



**CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING
June 13, 2022
6:00 p.m.
Council Chambers**

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

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Pastor Edward Parker - First Church of God in Christ
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
 - 5.1. Presentation from Reverend Cecil Williams of Gregg Chapel A.M.E. Church for the Proposal for Affordable Housing Concepts
- 6. Consent Agenda**
 - 6.1. Notice of Award to Bear General Contractors for RFP 22-05-19, Construction of Fire Training Tower
 - 6.2. Highway 85 DOT Sidewalk Project Easement Resolution
 - 6.3. Surplus Vehicle Disposal
- 7. Public Hearings / Ordinances on Second Reading**
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1875 - John King Road Annexation
 - 8.2. Ordinance 1876 - John King Road Comprehensive Plan Amendment
 - 8.3. Ordinance 1877 - John King Road Rezoning
 - 8.4. Ordinance 1878 - Williams Avenue East Annexation

8.5. Ordinance 1879 - Williams Avenue East Comprehensive Plan Amendment

8.6. Ordinance 1880 - Williams Avenue East Rezoning

8.7. Ordinance 1881 - Robinson Avenue East Vacation

9. Resolutions

9.1. Amendment to Resolution 2022-6

10. Action Items

10.1. Continuing Services Contracts Renewal

10.2. Selection of Gregg Chapel A.M.E. Church as the sole bidder for the Affordable Housing Concepts

10.3. Sidewalk Fund Proposal

11. City Clerk Report

11.1. Reminder: Financial Disclosure Form 1 is due to the Supervisor of Elections by July 1, 2022.

12. City Manager Report

12.1. Finance Update

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

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



Staff Report

CITY COUNCIL MEETING DATE: June 13, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, Nicholas Schwendt, Gis
DATE: 6/9/2022
SUBJECT: Presentation from Reverend Cecil Williams of Gregg Chapel A.M.E. Church for the Proposal for Affordable Housing Concepts

BACKGROUND:

Gregg Chapel A.M.E. Church was the sole bidder. The submitted bid was opened publicly in the Council Chambers on June 1, 2022 at 2:00 p.m.

DISCUSSION:

Consideration of award of contract under Action items.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 13, 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, Wayne Steele, Public Services Director
DATE: 6/9/2022
SUBJECT: Notice of Award to Bear General Contractors for RFP 22-05-19, Construction of Fire Training Tower

BACKGROUND:

On September 13, 2021, the City Council approved to purchase and build a Fire Training Tower Model WESCO FF-4. The budget amount was set at \$1,307,996 which included a State Grant in the amount of \$695,193.00. The remaining balance to come from half cent sales tax or C.A.R.E.S Act Funding.

The City Council also approved moving forward with the purchase of the Fire Training Tower from Fire Facilities Steel Fire Training Towers for the amount of \$452,255.00

The City has received the building and now has advertised seeking a qualified general contractor to construct the foundation necessary and to erect the fire training tower at, 1198 West Edney Ave. Crestview, FL 32536. The selected contractor will be responsible for building the foundation in accordance with the plans provided, as well as the erection of the Fire Facilities steel fire training tower, model Wesco FF-4. It is the intent and purpose of the City of Crestview that this Invitation to Bid promotes competitive bidding, and as a result of the advertisement a total of seven bid packets were sent out to proposed bidders.

DISCUSSION:

The City received three sealed bids (see the attachment) on May 19, 2021. The sealed bids were opened and publicly read aloud at the City of Crestview City Hall, 198 N Wilson St, Crestview, Florida at 2:00 PM CST on May 19, 2021.

The apparent low bidder is Bear General Contractors, LLC for the total amount of \$563,590.00 This company is a local company located at 1216 Palafox St. Pensacola, Fl. 32501. They meet all the necessary requirements to perform the work as described and requested.

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

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Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The approved budgeted amount for this project is \$1,307,996.00

The building cost previously approved was \$452,255.00

This request for the contractor's cost for building the foundation and erection of the Fire Training Tower is \$563,590.00

Leaving a balance of \$292,151.00 for completing the paving, utilities and site work.

RECOMMENDED ACTION

Staff respectfully requests approval of the bid from Bear General Contractors, LLC in the amount of \$563,590.00 to construct the foundation and erect the Fire Training Tower.

Attachments

1. Bid Opening and Sign In Sheet
2. Bear GC Bid Form - Crestview Fire Training Tower
3. The Green-Simmons Company PROPOSAL Construction of Fire Training Tower 22-05-19
4. AG Pifer Construction Co Fire Tower Bid

BID DATE: May 19, 2022 2:00 p.m.

COMPANY

Bid Amount

Bid Bond

Copies Received

Alternate

[illegible]

SECTION 1.0

COVER SHEET

(This completed form must appear as the top sheet for all bids submitted.)

TITLE: 22-05-19: CONSTRUCTION OF FIRE TRAINING TOWER

ISSUE DATE: 4/19/2022

BID NO: 22-05-19

Total Amount of bid or Base bid

\$ 563,590.00

BID BOND – N/A

Amount of Bid Bond (5% of base bid)

\$ N/A

Amount of Cashier's Check (5% of base bid)

\$ N/A

Amount of Certified Check (5% of base bid)

\$ N/A

Please specify -- All Items bid? Yes X No

Submitted by:

Bear General Contractors, LLC

NAME OF BUSINESS

1216 N Palafox St

MAILING ADDRESS

Pensacola, FL, 32501

CITY, STATE, ZIP CODE

(850) 435-4411

TELEPHONE NUMBER

BY:

SIGNATURE

Paul Clark, Estimator

NAME & TITLE (type or print)

Paul@beargc.com

EMAIL ADDRESS

(850) 435-4404

FAX NUMBER

BIDDER'S CERTIFICATION – 22-05-19

I have carefully examined the Invitation to Bid, Instructions to bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Crestview or of any other bidder interested in said bid; and that the undersigned executed this bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Bear General Contractors, LLC

NAME OF BUSINESS

BY: Paul Clark
Signature

Paul Clark, Estimator

NAME & TITLE (type or print)

1216 N. Palafox St

MAILING ADDRESS

Pensacola, FL 32501

CITY, STATE, ZIP CODE

(**850**) **435-4411**

TELEPHONE NUMBER

(**850**) **435-4404**

FAX NUMBER

Paul@beargc.com

EMAIL ADDRESS

5/17/22
DATE

ADDENDUM PAGE 22-05-19

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>May 9, 2022</u>
Addendum No. <u>2</u>	Dated <u>May 9, 2022</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

Bear General Contractor, LLC

NAME OF BUSINESS

BY: Paul Clark
Signature

Paul Clark, Estimator

NAME & TITLE (type or print)

1216 N. Palafox St

MAILING ADDRESS

Pensacola, FL 32501

CITY, STATE, ZIP CODE

(850) 435-4411

TELEPHONE NUMBER

(850) 435-4404

FAX NUMBER

5/17/22
DATE

REFERENCES – 22-05-19

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar services that have been delivered within the last five (5) years.**

REGARDING PROPOSER / BIDDER: Bear General Contractors, LLC

Name: Studer Properties	Name: Innisfree Hotels
Contact: Kathy Cadwell	Contact: Kevin Warwick
Address: 350 W Cedar St, Ste 300	Address: 113 Baybridge Dr
Pensacola, FL 32502	Gulf Breeze, FL 32561
Telephone: 850-696-2414	Telephone: 850-934-3609
Email: kathy@studercdg.com	Email: kevin@innisfreehotels.com
Name: Meraki Solar	Name: Catholic High School
Contact: Anna Meyers	Contact: Matt Adams
Address: 21 N New Warrington Rd	Address: 3043 W Scott St
Pensacola, FL 32506	Pensacola, FL 32505
Telephone: 850-378-1257	Telephone: 850-436-6400
Email: anna.meyers@merakisolutions.com	Email: madams@pensacolachs.org

DRUG-FREE WORKPLACE FORM 22-05-19

The undersigned vendor, on MAY 17, 2022, in accordance with Section 287.087, Florida Statutes, certifies that [company] Bear General Contractors, LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

 As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: Bear General Contractors, LLC

BY: Paul Clark
SIGNATURE

Paul Clark, Estimator
NAME & TITLE, TYPED OR PRINTED

PUBLIC ENTITY CRIME FORM – 22-05-19 (2 PAGES)

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # 22-05-19

This sworn statement is submitted by Bear General Contractors, LLC whose business address
is 1216 N. Palafox St, Pensacola FL 32501 and (if applicable) Federal Employer
Identification Number (FEIN) is 47-1494732 (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement).

My name is Paul Clark and my relationship to the entity named above
is Estimator.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any proposal or contract for goods or
services to be provided to any public entity or any agency or political subdivision of any other state
or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes,
means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt,
in any federal or state trial court of records relating to charges brought by indictment or information
after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo
contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Paul Clark
(Signature)

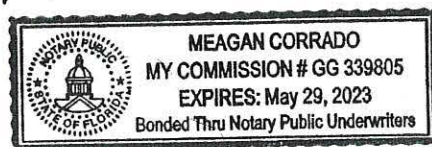
5/17/22
(Date)

STATE OF: Florida COUNTY OF: Escambia

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 17 day of May 2022, by Paul Clark who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

My Commission expires 5/29/23



SECTION 5 – PRICING SHEET - INCLUDE THIS FORM WITH BID SUBMISSION.

INVITATION TO BID – 22-05-19 – Construction of Fire Training Tower				
You are invited to bid on the following:			BIDDER NAME: <u>Bear General Contractors, LLC</u>	
Item No.	Qty	Unit	Description	Total Price
1	1	EA	Labor and Materials for Construction of the Foundation	\$ 90,780.00
1	1	EA	Labor and Materials for Erection of Fire Facilities Wesco Model FF-4.	\$ 472,810.00
				\$ 563,590.00

NOTE 1: ALL items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 45) **To be determined**
3. The City shall receive project completion notice within **90 days** for the date Vendor receives Purchase Order or Notice to Proceed.

**Recheck your quotations prior to submission.
Bids may not be changed after being opened.**

ATTACHMENT #1
CITY OF CRESTVIEW, FLORIDA

INVITATION TO BID

TITLE: 22-05-19: CONSTRUCTION OF FIRE TRAINING TOWER
LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the delays in the performance of the contract, negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bear General Contractors, LLC
CONTRACTOR's Company Name

1216 N. Palafox St
Physical Address

1216 N. Palafox ST
Mailing Address

850-435-4411
Phone Number

850-447-4366
Cellular Number

Paul@beargc.com
Email address


Authorized Signature – Manual

Paul Clark
Authorized Signature – Typed

Estimator
Title

850-435-4404
FAX Number

N/A
After-Hours Number(s)

5/17/22
DATE

The Green-Simmons Company, Inc

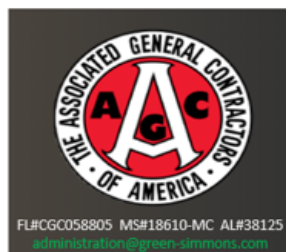


Crestview City Hall
198 Wilson St N
Crestview, FL 32536

PROPOSAL

Construction of Fire Training Tower

ITB#: 22-05-19



The Green-Simmons Company, Inc.
3407 North W Street
Pensacola, FL 32506
(850)429-0144
DUNS:159686195 CAGE:094Q7

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Drug Free Workplace Form8

Invitation to Bid Price Schedule9

THE GREEN-SIMMONS COMPANY, INC.**GENERAL CONTRACTORS**

May 19, 2022

Crestview City Hall
198 Wilson St N
Crestview, FL 32536

ITB#: 22-05-19

Construction of Fire Training Tower

To Whom It May Concern:

The Green-Simmons Company, Inc. appreciates the opportunity to submit its proposal for general contracting services for the above referenced solicitation.

Per the solicitation submission requirements, please accept the following information:

1. ITB#: 22-05-19
2. Offeror: The Green-Simmons Company, Inc.
3407 North W Street
Pensacola, FL 32505
Tel: 850-429-0144
Fax: 850-429-0145
Email: nathan@green-simmons.com
DUNS: 159686195
CAGE: 094Q7
TIN: 59-3386617
3. The Green-Simmons Company, Inc. agrees to all terms, conditions, and provisions included in the solicitation and agree to furnish any or all items upon which prices are offered at the price set opposite each item.
4. Persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:
Jason Christiansen
Tel: 850-554-3169
Cell: 850-393-9232
Fax: 850-429-0145
Email: jason@green-simmons.com

3407 North "W" Street, Pensacola, FL 32505, Phone (850) 429-0144, Fax (850) 429-0145
Members of The Associated General Contractors of America
FL#CGC058805, AL#38125, MS#18610-MC
www.green-simmons.com

THE GREEN-SIMMONS COMPANY, INC.**GENERAL CONTRACTORS**

5. Person authorized to sign the proposal:

Jason Christiansen



Jason Christiansen
Vice President

This proposal has been formatted in strict compliance with the requirements of solicitation and provided in the number of copies specified.

Please note The Green-Simmons Company, Inc. has provided general contracting services for significant construction projects, including projects for the federal government, since 1996. The Green-Simmons Company, Inc. is a self-certified Small Business concern as defined by the set aside program for this solicitation. Additionally, The Green-Simmons Company, Inc. is a sub-category SBA certified HUBZone Small Business concern.

If we can provide additional information or answer any questions, please do not hesitate to contact the undersigned. Your time and consideration is appreciated.

Sincerely,
The Green-Simmons Company, Inc.



Nathan A. Green
President

SECTION 1.0

COVER SHEET

(This completed form must appear as the top sheet for all bids submitted.)

TITLE: 22-05-19: CONSTRUCTION OF FIRE TRAINING TOWER**ISSUE DATE:** 4/19/2022**BID NO:** 22-05-19**Total Amount of bid or Base bid** \$ 845,000**BID BOND – N/A**

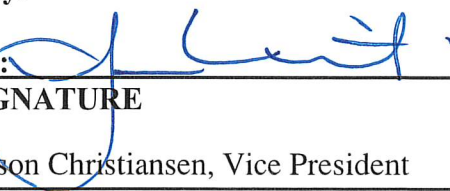
Amount of Bid Bond (5% of base bid) \$ _____

Amount of Cashier's Check (5% of base bid) \$ _____

Amount of Certified Check (5% of base bid) \$ _____

Please specify -- All Items bid? Yes ____ No ____

Submitted by:

The Green-Simmons Company, Inc.
NAME OF BUSINESS3407 North W Street
MAILING ADDRESSPensacola, FL 32505
CITY, STATE, ZIP CODE(850) 429-0144
TELEPHONE NUMBERBY: 
SIGNATUREJason Christiansen, Vice President
NAME & TITLE (type or print)jason@green-simmons.com
EMAIL ADDRESS(850) 429-0145
FAX NUMBER

BIDDER'S CERTIFICATION – 22-05-19

I have carefully examined the Invitation to Bid, Instructions to bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

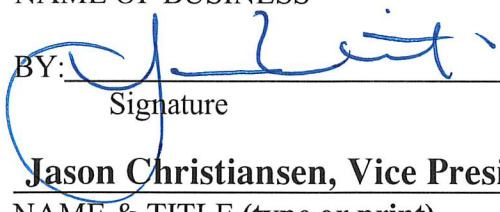
I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Crestview or of any other bidder interested in said bid; and that the undersigned executed this bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The Green-Simmons Company, Inc.

NAME OF BUSINESS

BY: 

Signature

Jason Christiansen, Vice President

NAME & TITLE (type or print)

3407 North W Street

MAILING ADDRESS

Pensacola, FL 32505

CITY, STATE, ZIP CODE

(850) 429-0144

TELEPHONE NUMBER

(850) 429-0145

FAX NUMBER

jason@green-simmons.com

EMAIL ADDRESS

5/19/2022

DATE

ADDENDUM PAGE 22-05-19

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. 1 Dated 22-05-19

Addendum No. _____ Dated _____

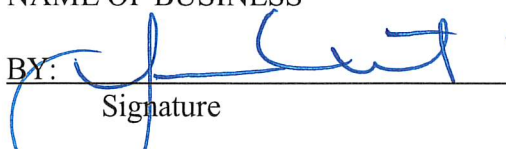
Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

The Green-Simmons Company, Inc.

NAME OF BUSINESS

BY: 

Signature

Jason Christiansen, Vice President

NAME & TITLE (type or print)

3407 North W Street

MAILING ADDRESS

Pensacola, FL 32505

CITY, STATE, ZIP CODE

(850) 429-0144

TELEPHONE NUMBER

(850) 429-0145

FAX NUMBER

5/19/2022

DATE

DRUG-FREE WORKPLACE FORM 22-05-19

The undersigned vendor, on May, 19, 2022, in accordance with Section 287.087, Florida Statutes, certifies that [company] The Green-Simmons Company, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: The Green-Simmons Company, Inc.

BY: _____

SIGNATURE

Jason Christiansen, Vice President

NAME & TITLE, TYPED OR PRINTED

SECTION 5 – PRICING SHEET - INCLUDE THIS FORM WITH BID SUBMISSION.

INVITATION TO BID – 22-05-19 – Construction of Fire Training Tower				
You are invited to bid on the following:			BIDDER NAME: <u>The Green-Simmons Company, Inc.</u>	
Item No.	Qty	Unit	Description	Total Price
1	1	EA	Labor and Materials for Construction of the Foundation	\$ 591,500
1	1	EA	Labor and Materials for Erection of Fire Facilities Wesco Model FF-4.	\$ 253,500

NOTE 1: ALL items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 45) **To be determined**
3. The City shall receive project completion notice within **90 days** for the date Vendor receives Purchase Order or Notice to Proceed.

**Recheck your quotations prior to submission.
Bids may not be changed after being opened.**

SECTION 1.0

COVER SHEET

(This completed form must appear as the top sheet for all bids submitted.)

TITLE: 22-05-19: CONSTRUCTION OF FIRE TRAINING TOWER

ISSUE DATE: 4/19/2022

BID NO: 22-05-19

Total Amount of bid or Base bid

\$ 621,416.00

BID BOND – N/A

Amount of Bid Bond (5% of base bid)	\$ <u>31,070.80</u>
Amount of Cashier's Check (5% of base bid)	\$ _____
Amount of Certified Check (5% of base bid)	\$ _____

Please specify -- All Items bid? Yes X No _____

Submitted by:

A.G. Pifer Construction Co., Inc

NAME OF BUSINESS

3629 Old DeLand Rd

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE, ZIP CODE

(386) 257-4448

TELEPHONE NUMBER

BY:

SIGNATURE

Anthony Gregg Pifer, President

NAME & TITLE (type or print)

AGPiferInc@gmail.com

EMAIL ADDRESS

(386) 257-5503

FAX NUMBER

1.2 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR 22-05-19:

- 1.2.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.
- 1.2.2 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.
- 1.2.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.
- 1.2.4 Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
- 1.2.5 Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
- 1.2.6 Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the City Clerk, 198 N Wilson St, Crestview, Florida 32536, (850) 682-1560, at least seven days before the date the accommodation is necessary.

BID CHECKLIST: *Bidders are cautioned to assemble the bid packet using this check list:*

- ☒ A searchable .pdf (include a thumb drive) and one hard copy
- ☒ Invitation to Bid Cover Sheet with Total Amount Bid Stated
- ☒ Signed Bidder's Certification Page
- ☒ Addendum Page References
- ☒ Completed Drug Free Workplace Form
- ☒ Invitation to Bid Price Schedule, Unit Price and Total Price Columns Completed Bid
- ☒ Envelope Prepared as Specified – (See Sec 2.11)

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

- ☒ Performance Bond Requirements (See Special Conditions-Section 3.14)
- ☒ Insurance (See Special Conditions-Section 3.15)
- ☒ Exceptions to Specifications on company letterhead (See General Conditions Section 2.5)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED & SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.



CITY OF CRESTVIEW, FLORIDA

INVITATION TO BID

City of Crestview, Florida
City Clerk's Office
198 N Wilson St.
Crestview, Florida 32548
Telephone: (850) 682-1560
Fax: (850) 682-8077
Website: <http://www.cityofcrestview.org>

ISSUE DATE: 4/19/2022

22-05-19

OPENING DATE: May 19, 2022

OPENING TIME: 2:00 p.m.

INVITATION TO BID

The City of Crestview is releasing an Invitation to Bid for No. **22-05-19: CONSTRUCTION OF FIRE TRAINING TOWER.**

Sealed bids will be opened and publicly read aloud at the City of Crestview City Hall, 198 N Wilson St, Crestview, Florida at 2:00 PM CST on May 19, 2022. Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the City Clerk and sole contact listed below.** Selected firms will be required to supply the City with copies of a current City of Crestview Business Tax Receipt, Liability Insurance and Workmen's Compensation coverage. It is the intent and purpose of the City of Crestview that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the City Clerk at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the City Clerk no later than ten (10) days prior to the Bid opening date.

City of Crestview, Florida
April 19, 2022

Maryanne Schrader, City Clerk

BIDDER'S CERTIFICATION – 22-05-19

I have carefully examined the Invitation to Bid, Instructions to bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Crestview or of any other bidder interested in said bid; and that the undersigned executed this bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A.G. Pifer Construction Co., Inc

NAME OF BUSINESS

BY:

Signature

Anthony Gregg Pifer, President

NAME & TITLE (type or print)

3629 Old DeLand Rd

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE, ZIP CODE

(386) 257-4448

TELEPHONE NUMBER

(386) 257-5503

FAX NUMBER

AGPiferInc@gmail.com

EMAIL ADDRESS

05/19/2022

DATE

ADDENDUM PAGE 22-05-19

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>01</u>	Dated <u>05/09/2022</u>
Addendum No. <u>02</u>	Dated <u>05/10/2022</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

A.G. Pifer Construction Co., Inc

NAME OF BUSINESS

BY: 

Signature

Anthony Gregg Pifer, President

NAME & TITLE (type or print)

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(386) 257-5503

FAX NUMBER

05/19/2022

DATE

REFERENCES – 22-05-19

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar services that have been delivered within the last five (5) years.**

REGARDING PROPOSER / BIDDER: A.G. Pifer Construction Co., Inc

Name:	Name:
Contact:	Contact:
Please see attached Qualification Package	
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

SECTION 5 – PRICING SHEET - INCLUDE THIS FORM WITH BID SUBMISSION.

INVITATION TO BID – 22-05-19 – Construction of Fire Training Tower				
You are invited to bid on the following:			BIDDER NAME: <u>A. G. Pifer Construction Co., Inc</u>	
Item No.	Qty	Unit	Description	Total Price
1	1	EA	Labor and Materials for Construction of the Foundation	\$ 325,616.00
1	1	EA	Labor and Materials for Erection of Fire Facilities Wesco Model FF-4.	\$ 295,800.00

NOTE 1: ALL items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 45) **To be determined**
3. The City shall receive project completion notice within 90 days for the date Vendor receives Purchase Order or Notice to Proceed.

**Recheck your quotations prior to submission.
Bids may not be changed after being opened.**

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE A.G. Pifer Construction Co., Inc.
3629 Old Deland Road, Daytona Beach, FL 32124

as Principal, hereinafter called the Principal, and Westfield Insurance Company
P. O. Box 5001, Westfield Center, OH 44251

a corporation duly organized under the laws of the State of OHIO

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Crestview
198 N. Wilson Street, Crestview, Florida 32548

as Obligor, hereinafter called the Obligor, in the sum of -FIVE PERCENT (5%) OF PROPOSED BID-
Dollars (\$ ---5%---),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of Fire Training Tower - 22-05-19

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of May, 2022

Nina Pifer
(Witness)

A.G. Pifer Construction Co., Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

Westfield Insurance Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Don Bramlage

(Title)

Natalie C. Demers
(Witness)



CITY OF CRESTVIEW

GROWTH MANAGEMENT DEPARTMENT

Building Permits & Inspections

P.O. Drawer 1209, Crestview, Florida 32836

Phone (850) 689-1618/1619 Fax (850) 689-4575

HOLD HARMLESS AGREEMENT

The Contractor, for and in consideration of a building permit issued by the City of Crestview, Florida, agrees to indemnify and hold harmless said City of Crestview, Florida, its officers, and Agents, from all claims, damages or expenses that the City of Crestview may be liable for which arise from the construction or doing of any work by the contractor within, the City of Crestview, Florida.

The Contractor agrees to deliver to the licensing division of the City of Crestview, a Certificate of Liability Insurance evidencing coverage and naming the City of Crestview as the certificate holder, and which further requires ten (10) days notice to the City of Crestview of any cancellation or reduction of coverage. Said certificate evidencing insurance coverage, shall be presented prior to the start of any work or construction on the project for which the building permit is to be issued.

SIGNED IN THE CITY OF Daytona Beach, THE COUNTY
OF Volusia, AND THE STATE OF Florida,

THIS DAY OF May 10, 20 22.

Must be signed in the presence of a Notary

Signature of Owner or Agent (including Contractor)

05/10/2022

Date

STATE OF Florida

COUNTY OF Volusia

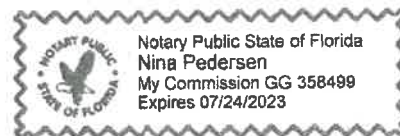
Sworn and subscribed before me this 10th day of May, 20 22

by Anthony Gregg Pifer

Personally Known X (or)

Produced Identification (TYPE)

Notary Public Signature





Staff Report

CITY COUNCIL MEETING DATE: June 13, 2022

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Michael Criddle, Public Services Director
DATE: 6/9/2022
SUBJECT: Highway 85 DOT Sidewalk Project Easement Resolution

BACKGROUND:

FDOT is in the process of designing project 445733-1-52-01, SR 85 from Commerce Dr. to SR 85A Bill Lundy Road. This project includes a new sidewalk along SR 85 and Industrial Dr. between Commerce Dr. and Airport Rd. This sidewalk is a continuation from project 443659-1, SR 85 from Hwy 90 to Commerce Drive. Since the location of the proposed sidewalk is outside FDOT's right of way, a Resolution and Off System Agreement with the City of Crestview is needed.

DISCUSSION:

This section of sidewalk is a continuation of the new sidewalk on the east side of Hwy85. It will connect the existing sidewalk south of Richberg Ln to the crosswalk at Airport Rd. It will also connect to Crestview High school with a crosswalk at Garden St. The section north of Commerce Dr will be in the Industrial Rd right-of-way and requires an Off System Agreement between the City and DOT.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

FDOT will be utilizing Federal funds for completion of this project. By approval of this agreement, the local agency (City of Crestview) agrees to own and maintain the project in perpetuity once construction has been completed.

RECOMMENDED ACTION

Staff respectfully requests approval of the attached resolution and off system project maintenance agreement.

Attachments

1. City of Crestview (SR 85, Industrial Drive for Six Foot Sidewalk)
2. City of Crestview Resolution (SR 85, Industrial Drive for Six Foot Sidewalk)
3. 445733-1 - FDOT - Phase II Plans - Sidewalks

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT MAINTENANCE AGREEMENT**

This Off System Project Maintenance Agreement (“Agreement”) is between the State of Florida Department of Transportation (“DEPARTMENT”), and the City of Crestview, a political subdivision of the State of Florida (“LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

1. Federal funding is available for the costs of construction for resurfacing the existing roadway (SR 85 from Commerce Drive to CR 85, Bill Lundy Road) and adding a six (6) foot sidewalk on the East side of SR 85 between Commerce Drive and Airport Road, within the City of Crestview’s right of way between Station 133+58 to Station 134+89 BK = Station 3415+34 AH to Station 3428+31 which is located within the Local Agency’s property, pursuant to Title 23, United States Code; and

2. The DEPARTMENT is preparing to undertake a project within the LOCAL AGENCY identified and known to the Parties by Financial Project I.D. No: 445733-1-52-01, which will be of benefit to the LOCAL AGENCY (“PROJECT”); and

3. The PROJECT, or a portion of the PROJECT, is being performed on Industrial Drive in Okaloosa County, Florida, a road not on the State Highway System; and

4. The PROJECT requires agreement by the LOCAL AGENCY to maintain the PROJECT, or the portion of the PROJECT, that is located on the LOCAL AGENCY’S right-of-way; and

5. The LOCAL AGENCY, by resolution No: 2022-17 dated June 13, 2022, a copy of which is attached hereto and made a part hereof, has authorized the mayor of the City of Crestview to execute this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the Parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The DEPARTMENT shall be responsible for the design and construction of the PROJECT, which consists of resurfacing the existing roadway (SR 85 from Commerce Drive to CR 85, Bill Lundy Road) and adding a six (6) foot sidewalk on the East side of SR 85 between Commerce Drive and Airport Road, within the City of Crestview’s right of way between Station 133+58 to Station 134+89 BK = Station 3415+34 AH to Station 3428+31. The DEPARTMENT shall have final decision authority with respect to the design, design review process and construction of the PROJECT. The LOCAL AGENCY shall cooperate with and shall support the DEPARTMENT ‘s work efforts in these regards.

8. The LOCAL AGENCY hereby appoints the DEPARTMENT as its agent for purposes of the notification, construction, reconstruction and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes. The LOCAL AGENCY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties agree that if existing utilities owned by the LOCAL AGENCY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for by the LOCAL AGENCY.

9. The LOCAL AGENCY acknowledges that the DEPARTMENT will be utilizing Federal funds on the PROJECT and as a result thereof the LOCAL AGENCY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The LOCAL AGENCY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT, the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The LOCAL AGENCY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

10. The LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY'S right-of-way, and the improvements located within the LOCAL AGENCY right-of-way, are and will remain under the ownership of the LOCAL AGENCY and that the DEPARTMENT will not have any ownership interest in the right-of-way, improvements located thereon. Additionally, the DEPARTMENT'S right-of-way, and the improvements located within the DEPARTMENT'S right-of-way, are and will remain under the ownership of the DEPARTMENT and the LOCAL AGENCY will not have any maintenance responsibilities nor ownership interest in the right-of-way, improvements located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the LOCAL AGENCY existing right-of-way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

11. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL AGENCY. Upon issuance of the Notice of Final Acceptance, the LOCAL AGENCY shall be immediately responsible for the perpetual maintenance of the PROJECT or the portion of the PROJECT that is located on the LOCAL AGENCY'S right-of-way. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the LOCAL AGENCY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the LOCAL AGENCY in writing with sufficient description to place the LOCAL AGENCY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the

contractor. Additionally, the LOCAL AGENCY understands and agrees that the DEPARTMENT shall transfer all permits to the LOCAL AGENCY as the operational maintenance entity and the LOCAL AGENCY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

12. This Agreement shall become effective as of the date both Parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL AGENCY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include but shall not be limited to budgetary and bid cost considerations.

13. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL AGENCY in conjunction with this Agreement.

14. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

15. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

16. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

17. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

18. To the extent permitted by law, LOCAL AGENCY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein shall be deemed a waiver of the rights of sovereign immunity of either Party.

19. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

Should such shortfalls occur due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL AGENCY shall not relieve the LOCAL AGENCY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The LOCAL AGENCY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the PROJECT. The LOCAL AGENCY will be notified of the final non-participating cost of the PROJECT. Both Parties agree that in the event the final accounting of total non-participating costs pursuant to the

terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL AGENCY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

Any payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

20. LOCAL AGENCY: City of Crestview

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL AGENCY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

21. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each Party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

LOCAL AGENCY: Maryanne Schrader
City Clerk
P. O. Box 1209
Crestview, FL 32536

DEPARTMENT: Alicia McDaniel
Roadway Design Project Manager
1074 Highway 90
Chipley, FL 32428

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates exhibited by the signatures below.

DEPARTMENT:

LOCAL AGENCY:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**City of Crestview, a political
subdivision of the State of Florida**

By: _____

By: JB Whitten

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Legal Review:

Legal Review:

Office of the General Counsel

RESOLUTION

2022-17

RESOLUTION OF THE CITY OF CRESTVIEW, (MAINTAINING AGENCY) CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE PROJECT FOR THE CONSTRUCTION OF SR 85 FROM COMMERCE DRIVE TO CR 85A, BILL LUNDY ROAD, IDENTIFIED AS PROJECT NO: 445733-1-52-01 PURSUANT TO AN OFF-SYSTEM MAINTENANCE AGREEMENT, CONFIRMING AND APPROVING THE AGREEMENT, AND PROVIDING SIGNATURE AUTHORITY FOR THE AGREEMENT

WHEREAS, the City of Crestview (Maintaining Agency), a political subdivision of the State of Florida, acting by and through its duly authorized City Council, approves that certain Off System Maintenance Agreement (Agreement) with the State of Florida Department of Transportation (Department) identified as Project No: 445733-1-52-01, which is more fully described in the Agreement; and

WHEREAS, pursuant to Paragraph 5 of the Agreement, the Maintaining Agency is required to adopt a formal resolution, consenting to, and authorizing the Department to perform all efforts necessary to complete the Project and for the Maintaining Agency to maintain the Project in accordance with the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF CRESTVIEW, FLORIDA that:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Maintaining Agency, by this resolution, duly adopted by its City Council and executed by the mayor of the City of Crestview, confirms the Off-System Maintenance Agreement is approved concurrently with this resolution, authorizes the City of Crestview to execute the Off-System Maintenance Agreement, and consents to and authorizes the Department to perform all efforts necessary to complete the Project and agrees to maintain the Project in accordance with the terms set forth in the Off-System Maintenance Agreement.
3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.
4. This resolution shall be effective upon passage and adoption by the City Council of the City of Crestview, Florida.

PASSED AND ADOPTED this 13th day of June 2022.

CITY OF CRESTVIEW, FLORIDA

J. B. Whitten, Mayor

ATTEST:

By:

Maryanne Schrader, City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

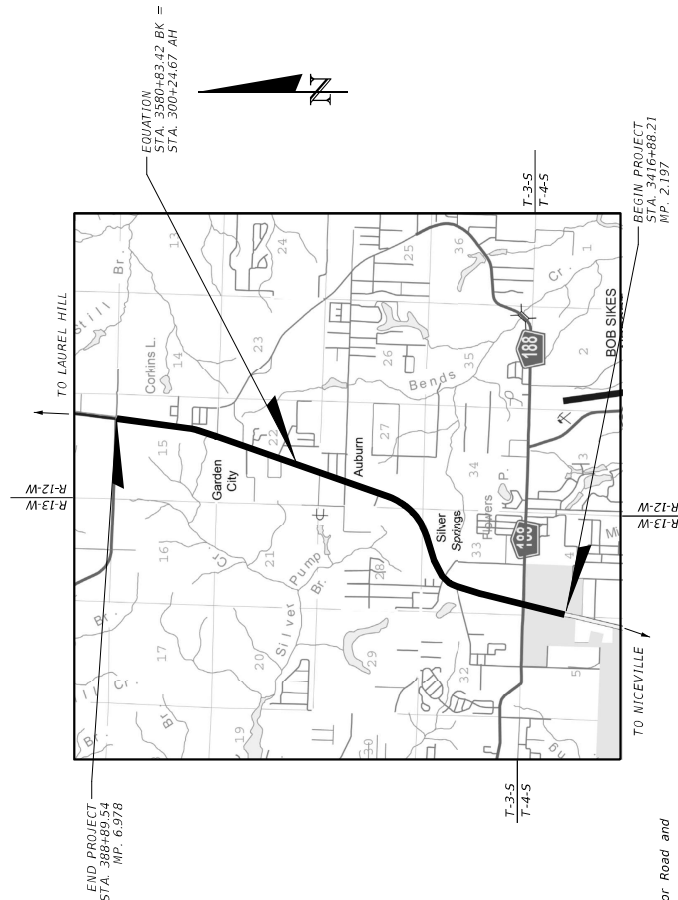
CONTRACT PLANS

OKALOOSA COUNTY (57060)
STATE ROAD NO. 85

SR 85 FROM NORTH COMMERCE DRIVE TO CR 85A BILL LUNDY RD

SHEET NO. SHEET DESCRIPTION

- | | |
|----|---------------------------|
| 1 | KEY SHEET |
| 2 | SIGNATURE SHEET |
| 3 | TYPICAL SECTIONS |
| 4 | TYPICAL SECTION DETAILS |
| 5 | PROJECT CONTROL |
| 6 | GENERAL NOTES |
| 7 | ROADWAY PLAN-PROFILES |
| 8 | DRAINAGE STRUCTURES |
| 9 | CROSS SECTIONS |
| 10 | TEMPORARY TRAFFIC CONTROL |



Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

Florida Department of Transportation, JULY 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

ROADWAY PLANS
ENGINEER OF RECORD:

ANNA MARIE HARLSON, P.E.
P.E. LICENSE NUMBER 85789
FDOT ROADWAY DESIGN
1074 HIGHWAY 90
CHIPLEY, FLORIDA 32428
(850) 330-1432 FAX: (850) 330-1148

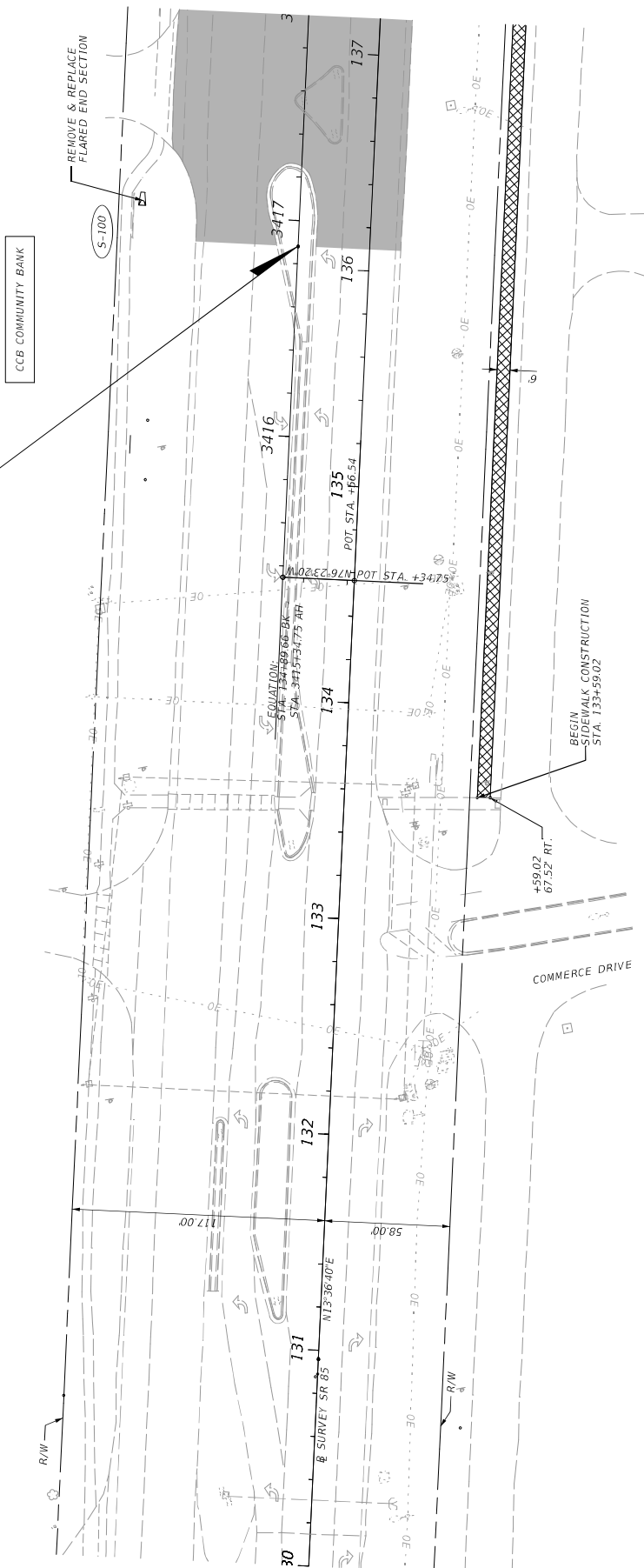
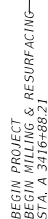
FDOT PROJECT MANAGER:

ALICIA MCDANIEL
(850) 330-1378

PLANS PREPARED BY:

ANGELA L. BUSH
(850) 330-1413

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	23	1

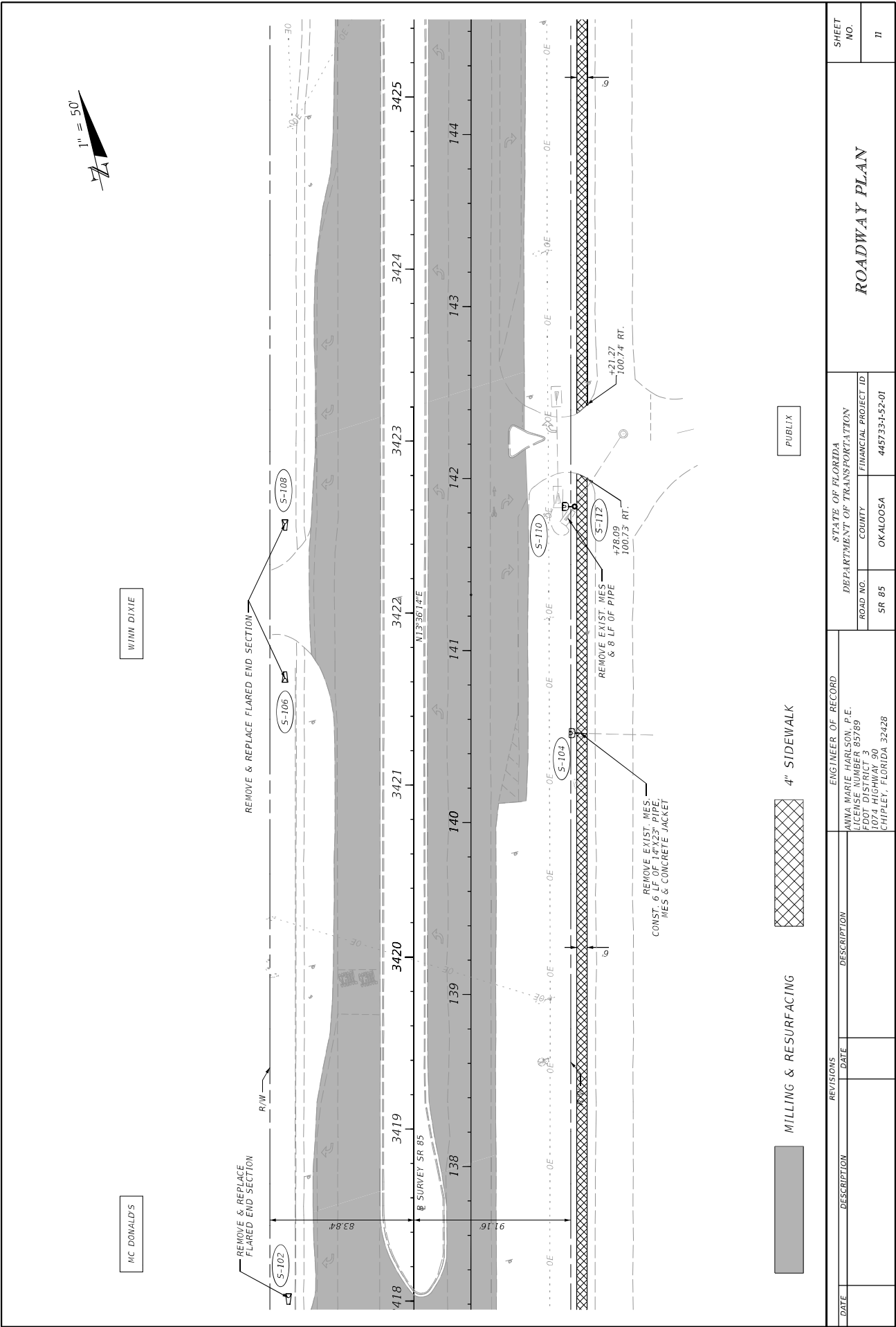


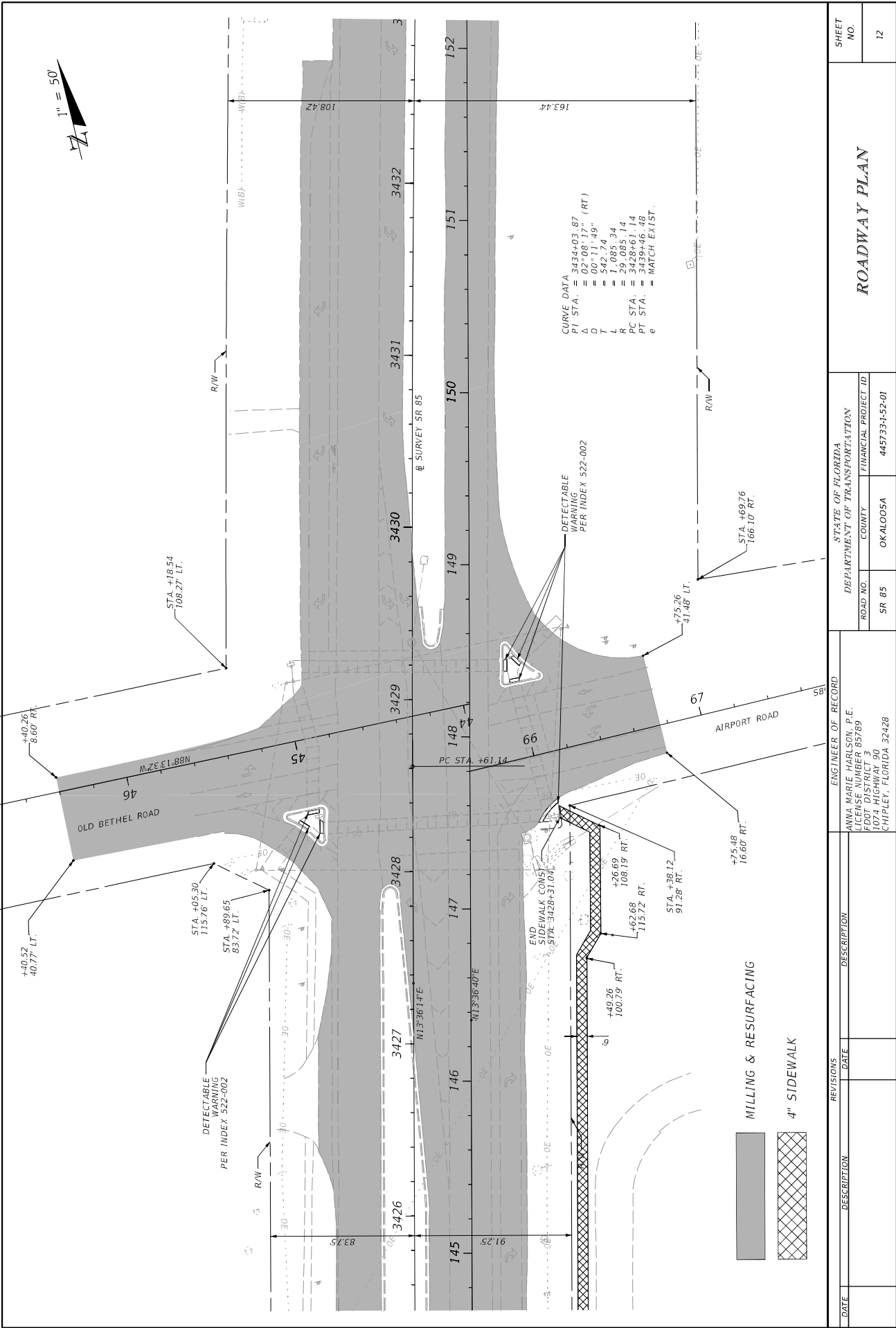
CHANDLER WHITNEY BANK

4" SIDEWALK

MILLING & RESURFACING

DATE		DESCRIPTION		REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN		SHEET NO.	
						ANNA MARIE HARLSON, P.E. LICENSE NUMBER 85789 FDOT DISTRICT 3 1074 HIGHWAY 90 CHIPLEY, FLORIDA 32428		ROAD NO. COUNTY FINANCIAL PROJECT ID		SR 85 OKALOOSA 4457333-152-01		10	





REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				ROADWAY PLAN	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ANNA MARIE HARLSON, P.E. LICENSE NUMBER 85789 FDOT DISTRICT 3 1074 HIGHWAY 90 CHIPLEY, FLORIDA 32428				ROAD NO.	COUNTY			FINANCIAL PROJECT ID
								SR 85	OKALOOSA			445733+52-01
											12	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Staff Report

CITY COUNCIL MEETING DATE: June 13, 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: 6/9/2022
SUBJECT: Surplus Vehicle Disposal

BACKGROUND:

- The City Council has previously approved the disposal of surplus vehicles through Enterprise. After a complete review of the fees associated with this transaction, a less expensive alternative has been found.

DISCUSSION:

Americas Auto Auction in Pensacola was contacted concerning the disposal of surplus vehicles. Their fee schedule is approximately half of that charged by Enterprise. This is the same company utilized by Okaloosa County Sheriff's Department, and Escambia County for their surplus vehicle disposal.

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

FINANCIAL IMPACT

Per unit savings of approximately \$200.00 for each surplus vehicle sold.

RECOMMENDED ACTION

Staff respectfully requests City Council approval to dispose of surplus vehicle utilizing American Auto Auction services.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 13, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 6/8/2022
SUBJECT: Ordinance 1875 - John King Road Annexation

BACKGROUND:

On April 27, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on John King Road.

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

The Planning and Development Board recommended approval of the request on June 6, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Grandeur Hospitality Investments LLC
2652 Brodie Lane
Crestview, FL 32536
Parcel ID: 32-3N-23-0000-0016-0000
Site Size: 0.94 acre
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	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant
East	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant
South	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
West	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial

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 could be developed for commercial use.

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 16, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on May 19, 2022. The property was posted on May 24, 2022. An advertisement ran in the Crestview News Bulletin on May 26 and June 2, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

The cost of advertising was \$544.50.

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

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1875 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1875

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 0.94 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 32, 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 # 32-3N-23-0000-0016-0000 (Deed recorded in Book 3618, page 4054, dated April 27, 2022)

Begin at the Northwest corner of Northwest Quarter of Northeast Quarter of Section 32, Township 3 North, Range 23 West, thence North 87° 40' East 376.72 feet along Section line for Point of Beginning, thence North 87° 40' East 106.72 feet along section line, thence South 17° 04' East 302.64 feet to the Northwest right of way of dedicated road; thence South 57° 40' 05" West 165.6 feet along said road, thence Northwesterly to the Point of Beginning.

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.

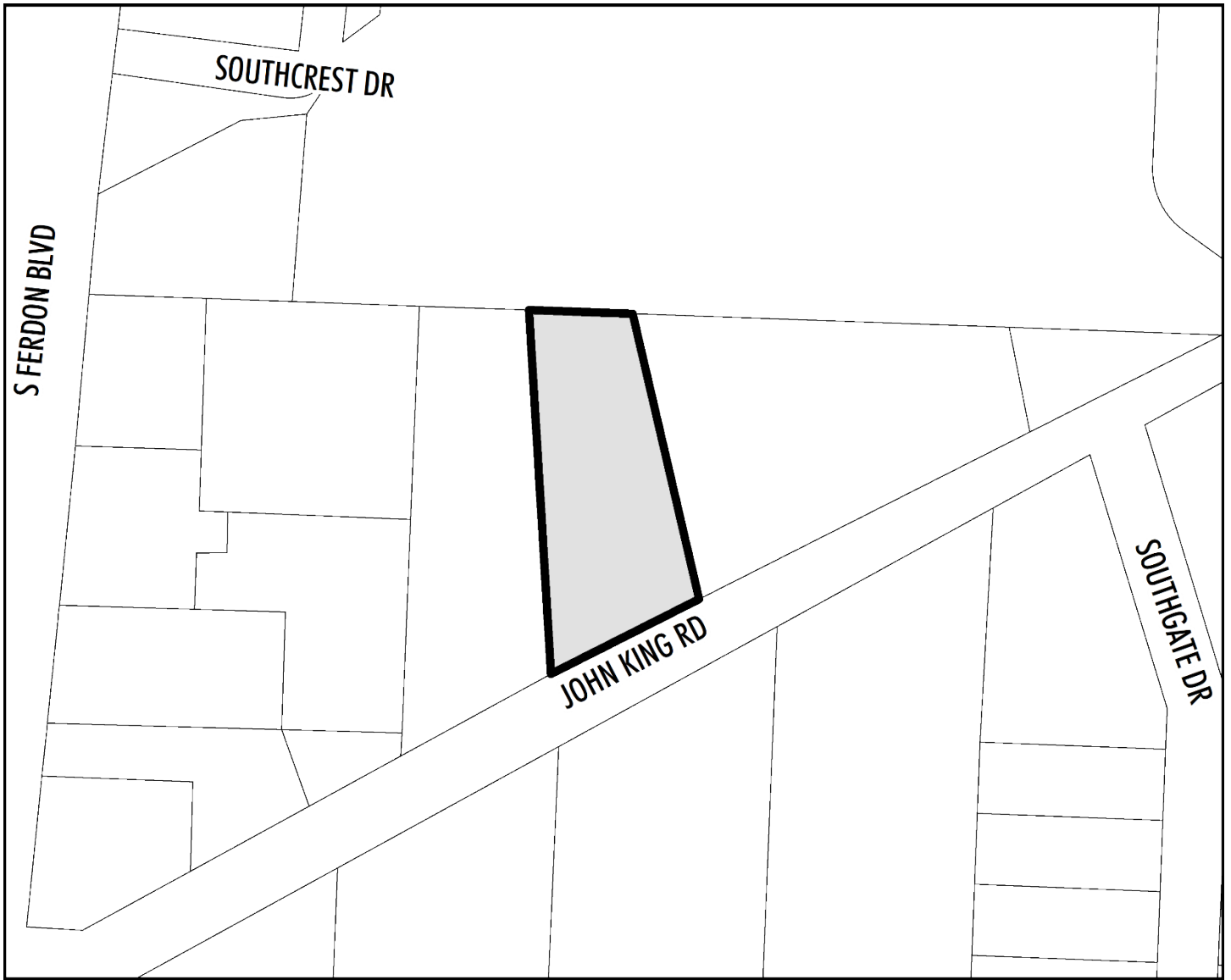
Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of June, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 27th day of June, 2022.

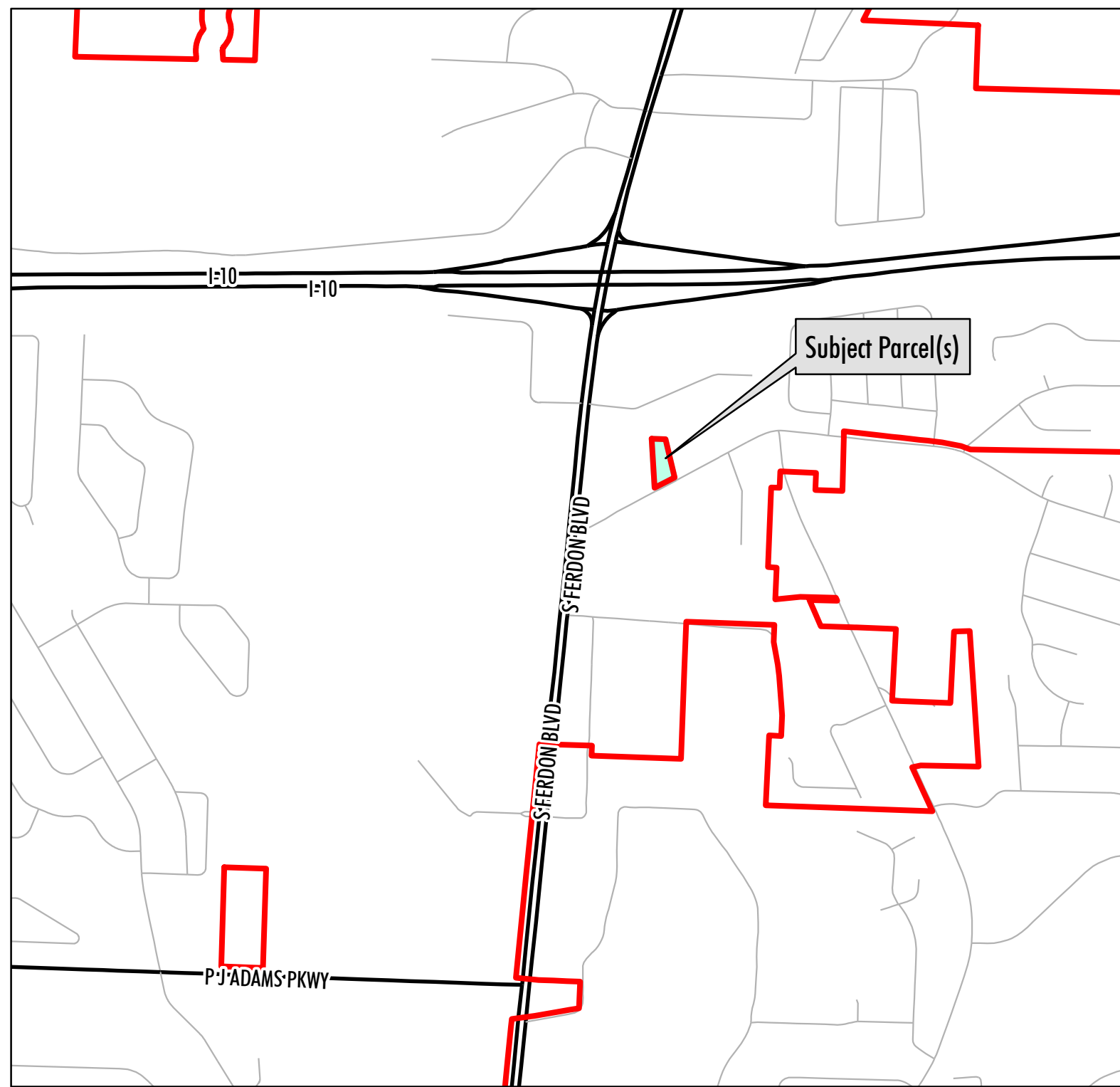
J. B. Whitten
Mayor



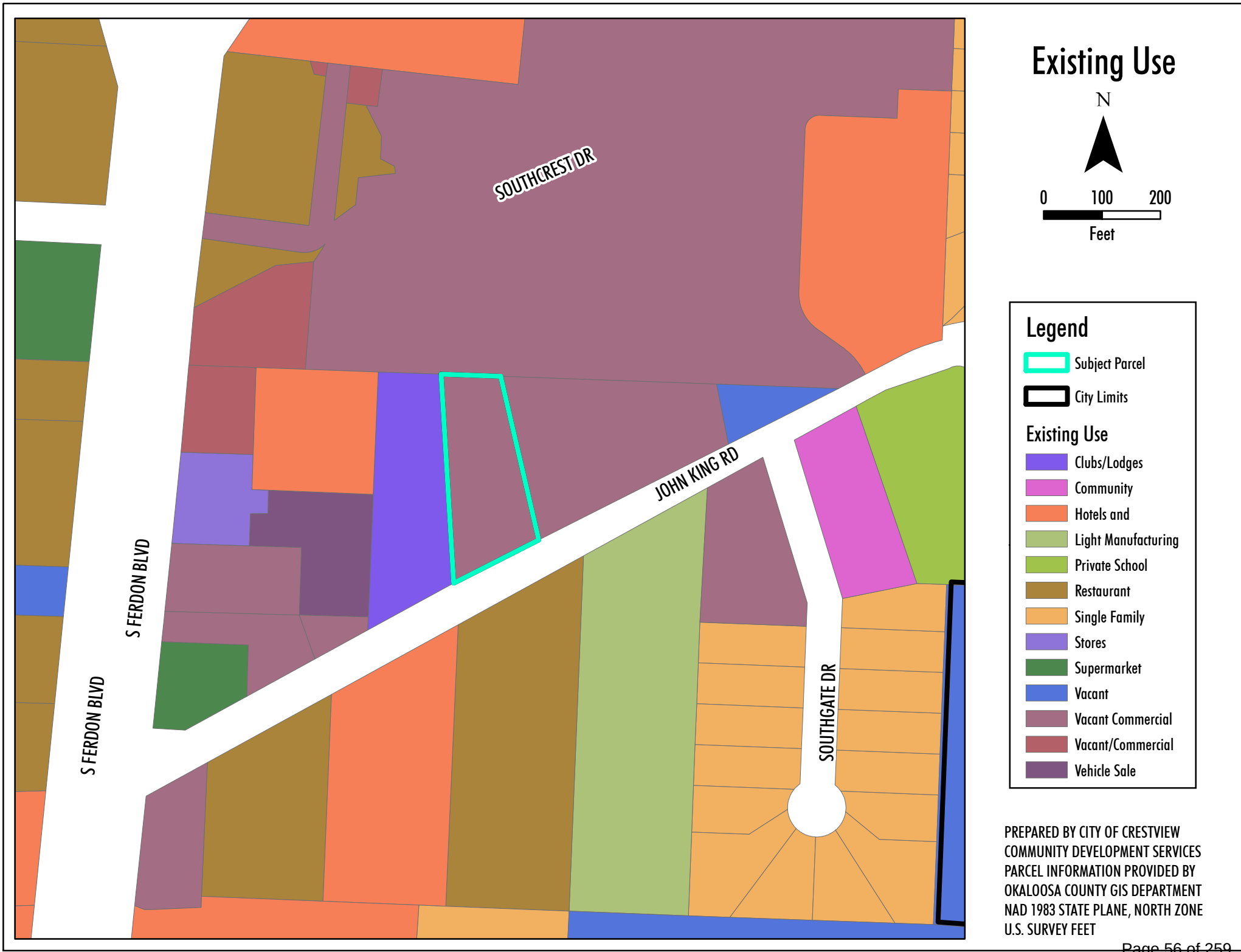
Vicinity Map



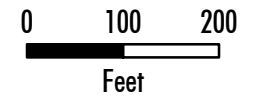
Not to Scale



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



Current Future Land Use



Legend

 Subject Parcel

 City Limits

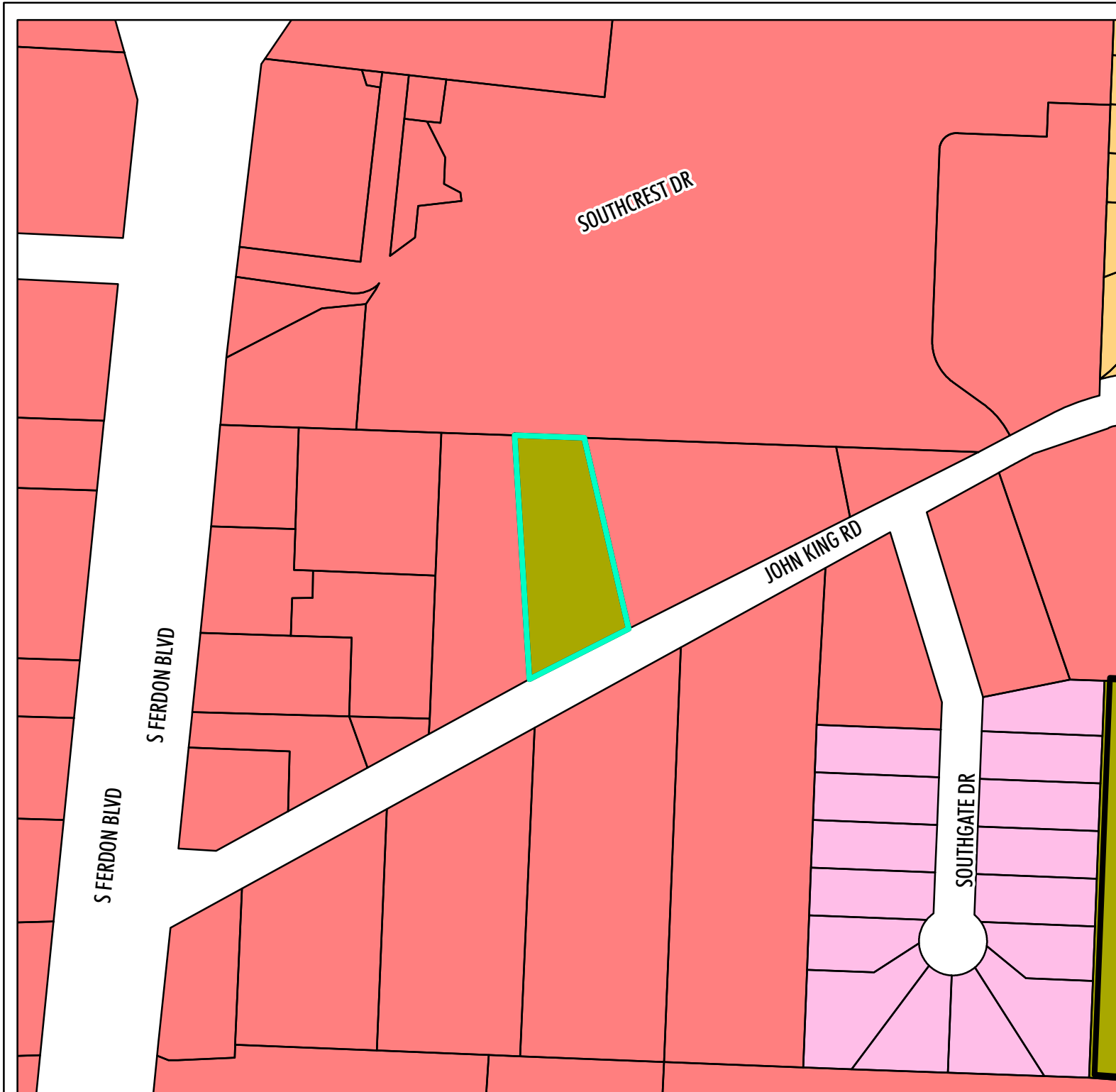
City Future Land Use

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

County Future Land Use

-  Mixed Use (MU)

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



Current Zoning



0 100 200
Feet

Legend

Subject Parcel

City Limits

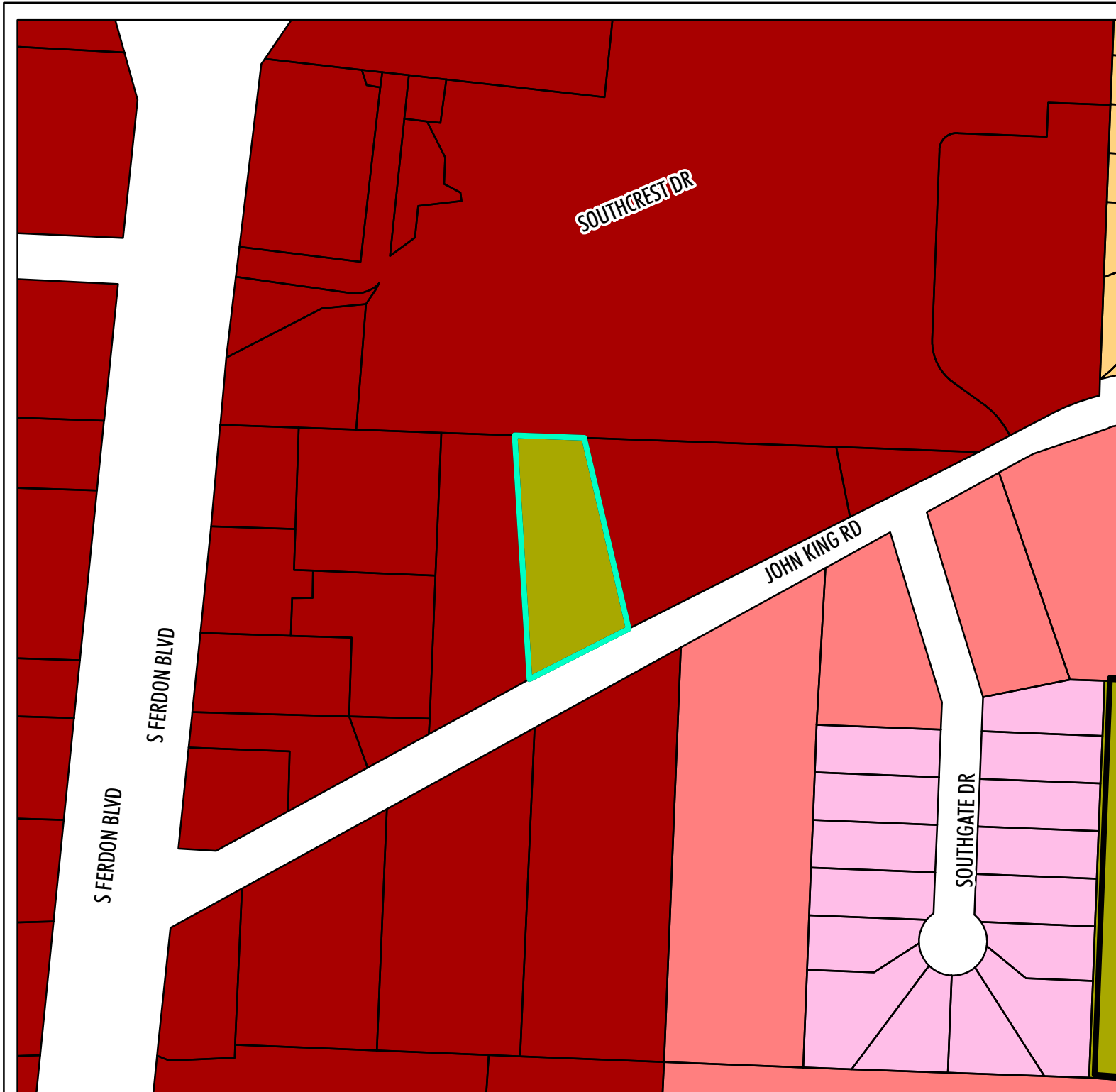
City Zoning

- 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)

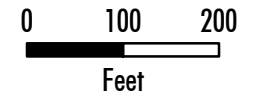
County Zoning

- 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



Proposed Future Land Use



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

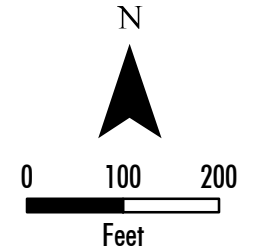
 Residential (R)

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

Proposed Zoning



Legend

Subject Parcel

City Limits

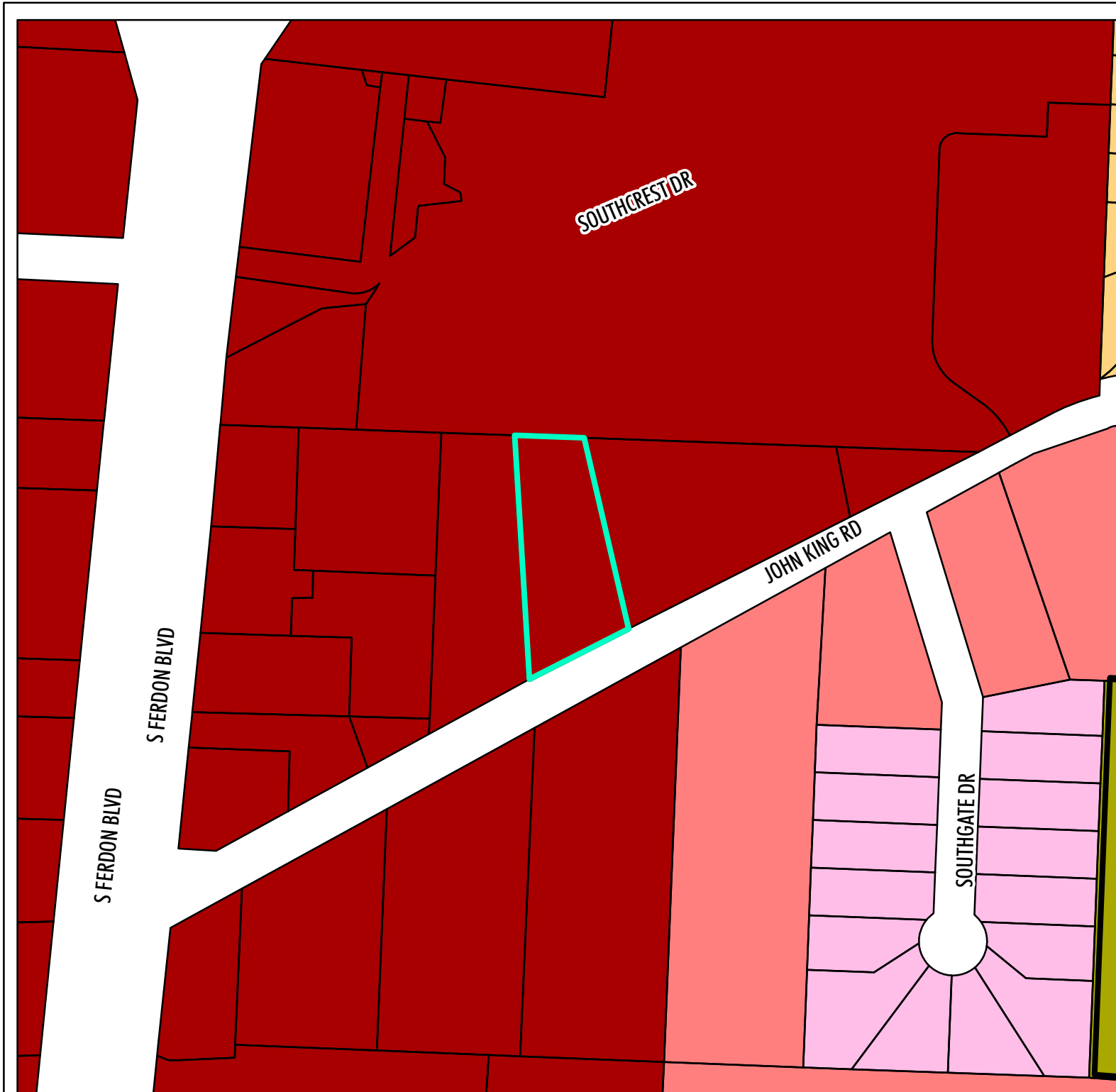
City Zoning

- 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)

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: June 13, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 6/8/2022
SUBJECT: Ordinance 1876 - John King Road Comprehensive Plan Amendment

BACKGROUND:

On April 27, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on John King Road.

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

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

The Planning and Development Board recommended approval of the request on June 6, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Grandeur Hospitality Investments LLC
2652 Brodie Lane
Crestview, FL 32536
Parcel ID: 32-3N-23-0000-0016-0000
Site Size: 0.94 acre
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	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant
East	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant
South	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
West	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial

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 could 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 May 16, 2022. The property was posted on May 24, 2022. An advertisement ran in the Crestview News Bulletin on May 26 and June 2, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1876 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1876

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 0.94 ACRES, MORE OR LESS, IN SECTION 32, 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 0.94 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 0.94 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 0.94 acres, more or less, is known as Parcel 32-3N-23-0000-0016-0000 and commonly described as:

Begin at the Northwest corner of Northwest Quarter of Northeast Quarter of Section 32, Township 3 North, Range 23 West, thence North 87° 40' East 376.72 feet along Section line for Point of Beginning, thence North 87° 40' East 106.72 feet along section line, thence South 17° 04' East 302.64 feet to the Northwest right of way of dedicated road; thence South 57° 40' 05" West 165.6 feet along said road, thence Northwesterly to the Point of Beginning.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 32-3N-23-0000-0016-0000. 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 Parcel 32-3N-23-0000-0016-0000 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 27th day of June, 2022.

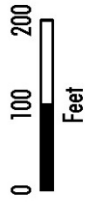
ATTEST:

Maryanne Schrader
City Clerk

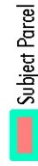
Approved by me this 27th day of June, 2022.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend



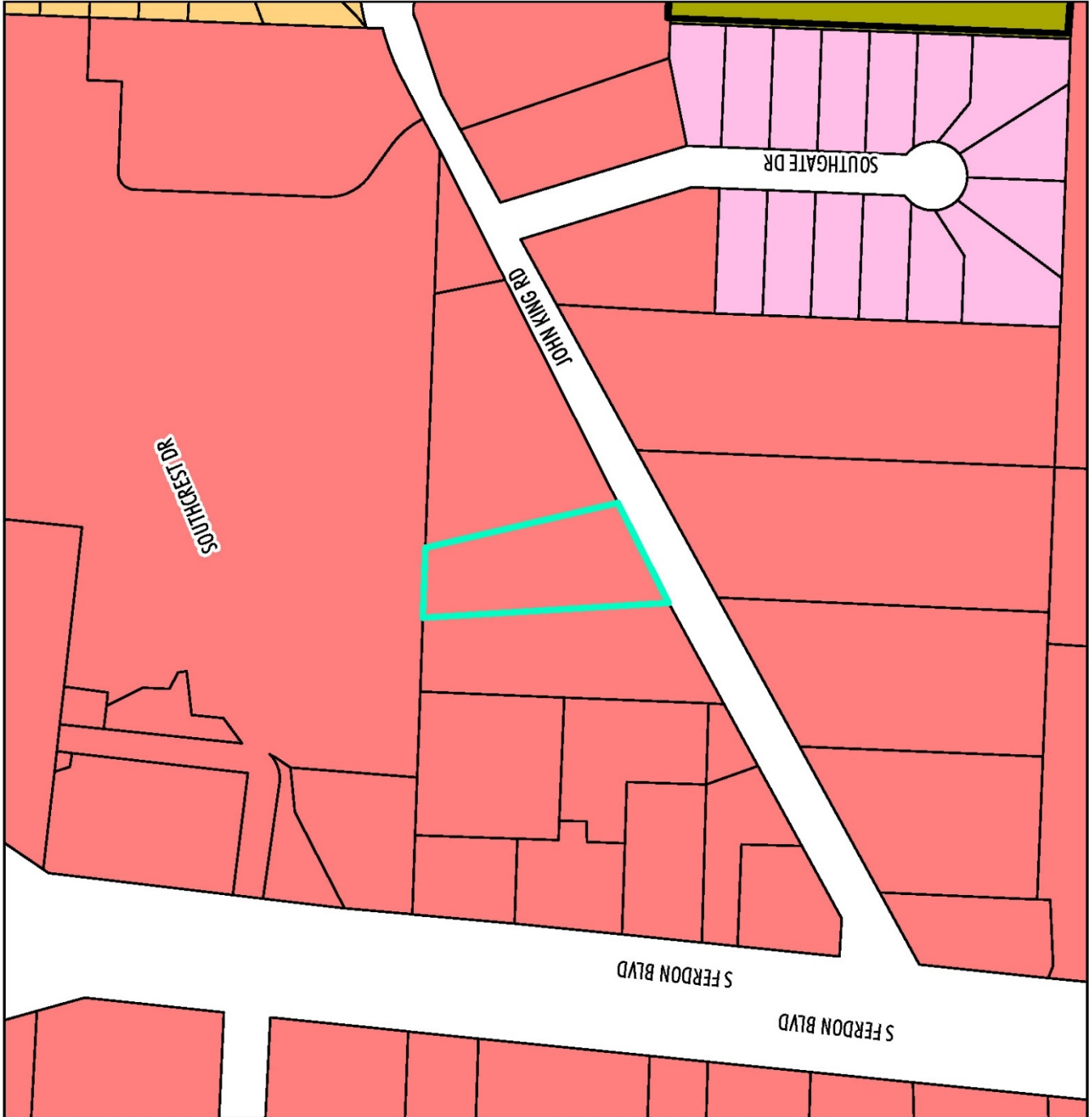
City Future Land Use



County Future Land Use



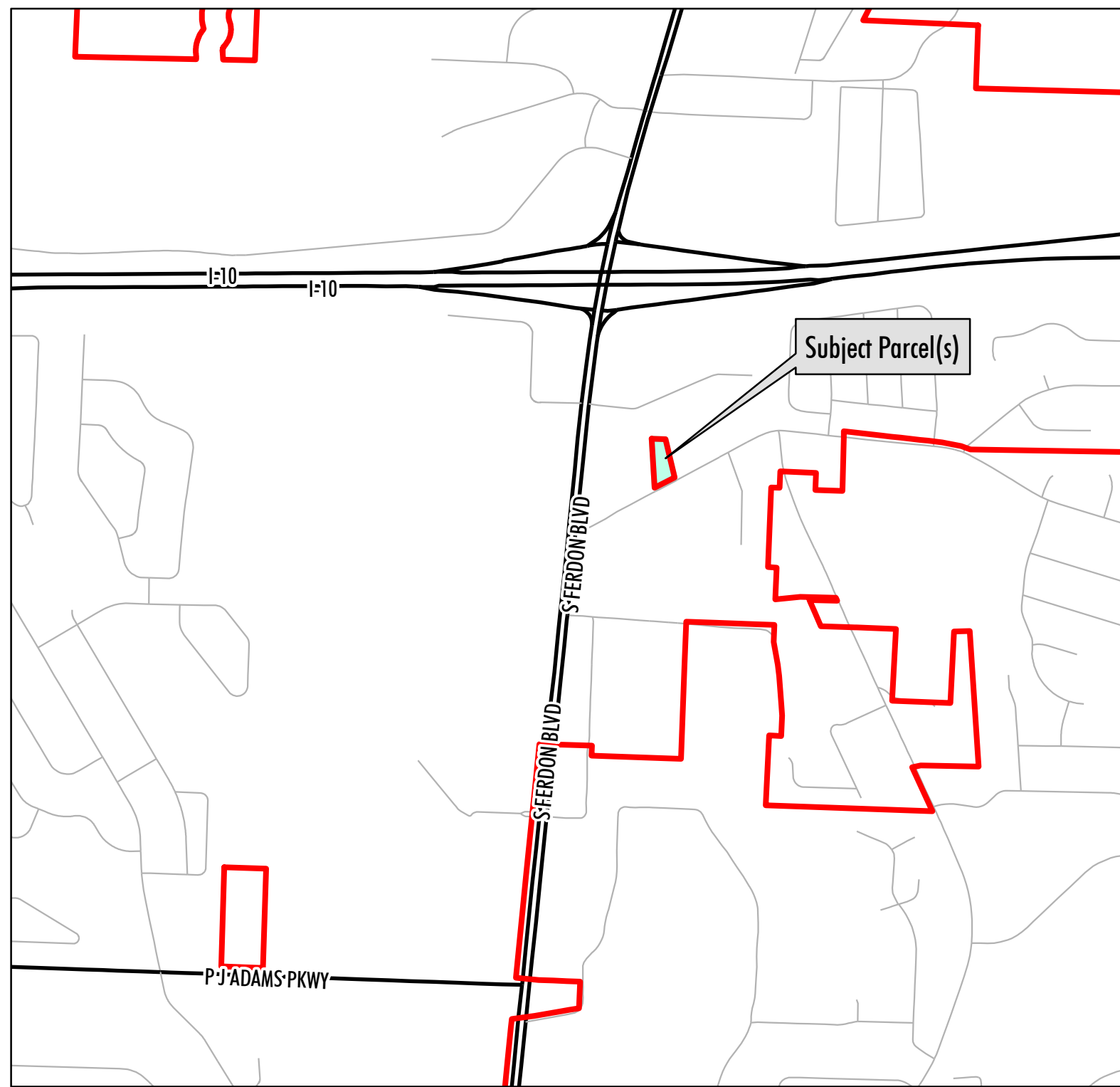
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



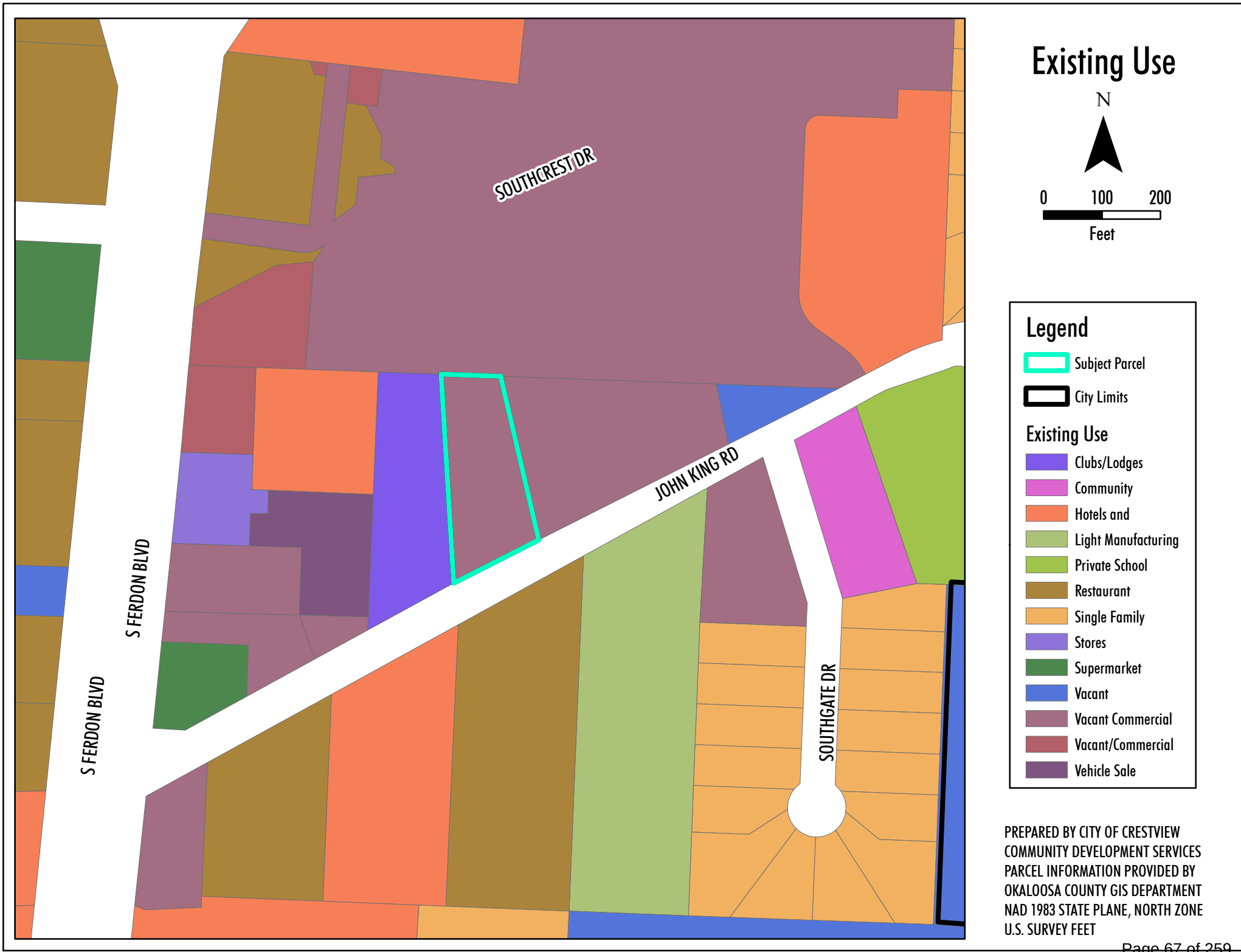
Vicinity Map



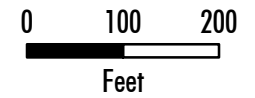
Not to Scale



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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

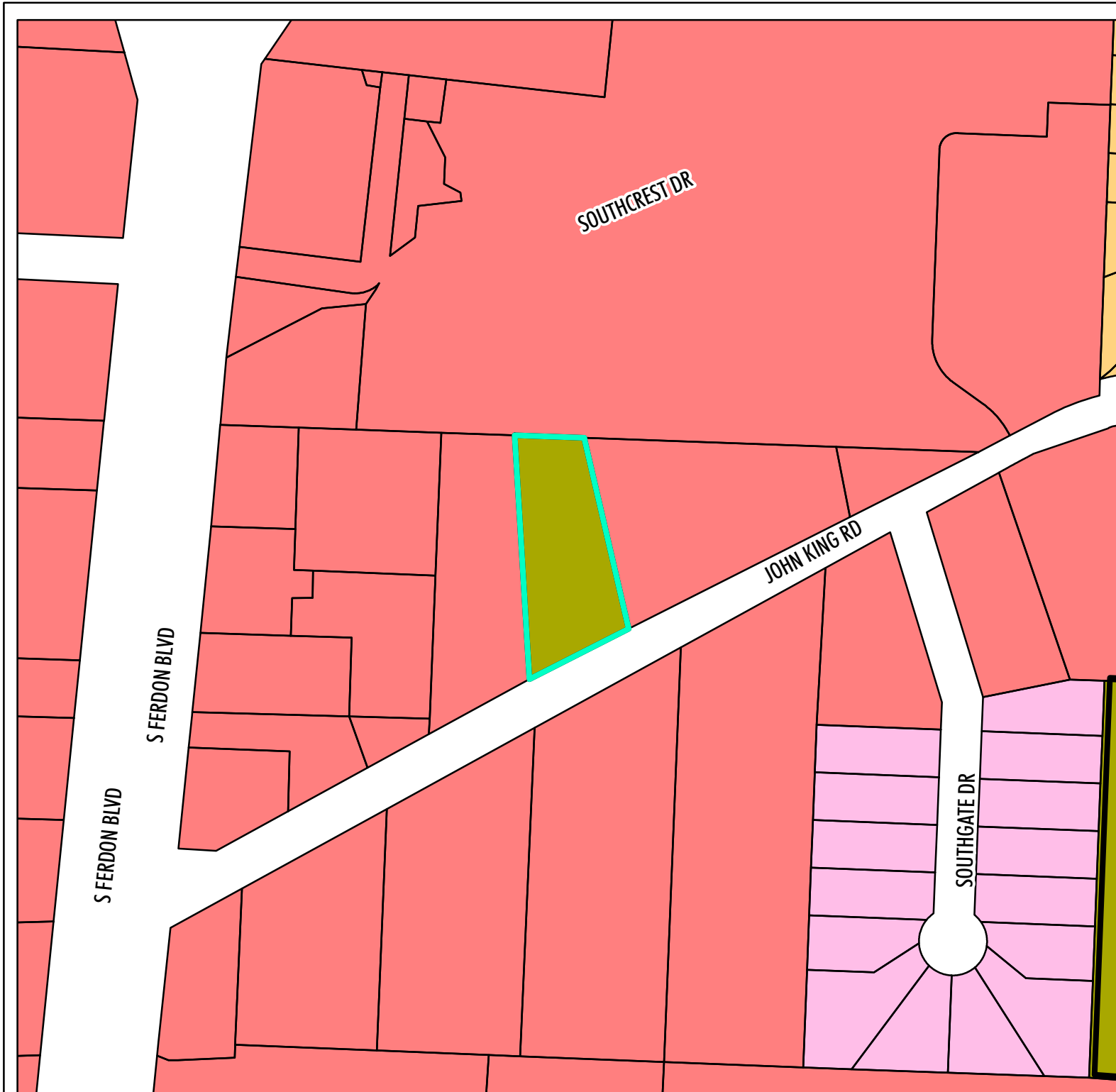
City Future Land Use

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

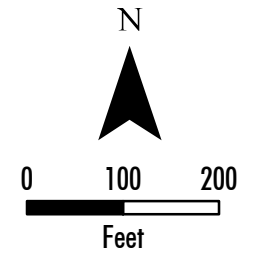
County Future Land Use

-  Mixed Use (MU)

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

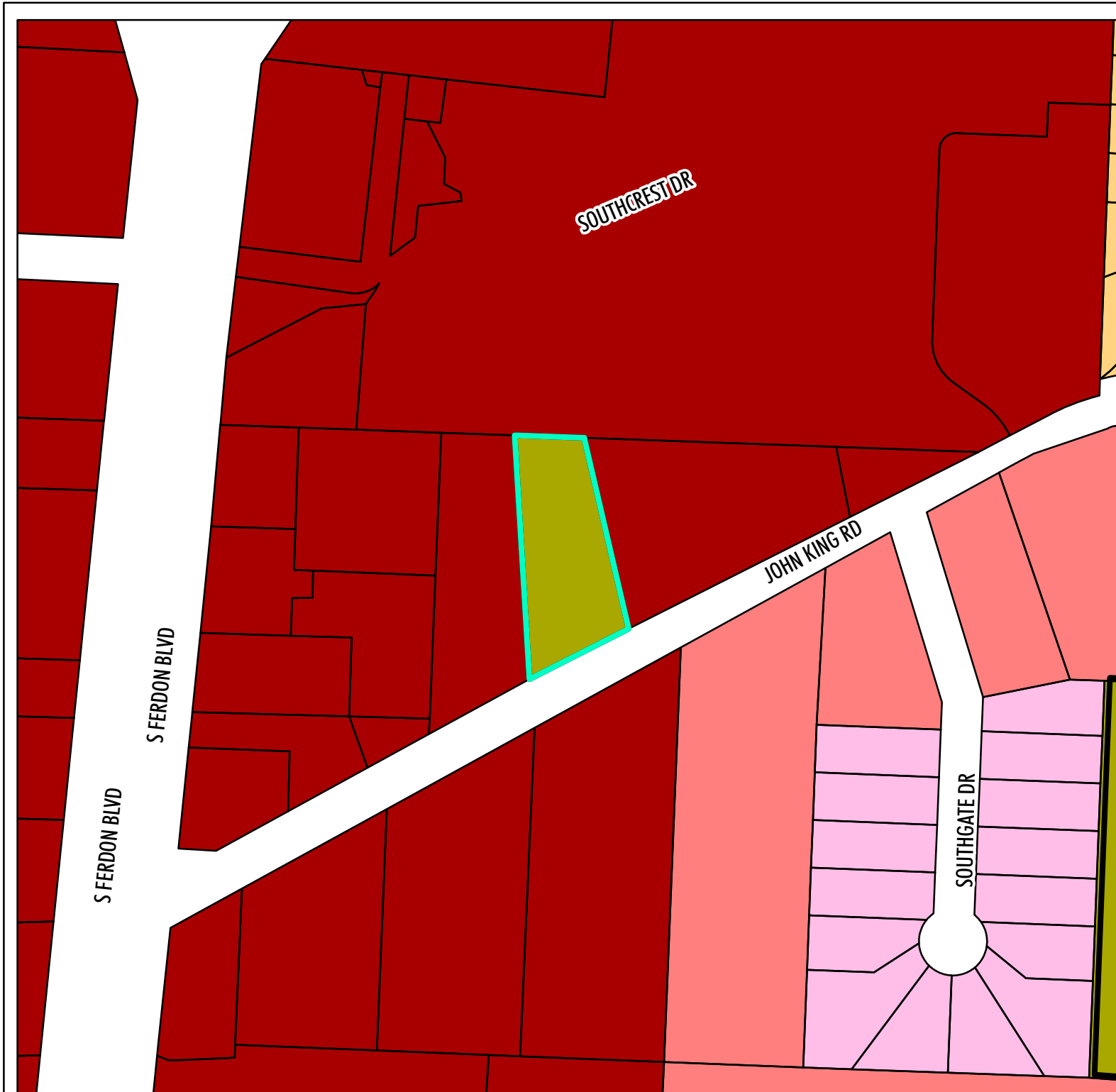
City Zoning

- 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)

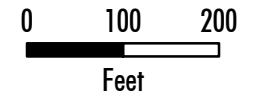
County Zoning

- 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



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

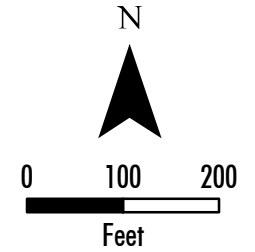
 Residential (R)

County Future Land Use

 Mixed Use (MU)

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

Proposed Zoning



Legend

Subject Parcel

City Limits

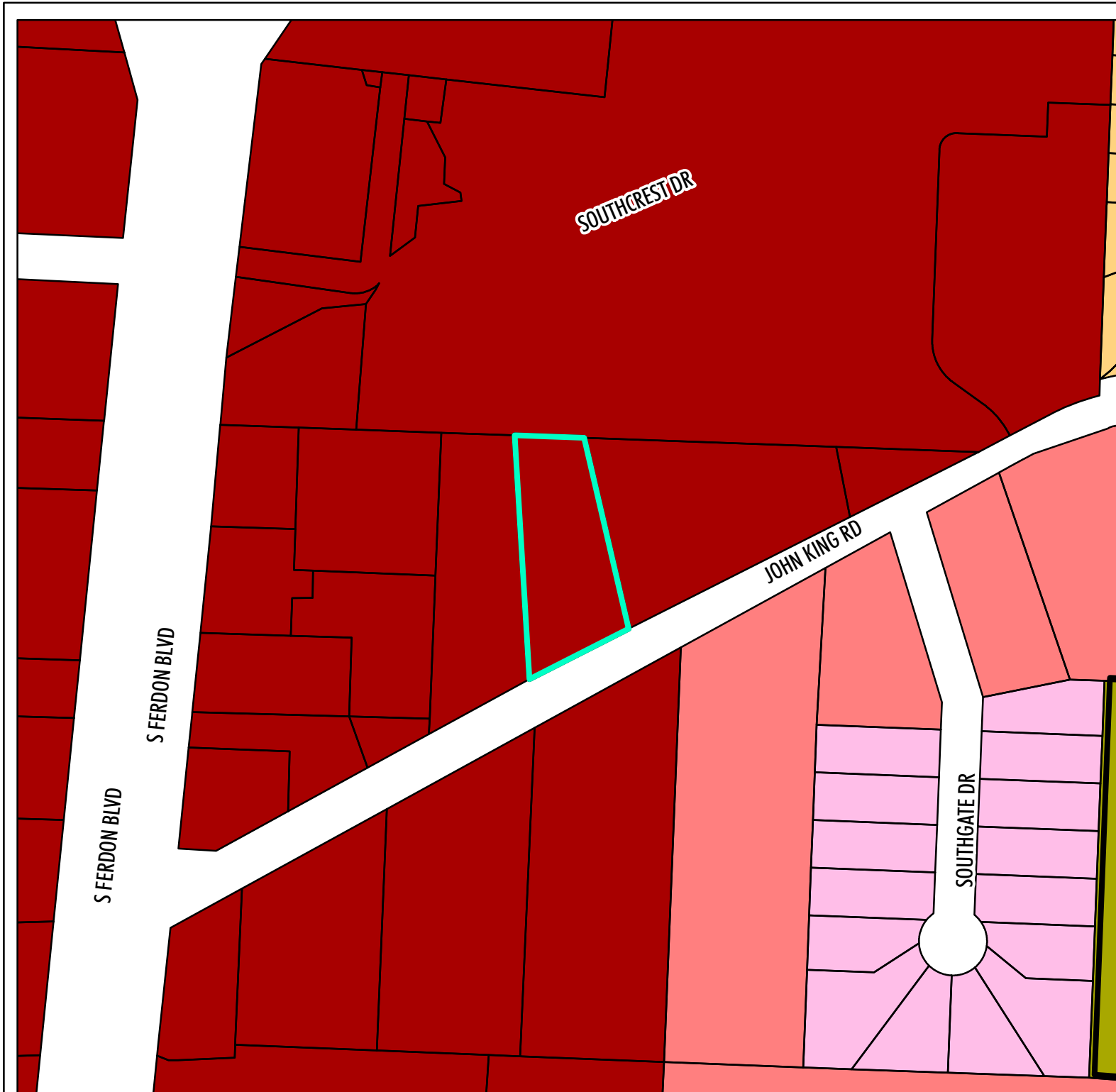
City Zoning

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

County Zoning

- Mixed Use (MU)

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: June 13, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 6/8/2022
SUBJECT: Ordinance 1877 - John King Road Rezoning

BACKGROUND:

On April 27, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on John King Road.

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 High-Intensity District (C-2) zoning designation for the property.

The Planning and Development Board recommended approval of the request on June 6, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Grandeur Hospitality Investments LLC
2652 Brodie Lane
Crestview, FL 32536
Parcel ID: 32-3N-23-0000-0016-0000
Site Size: 0.94 acre
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	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant
East	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant
South	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
West	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial

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 could 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 May 16, 2022. The property was posted on May 24, 2022. An advertisement ran in the Crestview News Bulletin on May 26 and June 2, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1877 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1877

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.94 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE 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 0.94 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 0.94 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 1876, is hereby rezoned to Commercial High-Intensity District (C-2) to wit:

PIN # 32-3N-23-0000-0016-0000

Begin at the Northwest corner of Northwest Quarter of Northeast Quarter of Section 32, Township 3 North, Range 23 West, thence North 87° 40' East 376.72 feet along Section line for Point of Beginning, thence North 87° 40' East 106.72 feet along section line, thence South 17° 04' East 302.64 feet to the Northwest right of way of dedicated road; thence South 57° 40' 05" West 165.6 feet along said road, thence Northwesterly to the Point of Beginning.

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

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

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

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

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1876 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of June, 2022.

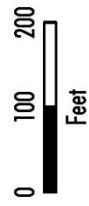
ATTEST:

Maryanne Schrader
City Clerk

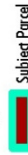
Approved by me this 27th day of June, 2022.

J. B. Whitten
Mayor

Adopted Zoning



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 (IW)

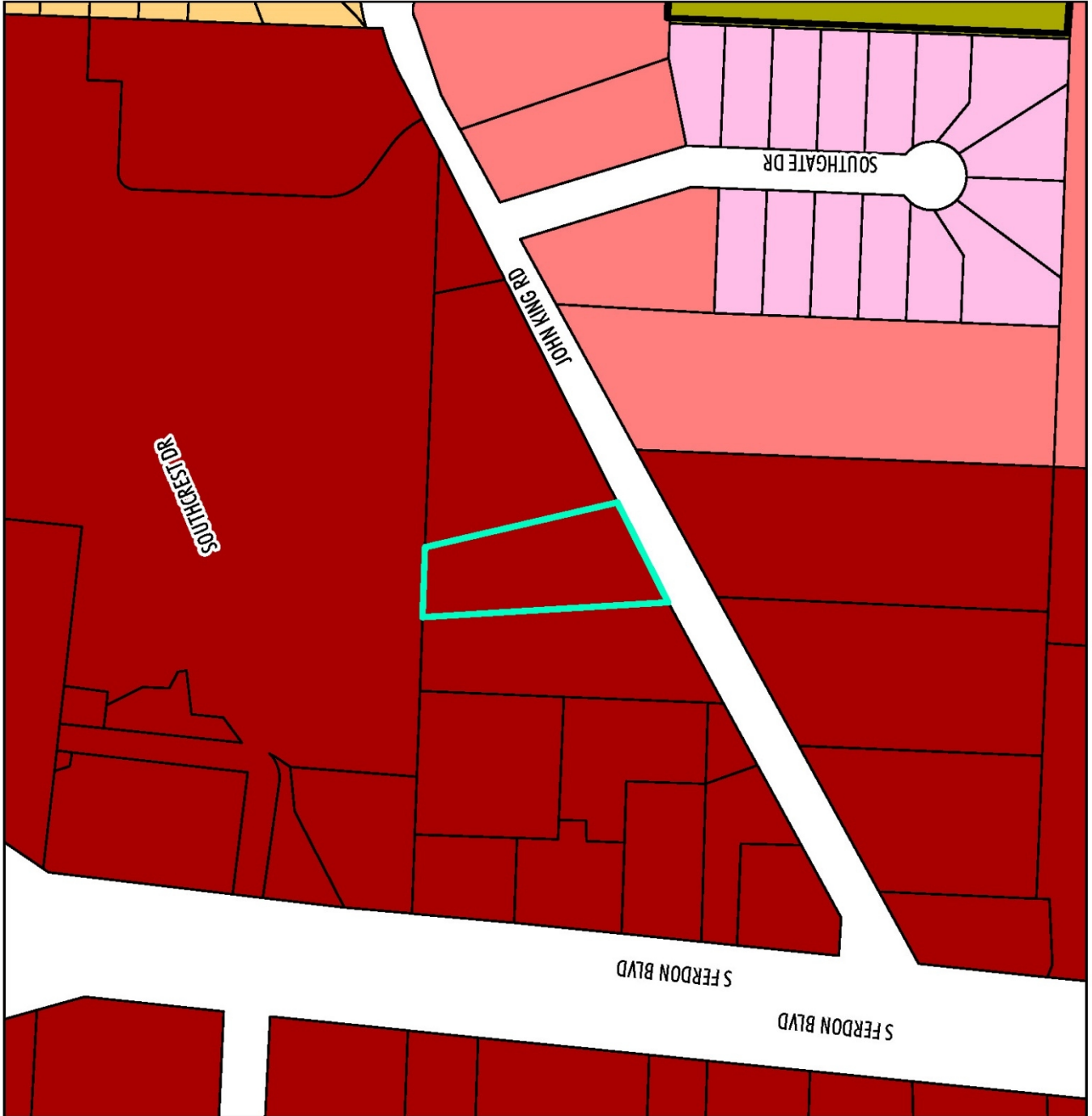
Public Lands (P)

Conservation (E)

County Zoning

Mixed Use (MU)

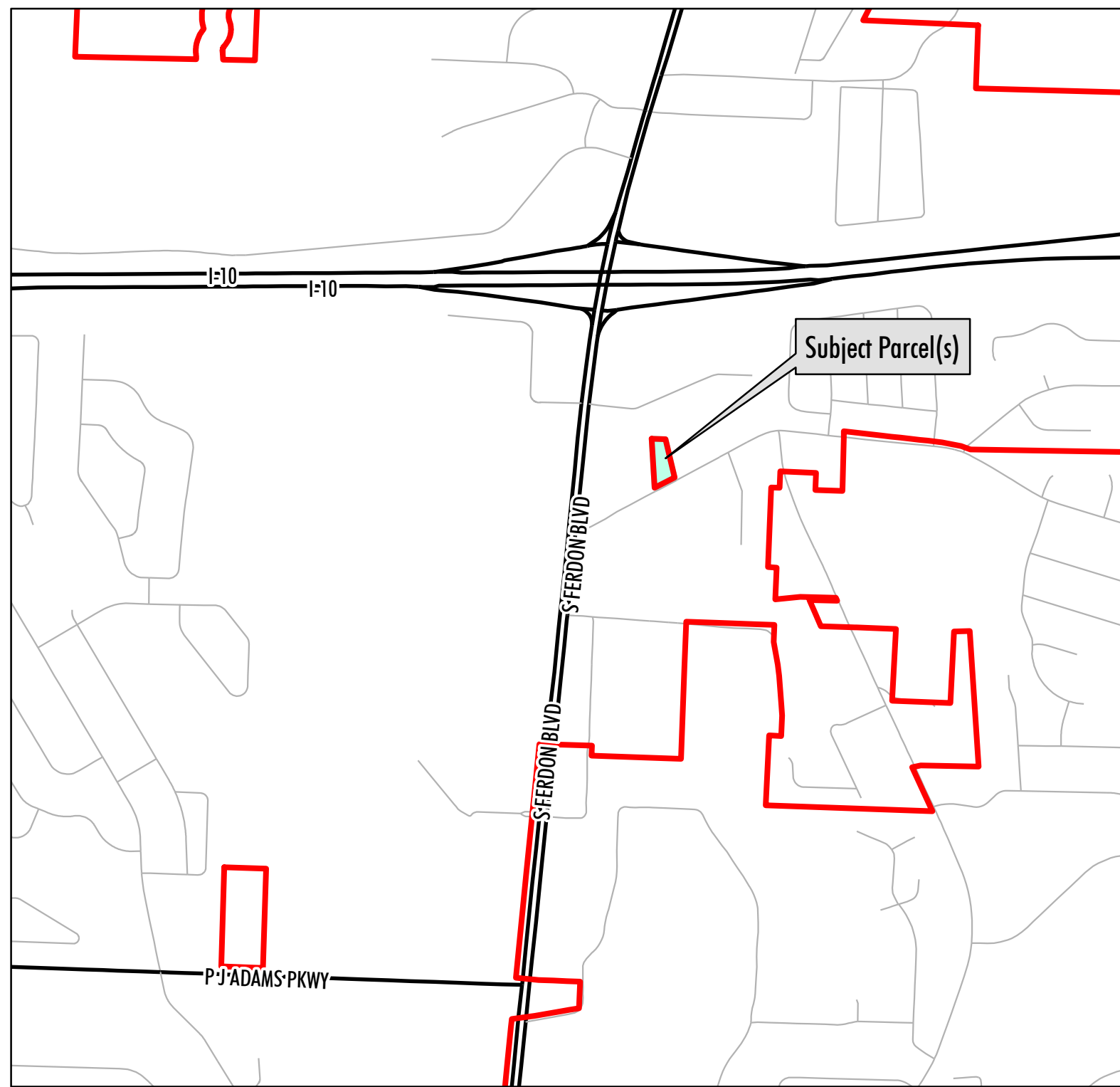
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



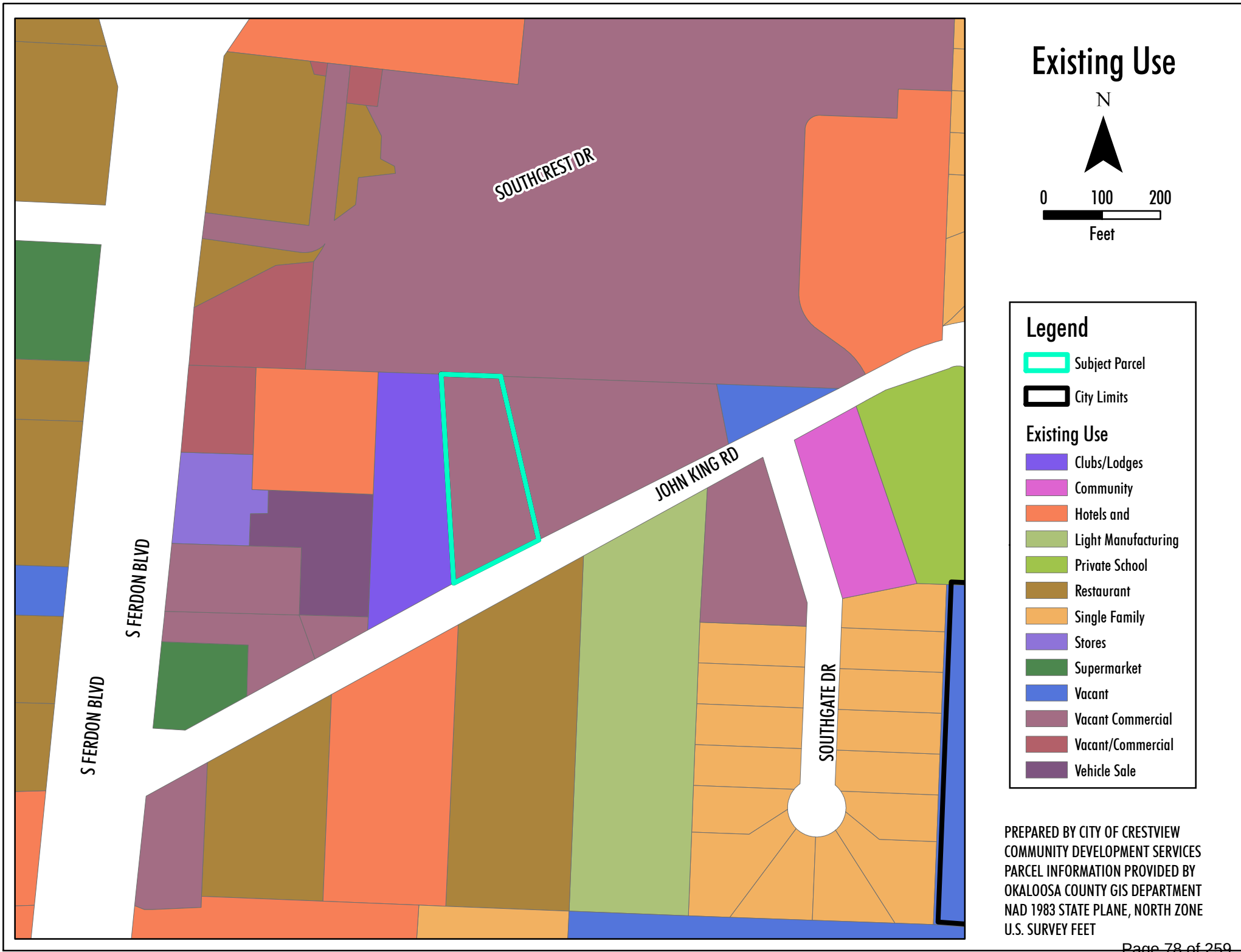
Vicinity Map



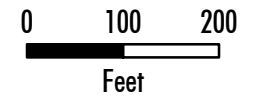
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COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



Legend

 Subject Parcel

 City Limits

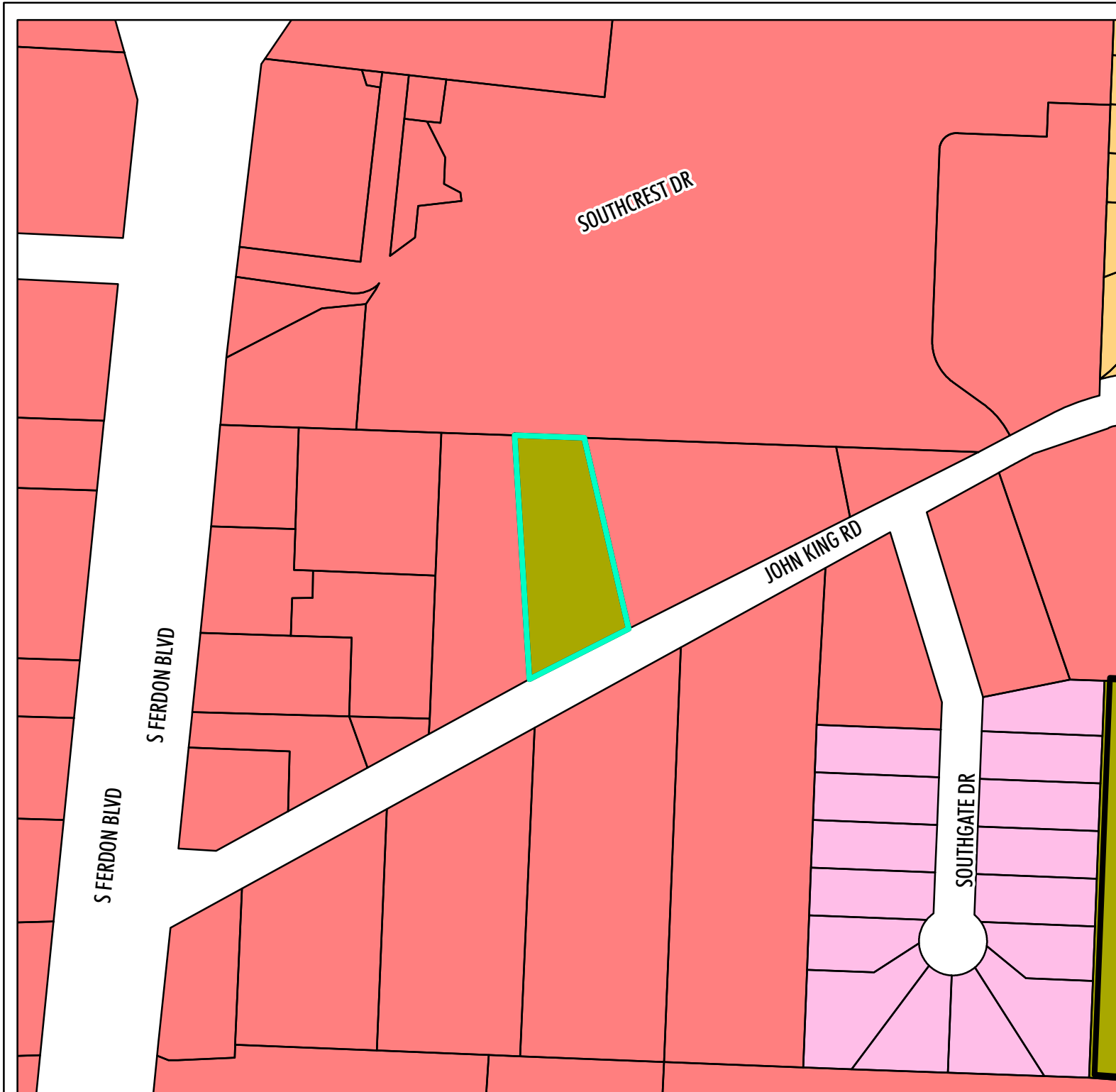
City Future Land Use

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

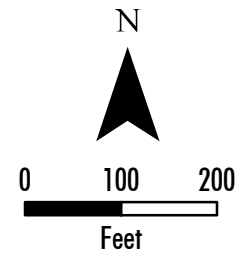
County Future Land Use

-  Mixed Use (MU)

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



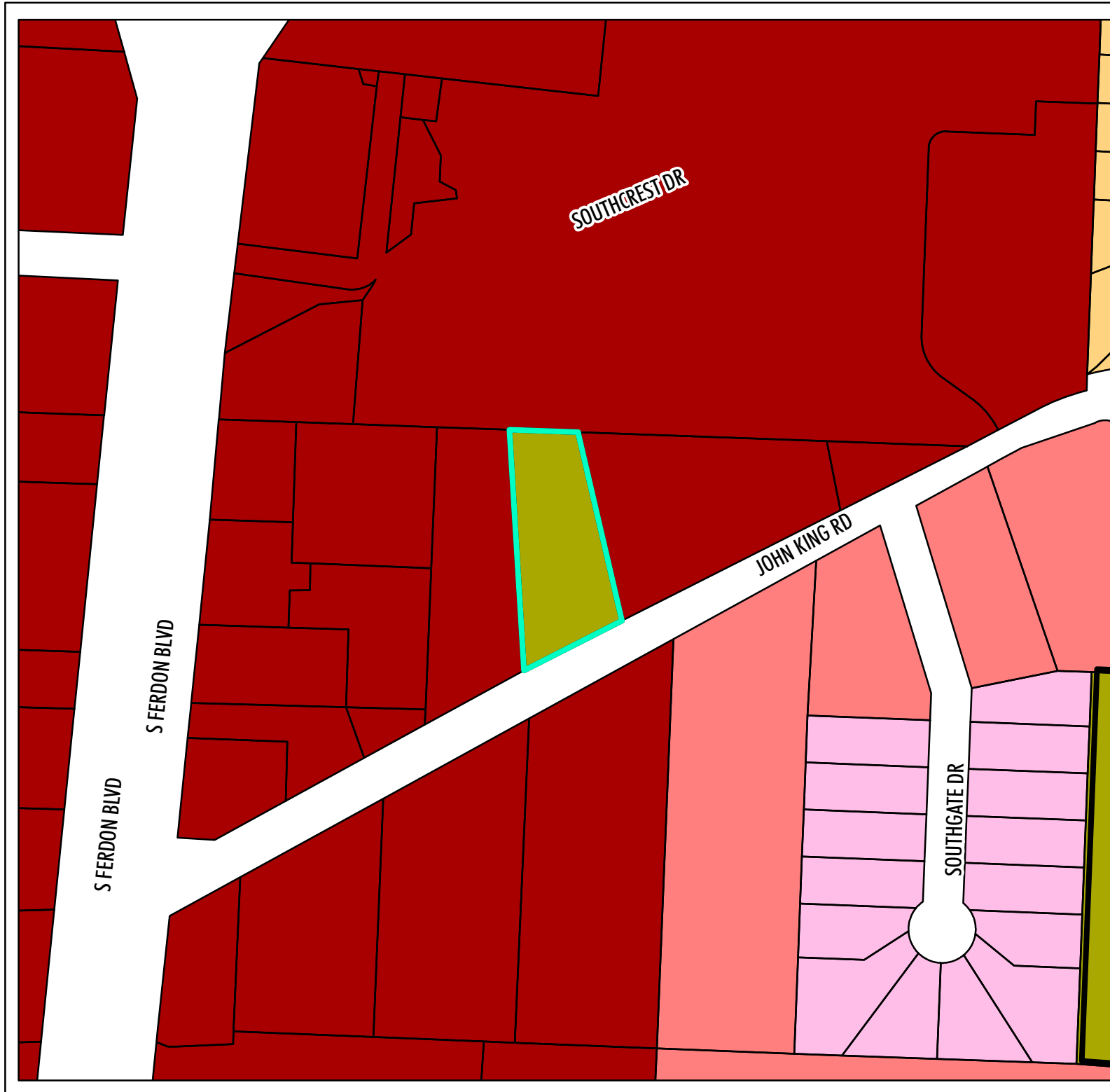
Current Zoning



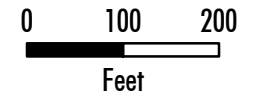
Legend

-  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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Proposed Future Land Use



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

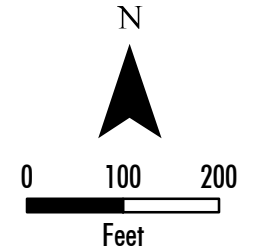
 Residential (R)

County Future Land Use

 Mixed Use (MU)

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U.S. SURVEY FEET

Proposed Zoning



Legend

Subject Parcel

City Limits

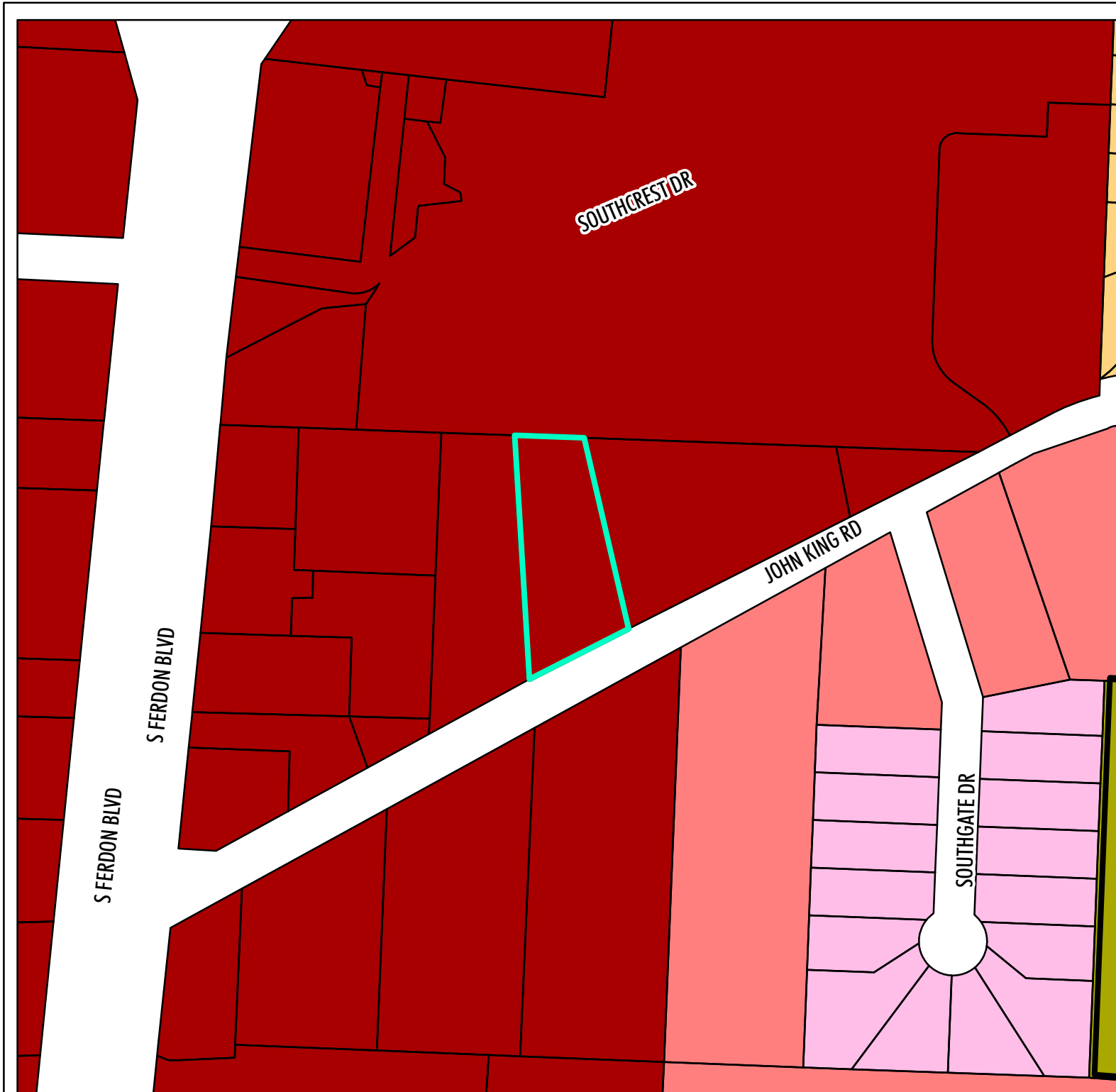
City Zoning

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

County Zoning

- Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: June 13, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 6/8/2022
SUBJECT: Ordinance 1878 - Williams Avenue East Annexation

BACKGROUND:

On May 17, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 760 Williams Avenue East.

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 June 6, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Dekay Investments LLC
201 SE Eglin Pkwy
Ft Walton Beach, FL 32547
Parcel ID: 21-3N-23-1670-0015-0320
Site Size: 0.69 acre
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	Residential (R) and Okaloosa County Low Density Residential	Single and Multi-Family Density Dwelling District (R-3) and Okaloosa County Residential-1	Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Vacant
West	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential

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 use will continue as a residence.

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 17, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on May 19, 2022. The property was posted on May 24, 2022. An advertisement ran in the Crestview News Bulletin on May 26 and June 2, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

The cost of advertising was \$544.50.

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

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1878 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1878

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 0.69 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 21, 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 # 21-3N-23-1670-0015-0320 (Deed recorded in Book 3620, page 300, dated April 29, 2022)

Lot 32, 33, 34, 35, 36, 37, 38 and 39, Block 15, Morris Addition to Crestview, Florida, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 133, 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.

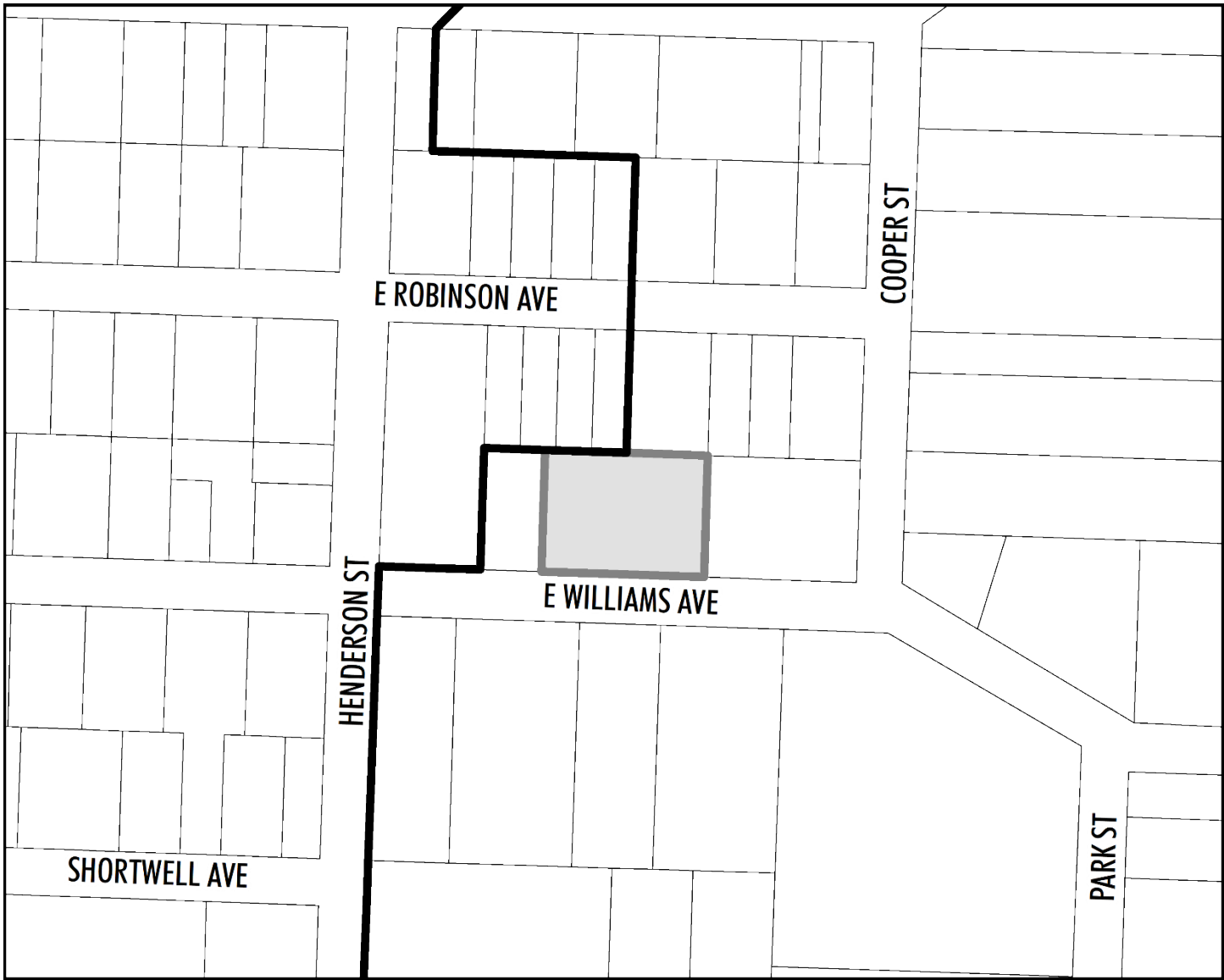
Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of June, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 27th day of June, 2022.

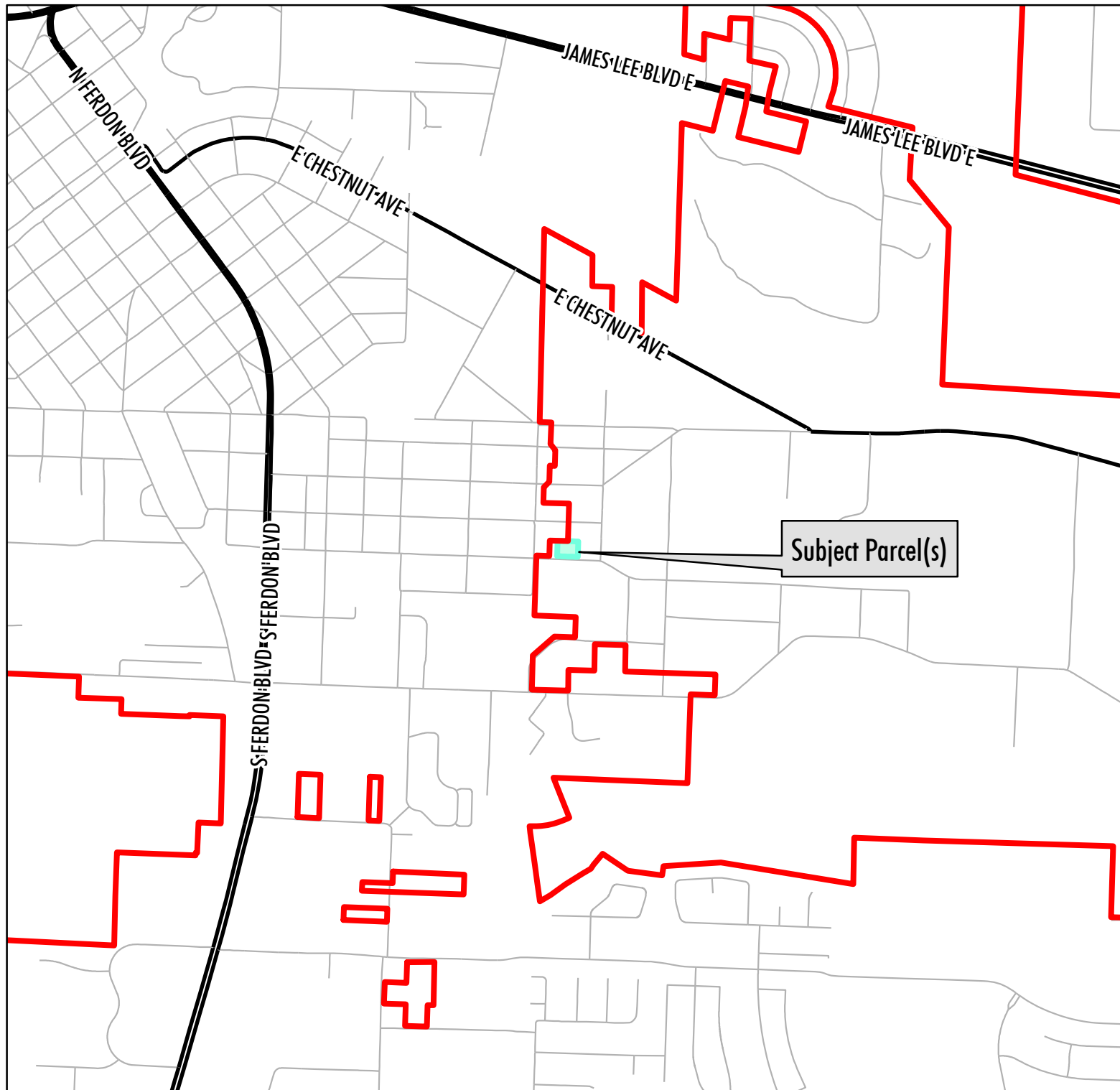
J. B. Whitten
Mayor



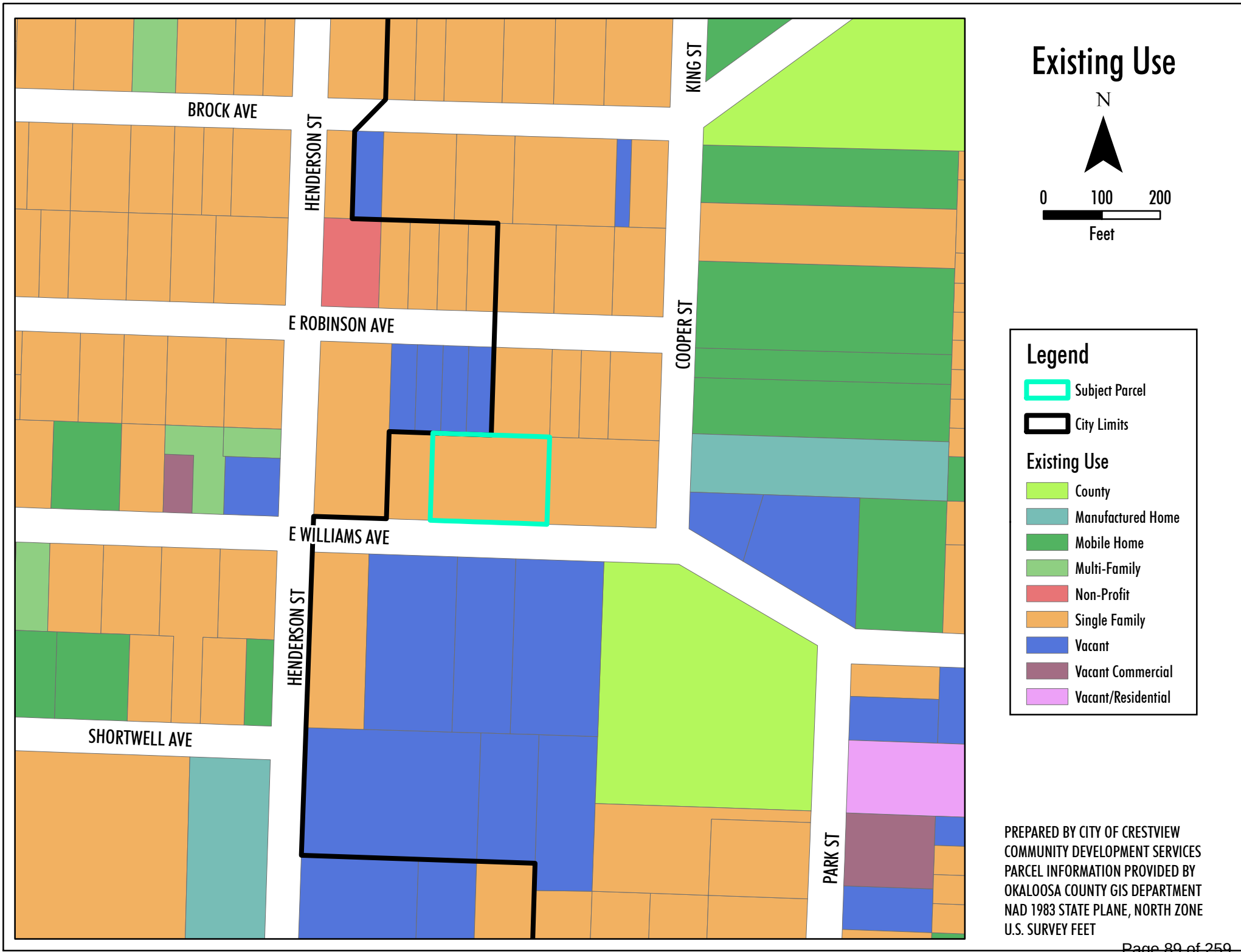
Vicinity Map



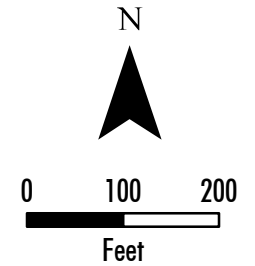
Not to Scale



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



Current Future Land Use



Legend

Subject Parcel

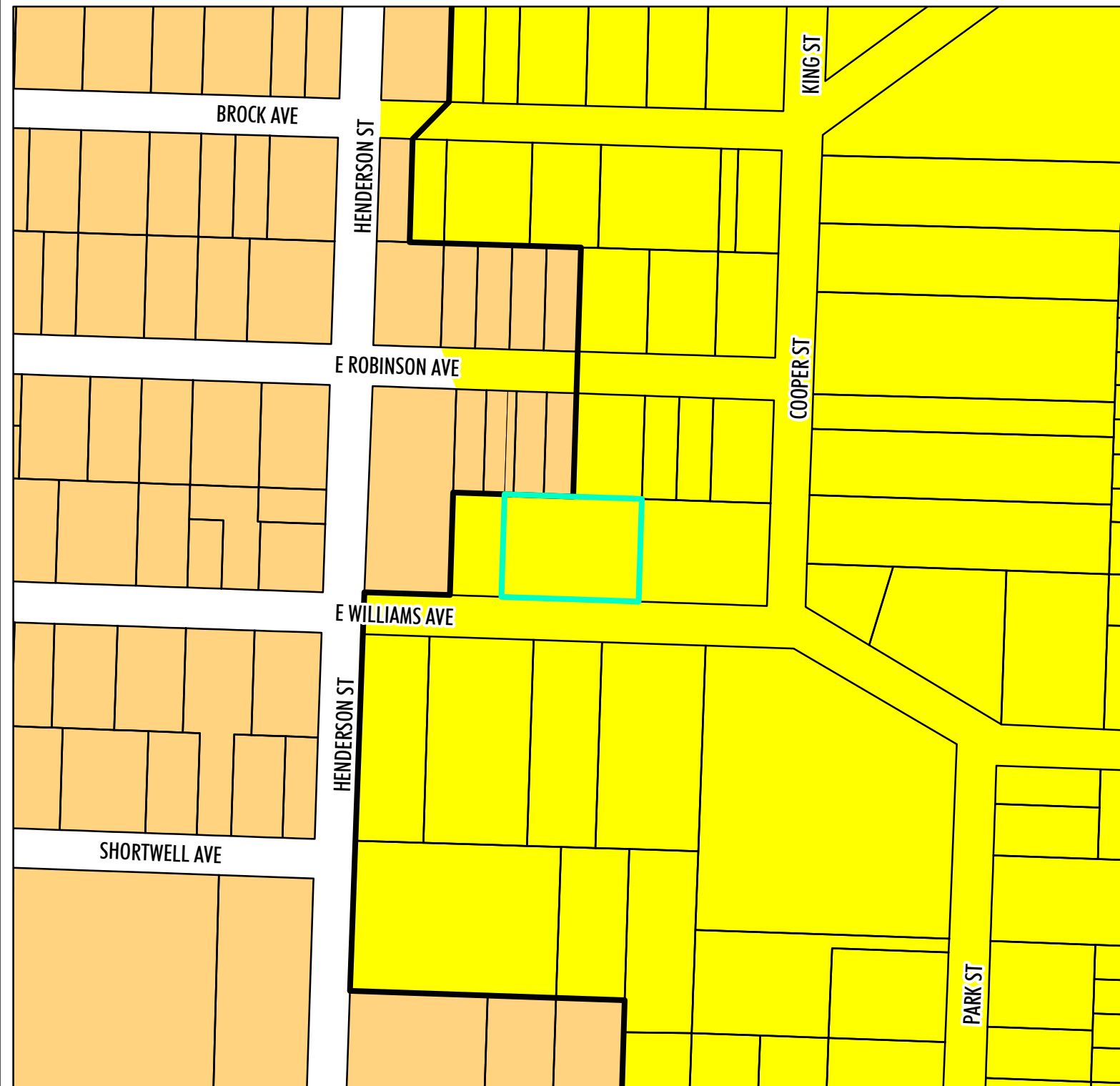
City Limits

City Future Land Use

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

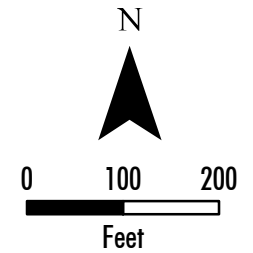
County Future Land Use

- Low Density Residential (LDR)



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

Current Zoning



Legend

Subject Parcel

City Limits

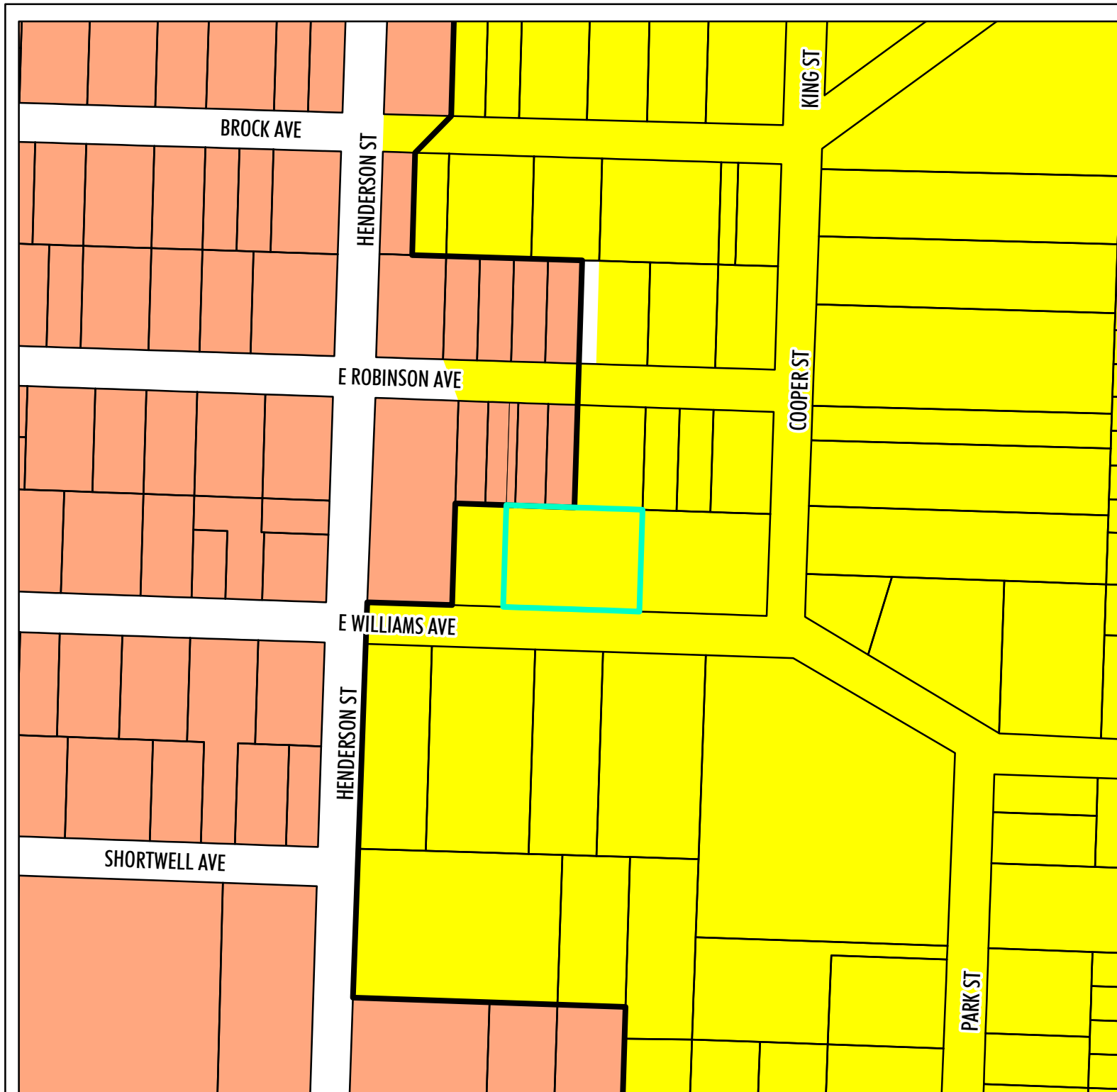
City Zoning

- 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

- Residential - 1 (R-1)

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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



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

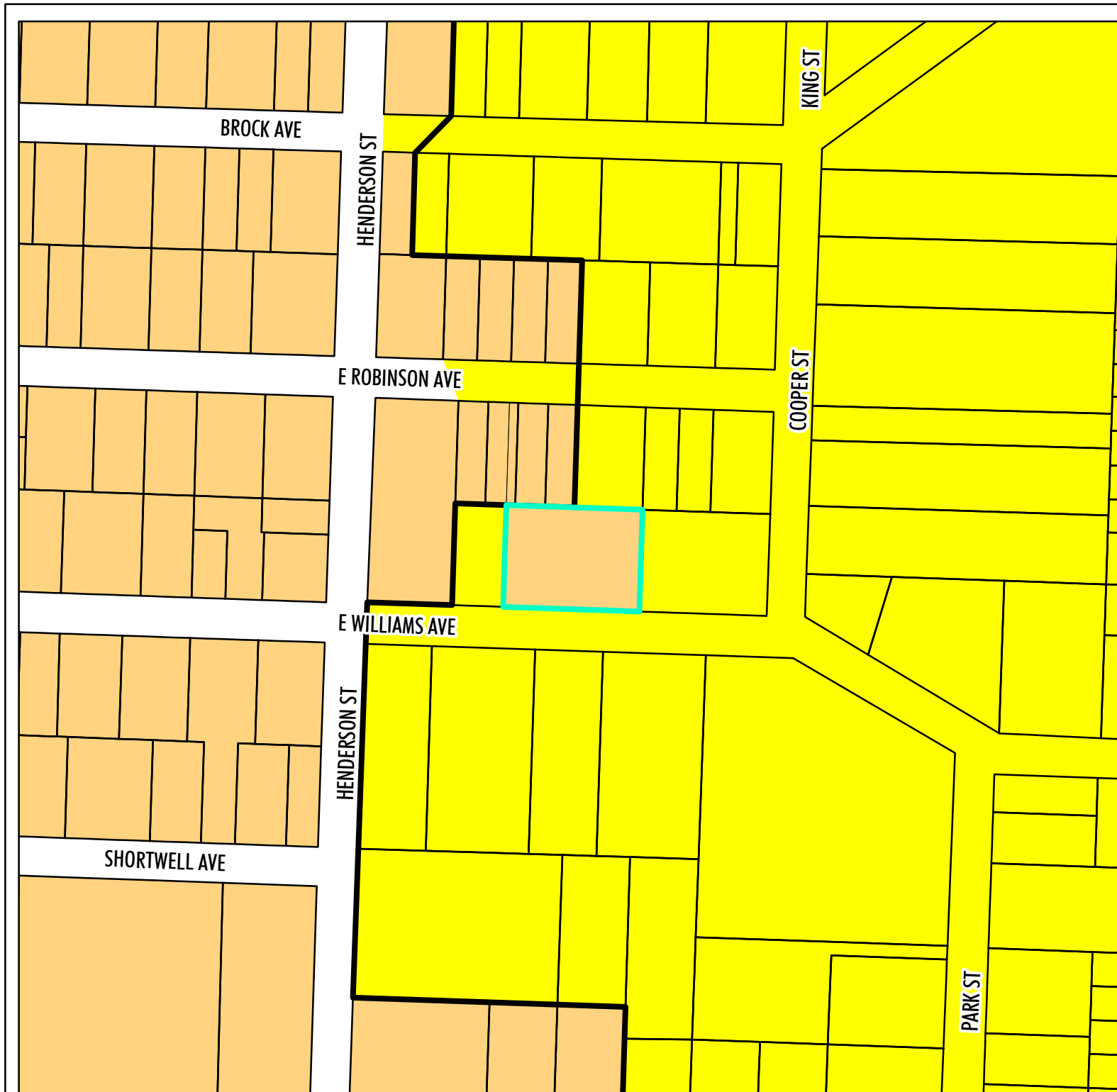
 Public Lands (PL)

 Residential (R)

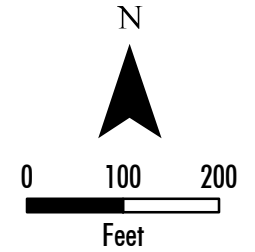
County Future Land Use

 Low Density Residential (LDR)

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

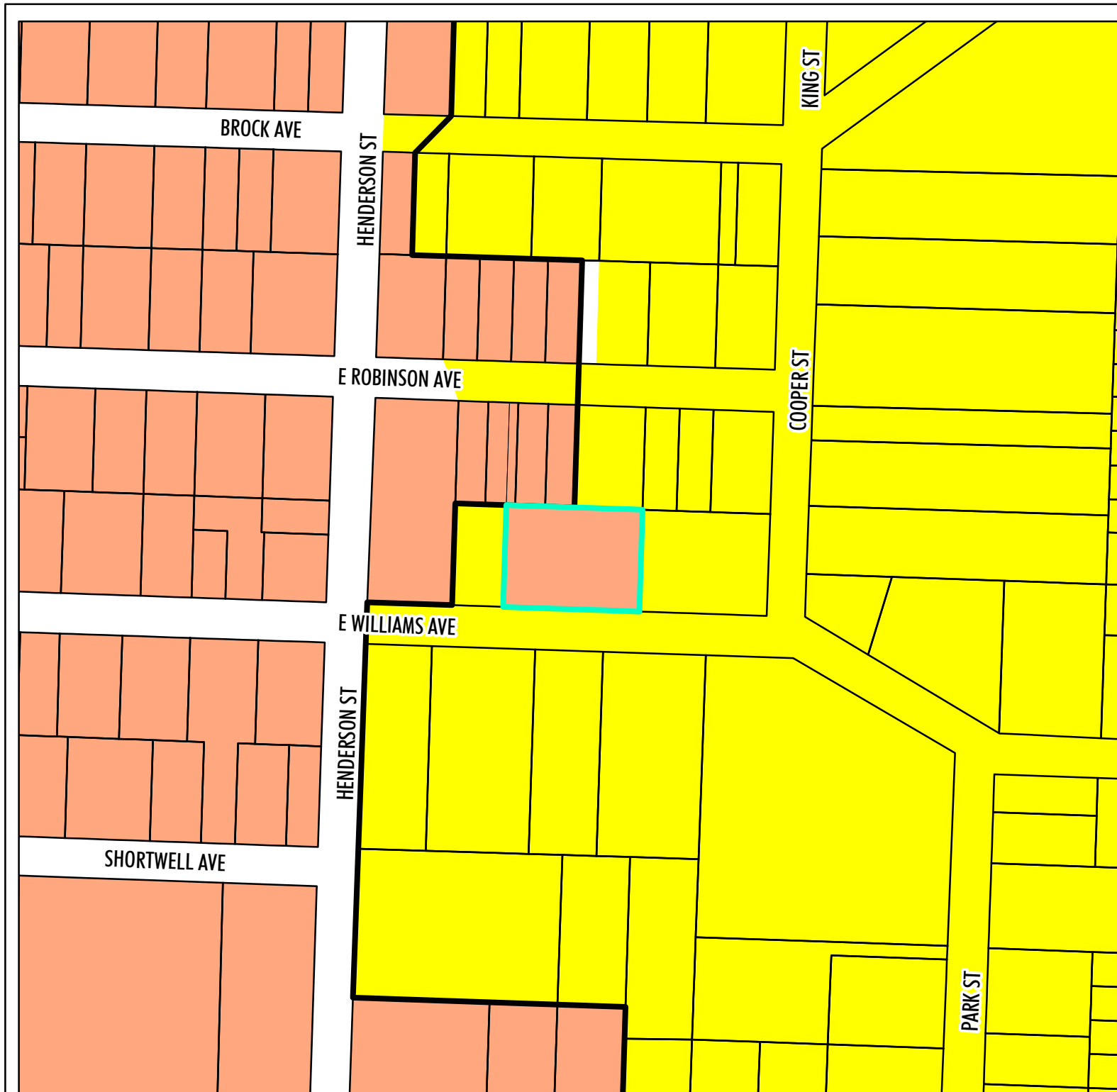
City Zoning

- 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

- Residential - 1 (R-1)

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: June 13, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 6/8/2022
SUBJECT: Ordinance 1879 - Williams Avenue East Comprehensive Plan Amendment

BACKGROUND:

On May 17, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 760 Williams Avenue East.

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 Residential (R) future land use designation for the property.

The Planning and Development Board recommended approval of the request on June 6, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Dekay Investments LLC
201 SE Eglin Pkwy
Ft Walton Beach, FL 32547
Parcel ID: 21-3N-23-1670-0015-0320
Site Size: 0.69 acre
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	Residential (R) and Okaloosa County Low Density Residential	Single and Multi-Family Density Dwelling District (R-3) and Okaloosa County Residential-1	Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Vacant
West	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential

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 use will continue as a residence.

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 May 17, 2022. The property was posted on May 24, 2022. An advertisement ran in the Crestview News Bulletin on May 26 and June 2, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1879 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1879

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 RESIDENTIAL (R) ON APPROXIMATELY 0.69 ACRES, MORE OR LESS, IN SECTION 21, 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 Low Density Residential to Residential (R) on a parcel of land containing 0.69 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 0.69 acres of land, more or less, from Okaloosa County Low Density Residential to Residential (R). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 0.69 acres, more or less, is known as Parcel 21-3N-23-1670-0015-0320 and commonly described as:

Lot 32, 33, 34, 35, 36, 37, 38 and 39, Block 15, Morris Addition to Crestview, Florida, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 133, of the Public Records of Okaloosa County, Florida.

The Residential (R) Future Land Use Category is hereby imposed on Parcel 21-3N-23-1670-0015-0320. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 21-3N-23-1670-0015-0320 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 27th day of June, 2022.

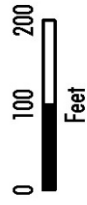
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 27th day of June, 2022.

J. B. Whitten
Mayor

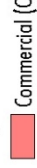
Adopted Future Land Use



Legend



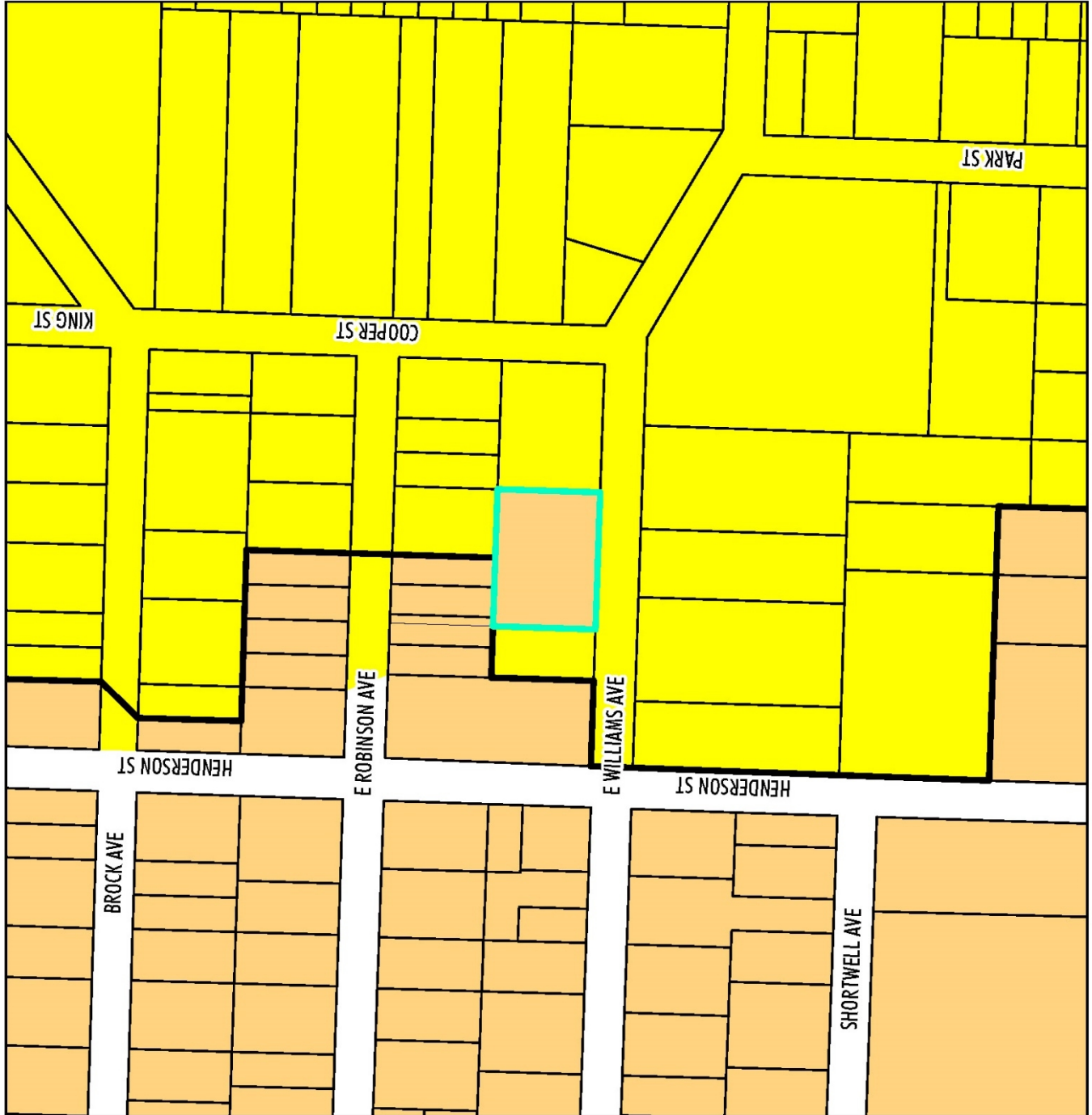
City Future Land Use



County Future Land Use



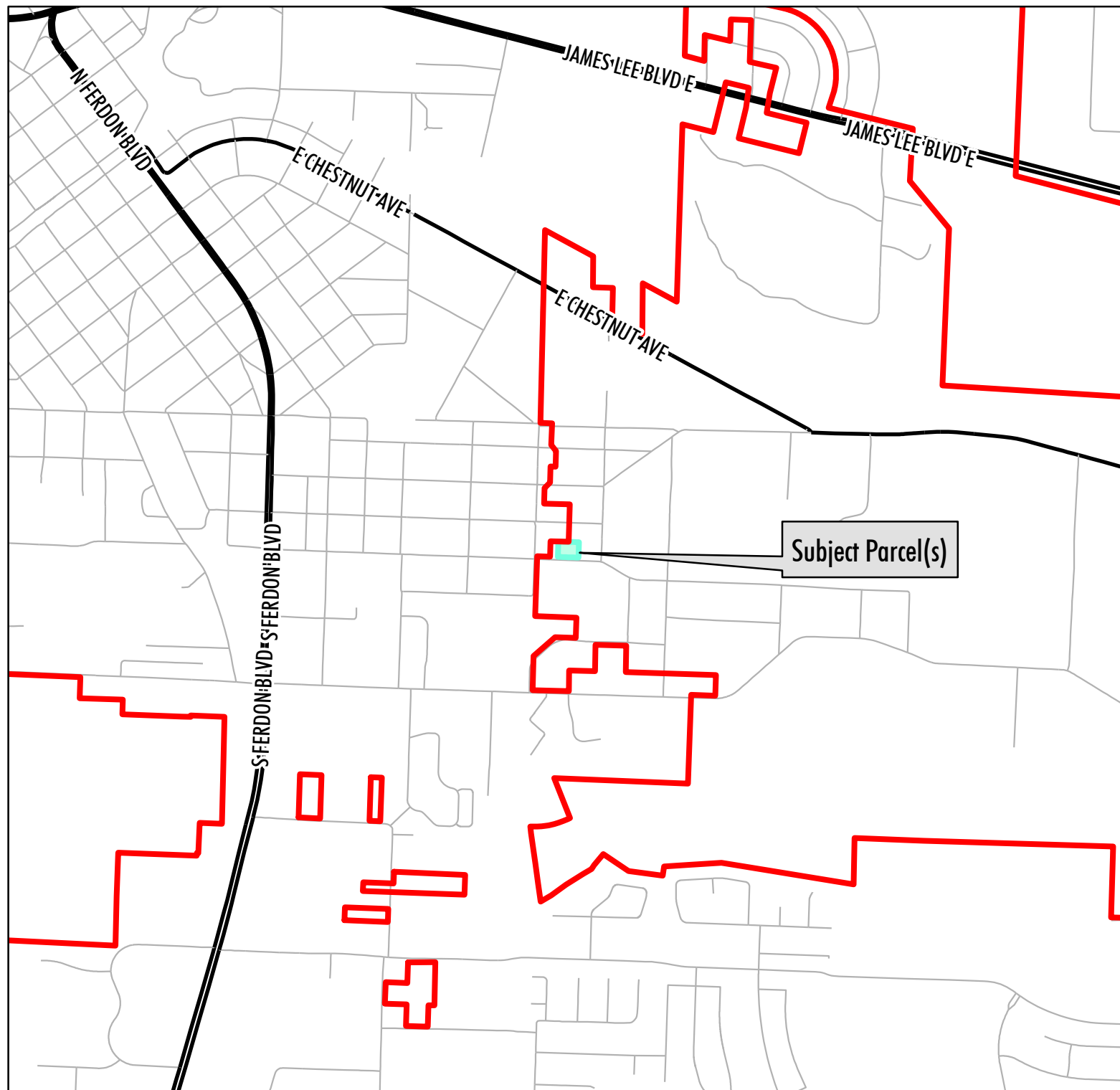
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



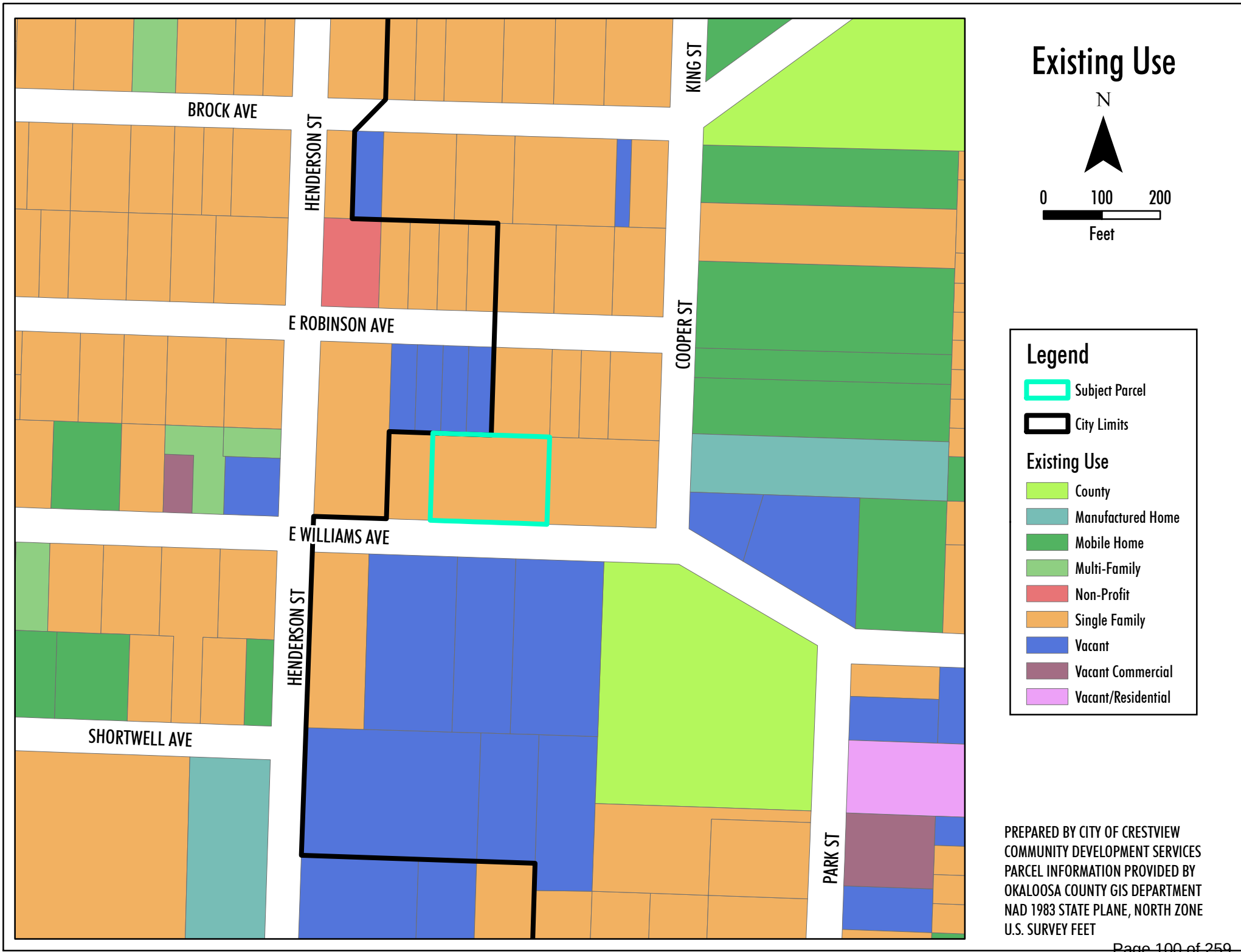
Vicinity Map



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

N



0 100 200
Feet

Legend

Subject Parcel

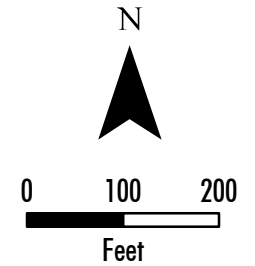
City Limits

Existing Use

- County
- Manufactured Home
- Mobile Home
- Multi-Family
- Non-Profit
- Single Family
- Vacant
- Vacant Commercial
- Vacant/Residential

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

Current Future Land Use



Legend

Subject Parcel

City Limits

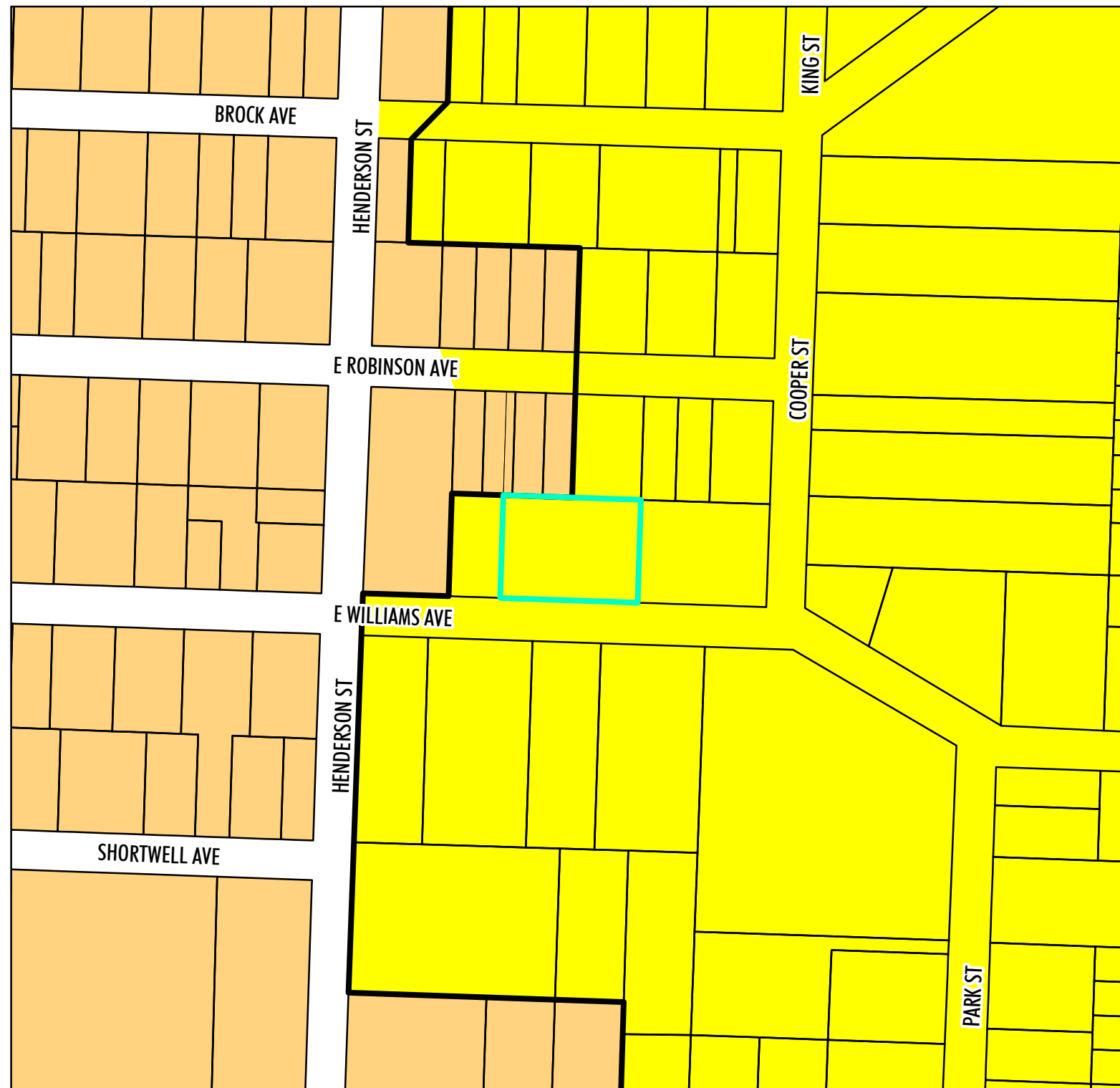
City Future Land Use

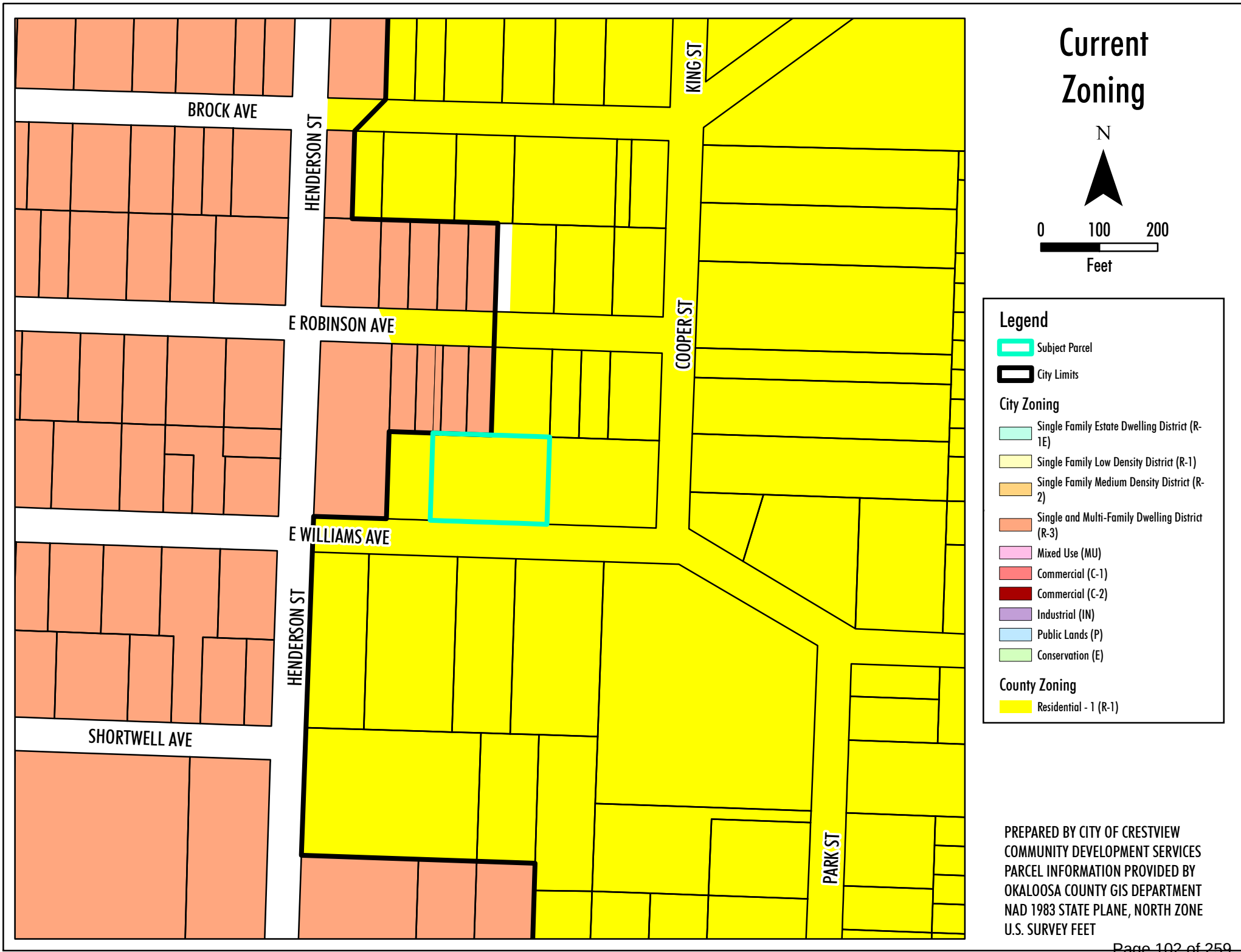
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Low Density Residential (LDR)

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)

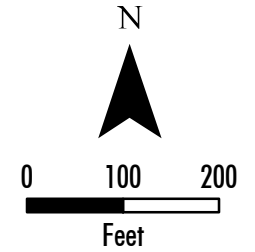
 Residential (R)

County Future Land Use

 Low Density Residential (LDR)

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

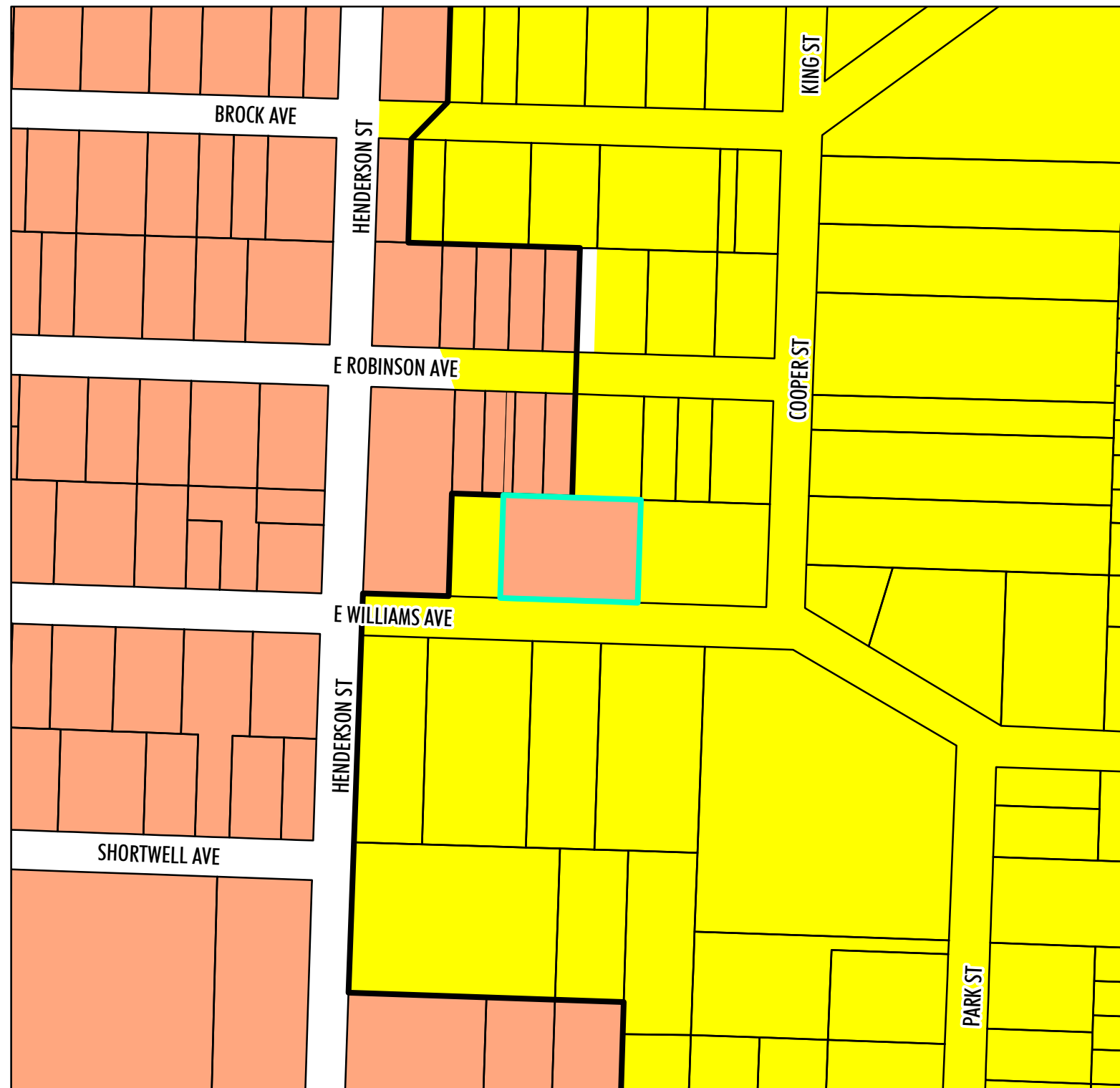
City Zoning

- 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

- Residential - 1 (R-1)

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: June 13, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 6/8/2022
SUBJECT: Ordinance 1880 - Williams Avenue East Rezoning

BACKGROUND:

On May 17, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 760 Williams Avenue East.

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

The Planning and Development Board recommended approval of the request on June 6, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Dekay Investments LLC
201 SE Eglin Pkwy
Ft Walton Beach, FL 32547
Parcel ID: 21-3N-23-1670-0015-0320
Site Size: 0.69 acre
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	Residential (R) and Okaloosa County Low Density Residential	Single and Multi-Family Density Dwelling District (R-3) and Okaloosa County Residential-1	Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Vacant

West	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
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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 use will continue as a residence.

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 May 17, 2022. The property was posted on May 24, 2022. An advertisement ran in the Crestview News Bulletin on May 26 and June 2, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1880 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1880

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.69 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY 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 0.69 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 0.69 acres, more or less, being formerly zoned Okaloosa County Residential-1 with the Residential (R) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1879, is hereby rezoned to Single And Multi-Family Density Dwelling District (R-3) to wit:

PIN # 21-3N-23-1670-0015-0320

Lot 32, 33, 34, 35, 36, 37, 38 and 39, Block 15, Morris Addition to Crestview, Florida, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 133, 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 # 1879 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of June, 2022.

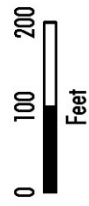
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 27th day of June, 2022.

J. B. Whitten
Mayor

Adopted Zoning



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)

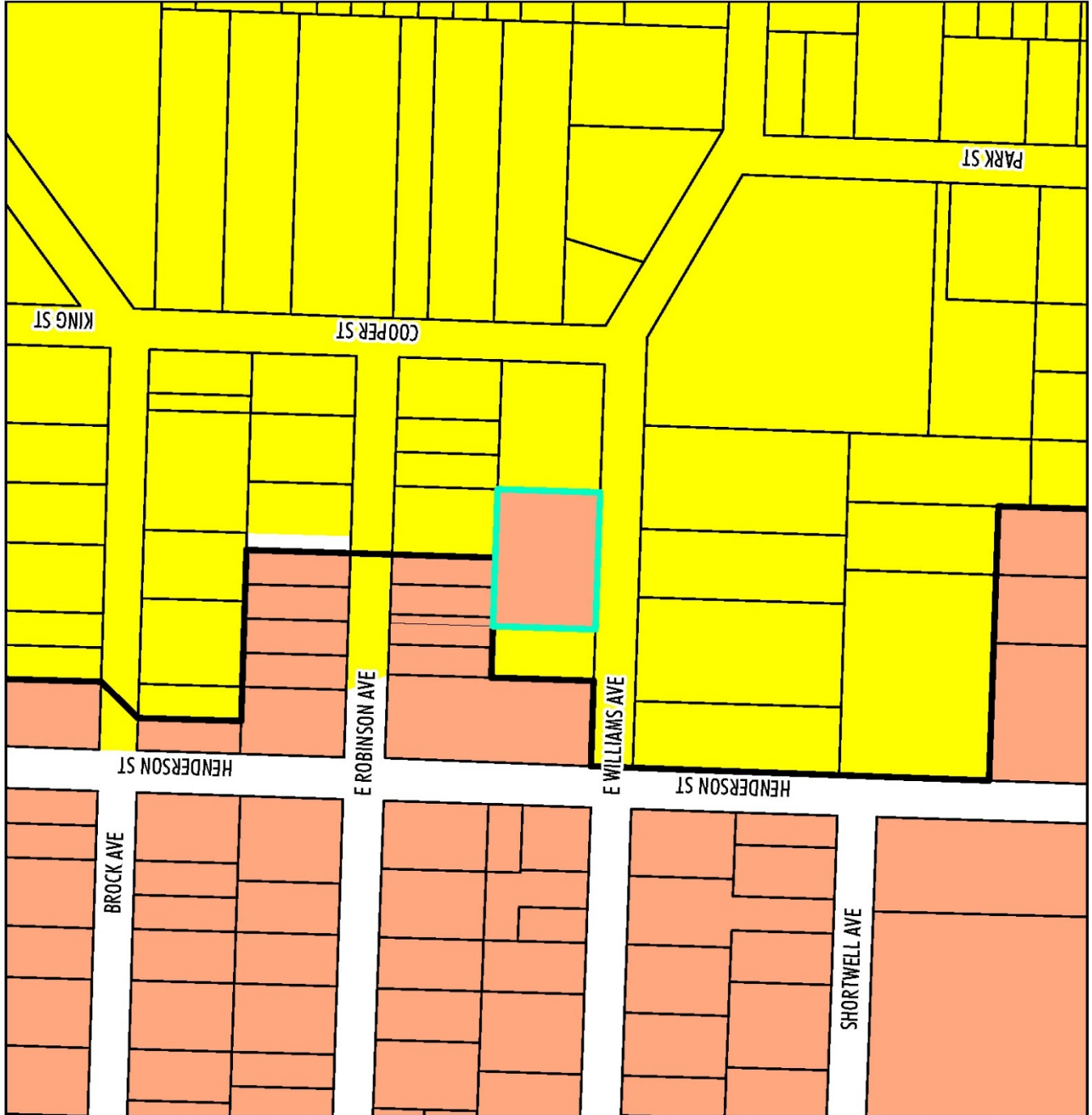
Public Lands (P)

Conservation (E)

County Zoning

Residential - 1 (R-1)

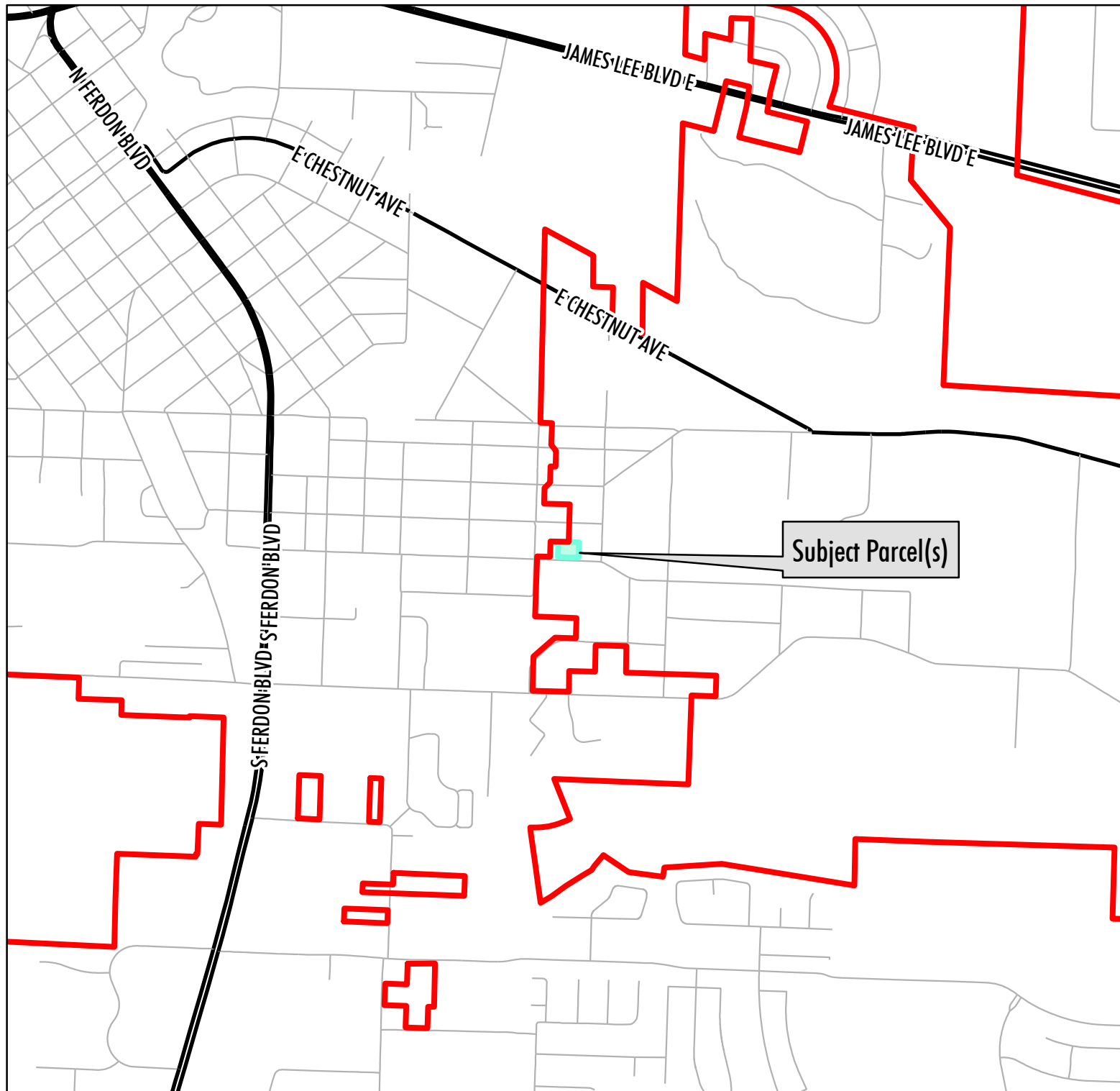
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



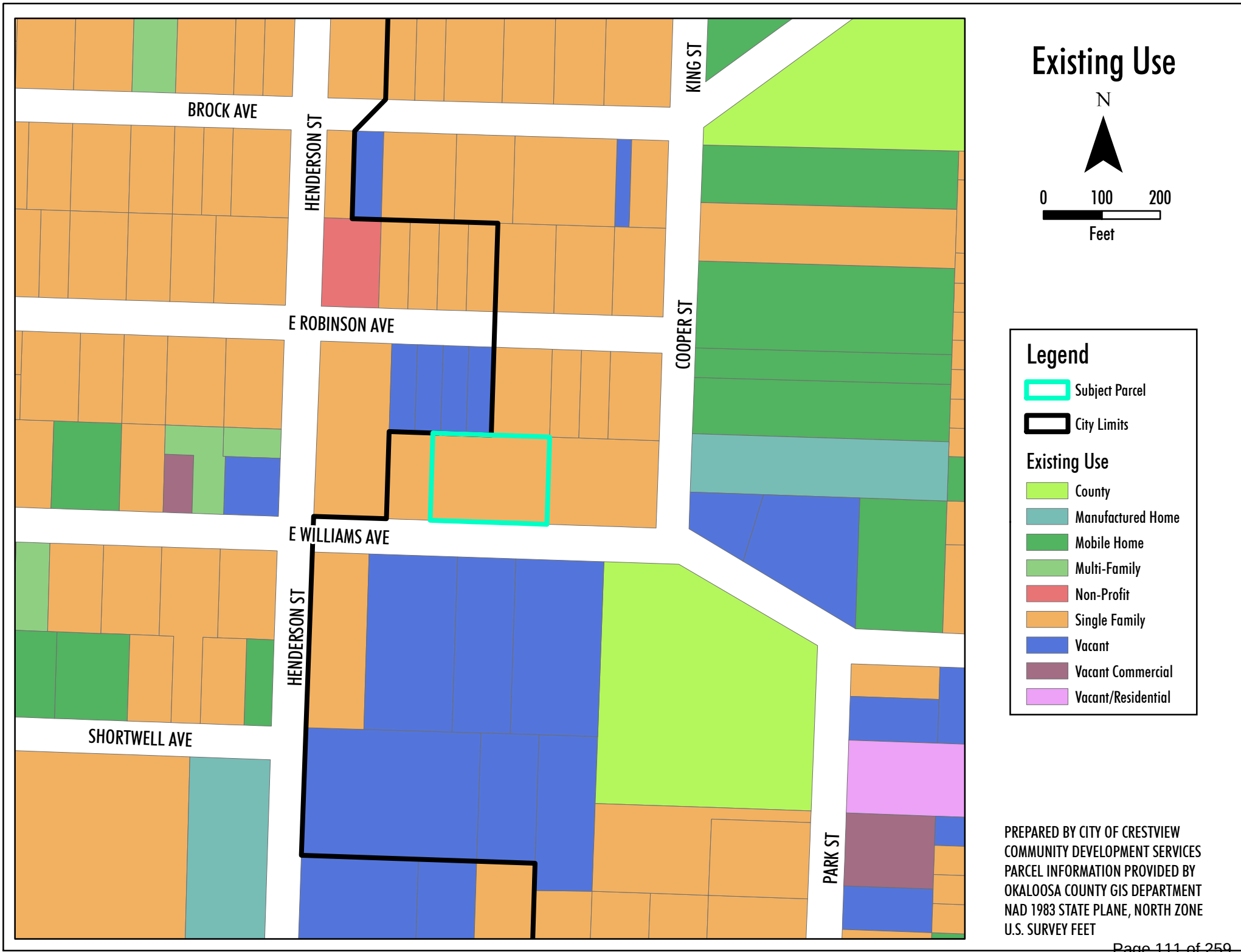
Vicinity Map



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



0 100 200
Feet

Legend

Subject Parcel

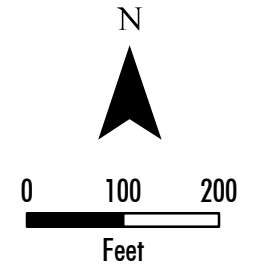
City Limits

Existing Use

- County
- Manufactured Home
- Mobile Home
- Multi-Family
- Non-Profit
- Single Family
- Vacant
- Vacant Commercial
- Vacant/Residential

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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

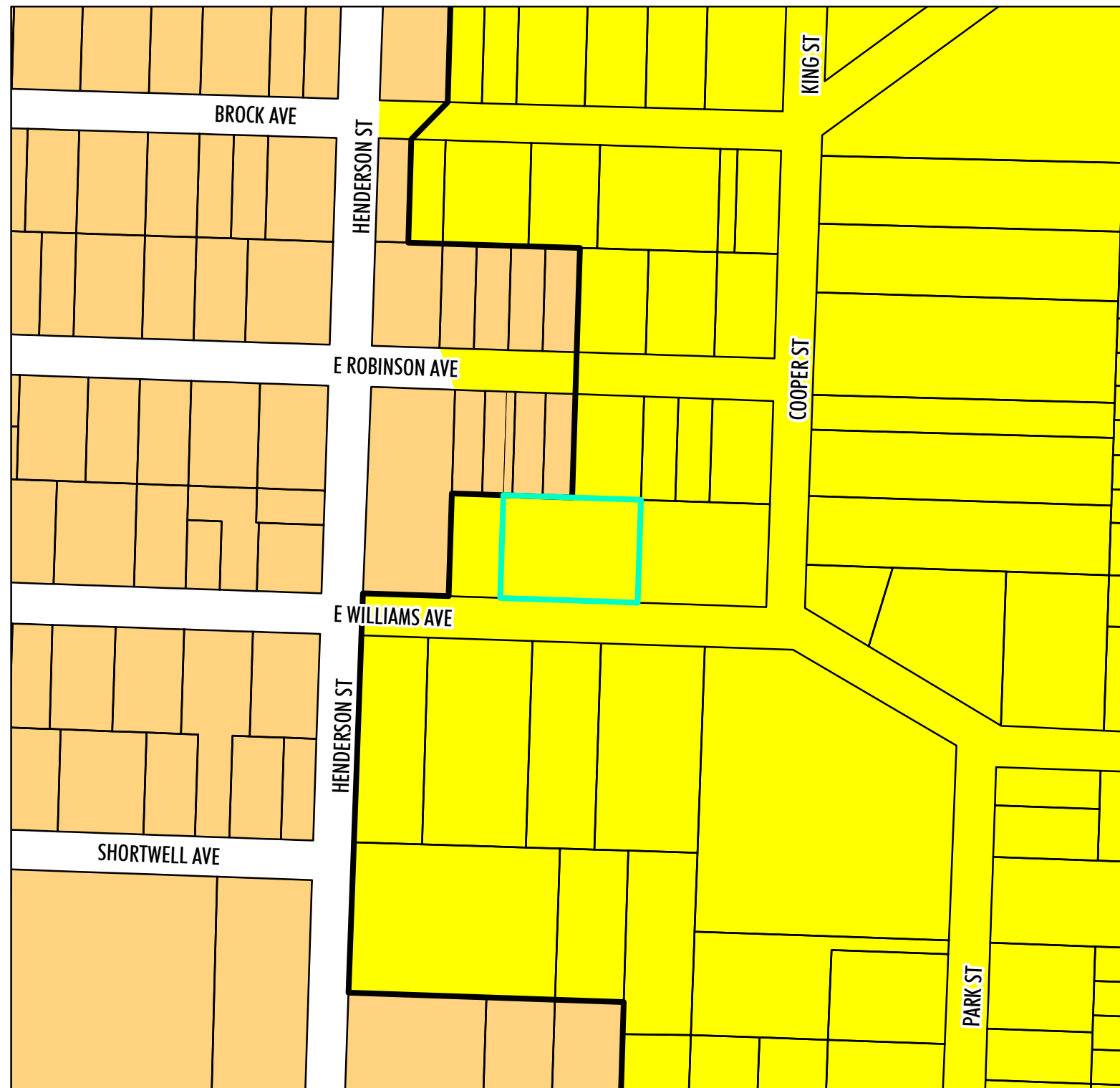
City Future Land Use

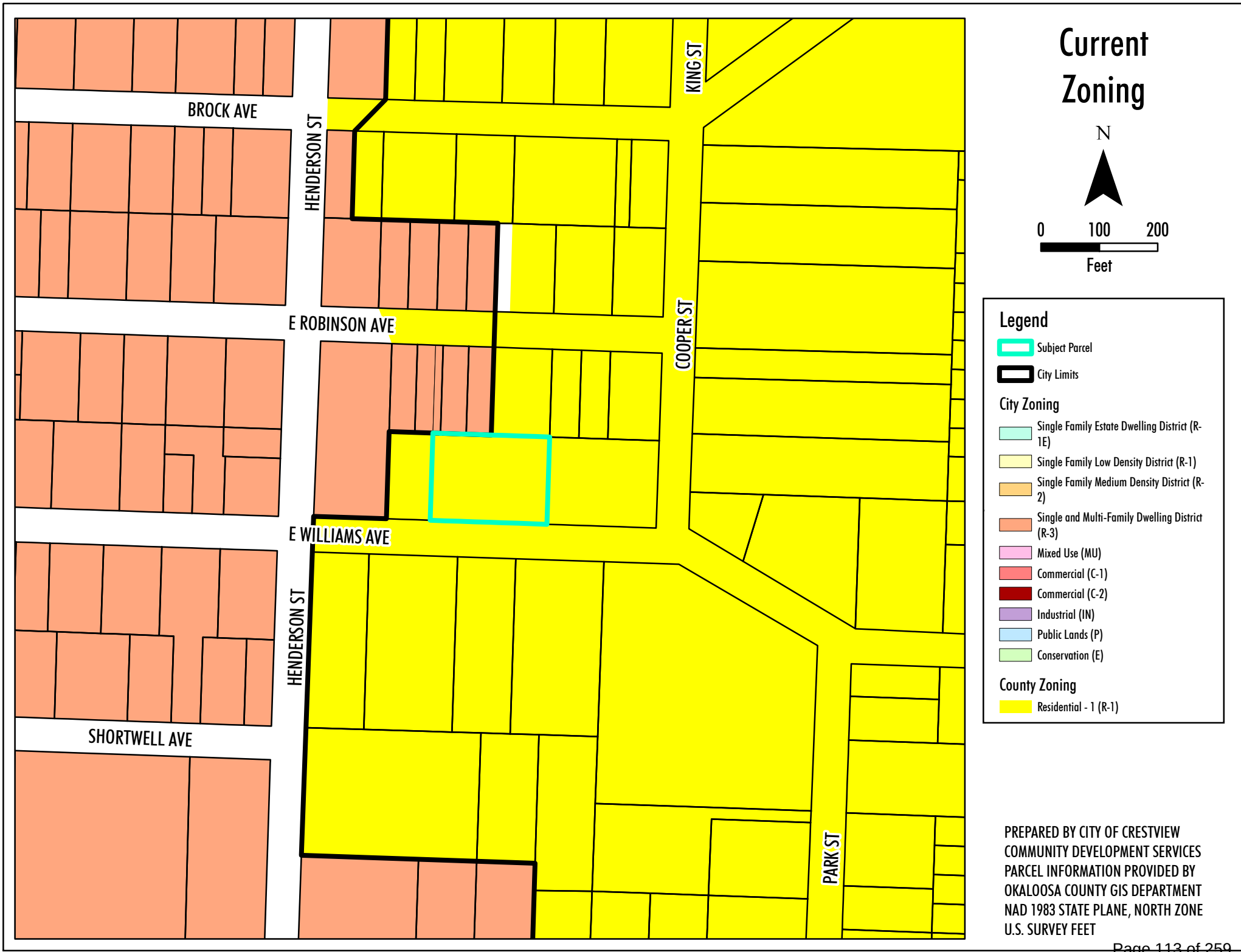
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Low Density Residential (LDR)

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)

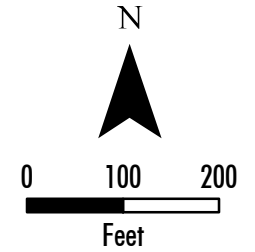
 Residential (R)

County Future Land Use

 Low Density Residential (LDR)

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

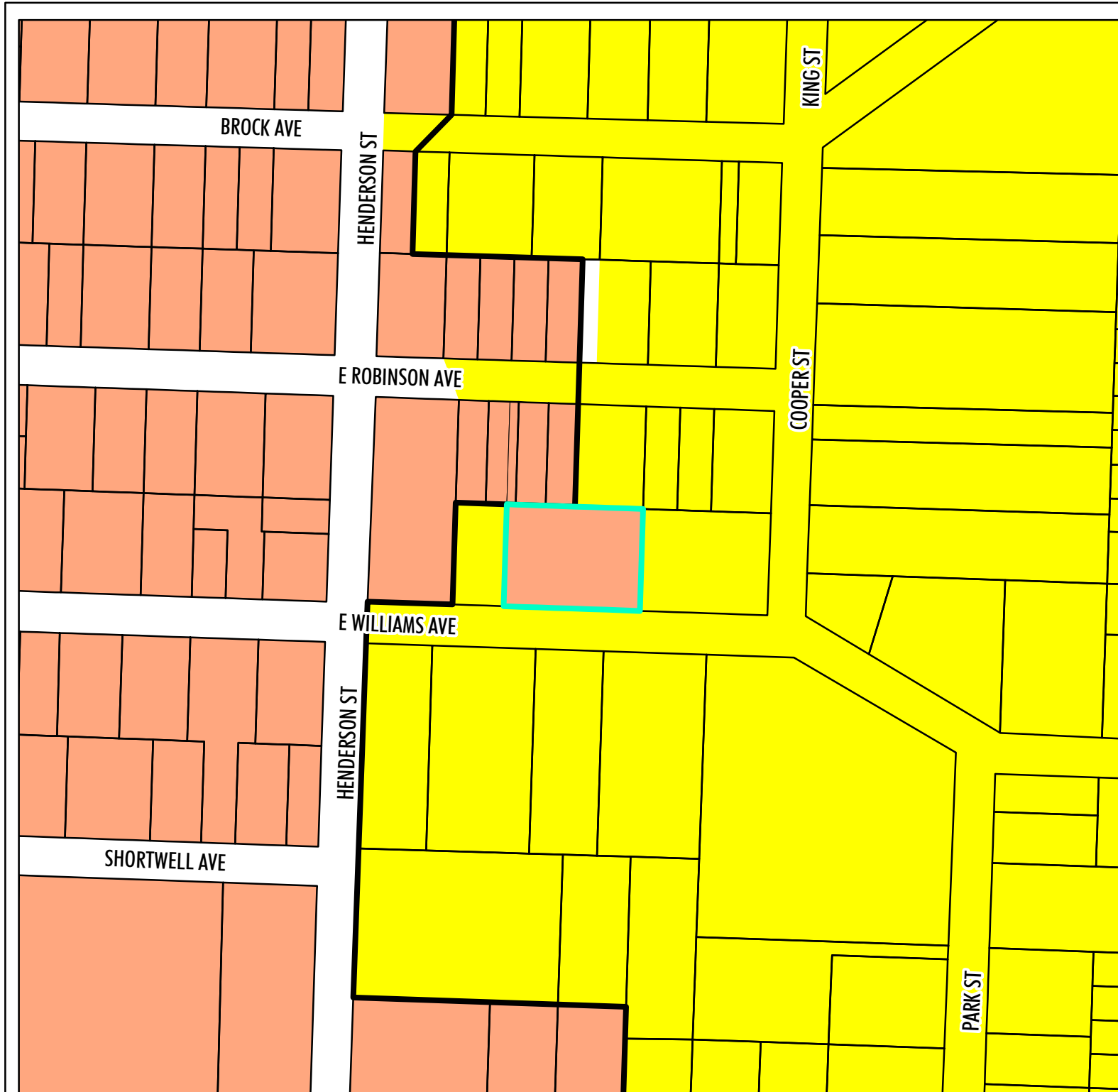
City Limits

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

- Residential - 1 (R-1)



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: June 13, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 6/8/2022
SUBJECT: Ordinance 1881 - Robinson Avenue East Vacation

BACKGROUND:

On May 19, 2022, staff received an application requesting the vacation of an alley lying between of lots 1 through 3, and 7 through 9, Block 12, of Edney's Third Addition.

The Planning and Development Board recommended approval of the request on June 6, 2022.

DISCUSSION:

The City has determined that the alley serves no use to the public.

The alley is surrounded by one property owner. If approved, the alley would be granted to the parcels adjacent to it. The City will reserve a non-exclusive perpetual utility easement over the alley to access utilities in it.

An advertisement ran in the Crestview News Bulletin on May 26, 2022. The property was posted on May 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.

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 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.

FINANCIAL IMPACT

The application fee to vacate the alley was \$600.00 and the cost of advertising was \$202.50.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1881 to second reading for adoption.

Attachments

1. Newspaper

ORDINANCE: 1881

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, VACATING AND ABANDONING THE ALLEYWAY LYING BETWEEN LOTS 1 THROUGH 3 AND 7 THROUGH 9 OF BLOCK 12, EDNEY'S THIRD ADDITION, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGE 126 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; PROVIDING FOR UPDATE OF THE CRESTVIEW BASE, ZONING AND LAND USE MAPS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR FILING OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property located adjacent to the platted alleyway lying between lots 1 through 3, and 7 through 9, Block 12, of Edney's Third Addition, has petitioned the City to vacate and abandon said alleyway, and

WHEREAS, the City has determined that the public has no need for the alleyway being vacated; and

WHEREAS, the City has utilities on, over or under the alleyway sought to be vacated; and

WHEREAS, the City must reserve a non-exclusive perpetual utility easement over the alleyway that is being vacated;

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

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

SECTION 2 – VACATION OF ALLEYWAY AND RESERVATION OF UTILITY EASEMENT.

The City of Crestview hereby closes, vacates and abandons:

The alleyway lying between lots 1 through 3, and 7 through 9, Block 12, of Edney's Third Addition, as per the plat recorded in Book 1, Page 126, Public Records of Okaloosa County, Florida.

as a public alleyway and hereby reserves and retains a non-exclusive perpetual utility easement on, over, under and across the alley being vacated.

SECTION 3 – FILING. After enactment, the City Clerk is hereby directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County, Florida.

SECTION 4 – MAP UPDATE. The base, zoning, and land use maps are hereby amended to reflect the above changes concurrent with the passage of this ordinance, applying the Commercial (C) Future Land Use designation and Commercial Low Intensity (C-1) zoning designation to the vacated area.

SECTION 5 – REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6 – SEVERABILITY. If any section, subsection, sentence clause, phrase or portion of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency, or other body with

appropriate Jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and the application thereof shall not be affected thereby.

SECTION 7 – EFFECTIVE DATE. This ordinance shall become effective upon its adoption.

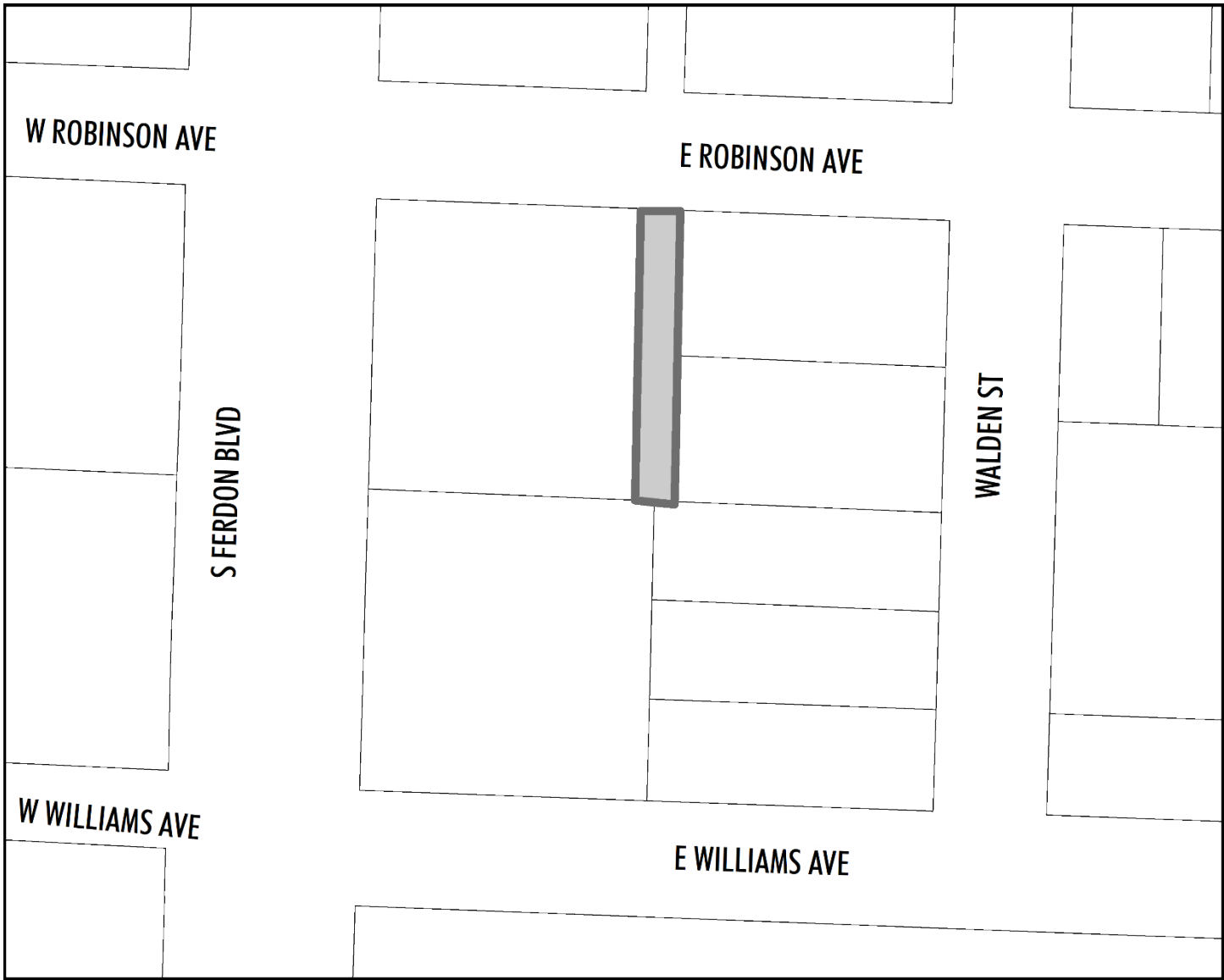
Passed and adopted on second reading by the City Council of Crestview, Florida on the 27th day of June, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 27th day of June, 2022.

J. B. Whitten
Mayor



W ROBINSON AVE

E ROBINSON AVE

S FERDON BLVD

WALDEN ST

W WILLIAMS AVE

E WILLIAMS AVE





Staff Report

CITY COUNCIL MEETING DATE: June 13, 2022

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, Gina Toussaint, Finance Director
DATE: 6/9/2022
SUBJECT: Amendment to Resolution 2022-6

BACKGROUND:

At the December 13, 2021 council meeting, Resolution No. 2022-6 was approved authorizing the issuance of \$5,075,000 Water & Sewer Bonds Series through Pinnacle Public Finance, Inc. to construct a solids handling wastewater project.

Subsequently, we were notified by the State of Florida that this project was eligible for funding through the State Revolving Fund (SRF) Program. At the time of the original submission, this project wasn't selected because the SRF program did not have enough available funds to cover all of the submitted projects from across the state. On February 23, 2022, the SRF, under the Florida Department of Environmental Protection (FDEP), held a public meeting presenting recommendations on issues involving management of the Fiscal Year (FY) 2022 Water Pollution Control SRF Priority List. One of those recommendations was to provide funding for the City's biosolids handling wastewater project.

DISCUSSION:

In light of the funding availability from the State for the Biosolids Project, the original issuance is available for other projects. The attached Resolution No. 2022-16 is to amend the definition of "Series 2021 Project" set forth in the prior resolution to authorizing the use of the proceeds of the Bond to finance the Arena Road Elevated Storage Tank project and the Foxwood Estates Septic to Sewer Project.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The capital cost of the SRF Loan would be \$5,162,000 with an amortization period of 20 years. Annual Debt Service payments are projected at \$375,501

RECOMMENDED ACTION

Staff respectfully requests City Council approval in seeking the adoption of Resolution No 2022-16 to amend Resolution No. 2022-6 as previously approved.

Attachments

1. February 2022 Final Agency Action - Executed (002)
2. Resolution 2022-16 - Amending 2022-6 Sewer Bond Revenue

RESOLUTION: 2022- 16

RESOLUTION NO. 2022-16

A RESOLUTION AMENDING RESOLUTION NO. 2022-6 OF THE CITY OF CRESTVIEW, FLORIDA ADOPTED DECEMBER 13, 2021, THAT AUTHORIZED THE ISSUANCE OF NOT TO EXCEED \$5,075,000 CITY OF CRESTVIEW, FLORIDA WATER AND SEWER REVENUE BOND, SERIES 2021, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS TO THE ISSUER’S SEWER SYSTEM AND PAYING THE COSTS OF ISSUANCE RELATED THERETO; EXPANDING THE DEFINITION OF PROJECTS ELIGIBLE TO BE FUNDED FROM THE PROCEEDS; RATIFYING AND CONFIRMING ALL TERMS, PROVISIONS AND COVENANTS OF RESOLUTION NO 2202-6; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City of Crestview, Florida (the “Issuer”) adopted Resolution No. 2022-6, on December 13, 2021 (the “Prior Resolution”) authorizing the issuance of the Issuer’s Water and Sewer Revenue Bond, Series 2021 (the “Bond”) and the sewer projects that could be financed by such Bond.

WHEREAS, subsequent to the issuance of the Bond, the Issuer applied for and was awarded a SRF Loan to finance a part of the Series 2021 Project identified in the Resolution.

WHEREAS, the Issuer now desires to amend the definition of “Series 2021 Project” set forth in the Prior Resolution to authorizing the use of the proceeds of the Bond to finance the Arena Road Elevated Storage Tank Project, and the Foxwood Estates Septic to Sewer Project.

BE IT RESOLVED BY THE “ISSUER AS FOLLOWS:

SECTION 1. AMENDMENT. The definition of “Series 2021” is hereby amended to read as follows:

“Series 2021 Project” shall mean the acquisition costs for certain improvements to System consisting primarily of the Issuer’s Wastewater Solids Handling Upgrade Project, the Arena Road Elevated Storage Tank Project, the Foxwood Estates Septic to Sewer Project, and such other improvements to the System as may be lawful under the laws of the State of Florida.

SECTION 2. PRIOR RESOLUTION EFFECTIVENESS. All other provisions of the Prior Resolution remain unchanged and in effect.

SECTION 3. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held 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, agreements or provisions shall be null and void and shall be deemed separable from the remaining

covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 4. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. The provisions of this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED THIS, 13th day of June, 2022.

JB Whitten, Mayor

(SEAL)

CITY COUNCIL

-

By: _____ **Mayor**

Maryanne Schrader, City Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE

FINAL AGENCY ACTION:

State Revolving Fund (SRF) Program:	)	Notice ID#:
Management of the Fiscal Year 2022	)	FA-SRF-202202
Water Pollution Control SRF Priority List	)	
Drinking Water SRF Priority List	)	

Notice of the public meeting for the Water Pollution Control SRF and the Drinking Water SRF Priority List adoptions was published in the Florida Administrative Register, Volume 47, Number 244, on December 20, 2021.

On February 23, 2022, the State Revolving Fund Program, under the Florida Department of Environmental Protection (FDEP), held a public meeting via a Microsoft Teams virtual meeting. Paul Brandl, Professional Engineer of the Drinking Water SRF (DWSRF), served as Moderator. Mike Chase, PE Administrator of the Clean Water SRF (CWSRF) Program, presented Department staff recommendations on issues involving management of the Fiscal Year (FY) 2022 Water Pollution Control SRF Priority List. Shanin Speas-Frost, Program Administrator, Division of Water Restoration Assistance (DWRA), presented staff recommendations on issues involving the management of the FY 2022 Drinking Water SRF Priority List.

The Water Pollution Control SRF Priority List schedules projects to be financed with loans and grants in the form of principal forgiveness loans from the SRF and from the associated Disadvantaged Small Community Grants program. It is developed annually and adopted by the Department under the provisions of Chapter 62-503, Florida Administrative Code (F.A.C.). The Drinking Water SRF Priority List schedules projects to be financed with loans, and grants in the form of principal forgiveness loans from the SRF. It is developed annually and adopted by the Department under the provisions of Chapter 62-552, F.A.C. The rules provide for certain list management activities, including but not limited to, removal of projects which have failed to meet document submittal deadlines as required by the rules,

authorization of additional funds to projects already on the lists, and the addition of new projects to the lists.

Mr. Chase presented the FY 2022 CWSRF Priority List Management Issues and Recommendations (attached to this Order as CWSRF Exhibit A). Reading from CWSRF Exhibit A, Mr. Chase summarized the Department's recommendations for management of the FY 2022 Water Pollution Control SRF Priority List, subject to availability of funds and subject to a \$12 million per sponsor segment cap amount.

Mr. Brandl presented the FY 2022 Drinking Water SRF Priority List Management Issues and Recommendations (attached to this Order as DWSRF Exhibit A). Mr. Brandl summarized the Department's recommendations for management of the FY 2022 Drinking Water SRF Priority List.

After hearing these recommendations, the Moderator asked for additional public or staff comment. There was no discussion regarding the exhibits presented that changed staff recommendations, and no issues were raised which required any further action by the Department. This concluded business regarding management of the lists. The recommendations as presented were approved.

After approval, there were no additional substantive comments pertaining to the meeting's proceedings. The FY 2022 Water Pollution Control SRF Priority List and Drinking Water SRF Priority List were adopted and are attached to this Order as:

Exhibit A – FY 2022 CWSRF Water Pollution Control Priority List Adoption Issues and Recommendations, Ch. 62-503, Florida Administrative Code & Adopted CWSRF Priority List; and

Exhibit B – FY 2022 DWSRF Drinking Water Priority List Adoption Issues and Recommendations, Ch. 62-552, Florida Administrative Code & Adopted DWSRF Priority List

This concluded the public meeting regarding management of the SRF priority lists.

A person whose substantial interests are affected by the Department's proposed agency action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicants or any of the parties listed below must be filed within twenty-one days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3) of the Florida Statutes must be filed within twenty-one days of publication of the notice or within twenty-one days of receipt of the written notice, whichever occurs first.

Under Section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of final agency action may file a petition within twenty-one days of receipt of such notice, regardless of the date of publication on the Department's website.

The petitioner shall mail a copy of the petition to the applicant(s) at the address indicated at the end of this order at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57 of the Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner, the Department's notice identification number and the county in which the subject matter or activity is located.
- (b) A statement of how and when each petitioner received notice of the agency decision;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of the material facts disputed by the petitioner, if any;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A statement of which rules or statutes the petitioner contends require reversal or modification of the Department action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573 of the Florida Statutes is not available for this proceeding. This action is final and effective on the date filed with the Agency Clerk unless a petition is filed in accordance with the above. Upon the timely filing of a petition this action will not be effective until further action of the Department.

Any party to the order has the right to seek judicial review of it under Section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this order is filed with the Clerk of the Department.

DONE AND RECORDED on this 23rd day of February 2022, in Tallahassee, Florida.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Angela Knecht

Digitally signed by Angela
Knecht
Date: 2022.04.25 13:57:17 -04'00'

Angela Knecht, Director
Division of Water Restoration Assistance
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
Phone 850-245-2998

FILED ON THIS DATE PURSUANT TO § 120.52,
FLORIDA STATUTES, WITH THE
DESIGNATED DEPARTMENT CLERK,
RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED.

Andrew
Briscoe

Digitally signed by
Andrew Briscoe
Date: 2022.05.03
16:21:11 -04'00'

5/3/2022

CLERK

DATE

Notification of actions taken were sent by electronic mail to the affected parties listed in Attachment 2.

EXHIBIT A: For the 2/23/2022 FY 2022 Priority List Adoption Meeting

FY 2022 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION
ISSUES AND RECOMMENDATIONS, Ch. 62-503, Florida Administrative Code

- 1) FY 2022 Fundable Portion Increases and New Projects: Funds are available for adding project increases and new projects to the fundable portion of the FY 2022 priority list.

Project increase requests and new projects which have filed documents timely and have been certified by staff as ready-to-proceed are eligible for listing on the fundable portion of the priority list beneath those projects already listed, and subject to the \$12 million segment cap. For projects qualifying for Small Community Wastewater Construction Grants (SCWCG) pursuant to Ch. 62-505, Florida Administrative Code, the grant amount is also shown below.

The increases and new projects are:

<u>Project Sponsor</u>	<u>Priority Score</u>	<u>SRF Project Number</u>	<u>Loan Type</u>	<u>Fundable Listing Amount</u>	<u>Allocated SCWCG Amount</u>	<u>Allocated Principal Forgiveness*</u>
Davenport	100	53072	WW – Construction (Increase)	\$4,270,528	N/A	N/A
Florida City	375	13103	WW – Construction (Increase)	\$1,226,778	N/A	N/A
Palm Coast	120	18043	WW – Construction (Increase)	\$2,468,001	N/A	N/A
Haines City	375	53046	WW – Construction (Increase)	\$3,593,130	N/A	N/A
Haines City	340	53046	WW – Design (Increase)	\$2,345,100	N/A	N/A
Newberry	340	01080	WW – Planning (Increase)	\$1,075,000	N/A	N/A
Pompano Beach	100	06246	SW – Construction (New)	\$1,840,250	N/A	N/A
Pompano Beach	400	06247	WW – Construction (New)	\$2,882,108	N/A	N/A
Crestview	200	46071	WW – Construction (New)	\$5,012,000	N/A	N/A
Daytona Beach	100	64094	WW – Construction (New)	\$9,084,000	N/A	N/A
Lake Wales	100	53036	WW – Construction (New)	\$2,947,895	N/A	N/A
Cape Canaveral	135	05058	WW – Construction (New)	\$2,362,500	N/A	N/A
Cottdale	355	32039	WW – Construction (New)	\$883,754	\$707,003	N/A
Titusville	375	05034	WW – Construction (New)	\$4,889,000	N/A	N/A
Titusville	340	05035	WW – Design (New)	\$1,580,000	N/A	N/A
Mascotte	340	35122	SW – Design (New)	\$448,200	N/A	N/A
Mascotte	340	35120	WW – Design (New)	\$1,682,640	N/A	N/A
Longwood	100	59055	WW – Construction (New)	\$3,359,270	N/A	N/A
Montverde	340	35131	WW – Planning (New)	\$250,000	N/A	N/A
Bushnell	352	60045	WW – Construction (DS Funds)	\$500,000	N/A	N/A

TOTAL INCREASES AND NEW PROJECTS	\$52,700,154		
TOTAL ALLOCATED SCWCG		\$707,003	
TOTAL ALLOCATED PRINCIPAL FORGIVENESS			N/A

Staff recommends adding these projects to the fundable portion of the FY 2022 priority list.

*See Exhibit B for methodology regarding allocation of available principal forgiveness funds.

- 2) Pursuant to Ch. 62-503.300(1)(b), F.A.C., all documents must be postmarked or delivered on or before January 10, 2022 and approved by the Department by February 9, 2022 preceding this priority list adoption meeting. Some project sponsors submitted Requests for Inclusion or other documents after these deadlines. They are:

<u>Project Sponsor</u>	<u>SRF Priority Score</u>	<u>Project Number</u>	<u>Loan Type</u>	<u>Fundable Listing Amount</u>	<u>Allocated SCWCG Amount</u>	<u>Allocated Principal Forgiveness*</u>
Everglades City	385	11092	WW – Construction (New)	\$3,078,660	N/A	N/A

TOTAL LATE SUBMITTAL PROJECTS	\$3,078,660		
TOTAL ALLOCATED SCWCG		\$0	
TOTAL LATE SUBMITTAL ALLOCATED PRINCIPAL FORGIVENESS			\$0

The Program Administrator will make a determination as to whether these late submitted projects will be added to the FY 2022 priority list.

- 3) Projects being added to the list in Issue 1, 2 and 3 above whose project(s) costs exceed the \$12 million segment cap will be placed on the waiting portion of the priority list for the unfunded amount. They are:

<u>Project Sponsor</u>	<u>Priority Score</u>	<u>SRF Project Number</u>	<u>Loan Type</u>	<u>Waiting List Amount</u>
Palm Coast	120	18043	WW – Construction (Segment)	\$7,027,099
Davenport	100	53072	WW – Construction (Segment)	\$2,165,900
TOTAL SEGMENTS ADDED TO WAITING LIST				\$9,192,999

Projects added to the Waiting Portion of the priority list for FY 2022 may be elevated to the Fundable Portion of the list for FY 2023 at the first priority list adoption meeting after July 1, 2022, subject to availability of funds and subject to the segment cap to be established at that public meeting.

4) Other Business:

The City of Pompano Beach, under loan agreement SW062440, has requested to replace the construction of the “City of Pompano Beach - Kendall Lakes Stormwater Improvements” project with the construction of the “City of Pompano Beach – NE 27th Avenue and NE 16th Street” project from the previously approved Stormwater Master Plan dated August 30, 2013. The stormwater improvements include installation of an exfiltration system interconnected to the existing drainage system, allowing drawdown via the existing outfalls. The replacement of projects results in a net zero dollar increase to the loan agreement.

The City of Florida City, under loan agreement WW131031, has requested a funding increase of \$1,226,778.14 to include increases for construction of “Project 7: West Palm Drive Pump Station” and “Project 13: West Palm Drive Force Main” from the previously approved Wastewater System Improvements Facilities Plan dated March 2018. The projects consist of the construction of a new pump station to serve upcoming residential developments in the area and the installation of approximately 0.70 miles of force main.

The City of Haines City has requested funding increases for loan agreements WW530460 & WW530461 totaling \$5,938,230; this includes an increase to loan WW530460 of \$2,345,100 for design of additional biological process improvements, and an increase to loan WW530461 of \$3,593,130 for the construction of a ground storage tank, pump station, headworks and EQ improvements.

The City of Bushnell has requested emergency distressed system funding to rehab and repair their wastewater treatment plant concrete tankage. The repair of the SBR concrete tankage involves stabilizing the foundation soils via pumping a concrete slurry into the soils at strategic points along the wall.

The City of Palm Coast has requested a funding increase for loan agreement WW18043 for the Palm Coast Wastewater Treatment Facility No.2 Expansion project of \$9,495,100. The sponsor has received \$9,531,999 for the project this fiscal year, therefore is only eligible to receive \$2,468,001 at this listing with the remainder, \$7,027,099, placed on the waiting list for next fiscal year.

The City of Davenport has requested a funding increase for loan agreement WW53072 for the Davenport Wastewater Treatment Facility – Phase 2 Improvements project of \$6,436,428. The sponsor has received \$7,729,472 for the project this fiscal year, therefore is only eligible to receive \$4,270,528 at the listing with the remainder, \$2,165,900, placed on the waiting list for next fiscal year.

5) Available Balance:

<u>SOURCE OF FUNDS</u>	<u>FY 2022</u>
FEDERAL FUNDS	
FY 2021 SRF Capitalization Grant for Projects	\$53,633,000
FY 2022 SRF Capitalization Grant for Projects	\$53,633,000
STATE FUNDS	
FY 2021 State Matching Funds for FY 2021 Capitalization Grant	\$10,726,600
FY 2022 State Matching Funds for FY 2022 Capitalization Grant	\$10,726,600
CWSRF State Balance	\$332,294,823
Bond Bank Balance	\$247,518,525
CWSRF Interest (estimated)	\$4,716,740
Projected Net Loan Repayments to State Bank (7/1/21 - 6/30/22)	\$132,739,197
Projected Net Loan Repayments to Bond Bank (7/1/21 - 6/30/22)	\$62,962,788
Decreases	\$24,014,476
TOTAL FUNDS AVAILABLE	\$932,965,749
<u>USE OF FUNDS</u>	
Fundable FY 2021 Carryover Projects	\$90,645,788
Increases and New Projects on FY 2022 Fundable List*	\$339,646,742
State Bank Encumbered	\$305,681,339
Bond Bank Encumbered	\$136,744,450
Distress System Funding	\$500,000
Bonded Debt Service	\$29,652,168
TOTAL FUNDS OBLIGATED for FY 2022	\$902,870,487
BALANCE OF TOTAL FUNDS AVAILABLE for Projects in FY 2022	\$30,095,262

* Includes a \$12 million segment cap for FY 2022

- END -

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER POLLUTION CONTROL SRF PRIORITY LIST FY 2022

ADOPTED
FOR 02/23/2022

FUNDABLE PORTION TIER

TIER	PRIORITY SCORE	APPLICANT/ PROJECT NUR	PROJECT TYPE	PROJECT DESCRIPTION	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	SCWFG AMT	AMOUNT TO BE REPAID	UNADOPTED FUNDS
Tier1	540	Maitland 48027	WW/Con	Collection & Transmission (Gravity Force Main Piping & Lift Station)	8/11/2021	12/9/2021	AWARDED 9/15/2021	\$2,408,842	\$0	\$0	\$2,408,842	\$0
Tier1	495	Hollywood 0604C	WW/Con	Treatment (DWW Pump Station & RO Effluent Disposal)	8/11/2021	12/9/2021	AWARDED 11/23/2021	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier1	465	Gulf Breeze* 57080	WW/Con	Treatment (Expansion of Existing WWTP)	8/11/2021	12/9/2021	3/9/2022 AWARDED	\$6,585,000	\$0	\$0	\$6,585,000	\$0
Tier1	459.84	Green Cove Springs* 10042	WW/Con	Treatment (Harbor Road WRF Expansion, Phase 2)	8/11/2021	12/9/2021	10/18/2021 AWARDED	\$6,186,500	\$0	\$0	\$6,186,500	\$0
Tier1	450	Largo 52027	WW/Con	Treatment (WWRF Biological Treatment)	8/11/2021	12/9/2021	11/8/2021 AWARDED	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier1	450	Mary Esther* 46020	WW/Con	Treatment (Treatment Facilities Rehabilitation)	8/11/2021	12/9/2021	9/17/2021 AWARDED	\$1,846,750	\$0	\$0	\$1,846,750	\$0
Tier1	415	Miami-Dade Water and Sewer Authority 1302A	WW/Con	Treatment (Deep Injection Wells)	8/11/2021	12/9/2021	10/29/2021 AWARDED	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier1	400	Palm Bay 5072	WW/Con	Treatment & Transmission (South Regional WRF)	8/11/2021	12/9/2021	11/23/2021 AWARDED	\$6,938,800	\$0	\$0	\$6,938,800	\$0
Tier1	375	Florida City 13103	WW/Con	Transmission Improvements (Project 7 & 13 - Increase)	2/23/2022	6/23/2022	9/21/2022	\$1,226,778	\$0	\$0	\$1,226,778	\$0
Tier1	375	Haines City 53046	WW/Con	WWTP Upgrades (Design and Construction for WWTP)	2/23/2022	6/23/2022	9/21/2022	\$5,938,230	\$0	\$0	\$5,938,230	\$0
Tier1	375	Pace Property Finance Authority, Inc. 57060	WW/Con	Reclaim Water (Reclaim Water Sys. Improv. RIBs and GST)	8/11/2021	12/9/2021	9/20/2021 AWARDED	\$3,133,340	\$0	\$0	\$3,133,340	\$0
Tier1	350	Winter Haven 53130	WW/Con	Collection & Reclaimed Water (LS Rehab and Reclaimed System Expansion)	8/11/2021	12/9/2021	10/27/2021	\$10,954,050	\$0	\$0	\$10,954,050	\$0
Tier1	349.18	Newberry 1080	WW/Plan	Treatment Improvements (Increase for Disposal Property)	2/23/2022	6/23/2022	9/21/2022	\$1,075,000	\$0	\$0	\$1,075,000	\$0
Tier1	340	Dunedin 5202C	WW/Con	Treatment (Electrical and control systems upgrades)	8/11/2021	12/9/2021	11/23/2021	\$10,395,000	\$0	\$0	\$10,395,000	\$0
Tier1	311	Milton 57030	WW/Con	Treatment (New Wastewater Treatment Facilities)	8/11/2021	12/9/2021	9/21/2021 AWARDED	\$4,000,000	\$0	\$0	\$4,000,000	\$0
Tier1	300	Barrow 53022	WW/Con	Treatment (Treatment Plant Rehab)	8/11/2021	12/9/2021	10/19/2021	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier1	200	Cape Coral 36013	WW/Con	Transmission, Collection, Reclaim Water (New North 2 Area Services)	8/11/2021	12/9/2021	3/9/2022 AWARDED	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier1	200	Fort Myers Beach* 36886	SM/Con	Stormwater Management (Conveyance and Treatment Systems)	8/11/2021	12/9/2021	3/7/2022 AWARDED	\$3,704,800	\$0	\$0	\$3,704,800	\$0
Tier1	166.4	Orlando 4804A	WW/DB	Treatment (Rehab and Expansion of Conserved WWTP)	8/11/2021	12/9/2021	10/29/2021 AWARDED	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier1	120	Palm Coast 18443	WW/Con	Treatment Expansion (Expand WWTP Capacity)	8/11/2021	12/9/2021	10/29/2021	\$9,531,999	\$0	\$0	\$9,531,999	\$0
Tier1	120	Palm Coast 18443	WW/Con	WWTP Improvements (WWTF #2 Expansion)	2/23/2022	6/23/2022	9/21/2022	\$2,468,001	\$0	\$0	\$2,468,001	\$0
Tier1	100	Charlotte County* 0802H	WW/Con	Collection (Ackerman Vacuum Sewer Collect Facilities)	8/11/2021	12/9/2021	11/15/2021 AWARDED	\$10,843,718	\$0	\$0	\$10,843,718	\$0
Tier1	100	Davenport* 53072	WW/Con	WWTP Improvements (Increase for WWTP Improvements)	2/23/2022	6/23/2022	9/21/2022	\$4,270,528	\$0	\$0	\$4,270,528	\$0
Tier1	100	Golden Beach* 13110	SM/Con	Stormwater Improvements (Center Island Pump Station)	8/11/2021	12/9/2021	3/9/2022	\$501,994	\$0	\$0	\$501,994	\$0
TOTAL AWARDED SEGMENTS:								\$129,943,799	\$0	\$0	\$129,943,799	\$0
TOTAL UNAWARDED SEGMENTS:								\$34,065,531	\$0	\$0	\$34,065,531	\$0
TOTALS:								\$164,009,330	\$0	\$0	\$164,009,330	\$0

*Small community <=10,000 (based on the 2010 Census for projects listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER POLLUTION CONTROL SRP PRIORITY LIST FY 2022

ADOPTED
FOR 02/23/2022

FUNDABLE PORTION TIER
2 & 3

TIER	PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	SCWFG AMT	AMOUNT TO BE REPAID	UNADOPTED FUNDS
Tier2		Oak Hill*	WW/Con	Collection (Indian Harbor Estates Septic to Sewer)	8/11/2021	12/9/2021	3/9/2022	\$5,284,108	\$4,000,000	\$0	\$1,284,108	\$0
Tier2		625 1160 Mount Dora	WW/Con	Treatment (Treatment Plant Improvements)	8/11/2021	12/9/2021	3/9/2022	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier2		540 35146 Madison*	WW/Con	Treatment and Transmission (Lift Station and WWTP Rehab)	8/11/2021	12/9/2021	AWARDED 11/22/2021	\$4,925,782	\$4,000,000	\$0	\$925,782	\$0
Tier2		519 28 4040 American Beach Water and Sewer District*	WW/Con	Collection (Collection System Expansion)	8/11/2021	12/9/2021	AWARDED 3/7/2022	\$6,140,093	\$4,000,000	\$0	\$2,140,093	\$0
Tier2		514 29 45050 Lake Placid*	WW/Con	Transmission (Force Main to Conference Center)	8/11/2021	12/9/2021	3/9/2022	\$1,879,600	\$0	\$1,503,680	\$1,879,600	\$0
Tier2		509 28022 Satellite Beach	WW/Con	Stormwater Management (LOR LANE TRUNKLINE REPLACEMENT)	8/11/2021	12/9/2021	3/9/2022	\$2,666,218	\$0	\$0	\$2,666,218	\$0
Tier2		450 5151 Flagler Beach*	SW/Con	Treatment (Upgrade to AWT)	8/11/2021	12/9/2021	3/9/2022	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier2		400 18013 Pompano Beach	WW/Con	Septic to Sewer (Area C Sanitary Sewer)	8/11/2021	12/9/2021	3/9/2022	\$2,882,108	\$0	\$0	\$2,882,108	\$0
Tier2		400 6247 Arcadia*	WW/Con	Major Sewer Rehab (Rehab sewers, manholes, pump stat., & FM)	2/23/2022	6/23/2022	3/9/2022	\$5,400,000	\$4,000,000	\$0	\$1,400,000	\$0
Tier2		389 83 14014 Starke*	WW/Con	Collection System Rehab (Inflow/Infiltration and new Transmission)	8/11/2021	12/9/2021	3/9/2022	\$5,358,808	\$4,000,000	\$0	\$1,358,808	\$0
Tier2		386 84 4020 Clewiston*	WW/Con	Sewer Rehab (Lift Station Pump Replacement)	8/11/2021	12/9/2021	AWARDED 3/23/2022	\$2,955,000	\$0	\$2,364,000	\$2,955,000	\$0
Tier2		386 26044 Tusculum	WW/Con	Transmission Improvements (Indian River Force Main Replacement)	8/11/2021	12/9/2021	AWARDED 12/14/2021	\$4,889,000	\$0	\$0	\$4,889,000	\$0
Tier2		375 5034 Big Bend Water Authority*	WW/Con	Treatment (Treatment Plant Upgrade)	2/23/2022	6/23/2022	3/9/2022	\$2,692,600	\$0	\$2,154,080	\$2,692,600	\$0
Tier2		364 15053 Mulberry*	WW/Con	Collection & Treatment (Lift Station #1 and WWTF Upgrades)	8/11/2021	12/9/2021	3/9/2022	\$3,734,700	\$2,987,760	\$0	\$746,940	\$0
Tier2		363 53121 Springfield*	WW/Con	Collection (Collection System Rehab)	8/11/2021	12/9/2021	AWARDED 12/10/2021	\$6,557,788	\$4,000,000	\$0	\$2,557,788	\$0
Tier2		361 19 3063 Macclenny*	WW/Con	Collection (Inflow/Infiltration Correction)	8/11/2021	12/9/2021	AWARDED 12/21/2021	\$4,888,000	\$3,910,400	\$0	\$977,600	\$0
Tier2		360 99 2051 Fort Meade*	WW/Con	Collection (Inflow and Infiltration Correction)	8/11/2021	12/9/2021	3/9/2022	\$4,391,000	\$3,512,800	\$0	\$878,200	\$0
Tier2		360 69 53112 Monticello*	WW/Con	Solar Power Array (Lift Station Rehab)	8/11/2021	12/9/2021	3/9/2022	\$2,237,000	\$0	\$1,789,600	\$2,237,000	\$0
Tier2		360 26 33022 Fruitland Park*	WW/Con	Transmission (Lift Station Main Extension)	8/11/2021	12/9/2021	3/9/2022	\$1,297,470	\$0	\$908,229	\$1,297,470	\$0
Tier2		360 16 35082 Cortadale*	WW/Con	Collection/Transmission Improvements (Lift Station Rehab)	2/23/2022	6/23/2022	9/21/2022	\$883,754	\$0	\$707,003	\$883,754	\$0
Tier2		355 32039 Burnell*	WW/Con	Treatment (Wastewater Treatment Plant Replacement)	8/11/2021	12/9/2021	AWARDED 12/77/2021	\$12,000,000	\$4,000,000	\$0	\$8,000,000	\$0
Tier2		354 29 18051 Lake Butler*	WW/Con	Inflow and Infiltration Correction (Wastewater System Rehab Phase 1A)	8/11/2021	12/9/2021	AWARDED 12/77/2021	\$1,213,000	\$0	\$970,400	\$1,213,000	\$0
Tier2		354 63010 Pierson*	WW/Des	Collection and Treatment (New WWTP and Collection System)	8/11/2021	12/9/2021	3/9/2022	\$693,375	\$0	\$554,700	\$693,375	\$0
Tier2		351 55 64010 Havana*	WW/Des	Transmission (Lift Station Rehab/Replacement)	8/11/2021	12/9/2021	3/9/2022	\$113,649	\$0	\$170,919	\$213,649	\$0
Tier2		351 28 20053 Bellview*	WW/Des	Treatment (Treatment Plant Improvements)	8/11/2021	12/9/2021	3/9/2022	\$1,220,000	\$976,000	\$0	\$244,000	\$0
Tier2		340 42076 Everglades City*	WW/Des	WWTP Improvements (Wastewater Treatment Facility Replacement)	2/23/2022	6/23/2022	9/21/2022	\$3,078,660	\$0	\$0	\$3,078,660	\$0
Tier3		385 11092 Bushnell*	WW/Con	WWTP Repairs (Repair S&K tank)	2/23/2022	6/23/2022	9/21/2022	\$500,000	\$0	\$0	\$500,000	\$0
Tier3		340 60045 Crestview	WW/Con	Effluent Disposal (New Rapid Infiltration Basins)	8/11/2021	12/9/2021	AWARDED 3/4/2022	\$150,000	\$0	\$0	\$150,000	\$0
Tier3		340 46073 Florida governmental Utility Authority (Jungle Den)*	WW/Plan	Infiltration and Inflow (I/I) Correction (I/I Correction and L3 Improvements)	8/11/2021	12/9/2021	AWARDED 1/10/2022	\$126,600	\$0	\$0	\$126,600	\$0
Tier3		340 64030 Frostproof*	WW/Des	Treatment (Headworks Modifications)	8/11/2021	12/9/2021	3/9/2022	\$807,044	\$0	\$645,635	\$807,044	\$0
Tier3		340 53101 Highlands County	WW/Con	Stormwater Master Plan (Disinfection System Improvements)	8/11/2021	12/9/2021	3/9/2022	\$1,750,000	\$0	\$0	\$1,750,000	\$0
Tier3		340 28023 Lakeland	SW/Plan	Treatment (Septic to Sewer)	8/11/2021	12/9/2021	AWARDED 11/23/2021	\$1,106,541	\$0	\$0	\$1,106,541	\$0
Tier3		340 53067 Mascotte*	WW/Des	Septic to Sewer (Collection/Transmission Improvements)	2/23/2022	6/23/2022	9/21/2022	\$1,682,640	\$0	\$0	\$1,682,640	\$0
Tier3		340 35120 Mascotte	WW/Des	Stormwater Improvements (Stormwater Improvements)	2/23/2022	6/23/2022	9/21/2022	\$448,200	\$0	\$0	\$448,200	\$0
Tier3		340 35122	SW/Des									

Tier3	Montverde*	WW/Plan	Collection & Treatment (Planning)	2/23/2022	6/23/2022	9/21/2022	\$250,000	\$0	\$0	\$250,000	\$0
Tier3	34035131	SW/Plan	Alternative Water Supply (Stormwater for Alternative Water Supply)	8/11/2021	12/9/2021	3/9/2022	\$44,000	\$0	\$0	\$44,000	\$0
Tier3	3404803Q	SW/Plan	Stormwater Management (Stormwater Master Plan)	8/11/2021	12/9/2021	3/9/2022	\$500,000	\$0	\$0	\$500,000	\$0
Tier3	34043036	WW/Des	PS & Transmission Improvements (Riverside Drive and Sisson Road)	2/23/2022	6/23/2022	9/21/2022	\$1,580,000	\$0	\$0	\$1,580,000	\$0
Tier3	3405035	WW/Plan	Treatment (Treatment Plant Upgrades)	8/11/2021	12/9/2021	AWARDED 1/3/2022	\$1,120,000	\$0	\$0	\$1,120,000	\$0
Tier3	34048010	WW/Con	WWTP Improvements	2/23/2022	6/23/2022	9/21/2022	\$5,012,000	\$0	\$0	\$5,012,000	\$0
Tier3	20046071	WW/Con	Pump Station Rehab (LS # 5 Rehabilitation and Pump Enclosure Structures)	2/23/2022	6/23/2022	9/21/2022	\$2,362,500	\$0	\$0	\$2,362,500	\$0
Tier3	1355058	WW/Con	Treatment (Treatment Plant Improvements)	8/11/2021	12/9/2021	3/9/2022	\$7,729,472	\$0	\$0	\$7,729,472	\$0
Tier3	10053072	WW/Pre	Wastewater Transmission Improvements (LPGA BOULEVARD FORCE MAIN)	2/23/2022	6/23/2022	9/21/2022	\$9,084,000	\$0	\$0	\$9,084,000	\$0
Tier3	10060094	SW/Con	Stormwater Management (Lake Bank Restoration)	8/11/2021	12/9/2021	3/9/2022	\$5,776,412	\$0	\$0	\$5,776,412	\$0
Tier3	1003604A	WW/Con	Septic to Sewer (BUCKMOORE ROAD SEPTIC TO SEWER)	2/23/2022	6/23/2022	9/21/2022	\$2,947,895	\$0	\$0	\$2,947,895	\$0
Tier3	10053036	WW/Con	Septic to Sewer (East Longwood Phase 2)	2/23/2022	6/23/2022	9/21/2022	\$3,359,270	\$0	\$0	\$3,359,270	\$0
Tier3	10055055	WW/Con	Treatment (Treatment and Biosolids Handling)	8/11/2021	12/9/2021	3/9/2022	\$12,000,000	\$0	\$0	\$12,000,000	\$0
Tier3	1005091	WW/Con	Stormwater Improvements (NE 3rd & NE 4th St Stormwater)	2/23/2022	6/23/2022	9/21/2022	\$1,840,250	\$0	\$0	\$1,840,250	\$0
Tier3	1006246	SW/Con	Treatment (Treatment Plant Improvements)	2/23/2022	6/23/2022	AWARDED 2/18/2022	\$4,478,875	\$0	\$0	\$4,478,875	\$0
Tier3	10055016	WW/Con		8/11/2021	12/9/2021		\$36,354,279	\$15,910,400	\$5,488,480	\$20,443,879	\$0
TOTAL AWARDED NEW PROJECTS:											
TOTAL UNAWARDED NEW PROJECTS:											
TOTALS:											
							\$176,137,412	\$39,386,960	\$11,768,246	\$136,750,452	\$0

*Small community <=10,000 (based on the 2010 Census for projects listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER POLLUTION CONTROL SRF PRIORITY LIST FY 2022

ADOPTED
FOR:02/23/2022

WAITING PORTION

PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ESTIMATED UNFUNDED COST
	Mount Dora			
540	35148	WW/Con	Treatment (Treatment Plant Improvements)	\$12,000,000
495	0604C	WW/Con	Treatment (DIW Pump Station & RO Effluent Disposal)	\$12,000,000
450	52027	WW/Con	Treatment (WWRF Biological Treatment)	\$4,291,517
	Miami-Dade Water and Sewer Authority			
415	1302A	WW/Con	Treatment (Deep Injection Wells)	\$45,246,547
400	18013	WW/Con	Treatment (Upgrade to AWT)	\$5,577,267
	Bunnell*			
354.29	18051	WW/Con	Treatment (Wastewater Treatment Plant Replacement)	\$2,160,022
	Bartow			
300	53022	WW/Con	Treatment (Treatment Plant Rehab)	\$6,299,500
	Cape Coral			
200	36012	WW/Con	Transmission, Collection, Reclaim Water (New North 2 Area Services)	\$32,516,995
166.4	4804A	WW/DB	Treatment (Rehab and Expansion of Conservi WWTP)	\$44,861,050
120	18043	WW/Con	---	\$7,027,099
	Davenport*			
100	53072	WW/Con	Treatment (Treatment Plant Improvements)	\$6,436,428
	Melbourne			
100	5091	WW/Con	Treatment (Grant St. WRF & Biosolid Improvements)	\$10,711,500
0	53072	WW/Con	---	\$2,165,900
UNCOMMITTED WAITING PORTION TOTAL:				\$191,293,825

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER POLLUTION CONTROL SRF PRIORITY LIST FY 2022

ADOPTED
FOR:02/23/2022

PLANNING PORTION

PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ESTIMATED PROJECT COST
	Clermont			
100	35148	WW/Con	Treatment (WRF Improvements)	\$33,700,000
	High Springs*			
465	1051	WW/Con	Treatment (Expansion)	\$4,982,400
PLANNING PORTION TOTAL:				\$38,682,400

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

EXHIBIT B: For the 2/23/2022 FY 2022 Priority List Adoption Meeting

FY 2022 DWSRF DRINKING WATER PRIORITY LIST ADOPTION ISSUES AND RECOMMENDATIONS, Ch. 62-552, Florida Administrative Code & Adopted DWSRF Priority List

- 1) Pursuant to Ch. 62-552.430(1)(c), F.A.C., the Department may remove a project from a priority list if it is determined that documents have not been submitted as required. There are no projects at this meeting that are subject to being removed for failure to meet deadlines. However, the following projects are being removed at the sponsor's request, most of whom are being relisting with principal forgiveness at today's meeting. It should be noted that loan applications for projects listed at today's meeting are due on or before 6/23/2022.

Project Sponsor	Priority Score	Project Number	Loan Type	Listing Amount	Principal Forgiveness
Eagle Lake*	442	DW53091	Design	\$ 286,585	\$ -
Davenport*	318	DW53073	Planning	\$ 80,000	\$ -
Green Cove Springs*	308	DW10043	Construction	\$ 3,780,700	\$ 912,756
Jackson County*	156	DW32038	Construction	\$ 5,778,680	\$ -
Bellevue*	136	DW42077	Construction	\$ 5,256,000	\$ -
Okeechobee Utility Authority^	122	DW47013	Construction	\$ 2,318,844	\$ -

TOTAL REMOVALS FOR ISSUE 1

\$17,500,809

TOTAL REMOVAL OF PRINCIPAL FORGIVENESS FOR ISSUE 1

\$912,756

* Serving a small and disadvantaged community ^Serving a disadvantaged community only

Staff recommends removal of these projects as previously listed from the fundable portion of the FY 2022 priority list.

- 2) Project increase requests on Tier 1 and new projects on Tiers 2 and 3 that have been certified by staff as ready-to-proceed are eligible for listing on the fundable portion of the priority list subject to the \$20 million segment cap. Principal forgiveness funds are made available twice per fiscal year – August meeting and again at today's meeting. In accordance with Rule 62-552.300(2), F.A.C., a cap for principal forgiveness has been set at \$2,250,000.

These increases and new projects are:

Project Sponsor	Priority Score	Project Number	Loan Type	Listing Amount	Principal Forgiveness
Polk Regional Water Cooperative	421	53200	Design (Increase) ¹	\$ 14,478,484	\$ -
Polk Regional Water Cooperative	421	53200	Planning (Increase) ¹	\$ 5,521,516	\$ -
Stuart [^]	414	43045	Construction (Increase)	\$ 4,888,901	\$ -
Big Bend Water Authority*	389	15052	Planning/Design (Increase)	\$ 36,000	\$ -
Carrabelle*	178	19042	Construction (Increase)	\$ 1,320,000	\$ -
Mascotte*	133	35121	Rollover to Design	\$ 1,757,800	\$ 878,900
Opa-Locka*	564	13038	Planning/Design	\$ 152,600	\$ 76,300
Opa-Locka*	464	13038	Construction ²	\$ 1,581,996	\$ 158,200
Eagle Lake*	442	53091	Design	\$ 286,586	\$ 143,293
Bellevue*	436	42077	Construction	\$ 6,072,651	\$ 2,250,000 ³
Gulf County*	400	23022	Construction	\$ 932,200	\$ 393,625
Bowling Green*	371	25028	Planning	\$ 60,000	\$ 30,000
Holt Water Works, Inc.*	360	46032	Design	\$ 525,000	\$ 262,500
Mulberry*	353	53122	Planning	\$ 67,000	\$ 33,500
Newberry	320	01081	Planning	\$ 150,000	\$ -
Davenport*	318	53073	Planning	\$ 80,000	\$ 40,000
Fellsmere*	180	31031	Construction (Meters)	\$ 605,981	\$ 545,383
Jackson County*	156	32038	Construction	\$ 6,696,354	\$ 2,250,000 ³

TOTAL INCREASES AND NEW PROJECTS FOR ISSUE 2

\$45,213,069

TOTAL ALLOCATED PRINCIPAL FORGIVENESS FOR ISSUE 2

\$7,061,701

* Serving a small and disadvantaged community ^Serving a disadvantaged community only

Notes: 1) These increases are combined as one listing for planning/design increase on the fundable portion of the priority list for the segmented amount of \$20,000,000. The remaining funding of \$7,046,516 for design has been placed on the waiting portion of the priority list. 2) Contingent on approval of rule exemption request (see Issue 5.c.). 3) These projects were subject to the cap on principal forgiveness (PF). Bellevue is eligible for 67.52% PF or \$2,250,000, whichever is the lesser, while Jackson County is eligible for 52.94% PF or \$2,250,000, whichever is the lesser.

Staff recommends adding these projects to Tiers 1, 2 & 3 of the fundable portion of the FY 2022 priority list.

- 3) Rule 62-552.300(2)(f), F.A.C., allows for disadvantaged communities serving populations 10,000 and greater to receive up to 20% principal forgiveness if funding is available. These projects are:

Project Sponsor	Project			Listing Amount	Principal Forgiveness
	Priority Score	Number	Loan Type		
Lake Wales^	421	53037	Construction	\$ 2,549,100	\$ 501,630
Okeechobee Utility Authority^	122	47013	Construction (Meters)	\$ 2,318,844	\$ 457,796
Pompano Beach^	111	06248	Construction (Capacity Purchase)	\$ 9,200,000	\$ -

TOTAL OF NEW PROJECTS FOR ISSUE 3

\$14,067,944

TOTAL ALLOCATED PRINCIPAL FORGIVENESS FOR ISSUE 3

\$959,426

* Serving a small and disadvantaged community ^Serving a disadvantaged community only

Staff recommends adding these projects to Tier 3 of the fundable portion of the FY 2022 priority list.

- 4) Rule 62-552.300(1)(d), F.A.C., requires that all documents must be postmarked or delivered on or before 45 days prior to the priority list meeting date and the planning and environmental review process should be also accepted 45 days before the priority list meeting date to be considered ready for listing. The following project sponsor submitted Requests for Inclusion or other documents after these deadlines:

Project Sponsor	Project			Listing Amount	Principal Forgiveness
	Priority Score	Number	Loan Type		
Village of Tequesta	300	50270	Construction	\$ 2,631,932	\$ -

TOTAL OF NEW PROJECTS FOR ISSUE 4

\$2,631,932

* Serving a small and disadvantaged community ^Serving disadvantaged community only

Since sufficient funds were available to fund all projects, the Program Administrator recommends that the above project will be added to Tier 3 of the fundable portion of the FY 2022 priority list.

- 5) Other Business:

- a. Parker (DW03072) and Dania Beach (DW06123) were listed on the fundable portion of the FY22 priority list on 8/11/2021 and have passed their deadline to apply of 12/9/2021 (Rule 62-552.430(1)(c), F.A.C.). However, both sponsors have provided “good cause” to allow them an extension to 3/10/2022.
- b. On February 22, 2022, City of Arcadia (DW14013) submitted a request for exception to Rule 62.552.300(2)(d), F.A.C., to allow the City to have two DWSRF loans with principal forgiveness. The exception would allow the City to complete the water main improvements concurrently with completion of the test well, which is still being done under the design loan. The test well is needed to complete the project as a whole and ensure the City’s current water supply and continued safe drinking water to City customers.
- c. On February 23, 2022, City of Opa-Locka (DW13038) submitted a request for exception to Rule 62.552.300(2)(d), F.A.C., to allow the City to have two DWSRF loans with principal forgiveness as well as Rule 62-552.30(1)(b)3., F. A.C., to allow construction loan to be elevated to the fundable portion of the priority list without meeting readiness-to-proceed requirements. The City intends to enter into an agreement to complete the planning and design of the “Water Distribution Improvements in Miami-Gardens” while at the same time the construction portion of the project is obligated for funding, but not awarded. This exception would allow the City to complete the water main improvements concurrently and in a timely manner with the City of Miami Gardens, who owns the rights to the where the construction will take place, the construction of which is scheduled to begin in August, prior to the next priority list meeting where principal forgiveness will be obligated. This project is under the timetable constraints of the City of Miami Gardens’ proposed construction project in the same project area, compliance with these rules would delay the proposed construction replacing deteriorating water distribution lines, which is necessary to assure that a safe water supply is maintained and protect public health.

6) Summary of Funding Obligated at This Meeting:

	Funding Amount	Principal Forgiveness
Beginning Amount Available for Projects for FY 2022	\$ 125,332,867	\$ 16,000,000
<i>Less Total Obligated on August 11, 2021</i>	<i>\$ (100,834,708)</i>	<i>\$ (11,352,096)</i>
<i>Less Total Obligated on November 10, 2021</i>	<i>\$ (6,171,862)</i>	<i>\$ -</i>
<i>Recaptured Funding FY22</i>	<i>\$ 34,602,158</i>	<i>\$ 2,460,467</i>
Total Amount Available at Beginning of This Meeting	\$ 52,928,455	\$ 7,619,246
<i>Total Removals (Issue 1)</i>	<i>\$ 17,500,809</i>	<i>\$ 912,756</i>
<i>Total Increases and New Projects (Issue 2, 3 and 4)</i>	<i>\$ (61,912,945)</i>	<i>\$ (8,021,127)</i>
Grand Total for Projects This Meeting	\$ (44,412,136)	\$ (7,108,371)
<i>Amount Remaining for Projects After This Meeting for FY22*</i>	<i>\$ 8,516,319</i>	<i>\$ (628,125)</i>

* Please note that this amount is subject to change based on unobligated and recaptured funds during the fiscal year.

-END -

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER SRF PRIORITY LIST 2022

ADOPTED 02/23/2022 MEETING

FUNDABLE PORTION TIER
1

TIER	PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	AMOUNT TO BE REPAYED	UNADOPTED FUNDS
Tier1	65657100	Moore Creek-Wt. Carmel Utilities, Inc.*	DW/Con	Source (Construction of 2 Wells)	8/11/2021	12/9/2021	AWARDED 2/22/2022	\$62,839	\$0	\$62,839	\$0
Tier1	56153045	Paines City	DW/Con	(WTPs Upgrades)	11/10/2021	3/10/2022	6/8/2022	\$1,962,591	\$0	\$1,962,591	\$0
Tier1	42153200	Polk Regional Water Cooperative	DW/Plan/Dis	Source Treatment, Distribution (SE Wellfield, RO and Transmission)	2/23/2022	6/23/2022	9/21/2022	\$20,000,000	\$0	\$20,000,000	\$0
Tier1	41434045	Stuart	DW/Con	Treatment and Disposal (RO WTP and DIW Mod and reject)	2/23/2022	6/23/2022	9/21/2022	\$4,888,901	\$0	\$4,888,901	\$0
Tier1	4016049	Hollywood	DW/Con	Treatment (Water Main Replacement)	8/11/2021	12/9/2021	AWARDED 10/25/2021	\$668,257	\$0	\$668,257	\$0
Tier1	38915052	Big Bend Water Authority*	DW/Plan/Dis	Distribution (Water Main Improvements)	2/23/2022	6/23/2022	9/21/2022	\$36,000	\$0	\$36,000	\$0
Tier1	38859019	Sanford	DW/Con	Treatment (Main WTP Improvements)	8/11/2021	12/9/2021	1/26/2022	\$6,457,000	\$0	\$6,457,000	\$0
Tier1	30806040	Hollywood	DW/Con	Treatment (DIW Pump Station & RO Effluent Removal)	8/11/2021	12/9/2021	AWARDED 11/23/2021	\$19,331,743	\$0	\$19,331,743	\$0
Tier1	17819042	Carrabelle*	DW/Con	Distribution (Extend water to Lighthouse subd)	2/23/2022	6/23/2022	9/21/2022	\$1,320,000	\$0	\$1,320,000	\$0
Tier1	15554022	Palatka	DW/Con	Distribution (Phase III Water Supply Upgrade)	11/10/2021	3/10/2022	AWARDED 1/26/2022	\$3,114,862	\$0	\$3,114,862	\$0
Tier1	13335121	Mascotte*	DW/Des	Treatment (WTP Improvements Phase 1A)	2/23/2022	6/23/2022	9/21/2022	\$1,757,800	\$878,900	\$878,900	\$0
Tier1	10036071	Bonita Springs Utilities, Inc.	DW/Con	Distribution (Meter Replacement)	11/10/2021	3/10/2022	6/8/2022	\$1,014,409	\$0	\$1,014,409	\$0
TOTAL AWARDED SEGMENTS:											\$29,634,701
TOTAL UNAWARDED SEGMENTS:											\$0
TOTALS:											\$30,979,701
											\$878,900
											\$30,100,801
											\$0
											\$59,735,502

*Small community <=10,000 (based on the 2010 Census for projects listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER SRF PRIORITY LIST 2022

ADOPTED 02/23/2022 MEETING

FUNDABLE PORTION TIER
2 & 3

TIER	PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ADOPTION DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	AUTHORIZED LOAN AMT	PRINCIPAL FORGIVENESS AMT	AMOUNT TO BE REPAYED	UNADOPTED FUNDS
Tier2	56413038	Opal-Locust*	DW/Plan/Dis	Distribution (Miami Gardens)	2/23/2022	6/23/2022	9/21/2022	\$152,600	\$76,300	\$76,300	\$0
Tier2	51136087	Mobile Manor, Inc.*	DW/Con	Distribution (Water Line and Meter Replacement)	8/11/2021	12/9/2021	AWARDED 2/3/2022	\$2,315,728	\$2,084,155	\$331,573	\$0
Tier3	48845051	American Beach Water and Sewer District*	DW/Con	Distribution (Connecting to Existing Water System)	8/11/2021	12/9/2021	3/9/2022	\$2,523,500	\$2,064,825	\$458,675	\$0
Tier3	48031031	Fellsmere*	DW/Con	Distribution (AMR Meter Replacement)	2/23/2022	6/23/2022	9/21/2022	\$605,981	\$545,383	\$60,598	\$0
Tier3	46413038	Opal-Locust*	DW/Con	Distribution (Miami Gardens)	2/23/2022	6/23/2022	9/21/2022	\$1,581,996	\$1,423,796	\$158,200	\$0
Tier3	45214013	Arcadia*	DW/Con	Distribution (Water Distribution System Improvements)	8/11/2021	12/9/2021	3/9/2022	\$6,135,100	\$2,250,000	\$3,885,100	\$0
Tier3	44253091	Eagle Lake*	DW/Des	Treatment (Green Acres WTP Improvements)	2/23/2022	6/23/2022	9/21/2022	\$286,586	\$143,293	\$143,293	\$0
Tier3	4393072	Parker*	DW/Con	Distribution (Water Distribution System Improvements)	8/11/2021	12/9/2021	3/9/2022	\$2,951,441	\$1,287,271	\$1,664,170	\$0

Tier3	Bellevue*	DW/Con	Treatment	2/23/2022	6/23/2022	9/21/2022	\$6,072,651	\$2,250,000	\$3,822,651	\$0
Tier3	43642077 Lake Wales	DW/Con	(WTP#3 Upgrades Ph1) Distribution	2/23/2022	6/23/2022	9/21/2022	\$2,549,100	\$501,630	\$2,047,470	\$0
Tier3	422153037 Orange City*	DW/Con	(NW Water Main Extension) Treatment & Distribution	8/11/2021	12/9/2021	AWARDED	\$17,250,898	\$2,250,000	\$15,000,898	\$0
Tier3	42164204 Stuart	DW/Con	(Pipe Rehabilitation & Looping) Treatment	8/11/2021	12/9/2021	3/9/2022	\$17,319,799	\$893,319	\$16,426,480	\$0
Tier3	41443045 Big Bend Water Authority*	DW/Des	(RO WTP, WRF DW Mod, RO Concentrate Pipe) Distribution	8/11/2021	12/9/2021	AWARDED	\$333,526	\$166,763	\$166,763	\$0
Tier3	38915052 Bowling Green*	DW/Plan	(Water Distribution Replacement & Meters) Distribution	2/23/2022	6/23/2022	9/21/2022	\$60,000	\$30,000	\$30,000	\$0
Tier3	37125028 Bonifay*	DW/Con	(Water main improvements Ph1) Distribution	8/11/2021	12/9/2021	3/9/2022	\$2,804,503	\$2,236,374	\$568,129	\$0
Tier3	36430014 Holt Water Works, Inc.*	DW/Des	(Water Distribution Replacement)	2/23/2022	6/23/2022	9/21/2022	\$525,000	\$262,500	\$262,500	\$0
Tier3	36046032 Mulberry*	DW/Plan	(Well, WTP and EST) Distribution	2/23/2022	6/23/2022	9/21/2022	\$67,000	\$33,500	\$33,500	\$0
Tier3	35353122 Springfield*	DW/Con	(Water main improvements) Treatment	8/11/2021	12/9/2021	3/9/2022	\$2,038,000	\$1,236,633	\$801,367	\$0
Tier3	33833051 Gulf County	DW/Con	(Water System Rehabilitation) Treatment	2/23/2022	6/23/2022	9/21/2022	\$932,200	\$393,625	\$538,575	\$0
Tier3	33723022 Dania Beach	DW/Con	(Booster Station) Source	8/11/2021	12/9/2021	3/9/2022	\$4,600,000	\$0	\$4,600,000	\$0
Tier3	3206123 Newberry	DW/Plan	(Capacity Purchase in C51 Reservoir) Storage	2/23/2022	6/23/2022	9/21/2022	\$150,000	\$0	\$150,000	\$0
Tier3	3201081 Davenport*	DW/Plan	(Water tank replacement) Source	2/23/2022	6/23/2022	9/21/2022	\$80,000	\$40,000	\$40,000	\$0
Tier3	318153073 Village of Tequesta	DW/Con	(AWS Well) Distribution	2/23/2022	6/23/2022	9/21/2022	\$2,631,932	\$0	\$2,631,932	\$0
Tier3	30050270 Jackson County*	DW/Con	(Water main replacement 1 & 4) Distribution	2/23/2022	6/23/2022	9/21/2022	\$6,696,354	\$2,250,000	\$4,446,354	\$0
Tier3	15632038 Palatka	DW/Con	(Water main to Indian Springs) Treatment	8/11/2021	12/9/2021	3/24/2022	\$1,470,000	\$0	\$1,470,000	\$0
Tier3	15234025 Okeechobee Utility Authority	DW/Con	(Install Granular Activated Carbon Filter) Distribution	2/23/2022	6/23/2022	9/21/2022	\$2,318,844	\$457,796	\$1,861,048	\$0
Tier3	12247013 Pompano Beach	DW/Con	(AMI Meter Installation) Source	2/23/2022	6/23/2022	9/21/2022	\$9,200,000	\$0	\$9,200,000	\$0
Tier3	1116248 Venice	DW/Con	(Capacity Purchase in C51 Reservoir) Treatment	2/23/2022	6/23/2022	AWARDED	\$17,461,565	\$0	\$17,461,565	\$0
Tier3	100158048	DW/Con	(WTP Switchgear Replacement)	8/11/2021	12/9/2021	17/14/2022	\$38,831,717	\$4,500,918	\$34,330,799	\$0
TOTAL AWARDED NEW PROJECTS:										
TOTAL UNAWARDED NEW PROJECTS:										
							\$72,282,587	\$18,376,245	\$53,906,342	\$0
TOTALS:							\$111,114,304	\$22,877,163	\$88,237,141	\$0

*Small community <=10,000 (based on the 2010 Census for projects listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER SRF PRIORITY LIST 2022

WAITING PORTION

PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ESTIMATED UNFUNDED COST
	Polk Regional Water Cooperative		Source, Treatment, Distribution (SE Wellfield, RO and Transmission)	\$7,046,516
421	53200 Hollywood	DW/Plan/Des	Treatment (DIW Pump Station & RO Effluent Removal)	\$19,007,507
303	0604D	DW/Con		\$26,054,023
UNCOMMITTED WAITING PORTION TOTAL:				

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER SRF PRIORITY LIST 2022

PLANNING PORTION

PRIORITY SCORE	APPLICANT/ PROJECT NBR	PROJECT TYPE	PROJECT DESCRIPTION	ESTIMATED PROJECT COST
	Hallandale Beach		Treatment (Disinfection System Improvements)	\$750,000
0	6171 Lake Wales	DW/Con	Distribution (Pipe Replacement and NW Line Extension)	\$2,153,950
100	53037 Palm Bay	DW/Con	Construction	\$6,858,000
410	5077 Riverwood CDD*	DW/Con	Distribution (Water Main Line Installation)	\$762,000
348	8050	DW/Con		\$10,523,950
PLANNING PORTION TOTAL:				

*Small community <=10,000 (based on the 2010 Census for projects Listed after 6/30/2011)

RESOLUTION 2022 - 16

A RESOLUTION AMENDING RESOLUTION NO. 2022-6 OF THE CITY OF CRESTVIEW, FLORIDA ADOPTED DECEMBER 13, 2021, THAT AUTHORIZED THE ISSUANCE OF NOT TO EXCEED \$5,075,000 CITY OF CRESTVIEW, FLORIDA WATER AND SEWER REVENUE BOND, SERIES 2021, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS TO THE ISSUER'S SEWER SYSTEM AND PAYING THE COSTS OF ISSUANCE RELATED THERETO; EXPANDING THE DEFINITION OF PROJECTS ELIGIBLE TO BE FUNDED FROM THE PROCEEDS; RATIFYING AND CONFIRMING ALL TERMS, PROVISIONS AND COVENANTS OF RESOLUTION NO 2202-6; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION

WHEREAS, the City of Crestview, Florida (the "Issuer") adopted Resolution No. 2022-6, on December 13, 2021 (the "Prior Resolution") authorizing the issuance of the Issuer's Water and Sewer Revenue Bond, Series 2021 (the "Bond") and the sewer projects that could be financed by such Bond.

WHEREAS, subsequent to the issuance of the Bond, the Issuer applied for and was awarded a SRF Loan to finance a part of the Series 2021 Project identified in the Resolution.

WHEREAS, the Issuer now desires to amend the definition of "Series 2021 Project" set forth in the Prior Resolution to authorizing the use of the proceeds of the Bond to finance the Arena Road Elevated Storage Tank Project, and the Foxwood Estates Septic to Sewer Project.

NOW THEREFORE BE IT RESOLVED by the Issuer as follows:

SECTION 1. AMENDMENT. The definition of "Series 2021" is hereby amended to read as follows: "Series 2021 Project" shall mean the acquisition costs for certain improvements to System consisting primarily of the Issuer's Wastewater Solids Handling Upgrade Project, the Arena Road Elevated Storage Tank Project, the Foxwood Estates Septic to Sewer Project, and such other improvements to the System as may be lawful under the laws of the State of Florida.

SECTION 2. PRIOR RESOLUTION EFFECTIVENESS. All other provisions of the Prior Resolution remain unchanged and in effect.

SECTION 3. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the

covenants, agreements or provisions of this Resolution shall be held 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, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 4. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. The provisions of this Resolution shall take effect immediately upon its passage.

ADOPTED this 13th day of June 2022.

JB Whitten, Mayor

ATTEST:

Maryanne Schrader, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: June 13, 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, Natasha Peacock, Admin Assistant, Kyle Lusk
DATE: 6/9/2022
SUBJECT: Continuing Services Contracts Renewal

BACKGROUND:

During the April 26, 2021, Regular City Council meeting, the Council approved the RFP committee's selection of firms for one-year contracts. Those Professional Continuing Services Contracts are up for a one-year renewal. The use of these continuing service contracts is to provide specialized engineering, planning or architectural services for selected projects without the City having to go through the bid process for every project.

DISCUSSION:

In April, 2021, The City entered into Professional Continuing Services contracts with the following firms: Adurra, Alday-Howell Eng., Barge Design Solutions, DAG Architects, Jacobs Engineering Group, Matrix Design, Panhandle Engineering and Construction, Poly Inc, Seaside Eng. & Surveying LLC, Sam Marshal Arch., and TKJM Transportation Consultants. All of the above-mentioned contracts are up for renewal for another twelve (12) months with Council approval.

Only five of the firms worked on, are currently working on, or getting ready to start on city-related projects. Renewal of the five listed contracts would provide continuity and prevent the expense of the process of finding other firms to complete or start projects. Alday-Howell Eng., Jacobs Engineering Group, Matrix Design, Panhandle Engineering and Construction, Seaside Eng. & Surveying LLC. were the firms given projects.

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

There would be no financial impact from the renewal of the Continuing Services Contracts.

RECOMMENDED ACTION

Staff respectfully requests the City Council approve the one-year extension of the individual Professional Continuing Services contracts and authorize the Mayor to execute the contracts.

Attachments

1. Continuing Services Contract Renewal _Jacobs_NOTSIGNED
2. Continuing Services Contract Renewal _Pecs_NOTSIGNED
3. Continuing Services Contract Renewal _alday_NOTSIGNED
4. Continuing Services Contract Renewal _Seas_NOTSIGNED
5. Continuing Services Contract Renewal _Matrix



City of Crestview, Florida

PROFESSIONAL PLANNING
CONTINUING SERVICES CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2022, between CITY OF CRESTVIEW, FLORIDA, a municipal corporation, whose address is P.O. Drawer 1209, Crestview, Florida 32536, the "City", and Jacobs, ("Consultant") whose address is 25 W Cedar St Suite 350, Pensacola, FL 32502.

WHEREAS, the City desires to engage Consultant to provide professional planning services on an as-needed basis; and

WHEREAS, Consultant desires to render professional planning services as described in the Scope of Services, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City, through a selection process conducted in accordance with the requirements of Florida law and City policy, has determined that it would be in the best interest of the City to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: EMPLOYMENT OF CONSULTANT. The City hereby agrees to engage Consultant and Consultant hereby agrees to perform the services set forth in the Scope of Services.

SECTION 2: SCOPE OF SERVICES. Consultant shall provide, on an as-needed basis, the professional planning services in accordance with the Scope of Services outlined in the original agreement dated May 3, 2021. Services will be awarded on a project-by-project basis that may include any or all of the services listed in Exhibit A of the original agreement, or services not specifically mentioned but directly related to the specific discipline of the Consultant. There is no guarantee of any minimum volume of work during the contract period, and the City reserves the right to award work based on factors determined to be in the best interest of the City. Consultant may hire sub-consultants to be used for portions of the required services; however, the primary Consultant must be responsible for all the work performed. The contract amount for services on any single project or task order will not

exceed the limit set forth by current Florida Statute. Assignments are to be carried out only after a description of the work to be accomplished has been agreed-to in writing, a written estimate of the cost for the assignment has been found acceptable to the City, and a written task order has been issued by the City.

SECTION 3: THE CITY'S RESPONSIBILITY. Except as provided in the scope of Services, the City's responsibilities are as follows:

A. To provide, within a reasonable time from the request of Consultant, existing data, plans, reports, and other information in the City's possession or under the City's control which are necessary for the performance of the duties of Consultant as described in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

B. To give prompt written notice to Consultant if the City observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this Agreement.

c. To furnish required information and services and render approvals and decisions as necessary for the orderly progress of the Consultant's services.

D. The City hereby designates the Director of Public Services or his designee to act on the City's behalf with respect to the Scope of Services. The Director of Public Services or his designee shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

SECTION 4: CONTRACT TIME.

A. The term of this contract shall be for ONE (1) year beginning on the date of its complete execution, with option to renew for FOUR (4) additional terms of ONE (1) year at the sole discretion of the City, unless earlier terminated by the Crestview City Council.

B. Consultant agrees to commence work in accordance with the time specified in each task order and complete the work within the time specified in the task order. The Consultant shall work on each task order continuously and expeditiously from the time the task order is issued. In the event that Consultant is delayed by acts of God, changes in the Project, extras to the task order, or failure of the City to make timely and proper payments, then Consultant shall, within forty-eight (48) hours of start of the delay, give written notice and request for an extension of time from the City.

c. If Consultant fails, through its own fault, to complete the performance required in a task order within the time set forth, as duly adjusted, then City shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

D. No Damages for Delay/Cumulative Impact; Consultant shall not be entitled to any recovery for loss, expense, or damage due to delay. The Consultant shall not be entitled to any recovery for loss, expense, or damage as a result of cumulative impact due to change orders.

SECTION 5: COMPENSATION. Compensation for the scope of Services performed by the Consultant shall be payable as follows:

A. The compensation basis shall be as set forth in the approved written task order for each assignment.

B. Compensation for travel expenses shall be as set forth in Section 1 12.061 Florida Statutes.

c. Consultant shall prepare and submit to the City Council for approval monthly invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the City shall promptly notify Consultant if any invoice or report is found to be unacceptable and shall specify the reasons therefor.

D. All representations, indemnifications, warranties, and guaranties made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

SECTION 6: DOCUMENTS. The documents which comprise this Agreement between the City and the Consultant are attached hereto and made a part hereof and consist of the following:

A. This Agreement.

B. Any written amendments, modifications, or Addenda to this Agreement.

C. Any task order and attachments thereto issued pursuant to this Agreement.

D. Notice of Award issued by City of Crestview.

E. City of Crestview Request for Proposal (RFP) for Professional Planning Services, including any Addenda thereto.

F. Items submitted by Consultant in response to the RFP.

Copies of the RFP and submitted proposal are maintained and available in the office of the City Clerk of the City of Crestview.

In the event of a conflict between any documents comprising this Agreement, the documents shall be construed in the following order of priority: 1) the terms of this Agreement; 2) the provisions of the Request for Proposal; and 3) the Consultant's submittal provided in response to the City's Request for Proposal.

SECTION 7: GENERAL CONSIDERATIONS.

- A. Ownership and Use of Documents; The documents prepared by the Consultant pursuant to this Agreement are instruments of the Consultant's service for use solely with respect to this Agreement. All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the City, provided payment for applicable fees for their production has been made to the Consultant in accordance with the terms of this Agreement. The City shall retain and use the Consultant's documents for public record, information and reference and make use in connection with the City's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.
- B. Equal Opportunity Employment: In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Standard of Performance; Consultant shall perform and complete the Scope of Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise.

SECTION 8: DISCLOSURE REGARDING SECURING CONTRACT. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 9: TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

Consultant certifies that wage rates and other factual unit costs supporting the compensation submitted are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes, to the City.

SECTION 10: INSURANCE.

- A. The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, professional liability, workers compensation, and other

insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

2. Comprehensive General Liability Coverage must include:

a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.

b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

c. Additional Insured. City is to be specifically included as an additional insured.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. \$1,000,000 combined single limit per accident for bodily injury and property damage.

b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employee Non-Ownership.

e. Additional Insured. City is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

4. Professional Liability Coverage must include:

a. Minimum limits of \$5,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, errors, and omissions.

b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide City with ten (10) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the City. The Certificates of Insurance shall be filed with the City before this Agreement is deemed approved by the City. The required Certificates of Insurance not

only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insured: the City, its officers, employees, and agents. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the City, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the City with financial information concerning any self-insurance fund insuring Consultant. At the City's option, a Best's rating or Self-insurance Fund financial information may be waived.

D. The City reserves the right to modify its insurance requirements with 60 days' notice to Consultant.

SECTION 11: LICENSING. The Consultant shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Consultant performs any work without obtaining, or contrary to, permits and licenses, Consultant shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements or fees beyond its control.

SECTION 12: PERFORMANCE OF WORK/RESPONSIBILITIES. For each task, the Consultant will be issued a task order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Consultant shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Consultant shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of work and responsibilities hereto are outlined and made a part hereof in the Task Order attached.

SECTION 13: TERMINATION FOR DEFAULT. The Contract will remain in force for the full period specified and until the City's Public Services Director or his designee determines that all requirements and conditions have been satisfactorily met and the City's Public Services Director or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City's Public Services Director will have the right to terminate this Contract sooner if the Consultant has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City's Public Services Director decides to terminate this Contract for the Consultant's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City's Public Services Director will give the Consultant five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Consultant cures

the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City's Public Services Director.

Upon Contract termination for the Consultant's failure to provide satisfactory contract performance, the Consultant will be entitled to receive compensation for Contract service satisfactorily performed by the Consultant and allocable to the Contract and accepted by the City's Public Services Director or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Consultant in the event the City's Public Services Director terminates the Contract.

Except as otherwise directed by the City's Public Services Director, in the case of termination for default (in which event the Consultant may be entitled to cure, at the option of the City's Public Services Director), the Consultant shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to be a termination for convenience.

SECTION 14: TERMINATION FOR CONVENIENCE. The performance of work under this Contract may be terminated by the City's Public Services Director in whole or in part whenever the City's Public Services Director, in his discretion, determines that the termination is in the City's best interest. Any such termination shall be effected by the City's Public Services Director giving at least five (5) days' notice to the Consultant, specifying the extent to which performance of the work under this Contract is terminated and the date upon which termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Consultant shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

SECTION 15: GOVERNING LAW. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

SECTION 16: ATTORNEY'S FEES. In any dispute relating to this Contract, each party shall be responsible for their respective attorney's fees and costs.

SECTION 17: SUCCESSORS AND ASSIGNS. The City and Consultant bind themselves, their partners, successors, assigns, and legal representatives to the other party to this

Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 18: PUBLIC RECORDS.

Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 19.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency. upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant's duty to provide public records relating to this Agreement, Consultant shall contact the Custodian of Public Records at:

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension
250
cityclerk@citvofcrestview.org
g

- f. In the event the public agency must initiate litigation against Consultant in order to enforce compliance with Chapter 19, Florida Statutes, or in the event of litigation filed against the public

agency because Consultant failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

SECTION 19: EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument.

C. This is a nonexclusive contract. The City has the right to enter into contracts with other consultants for the providing of planning consulting services.

SECTION 20: INDEMNIFICATION OF THE CITY.

A. Consultant shall indemnify and hold the City, its officers and employees, harmless from and against any losses, damages, costs, and liabilities, including attorney's fees (including regulatory and appellate fees), or causes of action of whatsoever kind or nature, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, which arise out of or are related to or in any way connected with this Agreement, but only to the extent caused by negligent act, error, or omission of Consultant, its agents, servants, or employees in the performance of services under this Agreement.

B. The Consultant shall indemnify and hold harmless the City against all liens and claims of mechanics and materialmen furnishing labor and materials arising out of the performance of Consultant's professional services.

SECTION 21: INDEPENDENT CONTRACTOR. Neither the City nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants, or employees of the City. It is understood and agreed that Consultant is, and shall at all times remain, as to the City, a wholly independent contractor and that Consultant's obligations to the City are solely as prescribed by this Agreement.

SECTION 22: CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Contract. In the event of an ambiguity or if a question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

SECTION 23: HEADINGS. The headings of sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

SECTION 24: SEVERABILITY. If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected and thereby each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

SECTION 25: SOVEREIGN IMMUNITY. The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Crestview's rights and immunities under the Florida Constitution, common law, or Florida Statutes 768.28, as amended from time to time.

SECTION 26: NOTICES. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first written above.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

Maryanne Schrader
City Clerk

By: _____

JB Whitten
Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Holloway
City Attorney

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Acknowledged and subscribed before me the undersigned notary on

_____, 2022 by _____ the _____ (insert title) of

_____, with legal corporate authority, and who is known to me or has production

identification of: _____

Notary Public



City of Crestview, Florida

PROFESSIONAL PLANNING
CONTINUING SERVICES CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2022, between CITY OF CRESTVIEW, FLORIDA, a municipal corporation, whose address is P.O. Drawer 1209, Crestview, Florida 32536, the "City", and Panhandle Engineering & Construction, ("Consultant") whose address is 4277 Lafayette Street, Marianna, FL 32446.

WHEREAS, the City desires to engage Consultant to provide professional planning services on an as-needed basis; and

WHEREAS, Consultant desires to render professional planning services as described in the Scope of Services, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City, through a selection process conducted in accordance with the requirements of Florida law and City policy, has determined that it would be in the best interest of the City to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: EMPLOYMENT OF CONSULTANT. The City hereby agrees to engage Consultant and Consultant hereby agrees to perform the services set forth in the Scope of Services.

SECTION 2: SCOPE OF SERVICES. Consultant shall provide, on an as-needed basis, the professional planning services in accordance with the Scope of Services outlined in the original agreement dated May 3, 2021. Services will be awarded on a project-by-project basis that may include any or all of the services listed in Exhibit A of the original agreement, or services not specifically mentioned but directly related to the specific discipline of the Consultant. There is no guarantee of any minimum volume of work during the contract period, and the City reserves the right to award work based on factors determined to be in the best interest of the City. Consultant may hire sub-consultants to be used for portions of the required services; however, the primary Consultant must be responsible for all the work performed. The contract amount for services on any single project or task order will not

exceed the limit set forth by current Florida Statute. Assignments are to be carried out only after a description of the work to be accomplished has been agreed-to in writing, a written estimate of the cost for the assignment has been found acceptable to the City, and a written task order has been issued by the City.

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A. To provide, within a reasonable time from the request of Consultant, existing data, plans, reports, and other information in the City's possession or under the City's control which are necessary for the performance of the duties of Consultant as described in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

B. To give prompt written notice to Consultant if the City observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this Agreement.

c. To furnish required information and services and render approvals and decisions as necessary for the orderly progress of the Consultant's services.

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A. The term of this contract shall be for ONE (1) year beginning on the date of its complete execution, with option to renew for FOUR (4) additional terms of ONE (1) year at the sole discretion of the City, unless earlier terminated by the Crestview City Council.

B. Consultant agrees to commence work in accordance with the time specified in each task order and complete the work within the time specified in the task order. The Consultant shall work on each task order continuously and expeditiously from the time the task order is issued. In the event that Consultant is delayed by acts of God, changes in the Project, extras to the task order, or failure of the City to make timely and proper payments, then Consultant shall, within forty-eight (48) hours of start of the delay, give written notice and request for an extension of time from the City.

c. If Consultant fails, through its own fault, to complete the performance required in a task order within the time set forth, as duly adjusted, then City shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

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c. Consultant shall prepare and submit to the City Council for approval monthly invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the City shall promptly notify Consultant if any invoice or report is found to be unacceptable and shall specify the reasons therefor.

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F. Items submitted by Consultant in response to the RFP.

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- B. Equal Opportunity Employment: In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Standard of Performance; Consultant shall perform and complete the Scope of Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise.

SECTION 8: DISCLOSURE REGARDING SECURING CONTRACT. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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Consultant certifies that wage rates and other factual unit costs supporting the compensation submitted are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes, to the City.

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b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employee Non-Ownership.

e. Additional Insured. City is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

4. Professional Liability Coverage must include:

a. Minimum limits of \$5,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, errors, and omissions.

b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide City with ten (10) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the City. The Certificates of Insurance shall be filed with the City before this Agreement is deemed approved by the City. The required Certificates of Insurance not

only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insured: the City, its officers, employees, and agents. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the City, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the City with financial information concerning any self-insurance fund insuring Consultant. At the City's option, a Best's rating or Self-insurance Fund financial information may be waived.

D. The City reserves the right to modify its insurance requirements with 60 days' notice to Consultant.

SECTION 11: LICENSING. The Consultant shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Consultant performs any work without obtaining, or contrary to, permits and licenses, Consultant shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements or fees beyond its control.

SECTION 12: PERFORMANCE OF WORK/RESPONSIBILITIES. For each task, the Consultant will be issued a task order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Consultant shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Consultant shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of work and responsibilities hereto are outlined and made a part hereof in the Task Order attached.

SECTION 13: TERMINATION FOR DEFAULT. The Contract will remain in force for the full period specified and until the City's Public Services Director or his designee determines that all requirements and conditions have been satisfactorily met and the City's Public Services Director or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City's Public Services Director will have the right to terminate this Contract sooner if the Consultant has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City's Public Services Director decides to terminate this Contract for the Consultant's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City's Public Services Director will give the Consultant five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Consultant cures

the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City's Public Services Director.

Upon Contract termination for the Consultant's failure to provide satisfactory contract performance, the Consultant will be entitled to receive compensation for Contract service satisfactorily performed by the Consultant and allocable to the Contract and accepted by the City's Public Services Director or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Consultant in the event the City's Public Services Director terminates the Contract.

Except as otherwise directed by the City's Public Services Director, in the case of termination for default (in which event the Consultant may be entitled to cure, at the option of the City's Public Services Director), the Consultant shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to be a termination for convenience.

SECTION 14: TERMINATION FOR CONVENIENCE. The performance of work under this Contract may be terminated by the City's Public Services Director in whole or in part whenever the City's Public Services Director, in his discretion, determines that the termination is in the City's best interest. Any such termination shall be effected by the City's Public Services Director giving at least five (5) days' notice to the Consultant, specifying the extent to which performance of the work under this Contract is terminated and the date upon which termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Consultant shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

SECTION 15: GOVERNING LAW. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

SECTION 16: ATTORNEY'S FEES. In any dispute relating to this Contract, each party shall be responsible for their respective attorney's fees and costs.

SECTION 17: SUCCESSORS AND ASSIGNS. The City and Consultant bind themselves, their partners, successors, assigns, and legal representatives to the other party to this

Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 18: PUBLIC RECORDS.

Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 19.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency. upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant's duty to provide public records relating to this Agreement, Consultant shall contact the Custodian of Public Records at:

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension
250
cityclerk@citvofcrestview.or

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- f. In the event the public agency must initiate litigation against Consultant in order to enforce compliance with Chapter 19, Florida Statutes, or in the event of litigation filed against the public

agency because Consultant failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

SECTION 19: EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument.

C. This is a nonexclusive contract. The City has the right to enter into contracts with other consultants for the providing of planning consulting services.

SECTION 20: INDEMNIFICATION OF THE CITY.

A. Consultant shall indemnify and hold the City, its officers and employees, harmless from and against any losses, damages, costs, and liabilities, including attorney's fees (including regulatory and appellate fees), or causes of action of whatsoever kind or nature, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, which arise out of or are related to or in any way connected with this Agreement, but only to the extent caused by negligent act, error, or omission of Consultant, its agents, servants, or employees in the performance of services under this Agreement.

B. The Consultant shall indemnify and hold harmless the City against all liens and claims of mechanics and materialmen furnishing labor and materials arising out of the performance of Consultant's professional services.

SECTION 21: INDEPENDENT CONTRACTOR. Neither the City nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants, or employees of the City. It is understood and agreed that Consultant is, and shall at all times remain, as to the City, a wholly independent contractor and that Consultant's obligations to the City are solely as prescribed by this Agreement.

SECTION 22: CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Contract. In the event of an ambiguity or if a question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

SECTION 23: HEADINGS. The headings of sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

SECTION 24: SEVERABILITY. If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected and thereby each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

SECTION 25: SOVEREIGN IMMUNITY. The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Crestview's rights and immunities under the Florida Constitution, common law, or Florida Statutes 768.28, as amended from time to time.

SECTION 26: NOTICES. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first written above.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

Maryanne Schrader
City Clerk

By: _____
JB Whitten
Mayor
Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Holloway
City Attorney

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Acknowledged and subscribed before me the undersigned notary on
_____, 2022 by _____ the _____ (insert title) of
_____, with legal corporate authority, and who is known to me or has production
identification of: _____

Notary Public



City of Crestview, Florida

PROFESSIONAL PLANNING
CONTINUING SERVICES CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2022, between CITY OF CRESTVIEW, FLORIDA, a municipal corporation, whose address is P.O. Drawer 1209, Crestview, Florida 32536, the "City", and Alday Howell Engineering, ("Consultant") whose address is 4100 S Ferdon Blvd Suite B2, Crestview, FL 32536

WHEREAS, the City desires to engage Consultant to provide professional planning services on an as-needed basis; and

WHEREAS, Consultant desires to render professional planning services as described in the Scope of Services, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City, through a selection process conducted in accordance with the requirements of Florida law and City policy, has determined that it would be in the best interest of the City to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: EMPLOYMENT OF CONSULTANT. The City hereby agrees to engage Consultant and Consultant hereby agrees to perform the services set forth in the Scope of Services.

SECTION 2: SCOPE OF SERVICES. Consultant shall provide, on an as-needed basis, the professional planning services in accordance with the Scope of Services outlined in the original agreement dated May 3, 2021. Services will be awarded on a project-by-project basis that may include any or all of the services listed in Exhibit A of the original agreement, or services not specifically mentioned but directly related to the specific discipline of the Consultant. There is no guarantee of any minimum volume of work during the contract period, and the City reserves the right to award work based on factors determined to be in the best interest of the City. Consultant may hire sub-consultants to be used for portions of the required services; however, the primary Consultant must be responsible for all the work performed. The contract amount for services on any single project or task order will not

exceed the limit set forth by current Florida Statute. Assignments are to be carried out only after a description of the work to be accomplished has been agreed-to in writing, a written estimate of the cost for the assignment has been found acceptable to the City, and a written task order has been issued by the City.

SECTION 3: THE CITY'S RESPONSIBILITY. Except as provided in the scope of Services, the City's responsibilities are as follows:

A. To provide, within a reasonable time from the request of Consultant, existing data, plans, reports, and other information in the City's possession or under the City's control which are necessary for the performance of the duties of Consultant as described in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

B. To give prompt written notice to Consultant if the City observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this Agreement.

c. To furnish required information and services and render approvals and decisions as necessary for the orderly progress of the Consultant's services.

D. The City hereby designates the Director of Public Services or his designee to act on the City's behalf with respect to the Scope of Services. The Director of Public Services or his designee shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

SECTION 4: CONTRACT TIME.

A. The term of this contract shall be for ONE (1) year beginning on the date of its complete execution, with option to renew for FOUR (4) additional terms of ONE (1) year at the sole discretion of the City, unless earlier terminated by the Crestview City Council.

B. Consultant agrees to commence work in accordance with the time specified in each task order and complete the work within the time specified in the task order. The Consultant shall work on each task order continuously and expeditiously from the time the task order is issued. In the event that Consultant is delayed by acts of God, changes in the Project, extras to the task order, or failure of the City to make timely and proper payments, then Consultant shall, within forty-eight (48) hours of start of the delay, give written notice and request for an extension of time from the City.

c. If Consultant fails, through its own fault, to complete the performance required in a task order within the time set forth, as duly adjusted, then City shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

D. No Damages for Delay/Cumulative Impact; Consultant shall not be entitled to any recovery for loss, expense, or damage due to delay. The Consultant shall not be entitled to any recovery for loss, expense, or damage as a result of cumulative impact due to change orders.

SECTION 5: COMPENSATION. Compensation for the scope of Services performed by the Consultant shall be payable as follows:

A. The compensation basis shall be as set forth in the approved written task order for each assignment.

B. Compensation for travel expenses shall be as set forth in Section 1 12.061 Florida Statutes.

c. Consultant shall prepare and submit to the City Council for approval monthly invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the City shall promptly notify Consultant if any invoice or report is found to be unacceptable and shall specify the reasons therefor.

D. All representations, indemnifications, warranties, and guaranties made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

SECTION 6: DOCUMENTS. The documents which comprise this Agreement between the City and the Consultant are attached hereto and made a part hereof and consist of the following:

A. This Agreement.

B. Any written amendments, modifications, or Addenda to this Agreement.

C. Any task order and attachments thereto issued pursuant to this Agreement.

D. Notice of Award issued by City of Crestview.

E. City of Crestview Request for Proposal (RFP) for Professional Planning Services, including any Addenda thereto.

F. Items submitted by Consultant in response to the RFP.

Copies of the RFP and submitted proposal are maintained and available in the office of the City Clerk of the City of Crestview.

In the event of a conflict between any documents comprising this Agreement, the documents shall be construed in the following order of priority: 1) the terms of this Agreement; 2) the provisions of the Request for Proposal; and 3) the Consultant's submittal provided in response to the City's Request for Proposal.

SECTION 7: GENERAL CONSIDERATIONS.

- A. Ownership and Use of Documents; The documents prepared by the Consultant pursuant to this Agreement are instruments of the Consultant's service for use solely with respect to this Agreement. All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the City, provided payment for applicable fees for their production has been made to the Consultant in accordance with the terms of this Agreement. The City shall retain and use the Consultant's documents for public record, information and reference and make use in connection with the City's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.
- B. Equal Opportunity Employment: In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Standard of Performance; Consultant shall perform and complete the Scope of Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise.

SECTION 8: DISCLOSURE REGARDING SECURING CONTRACT. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 9: TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

Consultant certifies that wage rates and other factual unit costs supporting the compensation submitted are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes, to the City.

SECTION 10: INSURANCE.

A. The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, professional liability, workers compensation, and other

insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

2. Comprehensive General Liability Coverage must include:

a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.

b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

c. Additional Insured. City is to be specifically included as an additional insured.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. \$1,000,000 combined single limit per accident for bodily injury and property damage.

b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employee Non-Ownership.

e. Additional Insured. City is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

4. Professional Liability Coverage must include:

a. Minimum limits of \$5,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, errors, and omissions.

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B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the City. The Certificates of Insurance shall be filed with the City before this Agreement is deemed approved by the City. The required Certificates of Insurance not

only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insured: the City, its officers, employees, and agents. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the City, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the City with financial information concerning any self-insurance fund insuring Consultant. At the City's option, a Best's rating or Self-insurance Fund financial information may be waived.

D. The City reserves the right to modify its insurance requirements with 60 days' notice to Consultant.

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the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City's Public Services Director.

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- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency. upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant's duty to provide public records relating to this Agreement, Consultant shall contact the Custodian of Public Records at:

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Crestview, Florida 32536
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250
cityclerk@citvofcrestview.or
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agency because Consultant failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

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A. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument.

C. This is a nonexclusive contract. The City has the right to enter into contracts with other consultants for the providing of planning consulting services.

SECTION 20: INDEMNIFICATION OF THE CITY.

A. Consultant shall indemnify and hold the City, its officers and employees, harmless from and against any losses, damages, costs, and liabilities, including attorney's fees (including regulatory and appellate fees), or causes of action of whatsoever kind or nature, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, which arise out of or are related to or in any way connected with this Agreement, but only to the extent caused by negligent act, error, or omission of Consultant, its agents, servants, or employees in the performance of services under this Agreement.

B. The Consultant shall indemnify and hold harmless the City against all liens and claims of mechanics and materialmen furnishing labor and materials arising out of the performance of Consultant's professional services.

SECTION 21: INDEPENDENT CONTRACTOR. Neither the City nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants, or employees of the City. It is understood and agreed that Consultant is, and shall at all times remain, as to the City, a wholly independent contractor and that Consultant's obligations to the City are solely as prescribed by this Agreement.

SECTION 22: CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Contract. In the event of an ambiguity or if a question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

SECTION 23: HEADINGS. The headings of sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

SECTION 24: SEVERABILITY. If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected and thereby each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

SECTION 25: SOVEREIGN IMMUNITY. The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Crestview's rights and immunities under the Florida Constitution, common law, or Florida Statutes 768.28, as amended from time to time.

SECTION 26: NOTICES. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first written above.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

Maryanne Schrader
City Clerk

By: _____

JB Whitten
Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Holloway
City Attorney

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Acknowledged and subscribed before me the undersigned notary on

_____, 2022 by _____ the _____ (insert title) of

_____, with legal corporate authority, and who is known to me or has production

identification of: _____

Notary Public



City of Crestview, Florida

PROFESSIONAL PLANNING
CONTINUING SERVICES CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2022, between CITY OF CRESTVIEW, FLORIDA, a municipal corporation, whose address is P.O. Drawer 1209, Crestview, Florida 32536, the "City", and Seaside Engineering And Surveying, ("Consultant") whose address is 6575 Highway 189 N, Baker, FL 32531

WHEREAS, the City desires to engage Consultant to provide professional planning services on an as-needed basis; and

WHEREAS, Consultant desires to render professional planning services as described in the Scope of Services, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City, through a selection process conducted in accordance with the requirements of Florida law and City policy, has determined that it would be in the best interest of the City to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: EMPLOYMENT OF CONSULTANT. The City hereby agrees to engage Consultant and Consultant hereby agrees to perform the services set forth in the Scope of Services.

SECTION 2: SCOPE OF SERVICES. Consultant shall provide, on an as-needed basis, the professional planning services in accordance with the Scope of Services outlined in the original agreement dated May 3, 2021. Services will be awarded on a project-by-project basis that may include any or all of the services listed in Exhibit A of the original agreement, or services not specifically mentioned but directly related to the specific discipline of the Consultant. There is no guarantee of any minimum volume of work during the contract period, and the City reserves the right to award work based on factors determined to be in the best interest of the City. Consultant may hire sub-consultants to be used for portions of the required services; however, the primary Consultant must be responsible for all the work performed. The contract amount for services on any single project or task order will not

exceed the limit set forth by current Florida Statute. Assignments are to be carried out only after a description of the work to be accomplished has been agreed-to in writing, a written estimate of the cost for the assignment has been found acceptable to the City, and a written task order has been issued by the City.

SECTION 3: THE CITY'S RESPONSIBILITY. Except as provided in the scope of Services, the City's responsibilities are as follows:

A. To provide, within a reasonable time from the request of Consultant, existing data, plans, reports, and other information in the City's possession or under the City's control which are necessary for the performance of the duties of Consultant as described in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

B. To give prompt written notice to Consultant if the City observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this Agreement.

c. To furnish required information and services and render approvals and decisions as necessary for the orderly progress of the Consultant's services.

D. The City hereby designates the Director of Public Services or his designee to act on the City's behalf with respect to the Scope of Services. The Director of Public Services or his designee shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

SECTION 4: CONTRACT TIME.

A. The term of this contract shall be for ONE (1) year beginning on the date of its complete execution, with option to renew for FOUR (4) additional terms of ONE (1) year at the sole discretion of the City, unless earlier terminated by the Crestview City Council.

B. Consultant agrees to commence work in accordance with the time specified in each task order and complete the work within the time specified in the task order. The Consultant shall work on each task order continuously and expeditiously from the time the task order is issued. In the event that Consultant is delayed by acts of God, changes in the Project, extras to the task order, or failure of the City to make timely and proper payments, then Consultant shall, within forty-eight (48) hours of start of the delay, give written notice and request for an extension of time from the City.

c. If Consultant fails, through its own fault, to complete the performance required in a task order within the time set forth, as duly adjusted, then City shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

D. No Damages for Delay/Cumulative Impact; Consultant shall not be entitled to any recovery for loss, expense, or damage due to delay. The Consultant shall not be entitled to any recovery for loss, expense, or damage as a result of cumulative impact due to change orders.

SECTION 5: COMPENSATION. Compensation for the scope of Services performed by the Consultant shall be payable as follows:

A. The compensation basis shall be as set forth in the approved written task order for each assignment.

B. Compensation for travel expenses shall be as set forth in Section 1 12.061 Florida Statutes.

c. Consultant shall prepare and submit to the City Council for approval monthly invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the City shall promptly notify Consultant if any invoice or report is found to be unacceptable and shall specify the reasons therefor.

D. All representations, indemnifications, warranties, and guaranties made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

SECTION 6: DOCUMENTS. The documents which comprise this Agreement between the City and the Consultant are attached hereto and made a part hereof and consist of the following:

A. This Agreement.

B. Any written amendments, modifications, or Addenda to this Agreement.

C. Any task order and attachments thereto issued pursuant to this Agreement.

D. Notice of Award issued by City of Crestview.

E. City of Crestview Request for Proposal (RFP) for Professional Planning Services, including any Addenda thereto.

F. Items submitted by Consultant in response to the RFP.

Copies of the RFP and submitted proposal are maintained and available in the office of the City Clerk of the City of Crestview.

In the event of a conflict between any documents comprising this Agreement, the documents shall be construed in the following order of priority: 1) the terms of this Agreement; 2) the provisions of the Request for Proposal; and 3) the Consultant's submittal provided in response to the City's Request for Proposal.

SECTION 7: GENERAL CONSIDERATIONS.

- A. Ownership and Use of Documents; The documents prepared by the Consultant pursuant to this Agreement are instruments of the Consultant's service for use solely with respect to this Agreement. All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the City, provided payment for applicable fees for their production has been made to the Consultant in accordance with the terms of this Agreement. The City shall retain and use the Consultant's documents for public record, information and reference and make use in connection with the City's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.
- B. Equal Opportunity Employment: In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Standard of Performance; Consultant shall perform and complete the Scope of Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise.

SECTION 8: DISCLOSURE REGARDING SECURING CONTRACT. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 9: TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

Consultant certifies that wage rates and other factual unit costs supporting the compensation submitted are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes, to the City.

SECTION 10: INSURANCE.

A. The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, professional liability, workers compensation, and other

insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

2. Comprehensive General Liability Coverage must include:

a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.

b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

c. Additional Insured. City is to be specifically included as an additional insured.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. \$1,000,000 combined single limit per accident for bodily injury and property damage.

b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employee Non-Ownership.

e. Additional Insured. City is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

4. Professional Liability Coverage must include:

a. Minimum limits of \$5,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, errors, and omissions.

b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide City with ten (10) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the City. The Certificates of Insurance shall be filed with the City before this Agreement is deemed approved by the City. The required Certificates of Insurance not

only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insured: the City, its officers, employees, and agents. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the City, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the City with financial information concerning any self-insurance fund insuring Consultant. At the City's option, a Best's rating or Self-insurance Fund financial information may be waived.

D. The City reserves the right to modify its insurance requirements with 60 days' notice to Consultant.

SECTION 11: LICENSING. The Consultant shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Consultant performs any work without obtaining, or contrary to, permits and licenses, Consultant shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements or fees beyond its control.

SECTION 12: PERFORMANCE OF WORK/RESPONSIBILITIES. For each task, the Consultant will be issued a task order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Consultant shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Consultant shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of work and responsibilities hereto are outlined and made a part hereof in the Task Order attached.

SECTION 13: TERMINATION FOR DEFAULT. The Contract will remain in force for the full period specified and until the City's Public Services Director or his designee determines that all requirements and conditions have been satisfactorily met and the City's Public Services Director or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City's Public Services Director will have the right to terminate this Contract sooner if the Consultant has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City's Public Services Director decides to terminate this Contract for the Consultant's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City's Public Services Director will give the Consultant five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Consultant cures

the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City's Public Services Director.

Upon Contract termination for the Consultant's failure to provide satisfactory contract performance, the Consultant will be entitled to receive compensation for Contract service satisfactorily performed by the Consultant and allocable to the Contract and accepted by the City's Public Services Director or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Consultant in the event the City's Public Services Director terminates the Contract.

Except as otherwise directed by the City's Public Services Director, in the case of termination for default (in which event the Consultant may be entitled to cure, at the option of the City's Public Services Director), the Consultant shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to be a termination for convenience.

SECTION 14: TERMINATION FOR CONVENIENCE. The performance of work under this Contract may be terminated by the City's Public Services Director in whole or in part whenever the City's Public Services Director, in his discretion, determines that the termination is in the City's best interest. Any such termination shall be effected by the City's Public Services Director giving at least five (5) days' notice to the Consultant, specifying the extent to which performance of the work under this Contract is terminated and the date upon which termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Consultant shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

SECTION 15: GOVERNING LAW. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

SECTION 16: ATTORNEY'S FEES. In any dispute relating to this Contract, each party shall be responsible for their respective attorney's fees and costs.

SECTION 17: SUCCESSORS AND ASSIGNS. The City and Consultant bind themselves, their partners, successors, assigns, and legal representatives to the other party to this

Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 18: PUBLIC RECORDS.

Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 19.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency. upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant's duty to provide public records relating to this Agreement, Consultant shall contact the Custodian of Public Records at:

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension
250
cityclerk@citvofcrestview.or

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- f. In the event the public agency must initiate litigation against Consultant in order to enforce compliance with Chapter 19, Florida Statutes, or in the event of litigation filed against the public

agency because Consultant failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

SECTION 19: EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument.

C. This is a nonexclusive contract. The City has the right to enter into contracts with other consultants for the providing of planning consulting services.

SECTION 20: INDEMNIFICATION OF THE CITY.

A. Consultant shall indemnify and hold the City, its officers and employees, harmless from and against any losses, damages, costs, and liabilities, including attorney's fees (including regulatory and appellate fees), or causes of action of whatsoever kind or nature, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, which arise out of or are related to or in any way connected with this Agreement, but only to the extent caused by negligent act, error, or omission of Consultant, its agents, servants, or employees in the performance of services under this Agreement.

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SECTION 21: INDEPENDENT CONTRACTOR. Neither the City nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants, or employees of the City. It is understood and agreed that Consultant is, and shall at all times remain, as to the City, a wholly independent contractor and that Consultant's obligations to the City are solely as prescribed by this Agreement.

SECTION 22: CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Contract. In the event of an ambiguity or if a question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

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SECTION 25: SOVEREIGN IMMUNITY. The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Crestview's rights and immunities under the Florida Constitution, common law, or Florida Statutes 768.28, as amended from time to time.

SECTION 26: NOTICES. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first written above.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

Maryanne Schrader
City Clerk

By: _____

JB Whitten
Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Holloway
City Attorney

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Acknowledged and subscribed before me the undersigned notary on

_____, 2022 by _____ the _____ (insert title) of

_____, with legal corporate authority, and who is known to me or has production

identification of: _____

Notary Public



City of Crestview, Florida

**PROFESSIONAL PLANNING
CONTINUING SERVICES CONTRACT**

THIS AGREEMENT is made this ____ day of _____, 2022, between **CITY OF CRESTVIEW, FLORIDA**, a municipal corporation, whose address is P.O. Drawer 1209, Crestview, Florida 32536, the "City", and Matrix Design Group, ("Consultant") whose address is 320 Bayshore Drive, Suite B, Niceville, Florida 32578.

WHEREAS, the City desires to engage Consultant to provide professional planning services on an as-needed basis; and

WHEREAS, Consultant desires to render professional planning services as described in the Scope of Services, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the City, through a selection process conducted in accordance with the requirements of Florida law and City policy, has determined that it would be in the best interest of the City to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

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services on any single project or task order will not exceed the limit set forth by current Florida Statute. Assignments are to be carried out only after a description of the work to be accomplished has been agreed-to in writing, a written estimate of the cost for the assignment has been found acceptable to the City, and a written task order has been issued by the City.

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- A. To provide, within a reasonable time from the request of Consultant, existing data, plans, reports, and other information in the City's possession or under the City's control which are necessary for the performance of the duties of Consultant as described in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.
- B. To give prompt written notice to Consultant if the City observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this Agreement.
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- D. The City hereby designates the Director of Public Services or his designee to act on the City's behalf with respect to the Scope of Services. The Director of Public Services or his designee shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to materials, elements, and systems pertinent to Consultant's services.

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- F. Items submitted by Consultant in response to the RFP.

Copies of the RFP and submitted proposal are maintained and available in the office of the City Clerk of the City of Crestview.

In the event of a conflict between any documents comprising this Agreement, the documents shall be construed in the following order of priority: 1) the terms of this Agreement; 2) the provisions of the Request for Proposal; and 3) the Consultant's submittal provided in response to the City's Request for Proposal.

SECTION 7: GENERAL CONSIDERATIONS.

A. Ownership and Use of Documents; The documents prepared by the Consultant pursuant to this Agreement are instruments of the Consultant's service for use solely with respect to this Agreement. All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the City, provided payment for applicable fees for their production has been made to the Consultant in accordance with the terms of this Agreement. The City shall retain and use the Consultant's documents for public record, information and reference and make use in connection with the City's compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

B. Equal Opportunity Employment: In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

C. Standard of Performance; Consultant shall perform and complete the Scope of Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise.

SECTION 8: DISCLOSURE REGARDING SECURING CONTRACT. Consultant warrants that it has not employed or retained any company or person, other than a *bona fide* employee, working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 9: TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT. Consultant certifies that wage rates and other factual unit costs supporting the compensation submitted are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes, to the City.

SECTION 10: INSURANCE.

A. The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, professional liability, workers compensation, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

2. Comprehensive General Liability Coverage must include:

a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.

b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

c. Additional Insured. City is to be specifically included as an additional insured.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. \$1,000,000 combined single limit per accident for bodily injury and property damage.

b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employee Non-Ownership.

e. Additional Insured. City is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

4. Professional Liability Coverage must include:

a. Minimum limits of \$5,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, errors, and omissions.

b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide City with ten (10) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the City. **The Certificates of Insurance shall be filed with the City before this Agreement is deemed approved by the City.** The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insured: the City, its officers,

employees, and agents. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the City, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the City with financial information concerning any self-insurance fund insuring Consultant. At the City's option, a Best's rating or Self-Insurance Fund financial information may be waived.

D. The City reserves the right to modify its insurance requirements with 60 days' notice to Consultant.

SECTION 11: LICENSING. The Consultant shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Consultant performs any work without obtaining, or contrary to, permits and licenses, Consultant shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements or fees beyond its control.

SECTION 12: PERFORMANCE OF WORK/RESPONSIBILITIES. For each task, the Consultant will be issued a task order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Consultant shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Consultant shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of work and responsibilities hereto are outlined and made a part hereof in the Task Order attached.

SECTION 13: TERMINATION FOR DEFAULT. The Contract will remain in force for the full period specified and until the City's Public Services Director or his designee determines that all requirements and conditions have been satisfactorily met and the City's Public Services Director or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City's Public Services Director will have the right to terminate this Contract sooner if the Consultant has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City's Public Services Director decides to terminate this Contract for the Consultant's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City's Public Services Director will give the Consultant five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Consultant cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City's Public Services Director.

Upon Contract termination for the Consultant's failure to provide satisfactory contract performance, the Consultant will be entitled to receive compensation for Contract service satisfactorily performed by the Consultant and allocable to the Contract and accepted by the City's Public Services Director or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Consultant in the event the City's Public Services Director terminates the Contract.

Except as otherwise directed by the City's Public Services Director, in the case of termination for default (in which event the Consultant may be entitled to cure, at the option of the City's Public Services Director), the Consultant shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to be a termination for convenience.*

SECTION 14: TERMINATION FOR CONVENIENCE. The performance of work under this Contract may be terminated by the City's Public Services Director in whole or in part whenever the City's Public Services Director, in his discretion, determines that the termination is in the City's best interest. Any such termination shall be effected by the City's Public Services Director giving at least five (5) days' notice to the Consultant, specifying the extent to which performance of the work under this Contract is terminated and the date upon which termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Consultant shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

SECTION 15: GOVERNING LAW. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

SECTION 16: ATTORNEY'S FEES. In any dispute relating to this Contract, each party shall be responsible for their respective attorney's fees and costs.

SECTION 17: SUCCESSORS AND ASSIGNS. The City and Consultant bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor

Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 18: PUBLIC RECORDS.

Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. **If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant's duty to provide public records relating to this Agreement, Consultant shall contact the Custodian of Public Records at:**

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Consultant in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Consultant failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not

limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

SECTION 19: EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument.

C. This is a nonexclusive contract. The City has the right to enter into contracts with other consultants for the providing of planning consulting services.

SECTION 20: INDEMNIFICATION OF THE CITY.

A. Consultant shall indemnify and hold the City, its officers and employees, harmless from and against any losses, damages, costs, and liabilities, including attorney's fees (including regulatory and appellate fees), or causes of action of whatsoever kind or nature, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, which arise out of or are related to or in any way connected with this Agreement, but only to the extent caused by negligent act, error, or omission of Consultant, its agents, servants, or employees in the performance of services under this Agreement.

B. The Consultant shall indemnify and hold harmless the City against all liens and claims of mechanics and materialmen furnishing labor and materials arising out of the performance of Consultant's professional services.

SECTION 21: INDEPENDENT CONTRACTOR. Neither the City nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants, or employees of the City. It is understood and agreed that Consultant is, and shall at all times remain, as to the City, a wholly independent contractor and that Consultant's obligations to the City are solely as prescribed by this Agreement.

SECTION 22: CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Contract. In the event of an ambiguity or if a question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

SECTION 23: HEADINGS. The headings of sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

SECTION 24: SEVERABILITY. If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected and thereby each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

SECTION 25: SOVEREIGN IMMUNITY. The parties further agree, nothing contained herein is intended nor shall be construed to waiver the City of Crestview's rights and immunities under the Florida Constitution, common law, or Florida Statutes 768.28, as amended from time to time.

SECTION 26: NOTICES. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice.



Consultant Contact: Sal Nodjomian

City Contact: Maryanne Schrader, City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF CRESTVIEW, FLORIDA

ATTEST:

Maryanne Schrader
City Clerk

By: _____
JB Whitten
Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Holloway
City Attorney

By: _____
Sal Nodjomian

Date: 19 MAY 2022

STATE OF FLORIDA
COUNTY OF OKALOOSA

Acknowledged and subscribed before me the undersigned notary on
May 19, 2022, by Sal Nodjomian, the CEO (insert title) of
Matrix Design Group, with legal corporate authority, and who is known to me or has
produced identification of: _____

Notary Public





CITY OF CRESTVIEW

TASK ORDER ____

This task order amendment is issued pursuant to _____ dated _____, 2022 between _____ ("____") and The City of Crestview, Florida ("CLIENT") for services performed for the CLIENT on a Task Order basis.

ARTICLE A: PURPOSE

Introduction

ARTICLE B: SCOPE OF WORK

Task 1

Task 2

Assumptions

ARTICLE C: COMPENSATION PROVISIONS

ARTICLE D: PERIOD OF SERVICE

ARTICLE E: AUTHORIZED REPRESENTATIVES

The Authorized Representatives designated below are authorized to act with respect to _____ Task Order ___. Communications between the parties and between _____ subcontractors shall be through the Authorized Representatives:

For the City of Crestview:

Name
Title
Address
Phone
Email

For the Company

Name
Title
Address
Phone
Email

AS 5/6/22

ARTICLE F: AUTHORIZATION

Accepted for Client by

Signature

Name

Title

For the Company

Signature

Name

Title





Staff Report

CITY COUNCIL MEETING DATE: June 13, 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: 6/9/2022
SUBJECT: Selection of Gregg Chapel A.M.E. Church as the sole bidder for the Affordable Housing Concepts

BACKGROUND:

In pursuit of our goal of raising the minimum housing standard within the City, an RFP was developed to accept bids for Affordable Housing Concepts on approximately 1.1 acres of land owned by the City on West Field Avenue and West Bowers Avenue.

DISCUSSION:

Upon the City's request for proposals for these projects, the City received one bid in response. As a result, the bid committee was not required to convene as there were no bids to rank. The application was received from Reverend Cecil Williams with Gregg Chapel A.M.E. Church. You can find the submittal attached to this agenda item. The submittal must still be approved by the City Council. As a result of the approval, staff will draft a contract to provide for the specific terms for this project.

GOALS & OBJECTIVES

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The approval of this item will result in a partnership between the applicant and the City, of which the exact financial impact will be determined via the contract that is drafted.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the submittal and to direct staff to draft the contract.

Attachments

1. Gregg Chapel Proposal_RFP #22_05_04
2. Submittal Letter A.M.E.

"Vineyard Village"

*A Proposal
For The City
of
Crestview Florida*

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Background Information

Gregg Chapel African Methodist Episcopal Church
34 Carson Drive, SE, Ft. Walton Beach Florida 32548
PHONE: 850-243-5925
FAX: 850-243-0036

Gregg Chapel African Methodist Episcopal Church (GCAMEC) has been a vital part of the Okaloosa County since its inception in 1951. The mission of the Church is to minister to the social, spiritual, and physical development of all people.

The vision of the church is to seek out and save the lost, and to serve the needy. GCAMEC takes seriously the part of the mission to “serve the needy.” This project is one additional way to accomplish this vision.

GCAMEC has been reaching out to the homeless populations since its inception, our formal programs for the homeless population began in 1998.

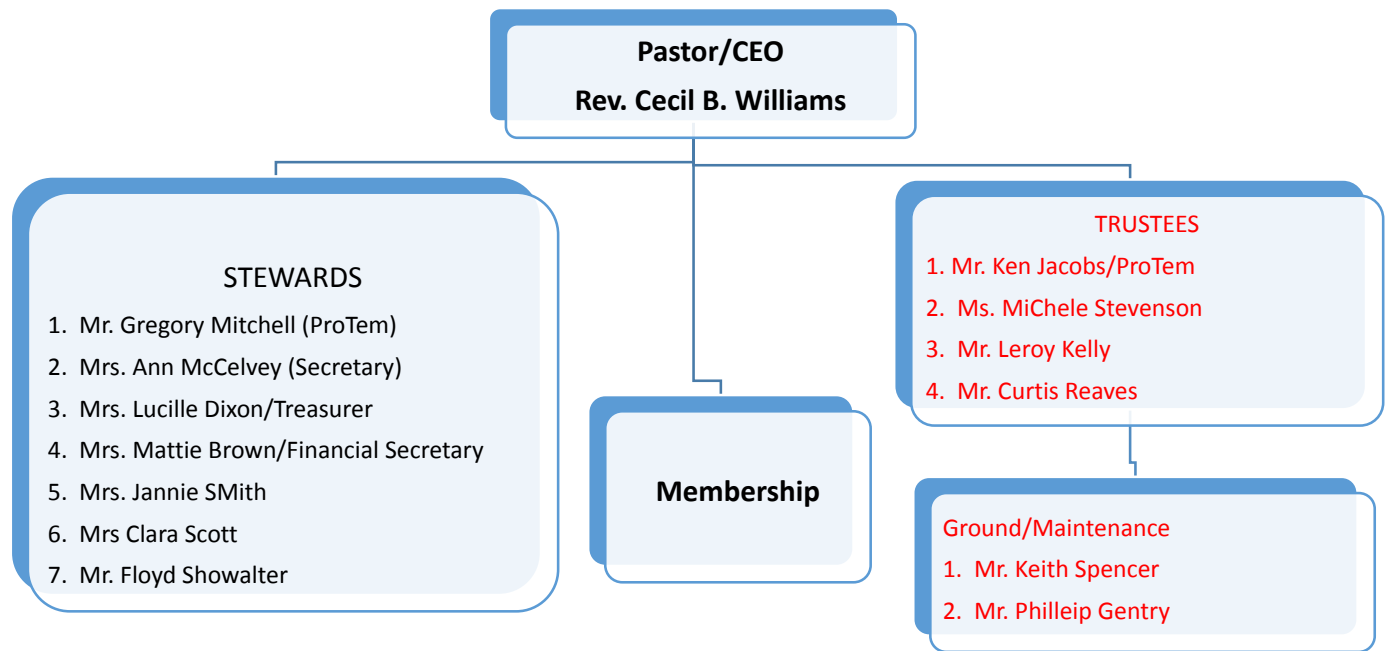
The population being addressed by this project is varied, but includes the following: physically disabled, the working poor, homeless veterans, and persons in imminent danger of homelessness. GCAMEC has supported the homeless service providers by supplying funds, facilities, food and manpower for cold night shelters and housing for homeless transitional families. The church also supplies funds on a requested basis for emergency uses to include: medical supplies, medication, rent, utilities and other items needed for individuals and or families who are homeless or on the brink of homelessness. The church has served as a cold night shelter on Tuesday nights when the temperature reached 40 degrees or below. In addition to a hot meal, we provided shelter and a hot breakfast in the morning of their

departure. We attempt to provide assistance with homeless prevention and alleviation by providing funds if requested. We designed this process to address the very specific needs of individuals and we collect the requested information through their Assistance Request form. We personally speak with property owners to verify the circumstances and request verification of rents/mortgage amounts be provided. We speak with utility customer service representatives and provide funding directly to the companies. We have paid rent and deposits for individuals in need and do not have a dollar amount limit on the services provided. We attempt to meet the person at their need.

GCAMEC collaborates with various organizations that have the same common goal of eliminating homelessness. We collaborate with other organizations such as Continuum of Care, United Way (Charity Tracker), Coalition on the Homeless, Feeding America, Opportunity Place, Catholic Charities, Water Front Mission, and Sharing and Caring of Fort Walton Beach. Each of these organizations provides vital information about new initiatives/programs/agencies that have been developed or organized to assist in the fight against poverty and homelessness. These community systems address the critical problem of homelessness through a coordinated community-based process of identifying needs and building a system to address those needs. The approach understands that homelessness is not merely by a lack of shelter, but involves a variety of underlying, unmet needs - physical, economic, and social. **GCAMEC has provided the above stated services although no grant funding has ever been received to do so. These services are a critical part of our church's mission statement; as such, church members fund them.** The goal of this project is to increase our current level of support to a needy population by providing low cost homes. Gregg Chapel is "*Continuously Pursuing Perfection for the Coming of Christ*" through numerous active and on-going ministries which

allows us to be a blessing to others. This project will increase our current level of support by providing low cost housing . GCAMEC is excited about this potential partnership in a joint effort to alleviate and eventually eliminate homelessness.

EMPLOYMENT PROFILE



“Trustees” manage all the temporal concerns of the church. They maintain and secure all the real and personal property of the church. They shall make improvements upon the property or real estate when authorized to do so by a majority of legal members of the church. They shall guard the church, parsonages, schools and any other property obtained by the local church.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Not For Profit Corporation

GREGG CHAPEL AFRICAN METHODIST EPISCOPAL CHURCH, INC.

Filing Information

Document Number N03107
FEI/EIN Number 59-2618155
Date Filed 05/16/1984
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 01/11/1991

Principal Address

34 CARSON DR SE
 FORT WALTON BEACH, FL 32548

Changed: 04/17/2010

Mailing Address

P.O.BOX 1779
 FORT WALTON BEACH, FL 32549

Changed: 04/27/1999

Registered Agent Name & Address

WILLIAMS, CECIL B
 3 MEADOWS CIRCLE
 FORT WALTON BEACH, FL 32548

Name Changed: 04/11/2008

Address Changed: 04/11/2008

Officer/Director Detail

Name & Address

Title D

MCCELVY, ANNIE G
 610 MANOR CT, NW
 FORT WALTON BEACH, FL 32547

Title D

BROWN, MATTIE
31 W AUDREY DR
FORT WALTON BEACH, FL 32548

Title Director

Smith, Jannie V
949 Pocahontas Drive
Fort Walton Beach, FL 32547

Title Director

Scott, Clara E
317 Briarwood Circle
Fort Walton Beach, FL 32548

Title Director

Hogan, Estell J
513 Mooney Road
Fort Walton Beach, FL 32547

Title Director

Mitchell, Gregory, Sr.
179 Miramar Street
Mary Esther, FL 32569

Title Director

Kelley, Leroy, Jr.
708 Scott Street
Fort Walton Beach, FL 32547

Title Director

Jacobs, Kenneth B, Sr.
19 11th Street
Shalimar, FL 32579

Title Director

Stevenson, MiChele
2805 Red Plum Ct
Shalimar, FL 32579

Title Director

Scott, Aron, Sr.

317 Briarwood Circle
Fort Walton Beach, FL 32548

Title Director

Showalter, Floyd W, Sr.
3148 Calle De Ciervo
Navarre, FL 32566

Title Director

Dixon, Lucille S
4768 Ambition Dr.
Milton, FL 32570

Title Director

Reaves, Curtis
20 Windham Avenue
Fort Walton Beach, FL 32548

Annual Reports

Report Year	Filed Date
2020	06/25/2020
2021	04/20/2021
2022	04/07/2022

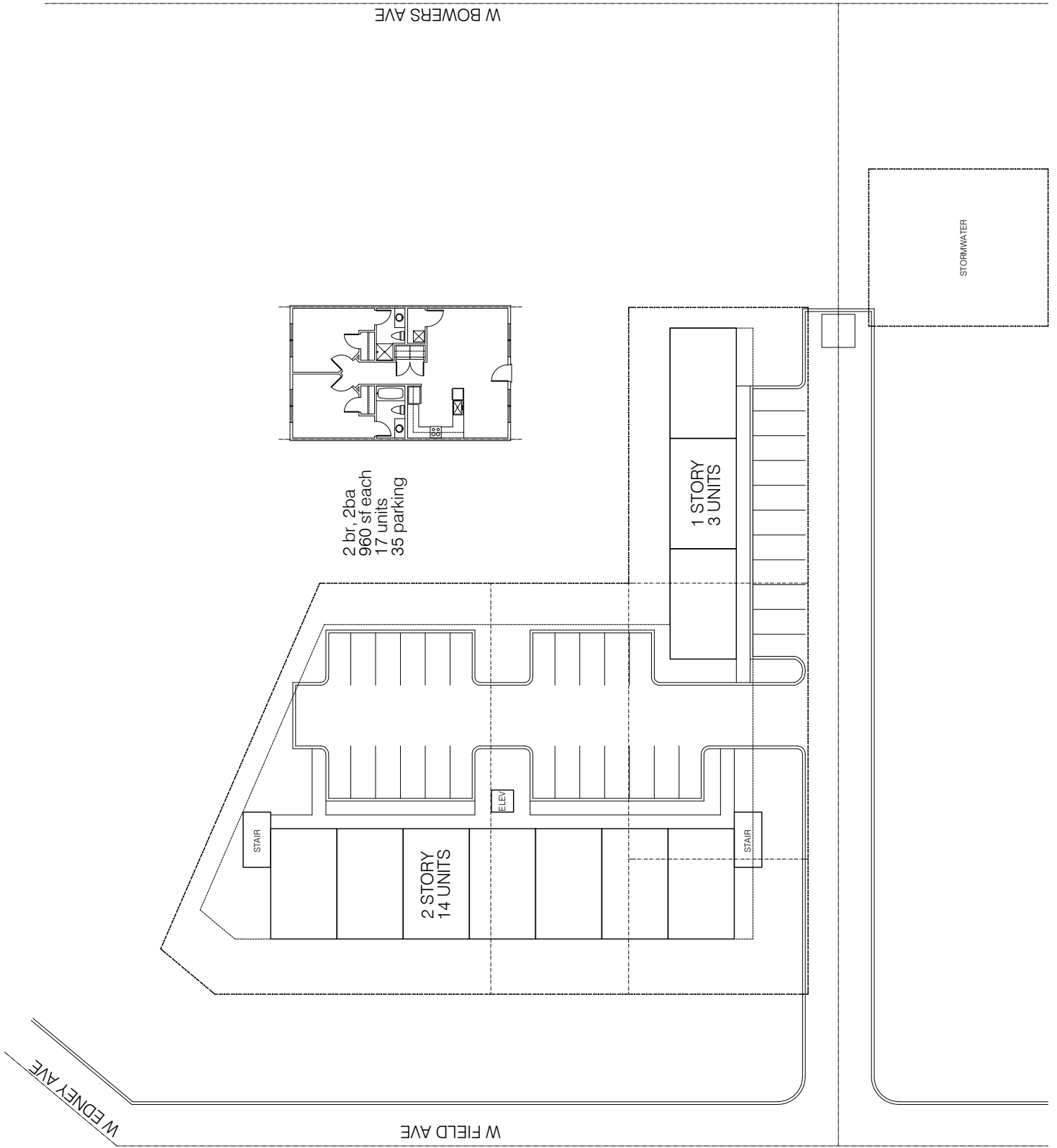
EXECUTIVE SUMMARY

Gregg Chapel understands and agrees with the terms and conditions of RFP NO. 22-05-04, Proposal For Affordable Housing Development Concepts. We also certify that the information in this proposal are true and accurate to be the best of our knowledge. Our plan for this project is as follows:

The project (Vineyard Village) will border West Field Ave and West Bowers Avenue. It will consist of (1) two-story facility with 14 each apartments and a one story building consisting of 3 units for a total of 17 units, based upon the area available and the requirements for parking per each unit. The two-story building will have an elevator and have units designed for handicap individuals on the first floor.

Each apartment will be approximately 960 sq ft. consisting of two bedrooms and 2 baths. Each unit will have 2 available parking spots. The project will meet all zoning requirements for the proposed 17-unit facility.

The reason this project should be awarded to Gregg Chapel is due to our past performance of keeping our rental cost over the years for our present apartments under \$600.00 per month. Our administrative fees are lower than the regular developer and we are not in the business for profit but strictly ministry. ***Our plan is to work with the city to keep the unit monthly rent at an affordable rate (at or under) \$900.00 per month.*** We believe this is possible. We will select our building contractor for this project based upon their considerations for those in need and willing to give back.



EXPERTISE & ACCOMPLISHED PROJECTS

Program Management is the major expertise of the trustee board. A careful and micro approach to project completion/ problem solving has been our greatest strong point. Major technical areas are subcontracted to others with the necessary expertise needed.

Gregg Chapel began its work in the area of housing in 1989 when the church purchased lots 8, 9 and 10, Block 8, and the Oakridge Addition, 118 McGriff Street, Fort Walton Beach.

Phase I, of the renovation project began that consisted of five two-bedroom apartment units that were renovated from 2 old military housing barracks. The 2 units were moved to the prepared slabs and remodeling began. These 5 units bordered the home that was at 118 McGriff therefore the entire project was named the McGriff St. Project. The 5 apartments today rent for \$575.00 and the 3-bedroom home still rents for \$650.00.



The house and apartments were completely renovated and served as the parsonage for the pastor and his family for a couple of years, while the 5 units were put up for rent immediately. All of this was done through a grant received through the State Housing Initiatives Partnership (SHIP).

In June 1999, additional properties at 60 Mallard and 10 Nicholson were purchased and immediately put on the market for low to moderate income families. In 2004 another SHIP grant was awarded to Gregg Chapel which allowed the church to secure a contractor to renovate the 2 homes completely.

In 2009, when the housing authority began to move people out of the low rent housing on Church Street directly behind Gregg Chapel, the church partnered with the city to move 2 of the handicapped individuals into the McGriff St. units. Gregg Chapel secured another SHIP grant to remodel 2 units, making them wheelchair accessible in every way. The units were completely tiled, doors widened, sinks changed out and the showers were remodeled so that wheelchairs could go into the shower stalls. All of this was accomplished to aide these 2 individuals who could not find a place to live. The church secured approval from the housing authority to move the individuals and kept their rent at the rate they were presently paying.

In 2010, the church secured another grant to help buy a home at 24 Comet St. SE, Ft. Walton Beach. The grant was for \$75,000.00 and Gregg Chapel paid out of pocket another \$30,000.00 to complete the deal. The membership wanted to help one of our own young families to become a homeowner and sold the home to one of their own for only \$30,000.00 with a 3% interest for 10 years. The payments were under \$300.00 per month and today Ms. Pamela McCelvy is a proud homeowner, debt free!

In 2017, Gregg Chapel began the "House of Valor." The project began with the demolition of the 2 homes at Mallard & Nicholson and then getting the city to combine the 2 lots into 1.

The church secured a partnership from Gulf Power to donate \$50K for architectural work, exterior trees, new fencing, landscaping and sprinkler systems and furniture. Another grant was secured from SHIP for \$250K and finally a loan from First National for \$400K was secured by the church to develop Okaloosa County's first living facility for homeless veterans.

The project was completely managed from cradle to completion by our present team of Trustees with oversight from the Pastor. This team is still in place and we do not anticipate any changes in the near future. A request for proposal was issued for the 6 units and a contractor was selected that met the price and timeline requirements. Progress payments were given utilizing the grant monies first then funds were distributed from the loan. The City of Ft. Walton Beach inspected the project throughout the entire life of construction.

These units rent today for \$550.00 each.



All units are under a property manager (Progressive Management) but lawn care and building restoration is accomplished by our in-house staff.

PROJECT MANAGEMNT TEAM

Rev. Cecil B. Williams: Rev. Williams, pastor of Gregg Chapel African Episcopal Church, has 35+ years managerial experience. His background covers a wide variety of management experiences from manufacturing engineering, program management to personnel management. He is responsible for the day to day activities of all the ministries of the church and the pro-tem of the Florida Conference board of trustees. He graduated from Talladega College in 1984 with a Bachelor of Arts degree in Business and from Troy State University in 1991 with a Master of Science in Management and again in 1995 with a Master In Public Administration.

Role: Director for Gregg Chapel's housing ministry, he will oversee the entire grant application/process and the entire construction project.

MiChele Stevenson: Grants Project Manager, she earned a degree in Business Management from the University of West Florida and a Master's degree in Public Administration. MiChele has over 20 years experience in Contract Management and Government Acquisition. She previously worked for the State of Florida in the Children and Family Services area as an intake counselor and case manager and for the State of Arizona as a Vocational Rehabilitation Counselor.

Role: Ms. Stevenson has assisted in the Homeless Housing Assistance Grant application preparation and project development. She will continue to act as liaison throughout the application process for Gregg Chapel. She previously prepared the successfully grant for which the Church received funds for their Homeless ministry.

(Century 21 Blue Marlin Pelican)

Blue Marlin Realty Group was established by Jerry Sullivan in 2009. The company strives on community involvement and giving back. Jerry founded Blue Marlin Charities, which has given over \$300,000 to local charity groups. CENTURY 21 Blue Marlin Pelican continues to expand throughout the community. They are members of the Crestview Main Street association as well as the Crestview Chamber of Commerces. Their long term property

manager is Marno Wilson. Marno has over 20 years in the property management industry and has been a licensed Realtor since 2000. Marno brings a strong work ethic and is happy to meet the needs of owners and tenants with both hospitality and efficiency. They have experience working with the Okaloosa County Housing Authority and Veterans Relocation and placement groups.

Role: Property administrator, they will perform all professional property management duties such as: screening, rent collection and lease agreements and repairs as agreed upon with Gregg Chapel Trustee Board.

Ann G. McCelvy: Ms. McCelvy's background with Gregg Chapel dates back over 20 years. She earned a degree in Business Science from Florida A&M University in 1975. Ann is a full time employee, skilled in Microsoft XP Professional, and Quick Books pro.

Role: As the executive assistant to the Pastor, Ann will maintain the administrative matters with perfection.

Dozier Thomas: President and CEO, D'Bruce Enterprises Inc., Over 23 years experience as a Project/Construction Manager. Presently working at Eglin AFB, Nuclear Warfare Center, Civil Engineer. BS, North Carolina A & T.

Role: Construction Consultant

Jason Floyd/JDF Architecture : JDF is a Fort Walton Beach, Florida based architectural limited liability company owned and operated by **native architect** Jason D Floyd, AIA. He has built his company based on creating long term client relationships and producing impactful projects. With over 20 years of experience in the Southeast, Jason has completed an assortment of project types ranging from educational, governmental, commercial, retail, restaurant, aviation, entertainment venues and custom residences. Our philosophy is providing experiences that impact communities. JDF Architecture strives to produce a creative solution for clients and an inspiration to those who experience it. JDF Architecture offers architectural

services ranging from architectural design, master planning, facility programming, existing conditions survey, new construction, renovations and additions. They have provided services to various entities including county and municipal governing authorities, private developers, corporations and home owners.

Role: Architectural & Construction Consultant

Richard H. Powell/Attorney: 1985-Current, President of Richard H. Powell & Associates. General Practice of law including real estate, corporate formation & governance, commercial litigation. 1968 BSBA Accounting, Auburn University. 1971 Juris Doctor with Honors, University of Florida

Role: Legal Advisor

Michelle Anchors is one of the Emerald Coast's preeminent attorneys. A graduate of Vanderbilt University (B.A. 1987) and the University of Florida College of Law (J.D. 1991), Michelle provides counsel for many businesses, condominiums, and homeowners associations throughout Northwest Florida. Michelle is certified by the Supreme Court of Florida as a Circuit Court Mediator and as a Qualified Arbitrator.

Michelle's depth of government and administrative knowledge allow her to match the needs of her private sector clients with the most efficient and effective solutions. After graduating from law school, Michelle served as a law clerk to Justice Parker Lee McDonald of the Florida Supreme Court. She subsequently served as Deputy General Counsel to former Governor Lawton Chiles and was a member of his staff when he served in the United States Senate. Michelle was appointed by Senate President Galvano to serve on the Florida Commission on Ethics, and has previously served as its Chair.

Role: Legal Advisor

Construction Contractor: TBD



May 13, 2022

Gregg Chapel AME Church, Inc.

RE: Financial Reference Letter

To Whom It May Concern:

Gregg Chapel AME Church Inc., has been a top preferred client of FNBT Bank, dating back to 1999. FNBT Bank has had the privilege of assisting Gregg Chapel AME Church, Inc. with their banking needs for over 23 years. Gregg Chapel AME Church has favored FNBT Bank with excellent deposit accounts, with averages that consistently exceed in the 6 figures.

Gregg Chapel AME Church, Inc., has also maintained an outstanding loan relationship with FNBT Bank over the years to include active Lines of Credits, as well as the successful construction project known as "The House of Valor".

FNBT Bank is honored to have played a small role in the success of Gregg Chapel AME Church, Inc. and wish them well for many more successful years.

Please do not hesitate to contact me at any time should you have any questions or if I may be of assistance. My cell number is 850-598-3020, my office line is 850-796-2000 ext. 2506 and my email address is joshuac@fnbt.com should you wish to send an email.

Sincerely,



Josh Cragin
Commercial Lending Officer
FNBT Bank

FNBT BANK

Post Office Drawer 1327 Fort Walton Beach, Florida 32549-1327

EQUAL HOUSING LENDER

850.796.2000

MEMBER FDIC

17



Florida House of Representatives
Representative Patt Maney
District 4

Tim Bolduc, City Manager
City of Crestview
198 North Wilson Street
Crestview, FL 32536

RE: Affordable Housing Partnership, Gregg Chapel AME Church

Dear Mr. Bolduc;

I read in the newspaper that Crestview planned to address the need for affordable housing via a partnership to build and manage a new project. I write to as the City to consider and select Gregg Chapel AME Church as the City's affordable housing development partner. I applaud the City's initiative as this issue is critical for many of our own residents and also to the support of economic development in that many lower ranking enlisted military members have a difficult time finding affordable housing and the lack of affordable housing adversely impacts the decision of prospective students to attend the FAMU pharmacy students to study in Crestview. (I was surprised to learn FAMU Pharmacy's satellite campus in Crestview is not supported by a continuing appropriation but rather by an annual appropriation. I plan to organize a meeting of FAMU officials, city and county public officials, Chamber officers and community stakeholders to seek support for increased programs as well as stability for the university.)

Years ago, I was honored to attend the opening of the Nathaniel Smith House of Valor in Fort Walton Beach. It consists of six units to provide housing for homeless veterans. The project was developed and managed by a partnership of Gregg Chapel and numerous local community groups like Third Chance, Inc and 90 Works and the City of FT Walton Beach. Gregg Chapel continues to manage it today. I understand it remains a solvent, non-profit project. I am not an engineer but did graduate from the Army's Engineer Officer Advanced Course. It is a fine project and example of what an innovative community can do to address seemingly intractable challenges whilst keeping rents low for occupants but sufficient to pay its expenses.

Gregg Chapel has contributed in many ways to addressing many community projects including One Hopeful Place, Soundside Apartments and of course the House of Valor. Through their community outreach and dedication to community projects, Gregg Chapel has helped many homeless and low-income individuals and families achieve stable housing in Southern Okaloosa County. I believe Gregg Chapel and REV Cecil Williams have the community partnership-building experience, the construction experience and the business to develop and manage affordable housing in Crestview.

Respectfully,

A handwritten signature in blue ink, appearing to read "Patt Maney", with a long horizontal flourish extending to the right.

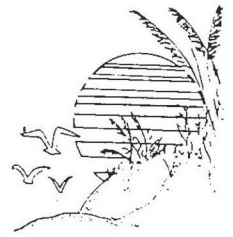
Patt Maney



City of Fort Walton Beach

"The Treasure of the Emerald Coast"

107 Miracle Strip Parkway SW * Fort Walton Beach, FL 32548
(850) 833-9504 * Fax (850) 833-9640



Michael D. Beedie
City Manager
mbeedie@fwb.org

April 7, 2022

Mr. Tim Bolduc
City Manager
City of Crestview
198 North Wilson Street
Crestview, FL 32536

Subject: Letter of Support – Gregg Chapel AME Church & Affordable Housing Partnership

Mr. Bolduc,

On behalf of the City of Fort Walton Beach, I am writing today to express the City's support for Gregg Chapel African Methodist Episcopal (AME) Church to become the City of Crestview's affordable housing development partner.

In Fort Walton Beach, Gregg Chapel developed the Nathaniel Smith House of Valor, which is a six (6) unit, 3,000 square foot living facility that provides housing for homeless veterans. Gregg Chapel managed the successful development through numerous partnerships, including the City of Fort Walton Beach, Third Chance, Inc., and 90Works.

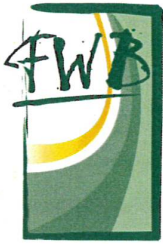
For many years, Gregg Chapel and Reverend Cecil Williams have been great partners with the City of Fort Walton Beach through their community outreach and dedication to community projects such as One Hopeful Place, Sound Side Apartments, the House of Valor, etc. that have helped hundreds of homeless and low-income individuals and families achieve housing in the area.

I believe Gregg Chapel can bring the same success to the City of Crestview in developing affordable housing in the north end of Okaloosa County.

If you have any questions or require additional information, please feel free to contact me at (850) 833-9612 or mbeedie@fwb.org.

Sincerely,

Michael D. Beedie, P.E., ICMA-CM
City Manager



GREATER FORT WALTON BEACH CHAMBER OF COMMERCE

34 Miracle Strip Parkway, S.E.
Fort Walton Beach, FL 32548
Office: 850-244-8191 • Fax: 850-244-1935
www.fwbchamber.com

Daniel "Gus" Gusoff
2022 Chair of the Board
Emerald Coast
Harley-Davidson

Maureen Bierman
2023 Chair-Elect
Step One
Automotive Group

Heather Ruiz
Immediate Past Chair
Bit-Wizards

Stephen Perkins
Treasurer
Warren Averett, LLC

Melissa Allegretto
Executive Committee
ERA American Real Estate

Nic Dezinski
Executive Committee
Vertex Solutions

Vince Mayfield
Executive Committee
Bit-Wizards

Jared Williams
Executive Committee
Get The Coast

2022 Board of Directors:

Melissa Allegretto
C LeDon Anchors*
Bonnie Barlow
Jessy Bautista
Capt. Grady Carpenter
Shantelle Deddicke
Robin Donlon
Elizabeth Eulberg
Teresa Halverson
Jackie Hubbell
Kathy Houchins*
Todd Jackson
Lino Maldonado
Trisha Marks
Bruce Marshall*
Brooke McLean
Tiffany Merrell
Kari Painter
Shervin Rassa
Dr. Devin Stephenson
Jami Searle
Heather Seely-Perez
Jared Williams
Jeanne Rief*
Joyce Sanders*
Lisa Jo Spencer*
*Life Director

Mr. Tim Bolduc
City Manager
City of Crestview
198 North Wilson Street
Crestview, FL 32536

Subject: Letter of Support – Gregg Chapel AME Church & Affordable Housing Partnership

Mr. Bolduc, *Tim*

On behalf of the Greater Fort Walton Beach Chamber of Commerce, I am writing today to express our support for Gregg Chapel African Methodist Episcopal (AME) Church to become the City of Crestview's affordable housing development partner.

As you are well aware, our Chamber has been rallying assistance for those down on the luck for many years—and, Tim, we have ALWAYS appreciated your personal assistance.

When we were creating our Community Solutions of the Emerald Coast steering committee/Board of Directors, Rev. Cecil Williams was the ONLY Church group leader we asked to serve with us. He understands all aspects of homelessness and affordable housing thru his leadership of Gregg Chapel Church, AND his position at Eglin Air Force Base.

As a LONG time community servant, he knows all the elected officials in Okaloosa County, all Military leadership and is a highly respected advocate for EVERYTHING positive in Okaloosa County.

I have also enjoyed working with Cecil as he is efficient, professional, on time, and does not cut corners. He knows how to do things right.

As you begin another incredibly great project on moving the City of Crestview forward, I believe Gregg Chapel can assist YOU and your Council/Staff, in developing affordable housing in the north end of Okaloosa County.

If you have any questions or require additional information, please feel free to contact me at (850) 244-8191.

Sincerely,

Ted Corcoran
President/CEO

2022 Community Partners





April 13, 2022

Mr. Tim Bolduc
City Manager
City of Crestview
198 North Wilson Street
Crestview, FL 32536

Subject: Letter of Support – Gregg Chapel AME Church & Affordable Housing Partnership

Mr. Bolduc:

On behalf of Florida Power & Light Company (FPL), I want to express our support for Gregg Chapel African Methodist Episcopal (AME) Church to become the City of Crestview's affordable housing development partner.

Several years ago, Gregg Chapel AME developed the Nathaniel Smith House of Valor in Fort Walton Beach, which provides housing for homeless veterans. FPL, formerly known as Gulf Power, was proud to support this project. In addition, Gregg Chapel AME has been very active in the community for decades, and we previously awarded the organization's Third Chance nonprofit with a Power of Service award.

As you know, affordable housing is a critical issue facing many of our communities, and I believe Gregg Chapel AME can successfully develop affordable housing for the City of Crestview.

If you have any questions or require additional information, please feel free to contact me at (850) 244-4721 or Bernard.Johnson@FPL.com.

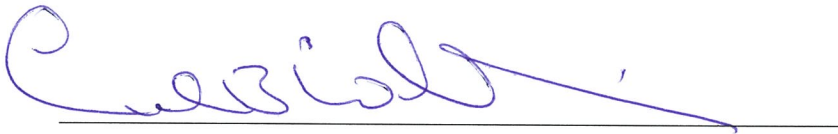
Sincerely,

A handwritten signature in blue ink, which appears to read 'Bernard H. Johnson Jr.', is positioned above the printed name.

Bernard H. Johnson Jr
Senior External Affairs Manager

ADDITIONAL INFORMATION

1. Gregg Chapel AME Church is willing to submit to a financial review.
2. There are no investigative, disciplinary or enforcement actions pending against Gregg Chapel AME Church.
3. Gregg Chapel AME Church is willing to maintain Insurance based on the requirements of this RFP, Section 15.
4. Gregg chapel AME Church accepts the terms and conditions of the RFP, Section 16.
5. Gregg Chapel AME Church agrees to the "Firm Proposal Terms" as set forth in this RFP, Section 19.



Rev. Cecil B. Williams, Pastor
Gregg Chapel AME Church
Ft. Walton Beach, Fl. 32548
850-243-5925

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. 22-05-04-PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other organization or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other organization.
4. No attempt has been made or will be made by (Name of Organization) to induce any other organization to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Organization) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,


Name and Title
Cecil B. Williams

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____

(RFP) No. 22-05-04

2. This sworn statement is submitted by Gregg Chapel AME Church

_____ whose business address is 34 Carson Dr. SE

Ft. Walton Bch, FL 32548 and (if applicable) Federal Employer Identification Number

(FEIN) is 59-2618155 (if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____)

3. My name is and my relationship to the entity named above is _____

Rev. Cecil B. Williams / Pastor

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 (please attach a copy of the final order).

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list (please attach a copy of the final order).

☐ The person or affiliate has not been placed on the convicted vendor list (please describe any action taken by, or pending with, the Department of General Services).

Cecil Williams

(Signature)

Date: 24 May 2022

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 24th day of May 2022, by Cecil Williams who is personally known to me or has produced FLDL # W452-102-61-345-0 as identification.

Annie G. McCelvy
Notary Public

My Commission expires: 5/12/2025



Annie G. McCelvy
Notary Public
State of Florida
Comm# HH129400
Expires 5/12/2025

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS

DRUG-FREE WORKPLACE CERTIFICATION

The below signed bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this organization complies fully with the above drug-free workplace requirements.

COMPANY: Gregg Chapel AME Church
ADDRESS: 34 Carson Drive SE
CITY: Ft. Walton Bch STATE: FL ZIP CODE: 32548

TELEPHONE NUMBER: 850-243 5925
SIGNATURE: Cecil B. Williams DATE: 24 May 22
NAME (TYPED OR PRINTED): Cecil B. Williams
TITLE: Pastor

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Gregg Chapel AME Church
Company Name

34 Carson Dr., SE
Physical Address

34 Carson Dr., SE
Mailing Address

850-243-5925
Phone Number

850-685-3682
Cellular Number

revwms@greggchapel.org
Email address


Authorized Signature

Cecil B. Williams
Name (printed)

Pastor
Title

850-243-0036
Fax Number

850-685-3682
After-Hours Number(s)

24 May 22
Date

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO ✓

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO ✓

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO ✓

If YES, please describe:

ORGANIZATION NAME: Gregg Chapel AME Church

BY (PRINTED): Cecil B Williams

BY (SIGNATURE): Cecil B Williams

TITLE: Pastor

ADDRESS: 34 Carson Drive, SE

Ft. Walton Bch, FL 32548

PHONE: 850-243-5925

E-MAIL: revlms@greggchapel.org

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 22-05-04
PROPOSAL FOR AFFORDABLE HOUSING CONCEPTS**

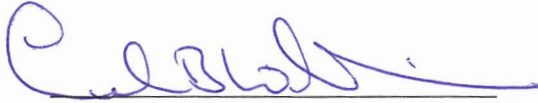
PUBLIC ACCESS FORM

Gregg Chapel, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency, and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If proposer has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:

City Clerk, City of Crestview
198 Wilson Street N
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

A handwritten signature in blue ink, appearing to read "Cecil B. Williams", written over a horizontal line.

Signature

Cecil B. Williams

Gregg Chapel A.M.E. Church

P.O. Box 1779 • 34 Carson Drive • Fort Walton Beach, FL 32549

Ph: 850-243-5925 • Fax: 850-243-0036

Rev. Cecil Williams, Pastor

"Continuously pursuing perfection for the coming of Christ"



15 May 2022

Maryanne Schrader
City Clerk, City of Crestview
PO Box 1209/198 Wilson St. N.
Crestview, Florida 32536

Dear Ms. Schrader,

The attached addresses the items required that are contained in your Request For Proposal (RFP) No. 22-05-04, proposal For Affordable Housing Concepts. The information provides the details for a Gregg Chapel directed project to construct 17 each, 2 bedroom - 2 bath units apartments for low to moderate income families.

Our team will facilitate the construction, rental through our property managers and daily upkeep of grounds and buildings to meet the negotiated intent of the City of Crestview to provide affordable housing.

Please contact Rev. Cecil B. Williams @ 850-243-5925 or 850-685-3682 for questions or required additional information.

Humbly Submitted,

Rev. Cecil B. Williams
revwms@greggchapel.org

Enclosure:

A Ministry of the A.M.E. Church

Email: revwms@greggchapel.org



Staff Report

CITY COUNCIL MEETING DATE: June 13, 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: 6/9/2022
SUBJECT: Sidewalk Fund Proposal

BACKGROUND:

In 2021, the City adopted a new land development code that included many changes and updates versus the old land development code that we had been operating under. Included in these changes were updated requirements for developers to install sidewalks during development.

DISCUSSION:

Since implementing the new code, and reviewing a number of projects, it has been made evident that in some cases, the inclusion of sidewalks within the right-of-way abutting a development allows the development to tie into an existing sidewalk network. In other cases, this requirement causes developers to build sidewalks in areas where no sidewalks currently exist, causing the construction of sidewalks that serve little current purpose. The original intent of the code being written this way was for sidewalk networks to be generated over time as development occurred, to connect the developments as they occur.

Staff has since discussed the original intent of the code in relation to the results seen in its implementation and have determined that it would be more effective and more efficient to provide an additional option for developers. This additional option would be for developers to pay into a City sidewalk fund where the construction of sidewalks within the right-of-way is not currently feasible, functional, or logical. The cost required would be determined based on the current cost-per-foot of sidewalk construction, per our Public Services department. The expenditures will be accounted for through the Capital Improvements Fund (CIP) and will allow the City to install sidewalks in locations that broaden and improve the existing sidewalk network, connecting new and existing developments in a way that is more cohesive and less piecemeal.

Upon your approval, staff will begin utilizing this fund as an option in the development process, and proceed with including the Land Development Code amendment to provide for the option to pay into the fund at the earliest possible time, projected to be at the August meetings.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The approval of this item will result in the creation of a sidewalk fund that can be contributed to by developers, allowing the City to pursue sidewalk and mobility related projects with less financial impact.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the creation and implementation of the sidewalk fund.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 13, 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: 6/9/2022
SUBJECT: Reminder: Financial Disclosure Form 1 is due to the Supervisor of Elections by July 1, 2022.

BACKGROUND:

In May 2022, the office of Paul Lux, Supervisor of Elections, mailed out Form 1 with instructions to return the signed and dated form to his office.

DISCUSSION:

Please ensure you file the Form 1 for each Board that you are either elected or appointed to serve.

GOALS & OBJECTIVES

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

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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

If the annual disclosure form is not submitted by September 1, 2022, an automatic fine of \$25 is assessed for each day the form is not received.

RECOMMENDED ACTION

Please file Form 1 by July 1, 2022, as requested.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 13, 2022

TYPE OF AGENDA ITEM: City Manager

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager, Gina Toussaint, Finance Director
DATE: 6/9/2022
SUBJECT: Finance Update

BACKGROUND:

Financial Report per Charter

DISCUSSION:

Attached are the Unaudited Schedules of Revenues & Expenditures for the month and year to date ending April 30, 2022. During our review of the Schedule of Revenues & Expenditures, certain variations were noted for which explanations have been provided with the corresponding fund financial statement.

Please note that most funds include a budget amount in a revenue account titled "Other Sources". This includes cash carryforward from the previous year. Therefore, the percent of budget will typically reflect a low percentage

GOALS & OBJECTIVES

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

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

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Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The attached provides unaudited revenue and expenditure information at April 30, 2022.

RECOMMENDED ACTION

No recommended action at this time.

Attachments

1. Monthly Financial Report Month Ended April 2022



CITY OF CRESTVIEW, FLORIDA
MONTHLY FINANCIAL REPORT

April 30, 2022



CITY OF CRESTVIEW
Monthly Financial Report
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April 30, 2022

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GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
April 30, 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	\$ 561,086	\$ 11,640,986	86.59%
Permits, Fees, Special Assessments	1,545,500	1,545,500	160,609	1,178,396	76.25%
Intergovernmental Revenue	7,477,532	7,477,532	533,475	4,258,618	56.95%
Charges for Services	240,500	247,500	30,186	228,232	92.21%
Judgments, Fines & Forfeites	310,000	310,000	37,400	186,336	60.11%
Miscellaneous Revenues	251,300	251,300	16,342	235,829	93.84%
Other Sources	4,039,890	4,230,085	-	2,575,000	60.87%
Total Revenues	\$ 27,309,208	\$ 27,506,403	\$ 1,339,098	\$ 20,303,397	73.81%
Expenditures					
Mayor	\$ 107,309	\$ 103,410	\$ 6,516	\$ 65,126	62.98%
City Clerk	164,753	177,353	16,496	105,524	59.50%
General & Administrative*	2,933,746	2,916,045	48,152	887,923	30.45%
Administration:					
City Manager	296,045	296,045	26,051	174,145	58.82%
Human Resources	336,085	336,085	18,403	180,021	53.56%
Information Technology**	698,722	698,722	44,244	308,528	44.16%
Public Information Officer	141,826	142,826	13,949	86,237	60.38%
Finance	592,547	596,547	50,075	304,382	51.02%
Public Works Administration***	339,868	371,868	26,027	120,551	32.42%
Maintenance	311,842	311,842	23,080	190,008	60.93%
Police	6,012,840	6,192,575	421,802	3,174,601	51.26%
Fire	4,820,689	4,819,789	411,804	2,688,773	55.79%
Fire Department - Dispatch	1,096,433	1,097,333	82,244	603,603	55.01%
Recreation & Enrichment Services:					
Administration	203,537	203,537	17,454	111,207	54.64%
Athletics & Recreation****	788,869	818,069	104,472	2,147,497	262.51%
Library	803,352	803,352	60,967	444,206	55.29%
Special Events & Programs	137,825	137,825	9,372	73,073	53.02%
Cultural Services	71,567	70,567	5,650	36,305	51.45%
1/2 Cent Sales Tax*****	2,921,908	2,742,173	-	228,729	8.34%
Streets*****	2,326,968	2,294,968	112,351	1,054,473	45.95%
Animal Control	-	167,995	25,201	42,417	25.25%
Code Enforcement	137,744	137,744	11,942	58,970	42.81%
Planning & Zoning	828,692	833,692	50,350	347,870	41.73%
Building & Facility Maintenance	1,236,041	1,236,041	93,266	588,393	47.60%
Total Expenditures	\$ 27,309,208	\$ 27,506,403	\$ 1,679,868	\$ 14,022,562	50.98%

Note: This report reflects the revenues collected and expended in the month of April and year ending April 30, 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
April 30, 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	\$ 57,404	\$ 434,086	74.92%
Other Sources	163,898	163,898	-	-	0.00%
Total Revenues	\$ 743,328	\$ 743,328	\$ 57,404	\$ 434,086	58.40%
Expenditures					
Personnel Cost*	\$ 453,734	\$ 453,734	\$ 26,644	\$ 172,204	37.95%
Operating Expenses**	289,594	289,594	6,502	41,137	14.21%
Total Expenditures	\$ 743,328	\$ 743,328	\$ 33,146	\$ 213,341	28.70%

Note: This report reflects the revenues collected and expended in the month of April and year ending April 30, 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
April 30, 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	-	1,238	41.26%
Other Sources	994,072	994,072	-	162,395	16.34%
Total Revenues	\$ 1,336,627	\$ 1,336,627	\$ -	\$ 248,819	18.62%
Expenditures					
Contractual Services*	\$ 476,000	\$ 476,000	\$ 3,000	\$ 149,005	31.30%
Operating Supplies	9,650	11,150	213	5,741	51.49%
Advertising	19,500	18,000	-	1,712	9.51%
Dues & Subscriptions**	1,500	1,500	-	1,417	94.47%
Training	1,000	1,000	-	-	0.00%
Improvements	507,977	507,977	-	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	13,142	36,019	12.01%
Total Expenditures	\$ 1,336,627	\$ 1,336,627	\$ 16,355	\$ 198,514	14.85%

Note: This report reflects the revenues collected and expended in the month of April and year ending April 30, 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
April 30, 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	5,000	7,300	0.56%
Physical Environment****	8,812,884	8,812,884	421,058	553,356	6.28%
Transportation****	1,395,400	1,395,400	-	2,076	0.15%
Total Expenditures	\$ 11,667,089	\$ 11,667,089	\$ 426,058	\$ 603,134	5.17%

Note: This report reflects the revenues collected and expended in the month of April and year ending April 30, 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
April 30, 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	\$ 40,400	\$ 731,100	170.02%
Other Financial Assistance**	1,408,271	1,408,271	-	-	0.00%
Charges for Services	8,173,687	8,173,687	640,426	4,677,833	57.23%
Miscellaneous Revenue	20,000	20,000	1,054	10,533	52.66%
Other Sources	777,961	777,961	-	513	0.07%
Total Revenues	\$ 10,809,919	\$ 10,809,919	\$ 681,880	\$ 5,419,979	50.14%
Expenditures					
General & Administrative***	\$ 5,217,175	\$ 5,157,747	\$ 547	\$ 969,312	18.79%
Public Works Administration	747,080	747,080	52,166	344,548	46.12%
Finance - Utility Office	468,829	468,829	37,131	254,700	54.33%
Water****	1,840,149	1,899,577	128,525	1,944,567	102.37%
Sewer	1,322,187	1,322,187	114,192	788,661	59.65%
Wastewater	1,214,499	1,214,499	139,315	797,628	65.68%
Total Expenditures	\$ 10,809,919	\$ 10,809,919	\$ 471,876	\$ 5,099,416	47.17%

Note: This report reflects the revenues collected and expended in the month of April and year ending April 30, 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
April 30, 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	\$ 340,098	\$ 2,357,853	58.95%
Penalties	55,000	55,000	4,811	37,808	68.74%
Franchise Fees	208,000	208,000	22,546	138,953	66.80%
Total Revenues	\$ 4,263,000	\$ 4,263,000	\$ 367,455	\$ 2,534,614	59.46%
Expenditures					
Garbage/Solid Waste	\$ 4,263,000	\$ 4,263,000	\$ 352,576	\$ 2,276,737	53.41%
Total Expenditures	\$ 4,263,000	\$ 4,263,000	\$ 352,576	\$ 2,276,737	53.41%

Note: This report reflects the revenues collected and expended in the month of April and year ending April 30, 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
April 30, 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	\$ 32,210	\$ 231,555	58.61%
Other Financial Assistance	238,162	238,162	-	-	0.00%
Total Revenues	\$ 633,262	\$ 633,262	\$ 32,210	\$ 231,555	36.57%
Expenditures					
Personnel Cost	\$ 291,325	\$ 291,325	\$ 21,483	\$ 123,624	42.44%
Operating Cost*	341,937	341,937	3,712	42,962	12.56%
Total Expenditures	\$ 633,262	\$ 633,262	\$ 25,195	\$ 166,586	26.31%

Note: This report reflects the revenues collected and expended in the month of April and year ending April 30, 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.*