



CITY COUNCIL REGULAR MEETING AGENDA
August 8, 2022
6:00 p.m.
Council Chambers

The Public is invited to view 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 of First Church of God In Christ

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Recognition for years of service

5.2. Girl Scout Troop 1318 - Request to Waiver Rental Fee

6. Consent Agenda

6.1. Head Start Lease Renewal

6.2. Approval of June 27, 2022 City Council minutes

6.3. Shot in Focus Photography Studio Continuing Services Contract

6.4. Employee Benefits Renewal

6.5. Task Order - Vineyard Village Site Design

6.6. Emergency Purchase of Top Tracer Range Net Extension

6.7. Blackwater Lift Station Change Order

6.8. 2022 Street Restriping

6.9. 2022 Sewer Root Control Contract

6.10. Pothole Asphalt Recycler and Hotbox Trailer Replacement

6.11. Change order for the Bush House Renovations

6.12. East/West Connector Agreement - ROW Donation

6.13. Senior Activity Center Facility Use - MOA Renewal - State of Florida Department of Health

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1882 - Export Road Annexation

8.2. Ordinance 1883 - Export Road Comprehensive Plan Amendment

8.3. Ordinance 1884 - Export Road Rezoning

8.4. Ordinance 1885 - Airport Road Annexation

8.5. Ordinance 1886 - Airport Road Comprehensive Plan Amendment

8.6. Ordinance 1887 - Airport Road Rezoning

8.7. Ordinance 1888 - Brookmeade Drive Annexation

8.8. Ordinance 1889 - Brookmeade Drive Comprehensive Plan Amendment

8.9. Ordinance 1890 - Brookmeade Drive Rezoning

8.10. Ordinance 1891 - Land Development Code Amendment

8.11. Ordinance 1892 - Chapter 2, Article III - Nuisance Abatement and Planning Board Revisions Amendment

8.12. Ordinance 1893 - Chapter 18 - Businesses - Amendments

9. Resolutions

9.1. 2022-2023 CDBG Annual Action Plan

9.2. Annexation Fee Moratorium Extension

10. Action Items

10.1. Final Plat - Shoal River Landing Phase 2B

10.2. Final Plat - Ridgeway Landing Phase 2

11. City Clerk Report

11.1. Update on new Public Records Portal Launch and Municode Codification

12. City Manager Report

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

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



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 8/3/2022
SUBJECT: Recognition for years of service

BACKGROUND:

Mr. Steele first started with the City of Crestview in 1994 as a mechanic in the Public Works Department. He was promoted to supervisor of Utilities in 1998 and then to Assistant Director of Public Services in 2002. In December 2007 Mr. Steele was selected as the Public Works Director.

DISCUSSION:

Mr. Steele has been a devoted public servant for over 24 years. He retired July 1st 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

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 Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

None

RECOMMENDED ACTION

None

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: J.B. Whitten, Mayor
DATE: 8/1/2022
SUBJECT: Girl Scout Troop 1318 - Request to Waiver Rental Fee

BACKGROUND:

Seralyn and Maria of Girl Scout Troop 1318 are working on their Silver and Bronze Awards. As representatives of Troop 1318, they have asked for the City Council to waive the fees for the rental of the facility.

DISCUSSION:

Girl Scout Troop 1318 is holding an event on September 17, 2022 at the Old Spanish Trail Facility. The troops have asked the City Council to waive the fees associated with the rental. The City Council has the authority to waive this fee and has done so for youth-related activities in the past.

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 City Council has established fees for the use of recreation facilities. City Council may choose to waive these fees when it is determined to be in the best interest of the community.

RECOMMENDED ACTION

Request a motion to waive the rental fee for the September 17, 2022 event.

Attachments

1. Girl Scouts Apic for Waiver at Council Mtg

Seralyn – Our Troop is working on our Silver and Bronze Awards.

Maria – Our Silver award idea is to have a big community safety event for the public, and help our troop finish all the rest of the awards at the same time.

Seralyn – The first part of the safety event will be to invite all our first responders. We'd like to get representatives and their respective trucks out there to show to the public.

These will include:

- EMS
- Fire
- Police
- Sherriff
- K9 Units
- SWAT
- Road Ranger
- Tow Truck
- Med Flight
- Florida Power and Light
- Chelco
- Okaloosa Gas
- The Ham Radio Club

Maria – We don't just want North Okaloosa to be there, but are hoping to invite our neighbors as well.

- Holt
- Baker
- Blackman
- Dorcas
- Laurel Hill
- Almarant

We will have booth locations for each First Responder and Award Project, as well as a few other things.

Seralyn – One of our Girl Scout Bronze Award booths will be paired with the Emerald Coast Zoo and Wildlife Preserve. They're building bat houses and bird houses to donate to the zoo and will be doing a supply drive to help gather resources for the zoo. The second Bronze Award booth will not really be a booth. They want to host a pet adoption day and give out special pet boxes to those who fill out applications for the possible adoption of a pet.

Maria – We also have 4 more Silver Awards being earned. One of those booths will be doing a drive for gently used backpacks and necessary supplies to gift to children being removed from their homes and placed in foster care. They will be teaming up with DCF to make sure they get what is needed, and we're hoping a representative from DCF will come out and possibly talk to people about becoming a foster parent.

Seralyn - We do have a similar second project, but they'll be at a different booth. They would like to do a drive to get donations of toys, books, etc. to donate to one of Crestview's group homes, or homeless shelters. They will be getting with people who work with both and see what is needed and try to get anything they can to help out children in these situations.

The last silver project being earned is with some of the girls creating a water safety coloring book for our community. They are designing the illustrations and writing it and we'll be publishing copies to hand out at our event. There will also

**CITY OF CRESTVIEW CITY FACILITIES
APPLICATION FOR USE**

Date of Application 7/17/22 Date(s) of Use 9/17/22
Facility Requested Spanish Trail Use Community event
Hours: Arrival Day 17 AM Departure Day 14 PM
Arrival Day 2 NA Departure Day 1
(Total scheduled time must include set up and take down. This is the responsibility of the Lessee)

Contact Person Christy Welch Phone No. 850-259-3436
Email cwelch0115@gmail.com Alternative Contact No. _____

Organization Girl Scout troop 1318
Mailing Address 236 Grand Prix Dr
City Crestview State FL Zip 32536

Expected attendance at Event 200 Type of Decorations booths
Will Food be served? yes If yes, Are you using a caterer? food trucks
Company name of Caterer (insurance certificate required) _____
Will Alcohol be served? (Extra Deposit required, May require Security) No

Equipment needed (Warriors Hall, Community Center only) Please indicate the number needed of each item.

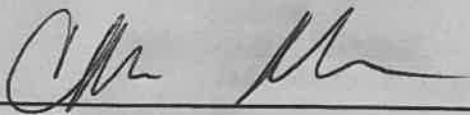
round tables _____ Rectangle Tables _____ Chairs _____

Other equipment needed (yes/no) _____

In House sound system _____ TV _____ Podium _____

Attendant needed? _____ Arrival Time: _____ Departure time _____

Before application is approved, deposit must be paid, lease agreement must be signed, and Policy/Regulations sheet must be read and initialed



Signature of Applicant

7/17/22

Date

Please do not write below. Staff use only:

Deposit Paid _____ Policy/Regulations form Initialed _____ Lease agreement Signed _____

Insurance certificates received (if required) _____

Fee computation sheet attached: _____ Application sent to Public Works _____

Assigned Attendant: _____ Hours Worked _____

Facility inspected by _____ Refund Deposit? _____

City of Crestview Facility Use Policy

(PLEASE INITIAL EACH PAGE)

Definitions:

City Facilities: include all City of Crestview owned facilities that are available to the public for use. Deposits/rental/reservation fees will be charged unless otherwise noted.

Application: Standard form to be used for all City Facility rentals

Fees: Monies used to rent/reserve City facilities as approved by the Crestview City Council on April 22, 2013

Calendar: The City of Crestview maintains a Calendar of events that have met the requirements of application and lease agreement

Authorized Groups:

City Sponsored Activities:

- Activities, which are planned, promoted, staffed, scheduled, and implemented by City staff. These activities shall have first priority of use.
- Organizations that have a contractual agreement with the City and are scheduled and promoted by the City.
- Organizations may be required to have certificate of insurance.

Non-profit Service Organizations

- Youth or adult groups that provide services for City of Crestview residents.
- A non-profit organization is required to provide a "Letter of Determination" from the IRS that indicates non-profit status.
- May require certificate of insurance
- Fees shall be charged for staffing, rental, and shelters. See Fee Schedule.

Churches

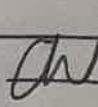
- Church use for cultural or activity purposes open to the public.
- Certificate of Insurance required for all church-related activities.
- Fees shall be charged for staffing, rental, and shelters. See Fee Schedule

Commercial

- All commercial groups or other individuals using facilities for commercial purposes.
- Fees shall be charged for staffing, rentals, and shelters. See Fee Schedule.
- All commercial lessees and vendors associated with a scheduled event are required to furnish a Certificate of Liability Insurance for a minimum of \$1,000,000 naming the City of Crestview as a certificate holder, prior to approval.

Private Group or Individual

- Individuals/family groups using facilities for birthday parties, weddings, showers, etc.
- Catered events will require a Certificate of Insurance for \$1,000,000 from the Caterer. The Certificate of Insurance shall name the City of Crestview as a certificate holder and contain a brief description of the planned event, prior to approval of the application.
- All commercial Lessees and vendors associated with a scheduled event are required to furnish a Certificate of Liability Insurance for a minimum of \$1,000,000 naming the City of Crestview as a certificate holder, prior to approval
- Fees shall be charged for staffing, rentals, and shelters. See Fee Schedule.

 Initial: I have read the above information

POLICY

- City owned and maintained community centers, gymnasiums, and outdoor athletic facilities (City Facilities) will generally be made available for worthwhile community, educational, recreational, civic, and cultural activities.
- The use of facilities by all Authorized Groups must be reviewed and approved by the City of Crestview.
- Use of facilities by any organization shall comply with federal, state, and county laws and regulations, including licensing requirements
- No event, meeting, or entertainment may be held for the purpose of advancing any doctrine or theory subversive to the United States of America
- Lease times are between 8:00 am and 10:00 pm (unless special arrangements are made, additional Fees may apply, see the Lease Fees page for more details.) **Cleanup must be done by the end of the reserved time slot.** Garbage should be placed in dumpster, the building secured and vacated by the end of reserved time slot.
- Under Federal Law, smoking is prohibited in the building. Smoking must be done outside and at least 10 feet away from the building and any entrance to the building

Warriors Hall Only: *Sound Checks, loud music, distracting noises are not allowed in the Hall between the hours of 7:30 am and 5:30 pm, Monday through Friday. The City of Crestview reserves the right to determine what is disruptive to the conducting of City business.*

RESERVATIONS:

- Use of City Facilities is by Reservation only. Reservations must be made between the hours of 9 a.m. and 4 p.m., Monday through Thursday. Reservations must be made in person or by calling 850-682-1560 ext. 239.
- Reservations may be made up to 12 months in advance. Authorized Groups wishing to use City Facilities must fill out the required paperwork with the City, and pay the required deposit before the date is secured on the Calendar.
- The deposit determined by Staff will hold reservation until all fees are collected. All fees for an event are due no later than 2 weeks prior to the event.
- If a scheduled event is cancelled, the City Facilities staff should be notified immediately. The Staff must be notified at least 72 hours prior to an event to receive full refund. Notifications received less than 72 hours will be assessed a 10% cancellation fee.
- No organization may sponsor any other organization for the purpose of changing the classification or fee schedule
- There are a limited number of tables/chairs available for each facility. These are NOT guaranteed numbers. Prior bookings may reduce the number of tables and chairs available

Community Center:

17 - 6 ft tables (rectangle)
20 - 8 ft tables (rectangle)
30 - 6 ft round tables
25 - Padded Chairs
650 - Plastic Chairs

Warriors Hall

4 - 8 ft tables (rectangle)
4 - 6 ft tables (rectangle)
20 - 5 ft Round Tables
200 - Plastic Chairs

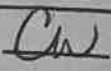
 Initial: I have read the above information

CITY RESPONSIBILITY

- The Department of Public Services, Division of Leisure Services is responsible for assuring proper use and scheduling of City owned gymnasiums, community centers, and outdoor athletic facilities. Building and field usage shall be administered through the use of an approved Facility Use Application.
- Every effort will be made to provide fair distribution of facilities to all. The City of Crestview shall maintain a master schedule for use of facilities and endeavor to provide an equitable, fair distribution of the facility to outside users. The City of Crestview reserves the right to refuse the use of any of these facilities.
- City of Crestview personnel on official business shall have access to the Facilities at all times.

LESSEE RESPONSIBILITIES

- Lessee is responsible for the set up and take down of chairs, tables, and other amenities for use by lessee, under the direction of the City. Decorations should not cause damage to any part of the facility. If decorations need to be hung from ceiling, City staff must hang and remove these decorations (prior approval by the Public Services Director must be obtained before application is approved).
- The Lessee, if required by the City, shall obtain Security personnel for the event. The City will require the number of Security personnel needed. The Lessee shall pay the necessary cost for the Security service. Security personnel shall be certified law enforcement officers with arresting powers. The names of the security personnel working the event shall be provided to the City of Crestview Facility Rental office prior to the event.
- The Lessee shall not damage or allow to be damaged the said premises or any fixture or personal property located therein. In the event of any damage thereto, the Lessee shall promptly restore the premises or property to its original state of repair, or pay the City of Crestview for such damages. Any missing property or furnishings, such as, but not limited to, TV and player, tables and chairs, sound equipment, speaker stands, or podium, incidental to rental will be replaced or paid for by the Lessee to the satisfaction of the City of Crestview. No deposits will be returned until this occurs. **The person signing the application assumes full responsibility that no damage will occur.** Damage deposits will be processed upon inspection by the Public Services department, and may take up to 3 weeks to process.
- While decorating, the Lessee shall not drive nails, tacks, pins, any other object or place tape on the floor, wall, ceiling, doors, woodwork or any other parts of said premises.
- The Lessee will promptly remove all decorations. The prompt removal of all decorations must be done prior to the end of the reserved time slot, on the day the facility is used. Arrangements must be made in advance with suppliers for all equipment to be picked up on the day of the event. Rental companies may pick up rental items at night for an additional fee, and this will need to be coordinated with the facility staff.
- Lease times are between 8:00 am and 10:00 pm (unless special arrangements are made) additional Fees may apply, see the Lease Fees page for more details. Cleanup must be done by the end of the reserved time slot. Garbage should be placed in dumpster, the building secured and vacated by the end of reserved time slot.

 Initial: I have read the above information

PERMISSIBLE ACTIVITIES

- Approved community activities may include, but are not limited to: classes, concerts, dramas, book festivals, art festivals, dances, parties, meeting of organizations, athletic/recreational games, contests, sports, and activities.
- Activities that do not fall into the above categories and appear to be of questionable nature or games of chance shall be referred to the Public Services Director.
- There shall be **NO COOKING** inside of City buildings. No cooking under pavilion covers

TIME LIMITS

- A two-hour minimum is required for all facility use
- Facility usage shall not exceed the time limit on the Facility Use Application. Fees for time used over the reserved time will be deducted from deposit. Refunds will not be given if time used is less than reserved time.

SCHEDULING USE

- The City of Crestview shall maintain the master schedule of each facility and shall not schedule conflicting events within the facility.

LIABILITY RESPONSIBILITY

- With the exception of City of Crestview organizations, each applicant must agree to assume full responsibility for and hold the City of Crestview and its agents, servants, and employees harmless from any legal liability, injury, or damage to the person or property of others in connection with the use of City facilities or property. A Hold harmless/ indemnity agreement must be signed as a part of the lease agreement.
- Groups requesting the use of facilities may be required to have liability insurance. If required, applicant is required to carry a minimum of \$ 1,000,000 in liability insurance coverage for all activities. Groups may not be permitted to use facilities without the Certificate of Liability insurance. **The Certificate of Insurance shall name the City of Crestview as an additional insured/certificate holder.**

PAYMENT OF FEES

- Rental, supervision, and custodial fees may be charged. Fees for supervision, custodial, and other personnel are average costs to reimburse the City for services rendered and are not an hourly wage for that employee. These fees normally will be a part of the overall fees charged.

SUPERVISION

- All building rentals must have a Facility Attendant who is employed and assigned by the City of Crestview. No programs shall operate unless a Facility Attendant is present
- The Facility Attendant is responsible for unlocking and locking doors/gates, operating lights and HVAC systems, and generally supervising building usage. The Facility Attendant is not responsible for clean-up following the event.

DAMAGES TO FACILITY/EQUIPMENT

- Before and after facility use, the facility must be inspected by the user and the Facility Attendant on duty. Damages occurring during use must be listed in writing.
- Damage to City property caused by the applicant or his/her group is the responsibility of the applicant. Claims for damages shall be presented to the user by the Department of Public Services for restitution within five (5) working days.

 Initial: I have read the above information

OUTSIDE VENDORS

- Outside vendors may be permitted with permission from the City of Crestview. The vendor may be required to obtain a Business Tax Receipt from the City of Crestview. A Certificate of Insurance shall be required, in the amount of \$1,000,000, naming the City of Crestview as an additional insured, prior to the event.

SIGNS

- Temporary identification signs may be placed within the facility borders while the facility is being used. User must remove all signs at the end of the activity. Signs may not be attached to any City owned facilities if such placement causes damage.

ANIMALS

- Animals are not allowed in indoor facilities, except for service dogs and police/rescue dogs.
- All other animals must be kept on a leash at outdoor facilities, and the caretaker is responsible for clean-up.

PARKING

- Parking on facility grounds shall be confined to approved parking areas only.

ALCOHOL USE

ALCOHOLIC BEVERAGES:

City of Crestview Code of Ordinance 1469:

No alcoholic beverages of any kind shall be sold, consumed, served or permitted to be served or consumed in any city facility or on any city property except with an approved special event permit and when holding a license under the division of alcoholic beverages and tobacco of the department of business and professional regulation.

a. The following guidelines shall be used by the city division of parks and recreation in issuing any and all permits that include a request for the consumption of **alcohol** in city parks, buildings, and outdoor areas:

1. Public buildings:

A. Private parties/commercial groups: Individuals and groups requesting the use of public facilities for private parties can serve (but not sell) **alcohol** at approved functions. Approval shall be subject to all of the terms and conditions of our special event policies.

B. Non-profit organizations: Officially registered non-profit organizations requesting the use of public facilities can sell and serve **alcohol** at approved functions. Subject to the issuance of a state alcoholic beverage license, the city division of parks and recreation may approve special events that include the consumption and sale of alcoholic beverages in public facilities subject to all of the terms and conditions of our special event policies.

C. City functions: Officially sponsored city functions are subject to the same terms and conditions as listed for non-profit organizations.

D. Approved locations: Subject to review and approval, the facilities listed below are approved for events that may include the consumption or sale (subject to state approval) of **alcohol**:
Crestview Community Center.
Warriors Hall Auditorium.
Old Spanish Trail Park facilities.

2. Outdoor areas:

A. Commercial groups: Shall be prohibited from applying for the use of any outdoor facility or park that would include the consumption or sale of alcohol.

B. Non-profit organizations: Officially registered non-profit organizations (strictly for private, noncommercial functions) may apply to the city division of parks and recreation for the use of any outdoor area listed below for any event that includes the consumption or the sale of alcohol. Application for this use shall be made as part of a special event permit application which shall be subject to review and approval by the division of parks and recreation and the city police department. Users must meet security staff requirements as defined by the city police department.

C. City functions: Officially sponsored city functions are subject to the same terms and conditions as listed for non-profit organizations.

D. Approved locations: Subject to review and approval, the outdoor areas listed below are approved for events that may include the consumption or sale (subject to state approval) of alcohol:

Crestview Community Center grounds.

Old Spanish Trail Park (not to include city recreational scheduled events/seasons).

3. Special conditions:

A. Note: Non-profit organizations: Shall be defined as officially registered non-profit organizations with a non-profit identification number.

B. All applicants are subject to the terms and conditions listed in applicable special event policies and ordinances, including fees and insurance requirements. User must provide an insurance certificate listing liquor liability and naming the city as an additional insured. The user must pay a damage deposit commensurate with the proposed use.

C. All applicants are subject to regulations and must comply with all requirements from the division of alcoholic beverages and tobacco of the department of business and professional regulation.

D. All applicants agree to be fully responsible for ensuring that event participants and organizers are not served excessive amounts of alcohol and do not endanger themselves. All applicants must define a method of control for location of sale, quantity of sale to individuals, and prohibiting individuals from bringing alcoholic beverages into the event.

E. All applicants agree to be fully responsible for ensuring that no person under the age of 21 can purchase or consume alcohol beverages at the event.

CW

Initial: I have read the above information



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 8/1/2022
SUBJECT: Head Start Lease Renewal

BACKGROUND:

Recently, the operator of the Headstart facility located on property owned by the City of Crestview changed. The new company is asking for a new lease between the City and the company.

DISCUSSION:

The City attorney and the City manager worked with the community development institute to develop the attached lease. Staff is recommending approval of the lease as submitted.

GOALS & OBJECTIVES

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

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Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact on this item.

RECOMMENDED ACTION

Staff respectfully requests approval of the lease as submitted.

Attachments

1. OkaloosaCounty_Edney_LandLease-draft 4-22-22 JTH-mle-clean (003)



COMMUNITY DEVELOPMENT INSTITUTE HEAD START

SERVING OKALOOSA COUNTY, FL

LAND LEASE AGREEMENT

THIS LEASE is entered into by City of Crestview, Florida ("Landlord") and Community Development Institute Head Start, a Colorado nonprofit corporation ("CDI HS") serving Okaloosa County, FL. The parties agree as follows:

CDI HS AS INTERIM GRANTEE Landlord and CDI HS acknowledge that CDI HS is operating a Head Start/Early Head Start program in the local community as an interim grantee. This Lease is intended to allow CDI HS to lease property necessary for operation of the local Head Start/Early Head Start program, with the understanding that the obligations of CDI HS with respect to this Lease and the Premises (defined below) will end when CDI HS is no longer funded as the interim grantee for the local Head Start/Early Head Start program.

1. PREMISES

Landlord leases to CDI HS and CDI HS leases from Landlord, upon all of the terms and conditions hereof, land located at:

Lots 11 and 12, Block 8, Ferdon Heights Subdivision ,
Okaloosa County, Florida

2. TERM

- a. The term of this Lease shall begin on September 1, 2021, which is the date the Agreement becomes effective, even if it is signed at a later date , and shall continue, unless sooner terminated or extended as herein provided, until July 31, 2026.
- b. Early Termination by Tenant. Notwithstanding anything to the contrary contained herein, CDI HS shall have the right to terminate this Lease by giving Landlord 30 days' written notice at any time during the term of this Lease. Upon such termination of this Lease, CDI HS shall have no further obligations or responsibilities under this Lease or relating to the Premises, and Landlord shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Landlord or CDI HS.
- c. Early Termination by Landlord. Notwithstanding anything to the contrary contained herein, Landlord shall have the right to terminate this Lease by giving CDI HS 180 days' written notice at any time during the term of this Lease. Upon such termination of this Lease, Landlord shall have no further obligations or responsibilities under this Lease or relating to the Premises, and CDI HS shall be deemed to have released Landlord from any such further obligations or responsibilities without the need for further action on the part of Landlord or CDI HS.

3. RENT CDI HS agrees to pay, and Landlord agrees to accept, as rent for the Premises, the sum of One Dollar (\$1) per year.

4. PROPERTY TAXES Landlord shall be responsible for and shall pay when due all real estate taxes and special assessments which at any time during the term hereof may be assessed, levied, imposed upon or become due and payable with respect to the Premises.

5. COSTS AND UTILITIES.

a. Paid by CDI HS: In addition to the monthly rent set out in Paragraph 4, CDI HS shall be responsible for direct payment of the following costs:

All

b. Paid by Landlord: The Landlord shall be responsible for direct payment of the following costs, which are included in the monthly rent set out in Paragraph 4:

None

6. DEPOSIT: No Deposit required

7. USE OF PREMISES CDI HS shall use and occupy the Premises only for the purpose of providing Head Start/Early Head Start services, and directly related activities, and for no other purpose.

8. CONDITION OF PREMISES CDI HS accepts the leased premises in their present, as - is condition.

9. INSURANCE

a. CDI HS's Insurance. CDI HS shall, at its expense, at all times maintain:

1. Insurance with respect to CDI HS's property, if any, equipment, machinery, and personal property against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage; and
2. Commercial general liability insurance against claims for death and bodily injury arising on or about the Premises, with a limit of not less than \$ 1,000,000 per occurrence, \$3,000,000 in the aggregate.

b. General. Within ten (10) days after the execution of this Lease, and prior to the expiration of each policy, each party shall furnish to the other a certificate of insurance evidencing the coverage required hereunder and upon request shall furnish a copy of any policy required hereunder.

10. DAMAGE OR DESTRUCTION OF PREMISES In the event the Premises are damaged or destroyed by fire or other casualty to the extent that a substantial part of the Premises are rendered substantially untenable, CDI HS may terminate this Lease by written notice to Landlord given within 30 days after such damage or destruction. If CDI HS does not give such notice to terminate, then Landlord may, at its option, immediately terminate this Lease or elect to restore the Premises to a condition at least as good as exists on the

date hereof, and rent shall abate hereunder from the date the Premises are rendered untenable until the date the Premises are restored to tenability.

11. DEFAULT:

a. By CDI HS: In the event that CDI HS defaults in the performance of any obligation under this Lease, including abandonment of the Premises, Landlord shall provide CDI HS with written notice of the default. If the default in performance by CDI HS is not cured within thirty (30) days after receipt of notice of default from Landlord, CDI HS shall vacate the Premises and return it to Landlord within the same thirty (30) day period. Subject to Paragraph 3(b) and the duty of Landlord to mitigate damages, Landlord shall retain the right to compensation for all amounts due and owed by CDI HS to Landlord under this Lease if Landlord re-takes possession of the Premises due to non-performance of this Lease by CDI HS.

b. By Landlord: In the event that Landlord defaults in the performance of any obligation under this Lease, CDI HS shall provide Landlord with written notice of the default. In the event that the default is not cured within thirty (30) days, CDI HS may at its sole discretion immediately terminate this Lease by notice to Landlord, in which event CDI HS shall have no further obligations hereunder.

12. ASSIGNMENT: CDI HS shall not assign the Lease or sublet all or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

13. NOTICE: Formal notice under this agreement shall be given in writing to the addresses listed below. It is effective on the date of delivery. If notice is by US mail, delivery is presumed to be completed three (3) days after the date upon which notice was mailed. Informal communication may be by e-mail, phone call, or in person.

If to Landlord:
City Manager
198 North Wilson Street
Crestview, Florida 32536

If to CDI HS:
CDI HS Serving Okaloosa County, FL
PO Box 838
Shalimar, FL 32579

With Copy to:

NIC Project Director
CDI Head Start
10065 E. Harvard Avenue, Suite 700
Denver, CO 80231

14. LANDLORD WARRANTIES: As of the date of execution of this Lease, Landlord represents and warrants to Tenant the following: 1) Landlord is the fee simple owner of the Premises and has access rights to the Premises; 2) Landlord has the right to make this Lease and perform the obligations herein; and 3) Tenant's intended use and occupancy of the Premises complies with all zoning laws and ordinances affecting the Premises.

15. MISCELLANEOUS.

a. Severability; Amendment; Binding Effect; Etc. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by the Landlord and CDI HS. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

b. Option to Renew. Landlord grants CDI HS the option, exercisable by written notice to Landlord at least 30 days prior to the expiration of the initial term of this Lease, to renew this Lease for an additional five - year term immediately following the end of such initial term. All provisions of this Lease shall be applicable to any such renewal term, and CDI HS shall have the right to terminate this Lease on 30 days written notice to Landlord, at any time during such extended term, with or without cause, and, upon such termination, CDI HS shall have no further obligations to Landlord under the Lease or relating to the Premises.

c. Holding Over. If CDI HS holds over after the expiration of the term of this Lease, or any extended term, if applicable, without written agreement providing otherwise, then CDI HS shall be deemed to be a tenant from month to month, at a monthly rent equal to the last monthly rent payable under this Lease, and subject to all of the other provisions and conditions of this Lease.

d. Release of Information. Landlord hereby authorizes CDI HS to release information regarding (including without limitation, full reports and results) any and all environmental testing completed with regard to the Premises (including without limitation, lead, asbestos, and radon testing) as directed by the Department of Health and Human Services (DHHS)/the Office of Head Start (OHS).

e. Upon the expiration or earlier termination of this Lease, CDI HS shall remove its personal property and trade fixtures from the Premises and surrender the Premises in as good condition as received, reasonable wear and tear excepted, free from debris and broom clean.

(rest of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date set forth above.

LANDLORD:

_____, a

Taxpayer ID #: _____

Signature : _____

Title : _____

Printed Name : _____

Address: _____

DATE: _____

CDI HS:

COMMUNITY DEVELOPMENT INSTITUTE
HEAD START, a Colorado nonprofit
corporation

Taxpayer ID #: 841548541

Signature: _____

Title: _____

Printed Name: _____

Address: PO Box 838
Shalimar, FL 32579

DATE: _____



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 7/8/2022
SUBJECT: Approval of June 27, 2022 City Council minutes

BACKGROUND:

Draft minutes were sent prior to the meeting.

DISCUSSION:

Routine approval of prior City Council minutes.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Request a motion to approve the minutes of June 27, 2022.

Attachments

1. 06272022 City Council Minutes Draft

City Council Minutes - Draft
June 27, 2022
6:00 p.m.
Council Chambers

1. Call to Order

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

2. Invocation, Pledge of Allegiance

2.1. Pastor Jeff Childers, the Shepherd's Church

The Invocation and Pledge of Allegiance was led by Pastor Jeff Childers of the Shepherd's Church.

3. Open Policy Making and Legislative Session

Mayor JB Whitten went over the rules of procedure and noted there was a quorum.

4. Approve Agenda

Mayor JB Whitten called for action.

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

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

5. Presentations and Reports

Mayor JB Whitten called Chief McCosker forward to recognize the award recipients.

Chief McCosker called Officer Tyler Dean forward who was recognized as the Officer of the Quarter. He mentioned Officer Dean is a second-generation police officer, as well as the K-9 trainer.

Mayor JB Whitten stated he is proud of the Crestview Police Department highlighting their teamwork.

Mayor Whitten called Hannah Wilburn, All In Credit Union, forward. She recognized the Employee of the Quarter, Officer Tyler Culbertson. Hannah congratulated Officer Culbertson for the "Strongest Link" award with a \$100 check in appreciation of his work.

Mayor Whitten called Mary Henderson, from Utility Billing, forward to receive her award and thanked her for what she does in contributing to the success of the community.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Council member Cynthia Brown and seconded by Council member Joe Blocker to approve the Consent Agenda, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps Ayes: None

Nays: All ayes. Motion carried.

6.1. Approval of May 23, 2022 City Council minutes

6.2. Approval of June 13, 2022 City Council Minutes

6.3. Budget Amendment

A Resolution of the City of Crestview, Florida, amending the CRA Budget for Fiscal Year 2022 to better reflect Revenues and Expenditures, and Providing for an Effective Date.

6.4. Purchase of three zero turn mowers through State Contract from Crestview Ready Rent & Sales

6.5. Purchase of Slope Mowers through State Sheriffs Association Contract

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1875 - John King Road Annexation

Senior Planner Nicholas Schwendt introduced Ordinance 1875 - John King Road Annexation. He

stated the next three ordinances relate to the John King Road project. The property is zoned mixed use, which is consistent with surrounding property.

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

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

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

Motion by Council member Andrew Rencich and seconded by Council member Douglas Capps to adopt Ordinance 1875 - John King annexation on second reading.

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

7.2. Ordinance 1876 - John King Road Comprehensive Plan Amendment

Senior Planner Nicholas Schwendt introduced Ordinance 1876 - John King Road Comprehensive Plan Amendment.

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

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

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

Motion by Council member Andrew Rencich and seconded by Council member Cynthia Brown to adopt Ordinance 1876 - John King Road Comprehensive Plan Amendment on second reading.

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

7.3. Ordinance 1877 - John King Road Rezoning

City Attorney Jonathan Holloway swore in Senior Planner Nicholas Schwendt for the quasi-judicial segments of the meeting.

Senior Planner Nicholas Schwendt introduced Ordinance 1877 - John King Road Rezoning and requested that the staff report be entered into the record - 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 on June 6, 2022, and the first reading was approved by the City Council on June 13, 2022. 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.

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

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 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.

Mayor JB Whitten called for comment from the Council.

Council member C. Brown mentioned she has driven by the area.

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

Motion by Council member Joe Blocker and seconded by Council member Douglas Capps to adopt Ordinance 1877 - John King Road Rezoning on second reading. Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.4. Ordinance 1878 - Williams Avenue East Annexation

Senior Planner Nicholas Schwendt introduced Ordinance 1878 - Williams Avenue East Annexation. He stated the property is located in an unincorporated area. The city will see positive financial impacts.

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

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

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

Motion Council member Joe Blocker and seconded by Council member Andrew Rencich to adopt Ordinance 1878 - Williams Avenue East Annexation on second reading.

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

7.5. Ordinance 1879 - Williams Avenue East Comprehensive Plan Amendment

Senior Planner Nicholas Schwendt introduced Ordinance 1879 - Williams Avenue Comprehensive Plan amendment.

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

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

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

Motion by Council member Cynthia Brown and seconded by Council member Douglas Capps to adopt Ordinance 1879 - Williams Avenue East Comprehensive Plan amendment on second reading.

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

7.6. Ordinance 1880 - Williams Avenue East Rezoning

Senior Planner Nicholas Schwendt introduced Ordinance 1880 - Williams Avenue East Rezoning and requested that the staff report be entered into the record – 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 on June 6, 2022, and the first reading was approved by the City Council on June 13, 2022. 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.

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

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning Of 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.

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

Motion by Council member Joe Blocker and seconded by Council member Cynthia Brown to adopt Ordinance 1880- Williams Avenue East Rezoning on second reading. Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.7. Ordinance 1881 - Robinson Avenue East Vacation

Senior Planner Nicholas Schwendt introduced Ordinance 1881 – Robinson Avenue East Vacation. He mentioned the alley serves no use to the public, and the city will reserve a non-exclusive perpetual easement to access utilities.

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

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

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

Motion by Council member Joe Blocker and seconded by Council member Andrew Rencich to adopt Ordinance 1881 – Robinson Avenue East Vacation on second reading.

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

8. Ordinances on First Reading - Nothing brought forward.

9. Resolutions – Nothing brought forward.

10. Action Items

10.1. Salary - Budget

City Manager Tim Bolduc recommend inflationary measures to assist the employees. He has positions throughout the city where the employees are primary providers and having problems making ends meet. He said a panel evaluated our pay and surrounding jurisdictions to ensure we are competitive in the market. Some jurisdictions have made salary amendments, so a hybrid method was chosen to provide \$1,000 one-time only check and a 3% increase for staff below the director's level. The details were sent out to Council prior to tonight's meeting. Additionally, we will freeze some spending from now until the end of the year.

After discussion, the Council voiced their support, and City Manager T. Bolduc stated Council member Hayes had expressed his support, as well.

Discussion ensued regarding the employees selling PTO. City Manager T. Bolduc in concurrence with Finance Director G. Toussaint responded that the city had money in reserves to be able to make the adjustments. Council concurred with allowing employees the option of selling their PTO.

City Manager T. Bolduc voiced his appreciation to the Council adding our employees are our greatest assets.

Motion by Council member Andrew Rencich and seconded by Council member Douglas Capps to approve and accept staff recommendation for the salary amendment and to allow staff to utilize the PTO reserves.

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

11. City Clerk Report - City Clerk M. Schrader reminded Council to submit their Form 1 by July 1st.

12. City Manager Report

City Manager T. Bolduc updated Council on the Bowers and Field Affordable Housing project stating he would like to acquire the property across the street in the amount of \$20,000. He added the house is currently a code enforcement case. The return on investment would be six one-bedroom apartments, adding we have the money in the budget.

Motion by Council member Joe Blocker and seconded by Council member Andrew Rencich to approve the City Manager to enter into an agreement to purchase Lot 6 and relocate the residents per staff recommendation.

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

13. Comments from the Mayor and Council

Mayor JB Whitten asked for comments from the Council.

Council member C. Brown invited all to the 4th of July celebration at Twin Hills Park.

Mayor Whitten mentioned that Juneteenth was a great success. We set the example for the rest of the County.

He added we swore in two police chaplains - Pastor Josh Neel of Hope City Community Church and Pastor Darlene Haynes-Scheuermann of Kingdom Life Worship and Training Center.

14. Comments from the Audience

Mayor JB Whitten asked for comments from the public. No one came forward.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 6:42 p.m.

Minutes approved this __ day of __, 2022.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 8/1/2022
SUBJECT: Shot in Focus Photography Studio Continuing Services Contract

BACKGROUND:

On May 11, 2020, the City accepted the bid from Shot in Focus Photography Studio for a one-year contract with up to five one-year extensions.

DISCUSSION:

The current contract expired June 30, 2022. Staff is looking to exercise the year extension.

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 Contractor provides a fee equal to 10% of all Picture Day sales. Contracted rates of services are depicted in Exhibit "A".

RECOMMENDED ACTION

Staff requests a motion to approve the extension for one year of the Continuing Services Contract with Shot in Focus Photography Studio, as notated in the contract.

Attachments

1. Shot in Focus Photography Contract



CITY OF CRESTVIEW CONTINUING SERVICES CONTRACT

On May 11, 2020, the City Council of the City Of Crestview, Florida, herein referred to as the **City**, accepted the bid from Shot In Focus Photography Studio, herein referred to as the **Contractor**, to supply photography services for the City projects. The Contractor's Cost schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE SERVICES CONTRACT: Photography Services Contract

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Crestview City Council and signed by the Mayor.

2. Intent of Contract:

This contract is for supplying the City with all applicable photography work for the City projects. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within "Exhibit A."

3. Term of Contract and Time Extensions:

This contract will be in effect for one year(s) beginning June 30, 2022, through June 30, 2023, and is for supply the City with photography services for sports activities and other activities, as requested by the City of Crestview.

4. Time for Performance:

The Contractor agrees to provide photography services as required for the satisfactory approval and acceptance by the City.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid/Proposal form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

6. Changes in the Work:

The City shall have at the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized

estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance as outlined in the Bid Documents, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made part hereof by reference. If any part of the Work is sublet, similar insurance shall be provided by and on behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies or certificates of insurance shall provide for at least ten days' notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend and save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor 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 their control.

10. Cancellation:

This contract may be canceled by the City with a 30-day written notice or by the Contractor with a 90-day written notice and is contingent upon the annual appropriation by the City of legally available funds. The City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purpose set forth in this contract.

11. Performance of Work/Responsibilities:

The City of Crestview has year-round youth and adult sporting events that require photography services for group, individual, and action photos. Photography services will be requested by the Parks and Recreation Department at the beginning of the end of each season. The vendor will be required to set appointments with the coaches for team photos and be expected to attend various games for action shots which can be sold to the public. The City, may as needed, request other photography services from the contractor.

12. Termination for Default

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager 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 Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor thirty (30) days' notice, to cure the failure to perform or meet other responsibilities under the contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract service satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to the 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 Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor 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.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, at his/her discretion, determines that the termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least thirty (30) days' notice to the Contractor, 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 Contractor 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.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous

15.1 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. The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in the performance of this Contract.

15.2 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.

15.3 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.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or 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.

15.5 Attorney's Fees

In any dispute relating to this Contract, each party shall be responsible for their respective attorney's fees and costs.

15.6 Venue and Waiver of Jury Trial

The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else. The parties further agree that any controversy which may arise under this agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by one party against the other party, brought by one party, alone or in combination with others against the other party, whether arising out of this agreement or otherwise, shall be determined by a judge sitting without a jury.

15.7 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Crestview in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Crestview would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Crestview all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Crestview in a format that is compatible with the information technology systems of the City of Crestview.

15.8 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:

As to the City:

Maryanne Schrader
City Clerk
198 Wilson Street North
Crestview, Florida 32536

As to the Contractor:

Shot In Focus Photography
Roy Estes, - Owner/Photographer
1505 S. Ferdon Blvd. Ste. B & C
Crestview, Florida 32536

IN WITNESS THEREOF, The City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 20__

CITY OF CRESTVIEW

By: _____
JB Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Jon Holloway, City Attorney

Shot In Focus Photography Studio, CONTRACTOR

By: _____
(Signature)

(Printed Name)


Roy T Estes

Exhibit "A"
Description of Services

Contractor will provide all necessary equipment, order forms, signage, and staff required to provide multiple "Picture Days" throughout the year, during each sport season. Contractor will distribute all orders directly to customers via USPS.

Contractor shall provide to the City a fee equal to 10% of all Picture Day sales, within 30 days of receipt of payment from Contractor's customers.

Contractor will provide at no cost to the City, one 8x10 plaque per sports team (50% participation required) for either head coaches or team sponsors, to be designated by the City. Additional plaques for coaches, sponsors, assistant coaches, team mom/dads can be purchased at a discount to be provided in writing to the City.

Contractor shall provide action shots for the City of Crestview's social media & marketing needs, when scheduled and subject to the availability of Contractor.

Contractor shall provide an electronic "Annual Yearbook" or "Year in Review" to the City at no cost, with pictures of all teams that participate in Picture Days, and any action shots taken during various sports-related events during the same year. At the City's option, the City may sell advertising and/or sponsorships to be included in the electronic Annual Yearbook or Year in Review. The City may negotiate with Contractor separate from this contract for Contractor to print on the City's behalf the Annual Yearbook or Year in Review, or the City may at its election use the electronic version to print the product in-house or using other vendors. Contractor shall have no copyright in or to the Annual Yearbook or Year in Review or the contents thereof.

Contractor will provide portrait studio services at a discounted rate to the City, to include but not be limited to: professional individual headshots, department team/group pictures, in-action photo sessions (Police, Firefighters, public services, etc. performing job duties), event photography coverage, award ceremonies, and annual employee parties.

- Professional headshots shall be provided at Contractor's studio at a 50% discount (regularly \$99). During city-wide "Staff Picture Day", Contractor shall set up at a city facility and take each employee portrait in a volume session. These sessions will be a half-day or full-day rate of \$450 or \$850 respectfully.
- Group and department team photos are provided free of charge to all City of Crestview Departments as needed.
- Event photography services shall also be provided free to the City and are limited to, as photographer availabilities allow: Main Street parades, festivals, awards ceremonies, special dedications, and speeches.

- Photo booth services shall be available to the City for annual events. Contractor will provide such photo booth services for \$450 (2-4 hours) or \$850 (4-8 hours). Contractor shall provide all props, backgrounds, equipment and staff, and all participants will receive free 4x6 prints, and the City will receive all images provided on an online gallery for the City's further use without obligation for fees or charges to Contractor.
- Real estate/Property photography services are included free of charge for the City of Crestview to use for marketing and social media use.



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 8/3/2022
SUBJECT: Employee Benefits Renewal

BACKGROUND:

Our employee benefits program is what sets us apart from other employers. In order to stay competitive in the current labor environment, it is critical that we continue to be competitive in this area. The city's employee benefit program consists of 100% paid employee health and life insurance and contributions toward family health and employee dental premiums. We also offer vision and supplemental insurance plans.

The city historically offers health, dental, vision, life insurance and a defined contribution retirement plan to its employees. In 2019, we added an Employee Assistance Program to address mental health needs and in 2021, we added a 457 deferred compensation plan to promote financial wellness. In 2022, we added the US Law Shield program.

DISCUSSION:

The City has been presented with the opportunity to enhance the employee benefit program available to our employees at no cost increase to the city. Florida Blue has selected the City to take part in a new program in which they will provide funding for employee wellness activities and a system to reduce future premiums. This program will include an annual wellness screening, in-person health education sessions, and provide incentives to employees that will encourage wellness and participation in screening and education sessions. This year's program includes a point system where participation has a direct impact on next year's health insurance premiums with the potential for a 0% increase.

The Florida Blue health insurance rates are increasing by 5% for the 22-23 fiscal year. We were able to cap our rate increase at 5% due to our participating in the Blue Value Solutions program.

The City has been with Guardian Dental and Standard Life Insurance for over 20 years with quality service. Our rates for dental insurance will increase 5%. Employee premiums for vision and life insurance are on a rate hold for the 22-23 fiscal year. There will be a rate increase for retiree life insurance premiums, which are paid in full by the retiree. Please see the attached rate sheet for more information.

The attached documents renew our contract with our insurance agent, Barnes Insurance and Financial Services. Barnes has provided quality services to the city for over a decade and in 2020 negotiated a Pro-share agreement with Florida Blue on behalf of the city. The documents also renew our contract with Florida Blue for employee health insurance for the 2022-2023 fiscal year.

GOALS & OBJECTIVES

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

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

government.

Financial Sustainability- Achieve long term financial sustainability

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

FINANCIAL IMPACT

The financial impact of these rate increases are accounted for in the 2022-2023 fiscal year budget. The increase is an estimated cost of \$100,000 annually.

RECOMMENDED ACTION

Staff respectfully requests the council approve the contracts with Florida Blue, Guardian Dental, Standard Insurance Company, and Barnes Insurance and Financial Services.

Attachments

1. 22-23 rates

Insurance Rates 2022-2023

City of Crestview

Health

FL Blue	Plan 03559 PPO			
	Total Cost	Employee Cost	City Cost	Weekly cost (employees)
Employee	\$838.50	\$0.00	\$838.50	\$0.00
Employee + Spouse	\$1,911.78	\$536.64	\$1,375.14	\$134.16
Employee + Children	\$1,677.00	\$419.25	\$1,257.75	\$104.81
Family	\$2,663.20	\$912.35	\$1,750.85	\$228.09

Health

FL Blue	Plan 059 HMO			
	Total Cost	Employee Cost	City Cost	Weekly cost (employees)
Employee	\$768.43	\$0.00	\$695.99	\$0.00
Employee + Spouse	\$1,752.01	\$491.79	\$1,260.22	\$122.95
Employee + Children	\$1,536.86	\$384.22	\$1,152.65	\$96.05
Family	\$2,458.98	\$845.28	\$1,613.71	\$211.32

Health

FL Blue	Plan 051 HMO			
	Total Cost	Employee Cost	City Cost	Weekly cost (employees)
Employee	\$650.23	\$0.00	\$587.52	\$0.00
Employee + Spouse	\$1,482.52	\$416.15	\$1,066.38	\$104.04
Employee + Children	\$1,300.46	\$325.12	\$975.35	\$81.28
Family	\$1,080.74	\$215.26	\$865.49	\$53.81

Dental

Guardian	Plan G-372073			
	Total Cost	Employee Cost	City Cost	Weekly cost (employees)
Employee	\$32.81	\$16.41	\$16.41	\$4.10
Employee + Spouse	\$74.41	\$58.01	\$16.41	\$14.50
Employee + Children	\$82.62	\$66.22	\$16.41	\$16.55
Family	\$125.39	\$108.99	\$16.41	\$27.25

Vision

Standard	Plan # 160-124049		
	Employee Cost	Weekly cost (employees)	Increase per pay period
Employee	\$7.08	\$1.77	\$0.00
Employee + One	\$17.44	\$4.36	\$0.00
Family	\$20.44	\$5.11	\$0.00



Staff Report

CITY COUNCIL MEETING DATE: August 8, 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: 8/1/2022
SUBJECT: Task Order - Vineyard Village Site Design

BACKGROUND:

The City acquired properties located between W Bowers Ave and W Field Ave in an effort to reduce the copious amount of crime and drug trafficking calls received by the Crestview Police Department. Since **acquiring** the properties, The City has partnered with Gregg Chapel to develop an affordable housing complex (Vineyard Village) to help reduce crime and add value and culture to the community, as well as address the housing shortages in our area.

DISCUSSION:

In efforts to design and develop Vineyard Village, The City has requested a task order from Alday-Howell Engineering, Inc through our continuing services contract with the firm.

Task Order Purpose

The City of Crestview (CLIENT) has seen significant population growth in recent years and that growth has led to an increased need for affordable housing. The project is located just outside the Community Redevelopment Agency boundary and just outside the Downtown Overlay District, as well. This project is located just one block east of the Crestview Housing Authority apartments along W. Edney Avenue. The parcels that will be developed as part of this project have the following Okaloosa County Parcel ID numbers: • 17-3N-23-2490-0133-017B • 17-3N-23-2490-0133-0160 • 17-3N-23-2490-0133-0150 • 17-3N-23-2490-0133-006C • 17-3N-23-2490-0133-006A • 17-3N-23-2490-0133-014A • 17-3N-23-2490-0133-014D • 17-3N-23-2490-0133-014E • 17-3N-23-2490-0133-014B • It should be noted that the alley running between W. Bowers Avenue and W. Field Avenue does not have an Okaloosa County Parcel ID number, but it will be utilized to enable this project. The properties listed above are either owned by the Client or are under contract to purchase. If any sale does not go through, this task order should be revised accordingly.

Task Order Scope of Services

The purpose of Task Order 2022-02 is to authorize Alday-Howell Engineering, Inc. (AHE) to proceed with the professional engineering and consulting services for the development of approximately 1.43 acres into a multifamily affordable housing complex. The complex is anticipated to consist of up to 28 one/two bedroom residential apartments with units evenly distributed on each of the two floors. Phase one of the construction will provide a minimum of 20 residential apartments and phase two will max out the remainder of the developable area. This Task Order will include design for both phases of construction in one set of permit documents. The site is located between the north side of W. Field Avenue and the south side of W. Bowers Avenue. Central sewer services are available via a gravity connection in the area of the project. Water is also available to the parcel. AHE is to prepare plans and calculations necessary to obtain federal, state and local permit approvals for a development order to establish the apartment complex and associated infrastructure

onsite.

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 total cost of the Task Order resulting in final construction plans is \$55,920.00 to be paid from General Fund - G&A Blight Removal. (A/C #001.0311.511.61.00) In an effort to move forward with this project, the City Manager has approved tasks that fall within his spending authority. (Task 1, Task 2, and Surveys which total \$23,920).

RECOMMENDED ACTION

Staff respectfully requests approval of Task 3,4, and 5 of Task Order 2022-02 from Alday-Howell Engineering, Inc. in the amount of \$32,00.00 to complete the requirements of Task Order 2022-02.

Attachments

1. VINEYARD VILLAGE TASK ORDER 2022
2. Boundary and Topo - West Field Ave
3. Figure 1 Conceptual plan
4. Figure 2 Conceptual plan
5. W FIELD AVENUE DEVELOPMENT



TASK ORDER 2022-02

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 11, 2021 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for Design and Permitting of Vineyard Village Apartments between W. Bowers Avenue and W. Field Avenue.

Article A. Purpose

The City of Crestview (CLIENT) has seen significant population growth in recent years and that growth has led to an increased need for affordable housing. The project is located just outside the Community Redevelopment Agency boundary and just outside the Downtown Overlay District, as well. This project is located just one block east of the Crestview Housing Authority apartments along W. Edney Avenue. The parcels that will be developed as part of this project have the following Okaloosa County Parcel ID numbers:

- 17-3N-23-2490-0133-017B
- 17-3N-23-2490-0133-0160
- 17-3N-23-2490-0133-0150
- 17-3N-23-2490-0133-006C
- 17-3N-23-2490-0133-006A
- 17-3N-23-2490-0133-014A
- 17-3N-23-2490-0133-014D
- 17-3N-23-2490-0133-014E
- 17-3N-23-2490-0133-014B
- It should be noted that the alley running between W. Bowers Avenue and W. Field Avenue does not have an Okaloosa County Parcel ID number, but it will be utilized to enable this project.

The properties listed above are either owned by the Client or are under contract to purchase. If any sale does not go through, this task order should be revised accordingly.

Article B. Scope of Services

Introduction

The purpose of Task Order 2022-02 is to authorize Alday-Howell Engineering, Inc. (AHE) to proceed with the professional engineering and consulting services for the development of approximately 1.43 acres into a multifamily affordable housing complex. The complex is anticipated to consist of up to 28 one/two bedroom residential apartments with units evenly distributed on each of the two floors. Phase one of the construction will provide a minimum of 20 residential apartments and phase two will max out the remainder of the developable area. This Task Order will include design for both phases of construction in one set of permit documents. The site is located between the north side of W. Field Avenue and the south side of W. Bowers Avenue. Central sewer services are available via a gravity connection in the area of the project. Water is also available to the parcel. AHE is to prepare plans and calculations necessary to

Mailing Address

Post Office Box 494
Marianna, FL 32447

Marianna Office

3017 Highway 71 North
Marianna, FL 32446
info@aldayhowell.com
Ph: (850) 526-2040
Fax: (850) 526-4740

Crestview Office

4100 S. Ferdon Blvd, Ste B2
Crestview, FL 32536
crestview@aldayhowell.com
Ph: (850) 634-6084



obtain federal, state and local permit approvals for a development order to establish the apartment complex and associated infrastructure onsite.

Figure 1 and Figure 2 attached to this Task Order are two alternative approaches to the proposed development. Figure 1 shows an entrance from W. Bowers Avenue and Figure 2 shows an entrance from W. Field Avenue.

The scope of services provided with this task order is outlined in detail below.

Task 1 – Site Investigations

Site-specific investigations will be required to obtain the field data needed to evaluate site characteristics, design requirements, and potential impacts of the proposed development project.

Geotechnical Exploration

This subtask will be performed by Magnum Engineering, Inc. (MEI) and includes mobilization to the site and preparing a Geotechnical report. MEI will perform the following investigations as part of their analysis:

- Estimate Five (5) 5-feet to 10-feet deep Auger Borings in proposed pavement and stormwater areas
- Estimate One (1) Double Ring Infiltrometer Test (DRI) in proposed stormwater area
- Estimate Five (5) 25-feet deep Standard Penetration Test (SPT) borings in proposed building areas.
- Engineering Evaluation and Report to include Site/Soil Preparation Recommendations, Pavement Recommendations, Foundation Recommendations, and Soil Related information to aid in the design of an effective stormwater system in accordance with ERP and/or local municipal regulations.

Task 2 – Conceptual Plan and Pre-Application Meeting

The intended outcome of this task will be to obtain preliminary design approval from the CLIENT for the affordable housing project. A concept plan will be developed to meet the requirements of the City of Crestview Land Development Code. AHE will attend a pre-application meeting with City of Crestview Community Development Services and all other appropriate parties to review the concept plan and obtain any additional questions that should be addressed in the permit documents, construction plans and specifications.

Under this Task, AHE will deliver the following items:

- Conduct a field review of the site and coordinate with the client and other subcontractors.
- Prepare a concept plan for submittal to Community Development Services in accordance with the City of Crestview submittal requirements for a Development Order. Sheets will include a single page site plan with pertinent planning information. It should be noted that the City of Crestview Community Development Services (CDS) allows the use of the ITE Parking Generation Manual in lieu of the City's parking requirements in the Land Development Code. This approach will be used to reduce the required parking onsite for the development. Based on conversations with CDS, this will not require any additional data or reporting since it is directly from the ITE manual, as allowed by Section 8.06.06 E of the Land Development Code.
- Attend a Pre-Application meeting with City of Crestview Community Development Services.



Task 3 – Detailed Plans and Specifications for Permitting

Upon completion of the Conceptual Approval phases, AHE will provide design services to develop construction plans and detailed technical specifications for the affordable housing project utilizing the *City of Crestview Land Development Code*.

Subtask 3.1- Utility Coordination

Utility Coordination for this project will be conducted by AHE. This coordination will include field meetings with individual utility owners, as needed.

Subtask 3.2 – Permit Submittal

The Permit Submittal package will provide detailed Civil drawings that include a cover sheet, existing conditions plan, demolition/erosion control plan, site paving and striping plan, lighting plan, grading and drainage plan, utility plan with profiles, landscape plan, any special details required and a copy of the draft technical specifications for the project.

- This subtask will also include preparing stormwater calculations and report.
- Prepare and submit for NFWFMD 10-2 self-certification (stormwater permit).
- Prepare gravity sewer connection plans including plan and profiles for a connection to the nearest available manhole.

Subtask 3.3 – Respond to Comments and Plan Revisions

This subtask will include providing responses to comments received from reviewers of the development order submittal and other permit submittals. This will include a written response letter and revisions to the plans based on the comments provided.

The intended outcome of this task will be to obtain construction permits from applicable agencies such as NFWFMD and to obtain a Development Order from the City of Crestview for the planned work by the CLIENT.

Task 4 – Construction Plans and Specifications

Subtask 4.1- Construction Plans and Engineer's Opinion of Probable Construction Cost (EOPCC)

A detailed EOPCC will also be provided at this phase as well as final construction plans and detailed technical specifications.

Under this Task, AHE will deliver all permits required for the construction of the proposed development project.

Task 5 – Services During Construction

AHE will make visits to the site to attend the preconstruction meeting and monthly construction progress meetings as well as make additional visits at key milestones during construction. The schedule of these visits will maximize the purpose of the visit at key points during construction and on an “as-needed” basis. Each site visit will require approximately 1-2 hours, including field observations and report of findings. Anticipated site visits include:

- Preconstruction conference
- Six (6) monthly progress meetings
- Three (3) “as-needed” visits
- Substantial Completion and final punch list visit
- Final Completion visit



Final Inspection

AHE will review the work at the substantial completion and final completion stages. AHE will prepare a final punch list of items requiring completion or correction. AHE will make recommendations to the CLIENT regarding acceptance of the work based on the results of the final inspection.

Optional Tasks – Boundary and Topographic Survey Exploration

This subtask will be performed by Southeastern Surveying and Mapping and includes the following items:

- Perform necessary field work to establish the location of all boundary corners and reset any missing corners for parcel 17-3N-23-2490-0104-0130 and parcel 17-3N-23-2490-0104-0140.
- Perform necessary field work to locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
- Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
- Establish a minimum of two (2) site benchmarks.
- Topographic coverage will be limited to 10-feet beyond property boundary or to opposing right of way boundary, whichever is greater.
- Locate all trees on property to include diameter as measured at chest height and type, as per City of Crestview tree ordinance.

It should be noted that utility owners no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

Assumptions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver the CLIENT a completed set of construction plans and specifications of sufficient detail to obtain a reasonably accurate bid for services to construct the proposed improvements, for the selected contractor to be able to construct the improvements, to assist the CLIENT with the monitoring of the construction of the project, and to provide limited post-construction assistance. Should deviations from these assumptions be required to deliver the services provided in this Scope of Services, the scope of work and compensation shall be modified accordingly and approved by the CLIENT in writing prior to executing the changes to the Scope of Services. The assumptions are as follows:

- The CLIENT will be responsible for providing survey data and utility designations within the proposed project limits and any areas that may need to be surveyed in order to construct the project. An optional service has been included with this Task order if the CLIENT wishes to use AHE's subconsultant for surveying.
- The CLIENT will be responsible for the acquisition of land needed to complete this project. This includes making offers and negotiations with property owners.
- The CLIENT will conduct public awareness campaigns to inform stakeholders of the project and its anticipated construction timelines.
- The CLIENT will pay all permit fees for applications and subsequent reviews
- It is assumed that, aside from the Services During Construction listed in Task 5, the CLIENT will perform all inspection of day-to-day construction activities.



- It is assumed that the CLIENT will be responsible for the advertisement for bids related to the construction of the project and shall qualify the bids received. This shall also include preparation bid documents.

Article C. Compensation Provisions

As compensation for providing the services described in Article B. Scope of Services in this task order, the CLIENT shall pay AHE, in accordance with Section 5 of the Agreement, on a lump sum basis in the total amount of \$40,800. The total lump sum fee for Optional services is \$15,120. These fees will be billed monthly by percent of completion. The estimated breakdown of fees is shown in Table 1 below.

Table 1 – Compensation

Milestone:	Estimated Fee Amount:
Task 1 – Site Investigations	\$6,300
Task 2 – Concept Plan and Pre-Application Meeting	\$2,500
Task 3 – Detailed Plans and Specifications for Permits	\$28,500
Task 4 – Construction Plans and Specifications	\$1,500
Task 5 – Services During Construction	\$2,000
<i>Optional Tasks</i> Boundary and Topographic Survey	\$15,120

Article D. Period of Service

Work will begin upon execution of this task order. A preliminary milestone schedule is shown below. The total estimated timeframe to deliver the final construction plans is 40 weeks from task order execution.

Table 2 – Preliminary Schedule

Milestone:	Estimated Fee Amount:
Task 1 – Site Investigations	8 weeks from NTP
Task 2 – Concept Plan and Pre-Application Meeting	10 weeks from NTP
Task 3 – Detailed Plans and Specifications for Permits	14 weeks from NTP +4 weeks for comment and response period
Task 4 – Construction Plans and Specifications	Immediately upon approval of all permits
Task 5 – Services During Construction	Throughout construction duration
<i>Optional Services</i> Boundary and Topographic Survey	8 weeks from NTP if needed

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2022-02. Communications between the parties and between AHE's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, FL	For Alday-Howell Engineering, Inc.
Name: Wayne Steele	Name: John Feeney, PE
Address: P.O. Drawer 1209 Crestview, FL 32536	Address: 4100 S. Ferdon Boulevard, Suite B2 Crestview, FL 32536
Telephone: (850) 682-6134	Telephone: (850) 634-6084
Email: Steele@cityofcrestview.org	Email: John@aldayhowell.com



Article F. Authorization

Task Order 2022-02 is effective as of _____, 2022	
Accepted for CLIENT by:	Accepted for Alday-Howell Engineering, Inc.
Name: Tim Bolduc	Name: Travis Howell, PE
Title: City Manager	Title: Principal/Vice President



July 26, 2022

VIA EMAIL: john@aldayhowell.com

Mr. John Feeney
Alday-Howell Engineering, Inc
4100 S Ferdon Boulevard, Suite B2
Crestview, Florida 32536
Phone: (850) 634-6084

RE: Boundary & Topo – West Field Avenue

**Parcels: 17-3N-23-2490-0133-017B, 17-3N-23-2490-0133-0050, 17-3N-23-2490-0133-006A, 17-3N-23-2490-0133-006C, 17-3N-23-2490-0133-0150, 17-3N-23-2490-0133-0160, 17-3N-23-2490-0133-014A, 17-3N-23-2490-0133-014D, 17-3N-23-2490-0133-014E, 17-3N-23-2490-0133-014B, Crestview, Florida
Section 17, Township 03 North, Range 23 West, Okaloosa County, Florida**

Dear Mr. Feeney,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide a **Boundary and Topographic Survey** to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Perform necessary field work to establish the location of all boundary corners and reset any missing corners for parcels 17-3N-23-2490-0133-017B, 17-3N-23-2490-0133-0050, 17-3N-23-2490-0133-006B, 17-3N-23-2490-0133-006A, 17-3N-23-2490-0133-006C, 17-3N-23-2490-0133-0150, 17-3N-23-2490-0133-0160, 17-3N-23-2490-0133-014A, 17-3N-23-2490-0133-014D, 17-3N-23-2490-0133-014E and parcel 17-3N-23-2490-0133-014B.
2. Perform necessary field work to locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
4. Establish a minimum of two (2) site benchmarks.
5. Topographic coverage will be limited to 10-feet beyond property boundaries or to opposing right of way boundary, whichever is greater.
6. Locate all trees on property to include diameter as measured at chest height and type, as per City of Crestview tree ordinance.

Utility owners no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase, therefore Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

DELIVERABLE

The final product will be **three (3) certified copies**.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **four (4) weeks** after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Boundary and Topographic Survey	\$15,120.00
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Payment Terms:

Payment is expected within **thirty (30) days** from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Lee Anderson, PSM | PLS
Project Manager, Project Surveyor

LA:cd

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

EXHIBIT “A”

HOURLY RATES

Professional Surveyor & Mapper	\$162.00/per hour
Project Manager (Survey)	\$162.00/per hour
Project Manager (SUE)	\$162.00/per hour
Senior Technician (Survey)	\$122.00/per hour
Senior Technician (SUE)	\$122.00/per hour
CAD Technician	\$108.00/per hour
2 Person Survey Field Crew	\$163.00/per hour
3 Person Survey Field Crew	\$214.00/per hour
4 Person Survey Field Crew	\$265.00/per hour
2 Person SUE Field Crew	\$198.00/per hour
3 Person SUE Field Crew	\$276.00/per hour

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



SITE DATA:

PARCEL ID NUMBERS:
17-3N-23-2490-0133-017B 17-3N-23-2490-0133-0150
17-3N-23-2490-0133-0160 17-3N-23-2490-0133-006A
17-3N-23-2490-0133-006C 17-3N-23-2490-0133-014B
17-3N-23-2490-0133-014A 17-3N-23-2490-0133-014E
17-3N-23-2490-0133-014D

TOTAL SITE AREA: 1.43 AC = 62,494 SF
FUTURE LAND USE: MIXED USE (MU)
ZONING: MIXED USE (MU)

PARKING REQUIREMENTS:
APARTMENT COMPLEX: 2 SPACES PER UNIT
2 SPACES * 28 UNITS = 56 SPACES*

TOTAL PARKING REQUIRED: 56 SPACES*
TOTAL PARKING PROVIDED: 48 SPACES*
*PARKING STUDY IS ANTICIPATED TO LOWER REQUIRED NUMBER OF PARKING SPACES

IMPERVIOUS SURFACE RATIO:
MAXIMUM ALLOWED ISR: 0.80
PROPOSED ISR: 0.62

FLOOR AREA RATIO (FAR):
MAXIMUM ALLOWED FAR: 2.0
PROPOSED FAR: 0.34

OPEN SPACE RATIO:
MINIMUM ALLOWED OSR: 0.20
PROPOSED OSR: 0.33

LANDSCAPE BUFFER DIMENSIONS:
FRONT = 10'
SIDE = 7.5'
REAR = 7.5'

BUILDING SETBACK DIMENSIONS:
FRONT = 20'
SIDE = 7.5'
REAR = 15'

LEGEND:

- PROPOSED BUILDING FOOTPRINT
- LANDSCAPE BUFFER
- PROPOSED CONCRETE
- PROPOSED ASPHALT PAVEMENT
- OPEN SPACE AREA
- BUILDING SETBACK
- PROPOSED PHASE II DEVELOPMENT

Alday-Howell Engineering, Inc.

4100 S. FERDON BLVD, STE B2
CRESTVIEW, FL 32536
PHONE (850) 634-6084 * FAX (850) 526-4740
E-MAIL : info@aldayhowell.com
FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS

DESCRIPTION	INT.	DATE

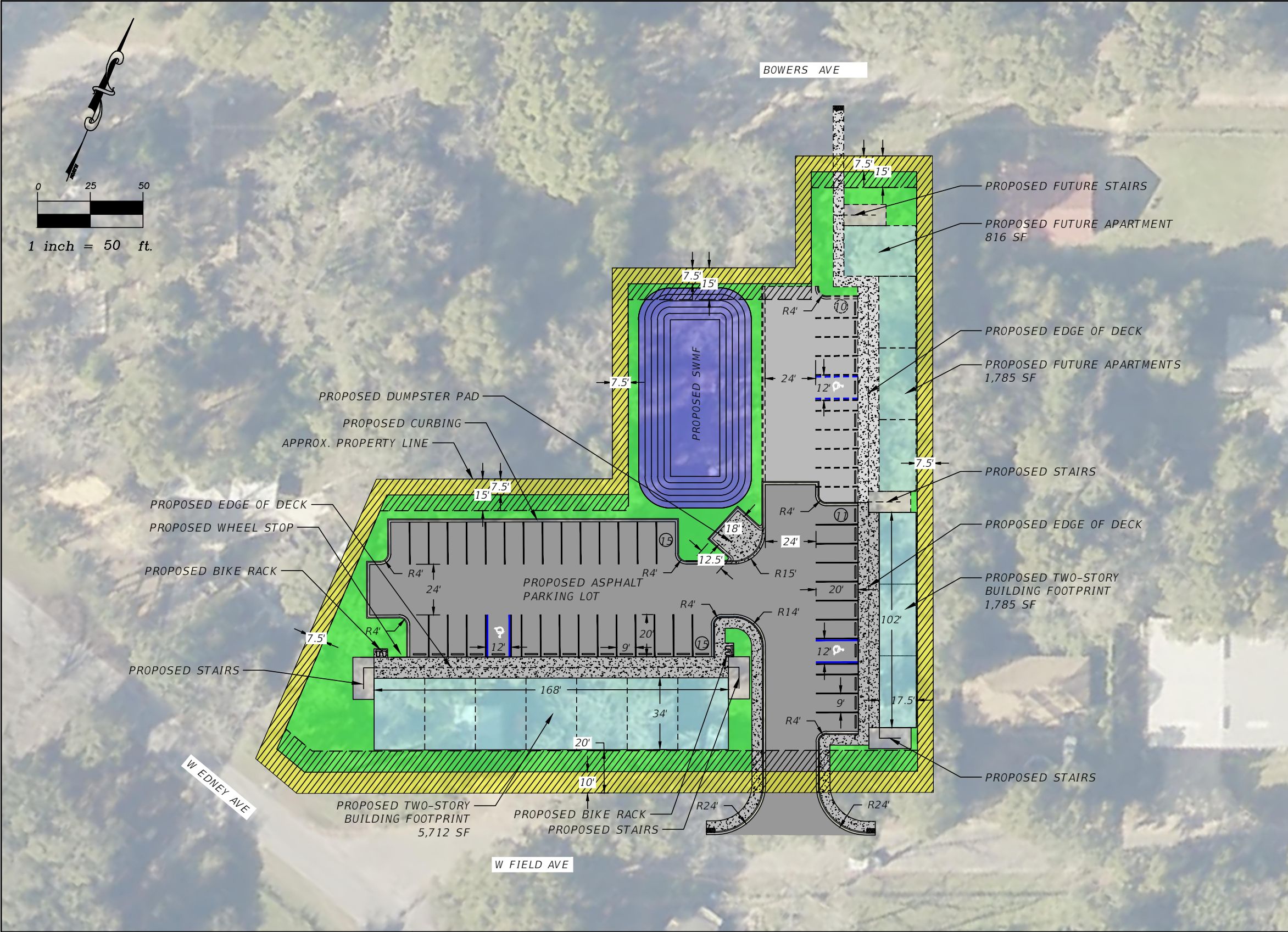
CLIENT :
CITY OF CRESTVIEW

PROJECT :
VINEYARD VILLAGE

SHEET TITLE :
CONCEPTUAL SITE PLAN

T.O. NO. 2022-02
DRAWN BY NMM, NCS
CHECKED BY JSF
DATE 07/20/22
FIGURE 1

NOT VALID UNLESS EMBOSSED



SITE DATA:

PARCEL ID NUMBERS:
17-3N-23-2490-0133-017B 17-3N-23-2490-0133-0150
17-3N-23-2490-0133-0160 17-3N-23-2490-0133-006A
17-3N-23-2490-0133-014A 17-3N-23-2490-0133-006C
17-3N-23-2490-0133-014B 17-3N-23-2490-0133-014E
17-3N-23-2490-0133-014D

TOTAL SITE AREA: 1.43 AC = 62,494 SF
FUTURE LAND USE: MIXED USE (MU)
ZONING: MIXED USE (MU)

PARKING REQUIREMENTS:
APARTMENT COMPLEX: 2 SPACES PER UNIT
2 SPACES * 28 UNITS = 56 SPACES*

TOTAL PARKING REQUIRED: 56 SPACES*
TOTAL PARKING PROVIDED: 51 SPACES*
*PARKING STUDY IS ANTICIPATED TO LOWER REQUIRED NUMBER OF PARKING SPACES

IMPERVIOUS SURFACE RATIO:
MAXIMUM ALLOWED ISR: 0.80
PROPOSED ISR: 0.67

FLOOR AREA RATIO (FAR):
MAXIMUM ALLOWED FAR: 2.0
PROPOSED FAR: 0.32

OPEN SPACE RATIO:
MINIMUM ALLOWED OSR: 0.20
PROPOSED OSR: 0.32

LANDSCAPE BUFFER DIMENSIONS:
FRONT = 10'
SIDE = 7.5'
REAR = 7.5'

BUILDING SETBACK DIMENSIONS:
SIDE = 7.5'
REAR = 15'

- LEGEND:**
- PROPOSED BUILDING FOOTPRINT
 - LANDSCAPE BUFFER
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED ASPHALT PAVEMENT
 - OPEN SPACE AREA
 - BUILDING SETBACK
 - PROPOSED PHASE II DEVELOPMENT

Alday-Howell Engineering, Inc.

4100 S. FERDON BLVD, STE B2
CRESTVIEW, FL 32536
PHONE (850) 634-6084 * FAX (850) 526-4740
E-MAIL : info@aldayhowell.com
FLORIDA CERTIFICATE OF AUTHORIZATION. NO. 26105

REVISIONS

DESCRIPTION	INT.	DATE

CLIENT :
CITY OF CRESTVIEW

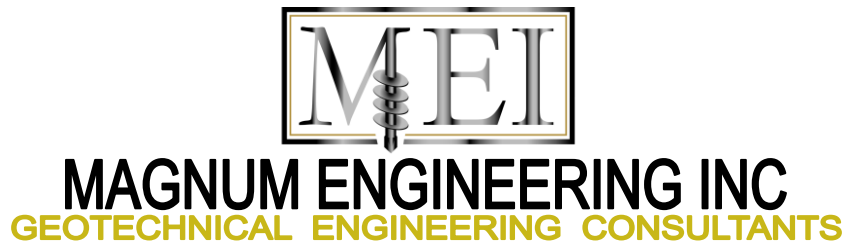
PROJECT :
VINEYARD VILLAGE

SHEET TITLE :
CONCEPTUAL SITE PLAN

T.O. NO. 2022-02
DRAWN BY NMM, NCS
CHECKED BY JSF
DATE 07/20/22

FIGURE 2

NOT VALID UNLESS EMBOSSED



July 17, 2022

Client: Mr. John Feeney, P.E.
Alday-Howell Engineering, Inc.
4100 S. Ferdon Boulevard
Suite B2
Crestview, FL 32536

Project Name & Location: W. Field Avenue Development – Geotechnical Services
Okaloosa County, Florida

Scope of Service:

Mobilization

Estimate Five (5) 5-feet to 10-feet deep Auger Borings in Pavement and Stormwater Areas
Estimate One (1) Double Ring Infiltrometer Test (DRI) in Proposed Stormwater Pond area
Estimate Five (5) 25-feet deep Standard Penetration Test (SPT) borings in proposed building areas.
Engineering Evaluation and Report to include Site/Soil Preparation Recommendations, Pavement Recommendations, Foundation Recommendations, and Soil Related information to aid in the design of an effective stormwater system in accordance with ERP and/or local municipal regulations.

Method of Contract: Lump Sum

Budget Estimate: \$6,300.00

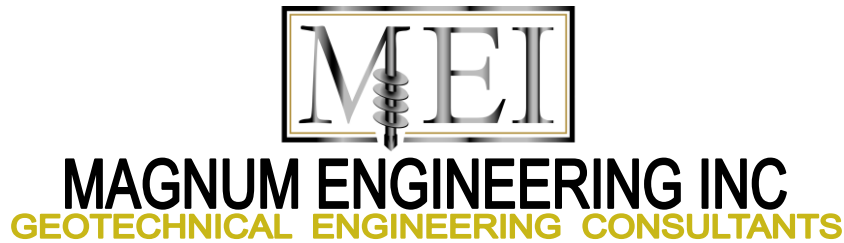
To authorize Magnum Engineering, Inc to provide the above scope of services please sign the attached authorization form where indicated, and return a copy of the signed proposal to us.

Magnum Engineering appreciates the opportunity to provide you with Geotechnical services on this project. Should you have any questions or comments, please call.

Sincerely,
MAGNUM ENGINEERING, INC.

JAMES T. VICKERS, P.E.
Sr. Geotechnical Engineer

Attachments: General Conditions
Authorization Form



GENERAL CONDITIONS

1.0 RIGHT-OF-ENTRY - The client will provide right-of-entry for Magnum Engineering, Inc. and all necessary equipment in order to complete the work. While Magnum Engineering, Inc.. will take precaution to minimize any damage to the property, it is understood by the Client that in the course of work damage may occur, the correction of which is not part of this Agreement.

2.0 DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client will provide the location of underground utilities or obstructions to Magnum Engineering, Inc. who, in the prosecution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Magnum Engineering, Inc. harmless for any damages to subterranean structures which are not called to Magnum Engineering, Inc.'s attention and correctly shown on the plans furnished and will reimburse Magnum Engineering, Inc. for any expenses in connection with any claims or suits including reasonable attorney fees.

3.0 SAMPLE RETENTION - Magnum Engineering, Inc. will retain all soil samples for 30 days. Further storage or transfer of samples can be made at Client's expense upon written authorization.

4.0 STANDARD OF CARE - Service performed by Magnum Engineering, Inc. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

5.0 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Magnum Engineering, Inc. and that the data, interpretations and recommendations of Magnum Engineering, Inc. are based solely on the information available to it. Magnum Engineering, Inc. shall not be responsible for the interpretation by others of information developed.

6.0 ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty shall be binding.

7.0 OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by Magnum Engineering, Inc., as instruments of service, shall remain the property of Magnum Engineering, Inc.

8.0 BASIS OF PAYMENT - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at the maximum rate allowed by law from the date of the invoice until same is paid.

8.1 If the Client fails to make payment due to Magnum Engineering, Inc. for service and/or expenses within 60 days of date of invoice, Magnum Engineering, Inc. may, after giving seven days written notice to the Client, suspend services until all outstanding amounts have been paid to Magnum Engineering, Inc. in full. Further, Magnum Engineering, Inc. may, in addition to withholding services, withhold reports, plans and other documents not paid in full by the Client.

8.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Magnum Engineering, Inc. for expenses in connection with any claims or suits, including reasonable attorneys' fees.

9.0 DISPUTES - In the event that a dispute should arise relating to the performance of services provided under this Agreement, and that dispute results in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

10.0 INDEMNIFICATION - Magnum Engineering, Inc. agrees to hold harmless and indemnify the Client from and against liability arising out of Magnum Engineering, Inc.'s negligent performance of the work. The Client agrees to indemnify and hold Magnum Engineering, Inc. harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Magnum Engineering, Inc. was not solely negligent.

11.0 LIMITATION OF LIABILITY - The Client/Owner agrees to limit Magnum Engineering, Inc. liability for negligent professional acts, errors, or omissions such that the total aggregate liability of Magnum Engineering, Inc. shall not exceed \$50,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractor arising from Magnum Engineering, Inc. negligent professional acts, errors or omissions.

12.0 INSURANCE - Magnum Engineering, Inc. represents and warrants that it and its agents, staff and consultants employed by it are protected by Employer's Liability Insurance in conformance with applicable state laws. Magnum Engineering, Inc. has coverage under public liability and property damage insurance policies. A Certificate of Insurance can be supplied evidencing such coverage upon request.

12.1 Within the limits and conditions of such insurance, Magnum Engineering, Inc. agrees to indemnify and save the Client harmless from and against any loss, damage or liability arising from any negligent acts by Magnum Engineering, Inc. Magnum Engineering, Inc. shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. Magnum Engineering, Inc. shall not be responsible for any loss, damage or liability arising from any acts by the Client, its agents, staff and other consultants employed by it.

12.2 Cost of the above coverage is included in our quoted fees. If additional coverage of increased limits or liability are required, Magnum Engineering, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

13.0 TERMINATION - This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such terminating shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Magnum Engineering, Inc. shall be paid for services performed prior to the termination notice date and shall be reimbursed for reasonable termination expenses.

13.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Magnum Engineering, Inc. may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Magnum Engineering, Inc. in completing such analysis, records and reports.

14.0 ASSIGNS - Neither the Client or Magnum Engineering, Inc. may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party.

Magnum Engineering, Inc.
Geotechnical Engineering Consultants
429 Florida Avenue
Lynn Haven, Florida 32444



AUTHORIZATION FORM

CLIENT: ALDAY-HOWELL ENGINEERING, INC.

PROJECT: W. FIELD AVENUE DEVELOPMENT
GEOTECHNICAL SERVICES

LOCATION: OKALOOSA COUNTY, FLORIDA

DATE: JULY 17, 2022

Our understanding of the scope of work is outlined in the cover letter included herein and the attached General Conditions. The signature below authorizes performance of work in the **amount of \$6,300.00** as described herein and does so on behalf of the Owner of the land in question and warrants he/she has authority to sign on behalf of the Owner.

SIGNATURE:

NAME AND TITLE:

FIRM:
DATE:

NAME OF PROPERTY OWNER:

Invoices should be directed as follows:

FIRM NAME:

ADDRESS:

Person(s) authorized to order work:

NAME:

NAME:

FIRM:

FIRM:

PHONE No.:

PHONE No.:

DISTRIBUTION:

Any distribution in excess of four copies per report will be billed. All reports associated with this project should be distributed as follows:

FI

ADDRESS

1.



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations
DATE: 8/1/2022
SUBJECT: Emergency Purchase of Top Tracer Range Net Extension

BACKGROUND:

The Toptracer Driving Range located at 4927 Antioch Rd Crestview, FL 32536, is part of the Blackwater Golf Course. The Blackwater Golf Range Powered by Toptracer is 240 yards long and 70 yards wide, which includes 14 bays for Toptracer play or the more traditional Golf Driving Range experience. There is 40 ft tall poles with netting used for controlling golf balls on the range. The poles and netting are located at each side and at the back or end of the range.

DISCUSSION:

After opening the Toptracer Range, it was discovered that some players were hitting the ball over the net in areas to the far left and back. Unfortunately, we have received many calls and complaints of balls hitting cars passing by on Antioch Road and balls causing damage to personal property of a resident who lives at 4979 Antioch Road. This home is located just north of the driving range. This seems to happen most frequently at the very back and far left of the range. In an effort to control or stop this from happening, limited flight balls were put in place and are now being used. This effort has helped but hasn't stopped balls from being hit over the net and causing damage to vehicles and property.

To better control and stop balls from being hit over the net, City Staff and Great Life Golf Staff are proposing extending the net height 17 feet as described in the attached quote from Barry Gunn @ South Cover the same company who provided and replaced the original netting before opening the range. This work includes a 17' extension to the existing range poles and net on the back. This will bring the total net height to 57' above grade or ground. This work has an estimation of 7-8 days for installation, a 5 year warranty against defects in workmanship, with 2 weeks' delivery for steel and 3 weeks for netting. This fully installed option costs \$43,275.00

GOALS & OBJECTIVES

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

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

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 is an immediate need for this purchase due to a potential threat to health, welfare or injury. The total cost for materials and installation is \$43,275.00 to be paid from undesignated fund balance.

RECOMMENDED ACTION

Staff respectfully requests approval to waive the competitive bid and to contract with South Cover in the amount of \$43,275.00 to provide materials and labor as described in the attached quote.

Attachments

1. Blackwater Country Club Back of Range Extension and alternates 2022
2. SCityAdmin22072807200



www.southcover.net

21Oak Ridge 770 317 5714 PH

Winder Ga 30680 770 586 0565 FX

southcovernet@gmail.com

QUOTE:fw2022A

Date:6/28/22

Blackwater Country Steel Extensions on Back Range/Blackwater

17' extension to range and replacement of range net on back
This will bring height to 57' above grade

Replace existing net with new range net at 40' height

Add extension of 17' atop of existing poles

Use 3/4" steel bots and batten plate on drilled eye-beams at three points 12" apart

I beam will be 4" x 4" web of .325 or thicker

Cable 5/16" 9100lb test wire rope at bottom top and 40' line

Steel carabiners 450lb test for net attachment 18" on center

80'boom on site and crane truck for setting of beams

Estimate 7-8 days for installation

5 year warranty against defects in workmanship

Please allow 2 weeks for steel and 3 weeks for netting.

City Demoes existing net and trees in back 10' from current net in vertical line to prevent growth into nets.

\$43,275.00 Turnkey

Alternate Quote A

Class 2 Pole

Change class of equipment to larger digger derrick and crane, going from 60' poles in operations to 70' requires an equipment class change

Pull existing poles and replace with wood 70' footer set at same depth

All other materials as above except steel extensions

Add 6 anchors

59' height

City Demoes existing net and trees in back 10' from current net in vertical line to prevent growth into nets.

\$68,357.00

Alternate B

66' height Class 1 pole

\$81,532.00

Poles above 80'+OAL(68'-73' above grade) are very scare at this time but it is an option if the city is flexible on a timeline.

Either quotes does not include demo of old netting

Not responsible for turf damage , South Cover will exercise care but cannot guarantee turf damage will occur.

Regards,

Barry L Gunn President

Wayne Steele

From: Judy Sickle
Sent: Thursday, July 28, 2022 6:58 AM
To: Wayne Steele
Subject: FW: Sonja Fundis (618) 746-6713



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

From: [Crista Shephard](#)
Sent: Tuesday, June 28, 2022 11:06 AM
To: [Judy Sickle](#)
Subject: FW: Sonja Fundis (618) 746-6713

From: Kellee Conner <connerk@cityofcrestview.org>
Sent: Tuesday, June 28, 2022 9:54 AM
To: Tim Bolduc <TimBolduc@cityofcrestview.org>; Wayne Steele <steele@cityofcrestview.org>
Cc: Crista Shephard <shephardc@cityofcrestview.org>
Subject: Sonja Fundis (618) 746-6713

Sonja called for the second time regarding the golf balls that hit her boat. I referred her to Brandon at Blackwater and she said she has spoken with him but he refers her back here. Not sure who this would go to but she would like someone to call her back to assure her that it will be addressed. Thanks so much and have a blessed day!

Wayne Steele

From: Judy Sickle
Sent: Thursday, July 28, 2022 6:56 AM
To: Wayne Steele
Subject: FW: [CAUTION EXTERNAL SENDER] [EXTERNAL]



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

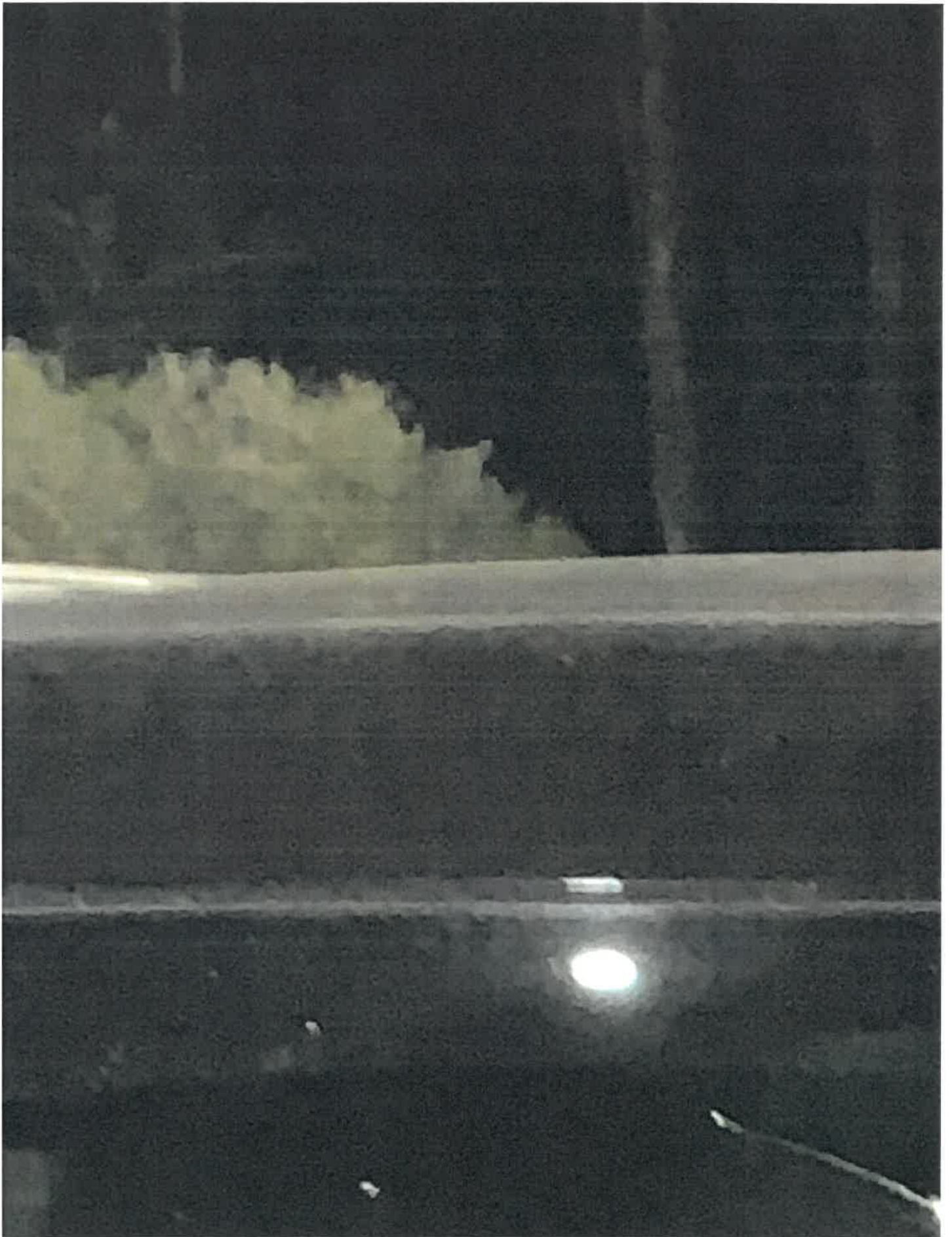
From: Mykal Bailey <mykal.bailey@greatlifegolf.com>
Sent: Friday, April 15, 2022 10:40 PM
To: Tim Bolduc <TimBolduc@cityofcrestview.org>
Cc: Jessica Leavins <leavinsj@cityofcrestview.org>; Brandon Martin <brandon.martin@greatlifegolf.com>
Subject: Fw: [CAUTION EXTERNAL SENDER] [EXTERNAL]

Hey guys. Sorry to say we've had another vehicle get their windshield broken.
Ill attach Pictures and contact info here.
They were pretty shook up but overall handled it okay.
I believe it's a rental car as well, but they are local.

Marissa Weatherly
Phone: 850-281-2366
Email: mkdweatherly@gmail.com

Thanks,

Mykal Bailey
Head Golf Professional
Assistant General Manager



Wayne Steele

From: Judy Sickle
Sent: Thursday, July 28, 2022 6:54 AM
To: Wayne Steele
Subject: FW: Vehicle hit by golf ball
Attachments: IMG_3721.jpg; IMG_3720.jpg



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

From: [Wayne Steele](#)
Sent: Monday, June 27, 2022 5:43 PM
To: [Judy Sickle](#)
Cc: [Tim Bolduc](#); [Jessica Leavins](#)
Subject: Fwd: Vehicle hit by golf ball

Get [Outlook for iOS](#)

From: Brandon Martin <brandon.martin@greatlifegolf.com>
Sent: Monday, June 27, 2022 5:01:12 PM
To: Wayne Steele <steele@cityofcrestview.org>
Subject: [CAUTION EXTERNAL SENDER] Vehicle hit by golf ball

We unfortunately had another vehicle hit by a golf ball driving past the course on Antioch rd. The gentleman was very polite and easy to deal with.

Here is his info :

Robert Phillips
cell - (850) 598-0565



Mykal Bailey
Head Golf Professional
Assistant General Manager
Blackwater Golf Club

On Jul 1, 2022, at 2:11 PM, Mykal Bailey <mykal.bailey@greatlifegolf.com> wrote:

Hey guys. Another vehicle got hit this afternoon at around 12:50 on Antioch.

Information is below:

Black Mercedes
J. Patrick Finley
912-655-5615
4940 Rose Crock Drive
Cunningham, GA, 30040

Anything else you need from us please let us know

Mykal Bailey
Head Golf Professional
Assistant General Manager
Blackwater Golf Club

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



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk, Michael Criddle, Public Services Director
DATE: 8/3/2022
SUBJECT: Blackwater Lift Station Change Order

BACKGROUND:

The Blackwater Golf Course Lift Station Project was approved at the 9/13/2021 Council Meeting. The project is being constructed by Constantine Constructors as approved by council at the 2/28/2022 meeting.

DISCUSSION:

Constantine is installing the sewer force main along Antioch Road for the new lift station. For the Foxwood Estates Water System Conversion Project, the City must install a water line in the same location. To save time and money, we requesting the approval of a change order for Constantine to lay both lines at the same time.

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

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

FINANCIAL IMPACT

The change order is for \$71,987.76 and will be part of the Foxwood Water Conversion Project's #0311 to be funded from water impact fees.

RECOMMENDED ACTION

Staff respectfully requests approval of the change order to keep both the Golf Course and Foxwood Estates projects on schedule.

Attachments

1. Change Order Crestview Water Main Installation



June 21, 2022

Seth Tatman, EIT
Jacobs
25 W. Cedar Street, Suite 350
Pensacola, FL 32502

RE: Project No. D3553000 Blackwater Golf Club Lift Station and Force
Main Project Additional Excavation and Boring for Water Main
Installation

Dear Mr. Tatman:

The City of Crestview requested the following pricing for labor and a
portion of the materials required to install a new 6" water main as
shown in the Foxwood Estates Water System Conversion drawings.

Scope of work and pricing as follows:

• Tapping Saddles, Valves, Fittings, etc. (Fortiline)-	\$ 9,519.79
• Labor & Material for Directional Bore 12" HDPE under Antioch Rd. (Cinch) -	\$ 10,000.00
• Labor & Material for Directional Bore 6" HDPE under Gully Branch. (Cinch) -	\$ 9,000.00
• CCL Labor to excavate and install water main pipe & Appurtenances. Repair Additional Asphalt.-	\$ 34,000.00
• CCL Mark Up (15%)	<u>\$ 9,377.97</u>
Total -	\$ 71,897.76

To secure these prices from our vendors, please approve these costs as
soon as possible.

Should you have any questions, please call me at 850.797.1511



1988 Lewis Turner Blvd.
Unit #3
Fort Walton Beach, FL 32547



850-833-6978



Page 2 of 2
June 20, 2022

Sincerely,
Constantine Constructors, LLC.

Chad Eckhart
Construction Manager

Cc: Dave Marshall/CCL
Kory Carter/ Account Manager

Cinch Underground Inc.

P. O. Box 690
 Chipley, FL 32428 US
 (850)415-6416
 jcookcinchug@gmail.com



Estimate

ADDRESS

David G. Marshall
 Constantine Constructors,
 Inc.
 1988 Lewis Turner Blvd
 Fort Walton Beach, FL
 32547
 United States

ESTIMATE # 3090**DATE** 06/03/2022**EXPIRATION** 07/01/2022**DATE****PROJECT NAME**

Foxwood Estates

ACTIVITY	QTY	RATE	AMOUNT
Directional Bore 12 In. HDPE Directional Bore 12 in. HDPE Casing Under Antioch Rd at Fox Chase Way Estimated 60 LF would utilize 80 LF to meet required Depths 2-12" MJ Adapters If this is a bore under a State Road there will be an adder of \$2000 to cover depth and off-duty law enforcement.	1	8,500.00	8,500.00
Directional Bore 6 in HDPE Directional Bore 6" HDPE Water Line under Gully Branch would require 120 LF to accomplish 2- 6" MJ Adapters	1	7,500.00	7,500.00
HDPE Fusion Fuse 12" HDPE to include MJ Adapters	1	1,500.00	1,500.00
HDPE Fusion Fuse 6" HDPE to include MJ Adapters CINCH will provide the following: Labor Material Equipment MOT for CINCH Crews CINCH will NOT provide the following: Permitting of any kind Survey/Survey AsBuilts Updated 6/20 to reflect 6" waterline instead of 6" SSFM.	1	1,500.00	1,500.00

Thank you for choosing to accept a quote from Cinch Underground Inc.
We look forward to making your project a CINCH Project!

TOTAL **\$19,000.00**

Accepted By

Accepted Date

QUOTE



a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
225710	FORTILINE PANAMA CITY	6203466	5/17/22	1

CUSTOMER	PROJECT INFORMATION
CONSTANTINE CONSTRUCTORS LLC 1988 LEWIS TURNER BLVD UNIT 3 FORT WALTON BEACH, FL 32547	FOXWOOD ESTATES

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****					
20	1	EA	10"X6" TAP		
			10X6 662 TAP SLV 10.73-11.13	552.0000	552.00
30	1	EA	662-10750600-000 SMB		
40	1	EA	6" MJXF GV O/L A2361-19 L/ACC	650.0000	650.00
50	1	EA	461S VB COMP SCREW 18"X24"	55.0000	55.00
			VLV BOX PROTECTOR RING ROUND	25.0000	25.00
			CONCRETE		
60	1	EA	6" FLG KIT FF 1/8" RR 304SS	34.0000	34.00
70	1	EA	6" STAR GRIP PVC W/ACC 4000HDP	72.0000	72.00
Package Sub-total:					1,388.00
100	1	EA	6"X6" TAP		
			6X6 662 TAP SLV 6.59-6.99	523.0000	523.00
			662-06630600-200 SMB		
110	1	EA	6" MJXF GV O/L A2361-19 L/ACC	650.0000	650.00
120	1	EA	461S VB COMP SCREW 18"X24"	55.0000	55.00
130	1	EA	VLV BOX PROTECTOR RING ROUND	25.0000	25.00
			CONCRETE		
140	1	EA	6" FLG KIT FF 1/8" RR 304SS	34.0000	34.00
150	1	EA	6" STAR GRIP PVC W/ACC 4000HDP	72.0000	72.00
Package Sub-total:					1,359.00
170	3		6" CAP		
180	3	EA	6" MJ CAP C153	52.0000	156.00
190	3	EA	6" STAR GRIP PVC W/ACC 4000HDP	72.0000	216.00
Package Sub-total:				124.00	372.00
210	2		6" 45		
220	2	EA	6" MJ 45 C153	103.0000	206.00
230	4	EA	6" STAR GRIP PVC W/ACC 4000HDP	72.0000	288.00
Package Sub-total:				247.00	494.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225710	FOXWOOD ESTATES	6203466	5/17/22	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
250	2		6" TEE		
260	2	EA	6" MJ TEE C153	182.0000	364.00
270	6	EA	6" STAR GRIP PVC W/ACC 4000HDP	72.0000	432.00
Package Sub-total:				398.00	796.00
290	2		6" GATE VALVE		
300	2	EA	6" MJ GV O/L A2361-23 L/ACC	650.0000	1,300.00
310	2	EA	461S VB COMP SCREW 18"X24"	55.0000	110.00
320	2	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	25.0000	50.00
330	4	EA	6" STAR GRIP PVC W/ACC 4000HDP	72.0000	288.00
Package Sub-total:				874.00	1,748.00
360	2	EA	6" EOL HYDRANT		
370	1	EA	6" STAR GRIP PVC W/ACC 4000HDP	72.0000	144.00
380	1	EA	6" MJ GV O/L A2361-23 L/ACC	650.0000	650.00
390	1	EA	461S VB COMP SCREW 18"X24"	55.0000	55.00
		EA	VLV BOX PROTECTOR RING ROUND CONCRETE	25.0000	25.00
400	1	EA	6X13 MJ ANC CPLG SWVXSOL C153	207.0000	207.00
410	3	EA	6" MJ REGULAR ACC LESS GLAND	28.0000	84.00
420	1	EA	5-1/4VO HYD 3'6" 6MJ O/L A423 RED L/ACC A423-502235	1,575.0000	1,575.00
Package Sub-total:					2,740.00
Subtotal:					8,897.00
Tax:					622.79
Bid Total:					9,519.79

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By TMP 5/17/22 18:52:07



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk, Michael Criddle, Public Services Director
DATE: 8/3/2022
SUBJECT: 2022 Street Restriping

BACKGROUND:

Each year Public Services restripes sections of roadways. This year we have 5 areas on the list.

DISCUSSION:

This year we are restriping sections of Wilson St, Industrial Dr, Brookmeade Dr, W Redstone Ave, and E Redstone Ave. We are piggybacking off the County's contract with Emerald Coast Striping.

GOALS & OBJECTIVES

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

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Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This year's list of five roadway sections will cost \$50,909.00 and will come from the street department's annual restriping budget.

RECOMMENDED ACTION

Staff respectfully requests approval of the Restriping Contract Emerald Coast Striping in the amount of \$50,909.00.

Attachments

1. C21-3095-PW (4) county striping contract

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/23/2021

Contract/Lease Control #: C21-3094-PW

Procurement#: ITB PW 41-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: EMERALD COAST STRIPING, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2024 W/2 1 YR RENEWALS

Description of: MISC ROAD STRIPING SERVICES/THERMOPLASTIC & PAINTED
PAVEMENT MARKINGS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>IRB 41-21</u>	Tracking Number: <u>4345-21</u>
Procurement/Contractor/Lessee Name: <u>Emerald Coast Storm</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Misc Rd Shoring Services / Remediastic material</u>	
Date/Term: <u>9-30-24 w/21 years</u>	1. ☒ GREATER THAN \$100,000
Department #: <u>3202</u>	2. ☐ GREATER THAN \$50,000
Account #: <u>546646</u>	3. ☐ \$50,000 OR LESS
Amount: <u>\$277,122.50</u>	
Department: <u>PW</u>	Dept. Monitor Name: <u>Amy</u>

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>White Man</u>	Date: <u>6-9-21</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)	
Approved as written:	Grant Name: _____
<u>No Fedlaw bids</u>	Date: _____
Grants Coordinator	

Risk Management Review	
Approved as written:	Date: <u>6-9-21</u>
<u>See email attached</u>	
Risk Manager or designee	Lisa Price

County Attorney Review	
Approved as written:	Date: <u>6-17-21</u>
<u>see email attached</u>	
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review	
Approved as written:	Date: _____

IT Review (if applicable)	
Approved as written:	Date: _____

DeRita Mason

From: Kerry Parsons
Sent: Thursday, June 17, 2021 3:31 PM
To: DeRita Mason; Robert Vandenbroeck
Cc: Lynn Hoshihara
Subject: Re: Emerald Coast Striping Draft Contract 41-21

This is approved for legal purposes.

Kerry A. Parsons
Chief Assistant County Attorney
Okaloosa County, Florida

From: DeRita Mason
Sent: Thursday, June 17, 2021 3:09:40 PM
To: Robert Vandenbroeck
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: Emerald Coast Striping Draft Contract 41-21

Thank you, Kerry, please let me know if the attached is approved as updated.

DeRita Mason



DeRita Mason, CPPB, NIGP-CFP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

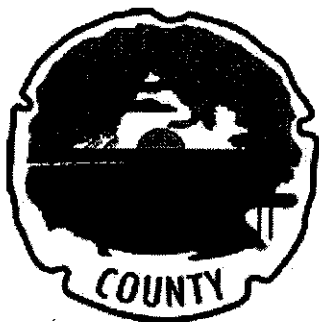
"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

DeRita Mason

From: Lisa Price
Sent: Wednesday, June 9, 2021 1:56 PM
To: DeRita Mason
Subject: RE: Emerald Coast Striping Draft Contract 41-21

This is approved for insurance purposes. The second attachment doesn't have the ins in it, but the 1st does.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

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<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, June 9, 2021 8:53 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: Emerald Coast Striping Draft Contract 41-21

Good morning,
Please review and approve.
Thank you,



Board of County Commissioners Purchasing Department

State of Florida

June 4, 2021

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF AWARD ITB PW 41-21

Okaloosa County would like to thank all businesses that submitted bids to Miscellaneous Road Striping Services/Thermoplastic & Painted Markings. (ITB PW 41-21)

After an in-depth examination of all responses and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract to the following:

Emerald Coast Striping, LLC
1901 N. East Avenue
Panama City, FL 32401

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

A handwritten signature in blue ink, appearing to read "DeRita Mason".

DeRita Mason for Jeffrey Hyde
Purchasing Manager



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Limited Liability Company
EMERALD COAST STRIPING, LLC

Filing Information

Document Number L07000050307
FEI/EIN Number 20-8743994
Date Filed 05/10/2007
State FL
Status ACTIVE

Principal Address

1901 N. East Ave
PANAMA CITY, FL 32405

Changed: 04/18/2014

Mailing Address

1901 N. East Ave
PANAMA CITY, FL 32405

Changed: 04/18/2014

Registered Agent Name & Address

BENSE, ALLAN G
1405 BEACH DRIVE
PANAMA CITY, FL 32401

Name Changed: 09/16/2010

Address Changed: 11/10/2010

Authorized Person(s) Detail

Name & Address

Title MGRM

BENSE, JASON
306 Meadowood Ct.
Lynn Haven, FL 32444

Title MGRM

BENSE, ALLAN

1405 W. BEACH DRIVE
PANAMA CITY, FL 32401

Title Authorized Member

Neville, Patrick J
1230 W. Beach Dr.
Panama City, FL 32401

Title Authorized Member

Gerrell, Eli C
565 East Ivan Rd
Crawfordville, FL 32327

Annual Reports

Report Year	Filed Date
2019	03/20/2019
2020	03/18/2020
2021	03/23/2021

Document Images

03/23/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
02/07/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
05/01/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2011 -- ANNUAL REPORT	View image in PDF format
11/10/2010 -- Reg. Agent Change	View image in PDF format
09/16/2010 -- ANNUAL REPORT	View image in PDF format
05/01/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
05/10/2007 -- Florida Limited Liability	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2021

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

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

PRODUCER Acentria Insurance - Brown Insurance Services 1418 W 23rd Street, #200 Panama City FL 32405	CONTACT NAME: Cory Chandler	
	PHONE (A/C, No, Ext): 850-215-5346 FAX (A/C, No): 850-215-5360	
	E-MAIL ADDRESS: cory.chandler@acentria.com	
INSURED Emerald Coast Striping, LLC 1901 N East Avenue Panama City FL 32405	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Southern-Owners Insurance Company	10190
	INSURER B: Auto-Owners Insurance Company	18988
	INSURER C: Insurance Company of the West	27847
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 984627599 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	78238326	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4997153300	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			4998238200	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WFL503128905	9/22/2020	9/22/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			78241236	12/31/2020	12/31/2021	Leased/Rented Physical Damage \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings RFB Number: RFB PW 57-17 Certificate holder and their respective agents, consultants, servants and employees when required by written contract are included as additional insured on a primary non-contributory basis in respects to the General Liability & Commercial Auto policies. The General Liability policy includes products and completed operations to the additional insureds. Umbrella policy follows underlying policies scheduled on this certificate. Notice of cancellation 30 days - General Liability & Commercial Auto

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479A Old Bethel Rd Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND EMERALD COAST STRIPING, LLC
CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 20th, day of July, 2021, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Emerald Coast Striping, LLC, a Florida Limited Liability Company, whose address is 1901 N. East Avenue, Panama City, FL 32401 authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 20-8743944.

RECITALS

WHEREAS, the County is in need of a contractor to provide Miscellaneous Road Striping Services Thermoplastic & Painted Pavement Markings; and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County obtained written quotes from contractors to perform these Services. A copy of Contractor's proposal is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County per job order based on prices listed in Attachment "A", as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference.

The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Contractor's Proposal;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "D" – Vendors on Scrutinized List

2. Services. Contractor agrees to perform the following services: Miscellaneous Road Striping Services Thermoplastic & Painted Pavement Markings. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor

CONTRACT#: C21-3094-PW
EMERALD COAST STRIPING, LLC
MISC ROAD STRIPING SERVICES/
THERMOPLASTIC & PAINTED PAVEMENT
MARKINGS
EXPIRES: 09/30/2024 W/2 1 YR RENEWALS

will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Timing of work. The contractor will be instructed by the Public Works Department to begin a project, they will be provided the list of previously approved roads to complete in a required amount of time. The pricing will be based on the terms of the contract.

4. Term and Renewal. The contract resulting from this solicitation shall commence on October 1, 2021 and extend through September 24, 2024 to ensure payment of all invoices. The contract may be renewed for two (2) one (1) year renewals upon approval in writing by both parties.

1. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, per job order based on prices listed in Attachment “A”, as further detailed below

- a. Contractor shall submit an invoice to the County upon receipt of invoice following the prompt payment act. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. **Availability of Funds.** The County’s performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

2. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

3. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment “B” attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

4. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

5. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for

the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

6. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

7. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

8. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jason Autrey, Director 1759 S. Ferdon Blvd Crestview, FL 32536 850-689-5772 jautrey@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Aric Bailey-Operations Manager Emerald Coast Striping, LLC 1901 N. East Avenue Panama City, FL 32401 aric@ecstriping.com 850-215-4875	

9. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

10. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

11. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

12. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment “C”.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

13. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

14. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

15. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

16. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

17. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the

provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

18. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

19. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

20. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

21. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against

either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

22. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

23. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

EMERALD COAST STRIPING, LLC:

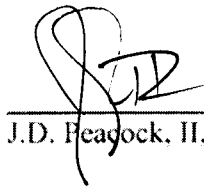


Signature

ARIC Bailey

Printed Name

TITLE: OPERATIONS MANAGER

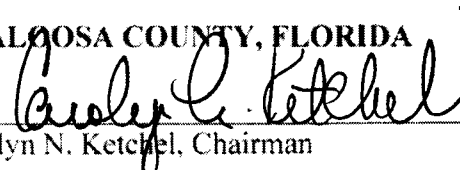


J.D. Peacock, II, Clerk



OKALOOSA COUNTY, FLORIDA

BY:


Carolyn N. Ketchel, Chairman



Attachment “A”

Bid from Vendor



ORIGINAL

INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:
Miscellaneous Road Striping Services/Thermoplastic &
Painted Markings

ITB NUMBER:
ITB PW 41-21

ISSUE DATE:

May 3, 2021

LAST DAY FOR QUESTIONS:

May 14, 2021 3:00 P.M. cst

ITB OPENING DATE & TIME:

May 26, 2021 3:00 P.M. cst

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Emerald Coast Striping, LLC.
MAILING ADDRESS 1901 N. East Avenue
CITY, STATE, ZIP Panama City, FL
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 20-8743994
TELEPHONE NUMBER: 850-215-4875 EXT: _____ FAX: 850-271-4875
EMAIL: aric@ecstriping.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME Aric Bailey
TITLE: operations manager DATE 5/24/2021

NOTICE TO RESPONDENTS

ITB PW 41-21

Miscellaneous Road Striping Services/Thermoplastic & Painted Markings

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) May 26, 2021**, for the **Miscellaneous Road Striping Services/Thermoplastic & Painted Markings**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Bid documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

At **3:00 p.m. CST May 26, 2021** all bids will be submitted will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Miscellaneous Road Striping Services/Thermoplastic & Painted Markings**". The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Purchasing Department** located at 5479A Old Bethel Rd., Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 5479A Old Bethel Rd, Crestview, FL 32536.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Miscellaneous Road Striping Services/Thermoplastic & Painted Markings

ITB PW 41-21

Okaloosa County Purchasing Department

5479A Old Bethel Rd.

Crestview FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
CAROLY N. KETCHEL, CHAIRMAN

BID REQUIREMENTS
ITB PW 42-21
Miscellaneous Road Striping Services/Thermoplastic & Painted Markings

Specifications

The purpose of this document is to secure sealed bids for Miscellaneous Road Striping/Re-Striping Unit Price Contract for Okaloosa County roadways.

1.0 Scope of Work

1.1 The scope of work will include, but not be limited to, all field layout, furnishing all equipment, labor, materials, including maintenance of traffic required to complete an application of pavement markings, either Thermoplastic or Painted, in accordance with accepted 2021 FDOT Road & Bridge Standard Specifications and in substantial conformance with the limits established by Okaloosa County Public Works. There is no annual guarantee of work volume. The contract will not preclude the County from seeking alternate contracts on a case by case basis for new construction and existing facilities. The County reserves the right to award to more than once vendor.

The contract resulting from this solicitation shall commence no earlier than October 1, 2021 and remain in effect until September 30, 2024. This contract may be renewed for two (2) additional one (1) year periods if mutually agreed upon by both parties.

1.2 The contractor shall supply all material including, but not limited to, raised retro-reflective pavement markers and bituminous adhesive, waterborne paint, fast dry solvent paint, glass spheres, sand (anti-slip), and thermoplastic pavement markings. The contractor shall also be responsible for providing all labor, equipment, fuel, traffic control, and placement of signs. All materials shall be listed on the FDOT Qualified Products List (QPL) and meet their respective requirements.

1.3 Okaloosa County will compile a list of roads to be re-striped on an annual basis and submit to the Board of County Commissioners for approval prior to submitting the list to the contractor.

2.0 Painted Pavement Markings

2.1 Equipment: Use Equipment that will produce continuous uniform dimensions of pavement markings of various widths and meet the following requirements:

- a)** Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of paint and capable of following straight lines and making normal curves in a true arc.
- b)** Capable of applying glass spheres to the surface of the completed stripe by an automatic sphere dispenser attached to the striping machine such that the glass spheres are dispensed closely behind the installed line. Use a glass sphere dispenser equipment with an automatic cut-off control that is synchronized with the cut-off of the traffic paint and

applies the glass spheres in a manner such that the spheres appear uniform on the entire pavement markings surface with, 50% to 60% embedment.

c) Capable of spraying the paint to the required thickness and width without thinning of the paint. Equip the paint tank with nozzles equipped with cut-off valves, which will apply broken or skip lines automatically.

2.2 Application

2.2.1 General: Before applying traffic striped and markings, remove any material by method approved by the County that would adversely affect the bond of the traffic stripes.

Apply traffic stripes and markings only to dry surfaces, and when the ambient air and surface temperature is a least 40 degrees Fahrenheit and rising. Do not apply traffic stripes and markings when winds are sufficient to cause spray dust.

Apply traffic stripes and markings, having well defined, edges, over existing pavement markings such that not more than 2 inches on either end and not more than 1 inch on either side is visible.

Mix the paint thoroughly prior to pouring into the painting machine. Apply paint to the pavement by spray or other means approved by the County.

Upon request, conduct field testing in accordance with FDOT FM 5-541 and 5-579. Remove and replace traffic stripes and markings not meeting the requirements of this Section at no additional cost to the County.

2.2.2 Final Surface: Painted pavement markings (final surface) will include two applications of Painted Pavement Markings and one application of retro-reflective pavement markers applied to the final surface. Wait at least 14 days after the first application to apply the second application of Painted Pavement Markings (final surface). Second application must be applied prior to final acceptance of the project (new construction projects only).

Apply all retro-reflective pavement markers meeting the requirements of Section 706 of the FDOT Standards Specifications for Road and Bridge Construction.

2.2.3 Thickness: Apply paint to attain a minimum wet film thickness in accordance with the manufacturer's recommendations.

2.2.4 Retro-reflectivity: Apply white and yellow pavement markings that will attain an initial retro-reflectance of not less than 300 mcd/lx*m2 and not less than 250 mcd/lx*m2, respectively.

The County reserves the right to test the markings within 3 days of receipt of the Contractor's certification. Failure to afford the County opportunity to test the markings will result in non-payment. The test readings should be representative of the Contractor's striping performance. If the retro-reflectivity values measure below values shown above, reapply the striping at no additional cost to the County.

2.2.5 Color: Use paint material that meets the requirements of FDOT Section 971-1.

2.2.6 Glass Spheres: Apply glass spheres on all pavement markings immediately and uniformly following the paint applications. The rate of application shall be based on the manufacturer's recommendation.

2.2.7 Tolerances in Dimensions and in Alignment: Establish tack points at appropriate intervals for use in aligning stripes, and set a string-line from such points to achieve accuracy.

3.0 Dimensions

3.1 Longitudinal Lines: Apply painted skip line segments with no more than +/- 12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of Portland cement concrete pavement.

3.2 Transverse Markings, Gore Markings, Arrows, and Messages: Apply paint in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of +/- 1 inch.

3.3 Alignment: Apply painted stripes that will not deviate more than 1 inch from the string-line on tangents and curves one degree or less. Apply painted stripes that will not deviate more than 2 inches from the string-line on curves greater than one degree. Apply painted edge stripes uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.

Remove and replace at no additional cost to the County traffic stripes that deviate more than the above stated requirements.

3.4 Correction Rates: Make corrections of variations in width at a maximum rate of 10 feet for each .5 inches of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, return to the string-line.

3.5 Contractor's Responsibility for Notification: Notify the County prior to the placement of the materials. Furnish the County with the manufacturer's name and batch numbers of the materials and glass spheres to be used. Ensure that the approved batch numbers appear on the materials and glass spheres packages.

3.6 Protection of Newly Painted Pavement Markings: Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the County.

3.7 Corrections for Deficiencies to Applied Painted Pavement Markings: Reapply a 1.0 mile section centered around any deficiency, at no additional cost to the County.

4.0 Submittals

4.1 Submittal Instructions: Prepare a certification of quantities, using the County's current approved form, for each project in the contract. Submit the certification of quantities and daily worksheets to the County/Project Manager. The County will not pay for any disputed items until the County/Project Manager approves the certification of quantities.

4.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities upon completion of work in the respective location/district, or as directed by the County, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

a) The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

4.3 Method of Measurement: The quantities to be paid for under this Section will be as follows:

- a) The length, in net miles of a 6 inch Solid Traffic Stripe, authorized and acceptably applied.
- b) The total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25% of the traverse distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.
- c) The net length, in fee, of each of all other types of lines and stripes, authorized and acceptably applied.
- d) The number of pavement messages, symbols, and directional arrows, authorized and acceptably applied.
- e) Lump Sum, as specified in FDOT Section 710-4.1.1 when the item for Painted Pavement Markings (final surface) is included in the proposal.

The net length, in feet of dotted and skip striped other than 10-30 and 3-9 will be measured as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations. Unpainted intervals will not be included in pay quantity.

The gross-mile measurement of 10-30 and 3-9 Skip Traffic Stripes will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe, and will include the unpainted intervals. It will not include any lengths of unpainted intervals which, by design or by other intent of the County, are greater than 30 feet.

5.0 Basis of Payment

5.1 General: Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

6.0 Thermoplastic Traffic Stripes and Markings

6.1 Description: Apply new thermoplastic traffic stripes and markings, or refurbish existing thermoplastic traffic stripes and markings, in accordance with the Contract Documents.

All new and refurbished stop lines shall be 12 to 24 inches in width, consist of solid white lines and extend across the full length of the approach lanes to indicate the point at which the stop is intended or required to be made.

Crosswalks shall be longitudinal not less than 6 feet wide as specified by the MUTCD 2009 version. No transverse lines are required. The longitudinal lines shall be 12 to 24 inches in width with gaps of 12 to 60 inches. The design of the lines and gaps should avoid the wheel paths if possible, and the gap between the lines should not exceed 2.5 times the width of the longitudinal lines.

6.2 Materials: Use only thermoplastic materials listed on the FDOT Qualified Products List (QPL).

6.3 Initial or Recapped Stripes and Markings: Use materials meeting the requirements of FDOT Section(s) 971-1 and 971-5.

6.4 Refurbishing Existing Stripes and Markings: Use materials meeting the requirements of FDOT Section(s) 971-1 and 971-5, or 971-6 when specifically in the Contract Documents.

6.5 Preformed Stripes and Markings: Use materials meeting the requirements of FDOT Section(s) 971-1 and 971-7.

6.6 Glass Spheres: Use only glass spheres listed on the Qualified Products List, meeting the requirements of FDOT Section(s) 971-1 and 971-2.

6.7 Sand: Use materials meeting the requirements of FDOT Section 971-5.4.

6.8 Equipment: Use equipment capable of providing continuous uniform heating of striping materials to temperatures exceeding 390°F, mixing and agitation of the material reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the striping material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied. Use equipment which can produce varying width traffic stripes and which meets the following requirements:

- a) Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.
- b) Is capable of applying glass spheres to the surface of the completed stripe by a double drop application for initial traffic striping and marking and a single drop application for recapping and refurbishing. The bead dispenser for the first bead drop shall be attached to the striping machine in such a manner that the beads are dispensed closely behind with the thermoplastic material. The second bead dispenser bead shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first bead drop application. Glass spheres dispensers shall be equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres in a manner such that the spheres appear uniform on the entire traffic stripes and markings surface with, 50 to 60% embedment.
- c) Equipped with a special kettle for uniformly heating and melting the striping material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.
- d) Meet the requirements of the National Fire Protection Association, state, and local authorities.

7.0 Application

7.1 General: Remove existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings by a method approved by the County. Cost for removing conflicting pavement markings during maintenance of traffic operations to be included in Maintenance of Traffic, Lump Sum.

Before applying traffic stripes and markings, remove any material by a method approved by the County that would adversely affect the bond of the traffic stripes. Before applying traffic stripes to any Portland cement concrete surface, apply a primer, sealer or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of Portland cement concrete pavement.

Apply traffic stripes or markings only to dry surfaces, and when the ambient air and surface temperature is at least 50°F and rising for asphalt surfaces and 60°F and rising for concrete surfaces.

Apply striping to the same tolerances in dimensions and in alignment specified in 710-5. When applying traffic stripes and markings over existing markings, ensure that no more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

Apply thermoplastic material to the pavement either by spray, extrusion or other means approved by the County.

Conduct field tests in accordance with FDOT Standards FM 5-541 and 5-579. Remove and replace traffic stripes and markings not meeting the requirements of this Section at no additional cost to the County.

7.2 Preformed Thermoplastic: Apply markings only to dry surfaces and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for pre-heating.

8.0 Thickness:

8.1 Initial or Recapped Stripes and Markings: Apply or recap traffic stripes or markings such that, before application of drop-on glass spheres, all lane lines, center lines, transverse markings and traffic stripes and markings within traffic wearing areas (such as dotted turning guide lines), will have a thickness of 0.10 to 0.15 inch when measured above the pavement surface at the edge of the traffic stripe or marking.

Also, all gore, island, and diagonal stripe markings, bike lane symbols and messages, wherever located, will have a thickness of 0.09 to 0.12 inch when measured above the pavement surface at the edge of the traffic stripe or marking.

8.2 Refurbishing Existing Traffic Stripes and Markings: Apply a minimum of 0.06 inch of thermoplastic material. Ensure that the combination of the existing stripe and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch for all lines.

8.3 Retro-reflectivity: Apply white and yellow traffic stripes and markings that will attain an initial retro-reflectivity of not less than 450 mcd/lx·m² and not less than 350 mcd/lx·m², respectively for all longitudinal lines. All transverse lines, messages and arrows will attain an initial retro-reflectivity of not less than 300 mcd/lx·m² and 250 mcd/lx·m² for white and yellow respectively. All pedestrian crosswalks, bike lane symbols or messages in a proposed bike lane shall attain an initial retro-reflectivity of not less than 275 mcd/lx·m².

The County reserves the right to test the markings within three days of receipt of the Contractor's certification. The test readings should be representative of the Contractor's striping performance. If the retro-reflectivity values measure below values shown above, the striping will be removed and reapplied at the Contractor's expense.

9.0 Glass Spheres:

9.1 Longitudinal Lines: For initial traffic striping and marking, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres. For refurbishing, apply a single drop of Type 3 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

9.2 Transverse Stripes and Markings: Apply a single drop of Type 1 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

Apply a mixture consisting of 50% glass spheres and 50% sharp silica sand to all thermoplastic pedestrian crosswalk lines and bike lane symbols at the rates determined by the manufacturer's recommendations.

9.3 Preformed Markings: These markings are factory supplied with glass spheres and skid resistant material. No additional glass spheres or skid resistant material should be applied during installation.

9.4 Contractor's Responsibility for Notification

Notify the County prior to the placement of the thermoplastic materials. Furnish the County with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

9.5 Protection of Newly Applied Traffic Stripes and Markings

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the County.

10.0 Observation Period

Pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

The pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, and poor adhesion to the pavement, loss of reflectivity or vehicular damage. The County reserves the right to check the color and retro-reflectivity any time prior to the end of the observation period.

Replace, at no additional expense to the County, any pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

11.0 Corrections for Deficiencies

Recapping applies to conditions where additional striping material is applied to new or refurbished traffic stripes or markings to correct a deficiency. Recap a 1.0 mile section centered around the deficiency with additional striping material or by complete removal and reapplication at no additional cost to the County.

If recapping will result in a thickness exceeding the maximum allowed, the traffic stripes or markings will be removed and reapplied.

12.0 Method of Measurement

12.1 General: The quantities to be paid for under this Section will be as follows:

- a) The length, in net miles, of 6 inch Solid Traffic Stripe, authorized and acceptably applied.
- b) The total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25% of the traverse distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.
- c) The net length, in feet, of all other types of lines and stripes, authorized and acceptably applied.
- d) The area, in square feet, of Removal of Existing Pavement Markings, acceptably removed.
- e) The number of pavement messages, symbols and directional arrows, authorized and acceptably applied.

12.2 Certification of Quantities Submittal Instructions: Prepare a certification of quantities, using the County's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the County. The County will not pay for any disputed items until the County approves the certification of quantities.

Request payment by submitting a certification of quantities upon completion of work in the respective location/district, or as directed by the County, based on the amount of work done or completed. Ensure the quantities consist of the following:

- a) The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

13.0 Basis of Payment

Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual

Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

- | | | |
|----|---------------------------------|--|
| 2. | Business Automobile | \$1,000,000 each accident
(A combined single limit) |
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property Damage
\$1,000,000 each occurrence Products
and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be

disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** - – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final. The County reserves the right to award to multiple vendors.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

15. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 101 E. James Lee Blvd., Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of

the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- 19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

- 20. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

- 21. CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- 22. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

- 23. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

24. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

26. FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

27. AUDIT - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

29. NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

30. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of

such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

32. AUTHORITY TO PIGGYBACK – All respondents submitting a response to this Request for Bid agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept this proposal and make and award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of the ITB. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

33. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Company Data
- H. System of Awards Management
- I. Addendum Acknowledgement
- J. Bid Sheet
- K. Anti-Collusion Statement
- L. Prohibition to Lobbying
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies List
- O. References
- P. Certificate of Good Standing for State of Florida-see above*

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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 quote 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 quote, 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, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in 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 firm complies fully with the above requirements.

DATE: 5/24/2020

SIGNATURE: Ar RC

COMPANY: Emerald Coast Striping NAME: Aric Bailey
(Typed or Printed)

ADDRESS: 1901 N. East Ave.

Panama City, FL

32405

TITLE: Operations manager

E-MAIL: aric@ecstriping.com

PHONE #: 850-215-4875

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: X

NAME(S)

POSITION(S)

FIRM NAME: Emerald Coast Striping, LLC.

BY (PRINTED): Aric Bailey

BY
(SIGNATURE): 

TITLE: Operations manager

ADDRESS: 1901 N. East Avenue PC, FL 32405

PHONE NO.: 850-215-4875

E-MAIL: aric@ecstriping.com

DATE: 5/24/2021

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the 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; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 5/24/2021

SIGNATURE: 

COMPANY: Emerald Coast Striping

NAME: Aric Bailey

ADDRESS: 1901 N. East Ave.

TITLE: operations manager

Panama City, FL 32405

E-MAIL: Aric@ecstriping.com

PHONE NO.: 850-215-4875

CONE OF SILENCE

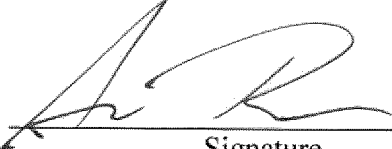
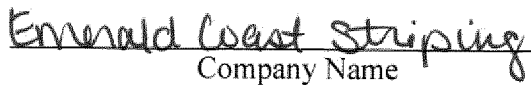
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing 
Signature Company Name

On this 24th day of May 2021, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin X or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No X

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No X

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Proposer: Emerald Coast Striping, LLC.

E-Mail: aric@ecstriping.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, 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 Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Emerald Coast Striping, LLC.
Respondent's Company Name


Authorized Signature – Manual

1901 N. EAST AVE., P.O. Box 32405
Physical Address

Aric Bailey
Authorized Signature – Typed

Same
Mailing Address

Operations manager
Title

850-215-4875
Phone Number

850-271-4875
FAX Number

850-867-3750
Cellular Number

850-867-3750
After-Hours Number(s)

5/24/2021
Date

aric@ecstriping.com
Email

COMPANY DATA

Respondent's Company Name: Emerald Coast Striping, LLC.

Physical Address & Phone #:

1901 N. East Avenue

Panama City, FL 32405

850.215.4875

Contact Person (Typed-Printed): Aric Bailey

Phone #: 850.215.4875

Cell #: 850.867.3750

Email: aric@ecstriping.com

Federal ID or SS #: 20-8743994

Respondent's License #: N/A

Respondent's DUNS #: 015532073

Fax #: 850.271.4875

Emergency #'s After Hours,
Weekends & Holidays: 850.867-3750

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Emerald Coast Striping, LLC.
Entity Address: 1901 N. East Ave. Panama City, FL 32405
Duns Number: 015532073
CAGE Code: N/A

ADDENDUM ACKNOWLEDGEMENT
ITB PW 41-21

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID RESPONSE
ITB PW 41-21
Miscellaneous Road Striping Services
Thermoplastic & Painted Pavement Markings

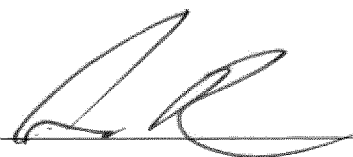
Item No. 710	Painted Pavement Markings			
Estimated Quantities	Unit	Pay Item Description	Unit price	Total Price
102	Per net mile	Traffic Stripes, Solid	700.00	71,400.00
255	Per foot	Traffic Stripes, solid	1.50	382.50
14	Per gross mile	Traffic Stripes, Skip	700.00	9,800.00
10	Per foot	Traffic Stripes, Skip	1.00	10.00
5	Ea	Messages	80.00	400.00
1	Ea	Arrows	80.00	80.00
5	Per foot	Yield Markings	10.00	50.00
50	Each	Raised Pavement Markers (reflective pavement markers)	7.00	350.00

****Quantiles are based on estimated numbers from previous years****

Item No. 711	Thermoplastic			
Estimated Quantities	Unit	Pay Item Description	Unit price	Total Price
61	Per net mile	Traffic Stripes, Solid	2950. ⁰⁰	179950. ⁰⁰
36	Per foot	Traffic Stripes, Solid	3. ⁰⁰	108. ⁰⁰
4	Per gross mile	Traffic Stripes, Skip	2750	11,000. ⁰⁰
10	Per foot	Dotted/Guideline	2. ⁰⁰	20. ⁰⁰
3	Ea	Messages	250. ⁰⁰	750. ⁰⁰
5	Ea	Arrows	125. ⁰⁰	625. ⁰⁰
56	Per foot	Yield Markings	12. ⁰⁰	672. ⁰⁰
6	Per foot of material installed	Crosswalk	25. ⁰⁰	150. ⁰⁰
275	Per square foot	Thermoplastic, Remove	5. ⁰⁰	1,375. ⁰⁰

****Quantiles are based on estimated numbers from previous years****

Total Bid Price: \$ 277,122.50

Submitted:  Date Submitted: 5/24/2021

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials.** Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

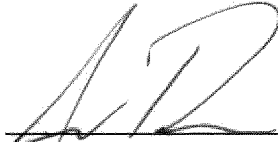
Emerald Coast Striping, LLC.
Respondent's Company Name

1901 N. East Avenue
Address

Panama City, FL 32405
City/State/Zip

850.215.4875
Phone #

20-8743994
Federal ID # or SS #


Authorized Signature – Manual

Aric Bailey
Authorized Signature – Typed

operations m
Title

850.271-4875
Fax #

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Emerald Coast Striping, LLC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Aric Bailey-operations manager
Name and Title of Contractor's Authorized Official

5/24/2021 Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

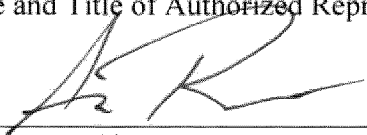
**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative



Signature

Eric Bailey

5/24/2021
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 5/24/2021

SIGNATURE: 

COMPANY: Emerald Coast Striping

NAME: Anic Bailey
(Typed or Printed)

ADDRESS: 1901 N. East Ave.

TITLE: operations manager

Panama City, FL 32405

E-MAIL: anic@ecstriping.com

PHONE NO.: 850-215-4875

LIST OF REFERENCES

1. Owner's Name and Address: Anderson Columbia
2316 FL-71 Marianna, FL 32448
Contact Person: Kevin Buchanan Telephone # (850) 209-9076
Email: Kevin.bucanan@andersoncolumbia.com
2. Owner's Name and Address: Royal American
1002 W. 23rd St. #300 Panama City, FL 32405
Contact Person: Steve Summerbell Telephone # (850) 596-0601
Email: Steve.Summerbell@royalamerican.com
3. Owner's Name and Address: GCUC
13938 FL-77 Panama City, FL 32409
Contact Person: Chris Corbin Telephone # (850) 596-0457
Email: Chris.corbin@gcuc.net
4. Owner's Name and Address: GAC Contractors
4116 Hwy 231 n. Panama City, FL 32404
Contact Person: John Pollman Telephone # (850) 527-5640
Email: jpollman@gaccontractors.com
5. Owner's Name and Address: CW Roberts
11603 Bay Avenue Panama City, FL 32405
Contract Person: Billy Powell Telephone # (850) 527-5299
Email: bpowell@cwrccontracting.com

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to

initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Attachment “B”
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of

OKALOOSA COUNTY

this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

OKALOOSA COUNTY

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.

OKALOOSA COUNTY

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

OKALOOSA COUNTY

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

OKALOOSA COUNTY

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Attachment "D"
Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Emerald Coast Striping, LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 6/30/2021 SIGNATURE: 
COMPANY: EMERALD COAST STRIPING NAME: Aric Bailey
(Typed or Printed)
ADDRESS: 1901 N. EAST AVE TITLE: OPERATIONS MANAGER
PANAMA CITY, FL E-MAIL: aric@ecstriping.com
32405
PHONE NO.: 858 - 215 - 4875

ITB PW 41-21
MISCELLANEOUS ROAD STRIPING SERVICES
THERMOPLASTIC & PAINTED PAVEMENT MARKINGS

Vendor	Total Bid Price
Emerald Coast Striping	\$ 277,122 ⁵⁰ _—
Gulf Coast Traffic Eng	\$ 301,310 ⁰⁰ _—
TRP Construction Group	\$ 338,672 ²⁵ _—

Submitted by: Angela Ethridge
Date: 5-26-21



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk, Michael Criddle, Public Services Director
DATE: 8/3/2022
SUBJECT: 2022 Sewer Root Control Contract

BACKGROUND:

The City's sewer department must repair sewer lines when roots grow through them and cause blockages. We do not have the equipment to perform the repairs for all blockages, so this service is contracted out.

DISCUSSION:

We have used Dukes in the past for root blockage removal services. The City of Fort Walton has a current contract with Dukes. We will piggyback off their contract to have Dukes be the City's Sewer Root Control contractor.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The contract does not have an overall price. If no lines are repaired, the contract costs nothing. Otherwise, the contract is priced per linear foot and per manhole. This causes the price of these services to be variable year to year as blockages occur. Funding is available in the sewer division budget.

RECOMMENDED ACTION

Staff respectfully requests approval to piggyback off of the City of Fort Walton's contract with Duke's Root Control, Inc. for sewer root control.

Attachments

1. Sec 06 - Contract - FINAL; FULLY EXECUTED thur 09 30 2021 (003)
2. 20200420115415(M4167)

3. Sec 06 - Contract - Amend1 - Dukes Root Control - FULLY SIGNED
4. Crestview, FL 05062022

Scanned
6/22/2020

**CONTRACT FOR THE CITY OF FORT WALTON BEACH
SEWER CHEMICAL ROOT CONTROL
(ITB #20-010)**

This Contract, made on the 15th day of June, 2020, between the City of Fort Walton Beach, ("City") a Florida municipality with its principal place of business at 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548, and Dukes Root Control, Inc. ("Contractor") a New York corporation, with its principal place of business in New York, at 1020 Hiawatha Blvd W, Syracuse, NY 13204.

1. Intent and Term

1.1 The purpose of the project specified herein is to procure an annual contract to apply a chemical root control agent to sanitary sewer and stormwater mains, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots or creating a public health or environmental hazard.

1.2 The term for this contract will be for an initial one (1) year period, from October 1, 2020 thru September 30, 2021, with options to renew for four (4) additional one (1) year periods at the mutual agreement of both parties.

2. Scope

Contractor will perform services as specified in the Invitation to Bid #20-010 ("ITB"), dated March 17, 2020 (Exhibit "A") and Contractor's Bid dated April 20, 2020 (Exhibit "B") and any amendments to those documents as agreed by the parties and pursuant to this Contract. Each document stated and any amendment is incorporated in and specifically made a part of this Contract by reference.

3. Place of Work

Contractor's work will be rendered within the city limits of Fort Walton Beach, Okaloosa County, Florida.

4. Commencement

The work on this Contract shall be on an "As Needed Basis". The work shall be completed within thirty (30) calendar days of the date of any Purchase Order issued.

5. Contract Price & Payment

5.1 The Contract price is a sum not-to-exceed price of \$13,8300.00 annually for services requested.

5.2 City will pay Contractor monthly as the work proceeds for work accomplished that meets the standards of quality established under the Contract and as approved by the City.

5.3 Invoices will be paid within forty-five (45) days of receipt by the City. All invoices shall be directed to **Accounts Payable Division, City of Fort**

Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548.

- 5.4 All invoices must clearly indicate the City contract number and name: "FWB20-010, Sewer Chemical Root Control."

6. **Time of Essence**

- 6.1 The parties understand and agree that time is of the essence in the performance of this Contract.

- 6.2 The parties acknowledge and agree that there shall be no claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. The Contractor shall not be entitled to an increase in the Contract sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever.

7. **Correction of Work**

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

8. **Safety Measures**

- 8.1 The Contractor shall take all necessary precautions for the safety of the City and Contractor's employees on the Work site and shall erect and properly maintain at all times all necessary safeguards for the protection of the Workers, and the public.

- 8.2 The Contractor shall post signs warning against hazards in and around any Work site.

9. **Termination of Contract for Convenience**

The City may terminate this Contract at its convenience with 30 days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all services which cannot be cancelled and were completed prior to the effective date of termination and other reasonable costs associated with the termination and expected from the provisions of the Contract and referenced documents.

10. **Termination for Default.** The City may terminate all or any part of an award resulting from ITB 20-010, by giving notice of default to the Contractor, if the Contractor:

- 10.1 Refuses or fails to deliver the goods or services within the time specified,
10.2 Fails to comply with any of the provisions of this contract or so fails to make progress as to endanger performance hereunder, or,

- 10.3 Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.

In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

11. Indemnification

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City from any amounts, including reasonable attorney's fees and costs up to and for trial and appeal, for which the City may become legally obligated to pay as damages for negligent acts, errors, and/or omissions of the Contractor arising out of the Contractor's performance under this Contract.

12. Independent Contractor Status & Indemnity

At all times the Contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

13. Insurance and Bonds

Contractor shall provide evidence of insurance coverage, and performance bond pursuant to the provisions of the General Conditions listed in the ITB.

14. Additional or Extra Work

14.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of this Contract, or added work necessary to meet the performance goals under this Contract.

14.2 "Extra work" shall be defined as work not required under the scope of work of this Contract, is something done or furnished beyond the Contract's requirements, and is entirely outside and independent of the Contract and not contemplated by it.

14.3 "Change order" shall be defined as a written instrument prepared by and signed by the City and Contractor, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the Contract price, and the adjustment, if any, to the Contract completion time.

14.4 No claim for additional or extra work will be considered or paid by the City unless a request for change order is first submitted in writing by the Contractor and authorized by the City as a change order.

14.5 The City Manager, may request and approve change orders to the scope of this Contract consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Contract price.

14.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Contract price.

14.7 All change orders shall be considered a written addendum to this Contract.

15. Miscellaneous Provisions

15.1 Assignment - Assignment of this Contract shall not be made without advance written consent of the City.

15.2 Compliance with Law
The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.

15.3 Piggyback Clause
The Florida Interlocal Cooperation Act of 1969 allows public agencies to engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Contractor thus agrees to extend the same terms, conditions and pricing to other qualified government agencies within the State of Florida.

15.4 Modifications
No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City Manager or his designee.

15.5 Permits, Licenses

15.5.1 The Contractor is to procure all permits, licenses, and certifications, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the scope of work under this Contract.

15.5.2 Contractor must obtain a business tax receipt from the City of Fort Walton Beach, if required, and otherwise provide sufficient proof of a county business tax receipt and appropriate contractor's license.

15.6 Work Site Conditions

The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an area or waste site as designated by the City. If the Contractor fails to clean up the work site after five (5) days notice by the City, the City may complete the clean up and charge the Contractor for the costs of such clean up.

15.7 Liability for Losses

Contractor shall provide for the storage of all materials, tools, equipment and consumables to be used for the project, and the methods of storage must be consistent with the City's Code and zoning provisions. Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, held in storage or left on City property by the Contractor.

16. Title and Risk of Loss

The title and risk of loss to the work shall pass from the Contractor to the City upon the City's final acceptance of the work.

17. Florida Law Applies & Venue

The parties acknowledge and agree that this Contract shall be construed pursuant to the laws of the State of Florida and that the venue for any action related to this Contract lies within Okaloosa County, Florida.

18. Sovereign Immunity

Nothing in this agreement is intended to nor shall be construed to waive the City's rights and immunities under the Florida Constitution, common law, or Section 768.28, Fla. Stat.

19. Conflicts, Severability

If there is a conflict in the terms or provisions of this Contract and any of the referenced documents, the following shall be the order of precedence from most controlling document to least controlling document: a) this Contract; b) the Request for Proposal; and c) Contractor's Bid. If there is a conflict in the terms or provisions, all non-conflicting portions of the terms or provisions of the less controlling documents shall remain enforceable.

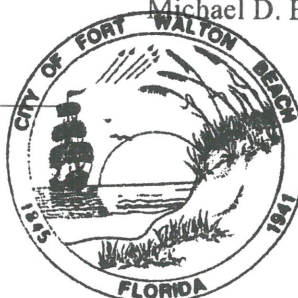
Executed on the 18th day of June, 2020.

CITY OF FORT WALTON BEACH, FLORIDA

Date: 6/18/2020

By: [Signature]
Michael D. Beedie P.E., City Manager

Attest: [Signature]



CONTRACTOR:

Dukes Root Control, Inc.
1020 Hiawatha Blvd West
Syracuse, NY 13204

By: [Signature]Its: vice president

and

By: [Signature]Its: SecretaryState of New YorkCounty of OnondagaThe foregoing instrument was acknowledged before me on the 18th day ofJune, 2020 by means of ✓ physical presence or onlineNotarization by Braden Boyko and Lynn Heffron
(Name of Person Acknowledging) (Name of Person Acknowledging)in their representative capacity as Vice President and
(TITLE)Secretary of the Operator, who both are
(TITLE) is personally known to me, or has produced as identification.
(TYPE OF IDENTIFICATION)

[Signature: Sonya Battilana]
Notary Public

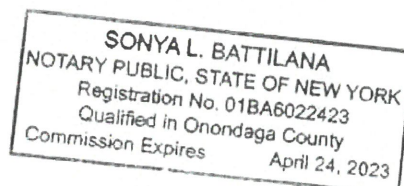


EXHIBIT "A"
ITB 20-010 – Sewer Chemical Root Control
Bid Document

EXHIBIT "B"
CONTRACTOR'S BID
Dated 04-20-2020

SECTION I:**REQUIRED FORMS****SECTION 1.1****COVER SHEET****ITB TITLE: SEWER CHEMICAL ROOT CONTROL****ISSUE DATE: 03/17/2020****BID NO: ITB 20-010*****This completed form must appear as the top sheet for all bids submitted.*****NO BID BOND REQUIRED FOR THIS BID****Total Amount of bid or Base bid \$ 13,830.00****INDICATE METHOD OF BID BOND FURNISHED BELOW**

Amount of bid Bond	(5%)	\$ <u>N/A</u>
Amount of Cashier's Check	(5%)	\$ <u>N/A</u>
Amount of Certified Check	(5%)	\$ <u>N/A</u>

All Items bid? Yes ☒ No ☐**Submitted by:****DUKE'S ROOT CONTROL , INC**
NAME OF BUSINESS**1020 HIAWATHA BLVD W**
MAILING ADDRESS**SYRACUSE, NY 13204**
CITY, STATE, ZIP CODE**(315) 472-4781**
TELEPHONE NUMBER**BY: **
SIGNATURE**BRADEN BOYKO - VICE PRESIDENT**
NAME & TITLE (type or print)**braden@dukes.com**
EMAIL ADDRESS**(315) 475-4203**
FAX NUMBER

SECTION 1.2 BIDDER'S CERTIFICATION – ITB 20-010

I have carefully examined the Invitation to Bid (ITB), 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 Fort Walton Beach 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.

DUKE'S ROOT CONTROL, INC
NAME OF BUSINESS
BY: 
Signature

BRADEN BOYKO - VICE PRESIDENT
NAME & TITLE (type or print)

1020 HIAWATHA BLVD W
MAILING ADDRESS

SYRACUSE, NY 13204
CITY, STATE, ZIP CODE

(315) 472-4781
TELEPHONE NUMBER

(315) 475-4203
FAX NUMBER

braden@dukes.com
EMAIL ADDRESS

4/20/20
DATE

SECTION 1.3 ADDENDUM PAGE – ITB 20-010

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

Addendum No. <u>N/A</u>	Dated _____
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.

DUKE'S ROOT CONTROL , INC
NAME OF BUSINESS
BY: 
Signature
BRADEN BOYKO - VICE PRESIDENT
NAME & TITLE (type or print)
1020 HIAWATHA BLVD W
MAILING ADDRESS
SYRACUSE, NY 13204
CITY, STATE, ZIP CODE
(315) 472-4781
TELEPHONE NUMBER
(315) 475-4203
FAX NUMBER
4/20/20
DATE

SECTION 1.4 REFERENCES ITB 20-010**REGARDING PROPOSER / BIDDER: DUKE'S ROOT CONTROL, INC**

All references shall be for similar product that has been delivered within the last five (5) years.

The Contractor shall submit municipal references for chemical sewer root control work, which the City can verify. Each reference shall be for root control work actually performed by the Bidder (subcontractor references are not acceptable). Reference work shall have been performed with the manner of application specified herein. Similar work performed in the State of Florida is preferred. Any work performed by subcontractors for the Contractor will not be considered.

Owner/Agency:	MACON WATER AUTHORITY	
Address:	790 SECOND STREET	
City, State, Zip	MACON, GA 31202	
Contact/Phone:	DARRYL MACY	(478) 464-5673
Footage Treated:	815,894	
Date of Treatment:	AUGUST 2016 - MARCH 2020	

Owner/Agency:	CITY OF LAKE LAND	
Address:	1825 GLENDALE STREET	
City, State, Zip	LAKE LAND, FL 33803	
Contact/Phone:	RICK RUEDE	(863) 834-8277
Footage Treated:	84,612	
Date of Treatment:	SEPTEMBER 2016 - MAY 2019	

Owner/Agency:	CITY OF FORT WALTON BEACH	
Address:	107 SW MIRACLE STRIP PARKWAY	
City, State, Zip	FORT WALTON BEACH, FL 32548	
Contact/Phone:	JOE COKER	(850) 833-9617
Footage Treated:	30,226	
Date of Treatment:	AUGUST 2016 - JUNE 2019	

Owner/Agency:	COUNTY OF AUGUSTA-RICHMOND	
Address:	1840 WYLDs ROAD	
City, State, Zip	AUGUSTA, GA 30909	
Contact/Phone:	KELSEY HENDERSON	(706) 842-3065
Footage Treated:	462,572	
Date of Treatment:	JULY 2016 - MARCH 2019	

TOTAL FOOTAGE TREATED: 1,393,304

Only Contractors experienced in this type of work will be considered for award. Failure to provide sufficient, verifiable references whose total work exceeds 750,000 linear feet will result in rejection of this bid.

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

CONTRACTOR'S QUALIFICATION PAGE (Page 1 of 2)
SUBMIT FORM WITH BIDCOMPANY NAME: DUKE'S ROOT CONTROL , INCSUBMITTED BY: BRADEN BOYKOTITLE: VICE PRESIDENTDATE: 4/20/20**Contractor's Florida Certified Pesticide Applicators**
(List 3 minimum)

1. Name: MICHAEL LOTITO Certification #: CM13172
Years of Experience: 24

2. Name: GARY ROBERTS Certification #: CM13171
Years of Experience: 28

3. Name: RICHARD YAZEL Certification #: CM16502
Years of Experience: 19

1. Contractor Name: DUKE'S ROOT CONTROL , INC

2. Contractor's Florida Pesticide Business License #: N/A

3. Contractor Federal Department of Transportation #: 1559146

4. Name of Proposed Chemical Root Control Agent: RAZOROOTER II

5. Is the Proposed Product "Restricted Use" by the U.S. EPA? NO

6. Does the Proposed Chemical Root Control Agent Contain Metam Sodium? NO

7. U.S. EPA Root Control Agent Registration #: 64898-8

8. Florida Root Control Product Registration #: 64898-8

9. Does the Contractor Have Pollution Liability Insurance as Specified? YES

10. Contractor's Pollution Liability Insurance Carrier: EVEREST INDEMNITY INSURANCE COMPANY

CONTRACTOR'S QUALIFICATION PAGE (Page 2 of 2)

11. Does the Contractor have a minimum five (5) years of experience in the type of work specified, treated in excess of 750,000 lineal feet of root treatments in the last 24 months, and completed at least (3) other jobs similar in size and scope, which the City can verify? YES
12. Are two (2) copies of the Contractor Employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? YES
13. Has the Contractor enclosed a recent study documenting the effects of the submitted product on wastewater treatment plants? YES
14. Please attach proof the Contractor employs a Florida Department of Transportation Maintenance of Traffic (Intermediate Level at a minimum) certificate holder. PENDING AWARD
15. Has the Contractor enclosed proof that his/her company has been in the chemical root treatment business a minimum of five (5) years? YES
16. Does the Contractor take exception to the specifications? NO

This Section left Intentionally Blank.

SECTION 1.5 DRUG-FREE WORKPLACE FORM ITB 20-010

The undersigned vendor, on April 20th, 2020, in accordance with Section 287.087, Florida Statutes, certifies that [business] DUKE'S ROOT CONTROL, 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:

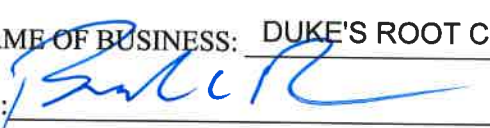
☒

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: DUKE'S ROOT CONTROL, INC

BY: 

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: BRADEN BOYKO - VICE PRESIDENT

SECTION 1.6 PUBLIC ENTITY CRIMES FORM – ITB 20-010**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 # 20-010

This sworn statement is submitted by DUKE'S ROOT CONTROL, INC whose business address is 1020 HIAWATHA BLVD W SYRACUSE, NY 13204 and (if applicable) Federal Employer Identification Number (FEIN) is 75-3026801 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is BRADEN BOYKO and my relationship to the entity named above is VICE PRESIDENT.

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.

PUBLIC ENTITY CRIMES FORM

Page 2 of 2

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.

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

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

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

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

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

[Signature]
(Signature)

4/20/20
(Date)

STATE OF: New York COUNTY OF: Onondaga

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Braden Boyko (name of person acknowledging), who ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.

Evelyn M. Digby
Notary Public

My Commission expires

EVELYN M DIGBY
Notary Public, State of New York
Registration #01DI6271555
Qualified In Oswego County
Commission Expires November 5, 2020

Page 10 of 35

1.7 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed Proposer has not divulged to, discussed or compared his bid with other proposers and has not colluded with any other parties to bid whatsoever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

DUKE'S ROOT CONTROL , INC
Proposer's Company Name

1020 HIAWATHA BLVD W

SYRACUSE, NY 13204
Address

(315) 472-4781
Phone #

75-3026801
Federal ID # or SS #


Authorized Signature

BRADEN BOYKO
Signature Name – Printed

VICE PRESIDENT
Title

braden@dukes.com
Email

1.8 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the 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; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

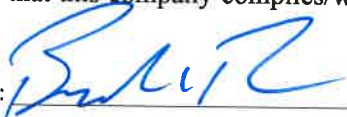
DATE: 4/20/20SIGNATURE: COMPANY: DUKE'S ROOT CONTROL, INCNAME: BRADEN BOYKOADDRESS: 1020 HIAWATHA BLVD WTITLE: VICE PRESIDENTSYRACUSE, NY 13204E-MAIL: braden@dukes.comPHONE NO.: (315) 472-4781FAX NO.: (315) 475-4203

1.89 SCRUTINIZED COMPANIES PURSUANT TO FL STATUTES 287.135 & 215.473:

By signing and submitting this bid, the undersigned proposer hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 4/20/20SIGNATURE: NAME: BRADEN BOYKOTITLE: VICE PRESIDENTCOMPANY: DUKE'S ROOT CONTROL , INCADDRESS: 1020 HIAWATHA BLVD WSYRACUSE, NY 13204E-MAIL: braden@dukes.com

SECTION V: 20-010 PRODUCT PRICING SHEET (1 PAGE): (Submit with bid)**Section 5 - PRICING SHEET – ITB 15-010 (SUBMIT WITH BID)**

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot from centerline of structure to centerline of structure.

VENDOR NAME: DUKE'S ROOT CONTROL , INC

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE*	EXTENDED PRICE
6 inch	\$1.49	2,500	\$3,725.00
8 inch	\$1.49	5,000	\$7,450.00
10 inch	\$1.66	1,000	\$1,660.00
12 inch	\$1.82	100	\$182.00
15 inch	\$2.63	100	\$263.00
18 inch	\$4.00	100	\$400.00
Additional Structures**	\$150.00	1	\$150.00
Total Price (in figures)			\$13,830.00

*Estimated footages are listed and serve as approximate quantities for each year of the Contract. The quantities are subject to change each year depending on the conditions of the proposed pipe sections to be treated and fiscal budget.

**Treatment of structures not directly connected to main-line sections of pipe specified for treatment.

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 45) NET 30
3. The City shall receive shipment or project completion notice within 30 days from the date Vendor receives Official Purchase Order or Notice to Proceed.

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.

The City reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

Submittals: Failure to enclose the Contractor's Qualification Pages along with all requested licenses, references, product study on effects on wastewater treatment plants, and other requested information will render this bid non-responsive and result in the rejection of this bid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2019

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

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

PRODUCER Krauter & Company, LLC 1350 Avenue of the Americas 18th Floor New York NY 10019	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: tcastillo@krautergroup.com ADDRESS: FAX (A/C, No):
INSURED Duke's Root Control, Inc. 1020 Hiawatha Blvd. West Syracuse, NY 13204	INSURER(S) AFFORDING COVERAGE INSURER A : Everest Indemnity Insurance Company INSURER B : Starr Indemnity & Liability Company INSURER C : INSURER D : INSURER E : INSURER F :
FUMIHOL-01	NAIC # 10851 38318

COVERAGES

CERTIFICATE NUMBER: 1211901800

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		EF1ML00146-191	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1000635722191	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		EX: EF1CU00101-191	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	100000376100	6/30/2019	6/30/2020	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Legal		EF1ML00146-191	6/30/2019	6/30/2020	Products Pollution 1,000,000 Contractors Pollution 1,000,000 Site Pollution 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured on the General Liability, Pollution Liability, Automobile Liability and Excess Liability policies, as required by written contract, subject to policy terms, conditions and exclusions.

Waiver of Subrogation is granted, as required by written contract, subject to policy terms, conditions and exclusions.

Policies are primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Walton Beach
Purchasing Department
105 Miracle Strip Pkwy SW
Fort Walton Beach FL 32548

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Douglas Products and Packaging Company, LLC

Endorsement Effective Date: 6/30/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
MOTOR VEHICLE POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket where required by written contract.

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if that request is made prior to the date your operations for that person or organization commenced; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if that request is made prior to the date your operations for that person or organization commenced.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As Required by Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured 6/25/2019

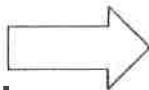
Effective Policy No. 100000376100

Insurance Company
Star Indemnity & Liability Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM13172

LOTITO, MICHAEL J
1020 HIAWATHA BLVD W
SYRACUSE, NY 13204

Categories
7C

Issued: September 6, 2018

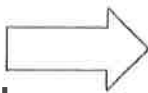
Expires: September 30, 2022

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM13171

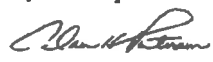
ROBERTS, GARY E
1020 HIAWATHA BLVD W
SYRACUSE, NY 13204

Categories
7C

Issued: September 6, 2018

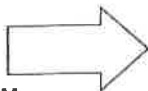
Expires: September 30, 2022


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM16502

YAZEL, RICHARD JAY
3125 WEST CHEROKEE AVE
ENID, OK 73701

Categories
7C

Issued: February 18, 2020

Expires: February 29, 2024

Signature of Licensee

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487 F.S. to purchase and apply restricted use pesticides.

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Michael Lotito



For Successfully Completing The Duke's Root Control Permit
Required Confined Space Classroom Training Program

VINCENT BAUDO-INSTRUCTOR

December 17, 2015

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Michael Lotito



For Successfully Completing The Duke's Root Control Permit
Required Confined Space Classroom Training Program

A handwritten signature in blue ink, appearing to read "Vin Baudo", is written over a horizontal line.

VINCENT BAUDO-INSTRUCTOR

December 17, 2015

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Gary Roberts



For Successfully Completing The Duke's Root Control Permit
Required Confined Space Classroom Training Program

A handwritten signature in blue ink, appearing to read 'Vin Baudo'.

VINCENT BAUDO-INSTRUCTOR

December 17, 2015

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Gary Roberts



For Successfully Completing The Duke's Root Control Permit
Required Confined Space Classroom Training Program

A handwritten signature in blue ink, appearing to read 'Vin Baudo', is written over a horizontal line.

VINCENT BAUDO-INSTRUCTOR

December 17, 2015

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Richard Yazel



For Successfully Completing The Duke's Root Control Permit
Required Confined Space Classroom Training Program

A handwritten signature in blue ink, appearing to read "Vin Baudo", is written over a horizontal line.

VINCENT BAUDO-INSTRUCTOR

December 17, 2015

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Richard Yazel



For Successfully Completing The Duke's Root Control Permit
Required Confined Space Classroom Training Program

A handwritten signature in blue ink, appearing to read "Vincent Baudo", is written over a horizontal line.

VINCENT BAUDO-INSTRUCTOR

December 17, 2015

Mark Motto

From: Giuliana F. Scott <gscott@fwb.org>
Sent: Thursday, March 19, 2020 10:32 AM
To: Mark Motto
Cc: Giuliana F. Scott
Subject: RE: Duke's Root Control Inc - Product/Materials Info - Received!

Received. Thank you 🙏

Giuliana Scott, Purchasing Agent
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

850-833-9523
gscott@fwb.org
www.FWB.org

From: Mark Motto <mark@dukes.com>
Sent: Thursday, March 19, 2020 6:54 AM
To: Giuliana F. Scott <gscott@fwb.org>
Cc: Bill Anderson <Bill@dukes.com>; Braden Boyko <braden@dukes.com>; Art Woods <art@dukes.com>
Subject: Duke's Root Control Inc - Product/Materials Information for ITB # 20-010 Sewer Chemical Root Control

CAUTION: This email originated from outside of the City of Fort Walton Beach. Do not click links or open attachments unless you have validated the sender and know the content is safe.

Please confirm receipt. Thank you and stay safe.

MARK MOTTO

Duke's Root Control Inc.

*1020 Hiawatha Blvd W
Syracuse, NY 13204
Ph: (315) 234-2356
Fax: (315) 475-4203
www.dukes.com*





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Karen Warkentien
Sewer Sciences, Inc.
1020 Hiawatha Boulevard
West Syracuse, NY 13204

JUL - 8 2014

Subject: Label Amendment – Signal Word Update
Product Name: Razorooter II
EPA Registration Number: 64898-8
Application Dated: July 22, 2013
Decision Number: 481139

Dear Ms. Warkentien:

The labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, is acceptable.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one (1) copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. "To distribute or sell" is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6(e). If you have any questions, please contact Sarah Meadows by phone at 703-347-0505, or via email at meadows.sarah@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Montague", written over a circular stamp.

Kathryn V. Montague, Product Manager 23
Herbicide Branch
Registration Division
Office of Pesticide Programs

RAZOROOTER II™

For use to control tree root intrusions in sanitary sewers, storm drains, and other drainage systems.

ACTIVE INGREDIENT: By Weight
 Diquat dibromide [6,7-dihydrodipyrido (1,2-a:2',1'-c) pyrazinedium dibromide] 37.3%
OTHER INGREDIENTS: 62.7%
TOTAL: 100.0%

This product contains 2-lbs. diquat cation per gal. as 3.73 lbs. salt per gal.

KEEP OUT OF REACH OF CHILDREN

CAUTION

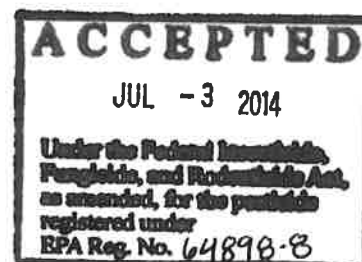
First Aid	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
If in eyes:	• Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If swallowed:	• Call a poison control center or doctor immediately for treatment advice. • Have a person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If on skin or clothing:	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If inhaled:	• Move person to fresh air. • If person is not breathing call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for treatment advice.
Hot Line Number	
For 24-hour Emergency medical assistance call Prostar: 1-800-291-7661.	
Note to Physician: Call Prostar 1-800-291-7661 at any hour to obtain toxicology information and a diquat analysis. To be effective, treatment for diquat poisoning must be performed IMMEDIATELY. Treatment consists of binding diquat in the gut with suspensions of activated charcoal or bentonite clay, administration of cathartics to enhance elimination and removal of diquat from the blood by charcoal hemoperfusion or continuous hemodialysis.	

See [Side/Back/Other] Panel for Additional Precautionary Statements

EPA Reg. No. 64898-8
 EPA Est. No. _____

Net Contents: _____

Made In U.S.A.
 Sewer Sciences, Inc. (SSI)
 1020 Hiawatha Blvd. West
 Syracuse, NY 13204



7/22/2013 Label Amendment, revision 1 (20140522)

PRECAUTIONARY STATEMENTS

Hazards to Humans

CAUTION: Harmful inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid breathing spray mist. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chew gum or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear. Wear long sleeve shirt and long pants, socks shoes and gloves.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Coveralls over short-sleeved shirt and short pants.
- Chemical-resistant gloves.
- Chemical-resistant footwear plus socks.
- Protective eyewear.
- Chemical-resistant apron when cleaning equipment, mixing, or loading.
- A dust/mist filtering respirator MSHA/NIOSH approval number prefix TC-21C).

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

EXCEPTION: If a closed system is used during mixing, dilution, product transportation, and cleaning, and applications will be made to closed, subsurface sewers and drains, and the product will be diluted in the closed system with water at a ratio of at least 1 part product to 50 parts water prior to use, then applicators, mixers, loaders, and other handlers may wear:

- Short sleeved shirt and long pants
- Shoes plus socks
- Waterproof gloves

Emergency Information

For spill, leak, fire, exposure, or accident, call CHEMTREC at **1-800-424-9300**.

Environmental Hazards

This pesticide is toxic to aquatic invertebrates. Keep out of lakes, ponds, and streams. Do not apply directly to water bodies, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance. Keep off lawns and plants, as they may be severely injured. Foam should be shoveled off planted areas immediately rather than washing off with water.

Notify appropriate wastewater agency prior to use of this product so that it may monitor the operations of the wastewater treatment plant. **User Safety Recommendations**

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing
- Do not enter manholes or other confined space areas adjacent to treated areas until all foam or spray has dried and always use full Federal and State OSHA mandated procedures for confined space entry.

PRODUCT INFORMATION

RAZORROOTER II™ is uniquely suited to sewer applications. RAZORROOTER II™ is a soluble liquid designed to control tree roots in sewer, on contact. RAZORROOTER II™ is a non-selective herbicide, which works on

all varieties of tree roots and will not harm above-ground vegetation, when applied according to label instructions. RAZOROOTER II™ is not volatile, and will not produce toxic gases.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not use in potable water systems. Do not use in storm, field or other drains unless effluent is treated in a sanitary sewer system.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. Refer to the personal protective equipment information under Precautionary Statements and use all required protective clothing and equipment.

RAZOROOTER II™ may be applied directly to sewers either as a high-pressure spray or as a foam. RAZOROOTER II™ may be applied in conjunction with herbicides, surfactants and foaming agents available through FPI. RAZOROOTER II™ is not compatible with anionic surfactants.

Consider pipe size, sewer flow, lateral conditions, line obstructions, and severity of root intrusion in selecting proper application technique.

Mixing Instructions

Before mixing, determine the scope of work, including pipe size and overall lineal footage, while assessing field conditions. Using the charts below as guidance, determine the amount of solution required for the job.

Small Diameter Pipes

Total Gallons Prepared Solution	Treatment Area (Lineal Feet) per Pipe Diameter				
	4"	6"	8"	10"	12"
10	300'	140'	80'	50'	35'
100	3000'	1400'	800'	500'	350'
200	6000'	2800'	1600'	1000'	700'
300	9000'	4200'	2400'	1500'	1050'

Large Diameter Pipes

Total Gallons Prepared Solution	Treatment Area (Lineal Feet) per Pipe Diameter								
	15"	18"	21"	24"	27"	30"	36"	42"	48"
10	35'	27'	23'	20'	17'	15'	12'	11'	10'
100	350'	270'	230'	200'	170'	150'	120'	110'	100'
200	700'	540'	460'	400'	340'	300'	240'	220'	200'
300	1000'	810'	690'	600'	510'	450'	360'	330'	300'

Prepare solution by mixing at a rate of 2 quarts of RAZOROOTER II™ per 100 gallons of water. Use only clean, fresh water to prepare the solution. Prepare enough solution to complete the job, or to fill the solution tank, whichever is less. Use solution promptly after mixing.

If foaming method will be used, add the amount of foaming agent required to produce 20 gallons of foam per gallon of solution, as prepared above. Only use foam-making equipment approved by FPI, and additives approved by FPI which specifically state "for use with RAZOROOTER II™" on the label. RAZOROOTER II™ is not compatible with anionic surfactants.

Spray Application

Prepared RAZOROOTER II™ solution may be sprayed into sewers at various pressures and flow rates, depending upon the capabilities of the application equipment. Do not exceed the equipment manufacturer's recommendations for pressures and flow rates.

Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipeline intended for treatment. Spray the prepared RAZOROOTER II™ solution under pressure as the hose is retrieved. Retrieve the discharge hose at a rate sufficient to contact and saturate all root masses in the pipeline with RAZOROOTER solution, applying to the point of runoff. Monitor tank level and solution flow rate to calibrate discharge hose retrieval rate, in order to evenly apply all prepared solution.

Treat large pipes (15" or larger in diameter) with a hose fitted with skids designed to elevate the discharge nozzle. This will center the discharge nozzle in the pipe and enhance performance. Contact FPI to obtain skids, if needed.

Treat manholes by retrieving hose vertically while spraying walls to the point of runoff. Do not re-enter manholes until sprays have dried.

Foam Application

Mixing prepared RAZOROOTER II™ solution with foam during application extends contact time of roots with product, and helps product to reach roots in lateral connections. Foam application equipment used with RAZOROOTER II™ must be approved by FPI and used only by applicators trained to operate the equipment. Training in RAZOROOTER II™ application by foam is available from FPI.

Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipeline intended for treatment. Spray the prepared RAZOROOTER II™ solution and foam under pressure as the hose is retrieved.

Treat manholes by applying a 3" layer of foam to walls while retrieving hose vertically. Do not re-enter manholes until foam has dried.

Building Laterals: Building laterals may be treated using the foaming method by injecting the foam via flow-through inflatable cleanout plugs. Cap or plug all drain lines, cleanouts, and fixtures that tie into the line being treated. Determine the lateral pipe size and length and operate equipment for the time it takes to product the required amount of foam. Use caution to prevent plug blow out.

STORAGE & DISPOSAL

Do not contaminate water, food or feed by storage, disposal or cleaning of equipment. Open dumping is prohibited.

Pesticide Storage: Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Do not contaminate feed, foodstuffs or drinking water. Do not store or transport near feed or food. Store at temperature above 32°F. For help with any spill, leak, fire or exposure involving this material, call CHEMTREC (1-800-424-9300).

Pesticide Disposal: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Disposal [less than 5 gallons]: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use and disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Container Handling [Bulk/Mini-Bulk]: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the person refilling. To clean container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available or puncture and dispose of container in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Container Precautions: Before refilling, inspect thoroughly for damage, such as cracks, punctures, bulges, dents, abrasions and damaged or worn threads on closure devices.

Refill Only With RAZOROOTER II™. The contents of this container cannot be completely removed by cleaning. Refilling with materials other than RAZOROOTER II™ will result in contamination and may weaken container.

After filling and before transporting, check for leaks.

Do not refill or transport damaged or leaking container.

CONTAINER IS NOT SAFE FOR FOOD, FEED OR DRINKING WATER.

WARRANTY STATEMENT

SSI and Seller warrant that this product conforms to its chemical description and is reasonable fit for the purpose stated on the label when used in accordance with the directions and instructions specified on the label under normal conditions of use, but neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, express or implied, extends to the use of this product contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to SSI or Seller, and buyer assumes the risk of any such use.

RAZORROOTER II™ is a trademark of SSI.



Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

Page 1 of 7

SECTION 1: PRODUCT IDENTIFICATION

Product Identity: RAZORROOTER® II

Use: Herbicide

Manufacturer: Sewer Sciences, Inc.
1020 Hiawatha Blvd., West
Syracuse, NY 13204

Manufacturer Phone: 315-472-4781

Current Revision: 06/01/2015

Emergency Telephone Number: Transportation (24 Hours) CHEMTREC: 800-424-9300
Outside the United States call 202-483-7616 (collect calls accepted.)

FOR 24-HOUR EMERGENCY MEDICAL ASSISTANCE CALL PROSAR 1-800-391-2584

SECTION 2: HAZARDS IDENTIFICATION

Classifications: Corrosive to Metals: Category 1
Oral: Category 4
Inhalation: Category 3
Specific target Organ Toxicity: Repeated Category 2
Eye Damage/Irritation: Category 2B

Signal Word (OSHA) Danger

Hazard Statements: May be corrosive to metals
Harmful if swallowed
Causes eye irritation
Toxic if inhaled
May cause damage to organs through prolonged or repeated exposure

Hazard Symbols:



Precautionary Statements: Keep only in original container.
Do not breathe mist, vapors, spray.
Wash hands and face thoroughly after handling.
Do not eat drink or smoke when using this product.
Use only outdoors or in a well-ventilated area.
If swallowed: Call a poison center, doctor or Prosar if you feel unwell. Rinse mouth.
If inhaled: Remove person to fresh air and keep comfortable for breathing.
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.
Call a poison center, doctor or Prosar.
Get medical advice if you feel unwell.
See Section 4 First Aid Measures.



Sewer Sciences, Inc.

RAZOROOTER® II

SAFETY DATA SHEET

Page 2 of 7

SECTION 2: HAZARDS IDENTIFICATION (cont'd)

If eye irritation persists: Get medical advice.
Absorb spillage to prevent material damage.
Store locked up.
Store in corrosive resistant plastic, plastic-lined steel, stainless steel or fiberglass container.
Dispose of contents and container in accordance with local regulations.

Other Hazard Statements:

Flammable hydrogen gas may be formed on contact with incompatible metals.
See "Conditions to Avoid", Section 10..

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	Common Name	CAS Number	Concentration
Other Ingredients	Other Ingredients	Trade Secret	62.7%
[6,7-dihydrodipyrido(1,2-a:2',1'-c)pyrazinediium dibromide]	Diquat Dibromide	85-00-7	37.3%

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

SECTION 4: FIRST AID MEASURES

Have the product container, label or Safety Data Sheet with you when calling Prostar (800-391-2584), a poison control center or doctor, or going for treatment.

Ingestion: If swallowed: Call Prostar (800-391-2584), a poison control center or doctor immediately for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so after contacting Prostar (800-391-2584) or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Eye Contact: If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Prostar (800-391-2584), a poison control center or doctor for treatment advice.

Skin Contact: If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call Prostar (800-391-2584), a poison control center or doctor for treatment advice.

Inhalation: If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call Prostar (800-391-2584), a poison control center or doctor for further treatment advice.

Most important symptoms/effects: Eye irritation

Indication of immediate medical attention and special treatment needed:

To be effective, treatment for ingestion of the product must begin IMMEDIATELY. Treatment consists of binding the active ingredient, diquat, in the gut with suspensions of activated charcoal or bentonite clay, administration of cathartics to enhance elimination and removal of diquat from the blood by charcoal hemoperfusion or continuous hemodialysis.



Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

Page 3 of 7

SECTION 5: FIRE FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media:

Use dry chemical, foam or CO₂ extinguishing media. If water is used to fight fire, dike and collect runoff.

Specific Hazards:

This product may form flammable and explosive hydrogen gas when in contact with aluminum.

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

Special protective equipment and precautions for firefighters:

Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:

Follow exposure controls/personal protection outlined in Section 8.

Methods and materials for containment and cleaning up:

Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and drainage systems, or any body of water. Clean up spills immediately, observing precautions outlined in Section 8. Cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container, and arrange for disposition.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling:

This product reacts with aluminum to produce flammable hydrogen gas. Do not mix or store in containers or systems made of aluminum or having aluminum fittings.

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Conditions for safe storage, including any incompatibilities: Store locked up

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS CONSULT THE PRODUCT LABEL.

Occupational Exposure Limits:

Chemical Name	OSHA PEL	ACGIH TLV	Other	Source
Other Ingredients	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Diquat Dibromide	Not Established	0.5 mg/m ³ TWA	0.5 mg/m ³ TWA (0.5 Total; 0.08 respirable)	Manufacturer



Sewer Sciences, Inc. RAZORROOTER® II SAFETY DATA SHEET

Page 4 of 7

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION (cont'd)

Appropriate engineering controls:

Use effective engineering controls to comply with occupational exposure limits (if applicable).

Individual protection measures:

- Ingestion:** Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.
- Eye Contact:** Where eye contact is likely, use chemical splash goggles.
- Skin Contact:** Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, butyl rubber, Nitrile rubber, neoprene rubber, natural rubber, polyvinyl chloride [PVC] or Viton), coveralls, socks and chemical-resistant footwear.
- Inhalation:** A respirator is not normally required when handling this substance. Use effective engineering controls to comply with occupational exposure limits.
- In case of emergency spills, use a NIOSH approved respirator with any N, R, P or HE filter.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

- Appearance:** Dark brown liquid
- Odor:** Odorless
- Odor Threshold:** Not Available
- pH:** 4 - 6
- Melting point/freezing point:** Not Applicable
- Initial boiling point and boiling range:** Not Available
- Flash Point (Test Method):** Not Applicable
- Flammable Limits (% in Air):** Not Available
- Flammability:** Not Applicable
- Vapor Pressure:** Diquat Dibromide <10(-8) mmHg @ 77°F (25°C)
- Vapor Density :** Not Available
- Relative Density :** 1.202 g/ml @ 68°F (20°C)
- Solubility (ies):** Diquat Dibromide 718,000 mg/l @ 68°F (20°C) and pH 7.2
- Partition coefficient:** n-octanol/water: Not Available
- Autoignition Temperature:** Not Applicable
- Decomposition Temperature:** Not Available
- Viscosity:** Not Available
- Other:** None



Sewer Sciences, Inc. RAZORROOTER® II SAFETY DATA SHEET

Page 5 of 7

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Not reactive.

Chemical stability: Stable under normal use and storage conditions.

Possibility of hazardous reactions: Will not occur.

Conditions to Avoid: Concentrate should not be stored in aluminum containers. Spray solutions should not be mixed, stored or applied in containers other than plastic, plastic-lined steel, stainless steel or fiberglass.

Incompatible materials: None known.

Hazardous Decomposition Products: Flammable hydrogen gas may be formed on contact with aluminum. See "Conditions to Avoid", Section 10.

SECTION 11: TOXICOLOGICAL INFORMATION

Health effects information

Likely routes of exposure: Dermal, Inhalation

Symptoms of exposure: Eye irritation

Delayed, immediate and chronic effects of exposure: Eye irritation

Numerical measures of toxicity (acute toxicity/irritation studies [finished product])

Ingestion: Oral (LD50 Female Rat): 886 mg/kg body weight

Dermal: Dermal (LD50 Rabbit): > 5050 mg/kg body weight

Inhalation: Inhalation (LC50 Rat): 0.62 mg/l air – 4 hours

Eye Contact: Mildly Irritating (Rabbit)

Skin Contact: Slightly Irritating (Rabbit)

Skin Sensitization: Not a Sensitizer (Guinea Pig)

Reproductive/Developmental Effects

Diquat Dibromide: Mutagenicity: No evidence in in vivo assays

Development Toxicity: In rabbit studies a small percentage of fetuses had minor defects at 3 and 10 mg ion/kg/d.

Chronic/Subchronic Toxicity Studies

Diquat Dibromide: Kidney weight decreases and cataracts seen in dogs at 12.5 mg ion/kg/d
No evidence for neurotoxic effects in rats dosed up to 400 ppm ion in diet for 13 weeks

Carcinogenicity

Diquat Dibromide: No evidence of carcinogenicity in rat and mouse studies.

Chemical Name	NTP/IARC/OSHA Carcinogen
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Other ingredients	No
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[6,7-dihydrodipyrido(1,2-a:2',1'-c)pyrazinediium dibromide]	No
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Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

Page 6 of 7

SECTION 11: TOXICOLOGICAL INFORMATION (cont'd)

Other Toxicity Information None

Toxicity of Other Components

Other ingredients Not Applicable

Target Organs

Active ingredients Diquate Dibromide: Eye, kidney

Inert ingredients Other ingredients: Not Applicable

SECTION 12: ECOLOGICAL INFORMATION

Eco-Acute Toxicity Diquat Dibromide: Fish (Rainbow Trout) 96- hour LC50 14.83 ppm
Invertebrate (Water Flea) Daphnia Magna 48-hour EC50 0.77 ppm
Green Algae 4-day EC50 9.4 ppb
Bird (Mallard Duck) 14-day LD50 60.6 mg/kg

Environmental Fate Diquat Dibromide: The information presented here is for the active ingredient,
diquat dibromide. Stable in soil and water. Immobile in soil,
Sinks in water (after 24 h)

SECTION 13: DISPOSAL CONSIDERATIONS

Disposal: Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

SECTION 14: TRANSPORT INFORMATION

DOT Classification Ground Transport – NAFTA
Proper Shipping Name: Corrosive Liquid, N.O.S. (Diquat Dibromide)
Hazard Class: Class 8
Identification Number: UN 1760
Packing Group: PG III

Comments Water Transport International
Proper Shipping Name: Corrosive Liquid N.O.S. (Diquat Dibromide), Marine Pollutant
Hazard Class: Class 8
Identification Number: UN 1760
Packing Group: PG III

Air Transport
Proper Shipping Name: Corrosive Liquid, N.O.S. (Diquat Dibromide)
Hazard Class: Class 8
Identification Number: UN 1760
Packing Group: PG III

SECTION 15: REGULATORY INFORMATION



Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

Page 7 of 7

Pesticide Registration:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Caution: Harmful if inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid breathing spray mist. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear. Wear long sleeve shirt and long pants, socks, shoes and gloves.

EPA Registration Number: 64898-8

EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes: Acute Health Hazard

Section 313 Toxic Chemicals: None

California Proposition 65 None

CERCLA/SARA 304 Reportable Quantity (RQ)

Report product spills $\geq$ 268 gal. (based on diquat [RQ = 1,000 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261)

Not Applicable

TSCA Status

Exempt from TSCA, subject to FIFRA

SECTION 16: OTHER INFORMATION

NFPA Hazard Ratings

Health: 2
Flammability: 1
Instability: 0

HMIS Hazard Ratings

Health: 2
Flammability: 1
Reactivity: 0

0 Minimal
1 Slight
2 Moderate
3 Serious
4 Extreme
* Chronic

Original Issued Date: 4/11/2002
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THE FATE AND EFFECTS OF DIQUAT DIBROMIDE IN WASTEWATER TREATMENT PLANTS AFTER UTILIZATION FOR KILLING ROOTS IN SEWERS

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ABSTRACT: The fate and effects of diquat dibromide in the influent wastewater to activated sludge wastewater treatment systems was investigated and evaluated. Diquat dibromide is the active ingredient in formulations used to control the growth of roots into sewers. This practice can result in calculated diquat concentrations ranging from 0.67 mg/L for a flow of 10 mgd up to 6.7 mg/L for a flow of 1 mgd, given that the amount of formulation applied in a workday would be four gallons, which is typical. The sorption of diquat by both raw sewage particles and activated sludge suspended solids was determined. Diquat concentrations that ranged from 0.93 to 12.6 mg/L in the influent flow to two continuous flow pilot plant activated sludge systems were used for investigative purposes. One of the systems was a full biological nutrient removal (BNR), VIP process configuration system, and the other was a conventional fully aerobic system. Both systems were fed municipal sewage spiked with diquat, and operated at a mixed liquor temperature of 10 °C and an MCRT of 10 days. A control BNR system also was maintained.

The results show that only about 20% of the diquat in raw sewage flow will be removed by adsorption to the sewage solids, but 80% or more of the diquat will be removed in activated sludge systems. When the influent diquat concentration was approximately 1 mg/L, over 99.3% of the diquat was removed by the activated sludge process. Some of the removal was believed to be by biodegradation. The concentration reduction by activated sludge was 83.3 and 91.7 % for influent diquat concentrations of 10 and 12.6 mg/L, respectively.

The diquat used had no observable detrimental effects on any of the biological processes of the continuous flow fully aerobic and VIP BNR activated sludge systems. However, an influent diquat concentration of 12.6 mg/L to the fully aerobic system clearly increased the oxygen uptake rate by as much as 19%, and the total oxygen consumed over a four hour period by 9.3%. This increase was much more than could be explained by the additional COD of the added diquat, and it is clear that the presence of diquat stimulates the OUR of activated sludge. Its presence also increased denitrification during the experiments, probably because the increased OUR reduced the DO concentrations in the flocs. A 10 mg/L diquat concentration slightly reduced the nitrifier growth rate in a batch test determination when compared to a control, but the rate measured, 0.764 d⁻¹, is an excellent rate and is higher than the 0.65 d⁻¹ value that is typically used for design.

The observed effluent diquat concentrations from the continuous flow pilot plant systems either had no or very mild toxicity for *Ceriodaphnia dubia* (water fleas) during acute toxicity testing, and over 80% reproduction continued to occur. This included effluent concentration samples when the influent diquat concentration was 12.6 mg/L. It was not possible to calculate an LC₅₀ for diquat because of the low toxicity, however, it was noted that diquat toxicity increases as the dissolved solids concentration decreases, for conductivity measurements of 250 units or less. The typical effluent conductivities were 400 to 600 units, and toxicity was very low.

INTRODUCTION

Diquat Dibromide (diquat) is the active ingredient in the widely used landscape and aquatic herbicide formulation manufactured by Zeneca Agrochemicals, a subdivision of Zeneca Professional Products, Inc., and marketed as RewardTM. It is a non-selective contact herbicide, algicide, desiccant and defoliant, and its largest use is as a desiccant for potato crops. RewardTM also is repackaged and sold as RazorooterTM for the control of root growth in sewers. RazorooterTM is used by Duke's Sales and Services, Inc., Syracuse, NY, to control the growth of roots into sewers, and as a less toxic alternative to metam sodium-dichlobenil products. The metam products contain sodium methylthiocarbamate (metam sodium) as their active ingredient, and it is known to be very inhibitory to nitrifying bacteria. RewardTM (RazorooterTM) contains 36.4% diquat dibromide and 63.6 % inerts. When used for root control, RazorooterTM is carried by foam that floats on the surface of the sewage and brings it into contact with the roots. The foam and residual RazorooterTM are then carried by the sewage flow into the wastewater treatment plant(s) downstream of the point of application.

Diquat Dibromide ($C_{12}H_{12}Br_2N_2$; MWt: 344.07) is the common name for 6,7-dihydrodipyrido (1,2-a:2',1'-c) pyrazinediium dibromide, and it has a 70% solubility in water at 20 °C (Zeneca, 1998). According to the manufacturer, RewardTM rapidly dissipates in water due to the high water solubility and adsorptive characteristics of the diquat cation. USEPA (1995) states that diquat dibromide's primary route of environmental dissipation is strong adsorption to soil particles. Therefore, when it is used as an aquatic herbicide, the diquat is removed from the water column by adsorption to soil sediments, aquatic vegetation, and organic matter. USEPA (1995) also states that diquat does not hydrolyze or photodegrade, and is resistant to microbial degradation under aerobic and anaerobic conditions. However, the manufacturer states that RewardTM in water is subject to both photodegradation from the action of sunlight ($t_{1/2} = 74$ days) and microbial degradation (Zeneca, 1998), but agrees that it does not hydrolyze. Regardless, USEPA (1995) states that diquat is expected to pose only a minimal risk to aquatic organisms from exposure to runoff, and does not cause adverse effects to freshwater fish. They also say that freshwater invertebrates are not likely to be adversely affected by its use in the short term, although reproductive rates may be affected. However, no data is provided to support the apparently speculative comment regarding reproduction.

PROJECT OBJECTIVES

The objective of this series of experiments was to investigate the fate and effects of diquat dibromide when applied as RazorooterTM and mixed with raw sewage, settled sewage, and activated sludge, and when introduced into activated sludge wastewater treatment systems. Both fully aerobic and biological nutrient removal (BNR) activated sludge systems were used for experimental purposes, and both continuous flow and batch reactors were used. The experiments were designed to address the following issues:

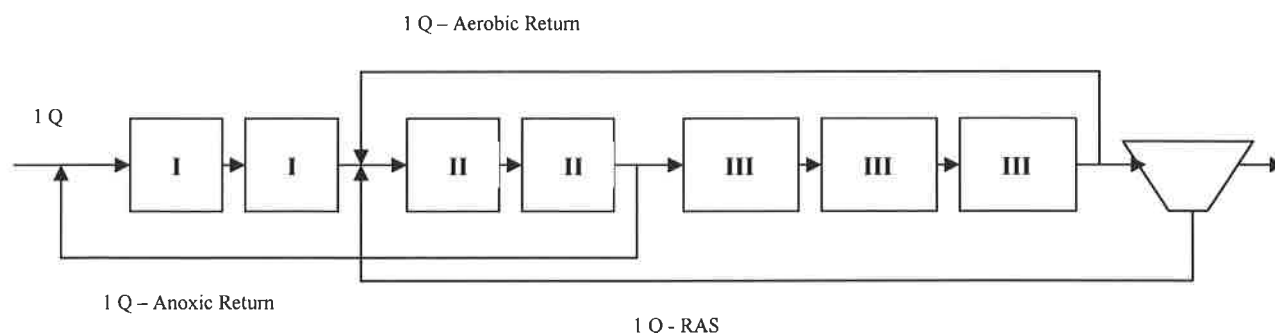
1. The extent of adsorption on sewage and activated sludge particulate matter and subsequent removal via settling,
2. The effects of pH, pH change resulting from nitrification, and autooxidation of biomass on the desorption of diquat back to solution.
3. Effects on major activated sludge bacterial population groups, such as aerobic heterotrophs, nitrifiers, denitrifiers and phosphate-storing bacteria,
4. Effects on all wastewater treatment plant operations and standard NPDES permit requirements, such as sludge settleability, effluent COD or BOD, and effluent total suspended solids (TSS), and
5. Effects on effluent toxicity.

EXPERIMENTAL METHODS

It was expected that the effects of diquat on nitrification and other biological processes would be a function of the diquat concentration in the influent to the activated sludge (biological) process. Therefore, it was necessary to determine the probable range of concentrations that would reach the activated sludge reactor. Typically, no more than four gallons of RewardTM is applied to a sewer during a workday. One gallon of RewardTM contains 2,119 grams of diquat dibromide (560 g/L), so it is anticipated that the total amount of diquat used in the sewers during a workday will be 8,476 grams. Then, the concentration of diquat that will be in the sewage influent to the treatment plant will be a function of both the amount of diquat that is consumed while destroying the roots, and the amount of sewage flow to the treatment plant. If it is assumed that none of the diquat is consumed during the application, a very conservative assumption, then the potential diquat concentration in an 8 hour flow at the rate of 1 million gallons a day (mgd) would be 6.7 mg/L. Also, the concentration in the flow to a 10 MGD plant would be only 0.67 mg/L. However, most plants have a diurnal variation in flow such that the flow is greater than average during the workday, typically by about 40%. Consequently, the actual diquat concentration entering the plant during the workday is expected to be somewhat less than 4.8 mg/L to a 1 MGD plant, depending upon the amount of consumption, and less than 0.48 to a 10 MGD plant. Furthermore, an additional removal would occur in the primary clarifier of those plants equipped with primary sedimentation. The raw sewage sorption tests indicated that about 18% of the diquat would be removed during sedimentation from an influent concentration of 4.80 mg/L. Therefore, the probable final soluble concentration would be about 3.46 mg/L to the biological process of a 1 MGD plant when preceded by primary sedimentation, assuming no further dilution from recycle streams within the plant, and would be about 0.35 mg/L in a 10 MGD plant. Based upon these assumptions and calculations, it was decided to use a low concentration of 1 mg/L during the experiments and see if any toxic effects were observed at that level. If no significant effects were observed at that concentration, then there would be no need to investigate lower concentrations. The representative high concentration was selected from an actual case history wherein 5 quarts of RewardTM were applied to a 2000 foot section of sewer immediately upstream of an 0.5 MGD activated sludge plant without primary sedimentation over a period of 3 hours. The flow to the plant was a steady 0.5MGD during the period, so no adjustment was made for diurnal flow. The calculated concentration, assuming no diquat loss from consumption, was 11.2 mg/L. Therefore, 12 mg/L was selected as a "worse case" concentration.

The experiments were performed using pilot scale and laboratory scale activated sludge systems established and maintained by Virginia Tech doctoral-level Environmental Engineering graduate students under the direction of Dr. Clifford W. Randall. Three continuous flow systems receiving sewage pumped directly from the main sewer that serves central Blacksburg, Virginia and the Campus of Virginia Tech were housed in a small building maintained at a constant temperature of 10°C. The schematic flow diagrams for the two types of systems, and the volumes of each of the reactors, are shown in Figures 1a and 1b. Each system received a sewage flow of approximately 207 liters per day. Two of the three systems were operated for full biological nutrient removal (BNR), i.e. both nitrogen and phosphorus removal, and the third was operated as a fully aerobic activated sludge system. The two BNR systems had nominal hydraulic retention times (HRTs) of 12 hours total, and the fully aerobic system had a nominal HRT of 8 hours. One of the BNR systems was operated as a control for nitrification, denitrification and biological phosphorus removal (BPR). The other two systems were fed short-term (three to 24 hours) doses of RazorooterTM that resulted in influent diquat concentrations that varied from 0.93 to 26 mg/L in the separate experiments.

Laboratory batch-type experiments were used for several purposes. They were used to evaluate the adsorption rates of diquat on both raw and settled sewage, to determine nitrification rates, to further evaluate the effects of diquat on BPR, and to determine total (OUR) and specific (SOUR) oxygen uptake rates.



I: Anaerobic; 8.7 L

II: Anoxic; 8.7 L

III: Aerobic; 23.1 L

Figure 1a. BNR Configuration used for both Control and Experimental systems; $Q = 207 \text{ L/d}$

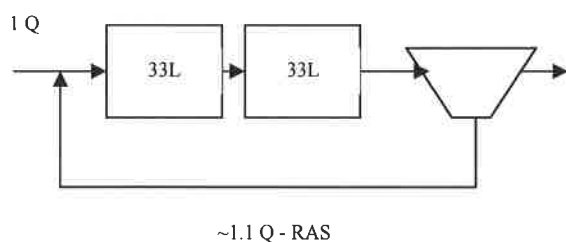


Figure 1b. Fully aerobic system; $Q = 207 \text{ L/d}$

Concentrations and performance parameters were monitored throughout the continuous flow experiments using samples collected at selected times. The concentrations and fate of diquat in the experiments were observed by measuring diquat using a high performance liquid chromatography (HPLC) method developed by USEPA (Hodgeson, et al., 1992) and adapted by the Western Research Center of Zeneca Ag Products (1999). COD, MLSS, MLVSS, TSS, VSS, TKN, ammonium, nitrite, nitrate, total phosphorus, phosphate concentrations and alkalinity were measured in accordance with Standard Methods (1995). Dissolved oxygen (DO) concentrations were measured during the continuous flow experiments using Yellow Springs Instruments meters and probes, and pH was measured using Fisher Accumet Model 620 pH meters. OUR and SOUR were determined during the continuous flow experiments using in-situ methods with continuous substrate feeding. OUR measurements during the batch experiments were made using probe-and-bottle techniques (Method 2710B, Standard Methods, 1995). DO and OUR measurements were made using an Oxi 3000 Microprocessor Oximeter. The pH meter used in the laboratory was a Fisher Accumet Model 620. Nitrification rates were determined using the method of Dold (1999).

RESULTS

SORPTION OF DIQUAT

Both USEPA (1995) and Zeneca (1998) report that diquat rapidly and strongly binds to soil and sediment particles, and this is the primary mechanism of dissipation of diquat water concentrations in the environment. Zeneca states that, "More than half the residues in aquatic bodies will have disappeared from the water phase within 12 hours. The binding of diquat to soil and sediment also means that its potential for leaching into groundwater is negligible." It is likely that the binding of diquat to soil and sediment particles occurs because diquat is a cation, and its removal by soil or sediment is related to the cation exchange capacity (CEC) of the soil/sediment. The CECs of soils vary from high to medium to low, with each CEC value being a strong function of the clay content of the soil. Therefore, the rate and total amount of diquat removal by a soil will be determined by the CEC of the soil, and this will vary considerably. Also, it is logical that the amount of diquat removed from solution by sewage or activated sludge particles will be primarily a function of the CEC of the particles, although a small amount of removal could occur because the particles are organic and some physical sorption could occur. However, sewage particles have low CEC values, and their concentrations are relatively low, so it was expected that the amount of sorption by raw sewage particles would be small. Activated sludge particles, on the other hand, are present in much higher concentrations than sewage solids. Therefore, it was expected that the sorption of diquat by activated sludge would be considerably greater.

The results of two sorption tests of diquat on raw sewage particles are tabulated in Table 1, and illustrated by Figure 2. The initial measurement of diquat in the 10-mg/L reactor was concluded to be in error, probably because of inadequate mixing prior to taking the sample. The results show that very little sorption occurred at diquat concentrations of both 1 and 10 mg/L, for a raw sewage TSS concentration of 221 mg/L with a volatile fraction of 82%. The maximum sorption for 1 mg/L occurred after 15 minutes, and it was 28%, or 0.281 mg/L. After that there was a slow desorption of the diquat, resulting in less than 20% net sorption after 1 hour. If the initial soluble diquat measurement after addition of diquat to the 10 mg/L reactor is accepted as erroneous, the sorption of diquat during the first 15 minutes of mixing was only 0.0439 mg/L, i.e., less than 5%. The overall results indicate that slightly more than 1.3 mg/L (13%) of the 10 mg/L of diquat had been sorbed after 1 hour, but all but 0.288 mg/L of it had desorbed after 8 hours. The results clearly show that diquat is not substantially removed from solution by raw sewage solids. It can be concluded that sorption of diquat by raw sewage organic solids at typical VSS concentrations is not a major mechanism for the removal of diquat from solution. It can be further concluded that primary sedimentation will remove only a small fraction of the diquat from solution, which means that most of it will continue on to the following biological process.

Table 1. Removal of Diquat Dibromide by Raw Sewage Particles
(TSS = 221 mg/L, VSS = 181 mg/L)

Time (min)	Remaining Diquat, (mg/L)	
	Initial Diquat=1 mg/L	Initial Diquat=10 mg/L
0	0.740	7.722
15	0.719	9.561
30	0.774	9.567
45	0.785	8.779
60	0.820	8.640
120	0.752	8.918
240	0.863	8.850
480	0.823	9.712
1440	0.807	9.653

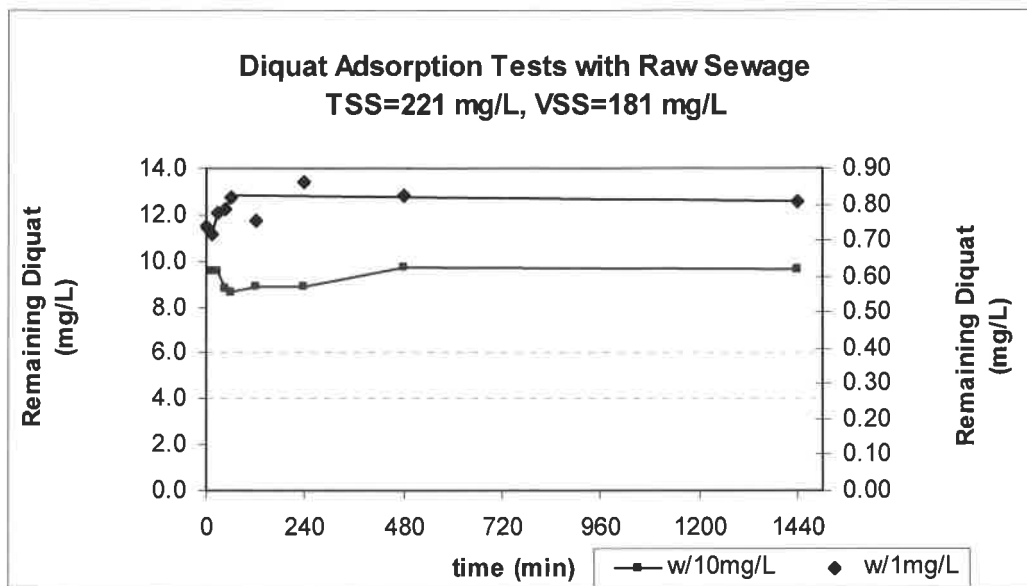


Figure 2. Sorption and desorption of diquat on raw sewage particles

Activated Sludge Sorption

The sorption of diquat on activated sludge particles was evaluated through several batch experiments, and the results are summarized in Table 2. The first three batch tests evaluated the sorption of 1 and 10 mg/L diquat on MLSS concentrations of 4530 to 4750 mg/L. The batch sorption tests included an isotherm determination experiment wherein the same amount of diquat (10 mg/L) was applied to five different concentrations of the same activated sludge. The MLSS concentrations for the isotherm determination varied from 876 to 3808 mg/L MLSS. Table 2 also contains the results observed during determinations of oxygen uptake rate (OUR) changes obtained with activated sludge MLSS concentrations of 6700 mg/L and diquat solutions of both 12.3 and 24.3 mg/L, applied in separate experiments. Additionally, the results of experiments designed to determine the effects of pH, and of pH changes induced by nitrification of a poorly buffered wastewater, on the desorption of diquat from MLSS, are included in the table. The data obtained were used to calculate both sorption and desorption rates, and to determine the Freundlich isotherm coefficients, and this information is provided in Table 2.

The results show that diquat is sorbed to a much greater extent in an activated sludge environment than by raw sewage particles. Apparently this is because activated sludge particles are present in much greater concentrations than raw sewage particles. In two tests of 0.93 mg/L diquat solutions, 67 & 75% of the diquat was immediately sorbed during mixing with MLSS concentrations of 4750 and 4635 mg/L, respectively. While the total sorption was about 80%, the adsorption per particle was only 0.00014 mg diquat per mg MLSS. In comparison, the initial sorption per particle in the raw sewage experiment for 1 mg/L diquat was 0.00118 mg/L, more than 8 times the sorption per particle of activated sludge for a similar initial diquat concentration. Similarly, the diquat sorption per raw sewage particle from a 10 mg/L solution was 0.00615 mg diquat per mg particles, whereas the sorption by activated sludge from a 9.3 mg/L solution was only 0.00121 mg diquat per mg particles. Thus, the sorption per particle for raw sewage was 5 times greater than the sorption per activated sludge particle from a 9 to 10 mg/L diquat concentration. Regardless, the total sorption of diquat by activated sludge was much greater than the total sorption by raw sewage solids, and this is the important point with respect to the fate and effects of diquat dibromide in wastewater treatment

systems. Raw sewage solids at a concentration of 221 mg/L removed only 20% of a 1 mg/L concentration, and only 13% of a 10 mg/L solution after 1 hour. By contrast, activated sludge at a concentration of 4,605 mg/L removed more than 88% of a 1 mg/L concentration, and almost 60% of a 10 mg/L concentration after 1 hour of mixing.

The results also show that most of the diquat removal occurs immediately upon mixing with the activated sludge. During the Batch #1 and #2 experiments, 78 and 84% of the total diquat removed from 0.93 mg/L concentrations was removed immediately upon mixing. Also, 77% of the total amount removed from the 9.3 mg/L concentration was immediately removed by brief mixing.

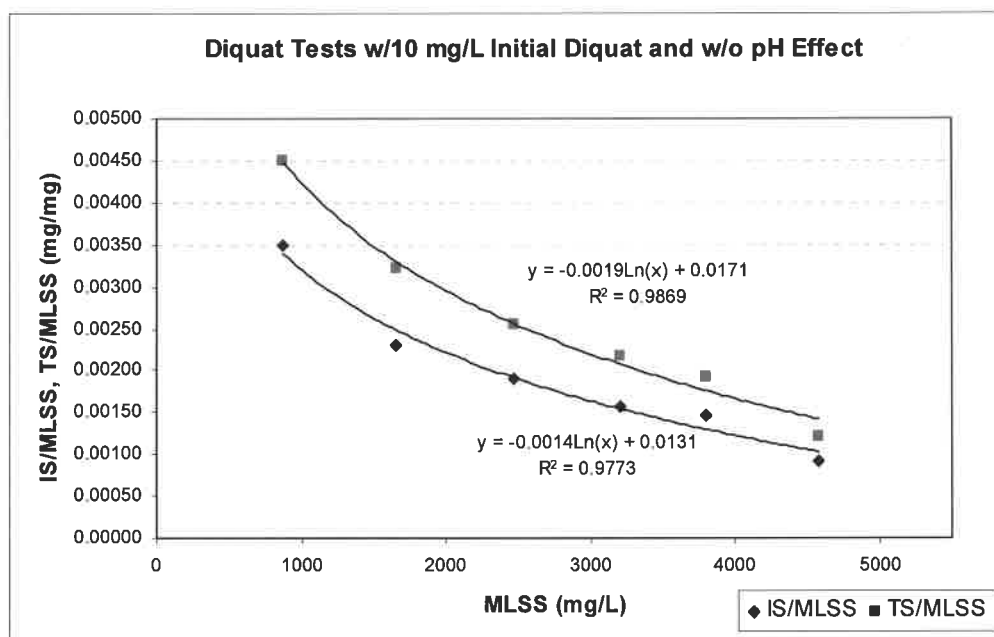


Figure 3. Impact of changing MLSS values on initial and total diquat sorption on activated sludge.

The isotherm experiments showed that both the initial and total amounts of diquat sorption by activated sludge were a strong function of the particle concentration (Figure 3). Activated sludge MLSS concentrations of 876 to 3808 mg/L were used to sorb diquat from a 10 mg/L diquat solution. The reasonably smooth curves of Figure 3 were obtained. The total diquat sorption per activated sludge particle varied from 0.00458 to 0.00157 mg/mg, with the higher sorptions occurring at the lower MLSS concentrations. However, the highest MLSS concentration (3808 mg/L) removed nearly 73% of the diquat from solution whereas the lowest concentration (876 mg/L) removed only 40%. The Freundlich isotherm equation derived from the results was:

$$X/M = (0.000703)C^{(1/0.988)} \quad (\text{Equation 1})$$

Where X = the sorbed diquat mass

M = the mass of activated sludge present

C = the equilibrium concentration of diquat when sorption was complete

Table 2. Summary of the results of diquat sorption experiments, and Freundlich Isotherm of diquat sorption on activated sludge

Test	Initial pH	Final pH	MLSS mg/L	Initial Diquat mg/L	Initial Sorption mg/L	Equilibrium Concentration mg/L	Total Sorption mg/L	IS/MLSS mg/mg	TS/MLSS mg/mg	Sorption Eqn	Desorp. Eqn	Sorption Rate	X/M=(0.000703) ^{1/0.843} X/M	Isotherm/Data
Batch #1			4750	0.93	0.624	0.133	0.797	0.00013	0.00017	$y = 0.2926x^{-0.1087}$		0.1087	0.00009	0.544
Batch#2			4635	0.93	0.694	0.104	0.826	0.00015	0.00018	$y = 0.2273x^{-0.1079}$		0.1079	0.00007	0.399
			4580	9.3	4.261	3.733	5.56	0.00093	0.00121	$y = 4.9498x^{-0.0388}$		0.0339	0.00267	2.195
Freundlich Isotherm			876	10.0	3.06	6.06	3.94	0.00349	0.00450	$y = 8.1861x^{-0.0413}$		0.0413	0.00436	0.969
			1655	10.0	3.80	4.67	5.33	0.00229	0.00322	$y = 7.4594x^{-0.0643}$		0.0643	0.00335	1.040
			2472	10.0	4.70	3.67	6.33	0.00190	0.00256	$y = 6.6489x^{-0.0818}$		0.0818	0.00262	1.023
			3214	10.0	5.04	3.00	7.00	0.00157	0.00218	$y = 6.0706x^{-0.097}$		0.097	0.00214	0.981
			3808	10.0	5.61	2.68	7.32	0.00147	0.00192	$y = 5.1398x^{-0.0895}$		0.0895	0.00191	0.992
OUR			6700	17.4	5.22	7.85	4.34	0.00078	0.00065	$y = 11.795x^{-0.056}$		0.056	0.00566	8.735
			6700	34.7	10.4	18.7	5.57	0.00155	0.00083	$y = 23.649x^{-0.0321}$		0.0321	0.01364	16.4
pH Study #1	7.9	8.5	1930	7.8	3.30	2.73	5.07	0.00171	0.00263	$y = 4.6279x^{-0.0726}$		0.0726	0.00194	0.739
	7.0	8.1	1930	7.8	2.96	3.03	4.77	0.00154	0.00247	$y = 4.9135x^{-0.0663}$		0.0663	0.00216	0.875
	6.0	6.7	1930	7.8	3.10	4.71	3.09	0.00160	0.00160	$y = 4.7865x^{-0.024}$	$y = 0.1968\ln(x) + 3.279$	0.024	0.00337	2.108
pH Study #2	7.9	6.0	2130	10.4	3.43	6.62	3.80	0.00161	0.00179	$y = 6.8832x^{-0.0337}$	$y = 0.573\ln(x) + 2.449$	0.0337	0.00476	2.665
	8.0	6.0	2268	10.4	3.49	6.86	3.56	0.00154	0.00157	$y = 6.8548x^{-0.0247}$	$y = 0.5711\ln(x) + 2.7038$	0.0247	0.00493	3.141

Initial Sorption was determined by the diquat concentration remaining in solution immediately after mixing into the mixed liquor

Total Sorption was determined by the lowest observed diquat concentration, which was after 24 hours except when desorption occurred.

Further analysis of the results showed that, while the MLSS concentration determined the magnitude of the initial sorption, the subsequent rate of sorption was not a function of the MLSS concentration. Additional experiments showed that the amount of the initial sorption was not a function of the mixed liquor pH, as illustrated by Figure 4. However, both the rate of sorption and the total amount of sorption were a function of the mixed liquor pH. The latter results are illustrated by Figures 4 and 5.

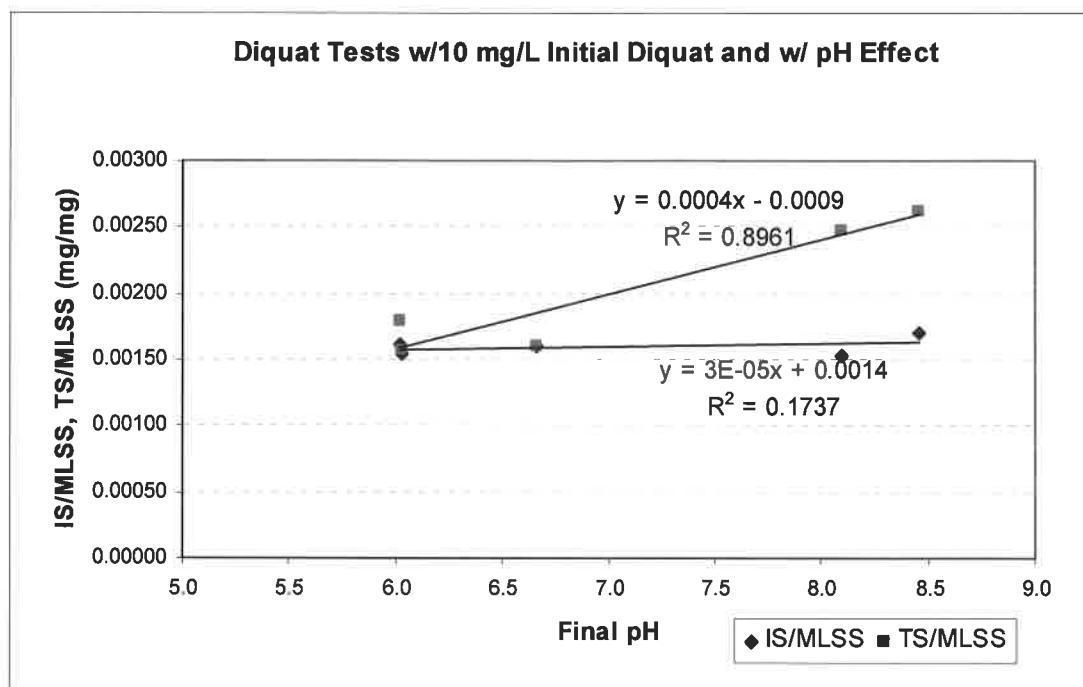


Figure 4. Impact of varying final pH values on initial and total diquat sorption on activated sludge.

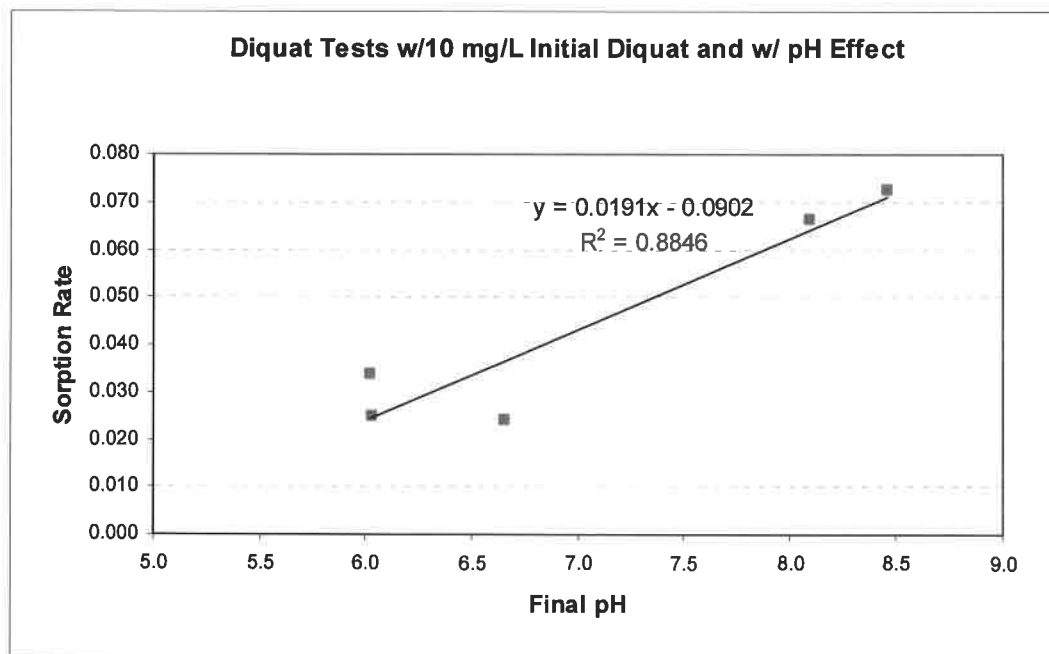


Figure 5. Impact of final mixed liquor pH values on diquat sorption rates.

Additional tests showed that diquat will desorb back to solution from activated sludge solids at slightly acidic pH values. Figure 6 compares the results of batch tests with an initial diquat concentration of 7.8 mg/L at initial mixed liquor pH values of 7.9, 7.0 and 6.0. The graph shows that very little desorption occurred at pH values of 7.9 and 7.0, but nearly all of the sorbed diquat was released back to solution after about 12 hours at an initial mixed liquor pH of 6.0 and a final pH of 6.5. Growing, nitrifying activated sludge was used for this experiment, and the activated sludge concentrations in the three batch reactors increased from 20 to 25% during the first 8 hours of these batch experiments due to biomass growth. An additional set of pH experiments (pH #2) was performed wherein complete nitrification was permitted to reduce the final MLSS pH values to 6.0, which would be typical of what would occur in a nitrifying system that was not adequately buffered by alkalinity. About 20% of the removed diquat was desorbed back to solution.

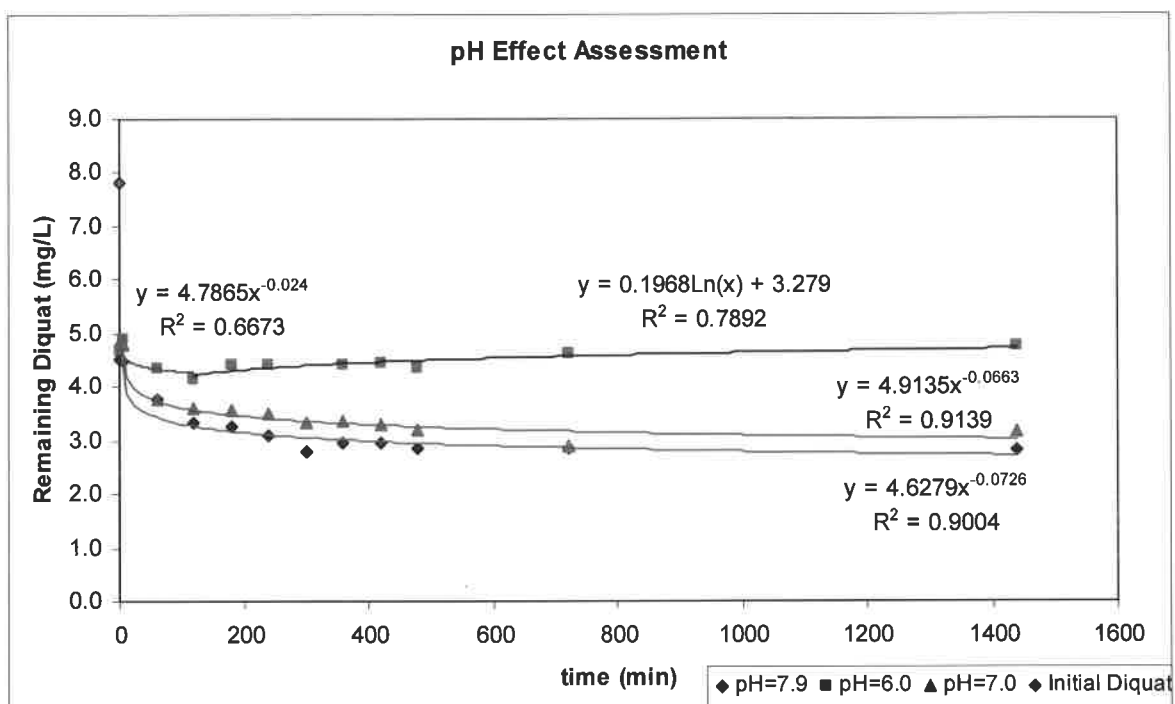


Figure 6. Impact of initial pH values on diquat sorption profiles.

Sorption/Removal in Continuous Flow Systems

The sorption (removal) of diquat by continuous flow activated sludge systems also was evaluated. A 1-mg/L concentration of diquat was fed to a BNR system for a period of 24 hours in one experiment, and, in two separate experiments, diquat concentrations of 10 and 12.6 mg/L were fed to the fully aerobic system for a period of 3 hours each. The results were observed, and are summarized in Appendix Tables 1 and 2. All continuous flow systems were operated at an MCRT of 15 days, and at a constant temperature of 10°C. The MLSS concentration in the aerobic zone of the BNR system averaged 5,535 mg/L, which was a VIP configuration and, thus, the MLSS concentration is greater than what it would be for other configurations. The MLSS averaged 3,650 mg/L in the fully aerobic continuous flow pilot system.

The BNR system fed an influent concentration of 1 mg/L diquat for 24 consecutive hours discharged effluent diquat concentrations of 0.053, 0.035 and 0.014 mg/L after 12, 24 and 48 hours, respectively,

for diquat removals of more than 94% for all observations. It is intriguing that the effluent concentration was less after 24 hours of diquat feeding than it was after 12 hours, considering that the same concentration of diquat was being fed to the system over that entire period. This result suggests that the diquat was being hydrolyzed and/or biodegraded during the experiment.

The results from the two experiments when the fully aerobic activated sludge system fed 10 mg/L diquat for 3 hours are listed in Appendix Table 2, and diquat sorption and progression through the system is illustrated by the data plots in Figure 7. The plots show the progression of the diquat through the activated sludge system with time, and also show that the highest effluent concentration observed was 1.63 mg/L, which was observed 6 hours after the beginning of diquat addition. Thus, diquat removal by the system was approximately 84% or greater at all times. Once diquat addition was stopped, the effluent diquat concentrations decreased quickly relative to the HRTs of the reactors.

Summary

The sorption experimental results show that only a small amount of the diquat will be removed by sorption to the particles in raw sewage. However, most of the diquat will be removed from solution during activated sludge treatment because of the high concentration of biomass solids present. Removals were particularly good during treatment in continuous flow systems that were designed and operated in a manner similar to full-scale treatment plants, and fed municipal sewage. Diquat removals of 94% or more were achieved when the influent diquat concentration was approximately 1 mg/L for a period of 24 hours. The maximum effluent concentration observed from a fully aerobic system that was fed nearly 10 mg/L of diquat for three hours was 1.63 mg/L. Regardless, substantial diquat concentrations may remain after diquat sorption is complete, depending upon the initial diquat concentration relative to the activated sludge concentration. Also, slightly acidic pH conditions can result in the release of most of the sorbed diquat back to solution during aerobic treatment. It was possible to determine a Freundlich isotherm equation for the sorption of diquat by activated sludge.

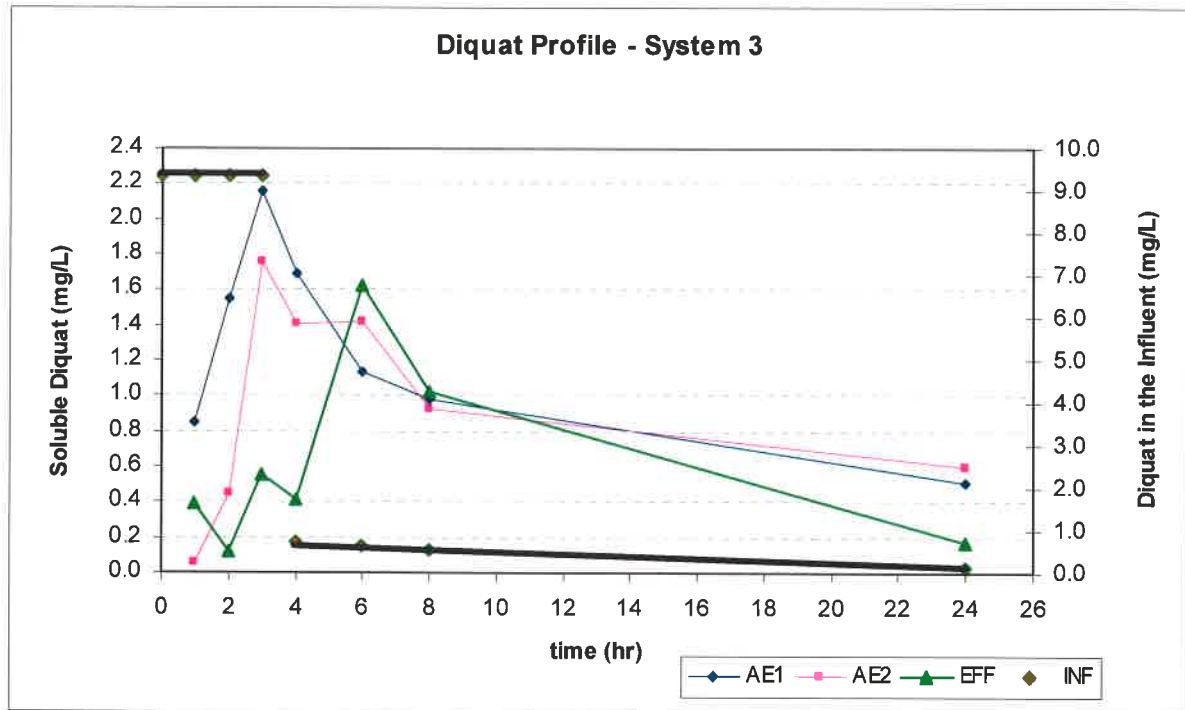


Figure 7. Change in soluble diquat concentrations with time, continuous flow experiment with 10mg/L diquat in the feed to the fully aerobic system, 15 d SRT, MLSS= 3,645 mg/L, T=10°C.

IMPACTS OF DIQUAT DIBROMIDE ON BIOLOGICAL PROCESSES

The effects of diquat on biological processes were evaluated by effluent and profile measurements during the continuous flow experiments, and further evaluated using batch studies. Table 3 compares continuous flow data from the control BNR system with continuous flow results from the experimental BNR system when fed 1 mg/L of diquat for 24 hours, and the fully aerobic system when fed approximately 10 mg/L and 12.6 mg/L for 3 hours in two separate experiments.

The results indicate that diquat concentrations of 1 mg/L or less have negligible detrimental effects on the several biological processes that occur in BNR systems. The BNR #2 data columns show that performance was similar to that of the control system, and that there were no significant changes in effluent quality after 24 hours of feeding an influent that contained 1 mg/L diquat. One mg/L diquat is a greater diquat dosage than a 10 mgd plant without primary sedimentation would receive over an 8 hour workday of killing roots in sewers. The two most significant changes observed between $t=0$ and $t=24$ hrs were an increase in the effluent soluble Kjeldahl nitrogen (SKN) concentration (1.4 mg/L) and a decrease in the effluent phosphate concentration (1.17 mg/L). Diquat contains two nitrogen atoms per mole, and logically this caused the increase in SKN. The improvement in phosphorus removal was unexpected, but certainly indicates that 1 mg/L diquat has no toxic effect on BPR.

The results from the two experiments wherein concentrations of 10 and 12.6 mg/L diquat were fed with the influent to the fully aerobic system were mixed, but generally indicated that even concentrations this high have little if any detrimental effects on BNR processes. The most significant changes observed were a 3.3 mg/L decrease of effluent nitrate and a 1.94 increase of effluent phosphate during the Aerobic 1 experiment. However, neither of these changes was confirmed by the Aerobic 2 experiment. There was an increase in effluent nitrite nitrogen from 0.9 to 2.02 mg/L during Aerobic 2, but this was different from the results of the Aerobic 1 experiment. From the results it was concluded that influent diquat concentrations as high as 12.6 mg/L had no significant detrimental effects on the continuous flow biological wastewater treatment processes.

Table 3. The effects of diquat on the performance of biological treatment processes

Parameter (mg/L)	BNR#1 Control 7/27-8/15	BNR#2 1mg/L-24hr feeding 8/9/00		Aerobic 1 10 mg/L-3hr feeding 8/8/00		Aerobic 2 12.6 mg/L-3hr 9/5/00	
		t = 0	t = 24 hrs	t = 0	t = 8 hrs	t = 0	t = 4 hrs
MLSS	4758	5830	5468	3576	3700	3510	3775
MLVSS	3361	4250	3864	2984	3108	2805	3065
Inf. COD	417	306	306	348	348	310	310
Eff. COD	16.1	23	19	19	25	40	40
Inf. TKN		61	61	22	22	43	43
Eff. NH ₄ -N	1.21	0.0	0.0	0.0	0.0	0.0	0.0
Eff. NO ₃ -N	10.2	10.7	11.4	11.5	8.2	15.8	16.8
Eff. NO ₂ -N	0.0014	0.0	0.0	0.0	0.0	0.9	2.02
Eff. SKN		2.8	4.2		1.4	6.6	
Inf. PO ₄ -P	12.0	11.3	11.3	5.9	5.9	2.0	2.0
Eff. PO ₄ -P	1.02	1.55	0.38	2.47	4.43	0.0	0.0

The Effects of Diquat on Nitrification and Denitrification

The effects of diquat on nitrification were of greatest concern during the experiments because diquat had been selected as a replacement root killing chemical for sodium methyldithiocarbamate (aka metam sodium), a known strong inhibitor of nitrification in activated sludge systems. Therefore, the effects of diquat on nitrification rates, when applied to biological systems in the RewardTM formulation, were further studied using both continuous flow and batch experiments. Also, sufficient data was collected during the experiments to evaluate the effects on denitrification.

The complete results of the continuous flow experiments summarized in Table 3, are given in Appendix Tables 1, 2 and 3. The effluent ammonium concentrations indicate that 1 mg/L influent diquat had no effect on nitrification in the experimental BNR system. The influent TKN concentration was 60.8 mg/L, and the effluent ammonium concentration after 24 hours of diquat feeding was non-detectable, i.e., 0 mg/L. Also, there was no impact on denitrification. The BNR system was denitrifying recycle flows of 2 Q (414 L/d), which resulted in an effluent nitrate nitrogen concentration of 10.7 mg/L before diquat addition. Then, the effluent nitrate was 10.6 and 11.4 mg/L as N after 12 and 24 hours of diquat addition. The effluent nitrate was 12.17 mg/L 48 hours after the start of the experiment. The small increase in effluent nitrates observed was the result of a small increase in the amount of TKN in the wastewater rather than a decrease in the total amount of nitrification. During the 9.3 mg/L diquat experiment with the fully aerobic system, the concentration of nitrate in the effluent was lower than the concentration of 11.5 mg/L most of the time during and after the addition of diquat for 3 hours. It was as low as 8.16 mg/L 6 hours after addition began, and 8.2 mg/L 8 hours after, indicating that denitrification may have been stimulated rather than inhibited. When the influent diquat concentration to the fully aerobic system was 12.6 mg/L, the effluent nitrate concentrations increased slightly, from 15.8 mg/L at the start to as much as 17.1 two hours after addition started, but was only 12.4 eight hours after the start. The impact of diquat on the effluent nitrate would not have been observed in the effluent as early as 2 hours after the start of addition, given the HRT of the system. Any significant diquat effects would have been observable in the effluent after 8 hours. Thus, this result appears to confirm that diquat stimulates denitrification rather than inhibit it.

Nitrification Rate Determinations

Batch nitrification rate tests were performed to more fully investigate the effects of RewardTM on the rate of nitrification. The results are shown in Table 4.

Table 4. Batch Determinations of Nitrification Rates, BNR sludge with SRT = 14.5 days				
Experiment	Diquat Conc.	MLVSS	Nitrifier Conc., X_N	Max. Growth Rate, μ_A
	mg/L	mg/L	mg/L	d ⁻¹
Control Test 1	0	3,391	100	0.64
Diquat Test 1	1.0	3,391	100	0.66
Control Test 2	0	3,325	90	0.816
Diquat Test 2A	1.0	3,325	90	0.826
Diquat Test 2B	10.0	3,325	90	0.764

Soluble Diquat = 0.2, 0.16 and 4.23 mg/L in Diquat Test 1, 2A & 2B, respectively

The results show that a diquat concentration of 1 mg/L had a negligible effect on the nitrifier growth rate. In fact, the nitrifier growth rate for both experiments with 1 mg/L diquat were measured as slightly higher than the rate measured for the control reactor. However, the differences were small and not statistically significant. A dosage of 10 mg/L diquat appeared to decrease the the nitrifier growth rate by 6%, but the rate observed (0.764 d⁻¹) in the reactor that had 10 mg/L diquat is a very

high rate relative to typical rates, including the one determined in the first 1 mg/L test, and this indicates that the nitrifier population in the 10 mg/L experiment was very healthy and effective. The sludge used for these batch experiments was taken from the last aerobic reactor of the continuous flow control system.

Oxygen Uptake Rate Determinations

Apparently the greatest impact that high concentrations (10 mg/L) of diquat have on activated sludge is an increase in the oxygen uptake rate (OUR). An experiment was performed wherein the fully aerobic continuous flow system was fed a batch of settled sewage for 4 hours, then 10 mg/L of diquat was added to the influent for 3 hours and the results observed. The complete results for this experiment are given in Appendix Table 3, and the changes in both OUR and the specific oxygen uptake rate (SOUR) are illustrated by Figure 8.

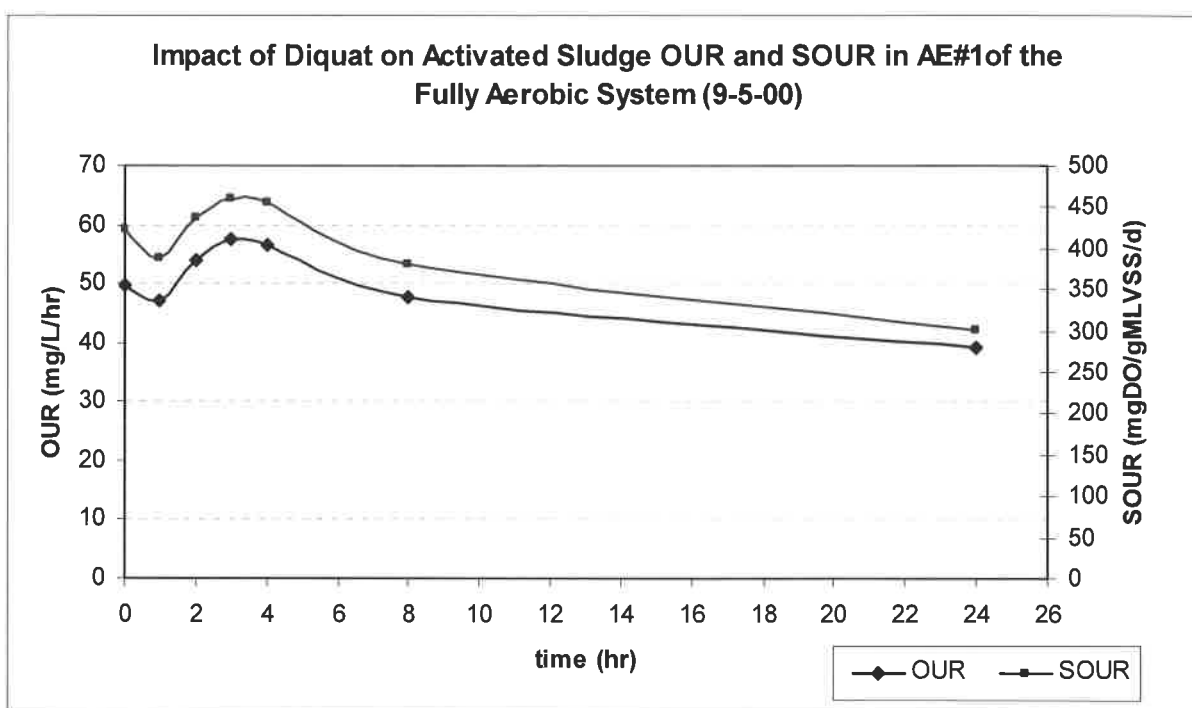


Figure 8. The observed changes in oxygen uptake rate in Aerobic Reactor 1 of the Fully Aerobic System, resulting from feeding 12.6 mg/L diquat for 3 hours.

The figure shows that there was a short-term (< 1 hr.) decrease in OUR and SOUR immediately following the addition of diquat to the system. However, this decrease, which is evidenced by only one observation that may be an outlier, was followed by a 3-hour increase in OUR/SOUR relative to the initial uptake rate. The OUR observed in the first reactor (AE1) 3 hours after diquat feeding began was 16% greater than the rate before diquat was added. The pre-diquat OUR in AE1 was 49.7 mg/L/hr, so the OUR in AE1 increased by slightly more than 8 mg/L/hr. The OUR in the second reactor (AE2) increased by nearly 5.4 mg/L/hr because its OUR pre-diquat was only 19.8 mg/L/hr. The data in Table 5 shows that the combined rate of OUR for both reactors three hours after diquat addition began was 19% greater than the pre-diquat rate. The data in Table 5 also shows that, while the OURs in the two reactors increased by as much as 16% and 27%, respectively, the combined total oxygen utilization in both reactors from time = 0 through the time of OUR measurement, increased

by only 9.3 % compared to utilization before diquat addition began, and the percent increase was the greatest four hours after addition began.

The increase in OUR and total oxygen consumption would be compensated for automatically if the wastewater treatment plant (WWTP) was equipped with continuous DO monitoring interfaced with the blowers. However, if the plant is fully loaded and not equipped for continuous monitoring, then the WWTP operators would need to make adjustments to the blowers. If operating compensations were not made, then DO concentrations in the mixed liquor could drop below desirable concentrations and excessive denitrification and floating sludge could occur in the secondary clarifiers. For most WWTPS this is unlikely to be a problem.

Table 5. Increase in total system oxygen utilization after feeding 12.6 mg/L diquat for three hour:

Conventional Fully Aerobic Activated Sludge System.

Influent Diquat mg/L	Date of exper.	Influent COD mg/L	Reactor	Increase in Oxygen Utilization				
				Initial Rate mg/L/hr	After 3 hours %	After 4 hours %	After 8 hours %	After 24 hours %
12.6	9/05/00	310	AE1	49.7	16	14	4	-20
			AE2	19.8	27	18	20	0
			Combined Rate	34.8	19	15	9	-14
			Combined Total O₂ Utilization	mg/hr 2,294	6.65	9.3	9.2	-0.9

Full Scale Results

Diquat was applied to the sewers of Bowie, Maryland from Monday, November 13 through Friday November 17 at the following rates:

Monday	1.0 gallons
Tuesday	4.0
Wednesday	3.0
Thursday	4.0
Friday	1.5

The flow to the Bowie BNR WWTP was 2.189 mgd on the 13th, 1.891 mgd on the 14th, 1.968 on the 16th, and 2.079 mgd on the 17th. This plant does not have primary sedimentation. Therefore, the maximum diquat concentrations that could have reached the WWTP during the workday, with the conservative assumptions that flow during the workday was average and no consumption occurred during root killing, was 1.5, 2.7, 3.4 and 2.4 mg/L, respectively. It was assumed that the diquat was applied over a four hour period on the 13th and 17th, and over an eight hour period the rest of the days. The WWTP MLSS concentration averaged 2800 mg/L over the five day period. The effluent soluble phosphorus concentrations on the 15th, 16th @ 7:10 am, 16th @ 10:00 am, and on the 17th were 0.06, 0.04, 0.14, and 0.06 mg/L, respectively. These effluent concentration were very similar to the values of 0.06, 0.08 and 0.06 mg/L observed on November 6, 7 & 8, respectively. Effluent ammonium concentrations were not measured during the week of diquat addition, but the effluent alkalinity concentrations were the same as the preceding week, indicating that the same balance of nitrification

and denitrification was occurring. The preceding week, the two effluent ammonium nitrogen concentrations measured had the same value, 0.28 mg/L.

By comparison, the application of metam sodium to the same sewer system in December disrupted nitrification for a period of more than 3 months, with effluent ammonium nitrogen concentrations as high as 9 mg/L.

EFFLUENT TOXICITY

Effluent toxicity is another concern that must be considered when a potentially toxic chemical such as a herbicide enters a WWTP and is not fully biodegraded. The sorption experiments demonstrated that diquat is not completely removed from solution during treatment. The amount discharged in the effluent is small relative to the amount in the influent, but concentrations as high as 1.63 mg/L were observed in the effluent when 10 mg/L was fed into the influent. Effluent samples were collected from the continuous flow systems at selected times, and analyzed for acute and chronic toxicity using *Ceriodaphnia dubia* (water fleas). The results are listed in Appendix Tables 1, 2, & 3.

Samples were collected at 24 hours after the 1 mg/L diquat concentration was added to BNR experimental system, and compared to an effluent sample collected from the control BNR system, which never received any diquat. It was assumed that the diquat concentration would be likely to peak after 24 hours of constant feeding. However, the effluent diquat concentration was 0.035 mg/L after 24 hours whereas it was 0.053 mg/L after 12 hours of constant feeding. Apparently the activated sludge was able to adapt to and degrade diquat at a slow rate, but sufficiently fast to reduce the concentration with time, even though the influent concentration was the same throughout the experiment. The mortality rate for the water fleas in the 24 hour sample was only 5% greater than what was observed in the control sample, and it was not possible to determine a LC_{50} value because the toxicity was too low. Reproduction of the water fleas continued at a greater rate than that required by EPA to pass the chronic test.

Composite samples were collected from the fully aerobic system during both experiments when 10 mg/L diquat was added to the influent for 3 hours. The samples were collected over the time period when it was assumed the effluent diquat concentrations would be at a maximum, i.e., 6, 6.5 & 7 hours after diquat addition began. Also, samples were collected and tested after 24 and 48 hours. Again, a sample was collected from the Control System for comparison. The mortality rate in the composite sample from the first 10 mg/L diquat experiment was 15% greater than the control, but, again, it was not possible to calculate a LC_{50} value because the toxicity was too low, and reproduction continued at a satisfactory rate. There was no additional mortality in the 24 hour sample. When the experiment was repeated with an even greater diquat dosage added to the influent (12.6 mg/L), there was no additional mortality in the composite sample, and there was only 5% additional mortality in the 24-hour sample. In actuality, none of the increased mortality rates observed were statistically significant. It seems clear that the amounts of diquat likely to be discharged by WWTPs receiving the chemical in the influent from root control activities are very unlikely to cause significant effluent toxicity. However, it was established that the toxicity of diquat is a function of the dissolved solids in the wastewater. The results reported above are for conductivities in the range of 400 to 600 units.

All of the toxicity testing was performed in the Virginia Tech Aquatic Biology Laboratory under the direction of Dr. Donald S. Cherry, Professor of Biology.

CONCLUSIONS

The following conclusions were developed after carefully reviewing the results of this investigation:

1. When diquat is applied in sewers to control root growth, the resulting diquat concentration in the influent to the downstream WWTP will be a function of the amount applied, the amount consumed through interactions with the roots during the application, and the rate of sewage flow in the treated sewer. The maximum diquat concentration in the influent of a 10-mgd plant, assuming no consumption during application, should not exceed 0.67 mg/L. This calculation assumes the application of 4 gallons of RazorooterTM during a full 8–10 hour workday between the hours of 6 am to 6 pm. The diquat concentration to a 1 mgd WWTP would not be expected to exceed 6.7 mg/L.
2. Diquat adsorbs to the particles in raw sewage, but the amount of adsorption is a function of the concentration of particles. Because the total suspended solids concentration of raw sewage typically averages between 200 and 250 mg/L, the total amount adsorbed is unlikely to be as much as 20% from diquat concentrations of 1 to 10 mg/L as diquat, and then significant desorption is likely to occur. Thus, the amount of diquat that will be removed by primary sedimentation is small.
3. Most of the diquat entering an activated sludge system will be removed from solution and the amount discharged in the effluent will be a small fraction of the concentration entering the system. Most of the removal occurs immediately upon mixing with the MLSS, and the amount removed by continuous flow systems treating a waste flow is greater than the amount removed in laboratory batch reactors. The large fraction removed by sorption occurs because of the high suspended solids concentration of activated sludge, because the amount of diquat sorbed per unit suspended solids is typically less than the amount that adsorbs to raw sewage solids. When 1 mg/L of diquat was added for 24 hours to the influent of a continuous flow full BNR pilot plant, the maximum amount observed in the effluent was 0.053 mg/L. The addition of 10 mg/L of diquat to the influent of a fully aerobic activated sludge pilot plant system for a period of 3 hours resulted in a maximum diquat concentration of 1.63 mg/L in the secondary effluent, observed 6 hours after addition began. The nominal HRT of the activated sludge tanks was 8 hours. The effluent diquat concentration after 8 hours was only 1.03 mg/L. The MLSS concentration in the last aerobic reactor of two was 3,716 mg/L. Lower effluent concentrations were observed during a subsequent experiment with an influent diquat concentration of 12.6 mg/L.
4. Low mixed liquor pH values (6.0 – 6.5), such as could result from complete nitrification of a poorly buffered (low alkalinity) wastewater, will result in some desorption of diquat previously sorbed by activated sludge. When the pH in the final aerobic reactor was 6.0 at the end of a nitrification experiment, the amount of diquat desorbed was 20% of the amount previously sorbed. The rate of sorption increased linearly as the pH increased from 6.0 to 8.5. The rate was more than 2 times greater at 8.5 compared to 6.0.
5. Influent diquat concentrations as high as 12.6 mg/L had negligible detrimental effects on the activated sludge biological processes in the experimental continuous flow pilot plant systems. A small decrease in the nitrification rate (7.5%) was observed in a batch rate determination with an influent diquat concentration of 10 mg/L. However, the rate measured (0.764 d^{-1}), even with the small decrease was greater than rates that typically are measured. The continuous flow data indicated that diquat improves denitrification. Both continuous flow and batch experiments indicated that there are no detrimental effects on biological phosphorus removal. Full-scale results from a 2.2 mgd plant further indicated no detrimental effects on biological nutrient removal processes.

6. Influent diquat concentrations increase the activated sludge oxygen uptake rate (OUR) by more than what would be expected from the increase in influent COD resulting from diquat addition. An influent concentration of 12.6 mg/L caused a peak OUR increase of 19%, observed 3 hours after addition began. The diquat also increased the total amount of oxygen consumed by the activated sludge system over an eight-hour period, when the system was fed diquat for only 3 hours. The peak increase of 9.3% was observed 4 hours after diquat was added to the influent.
7. The diquat concentrations in the effluents from the experimental continuous flow systems were either clearly non-toxic, e.g., when the influent concentration was 1 mg/L, or exhibited very slight toxicity, e.g., when the influent concentration was as high as 12.6 mg/L. When tested for acute toxicity using *Ceriodaphnia dubia* (water fleas), the increase in mortality after 24 hours of feeding 1 mg/L of diquat was only 5% greater than the control, which is within the statistical variation of the test. A mortality increase of 15 % was observed when an effluent composite sample compiled from 6 to 7 hours after the beginning of diquat addition was tested. However, no effluent toxicity was observed in a same period composite sample when the influent diquat concentration added for 3 hours was 12.6 mg/L. It was concluded that the effluent diquat concentrations observed during this investigation were non-toxic to the test organism.

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Appendix Table 1. System #2: BNR System + 1 mg/L Diquat Dibromide as Diquat (24 hr feeding) 08/09/2000

Inf WW COD (t=0) = 232mg/L	Inf WW PO4-P (t=0) = 0.57 mg/L	Chem Tank Na (t=0) = 1080 mg/L	Combined WW PO4-P (t=0) = 11.3 mg/L
Inf WW NH4-N (t=0) = 16.7mg/L	Inf WW Acetic A (T=0) = 35 mg/L	Chem Tank Na (t=2d) = 993 mg/L	Combined WW PO4-P (t=48hr) = 14.5 mg/L
Inf WW NH4-N (t=24hr) = 17mg/L	Inf WW Acetate(t=48hr) = 79 mg/L	Chem Tank Na (t=3d) = 1070 mg/L	Combined WW PO4-P (t=72hr) = 13.9 mg/L
Inf WW NH4-N (t=48hr) = 18mg/L	Inf WW Acetate (t=72hr) = 48 mg/L	Inf WW Na (t=0) = 38 mg/L	Combined WW NH3-N (t=0) = 35 mg/L
Inf WW NH4-N (t=72hr) = 18mg/L	Inf WW TKN (t=0) = 43.4 mg/L	Inf WW Na (t=1d) = 32.2 mg/L	Combined WW NH3-N (t=48hr) = 37 mg/L
Inf WW TSS = 306mg/L	Inf WW SKN (t=0) = 21 mg/L	Inf WW Na (t=2d) = 38.6 mg/L	Combined WW NH3-N (t=72hr) = 37 mg/L
Inf WW VSS = 258mg/L	Chem Tank PO4-P (t=0) = 447 mg/L	Inf WW Na (t=3d) = 42.2 mg/L	Combined WW Acetate (t=0) = 93 mg/L
Chem Tank NH4-N (t=0) = 766mg/L	Chem Tank PO4-P (t=48hr) = 465 mg/L	Inf WW Diquat (t=5 m) = 0.612 mg/L	Combined WW Acetate(t=48hr) = 138 mg/L
Chem Tank NH4-N (t=48hr) = 809mg/L	Chem Tank PO4-P (t=72hr) = 443 mg/L	Inf WW Diquat (t=0.5d) = 0.385 mg/L	Combined WW Acetate (t=72hr) = 109 mg/L
Chem Tank NH4-N (t=72hr) = 798mg/L	Chem Tank Acetate (t=0) = 2446 mg/L	Inf WW Diquat (t=1d) = 0.293 mg/L	Combined WW Na (t=0) = 63.1 mg/L
Chem Tank COD (t=0) = 3283mg/L	Chem Tank Acetate (t=48hr) = 2540mg/L	Inf WW Diquat (t=2d) = 0.018 mg/L	Combined WW COD (t=0) = 306 mg/L
	Chem Tank Acetate (t=72hr) = 260mg/L	Inf WW Diquat (t=3d) = 0.046 mg/L	Combined WW TKN (t=0) = 60.8 mg/L

Anaerobic #2

Time hr	Diquat mg/l	MLSS mg/l	MLVSS mg/l	NH4-N mg/l	NO2 mg/l	NO3 mg/l	PO4-P mg/l	COD mg/l	Acetate mg/l
0		3144	2420	19.4	0	0	52.9	77	21.3
12	0.35	2792	2092	20.4	0	0.011	61.9	88	32.4
24	0.286	2848	2120	20.3	0	0	65.4	101	22
48	0.044	2788	2120	16.7	0.74	0	55.2	51	0

Anoxic #2

Time hr	Diquat mg/l	MLSS mg/l	MLVSS mg/l	NH4-N mg/l	NO2 mg/l	NO3 mg/l	PO4-P mg/l	COD mg/l
0		6130	4590	11.8	0	0.09	27.0	29
12	0.094	5212	3760	13	0	0.0014	30.0	37
24	0.514	5376	3856	12.6	0	0	29.5	50
48	0.033	5320	3876	11.3	0	0.69	30.4	33

AE#3

Time hr	Diquat mg/l	MLSS mg/l	MLVSS mg/l	NH4-N mg/l	NO2 mg/l	NO3 mg/l	PO4-P mg/l	COD mg/l	OUR mg/l.h	AE1/AE2/AE3	SOUR mgDO/gMLVSS/d
0		5830	4250	ND	0	10.73	1.01	19	57.8/28.2/24		136
12	0.204	5444	3860	ND	0	10.52	0	39	72/39/31		193
24	0.028	5468	3864	ND	0	10.12	0	34	75.6/31.5/21.6		134
48	0.034	5396	3884	ND	0	12.04	0.3	25	67.5/39/18		111

Eff

Time hr	Diquat mg/l	TSS mg/l	VSS mg/l	NH4-N mg/l	NO2 mg/l	NO3 mg/l	PO4-P mg/l	COD mg/l	TKN mg/l	SKN mg/l	Toxicity %
0		21	20	ND	0	10.72	1.55	23	3.64	2.8	0
12	0.053	21	16	ND	0	10.60	0.00	36			
24	0.035	12	10	ND	0	11.40	0.38	19	4.9	4.2	5
48	0.014	26	25	0.1	0	12.17	2.76	23			

Appendix Table 2. System #3: Fully Aerobic System + 10 mg/L Diquat Dibromide as Diquat (3 hrs feeding) 08/08/2000

Inf WW NH4-N = 16.2 mg/L
 Inf WW TSS = 34 mg/L
 Inf WW VSS = 32 mg/L
 Inf WW Na = 39.1 mg/L

Inf WW COD=286 mg/L
 Inf WW PO4-P = 2.62 mg/L
 Inf WW Acetate = 38 mg/L
 Inf TKN=22.4 mg/l

Chem Tank COD = 2849 mg/L
 Chem Tank PO4-P=123 mg/L
 Chem Tank Acetic Acid = ND
 Inf Diquat = 9.34 mg/L

Chem Tank COD = 2849 mg/L
 Chem Tank PO4-P=123 mg/L
 Chem Tank Acetic Acid = ND
 Inf Diquat = 9.34 mg/L

Composite Sample @ 6hr Diquat=1.33 mg/L for Effluent (after 6:00, 6:30, 7:00 composite)

AE#1

Time hr	Diquat mg/l	MLSS mg/l	MLVSS mg/l	NH4-N mg/l	NO2 mg/l	NO3 mg/l	PO4-P mg/l	COD mg/l	OUR mg/l.h	SOUR mgDO/gMLVSS/d
0		3436	2888	0.5	0.64	9.97	2.77	20	40	332
1	0.850	3588	3036	0.2	0.98	7.34	3.72	19	48	379
2	1.546	3752	3156	ND	0.52	9.56	3.57	36	55.5	422
3	2.156	3676	3088	0.1	0.36	9.3	3.73	23	37.5	291
4	1.694	4036	3372	ND	0.43	9.01	3.36	17	66	470
6	1.131	3780	3184	ND	0.6	7.41	3.18	26	73.6	555
8	0.981	3464	3916	0.1	0.764	8.38	4.03	39	69	423
24	0.514	3628	3104	0.8	1.1	12.1	2.72	28	52	402

AE#2

Time hr	Diquat mg/l	MLSS mg/l	MLVSS mg/l	NH4-N mg/l	NO2 mg/l	NO3 mg/l	PO4-P mg/l	COD mg/l	OUR mg/l.h	SOUR mgDO/gMLVSS/d
0		3576	2984	0.2	0	11.7	1.08	19	18.9	152
1	0.050	3452	2876	0.3	0.51	8.42	4.51	11	17.9	150
2	0.451	3600	3012	ND	0	10.5	2.77	17	22.1	176
3	1.752	3492	2942	ND	0	10.84	7.1	23	23.1	188
4	1.409	3704	3116	ND	0.016	10.83	4.78	25	40.8	314
6	1.423	3744	3152	ND	0	8.67	5.35	23	26.7	203
8	0.928	3700	3108	0.1	0	9.62	11.04	20	27.9	215
24	0.595	3832	3260	ND	0	14.85	5.92	25	18	133
38		NM	NM	ND	0	13.6	3.5			
50		3500	2936	0.4	0	12.14	1.77	25	27	221

Effluent

Time hr	Diquat mg/l	TSS mg/l	VSS mg/l	NH4-N mg/l	NO2 mg/l	NO3 mg/l	PO4-P mg/l	COD mg/l	TKN mg/l	SKN mg/l	Toxicity %
0		35	35	ND	0	11.5	2.47	19	1.9		0
1	0.397	26	25	0.1	0	10.73	4.07	33			
2	0.125	27	26	0.1	0	10.5	2.45	17			
3	0.554	18	17	ND	0	10.9	5.97	22			
4	0.411	33	31	ND	0	12.51	0.915	23			
6	1.629	27	26	0.7	0	8.16	2.38	25			15
8	1.030	29	28	ND	0	8.2	4.43	25	4.3	1.4	
24	0.177	15	14	ND	0	14.3	5.07	26			0

NM = not measured, ND = not detected, OUR measured in-situ

Appendix Table 3. System #3: Fully Aerobic System + 10 mg/L Diquat Dibromide as Diquat (3 hrs feeding) 09/05/2000

Inf WW COD (pre-diquat addition: 4-hr feeding) = 357 mg/L
 Inf WW NH4-N (t=0)=37.1mg/L
 Inf WW NH4-N (t=8hr)=40.2 mg/L
 Inf WW NH4-N (t=24hr)=38.8 mg/L
 Inf WW TSS (t=0)=76 mg/L
 Inf WW TSS (t=8hr)=36 mg/L
 Inf WW TSS (t=24hr)=26 mg/L
 Inf WW PO4-P (t=0)=2.0 mg/L
 Inf WW PO4-P (t=8hr)=1.77 mg/L
 Inf TKN (t=0)=43.12 mg/L
 Inf TKN (t=8hr)=42.0 mg/L
 Inf TKN (t=24hr)=41.44 mg/L
 Inf Diquat (t=0) = 12.3 mg/L
 Inf Diquat (t=1hr) = 12.8 mg/L
 Inf Diquat (t=2hr) = 12.5 mg/L
 Inf Diquat (t=3hr) = 12.6 mg/L
 Inf Diquat (t=8hr)=0.742 mg/L
 Inf Diquat (t=24hr)=0.183 mg/L

AE#1

Time hr	Diquat mg/L	MLSS mg/L	MLVSS mg/L	NH4-N mg/L	NO2 mg/L	NO3 mg/L	TSN mg/L	PO4-P mg/L	COD mg/L	OUR mg/L.h	SOUR mgDO/gMLVSS/d
0	0.0	3521	2821	5.1	2.94	12.6	20.6	ND	40	49.68	423
1	0.707	3635	2925	4.7	3.27	12.2	20.2	ND	45	47.16	387
2	1.390	3770	2970		3.29	12.4	15.7	ND	50	54	436
3	1.900	3765	3005	4.1	3.02	13.1	20.2	ND	53	57.6	460
4	1.450	3773	2984	6.7	2.17	12	20.9	ND	53	56.52	455
6	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
8	0.419	3779	3021	9.1	2.22	8.65	20.0	ND	57	47.88	380
24	0.229	3745	3120	9.4	1.67	14	25.1	ND	36	39.24	302

AE#2

Time hr	Diquat mg/L	MLSS mg/L	MLVSS mg/L	NH4-N mg/L	NO2 mg/L	NO3 mg/L	TSN mg/L	PO4-P mg/L	COD mg/L	OUR mg/L.h	SOUR mgDO/gMLVSS/d
0	0.0	3510	2805	0	1.48	16.7	18.2	ND	34	19.8	169
1	0.031	3710	3040	0	2	17.4	19.4	ND	42	22.68	179
2	0.375	3770	3095	0	2.41	17.6	20.0	ND	37	22.32	173
3	0.684	3725	3075	0	1.96	17.9	19.9	ND	47	25.2	197
4	1.060	3775	3065	0	2.09	18.5	20.6	ND	40	23.4	183
6	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
8	0.827	3840	3090	3.5	2.24	12.7	18.4	ND	42	23.76	185
24	0.279	3760	3170	8.6	2.48	18.4	29.5	ND	39	19.8	150

Effluent

Time hr	Diquat mg/L	TSS mg/L	VSS mg/L	NH4-N mg/L	NO2 mg/L	NO3 mg/L	TSN mg/L	PO4-P mg/L	COD mg/L	TKN mg/L	SKN mg/L	Toxicity %
0	0.0	24	20	0	0.9	15.8	17	ND	40	11.9	6.6	0
1	0.054	22	16	0	1.6	16	18	ND	44			
2	0.065	19	16	0	2.06	17.1	19	ND	36			
3	0.265	26	21	0	2.06	16.8	19	ND	43			
4	0.621	33	29	0	2.02	16.8	19	ND	40			
6	NS	NS	NS	NS	NS	NS	NS	NS	NS			5
8	0.021	28	23	4.8	2.03	12.4	19	ND	39	20.8	9.6	
24	0.0	20	16	8.1	2.52	18.1	29	ND	40	16.5	12.3	0



CITY OF FORT WALTON BEACH

June 03, 2021

Sewer Chemical Root Control ITB #20-010

AMENDMENT NUMBER ONE

Contractor: Dukes Root Control, Inc.
1020 Hiawatha Blvd West
Syracuse, NY 13204

1. The purpose of this Amendment is to extend the Performance Period for Contract #FWB20-010 from October 1, 2021 through September 30, 2022. All terms, conditions and prices remain the same.

Contractor:

City Manager
City of Fort Walton Beach, Florida

Brad L. Boyko
Signature

Michael D. Beedie
Michael D. Beedie, P.E.

Brad L. Boyko vice president
Name & Title (type or print)

07/19/2021
Date Signed

1020 Hiawatha Blvd w.
Mailing Address

Attest:

Syracuse NY 13204
City, State and Zip Code

Kim M. Bann
City Clerk

6/19/21
Date



May 6, 2022

Mr. Joe Carr
Supervisor
City of Crestview
715 North Ferdon Boulevard
Crestview, FL 32536

Dear Mr. Carr:

As per your request, we submit the following quote for Duke's foaming root control service which is good for 60 days after the issue date of May 6, 2022. Please note that these are estimated quantities, and the actual invoice will be determined by field measurements made at the time of application.

Pipe Size	Unit Price	Quantity	Total
MH	\$150.00/ea	2	\$300.00
6 inch	\$1.49/ft	5,927 feet	\$8,831.23
8 inch	\$1.49/ft	2,375 feet	\$3,538.75
Total:		8,302 feet	\$12,669.98

Prices are computed per linear foot, manhole to manhole and include all Labor, Materials, Equipment, and Mobilization for the chemical treatment of the approximate quantity referenced above. Duke's standard guarantee applies to all sanitary sewers treated, and a \$3,000-minimum charge is required on this project.

If you require any further information, please call 1-800-447-6687. Thank you for your interest in our service.

Sincerely,



Stuart S. Tillery



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk, Michael Criddle, Public Services Director
DATE: 8/4/2022
SUBJECT: Pothole Asphalt Recycler and Hotbox Trailer Replacement

BACKGROUND:

Currently, we have one asphalt patch wagon for all roadway pot hole repairs. The current trailer is old and needs to be replaced.

DISCUSSION:

A new 2 Ton Falcon Asphalt Recycler & Hot Box Trailer will increase our ability to repair damaged roadways. The new unit has a built-in diesel burner to keep hot mix asphalt warm overnight to allow for better material utilization. Old clean asphalt can be recycled as well with the addition of emulsion, further improving efficiency and productivity. It will also serve as a back up until the current trailer fails and will replace it once that occurs. It will be purchased through a cooperative buying agreement.

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The best quote for the 2 ton asphalt recycler that meets our needs was from Falcon and will cost \$32,360. It will be purchased through a cooperative buying agreement with Sourcewell, a national agency serving government, non-profits and educational institutions.

RECOMMENDED ACTION

Staff respectfully requests approval of the Patch Wagon / Hot Box trailer purchase.

Attachments

1. crestview 2 ton sing source PATCHER QUOTE 072117
2. 2Ton Spec 8.21
3. Sourcewell Buying Agreement



SOURCEWELL PRICE QUOTE

CONTRACT 052417-FRM

No. OZ07272022-693

2600 W SALZBURG
FREELAND, MI 48623
Phone: (989) 495 – 9332
Fax: (989) 495 – 9342

Requested By: City of Crestview, FL

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
7/27/22	8/27/22	FOB Midland, MI	Allen Hallford	Net 30 Days

Qty	Item No	Description	Price
1		2-Ton Falcon Asphalt Recycler & Hot Box Trailer 12-Volt Battery Triple Wall Construction and Fully Insulated Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Dump Box (12-Volt Electric Over Hydraulic) Single diesel burner Standard frame – 16' LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Strobe Warning Light LED night work lights Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder – 3 position Release agent basket 24 hour timer	\$32,360

Two-Year Machine Warranty and Lifetime Frame Warranty
Operator, Parts and Service Manual
Freight to Crestview, FL

Included
Included
\$3,120

Plus Applicable Sales Tax

Why Falcon?

It's Versatile

- Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)
- Transport asphalt and keep it hot all day and hold it overnight
- Heat and re-heat cold patch

It's Cost-Effective

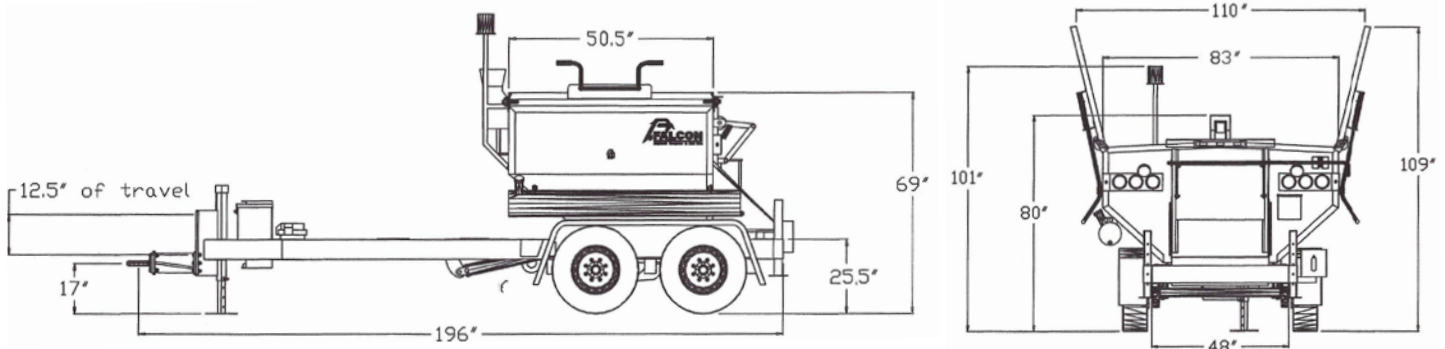
- When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed
- When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement
- Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift

It's Reliable

- VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage
- A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
- Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
- Standard 2-year machine warranty and lifetime frame warranty

It's a Falcon

2 TON ASPHALT HOT BOX AND RECYCLER



Type	2 Ton Trailer
Capacity	4,000 lbs of material
Base Weight	3,350 lbs
Weight loaded with material	7,350 lbs`
GVWR	7,000 lbs (Dump box): 9,810 lbs
Fuel Source	Diesel
Fuel Capacity	15 gallons for dump box - 18 gallons on fixed trailer
Burner Type	105,000 BTU Diesel Beckett burner w/electronic spark ignite
Number of burners	1
Unloading door	Insulated guillotine, 16"Hx33" W
Loading doors	Manual 50"L x 41"W
Hopper opening	110" - doors open
Width	83"
Length	16'
Height	69"
Construction	Triple wall insulated – air jacketed
	10 gauge capping channel and corner molding (adds structural integrity)
	Hopper floor heated – ¼" steel
	Wiring is external to hopper
Axles	Double eye leaf springs, Single axle - Tandem axle on dump box
Tires	8-bolt wheels w/9x16" tires
Brakes	4 wheel electric brakes with safety breakaway
Hitch	Pintle eye
Paint	Blasted and painted with two coats of epoxy primer and urethane finish
Frame	Tubular steel frame with boxed-in and enclosed gussets
Asphalt repair areas	9'x9'x4" depth (80 potholes 1'x1'x4" depth)
Warranty	Two year machine warranty, lifetime frame warranty

Falcon Asphalt Repair Equipment

2600 W. Salzburg Rd.
Freeland, MI 48623
sales@falcnrme.com

Phone: (989) 495-9332
Fax: (989) 495-9342
www.falcnrme.com

WWW.FALCONRME.COM



2 TON ASPHALT HOT BOX AND RECYCLER

STANDARD:

- Battery charger package
- Automatic temperature control
- VIP technology
- One piece ceramic combustion chamber (diesel)
- Diamond tread plate hopper access platform
- Heated shoveling platform
- 12 volt deep cycle batteries
- Conspicuity tape

OPTIONS:

- Hydraulic dump function
- Hydraulic loading and unloading doors
- LED light upgrades including LED arrow board
- 30 gallon tack tank with spray system and hose reel
- Basket for mounting compactor
- Wash-down system
- 24-hour or 7-day timer
- Short frame - 14'
- XL frame - 18', 20'
- Electric overnight heat
- Hoist - manual or electric
- Tire upgrade
- Propane torch with bracket
- Other customizable options available

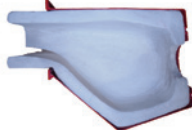
Falcon hot boxes and recyclers give you unparalleled **versatility**. You can **transport cold mix**, keeping it warm during the winter months and making it easier to work with; you can **transport hot mix and keep it hot all day**; and you can **hold hot mix overnight**, keeping it warm for up to 48 hours. You can also **reclaim unused hot mix**, eliminating the waste of good material, and you can **recycle asphalt chunks and millings**. All of this makes Falcon the most versatile machine you can buy for pavement preservation.

All Falcon machines are built with pride in Michigan and come with the following standard features: **patented heat management system** featuring a 5-year maintenance-free combustion chamber, **large unloading door** for easy access, **patented VIP system** to eliminate damage from low voltage, a **2-year machine warranty and lifetime frame warranty**, an emphasis on **curbside safety** and easy platform work surfaces, and a durable and **reliable dump system**.

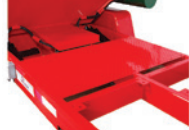
THE FALCON ADVANTAGE



Large Unloading Door
For Easy Access



Patented Heat
Management System



Platform For Safe, Easy
Hopper Access



Patented VIP - Low
Voltage Shutdown



Dump System - Pivot
Point & V-Body



Lifetime Frame
Warranty

Falcon Asphalt Repair Equipment
2600 W. Salzburg Rd.
Freeland, MI 48623
sales@falconrme.com

Phone: (989) 495-9332
Fax: (989) 495-9342
www.falconrme.com

WWW.FALCONRME.COM

**AMENDMENT
TO
CONTRACT #052417-FRM**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Falcon Road Maintenance Equipment, LLC** (Vendor).

Sourcewell awarded a contract to Vendor to provide Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, And Supplies, to Sourcewell and its Participating Entities, effective October 2, 2017, through October 2, 2021 (Agreement).

Based on the validated needs and requests of Sourcewell Members, the parties agree to extend the Agreement for one additional year with a new expiration date of October 2, 2023.

The Agreement will not be extended for additional time and during the term of this extension Sourcewell will no longer market the Agreement.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz Director of Operations/CPO
Date: 7/22/2022 | 1:15 PM CDT

Falcon Road Maintenance Equipment, LLC

DocuSigned by:
By: Ric Simon
921A6A8E22874E7...
Ric Simon, VP Sales & Marketing
Date: 7/22/2022 | 7:13 PM BST

Approved:

DocuSigned by:
By: Chad Coauette
7E42BBF817A64CC...
Chad Coauette, Executive Director/CEO
Date: 7/22/2022 | 1:19 PM CDT

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Falcon Repair Maintenance Equipment, LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: [Signature] Date: 5-19-17

NJPA's clarification on exceptions listed above:

Review and Approved:

[Signature] 7/27/17
NJPA Legal Department

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

**ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS,
AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Falcon Repair Maintenance Equipment, LLC Date: 5-19-17
Company Address: 120 Waldo Avenue
City: Midland State: Michigan Zip: 48642
Contact Person: Ric Simon Title: Vice President of Sales and Marketing
Authorized Signature: [Signature] Ric Simon
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

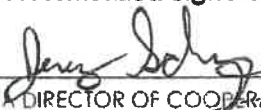
NJPA Contract #: 052417-FRM

Proposer's full legal name: Falcon Road Maintenance Equipment, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-FRM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Falcon Road Maintenance Equipment, LLC

Authorized Signatory's Title VICE-PRESIDENT



VENDOR AUTHORIZED SIGNATURE



(NAME PRINTED OR TYPED)

Executed on 10/2 2017

NJPA Contract # 052417-FRM

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Falcon Road Maintenance Equipment, LLC

Address: 120 Waldo Avenue

City/State/Zip: Midland, Michigan 48642

Telephone Number: 989-941-3743

E-mail Address: ric@falconrme.com

Authorized Signature: [Signature]

Authorized Name (printed): Ric Simon

Title: Vice President of Sales and Marketing

Date: 5-23-17

Notarized

Subscribed and sworn to before me this 23 day of May, 20 17

Notary Public in and for the County of Oakland State of MI

My commission expires: 2.9.18

Signature: [Signature]

 **SARAH CUSICK**
Notary Public, State of Michigan
County of Oakland
My Commission Expires Feb. 09, 2018
Acting in the County of _____

Form P

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

*Proposer Name: **Falcon Road Maintenance Equipment, LLC***

Questionnaire completed by: **Ric Simon**

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30 Days.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Falcon Asphalt Repair Equipment, LLC has partnered with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current JNPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Falcon Asphalt Repair Equipment, LLC and NCL.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All orders whether taken through our dealers or Falcon direct are processed through our single point of contact in our Corporate office in Midland, Michigan. NJPA pricing is verified, the machine configurations are sent to manufacturing floor, and records of the sales with customer purchase orders are sent to our payables department. The payables department tracks sales on a Vendor Sales Reporting form and reports them quarterly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Falcon does accept the P-card procurement payments and there is no additional cost to the NJPA Members for this process.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Falcon warrants that its equipment will be free of defects in materials and workmanship for a two-year period (provided the equipment has not been altered by the end user). The warranty does not cover damage resulting from an accident.

Should the equipment fail to operate as designed, the customer should contact the local dealer service provider or Falcon direct. If replacement parts are needed, they will be shipped to the local dealer service provided and installed, or direct to the customer with on-line or phone hot-line support. If the warranty item is more than a simple replacement of a part, the customer will bring their unit to the nearest servicing dealer and the repair will be performed at no charge to the customer.

Do your warranties cover all products, parts, and labor?

Yes, our warranties cover all products, parts, and labor provided there has been no alteration to the unit and it has not been in an accident.

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

There is no hour limitation during the 2 year machine warranty.

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes.

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Falcon provides a certified technician for the United States and Canada. In addition, we

provide on-line and phone hot-line technical support 24/7.

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

We cover all items that Falcon supplies under this contract with the exception of the ARS infrareads which are covered by the manufacturers warranty directly

What are your proposed exchange and return programs and policies?

Falcon stands by its pledge to manufacture the highest quality and most simplistic machine for our end users. If a situation where to arise with a manufacture defect we will trouble shoot the issue and send replacement parts. If this does not correct the problem and it cannot be corrected in the field Falcon will exchange the defective unit with a new unit. We also supply rebuild exchange components that are available as aftermarket replacement parts.

6) Describe any service contract options for the items included in your proposal.

Upon request Falcon and its dealers will quote service contract pricing for maintenance and repairs of Falcon products.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Falcon manufactures portable, affordable asphalt transporters and recyclers for pavement repairs, this includes utility cuts and pothole patches. Our equipment helps street departments reduce material and labor costs by enabling them to repair roads with recycled asphalt at a fraction of the cost and time. Falcon machines also help the environment by reducing landfill use and conserving aggregate and petroleum resources.

Falcons line of equipment range in capacity from 1 ton to 8 tons in both trailer and slip in model availability. In addition, Falcon is offering compaction, infrareads and specialty tack tanks.

Lastly, Falcon and its dealer network provide hands-on asphalt recycling training at the customer's location. This is a key value added service that enable most customers to pay for the Falcon asphalt recycler in less that 24 months.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Falcon is providing line item pricing that is discounted below that offered to a single government agency. Falcons pricing model is attached.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Falcon is offering 10% off published list price.

10) The pricing offered in this proposal is

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

☒ **X** b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Falcon is offering an additional 2% discount off NJPA pricing for orders that consist of 9 units or more. (See attached pricing module)

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Open market, or nonstandard options will be supplied on a case by case basis. The items will be priced in accordance and with a multiplier, but will not exceed 2x, plus actual freight taxes and duties and fees as billed to Falcon. All mentioned will be supported by an invoice from Falcon.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Taxes are not included in our pricing submitted.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Falcon will add the cost of shipping to quote and invoice. Freight costs for North America will be \$2.00 per loaded mile FOB Midland, Michigan.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Alaska and Hawaii – Falcon will arrange and charge shipping from Falcon to the west coast port.

Canada – Falcon will arrange and charge the appropriate federal and provincial taxes, duties, plus all brokerage fees as billed to Falcon and supported by invoice.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Our delivery methods are fairly standard, in addition we offer a quick ship program as previously described on Form A.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

All NJPA sales are funneled through one main point of contact NJPA specialist located in the Midland, Michigan corporate office. NJPA pricing is verified, the machine configurations are sent to manufacturing floor, and records of the sales with customer purchase orders are sent to our payables department. The payables department tracks sales on a Vendor Sales Reporting form, the form is then compared and confirmed with our main point of contact and then reported quarterly to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Falcon will continue to pay NJPA 2% of all NJPA contract sales.

Industry-Specific Questions

19) Identify the required subcategory or subcategories that best describe your solutions: Subcategory A) Roadway Surface Maintenance and Repair Equipment; Subcategory B) Roadway Surface Marking Equipment and Paint; Subcategory C) Road Right-of-Way Management Equipment and Chemicals; and/or Subcategory D) Equipment and Products in Support of Roadway Maintenance and Repair.

The Subcategory that best describes Falcons solutions to the NJPA members is A.) Roadway Surface Maintenance and Repair Equipment.

20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

The Falcon differentiators are VIP, combustion chamber, patented heat system, 95%+ off-shelf parts availability, quick ship program, largest unloading material door in the industry, lifetime frame warranty, maintenance free combustion chamber.

21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Falcon machines produce even hopper temperatures in its unique air-jacketed design.

- i) Eliminates material from scorching due to hot spots.***
- ii) Eliminates material hardening from cold spots.***

A one-piece formed ceramic combustion chamber (U.S. Patent #8,465,225)

- iii) Provides a 92% fuel efficiency rating that has been certified by an independent third party. No one in the industry can come close to matching this fuel efficiency rating.***
- iv) Falcon products burn less than 3 gallons of fuel per 8-hour shift.***
- v) This combustion chamber is virtually maintenance free compared to competitive products that require expensive annual maintenance that causes downtime.***

Signature: 

Date: 5/19/17

Form P



Staff Report

CRA MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: CRA Board
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy, CRA Director
DATE: 8/1/2022
SUBJECT: Change order for the Bush House Renovations

BACKGROUND:

The internal and exterior building renovations on the Bush House are now complete. Work is progressing on the landscaping and other exterior features.

DISCUSSION:

The original statement of work quote for the renovation was \$329,890.

During the construction, other areas were determined to have to be addressed to make the renovations complete and safe for future use.

The costs for those required changes (which have been completed) are included in the attached change order. The total cost for these changes was \$43,700.

The original budget for renovations in the 2022 Budget was \$350,000.

During the budget amendment process, the overall improvements to the CRA budget were increased by approximately \$73,000 and \$25,000 of that was added to the Bush House budget. It was expected that costs for the renovation would increase, and also the costs of the landscaping, etc.

The CRA would like to request the change order from Triple R construction for \$43,700 be approved. The other exterior costs would be covered by the funds in the downtown beautification line item of the 2022 budget.

The contractor has also donated several antique items to the Bush House at no cost.

The CRA is being asked to approve the change order at the 8/8 special meeting.

GOALS & OBJECTIVES

This item is consistent with the CRA Strategic Plan 2020 Gateway to Opportunities as follows:

To revitalize the district capitalizing on current resources and recognized opportunities

1. Establish a revitalization task force to address economic and physical Revitalization
2. Maintain and Strengthen the Façade Grant Program
3. Develop green space, open space parks, and public plaza programs and promote connectivity within the community

To provide infrastructure for current and future needs

1. Build and develop an active marketing and branding program
2. Promote CRA district on website and all social media platforms
3. Clearly identify "Historic Downtown Crestview" and direct visitors and locals to the district
4. Develop "Gateways to Crestview"

5. Develop a cohesive “family” of wayfinding signs to the district

Enhance Public and Private partnerships

1. Re-emphasize and incentivize the Crestview Main Street Program
2. Refocus the Historic Preservation Board
3. Enhance the SR 85 Bridge

Enhance the Aesthetics of the District

1. Develop design guidelines for Facades, signage, landscaping , access and parking
2. Develop area around new courthouse/add public amenities
3. Eliminate informality of enforcement of regulations

Expand Activity in the District

1. Promote Arts in the downtown and entire CRA district

Economic Development in the District

1. Amend Comprehensive plan to mixed use for downtown district
2. Develop a commercial incentive program to encourage new development, economic activities and job creation

Connectivity

1. Develop an access road from Industrial Drive to Twin Hills Park
2. Develop a Bike path/pedestrian trail link to between downtown and Twin Hills Park
3. Connect Industrial Drive to Twin Hills park with new entrance

FINANCIAL IMPACT

The additional funds needed for the change order were added to the Bush House budget in the 6/27/2022 amendment. There are sufficient funds in the beautification budget to cover any additional exterior costs.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve the Change Order #1 from Triple R Construction, Inc.

Attachments

1. Triple R Change Order
2. Reno contract (1)

CHANGE ORDER FORM

Project: **City of Crestview**
Bush House Renovation

CHANGE ORDER NO. 1

DATE OF ISSUANCE: 7/14/22

CONTRACTOR: Triple R. Construction
Inc.

EFFECTIVE DATE: 7/14/22

The following changes are hereby made to the Contract Documents

Triple R. Construction Inc.
8010 Sleepy Bay Blvd.
Navarre, Fl. 32566

850-936-5094 Office
850-585-7682 Cell

July 14, 2022

Project: Bush House, Crestview, Fl. 32536
198 N. Wilson St.

CHANGE ORDER #1
REQUIRED CHANGES 1-7

1. Extensive additional work for Front Porch
 - A. Jacking up building Second Floor 3" to level.
 - B. All Framing Floor system replaced.
 - C. Brick Column's replaced w/ 6x6 treated & brackets.
 - D. Second Floor Beams re-built with LVL's.
 - E. All 1x4 T&G Ceiling replaced with plywood sub-structure.
 - F. Add Bricks under Porch – 3 sides.
 - G. Pour new footings for columns.

\$12,000.00
 2. Excessive sanding to re-finish floors to see Hart/Pine flooring.

\$8,000.00
 3. Removed Aluminum Storm Windows, cleaned, painted inside and out to match colors of wood windows.

\$3,000.00
 4. Re- install existing two column's with lights at front walk with concrete footings.

\$1,500.00
 5. Jack up & rebuild two Ceiling Beams in display areas.

\$1,500.00
 6. Additional Floor Prep for Engineered Wood flooring in display area.

\$2,000.00
 7. Over- all price increases due to supply & labor increases not projected at the time of bidding.
EX. 1. Custom Doors
2. Plumbing
3. HVAC
4. Labor

\$10,000.00
- Subtotal \$38,000.00
15% overhead/profit \$5,700.00
Total 43,700.00

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 1

- II. REQUIRED CHANGES: See attached sheet

- III. JUSTIFICATION: 1. PORCH WOOD TOTALLY ROTTED

2. EXCESSIVE GLUE & PAINT ON OLD FLOORS

3. WINDOWS CORRODED & DIDN'T FIT WITH COALS WANTED TO REMOVE
TO SAVE ON ELECTRICAL COST

4. WANTED TO USE EXISTING COLUMNS SOMEWHERE ON BUILDING

5. BEAMS WERE FIN TO BECOME TO LIFT BY HAND

6. ENLARGED FLOORING NEED BETTER SUB-STRUCTURE TO BE INSTALLED

7. ALL COSTS HAVE GONE UP CONSIDERABLY

- IV. PAYMENT: 43,700.00

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: Triple B. Construction Inc.

Change(s) Ordered by: Triple B. Construction Inc.

RECOMMENDED BY:

[Signature]
(Engineer)

ACCEPTED BY:

(Contractor)

X By: [Signature]
(Authorized Signature) (Date)

(Authorized Signature) (Date)

President
(Title)

OWNER
(Title)

APPROVED BY:

City of Crestview, Florida
(Owner)

By: _____
(Authorized Signature) (Date)

END OF SECTION

TRIPLE R CONSTRUCTION, INC

8010 Sleepy Bay Blvd.
Navarre, Fl. 32566

Invoice

Date	Invoice #
7/14/2022	2-2238

Bill To:
City of Crestview 198 N. Wilson St. Crestview, Fl, 323536

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Extensive additional work for Front Porch A. Jacking up building second floor 3" to level B. All Framing Floor system replaced C. Brick Column's replaced w 6x6 treated & brackets D. Second Floor Beams re-built with LVL's E. All 1x4 T&G Ceiling replaced with plywood sub structure F. Add Bricks under Porch - 3 sides G. Pour new footings for columns.	12,000.00	12,000.00
1	Excessive sanding to re-finish floors to see Hart/Pine Flooring	8,000.00	8,000.00
1	Removed Aluminum Storm Windows, cleaned, painted inside and out to match colors of wood windows.	3,000.00	3,000.00
1	Re-install existing two column's with lights at front walk with concrete footings.	1,500.00	1,500.00
1	Jack-up & rebuild two Ceiling Beams in display areas.	1,500.00	1,500.00
1	Additional Floor Prep for Engineered Wood flooring in display area.	2,000.00	2,000.00
1	Over-all Price increases due to supply & labor increases not projected at the time of bidding. EX. 1. Custom Doors 2. Plumbing 3. HVAC 4. Labor	10,000.00	10,000.00
		Total	

Phone #	Fax #	E-mail
850 585 7682	850 936 1022	rick.tre@gmail.com

TRIPLE R CONSTRUCTION, INC

8010 Sleepy Bay Blvd.
Navarre, Fl. 32566

Invoice

Date	Invoice #
7/14/2022	2-2238

Bill To
City of Crestview 198 N. Wilson St. Crestview, Fl. 323536

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	15% Overhead/Profit	5,700.00	5,700.00
Total			\$43,700.00

Phone #	Fax #	E-mail
850 585 7682	850 936 1022	rick.trc@gmail.com



City of Crestview, Cultural Services Division

RENOVATION OF THE BUSH HOUSE ***Crestview's Future History Museum***

This project incorporates the Scope of Work and the Contractor's Notes and bid below:

SCOPE OF WORK

Brian Hughes

City of Crestview, Cultural Services Division, Parks & Recreation Department

Direct: 850.398.5459, hughesb@cityofcrestview.org

First draft: 17 Sept. 2021

Final version: 28 Sept. 2021 (with revisions from 8 Oct. 2021)

NOTE: *After discussions with Fire Marshal Rodney Lancaster, original staircase will remain where it is and WILL NOT be removed. A new staircase WILL NOT be constructed from the kitchen. 8 Oct. 2021*

In 1925, L&N Railroad supervisor of tracks Lorenza Bush built his family a handsome white clapboard house on the corner of Wilson Street and then-Chestnut Avenue (now Martin Luther King Jr. Avenue), just south of the tracks he supervised. The Bush House reflects the lifestyle of an important railway official and includes two former front parlours, a dining room, large kitchen, and three spacious upstairs former bedrooms.

Over the years, repairs and renovations have altered some of the downstairs spaces, producing a large back room, a sort of "tacked-on" bathroom on the back of the house, and a partially enclosed rear porch. Fluorescent strip lighting has been added to almost every room, with electrical conduit snaking up the walls and across the ceilings. Sheetrock covers heart pine wallboard while industrial carpeting conceals varnished heart pine floors.

The challenge is to restore some of the home's original stately, solid middle class graciousness while also converting it into a showplace for telling Crestview's rich history. To help achieve these goals, the City of Crestview seeks to partner with a contractor who will share our vision of a restored, welcoming early 20th-century home and public museum house through implementation of this Scope of Work.

EXTERIOR REPAIRS

- Repair north and south front porch columns that are bowing outward.
- Shore up porch, fix sagging ceiling, which produces noticeable slope in front upstairs room.
- Strip and repaint walls and trim.
- Remove current handicap ramp (city Public Services could do this) and build new ramp on north side of porch

- Replace outside pipe handrails with decorative ironwork rails
- Restore balcony on front of house under its existing canopy
- Fix leaks in roof

INTERIOR REPAIRS

THROUGHOUT HOUSE:

- Remove all fluorescent light fixtures; replace with period-style ceiling fans and lamps
- Remove all electrical conduit on walls on ceilings. Rewire to conceal electrical.
- Remove carpet and refinish hardwood floors as needed.
- Remove sheetrock, restore wood walls and ceilings except as noted in room-by-room survey
- Remove gas-powered HVAC units downstairs and upstairs. Replace with electric and place heat-pump outside.
- Remove bulky ductwork as discussed.
- Remove Masonite blocking fireplaces; install electric fires, at least in front parlours and dining room.
- Window repair as discussed. Make windows functional where possible.
- Install smoke detectors/alarms per code
- Install security cameras in first-floor rooms and upstairs hall (CITY)
- Museum display cases to be fabricated by city staff CITY

FRONT HALL:

- ~~Remove staircase to open up hall for displays. Replace with staircase heading up from back hall by kitchen as discussed.~~
- ~~Install new ceiling above where stairway currently is. (BMH 8 Oct 21)~~
- Remove ductwork as discussed.
- Install 10-inch triple-crown molding in opened up hallway
- Replace heavy-duty front door with period accurate heavy door.

SOUTH FRONT PARLOUR:

- Fix damaged brick mantle.
- Install electric outlet and wall mount for widescreen TV over mantle.
- Install 10-inch triple-crown molding in room

NORTH FRONT PARLOUR:

- Install 10-inch triple-crown molding
- Wallpaper this room in vintage style per consultation with Historic Preservation Board.
- Repair or replace French door hardware as necessary.

DINING ROOM:

- Remove mirror tiles on walls
- Repair hole in ceiling
- Wallpaper this room in vintage style per consultation with Historic Preservation Board.
- Replace "office style" door to hallway with period-correct wooden door with window(s)

KITCHEN:

- Fix hole and damage to ceiling
- Remove metal cabinetry and replace with more period accurate wooden cabinets
- Retain but refinish existing hutch
- ~~Create access to new stairway to second floor from hallway area (BMH 8 Oct 21)~~

~~• Create new bathroom against rear wall where fridge currently is. Relocate fridge.~~

- Remove linoleum; lay tile floor
- Install new countertop (granite, Corian, etc.)
- Replace most appliances. Add dishwasher.

LARGE BACK ROOM:

NOTE: This will be the main exhibition room.

- Shore up sagging structure across southwest section of room
- Fix leaning fireplace
- Convert current HVAC room to closet after new HVAC is moved outside.
- Install TV Mount and electrical outlet above fireplace
- Make entrance to room from front hallway a double-wide doorway
- Install ceiling crown moulding. Doesn't need to be 10" triple crown but should look nice.
- Address problem of odd walls in northwest corner of room where previously there were other rooms.
- Strip linoleum; install hardwood flooring or Pergo-style composite floor (cypress or pine)
- Consider building a display wall running west to east down center of room as far as kitchen hallways; leave back section open
- Put two strips of track lighting on ceiling running west to east to illuminate side wall displays and center displays or display wall, if constructed.

CURRENT HALL BATHROOM:

- ~~• Much of current hall bathroom will be taken up by new staircase rising up from kitchen hallway~~
- ~~• Turn remaining bathroom space into storage closet, including under stairs. (BMH 8 Oct 21)~~
- Renovate to meet ADA requirements

ALL MAIN UPSTAIRS ROOMS:

- Install minisplits for heat and cooling instead of tying into central HVAC.
- Retain closets

UPSTAIRS HALLWAY:

- Retain access to rear (west side) attic/closet.
- Add pull-down attic stairs to facilitate access to main attic for inspections, etc.

UPSTAIRS NORTH ROOM:

- Remove bathroom fixtures and wall between north room.
- Remove HVAC and walls around it.
- ~~• Could be divided into two rooms, down center of windows. If so, add another door to hallway for northwest room. (BMH 8 Oct 21)~~

UPSTAIRS SOUTH ROOM:

- Install shelving for archives on north wall and around northwest corner
- Retain closet

UPSTAIRS FRONT ROOM:

- Correct east-leaning "slope" over porch by shoring up porch.
- Fix ceiling
- Restore balcony and balcony doors

CONTRACTOR'S NOTES & BID

Rick Rausch
TRIPLE R CONSTRUCTION, INC
8010 Sleepy Bay Blvd
Navarre, Fl. 32566
850-585-7682

City of Crestview
Brian Hughes
Bush House, Wilson St.

Proposal for the refurbishing of the Bush house as per Scope of Work Dated
28 Sept 2021 with some comments

Exterior Paint is lead based so removing is very costly. Price includes pressure
washing and repaint. Old layers of paint will still show.

Concrete hand-cap ramp to be removed by others (city). New wood ramp Included
Exterior rails to be wood not iron
Flooring to be refinished as best as possible after carpet and vinyl removal. Flooring will be mixed and
matched I believe as the building has been remodeled many times

Removal of drywall ceilings is preferred if the wood ceiling are salvageable and painted or
sealed.

Front porch ceiling and flooring to be removed, repaired and replaced with all structural
members repaired or replaced.

Fireplace leveling might be caused by structural problems. After inspections of floor
joists, repairs will be discussed. Some dollars have been included, but only inspection
will tell us.

Price for the scope plus above descriptions: \$ 329,890.00

Thank you for considering my company

Rick Rausch
CGC 1508724
10/17/21

Projected starting date: 12/1/21

Projected completion date: 4/30/22

Consultant Contact:

City Contact: Brian Hughes, Cultural Services
Division, 850.398.5459,
hughesb@cityofcrestview.org
City Hall, 198 Wilson St. N, Crestview FL 32536

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year below:

CITY OF CRESTVIEW, FLORIDA

ATTEST:


Elizabeth M. Roy
City Clerk

By: 
JB Whitten
Mayor

Date: 11/9/21

For Triple R Construction, Inc.

By: 
Rick Pirtvogel

Date: 10/26/21



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations
DATE: 8/3/2022
SUBJECT: East/West Connector Agreement - ROW Donation

BACKGROUND:

As part of the Crestview Southwest Bypass, the newly constructed East-West Connector Road will intersect with Hwy 85 at the new Crestview Commons Commercial Development. This intersection will include a new traffic signal required for Hwy 85 north and south-bound lanes, Hospital Drive to the east and the East-West Connector Road to the west. This new signalized intersection also requires additional turn lanes on Hwy 85 for both south-bound and north-bound traffic onto the newly constructed East-West Connector Road. For this agenda item we will only be discussing the donation of property located in front of Redstone Plaza (Panera Bread) for the Hwy 85 south-bound, right-hand turn lane onto the East-West Connector Road as shown in the attached Redstone Exhibit.

DISCUSSION:

This property containing 0.06 acres more or less is being donated by 67 LLC F.W. Schinz, Manager. This Donation Agreement (the "Agreement") is entered into as of August 8, 2022, by and between 67, LLC, a Florida limited liability company, having a mailing address of 11 Racetrack Road NE, Fort Walton Beach, Florida 32547 (the "Donor") and the City of Crestview, a Florida municipal corporation, having a mailing address of 198 North Wilson Street, Crestview, Florida 32536 (the "Donee"), and joined by Benchmark Crestview Commons, LLC ("Benchmark") as a participating party for the purposes set forth in Section 13 as written in the attachment 67 LLC R.O.W. Donation.

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

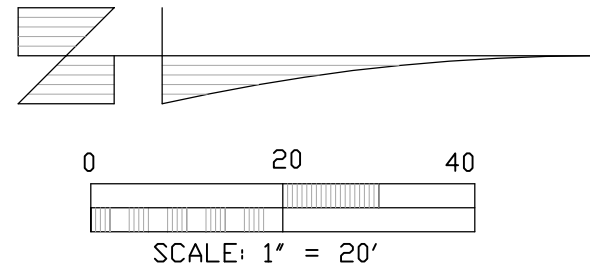
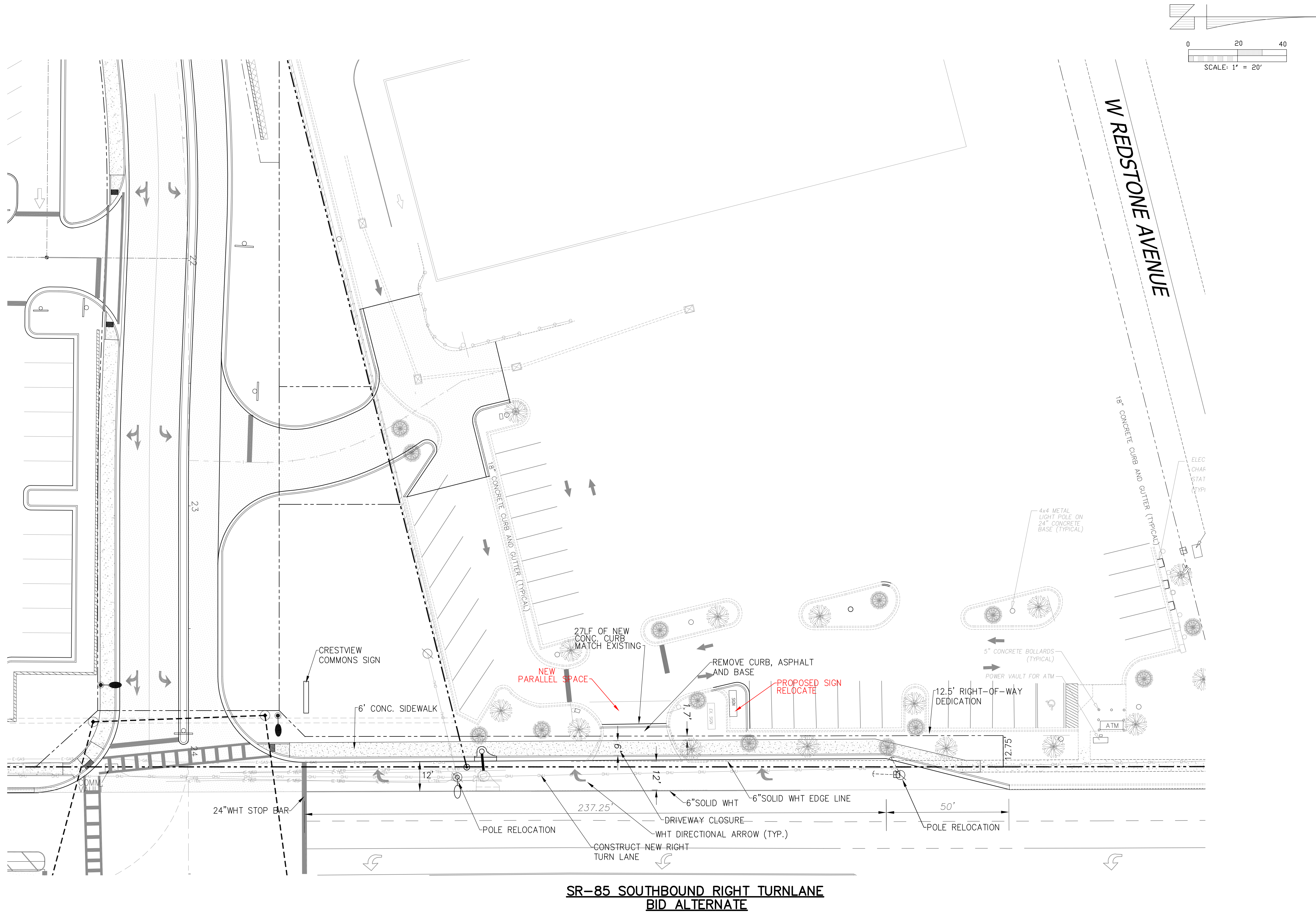
The financial impact to the City would be an increase in capital assets based on the market value at the time of the donation.

RECOMMENDED ACTION

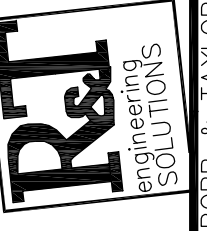
Staff respectfully requests approval and execution of the 67 LLC R.O.W. Donation Agreement.

Attachments

1. REDSTONE EXHIBIT 7-25-22
2. 67 LLC ROW Donation Agreement Final for Execution
3. 67 LLC ROW Donation Agreement Final Redline
4. 67 LLC ROW Donation Agreement - Benchmark Executed



**SR-85 SOUTHBOUND RIGHT TURNLANE
BID ALTERNATE**

**ROBB & TAYLOR**
Engineering Solutions, Inc.
1835 W. US HWY 90, SUITE 200
MESA, ARIZONA 85204
Office: (321) 302-2313
Fax: (321) 622-4007

Engineer of Record
Robert F. Robb
P.E. # 55645
Date: 7/25/22

Project:
**CRESTVIEW COMMONS &
HOSPITAL DRIVE EXTENSION**
CITY OF CRESTVIEW
FLORIDA

REDSTONE EXHIBIT
Scale
SEE PLAN
Sheet
1 OF 1

DONATION AGREEMENT

This Donation Agreement (the "Agreement") is entered into as of _____, 2022, by and between 67, LLC, a Florida limited liability company, having a mailing address of 11 Racetrack Road NE, Fort Walton Beach, Florida 32547 (the "Donor") and the City of Crestview, a Florida municipal corporation, having a mailing address of 198 North Wilson Street, Crestview, Florida 32536 (the "Donee"), and joined by Benchmark Crestview Commons, LLC ("Benchmark") as a participating party for the purposes set forth in Section 13.

RECITALS:

WHEREAS, Donor owns certain real property comprised of approximately .06 acres, more or less, of land located in Okaloosa County, Florida, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, together with all rights, privileges and appurtenances thereto belonging (the "Real Property"); and

WHEREAS, Benchmark owns property south of the Real Property which it is developing for commercial purposes and, pursuant to a Participation Agreement with Donee, is constructing certain infrastructure improvements which will be conveyed and dedicated to Donee (in part) and the State of Florida (in part) upon completion; and

WHEREAS, Donor wishes to donate and contribute the Real Property to Donee and Donee wishes to accept such donation, all in accordance with the terms of this Agreement; and

WHEREAS, the parties hereto wish to specify the timing, conditions and terms of the donation.

WITNESSETH:

1. Donation and Acceptance. Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor's right, title and interest in and to the Real Property subject to the terms, conditions and provisions hereof.

2. Donative Intent. The Real Property is being donated by the Donor to Donee as a charitable gift. Donee has not contributed nor given anything of any value in exchange for the donation.

3. Conveyance. The conveyance by the Donor of the Real Property to Donee shall be by Special Warranty Deed in the form of Exhibit "B" attached hereto and incorporated herein by reference (the "Deed").

4. Title and Survey. At Donee's election and at its sole cost and expense, Donee may obtain a title commitment and survey for an ALTA Owner's Policy of Title Insurance insuring title to the Real Property to Donee to be issued by a title company acceptable to Donee.

5. Donor Warranties and Representations. Donor represents and warrants to Donee as follows:

(a) The Donor is a duly organized and validly existing limited liability company under the laws of the State of Florida and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) The Donor is not a “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” within the meaning of Internal Revenue Code Section 1445 and any related Treasury Regulations.

6. Donor’s Disclaimer of all other Warranties and Representations. **EXCEPT AS PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT, DONEE ACKNOWLEDGES AND AGREES THAT (a) THE REAL PROPERTY SHALL BE CONVEYED, AND DONEE SHALL ACCEPT THE REAL PROPERTY ON THE CLOSING DATE, “AS IS, WHERE IS, WITH ALL FAULTS”; (b) EXCEPT FOR DONOR’S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5 OF THIS AGREEMENT, AND ANY EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THE DOCUMENTS DELIVERED BY DONOR AT CLOSING (HEREIN COLLECTIVELY CALLED THE “DONOR’S WARRANTIES”), NEITHER THE DONOR, NOR ITS AFFILIATED COMPANIES, INCLUDING ITS COUNSEL, NOR ANY MEMBER, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, NOR AFFILIATE OF DONOR, NOR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING (ALL OF WHICH PARTIES ARE HEREIN COLLECTIVELY CALLED THE “COMPANY PARTIES”) HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO DONEE WITH RESPECT TO THE REAL PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, THE ACCURACY AND COMPLETENESS THEREOF) OR THE RESULTS OF ANY INVESTIGATIONS RELATED TO THE REAL PROPERTY PREVIOUSLY CARRIED ON BY DONOR; AND (C) DONEE HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO THE DONATION OF THE REAL PROPERTY. DONEE SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT FOR DONOR’S WARRANTIES, DONEE IS NOT RELYING ON (AND DONOR DOES HEREBY DISCLAIM AND RENOUNCE) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM DONOR, AS TO: (i) THE OPERATION OF THE REAL PROPERTY, USES, OR MERCHANTABILITY OR FITNESS OF ANY PORTION OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (ii) THE PHYSICAL CONDITION OF THE REAL PROPERTY OR THE CONDITION OR SAFETY OF THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, SUITABILITY OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (iii) THE PRESENCE OR ABSENCE, LOCATION OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, OR UNDER THE REAL PROPERTY; (vii) THE ACCURACY OF ANY STATEMENTS,**

CALCULATIONS OR CONDITIONS STATED OR SET FORTH IN DONOR'S BOOKS AND RECORDS CONCERNING THE REAL PROPERTY; OR (viii) THE ABILITY OF DONEE TO OBTAIN ANY AND ALL NECESSARY OR DESIRED GOVERNMENTAL APPROVALS OR PERMITS FOR DONEE'S INTENDED USE OF THE REAL PROPERTY. DONEE FURTHER ACKNOWLEDGES AND AGREES THE DONOR IS NOT UNDER ANY DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES (EXCEPT WITH RESPECT TO DONOR'S WARRANTIES AS SET FORTH IN SECTION 5 OF THIS AGREEMENT) OR INQUIRY REGARDING ANY MATTER WHICH MAY OR MAY NOT BE KNOWN TO THE DONOR.

7. Donee Warranties, Representations and Acknowledgements. Donee represents and warrants to Donor as follows:

(a) Donee hereby warrants and represents to the Donor that it is a duly organized and validly existing municipal corporation under the laws of the State of Florida and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) Donee acknowledges that (i) it has inspected the Real Property to its full and complete satisfaction with the full cooperation of the Donor, (ii) such inspection was undertaken by one or more persons of Donee's choosing, and (iii) it had reasonable and full access to the Real Property for the purposes of its inspection. Donee acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Real Property other than those that are specifically included in this Agreement. Donee acknowledges the present state and condition of the Real Property and agrees to accept the Real Property, notwithstanding any known or unknown deficiencies or defects of or with respect to the Real Property, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Real Property to Donee based on the state or condition of the Real Property.

8. The Donor's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by the Donor to Escrow Agent:

(a) The Deed, executed by the Donor, conveying to Donee all of the Donor's right, title and interest in and to the Real Property; and

(b) such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

9. Closing. The consummation of the donation in accordance herewith ("Closing") shall be held on or before August 31, 2022, unless otherwise extended by Donor or Donee pursuant to a right to do so as expressly set forth herein or by mutual agreement.

10. Costs and Expenses. Donee will be responsible for the payment of the cost of recording the Deed, any Real Property transfer tax or conveyance fees, and any other costs and expenses required to effectuate the transfer contemplated hereby.

11. Charitable Use. Donee intends to use the Real Property exclusively for public purposes within the meaning of Internal Revenue Code Section 170(c)(1) and no part of the net earnings thereof will inure to the benefit of any private shareholder or individual.

12. Commissions and Fees. The Donor and Donee each represents to the other that it has not dealt with any real estate agent or brokerage firm in connection with the transactions contemplated by this Agreement and is not aware of any real estate commissions that are or will become due to any such agent or firm in connection with such transactions.

13. Coordination of Construction Operations.

(a) Donor acknowledges its understanding that Donee, or persons acting on its behalf or on behalf of the State of Florida, Department of Transportation, intend to construct (i) a turn-lane from State Road 85 onto a to-be-constructed extension of Hospital Drive south of Donor's property using the Real Property (the "Turn Lane") and (ii) a driveway connection from the to-be-constructed extension of Hospital Drive south of Donor's property onto Donor's property (the "Driveway Access"). Following completion of the Turn Lane and Driveway Access, Donee's existing access to State Road 85 will be closed, and the area thereof landscaped to match existing conditions. All of the foregoing construction work, operations and activities shall be at no cost to Donor.

(b) Donee agrees to coordinate with Donor any construction operations which will interfere with public access to Donor's property from the existing State Road 85 entry point. Donee agrees that at no time will access to Donor's property using the existing State Road 85 entry point be closed until such time as equivalent access to Donor's property is given from the to-be-constructed extension of Hospital Drive using the Driveway Access.

(c) Donor understands and agrees that it will be responsible for obtaining any necessary tenant approvals associated with the construction of the Driveway Access, including, but not limited to, tenant approvals necessary to temporarily close or limit access to an existing drive-thru on the southern unit of Donor's building. Donor agrees to obtain such approvals and communicate same to Donee for Donee's use in scheduling and coordinating work impacting the drive-thru area and ensuring such work causes the minimum necessary impact, which may involve off-peak hours for construction activities in Donee's discretion.

(d) Donee anticipates work to begin on the Turn Lane in July, 2022, beginning with utility relocation followed by turn lane construction in approximately September, 2022.

(e) Donee anticipates work to begin on the Driveway Access in August, 2022 and for work within Donee's parking lot to occur in September, 2022. Donee will limit construction within Donee's property to a seven day, non-consecutive period, and use best efforts to coordinate work to minimize any interference to tenant operations. Donee will give Donor 30 days advance notice before performing any work in or on Donee's parking lot.

(f) Benchmark shall, and hereby does, protect, defend, save, indemnify and forever hold harmless Donor and Donor's tenants, along with their affiliates and the officers, directors,

employees and agents, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees) arising out of or occurring in connection with any negligent or intentional acts or omissions of Benchmark (or any of its agents, employees, licensees, or contractors) in performing the work or any breach by Benchmark (or any of its agents, employees, licensees or contractors) of any of Benchmark's duties, representations, warranties or covenants under this Agreement. Benchmark will maintain in force during the performance of the work comprehensive general liability insurance on an occurrence basis, including, without limitation, contractual liability coverage and a broad form property damage endorsement with limits of not less than \$2,000,000 per occurrence and in the aggregate with Donor named as an additional insured. Benchmark shall provide a certificate evidencing such insurance on request.

14. Miscellaneous.

(a) Relationship of the Parties. Notwithstanding any provision to the contrary in this Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

(b) Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(c) Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

(d) Notices. All notices herein authorized or required to be given to Donee shall be sent certified mail, registered mail or overnight express, postage prepaid, to Donee at:

City of Crestview
Tim Bolduc, City Manager
198 North Wilson Street
Crestview, Florida 32536
timbolduc@cityofcrestview.org

or to such other address as Donee may from time to time designate in accordance with this Paragraph.

All notices herein authorized or required to be given to the Donor shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the Donor at:

67, LLC
F.W. "Freddie" Schinz, Manager
11 Racetrack Road NE
Fort Walton Beach, Florida 32547
Freddie@tifordevelopment.com

or to such other address as the Donor may from time to time designate in accordance with this paragraph.

All notices herein authorized or required to be given to Benchmark shall be sent by certified mail, registered mail or overnight express, postage prepaid, to Benchmark at:

Benchmark Crestview Commons, LLC
John Rehak, Director of Acquisitions and Development
4053 Maple Road
Amherst, New York 14226
jrehak@benchmarkgrp.com

(e) Entire Agreement. This Agreement sets for the complete understanding and agreement of the parties with respect to the Real Property and the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Agreement.

(f) Further Assurances. Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

(g) Survival. All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Agreement and the conveyance of the Real Property being conveyed hereunder.

(h) Headings. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

(i) Exhibits. The Exhibits attached hereto are a part of this Agreement.

(g) Applicable Law and Binding Effect. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(h) Counterparts. This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

IN WITNESS WHEREOF, Donor and Donee have caused this Agreement to be executed under seal as of the date first above written.

DONOR:

**67, LLC, a Florida
limited liability
company**

Name: F.W. Schinz
Title: Manager

DONEE:

CITY OF CRESTVIEW, FLORIDA

J.B. WHITTEN Mayor
ATTEST:
MARYANNE SCHRADER City Clerk

BENCHMARK:

**Benchmark Crestview
Commons, LLC, a
Florida limited liability
company**

By: Benchmark Properties
Management Corp., its Manager

Name: _____
Title: _____

EXHIBIT A
Property Description

PROPOSED VARIABLE WIDTH RIGHT-OF-WAY DONATION

A STRIP OF LAND SITUATED IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, FLORIDA, BEING A PORTION OF REDSTONE PLAZA SHOPPING CENTER, LYING ADJACENT TO FLORIDA STATE ROAD 85, AND SITUATED NORTH OF THE FORMER McLAIN'S PARCEL (OFFICIAL RECORDS BOOK 3279, PAGE 1881); SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF REDSTONE AVENUE WEST (PUBLIC RIGHT-OF-WAY WIDTH VARIES) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA STATE ROAD 85 (112 FOOT WIDE RIGHT-OF-WAY AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 57050-2505, DATED 1 JUN 1993); THENCE S 1625'59" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 173.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 1625'59" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 218.76 FEET TO THE NORTHEAST CORNER OF THE AFORESAID FORMER "McLAIN'S PARCEL"; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N 87'48'11" W ALONG THE NORTHERLY PROPERTY LINE THEREOF, A DISTANCE OF 12.84 FEET; THENCE DEPARTING SAID NORTHERLY PROPERTY LINE, PROCEED N 16'21'10" E, A DISTANCE OF 221.87 FEET; THENCE S 73'48'16 E, A DISTANCE OF 12.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.06 ACRES, MORE OR LESS.

EXHIBIT B
Form of Deed

This Instrument Prepared By:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") made effective as of the ____ day of December, 2021, by 67, LLC, a Florida limited liability company, whose mailing address is 11 Racetrack Road NE, Fort Walton Beach, Florida 32547 ("GRANTOR"), to the City of Crestview, Florida, a municipal corporation, having a mailing address of 198 North Wilson Street, Crestview, Florida 32536 ("GRANTEE").

WITNESSETH:

The GRANTOR, for valuable consideration paid, the receipt of which is hereby acknowledged, by these presents does remise, release and convey unto the GRANTEE, its heirs, successors and assigns, all of the right, title, interest, claim and demand which GRANTOR has in the following certain land situated in Okaloosa County, Florida (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the Property and to any state of facts which an accurate survey would show.

GRANTOR, as its sole warranty herein, specially warrants to GRANTEE, and to GRANTEE'S successors and assigns, that GRANTOR, its successors and assigns, will forever defend title to the Property (subject only to the foregoing matters referred to herein) against those claims, and only those claims, of all persons who shall claim title to or assert claims affecting title to the Property or any part thereof, by, through, under or based on the acts of Grantor, but none other.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this Deed under seal on the date aforesaid.

*Signed, sealed and delivered
in the presence of the following
witnesses:*

67, LLC

Print Name: _____

By: _____
F.W. Schinz, Manager

Print Name:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this ____ day of January, 2022 by F.W. Schinz, Manager of 67, LLC, a Florida limited liability company, on behalf of the company, [] who is personally known to me or [] produced _____ as identification.

My Commission Expires:

Notary Public
State of Florida

Notary Seal

EXHIBIT A
TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

A STRIP OF LAND SITUATED IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, FLORIDA, BEING A PORTION OF REDSTONE PLAZA SHOPPING CENTER, LYING ADJACENT TO FLORIDA STATE ROAD 85, AND SITUATED NORTH OF THE FORMER McLAIN'S PARCEL (OFFICIAL RECORDS BOOK 3279, PAGE 1881); SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 0.06 ACRES, MORE OR LESS.

DONATION AGREEMENT

This Donation Agreement (the “Agreement”) is entered into as of _____, 2022, by and between 67, LLC, a Florida limited liability company, having a mailing address of 11 Racetrack Road NE, Fort Walton Beach, Florida 32547 (the “Donor”) and the City of Crestview, a Florida municipal corporation, having a mailing address of 198 North Wilson Street, Crestview, Florida 32536 (the “Donee”), and joined by Benchmark Crestview Commons, LLC (“Benchmark”) as a participating party for the purposes set forth in Section 13.

RECITALS:

WHEREAS, Donor owns certain real property comprised of approximately .06 acres, more or less, of land located in Okaloosa County, Florida, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, together with all rights, privileges and appurtenances thereto belonging (the “Real Property”); and

WHEREAS, Benchmark owns property south of the Real Property which it is developing for commercial purposes and, pursuant to a Participation Agreement with Donee, is constructing certain infrastructure improvements which will be conveyed and dedicated to Donee (in part) and the State of Florida (in part) upon completion; and

WHEREAS, Donor wishes to donate and contribute the Real Property to Donee and Donee wishes to accept such donation, all in accordance with the terms of this Agreement; and

WHEREAS, the parties hereto wish to specify the timing, conditions and terms of the donation.

WITNESSETH:

1. Donation and Acceptance. Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor's right, title and interest in and to the Real Property subject to the terms, conditions and provisions hereof.

2. Donative Intent. The Real Property is being donated by the Donor to Donee as a charitable gift. Donee has not contributed nor given anything of any value in exchange for the donation.

3. Conveyance. The conveyance by the Donor of the Real Property to Donee shall be by Special Warranty Deed in the form of Exhibit “B” attached hereto and incorporated herein by reference (the “Deed”).

4. Title and Survey. At Donee’s election and at its sole cost and expense, Donee may obtain a title commitment and survey for an ALTA Owner’s Policy of Title Insurance insuring title to the Real Property to Donee to be issued by a title company acceptable to Donee.

5. Donor Warranties and Representations. Donor represents and warrants to Donee as follows:

(a) The Donor is a duly organized and validly existing limited liability company under the laws of the State of Florida and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) The Donor is not a “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” within the meaning of Internal Revenue Code Section 1445 and any related Treasury Regulations.

6. Donor’s Disclaimer of all other Warranties and Representations. **EXCEPT AS PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT, DONEE ACKNOWLEDGES AND AGREES THAT (a) THE REAL PROPERTY SHALL BE CONVEYED, AND DONEE SHALL ACCEPT THE REAL PROPERTY ON THE CLOSING DATE, “AS IS, WHERE IS, WITH ALL FAULTS”; (b) EXCEPT FOR DONOR’S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5 OF THIS AGREEMENT, AND ANY EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THE DOCUMENTS DELIVERED BY DONOR AT CLOSING (HEREIN COLLECTIVELY CALLED THE “DONOR’S WARRANTIES”), NEITHER THE DONOR, NOR ITS AFFILIATED COMPANIES, INCLUDING ITS COUNSEL, NOR ANY MEMBER, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, NOR AFFILIATE OF DONOR, NOR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING (ALL OF WHICH PARTIES ARE HEREIN COLLECTIVELY CALLED THE “COMPANY PARTIES”) HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO DONEE WITH RESPECT TO THE REAL PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, THE ACCURACY AND COMPLETENESS THEREOF) OR THE RESULTS OF ANY INVESTIGATIONS RELATED TO THE REAL PROPERTY PREVIOUSLY CARRIED ON BY DONOR; AND (C) DONEE HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO THE DONATION OF THE REAL PROPERTY. DONEE SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT FOR DONOR’S WARRANTIES, DONEE IS NOT RELYING ON (AND DONOR DOES HEREBY DISCLAIM AND RENOUNCE) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM DONOR, AS TO: (i) THE OPERATION OF THE REAL PROPERTY, USES, OR MERCHANTABILITY OR FITNESS OF ANY PORTION OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (ii) THE PHYSICAL CONDITION OF THE REAL PROPERTY OR THE CONDITION OR SAFETY OF THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, SUITABILITY OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (iii) THE PRESENCE OR ABSENCE, LOCATION OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, OR UNDER THE REAL PROPERTY; (vii) THE ACCURACY OF ANY STATEMENTS,**

CALCULATIONS OR CONDITIONS STATED OR SET FORTH IN DONOR'S BOOKS AND RECORDS CONCERNING THE REAL PROPERTY; OR (viii) THE ABILITY OF DONEE TO OBTAIN ANY AND ALL NECESSARY OR DESIRED GOVERNMENTAL APPROVALS OR PERMITS FOR DONEE'S INTENDED USE OF THE REAL PROPERTY. DONEE FURTHER ACKNOWLEDGES AND AGREES THE DONOR IS NOT UNDER ANY DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES (EXCEPT WITH RESPECT TO DONOR'S WARRANTIES AS SET FORTH IN SECTION 5 OF THIS AGREEMENT) OR INQUIRY REGARDING ANY MATTER WHICH MAY OR MAY NOT BE KNOWN TO THE DONOR.

7. Donee Warranties, Representations and Acknowledgements. Donee represents and warrants to Donor as follows:

(a) Donee hereby warrants and represents to the Donor that it is a duly organized and validly existing municipal corporation under the laws of the State of Florida and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) Donee acknowledges that (i) it has inspected the Real Property to its full and complete satisfaction with the full cooperation of the Donor, (ii) such inspection was undertaken by one or more persons of Donee's choosing, and (iii) it had reasonable and full access to the Real Property for the purposes of its inspection. Donee acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Real Property other than those that are specifically included in this Agreement. Donee acknowledges the present state and condition of the Real Property and agrees to accept the Real Property, notwithstanding any known or unknown deficiencies or defects of or with respect to the Real Property, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Real Property to Donee based on the state or condition of the Real Property.

8. The Donor's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by the Donor to Escrow Agent:

(a) The Deed, executed by the Donor, conveying to Donee all of the Donor's right, title and interest in and to the Real Property; and

(b) such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

9. Closing. The consummation of the donation in accordance herewith ("Closing") shall be held on or before _____, August 31, 2022, unless otherwise extended by Donor or Donee pursuant to a right to do so as expressly set forth herein or by mutual agreement.

10. Costs and Expenses. Donee will be responsible for the payment of the cost of recording the Deed, any Real Property transfer tax or conveyance fees, and any other costs and expenses required to effectuate the transfer contemplated hereby.

11. Charitable Use. Donee intends to use the Real Property exclusively for public purposes within the meaning of Internal Revenue Code Section 170(c)(1) and no part of the net earnings thereof will inure to the benefit of any private shareholder or individual.

12. Commissions and Fees. The Donor and Donee each represents to the other that it has not dealt with any real estate agent or brokerage firm in connection with the transactions contemplated by this Agreement and is not aware of any real estate commissions that are or will become due to any such agent or firm in connection with such transactions.

13. Coordination of Construction Operations.

(a) Donor acknowledges its understanding that Donee, or persons acting on its behalf or on behalf of the State of Florida, Department of Transportation, intend to construct (i) a turn-lane from State Road 85 onto a to-be-constructed extension of Hospital Drive south of Donor's property using the Real Property (the "Turn Lane") and (ii) a driveway connection from the to-be-constructed extension of Hospital Drive south of Donor's property onto Donor's property (the "Driveway Access"). Following completion of the Turn Lane and Driveway Access, Donee's existing access to State Road 85 will be closed, and the area thereof landscaped to match existing conditions. All of the foregoing construction work, operations and activities shall be at no cost to Donor.

(b) Donee agrees to coordinate with Donor any construction operations which will interfere with public access to Donor's property from the existing State Road 85 entry point. Donee agrees that at no time will access to Donor's property using the existing State Road 85 entry point be closed until such time as equivalent access to Donor's property is given from the to-be-constructed extension of Hospital Drive using the Driveway Access.

(c) Donor understands and agrees that it will be responsible for obtaining any necessary tenant approvals associated with the construction of the Driveway Access, including, but not limited to, tenant approvals necessary to temporarily close or limit access to an existing drive-thru on the southern unit of Donor's building. Donor agrees to obtain such approvals and communicate same to Donee for Donee's use in scheduling and coordinating work impacting the drive-thru area and ensuring such work causes the minimum necessary impact, which may involve off-peak hours for construction activities in Donee's discretion.

(d) Donee anticipates work to begin on the Turn Lane in July, 2022, beginning with utility relocation followed by turn lane construction in approximately September, 2022.

(e) Donee anticipates work to begin on the Driveway Access in August, 2022 and for work within Donee's parking lot to occur in September, 2022. Donee will limit construction within Donee's property to a seven day, non-consecutive period, and use best efforts to coordinate work to minimize any interference to tenant operations. Donee will give Donor 30 days advance notice before performing any work in or on Donee's parking lot.

(f) Benchmark shall, and hereby does, protect, defend, save, indemnify and forever hold harmless Donor and Donor's tenants, along with their affiliates and the officers, directors,

employees and agents, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees) arising out of or occurring in connection with any negligent or intentional acts or omissions of Benchmark (or any of its agents, employees, licensees, or contractors) in performing the work or any breach by Benchmark (or any of its agents, employees, licensees or contractors) of any of Benchmark's duties, representations, warranties or covenants under this Agreement. Benchmark will maintain in force during the performance of the work comprehensive general liability insurance on an occurrence basis, including, without limitation, contractual liability coverage and a broad form property damage endorsement with limits of not less than \$2,000,000 per occurrence and in the aggregate with Donor named as an additional insured. Benchmark shall provide a certificate evidencing such insurance on request.

(g)

14. Miscellaneous.

(a) Relationship of the Parties. Notwithstanding any provision to the contrary in this Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

(b) Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(c) Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

(d) Notices. All notices herein authorized or required to be given to Donee shall be sent certified mail, registered mail or overnight express, postage prepaid, to Donee at:

City of Crestview
Tim Bolduc, City Manager
198 North Wilson Street
Crestview, Florida 32536
timbolduc@cityofcrestview.org

or to such other address as Donee may from time to time designate in accordance with this Paragraph.

All notices herein authorized or required to be given to the Donor shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the Donor at:

67, LLC
F.W. "Freddie" Schinz, Manager
11 Racetrack Road NE
Fort Walton Beach, Florida 32547
Freddie@tifordevelopment.com

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Benchmark Crestview Commons, LLC
John Rehak, Director of Acquisitions and Development
4053 Maple Road
Amherst, New York 14226
jrehak@benchmarkgrp.com

(e) Entire Agreement. This Agreement sets for the complete understanding and agreement of the parties with respect to the Real Property and the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Agreement.

(f) Further Assurances. Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

(g) Survival. All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Agreement and the conveyance of the Real Property being conveyed hereunder.

(h) Headings. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

(i) Exhibits. The Exhibits attached hereto are a part of this Agreement.

~~(h)~~(g) Applicable Law and Binding Effect. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

~~(h)~~(h) Counterparts. This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

IN WITNESS WHEREOF, Donor and Donee have caused this Agreement to be executed under seal as of the date first above written.

DONOR:

**67, LLC, a Florida
limited liability
company**

Name: F.W. Schinz
Title: Manager

DONEE:

CITY OF CRESTVIEW, FLORIDA

J.B. WHITTEN
Mayor

ATTEST:

MARYANNE SCHRADER
City Clerk

BENCHMARK:

**Benchmark Crestview
Commons, LLC, a
Florida limited liability
company**

By: Benchmark Properties
Management Corp., its Manager

Name: _____
Title: _____

EXHIBIT A
Property Description

PROPOSED VARIABLE WIDTH RIGHT-OF-WAY DONATION

A STRIP OF LAND SITUATED IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, FLORIDA, BEING A PORTION OF REDSTONE PLAZA SHOPPING CENTER, LYING ADJACENT TO FLORIDA STATE ROAD 85, AND SITUATED NORTH OF THE FORMER McLAIN'S PARCEL (OFFICIAL RECORDS BOOK 3279, PAGE 1881); SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF REDSTONE AVENUE WEST (PUBLIC RIGHT-OF-WAY WIDTH VARIES) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA STATE ROAD 85 (112 FOOT WIDE RIGHT-OF-WAY AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 57050-2505, DATED 1 JUN 1993); THENCE S 1625'59" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 173.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 1625'59" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 218.76 FEET TO THE NORTHEAST CORNER OF THE AFORESAID FORMER "McLAIN'S PARCEL"; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N 87'48'11" W ALONG THE NORTHERLY PROPERTY LINE THEREOF, A DISTANCE OF 12.84 FEET; THENCE DEPARTING SAID NORTHERLY PROPERTY LINE, PROCEED N 16'21'10" E, A DISTANCE OF 221.87 FEET; THENCE S 73'48'16 E, A DISTANCE OF 12.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.06 ACRES, MORE OR LESS.

EXHIBIT B
Form of Deed

This Instrument Prepared By:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") made effective as of the ____ day of December, 2021, by 67, LLC, a Florida limited liability company, whose mailing address is 11 Racetrack Road NE, Fort Walton Beach, Florida 32547 ("GRANTOR"), to the City of Crestview, Florida, a municipal corporation, having a mailing address of 198 North Wilson Street, Crestview, Florida 32536 ("GRANTEE").

WITNESSETH:

The GRANTOR, for valuable consideration paid, the receipt of which is hereby acknowledged, by these presents does remise, release and convey unto the GRANTEE, its heirs, successors and assigns, all of the right, title, interest, claim and demand which GRANTOR has in the following certain land situated in Okaloosa County, Florida (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the Property and to any state of facts which an accurate survey would show.

GRANTOR, as its sole warranty herein, specially warrants to GRANTEE, and to GRANTEE'S successors and assigns, that GRANTOR, its successors and assigns, will forever defend title to the Property (subject only to the foregoing matters referred to herein) against those claims, and only those claims, of all persons who shall claim title to or assert claims affecting title to the Property or any part thereof, by, through, under or based on the acts of Grantor, but none other.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this Deed under seal on the date aforesaid.

*Signed, sealed and delivered
in the presence of the following
witnesses:*

67, LLC

*Print Name:*_____

By: _____
F.W. Schinz, Manager

Print Name:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this ____ day of January, 2022 by F.W. Schinz, Manager of 67, LLC, a Florida limited liability company, on behalf of the company, [] who is personally known to me or [] produced _____ as identification.

My Commission Expires:

Notary Public
State of Florida

Notary Seal

EXHIBIT A
TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

A STRIP OF LAND SITUATED IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, FLORIDA, BEING A PORTION OF REDSTONE PLAZA SHOPPING CENTER, LYING ADJACENT TO FLORIDA STATE ROAD 85, AND SITUATED NORTH OF THE FORMER McLAIN'S PARCEL (OFFICIAL RECORDS BOOK 3279, PAGE 1881); SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 0.06 ACRES, MORE OR LESS.

DONATION AGREEMENT

This Donation Agreement (the "Agreement") is entered into as of _____, 2022, by and between 67, LLC, a Florida limited liability company, having a mailing address of 11 Racetrack Road NE, Fort Walton Beach, Florida 32547 (the "Donor") and the City of Crestview, a Florida municipal corporation, having a mailing address of 198 North Wilson Street, Crestview, Florida 32536 (the "Donee"), and joined by Benchmark Crestview Commons, LLC ("Benchmark") as a participating party for the purposes set forth in Section 13.

RECITALS:

WHEREAS, Donor owns certain real property comprised of approximately .06 acres, more or less, of land located in Okaloosa County, Florida, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, together with all rights, privileges and appurtenances thereto belonging (the "Real Property"); and

WHEREAS, Benchmark owns property south of the Real Property which it is developing for commercial purposes and, pursuant to a Participation Agreement with Donee, is constructing certain infrastructure improvements which will be conveyed and dedicated to Donee (in part) and the State of Florida (in part) upon completion; and

WHEREAS, Donor wishes to donate and contribute the Real Property to Donee and Donee wishes to accept such donation, all in accordance with the terms of this Agreement; and

WHEREAS, the parties hereto wish to specify the timing, conditions and terms of the donation.

WITNESSETH:

1. Donation and Acceptance. Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor's right, title and interest in and to the Real Property subject to the terms, conditions and provisions hereof.

2. Donative Intent. The Real Property is being donated by the Donor to Donee as a charitable gift. Donee has not contributed nor given anything of any value in exchange for the donation.

3. Conveyance. The conveyance by the Donor of the Real Property to Donee shall be by Special Warranty Deed in the form of Exhibit "B" attached hereto and incorporated herein by reference (the "Deed").

4. Title and Survey. At Donee's election and at its sole cost and expense, Donee may obtain a title commitment and survey for an ALTA Owner's Policy of Title Insurance insuring title to the Real Property to Donee to be issued by a title company acceptable to Donee.

5. Donor Warranties and Representations. Donor represents and warrants to Donee as follows:

(a) The Donor is a duly organized and validly existing limited liability company under the laws of the State of Florida and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) The Donor is not a “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” within the meaning of Internal Revenue Code Section 1445 and any related Treasury Regulations.

6. Donor’s Disclaimer of all other Warranties and Representations. **EXCEPT AS PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT, DONEE ACKNOWLEDGES AND AGREES THAT (a) THE REAL PROPERTY SHALL BE CONVEYED, AND DONEE SHALL ACCEPT THE REAL PROPERTY ON THE CLOSING DATE, “AS IS, WHERE IS, WITH ALL FAULTS”; (b) EXCEPT FOR DONOR’S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5 OF THIS AGREEMENT, AND ANY EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THE DOCUMENTS DELIVERED BY DONOR AT CLOSING (HEREIN COLLECTIVELY CALLED THE “DONOR’S WARRANTIES”), NEITHER THE DONOR, NOR ITS AFFILIATED COMPANIES, INCLUDING ITS COUNSEL, NOR ANY MEMBER, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, NOR AFFILIATE OF DONOR, NOR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING (ALL OF WHICH PARTIES ARE HEREIN COLLECTIVELY CALLED THE “COMPANY PARTIES”) HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO DONEE WITH RESPECT TO THE REAL PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, THE ACCURACY AND COMPLETENESS THEREOF) OR THE RESULTS OF ANY INVESTIGATIONS RELATED TO THE REAL PROPERTY PREVIOUSLY CARRIED ON BY DONOR; AND (C) DONEE HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO THE DONATION OF THE REAL PROPERTY. DONEE SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT FOR DONOR’S WARRANTIES, DONEE IS NOT RELYING ON (AND DONOR DOES HEREBY DISCLAIM AND RENOUNCE) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM DONOR, AS TO: (i) THE OPERATION OF THE REAL PROPERTY, USES, OR MERCHANTABILITY OR FITNESS OF ANY PORTION OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (ii) THE PHYSICAL CONDITION OF THE REAL PROPERTY OR THE CONDITION OR SAFETY OF THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, SUITABILITY OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (iii) THE PRESENCE OR ABSENCE, LOCATION OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, OR UNDER THE REAL PROPERTY; (vii) THE ACCURACY OF ANY STATEMENTS,**

CALCULATIONS OR CONDITIONS STATED OR SET FORTH IN DONOR'S BOOKS AND RECORDS CONCERNING THE REAL PROPERTY; OR (viii) THE ABILITY OF DONEE TO OBTAIN ANY AND ALL NECESSARY OR DESIRED GOVERNMENTAL APPROVALS OR PERMITS FOR DONEE'S INTENDED USE OF THE REAL PROPERTY. DONEE FURTHER ACKNOWLEDGES AND AGREES THE DONOR IS NOT UNDER ANY DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES (EXCEPT WITH RESPECT TO DONOR'S WARRANTIES AS SET FORTH IN SECTION 5 OF THIS AGREEMENT) OR INQUIRY REGARDING ANY MATTER WHICH MAY OR MAY NOT BE KNOWN TO THE DONOR.

7. Donee Warranties, Representations and Acknowledgements. Donee represents and warrants to Donor as follows:

(a) Donee hereby warrants and represents to the Donor that it is a duly organized and validly existing municipal corporation under the laws of the State of Florida and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) Donee acknowledges that (i) it has inspected the Real Property to its full and complete satisfaction with the full cooperation of the Donor, (ii) such inspection was undertaken by one or more persons of Donee's choosing, and (iii) it had reasonable and full access to the Real Property for the purposes of its inspection. Donee acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Real Property other than those that are specifically included in this Agreement. Donee acknowledges the present state and condition of the Real Property and agrees to accept the Real Property, notwithstanding any known or unknown deficiencies or defects of or with respect to the Real Property, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Real Property to Donee based on the state or condition of the Real Property.

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(f) Benchmark shall, and hereby does, protect, defend, save, indemnify and forever hold harmless Donor and Donor's tenants, along with their affiliates and the officers, directors,

employees and agents, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees) arising out of or occurring in connection with any negligent or intentional acts or omissions of Benchmark (or any of its agents, employees, licensees, or contractors) in performing the work or any breach by Benchmark (or any of its agents, employees, licensees or contractors) of any of Benchmark's duties, representations, warranties or covenants under this Agreement. Benchmark will maintain in force during the performance of the work comprehensive general liability insurance on an occurrence basis, including, without limitation, contractual liability coverage and a broad form property damage endorsement with limits of not less than \$2,000,000 per occurrence and in the aggregate with Donor named as an additional insured. Benchmark shall provide a certificate evidencing such insurance on request.

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(c) Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

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F.W. "Freddie" Schinz, Manager
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Fort Walton Beach, Florida 32547
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Benchmark Crestview Commons, LLC
John Rehak, Director of Acquisitions and Development
4053 Maple Road
Amherst, New York 14226
jrehak@benchmarkgrp.com

(e) Entire Agreement. This Agreement sets for the complete understanding and agreement of the parties with respect to the Real Property and the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Agreement.

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(i) Exhibits. The Exhibits attached hereto are a part of this Agreement.

(g) Applicable Law and Binding Effect. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(h) Counterparts. This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

IN WITNESS WHEREOF, Donor and Donee have caused this Agreement to be executed under seal as of the date first above written.

DONOR:

**67, LLC, a Florida
limited liability
company**

Name: F.W. Schinz
Title: Manager

DONEE:

CITY OF CRESTVIEW, FLORIDA

J.B. WHITTEN
Mayor

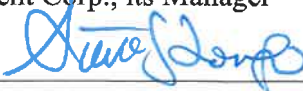
ATTEST:

MARYANNE SCHRADER
City Clerk

BENCHMARK:

**Benchmark Crestview
Commons, LLC, a
Florida limited liability
company**

By: Benchmark Properties
Management Corp., its Manager



Name:

Title: **Steven J. Longo**
Vice President

EXHIBIT A
Property Description

PROPOSED VARIABLE WIDTH RIGHT-OF-WAY DONATION

A STRIP OF LAND SITUATED IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, FLORIDA, BEING A PORTION OF REDSTONE PLAZA SHOPPING CENTER, LYING ADJACENT TO FLORIDA STATE ROAD 85, AND SITUATED NORTH OF THE FORMER McLAIN'S PARCEL (OFFICIAL RECORDS BOOK 3279, PAGE 1881); SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF REDSTONE AVENUE WEST (PUBLIC RIGHT-OF-WAY WIDTH VARIES) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA STATE ROAD 85 (112 FOOT WIDE RIGHT-OF-WAY AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 57050-2505, DATED 1 JUN 1993); THENCE S 1625'59" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 173.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 1625'59" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 218.76 FEET TO THE NORTHEAST CORNER OF THE AFORESAID FORMER "McLAIN'S PARCEL"; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N 87'48'11" W ALONG THE NORTHERLY PROPERTY LINE THEREOF, A DISTANCE OF 12.84 FEET; THENCE DEPARTING SAID NORTHERLY PROPERTY LINE, PROCEED N 16'21'10" E, A DISTANCE OF 221.87 FEET; THENCE S 73'48'16 E, A DISTANCE OF 12.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.06 ACRES, MORE OR LESS.

EXHIBIT B
Form of Deed

This Instrument Prepared By:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") made effective as of the ____ day of December, 2021, by 67, LLC, a Florida limited liability company, whose mailing address is 11 Racetrack Road NE, Fort Walton Beach, Florida 32547 ("GRANTOR"), to the City of Crestview, Florida, a municipal corporation, having a mailing address of 198 North Wilson Street, Crestview, Florida 32536 ("GRANTEE").

WITNESSETH:

The GRANTOR, for valuable consideration paid, the receipt of which is hereby acknowledged, by these presents does remise, release and convey unto the GRANTEE, its heirs, successors and assigns, all of the right, title, interest, claim and demand which GRANTOR has in the following certain land situated in Okaloosa County, Florida (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the Property and to any state of facts which an accurate survey would show.

GRANTOR, as its sole warranty herein, specially warrants to GRANTEE, and to GRANTEE'S successors and assigns, that GRANTOR, its successors and assigns, will forever defend title to the Property (subject only to the foregoing matters referred to herein) against those claims, and only those claims, of all persons who shall claim title to or assert claims affecting title to the Property or any part thereof, by, through, under or based on the acts of Grantor, but none other.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this Deed under seal on the date aforesaid.

*Signed, sealed and delivered
in the presence of the following
witnesses:*

67, LLC

Print Name: _____

By: _____
F.W. Schinz, Manager

Print Name:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this ____ day of January, 2022 by F.W. Schinz, Manager of 67, LLC, a Florida limited liability company, on behalf of the company, [] who is personally known to me or [] produced _____ as identification.

My Commission Expires:

Notary Public
State of Florida

Notary Seal

EXHIBIT A
TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

A STRIP OF LAND SITUATED IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, FLORIDA, BEING A PORTION OF REDSTONE PLAZA SHOPPING CENTER, LYING ADJACENT TO FLORIDA STATE ROAD 85, AND SITUATED NORTH OF THE FORMER McLAIN'S PARCEL (OFFICIAL RECORDS BOOK 3279, PAGE 1881); SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 0.06 ACRES, MORE OR LESS.



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 8/3/2022
SUBJECT: Senior Activity Center Facility Use - MOA Renewal - State of Florida Department of Health

BACKGROUND:

The attached Memorandum of Agreement with the Florida Department of Health is a renewal of the current agreement. The purpose is for their agency to have a facility for use in the north end of the county in case of a potential need to provide continuity of operations for Okaloosa County citizens.

DISCUSSION:

This agreement is in place for unforeseen circumstances such as a large scale distribution of immunizations, etc. and they may require an alternate location to provide continuity of operations. The proposed location is the City's Senior Center.

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

Rental fees are waived.

RECOMMENDED ACTION

Motion requested to approve the renewal of the MOA with the Florida Department of Health.

Attachments

1. MOA Facility Use Health Department

**MEMORANDUM OF
AGREEMENT FOR
FACILITY USE FOR CONTINUITY OF
OPERATIONS IN OKALOOSA COUNTY,
FLORIDA**

Lease Number:

Lessor Fed ID:

This Agreement entered into by and between the City of Crestview ("Lessor") and the State of Florida, Department of Health ("Lessee"), is to support the use of the Senior Activity Center in Crestview as an alternate facility for Department of Health operations. The parties agree as follows:

1. PURPOSE: The property shall be used during the term of the Agreement by the State of Florida, its staff and registered volunteers, as an alternate facility for operation of essential public health activities during a disruption of the Lessee's normal facility.
2. TERM: This Memorandum of Agreement will begin effective when signed by all parties and will expire five years from the last signature date, unless amended or canceled in writing. See paragraph 7.
 - a. The Lessor will:
 1. Maintain full discretion, based on the nature of an emergency and agencies requesting use of this facility, as to which agency will occupy the facility.
 2. Upon Provider approval, provide sole use of the Senior Activity Center located at 325 Stillwell Blvd, Crestview, Florida in the event that the Florida Department of Health (FDOH - Okaloosa) Continuity of Operations Plan (COOP) is activated. This will include the use of electricity, air conditioning and heating, water, telephones, internet and equipment belonging to the facility.
 3. Provide tables, chairs and other available equipment located at the facility for set-up of office and clinic work areas.
 4. Conduct a brief walk-through to establish the condition of the facility prior to occupation by Department personnel.
 5. Provide keys and any other devices needed to secure entrances/exits to the facility.
 6. Provide a 24-hour point of contact to help resolve any facility issues that may occur during COOP dislocation operations.

7. In the event that multiple users are operating from the Senior Activity Center, notify FDOH - Okaloosa Command Staff of preferences for staff and client parking. If no preferences are indicated, clients and staff will park in an "as found" basis in the Spanish Trail parking area.
 - b. The Lessee will:
 1. Notify the Provider of the need to use the Senior Activity Center and await Provider approval.
 2. Upon approval and dependent upon time and/or manpower, either participate jointly in the facility inspection with the Provider or accept their report as the actual condition of the facility prior to Department operations. The Department's On-site Incident Commander will decide which method will be utilized.
 3. Provide all manpower and equipment, not already available at the facility, required to set up, secure, and conduct Department operations at the facility.
 4. Occupy the facility for the minimum time possible. Occupation of the facility will not extend past 30 days without coordination with and approval from the City of Crestview.
 5. Upon termination of Department operations, restore the facility to the same condition as it was prior to operations being conducted.
3. RENT: No rent or any additional consideration is due to or from either party.
4. ASSIGNMENT AND SUBLETTING: Lessee shall make no unlawful, improper, or offensive use of the property; nor assign or sublet any part of said property without the written consent of the Lessor; and Lessee shall quit and deliver up said property at the end of said term in as good condition as they were at the beginning of said term, excepting only ordinary wear, decay, and damage by the elements.
5. DONATION NATURE OF AGREEMENT: Lessor is donating the temporary use of the property under this Agreement, and the donation will be recorded through the Lessee's procedures. Lessor will establish an approximate value of the donation for this purpose.
6. MAINTENANCE AND REPAIRS: n/a.
7. AMENDMENT OR CANCELLATION: Any amendment must be in writing and signed by both parties. Any cancellation must be in writing and hand-delivered to or faxed to a party signatory.

8. LESSOR'S ACCESS TO PREMISES: Lessor reserves the right to remain on the property at all times during this Agreement.
9. SCOPE OF USE: Lessee is entitled to quiet enjoyment of the property and shall not be evicted or disturbed while in possession of the property so long as Lessee complies with the terms of this Agreement. Lessee shall be entitled to conduct its legal business on the property in its exclusive discretion during the life of this Agreement.
10. UTILITIES: Lessor shall be responsible for all property utilities and related charges, including charges for water, sewage, and trash pick-up during the term of this Agreement. Lessee will be responsible for the removal of bio-hazard waste or any waste that does not meet the City of Crestview's minimum requirements as state in the Solid Waste Ordinance.
11. INSURANCE. At all times, Lessor is responsible for the insurance of the property for its use under this Agreement. Lessee, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. Lessee certifies that it maintains and agrees to continue to maintain during the term this Agreement, general liability protection coverage through the Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. Lessee will convey a copy of its current Certificate of Coverage upon request.
12. CONFIDENTIALITY. The parties shall maintain confidentiality of all protected health information, including client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, rules and regulations.
13. INDEPENDENT STATUS. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
14. AUTHORITY: The signatories below possess authority to enter into this Agreement on behalf of their principals. This Agreement is effective on the date of the last signature on the Agreement, and no amendments or side agreements exist except as provided in paragraph 7 above.
15. This Agreement is made and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Venue shall lie in Okaloosa County, Florida.

16. 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:

As to the City:

Maryanne Schrader
City Clerk
198 Wilson Street North
Crestview, Florida 32536

As to the Contractor:

Approved this _____ day of _____ 2022.

CITY OF CRESTVIEW

STATE OF FLORIDA
DEPARTMENT OF
HEALTH

J. B. Whitten, Mayor

Elizabeth Smith, Administrator

Date

Date

Maryanne Schrader, City Clerk



Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Planning and Development Board
CC: City Manager and City Attorney
FROM: Community Development Services
DATE: 8/4/2022
SUBJECT: Ordinance 1882 - Export Road Annexation

BACKGROUND:

On June 3, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Export 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 August 1st, 2022, with a request that the adjoining property owners are advised of what the development is going to be so that they can voice their concerns about the proposed development when an application for a development order is made.

Staff is able, at the discretion of the Community Development Services director, to send out courtesy notices above and beyond the property posting that is required for development orders by the LDC. Staff is also able, at the discretion of the CDS director, to send a development order application to the Planning Board for approval or for recommendation to City Council for approval. In the LDC, the Planning Board is not granted the power to require staff to perform functions above and beyond those functions contained in the LDC, unless that power is specifically imposed or delegated by the City Council. The City Attorney also addressed the Planning Board when the motion for approval was made, to remind the board that for annexations the board conducts the first public hearing but otherwise it is a recommending board to the City Council rather than having the ability to place restrictions or conditions on approvals.

DISCUSSION:

The property description is as follows:

Property Owner: Smith Tiffany P
650 West James Lee Blvd
Suite 12
Crestview, FL 32536
Parcel ID: 32-3N-23-0000-0040-0010
Site Size: 2.02 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Vacant

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

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

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

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

- The property is contiguous to the city limits;
- The property is comprised of 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 July 7, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for 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 1882 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1882

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.02 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-23-0000-0040-0010 (Deed recorded in Book 2960, page 4200, dated November 16, 2020)

Begin at the Southwest corner of the Southwest Quarter of the Northeast Quarter, Section 32, Township 3 North, Range 23 West, run North 120 feet to Point of Beginning of tract herein conveyed, thence continue North 105 feet, thence run East 420 feet, thence run South 105 feet, thence run West 420 feet to Point of Beginning, Less and except any road right of way of record, situated, lying and being in Okaloosa County, Florida.

Subject to Oil, Gas & Mineral Reservations of record and reflected below:

Mineral Deed to Conrad Lambert, conveying an undivided one half (½) interest to Minerals, as recorded in Deed Book 45, Page 114, 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.

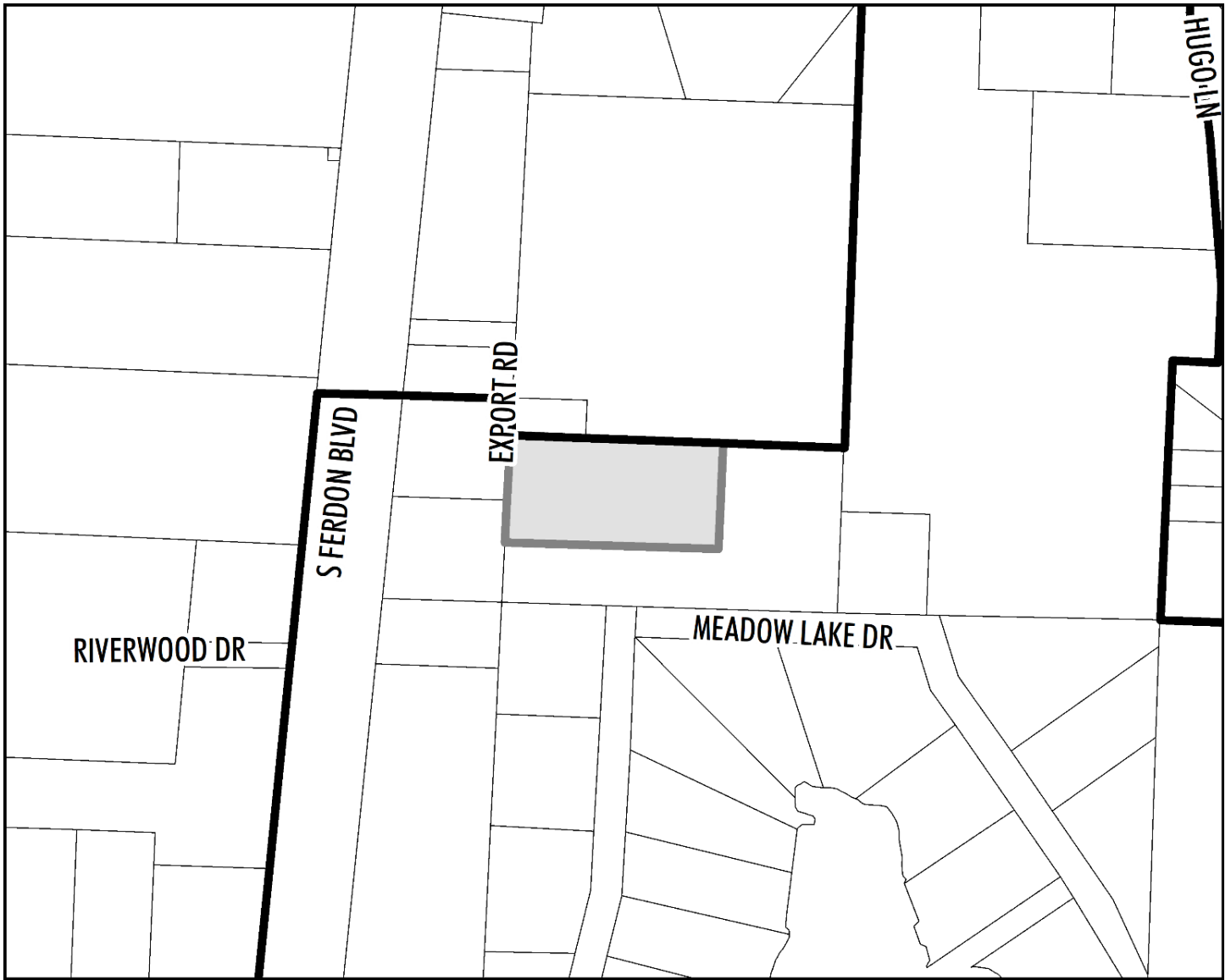
Passed and adopted on second reading by the City Council of Crestview, Florida on the 22nd day of August, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 22nd day of August, 2022.

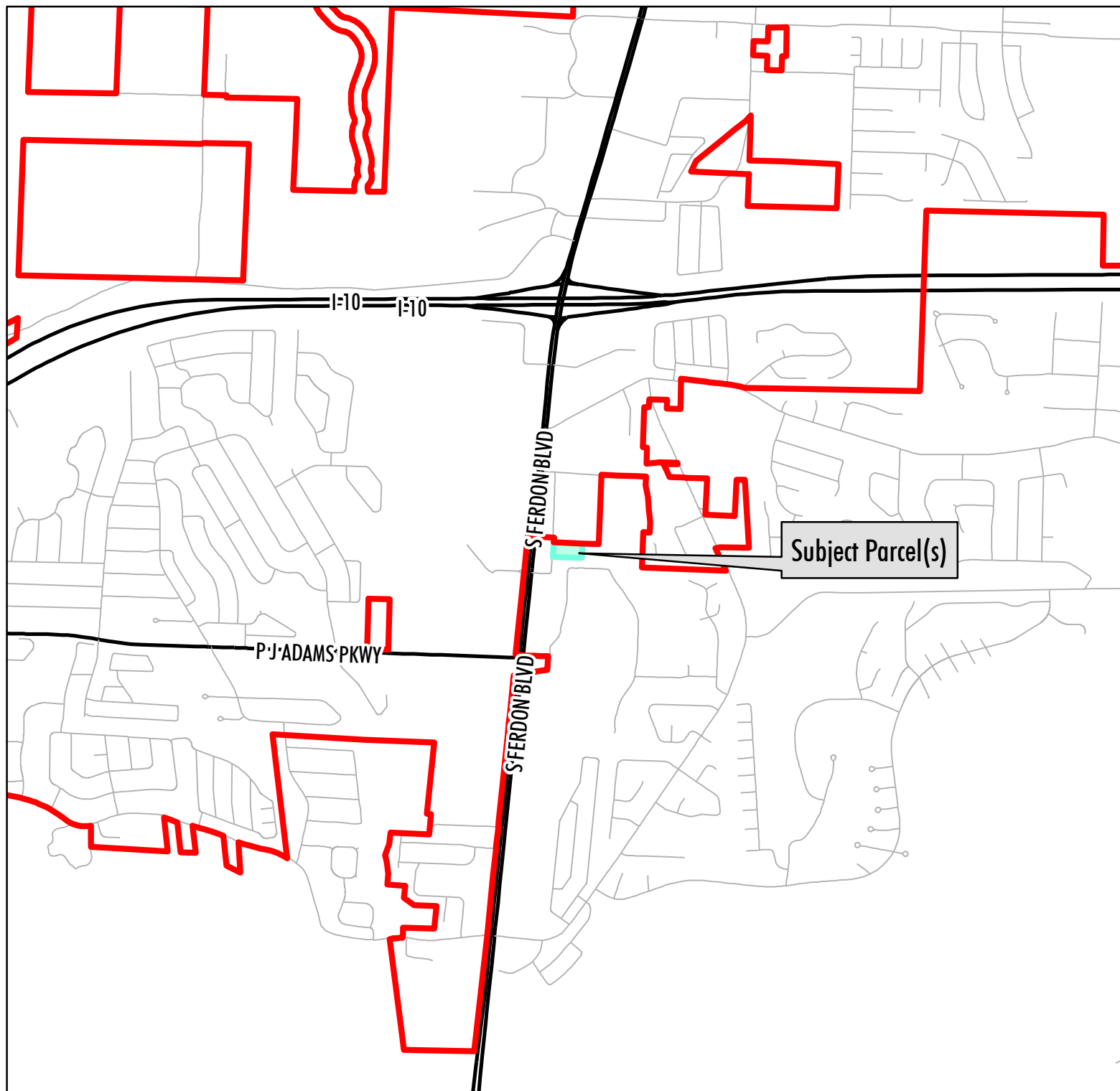
J. B. Whitten
Mayor



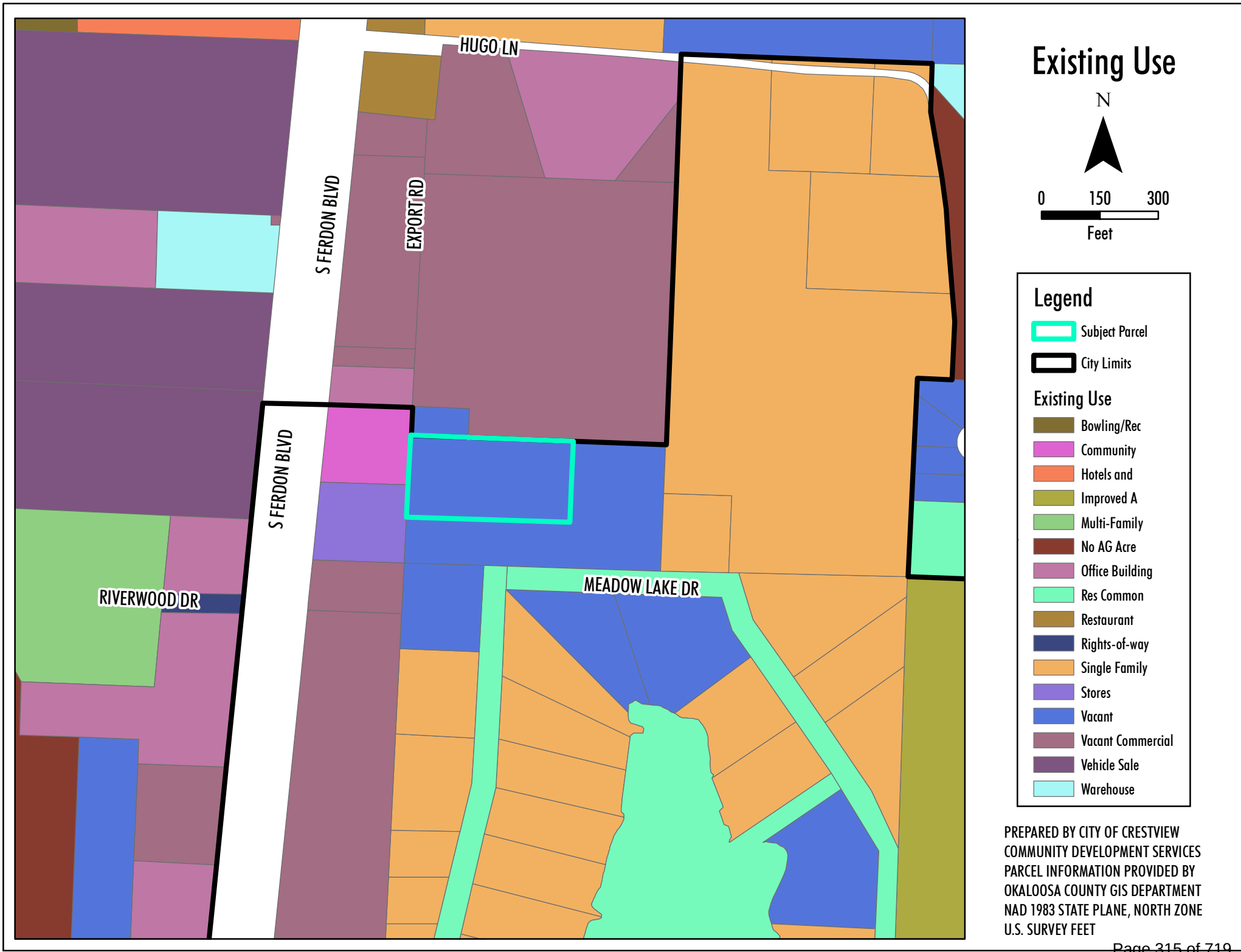
Vicinity Map



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



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

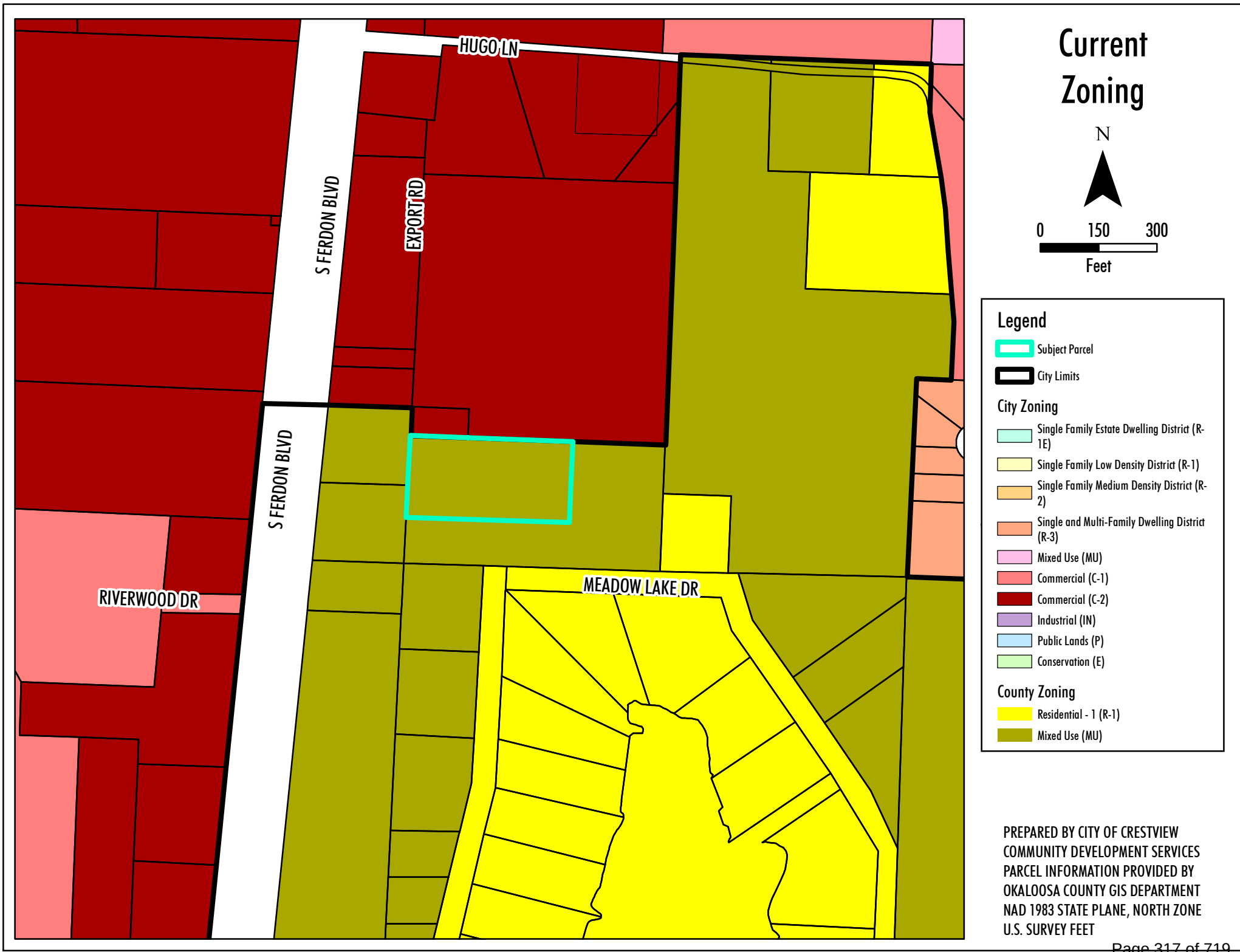
 Residential (R)

County Future Land Use

 Low Density Residential (LDR)

 Mixed Use (MU)

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



Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

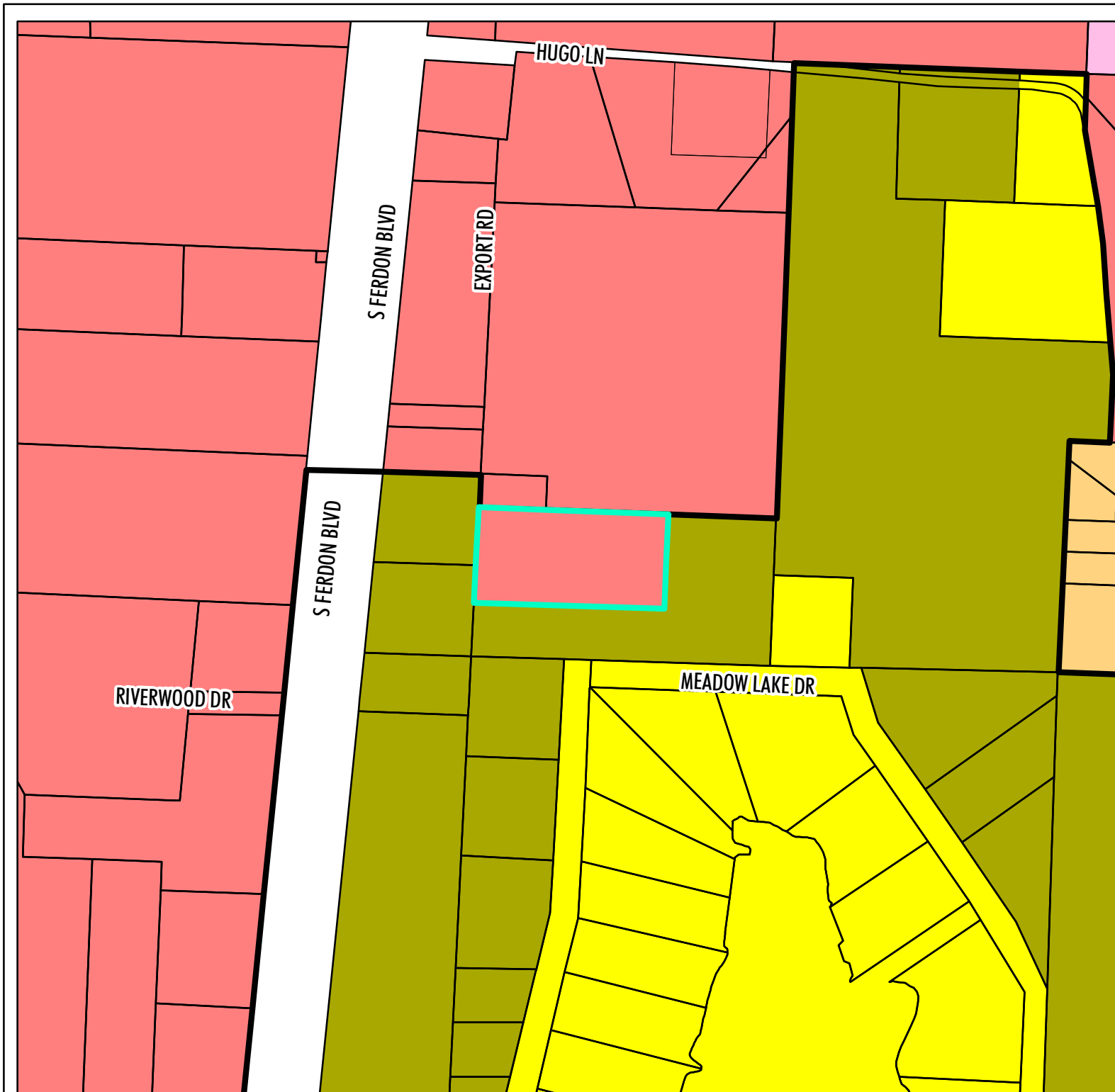
 Residential (R)

County Future Land Use

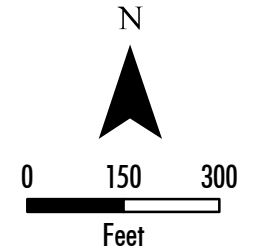
 Low Density Residential (LDR)

 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

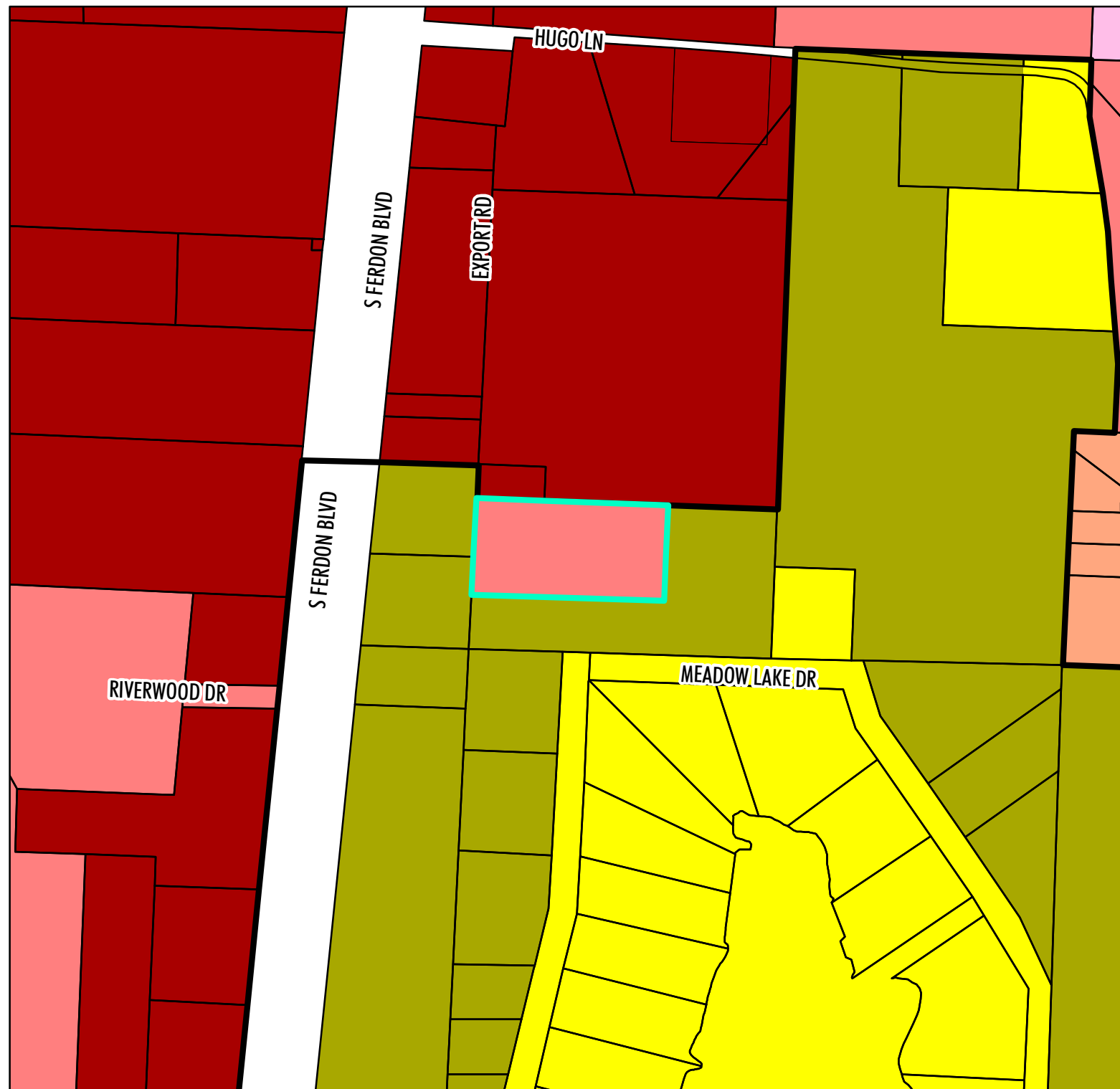
City Zoning

-  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

-  Residential - 1 (R-1)
-  Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1883 - Export Road Comprehensive Plan Amendment

BACKGROUND:

On June 3, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Export 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 August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Smith Tiffany P
650 West James Lee Blvd
Suite 12
Crestview, FL 32536
Parcel ID: 32-3N-23-0000-0040-0010
Site Size: 2.02 acres
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Current Zoning: Okaloosa County Mixed Use
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South	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant
West	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial

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

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment 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 1883 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1883

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 2.02 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 2.02 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 2.02 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 2.02 acres, more or less, is known as Parcel 32-3N-23-0000-0040-0010 and commonly described as:

Begin at the Southwest corner of the Southwest Quarter of the Northeast Quarter, Section 32, Township 3 North, Range 23 West, run North 120 feet to Point of Beginning of tract herein conveyed, thence continue North 105 feet, thence run East 420 feet, thence run South 105 feet, thence run West 420 feet to Point of Beginning, Less and except any road right of way of record, situated, lying and being in Okaloosa County, Florida.

Subject to Oil, Gas & Mineral Reservations of record and reflected below:

Mineral Deed to Conrad Lambert, conveying an undivided one half (½) interest to Minerals, as recorded in Deed Book 45, Page 114, records of Okaloosa County, Florida.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 32-3N-23-0000-0040-0010. 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-23-0000-0040-0010 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 22nd day of August, 2022.

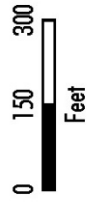
ATTEST:

Maryanne Schrader
City Clerk

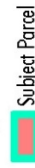
Approved by me this 22nd day of August, 2022.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend



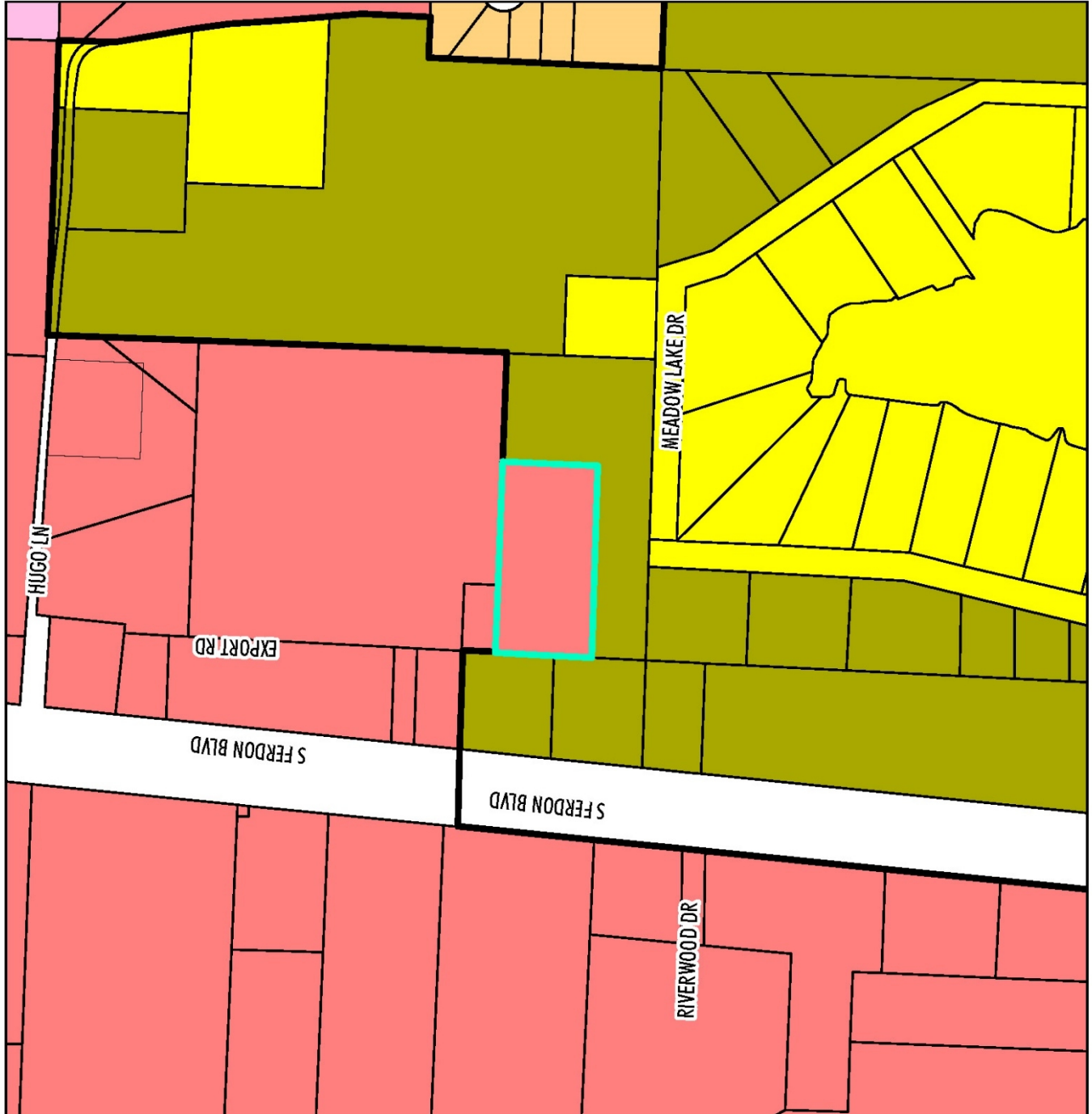
City Future Land Use



County Future Land Use



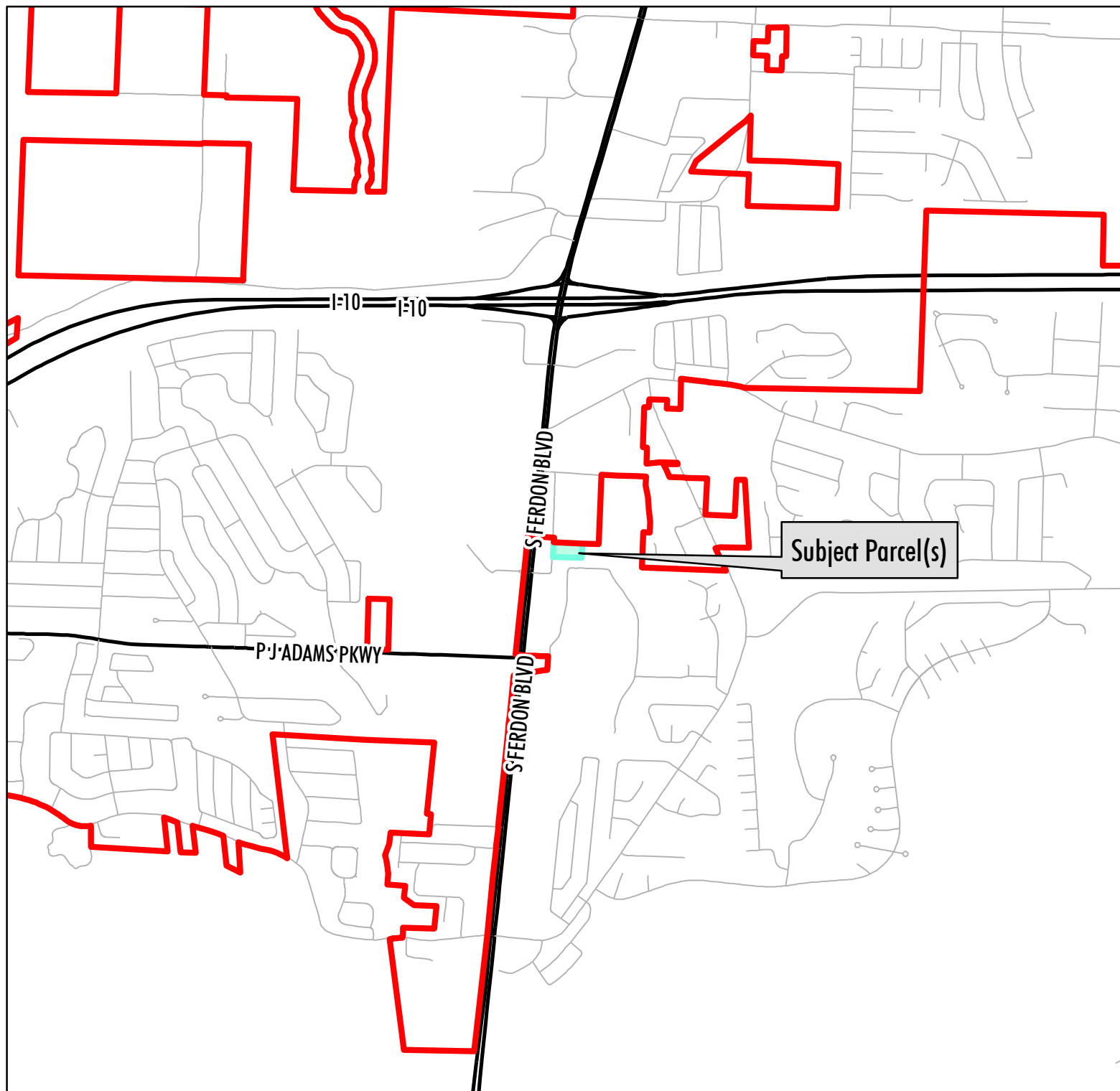
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



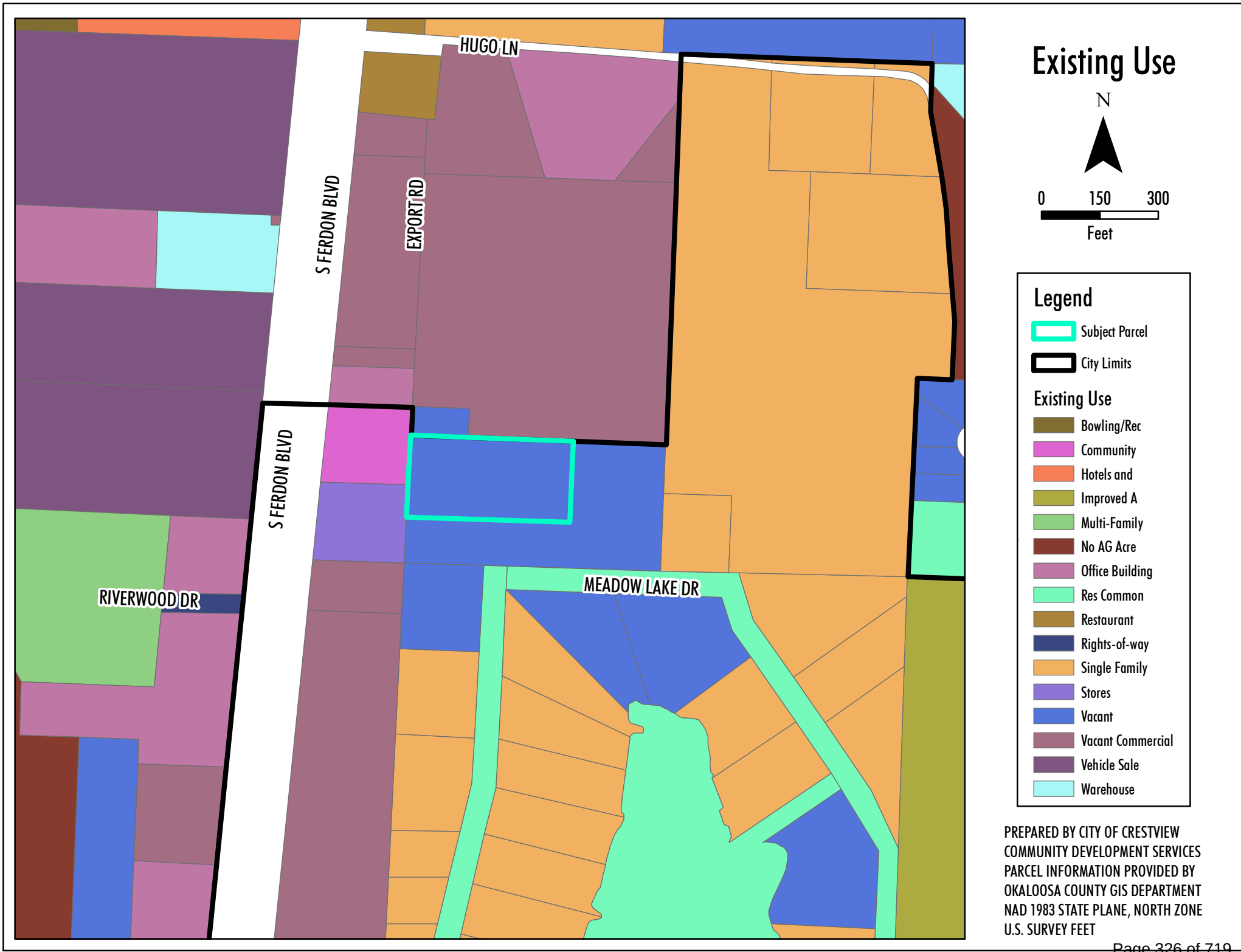
Vicinity Map



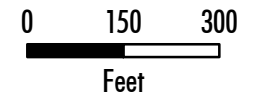
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PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



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)

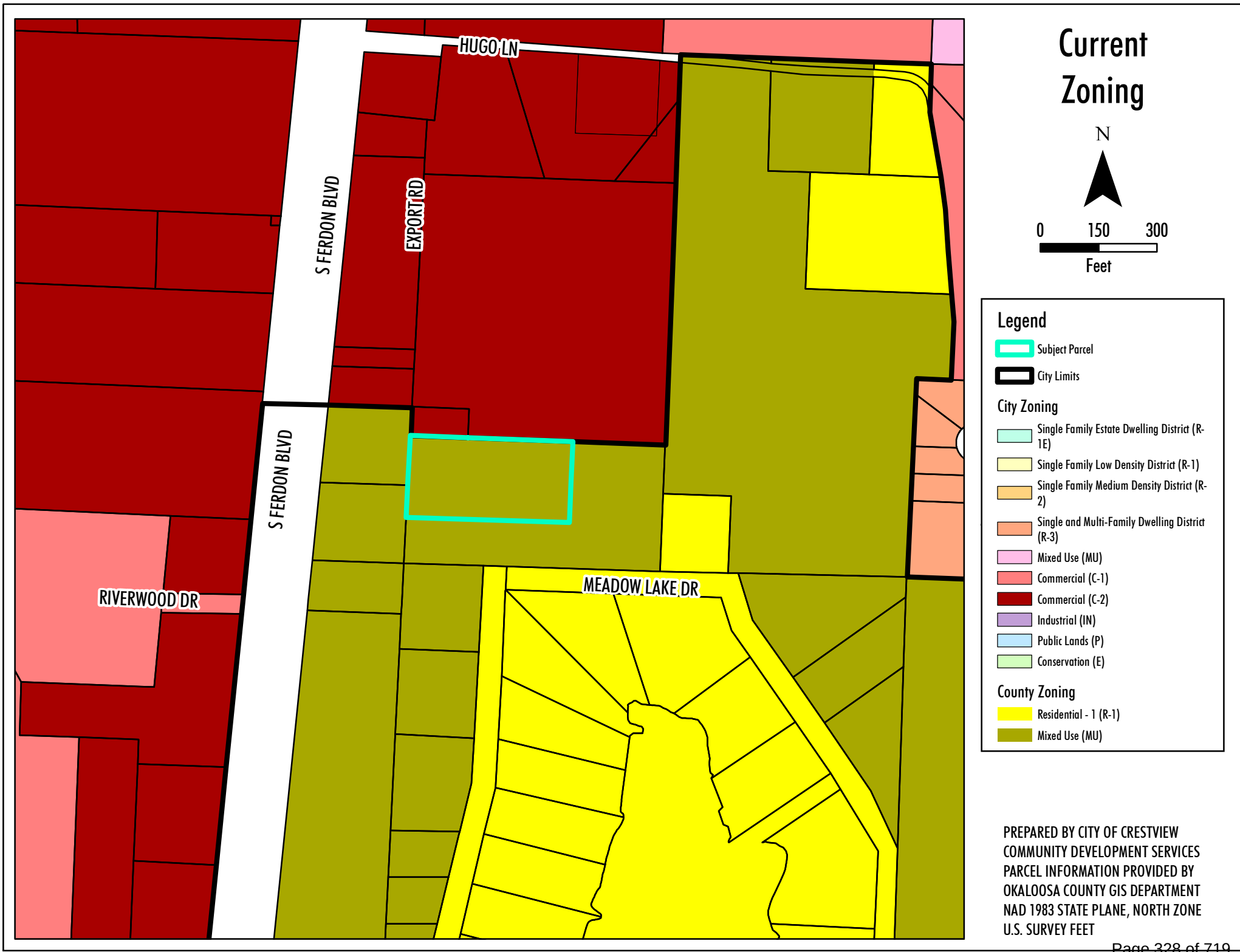
Residential (R)

County Future Land Use

Low Density Residential (LDR)

Mixed Use (MU)

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



Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

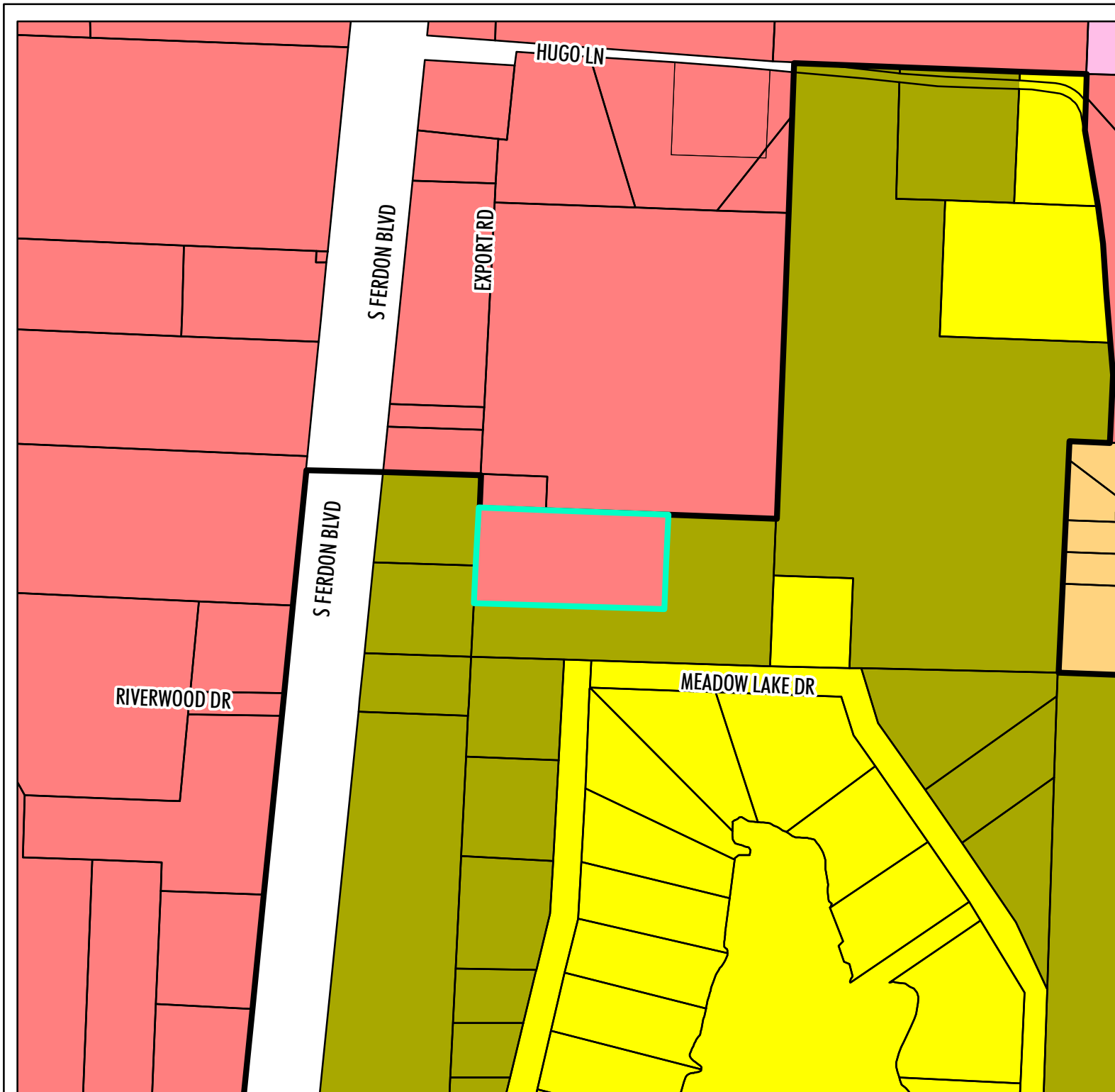
City Future Land Use

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

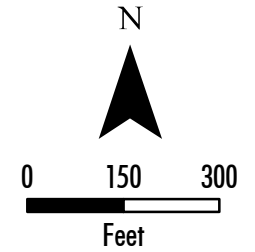
County Future Land Use

-  Low Density Residential (LDR)
-  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

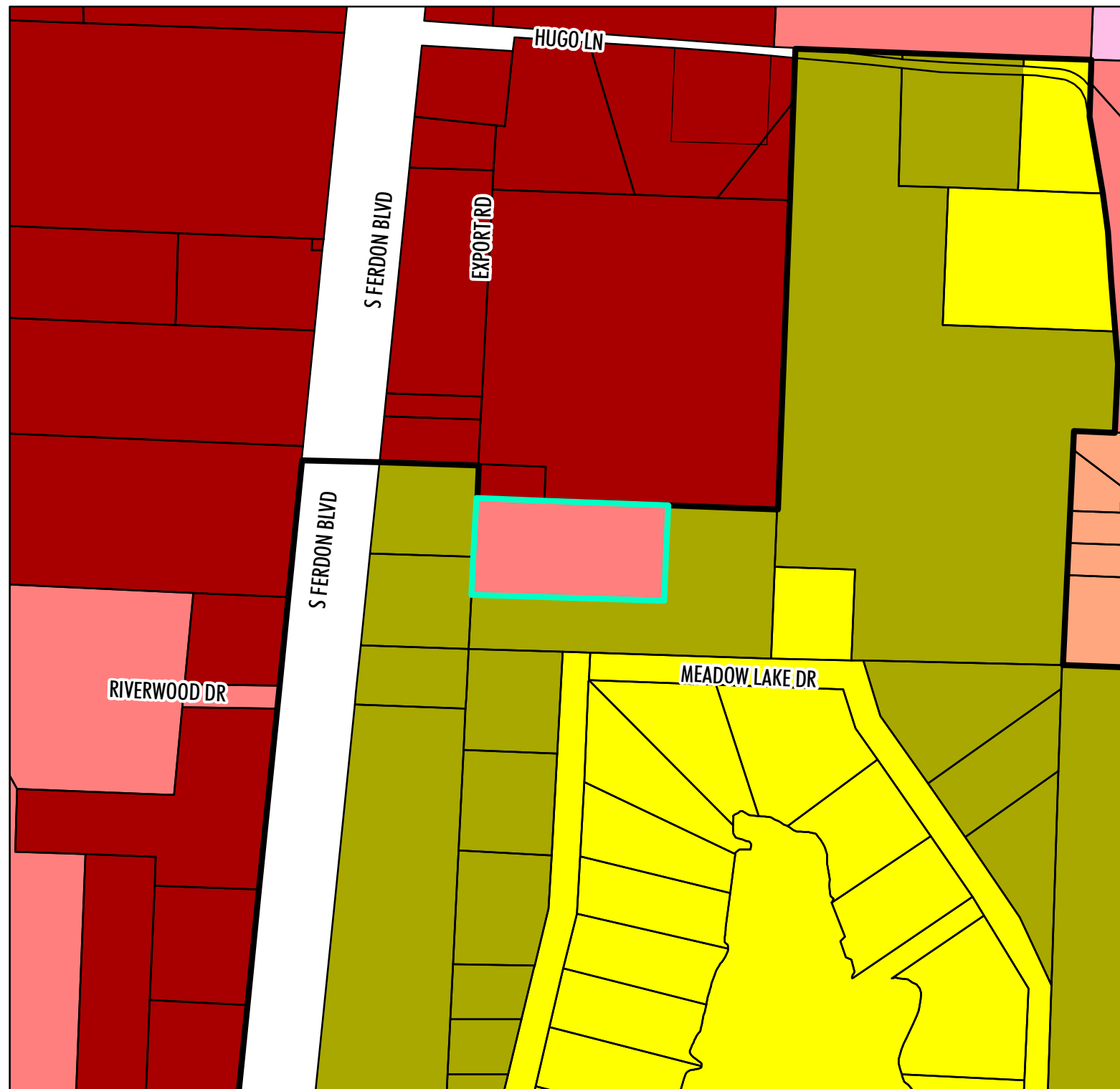
City Zoning

-  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

-  Residential - 1 (R-1)
-  Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1884 - Export Road Rezoning

BACKGROUND:

On June 3, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Export 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 Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval of the request on August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Smith Tiffany P
650 West James Lee Blvd
Suite 12
Crestview, FL 32536
Parcel ID: 32-3N-23-0000-0040-0010
Site Size: 2.02 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Vacant

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

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

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

Staff reviewed the request for rezoning and finds the following:

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the 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 1884 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1884

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.02 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 LOW-INTENSITY DISTRICT (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 2.02 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.02 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 1883, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 32-3N-23-0000-0040-0010

Begin at the Southwest corner of the Southwest Quarter of the Northeast Quarter, Section 32, Township 3 North, Range 23 West, run North 120 feet to Point of Beginning of tract herein conveyed, thence continue North 105 feet, thence run East 420 feet, thence run South 105 feet, thence run West 420 feet to Point of Beginning, Less and except any road right of way of record, situated, lying and being in Okaloosa County, Florida.

Subject to Oil, Gas & Mineral Reservations of record and reflected below:

Mineral Deed to Conrad Lambert, conveying an undivided one half (½) interest to Minerals, as recorded in Deed Book 45, Page 114, 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 # 1883 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 22nd day of August, 2022.

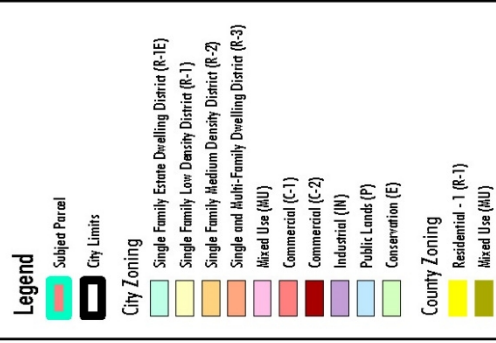
ATTEST:

Maryanne Schrader
City Clerk

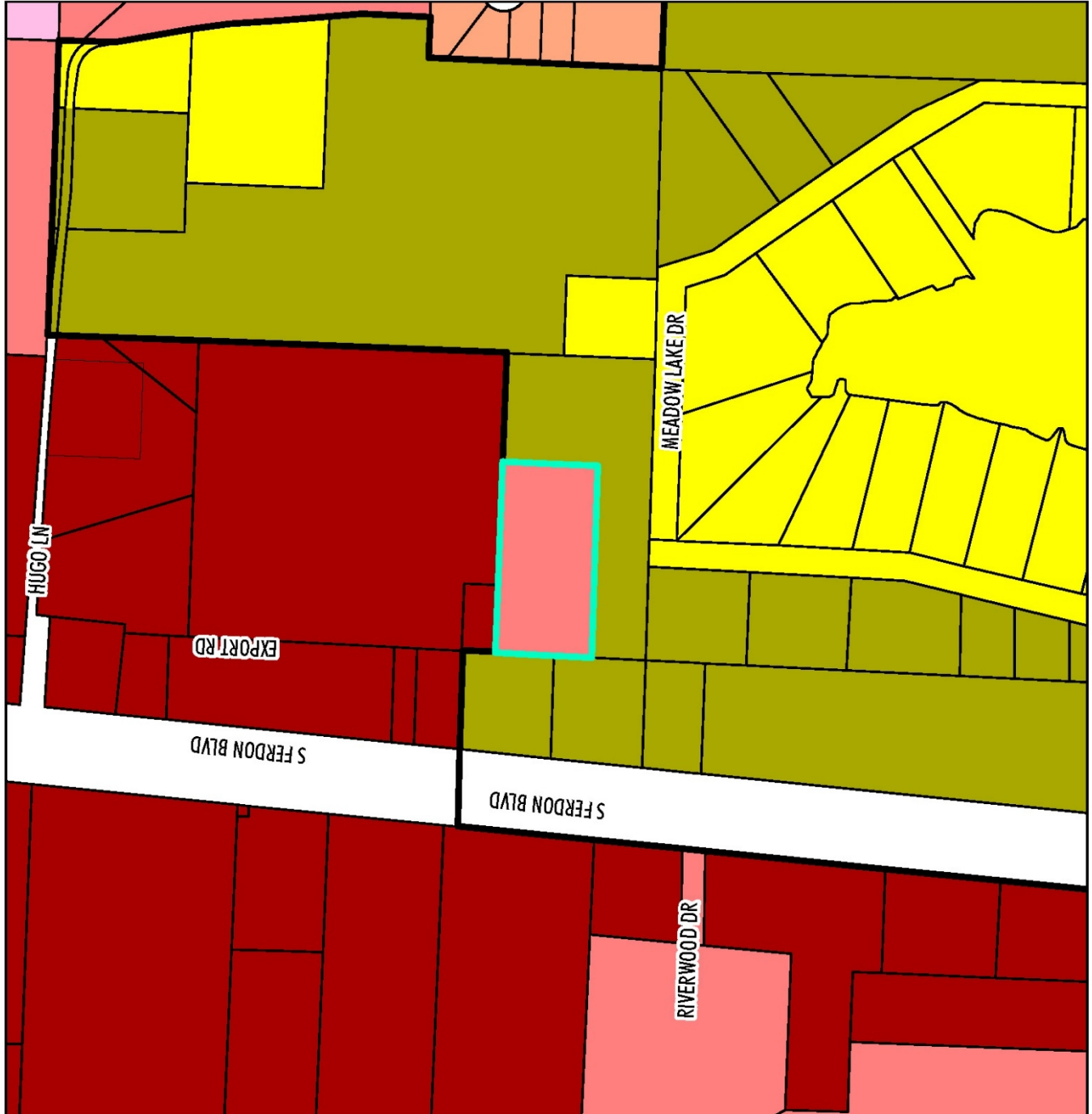
Approved by me this 22nd day of August, 2022.

J. B. Whitten
Mayor

Adopted Zoning



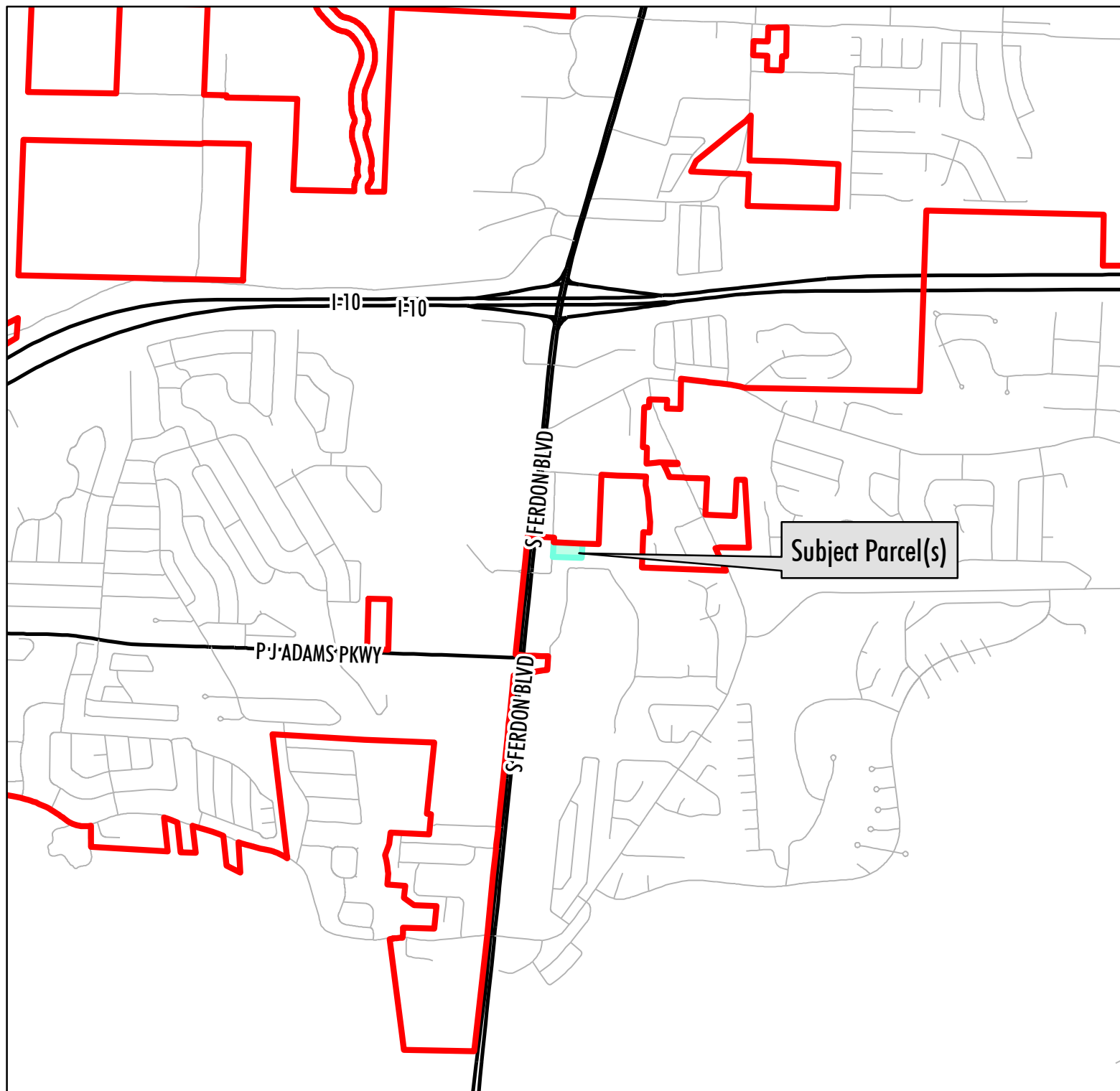
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



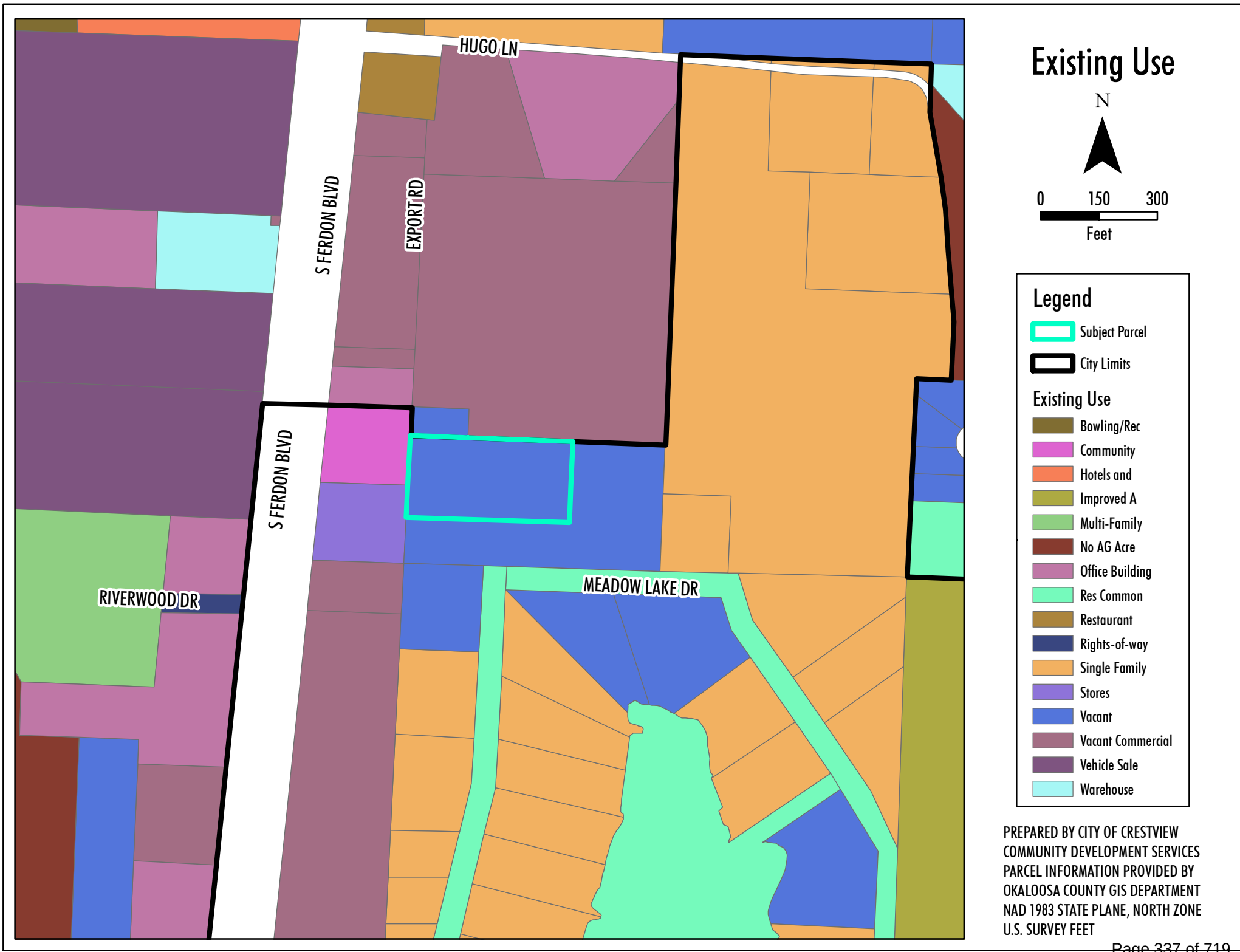
Vicinity Map



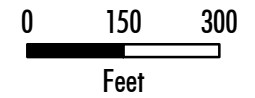
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PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



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)

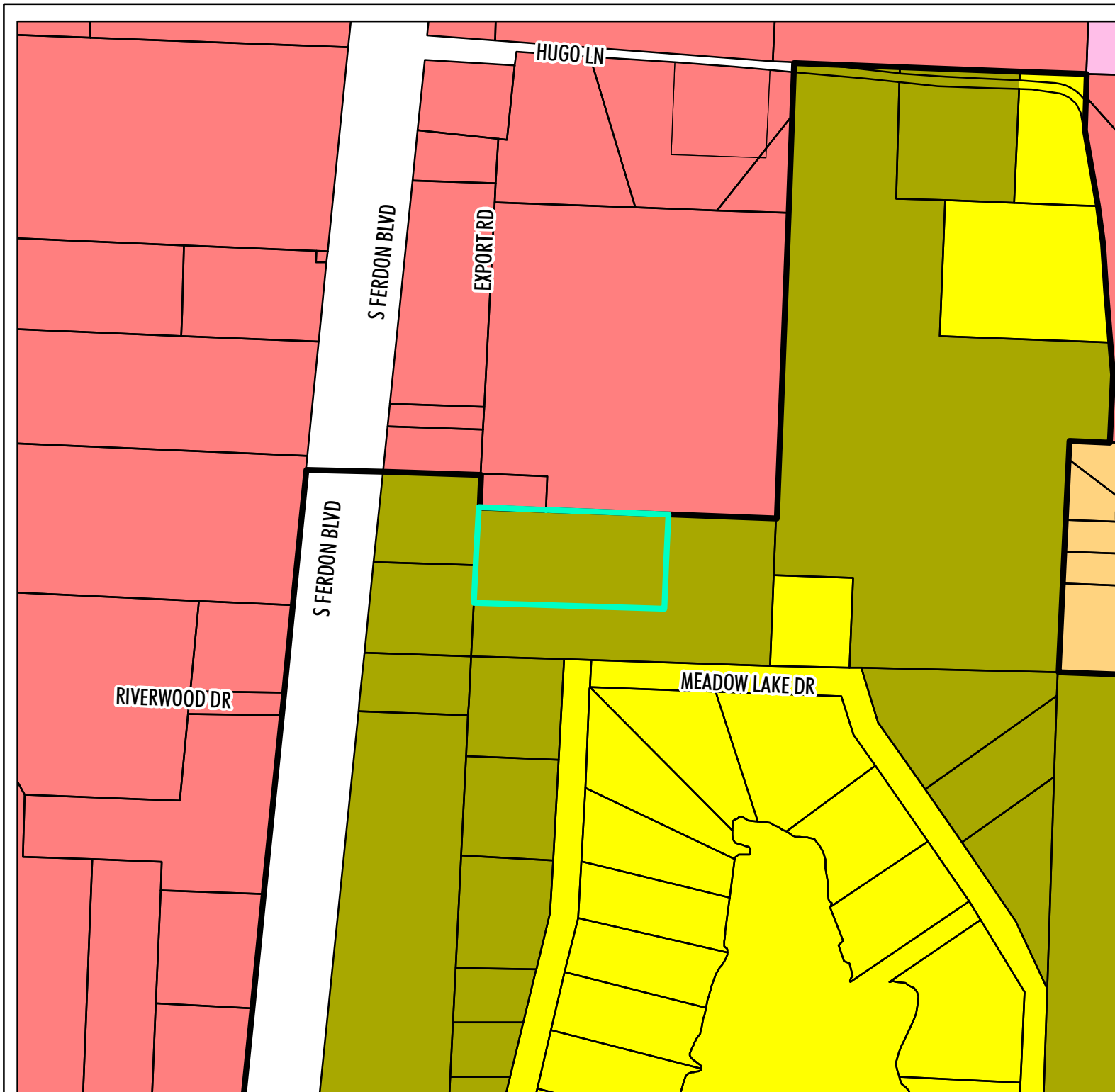
Residential (R)

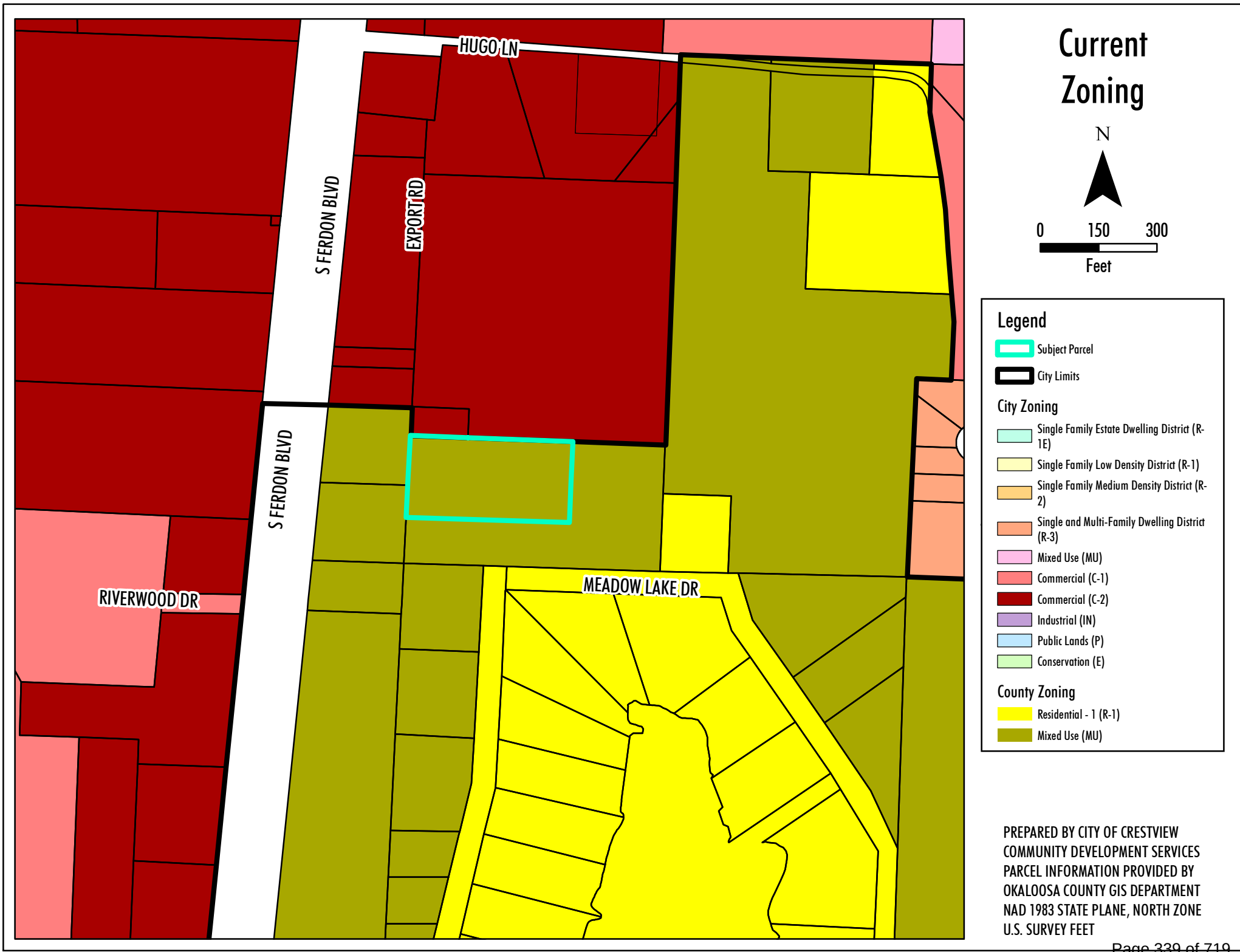
County Future Land Use

Low Density Residential (LDR)

Mixed Use (MU)

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





Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

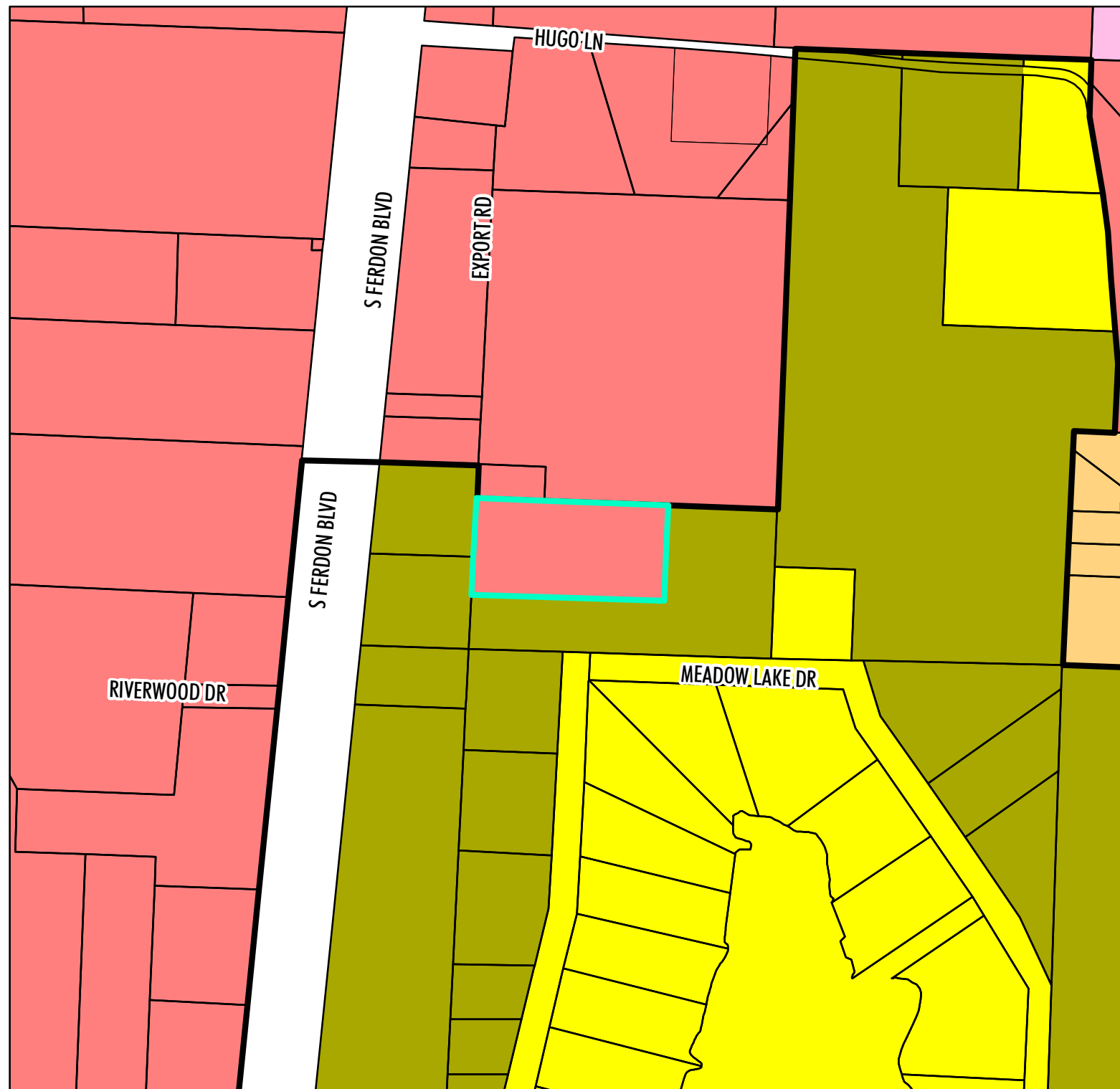
 Public Lands (PL)

 Residential (R)

County Future Land Use

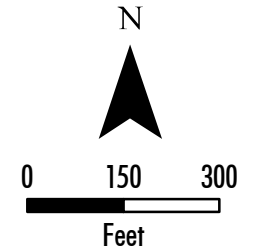
 Low Density Residential (LDR)

 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

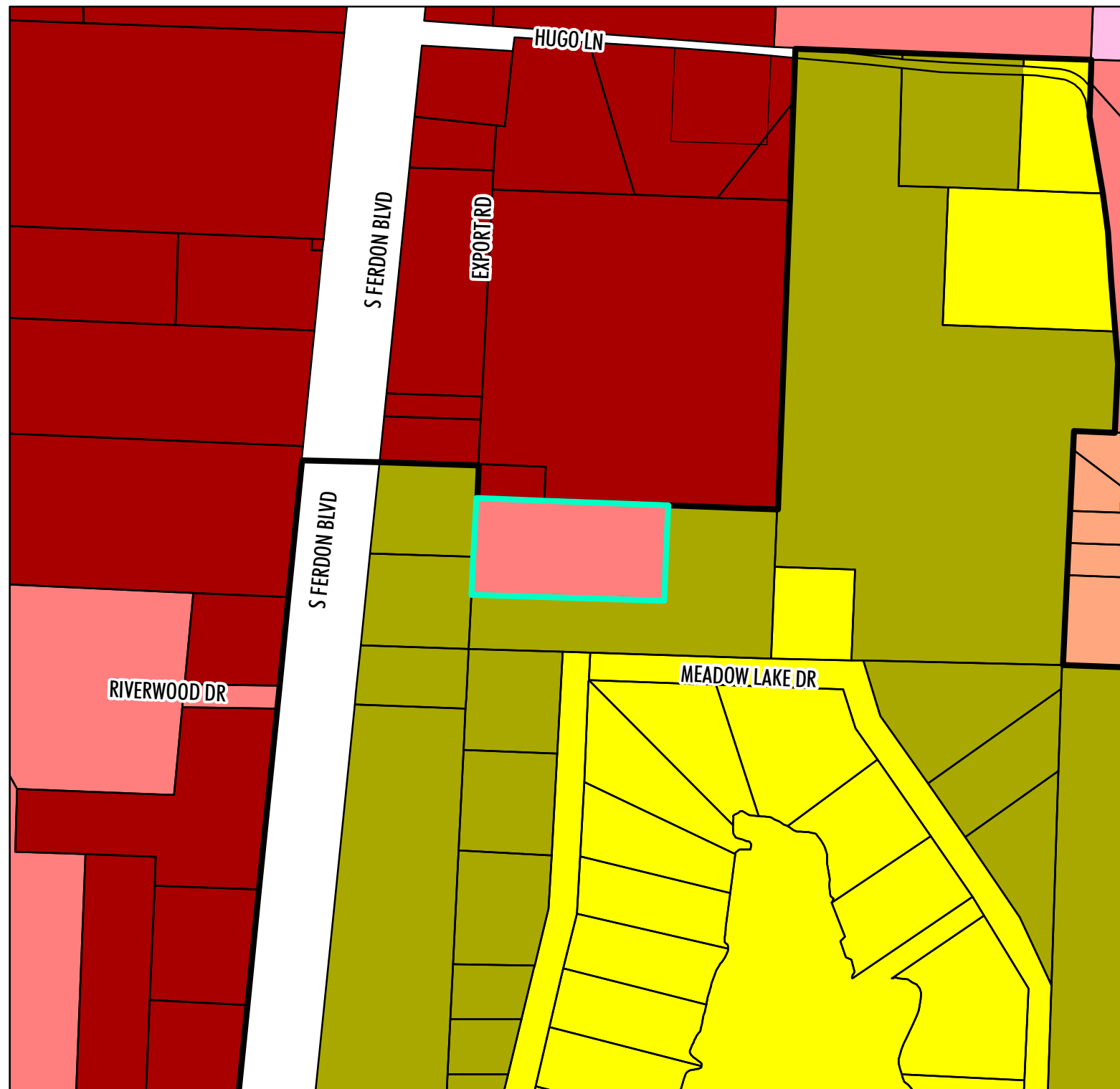
City Zoning

-  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

-  Residential - 1 (R-1)
-  Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1885 - Airport Road Annexation

BACKGROUND:

On June 13, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2906 Airport Road.

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

The Planning and Development Board recommended approval of the request on August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Trimcor LLC
3517 Retail Dr
Phenix City, AL 36869
Parcel ID: 04-3N-23-0000-0016-0000
Site Size: 9.62 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

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

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

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residential use or be developed for low intensity 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 July 7, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for 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 1885 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1885

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 9.62 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

PIN # 04-3N-23-0000-0016-0000 (Deed recorded in Book 3626, page 2828, dated June 7, 2022)

A Parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 3 North, Range 23 West, Okaloosa County, Florida and being more particularly described as follows.

Commencing at a PK nail marking the Northwest corner of the Northeast 1/4 of said Section 4; thence South 01 degrees 49 minutes 03 seconds East a distance of 34.87 feet to a 5/8 inch rebar #7237 and the South right of way of Airport Road and the Point of Beginning; thence along said South right of way South 87 degrees 52 minutes 56 seconds East a distance of 325.66 feet to a 1/2 inch rebar #8113; thence departing said South right of way South 01 degrees 54 minutes 45 seconds West a distance of 16.52 feet to a 1/2 inch rebar #8113; thence South 01 degrees 54 minutes 45 seconds West a distance of 150.07 feet to a 5/8 inch rebar (BENT); thence South 01 degrees 56 minutes 50 seconds West a distance of 1,120.53 feet to a 1/2 inch rebar #4419; thence North 87 degrees 52 minutes 10 seconds West a distance of 323.41 feet to a 1/2 inch rebar #8113; thence North 01 degrees 50 minutes 48 seconds East a distance of 690.08 feet to a 5/8 inch rebar #5024; thence North 01 degrees 50 minutes 18 seconds East a distance of 596.99 feet 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.

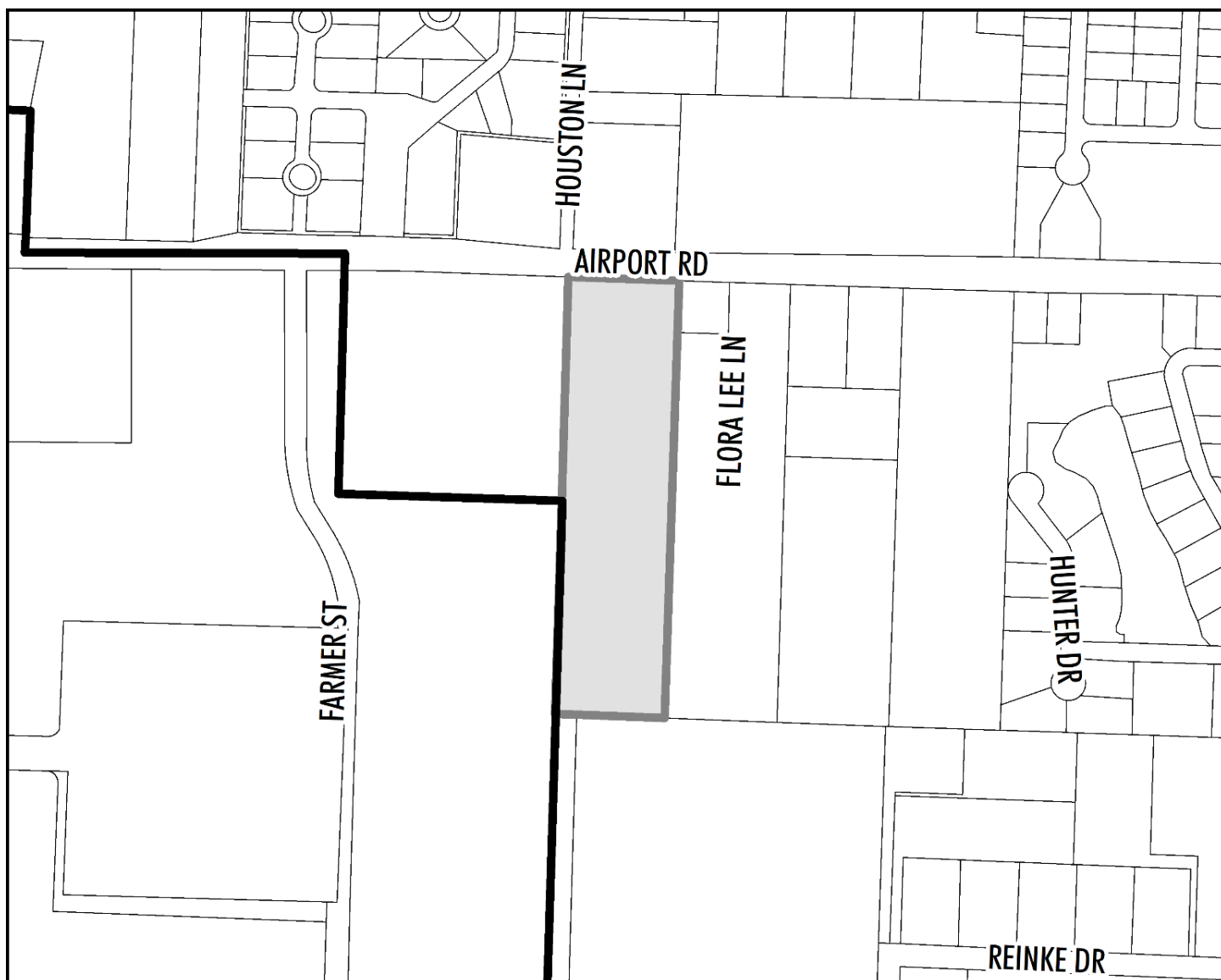
Passed and adopted on second reading by the City Council of Crestview, Florida on the 22nd day of August, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 22nd day of August, 2022.

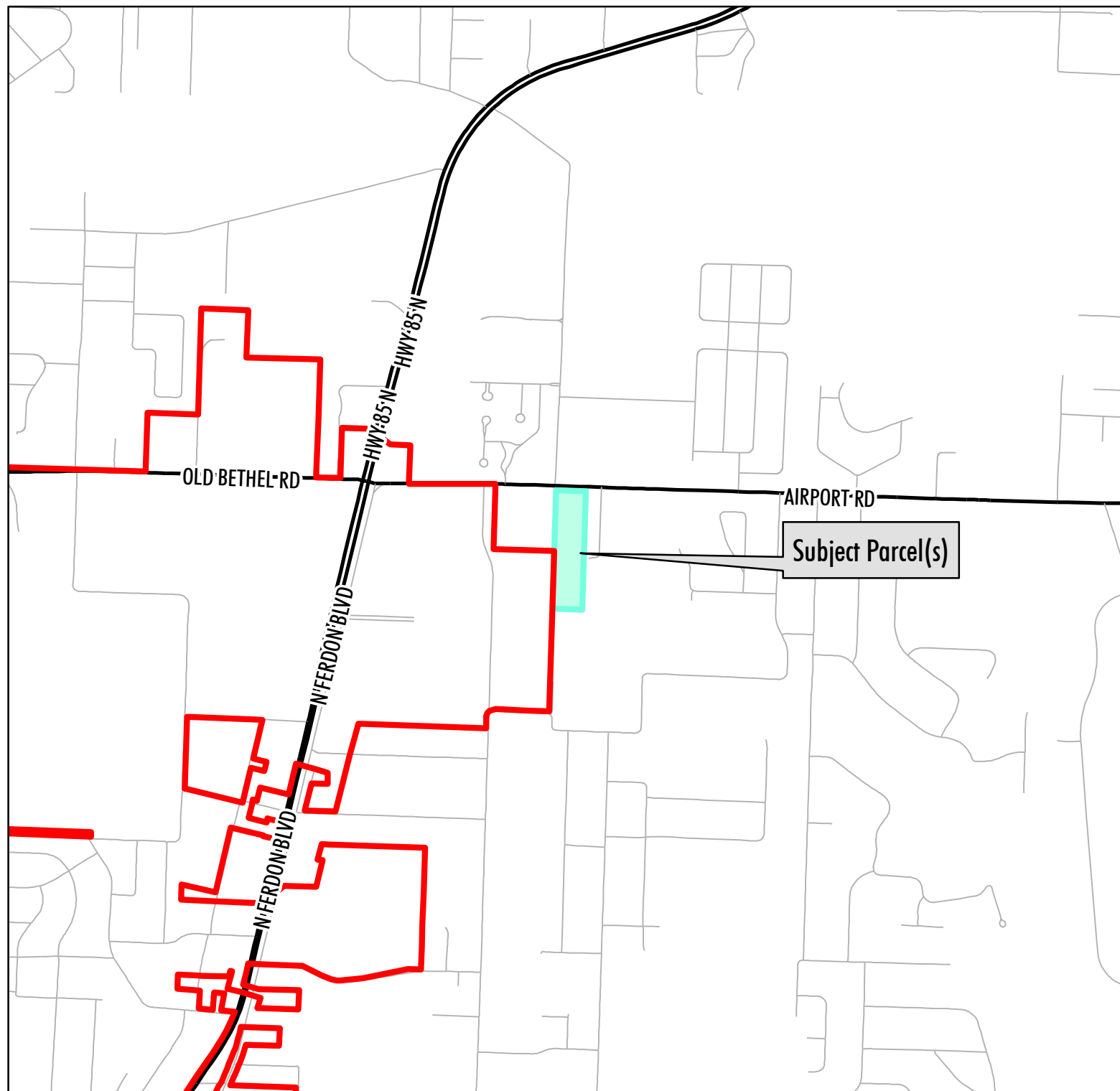
J. B. Whitten
Mayor



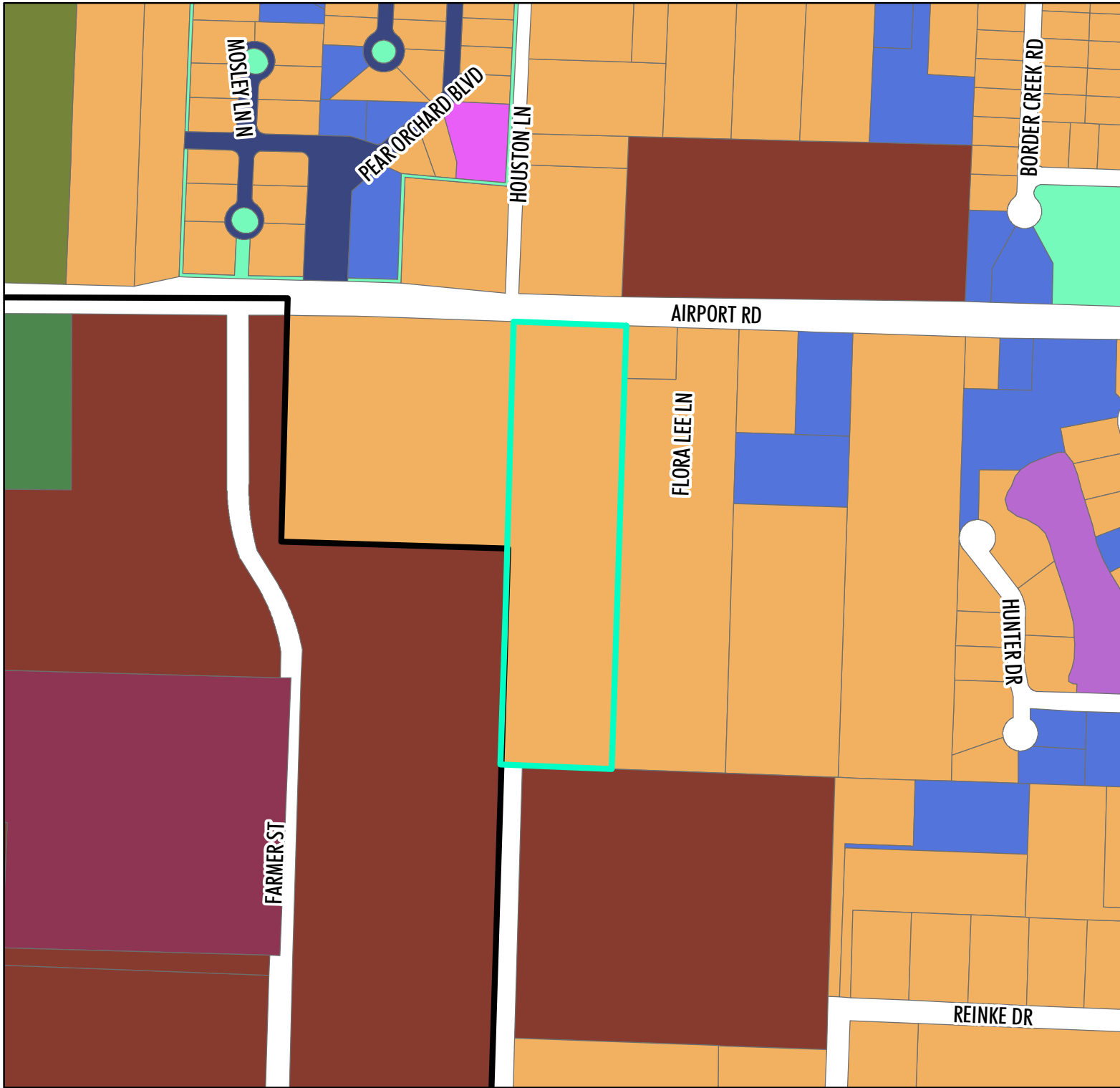
Vicinity Map



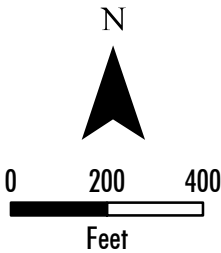
Not to Scale



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



Existing Use



Legend

Subject Parcel

City Limits

Existing Use

- Churches
- Holding Pond
- Municipal
- No AG Acre
- Res Common
- Rights-of-way
- Rivers and
- Single Family
- Supermarket
- Vacant

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

Current Future Land Use

N



0 200 400
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

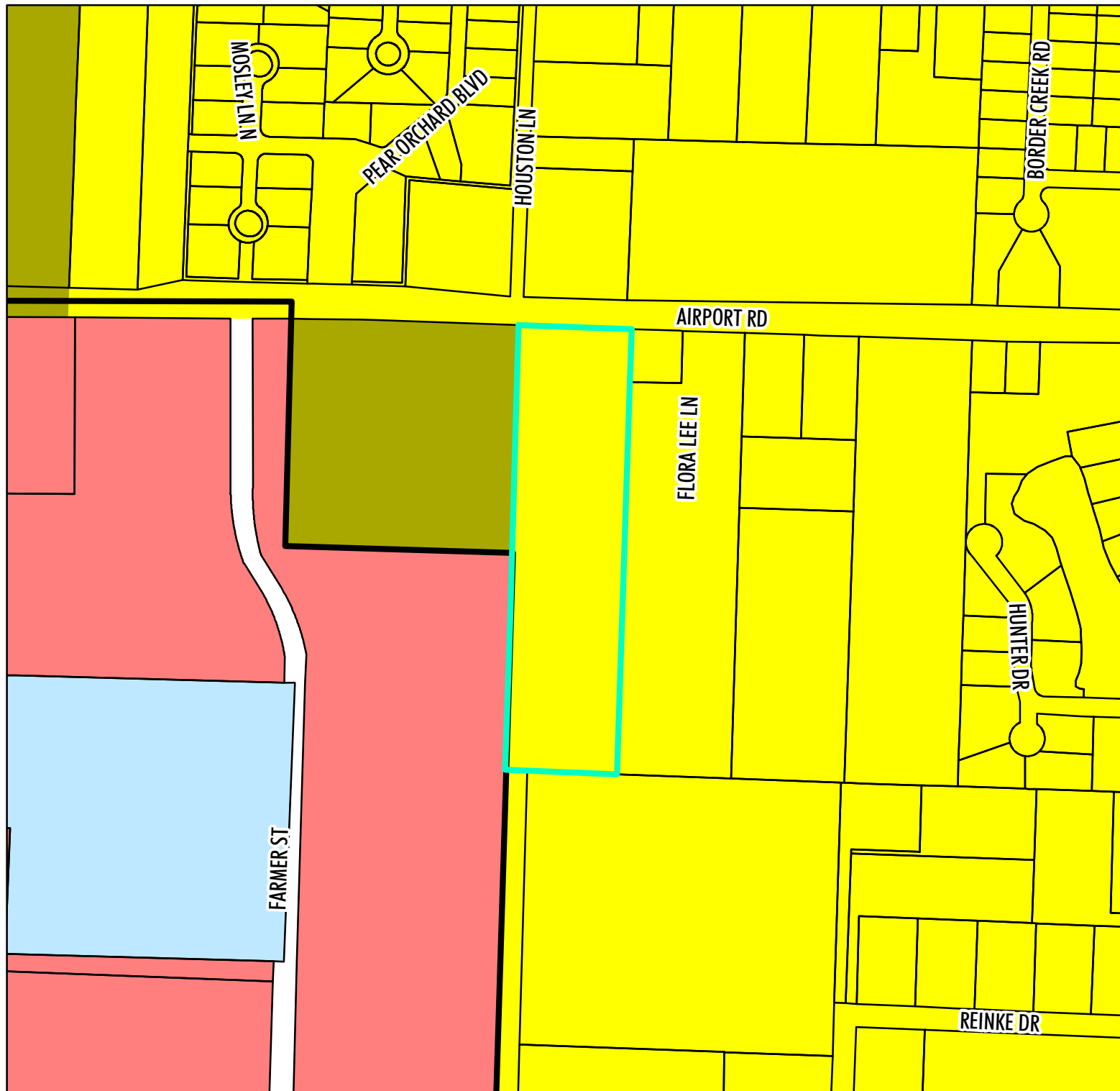
Public Lands (PL)

Residential (R)

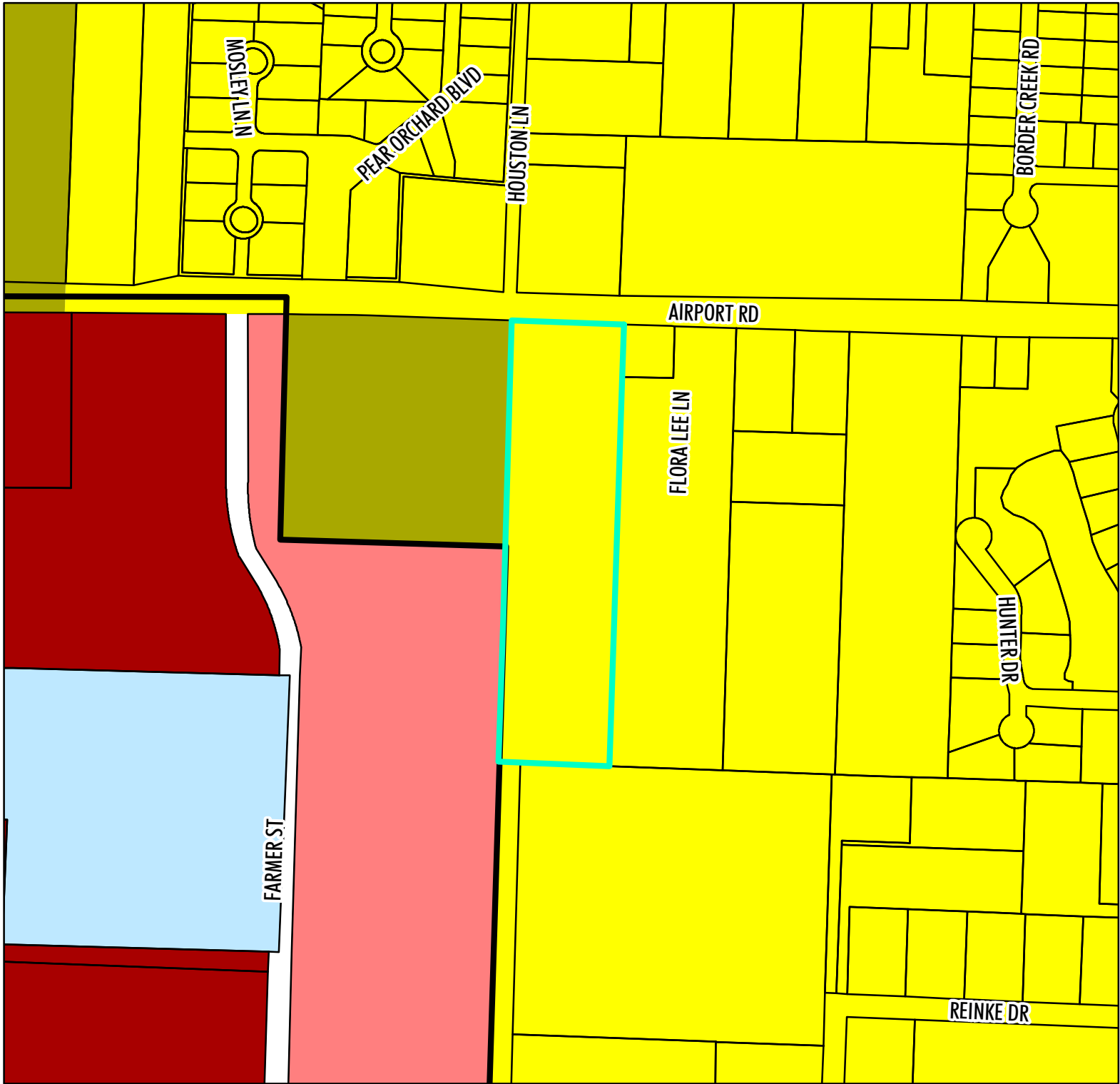
County Future Land Use

Low Density Residential (LDR)

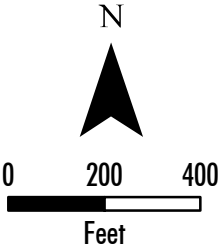
Mixed Use (MU)



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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

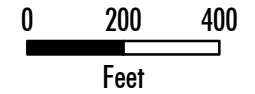
- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)

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

Proposed Future Land Use



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

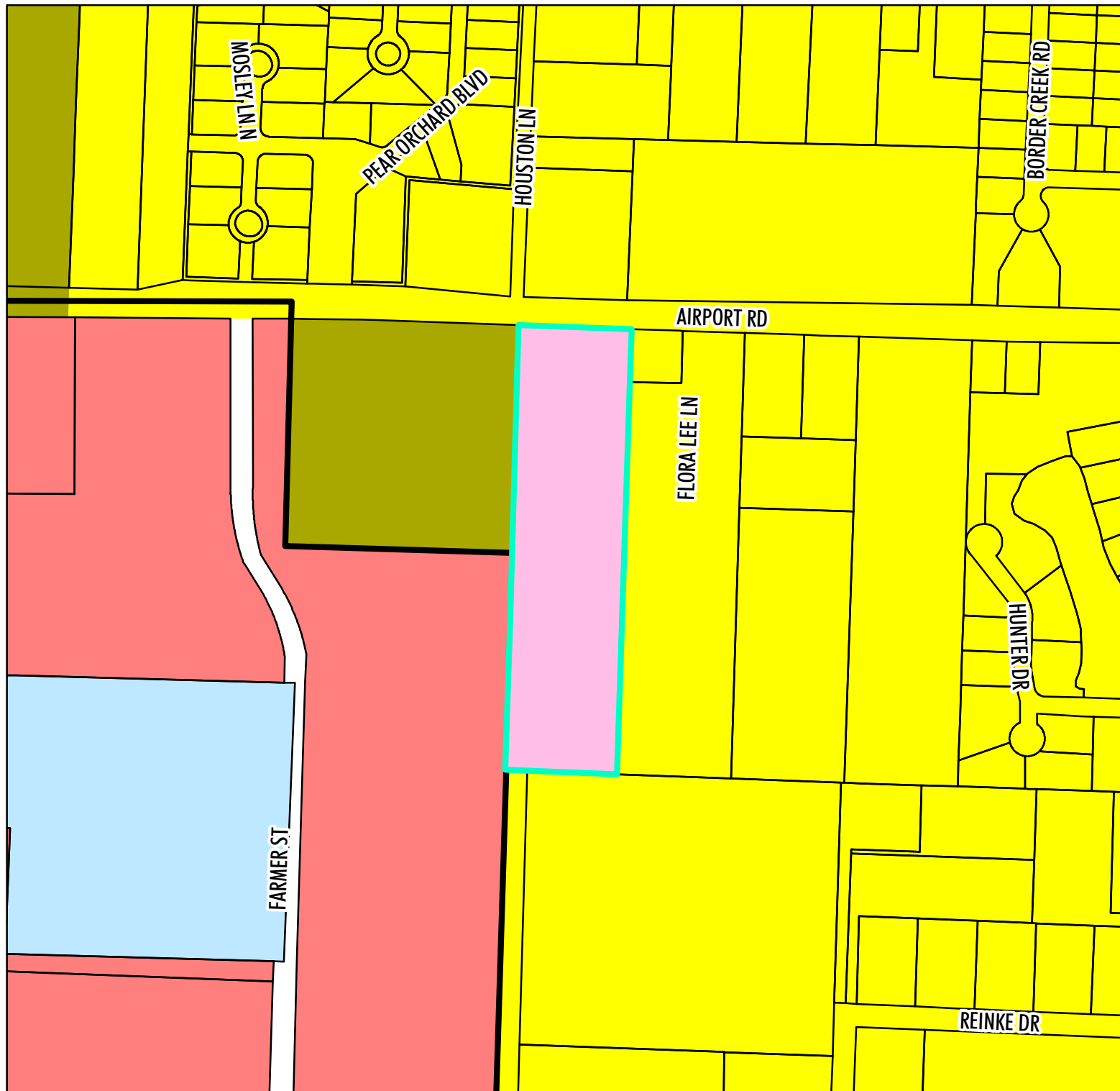
 Public Lands (PL)

 Residential (R)

County Future Land Use

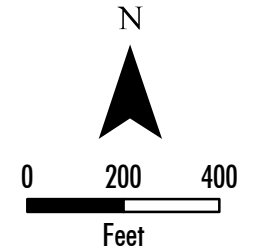
 Low Density Residential (LDR)

 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

Proposed Zoning



Legend

Subject Parcel

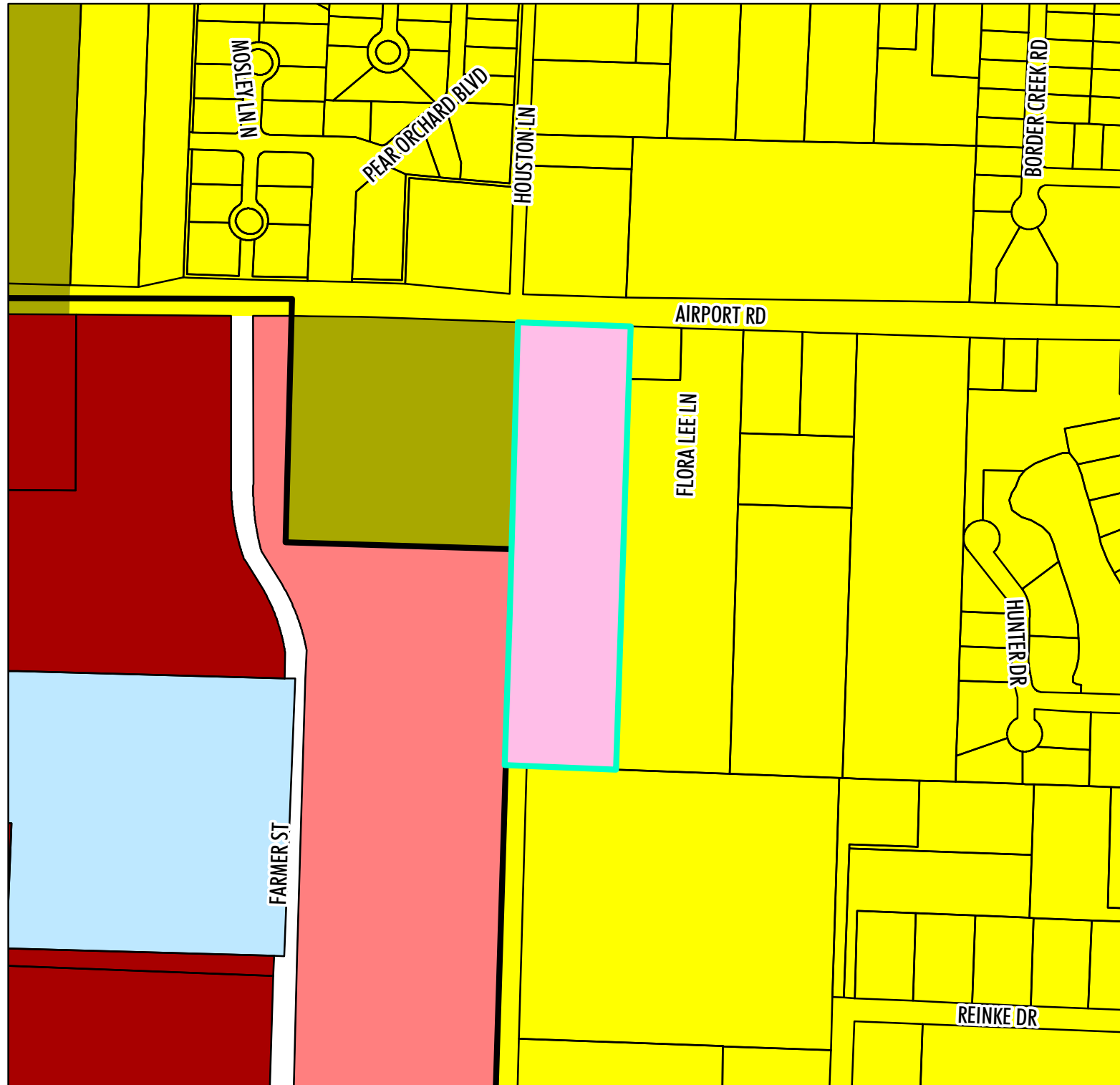
City Limits

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)
- 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: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1886 - Airport Road Comprehensive Plan Amendment

BACKGROUND:

On June 13, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2906 Airport Road.

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

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

The Planning and Development Board recommended approval of the request on August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Trimcor LLC
3517 Retail Dr
Phenix City, AL 36869
Parcel ID: 04-3N-23-0000-0016-0000
Site Size: 9.62 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

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

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

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residential use or be developed for low intensity 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 July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment 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 1886 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1886

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 MIXED USE (MU) ON APPROXIMATELY 9.62 ACRES, MORE OR LESS, IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Low Density Residential to Mixed Use (MU) on a parcel of land containing 9.62 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 9.62 acres of land, more or less, from Okaloosa County Low Density Residential to Mixed Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 9.62 acres, more or less, is known as Parcel 04-3N-23-0000-0016-0000 and commonly described as:

A Parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 3 North, Range 23 West, Okaloosa County, Florida and being more particularly described as follows.

Commencing at a PK nail marking the Northwest corner of the Northeast 1/4 of said Section 4; thence South 01 degrees 49 minutes 03 seconds East a distance of 34.87 feet to a 5/8 inch rebar #7237 and the South right of way of Airport Road and the Point of Beginning; thence along said South right of way South 87 degrees 52 minutes 56 seconds East a distance of 325.66 feet to a 1/2 inch rebar #8113; thence departing said South right of way South 01 degrees 54 minutes 45 seconds

West a distance of 16.52 feet to a 1/2 inch rebar #8113; thence South 01 degrees 54 minutes 45 seconds West a distance of 150.07 feet to a 5/8 inch rebar (BENT); thence South 01 degrees 56 minutes 50 seconds West a distance of 1,120.53 feet to a 1/2 inch rebar #4419; thence North 87 degrees 52 minutes 10 seconds West a distance of 323.41 feet to a 1/2 inch rebar #8113; thence North 01 degrees 50 minutes 48 seconds East a distance of 690.08 feet to a 5/8 inch rebar #5024; thence North 01 degrees 50 minutes 18 seconds East a distance of 596.99 feet to the Point of Beginning.

The Mixed Use (MU) Future Land Use Category is hereby imposed on Parcel 04-3N-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 04-3N-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 22nd day of August, 2022.

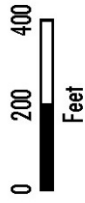
ATTEST:

Maryanne Schrader
City Clerk

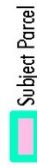
Approved by me this 22nd day of August, 2022.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend



Subject Parcel



City Limits

City Future Land Use



Commercial (C)



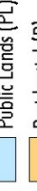
Industrial (IN)



Mixed Use (MU)



Conservation (CON)

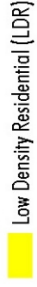


Public Lands (PL)



Residential (R)

County Future Land Use

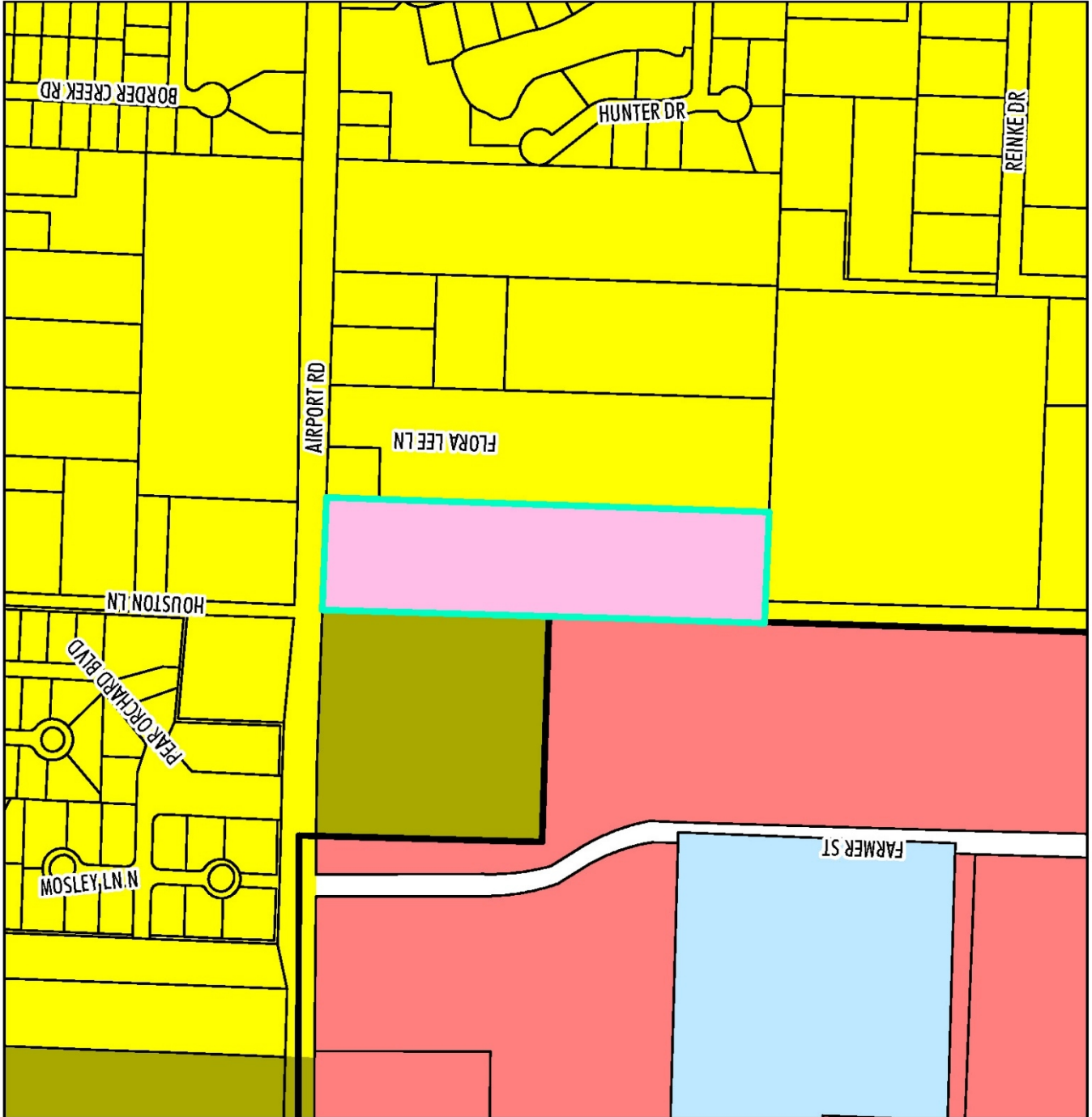


Low Density Residential (LDR)



Mixed Use (MU)

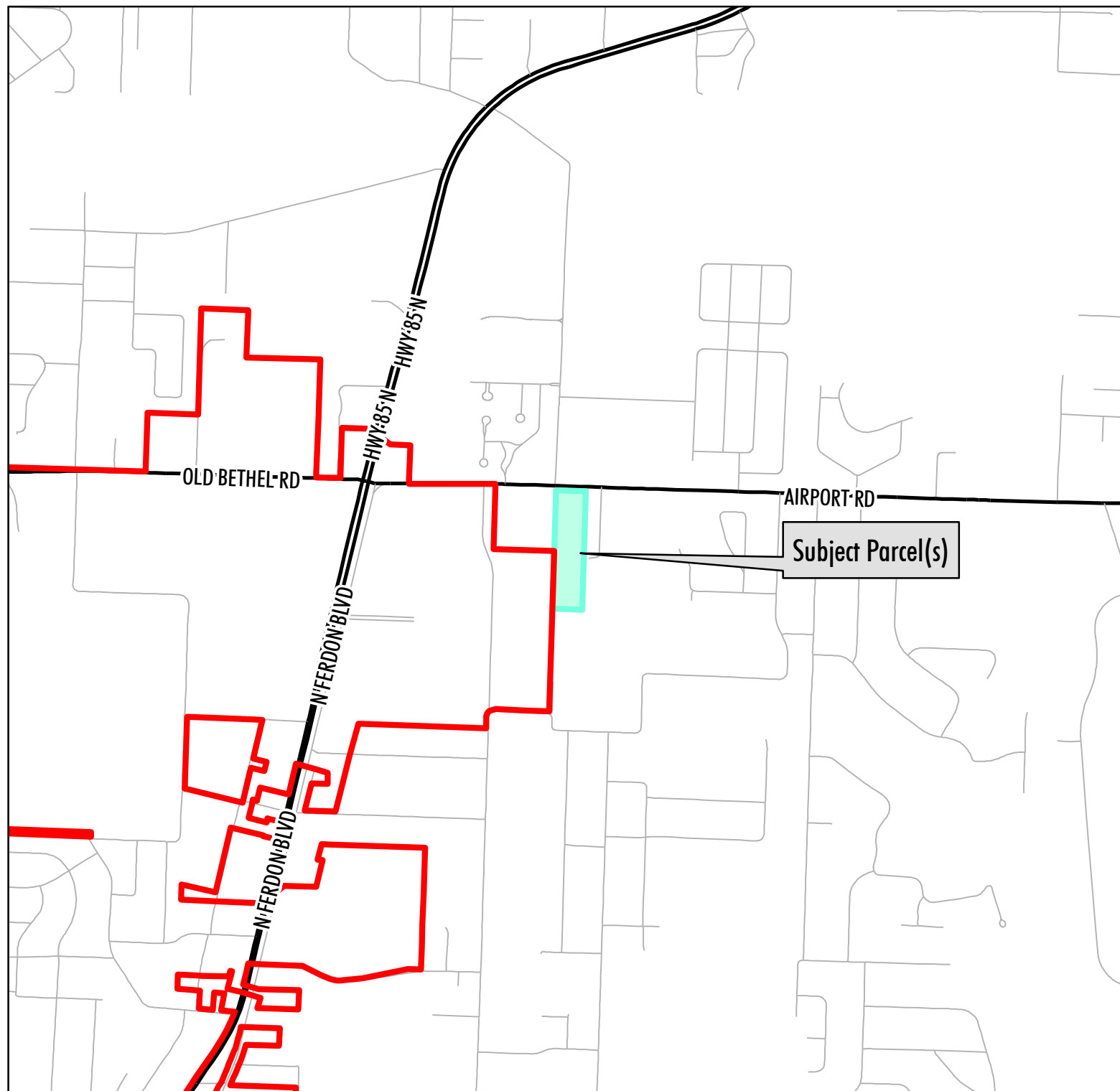
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



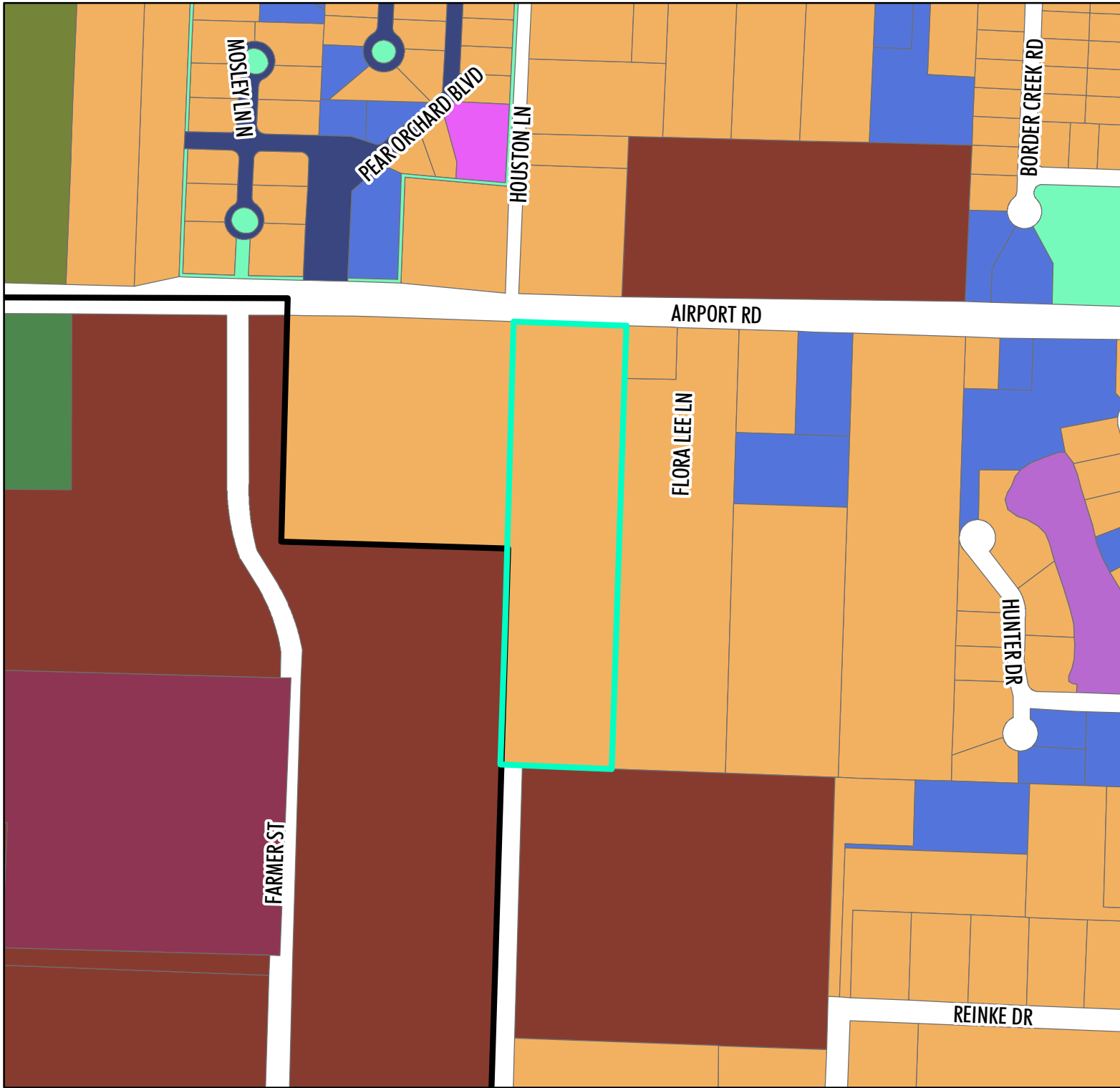
Vicinity Map



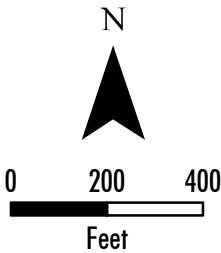
Not to Scale



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U.S. SURVEY FEET



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use**
- Churches
- Holding Pond
- Municipal
- No AG Acre
- Res Common
- Rights-of-way
- Rivers and
- Single Family
- Supermarket
- Vacant

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 NAD 1983 STATE PLANE, NORTH ZONE
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Current Future Land Use

N



0 200 400
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

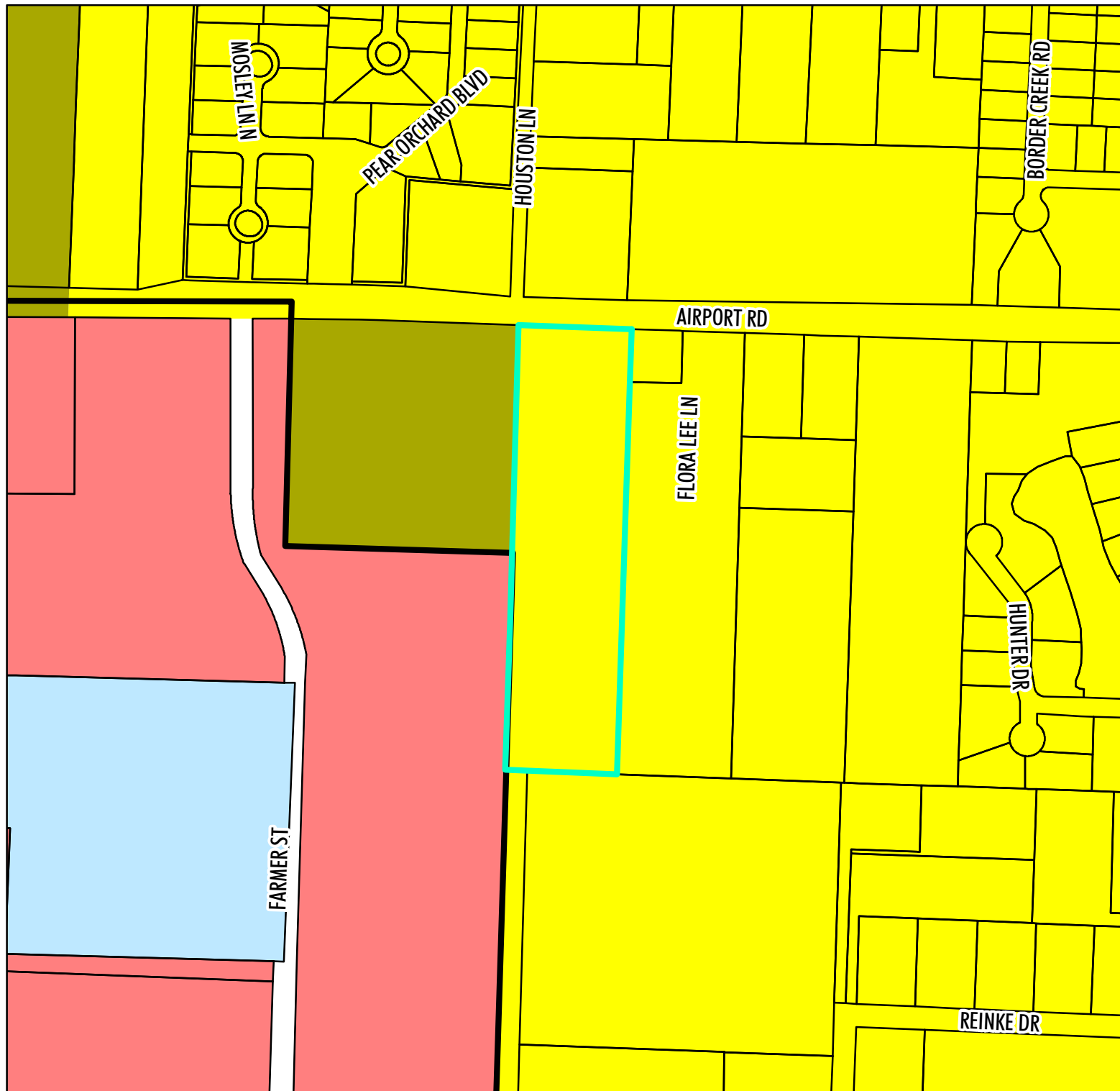
 Public Lands (PL)

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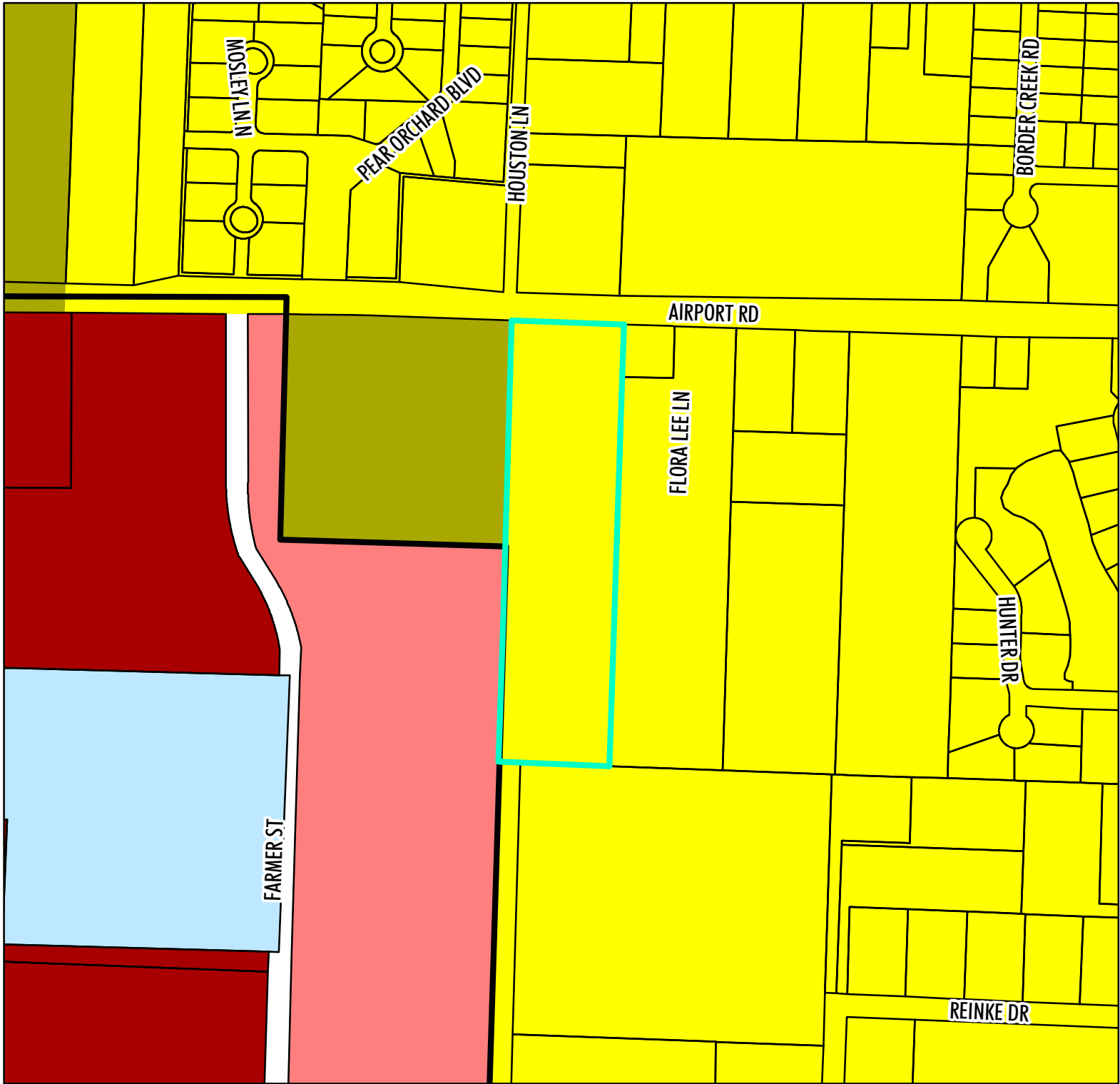
County Future Land Use

 Low Density Residential (LDR)

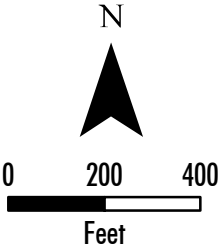
 Mixed Use (MU)



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



Current Zoning



Legend

- Subject Parcel
- City Limits

City Zoning

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

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)

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

Proposed Future Land Use



0 200 400
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

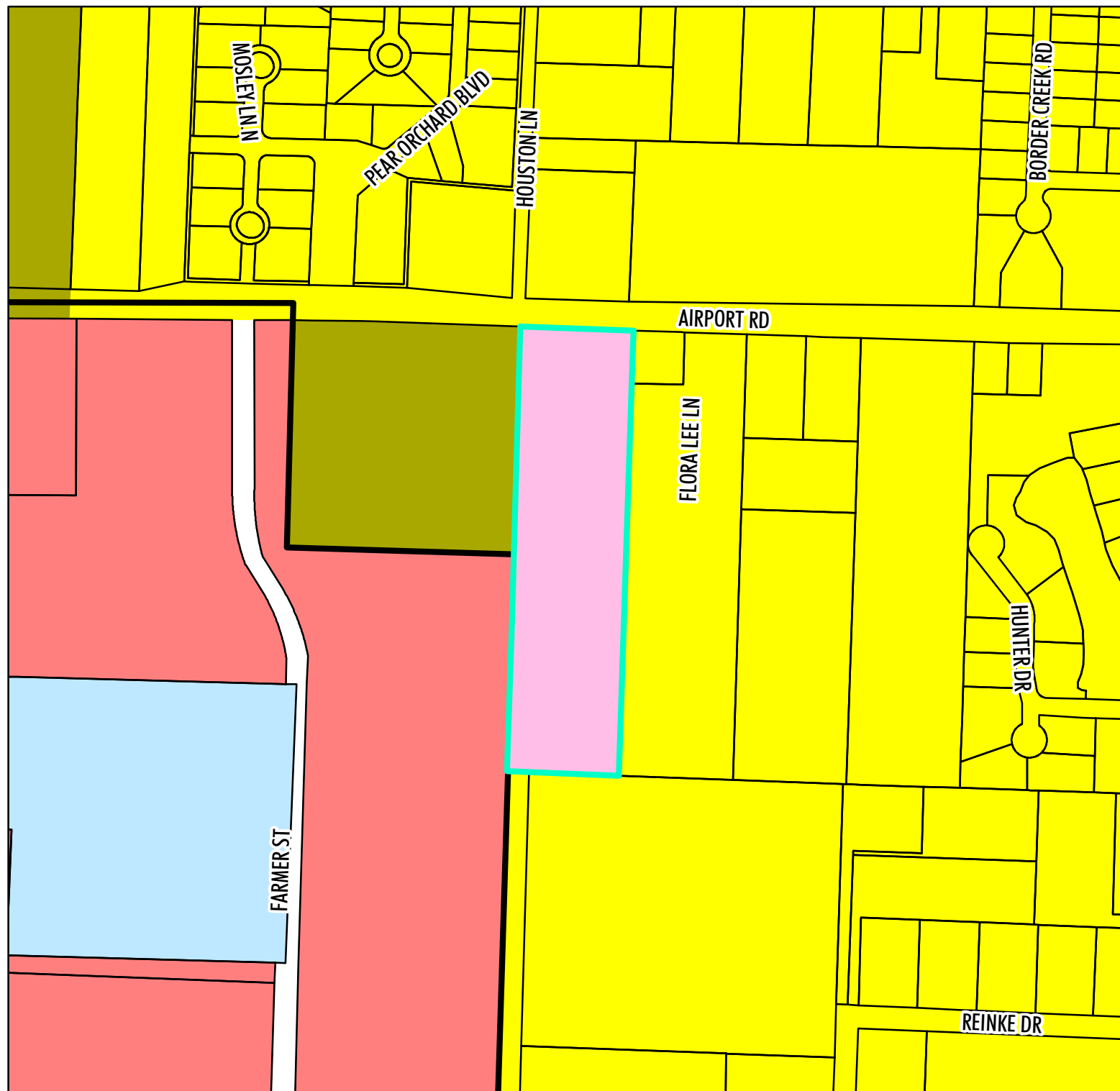
 Public Lands (PL)

 Residential (R)

County Future Land Use

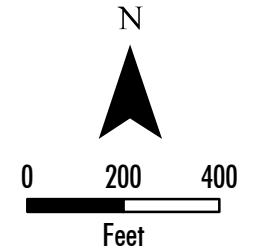
 Low Density Residential (LDR)

 Mixed Use (MU)



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Proposed Zoning



Legend

Subject Parcel

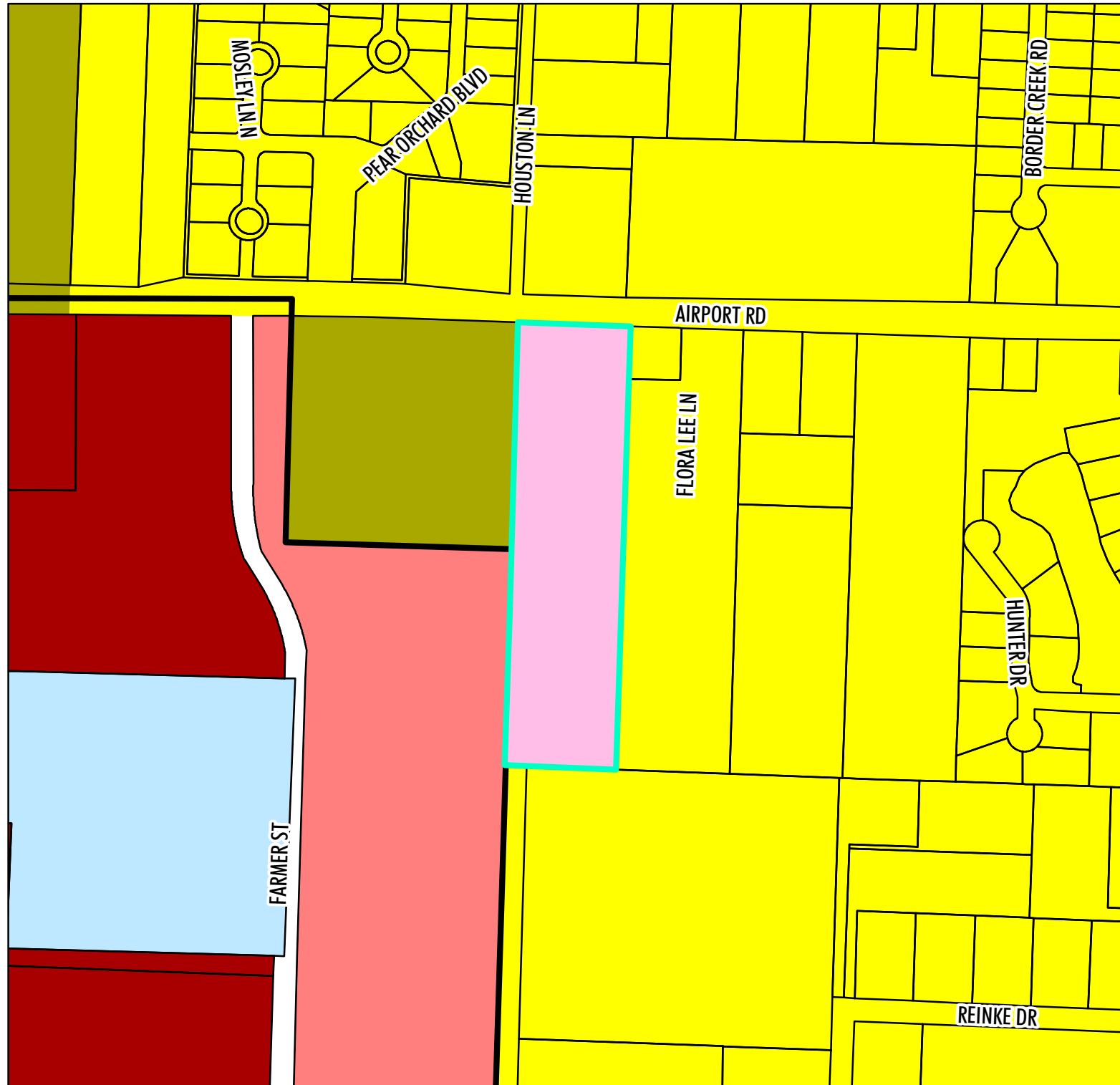
City Limits

City Zoning

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County Zoning

- Residential - 1 (R-1)
- 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: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1887 - Airport Road Rezoning

BACKGROUND:

On June 13, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2906 Airport Road.

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

The application requests the Mixed Use zoning designation for the property.

The Planning and Development Board recommended approval of the request on August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Trimcor LLC
3517 Retail Dr
Phenix City, AL 36869
Parcel ID: 04-3N-23-0000-0016-0000
Site Size: 9.62 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

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

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

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residential use or be developed for low intensity 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 July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the 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 1887 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1887

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 9.62 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY RESIDENTIAL-1 ZONING DISTRICT TO THE MIXED USE (MU) 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 9.62 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 9.62 acres, more or less, being formerly zoned Okaloosa County Residential-1 with the Mixed Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1886, is hereby rezoned to Mixed Use (MU) to wit:

PIN # 04-3N-23-0000-0016-0000

A Parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 3 North, Range 23 West, Okaloosa County, Florida and being more particularly described as follows.

Commencing at a PK nail marking the Northwest corner of the Northeast 1/4 of said Section 4; thence South 01 degrees 49 minutes 03 seconds East a distance of 34.87 feet to a 5/8 inch rebar #7237 and the South right of way of Airport Road and the Point of Beginning; thence along said South right of way South 87 degrees 52 minutes 56 seconds East a distance of 325.66 feet to a 1/2 inch rebar #8113; thence departing said South right of way South 01 degrees 54 minutes 45 seconds West a distance of 16.52 feet to a 1/2 inch rebar #8113; thence South 01 degrees 54 minutes 45 seconds West a distance of 150.07 feet to a 5/8 inch rebar (BENT); thence South 01 degrees 56 minutes 50 seconds West a distance of 1,120.53 feet to a 1/2 inch rebar #4419; thence North 87 degrees 52 minutes 10 seconds West a distance of 323.41 feet to a 1/2 inch rebar #8113; thence North 01 degrees 50 minutes 48 seconds East a distance of 690.08 feet to a 5/8 inch rebar #5024; thence North 01 degrees 50 minutes 18 seconds East a distance of 596.99 feet to the Point of Beginning.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1886 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 22nd day of August, 2022.

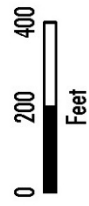
ATTEST:

Maryanne Schrader
City Clerk

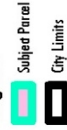
Approved by me this 22nd day of August, 2022.

J. B. Whitten
Mayor

Adopted Zoning



Legend

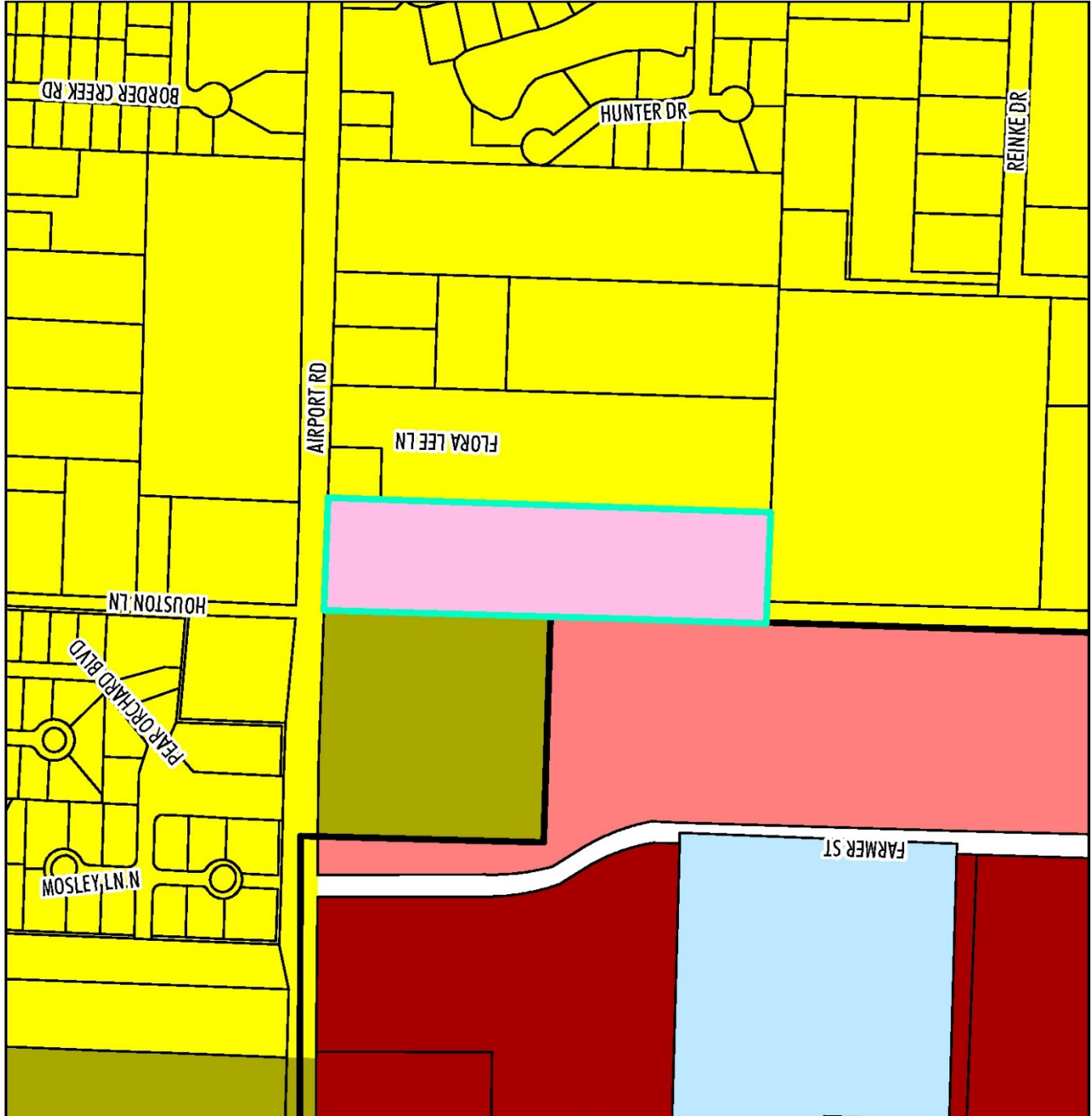


City Zoning

- 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 (I)
- Public Lands (P)
- Conservation (E)

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)

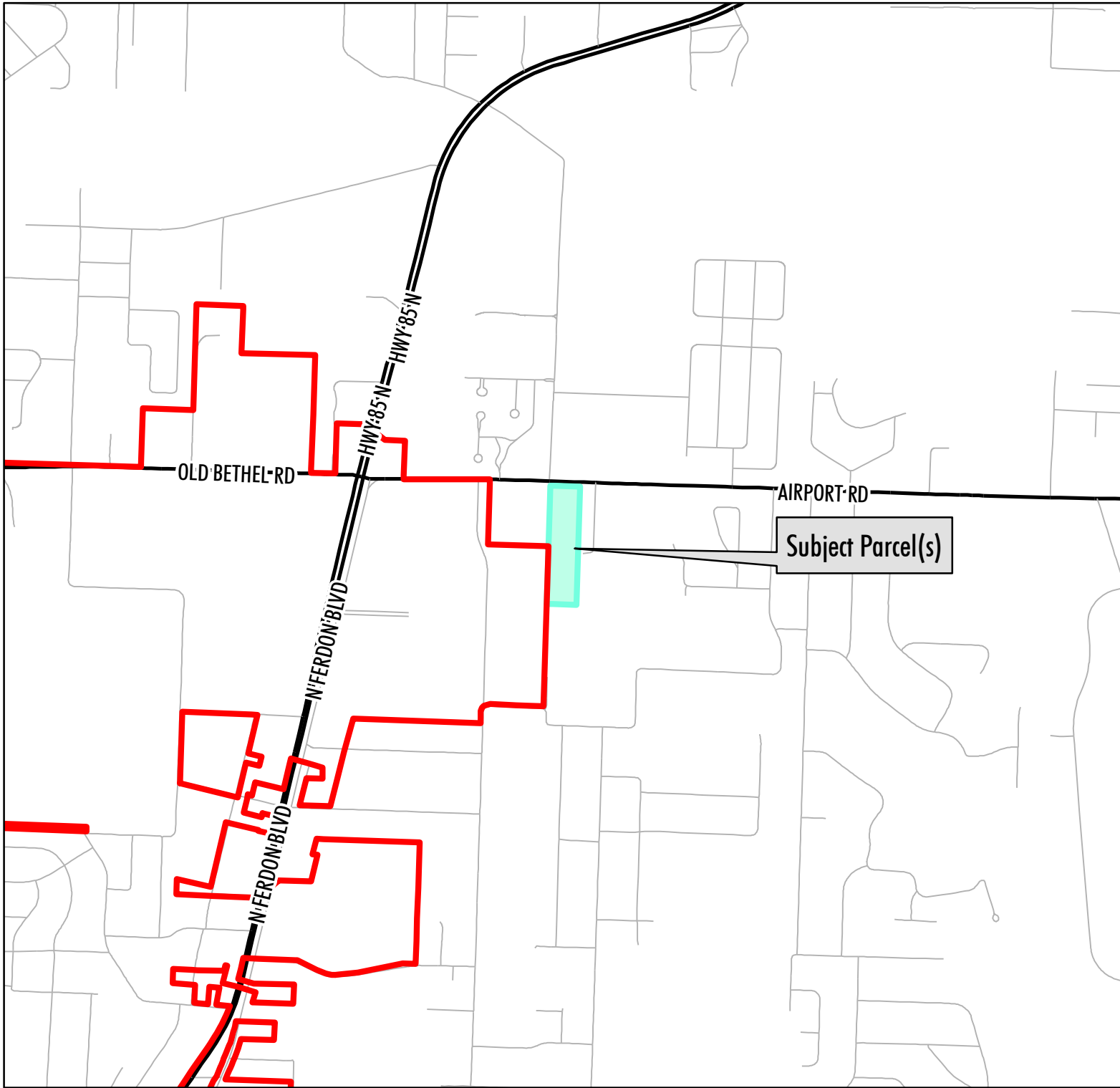


PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

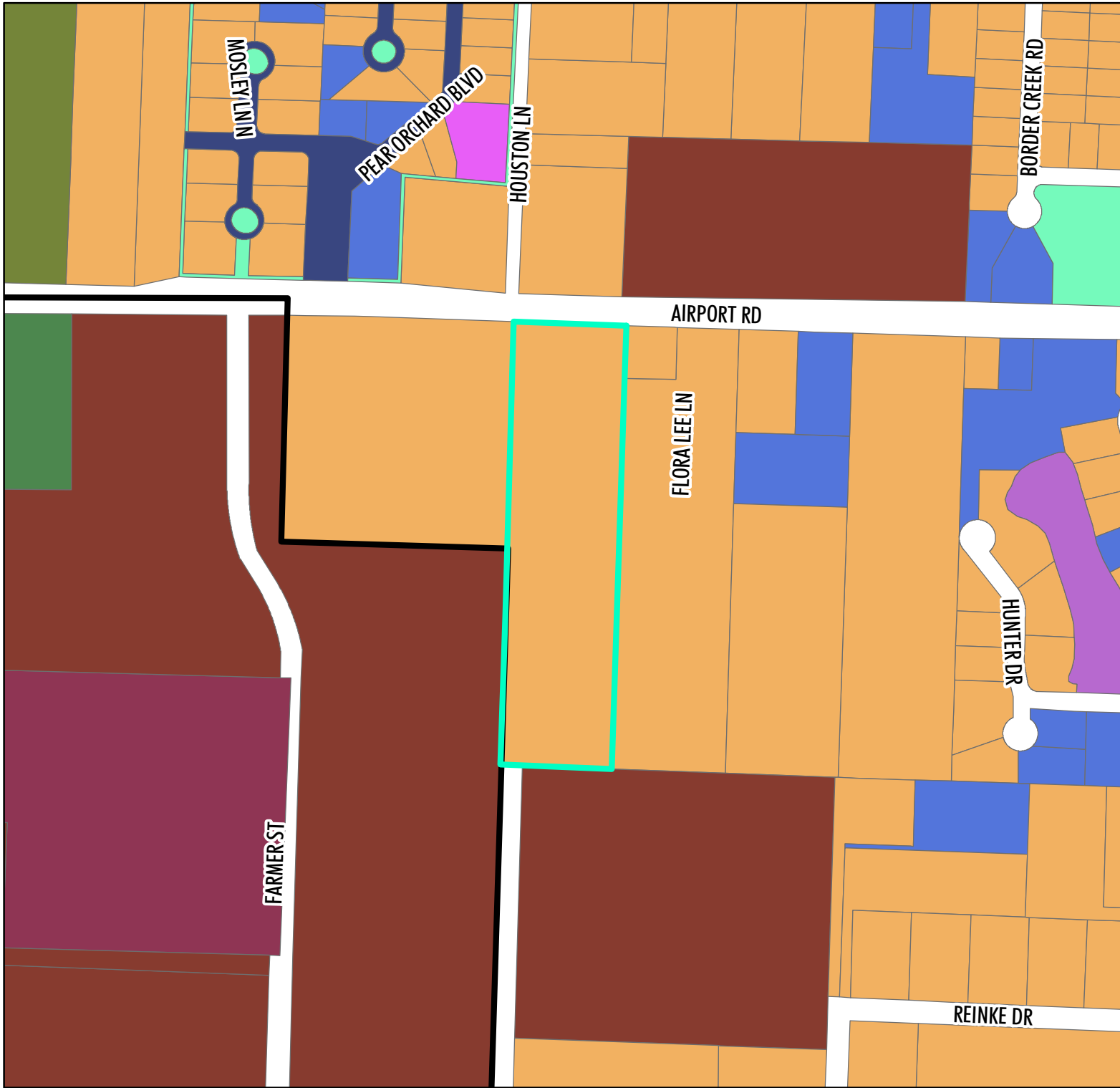
Vicinity Map



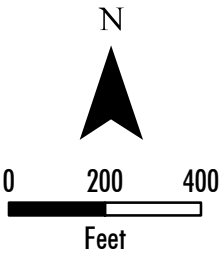
Not to Scale



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



Existing Use



Legend

- Subject Parcel
 - City Limits
- Existing Use**
- Churches
 - Holding Pond
 - Municipal
 - No AG Acre
 - Res Common
 - Rights-of-way
 - Rivers and
 - Single Family
 - Supermarket
 - Vacant

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

Current Future Land Use

N



0 200 400
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

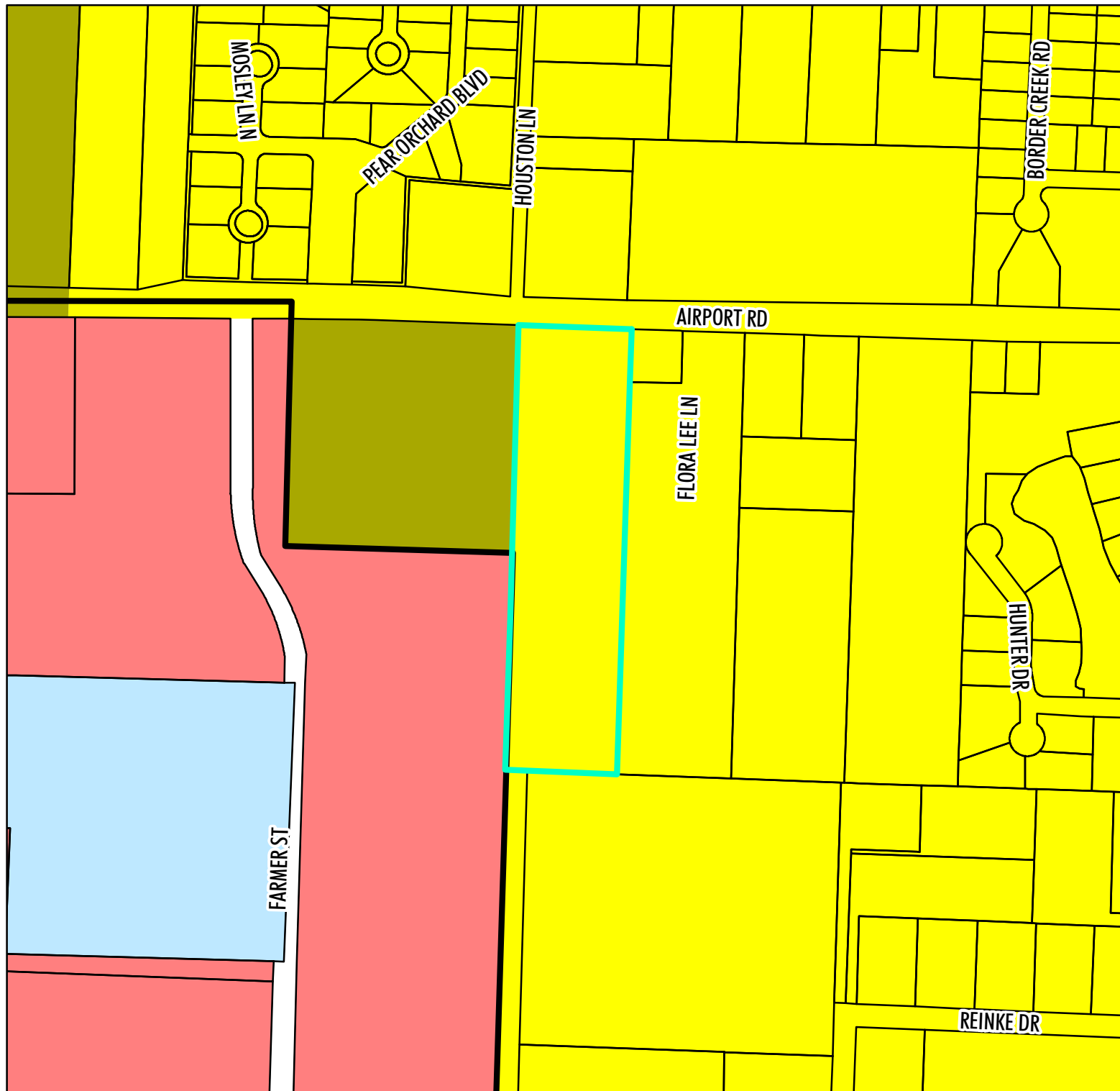
 Public Lands (PL)

 Residential (R)

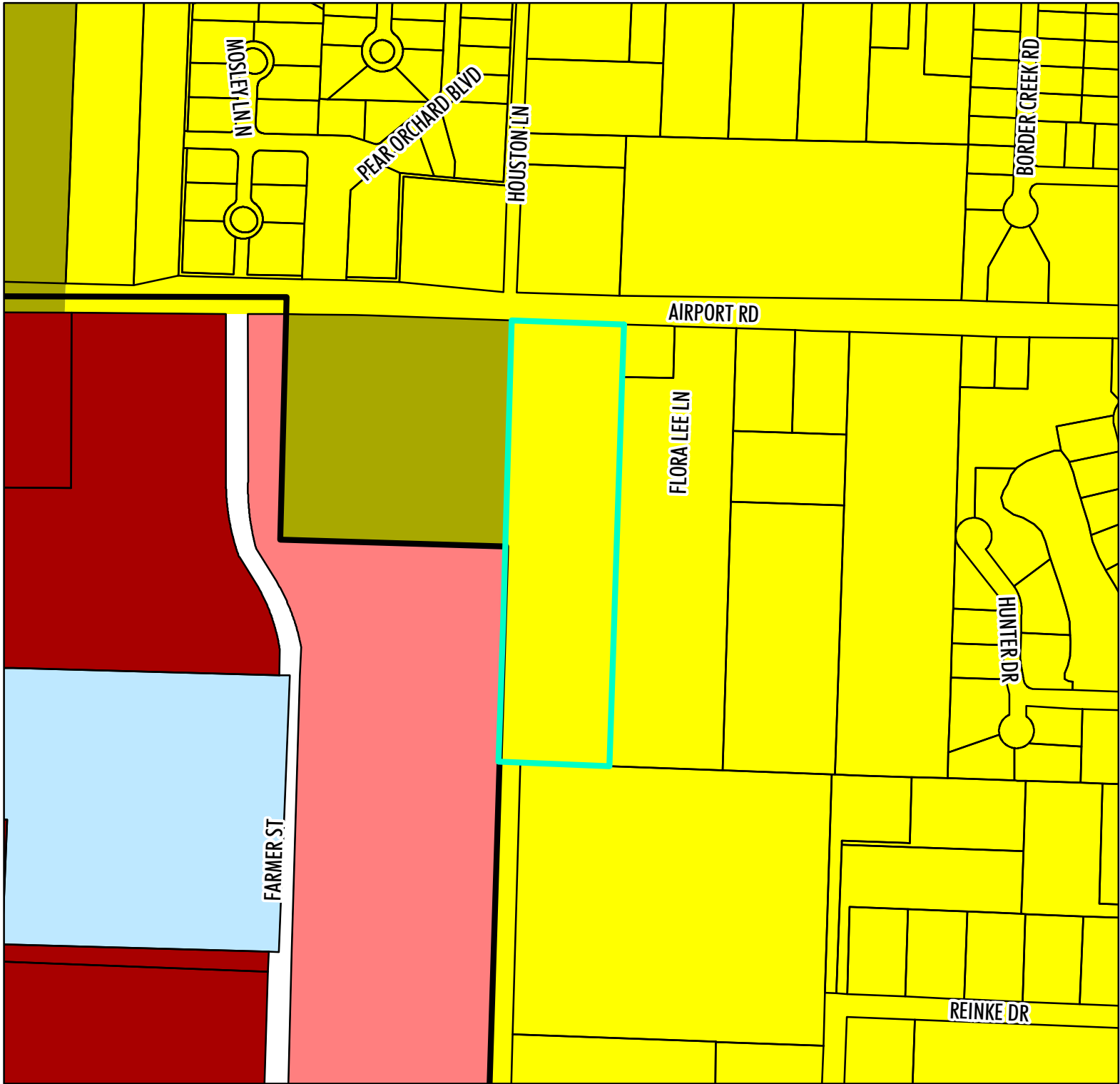
County Future Land Use

 Low Density Residential (LDR)

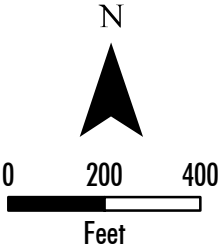
 Mixed Use (MU)



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



Current Zoning



Legend

- Subject Parcel
- City Limits

City Zoning

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

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)

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

Proposed Future Land Use



0 200 400
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

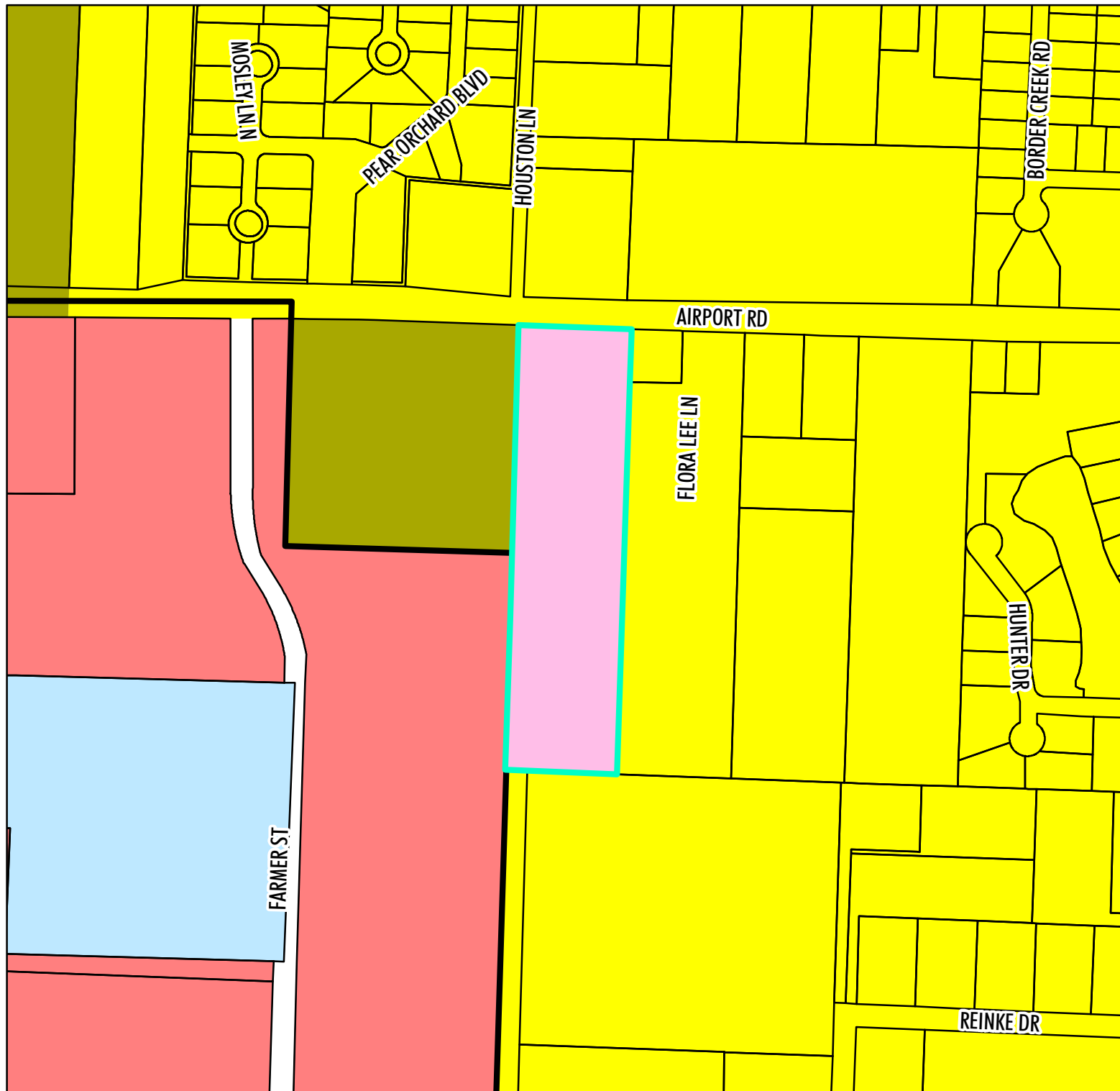
 Public Lands (PL)

 Residential (R)

County Future Land Use

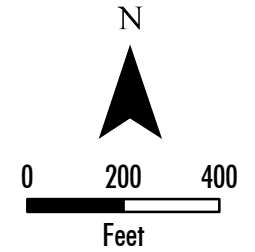
 Low Density Residential (LDR)

 Mixed Use (MU)



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

Proposed Zoning



Legend

Subject Parcel

City Limits

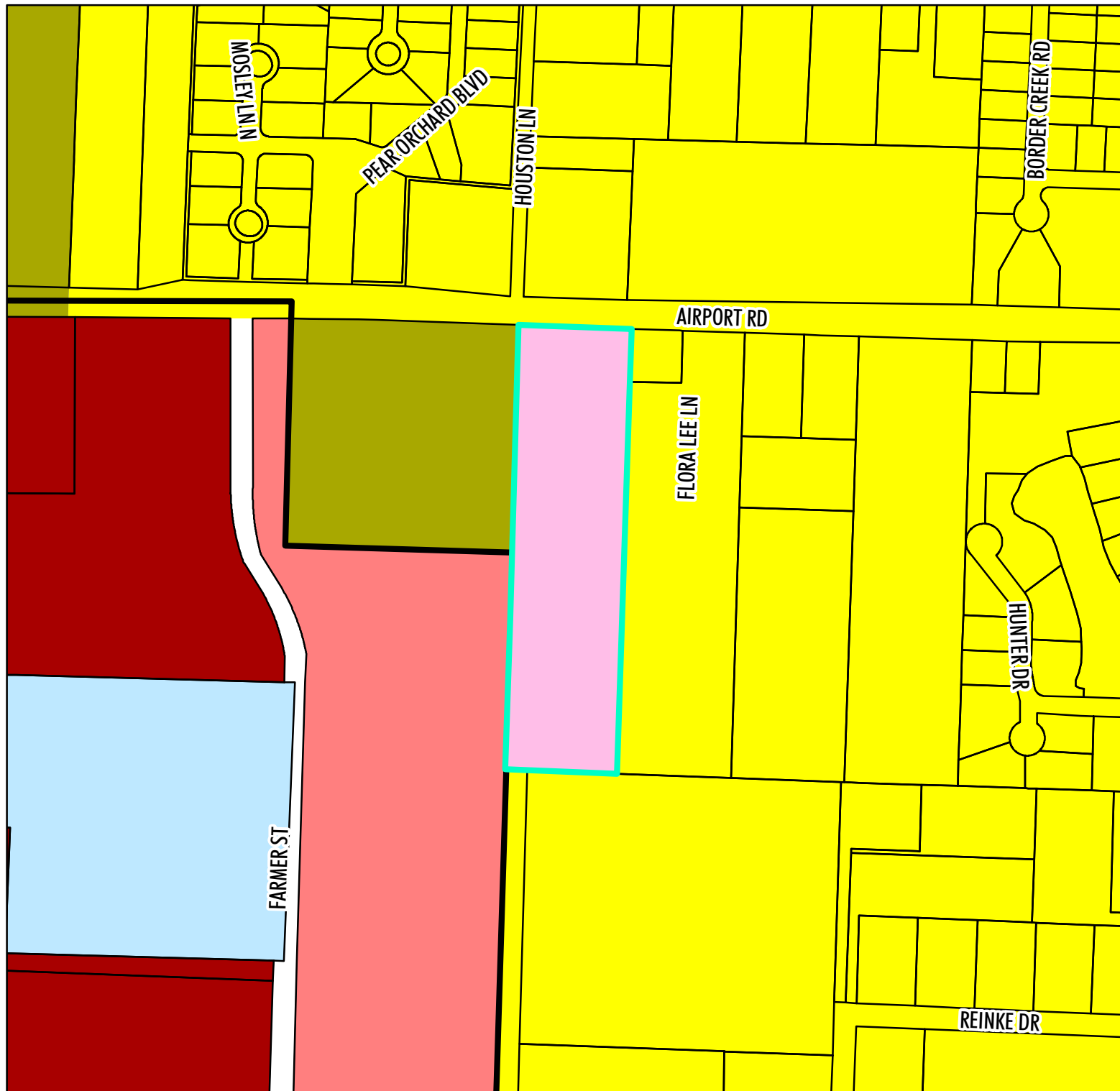
City Zoning

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

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1888 - Brookmeade Drive Annexation

BACKGROUND:

On May 18, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Brookmeade Drive.

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 August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Wicker Roy
8124 Jordan Rd
Baker, FL 325317271
Parcel ID: 20-3N-23-0000-0136-0020
Site Size: 0.48 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	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Vacant
South	Commercial (C)	Commercial High-Intensity District (C-2)	Residential
West	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial

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

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

- The property is contiguous to the city limits;
- The property is comprised of 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 July 7, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for 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 1888 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1888

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 0.48 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 20, 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 # 20-3N-23-0000-0136-0020 (Deed recorded in Book 2156, page 9, dated June 8, 1998)

The South 1/2 of the following described property:

Beginning at the NE corner of the SE 1/4 of the SE 1/4 of S20, T3N, R23W, thence on East boundary of said forty run South 498 ft. to the Point of Beginning of land herein conveyed; thence at right angle run West 250 ft.; thence at right angle run South 168 ft.; thence at right angle run East 250 ft. to said East boundary of said forty; thence North of said East boundary of said forty acres, run 168 ft. 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.

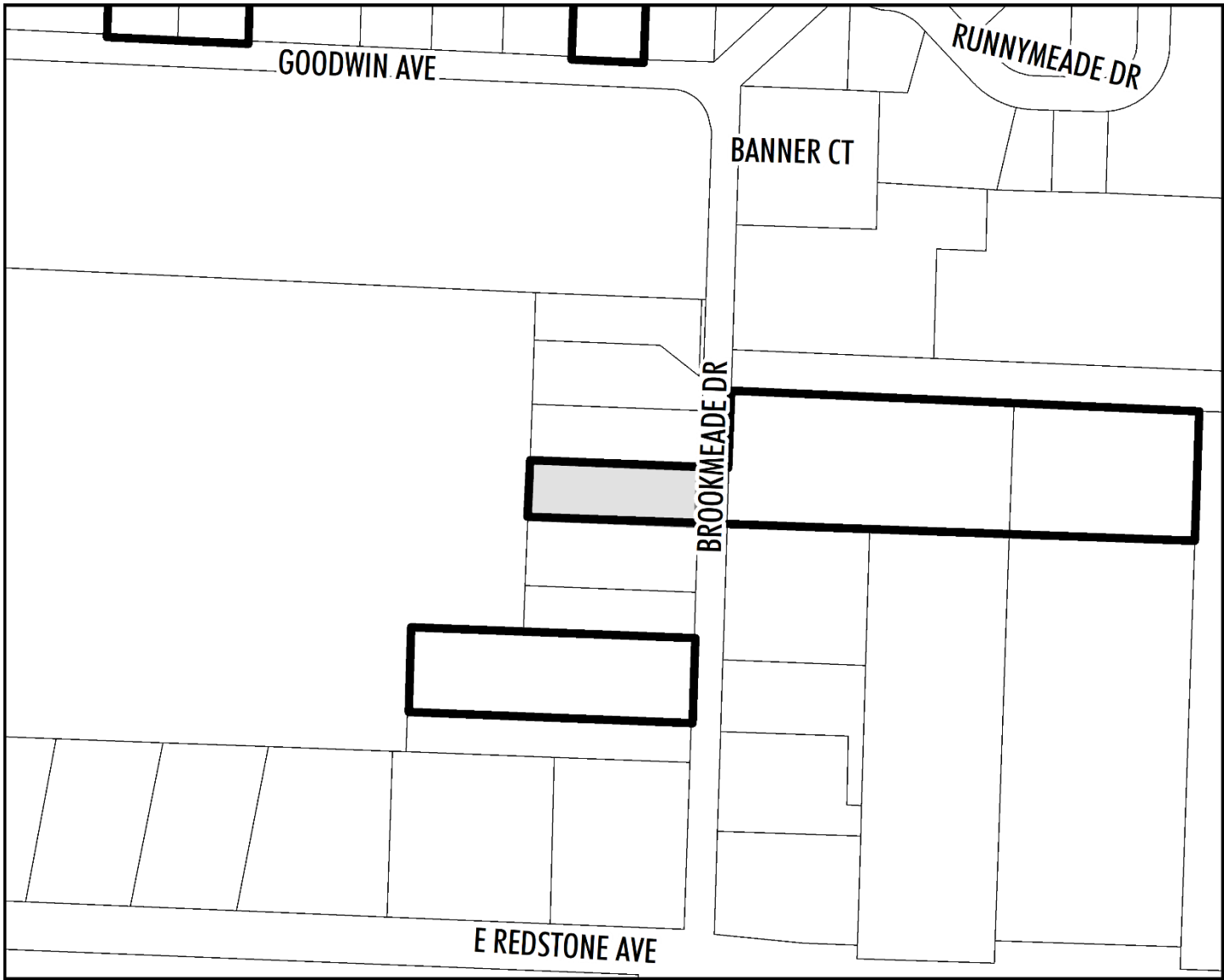
Passed and adopted on second reading by the City Council of Crestview, Florida on the 22nd day of August, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 22nd day of August, 2022.

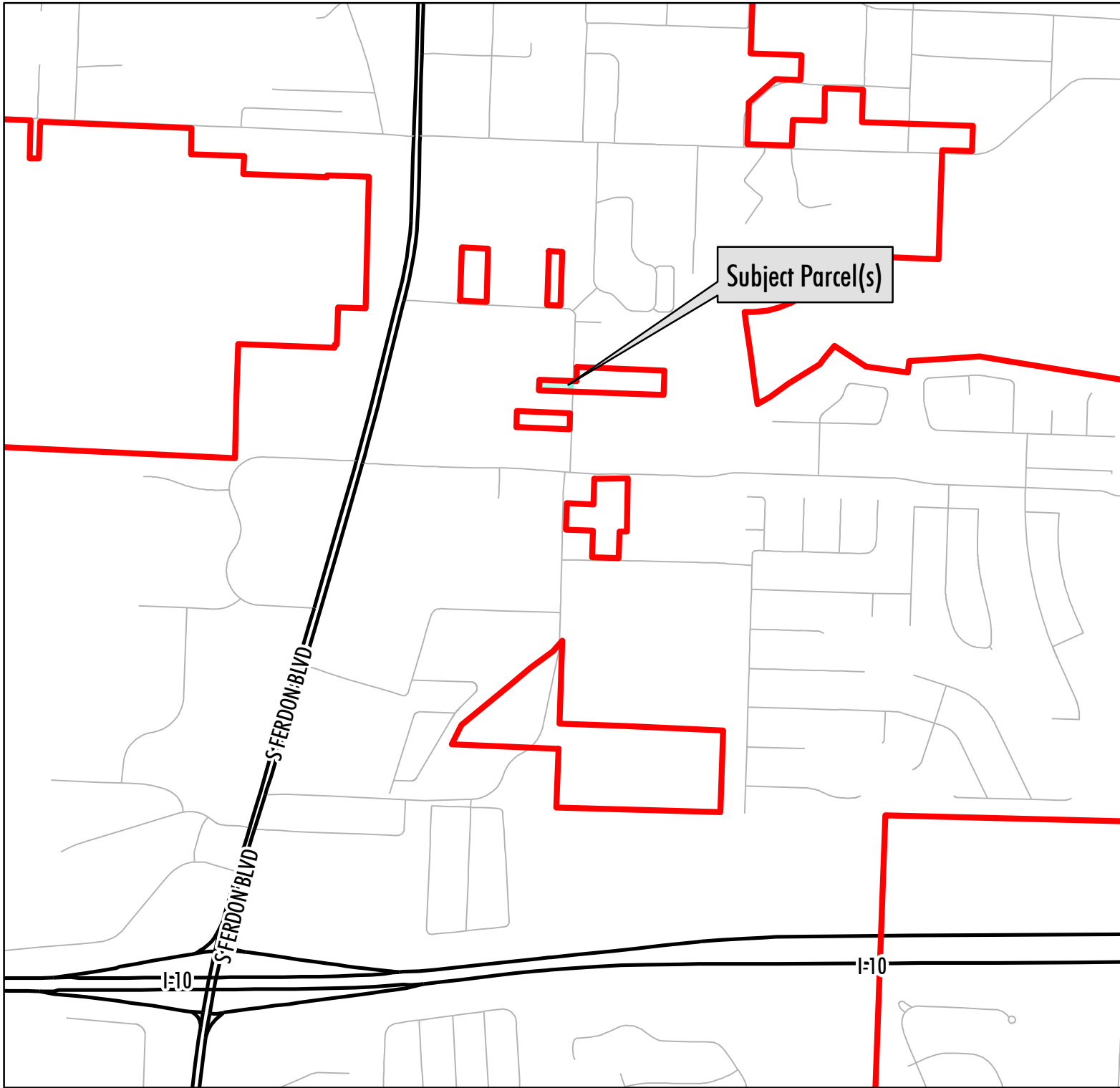
J. B. Whitten
Mayor



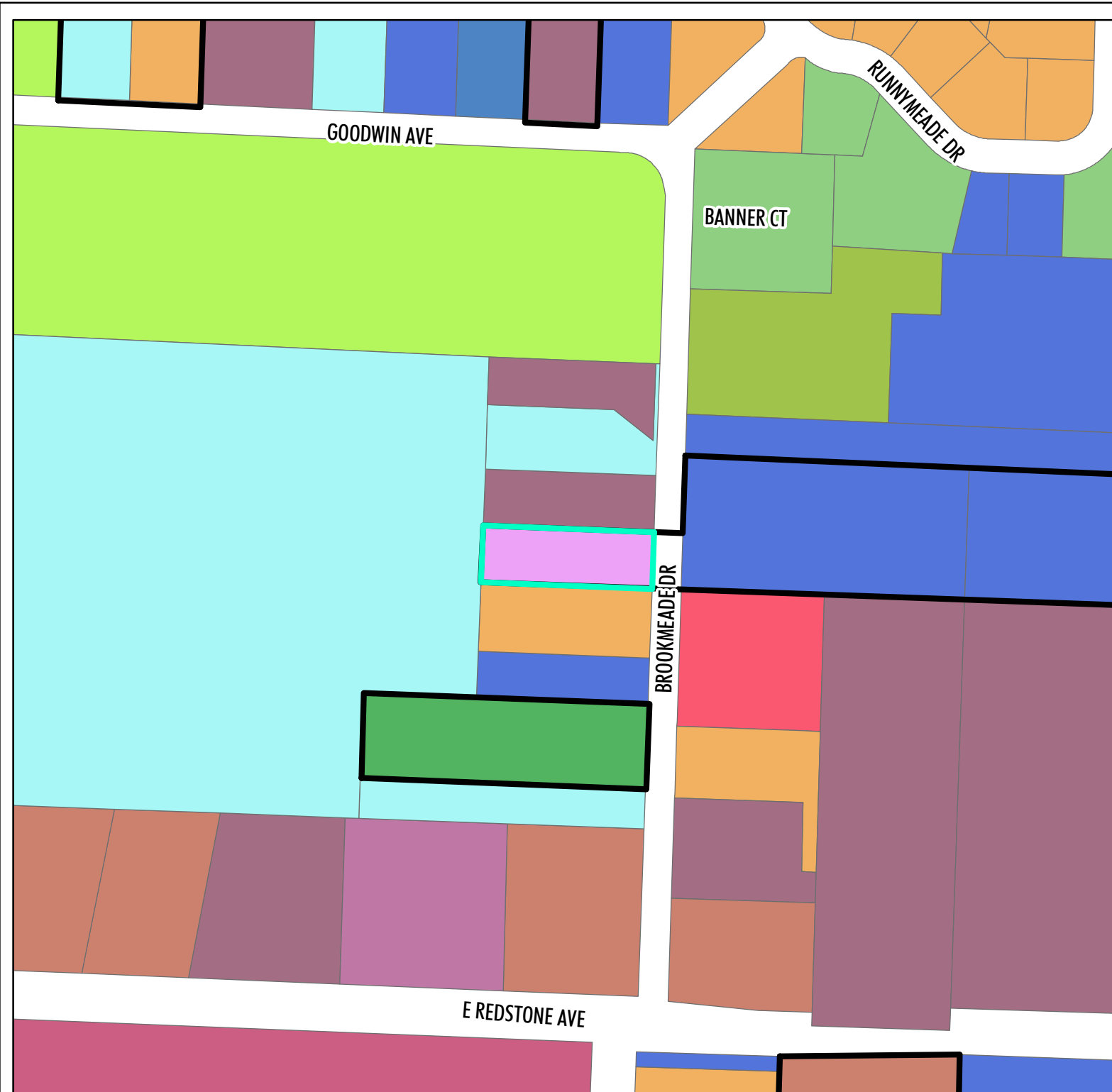
Vicinity Map



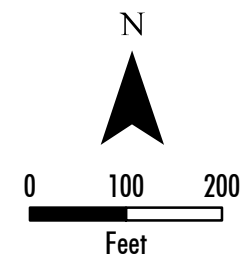
Not to Scale



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



Existing Use



Legend

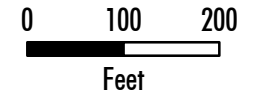
- Subject Parcel
- City Limits

Existing Use

- County
- Mobile Home
- Multi-Family
- Office Building
- Private Ho
- Profession
- Private School
- Single Family
- Storage/Office
- Trailer Park
- Vacant
- Vacant Commercial
- Vacant/Residential
- Warehouse

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

Current Future Land Use



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

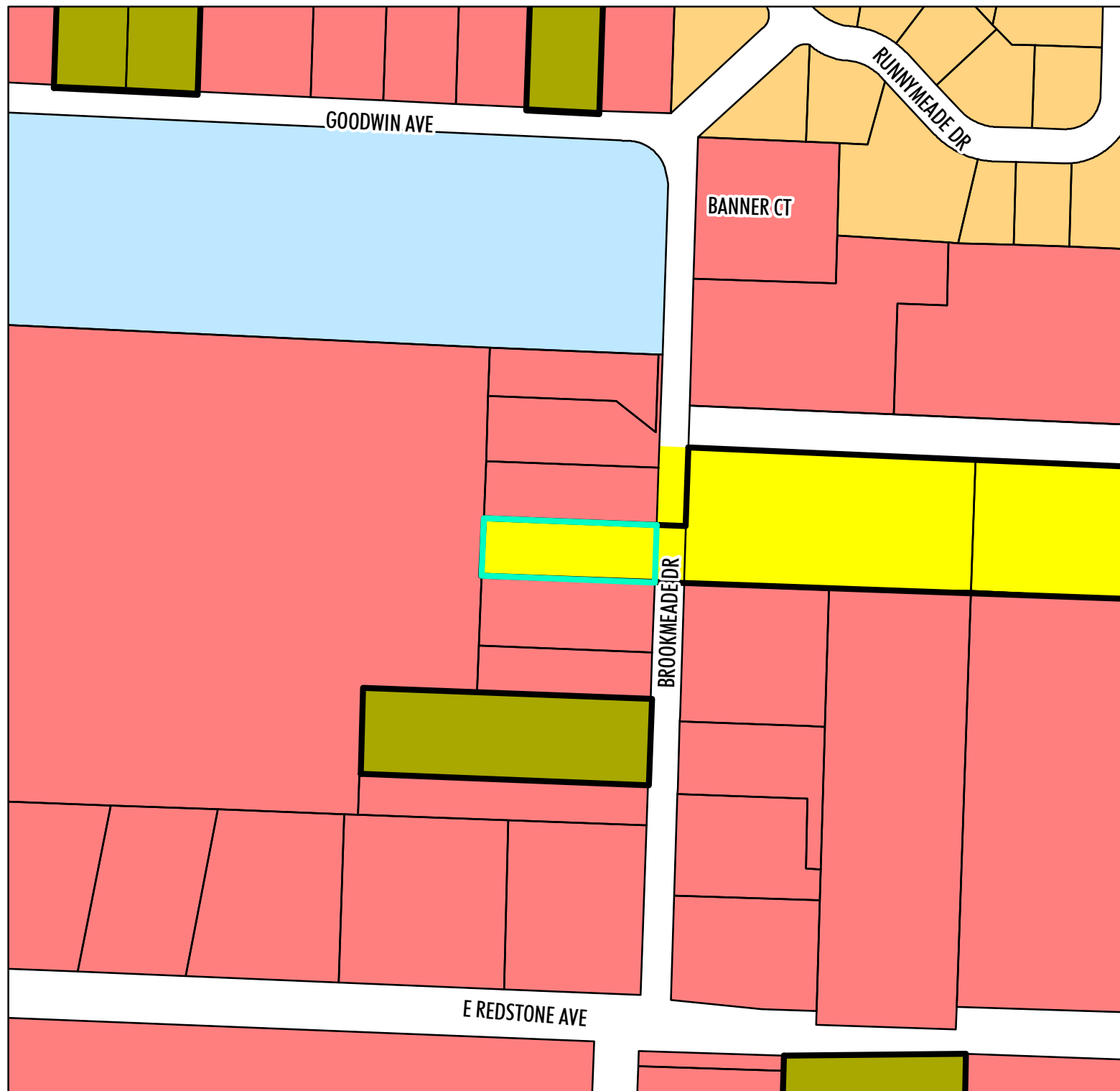
 Public Lands (PL)

 Residential (R)

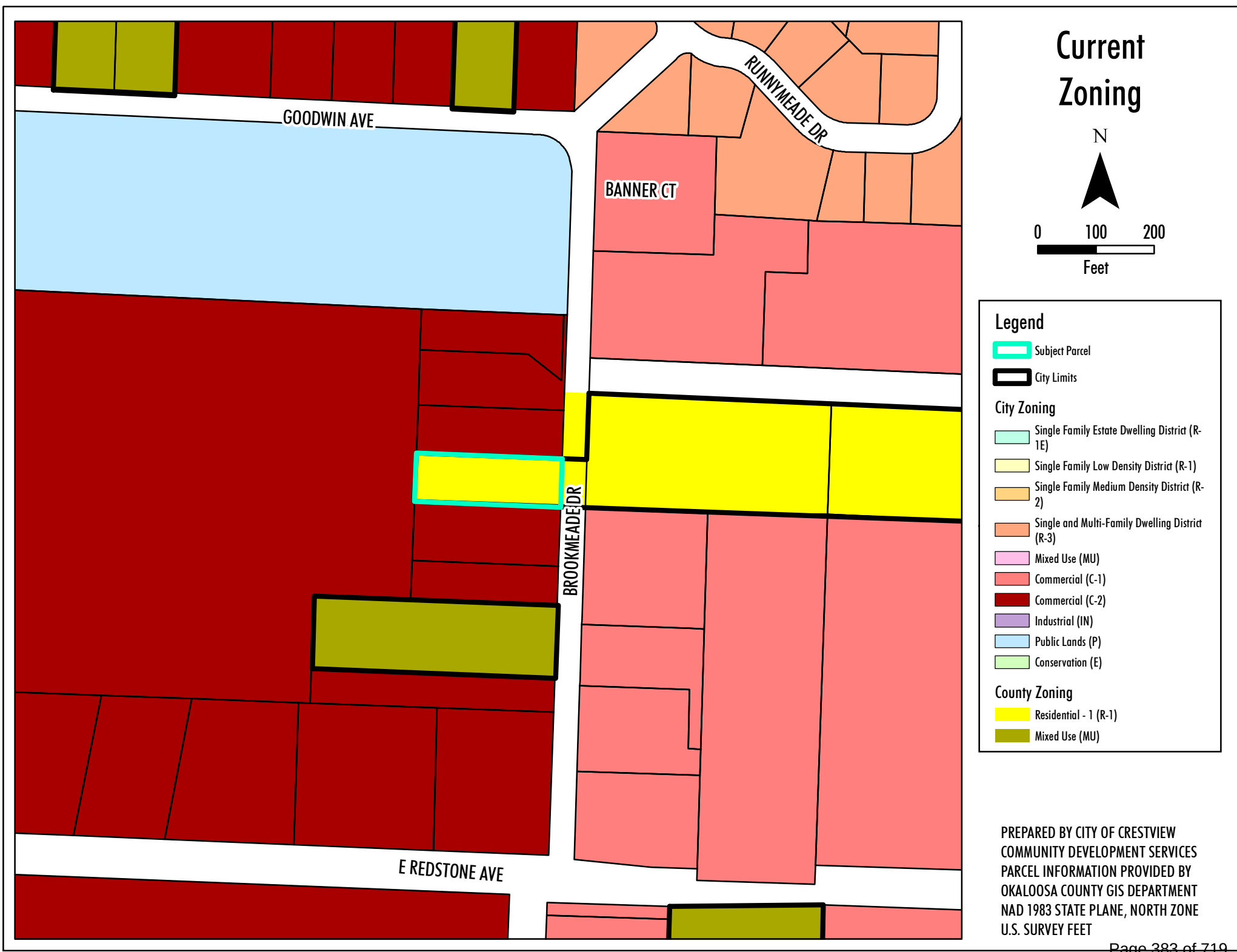
County Future Land Use

 Low Density Residential (LDR)

 Mixed Use (MU)



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



Proposed 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)

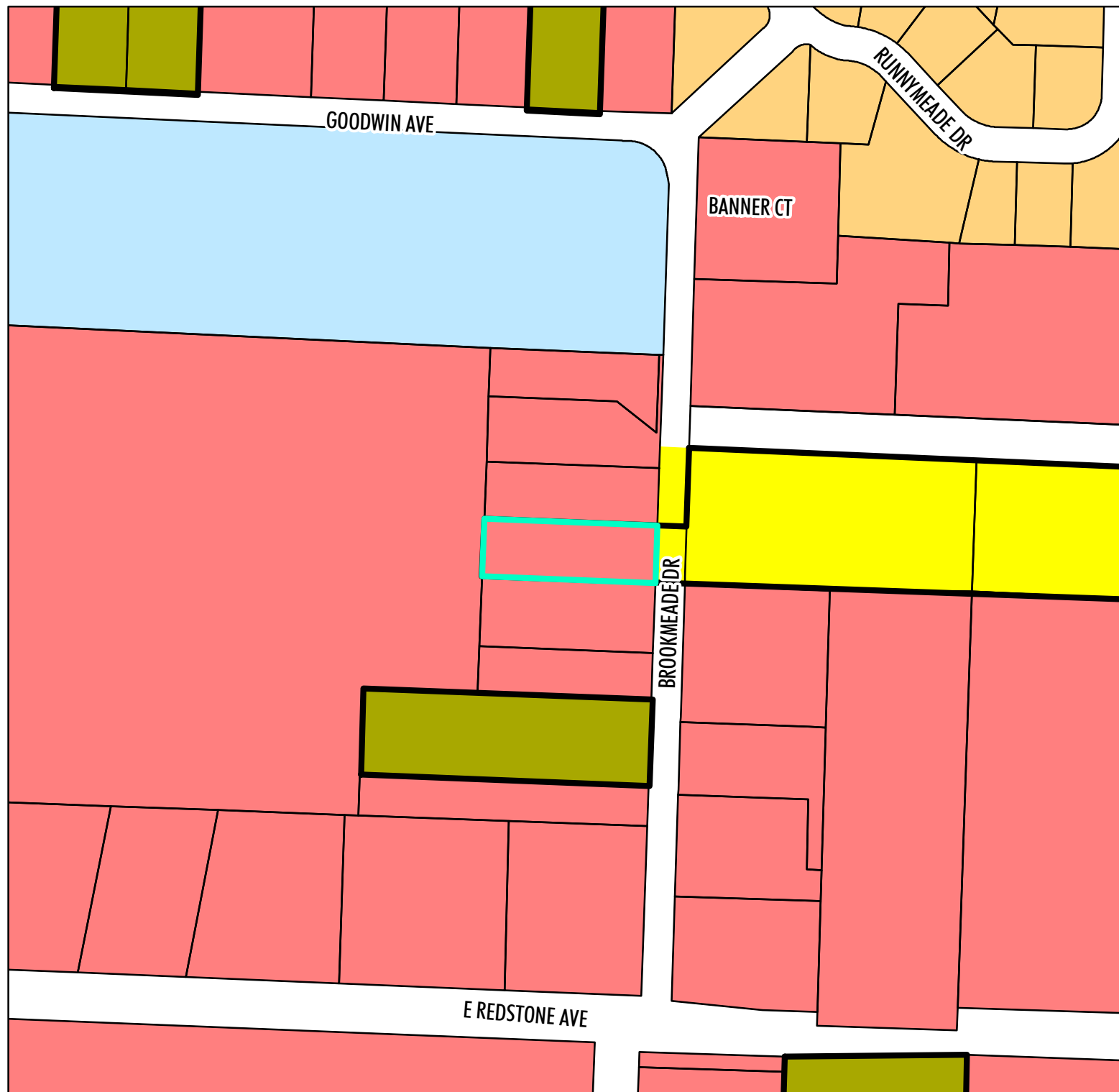
 Public Lands (PL)

 Residential (R)

County Future Land Use

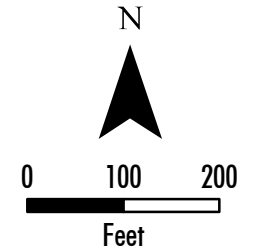
 Low Density Residential (LDR)

 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

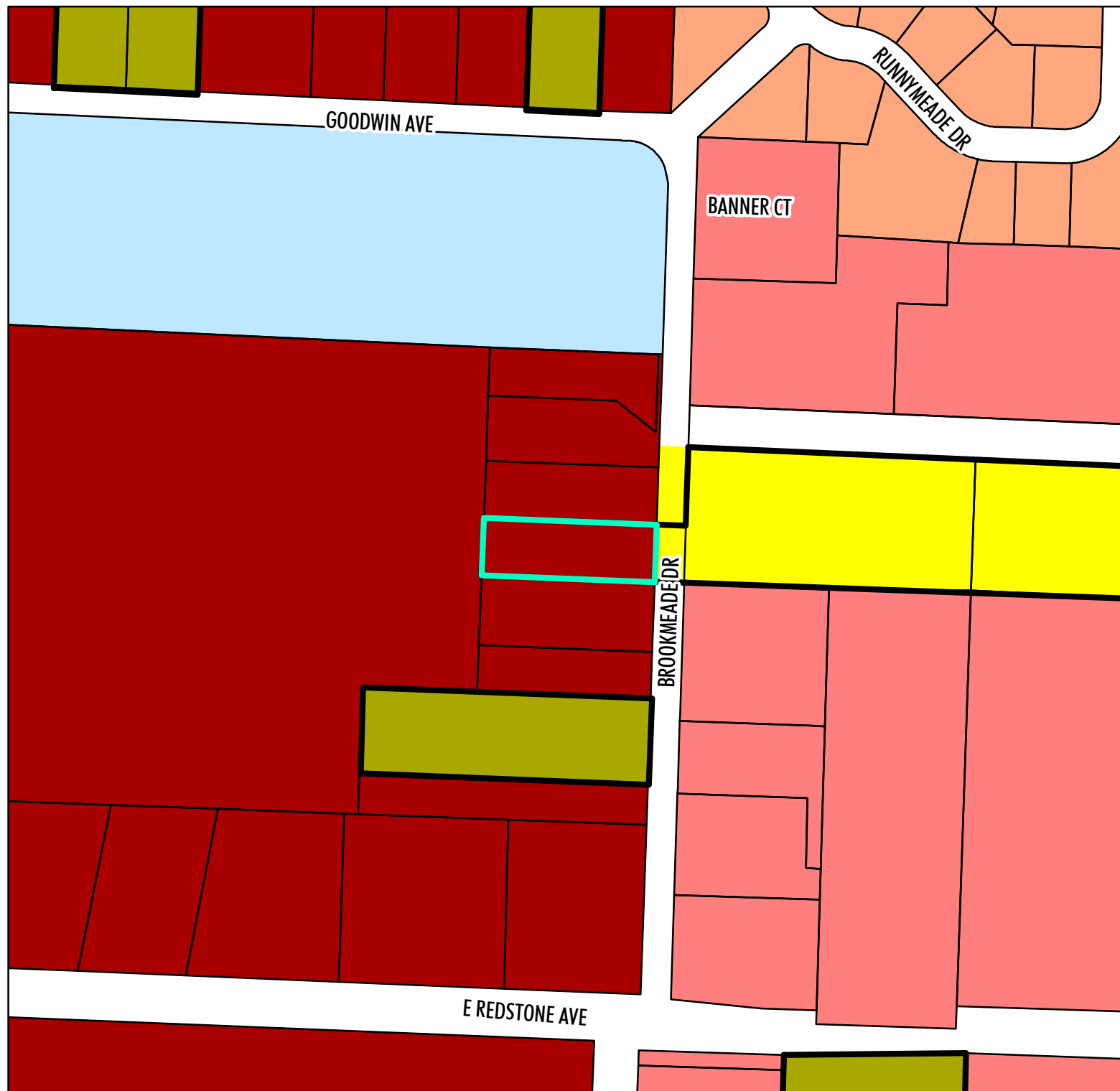
City Zoning

- 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

- Residential - 1 (R-1)
- Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1889 - Brookmeade Drive Comprehensive Plan Amendment

BACKGROUND:

On May 18, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Brookmeade Drive.

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

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

The Planning and Development Board recommended approval of the request on August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Wicker Roy
8124 Jordan Rd
Baker, FL 325317271
Parcel ID: 20-3N-23-0000-0136-0020
Site Size: 0.48 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	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Vacant
South	Commercial (C)	Commercial High-Intensity District (C-2)	Residential
West	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial

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

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment 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 1889 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1889

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY LOW DENSITY RESIDENTIAL TO COMMERCIAL (C) ON APPROXIMATELY 0.48 ACRES, MORE OR LESS, IN SECTION 20, 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 Commercial (C) on a parcel of land containing 0.48 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 0.48 acres of land, more or less, from Okaloosa County Low Density Residential to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 0.48 acres, more or less, is known as Parcel 20-3N-23-0000-0136-0020 and commonly described as:

The South 1/2 of the following described property:

Beginning at the NE corner of the SE 1/4 of the SE 1/4 of S20, T3N, R23W, thence on East boundary of said forty run South 498 ft. to the Point of Beginning of land herein conveyed; thence at right angle run West 250 ft.; thence at right angle run South 168 ft.; thence at right angle run East 250 ft. to said East boundary of said forty; thence North of said East boundary of said forty acres, run 168 ft. to the Point of Beginning.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 20-3N-23-0000-0136-0020. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 20-3N-23-0000-0136-0020 thereon.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 22nd day of August, 2022.

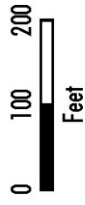
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 22nd day of August, 2022.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

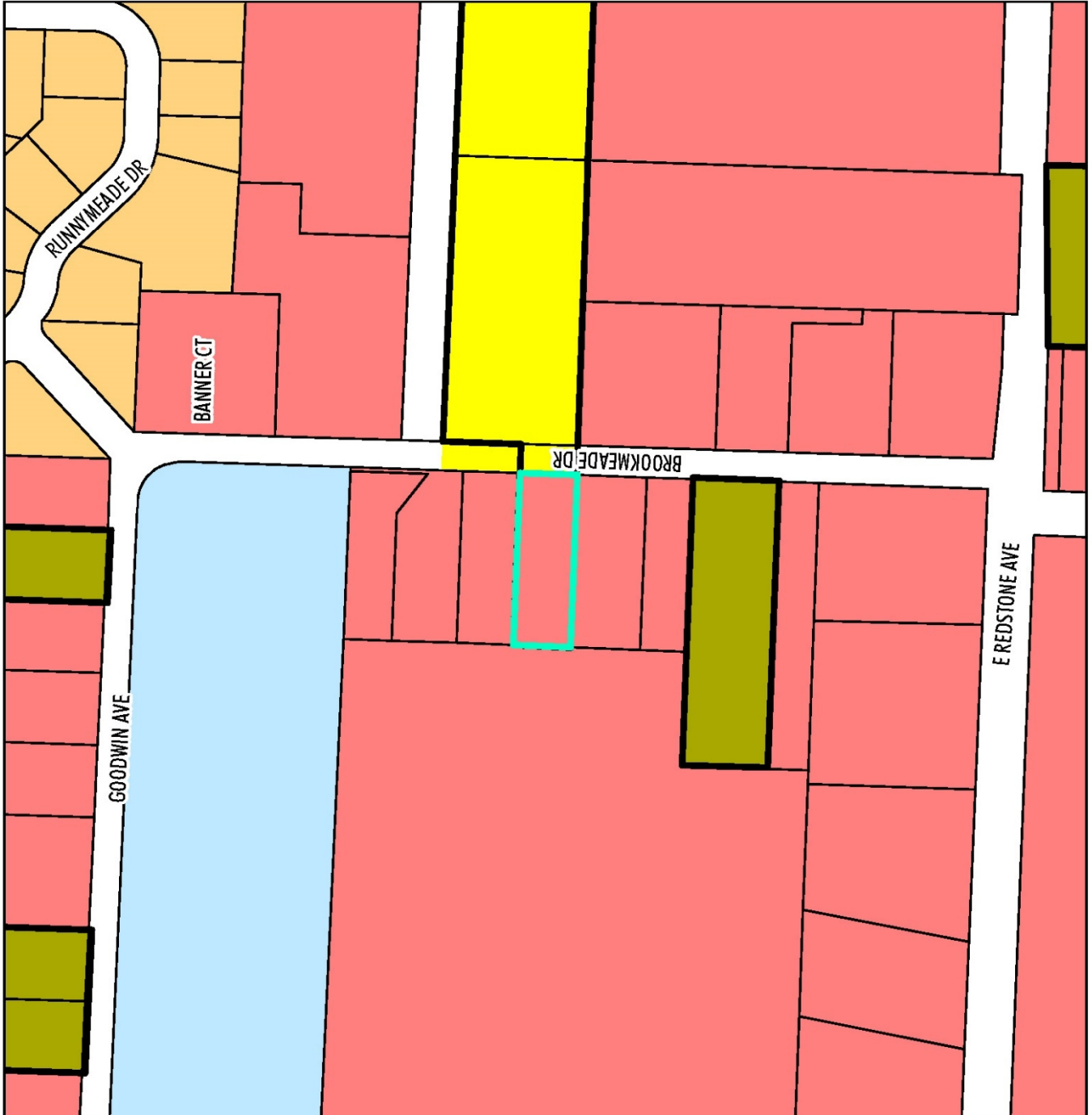
Residential (R)

County Future Land Use

Low Density Residential (LDR)

Mixed Use (MU)

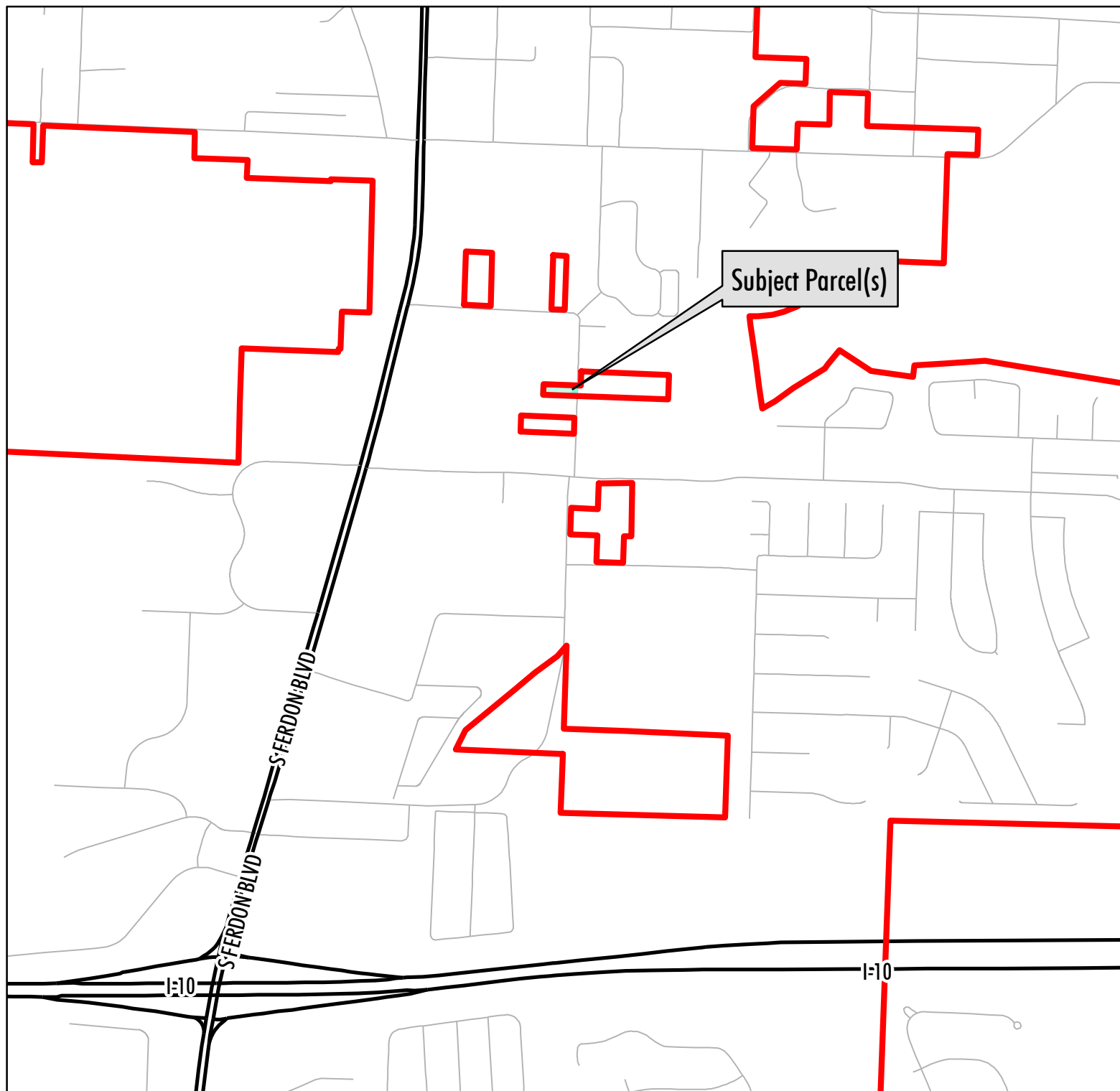
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



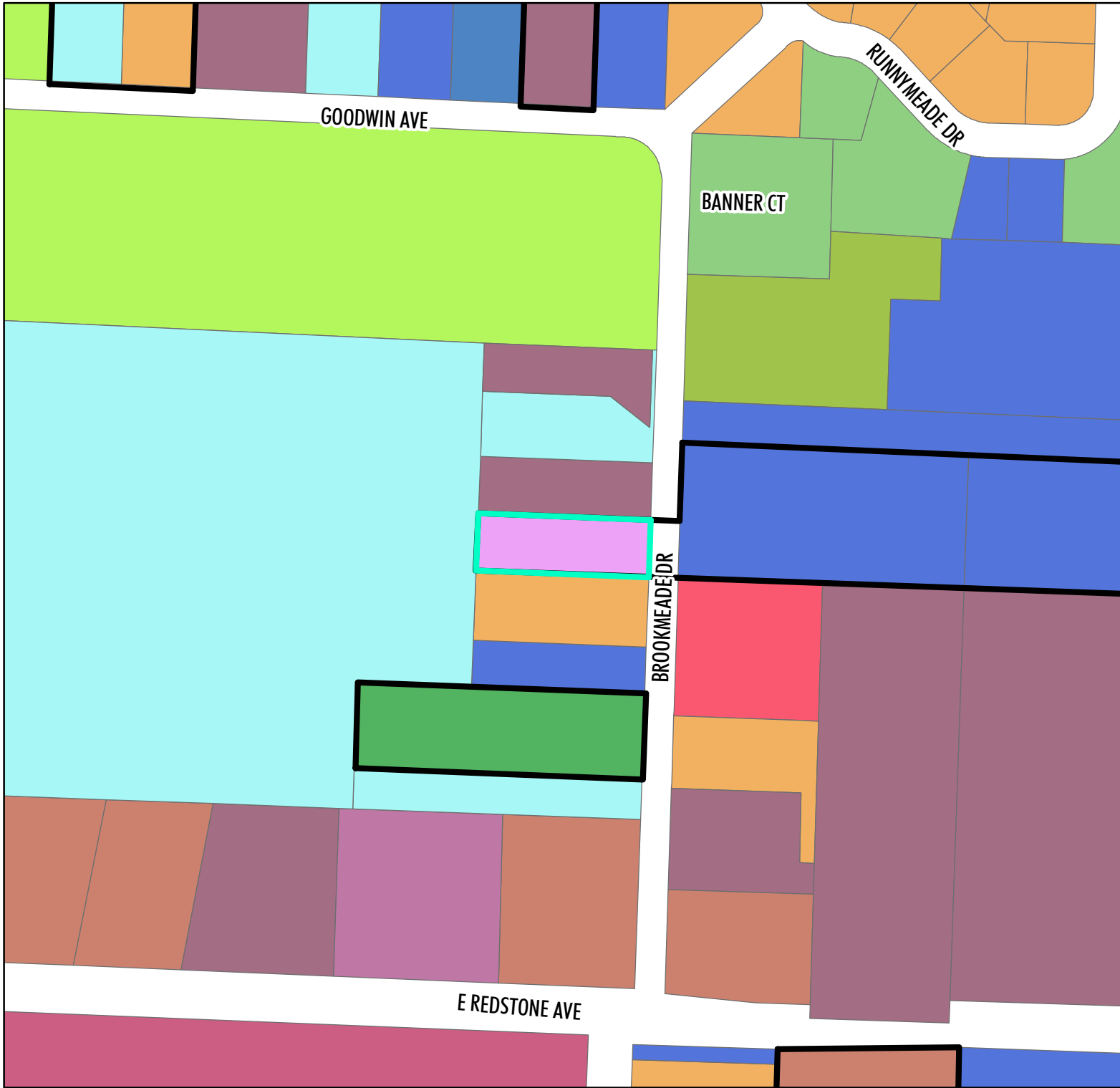
Vicinity Map



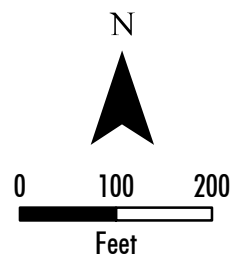
Not to Scale



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



Existing Use

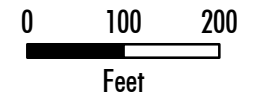


Legend

- Subject Parcel
- City Limits
- Existing Use**
 - County
 - Mobile Home
 - Multi-Family
 - Office Building
 - Private Ho
 - Profession
 - Private School
 - Single Family
 - Storage/Office
 - Trailer Park
 - Vacant
 - Vacant Commercial
 - Vacant/Residential
 - Warehouse

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Current Future Land Use



Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

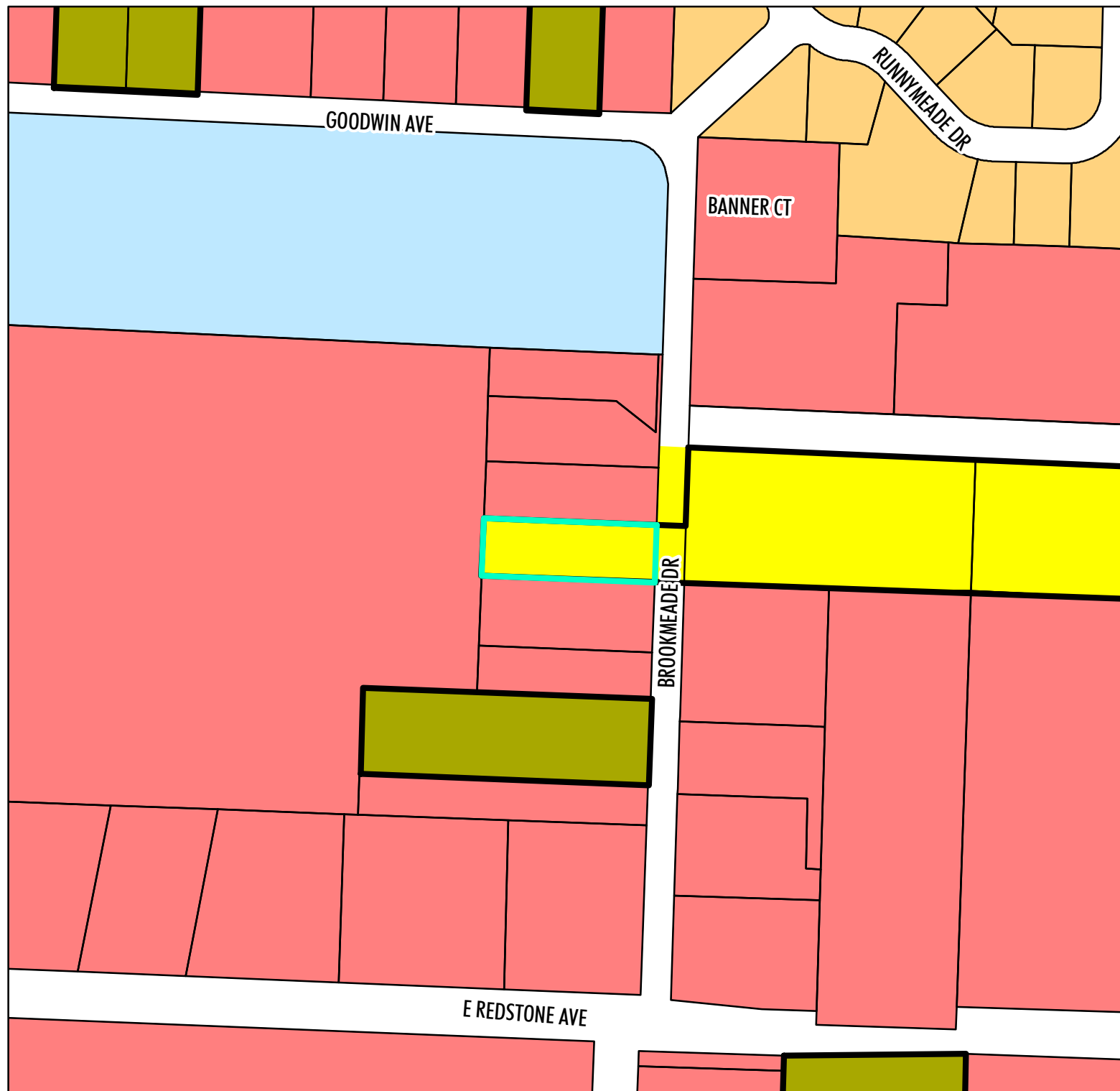
 Public Lands (PL)

 Residential (R)

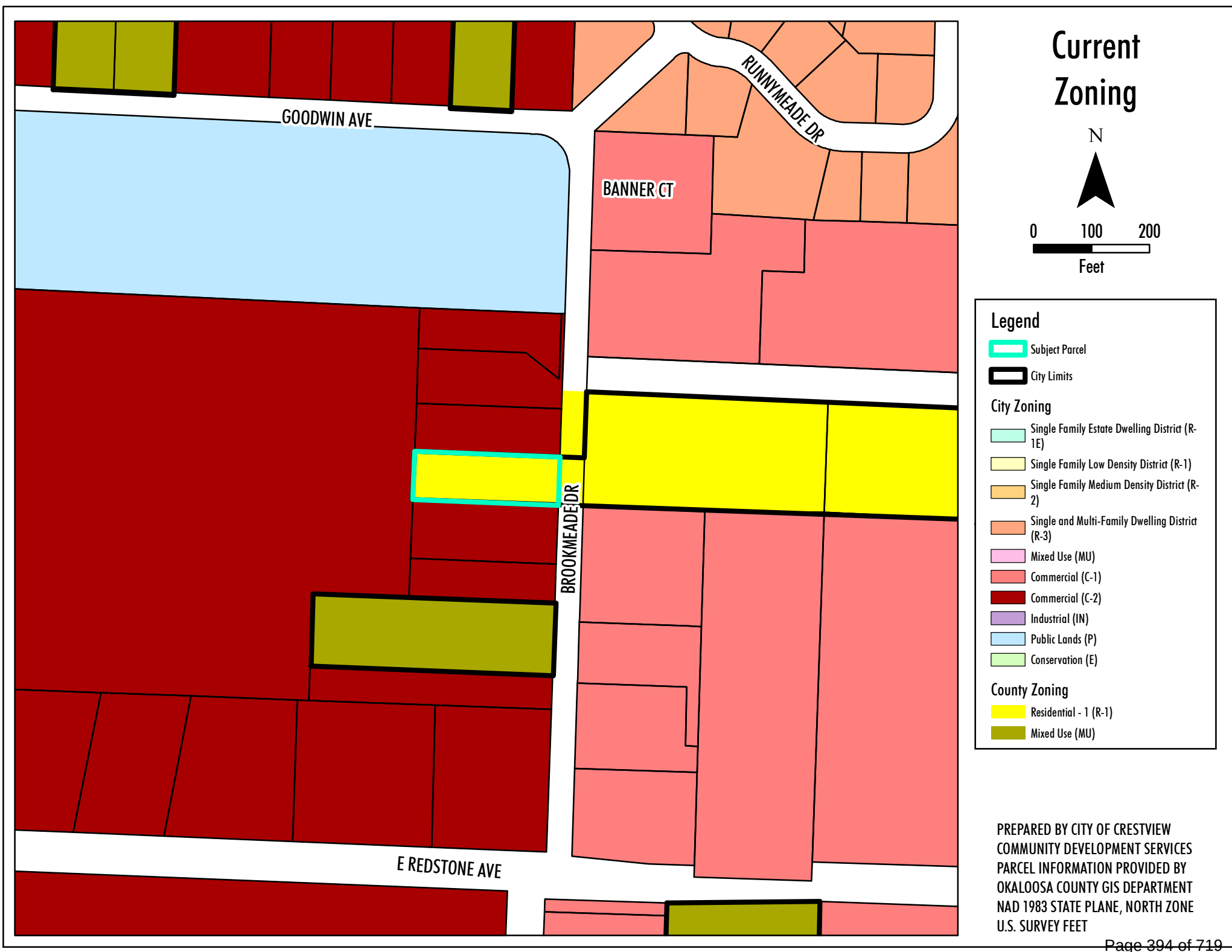
County Future Land Use

 Low Density Residential (LDR)

 Mixed Use (MU)



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NAD 1983 STATE PLANE, NORTH ZONE
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Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

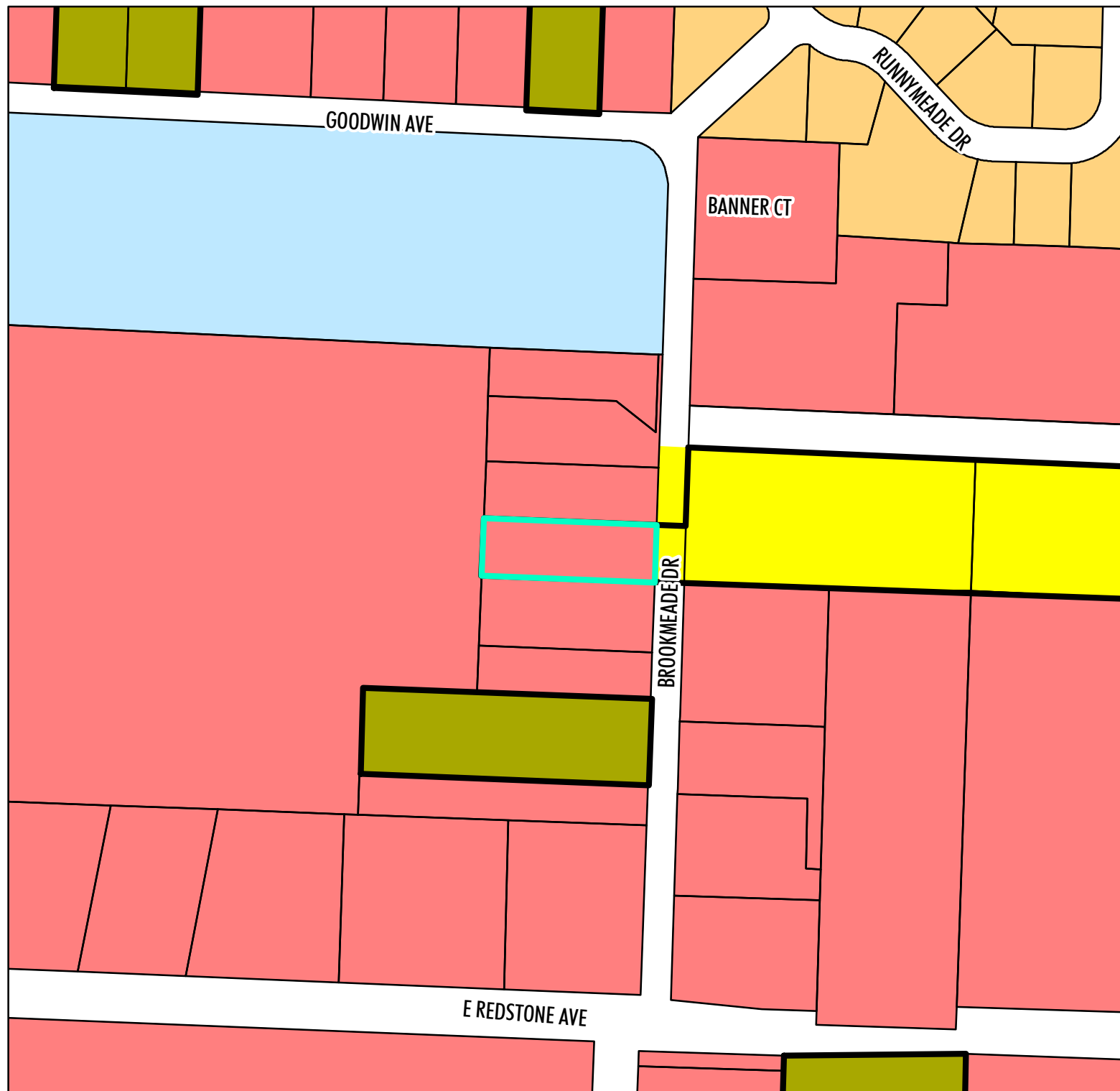
 Public Lands (PL)

 Residential (R)

County Future Land Use

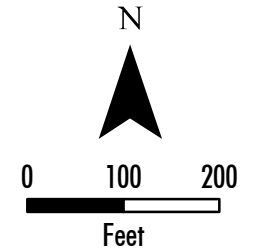
 Low Density Residential (LDR)

 Mixed Use (MU)



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

Proposed Zoning



Legend

Subject Parcel

City Limits

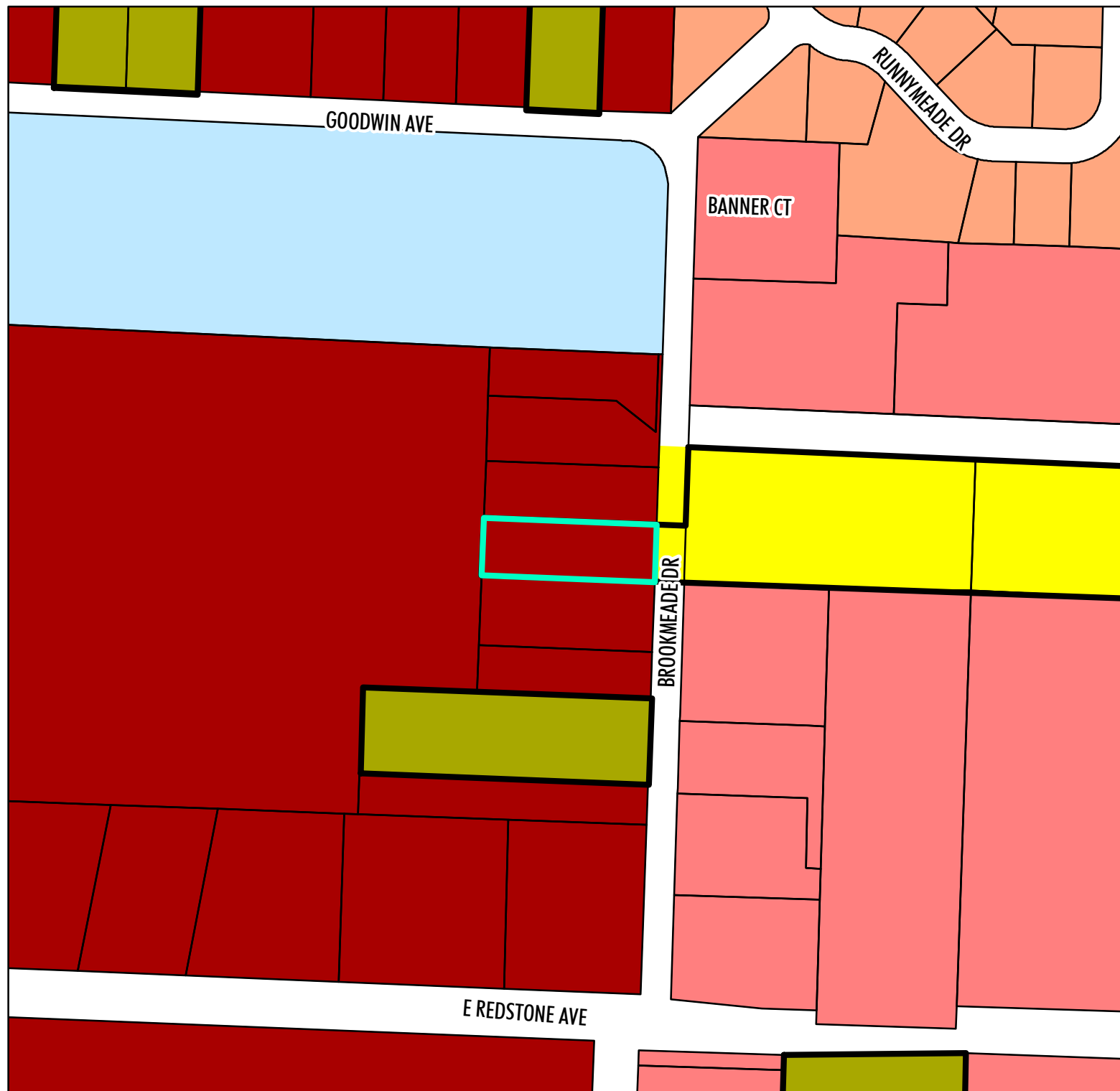
City Zoning

- 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)
- Mixed Use (MU)

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U.S. SURVEY FEET





Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1890 - Brookmeade Drive Rezoning

BACKGROUND:

On May 18, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Brookmeade Drive.

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

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

The Planning and Development Board recommended approval of the request on August 1, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Wicker Roy
8124 Jordan Rd
Baker, FL 325317271
Parcel ID: 20-3N-23-0000-0136-0020
Site Size: 0.48 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	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Vacant
South	Commercial (C)	Commercial High-Intensity District (C-2)	Residential
West	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial

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

Staff reviewed the request for rezoning and finds the following:

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on July 7, 2022. The property was posted on July 18, 2022. An advertisement ran in the Crestview News Bulletin on July 14 and 21, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the 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 1890 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1890

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.48 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 20, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY RESIDENTIAL-1 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 0.48 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 0.48 acres, more or less, being formerly zoned Okaloosa County Residential-1 with the Commercial High-Intensity District (C-2) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1889, is hereby rezoned to Commercial High-Intensity District (C-2) to wit:

PIN # 20-3N-23-0000-0136-0020

The South 1/2 of the following described property:

Beginning at the NE corner of the SE 1/4 of the SE 1/4 of S20, T3N, R23W, thence on East boundary of said forty run South 498 ft. to the Point of Beginning of land herein conveyed; thence at right angle run West 250 ft.; thence at right angle run South 168 ft.; thence at right angle run East 250 ft. to said East boundary of said forty; thence North of said East boundary of said forty acres, run 168 ft. 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 # 1889 and becomes legally effective.

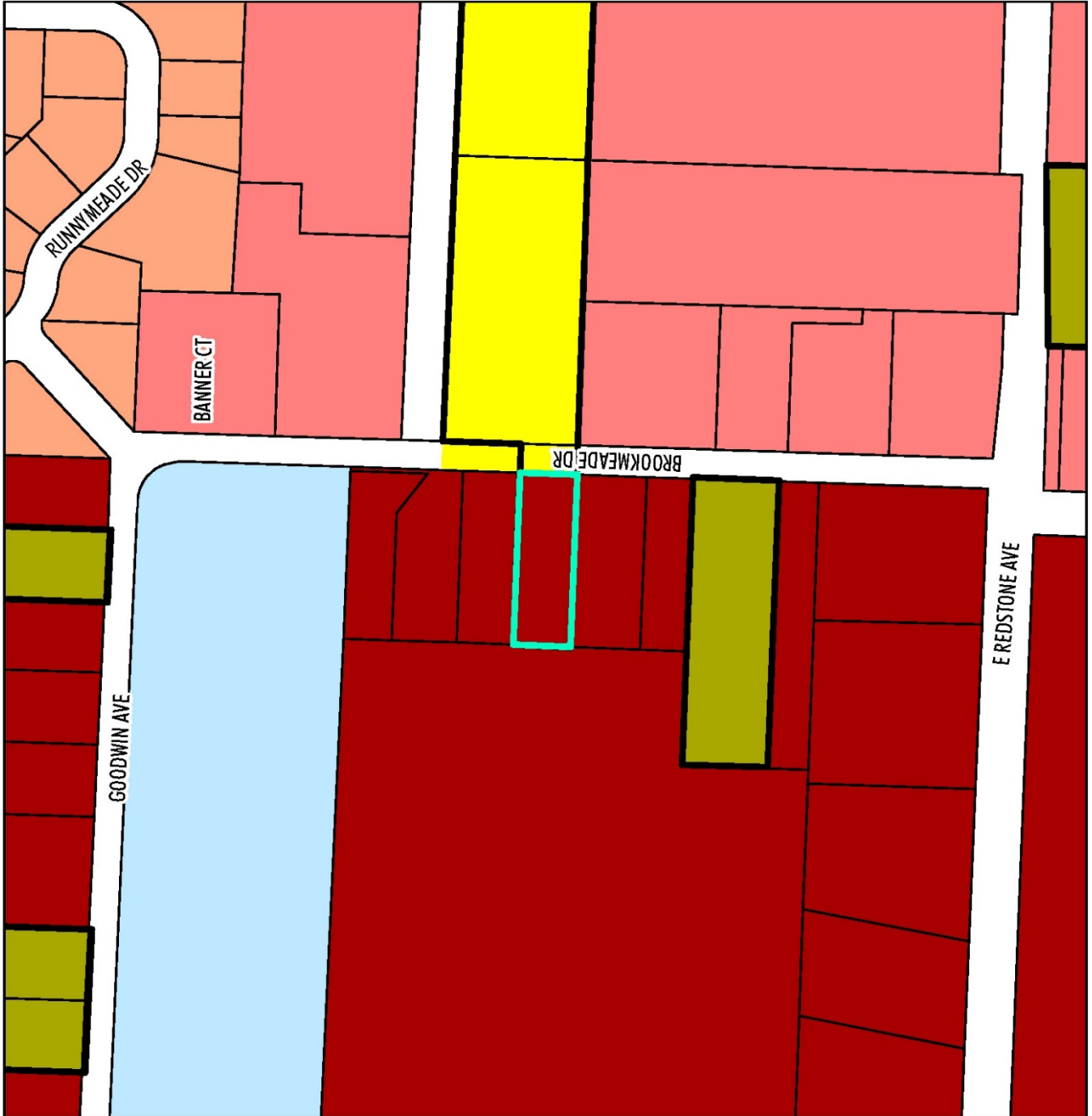
Passed and adopted on second reading by the City Council of Crestview, Florida on the 22nd day of August, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 22nd day of August, 2022.

J. B. Whitten
Mayor

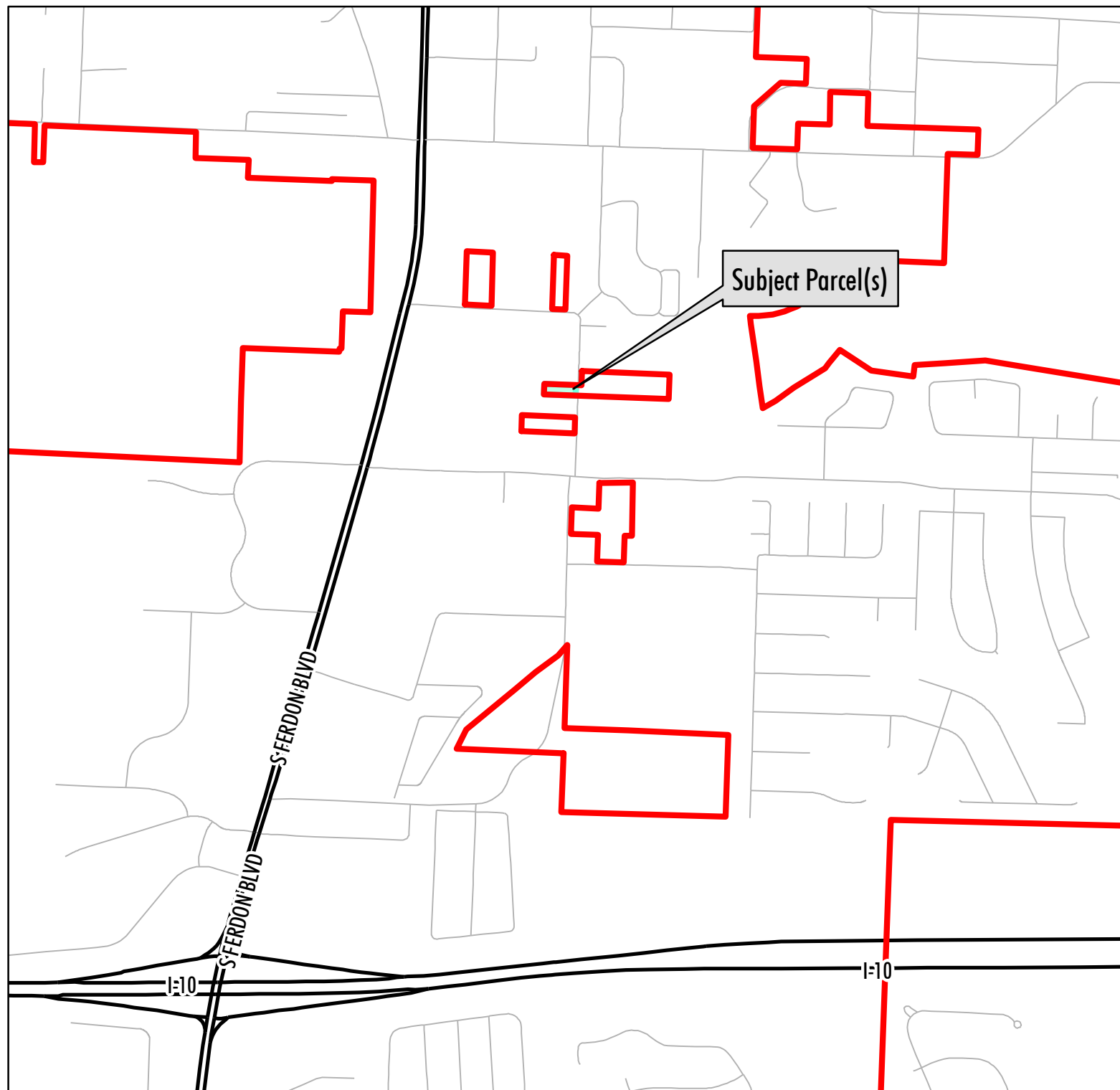


EREDSTONE AVE

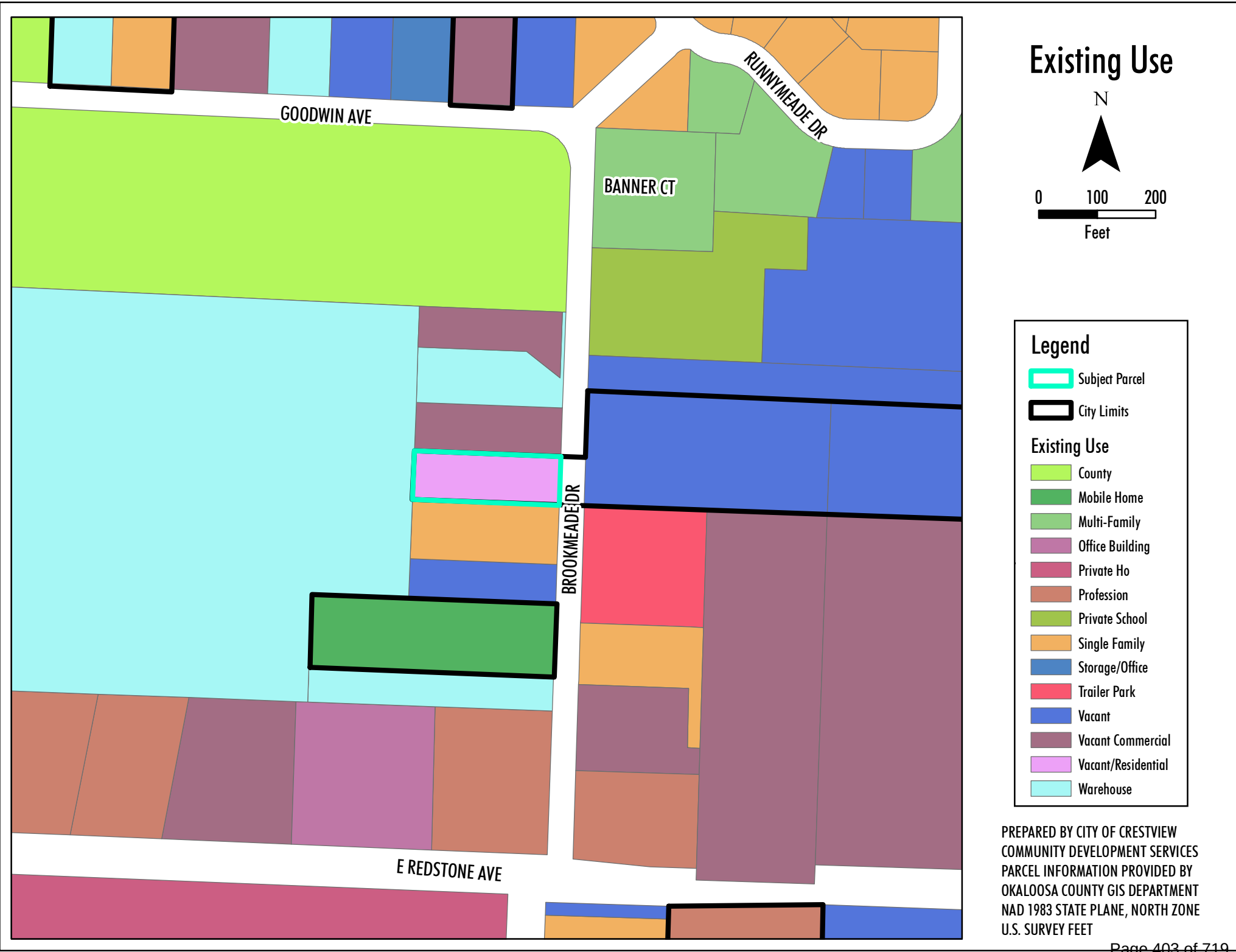
Vicinity Map



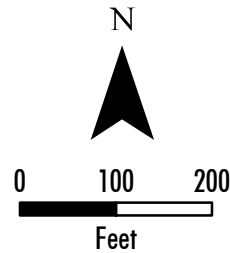
Not to Scale



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



Existing Use

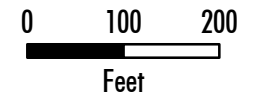


Legend

- Subject Parcel
- City Limits
- Existing Use
 - County
 - Mobile Home
 - Multi-Family
 - Office Building
 - Private Ho
 - Profession
 - Private School
 - Single Family
 - Storage/Office
 - Trailer Park
 - Vacant
 - Vacant Commercial
 - Vacant/Residential
 - Warehouse

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COMMUNITY DEVELOPMENT SERVICES
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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)

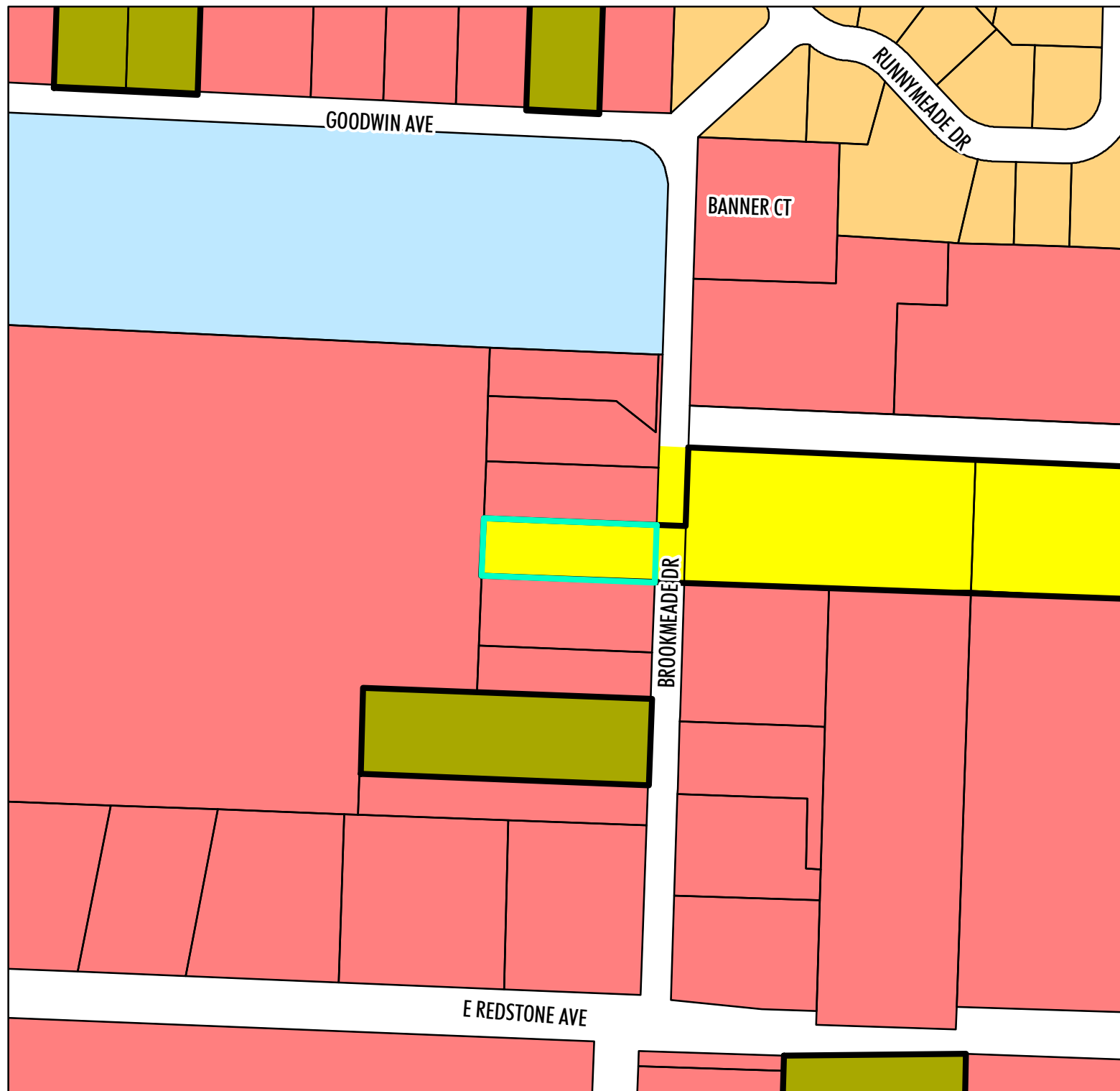
 Public Lands (PL)

 Residential (R)

County Future Land Use

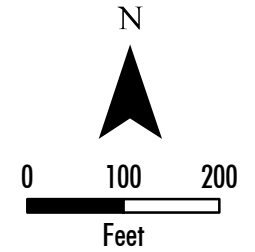
 Low Density Residential (LDR)

 Mixed Use (MU)



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

Current Zoning



Legend

Subject Parcel

City Limits

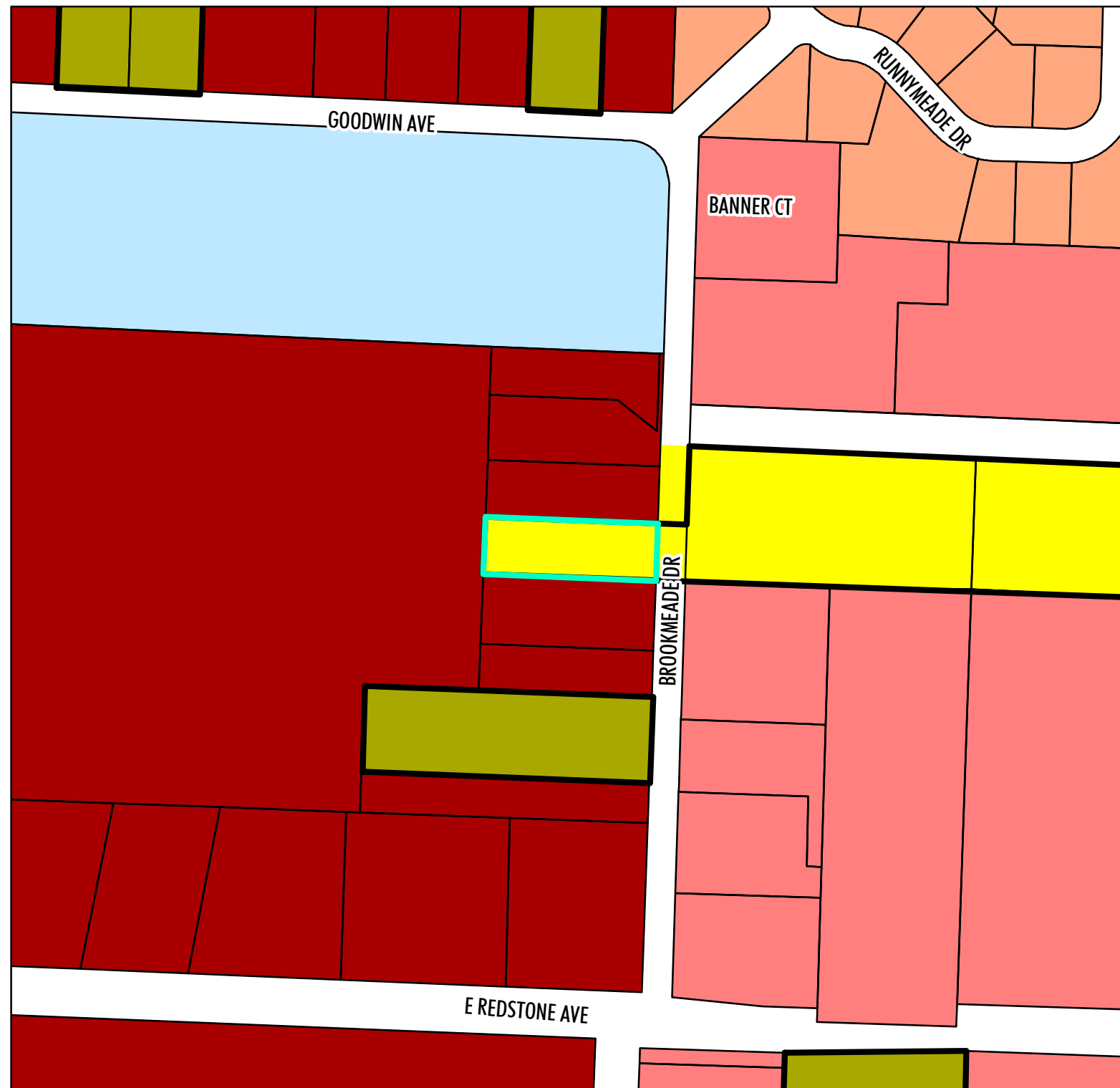
City Zoning

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

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)

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



Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

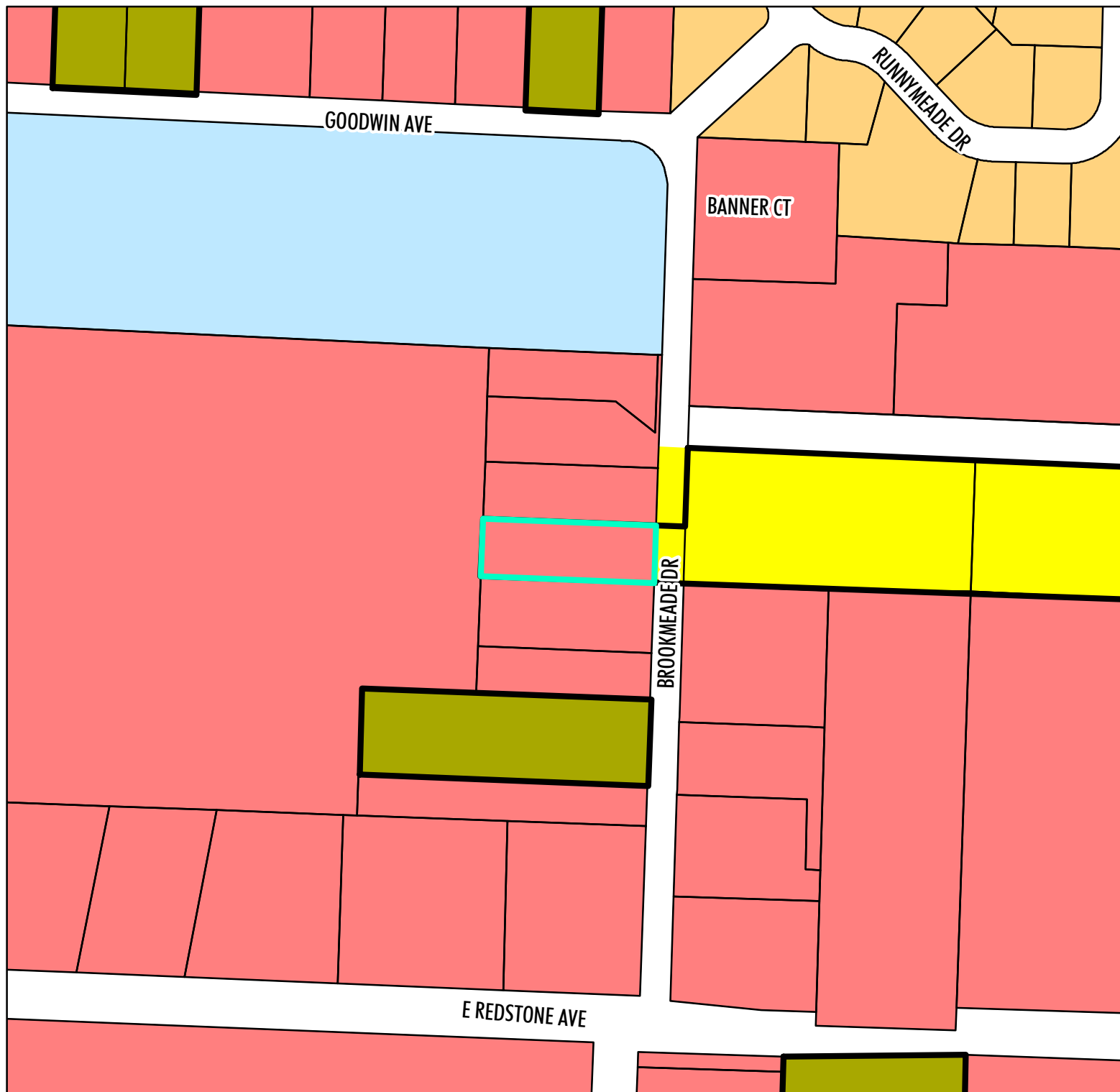
 Public Lands (PL)

 Residential (R)

County Future Land Use

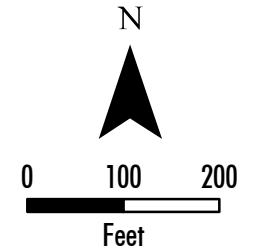
 Low Density Residential (LDR)

 Mixed Use (MU)



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

Proposed Zoning



Legend

Subject Parcel

City Limits

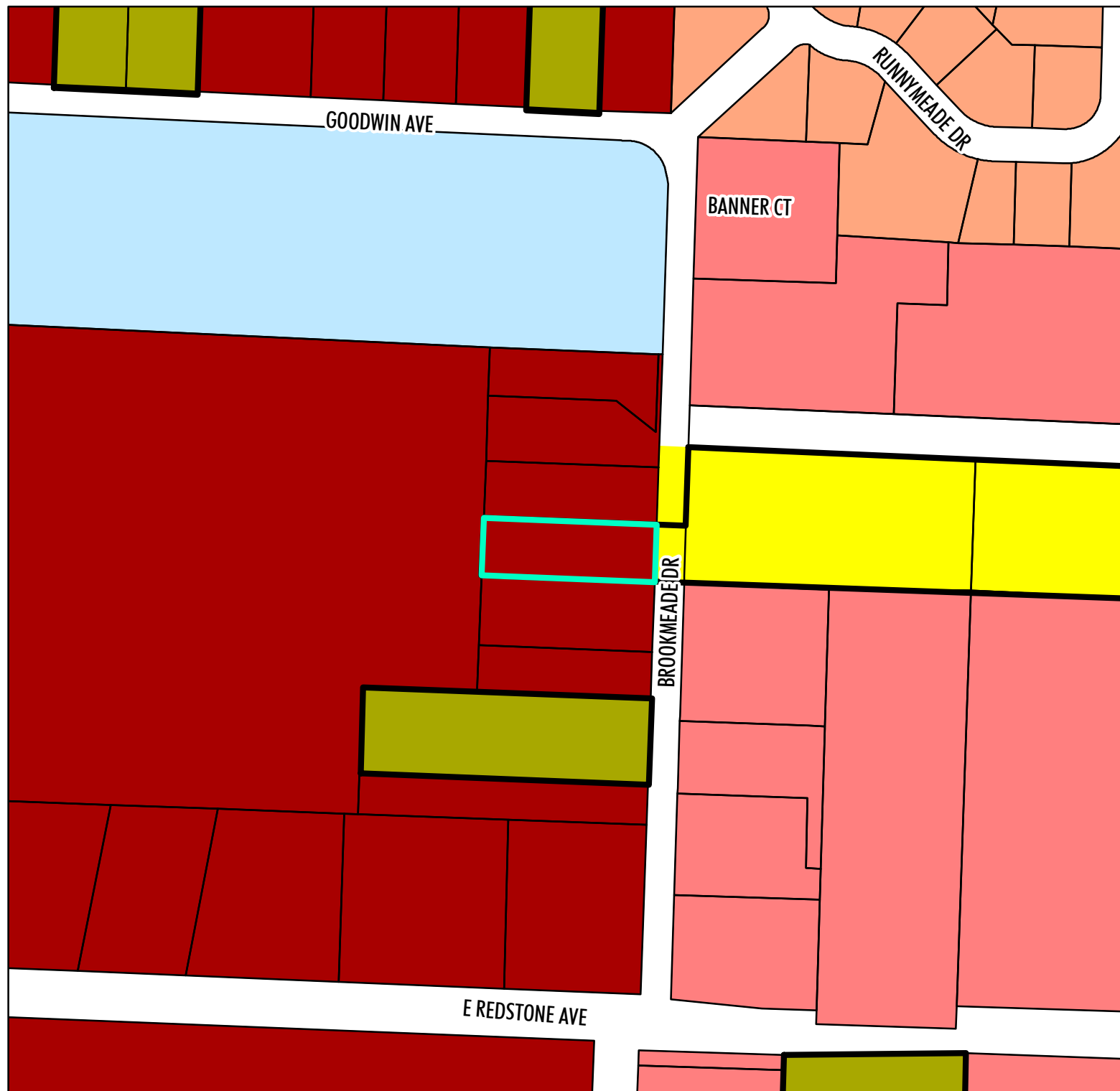
City Zoning

- 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)
- Mixed Use (MU)

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





Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1891 - Land Development Code Amendment

BACKGROUND:

In February of 2021, significant changes were made to the City's Land Development Code, zoning map, future land use map, and Comprehensive Plan. The need for these amendments were identified by staff due to a number of map inconsistencies, and the outdated nature of the Land Development Code, which was not sufficiently updated, and therefore was difficult to efficiently utilize.

DISCUSSION:

Since the adoption of the code in 2021, it has undergone amendments about every 6 months for a number of reasons. Staff can never know what new types of development may occur, or be desired. Over time, we see developers and homeowners alike ask new questions that we hadn't previously thought of, and that the code may have not restricted at all, or may have over-restricted. It's important that the code is revised every so often to best fit the development in Crestview. As development occurs, staff finds provisions that may be unnecessarily restrictive for developers and homeowners or that, through rigorous and repeated implementation, don't logically work with other provisions of the code, or the code's overall intent. Additionally, some portions of the code are covered by other regulatory codes (fire, building, city ordinance) or could be modified to be more in-line with the provisions of each of those codes.

These changes include:

- Removing unused or redundant definitions in Chapter 2
- Corrections to Chapter 3 regarding inconsistent or redundant verbiage, lot splits, and other minor verbiage adjustments.
- Correction to Chapter 4, allowing an exemption to Landscape Code for development in the Downtown Overlay District.
- Revisions to zoning table to account for a handful of changes determined by staff.
- Revisions to Chapter 6 to allow more flexible orientation for dwellings on flag lots, to explicitly prohibit RVs, campers or camp trailers as single family dwellings, and various verbiage changes to the Landscape Code to make easier to understand and utilize.
- Revisions to Chapter 7 to allow more flexible placement of accessory buildings and carports, and to revise sign provisions to allow signs at a size more similar to what was allowed under the previous code in certain areas, and to revise the verbiage to better reflect building code terminology.
- Revisions to Chapter 8 to allow payment into a sidewalk fund in lieu of constructing "sidewalks to nowhere." Various verbiage changes to reduce and improve redundant information.

In all cases, it is the staff's desire to allow homeowners and developers to maximize their right to improve their property, with regulations to adequately protect the rights of those around them and contribute to the City in regards to public safety, healthy growth, and economic development. The amendments proposed herein help to remove unnecessary roadblocks or regulations or developers and homeowners, while retaining or instating regulations that protect the rights of citizens around them.

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This item will not result in any direct financial impact.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1891 to second reading for adoption.

Attachments

1. Attachment 1

ORDINANCE: 1891

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE AMENDMENT OF PORTIONS OF CHAPTERS TWO, THREE, FOUR, SIX, SEVEN, AND EIGHT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized and empowered to adopt and enforce ordinances and codes, not inconsistent with state law that are necessary to regulate development; and

WHEREAS, staff has determined that various Land Development Code amendments would positively impact the capacity for both developers and citizens to develop their property in a way that is within their rights and with respect to the rights of other citizens.

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

SECTION 1 – LAND DEVELOPMENT CODE AMENDMENTS. Chapters two, three, four, five, six, seven, and eight of the Land Development Code are amended to revise various elements of the Code to make the code more cohesive, logical, and beneficial for both developers and citizens, as attached to this ordinance (Attachment 1).

SECTION 2 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and The City of Crestview Land Development Code.

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

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

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

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

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

Approved by me this _____ day of _____, 2022.

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk



LAND DEVELOPMENT CODE

Style Definition: LDC Paragraph

TABLE OF CONTENTS

CHAPTER 1	9
GENERAL ADMINISTRATION	9
1.00.00 - GENERALLY.....	9
1.00.01 - Purpose and Intent	9
1.01.00 - TITLE	9
1.02.00 - AUTHORITY AND JURISDICTION.....	9
1.03.00 - APPLICABILITY	9
1.03.01 - Generally.....	9
1.03.02 - Exceptions	9
1.04.00 - ADMINISTRATIVE RESPONSIBILITY FOR IMPLEMENTATION.....	10
1.04.01 - City Manager.....	10
1.04.02 - Community Development Services Director	10
1.05.00 - INTERPRETATIONS	10
1.05.01 - Generally.....	10
1.05.02 - Responsibility for Interpretation	10
1.05.03 - Rules for Interpretation of Boundaries.....	10
1.05.04 - Rules of Construction.....	11
1.05.05 - Days; Computation of Time	11
1.06.00 - BOARDS.....	11
1.06.01 - Generally.....	11
1.06.02 - Requirements for All Boards.....	11
1.07.00 - DOCUMENTS REFERENCED	12
CHAPTER 2	13
ACRONYMS AND DEFINITIONS.....	13
2.00.00 – GENERAL	13
2.01.00 – ACRONYMS.....	13
2.02.00 – DEFINITIONS.....	14
CHAPTER 3	35
ADMINISTRATIVE PROCEDURES.....	35
3.00.00 - GENERALLY.....	35
3.00.01 - Purpose	35
3.00.02 - Classification of Development Review Procedures	35

3.00.03 - Development Approval Process.....	35
3.00.04 - Application Timeline Table	37
3.00.05 - Application submittals	37
3.00.06 - Pre-application meetings.....	38
3.00.07 - Fees Required	38
3.00.08 - Complete Applications Required	38
3.00.09 - Determination of Completeness.....	39
3.00.10 - Review for Sufficiency and Code Requirements.....	39
3.00.11 - Decision Making.....	39
3.00.12 - General Review Procedure	40
3.01.00 - PLANNING AND DEVELOPMENT BOARD	40
3.01.01 - Powers and Duties	40
3.01.02 - Membership, Vacancy, Compensation.....	40
3.01.03 - Meetings, Quorum, Required Vote.....	41
3.01.04 - Staff, Attorney.....	41
3.01.05 - Rules and Records.....	42
3.02.00 - PUBLIC NOTICE AND HEARINGS.....	42
3.02.01 - Public Notice Requirements	42
3.02.02 - Public Hearing Requirements and Procedures.	45
3.03.00 - ADMINISTRATIVE DECISION MAKERS AND ENFORCEMENT OFFICERS.....	49
3.04.00 - SPECIFIC REVIEW PROCEDURES - ADMINISTRATIVE ORDERS, PERMITS AND APPROVALS	50
3.04.01 - Zoning Verification Letter or Flood Verification Letter.....	50
3.04.02 - Administrative Interpretations and Similar Use Determinations	50
3.04.03 - Lot Splits and Lot line Adjustments	51
3.04.04 - Special Exception Uses and Supplemental Standards	52
3.04.05 - Administrative Waivers.....	52
3.04.06 - Development Orders	53
3.04.07 - Administrative Permits	57
3.04.08 - Temporary Use Permits	57
3.04.09 - Minor Re-Plat	59
3.04.10 - Periodic Inspection Required; Correction of Deficiencies	59
3.04.11 - Final Inspection and Certificate of Occupancy	59
3.04.12 - Stop Work Orders for Site Development.....	60

3.04.13 - Violation of an Approved Development Plan	61
3.04.14 - Phased Projects.....	61
3.04.15 - Guarantees and Sureties.....	61
3.05.00 - SPECIFIC REVIEW PROCEDURES - QUASI-JUDICIAL PERMITS AND APPROVALS	63
3.05.01 - General Requirements	63
3.05.02 - Variances.....	63
3.05.03 - Vacations of Plats, Easements, and Rights-Of-Way	63
3.05.04 - Conceptual Plats	64
3.05.05 - Final Plats	65
3.05.06 - Planned Unit Developments (PUD).....	66
3.05.07 - Zoning Change (Re-Zoning).....	69
3.06.00 SPECIFIC REVIEW PROCEDURES - LEGISLATIVE APPROVALS.....	69
3.06.01 - Annexations	69
3.06.02 - Future Land Use Map Amendments.....	70
3.06.03 - Comprehensive Plan Amendments	70
3.06.04 - Land Development Code Text Amendments	71
CHAPTER 4	72
ZONING DISTRICTS AND OVERLAYS.....	72
4.00.00 - GENERALLY.....	72
4.01.00 - LAND USE DISTRICTS, DENSITY AND INTENSITY	72
4.02.00 - OFFICIAL ZONING MAP	72
4.03.00 - ESTABLISHMENT AND PURPOSE OF ZONING DISTRICTS	72
4.04.00 - ZONING DISTRICT COMPARISON TO FUTURE LAND USE CATEGORIES	73
4.05.00 - ESTABLISHMENT AND PURPOSE OF OVERLAY DISTRICTS	74
4.06.00 - LAND USES PERMISSIBLE IN EACH ZONING DISTRICT.....	77
4.07.00 - CHANGE OF USE REQUIREMENTS.....	84
CHAPTER 5	85
ENVIRONMENT AND RESOURCE PROTECTION.....	85
5.00.00 - GENERALLY.....	85
5.00.01 - Purpose and Intent	85
5.00.02 - Applicability	85
5.01.00 - WETLANDS PROTECTION	85
5.02.00 - HABITAT PROTECTION	85
5.03.00 - AIR QUALITY.....	86

5.03.01 - Compliance with State and Federal Regulations	86
5.03.02 - Testing Required	86
5.04.00 - HISTORICAL AND ARCHAEOLOGICAL RESOURCES	86
5.04.01 - Applicability	86
5.04.02 - Survey Requirements.....	86
5.05.00 - FLOOD DAMAGE PREVENTION	86
5.05.01 - General.....	86
5.05.02 - Applicability	87
5.05.03 - Duties and Powers of the Floodplain Administrator	88
5.05.04 - Permits.....	90
5.05.05 - Site Plans and Construction Documents.....	91
5.05.06 - Inspections.....	92
5.05.07 - Variances and Appeals.....	93
5.05.08 - Violations	94
5.05.09 - Definitions.....	94
5.05.10 - Buildings and Structures	99
5.05.11 - Subdivisions	99
5.05.12 - Site Improvements, Utilities, and Limitations.....	99
5.05.13 - Manufactured Homes.....	100
5.05.14 - Recreational Vehicles and Park Trailers.....	100
5.05.15 - Tanks	101
5.05.16 - Other Development	101
CHAPTER 6	102
DEVELOPMENT STANDARDS	102
6.00.00 - GENERALLY.....	102
6.00.01 - Applicability	102
6.00.02 - Measurements.....	102
6.00.03 - Compatibility Standards Pertaining to Building Height in All Zoning Districts	104
6.00.04 - Standards Pertaining to Metal Buildings in All Zoning Districts	104
6.01.00 - DEVELOPMENT STANDARDS IN RESIDENTIAL DISTRICTS	104
6.01.01 - Site Development Standards	104
6.01.02 - Residential Design Standards.....	105
6.02.00 - DEVELOPMENT STANDARDS IN MIXED-USE DISTRICTS.....	106

6.02.01 - Site Development Standards	106
6.02.02 - Standards for Mixing Uses on One (1) Lot	106
6.02.03 - Standards for Mixing Uses Within One (1) Building	107
6.02.04 - Site Development Standards for the Downtown Overlay District (DOD)	107
6.02.05 - Site Development Standards for the Foxwood Overlay District (FOD).....	108
6.03.00 - DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS.....	108
6.03.01 - Site Development Standards	108
6.03.02 - Nuisance/Pollution Standards for Industrial Developments	109
6.04.00-6.05.00 - RESERVED	110
6.06.00 - STANDARDS FOR SITE PREPARATION AND IMPROVEMENTS	110
6.06.01 - Site Lighting.....	110
6.07.00 - DESIGN STANDARDS FOR SUBDIVISIONS.....	111
6.08.00 - STANDARDS FOR LANDSCAPE DEVELOPMENT	113
6.08.01 - Intent	113
6.08.02 - Definitions.....	113
6.08.03 - Applicability	113
6.08.04 - Administrative Modifications	114
6.08.05 - Landscape Plan Required	114
6.08.06 - Requirements - Perimeter Landscape	115
6.08.07 – Requirements - Parking Landscape	115
6.08.08 – Requirements - Right-of-Way Landscape Buffer Yard	115
6.08.09 - Protected Trees.....	117
CHAPTER 7	120
ACCESSORY, TEMPORARY, AND SPECIAL USE SITUATIONS	120
7.00.00 - INTENT	120
7.01.00 - ACCESSORY STRUCTURES	120
7.01.01 - Generally.....	120
7.01.02 - Accessory Buildings.....	120
7.01.03 - Fences	121
7.01.04 - Swimming Pools.....	123
7.02.00 - SIGNS.....	123
7.02.01 - Generally.....	123
7.02.02 - Exempt Signs.....	123

7.02.03 - Prohibited Signs	126
7.02.04 - Temporary Signs	126
7.02.05 - Permitted Permanent Accessory Signs	126
7.02.06 - Directional Signs	128
7.02.07 - Signs at Entrances to Residential Developments, Farms and Ranches	128
7.02.08 - Utility Signs	128
7.03.00 - ACCESSORY DWELLINGS	128
7.03.01 - Detached Accessory Dwellings in Residential Zoning Districts	128
7.03.02 - Detached Caretaker/Security Dwellings (Accessory Dwellings) in Specified Nonresidential Zoning Districts	129
7.04.00 - HOME OCCUPATIONS	129
7.05.00 - SUPPLEMENTAL STANDARDS FOR SPECIAL EXCEPTION USES	130
7.05.01 - Generally	130
7.05.02 - Pharmaceutical Sales	131
7.05.03 - Recreational Camps	132
7.05.04 - Recreational Vehicle Parks	133
7.05.05 - Telecommunications Antennae and Towers	134
7.05.06 - Manufactured Home Communities	135
7.05.07 - Food Truck Sites	136
7.05.08 - Townhouses	137
7.06.00 - TEMPORARY USES	138
7.06.01 - Temporary Vendors	138
7.06.02 - Mobile Food Dispensing Vehicles	139
CHAPTER 8	141
STANDARDS FOR TRANSPORTATION, ACCESS, PARKING AND LOADING	141
8.00.00 - PURPOSE AND INTENT	141
8.01.00 - APPLICABILITY	141
8.02.00 - STREETS, VISIBILITY, ACCESS MANAGEMENT, AND RIGHT-OF-WAY PROTECTION	141
8.03.00 - ACCESS MANAGEMENT	142
8.04.00 - STREET ACCESS AND DRIVEWAY DESIGN REQUIREMENTS	142
8.05.00 - BICYCLE AND PEDESTRIAN WAYS	143
8.06.00 - REQUIREMENTS FOR PARKING AND LOADING	144
8.06.01 - Generally	144
8.06.02 - Standards for Parking	145

8.06.03 - Standards for Parking Lot Design.....	147
8.06.04 - Standards for Loading Spaces.....	148
8.06.05 - Standards for Parking Off the Development Site.....	148
8.06.06 - Parking Studies.....	149
8.06.07 - Standards for Stacking Lanes and Drive-Through Facility Lanes	150
8.06.08 - On-Street Parking Area	151
CHAPTER 9	152
VARIATIONS FROM STANDARDS IN THE LDC.....	152
9.00.00 - GENERALLY.....	152
9.00.01 - Waiver of Standards Pertaining to Metal Buildings.....	153
9.01.00 - NONCONFORMING SITUATIONS.....	153
9.01.01 - Generally.....	153
9.01.02 - Types of Nonconformities.....	153
9.01.03 - Continuation of Nonconformities.....	154
9.01.04 - Change of Use	154
9.01.05 - Damage and Restoration of Nonconforming Buildings or Structures	155
9.01.06 - Expansion or Modification of Benign Nonconformities.....	155
9.01.07 - Expansion or Modification of Detrimental Nonconformities	155
9.01.08 - Specific Requirements for Lots of Record.....	156
9.02.00 - VARIANCES.....	156
9.02.01 - Generally.....	156
9.02.02 - Required Findings for a Grant of Variance.....	156
9.02.03 - Procedures for Variances.....	157
9.02.04 - Appeal of Planning and Development Board Decisions	157
9.02.05 - Specific Requirements for Variances Regarding Historic Buildings	157
9.03.00 - APPEALS OF ADMINISTRATIVE DECISIONS	157
9.03.01 - Applicability	157
9.03.02 - Notice of Intent to File an Appeal of an Administrative Decision	158
9.03.03 - Filing an Appeal of an Administrative Decision	158
9.03.04 - Stay of Work	158
9.03.05 - Procedures for Consideration of an Appeal of an Administrative Decision	158
9.03.06 - Appeal of Planning and Development Board Decisions	158

CHAPTER 1 GENERAL ADMINISTRATION

1.00.00 - GENERALLY

1.00.01 - Purpose and Intent

- A. The primary purpose of this Land Development Code (LDC) is implementation of the goals and objectives of the City of Crestview Comprehensive Plan (Comprehensive Plan).
- B. This LDC is further intended to accomplish the following:
 - 1. Protecting, promoting, and improving the public health, safety, comfort, order, appearance, convenience, morals, and general welfare;
 - 2. Guiding and accomplishing coordinated and harmonious development in accordance with the existing and future needs of the City;
 - 3. Conserving the value of land, buildings, and resources, and protecting landowners from potential adverse impacts of proposed developments;
 - 4. Protecting the character and maintaining the stability of residential, business, industrial, recreation, and public areas;
 - 5. Guiding and regulating the growth of the City, concentrating the more intense development in areas of high capability and limiting development in areas of low capability;
 - 6. Directing and controlling the type, distribution, and intensity of development; and
 - 7. Being equitable, in terms of consistency, with established regulation and procedures, respecting the rights of property owners while taking into consideration the interests of all the citizens of the City.

1.01.00 - TITLE

This code shall be known as and entitled the "Crestview Land Development Code" and may be referred to as the "LDC."

1.02.00 - AUTHORITY AND JURISDICTION

- A. This LDC is enacted pursuant to the requirements and authority of Chapter 163, Part II, F.S., and Chapter 166, F.S.
- B. The lands subject to this chapter shall include all area within the corporate limits of the city (and, as applicable, any areas to which the city provides municipal services).

1.03.00 - APPLICABILITY

1.03.01 - Generally

Except as otherwise provided in this LDC:

- A. The use of any parcel of land, or any structure, or any combination thereof, within the corporate limits of the City shall be in conformance with the requirements of this LDC.
- B. All development shall conform to the standards, criteria, requirements, and procedures of this LDC.
- C. This chapter is not intended to repeal, abrogate or interfere with any existing easements, covenants or deed restrictions duly recorded in the public records of the city or the county.

1.03.02 - Exceptions

Previously approved projects that are identified as exempt from the provisions of this LDC are exempt only to the extent of the previous approval and are exempt from the provisions of this LDC only to the extent that such provisions are inconsistent with the prior, unexpired approval. Specific requirements regarding existing, valid development orders and permits are set forth in the appropriate chapters.

1.04.00 - ADMINISTRATIVE RESPONSIBILITY FOR IMPLEMENTATION

(Refer to Chapter 3, 3.03.00 - Administrative Decisions Makers and Enforcement Officers, for further and more specific information pertaining to these and other positions.)

1.04.01 - City Manager

The City Manager is the chief administrative official of the City (see the Crestview Code of Ordinances). For the purposes of this LDC, the City Manager is assigned to administer, interpret, and implement the standards, criteria, and procedures of this LDC where the Community Development Services Director or other specific staff position within the City has not been designated for such action.

1.04.02 - Community Development Services Director

The Community Development Services Director, or assignee, is the City staff person designated to issue development orders for expedited development, approve compliance reports, authorize administrative waivers, and other actions required for implementation of this LDC as specifically designated by the Community Development Services Director. The Community Development Services Director shall be responsible for agendas for boards identified in Chapter 3.

1.05.00 - INTERPRETATIONS

1.05.01 - Generally

- A. In interpreting and applying the provisions of this LDC, the provisions shall be held to be the minimum requirements for the promotion of the public health, safety, morals, and general welfare of the community.
- B. In the interpretation and application of this LDC, all standards, provisions, and requirements shall be liberally construed in favor of the objectives and purposes of the City and shall not be construed to limit or repeal any other powers granted to the City under State law.
- C. It is not intended by this LDC to interfere with, abrogate, or annul any easement, covenant, or other agreement between parties.
- D. Specific provisions of this LDC shall be followed in lieu of general provisions that may be in conflict with the specific provision.
- E. Where provisions of this LDC conflict with other regulations, the more stringent restrictions shall be applied.
- F. Where written text and illustrations are in conflict, the written text shall govern.
- G. Where necessary, the Community Development Services Director may at his or her sole discretion ameliorate decisions based on elements of this chapter that are determined to significantly hinder development that is consistent with the purpose and intent of this chapter.

1.05.02 - Responsibility for Interpretation

- A. In the event that any question arises concerning the application of regulations, standards, definitions, development criteria, or any other provision of this LDC, the Community Development Services Director shall be responsible for interpretation. In the interpretation of this LDC, the Community Development Services Director shall be guided by the requirements of the Comprehensive Plan.
- B. Responsibility for interpretation by the Community Development Services Director shall be limited to standards, regulations, and requirements of this LDC, and shall not be construed to include interpretation of any technical codes adopted by reference in this LDC. Interpretation shall not be construed to override the responsibilities given to any commission, board, or official named in other sections or chapters of this LDC.

1.05.03 - Rules for Interpretation of Boundaries

Where uncertainty exists as to the boundaries of any district shown on the official zoning map, the rules set forth in this section shall apply.

- A. Where such district boundaries are indicated as approximately following section or quarter section lines, street lines, alley lines, or lot lines, such lines shall be construed to be such boundaries.
- B. In unsubdivided property or where a district boundary divides a lot, the location of such boundary, unless the boundary is indicated by dimensions, shall be determined by use of the scale appearing on the official zoning map.

- C. Where a district boundary divides the area of a lot unequally, the district classification and regulations of the larger portion shall apply to the remaining smaller portion of the lot.
- D. Where any public street or alley is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to that portion of such street or alley added thereto by virtue of such vacation or abandonment.
- E. In case any further uncertainty exists, the City Council shall interpret the intent of the official zoning map as to the location of such boundaries.

1.05.04 - Rules of Construction

The rules of construction set forth in the Crestview Engineering Standards Manual shall apply to the provisions set forth in this LDC.

1.05.05 - Days; Computation of Time

Throughout this LDC, "day" or "days" means calendar days, except where business days are specifically identified. The method required for the computation of time shall be as set forth in the Crestview Code of Ordinances.

1.06.00 - BOARDS

1.06.01 - Generally

- A. The City Council has established the boards identified in this chapter for the purpose of implementing the provisions of this LDC.
- B. All procedures pertaining to matters before the boards are set forth in the appropriate chapters of this LDC.
- C. The City Clerk shall maintain records for all boards and requirements listed in this Chapter.

1.06.02 - Requirements for All Boards

- A. The City Council shall make appointments to boards identified in this chapter, based on the eligibility and board composition requirements, if any, set forth for each board.
 - 1. Specific rules for each board can be found in Chapter 3 - Administrative Procedures.
- B. The City Council shall have authority to revoke any appointment for reasonable cause, including but not limited to, failure to be a resident or qualified elector of the City, conviction of a felony, or conviction of an offense involving moral turpitude while in office.
- C. Absences. The City Council shall revoke the appointment of any board member who fails, without good cause, to attend three (3) consecutive regular board meetings, or a total of four (4) regular meetings or special meetings within any twelve (12) month period. The City Clerk shall determine whether an absence is excused.
- D. Officers.
 - 1. At the last regular meeting of each fiscal year, each board shall elect a chairperson and vice chairperson, both of whom shall serve for the subsequent calendar year.
 - 2. Officers may serve up to two (2) consecutive one (1) year terms.
 - 3. When the chairperson departs, an election shall be held at the next meeting of the board to elect a new chairperson who shall serve for the remainder of the calendar year.
 - 4. The chairman shall be responsible for procedures of meetings and hearings and shall take such action as may be necessary to preserve order and the integrity of all proceedings.
 - 5. The vice Chairperson shall act as Chairperson in the absence of the Chairperson.
- E. Meetings, hearings, and workshops.
 - 1. Each board shall establish a regular meeting day, time, and place.
 - 2. Special meetings and workshops may be called by the Chairperson or upon the majority vote of members at a regular meeting.
 - 3. When required, a public hearing may be held during a regular or special meeting, provided that notice has been given in accordance with the requirements set forth in the appropriate section of this code or State Statute.
 - 4. When a public hearing is a quasi-judicial hearing, the hearing shall comply with the requirements set forth in the appropriate section or State Statute.

- 5. If there is no business scheduled for a regular meeting prior to the deadline for applications, the Chairperson may cancel the regularly scheduled meeting.
- F. Rules of procedure. A board shall take actions and transact business in conformity with the provisions of applicable State law. A board may adopt additional rules of procedure as needed.
- G. Records.
 - 1. Any decision made by a board shall be recorded and entered into the minutes of the meeting or hearing.
 - 2. All records shall be public records as set forth by applicable State law.
 - 3. A board shall keep a record of minutes of meetings and decisions, including recommendations, resolutions, findings, and determinations.
- H. The City Clerk shall be responsible for support to boards, including making a record of meetings, providing required notices, providing notices of vacancies to the City Council, providing notices of absences per Section 1.06.02.C, and other such support as may be required for the appropriate conduct of board business.
- I. Compensation. All board members serve without compensation. However, where travel is required by the City Council, travel expenses shall be paid in accordance with City policy for travel reimbursement.

1.07.00 - DOCUMENTS REFERENCED

The City shall annually publish a list of documents, codes, and manuals which are adopted for regulation of development within the City in addition to this LDC.

CHAPTER 2 ACRONYMS AND DEFINITIONS

2.00.00 – GENERAL

Words used in this Land Development Code (LDC) shall be construed according to the common meaning as defined in a standard dictionary, such as the Merriam-Webster Collegiate Dictionary, or other source, such as The Florida Building Code, or the Florida Statutes. Words not defined shall be given their common and ordinary meaning.

For the purpose of this LDC the following terms, phrases, words, abbreviations and their derivations shall have the following meaning herein given.

When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

The word "shall" is always mandatory and not merely directory.

2.01.00 – ACRONYMS

The following are the most common acronyms used throughout the LDC.

ADA	Americans with Disabilities Act
CRA	Community Redevelopment Agency
DBH (dbh)	Diameter at breast height
DOD	Downtown Overlay District
DO	Development order
DRI	Development of regional impact
EPA	Environmental Protection Agency
ERP	Environmental Resource Permit
FAA	Federal Aviation Administration
FAC	Florida Administrative Code
FBC	Florida Building Code
FCC	Federal Communications Commission
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FLUM	Future Land Use Map
FS	Florida Statutes
ITE	Institute of Transportation Engineers
LDC	Land development code
LOS	Level of service
NEC	National Electric Code
NGVD	National Geodetic Vertical Datum
PUD	Planned Unit Development
ROW	Right-of-way
USACOE	United States Army Corps of Engineers

2.02.00 – DEFINITIONS

Abut - To physically touch or border upon, or to share a common property line.

Access - A way or means of vehicular or pedestrian approach to provide physical entrance to a property.

Accessory Dwelling - A secondary dwelling unit established in conjunction with and clearly subordinate to a principle dwelling, whether part of the same structure as the principle dwelling or a detached dwelling. Accessory dwellings may be called helpers quarters, guest quarters, mother-in-law suites, granny flats, or other similar terms, all having the same meaning as "accessory dwelling."

Accessory Sign - A permanent ground or building sign that is permitted under this Code as incidental to an existing or proposed use of land. Accessory signs advertise only the business located on the premises and is synonymous with the term on-site signs.

Accessory Use or Building - A subordinate use or building customarily incidental to the principle building or use and which is on the same lot or parcel of ground as the principle building or use.

Accessway - The principal means of ingress and egress to a parcel of land from a public right-of-way.

Addition (to an Existing Building) - Any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common loadbearing wall other than a firewall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter loadbearing walls is new construction.

Adjacent to A Protected Environmentally Sensitive Area - Any location within 500 feet of the boundary of any protected environmentally sensitive area, whether the location is on or off the development site.

Administrative Permit - Official city document which is issued after the effective date of this chapter which authorizes the commencement of construction or land alteration without need for further application and approval. Administrative permits include all types of construction permits.

Adult Congregate Living Facility - A type of residential care facility, defined in F.S. Chapter 400.

~~**Adverse Effects** - Any modifications, alterations, or effects on waters, associated wetlands, or shore lands, including their quality, quantity, hydrology, surface area, species composition, or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety or property, to biological productivity, diversity, or stability or which unreasonably interfere with the reasonable use of property, including outdoor recreation. The term includes secondary and cumulative as well as direct impacts.~~

~~**Adversely Affected Person** - Any person who is suffering or will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including but not limited to: interests related to health and safety; police and fire protection services; densities or intensities of development; transportation facilities; recreational facilities, equipment, or services; and environmental or natural resources. The alleged adverse effect may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons.~~

Advertising - Sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

Agricultural Activity - Any farming and forestry operation affecting land or waters such as site preparation, clearing, fencing, contouring, soil preparation, plowing, planting, harvesting, construction of access roads, extraction of stumps and submerged logs, and placement of bridges and culverts.

Alter or Alteration - Work done on a stormwater management system other than that necessary to maintain the system's original design and function.

Alteration of a Watercourse - A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

~~**Alternative Site**—One or more separate locations within the search ring at which a provider could place its antenna to serve substantially all of the area intended to be served by the site requiring special exception. Alternative sites must be available to the provider on commercially reasonable terms.~~

Anchor or Anchored - As defined in the Florida Building Code

~~**Animated Sign**—A sign that flashes or moves or otherwise changes at intervals more frequently than once each six (6) seconds.~~

Antenna - Any exterior apparatus designed for the sending and/or receiving of electromagnetic waves for telephonic, radio, television, or personal wireless services.

Appeal - A request for a review of an interpretation from staff by the appropriate party of any provisions of this LDC

Applicant - The person(s) filing the application, the representative of the person(s) filing the application, or the attorney representing the person(s) filing the application.

Application - The application form and supporting documents and, where the context so requires, the variance requested by the application, or special exception required by the application, or the administrative action or interpretation being reviewed by the application.

Appurtenant Structure - A structure which is on the same parcel of property as the principal structure to be insured under the federal flood insurance program and where the use is incidental to the use of the principal structure.

Aquifer - An underground formation, group of formations, or part of a formation that is permeable enough to transmit, store or yield usable quantities of water.

Archaeological Site - A property or location which has yielded or may yield information on the city's and local area's history or prehistory. Archaeological sites are evidenced by the presence of artifacts and features indicating the past use of a location by people.

~~**Architectural Planter**—A permanent container within which plantings may be placed to meet the requirements of this article.~~

~~**Area of Shallow Flooding**—A designated AO or VO zone on a community's flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.~~

Area of Special Flood Hazard - The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Arena or Auditorium or Stadium - An open, partially enclosed or fully enclosed facility primarily used or intended for commercial spectator sports or entertainment. Typical uses include convention and exhibition halls, sports arenas, and amphitheaters.

Artisan Studio - A workplace for a person skilled in an applied art.

As-Built Plans - The amended site development plans specifying the locations, dimensions, elevations, capacities and capabilities of structures or facilities as they have been constructed.

ASCE-24 - A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE-24 is developed and published by the American Society of Civil Engineers, Reston, VA.

~~**Associated Wetlands**—Any wetland that is adjacent or contiguous to waters, or which has a direct hydrologic connection to waters.~~

Awning Sign - Any sign attached to, in any manner, or otherwise made a part of any awning or awning-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Banner Sign - A sign constructed of cloth, paper, or other non-rigid material, with or without frames, and secured at both ends. Flags are not banners.

Base Flood - A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base Flood Elevation - The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement - The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

~~**Bench Sign** - Any sign painted on or attached to a bench.~~

Beneficial Functions of a Protected Environmentally Sensitive Area - Those functions, described in the conservation element of the comprehensive plan, that justify designating an area as environmentally sensitive.

Board - Any group established by the City Council for the purposes of implementing the provisions of this LDC, as per the provisions of section 1.06.00.

Breakaway Wall - A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

Buffer Area - The terms "buffer area," "buffer yard" "buffer zone" and "buffer strip" are synonymous to each other as utilized within this [article LDC](#). It is the designated area between different zoning districts.

Building - Any structure built for support, shelter, or enclosure for any occupancy or storage.

Building Face - The furthest extent of any exterior wall of a building

Building Line - The line marking the furthest extent of any extension of each building face

Building Official - The officer or other designated authority charged with the administration and enforcement of the Florida Building Code, or a duly authorized representative. [Also defined in FBC, B, Section 1612.2.]

Building Permit - An official document or certificate issued by the community which authorizes performance of specific activities that are determined to be compliant with the Florida Building Code.

Building Sign - A sign displayed upon or attached to any part of the exterior of a building which projects no more than 12 inches from the building wall to which there are attached, including walls, windows, doors, parapets, marquees, and roof slopes of greater than 45 degrees that form a side of a building or unit.

~~**Canopy Sign** - Any message or copy incorporated into or affixed to a canopy attached to a building or walkway.~~

Capital Improvement - Land acquisition, right-of-way acquisition, site improvements, engineering fees, permitting fees, building and equipment, but excludes maintenance and operation.

Chairman - The chairperson of any board as elected by the board, as per the provisions in section 1.06.00

Changeable Copy Sign - A sign that is designed so that characters, letters, or illustrations can be changed or rearranged without altering the face or the surface of the sign.

Clearing - The removal of trees and brush from a substantial part of the land but shall not include mowing of grass.

Code - The Codified Ordinances of the City of Crestview, Florida, unless otherwise designated.

Commercial Vehicle - Any vehicle whether motor-driven or towed, and used constructed or equipped for the transportation of goods, wares, merchandise, tools, or equipment in the trade, commerce or industry. The following vehicles shall be excluded from the effect of this LDC: Passenger vehicles including station wagons, SUVs, and vehicles constructed for recreational purposes or other non commercial purposes, vehicles used by governmental agencies for official business, and vehicles which are or may be required to be similarly identified by State or Federal law

Commercially Developed Parcel - A parcel of property on which there is at least one walled and roofed structure used, or designed to be used, for other than residential or agricultural purposes.

~~**Commissary** - A public food service establishment licensed by the division or a food establishment permitted by the department of agriculture and consumer services, which is utilized by a mobile food dispensing vehicle for the purpose of providing all required support services, including potable water and wastewater disposal that are not available on the mobile food dispensing vehicle. (61-C-0001 FAC.)~~

Common Open Space - An area of land, or an area of water, or combination of land and water within the area of a subdivision which is designed and intended for the use or enjoyment by residents of the subdivision in common. Common open space may contain such recreation structures and improvements as are desirable and appropriate for the common benefit and enjoyment of residents of the subdivision.

Comprehensive Plan - An ordinance adopted pursuant to the Florida Growth Management Act to manage development and growth of the city.

Computations of Area of Individual Signs - The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by the area of the smallest square, circle, rectangle, triangle, or geometric figure that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display, or used to differentiate the sign from the backdrop or structure against which it is placed, also including any supporting framework, bracing, decorative fence, or wall. Integral decorative or architectural features of buildings and structures shall not be considered in the computation of the area of the individual sign.

Computations of Area of Multifaced Signs - The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any vantage point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any one point at the same time, and when such sign faces are part of the same structure, the sign area shall be computed by the measurement of one of the faces.

Concurrency - A condition where specified facilities and services have or will have the necessary capacity to meet the adopted level of service standard at the time of impact of the development project.

Conditional Letter of Map Revision (CLOMR) - A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Copy - The linguistic or graphic content of a sign.

Corner Lot - A lot abutting upon two (2) or more streets at a street intersection, or abutting upon two (2) adjoining and deflected lines of the same street and thereby forming an interior angle of less than 135 degrees.

~~**Cottage Industry** - The creation or assembly of products in a home-based setting rather than a factory.~~

CRA - Community Redevelopment Agency

Cross-Access - A vehicular and/or pedestrian connection between abutting properties which permits the exchange of trips between the two adjacent sites without the need to use the public street system.

Crown - The main point of branching or foliage of a tree or plant.

Crown Spread - The distance measured across the greatest diameter of a plant.

Cultural or Historic Resource - Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value. The properties may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof relating to the history, government, and culture of the city, the state, or the nation.

DBH - Diameter at breast height. "Breast height" is defined to be 54 inches above the surface of the ground at the base of the plant or tree. In the case of a tree with multiple main stems, the diameter shall be the sum of the diameters of the stems.

De Minimis - A matter so minor as to be disregarded.

Dedication - The deliberate appropriation of land by its owner for any general and public use, reserving to such owner no other rights than such as are compatible with the full exercise and enjoyment of the public use to which the property has been devoted.

Demolition - The tearing down or razing of 25 percent or more of a structure's external walls.

Density or Gross Density - The total number of dwelling units by the total site area, less the public right-of-way.

Design Flood - The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design Flood Elevation - The elevation of the "design flood," including wave height, relative to the datum specified on the City's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

Detention - The collection and storage of surface water for subsequent controlled discharge at a rate which is less than the rate of inflow.

Developed Area - The portion of a plot or parcel of land, excluding public right-of-way, upon which a building, structure, pavement, landscape material, or other improvements have been placed.

Developer - Any person, excluding the city and its agencies, who engages in or proposes to engage in a development activity either as the owner or as the agent of an owner of property.

Development - Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Development Agreement - A document complying with the requirements of Section 163.3220-.3243, F.S.

Development of Regional Impact - Development that impacts on infrastructure, concurrency, the environment or other considerations beyond the political jurisdiction in which development occurs.

Development or Development Activity - The following list are a variety of examples showing the scope and intention of this definition. This list is not exhaustive and is intended to be examples of scope:

1. Construction, clearing, filling, excavating, grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.
2. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials.
3. Subdividing land into two or more parcels.
4. A tree removal for which authorization is required under this chapter.
5. Erection of a permanent sign unless expressly exempted by this chapter.
6. Alteration of a historic property for which authorization is required under this chapter.
7. Changing the use of a site so that the need for parking is increased.
8. Construction, elimination or alteration of a driveway onto a public street.

Development Order - Development order means, after the effective date of this chapter, the final authorization of a development project, the authorization which must be granted prior to issuance of a administrative permit as defined for purposes of this chapter. The development order authorizes the project, whereas the administrative permit authorizes specific components of the project, such as building construction, parking lot installation, landscaping, and the like. For purposes of this chapter the development plan approval is the development order.

Direct Hydrologic Connection - A surface water connection which, under normal hydrological conditions, occurs on an average of thirty (30) or more consecutive days per year. In the absence of reliable hydrologic records, a continuum of wetlands may be used to establish a direct hydrologic connection.

Directional Sign - A sign located on premises to identify exits, entrances, driveways, or off-street parking.

Discharge or Discharge Point - The point of outflow of water from a project, site, aquifer, drainage basin, or facility.

District - A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, objects, or areas, which are united historically or aesthetically by plan or physical development. A district may be comprised of individual resources which are separated geographically but are linked by association or history.

~~**Division** - The Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulations.~~

Double Frontage Lot - A lot having two (2) non-adjoining property lines abutting upon a street.

Drainage - Surface water runoff; the removal of surface water or groundwater from land by drains, grading or other means which include runoff controls.

Drip Line - The outer perimeter of the crown of a plant or tree.

Dwelling Unit - A single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Dwelling, Duplex - A single building containing two (2) contiguous and independent dwelling units separated by a common wall and sharing a common roof and foundation.

Dwelling, Multiple Family - A structure containing three (3) or more dwelling units attached to each other by walls, garages, carports, utility rooms, breezeways, etc. or conventional dwelling units, whether attached or detached from each other, which share a single deeded lot. Each dwelling unit of the multiple family structures may be located on one (1) deeded lot or may be on separately deeded lots. Multifamily dwellings include structures commonly called garden apartments, apartments, and condominiums.

Dwelling, Single-Family - A structure containing a single dwelling unit, detached from other dwelling units by horizontal or vertical space with no connection provided by walls, garages, carports, utility rooms, breezeways, etc.

Easement - An interest in land owned by another which entitles its holder to a specific use or enjoyment.

Electric Sign - Any sign containing electric wiring.

Elevated Building - A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls, or breakaway walls.

Elevation (Geography) - Vertical distance to a point or object from sea level or some other datum, as specified within the LDC.

Elevation (Structures) - A drawing showing the vertical elements of a building, either exterior or interior, as a direct projection to a vertical plane.

Encroachment - The advancement or infringement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Erect a Sign - To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish; but it shall not include any of the foregoing activities when performed as an incident to the change of message, or routine maintenance.

ERU (Sewer) - Equivalent residential unit of sewer usage

ERU (Water) - Equivalent residential unit of potable water usage

Ex Parte - An oral and/or written communication with a decision-maker regarding an application for development approval which occurred prior to the quasi-judicial hearing at which the decision-maker is to consider such application. An ex parte communication includes a private site visit to the property that is the subject of the application for development approval.

Existing - The average condition immediately before development or redevelopment commences.

Existing Building and Existing Structure - Any buildings and structures for which the "start of construction" commenced before July 27, 1976. [Also defined in FBC, B, Section 1612.2.]

Existing Construction - Any structure for which the start of construction commenced before enactment of this article which establishes the area of special flood hazard.

Existing Manufactured Home Park or Subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 27, 1976.

Expansion to an Existing Manufactured Home Park or Subdivision - The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Facade - That portion of a building encompassing the area extending in a generally vertical plane from the ground to the highest point of the building, marquee, or canopy and extending in a horizontal plane between the vertical ends of the structure.

Facade Area - The area within a two-dimensional geometric figure coinciding with the edges of the walls, windows, doors, parapets, marquees and roof slopes of greater than 45 degrees that form a side of a building or unit. Except roof slopes of greater than 45 degrees that are above a roof slope of less than 45 degrees and form the roofline of the building shall not be considered as a facade area.

Farmers Market - A group of vendors principally involved in the sale of locally produced and grown fruits, vegetables, meats, prepared foods, and art and crafts.

~~**Feepayer** - A person who is obligated to remit or who has remitted all, or a portion of the impact fee described herein.~~

Finished Floor Elevation - The top of a floor surface of an enclosed area in a building (including basement) i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction measured from the mean sea level.

Flag - A sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two (2) corners.

Flood Damage-Resistant Materials - Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood Hazard Area - The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Hazard Boundary Map (FHBM) - An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as zone A.

Flood Insurance Rate Map (FIRM) - The official map of the City on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the City. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS) - The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Flood or Flooding - A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Floodplain - Land which will be inundated by floods known to have occurred or reasonably characteristic of what can be expected to occur from the overflow of inland or tidal waters and the accumulation of runoff of surface waters from rainfall.

Floodplain Administrator - The office or position designated and charged with the administration and enforcement of the provisions of Section 5.05.00 of this LDC (may be referred to as the Development Administrator).

Floodplain Development Permit or Approval - An official document or certificate issued by the City, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with Section 5.05.00 of this LDC.

Floodway - The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Also defined in FBC, B, Section 1612.2.]

Floodway Encroachment Analysis - An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Floor - The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor Area Ratio (FAR) - A measurement of the intensity of development on a site. The floor area ratio is the relationship between the total floor area of all buildings on a site and the gross site area. The FAR is calculated by adding together the floor areas of all floors except mechanical areas and parking areas and dividing this total by the gross site area. FAR = Total building floor area divided by total lot area.

Florida Building Code - The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

~~**Food Code** - This term as used in chapters 61C-1, 61C-3 and 61C-4, F.A.C., means paragraph 1-201.10(B), chapter 2, chapter 3, chapter 4, chapter 5, chapter 6, chapter 7, and sections 8-103.11 and 8-103.12 of the Food Code, 2009 Recommendations of the United States Public Health Service/Food and Drug Administration including Annex 3: Public Health Reasons/Administrative Guidelines; Annex 5: Conducting Risk-based Inspections, herein adopted by reference. A copy of the food code, as adopted by the division, is available on the division's Internet website www.MyFloridaLicense.com/dbpr/hr. A copy of the entire Food Code is available on the U.S. Food and Drug Administration Internet website. Printed copies of the entire food code are available through the National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312.~~

~~**Food Establishment** - As utilized in the Food Code, this term shall apply to public lodging establishments and food service establishments as defined in F.S. Chapter 509, according to the context of the applicable rule language.~~

Foundation - The site built supporting parts upon which the manufactured home is placed, whether constructed to encompass the perimeter of the home or in the form of piers and including all exterior materials required to physically screen, veneer or shield.

Frontage - The length of the property line of any one (1) premises parallel to and along a public right-of-way, excluding alleyways.

Functionally Dependent Facility - A facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking facility or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Functionally Dependent Use - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

~~**Governmental Sign** - A sign that directs and guides traffic to include signs for announcing government-related facilities, activities, and public service announcements.~~

Grade - The established average level of ground exclusive of mounds and berms.

Gross Acreage - The total number of acres within the perimeter boundaries of a development site.

Gross Density or Density - The total number of dwelling units divided by the total site area, less public right-of-way.

Gross Floor Area - The floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.

Ground Cover - Natural mulch or low-growing plants other than deciduous varieties installed to form a continuous cover over the ground.

Ground Sign - A sign that is supported by one (1) or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building.

Groundwater - Water beneath the surface of the ground whether or not flowing through known and definite channels.

~~**Harmful to Minors** - With regard to sign content, any description or representation, in whatever form, of nudity, sexual conduct or sexual excitement, when it:~~

- ~~1- Predominately appeals to the prurient, shameful or morbid interest of minors in sex;~~
- ~~2- Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors;~~
- ~~3- Taken as a whole, lacks serious literary, artistic, political or scientific value.~~

~~The term "harmful to minors" shall also include any non-erotic word or picture when it is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable for viewing by minors; and taken as a whole, lacks serious literary, artistic, political or scientific value.~~

Highest Adjacent Grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic Resource - Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, engineering works,

architectural interiors, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the City.

Historic Structure - Any structure:

1. That is listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Historical Site - Any place, building, or district of historical, architectural or archaeological significance or value which has been officially identified in the National Register of Historic Places, or by the State Division of Archives, History and Records Management or by the City.

~~**Illegal Sign** - Any sign not conforming to or provided an exception by this article.~~

Illuminated Sign - A sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights, and backlighting and shall also include signs with reflectors that depend upon automobile headlights for an image.

Impact Fee - A fee levied for development to help defray costs associated with the impact of development upon existing services.

Impervious Surface - A surface which has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. The term includes most conventionally surfaced streets, roofs, sidewalks, parking lots, and similar structures.

Improvement - Any manmade, immovable item which becomes part of, is placed upon, or is affixed to real estate.

Interior Area - The entire parcel to be developed, exclusive of the front perimeter landscape area.

Interstate Highway I-10 Corridor Sign - A sign constructed within 1,000 feet of the nearest edge of the right-of-way of Interstate I-10.

~~**Itinerant Vending Operations** - A term used that generally refers to the itinerant vending categories as a whole, with respect to certain site requirements or components of an itinerant vending use.~~

~~**Itinerant Vendor** - Any and all persons, firms and corporations, as well as their agents and employees, who engage in the temporary and/or transient business which offers services, merchandise, wares, goods, and/or other articles for purchase from one or more stationary or mobile locations and who, for the purpose of carrying on such business may rent, lease, hire, or otherwise occupy a space in any building, structure or occupy any area on a lot or parcel of land or who occupies a vehicle, self-propelled or otherwise, through which any services, merchandise, wares, goods, and/or other articles, may be traded, bartered, sold, offered for sale, or exhibited for sale within the city.~~

~~**Junkyard** - Premises or portions thereof used for the storage or sale of used and discarded materials, including but not limited to paper, rags, metal, building materials, appliances, household furnishings, machinery, vehicles, equipment, or parts thereof. The storage for a period of two or more months of two or more wrecked or partly dismantled motor vehicles, parts of dismantled motor vehicles, or the sale of parts thereof, not capable of or not intended to be restored to highway operating condition shall also constitute a junkyard. For the purposes of this chapter, such uses as automobile reclaiming businesses, automotive wrecking businesses, automotive salvage businesses and recycling centers shall be considered junkyards.~~

Labor Intensive Transportation - Signage, striping of roadways, installation of sidewalks, recreational or bicycle lanes, sidewalk ramps and other facilities designed for the handicapped, or to otherwise provide safe and convenient nonmotorized traffic circulation in conjunction with motorized traffic.

Land - The earth, water, air, above, below, or on the surface.

Land Development Regulations - Any ordinance, foundation documents, rules and regulations adopted to carry out the goals, objectives and policies of the comprehensive plan.

~~**Landmark** - A building, structure, or location of architectural, archaeological, or historic significance to Crestview and which meets one (1) or more of the criteria for designation. A landmark may include an historical site which was the location of a significant historical event. References to landmarks shall include any or all designated landmarks, landmark sites, and archaeological sites.~~

Landowner - The legal or beneficial owner or owners of land

Landscape Plan - The placement of landscape material including, but not limited to, trees, shrubs, vines, lawn grass, ground cover, landscape water features, and nonliving durable material commonly used in landscaping, including, but not limited to, rocks, pebbles, sand, landscape fabric, brick pavers, earthen mounds, but excluding impervious surfaces for vehicular use. ~~Fifty percent of such area shall be living material.~~

Legal Advisor - The city attorney or other attorney appointed by the city council to serve in the capacity of legal advisor to the Board of Adjustment of the City of Crestview.

Letter of Map Amendment (LOMA) - An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Change (LOMC) - An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Revision (LOMR) - A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F) - A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the City's floodplain management regulations.

~~**Light Duty Truck** - As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicle Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:~~

- ~~1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or~~
- ~~2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or~~
- ~~3. Available with special features enabling off street or off highway operation and use.~~

~~**Living Unit** - Any temporary or permanent unit utilized for human habitation.~~

Lot - The latest fractional part of subdivided lands having limited fixed boundaries, and an assigned number, letter, or other name through which it may be identified. The word "lot" shall include the words "property", "plot," "parcel," or "tract."

Lot Depth - The distance measured in a mean direction of the side lines of the lot from the midpoint of the front line to the midpoint of the opposite rear line of the lot.

Lot, Interior - A lot other than a corner lot, and abutting one (1) street. Alleys shall not be considered as streets.

Lot Line - A line that marks the boundary of a lot.

Lot Line, Front - Any lot line that abuts a public right of way

Lot Line, Side - Any lot line that intersects a front lot line

Lot Line, Rear - Any lot line that is not a front or side lot line

Lot Width - The horizontal distance between the side lot lines measured at the median point between the foremost point and the rearmost point of the side lot lines.

Lowest Floor - The floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Macro Telecommunications Facilities - Those which are located on existing buildings, poles or other existing support structures and which project more than three feet above the top of the structure but no more than ten feet above the roof line, parapet or top of the structure. Macro telecommunication facilities may exceed the height limitation specified for the zoning district.

Maintenance - Action taken to restore or preserve the original design and function of any development or improvement

Major Arterial - U.S. Highway 90 and S.H. 85, within the city limits.

~~**Major Deviation** - A deviation other than a minor deviation from a final development plan.~~

Manufactured Home - A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured Home Park or Subdivision - A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Manufactured Housing - A structure having the following features or characteristics, which is:

1. Mass-produced in a factory;
2. Designed and constructed for transportation to a site for installation and use when connected to required utilities;
3. Either an independent, individual building or a module for combination with other elements to form a building on the site.

Manufactured/Modular Building - A structure fabricated in an offsite manufacturing facility for installation or assembly as a finished building or as part of a finished building on the building site. This shall include, but not be limited to, residential, commercial, institutional, storage and industrial structures. The building must bear an insignia of approval certifying that it is built in compliance with the requirements of the Florida Manufactured Building Act of 1979.

Market Value - The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used herein, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Marquee - A structure projecting from and supported by a building which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance or other pedestrian way.

Message - Any wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other activity.

~~**Micro Irrigation (Low Volume)** - The frequent application of small quantities of water directly on or below the soil surface, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along the water delivery~~

~~pipes (laterals). Micro irrigation encompasses a number of methods or concepts including drip, subsurfaces, bubbler, and spray irrigation, previously referred to as trickle, low volume, or low flow irrigation.~~

~~**Micro Telecommunications Facilities**—Those which are located on existing buildings, poles or other existing support structures where antennae do not project more than three feet above the top of the structure and there are no more than six antennae per site.~~

Minor Deviation - A deviation from a final development plan that falls within the following limits and that is necessary in light of technical or engineering considerations first discovered during actual development and not reasonably anticipated during the initial approval process:

1. Alteration of the location of any road, walkway, landscaping or structure by not more than five feet.
2. Reduction of the total amount of open space by not more than five percent, or reduction of the yard area or open space associated with any single structure by not more than five percent; provided that such reduction does not permit the required yard area or open space to be less than that required by this code.

~~**Minor Subdivision/Replat**—The subdivision of a single lot or parcel of land into two lots or parcels or the subdivision of a parcel into two or more lots solely for the purpose of increasing the area of two or more adjacent lots or parcels of land, where there is no roadway, drainage or other required improvements, and where the resultant lots comply with the standards of this code.~~

~~**Mobile Food Dispensing Vehicle**—Any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.~~

~~**Mobile Food Vendor**—Any itinerant vendor, which travels by self-propelled or non-self-propelled vehicle, trailer, wagon, or any other conveyance, from place to place, or from street to street, carrying, conveying or transporting edible goods, such as meats, fish, vegetables, fruit, or other, which are sold, offered for sale, and/or exhibited for sale. The term mobile food vendor includes but is not limited to the terms lunch wagon, cart, ice cream truck, mobile food truck and others.~~

Mobile Home - A structure fabricated prior to June 15, 1976, and transportable in one (1) or more sections, which is eight (8) feet or more in width and which is built on an integral chassis and designed to be used as a one-family dwelling when connected to the required utilities.

Monopole Tower - A telecommunications tower consisting of a single pole, constructed without guy wires or ground anchors.

Monument Sign - A sign, which is attached to a self-supporting structure and is not attached or affixed in any way to a building or other structure.

~~**Multifamily Dwelling**—any residential structure containing two or more separate dwelling units.~~

Multiple-Occupancy Complex - a commercial use, i.e., any use other than residential or agricultural, consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant.

National Geodetic Vertical Datum (NGVD) (As Corrected In 1929) - A vertical control used as a reference for establishing varying elevation within the floodplain.

~~**Natural Systems**—Systems which predominantly consist of or are used by those communities of plants, animals, bacteria and other flora and fauna which occur indigenously on the land, in the soil or in the water.~~

Net Acreage - The total number of acres within the perimeter boundaries of a PUD excluding areas devoted to streets, rights-of-way, easements, lakes, public and private open space and recreation areas.

New Construction - For the purposes of administration of Section 5.05.00 and the Florida Building Code, structures for which the "start of construction" commenced on or after July 27, 1976, and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 27, 1976.

Nonresidential - Any building or structure or portion thereof that is not classified residential in accordance with the Florida Building Code, Building (Residential Group R or Institutional Group I) and ASCE 24. [Also see definition in ASCE 24.]

Object - A material thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature of design, movable, yet related to a specific setting or environment.

Occupant (Occupancy) - A commercial use, i.e., any use other than residential or agricultural.

Ordinary Maintenance - Work which does not require a construction permit and that is done to repair damage or to prevent deterioration or decay of a building or structure or part thereof as nearly as practicable to its condition prior to the damage, deterioration, or decay.

~~**Original Appearance**—The appearance (except for color) which, to the satisfaction of the director (preservation planner), closely resembles the appearance of either (1) the feature on the building as it was originally built or was likely to have been built, or (2) the feature on the building as it presently exists so long as the present appearance is appropriate, in the opinion of the planning director, to the style and materials of the building.~~

~~**Outdoor Advertising Sign**—A permanent ground sign meeting the structural requirements of the Florida Building Code, attached to which is a sign face the bottom of which is at least 20 feet above the ground, and which is at least 200 square feet in size. Outdoor advertising signs advertise businesses not located on the premises and is synonymous with the term off-site sign.~~

Owner - The person in who is vested the fee ownership, dominion, or title of property.

Parcel - A unit of land within legally established property lines.

Park Trailer - A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 15C-1.0101, F.A.C.]

~~**Peddler**—Any person who carries from place to place any goods, wares or merchandise which may be sold, is exhibited for sale, and may or may not be immediately delivered, or bartered the same, shall be deemed to be a peddler. All persons who do not keep a regular place of business, open at all times during regular business hours and at the same place, who shall offer for sale goods, wares and merchandise, shall be deemed peddlers under this article. All persons who keep a regular place of business, open at all times in regular business hours and at the same place, who shall, elsewhere than at such regular place of business, personally or through their agents, offer for sale or sell and, at the time of such offering for sale, deliver goods, wares and merchandise, shall also be deemed peddlers as above.~~

Permanent - Designed, constructed and intended for more than short term use.

Person - Any individual, group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

Plan - Any plan or set of plans illustrating or defining the proposed development of land

~~**Planned Mixed Development District (PMDD)**—An area of land devoted by its owner to development as a single entity for a number of dwelling units, and/or commercial uses in accordance with a plan which does not necessarily comply with the provisions of this ordinance with respect to lot size, lot coverage, setbacks, off-street parking, bulk or type of dwelling, density and other regulations.~~

Planned Unit Development (PUD) - A parcel or combination of contiguous parcels designed and developed as a single, integrated unit rather than as an aggregate of individual lots or buildings, with design flexibility from the development standards applicable to the zoning district.

~~**Planting Area** — Any area designed for landscape material installation having a minimum of 50 square feet and a minimum depth as measured perpendicular to the adjacent property line, of five feet, and consisting of suitable growing medium with proper drainage.~~

Plat - A map or drawing depicting the division of lands and lots, blocks, parcels, tracts, or sites, and streets.

~~**Pole Sign** — A freestanding sign that is not attached or affixed in any way to a building or other structure. The sign must have a concealed means of support equal to a minimum of thirty (30) percent of the overall sign width.~~

~~**Pollutant** — Any substance, contaminant, noise, or manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation.~~

Portable Sign - Any sign which is manifestly designed to be transported by trailer or on its own wheels, including such signs even though the wheels may be removed and the remaining chassis or support structure converted to an A- or T-frame sign and attached temporarily or permanently to the ground.

Premises - A parcel of land consisting of a lot, tract, parcel, other unit, or combinations thereof, recorded in the public records of Okaloosa County.

Principal Use or Building - The main or primary purpose for which a structure or lot is designed, arranged, or intended or for which it may be occupied or maintained.

Projecting Sign - A sign attached to and supported by a building or other structure and which extends at any angle there from.

Protected Environmentally Sensitive Area - An environmentally sensitive area designated for protection in the conservation element of the city comprehensive plan.

Protected Tree - Native (indigenous) trees protected and identified by species and size in section 6.08.09.

Protected Wellhead - Those wellheads with a permitted capacity of 100,000 gpd or more.

~~**Public Food Service Establishments** — As defined in F.S. § 509.013(5), are licensed in accordance with the following classifications and requirements:~~

~~**Non-seating:**~~

- ~~1. Permanent. Permanent non-seating establishments are classified as those fixed public food service establishments for which the sole service provided is intended as take out or delivery, or which do not otherwise provide accommodations for consumption of food by guests on the premises, or premises under the control of the operator. For the purposes of this section, establishments located at food courts and malls are classified in this manner as long as seating is not provided within the premises of the establishment itself.~~
- ~~2. Mobile food dispensing vehicle. Mobile food dispensing vehicles are classified as any vehicle mounted public food service establishments which are self-propelled or otherwise movable from place to place and include self-contained utilities, such as gas, water, electricity and liquid waste disposal.~~
- ~~3. Caterer. Caterers are classified as any public food service establishments where food or drink is prepared for service elsewhere in response to an agreed-upon contract for a function or event. The term includes catering kitchens. For the purpose of this rule, the term "caterer" does not include those establishments licensed pursuant to F.S. Chapter 500 or F.S. Chapter 381, or any other location where food is provided or displayed for sale by the individual meal. A licensed public food service establishment that also provides catering services is not required to hold a separate catering license from the division. Caterers must meet all applicable standards of a public food service establishment as provided in rules 61C-1.004, 61C-4.010 and 61C-4.023, F.A.C. Separate independent caterers utilizing the equipment or premises of a licensed public food service establishment are deemed operators as defined by section F.S. § 509.013(2), of such public food service establishment and subject to all applicable requirements of law and rule.~~

~~Temporary public food service establishments and vendors;~~

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- ~~1. Temporary public food service establishments are classified as those establishments operated at temporary food service events as defined in F.S. § 509.012(8). If upon inspection the temporary public food service establishment does not meet minimum sanitation standards as provided in chapters 61C-1 and 61C-4, F.A.C., food service operations shall be discontinued until corrections are complete and verified by the division of hotels and restaurants of the department of business and professional regulation.~~
- ~~2. Public food service establishments that have a current license may operate one facility at a temporary event as part of the existing license. Each additional facility operated by the same licensee must acquire a separate temporary food service event license.~~

Rate - Volume per unit of time.

Reader Board - A sign with letters that can be changed or rearranged to display a message that is attached to a permitted permanent accessory ground sign. May be a sign with electronic automatic changeable copy.

Real Estate Sign - A sign on premises that are offered for sale or lease.

Recreational Vehicle - A vehicle, including a park trailer, which is: [Defined in section 320.01(b), F.S.)

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Redevelopment - The demolition or removal of the principal structure or more than 50 percent of the impervious surface of a site. Redevelopment also applies to properties or structures undergoing a change of occupancy or which are being reoccupied after being vacant for six months or more.

Regulatory Floodway - The channel of a river or other watercourse and the adjacent land areas that must be unobstructed in order to discharge the base flood without increasing the water surface elevation of that flood more than one foot at any point.

Remove - To relocate, cut down, damage, poison, or in any other manner destroy or cause to be destroyed, a tree.

Retention - The collection and storage of water runoff without subsequent surface discharge to surface waters.

Right-of-Way (ROW) - Land dedicated, deeded, used or to be used, for a street, alley, walkway, boulevard, drainage facility, access for ingress, egress, or other purpose.

~~**Roof Sign** - A sign erected over or on the roof, or extending above the roof line, which is dependent upon the roof, parapet or upper walls of any building, or portion thereof, for support.~~

Roofline - A horizontal line intersecting the highest point or points of a roof.

Runoff - Water which is not absorbed by the soil or landscape to which it is applied and flows from the area.

Runoff Coefficient - The ratio of the amount of rain which runs off a surface to that which falls on it, a factor from which runoff can be calculated.

Sandwich or Sidewalk Sign - A moveable sign not secured or attached to the ground constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top.

Search Ring - The geographic area in which a provider's antenna is intended to be located to serve the provider's coverage area.

Sediment - The mineral or organic particulate material that is in suspension or has settled in surface waters or groundwaters.

Setback - A perpendicular measurement made from all property lines where construction of the principal structure is prohibited

Shade Tree - Any species of tree identified in section 6.08.09 that is well-shaped, well-branched and well-foliated, which normally grows to an overall height of at least 25 feet and normally develops an average mature spread of crown greater than 20 feet in the city.

Shrub - A woody perennial plant differing from a perennial herb by its persistent and woody stems and from a tree by its low stature and habit of branching from the base.

~~**Sidewalk or Sandwich Sign** - A moveable sign, no greater than six square feet, not secured or attached to the ground or any building or structure and displayed in or proximate to areas of pedestrian traffic.~~

Sign - Any writing, pictorial presentation, number, illustration, or decoration, banner or pennant, or other device which is used to announce direct attention to, identify, advertise, or otherwise make anything known. The term "sign" shall not be deemed to include the terms "building" or "landscaping," or any architectural embellishment of a building not intended to communicate information.

Sign Face - The part of a sign that is or may be used for copy.

Sign Face Area - The area of any regular geometric shape which contains the entire surface area of a sign upon which copy may be placed.

Sign Structure - Any construction used or designed to support a sign.

Significant Adverse Effect - Any modification, alteration, or effect upon a protected environmentally sensitive area which measurably reduces the area's beneficial functions as delineated in the conservation element of the city comprehensive plan.

Single-Family Dwelling - A structure containing one dwelling unit, and not attached to any other dwelling unit by any means.

Site - Any tract, lot or parcel of land or combination of tracts, lots, or parcels of land which are in one (1) ownership, or are contiguous and in diverse ownership where development is to be performed as part of a unit, subdivision, or project.

Site (Archaeological) - The location of a significant event, activity, building, structure, or archeological resource where the significance of the location and any archeological remains outweighs the significance of any existing structures.

Site Plan - A drawing, to scale, which accurately depicts the property and proposed improvements.

Sketch Plan - An informal plan indicating the salient existing features of a site and its surroundings, and the general layout of a proposed development.

Snipe Sign - Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on any public road rights-of-way, easements, or alleys.

~~**Solicitation** - A request, directly or indirectly, for money, property, financial assistance, or any other thing of value on the plea or representation that such money, property, financial assistance, or other thing of value or a portion of it will be used for a charitable or sponsor purpose or will benefit a charitable organization or sponsor. The term includes, but is not limited to, the following methods of requesting or securing the promise, pledge, or grant of money, property, financial assistance, or any other thing of value:~~

- ~~1. Making any oral or written request;~~
- ~~2. Making any announcement to the press, on radio or television, by telephone or telegraph, or by any other communication device concerning an appeal or campaign by or for any charitable organization or sponsor or for any charitable or sponsor purpose;~~
- ~~3. Distributing, circulating, posting, or publishing any handbill, written advertisement, or other publication that directly or by implication seeks to obtain any contribution; or~~
- ~~4. Selling or offering or attempting to sell any advertisement, advertising space, book, card, coupon, chance, device, magazine, membership, merchandise, subscription, sponsorship, flower, admission, ticket, food, or other service or tangible good, item, or thing of value, or any right of any description in connection with~~

~~which any appeal is made for any charitable organization or sponsor or charitable or sponsor purpose, or when the name of any charitable organization or sponsor is used or referred to in any such appeal as an inducement or reason for making the sale or when, in connection with the sale or offer or attempt to sell, any statement is made that all or part of the proceeds from the sale will be used for any charitable or sponsor purpose or will benefit any charitable organization or sponsor.~~

~~A solicitation is considered as having taken place regardless of whether the person making the solicitation receives any contribution. A solicitation does not occur when a person applies for a grant or an award to the government or to an organization that is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code and described in section 501(c)(3) of the Internal Revenue Code and is duly registered with the department.~~

~~**Solicitor** - Any person, firm, or corporation as well as their agents and employees, who engage in any means of request, directly or indirectly, for money, property, financial assistance, or any other thing of value on the plea or representation that such money, property, financial assistance, or other thing of value or a portion of it will be used for a charitable purpose or will benefit a charitable organization or sponsor. The term shall also include, but is not limited to, taking or attempting to take orders for the sale of goods, wares or merchandise, subscriptions or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of such sale or whether he is collecting advance payments on such sale or not; distributing, circulating, posting, or publishing any handbill, written advertisement, or other publication that directly or by implication seeks to obtain any contribution shall also be included in this term.~~

Special Flood Hazard Area - An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. The term also includes areas shown on other flood hazard maps, if such maps are adopted by the City of Fort Walton Beach or otherwise legally designated. [Also defined in FBC, B Section 1612.2.]

Start of Construction - The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Statuary - Any three-dimensional, man-made representation of a plant, animal or other thing intended primarily to attract attention and not intended or used to entertain or amuse customers of the business of which the statuary belongs or is part.

Stormwater - The flow of water which results from, and that occurs immediately following, a rainfall.

Stormwater Management System - The system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through and from a site.

Stormwater Runoff - The portion of stormwater that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Street - A public or private right-of-way for vehicular traffic, including highways, thoroughfares, lanes, roads, ways and boulevards. Where access to a parcel is a two-way drive within a parking facility, the two-way drive shall be considered the street and signage located abutting the entrance side only of the drive.

Structure - Anything constructed, installed, or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. "Structure" also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and advertising signs. Specifically excluded from the definition of "structure" are canvas or vinyl covers up to 120 square feet in area.

Substantial Damage - Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceeds fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Surface Water - Water above the surface of the ground, whether or not flowing through definite channels, including the following:

1. Any natural or artificial pond, lake, reservoir, or other area which ordinarily or intermittently contains water, and which has a discernible shoreline;
2. Any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, street, roadway, swale or wash in which water flows in a definite direction, either continuously or intermittently, and which has a definite channel, bed or banks; or
3. Any wetland.

Survey - A sketch or survey prepared by a registered land surveyor and certified within the last 90 days prior to the date of application.

Swimming Pool - As used in this article, the term "swimming pool" is hereby defined as a permanent receptacle for water or an artificial pool of water, having a depth, at any point, of more than two feet, intended for the purpose of immersion or a partial immersion therein of human beings, and including all pertinent equipment.

Telecommunications Facilities - Antennae, towers and related accessory structures either individually or together.

Temporary - Designed, constructed and intended to be used on a short-term basis.

~~**Temporary Food Service Event** - Any event of 30 or fewer consecutive days in duration, advertised and recognized in the community, where food is prepared, served, or sold to the general public.~~

Temporary Sign - An attached on-premises sign made of non-rigid materials and intended to be displayed for a limited time period.

Tower - A structure, such as a lattice tower, guy tower or monopole tower, constructed as a free-standing structure or in association with a building, other permanent structure or equipment, on which is located one or more antennae intended for transmitting or receiving analog, digital, microwave, cellular, telephone, personal wireless service or similar forms of electronic communication. The term includes microwave towers, common carrier towers, and cellular telephone towers.

Tree - Any self-supporting, woody plant of a species which normally grows to an overall height of at least 12 feet and normally develops an average mature spread of crown greater than 12 feet in the city.

~~**Tree Protection Zone** - A circular zone around each protected tree defined as follows:~~

- ~~1. If the dripline is less than six feet from the trunk of the tree, the zone shall be that area within a radius of six feet around the tree.~~
- ~~2. If the dripline is more than six feet from the trunk of the tree, but less than 20 feet, the zone shall be that area within a radius of the full dripline around the tree.~~
- ~~3. If the dripline is 20 feet or more from the trunk of the tree, the zone shall be that area within a radius of 20 feet around the tree.~~

Tree Removal - Any act which causes a tree to die within a period of two years, such acts including, but not being limited to:

1. Cutting;
2. Inflicting damage upon a root system by machinery, storage of materials, or soil compaction;

3. Changing of the natural grade above or below a root system or around the trunk;
4. Inflicting damage on a tree;
5. Permitting infection or pest infestation;
6. Excessive pruning; or
7. Paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a tree.

Unit - That part of a multiple-occupancy complex housing one occupant.

Use - The specific purpose, activity, or function for which land, a building, a lot, a sign, or a structure is intended, designated, arranged, occupied, or maintained.

Variance - A grant of relief from the requirements of Section 5.05.00, or the flood load and flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that, would not otherwise be permitted by this LDC or the Florida Building Code.

Vehicle Sign - A sign affixed to or painted on the surface of a transportation vehicle, including automobiles, trucks, boats, and trailers.

Vehicular Use Area - Any ground surface area, excepting public rights-of-way, used by any type of vehicle, whether moving or at rest, for the purpose of, including, but not limited to, driving, parking, loading, unloading, storage or display, such as, but not limited to, new and used car lots, activities of a drive-in nature in connection with banks, restaurants, service or filling stations, grocery or convenience stores, and other vehicular uses under, on, or within buildings.

Vines - Any of a group of woody or herbaceous plants which may climb by twining or which normally require support to reach mature form.

Visual Screen - A barrier of living or nonliving landscape material put in place for the purpose of separating and obscuring from view those areas so screened.

Wall Sign - A sign, painted on an exterior wall, or a separate structure which is approximately parallel to and supported by a wall or other enclosure, and protrudes no more than six (6) inches from the wall surface.

Water Body - Any natural or artificial pond, lake, reservoir, or other area with a discernable shoreline which ordinarily or intermittently contains waters.

Water or Waters - This term means, but is not limited to, water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, streams, rivers, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground.

~~**Water Use Zone** - A grouping of sprays, sprinklers, or micro-irrigation emitters so that they can be operated simultaneously by the control of one (1) valve according to the water requirements of the plants used.~~

Waterbody or Surface Waterbody - Any natural or artificial pond, lake, reservoir, or other area which ordinarily or intermittently contains water and which has a discernible shoreline.

Watercourse - A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

Water's Edge or Wetland's Edge - The water's or wetland's edge shall be determined by whichever of the following indices yields the most landward extent of waters or wetlands:

1. The boundary established by the average annual high water mark;
2. The landward boundary of hydric soils; or
3. The landward boundary of wetland vegetation, based on the wetland vegetation index.

Waters of the State - Includes, but is not limited to, rivers, lakes, streams, springs, impoundments, wetlands, and all other waters or bodies of water, including fresh, brackish, saline, tidal, surface, or underground waters.

Wellhead Protection Area - A diameter of 200 feet around a well site where no other land use is permitted.

Wetlands - Areas saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a dominance of vegetation adapted for life in saturated soil conditions. Wetlands covered under this chapter shall include the following:

1. Areas within the dredge and fill jurisdiction of the State Department of Environmental Protection.
2. Areas within the jurisdiction of the U.S. Army Corps of Engineers, as authorized by Section 404, Clean Water Act of section 10, River and Harbor Act.
3. Areas within the jurisdiction of the Northwest Florida Water Management District.
4. Areas identified by the state natural areas inventory.

Window Sign - A sign affixed or applied to the exterior of a window, or located on the inside of a window or within ten (10) feet of a window or enclosed structure, and which is visible from the street or building exterior through a window or other opening.

Yard - An open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except by fences, trees, or shrubbery or as otherwise provided in this LDC.

Yard, Front - The area between ~~the front building line and the~~ any front lot line and the nearest building line of the primary structure

Yard, Front, Primary – The area between any front lot line and the nearest building line of the primary structure face containing the front door

Yard, Front, Secondary – Any front yard that is not a primary front yard

Yard, Rear – The area between ~~the rear building line, and the~~ any rear lot line and the nearest building line of the primary structure

Yard, Side - The area between ~~a side building line, and the~~ any -side lot line and the nearest building line of the primary structure

Zone of Exclusion – ~~All land within a 200 foot radius of an existing or designated protected wellhead. No development activities shall take place in the zone of exclusion.~~

CHAPTER 3 ADMINISTRATIVE PROCEDURES

3.00.00 - GENERALLY

3.00.01 - Purpose

The purpose of this Section is to establish the standards and procedures for review of proposed development within the City of Crestview. This section also provides the development review processes that implement the goals, objectives, and policies of the City of Crestview Comprehensive Plan and the other regulations of this Land Development Code.

3.00.02 - Classification of Development Review Procedures

- A. All development applications are subject to review requirements outlined in this Section.
- B. Development applications are classified according to the decision-making authority for each type of application, as set forth below.
 - 1. Administrative. The following development applications shall be treated as administrative decisions:
 - a. Zoning or Flood Zone Verification Letters
 - b. Administrative Interpretations & Similar Use Determinations
 - c. Lot Splits and lot line adjustments
 - d. Special Exception Uses
 - e. Administrative Waivers
 - f. Development Orders
 - g. Administrative Permits
 - h. Temporary Use Permits
 - i. Business Tax Receipts
 - j. Minor Re-plats
 - k. Alcohol Beverage License Review
 - l. Appeals of Administrative Decisions
 - 2. Quasi-judicial. The following shall be treated as quasi-judicial decisions:
 - a. Variances
 - b. Vacations - ROW/Easement/Lot/Plat
 - c. Conceptual Plats
 - d. Final Plats
 - e. PUDs and PUD Amendments - Major
 - f. Zoning Changes (Rezoning)
 - g. Appeals of Quasi-Judicial Decisions
 - 3. Legislative. The following shall be treated as legislative decisions:
 - a. Annexations
 - b. LDC Text Amendments
 - c. Future Land Use Map Amendments
 - d. Comprehensive Plan Amendments
 - e. Appeals of Legislative Decisions

3.00.03 - Development Approval Process

Table 3.00.03 shows the development review process, the decision-making authority for each type of development approval, and the appeal authority for each type of decision.

Table 3.00.03 - Development Approval and Required Notice

Decision Maker			Recommendation	Decision Maker			Required Notice			Recording	
PA	Planning Administrator						Posted	Mailed	Published		
DIR	Director of Community Development Services										
PDB	Planning and Development Board										
CC	City Council										
CRT	Okaloosa County Clerk of Court										
CDS	Community Development Services										
Clerk	City Clerk										
Application Type											
Administrative	a	Zoning or Flood Zone Verification Letters		PA						CDS	
	b	Administrative Interpretations & Similar Use Determinations	PA	DIR						CDS	
	c	Lot Splits and lot line adjustments		PA						CRT	
	d	Special Exception Uses ¹	PA	DIR			X	X	X	Clerk	
	e	Administrative Waivers	PA	DIR						CDS	
	f	Development Orders	PA	DIR			X			Clerk	
	g	Administrative Permits		PA						CDS	
	h	Temporary Use Permits		PA						CDS	
	i	Business Tax Receipts		PA						Clerk	
	j	Minor Re-plats		PA						CRT	
Quasi-Judicial	k	Alcohol Beverage License Review		PA						Clerk	
	l	Appeals of Administrative Decisions ²	DIR	PDB	CC	CRT				X	Clerk
	a	Variances	DIR	PDB			X	X	X	Clerk	
	b	Vacations – ROW/Easement/Lot/Plat	PDB	CC			X		X	Clerk	
	c	Conceptual Plats	PDB	CC			X			CDS	
	d	Final Plats	PDB	CC						CRT	
	e	PUDs and PUD Amendments - Major	PDB	CC			X			Clerk	
Legislative	f	Zoning Changes (Rezoning)	PDB	CC			X	X	X	Clerk	
	g	Appeals of Quasi-Judicial Decisions ³	PDB	CC	CRT					X	CRT
	a	Annexations	PDB	CC			X	X	X	CRT	
	b	LDC Text Amendments	PDB	CC						X	Clerk
	c	Future Land Use Map Amendments	PDB	CC			X	X	X	Clerk	
	d	Comprehensive Plan Amendments	PDB	CC						X	Clerk
	e	Appeals of Legislative Decisions ⁴	CC	CRT						X	CRT

¹ Special Use Exceptions: more information can be found at 3.04.04.

² Appeals of Administrative Decisions: more information can be found at 9.03.00.

³ Appeals of Quasi-Judicial Decisions: more information can be found at 9.03.00.

⁴ Appeals of Legislative Decisions: more information can be found at 9.03.00.

3.00.04 - Application Timeline Table

Table 3.01.00.2 defines the application timelines for each application type.

Table 3.01.00.2 - Application Timelines^{5 6}

Application Types	Application Received	Determine Completeness	Response to Applicant	Applicant Resolve Deficiencies	Technical Review	Response to Applicant	Applicant Revisions ⁷	Resubmittal ⁸	Resubmittal Review ⁹	Approval or Denial - or move to PDB & Council	Minimum Days	Maximum Days
Supplemental Standards	Day 1	Days 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Special Exception Uses	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Development Order	Day 1	Days 2-4	Day 5	Days 6-20	Days 21-35	Day 36	Days 37-67	Day 68	Days 69-83	Day 84	15	84
Variances	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Vacations - ROW/Easement/Plat	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Conceptual Plat	Day 1	Days 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Final Plats	Day 1	Day 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Planned Unit Development	Day 1	Days 2-4	Day 5	Days 6-20	Days 21-51	Day 52	Days 53-113	Day 114	Days 115-145	Day 146	70	146
Zoning Changes	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Annexations	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
LDC Text Amendments	Day 1	Day 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67
Future Land Use Maps Amendments	Day 1	Day 2	Day 3	Day 4	Days 5-7	Day 8	Days 9-11	Day 12	Days 13-15	Day 16	10	16
Comprehensive Plan Amendments	Day 1	Days 2-3	Day 4	Days 5-19	Days 20-34	Day 35	Days 36-50	Day 51	Days 52-66	Day 67	15	67

Staff will provide a process calendar upon request to include all relevant dates and deadlines.

3.00.05 - Application submittals

- A. Unless otherwise indicated by a specific provision of this Chapter, the applicant for a development order, permit, or approval under this Code must be the owner of the property that is the subject of the application or a duly authorized agent of the owner. An applicant who is a contract purchaser must provide proof that the applicant is an authorized agent for the property owner.

⁵ The Director may extend review periods by notifying the applicant in writing prior to the due date.

⁶ The applicant may request an extension to a time period by submitting the request in writing. The request may be approved or denied at the discretion of the Director.

⁷ Subsequent resubmittals will follow the same number of days as stated in the above table.

⁸ Subsequent resubmittals will follow the same number of days as stated in the above table.

⁹ Subsequent resubmittals will follow the same number of days as stated in the above table.

1. For applications to vacate any portion of a platted subdivision, the Homeowners Association (HOA) must provide their approval in writing.
 2. Unless otherwise indicated by a specific provision of this Chapter or another City ordinance or regulation, applications for development orders, permits and approvals under this Chapter shall be submitted to Community Development Services.
- B. Applications shall contain all information required for the type of application being submitted and shall include all plans, data and supporting documentation as required under this code or specified within the application form(s).
 - C. Community Development Services shall establish application forms and submittal requirements for all development applications referenced in this Article.
 - D. Proof of Public Notice shall be required in accordance with Table 3.02.01.
 - E. Applications for various approvals and permits may be submitted for concurrent or simultaneous review.
 1. Development order applications and permit applications may be submitted upon adoption of an annexation ordinance but will not be approved until the Comprehensive Plan amendment and zoning change ordinances are adopted.
 - F. The Community Development Services Director shall have the discretion to require a PDB review of a development order application, or administrative permit review for development of buildings, structures, improvements and installations when the director or the City Attorney deems that such review is necessary to protect due process or in cases where a conflict may exist.

3.00.06 - Pre-application meetings

- A. Pre-application meetings are required for all Subdivision Development and Planned Unit Development (PUD) applications.
 1. All other applications for development do not require a pre-application meeting. However, they are highly encouraged.
- B. Upon request of an applicant, the Director or designee, may schedule a pre-application meeting with applicants and appropriate City staff, for the purpose of reviewing a proposed development prior to the formal submission of an application.
- C. The pre-application meeting shall be informal, and its purpose shall be to discuss the proposals, views, and concepts of the applicant. The purpose is also to discuss whether any additional information will be required.
 1. Failure of staff to identify any required permits, procedures, or improvements at a pre-application meeting shall not relieve the applicant of any such requirements or constitute waiver of the requirement by the decision-making body.
- D. At the pre-application meeting staff will:
 1. Review the proposed project and any preliminary plans with the applicant.
 2. Discuss and inform the applicant about the zoning requirements relevant to the proposal, information necessary for an application, and the approval process(es) for the development. This does not preclude the department from requesting additional information or waiving certain requirements for information later during the review process.
 3. Advise the applicant whether the proposed project conforms to the Comprehensive Plan or the requirements of this Chapter.
- E. Any recommendations or determinations reached during pre-application meetings are purely advisory and shall not be binding.

3.00.07 - Fees Required

Each applicant for a development order, permit, approval, variance or appeal under this Article shall be required to pay any application fee(s) as established in the Comprehensive Fee Schedule.

3.00.08 - Complete Applications Required

No application for a development order, permit, approval, variance or appeal under this Article shall be accepted or reviewed by staff that does not include all required application materials and the required application fee(s). The burden of providing complete and accurate information required by Community Development Services for each type of application shall be on the applicant.

3.00.09 - Determination of Completeness

- A. When an application for development order, permit, approval, variance or appeal is submitted, the Planning Administrator, or designee, where applicable, shall determine whether the application is complete and in conformance with this Land Development Code and Comprehensive Plan.
- B. All applications shall be reviewed for completeness within ~~ten~~ three days of receipt. If the application does not meet the requirements of this Article, the department shall notify the applicant or agent in writing, to include electronic messaging, stating the additional information required or the modification(s) necessary for conformance with the code.
- C. No further action shall be taken on any application unless and until the additional information is submitted and determined to be complete by the administrator.
- D. If the deficiency has not been remedied within sixty days of receipt of notice thereof, the application shall be automatically voided, and the Planning Administrator shall return the application to the applicant.
- E. Review. When an application for development order, permit, approval, variance or appeal is determined to be complete, the department shall notify the applicant, and commence review and processing of the application in accordance with this Code.

3.00.10 - Review for Sufficiency and Code Requirements

- A. Once an application is determined to be complete, City staff shall review the application, consult with other agencies, issue comments to the applicant, consult with the applicant as necessary, and determine if the application and supporting materials are sufficient to proceed forward.
- B. Sufficiency determination timelines will vary dependent upon the application type.
- C. For the purposes of this section, "sufficiency" shall constitute an analysis of the application to ascertain if the application:
 - 1. Meets the stated objective requirements of the Comprehensive Plan, this Code, and the City Code of Ordinances; and
 - 2. Includes the necessary analysis and information, in sufficient detail, to enable the decision-making body or official to make the necessary determinations under the Comprehensive Plan and this Code.
 - 3. The sufficiency and code requirements set forth herein shall be used by the City to evaluate the demands created on public services and facilities by a proposed development, as required by this code and the Comprehensive Plan, to ensure level of service standards. The following public services and facilities shall be evaluated:
 - a. Potable water;
 - b. Sanitary Sewer;
 - c. Stormwater and Drainage facilities;
 - d. Environmentally sensitive lands;
 - e. Parks and open space;
 - f. Police and Fire protection;
 - g. Solid waste;
 - h. Transportation facilities.
- D. If an application is determined to be insufficient, staff shall notify the applicant or agent in writing, to include electronic messaging, stating the additional information required or the modification(s) necessary.
- E. No further action shall be taken on an application which is determined to be insufficient until the insufficiencies are resolved. If the insufficiencies have not been remedied within sixty days, the Planning Administrator may void the application.

3.00.11 - Decision Making

- A. Administrative approvals. Upon determination that an application and all supporting information are sufficient to render a decision, the Planning Administrator, or designee, shall prepare a report and recommendation to the Director. The Director shall take administrative action required by this code and approve the application, approve the application with conditions, or deny the application.

- B. Quasi-judicial and Legislative approvals. Upon determining that an application and all supporting information are sufficient to render a decision and any inadequacies have been resolved, the Director or designee shall prepare a report and recommendation to the appropriate decision-making or recommending body.

3.00.12 - General Review Procedure

- A. General Requirements for all applications.
 - 1. Applications for orders, permits or approvals shall be submitted on forms supplied by the Department and any required supporting documentation, plans, or materials required by this Code or specified within the application form(s).
 - 2. Applications shall include any required fee(s) as established by the City Council.
 - 3. Incomplete applications will not be accepted.
- B. Withdrawal of applications. An applicant may withdraw an application at any time by submitting a letter of request to the department or providing testimony of the requested withdrawal in a public hearing.
- C. Effective date. All permits shall take effect on the day following the expiration of any appeal period as provide in this Code.
- D. Reliance on permits during pendency of appeals. Any action(s) taken by a permittee during the pendency of an administrative or quasi-judicial appeal shall be at the sole risk of the permittee.

3.01.00 - PLANNING AND DEVELOPMENT BOARD

Pursuant to and in accordance with F.S. § 163.3174 and the Local Government Comprehensive Planning and Land Development Regulation Act, as amended, the City Council finds that land use planning and a continuity of growth management within the City benefits the public's health, safety, and welfare.

The City Council further finds that this public purpose can best be achieved by establishing the Planning and Development Board, which is established and designated as the Local Planning Agency (LPA) for the City of Crestview.

3.01.01 - Powers and Duties

- A. Pursuant to and in accordance with F.S. § 163.3174 of the Local Government Comprehensive Planning and Land Development Regulation Act, the City Council finds that there is a public purpose in coordinating the planning of the City with the Okaloosa County School Board.
- B. The Planning and Development Board/Local Planning Agency (hereinafter Board or PDB) shall have the authority and responsibility to review land use in the City and evaluate planning and regulatory methods and systems for resolving physical, economic, social, environmental and fiscal issues. The City Council directs the Board to carry out functions and powers identified in this Land Development Code.
 - 1. The Board shall use the power and authority conferred upon it by this Land Development Code (LDC) to further its stated public purposes.
- C. The Board shall receive and hear appeals in cases involving the LDC.
- D. The Board shall receive and hear applications for special exceptions/uses and variances to the terms of this LDC, and grant relief where authorized under this LDC. The Board shall also hear, determine and decide appeals, reviewable interpretations, applications or determinations made by an administrative official in the enforcement of this LDC, as provided herein.
- E. The Board shall have any other powers or duties delegated by the City Council.

3.01.02 - Membership, Vacancy, Compensation

- A. Membership. The Board shall consist of five core members. All members shall be residents of the City and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until a successor is appointed. Terms of office shall commence on the first day of March of the year in which appointed.
- B. Ex Officio Members. In addition to the five members, there may be two ex officio members. One may be selected by the Okaloosa County School Board and one may be selected by the Commander at Eglin Air Force Base. Each ex officio member may participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. The ex officio member may not vote. Each ex officio member may serve at the sole discretion of their represented agency.

- C. Alternate Members. In addition to the five members, two alternate members may be appointed by a majority vote of the City Council to serve as alternates for the term of one year, or until a successor is appointed. Alternate members shall be residents of the City. Alternate members shall substitute for absent members on a rotating basis. When substituting for an absent member, an alternate member may vote and participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. ~~When not substituting for an absent member(s), alternate members shall not vote on any matter, but may participate in all discussions in the same manner and to the same extent as the other members.~~ Board members and alternate members shall be subject to any forfeiture of office provisions of the Crestview Code of Ordinances. Whenever a vacancy occurs on the Board, the City Council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs.
- D. Vacancies. If a vacancy occurs on the Board as the result of a resignation, death, or removal of a member, the senior alternate member shall temporarily fill such vacancy without action by the City Council, until the City Council appoints a successor regular member. In the event both alternates have served for the same continuous period of time then the alternate who is next scheduled to substitute for an absent regular member according to the rotation schedule shall temporarily fill the vacancy until the City Council appoints a successor. In the event that the alternate member dies, resigns, is removed, or becomes a member, the City Council shall promptly appoint a qualified person to the unexpired term of the alternate.
1. In the event a vacancy occurs on the Board; an alternate member may apply to be a regular member in the same manner as other applicants. In the event an alternate member is appointed as a regular member, then such appointment shall simultaneously terminate such person's position as an alternate member. In that event, the City Council may then appoint another person to fill the resulting alternate member vacancy.
- E. Attendance. In the event any member should miss three meetings in a 12-month period without justification, they shall be considered as resigned from the board. In that event, the City Council may then appoint another person to fill the resulting vacancy.
1. Alternate members may be allowed to miss up to five meetings in a 12-month period without justification.
 2. In the event of an absence of any member, the Chairman of the Board shall determine if Staff had any contact with the absent member providing the reason for the said absence. With that information the Chairman shall ask for a motion and to excuse or not excuse the absence.
- F. Compensation. Members of the Board shall receive no salary for their services but may receive such travel and other expenses while on official business for the City as are made available by the City Council for these purposes.

3.01.03 - Meetings, Quorum, Required Vote

- A. Meetings. The Board shall schedule and hold at least one public hearing each month unless there is no business to transact. The Board shall also meet at the call of the chairperson and other times as may be determined by a majority of the Board.
- B. Quorum
1. Three voting members of the Board shall constitute a quorum for the transaction of business. A smaller number may act only to adjourn meetings for lack of a quorum.
 2. The affirmative vote of a simple majority of the quorum shall be required to pass any action of the Board.
 3. A member who is present shall vote unless disqualified.
- C. Officers. The Board shall annually elect a chairperson and a vice-chairperson from among its members. All officers shall be elected for one-year terms and shall be eligible for re-election.

3.01.04 - Staff, Attorney

- A. Staff. Community Development Services shall provide staff support as necessary to the planning functions of the Board, provide secretarial support for the Board in the execution of its duties, and record and transcribe in summary form, the minutes of all Board meetings.
- B. Staff shall keep minutes of all meetings and records of all transactions and deliberations. Such minutes and records shall be filed in the appropriate offices of the City and shall be public records.
- C. Attorney. The City Attorney shall serve as legal counsel to the Board.

3.01.05 - Rules and Records

- A. The Board shall adopt its own rules of procedure as deemed necessary; provided such rules shall not be contrary to the spirit and intent of the Land Development Code, to the policies of the City, or to the requirements of the State.
- B. All meetings of the Board shall be open to the public.
- C. The Board shall set up rules of procedure to monitor and oversee the effectiveness and status of the Comprehensive Plan in order to make any recommendations to the City Council for revisions to the Comprehensive Plan, consistent with the intent and purpose of the Land Development Code.

3.02.00 - PUBLIC NOTICE AND HEARINGS

3.02.01 - Public Notice Requirements

- A. Public Hearing Notice Requirements
 - 1. Required notice of public hearings. When required by this code, notice of public hearings shall be provided by publication of an advertisement in a newspaper of general circulation, mailed notice to surrounding property owners, or posting of the development site pursuant to the requirements of this section.
 - a. Table 3.02.01 summarizes the public hearing notice requirements for the administrative, quasi-judicial and legislative applications under this Code.
- B. Website posting. When required by this code, notices of public hearings for development applications may be posted on the City of Crestview website. Failure to post an action on the City website shall not constitute a violation of noticing requirements. In addition, information about public notice and public hearings may be posted by the City on social media outlets.
- C. Publication. When required by this code, publication of advertisements for public hearings shall meet the minimum requirements outlined in the various sections of Florida Statutes pertaining to individual application types and at least ten days prior to any quasi-judicial hearing taking up an application type not governed by Florida Statutes.
- D. Posting. When required by this code, the application site shall be posted with a notice of the public hearing on a sign provided by Community Development Services at least fourteen days in advance of the first public hearing.
 - 1. The number and placement of public notice signs shall be determined by the administrator.
 - 2. The signs shall be removed by the applicant or the City after a final decision.
 - 3. Application types requiring Administrative decision shall require posting, on-site, at least 14 days prior to the final decision.
 - 4. When the Director determines an application requires quasi-judicial review, the on-site posting shall be considered satisfied if not removed until after a final decision.
- E. Mailed notice. When required by this code, notice of a public hearing on a proposed development application shall be mailed to all owners of real property within three hundred feet of the boundary line of the subject property, whose names and addresses are listed on the latest published ad valorem tax records of the Okaloosa County Property Appraiser.
- F. Content. Generally, all public hearing notices shall contain the following information:
 - 1. The scheduled date, time, and location of the hearing(s);
 - 2. A general layman's description of the nature of the matter to be addressed;
 - 3. The address of the property or parcel identification number when an address has not been assigned;
 - 4. That persons may appear and be heard;
 - 5. That written comments filed with the department will be entered into the record;
 - 6. That the hearing may be continued as necessary;
 - 7. A telephone number and contact for more information;
 - 8. The case number or title of the ordinance under consideration, if applicable; and
 - 9. Such additional information as may be required pursuant to this code or applicable law for specific types of development approval.
- G. Timing of mailed notice. Notice shall be mailed a minimum of twenty-one days prior to the date set for the first public hearing by first class mail. A copy of the notice shall be available for public inspection during regular business hours at Community Development Services. If the application includes simultaneous or concurrent actions, such as annexation, future land use map amendment and a rezoning, the notice may include all actions.

- H. Electronic Notice. Community Development Services may, as a courtesy, send an electronic notice to any person(s) or organization(s) in the City, or to any governmental, public, or quasi-public organization(s) regarding any matter that may affect the interests of that person or organization, or on any matter on which any such person or organization has requested notice.
 - 1. The failure of the Department to send such notice or the failure of any resident or property owner to receive such courtesy notice shall not affect the validity of the public notice requirements.
- I. Exceptions to Mailing and Posting. The mailing and posting notice requirements shall not apply to a land use map amendment initiated by the Council, in response to a judicial order or compliance agreement as described by Florida Statutes.
- J. Continued or Rescheduled Meetings. Notice of subsequent hearings shall be mailed and published in accordance with this section for:
 - 1. Any hearing for which the PDB, Community Development Services Director, City Manager, or City Attorney determines new notice should be provided, because of the time elapsed from the original notice, to correct any defect, or apprise affected parties of significant changes to the application as originally noticed;
 - 2. Any hearing continued to an unspecified date, time, and place; or
 - 3. Any hearing where such new notice is required pursuant to applicable law or this Code.

Table 3.02.01 - Development Application Notice Requirements

Application Type	Notice and Timing Requirements		
	Posted Notice	Mailed Notice	Published Notice
Special Exception Uses	Posted at least fourteen days prior to the public hearing.	Sent first-class at least ten days prior to the public hearing	Published at least ten days prior to public hearing.
Development Orders	Property posted at least fourteen days prior to decision.	N/A	N/A
Appeals of Administrative Decisions	N/A	N/A	Published at least ten days prior to public hearing.
Variances	Property posted at least fourteen days prior to the public hearing.	Sent first-class at least ten days prior to the public hearing	Published at least ten days prior to public hearing.
Vacations - ROW/Easement/Lot/Plat	Property posted at least fourteen days prior to decision.	N/A	Published in conformance with Florida Statutes.
Conceptual Plats	Property posted at least fourteen days prior to decision.	N/A	N/A
Planned Unit Developments	Property posted at least fourteen days prior to decision.	N/A	N/A
Zoning Changes (Rezoning)	Property posted at least fourteen days prior to the public hearing.	Sent first-class to all property owners within three hundred feet, twenty-one days prior to first public hearing.	Published in conformance with Florida Statutes
Appeals of Quasi-Judicial Decisions	N/A	N/A	Published at least ten days prior to public hearing.
Annexations	Property posted at least fourteen days prior to the public hearing.	Sent first-class to all property owners within three hundred feet, twenty-one days prior to first public hearing.	Published in conformance with Florida Statutes
LDC Text Amendments	N/A	N/A	Published in conformance with Florida Statutes
Future Land Use Maps Amendments	Property posted at least fourteen days prior to the public hearing.	Sent first-class to all property owners within three hundred feet, twenty-one days prior to first public hearing.	Published in conformance with Florida Statutes
Comprehensive Plan Amendments	N/A	N/A	Published in conformance with Florida Statutes
Appeals of Legislative Decisions	N/A	N/A	Published at least ten days prior to public hearing.

3.02.02 - Public Hearing Requirements and Procedures.

- A. Scheduling for consideration. When an application is deemed sufficient pursuant to this LDC, the department shall schedule a public hearing(s). No application shall be scheduled for consideration by the Planning and Development Board (PDB), or City Council until either:
 - 1. All deficiencies have been resolved; or
 - 2. The applicant has, in writing, asked to proceed notwithstanding the unresolved deficiencies, guaranteed that any insufficiencies will be resolved prior to development order issuance, and indicate that he or she is fully aware that approval is not guaranteed.
- B. Public Hearing Procedures.
 - 1. General. All public hearings shall be open to the public. Members of the public, with standing, shall be permitted to testify at all public hearings.
 - 2. The applicant may withdraw an application by requesting such withdrawal in writing prior to the commencement of the hearing or by withdrawing the application on the record at the start of the public hearing.
 - 3. Record of hearings. The City Clerk, or designee shall attend all hearings, and the City will whenever possible record (audio, video, or both) all hearings. The City shall retain the original recording(s) in accordance with the laws of the State of Florida, and, if requested, provide a duplicate of the recording(s).
 - 4. Official file. All written communication received by the decision-making body or staff concerning an application, by the public, and all other documents pertaining to the application shall be filed in the official project file, which shall be maintained by staff.
 - a. The Comprehensive Plan, the City Code of Ordinances, and the Land Development Code shall be deemed to be part of the official file. The official file shall be available for inspection during normal business hours.
 - 5. Order of public hearings. The hearing shall, to the extent possible, be conducted as follows:
 - a. The Council President / Mayor shall open the Public Hearing.
 - b. The City Clerk shall read into the record the ordinance or resolution title and number, or the applicant's name, file number, and the subject matter to be decided if there is no ordinance or resolution.
 - c. For quasi-judicial hearings, the applicant, staff, and all parties with standing and requesting to speak or present evidence or both at the hearing, shall be collectively sworn in by an oath or affirmation by the City Attorney.
 - d. The applicant may waive their right to a quasi-judicial or evidentiary hearing if the applicant agrees with staff's recommendation and no one from the audience wishes to speak for or against the application.
 - e. The decision-making body may then vote on the item, rule on the matter or make a recommendation, based upon the staff report and any other materials contained within the official file.
 - (1) Regardless of a waiver by the applicant, a public hearing shall be held for all decisions requiring an ordinance or resolution.
 - f. If there is a quasi-judicial hearing, the order of the presentation shall be as follows, unless the Chair / Mayor determines to proceed in a different order, taking proper consideration of fairness and due process:
 - (1) Staff shall make presentation, including offering any documentary evidence, and introduce any witnesses.
 - (2) Staff shall have the responsibility of presenting the case on behalf of the city. The staff report shall be made available to the applicant and the decision-making body no later than five business days prior to the quasi-judicial hearing. Staff shall present a brief synopsis of the application; introduce any additional exhibits from the official file that have not already been transmitted to the City Council with the agenda materials, summarize the issues, and make a recommendation on the application. Staff shall also introduce any witnesses to provide testimony at the hearing.
 - (3) Public comment. Participants with standing, in opposition to or in support of the application shall make their presentation in any order as determined by the Chair / Mayor. The Chair / Mayor may set time limits for testimony when deemed appropriate. All participants with standing will be afforded an opportunity to speak.

- (4) Public at large. The general public, those members without standing in the quasi-judicial proceedings, shall be afforded the opportunity to speak on the subject. Each member of the general public wishing to speak shall present their argument in less than three minutes.
 - (5) For hearings on quasi-judicial matters only, the applicant may cross-examine any witness and respond to any testimony presented.
 - (6) For hearings on quasi-judicial matters only, staff may cross-examine any witness and respond to any testimony presented.
 - (7) The Chair / Mayor may choose to allow participants to respond to any testimony if he or she deems the response to be essential in ensuring fairness and due process.
 - (8) Members of the Planning and Development Board or City Council may ask any questions of the staff, applicant, and participants.
 - (9) Final argument may be made by the applicant, related solely to the evidence in the record.
 - (10) Final argument may be made by the staff, related solely to the evidence in the record.
 - (11) For good cause shown, the PDB or City Council may grant additional time to any of the above time limitations.
 - (12) The Chair or Mayor shall keep order, and without requiring an objection, may direct a party conducting the direct examination or the cross-examination to stop a particular line of questioning that, in the sole judgment of the Chair or Mayor merely harasses, intimidates, or embarrasses the individual testifying or being cross-examined; is unduly repetitious, is not relevant; or is beyond the scope of the application or, in the case of cross-examination, is beyond the scope of the testimony by the individual being cross-examined. If the party conducting the direct examination or cross-examination continues to violate directions from the Chair or Mayor to end a line of questioning deemed improper as set forth herein, the Chair or Mayor may terminate the direct examination or the cross-examination.
 - (13) The PDB or City Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time, and place. The applicant shall have the right to one continuance; however, all subsequent continuances shall be granted at the sole discretion of the PDB or City Council.
- g. Decisions. For all quasi-judicial hearings in which a decision is made regarding an application for any development order or administrative permit, the decision to approve or deny shall be based on the application meeting all applicable requirements of the Comprehensive Plan, the City Code of Ordinances, and the Land Development Code, based on the entirety of the record before the PDB or City Council. The PDB or Council decisions must be based upon competent substantial evidence in the record.
6. Rules of Evidence for quasi-judicial hearings.
 - a. The decision-making body shall not be bound by the strict rules of evidence and shall not be limited only to consideration of evidence which would be admissible in a court of law.
 - b. The Chair or Mayor may exclude evidence or testimony that is not relevant, material, or competent or testimony which is unduly repetitious or defamatory.
 - c. The Chair or Mayor, with the advice of the City Attorney, will determine the relevancy of evidence.
 - d. Matters relating to an application's consistency with the Comprehensive Plan, the City Code of Ordinances, or the Land Development Code will be presumed to be relevant and material.
 - e. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in court.
 - f. Documentary evidence may be presented in the form of a copy of the original, if available. A copy shall be made available to the decision-making body and to the staff no later than three business days prior to the hearing on the application. Upon request, the applicant and staff shall be given an opportunity to compare the copy with the original. Oversized exhibits shall be copied and reduced for convenient record storage.
 - g. Only the applicant, an authorized representative of the applicant, staff, and the decision-making body shall be entitled to conduct cross-examination when testimony is given, or documents are made part of the record.

- h. The City Attorney shall represent the decision-making body and advise it as to procedures to be followed.
- i. The PDB or City Council shall take judicial notice of all state and local laws, ordinances, and regulations and may take judicial notice of such other matters as are generally recognized by the courts of the State of Florida.
- j. Supplementing the record after the quasi-judicial hearing is prohibited, unless specifically authorized by an affirmative vote of the decision-making body, or authorized under the following conditions:
 - (1) The supplementation occurs after a quasi-judicial hearing is continued but prior to final action being taken on the application or appeal.
 - (2) If a question is raised by the PDB or City Council at the hearing which cannot be answered at the hearing, the party to whom the question is directed will submit the requested information in writing to the City Clerk and the decision-making body after the quasi-judicial hearing, with copies to the other parties, provided the hearing has been continued or another hearing has been scheduled for a future date and no final action has been taken by the decision-making body. The information requested will be presented to the decision-making body at least two business days prior to the time of the continued hearing.
 - (3) All parties and participants shall have the same right with respect to the additional information as they had for evidence presented at the hearing.
- 7. Final decision. The City Council shall reach a written decision without unreasonable or unnecessary delay. A copy of the decision shall be provided to the City Clerk for transmission to the applicant, if the applicant is not the City, a copy shall be provided to the Director of Community Development Services and the City Attorney.
- 8. The Record. All evidence admitted into the record at the hearing, the official file, and the adopted development order, ordinance, or resolution of the City Council or the written decision shall be maintained by the City Clerk and/or Community Development Services.
- 9. Adjournment. The Chairperson, upon a vote of the majority present may adjourn a hearing to a date certain without the necessity of additional notice. Adjournment to an uncertain date shall require notice as required for the original hearing and by this Land Development Code.
- 10. Deferrals. If a hearing is concluded, but action is deferred until a future date, formal notice shall not be required prior to action being taken.
- 11. Joint hearings. Where deemed necessary, joint hearings may be conducted after proper public notice. In such instances, public notice need only be given by one public body, which shall be the City Council in instances where it is one of the hearing bodies.
- 12. Regularly scheduled public hearing dates. The City Council may establish regular dates for public hearings on zoning amendments. Such dates, if established by the City Council, shall not prevent the City Council from scheduling additional public hearings whenever such public hearings are deemed necessary.
- 13. Reading of ordinances. Except for ordinances initiated by the City Council which rezone a parcel or parcels of land involving ten or more contiguous acres, or change permitted, special exception, or prohibited use categories in zoning districts, all ordinances shall be read, either by title or in full, on two separate days at a duly noticed public hearing of the City Council.
- 14. The printed agenda for the meeting at which the quasi-judicial hearing is scheduled to take place shall identify the hearing as quasi-judicial and indicate where copies of the procedures that apply may be obtained.
- C. Decisions under this Article.
 - 1. When this Article authorizes the Community Development Services Director, the PDB or City Council to make decisions under this Chapter, that decision shall be made pursuant to this Code of Ordinances and shall make the decision based on whether the application complies with this Article and any regulations authorized by this Code, and will protect the public's health, safety, and welfare.
 - 2. Unless otherwise indicated in a provision of this Article, the Community Development Services Director, PDB, or City Council may approve the application, deny the application, or approve the application subject to conditions as stated in subsection (d) below.
 - 3. Unless otherwise stated in this Article, or unless a different condition is attached to a development order, permit or approval, development orders, permits and approvals granted under this Article are not affected

by changes in ownership or tenancy of the property. However, notice of ownership change and a copy of the deed shall be required.

D. Conditions on Approvals.

1. The Community Development Services Director, PDB, or City Council may attach conditions to any quasi-judicial order, permit or approval under this Chapter, provided the condition is required to bring the development proposed in the application into compliance with the requirements of the Comprehensive Plan or this LDC.
2. The Community Development Services Director, PDB or City Council may also attach conditions to any quasi-judicial development order, permit or approval under this Code, provided the condition is necessary to minimize or ameliorate potential adverse impacts of the development proposal.
 - a. Such conditions shall be reasonably related to the actual or potential impact(s) of the specific use, activity, or structure in question.

E. Appeals.

1. Review by the Director. Applicants for administrative orders, permits and approvals may request a formal review by the Community Development Services Director, within seven days of the date the administrative decision was made. The request for review shall be accompanied by the approval or denial document, a detailed explanation of the reason(s) proposed for reversal of decision, required fees and any relevant documents related to the review as determined by the Planning Administrator. Upon formal request for review, the Administrator shall review the relevant standards and present a written finding to the Community Development Services Director.
 - a. The request for review shall be considered by the Community Development Services Director within ten days of submittal of a complete request.
 - b. The Community Development Services Director may consult with the City Attorney's office on the matter.
 - c. The Director shall provide a written determination to affirm the staff decision, grant the relief requested in the review, with or without conditions, or respond to the applicant or respective manager for further information, documentation, or proceedings. The written determination by the Director shall be the final administrative decision.
2. Appeals of Community Development Services Director decisions (Administrative Appeal). An applicant desiring to appeal a decision of the Community Development Services Director, shall, within ten days from the date of such decision, file a written Notice of Appeal with Community Development Services. The appeal shall then be heard by the PDB, acting as the Board of Adjustment, at a regularly scheduled meeting, provided there is sufficient time to review the appeal and provide the required public notice.
 - a. A staff or Director's recommendation is not a decision and is not appealable.
3. Appeals from decisions of the City Council or PDB. An action to review any decision of the City Council or PDB under these regulations may be taken by any person or persons aggrieved by such decision by presenting to the Circuit Court a petition for issuance of a Writ of Certiorari, duly certified, setting forth that such decision is illegal, in whole or in part, certifying the grounds of the illegality, provided same is done in the manner and within the time provided by Florida Rules of Appellate Procedure.
4. Stay of proceedings. An appeal shall stay all proceedings in the matter appealed from until the final disposition of the appeal by the City Council or PDB. The pendency of an appeal shall toll all time periods applicable to the decision which is subject to appeal until final disposition of the appeal by the City Council or PDB with regard to the appeal.
5. Record. The record to be considered in the appeal shall include any application, exhibits, appeal papers, written objections, waivers, or consents considered by staff, the PDB, or City Council, as well as transcripts and recordings taken at a public hearing, the PDB or City Council minutes, and resolutions or ordinances showing the decision or action being appealed. The record shall also include the record made as a result of any prior applications for development approval on the same property. The City Clerk shall identify all exhibits used at the hearing. All exhibits so identified or introduced shall be a part of the City record.

3.03.00 - ADMINISTRATIVE DECISION MAKERS AND ENFORCEMENT OFFICERS

- A. City Manager. The City Manager is the chief executive officer for the City of Crestview with ultimate authority over the implementation of these regulations. The City Manager has the authority to delegate his or her authority to City staff as necessary for the effective administration and enforcement of these regulations.
- B. Department of Community Development Services. Community Development Services is the City department charged with administration and enforcement of the Land Development Code.
- C. Community Development Services Director. The Community Development Services Director is responsible for the administration of these regulations. Specifically, the Community Development Services Director is responsible for final approval of Development Order applications and construction authorization. The Community Development Services Director shall have administrative responsibility to interpret the Land Development Code.
- D. Public Services Director. The Public Services Director is charged with the development and maintenance of the City's Code relating to the provision of services including, Potable Water, Sanitary Sewer, Drainage, Recreation and Transportation and implementation related to City maintained facilities. The Public Services Director may establish Engineering Design Standards relating to the design and construction of improvements that consume or otherwise utilize City services.
- E. Building Official. The Building Official is responsible for the implementation of various building codes adopted pursuant to the Florida Building Code and other applicable state statutes. The Building Official issues building permits and certificates of occupancy, upon a determination by the City of compliance of permit applications with the City regulations and any prior approvals by the City.
- F. Planning Administrator. The Planning Administrator is responsible for duties under this Code or as assigned by the Community Development Services Director. The Planning Administrator shall be responsible for receiving and reviewing for completeness and sufficiency and for coordinating review of applications for Subdivision and Planned Unit Development approvals, Development Order applications and for coordinating review of said applications, review and approval of Administrative Permits, Zoning Compliance Certificates, and other forms of development.
- G. Compliance Administrator. The Compliance Administrator is responsible for the enforcement of the City of Crestview's Code of Ordinances, Florida Statute 162 and various state statutes. The Compliance Administrator issues Notices of Violation, Correction Notices, Stop Work Orders, Notices of Hearing, Notices of Compliance, and Notices of Non-Compliance to both the public and private sectors regarding violations of the Land Development Code, Code of Ordinances and various state statutes.
- H. Floodplain Administrator. The Floodplain Administrator shall serve as required to administer and implement the floodplain management regulations set forth in Chapter 3. As required by FEMA, the floodplain administrator shall have the following duties:
 - 1. Review local development permits to assure sites are reasonably safe from flooding;
 - 2. Review all local development permits to assure that the permit requirements of Section 5.05.00 have been satisfied;
 - 3. Require copies of additional Federal, State, or local development permits, especially as they relate to Sections 161.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065; and Chapter 553, Part IV, Florida Statutes, be submitted along with the local development permit application and maintain such permits on file with the development permit;
 - 4. Notify adjacent communities, the Florida Division of Emergency Management - State Floodplain Management Office, the Northwest Florida Water Management District, FEMA, and other Federal and/or State agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;
 - 5. Notify FEMA within six (6) months when new technical or scientific data becomes available to the community concerning physical changes affecting flooding conditions so that risk premium rates and flood plain management requirements will be based on current data;
 - 6. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;
 - 7. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-Zones) of all new and substantially improved buildings, in accordance with Section 5.05.00;

8. Verify and record the actual elevation (in relation to mean sea level) to which the new and substantially improved buildings have been flood-proofed, in accordance with Section 5.05.00;
9. Review certified plans and specifications for compliance. When flood proofing is utilized for a particular building, certification shall be obtained from a registered engineer or architect certifying that all areas of the building, together with attendant utilities and sanitary facilities, below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with Section 5.05.00;
10. Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the floodplain administrator shall make the necessary interpretation;
11. When base flood elevation data and floodway data have not been provided in accordance with Section 3.05.00, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or any other source, in order to administer the provisions of Section 5.05.00;
12. Coordinate all change requests to the FIS, FIRM, and FBFM with the requester, State, and FEMA; and
13. Where base flood elevation is utilized, obtain and maintain records of lowest floor and flood proofing elevations for new construction and substantial improvements in accordance with Section 5.05.00.

3.04.00 - SPECIFIC REVIEW PROCEDURES - ADMINISTRATIVE ORDERS, PERMITS AND APPROVALS

- A. The following sections outline the various application types and approvals which shall be reviewed, considered and either approved, approved with conditions, or denied through administrative decision. Administrative decisions shall be made by the Community Development Services Director.
- B. At the Director's discretion, when he or she finds a discrepancy in the code or a special condition of the application, may forward any application to the PDB for additional review and decision.

3.04.01 - Zoning Verification Letter or Flood Verification Letter

- A. Purpose and Intent.
 1. Zoning Verification Letter. To provide an official determination of the zoning of specific property.
 2. Flood Zone Verification Letter. To provide an official determination of the FEMA Flood zone, as shown on the Flood Insurance Rate Map (FIRM) for specific property.
- B. Review Criteria.
 1. The Department will review the applicable City records, maps, and any supporting information and issue a Zoning or Flood Zone verification letter.
 2. Verification letters are valid for the date upon which they are issued and may be subject to change.
 3. Zoning verification letter issuance shall require payment of an administrative fee as established by City Council.

3.04.02 - Administrative Interpretations and Similar Use Determinations

- A. Purpose and Intent.
 1. To determine whether a proposed use, activity, or site design complies with the comprehensive plan.
 2. To interpret specific comprehensive plan policies.
 3. To interpret whether a proposed use, activity, or site "design" complies with the LDC.
 4. To determine how specific code requirements may apply to a site or a development proposal when application of such requirements is not explicitly set forth in the LDC.
 5. To interpret the application of conditions of approval.
 6. To determine whether a proposed use that is not otherwise classified as permitted, or permitted by special use exception, in a zoning district or is not currently defined in this code, may be classified as a similar use.

- B. Review Criteria.
1. To determine whether a proposed use activity or site design complies with specific provisions of the comprehensive plan and is in keeping with the spirit and intent of the comprehensive plan.
 2. Consistency with the Land Development Code.
 3. Whether the proposed use or activity complies with required policies and procedures.
- C. Similar Use Determinations.
1. Interpretation of Similar Uses. Notwithstanding the Zoning district requirements of this LDC, the Director may determine that a specific proposed use may be allowed as a permitted or as a special exception use in a specific zoning district(s).
 2. Similar Use Determination Process.
 - a. A similar use determination may be issued if all of the following findings can be made:
 - (1) The characteristics and activities associated with the proposed use are similar to those of one or more of the allowed uses listed in the zoning district and will not involve a greater level of activity, population density, intensity, traffic generation, parking, dust, odor, noise, or similar impacts than the uses listed in the zoning district; and
 - (2) The proposed use will meet the purpose and intent of the zoning district that applies to the location of the use; and
 - (3) The proposed use is consistent with the goals, objectives, and policies of the Comprehensive Plan; and
 - (4) The proposed use is not listed a permitted, permitted with specific regulations, supplemental standards, or special exception use in another zoning district.
 - b. If a similar use determination is approved, the Director shall expedite a recommendation to the PDB establishing the use to be a permitted use or special exception use. The department shall prepare a text amendment to this ordinance to include the use in the appropriate district, along with any appropriate use regulations.

3.04.03 - Lot Splits and Lot line Adjustments

- A. Purpose and Intent
1. To provide standards for the split of lots ~~and tax and~~ parcels ~~along existing platted lot or parcel lines~~ or for the adjustment of a common property line between two parcels, ~~where a plat or replat is not required.~~
 - ~~2. To provide standards for the split of lots or tax parcels that do not require a replat.~~
 - ~~3. To provide for the split of property when the lot split does not require approval as a new subdivision plat or replat.~~
 - ~~4.2.~~ To provide an expedited path to creating up to two separate parcels from one existing parcel.
- B. General Requirements
1. All divisions of land in the City shall occur only as a new subdivision plat, a replat, or a lot split. A lot split that does not meet the requirements of this chapter is deemed a subdivision or a replat and shall be defined and processed as set forth in the Subdivision regulations of this Code.
 - ~~2. No lot split or lot line adjustment shall be recognized by the City, no lot that is a part thereof shall be sold, and no building permit shall be issued unless the lot split or lot line adjustment has been approved by the City prior to recording in accordance with the requirements of this Chapter.~~
 - ~~2.3. No lot split shall be allowed in any platted recorded subdivision which was recorded after March 11, 1974, unless allowed by variance through the Board of Adjustment.~~
 - ~~3. Any child parcel resulting from the lot split of any parent parcel shall not be split until one (1) year has passed since the original parent parcel split took place.~~
- C. Review Criteria and Standards. The Planning Administrator, where appropriate, will review applications for lot splits and lot line adjustments to establish and/or determine the following:
1. Whether the resulting lot split creates nonconforming lots and structures.
 2. Whether the result will split a portion of a designed site from the rest of such site.
 3. Ensure that the lot split or lot line adjustment does not create split zoning on a parcel.
- D. Application Requirements. The following documents shall be included with the necessary forms as required by the department:

1. A survey prepared by a licensed professional surveyor indicating the legal description of the parent parcel, legal descriptions of all child parcels, boundaries, dimensions, easements, restrictions or agreements affecting the property, rights-of-way, utilities, location of existing buildings, and other pertinent information including wetland boundaries.
 - a. The survey shall be signed, sealed, dated, and certified to the City.
 2. The Deed for the property.
- E. Approval and recording. Community Development Services shall review the proposed lot split for compliance with the criteria set forth in this LDC. Once approved, the applicant may proceed with the lot split and record the lot split with the Okaloosa County Property Appraiser.
1. A Lot Split Certificate shall be issued upon approval.
 - a. Approval shall expire within one (1) year of issuance if not recorded.

3.04.04 - Special Exception Uses and Supplemental Standards

- A. Purpose and Intent.
1. The intent of this section is to permit Special Exception uses which are essential to, or would promote the public health, safety, or welfare in one or more zoning districts, but which might impair the integrity and character of the zoning district or an adjoining district, such that restrictions or conditions on location, size, extent, and character of performance may be imposed in addition to those standards already imposed in the Land Development Code.
- B. General.
1. No variances shall be granted that would reduce or eliminate minimum requirements for special exception uses.
 2. The PDB shall prescribe appropriate supplemental standards coincidental with the special exception use. All such conditions shall be added to the Supplemental Standards in Chapter 7 of this Land Development Code.
 3. Upon approval, a Special Use will be added to Table 4.06.00.
 4. The proposed use shall comply with all requirements of the underlying zoning district(s), the Land Development Code, and all other applicable law.
- C. Standards and Criteria. The following standards shall apply to all applications for special exception uses. The Community Development Services Director shall submit a report and recommendation to the PDB based on these standards.
1. The proposed Special Use's consistency with the Comprehensive Plan.
 2. The proposed Special Use's consistency with the underlying zoning district.

3.04.05 - Administrative Waivers

- A. Purpose and Intent.
1. To grant relief from the strict application of the Land Development Code requirements to allow for minor waivers.
 2. Any relief granted from the strict application of this Land Development Code shall not violate any goals, objectives, or policies of the adopted Comprehensive Plan.
 3. The need for the proposed waiver is due to the unusual or unique physical shape, configuration, existing lots, or other physical condition of the development site. These special conditions are not generally applicable to other lands, structures, or buildings in the same zoning district;
 4. The special conditions are not the result of actions of the property owner and are not based solely on a desire to reduce development costs;
- B. Scope. Administrative Waivers may be granted only for the following:
1. Setback requirements where the setback is not decreased by more than ten percent in the applicable zoning district and the encroachment does not extend into an easement, right-of-way, or is an encroachment over the property line for a zero-lot line required site.
 2. Reduction in the overall required parking by ten percent.
 3. Landscaping or buffers. Up to a ten percent reduction in the width of required buffers or the required number of trees and shrubs.

4. Preservation of Vegetation. A deviation from the following regulations to accommodate the preservation of existing protected tree(s):
 - a. Up to five percent of a required setback; or
 - b. Up to five percent of the required parking spaces.
5. Minor sign deviations as set forth in the sign regulations of this code.
6. Maximum lot coverage. Up to a ten percent increase in the maximum percentage of lot coverage by impervious surfaces, provided the applicant submits calculations by a Florida Registered Professional Engineer showing that the conveyance system for the contributing drainage basin can accommodate the additional stormwater run-off, where applicable.
 - a. A property owner may also add retention storage on-site to compensate for the additional runoff in situations where they propose to exceed the maximum.
 - b. All such calculations and drainage plans must be approved by the City Public Services Department prior to issuance of any building permits.
7. Minor deviations in lot width, depth, or area up to 10%.
- C. Review Criteria. An Administrative Waiver may be approved based on the following criteria:
 1. The proposed deviation will not result in development that is inconsistent with the intended character of the applicable zoning district.
 2. The normally required code standard(s) is determined to significantly inhibit development of the site.
 3. The deviation will not impede the ability of the project or site to adequately provide for service areas and other development features for the project.
 4. Access for service and emergency vehicles will not be impeded.
 5. The proposed deviations will result in a building and site design of equal or superior quality.
 6. The impacts of the waiver are otherwise addressed.
- D. Effective date of approval. A deviation shall take effect upon signed approval by the Community Development Services Director.
- E. If an Administrative Waiver is not approved, the applicant may subsequently apply for a Variance through the PDB.

3.04.06 - Development Orders

- A. Applicability. The procedures contained in this Section are applicable to all projects involving land development, including Site Development Plans. Also included are projects which involve the construction of any facility, the expansion of a site through acquisition or lease, alteration or conversion of an existing site or structures, or the change of use of a site or structure where the site or structure does not meet the current standards or criteria of these regulations.
 1. The provisions of this Section, where appropriate, are to be applied to on-site and off-site development activity.
 2. No land development activity (including land clearing, excavation, or placement of fill) shall commence without obtaining the appropriate approvals and permits required by this code.
- B. Exceptions. The requirements of this section do not apply to:
 1. Single-family dwellings; or
 2. Duplex dwellings on existing platted lots.
 3. General upkeep or cleaning of debris and dead vegetation.
- C. Plan Preparation. A professional engineer registered in the state of Florida shall design all required improvements such as streets, drainage systems, water and sewage facilities, etc.
 1. All plans, drawings, reports, and calculations shall be prepared, signed, and sealed by the appropriate licensed professional, such as engineers, architects, landscape architects, professional surveyors and mappers, or attorneys, registered in the state of Florida.
 2. Other specialized consultants, such as environmental consultants, structural engineers, archaeologists, etc., may be required to assist in the preparation of the plans, drawings, reports, or other documents required for application submittals.
- D. General Plan Requirements. All site development plans submitted in conjunction with application for a Development Order shall include, at minimum, the following components as applicable:

1. A signed and sealed survey showing the location of existing property and rights-of-way lines, both for private and public property.
2. The location of streets, sidewalks, airports, railroads, buildings, transmission lines, sewers, bridges, culverts, drainpipes, water mains, fire hydrants, and any other public or private easements.
3. Any land rendered unusable for development purposes by easements, deed restrictions or other legally enforceable covenants or limitations.
4. All watercourses, water bodies, floodplains, wetlands, important natural features, wildlife areas, soil types and vegetative cover on or adjacent to the site.
5. The location of environmentally sensitive lands as designated by the US Army Corp of Engineers.
6. The existing land use, future land use and zoning district of the lands involved in the development.
7. The location of the proposed development as well as the intensity and/or density of the proposed development.
8. A parking circulation plan that includes onsite traffic flow, points of ingress and egress and any planned public or private roads, rights-of-way, pedestrian ways, bicycle paths or transportation facilities.
9. A traffic study showing the and impacts from the development on nearby roadways.
10. Any existing and proposed stormwater management systems on the site and proposed linkage, if any, with existing or planned public stormwater management systems. As well as all calculations that were used in design of the management facilities.
11. A stormwater management plan during construction.
12. The proposed location and sizing of potable water and wastewater facilities to serve the proposed development.
13. Proposed open space areas on the development site and types of activities proposed to be permitted on such open space areas.
14. Lands to be dedicated or transferred to a public or private entity and the purposes for which the lands will be held and used.
15. A description of how the development will mitigate or avoid potential conflicts between land uses to include a description of any buffering and transitions.
16. Architectural elevations of all buildings sufficient to convey the basic architectural intent of the proposed improvements.
17. The total project area and total disturbed area.
18. A map of vegetative cover including the location and identity, by common name, of all protected trees.
19. A topographic map with one foot contours of the site clearly showing the location, identification and elevation of benchmarks, including at least one benchmark for each major water control structure.
20. The location of any underground or overhead utilities, culverts and drains on the property and within one hundred feet of the proposed development boundary.
21. Area and percentage of total site to be covered by impervious surfaces.
22. Grading and erosion control plans, specifically including perimeter grading.
23. Construction phase lines.
24. Building plans showing the location, dimensions, gross floor area and proposed use of buildings.
25. Building setback distances from property lines, abutting rights-of-way and all adjacent buildings and structures.
26. The location, dimensions, type, composition and intended use of all ancillary structures.
27. The location and specifications of any proposed garbage dumpsters.
28. Cross sections and specifications of all proposed pavement.
29. Typical and special roadway and drain sections and summaries of quantities.
30. Plan and profiles of each proposed street, including private streets, at a horizontal scale of 50 feet or less to the inch, and a vertical scale of 5 feet or less to the inch, with existing and proposed grades indicated. These profiles must show proposed sanitary sewers, swales, water mains, and storm sewers with grades, length, and sizes indicated for each.
31. Information sufficient to determine compliance with the landscape and tree protection regulations of this Chapter.
32. The location, accompanied by all necessary drawings, construction plans, wiring plans, etc., of all proposed signs.

33. The proposed number, minimum area and location of lots, if the development involves a subdivision of land.
 34. All lots shall be numbered either by progressive numbers or in blocks progressively numbered or lettered except that blocks in numbered additions bearing the same name may be numbered consecutively throughout several additions.
 35. All interior excluded parcels shall be indicated and labeled accordingly.
 36. All contiguous property shall be identified by development title, plat book and page, or if the land is unplatted it shall be so designated.
 37. The total number and type of residential units categorized according to number of bedrooms.
 38. The total number of residential units per gross acre.
 39. Location of onsite wells, if any, and wells within 200 feet of any property line, if any.
 40. Restrictions pertaining to the type and use of existing or proposed improvements, waterways, open spaces, buffer strips and the like shall require the establishment of restrictive covenants and such covenants shall be submitted with the final development plan for recordation.
 41. If the development includes private streets, an ownership and maintenance association document shall be submitted with the final development plan and the dedication contained on the development plan shall clearly indicate the roads and maintenance responsibility to the association without recourse to the city or any other public agency.
 42. If the development is to be phased for any reason, a master plan for the entire project shall be submitted with the development plan for the first phase or phases for which approval is sought. In addition, a schedule indicating approximate development phasing, including the sequence for each phase, shall be included.
 43. The manner in which historic and archaeological sites on or near the site will be protected.
- E. Review Process. The application review and approval process for Administrative approvals of development plans shall be in accordance with the application, review, and decision procedures as outlined above. Development Order application approval shall generally adhere to the following process:
1. A complete application is submitted by the applicant;
 2. Staff determines sufficiency and compliance through coordinated departmental review;
 3. Once sufficiency and compliance with the City's Comprehensive Plan and Land Development Code is established the Planning Administrator shall issue a final report to the Director;
 4. This report shall include the following:
 - a. Proof of completeness;
 - b. All plans and related documents;
 - c. All staff comments and reports;
 - d. A staff recommendation based on the approval criteria as outlined in subsection 102-29.7(f); and
 - e. All public comment received relating to the proposed development.
- F. Criteria. The Director may approve, approve with conditions, or deny the application, after consideration and review of the following:
1. The development, as proposed, conforms to the comprehensive plan and is consistent with the recommendations of any applicable PUD Concept Plan, Conceptual Plats, or master plans which have been approved or accepted by the City Council;
 2. The proposed development plans, landscape plans, engineering plans, lighting plans, and other required plans conform or will conform with all applicable City codes, any engineering design standards, and other standards as set forth in this code;
 3. The development will efficiently use or will not unduly burden or deteriorate levels of service standards for the drainage, water, sewer, solid waste disposal, education, recreation, or other necessary public facilities existing, being constructed or are planned and budgeted for construction in the area;
 4. The development provides sufficient on-site storm water management improvements to meet state water quality and flood protection standards;
 5. The development will efficiently use or will not unduly burden or affect public transportation facilities, including public transit, public streets, roads, and highways which have been planned and budgeted for construction in the area,

6. The development provides necessary and adequate vehicular circulation, pedestrian access, ingress and egress, and is configured in a manner to minimize hazards and impacts on adjacent properties and adjacent rights-of-way.
 7. The Public Services Director may require utility, drainage or other easements be accepted by City Council and recorded in the public records prior to approval of a Development Order application or administrative permit.
 8. Projects that involve a vacation of plat or release of easement may have review or approval withheld until such vacation or release of easement has been approved or recorded, as determined by the Director.
 9. The Director may attach any reasonable conditions, safeguards, limitations, or requirements to the approval of a plan which are found necessary and consistent with this section and to carry out the purposes of this Code and the Comprehensive Plan.
 10. The Director, may at his or her discretion, forward any application to the PDB for approval or review and recommendation to City Council.
- G. Final Approval. After a final development order has been issued, the applicant may, within 12 months of the issuance of the final development order, apply for the necessary construction and/or administrative permits. Following any required appeal period, the city shall issue the necessary permits if the proposed construction is consistent with the final development order.
1. If the application for a construction permit deviates from the final development plan the Director shall notify the applicant within five working days of the permit application.
- H. Effect of Plan Approval. Approved site development plans are valid for 12 months from the date of approval. If a Development Order extension has not been obtained prior to the expiration date, the approval expires and becomes null and void.
1. The issuance of a Development Order shall serve as authorization for an applicant to apply for construction and administrative permits only.
 2. An applicant may apply for a one-year extension for good cause. Such an extension may be granted for any plan approved after the effective date of this ordinance and two years prior to adoption. The extension request must be filed prior to the expiration date of plan approval. If the project is within a PUD, or a phased development, the expiration of plan approvals may differ, as established in the original approval.
- I. Pre-construction Meeting. At the discretion of the Director, Building Official, or an Administrator, the applicant may be required to schedule a preconstruction meeting where representatives of the developer, the City, contractors, and franchise utilities shall discuss the construction of the planned improvements. No work shall take place prior to the preconstruction meeting when one is required.
- J. Development Order Amendments
1. Site Development Plan Amendments. Plan amendments include changes to projects which impact multiple aspects of the development, may affect multiple plans, and will require multiple departmental reviews to evaluate the proposed amendment to the plan(s).
 - a. The amendment process may not be used to substantively modify the scheme of development as originally approved.
 - b. Proposed amendments that impact PUD approval criteria or conditions must receive approval of an amendment to the PUD prior to receiving approval.
 - c. Amendments may apply to projects that are ~~currently under review, projects~~ under construction or phased projects that have yet to be completed.
 - d. The applicant shall submit a letter of intent, the applicable fee, the amended plan(s) and any other documentation required to review the proposed amendment.
 - e. The Director shall determine if the proposed changes to the plan can be processed as an amendment, qualify for a lesser review process or require a complete review as equivalent to the original review process.
 - f. Site Development Plan Amendments are subject to additional review and processing fees.
 2. Limited Review Revisions to an approved plan while under construction may be approved in writing by the Planning Administrator, where applicable, provided such revisions fully conform to all existing City regulation.
 - a. The limited review process shall be utilized when the proposed plan revisions meet the following:
 - (1) Does not affect the projects minimum technical requirements of this Code;

- (2) Does not require review by multiple staff or departments;
 - (3) Does not change the gross square footage of a building by more than ten percent;
 - (4) Does not adversely impact compliance with the approved plan; and
 - (5) The proposed revision will not alter the required infrastructure and improvements necessary to serve the project.
- b. The Planning Administrator, where applicable, will determine if the revision requires an approved plan revision or if the revision can be shown on the As-built Drawings.
- 3. Changes that exceed the criteria or the scope of a limited review as specified in this subsection or, as determined by the Planning Administrator, where applicable, may be processed as an amendment or as a full review in accordance with this section.

3.04.07 - Administrative Permits

- A. Certain buildings, structures, improvements, and installations are either exempted by the Florida Building Code from building permit issuance or are required to meet the additional standards of this Land Development Code. Therefore, such buildings, structures, improvements and installations shall be subject to the various development review processes and/or the zoning compliance certificate standards contained in this Article.
- B. An administrative permit is required for all development that does not necessitate the issuance of a development order or that is not otherwise exempted by this Land Development Code. In instances where the Florida Building Code requires building permit issuance, an administrative permit may not be issued but a site development review will occur concurrent with the building review. The Community Development Services Director, or designee will determine which divisions and departments will participate in the review of building permits and administrative permits.
- C. Applicability. An administrative permit shall be required for the following development types and/or instances of construction, improvements and installations.
 - 1. Land Clearing and Protected Tree Removal;
 - 2. Home Occupations;
 - 3. Minor non-residential additions and site improvements which create less than 2,200 sq.ft. of impervious surface area, or that create more than 2,200 sq. Ft. of impervious surface area but do not increase the parking requirement or impact on City services;
 - 4. Other similar minor developments, as determined by the Community Development Services Director, or designee.
- D. Staff Approval. An administrative permit application shall be approved provided all departmental reviewers have accepted the plans and/or accepted the plans with conditions.
- E. Review. The applicant for an administrative permit shall be notified in writing, to include electronic messaging, of any deficiencies in their application within seven (7) days of submittal.
 - 1. Staff shall act upon complete and sufficient applications for site administrative permits within seven (7) calendar days from the date of a complete application submittal.
- F. Administrative Permit Approvals.
 - 1. All approvals will be issued in compliance with the approved plans, if applicable, and may contain relevant conditions of the associated plan approval.
 - 2. If the proposed construction or alteration conforms with all applicable provisions of this Code and all other applicable laws, staff shall issue an administrative permit or other construction authorization.
 - 3. If the proposed construction or alteration fails to conform, staff shall deny the application and shall deliver written notice, to include electronic messaging, to the applicant stating the reason for denial.
- G. Effect of Approval, Expiration, and Extensions. A site development order shall expire six months from the date of issuance unless the permitted improvements are under construction and have passed a required inspection within the thirty days prior to the expiration of the approval. Erosion control inspections, if applicable, will not extend the expiration date.
 - 1. An approval may be extended for an additional ninety days. Failure to either pass a required inspection or request an extension within the ninety-day period provided, will result in the expiration of the approval.
 - 2. Thereafter, a new approval will be required to continue construction.

3.04.08 - Temporary Use Permits

- A. Purpose and Intent. To authorize the temporary uses and activities which do not exceed specific time frames.
- B. General Standards.
 - 1. Only uses listed below, or otherwise approved as temporary uses in Article VII, may be allowed as temporary uses.
 - 2. Each temporary use shall be evaluated by Community Development Services for compliance with the standards and conditions set forth in this LDC and the applicable zoning district.
 - 3. A temporary use permit shall take effect at the time of permit issuance and is in effect only for the specific time-period established in the temporary use approval.
- C. Review Criteria. When considering an application for a temporary use, the Community Development Services Director or Community Recreation and Enrichment Services Director, as appropriate, shall consider whether and the extent to which:
 - 1. The temporary use is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan;
 - 2. The temporary use complies with all relevant and appropriate portions of Article VI and any established Development Standards;
 - 3. The temporary use is not incompatible with the character of the immediate surrounding area;
 - 4. The design, duration, and hours of operation of the temporary use minimizes adverse impacts on nearby properties, including visual and noise impacts;
 - 5. Whether the use complies with all relevant standards related to health, sanitation, and transportation;
 - 6. The temporary use complies with all other applicable provisions of this Code;
 - 7. Any permanent structures used in conjunction with a temporary use must comply with the requirement for adequate public facilities; and
 - 8. Whether any public safety detail will be necessary.
- D. Allowable temporary uses. The following temporary uses shall require a permit:
 - 1. Firework, pumpkin, and Christmas tree sales, to include a sales office.
 - 2. Outdoor display of merchandise.
 - 3. Temporary Storage Containers.
 - 4. Temporary Off-Site Vehicle Sales.
 - 5. Tents for other than Special Events.
 - 6. Other events not named but similar to those enumerated in this subsection.
- E. Outdoor Display of Merchandise
 - 1. Purpose and Intent.
 - a. To provide standards and criteria for review and approval of outdoor display of merchandise.
 - b. To provide reasonable limitations or special conditions for outdoor display to address, minimize, or ameliorate potential impacts of the use on surrounding property and for the protection of the public health, safety, and welfare.
 - 2. General Requirements.
 - a. Outdoor display of merchandise is prohibited in all residential districts, except within the Agricultural zoning district for approved fruit and/or vegetable sales.
 - b. Unless otherwise permitted, outdoor display of merchandise in the C-1 and C-2 districts is prohibited, except on improved property in accordance with the following standards:
 - c. The following items may be displayed in conjunction with an existing licensed business location which retails these items: boats; new or used cars by auto dealerships or auto rental companies; bicycles; motorcycles; garden equipment such as lawnmowers; landscaping nursery items displayed by a nursery business; tires at auto repair businesses; and temporary uses authorized by this code.
 - d. In addition to outdoor display listed above, the outdoor displays of fruit, vegetables, flowers, jewelry, books or antiques are allowed in the C-1, C-2, and in the mixed-use zoning district in conjunction with an approved commercial use, as an approved Temporary use.
 - e. These restrictions shall not apply to approved Special Events.
 - (1) If such displays are placed on a public sidewalk or right-of-way during a special event, such displays shall comply with the following regulations:
 - (a) Displays may be placed on the public sidewalk only directly in front of the lawfully existing business which retails the items being displayed.

- (b) At no time shall a display create a hazard for pedestrian or vehicular traffic.
- (2) Displays shall be placed on tables, shelves and/or racks that are moved indoors or off-site during any hours the business is not open or the duly approved event is not permitted.
- f. All other outdoor display of merchandise must be approved by the City Manager or designee following review at a public meeting.

3.04.09 - Minor Re-Plat

- A. A minor plat shall be defined as modifying only the geometry of the lots of an existing platted subdivision within the limitations of the existing zoning and future land use designations.
- B. Where development involves a minor replat as defined by this Chapter, the City may issue an administrative permit without requiring an application review process and a final development order.
- C. Developers shall be required to record the minor replat in the official county records at no expense to the city and provide a copy to the city.
- D. Prior to approval of a minor replat by the Planning Administrator, or designee, the following standards shall be met:
 - 1. Each proposed lot must conform to the requirements of this chapter and adopted ordinances of the city.
 - 2. If any lot abuts a street right-of-way that does not conform to the design specifications provided in this chapter, the owner may be required to dedicate one-half the right-of-way width necessary to meet the minimum design requirements.

3.04.10 - Periodic Inspection Required; Correction of Deficiencies

- A. Authorized City Staff, the City Engineer, and utility inspectors shall periodically inspect all phases of construction of streets, drainage improvements and utility installations including those improvements which are not to be dedicated to the public but are subject to this chapter. The City official will immediately call to the attention of the developer, or the developer's engineer, any nonconforming work or deficiencies in the work.
- B. Correction of deficiencies in the work is the responsibility of the developer.
 - 1. It is the responsibility of the developer's contractor to schedule the appropriate inspections as identified on the approvals or permits.
 - 2. Duly authorized representatives shall have the right to enter upon the property for the purpose of inspecting the quality of materials and workmanship and reviewing the construction of required improvements during the progress of such construction.

3.04.11 - Final Inspection and Certificate of Occupancy

- A. Prior to the issuance of a Certificate of Occupancy an As-built Survey and Certification of Completion must be submitted which identifies and specifies the locations, dimensions, elevations, capacities, and capabilities of the infrastructure and facilities as they have been constructed.
- B. Upon completion of all improvements required under the approved plans or phase thereof, an inspection must be performed by the developer's engineer and the landscape architect, where applicable. Upon finding the development to be completed and in substantial compliance with the approved plans, the engineer and landscape architect must each submit a letter of substantial compliance along with an As-built Survey to the City, together with certified building as-built drawings.
- C. No final inspection will be performed by the City until the letter(s) of substantial compliance and As-built Survey have been accepted.
 - 1. The letter(s) of substantial compliance shall include a description of any minor changes as shown on the As-built Survey.
 - 2. The letter must certify that the project was completed in accordance with the plans approved and attached to the Development Order or any addendums to the Development Order.
 - 3. The letter must be signed and sealed by the Project Engineer of record for the project.
- D. Only minor changes which do not substantially affect the technical requirements of the approved plans and this code are to be indicated on the As-built Survey.
- E. Letters of substantial compliance shall be digitally signed and sealed in PDF format.
 - 1. Substantial compliance requires that the development, as determined by an on-site inspection by a professional engineer, is completed to all the specifications of the approved plans and that any deviation

between the approved plans and actual as-built construction is so inconsequential that, on the basis of accepted engineering practices, it is not significant enough to be shown on the As-built Survey.

- F. The respective professionals shall prepare and submit to the City, a digitally signed and sealed As-built Survey, in PDF format, of the completed project improvements. The As-Built Survey shall be provided for the complete civil engineering and landscape features of the project
- G. The As-built survey shall be the complete set of approved plans which show strikethrough and markup of the as-built information obtained from direct field observation, survey, or contractor "as-built" drawings. Topographic surveys will not be accepted.
- H. Upon acceptance of the letter of substantial compliance and As-built Survey, City staff shall perform final inspections.
- I. If the final inspections reveal that the development or phase is in substantial compliance with the approved plans, a Certificate of Occupancy will be issued.
- J. If the final inspections reveal that the development or phase thereof is not in substantial compliance with the approved plans, a list of all deviations will be forwarded to the engineer. All deviations must be corrected prior to re-inspection. A new letter of substantial compliance may be required prior to re-inspection. Re-inspection fees will be charged for each re-inspection in accordance with the adopted fee schedule and must be paid prior to receiving a Certificate of Occupancy.
- K. Projects involving permits or approvals issued by County, State, or Federal agencies shall provide evidence that the respective agencies have approved, accepted, or certified that the improvements or work subject to their review has been satisfactorily completed and are ready for use or to be placed into service, prior to Certificate of occupancy issuance.
- L. Turnover of developer installed improvements. Projects that include construction of improvements that will be turned over to the City for ownership and maintenance must also provide a complete package of turnover documents, acceptable to the City, as required by the Director of Public Services.
 - 1. Improvements shall be conveyed to the City by bill of sale in a form satisfactory to the City Attorney, together with such other evidence as may be required by the City that the improvements proposed to be transferred to the City are free of all liens and encumbrances.
 - 2. Turnover documents must be provided to the Director of Public Services with the submittal of a Certification of Substantial Completion and As-built Survey.
 - 3. Improvements constructed pursuant to this Section may not be placed into service or otherwise utilized until the Director of Public Services has authorized such use.
- M. Ongoing compliance. A development project must remain in compliance with the approved development plans, including all conditions, after a letter of certificate of occupancy has been issued by the City. This requirement applies to any property covered by the development plan, whether or not it continues to be owned by the original developer. For purposes of determining compliance, the development plan as approved and constructed, or subsequently amended in accordance with this section, will control.
 - 1. The standards applicable to review for compliance purposes will be based upon the regulations in effect at the time the of plan approval and any applicable amendment, or revision was constructed.

3.04.12 - Stop Work Orders for Site Development

- A. The Director shall have authority to stop work if improvements not authorized in approved plans are being installed or upon failure of the applicant or his engineer to coordinate the construction of the required improvements so as to minimize activities which may have adverse impacts on surrounding property.
 - 1. Authority. Whenever the Director finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Director is authorized to issue a stop work order.
 - 2. Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work on the construction site shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
 - 3. Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

3.04.13 - Violation of an Approved Development Plan

- A. Where construction is commenced for improvements not authorized by an approved development plan, the applicant will be issued a stop work order until an application to amend or correct the respective plan approval has been submitted and approved.
 - 1. An application to amend or correct an approved development plan after construction has commenced in violation of the original approval will be charged an application fee equal to four times the original application base fee.
 - 2. The Director shall have the sole discretion to waive the above fee.
- B. Submittal of the application and payment of the application fee does not protect the applicant from the remedies described in this Code. Any of these forms of relief can be sought or maintained by the City until the problem is abated.
- C. Failure to maintain a development in compliance with an issued and approved Development Order and/or Certificate of Occupancy, constitutes a violation of this Code.

3.04.14 - Phased Projects

- A. Development projects may be split into phases to accommodate the development plans and schedules of the developer.
- B. Development projects may be required by the City to be split into phases to in order to maintain adopted level of service standards.
- C. Site Development Plans. The phasing plan shall show all required facilities, infrastructure, and buildings, if applicable, on the entire development site that is covered by the Development Order application.
- D. If more than one building is covered by the development plan and the developer does not intend to receive certificates of occupancy (CO) for all the buildings at one time, a separate Site Administrative Permit or written construction authorization will be required for each build or buildings to receive a CO apart from the other buildings.
- E. A certificate of compliance for streets, utilities, parking areas, and drainage serving each building(s) will be required from the engineer of record prior to the City performing final inspection and closing that phase of the project and prior to receiving a certificate of occupancy from Community Development Services.
- F. If a final inspection is requested for only a portion of a development, that portion must be an approved phase of the development in accordance with the approved Phased Site Development Plan.

3.04.15 - Guarantees and Sureties

- A. Applicability. The provisions of this section apply to all proposed developments in the city, including private road subdivisions. Nothing in this section shall be construed as relieving the developer or applicant of any requirement relating to concurrency or maintenance of levels of service as may be required by this chapter or the Comprehensive Plan.
 - 1. This section does not modify any existing agreements between a developer and the city for subdivisions platted and final development orders granted prior to the effective date of this chapter.
- B. Improvements, agreements required. The approval of any Development Order application shall be subject to the developer providing assurance that all required improvements, including, but not limited to, storm water and drainage facilities, streets and roadways, water and sewer lines and appurtenances, parking facilities, sidewalks, curbs, gutters, markers, monuments, open space and recreation facilities, shall be satisfactorily constructed according to the approved development plan. The following information shall be provided:
 - 1. A written agreement that all improvements, whether required by this chapter or constructed at the developer's option, shall be constructed in accordance with the standards and provisions of this chapter.
 - a. The term of the agreement indicating that all required improvements shall be satisfactorily constructed within the period stipulated. The term shall not exceed five years from the recording of the plat or thirty percent occupancy of the development, whichever comes first.
 - 2. The projected total cost for each improvement. Cost for construction shall be determined by:
 - a. An estimate prepared and provided by the applicant's engineer; or
 - b. A copy of the executed construction contract;

3. Specification of the public improvements to be made and dedicated together with the timetable for making improvements;
 4. Agreement that, upon failure of the applicant to make required improvements (or to cause them to be made) according to the schedule for making such improvements, the city shall utilize the security provided in connection with the agreement.
 5. Provision of the amount and type of security provided to insure performance.
 6. Provisions that the amount of the security may be reduced periodically as construction proceeds and improvements are made.
- C. Amount and type of security.
1. The City Manager shall be responsible for determining the adequacy of the security proposed to be provided by the developer.
 - a. Security requirements may be met but are not limited to the following:
 - (1) Cash in the form of cashier's check or certified check;
 - (2) Provision of an interest-bearing certificate of deposit in honor of the city with interest payable to the city; or
 2. Irrevocable letter of credit. The amount of security shall be 120 percent of the total construction costs for the required developer-installed improvements (public and private). The amount of security may be reduced commensurate with the completion and final acceptance of required improvements. In no case, however, shall the amount of the security be less than 120 percent of the cost of completing the remaining required improvements.
 3. Completion of improvements. When improvements are completed, final inspection shall be conducted and corrections, if any, shall be completed before final acceptance by the city. The recommendation for final acceptance shall be made upon receipt of a certification of project completion by the city engineer.
 - a. As required improvements are completed and accepted, the developer may apply for release of all or a portion of the security consistent with the requirements above.
 4. Maintenance of improvements.
 - a. A maintenance agreement and security shall be provided to assure the city that all required improvements shall be maintained by the developer according to the requirements of this chapter relating to roads, streets, stormwater drainage, open space and recreation areas.
 - b. The period of maintenance shall be for a period of 18 months.
 - c. The maintenance period shall begin with the acceptance by the city of construction of the improvements.
 5. The security shall be in an amount equal to 15 percent of the construction cost of the improvements and shall be in effect for a period of not less than 24 months.
 6. Whenever proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the city, a legal entity shall be created that shall be responsible for the ownership and maintenance of such facilities and/or improvements.
 7. When the proposed development is to be organized as a condominium under the provisions of Florida Statutes, common facilities and property shall be conveyed to the condominium association pursuant to that law.
 8. When no condominium is to be organized, an owner's association shall be created, and all common facilities and properties shall be conveyed to that association.
 9. No Development Order shall be issued for a development for which an owner's association is required until the association is established, and proof thereof filed with the Director of Community Development Services.
 10. An organization established for the purpose of owning and maintaining common facilities not proposed for dedication to the city shall be created by covenants running with the land. Such covenant shall be included with the final plat. Such organization shall not be dissolved, nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate the same to the city.

3.05.00 - SPECIFIC REVIEW PROCEDURES - QUASI-JUDICIAL PERMITS AND APPROVALS

The following sections outline the various application types and approvals which shall require quasi-judicial proceedings. The Public hearing processes outlined in Section 3.02.02 shall apply.

3.05.01 - General Requirements

Effective Date. Final decisions for quasi-judicial permits shall take effect on the date the Order for the application in question is recorded in the public record.

3.05.02 - Variances

- A. General.
 - 1. A variance may be sought from any bulk, area, or dimensional standard contained this LDC.
 - 2. Nonconforming use of neighboring lands, structures, or buildings in the same district, and permitted use of land, structures, or buildings in other districts, shall not be considered grounds for the issuance of a variance.
- B. Approval Criteria. In order to authorize a variance, the PDB must find that the application meets all of following criteria:
 - 1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
 - 2. That the special conditions and circumstances do not result from the actions of the applicant;
 - 3. That granting the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, buildings, or structures in the same zoning district;
 - 4. That literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these regulations and would cause or impart unnecessary and undue hardship on the applicant;
 - 5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;
 - 6. That granting the variance will not change the use to one that is not permitted in the zoning district or different from other land in the same district; and
 - 7. That the granting of the variance will be in harmony with the general intent and purpose of these regulations, and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- C. Effect of Approval. An approved variance shall run with the land.

3.05.03 - Vacations of Plats, Easements, and Rights-Of-Way

- A. Purpose and Intent.
 - 1. The purpose and intent of this section is to provide procedures for City Council to vacate rights-of-way, easements, and plats pursuant to authority granted under Florida law. The City Council may adopt ordinances vacating plats in whole or in part of subdivisions within the corporate limits of the city, returning the property covered by such plats either in whole or in part into acreage for the purpose of taxation, or vacating public rights-of-way, public easements, or other property in response to applications filed from adjoining property owners.
- B. General.
 - 1. The city may retain an easement for utilities or drainage over any vacated right-of-way and that no use may be made of vacated right-of-way which will be inconsistent with or interfere with the retained easement. The party seeking vacation of a plat, city street, alley, other right-of-way, public easement, or other property must show or submit the following:
 - a. A completed application on forms provided by Community Development Services.
 - b. Petitioner has title to the tract or parcel of land covered by the plat or portion of the plat of which vacation is sought, unless the petitioner is the City of Crestview;
 - c. Letter of approval from Okaloosa County, if applicable;
 - d. Letter of approval from affected telephone companies;
 - e. Letter of approval from affected cable companies; and

- f. Letter of approval from any other affected utility companies (e.g., water, sewer);
- g. If a Vacation is being sought, the signatures of all abutting property owners consenting to such a vacation.
- 2. Applicants requesting to vacate rights-of-way or easements shall provide a recent boundary survey or survey sketch of the property prepared by a registered surveyor showing the area to be vacated and provide a complete legal description(s). The survey or sketch shall show all pavement and all utility and drainage facilities, including water, sewer, cable lines, utility poles, swales, ditches, manholes, and catch basins. Separate drawings and legal descriptions are required for each vacation area when right-of-way and easement configurations differ.
- C. Standards and Criteria. Applications for vacations shall be reviewed in accordance with the following criteria:
 - 1. Whether the plat, easements, or rights-of-way are required by the City for any future transportation, access, water management, or public utility purposes.
 - 2. Whether any required easements are necessary to accommodate the vacation of any plat, easement, or right-of-way.
 - 3. If alternate routes are required or available that do not cause adverse impacts to surrounding areas.
 - 4. If the closure of a right-of-way negatively affects areas utilized for vehicles to turn around and exit an area.
 - 5. Whether local utility providers have given consent to the vacation of the plat, easements, or rights-of-way. The local utility providers may require additional easements or relocation of existing utilities facilities to complete the vacation.
- D. Additional Procedures and Requirements. In addition to the standard notice requirements required by this Code, the following additional notice requirements apply for vacations:
 - 1. If the parcel to be vacated includes an alley, all property owners serviced by the alley and all property owners serviced by a connecting alley shall be noticed.
 - 2. Adoption and recording of resolution and ordinance. After public hearing, the City Council may approve an application for a vacation if it determines there is no reasonably foreseeable public use for the vacated area. Approval of a vacation shall be by resolution or ordinance. The City may retain easements for utilities or drainage in and upon the vacated area. Upon adoption of the resolution vacating the plat or portion thereof, the City Clerk shall furnish to the petitioner a certified copy thereof and the petitioner shall cause the same to be recorded in the public records of the county and shall return a copy, showing the recording information, to Community Development Services.
 - 3. Effect. The adoption and recording of a vacation shall have the effect of vacating all streets and alleys and city-owned easements shown on the portion of the plat so vacated, unless the resolution or ordinance specifically reserved unto the city such city-owned easements or such streets or alleys. If public rights-of-way are vacated, the resolution or ordinance shall specify whether or not easements are reserved therein for utilities and drainage. The resolution or ordinance shall not have the effect of vacating any public canal shown on the portion of the plat vacated, unless the resolution or ordinance specifically so provides.
 - 4. Petitioner's responsibility. The city, City Council, and all officers, employees, and agents thereof shall not assume any responsibility or liability for any matters and things to be done or completed by the petitioner pursuant to the provisions hereof. It is recognized that this procedure may affect substantial interests in real property and other proprietary rights, and the petitioner shall assume full and complete responsibility for compliance with the requirements of law and these procedures in connection with or arising out of any vacation proceedings instituted by the petitioner.

3.05.04 - Conceptual Plats

- A. General.
 - 1. A conceptual plat is a preliminary document, resembling a legally recordable plat, that describes the intended division of land, including lots, alleys, rights-of-way, common areas, easements, and other elements defined in F.S. 177.031.
- B. Purpose and Intent.
 - 1. Conceptual plats allow the Planning and Development Board as well as the City Council to review a proposed subdivision of land prior to the approval of any subdivision construction plans.
- C. Specific Conceptual Plat Requirements.
 - 1. Conceptual plat shall include a signed and sealed boundary survey of the proposed land to be subdivided.

- D. Conceptual Plat Application and Review Procedure.
 - 1. Conceptual Plat shall be included with subdivision construction plans, as part of a subdivision development application.
 - 2. Conceptual Plats shall first be reviewed by planning staff, who will then provide the Conceptual Plat to the Planning and Development board for approval and recommendation.
 - 3. If approved by the Planning and Development Board, the Board shall then provide the Conceptual Plat and their recommendation to the City Council for approval.
 - 4. The Conceptual Plat shall then be reviewed for approval by the City Council.
- E. Review Standards and Criteria.
 - 1. Conceptual Plats will be reviewed by planning staff for conformance with applicable City Codes, the Comprehensive Plan and F.S. Chapter 177.
 - 2. Conceptual Plats will be reviewed by the Planning and Development board for conformance with applicable City Codes and the Comprehensive Plan.
 - 3. Conceptual Plats will be reviewed by the City Council for conformance with applicable City Codes and the Comprehensive Plan.

3.05.05 - Final Plats

- A. Generally
 - 1. No final plat is to be recorded, or land divided until final plat is approved and signed by all parties in section 3.05.05(E).
- B. Submission.
 - 1. Final plats may be submitted any time following the issuance of a development order for their associated subdivision construction plans.
 - 2. Along with the final plat, all copies of easements, restrictions and covenants, and HOA documents related to the plat shall be provided for review.
- C. Specific Final Plat Requirements.
 - 1. Each final plat shall be prepared and signed by all those required pursuant to F.S. Chapter 177, as amended.
- D. Review Process.
 - 1. Planning staff will review the final plat for conformance with F.S. Chapter 177, as well as send the final plat to the licensed surveyor on contract with the City to review the plat for conformance with F.S. Chapter 177.
 - 2. If planning staff approves plat for presentation to the City Council, the plat along with any related documents including easements, restrictions and covenants and HOA documents, along with staff's recommendation shall be provided to the City Council for approval.
- E. Approval and Signatures.
 - 1. Signature shall be provided by the LPA Chairman based on the Planning and Development Board's decision made at the time of Conceptual Plat review.
 - 2. Signature shall be provided by the Community Development Services director upon approval of As-Built construction plans for the subdivision and following a compliant site inspection from planning staff.
 - 3. Signature shall be provided by the City Engineer upon approval of As-built construction plans for the subdivision and following a compliant site inspection from the City Engineer.
 - 4. Signature shall be provided by the City Council President upon approval of the final plat by the City Council.
- F. Warranty Period, Defect Security, and Performance Bonds
 - 1. Defect Security.
 - a. Developer may be required to post a defect security in the amount and manner prescribed by law covering any maintenance for improvements which may be accepted by the City.
 - b. Such security shall become effective upon acceptance of the final plat and shall be in an amount determined by the Public Services department to be sufficient to cover 25 percent of the initial cost of the improvements.
 - c. Any damage to city infrastructure, including street pavement, curbing, swales, road shoulders, water and sewer piping during construction within the subdivision will be the responsibility of the individual permittee.
 - 2. Warranty Period.

- a. The warranty period shall run for 18 months on street paving, water, sewer, storm drainage or other improvements and shall be guaranteed by a 24-month defect security. Warranty period may be extended at the discretion of the City Engineer or Public Services Director.
- b. During the 18-month warranty period and prior to release of the required 24-month defect security, the city will cause improvements to be inspected from time to time. The developer shall be notified of any deficiencies identified during the inspections and will be given 30 days to correct them. If deficiencies remain after 30 days, the city will notify the developer of the city's intention to correct the deficiencies with compensation from the defect security bond instrument on file. No notice shall be required in emergency situations where the defect poses a safety hazard or detriment to the public health and welfare.

3.05.06 - Planned Unit Developments (PUD)

A. General.

1. A Planned Unit Development (PUD) is an area designed for development as a cohesive unit, where uses and innovations in design and layout of the development provide public benefits when compared to standard zoning or uniform lot and block subdivision patterns and design features.
2. In a PUD, the various land use elements are designed so that they interrelate with each other. The boundary between a PUD and adjacent land area(s) requires particular attention to ensure transition and that land use patterns are compatible.
3. Permitted uses in a PUD must be consistent with the Comprehensive Plan future land use classification for the site(s) in question.

B. Purpose and Intent. The purpose and intent of a PUD are to:

1. Innovation in Design. To encourage innovations in residential, commercial, mixed-use, and industrial development so that the needs of the population may be met by greater variety in type, design and layout of buildings and land uses and by the conservation and more efficient use of the space.
2. Appropriate Land Use. To promote the most appropriate use(s) of the land.
3. High Quality Development. To improve the design, character, and quality of new development.
4. Infrastructure. To facilitate the adequate and efficient provisions of roads and utilities.
5. Increased Compatibility. To achieve compatibility with surrounding neighborhoods and developments.
6. Provision of Open Space. To preserve open space as development occurs.
7. Clustering of Uses. To provide for necessary commercial, recreational, and public facilities that are conveniently located to housing.
8. Increased Flexibility. To provide for flexibility in design for new development and future redevelopment.
9. Comprehensive Plan. To achieve the goals of the Comprehensive Plan.
10. To provide a method for previously approved Planned Development Projects to continue to develop under the terms of an approved PDP Development Order and to allow modification to existing PDP approvals under the PUD procedures.

C. Minimum Parcel Size. The minimum parcel size for a PUD is:

1. Non-residential or mixed-use PUD. One acre.
2. All other PUDs. Three acres.

D. PUD approval steps. The PUD review and approval process includes:

1. A rezoning to the PUD zoning district, which establishes the densities, intensities, and permitted uses within the PUD; and
2. A Master Concept Plan, which establishes the design, layout, and dimensional standards of the PUD.

E. Application and submittal requirements. Application and submittal requirements for a PUD are established in this Article. A PUD requires:

1. An application for a rezoning to the PUD zoning district; and
2. A Master Concept Plan submittal.
3. Submittal of the specific PUD application requirements listed below.
4. PUD application for parcels ten acres or larger may apply for a rezone to the PUD zoning district without submitting a Master Concept Plan for concurrent review and processing.

- F. Pre-application meeting required. A pre-application meeting shall be held with City Staff prior to the submittal of a PUD application. The applicant shall indicate the requested PUD zoning district and a sketch of the PUD Master Concept Plan, if applicable, at the meeting.
- G. Specific PUD Submittal Requirements. A PUD application shall include the following:
 - 1. A Letter of Intent, including:
 - a. Reasons the PUD procedure is more desirable than a conventional plan;
 - b. General site description including all parcels and acreages; and
 - c. General project description.
 - 2. A PUD Master Concept Plan indicating:
 - a. Location of the uses within the site;
 - b. Dimensional standards such as height, setbacks, and lot sizes;
 - c. Vehicle circulation patterns, parking areas, and points of access;
 - d. Pedestrian and bicycle circulation with links to other external path systems;
 - e. Open space plan; and
 - f. Landscape and buffer plans.
 - 3. Sample formation of HOA or other organization to operate and maintain open space and other on-site public or private improvements.
 - 4. Phasing plan, if applicable.
- H. Review Standards and Criteria.
 - 1. Every PUD shall be in conformance with the adopted Comprehensive Plan. The maximum density and/or intensity within any PUD shall be consistent with the future land use designation of the site as determined by the Comprehensive Plan.
 - 2. Specific uses, densities, and intensities for each PUD shall be established in the PUD rezoning ordinance. The approved uses, densities, and intensities for a PUD shall take precedence over other standards and requirements in these regulations. The uses approved in a PUD shall be considered permitted uses.
 - 3. Specific bulk, area, and dimensional standards for each PUD shall be approved in the MCP for a PUD and shall take precedence over the standards and requirements in these regulations for development that are not within an approved PUD. Elements to be evaluated for a PUD shall include:
 - a. Appropriateness of the proposed density and/or intensity of the development;
 - b. Internal and external compatibility of the development and surrounding uses;
 - c. Transition and separation between surrounding uses;
 - d. Public amenities, if applicable;
 - e. Access points and vehicular and pedestrian circulation patterns;
 - f. Details and design of internal and external buffers;
 - g. Arrangement and functionality of open space; and
 - h. Additional amenities that will serve the project.
 - 4. Open Space.
 - a. For all PUDs, a minimum of twenty percent of the total land area shall consist of open space.
 - (1) The City may consider a request by the applicant for less than twenty percent open space when deemed appropriate because of size, location, or nature of the proposed development.
 - b. The amenities or off-site improvements shall be utilized by the City or developed by the applicant to mitigate the reduction of open space or to fulfill the recreational needs of the City as required by the Comprehensive Plan.
 - c. Areas that Do Not Count as Open Space.
 - (1) Parking and loading areas,
 - (2) Streets, and rights-of-way shall not count toward usable open space.
 - d. Areas that Count as Open Space.
 - (1) Water bodies,
 - (2) Surface water retention areas,
 - (3) Preservation areas, and riparian areas that are preserved as open space shall count towards this minimum standard, even when they are not usable by or accessible to the residents of the PUD.
 - (4) All other open space shall be conveniently accessible from all occupied structures in the PUD.

- e. Improvements Required. All common open space and recreational facilities shall be shown on the PUD Master Concept Plan and shall be constructed and fully improved according to the development schedule established for each development phase of the PUD.
- f. Landscaping along Sidewalks. All sidewalks within a PUD must be shaded by canopy trees. The area used for shading the sidewalks can be considered as part of the minimum open space requirement.
- g. Maintenance of Open Space. All open space shall continue to conform to its intended use, as specified on the PUD Master Concept Plan. To ensure that public open space identified in the PUD will be used as open space, restrictions, easements, or covenants shall be recorded in deeds or the open space areas may be dedicated to the public to ensure their maintenance and to prohibit the division of any public open space.
- h. Any subdivision of land will require a Property Owners Association (POA) or Home Owners Association (HOA) to ensure that open spaces within a PUD are maintained.
- i. The City is not required to accept dedication of open space areas.
- 5. PUD Perimeter Buffers. The boundary between a PUD and adjacent land uses shall be landscaped with a buffer that has sufficient width and shall include screening to ensure a proper transition and increase compatibility between land uses. The buffer shall be approved in conjunction with the Master Plan.
- 6. Street Standards. All streets, roads, and drive aisles shall be designed and constructed in conformance with the Right-of-way Standards identified in this Land Development Code.
- 7. Phasing. When a PUD is developed in phases, a proportional amount of the open space and recreation areas shall be included in each phase, in order to comply with the open space requirements of this chapter at the completion of each phase of the development.
- I. Master Concept Plan and concurrent Preliminary Subdivision Plan review. The approved Master Concept Plan may be used for Preliminary Subdivision Plan approval, provided the required details and information for review are included in the Master Plan.
- J. Amendments to Planned Unit Developments.
 - 1. Administrative Amendments. Amendments to an approved PUD may be approved administratively if they meet the following criteria:
 - a. Density or intensity is increased by less than ten percent.
 - b. Open space is not decreased by more than five percent.
 - c. There are no changes to any condition of approval.
 - d. There is no change in permitted uses or types of structures.
 - e. Dimensional standards are changed by no more than ten percent.
 - 2. Review Standards for amendments. An approved PUD Master Concept Plan may be amended if the applicant demonstrates that the proposed modification:
 - a. Is consistent with the efficient development and preservation of the entire PUD;
 - b. Does not affect in a substantially adverse manner either the enjoyment of the land abutting upon, adjoining or across a street from the planned unit development;
 - c. Is not granted solely to confer a special benefit upon any person;
 - d. Does not contain proposed uses that detract from other uses approved in the PUD;
 - e. Does not contain an open space plan that differs substantially in quantity or quality from the originally approved plan; and
 - f. Contains streets and utilities that are coordinated with planned and existing street and utilities for the remainder of the PUD.
 - 3. Amendments that require City Council Approval. Any amendment to a PUD that does not meet the criteria in subsections 1 through 2 above, must be approved by the City Council.
- K. Effect of PUD approvals.
 - 1. PUD zoning. A rezoning to a PUD zoning district shall run with the land.
 - 2. Master Concept Plans. A Master Concept Plan shall be valid for any time period established in the conditions of approval for the Plan. If a specific time period is not specified then the MCP shall run with the land.
OR
 - 3. If a Site Development Plan, a building permit for vertical construction, or a subdivision plat has not been approved within 2 years, the Master Concept Plan shall be null and void, unless an extension has been approved by the City Council.

- L. Extensions. A PUD may receive one extension that is valid for two years. Upon expiration of the extension, the Master Concept Plan shall be null and void.

3.05.07 - Zoning Change (Re-Zoning)

- A. Initiation. Applications for a change in zoning may be initiated in the following manner:
 - 1. The City Council, upon its own motion;
 - 2. The Planning and Development Board, upon its own motion;
 - 3. The property owner(s) of at least fifty-one percent of the land in the proposed rezoning area;
 - 4. The City Manager for a City initiated rezoning; or
 - 5. Community Development Services, following approval of a similar use determination.
- B. Review Criteria. An application for a rezoning shall be reviewed in accordance with the following criteria:
 - 1. Whether the proposed zoning district is consistent with the City Comprehensive Plan;
 - ~~2. Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration;~~
 - ~~3-2~~ Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration;
 - ~~4-3~~ Whether the proposed zoning district will serve a community need or broader public purpose;
 - ~~5-4~~ To ensure there are not multiple zoning districts assigned to one parcel. Except if secondary zoning is Conservation (E), designated on a plat or development plans as a parcel or easement of conservation or jurisdictional wetlands;
 - ~~6-5~~ The characteristics of the proposed rezoning area are suitable for the uses permitted in the proposed zoning district; and
 - ~~7-6~~ Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.
- C. Effective date of approval. A rezoning shall take effect upon City Council adoption of the ordinance approving the zoning change.
- D. Effect of Denial. An application for a rezoning which has been previously denied by the City Council shall not be accepted for at least one year after the date of denial. An application to rezone property to a designation that is different than the designation, which was denied by the City Council, will be accepted and considered without consideration of time since the previous application was denied.

3.06.00 SPECIFIC REVIEW PROCEDURES - LEGISLATIVE APPROVALS

The following sections outline the various application types and approvals which shall require legislative proceedings. The Public hearing processes outlined in Section 3.02.02 shall apply.

3.06.01 - Annexations

- A. Purpose of Annexations. Annexations shall be considered for the following reasons:
 - 1. The annexation implements the Comprehensive Plan.
 - 2. The annexation increases the City's inventory of non-residential lands.
 - 3. The annexation results in the removal of enclaves.
 - 4. The annexation results in the logical extension of City boundaries.
- B. Manner of Initiation. Applications to annex property into the City may be initiated in the following manner:
 - 1. The City Council; or
 - 2. By a petition of one or more owners of property within an area proposed for annexation.
- C. Review Criteria. Proposed annexations shall be reviewed in accordance with the requirements of Chapter 171, Florida Statutes.
- D. Effective date of approval: The effective date of an annexation will take place in accordance with Chapter 171, Florida Statutes.

3.06.02 - Future Land Use Map Amendments

- A. Purpose of Amendments. Future Land Use Map amendments shall be considered for the following reasons:
 - 1. The amendment implements the goals, objectives, and policies of the Comprehensive Plan.
 - 2. The amendment promotes compliance with changes to other city, state, or federal regulations.
 - 3. The amendment results in compatible land uses within a specific area.
 - 4. The amendment implements findings of reports, studies, or other documentation regarding functional requirements, contemporary planning practices, environmental requirements, or similar technical assessments.
 - 5. The amendment is consistent with the City's ability to provide adequate public facilities and services.
 - 6. The amendment prepares the City for future growth, such as reflecting changing development patterns, identifying demands for community services, reflecting changes necessary to accommodate current and planned growth in population, and facilitating community infrastructure and public services.
- B. Manner of Initiation. Applications for a Future Land Use Map amendments may be initiated in the following manner:
 - 1. The City Council by its own motion;
 - 2. The Planning and Development Board by its own motion;
 - 3. The City Manager for City initiated requests; or
 - 4. By a petition of one or more property owners of at least 51% of the property owners of an area proposed for amendment.
- C. Review Criteria. Proposed future land use map amendments shall be reviewed in accordance with the requirements of Chapter 163, Florida Statutes, and the following criteria:
 - 1. Whether the proposed future land use amendment is consistent with the goals, policies, and future land use designations of the City Comprehensive Plan;
 - 2. The amendment protects the health, safety, and welfare of the community;
 - 3. The proposed amendment and all of the consistent zoning districts, and the underlying permitted uses, are compatible with the physical and environmental features of the site;
 - 4. The range of zoning districts and all of the allowed uses in those districts are compatible with surrounding uses in terms of land suitability or density and that a change will not result in negative impacts on the community or traffic that cannot be mitigated through application of the development standards in this Code;
 - 5. The site is capable of accommodating all of the allowed uses, whether by right or otherwise, considering existing or planned infrastructure for roads, sanitary and water supply systems, stormwater, parks, etc.; and
 - 6. Other factors deemed appropriate by the Planning and Development Board and City Council.
- D. Effective date of approval. The effective date of a future land use map amendment shall be in accordance with Chapter 163, Florida Statutes.

3.06.03 - Comprehensive Plan Amendments

- A. Purpose of Amendments. Comprehensive Plan amendments shall be considered for the following reasons:
 - 1. The amendment clarifies the intent of the Comprehensive Plan.
 - 2. The amendment corrects an error in the Comprehensive Plan.
 - 3. The amendment addresses changes to state legislation, recent case law, or opinions from the Attorney General of the State of Florida.
 - 4. The amendment implements the Comprehensive Plan.
 - 5. The amendment promotes compliance with changes to other city, state, or federal regulations.
 - 6. The amendment results in compatible land uses within the future land use designation.
 - 7. The amendment implements findings of reports, studies, or other documentation regarding functional requirements, contemporary planning practices, environmental requirements, or similar technical assessments.
 - 8. The amendment promotes the City's ability to provide adequate public facilities and services.
- B. Manner of Initiation. Comprehensive Plan Amendments may be initiated in the following manner:
 - 1. The City Council;

2. The Planning and Development Board; or
 3. The City Manager for City initiated requests.
- C. Review Criteria. Proposed comprehensive plan amendments shall be reviewed in accordance with the requirements of Florida Statutes, Chapter 163, and the following criteria:
1. The amendment is consistent with the goals and policies of the City Comprehensive Plan;
 2. The amendment protects the health, safety, and welfare of the community; or
 3. Other factors deemed appropriate by the Planning and Development Board and City Council.
- D. Effective date of approval. The effective date of a comprehensive plan amendment shall be in accordance with Chapter 163, Florida Statutes.

3.06.04 - Land Development Code Text Amendments

- A. Purpose of Amendments. Land Development Code (LDC) text amendments shall be considered for the following reasons:
1. The amendment clarifies the intent of the LDC.
 2. The amendment corrects an error in the LDC.
 3. The amendment addresses changes to state legislation, recent case law, or opinions from the Attorney General of the State of Florida.
 4. The amendment implements the LDC or Comprehensive Plan.
 5. The amendment promotes compliance with changes to other city, state, or federal regulations.
 6. The amendment adds district uses that are consistent with the character of the current range of allowed uses.
 7. The amendment results in providing compatible land uses within the City.
 8. The amendment implements findings of reports, studies, or other documentation regarding functional requirements, contemporary planning practices, environmental requirements, or similar technical assessments.
- B. Manner of Initiation. Applications for a LDC text amendment may be initiated in the following manner:
1. The City Council by its own motion;
 2. The Planning and Development Board by its own motion; or
 3. The City Manager for City initiated requests, including text amendments associated with a similar use determination.
- C. Review Criteria. Proposed LDC text amendments shall be reviewed in accordance with the following criteria:
1. Whether the proposed LDC text amendment is consistent with the goals, policies, and future land use designations of the City Comprehensive Plan;
 2. The amendment results in compatible land uses within a zoning designation;
 3. The amendment protects the health, safety, and welfare of the community; or
 4. Other factors deemed appropriate by the Planning and Development Board and City Council.
- D. Effective date of approval. The effective date of a LDC text amendment shall take place upon adoption.

CHAPTER 4 ZONING DISTRICTS AND OVERLAYS

4.00.00 - GENERALLY

The purpose of this chapter is to describe the zoning districts and permissible uses of land within the City of Crestview, in accordance with the City Code and Comprehensive plan. Any violation of this Chapter shall be punished as provided for in section 1-11 of the City Code and Chapter 162, Florida Statutes.

4.01.00 - LAND USE DISTRICTS, DENSITY AND INTENSITY

Land use categories and adopted densities and intensities are as described below:

Land Use Category	Use Description	Allowed Density/Intensity
R - Residential	Residential Development	Maximum of 8 units per acre
MU - Mixed Use	Mixed Use development with residential and non-residential uses	Maximum of 20 units per acre or FAR of 2.0
C - Commercial	Commercial Development	FAR of 3.0
IN - Industrial	Industrial Development	FAR of 3.0
PL - Public Lands	Limited to development of recreation, schools, churches, institutional uses, utilities, and government facilities.	FAR of 2.0
CON - Conservation	Educational or recreational uses coincidental to and compatible with the conservation purpose of the district	Maximum impervious surface coverage of 5%

4.02.00 - OFFICIAL ZONING MAP

Zoning districts and zoning district boundaries are hereby established and declared to be in effect upon all land and water areas included within the boundaries of each district as shown on the map designated the as "Official Zoning Map of the City of Crestview, Florida." The Official Zoning Map is on file in the City of Crestview City Hall. Such map and all notations, references and other information shown thereon are as much a part of this chapter as if the information set forth thereon was fully described and set out in this section.

4.03.00 - ESTABLISHMENT AND PURPOSE OF ZONING DISTRICTS

A. Residential Districts.

1. R-1E – Single-Family Estate District. The Single-Family Estate zoning district is established to provide for single-family dwellings and allowed accessory structures customarily associated with residential development in legacy neighborhoods and un-platted residential areas where larger lot sizes are customary. The maximum density is 2.0 dwelling units per acre. Each single-family dwelling must be placed on one parcel, lot, tract or other division of land.
2. R-1 - Single-Family Low-Density District. The Single-Family Low-Density zoning district is established to provide for single-family dwellings, accessory dwelling units and allowed accessory structures customarily associated with residential development in legacy neighborhoods and un-platted residential areas. The maximum density is 4.0 dwelling units per acre. Each single-family dwelling must be placed on one parcel, lot, tract or other division of land.
3. R-2 - Single-Family Medium-Density District - The Single-Family Medium-Density zoning district is established to provide for single-family dwellings in traditional residential neighborhoods. The R-2 zoning district is limited to single-family homes and allowed accessory structures. The maximum density is 6.0 dwelling units per acre. Each single-family dwelling must be placed on one parcel, lot, tract or other division of land.

4. R-3 - Single and Multi-Family Dwelling District - The Multi-Family Dwelling Density zoning district is established to provide for single- and multi-family dwellings in higher-density residential neighborhoods. The R-3 zoning district is limited to single- and multi-family dwellings and accessory structures. The maximum density is 8.0 dwelling units per acre in the Residential (R) Future Land Use, and 10.0 dwelling units per acre in the Mixed-Use (MU) Future Land Use. Each parcel, lot, tract or other division of land may contain multiple single- or multi-family dwellings according to the density allowed by the size of each piece of land.
- B. Mixed Use Districts.
 1. MU - Mixed-Use District - The Mixed-Use district is established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments, including retail sales, professional offices, service industries, bed-and-breakfasts, other similar uses and accompanying accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum density for dwellings is 20.0 dwelling units per acre, and the maximum allowed floor area ratio (FAR) for commercial uses is 2.0. Each parcel, lot, tract or other division of land may contain multiple single- or multi-family dwellings according to the density allowed by the size of each piece of land.
- C. Commercial and Industrial Districts.
 1. C-1 - Commercial Low-Intensity District - The Commercial Low-Intensity District is established to provide for multi-family apartments, condominiums and low-intensity commercial uses including restaurants, small-scale retail sales, service industries, entertainment, light manufacture and repair, small professional offices, hotels, gas stations, other similar uses and allowed accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed density for dwelling units is 25 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 2.0 for commercial uses.
 2. C-2 - Commercial High-Intensity District - The Commercial High-Intensity District is established to provide for high-intensity commercial developments including restaurants, large-scale retail sales and service industries, entertainment, light manufacture and repair, professional offices, hotels, gas stations, other similar uses and allowed accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed floor area ratio (FAR) is 3.0.
 3. IN - Industrial District - The Industrial District is established to provide for all types of manufacture and repair as well as gas stations, other similar uses and accompanying accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed floor area ratio (FAR) is 3.0.
- D. Public Land and Conservation Districts.
 1. P - Public Lands District - The Public Lands district is established to provide for municipal, governmental or otherwise institutional uses such as City, County, State or Federal buildings, parks, schools, other similar uses and allowed accessory uses. Uses may be limited by location due to impacts and compatibility issues. The maximum allowed floor area ratio (FAR) is 2.0.
 2. E - Conservation District - The Conservation District is established to provide for passive recreation or educational uses that are compatible with the conservation purpose of the district. Such passive uses include passive parks, open spaces and areas designated for protection, such as water bodies, wetlands, and habitats for protected species.

4.04.00 - ZONING DISTRICT COMPARISON TO FUTURE LAND USE CATEGORIES

- A. The Future Land Use Map of the Comprehensive Plan establishes allowable land uses within the City. The zoning districts set forth within this LDC must be consistent with the Future Land Use Map. Any rezoning of land must maintain this consistency. Table 4.04.00 sets forth the allowable zoning districts which are consistent with each land use category from the Future Land Use Map.
- B. When a parcel of land is annexed or rezoned, it is necessary to assign a new zoning district to a piece of land. The following criteria shall be applied to the determination of the appropriate zoning district:
 1. Whether the requested zoning district is consistent with the future land use category according to Table 4.04.00.
 2. Whether the uses within the requested zoning district are compatible with the uses in adjacent zoning districts. Compatibility is determined by considering scale of use; intensity of use as determined by floor area ratio and impervious surface coverage; hours of operation; impacts from noise in parking lots or structures; noise from outdoor gathering places; noise from outdoor speakers; noise from processes such

as from body shops, equipment shops, and industrial activities; lighting from parking lots or structures and vehicles; and security lighting. Compatibility shall consider the range of allowable uses on parcels adjacent to the proposed rezoning parcel and the typical impacts for those uses.

3. Whether the requested use is substantially more intense or less intense than allowable development on adjacent parcels. The range of uses permissible according to the land use category and zoning district on the adjacent parcels is the basis for determination. The existence of a nonconforming use on adjacent parcels which is substantially more or less intense than the requested zoning shall not establish the sole reason for denial of the requested zoning.
4. Whether the requested use is based on soil types, topography, protection of natural resources, and protection of designated historic areas.

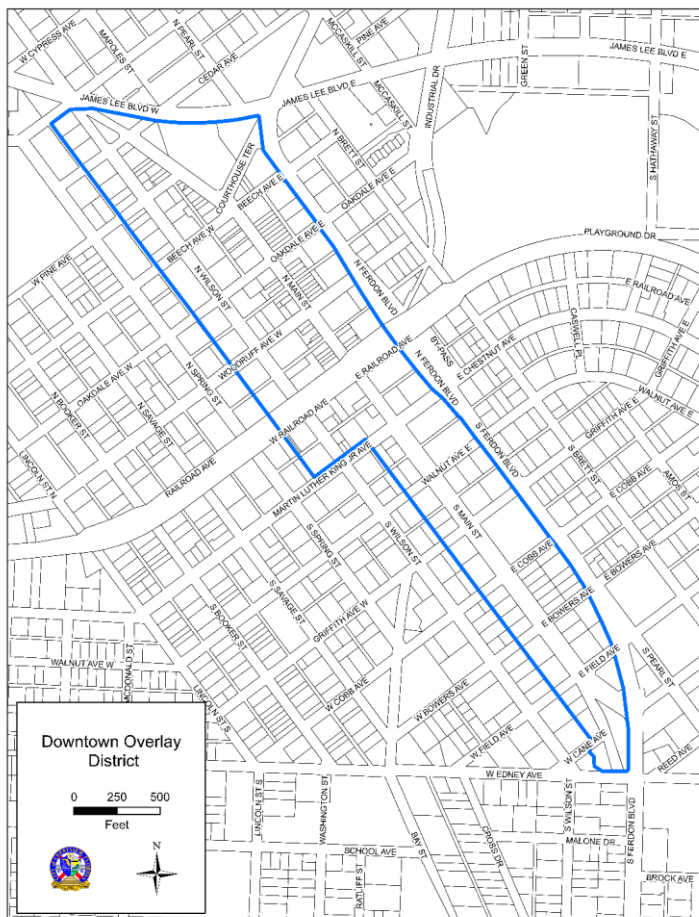
Table 4.04.00 - Zoning Districts in Future Land Use Categories

Future Land Use	Zoning Districts									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	PL	E
Residential (R)	X	X	X	X						
Mixed Use (MU)				X	X	X				
Commercial (C)						X	X			
Industrial (I)								X		
Public Lands (P)									X	
Conservation (CON)										X

4.05.00 - ESTABLISHMENT AND PURPOSE OF OVERLAY DISTRICTS

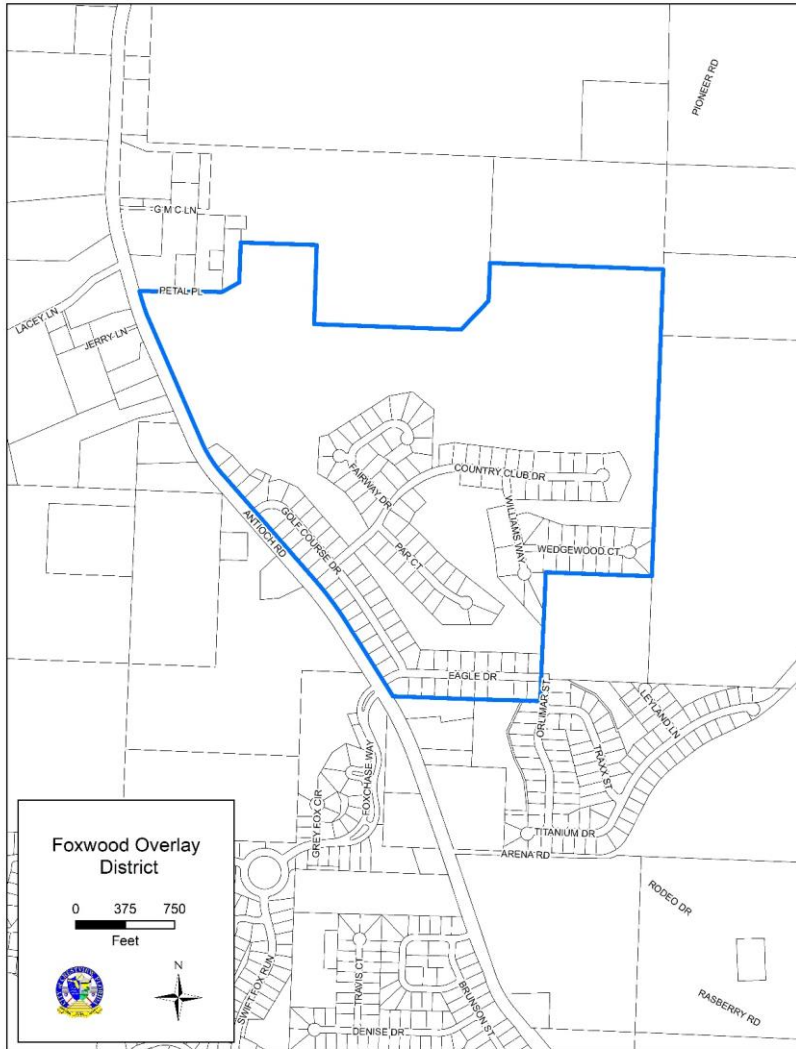
- A. Purpose. The purpose of overlay districts is to provide a means of modifying the site design and development requirements applicable to the underlying zoning district(s).
- B. *Downtown Overlay District*. The *Downtown Overlay District* is established to preserve and promote the downtown area of Crestview. The intent of the *Downtown Overlay District* is to provide flexibility in location and design requirements to support and encourage economic development in the downtown area.
 1. The *Downtown Overlay District* is intended as a location where specific site design features will be provided to ensure flexibility in the location of activities, accessory structures, and other site design requirements, consistent with a downtown location.
 2. The *Downtown Overlay District* is intended to encourage the provision of design features necessary to support economic development and to maintain appropriate development characteristics within the *Downtown Overlay District*. Specific design requirements can be found in Chapter 6 of this code.
 - 2-3. Developments within the Downtown Overlay District are exempt from the requirements of Section 6.08.00.
 - 3-4. The See figure 4.05.00 below for the boundary of the Downtown Overlay District.

Figure 4.05.00 - Downtown Overlay District



- C. *Foxwood Overlay District*. The *Foxwood Overlay District* is established to preserve a number of the original site design characteristics required by Okaloosa County prior to the area's annexation. The intent of the *Foxwood Overlay District* is to allow any future residential development to conform to the same site requirements as the residential dwellings that exist in this area as of February 2021.
1. The *Foxwood Overlay District* is intended create specific setback requirements for the area that deviate from and supersede those required by the underlying assigned zoning designation. These specific deviations can be found in Chapter 6 of this code.
 2. Figure 4.05.01 below reflects the boundary of the *Foxwood Overlay District*.

Figure 4.05.01 - Foxwood Overlay District



4.06.00 - LAND USES PERMISSIBLE IN EACH ZONING DISTRICT

- A. How to read the Table of Permissible Uses (Table 4.06.00)
1. Within the Table 4.06.00, the letter "P" indicates that the land use is permissible, subject to compliance with the standards of the zoning district.
 2. The letter "S" indicates that the use is permissible, subject to compliance with the standards of the zoning district, and the supplemental standards specified for the use. Supplemental standards are contained in Chapter 7.
 3. An empty cell indicates the use is prohibited.
 4. Reference back to 4.05.00B3 for uses not allowed in the Downtown Overlay District.
 5. Any use that is not identified in Table 4.06.00 is prohibited unless it is found to be substantially similar by the Planning Administrator.
 - a. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 4.06.00. Examples of characteristics to be considered include the following:
 - (1) Typical hours of operation;
 - (2) Use of outdoor storage;
 - (3) Trip generation rates;
 - (4) Generation of noise, light pollution, odor, smoke, electromagnetic interference, or vibration; and
 - (5) Customary activities associated with the use.
 - b. A requested use shall be consistent with the Comprehensive Plan.
 - c. A requested use shall be consistent with the purposes of the zoning district applicable to the parcel.
 - d. The administrative interpretation of uses shall be subject to appeal, as set forth in Chapter 9.

Table 4.06.00 - Permissible Uses in Each Zoning District

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Residential Uses										
Single-family dwelling	P	P	P	P	P					
Duplex or Triplex				P	P					
Multifamily / Apartments / Condos				P	P	P				
Townhouse				S 7.05.08	S 7.05.08					
Manufactured homes		P	P	P	P					
Manufactured home community					S 7.05.06					
Non-Residential Uses										
Alcohol package store (no consumption on premises)						P	P			
Animal hospital or veterinary clinic						P	P			
Arenas, band shell, amphitheater, outdoor performance area						P	P		P	

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Artisan studio					P	P	P			
Asphalt or concrete plant								P		
ATM kiosk					P	P	P	P	P	
Bait and tackle					P	P	P			
Barber, beauty salon, nail salons, aesthetician, and other similar uses					P	P	P			
Bed and breakfast lodging					P	P	P			
Building materials, building supply, enclosed lumber yard						P	P	P		
Business support services, such as copying, mailing, printing, private mail service					P	P	P	P		
Car wash or detailing facility						P (7.05.01.B)	P	P		
Cemetery									P	
Community Center, club, or lodge					P	P	P			
Commercial recreation, including bowling, laser tag, video arcades, go karts, and other similar uses					<u>P</u>	P	P			
Residential subdivision public community/amenity center	P	P	P	P	P					
Cultural facility, such as library, museum, or gallery					P	P	P			
Day-care (child), nursery school, kindergarten, or pre-kindergarten					P	P	<u>P</u>			
Day-care (adult)					P	P	<u>P</u>			

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Distribution centers, may include warehousing, dispatch offices, vehicle yards							P	P		
Essential public / municipal services	P	P	P	P	P	P	P	P	P	<u>P</u>
Farmer's market, outdoor sales, roadside vendors					P	P	P		P	
Financial institutions, banks, credit unions, brokerages, no drive-up window						P	P			
Financial institutions, banks, credit unions, brokerages, with drive-up window						P	P			
Food stores, specialty, such as bakeries, candy, ethnic groceries, catering services					P	P	P			
Food Truck Sites					S 7.05.07	S 7.05.07	S 7.05.07	S 7.05.07		
Fortune tellers and psychics					P	P				
Freight and moving companies						P (7.05.01.B)	P	P		
Fuel/gasoline station, may include convenience store, restaurant, automotive supplies, but not repair						P (7.05.01.B)	P	P		
Funeral homes, mortuaries, crematoria						P (7.05.01.B)	P			
Garden, community or neighborhood	P	P	P	P	P	P			P	P
Golf course	P	P	P	P	P				<u>P</u>	
Grocery store, supermarket						P	P			

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Group home, congregate living facility and similar uses				P	P	P				
Health clubs, exercise clubs, spas, gyms					P	P	P			
Hospital						P	P	P	P	
Hotels, motels, inns and similar lodging facilities						P	P			
Ice vending machine					P	P	P	P	P	
Industrial uses, heavy industry with nuisance factors, such as odor, noise, vibration, electronic interference								P		
Junk or salvage yards, recycling facilities								P		
Kennel with outdoor runs						P (7.05.01.B)	P			
Kennel, no outdoor runs					P	P (7.05.01.B)	P	P		
Laboratories, medical						P	P	P		
Laboratories, industrial							P	P		
Landscaping materials sales: plants, stone, mulch, gravel, supplies, greenhouse, nursery yards						P (7.05.01.B)	P	P		
Laundry facility, self-service					P	P	P	P		
Lounge, bar or nightclub						P	P			
Light manufacturing, light assembly, fully enclosed building, no nuisance factors					P	P	P	P		

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Heavy manufacturing and intense industrial activities including production, fabrication, assembly, outdoor storage, with nuisance factors								P		
Medical and dental clinics, outpatient facilities						P	P			
Medical facility for recovery or rehabilitation services, includes substance abuse center, physical or mental rehabilitation, overnight stays						P	P			
Medical marijuana dispensary, Drug stores and pharmacies						S 7.05.02	S 7.05.02			
Nursing home or convalescent facility, overnight stay				P	P	P	P			
Offices, general, includes offices for trades or construction businesses					P	P	P	P		
Parking lot or parking garage, commercial						P	P	P		
Pawnshops						P	P			
Personal services, such as jewelry repair, shoe repair, tailoring, dry cleaning pick-up center					P	P	P			

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Professional offices, accounting, government operations, legal services, bookkeeping, realtors, brokers, insurance, etc.					P	P	P			
Recreational camping					S 7.05.03B	S 7.05.03B	S 7.05.03			S 7.05.03
Recreational vehicle park					S 7.05.04	S 7.05.04	S 7.05.04			
Religious facility		P	P	P	P	P	P	P	P	
Repair shops, small equipment, small appliances						P	P	P		
Restaurants, drive-through and fast food						P	P			
Restaurants, (drive-through not allowed)					P	P	P			
Retail shops, freestanding or within centers, includes department stores or specialty shops such as art, antiques, furniture, florist, appliances, jewelry, media, office supplies, automotive supplies, etc.					P	P	P			
Retail, large-scale discount establishments, big-box stores						P	P			
RV, motor homes, travel trailers, or manufactured home sales lot						P (7.05.01.B)	P	P		
Schools: academic, charter, public or private		P	P	P	P	P	P		P	
Schools: business, commercial, trade, vocational					P	P	P	P	P	

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Self-storage, mini-storage facilities					P	P	P	P		
Stone, granite, monument sales						P (7.05.01.B)	P			
Studios for personal instruction, such as music, dancing, art or photography					P	P	P			
Tattoo parlors and body-piercing studios					P	P	P			
Terminals, bus, transit, includes truck stop							P	P		
Theaters, movie or performing arts						P	P			
Towers, radio, TV, telecommunication	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	S 7.05.05	
Trades, maintenance services, and heavy repair services, including outdoor storage, equipment yards, machine shops, welding shops, towing services							P	P		
Uses that are adult-oriented, including bookstores, movie stores, theaters, entertainment, and retail stores								P		
Vehicle: repair, body shop							P	P		
Vehicle: sales and rentals, including automobiles, trucks, and motorcycles						P (7.05.01.B)	P			
Vehicle: construction, heavy equipment sales and rental							P	P		
Vehicle: storage yards						P (7.05.01.B)	P			
Warehousing, not including self-services storage						P (7.05.01.B)	P	P		

Principle Land Use	Zoning District									
	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN	P	E
Wholesalers						P (7.05.01.B)	P			

4.07.00 - CHANGE OF USE REQUIREMENTS

- A. A request to change the permissible use of a parcel of land or structure shall be considered according to the procedures established in Chapter 9 - Variations from Standards in the LDC.
- B. A change of the permissible use of a parcel of land or structure shall meet the following criteria:
 1. The requested use is permissible according to Table 4.06.00, Permissible Uses in Each Zoning District.
 2. When the requested use has greater impacts than the existing use it shall be established only in compliance with the following site design and development standards:
 - a. Parking, loading, handicapped access, stacking lanes, or driveway standards set forth in Chapter 8.
 - b. Landscaping and buffering requirements set forth in Chapter 6.
 - c. Level of service standards set forth in the City of Crestview Engineering Standards Manual.
 - d. Impervious surface coverage standards for the applicable zoning district, set forth in Chapter 6.
 3. The requested use does not require exterior building alterations, except that such alterations may be permissible in compliance with applicable building and safety codes.
 4. The requested use can be granted a new Certificate of Occupancy.

CHAPTER 5 ENVIRONMENT AND RESOURCE PROTECTION

5.00.00 - GENERALLY

5.00.01 - Purpose and Intent

The purpose of this chapter is to protect the existing natural resources in the City. These standards preserve the natural environment and protect wildlife habitat and migration corridors.

5.00.02 - Applicability

The standards in this chapter shall apply to all new development and redevelopment within the City, except for development on lots of record that were approved for single-family residential use prior to the effective date of this LDC.

5.01.00 - WETLANDS PROTECTION

- A. The natural function of wetlands within the City shall be protected. Potential wetlands are identified in the Comprehensive Plan; however, final delineation shall be established by an independent survey conducted in accordance with the methodology set forth in the Florida Statutes.
 - 1. Wetlands shall not be removed, altered, or destroyed, except where permitted and mitigated as required by the Florida DEP, NFWFMD, and the U.S. Army Corps of Engineers. Proof of permit shall be provided by the City. Areas approved for mitigation shall be protected through a conservation easement with the City as a party to the easement.
 - 2. A de minimus exemption may be granted by the Florida DEP, NFWFMD, and the U.S. Army Corps of Engineers. Where exempted, proof of exemption shall be provided to the City.
 - 3. Where an applicant is exempt from permitting requirements of the State of Florida or the U.S. Army Corps of Engineers, the City shall determine whether a local development permit is required to protect the natural function of the wetlands.
- B. Setbacks required.
 - 1. Principle buildings and all site development shall be setback from wetlands and water bodies a minimum of twenty-five (25) feet unless Florida DEP, NFWFMD and the U.S. Army Corp of Engineers provide written approval for the proposed development to encroach into the 25-foot setback.
 - 2. Within the required setback the following activities are permissible:
 - a. Marinas;
 - b. Piers;
 - c. Boardwalks;
 - d. Walking trails;
 - e. Riprap, but not shoreline armoring;
 - f. Installation of buoys or other aids to navigation;
 - g. Fences;
 - h. Bridges, both pedestrian and vehicular; or
 - i. Docks.
 - 3. Development activity which is determined by the City to be water dependent or water related may be allowed.

5.02.00 - HABITAT PROTECTION

- A. It is the purpose of this section to provide standards necessary to protect the habitats of species, both flora and fauna, of endangered, threatened or special concern status in the City. It is the intent of this section to require that an appropriate amount of land shall be set aside to protect habitat of rare, endangered or special concern plant and animal species.
- B. Areas subject to the standards of this section shall be those identified in Chapter 11 of the Comprehensive Plan as habitat for rare and endangered species, threatened species, or species of special concern.

- C. A habitat management plan shall be prepared as a prerequisite to the approval of any development proposed on a site containing areas subject to this section. The habitat management plan shall be prepared by an ecologist, biologist, or other related professional. The plan shall document the presence of affected species, the land needs of the species that may be met on the development site and shall recommend appropriate habitat management plans and other measures to protect the subject wildlife.
- D. The site development plan for a site containing protected habitat shall not be approved except in compliance with the requirements for habitat protection set forth in the habitat management plan. Where land is set aside as protected habitat, such land shall be adjacent to existing viable habitat, a wetland, floodplain, or wildlife corridor, except when such locations are not available.

5.03.00 - AIR QUALITY

5.03.01 - Compliance with State and Federal Regulations

To protect and enhance the air quality of the City, all sources of air pollution shall comply with rules set forth by the Environmental Protection Agency (Code of Federal Regulations, Title 40) and the Florida DEP. In all cases the strictest of the applicable standards shall apply. No person shall operate a regulated source of air pollution without a valid operation permit.

5.03.02 - Testing Required

Air pollution emissions shall be tested, and results reported in accordance with techniques and methods adopted by the Florida DEP and submitted to the State. These tests shall be carried out under supervision of the State and at the expense of the person responsible for the source of emissions.

5.04.00 - HISTORICAL AND ARCHAEOLOGICAL RESOURCES

5.04.01 - Applicability

The requirements of this section pertain to all structures and sites with identified historical or archaeological significance as determined by listing on the Florida Master Site File or the National Register of Historic Places.

5.04.02 - Survey Requirements

- A. Where a proposed development is located on a protected historical or archaeological site, a survey shall be conducted by a State of Florida qualified archaeologist or similar expert. The survey shall contain recommendations on methods of preservation, protection, or mitigation of resources on the site. The survey shall be submitted along with the application according to the submittal, review, and decision-making procedures set forth in Chapter 3. Any proposed development shall be consistent with the findings and recommendations contained in the survey.
- B. Where previously unidentified historical or archaeological resources are unearthed during site preparation, excavation, construction or development activity on a site, development shall be suspended, and the City shall be notified. The City shall determine if a survey is required.

5.05.00 - FLOOD DAMAGE PREVENTION

5.05.01 - General

- A. Title. These regulations shall be known as the Floodplain Management Article of Crestview, hereinafter referred to as "this article."
- B. Scope. The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- C. Intent. The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general

welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 5. Minimize damage to public and private facilities and utilities;
 6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- D. Coordination with the Florida Building Code. This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- E. Warning. The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.
- F. Disclaimer of Liability. This article shall not create liability on the part of City Council of Crestview or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

5.05.02 - Applicability

- A. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- B. Areas to which this article applies. This article shall apply to all flood hazard areas within the City of Crestview, as established in Section 102-402(c) of this article.
- C. Basis for establishing flood hazard areas. The Flood Insurance Study for Okaloosa County, Florida and Incorporated Areas dated December 6, 2002, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file in the Community Development Services at City Hall, 198 Wilson Street North, Crestview, FL 32536.
- D. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 5.05.05 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

- E. Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
- F. Abrogation and greater restrictions. This article supersedes any regulations in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article
- G. Interpretation. In the interpretation and application of this article, all provisions shall be:
 - 1. Considered as minimum requirements;
 - 2. Liberally construed in favor of the governing body; and
 - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.

5.05.03 - Duties and Powers of the Floodplain Administrator

- A. Designation. The Community Development Services Director is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees or select a qualified candidate from Staff to serve as designee.
- B. Certification requirements for the Floodplain Administrator. The Floodplain Administrator shall become certified and maintain said certification in good standing during employment with the City of Crestview. The requirements for certification are as follows:
 - 1. Within one year of being hired or designated as such, the Floodplain Management Administrator shall apply to sit for and obtain a passing grade on the Certified Floodplain Manager® examination administered by the Association of State Floodplain Managers (ASFPM).
 - 2. The Floodplain Management Administrator shall maintain the Certified Floodplain Manager® certification through continuing education credits as required by ASFPM.
- C. General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 5.05.07 of this article.
- D. Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:
 - 1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - 2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - 3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - 4. Provide available flood elevation and flood hazard information;
 - 5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - 6. Review applications to determine whether proposed development will be reasonably safe from flooding;
 - 7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 - 8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- E. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change

of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage" and evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and
 4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.
- F. Modifications of the strict application of the requirements of the Florida Building Code. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 5.05.07 of this article.
- G. Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- H. Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 5.05.06 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- I. Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:
1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 5.05.03 of this article;
 2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 3. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
 4. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete; and
 5. Notify the Federal Emergency Management Agency when the corporate boundaries of Crestview are modified.
- J. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or

denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City Hall, 198 Wilson St. N, Crestview, FL 32536.

5.05.04 - Permits

- A. Permits required Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- B. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- C. Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - 1. Railroads and ancillary facilities associated with the railroad.
 - 2. Nonresidential farm buildings on farms, as provide in Section 604.50, F.S.
 - 3. Temporary buildings or sheds used exclusively for construction purposes.
 - 4. Mobile or modular structures used as temporary offices.
 - 5. Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
 - 6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - 7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - 8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - 9. Structures identified in Section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.
- D. Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
 - 1. Identify and describe the development to be covered by the permit or approval.
 - 2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - 3. Indicate the use and occupancy for which the proposed development is intended.
 - 4. Be accompanied by a site plan or construction documents as specified in Section 5.05.05 of this article.
 - 5. State the valuation of the proposed work.
 - 6. Be signed by the applicant or the applicant's authorized agent.
 - 7. Give such other data and information as required by the Floodplain Administrator.
- E. Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

- F. Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- G. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- H. Other permits required Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
 - 1. The Northwest Florida Water Management District; Section 373.036, F.S.
 - 2. Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 64E-6, F.A.C.
 - 3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.
 - 4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - 5. Federal permits and approvals.

5.05.05 - Site Plans and Construction Documents

- A. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
 - 1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary, for review of the proposed development.
 - 2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 5.05.05(B)(2) or (3) of this article.
 - 3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 5.05.05(B)(1) of this article.
 - 4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
 - 5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - 6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - 7. Existing and proposed alignment of any proposed alteration of a watercourse.
 - 8. The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.
- B. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:
 - 1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - 2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
 - 3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

- a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is three (3) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three (3) feet.
- 4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- C. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this Section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
 - 1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 102-405(d) of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
 - 2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
 - 3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 5.05.05(D) of this article.
- D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

5.05.06 - Inspections

- A. General. Development for which a floodplain development permit or approval is required shall be subject to inspection.
- B. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- C. Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- D. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:
 - 1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 5.05.05(B)(3)(b) of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- E. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 102-406(d) of this article.
- F. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

5.05.07 - Variances and Appeals

- A. General. The Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to Section 553.73(5), F.S., the Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.
- B. Appeals. The Board of Adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the Board of Adjustment may appeal such decision to the Circuit Court, as provided by Florida Statutes.
- C. Limitations on authority to grant variances. The Board of Adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 5.05.07(G) of this article, the conditions of issuance set forth in Section 5.05.07(H) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Board of Adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- D. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 5.05.05(C) of this article.
- E. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- F. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 5.05.07(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- G. Considerations for issuance of variances. In reviewing requests for variances, the Board of Adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 2. The danger to life and property due to flooding or erosion damage;
 3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 4. The importance of the services provided by the proposed development to the community;
 5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

6. The compatibility of the proposed development with existing and anticipated development;
 7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges; and
 11. The request for variance shall be submitted prior to commencement of any development or the start of any construction.
- H. Conditions for issuance of variances. Variances shall be issued only upon:
1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 2. Determination by the Board of Adjustment that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
 4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

5.05.08 - Violations

- A. Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- B. Authority. For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- C. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by the Crestview Code of Ordinances. Section 1-11.

5.05.09 - Definitions

- A. Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this Section.

- B. Terms defined in the Florida Building Code. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- C. Terms not defined Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202; see Basement (for flood loads).]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202.]

Declaration of Land Restriction. A form, provided by the City, signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures that are 6 feet in height or greater below elevated buildings.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before February 3, 1993. [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 3, 1993.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA). An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR). A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F). A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after February 3, 1993 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 3, 1993.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [See Section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See Section 320, F.S.]

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, AI-A30, AE, A99, AH, VI-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a two (2)-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the two (2)-year period begins on the date of the first improvement or repair of that building or structure subsequent to October 14, 1996. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. [Also defined in FBC, B, Section 202.]

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

5.05.10 - Buildings and Structures

Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 5.05.04(C) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 5.05.16 of this article.

5.05.11 - Subdivisions

- A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - 1. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - 2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 5.05.05(B)(1) of this article; and
 - 3. Compliance with the site improvement and utilities requirements of Section 5.05.12 of this article.

5.05.12 - Site Improvements, Utilities, and Limitations

- A. Minimum requirements. All proposed new development shall be reviewed to determine that:
 - 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- C. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- D. Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 5.05.05(C)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- E. Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures, fill shall comply with the requirements of the Florida Building Code.

5.05.13 - Manufactured Homes

- A. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-I, F.A.C., City of Crestview Code of Ordinances and the requirements of this article.
- B. Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are either:
 - 1. Consistent with the site and flood limitations and design criteria and the recommended prescriptive designs specified in FEMA P-85, Protecting Manufactured Homes from Floods and Other Hazards. Foundations for manufactured homes subject to 5.05.13 are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
 - 2. Engineered by a licensed design professional for the base flood conditions at the site in accordance with the foundation requirements of ASCE-24, ASCE-7, and this article.
- C. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- D. Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 5.05.13(E) or 5.05.13(F) of this article, as applicable.
- E. General elevation requirement. Unless subject to the requirements of Section 5.05.13(F) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located:
 - 1. outside of a manufactured home park or subdivision;
 - 2. in a new manufactured home park or subdivision;
 - 3. in an expansion to an existing manufactured home park or subdivision; or
 - 4. in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2.
- F. Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 5.05.13(E) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:
 - 1. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or
 - 2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.
- G. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas. A declaration of land restriction must be submitted for any enclosed areas that are 6 feet in height or greater as a condition for issuance of a final Certificate of Occupancy.
- H. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

5.05.14 - Recreational Vehicles and Park Trailers

- A. General. Permanent placement of recreational vehicles and park trailers is not permitted. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - 1. Comply with the outside storage and temporary use as shown in the City of Crestview Code of Ordinances Chapter 38, Article VIII – Vehicle Storage; and
 - 2. Be on the site for fewer than 180 consecutive days; and

3. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

5.05.15 - Tanks

- A. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- B. Above-ground tanks, not elevated Above-ground tanks that do not meet the elevation requirements of Section 5.05.15(C) of this article shall be permitted in flood hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- C. Above-ground tanks, elevated Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- D. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

5.05.16 - Other Development

- A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
 1. Be located and constructed to minimize flood damage;
 2. Meet the limitations of Section 5.05.12(D) of this article if located in a regulated floodway;
 3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 4. Be constructed of flood damage-resistant materials; and
 5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- B. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 5.05.12(D) of this article.
- C. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 5.05.12(D) of this article.
- D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 5.05.12(D) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 5.05.05(C)(3) of this article.

CHAPTER 6 DEVELOPMENT STANDARDS

6.00.00 - GENERALLY

6.00.01 - Applicability

- A. The purpose of this chapter is to provide development standards applicable to all development activity within the City. Subdivisions, new land uses and structures, and alterations to existing land uses and structures shall be designed, constructed, and established in compliance with the development standards for the applicable zoning district and the development standards for all zoning districts as set forth in this chapter.
- B. Infrastructure Standards for roads and streets, sanitary sewer, potable water, stormwater drainage, solid waste and natural groundwater aquifers shall be found in the Crestview Engineering Standards Manual.

6.00.02 - Measurements

- A. Lot Width and Lot Frontage.
 1. Lot width is the horizontal distance between side lot lines measured at the intersection of the front setback and the side lot lines.

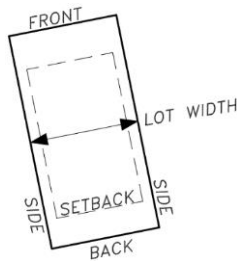


Figure 6.00.02 (A). Lot Width

2. Lot frontage is the property line affronting a right-of-way.
 - a. Minimum lot frontage for residential zoned property shall be forty (40) feet, except for flag lots.
- B. Setbacks and yards.
 1. Setbacks are measured as the shortest distance from the face of the exterior building wall to the property line.
 2. A yard is the space from the property line or right of way line to the vertical face of a building.
 3. The rear yard setback for any waterfront lot is measured to the mean high-water line.
 4. Eave overhangs of the primary structure shall meet the specifications and requirements of the current Florida Building Code.
 - a. Eave overhangs of equal to or less than the limits of the Florida Building Code shall not be included as a main part of any building.
 - b. No eave overhang shall be closer than three (3) feet from any property line.
 - c. The City Building Official may provide additional requirements.

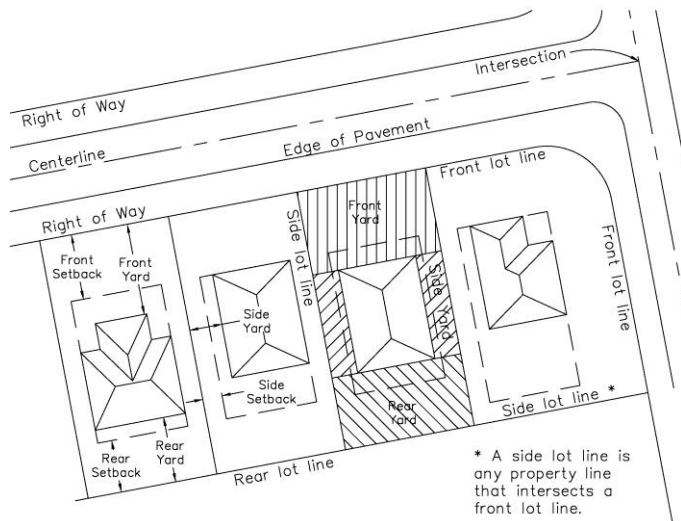


Figure 6.00.02 (B). Setbacks and Yards

- C. Specific measurement requirements for flag lots.
 - 1. The design requirements for platting flag lots are set forth in Section 6.07.00(C).
 - 2. A flag lot is exempt from the frontage requirements set forth in this LDC, provided that the width of the pole or access portion of the lot is not less than twenty-five (25) feet.
 - 3. The maximum length of the pole portion of the lot, measured from the right-of-way to the end of the pole at the point of connection to the flag is 150 feet.
 - 4. The setbacks for a flag lot are measured for the flag portion of the lot, excluding the pole portion of the lot.
- D. The impervious surface ratio is calculated by dividing the total of all impervious surfaces on the lot by the total lot area. Water bodies are impervious surfaces.
- E. Building height
 - 1. Building height is measured from the top of the floor at the finished floor elevation to the eave of the highest habitable floor.
 - 2. Calculation of maximum building height shall not include the roof above the eave of the highest habitable floor.
 - 3. Calculation of maximum building heights shall not include water towers, utility facility, or appurtenances or attachments such as chimneys, elevator shafts, antennas, decorative architectural features, steeples, air conditioning equipment enclosures, cupolas, weather vanes, and other similar building features. All appurtenances or attachments which are exempt for purposes of calculating the maximum height shall not be habitable. In certain zoning districts, it may be necessary to calculate the height of a building from mean sea level in order to determine compatibility with the Eglin Air Force Base mission, in which case appurtenances shall also be considered.

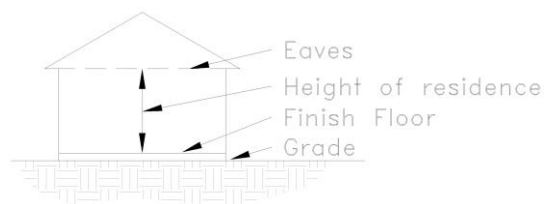


Figure 6.00.02 (E). Building Height

6.00.03 - Compatibility Standards Pertaining to Building Height in All Zoning Districts

- A. Applicability. The standards set forth in this section apply to buildings other than single-family dwellings when such buildings are located adjacent to parcels zoned to allow single-family residential use.
- B. Maximum height standards
 - 1. The maximum height for buildings located 100 feet or less from a parcel with a single-family residential use shall not exceed two (2) times the average height of single-family dwellings in the adjacent or surrounding block.

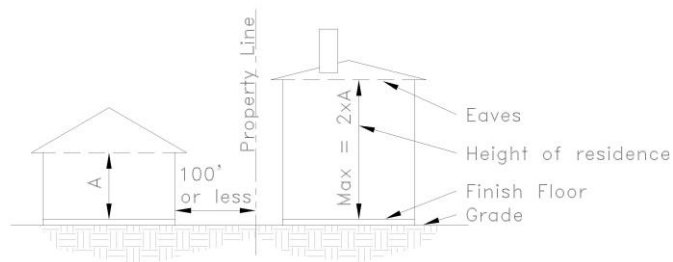


Figure 6.00.03 (B). Building Height & Distance from SFR

6.00.04 - Standards Pertaining to Metal Buildings in All Zoning Districts

- A. Applicability
 - 1. The standards set forth in this section apply to principal buildings and accessory buildings larger than 1,000 sq. Ft.
 - 2. The requirement for a veneer applies to metal building facades that are visible from a public right-of-way.
 - 3. Metal buildings within the IN zoning district are exempt from the requirements in this section.
- B. Standards.
 - 1. Facades subject to this section shall have a veneer added consisting of brick, stucco, stone, or a similar decorative material.
 - 2. The decorative material shall be applied to 100 percent of the façade.
- C. Waiver Entitlement. The requirements of this section may be waived by the Planning and Development Board, pursuant to certain review criteria as outlined in Chapter 3.

6.01.00 - DEVELOPMENT STANDARDS IN RESIDENTIAL DISTRICTS

6.01.01 - Site Development Standards

- A. Lots existing before the effective date of this Chapter shall continue to be considered as compliant regardless of any requirements of this Chapter that are not met.
- B. The base standards for development in residential zoning districts are provided in Table 6.01.01.
- C. A lot of record is a lot established on or before December 31, 2020. A lot of record is exempt from the lot area requirements set forth in Table 6.01.01.

Table 6.01.01 - Development Standards in Residential Zoning Districts

Development Feature	R-1E	R-1	R-2	R-3
Maximum base density (dwelling units per acre)	2	4	6	FLU
Minimum lot area (square feet)	14,000	10,000	7,000	5,000
Minimum lot width (feet)	75	75	50	40
Maximum impervious surface (percent)	50	50	50	75
Minimum setbacks (feet)	R-1E	R-1	R-2	R-3
Front setback (along right of way)	30	30	25	20
Side setback (Lot line intersecting right of way)	10	10	7.5	5
Rear setback (intersecting side lot lines)	25	25	20	15

6.01.02 - Residential Design Standards

All single-family dwellings, whether site-built or built off-site and moved onto the lot shall comply with the following design standards. In all cases below, the Florida Building Code, Residential shall be complied with.

- A. The minimum length and width of the building shall be twenty (20) feet.
- B. The minimum roof pitch shall be 3:12.
- C. The minimum roof overhang shall be twelve (12) inches, exclusive of porches and patios.
- D. All single family dwellings shall be situated on the lot so that the front door of the home faces the front yard.
 1. Mobile homes, manufactured homes, or modular homes not located within a manufactured home community may be oriented up to 90 degrees to the front yard on the lot in any way which the location of the front door may face the side yard. In no case shall the front door of the home face a rear yard.
 2. Properties containing mobile homes, manufactured homes, or modular homes placed per the provisions of 6.01.02(D)(1) may not have any fences taller than 4 feet located between the front door of the homes and the front property line.
 - 2-3. Single family dwellings located on flag lots may be oriented so that the front door faces the access drive.
 - 3-4. All other aforementioned development standards in section 6.00.00 shall be required, other than those that are superseded in this subsection.
- E. The building shall be constructed according to standards established by the Florida Building Code, Residential.
- F. The exterior siding material shall consist of approved materials in accordance with the Florida Building Code, Residential. Where vinyl lap siding is used, the siding shall not have a glossy surface or be reflective.
- G. The dwelling shall be attached to a permanent foundation system, including supporting, blocking, leveling, securing, and anchoring the home and connecting multiple and expandable sections of the home. The foundation shall be designed and constructed according to the requirements of the current Florida Building Code, Residential.
- H. Roof materials shall be any material approved by the Florida Building Code, Residential.
- I. For dwellings elevated forty-eight (48) inches or less, the area beneath the home shall be enclosed by brick, concrete, wood, rock, vinyl or other materials specifically manufactured for this purpose and shall enclose the space between the floor joists and the ground level, except for the required minimum ventilation and access. Such access shall remain closed when not being used for that purpose.
- J. For manufactured homes, all tongues, wheels, axles, transporting lights and other towing apparatus shall be removed from the site prior to occupancy.
- K. For manufactured homes, none manufactured before June 15, 1976 shall be permitted.
- L. At each exterior door, there shall be a landing that is in accordance with the Florida Building Code, Residential.
- M. Duplex (two connected single-family dwelling unit) structures
 1. May be placed across a single side property line, at the line of unit separation, provided all other zoning requirements and setbacks are observed, and the unit-separating wall meets the appropriate standards of the Florida Building Code and any applicable fire codes.

2. The minimum length and width of each duplex unit shall be twenty (20) feet.
3. All other aforementioned design standards in section 6.01.02 shall be required, other than those that are superseded in this subsection.
4. Each unit in a duplex structure must have its own utility connections.

~~4-N. Recreational Vehicles, Campers, Camp Trailers or mobile dwelling vehicles that are not regulated by the Florida Building Code, Residential, are not permitted for use as dwellings.~~

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6.02.00 - DEVELOPMENT STANDARDS IN MIXED-USE DISTRICTS

6.02.01 - Site Development Standards

- A. The base standards for development in the mixed-use zoning districts are provided in Table 6.02.01, except as modified below.
- B. Specific site development standards apply within the Downtown Overlay District, as set forth in Section 6.02.04. Standards in the DOD supersede the standards in the underlying zoning district.

Table 6.02.01 - Development Standards in Mixed-Use Zoning Districts

Development Feature	MU
Maximum base density (dwelling units per acre)	20
Maximum gross floor area ratio	2.0
Minimum lot area	None
Minimum lot width (feet)	50
Maximum impervious surface (%)	80
Maximum building height (feet)	70
Minimum setbacks (feet)	MU
Front yard	20
Side yard	7.5
Rear yard	15

6.02.02 - Standards for Mixing Uses on One (1) Lot

- A. Uses identified in Table 4.06.00 for the mixed-use zoning district may be combined on one (1) development lot or parcel.
- B. When combining uses, the development may include the maximum number of residential units based on the density calculation plus the maximum amount of floor area based on the floor area ratio. Residential dwelling units are not included in the calculation of floor area.
- C. Shared parking is required. A parking study shall be prepared according to the standards set forth in Section 8.06.06 to demonstrate the actual parking requirements for the project.
- D. Where multiple uses and multiple buildings are proposed on one (1) lot, there is no buffer requirement between buildings containing different uses.
- E. Multiple buildings proposed on one (1) lot shall have an integrated design. An integrated design shall not be construed to mean that buildings are identical.
- F. Access to residential units shall be separated from access to nonresidential development in order to provide privacy for residents. A shared entrance to a building may be established, provided that the interior entrances to the residential areas and nonresidential areas are separated.
- G. Balconies, courtyards, plazas, recreation areas, and outdoor gathering places shall be located and designed to ensure privacy for residents.

- H. Buildings may have a common wall. However, when separated, the separation shall be a minimum of five (5) feet to ensure space for maintenance of each building.

6.02.03 - Standards for Mixing Uses Within One (1) Building

- A. Uses identified in Table 4.06.00 for the mixed-use zoning district may be combined within one (1) building. The building may stand alone on a development parcel or may be integrated into a mixed-use development consisting of multiple buildings.
- B. When combining uses, the development may include the maximum number of residential units based on the density calculation plus the maximum amount of floor area based on the floor area ratio. Residential dwelling units shall not be included in the calculation of floor area.
- C. Shared parking is required. A parking study shall be prepared according to the standards set forth in Section 8.06.06 to demonstrate the actual parking requirements for the project.
- D. Access to residential units shall be separated from access to nonresidential development in order to provide privacy for residents within the building. This requirement may be met when an elevator serves upper floor residential units through a secured access method, such as key-activated access to residential floors.
- E. Balconies, courtyards, plazas, recreation areas, and outdoor gathering places shall be located and designed to ensure privacy for residents.

6.02.04 - Site Development Standards for the Downtown Overlay District (DOD)

- A. The DOD is intended to provide development standards specific to the downtown area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.02.04 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.04, the standards of the underlying zoning district are required.
- C. Buildings within the DOD are not subject to the standards set forth in Section 6.00.03, 6.03.01.
- D. In addition to signs permissible subject to the standards set forth in Section 7.02.00, development within the DOD may have one (1) sandwich sign in compliance with the following standards:
 - 1. The sign shall not exceed two (2) feet in width.
 - 2. The color and font shall be consistent with the color and font of other signs for the business displaying the sandwich sign.
 - 3. The sign shall include the business name or logo.
 - 4. The sign shall be located on private property. Where five (5) feet of width on the sidewalk can be maintained free of obstruction, the sign may be placed on the public sidewalk. When a sign is proposed to be located on the public sidewalk, the owner shall provide proof of insurance naming the City as an insured party.
 - 5. A sandwich sign shall only be displayed during the hours of operation of the business named on the sign.
 - 6. The sign shall have no lights of any kind.
- E. New development or redevelopment shall include sidewalks that are consistent with the requirements in the Engineering Standards Manual of Crestview.
- F. Awnings or permanent canopies sufficient to provide weather protection to pedestrians consistent with the district for all new construction and any modifications exceeding 25% of the value of the building.
- G. Development in the DOD is exempt from providing additional off-street parking spaces as set forth in Section 8.06.05 provided that there is sufficient public parking capacity in the block in which the proposed business is located. Twenty-five (25) percent of the parking in adjacent blocks may be counted.
 - 1. The City shall evaluate the available capacity of public parking in the Downtown Overlay District on a regular basis and make the information available to applicants upon request.
 - 2. If the City determines that available public parking capacity is insufficient for the proposed business, the applicant shall provide the required number of off-street parking spaces. The applicant may submit a parking study acceptable to the City that demonstrates the parking needs of the proposed business.

Table 6.02.04 - Development Standards Within the Downtown Overlay District

Development Feature	Standards
Minimum lot width (feet)	None

Maximum impervious surface (%)	100
Maximum building height (feet)	120
Minimum setbacks (feet)	
Front setback	0
Side setback	0
Rear setback	0
Setback abutting an alley	5

6.02.05 - Site Development Standards for the Foxwood Overlay District (FOD)

- A. The Foxwood Overlay District is intended to provide development standards specific to the Foxwood area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.02.05 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.05, the standards of the underlying zoning district are required.
- C. All existing platted lots as of the annexation of this neighborhood shall be deemed to be in compliance with the LDC.

Table 6.02.05 - Development Standards Within the Foxwood Overlay District

Development Feature	Standards
Minimum lot width (feet)	75
Minimum lot frontage (feet)	20
Maximum impervious surface (%)	55
Maximum building height (feet)	45
Minimum setbacks (feet)	
Front setback	20
Side setback	10
Rear setback	10

6.03.00 - DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS

6.03.01 - Site Development Standards

- A. The base standards for development in commercial and industrial zoning districts are provided in Table 6.03.01.
- B. Specific site development standards apply within the Downtown Overlay District, as set forth in Section 6.02.04.
- C. Proposed building height, including appurtenances and building attachments, in any district shall be analyzed to determine if it exceeds any limitations of the Eglin Air Force Base. In consultation with an Eglin AFB representative, the City may establish the maximum height at less than the heights in the table below, but no less than the maximum structure height (above mean sea level) causing no major negative mission impacts for Eglin AFB, as depicted in the Map.

Table 6.03.01 - Development Standards in Commercial and Industrial Zoning Districts

Development Feature	C-1	C-2	IN
Maximum gross floor area ratio	2.0	3.0	3.0
Minimum lot area	None	32,000 s.f.	65,000 s.f.
Minimum lot width (feet)	None	100	100
Maximum impervious surface (%)	80	80	95
Maximum building height (feet)	50	100	None
Minimum setbacks (feet)	C-1	C-2	IN
Front yard	20	30	40
Side yard	10	20	30
Rear yard	10	20	30

6.03.02 - Nuisance/Pollution Standards for Industrial Developments

All uses and activities conducted in the IN zoning district shall conform to the standards of performance described below. The failure to conform to any such standards is hereby declared to be a public nuisance.

- A. Fire and explosion hazards: All activities and all storage of flammable and explosive materials or products at any place shall be provided with adequate safety devices against the hazards of fire and explosion, including adequate firefighting and fire suppression equipment, as prescribed by all applicable fire prevention laws, ordinances, and regulations.
- B. Radiation: Any operation involving radiation (e.g. the use of neutrons, protons and other atomic or nuclear particles) shall be conducted in accordance with the codes, rules, and regulations of State and Federal regulating agencies. Radiation limitations shall not exceed quantities established as safe by the United States Bureau of Standards.
- C. Electromagnetic radiation: For the purpose of these regulations, electromagnetic interference shall be defined as disturbances of an electromagnetic nature which are generated by the use of electrical equipment, other than planned and intentional sources of electromagnetic energy, which would interfere with the proper operation of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure or any other use directly or indirectly associated with these purposes which does not comply with the current regulations of the Federal Communications Commission (FCC) regarding such sources of electromagnetic radiation. Further, said operations, in compliance with the FCC regulations, shall be unlawful if such radiation causes an abnormal degradation of performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious re-radiation, conducted energy in power or telephone systems or harmonic content. The determination of "abnormal degradation of performance" and of "quality and proper design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers and the Radio Manufacturers' Association.
- D. Toxic or hazardous matter: Any activity involving the use or storage of toxic or hazardous matter shall comply with all State, Federal and local laws and all regulations of any Federal, State, or local agency concerning pollution control or toxic substances.
- E. Waste disposal: No activity shall be conducted which results in the discharge of any liquid or solid waste, including industrial wastes, into any public or private sewage system, the ground, or any lake, stream, or other body of water, in violation of any provision of State, Federal or local law or any regulation of any State, Federal or local agency.
- F. Vibration: No use of any property shall cause perceptible earth vibrations beyond any property line, except when pilings are driven for structure foundations. All stamping machines, punch presses, press brakes, hot forgings, steam board hammers, or similar devices shall be placed on shock absorption mountings and on

suitable reinforced concrete footings. No machine shall be loaded beyond the capacity, as described by the manufacturers.

- G. Heat, cold, dampness, or movement of air: Activities on any property which produce any adverse effect on the temperature, motion, or humidity of the atmosphere beyond the lot lines are not permitted.
- H. Glare: There shall be no direct or sky-reflected glare, whether from floodlights, high temperature processing, combustion, welding, or otherwise so as to be visible at, or interfere with uses on, adjacent properties.
- I. Smoke, dust, and particulate matter: There shall be no emission of visible smoke, dust, dirt, fly ash, or any particulate matter from any pipes, vents, or other openings or from any other source, into the air which can cause damage or irritation to health, animals, vegetation, or to any form of property or which results in the violation of any applicable Federal, State or local requirements.
- J. Odor: There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive at the points of measurement. Any process which may involve the creation or emission of any such odors shall be provided with both a primary and a secondary safeguard system so that control may be maintained in the event of failure of the primary safeguard system.
- K. Noise: Reserved

6.04.00-6.05.00 - RESERVED

6.06.00 - STANDARDS FOR SITE PREPARATION AND IMPROVEMENTS

Site preparation and site improvements for all developments within the City of Crestview shall comply with the requirements set forth in the Crestview Engineering Standards Manual. Any deviations for any reason from that Manual shall be only at the sole discretion of the Director of Public Services.

6.06.01 - Site Lighting

Site lighting is required for all new developments. A lighting plan shall be provided as part of the initial submittal to demonstrate compliance with the following standards.

- A. Lighting shall be designed to shine downward and not skyward.
- B. Lighting shall be shielded to avoid glare and direct illumination of adjacent properties.
- C. Only full-cut off lighting fixtures shall be permitted.
- D. Lighting shall not create glare or other hinderance to any roadways and drivers.
- E. Lighting within a subdivision, the light poles must be in place at the time of infrastructure installation, before the final plat is recorded. The light fixtures shall be in place and operational before each residence receives a CO. In addition, all lighting shall be in place and operational prior to the end of the applicable warranty period.
- F. Streets lights within residential zones must have a spacing of no more than 400 feet.

6.07.00 - DESIGN STANDARDS FOR SUBDIVISIONS

A. Blocks.

1. The lengths, widths, and shapes of blocks shall be determined with due regard to:
 - a. The provision of adequate building sites suitable to the special needs of the type of use contemplated;
 - b. The need for convenient and safe access, circulation, and control of pedestrian and vehicular traffic;
 - c. Zoning requirements as to lot sizes and dimensions; and
 - d. Limitations and opportunities of topography.
2. Blocks shall be a maximum of 1,320 feet in length.
3. Rights-of-way for pedestrian crosswalks may be required in order to provide direct pedestrian access to schools, shopping centers, and parks. Such crosswalks shall be a minimum of ten (10) feet in width.

B. Lots.

1. The lot size, width, depth, shape, orientation, and the minimum building setback lines shall comply with the requirements for the zoning district set forth in this LDC.
2. Corner lots for residential use shall have sufficient additional width to maintain same average buildable area as adjacent lots.
3. Side lot lines shall be approximately at right angles to straight right-of-way lines or radial to curved right-of-way lines. Side lot lines are defined as any lot line that intersects a Right of Way line.
4. Double frontage and reverse frontage lots shall be avoided. Where such lots are necessary to provide separation of residential development from arterial streets or to meet specific orientation requirements, the access to such lots shall be from the street with the lower functional classification. A landscaped buffer strip with a fence, in addition to landscaping and buffering required by Section 6.08.05 shall be provided along the property line abutting the street with the higher functional classification.

C. Specific requirements for flag lots

1. A flag lot is any lot that does not entirely front on a public street. Frontage is provided by a private driveway. See Figure 6.07.03(C) for an illustration of a flag lot.
2. Flag lots are permissible in the R-1E, ~~and R-1~~ and R-2 zoning districts and shall be measured and meet the dimensional requirements set forth in Sections 6.00.02(C) and Table 6.01.01.
3. Each private driveway shall serve only up to two (2) flag lots.
4. There shall be no more than two (2) abutting private driveways.
5. The design, dimensions, and construction requirements for driveways shall comply with the Crestview Engineering Standards Manual.
6. Nothing in this section shall be construed to prohibit flag lots in a planned unit development.

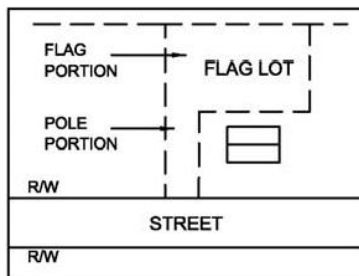


Figure 6.07.03 (C). Illustration of a flag lot

D. Access requirements

1. Each lot shall have frontage on and permanent access to an existing or proposed paved public street.
 - a. Private Streets are only allowed where an HOA is established in perpetuity.
 - b. No streets will be accepted by the City for ownership or maintenance until the streets have met the standards for all streets as identified in the current edition of the Crestview Engineering Standards Manual.

2. A subdivision plat shall include streets as established by transportation plans in the Comprehensive Plan, the Transportation Planning Organization, or other similar plan. The arrangement, character, extent, width, grade, and location of all streets shall conform to the plans of the State, Okaloosa County, and the City, respectively, and shall be considered in their relation to existing and planned streets, to topographical conditions, and to public convenience and safety.
3. Alleys shall be provided to serve multifamily development, commercial development, and industrial development.
4. All streets shall be designed and constructed in compliance with the standards of the City set forth in the Crestview Engineering Standards Manual. All costs shall be paid by the developer.
5. Subdivisions shall include sidewalks and bicycle paths or lanes in compliance with the standards set forth in Chapter 8 of this Land Development Code and the Crestview Engineering Standards Manual.
- E. Easements. All lots within a subdivision shall provide easements for stormwater drainage, water systems, sanitary sewer systems, gas lines, electric lines, cables, telephone lines, and utility poles. Standards for such utility easements are set forth in the Crestview Engineering Standards Manual.
- F. Site improvements.
 1. All subdivisions shall be required to have underground utility service (electrical, cable television, telephone, water, and sewer) unless all lots within the subdivision front existing streets that currently are serviced above ground.
 2. If the subdivision plat proposes more than ten (10) lots ~~or more than~~, a recreation facilities assessment equal to 5% of the predevelopment land value according to the property appraiser shall be due prior to the issuance of a ~~Preliminary~~ Development Order. In some cases, land can be deeded to the City provided that land is deemed of sufficient size and quality to be utilized as a public City Park. This shall be at the sole discretion of the Director of Crestview Recreation Enrichment Services Department.
 3. Land which is determined to be unsuitable for subdivision due to flooding, bad drainage, or other features likely to be harmful to the health, safety, and general welfare of future residents, shall not be subdivided, unless adequate methods of correction and mitigation are formulated by the developer and approved by the City and any other agency having jurisdiction.
 4. All applicable standards set forth in Chapter 5, Environmental and Resource Protection, shall be met.
 5. All applicable standards set in the Crestview Engineering Standards manual shall be met.
- G. The street and block layout.
 1. Streets. The street layout of the subdivision shall be in general conformity with a plan for the most advantageous development of adjoining areas and the entire neighborhood. This shall apply to all streets, including private streets.
 - a. Where appropriate to the design, proposed streets shall be continuous and in alignment with existing, planned, or platted streets with which they are to connect.
 - b. Proposed streets may be required to extend to the boundary lines of the tract to be subdivided where such an extension is required to connect with streets in an existing, platted, or planned subdivision. The extension or connection requirement by the city will be based upon traffic circulation or public safety issues and compatibility of adjacent land uses.
 - ~~c. In a proposed subdivision of 50 lots or more adjacent to an existing or platted subdivision where extension of proposed streets to the boundaries would dead end with no feasible street connections, there shall be at least two entrance streets into the subdivision where feasible. Interior streets shall be designed so as to provide more than one route to as many residences as feasible.~~
 - d-c. If the proposed subdivision is adjacent to an undeveloped area, at least one proposed street shall terminate at a boundary line of the undeveloped area. A temporary turning circle shall be required at the end of that street or streets with an outside diameter of 60 feet. This requirement may be waived if the traffic pattern of the subdivision contains more than one exit to a city or county road or if traffic circulation or public safety requirements do not dictate a street terminus at a boundary line of the undeveloped area.
 - e-d. If an existing half-width public or private street or other right-of-way easement is parallel and contiguous with the boundary of a proposed subdivision, the other half-width right-of-way will be dedicated in the proposed subdivision and shall be the width necessary to create a right-of-way along the entire boundary of the proposed subdivision which meets minimum width requirements as set

forth in article VIII of this chapter. If the additional right-of-way required to continue the existing dedicated road or other easement in a continuous, orderly manner is not in the proposed subdivision, the developer will prepare the agreement or easement for dedicating the additional right-of-way required and will attempt to obtain such right-of-way. However, the city may assist in acquisition of such right-of-way when in the public interest, where governmental action is necessary to acquire the property and the developer advances all costs and expenses incurred by the city in taking such action.

~~f-e~~ A cul-de-sac or local dead-end street shall not exceed 1,320 feet in length.

~~g-f~~ Street lighting shall be provided in accordance with Section 6.06.01 of this code. The Developer shall make arrangements with the power company and bear the cost of power during the warranty period. Then the street light electrical account shall transfer to the Home Owners Association serving the same.

H. Subdivision Landscaping Requirements

1. Any subdivision landscaping or island must be in a platted common area, dedicated to the Homeowner's Association.

6.08.00 - STANDARDS FOR LANDSCAPE DEVELOPMENT

6.08.01 - Intent

It is the intent of this Section to:

- A. Establish minimum landscaping standards for all development within the City;
- B. Protect the public's health, safety, and welfare;
- C. Protect the natural environment, ecosystem, existing wetlands, and waterways;
- D. Improve the quality of appearance of the built environment by preserving natural elements where possible and incorporating new landscaped areas;
- E. Protect and improve property values;
- F. Establish an integrated system of landscaping and beautification of the City's corridors;
- G. Ensure visual accessibility to businesses.
- H. The City of Crestview encourages innovative water conservation planning, design and techniques, including xeriscape landscaping methods as defined in the Crestview Engineering Standards Manual.

6.08.02 - Definitions

Definitions of terms used in this chapter can be found in Chapter 2 ~~--~~ [Acronyms and Definitions](#).

6.08.03 - Applicability

- A. This section applies to all new development.
 1. New development within an existing multi-use structure, non-residential, or multi-family development shall be required to provide landscaping in conformance with this section only to the portions of the site containing the new development, unless Sub-Section 6.08.03(C) applies.
- B. This section shall apply to existing development and redevelopment when any of the following occurs:
 1. When a Change in Use requires the construction of additional parking and/or vehicle use area(s).
 2. When any principal nonresidential structure or complex of structures is enlarged by 50 percent or more in gross floor area, the entire site shall conform to the requirements of this Section.
 - ~~3. When alterations to any principal nonresidential or multifamily structure or complex of structures exceed 30 percent of the assessed value over an 18-month period, the entire site shall be made to conform to the requirements of this Section.~~
 - ~~4-3~~ When any vehicle use area is constructed or established, or when an existing vehicle use area is enlarged by 50 percent or greater, the entire vehicle use area shall conform to the requirements of this Section.
 - a. When an existing vehicle use area is enlarged by less than 50 percent, that portion of the vehicle use area shall conform to the requirements of this Section.
- C. The following development is exempted from the requirements of this section:
 1. Single Family detached dwellings.
 2. Duplex dwellings.

6.08.04 - Administrative Modifications

A. The Director of Community Development Services, or designee, shall have the authority to modify the requirements of this section when he or she determines that it is ~~physically-impossible or, for all intents and purposes, wholly~~ impractical, for a development to meet the requirements of this Section.

~~B.1.~~ This determination shall be based upon the location, placement, or configuration of existing structures, site dimensions, site topography, underground and overhead utilities, and other physical characteristics of the development site itself.

~~C.2.~~ If it is determined that modifications are required, the Director, or designee, may allow for the following only:

~~1-a.~~ Placement of required trees elsewhere on site;

~~2-b.~~ Grouping(s) of required trees;

~~3-c.~~ Waiver of a portion of the requirements, provided that the requirements of this section are implemented to the fullest extent on those portions of the development site that can physically accommodate these requirements.

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6.08.05 - Landscape Plan Required

A. To ensure compliance with the standards of this section, a landscape plan demonstrating how landscaping will be planted on a development site shall be included as a part of any application for ~~development approval for the following: any commercial development.~~

~~1- Special Use Permit;~~

~~2- Commercial Site Plan of any size;~~

~~3- Any commercial Subdivision;~~

B. No submittal for any development shall be deemed complete unless a landscape plan has been submitted.

C. No development order or development permit shall be issued until a landscape plan has been submitted and approved as meeting the requirements of this section.

~~D. Landscape plans shall be signed and sealed by a landscape architect who is licensed to practice in the State of Florida, and in good standing.~~

~~E. Landscape plans shall be submitted to the Planning and Zoning Department, separately from or as a component part of required development plans. In either case, the application process will not proceed to review without the Landscape Plan.~~

~~F. All landscape materials depicted on the approved landscape plan shall be installed prior to the issuance of a Certificate of Occupancy.~~

~~G.D.~~ Landscape plans shall include the following contents and information:

1. Location of all ~~existing-protected~~ trees that are on ~~the protected trees list on~~ a development site, with their species (common name), ~~and~~ DBH, ~~and crown or spread~~ identified.

2. Denote ~~existing-protected~~ trees to be removed and those to be saved, ~~together with a table of this information.~~

~~a. For all protected trees being removed, a certified arborist, landscape architect, or similarly qualified professional is required to determine if those trees can be safely moved to another location on the site, or state if they cannot.~~

3. Locations of all landscaping improvements including species (common name), ~~crown,~~ and DBH of trees and species of shrubs, grasses and ground cover(s).

4. Total landscaped area, total impervious surface areas, and total project limits.

5. Location of all proposed ~~driveways, parking areas, sidewalks, buildings, walls, fences, signs, and any other non-landscape components which will intersect and/or improvements to~~ be constructed or installed within the required landscape areas.

6. Any utilities, overhead or underground, in the vicinity of the landscape areas shall be shown. ~~Any potential impacts with the utilities shall be noted.~~ Acceptance of the landscape material by an effected utility company may be required, such as trees adjacent to an overhead power line.

7. Location of any proposed irrigation system ~~if applicable, or other watering apparatus.~~

~~8. Reference to the applicable sections identifying the minimum landscape and installation requirements of this code.~~

~~9.8.~~ A statement indicating that the balance of all areas within the required landscape, outside of the trees and shrubs shall be planted with turf grass and or groundcover plants.

~~10.9.~~ A statement indicating that all disturbed areas outside of the planned improvements shall be sodded or seeded.

~~11. A statement(s) and/or graphic(s) providing for the protection of saved trees onsite.~~

~~12. Any other required or pertinent design or detail information in written or graphic form.~~

6.08.06 – Requirements – Perimeter Landscape

~~A. There are different types of perimeter landscape yards that developments may be required to install. Perimeter landscape requirements reflect the proposed property use and the adjacent property uses and/or zoning districts.~~

~~B. The following perimeter landscape areas shall be required in accordance with the applicable portions of this Section:~~

- ~~1. Right of Way (ROW) Landscape Buffer~~
- ~~2. Side Perimeter Landscape Buffer~~
- ~~3. Adjacent Use Buffer~~

6.08.06.7 – Requirements – Interior Parking Landscape Areas

~~A. Interior parking landscape. The following criteria shall apply regarding interior parking landscape:~~

~~1.A. Overhang areas. Vehicles may overhang no more than two feet into landscape areas. The overhang area shall not be included as part of the landscape area requirement.~~

~~2.B. Generally, interior portions of off-street parking facilities which are not specifically designed as parking or loading spaces under maneuvering areas drive aisles shall not be paved for vehicle use. Said areas shall be planted and permanently maintained with trees and shrubs and finished with ground cover or other landscape material.~~

~~3.C. Maximum number of continuous parking spaces. Landscaping areas with a minimum dimension of nine feet and a minimum total area of 171 square feet shall be provided to break up excessively long, continuous runs of parking spaces. No parking bay rows shall contain more than 15 continuous parking spaces, without being broken up by a landscaped area. These landscaped areas must shall have a minimum dimension of nine feet and a total area of at least 171 square feet. Each area shall have contain one tree that measures a minimum of 1.5 inches DBH, in diameter, four feet above grade at time of planting.~~

~~B. Termination of parking rows. Each row of interior parking spaces shall be terminated at each end by a landscaped area which shall be a minimum of 100 square feet with a minimum dimension of ten feet. These landscaped areas must have one tree that measures a minimum of 1.5 inches DBH, in diameter, four feet above grade at time of planting.~~

~~D. Vehicles may overhang no more than two feet into landscape areas.~~

6.08.08 – Requirements – Right-of-Way Landscape Buffers Yard

~~A. Excluding driveways, there shall be a continuous landscaped area, a minimum of 10-foot feet wide, adjacent to abutting all rights-of-way.~~

- ~~1. When parking areas about ROW Landscape Buffer yards, wheel stops shall be provided to prevent more than eighteen (18) inches two feet of overhang into the landscape area.~~
- ~~2. Sidewalks shall not be located within the right-of-way landscape buffer yard.~~
- ~~3. A maximum of two vehicle accessways, meeting the width requirements of Crestview Engineering Standards Manual, through ROW Landscape Buffer yards, per right-of-way shall be allowed.~~
 - ~~a. Developments with greater than 500 linear feet of right-of-way frontage shall be allowed one additional accessway through the ROW Adjacent Landscape Yard.~~
 - ~~b. Accessways shall at no time be less than 50 feet apart, as measured from the centerline of driveway throats of each accessway.~~

~~B. When a development's disturbed area or project area, does not extend the full length of the right-of-way frontage of the property, the required perimeter ROW landscape buffer may be placed within the dedicated project area only, provided the following landscape plan identifies that the area is to be maintained in a natural state.~~

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1. When the remainder of the frontage contains natural growth of native trees, shrubs and grasses to sufficiently create or maintain a visual barrier between the right-of-way and the proposed development.
2. The remainder of the frontage is kept and maintained in its natural state.
3. The landscape plan identifies that the area is to be maintained in a natural state and that when the area no longer provides an acceptable visual barrier, landscaping improvements in keeping with the provisions of this code shall be installed.

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4.1 If this area is developed in the future, then it will be required to meet the requirements of this code.

C. Right-of-way adjacent landscape areas shall utilize, to the greatest extent practical, existing trees, provided those trees are identified within the Approved Tree Species List. See Section 6.08.09 for the approved species list and tree protection bonuses.

D.C. Right-of-way adjacent landscape areas shall provide vegetation in accordance with the following:

1. One tree per 25 linear feet, or fraction thereof, of total right-of-way frontage with 50 percent of the trees being a shade species.
 - a. Any required trees deemed to be within the visibility triangle will be required to be planted elsewhere. (Refer to the Crestview Engineering Standards Manual for more information)
 - b. Any trees that would conflict with existing utilities, such as overhead power, shall be planted elsewhere.
 - c. In no case will driveways, utilities, or other such conflicts result in a reduction of the required trees or landscape area. Such required landscape shall be moved elsewhere within the development.
2. The balance of the landscaped area shall be planted with turf grass and other landscaping treatments.

E. Side Perimeter Landscape Yards:

1. There shall be a continuous side perimeter landscape yard, a minimum of five-foot wide, adjacent to the property line, in accordance with the following:
 - a. When there is an existing use on the adjacent property and a buffer yard is not required.
 - b. When there is a planned use on the adjacent property and a buffer yard is not required.
 - c. Cross Vehicle Access drives meeting the minimum width requirements as per the Crestview Engineering Standards Manual, shall be allowed up to three per side.
 - (1) When not connecting to an existing Cross Vehicle Access drive, landscaping shall be required to meet this Chapter.
2. Side perimeter landscape yards shall provide vegetation in accordance with the following:
 - a. The balance of the landscaped area shall be planted with turf grass and other landscaping treatments.

F.D. Buffer Yards

6.08.09 – Adjacent Use Landscape Buffers

1-A. Adjacent use landscape buffers yards shall generally be located along the outer perimeter of a parcel and shall extend inward from the property line inward the required width.

2-B. Adjacent use landscape buffer yards shall be required between uses with different densities and/or intensities and between different zoning districts in accordance with the following:

- a. A buffer yard shall be provided in the following situations and/or circumstances:
 - (1) Buffer widths shall be determined based on Table 6.08.08:
 - (a) Where redevelopment of an existing single family dwelling occurs adjacent to single family or duplex residential development, in conformance with this code and the character of the single family dwelling is preserved and there are 10 or less required parking spaces, the buffer yard requirement may be satisfied by the placement of an eight-foot tall wood or vinyl/plastic privacy fence around the entire side and rear yards.

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Table 6.08.08 - Required Adjacent Use Landscape Buffer Widths

	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN
R-1E	N/A	5 feet	10 feet	15 feet	15 feet	20 feet	30 feet	50 feet
R-1	5 feet	N/A	5 Feet	10 Feet	15 feet	15 Feet	20 Feet	30 Feet
R-2	10 feet	5 Feet	N/A	5 Feet	10 feet	15 Feet	20 Feet	30 Feet

R-3	15 feet	10 Feet	5 Feet	N/A	7.5 feet	15 Feet	15 Feet	15 Feet
MU	15 feet	15 feet	10 feet	7.5 feet	N/A	7.5 feet	10 feet	15 feet
C-1	20 feet	15 Feet	15 Feet	15 Feet	7.5 feet	N/A	5 Feet	5 Feet
C-2	30 feet	20 Feet	20 Feet	15 Feet	10 feet	5 Feet	N/A	5 Feet
IN	50 feet	30 Feet	30 Feet	15 Feet	15 feet	5 Feet	5 Feet	N/A

C. The buffer requirement may be satisfied by the placement of an eight-foot tall privacy fence when a single-family dwelling is redeveloped for commercial use and when:

1. The character of the single-family dwelling is preserved.
2. There are 10 or less required parking spaces.

3.D. Buffer Yard vegetation requirements:

a.1. The ~~expectation-with-intent~~ of this section is that a visual and audible barrier or screen is created between dissimilar uses through the use of aesthetically appealing landscaping, fencing, walls, or other methods.

b.2. All plants in the buffer shall be bushes and trees of an approved species that will reach a mature height of no less than 6'.

(1)a. Small shrubs will not be allowed unless coupled with a 6' privacy fence.

e.3. Buffer Yard approved vegetation list. Vegetation not on this list must be approved by the Community Development Services Director, or designee:

(1)a. Japanese privet (*Ligustrum japonicum*)

(2)b. Azalea (*Rhododendron* spp.)

(3)c. Japanese cleyera (*Cleyera japonica*)

(4)d. Pampas grass (*Cortaderia selloana*)

(5)e. Silverthorn (*Elaeagnus pungens*)

(6)f. Cherry elaeagnus, Gumi (*Elaeagnus multiflora*)

(7)g. English holly (*Ilex aquifolium*)

(8)h. Chinese holly (*Ilex cornuta*)

(9)i. Japanese holly (*Ilex crenata*)

(10)j. Yaupon holly (*Ilex vomitoria*)

(11)k. Oleander (*Nerium oleander*)

(12)l. Chinese juniper (*Juniperus chinensis*)

(13)m. Savin juniper (*Juniperus sabina*)

(14)n. Rocky mountain juniper (*Juniperus scopulorum*)

(15)o. Bottlebrush buckeye (*Aesculus parviflora*)

d.4. Bushes shall be planted sufficiently close so that at full maturity, there will be no visual space between the bushes.

e.5. Walls and fences may be allowed provided they are constructed in such a manner as to create the intended visual and audible barrier.

(1)a. No wall or fence may be constructed less than 6' in height.

(2)b. All fences and walls will require approval from the Building Department.

6.08.09 - Protected Trees

A. No person shall cut, remove or damage any protected tree in a manner which causes the tree to die within a period of two years without first obtaining a Land Clearing and Protected Tree Removal permit, or without such removal being approved as part of a development order that provided a landscape plan as required by 6.08.05. A one (1) two (2) or three (3) family dwelling is exempt from the requirements of this section ~~as provided for in 6.08.03~~ except that they must replant a tree listed on the Protected Tree List or Tree Replant List, with such replacement tree measuring a minimum of 1.5 inches DBH.

B. Protected Tree List. The following types of species comprise the protected tree list (* denotes shade trees):

1. Species type A: Small, four-inch to seven-inch DBH

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- a. Dogwood (*Cornus florida*)
- b. Redbud (*Ceris Canadensis*)
- c. Ashe's magnolia (*Magnolia ashei*)
- 2. Species type B: Medium, eight-inch to 13-inch DBH.
 - a. American holly (*Ilex opaca*)
 - b. Southern magnolia (*Magnolia grandiflora*)*
 - c. Eastern (or Southern) red cedar (*Juniperus virginiana*)*
- 3. Species type C: Large, 14-inch and larger DBH.
 - a. Live oak (*Quercus virginiana*)
 - b. Laurel oak (*Quercus laurifolia*)*
 - c. Sweet gum (*Liquidambar styraciflua*)*
 - d. Sycamore (*Platanus occidentalis*)*
 - e. Pecan (*Carta illinoensis*)*
 - f. Water oak (*Quercus nigra*)*
 - g. Red maple (*Acer rubrum*)*
- C. Trees identified by a certified arborist as diseased or dead shall not be required to be replaced.
- D. Every effort shall be made to save the trees on this list during any site development or clearing for any reason.
- E. Allowances to the site development may be provided to encourage retaining protected trees. The Director of Community Development Services, or designee, may review a plan submitted by the developer to determine the extent of such allowances. Those may include such allowances as reduced parking requirements, reduced landscape area requirements or other allowances.
- F. Trees on this list must be preserved based at a ratio of one tree for each 3,600 square feet of impervious surface area proposed by any site development.
- G. Where protected trees cannot be kept or relocated, they must be replaced by a species listed in the Tree Replant and Protected Trees list. Enough trees shall be planted to replace a minimum of fifty percent the diameter of the removed protected tree. Multiple trees shall be used to reach fifty percent, but in no case shall any of these replacement trees be less than 2" in diameter.
- H. On sites proposed for development where no existing protected trees are identified, the developer shall be required to plant one new tree from either the Protected Tree List or Tree Replant List per 3,600 square feet of proposed impervious surface area. One third of trees planted, or fraction thereof shall each be of Species type A, ~~one third or fraction thereof shall be of~~ Species type B, and ~~one third or fraction thereof shall be of~~ Species type C, respectively. The size of each new tree shall be no less than 2" in diameter.
- I. Tree Replant List. In addition to the three categories of trees identified in subsection ~~4(B)~~, the following trees may be planted to meet the minimum tree replanting requirements ~~of subsection 5. Replanted tree must be of the same species type as the tree removed.~~ Trees not on this list may be used only if approved by the Community Development Services director or designee. (* Denotes shade trees):
 - 1. Species type A: Small.
 - a. Dahoon holly (*Ilex cassine*)*
 - b. Fringe tree (*Chionanthus virginicus*)
 - c. Red bay (*Persea borbonia*)*
 - d. Swamp bay (*Persea palustris*)*
 - e. Sassafras (*Sassafras albidum*)
 - f. Yaupon (*Ilex vomitoria*)
 - g. Wild olive (*Osmanthus americanus*)
 - h. Scrubby post oak (*Quercus margaretta*)
 - i. Southern crabapple (*Malus angustifolia*)
 - j. Eastern Hophornbeam (*Ostrya virginiana*)
 - k. Red buckeye (*Aesculus pavia*)
 - l. Pindo palm (*Butia capitata*)
 - m. Sago palm (*Cycas revoluta*)
 - 2. Species type B: Medium.
 - a. Cherry laurel (*Prunus caroliniana*)*
 - b. Large-leafed magnolia (*Magnolia macrophylla*)*

- c. American hornbeam (*Carpinus caroliniana*)
- d. River birch (*Betula nigra*)*
- e. Florida maple (*Acer barbatum*)*
- f. Sweetbay (*Magnolia virginiana*)*
- g. Ginko (*Ginkgo biloba*)*
- h. Bradford pear (*Pyrus calleryana* "Bradford")
- i. Ash (*Fraxinus* spp.)*
- j. London planetree (*Plantanus x acerfolia*)*
- k. Sabal (cabbage) palm (*Sabal palmetto*)
- 3. Species type C: Large.
 - a. Tulip tree (*Liriodendron tulipifera*)
 - b. Willow oak (*Quercus phellos*)
 - c. Black gum (*Nyssa sylvatica*)
 - d. Southern red oak (*Quercus falcata*)*
 - e. Shumard's red oak (*Quercus shumardii*)*
 - f. Hackberry (*Celtis laevigata*)*
 - g. White oak (*Quercus alba*)*
 - h. Bald cypress (*Taxodium distichum*)
 - i. Walnut (*Juglans nigra*)*
 - j. Chinese elm (*Ulmus parvifolia*)*
 - k. Hickory (*Carya* spp.)*
 - l. Yellow buckeye (*Aesculus flava*)*
 - m. Canary island date palm (*Phoenix canariensis*)
- J. Prohibited tree list.
 - 1. The following prohibited species may not be used to meet any landscape requirement:
 - a. Paper mulberry (*Broussonetia papyrifera*)
 - b. Australian pine (*Casuarina equisetifolia*)
 - c. Ear tree (*Enterolobium cyclocarpum*)
 - d. Punk tree (*Melaleuca* spp.)
 - e. Chinaberry (*Melia azedarach*)
 - f. Brazilian pepper (*Schinus terebinthifolius*)
 - g. Downy rosemyrtle (*Rhodomyrtus tomentosa*)
 - h. Bishopwood (*Bischofia javanica*)
 - i. Chinese Tallow Tree or Popcorn Tree (*Triadica sebifera*)

CHAPTER 7 ACCESSORY, TEMPORARY, AND SPECIAL USE SITUATIONS

7.00.00 - INTENT

The purpose of this chapter is to provide standards for accessory, temporary, and special use situations within the City of Crestview, in accordance with the City Code and Comprehensive plan. Any violation of this Chapter, including a property owner's unpermitted accessory structure, or non-compliant property use shall be punished as provided for in section 1-11 of the City Code and Chapter 162, Florida Statutes.

7.01.00 - ACCESSORY STRUCTURES

7.01.01 - Generally

Any number of different accessory structures may be located on a parcel, provided that the following requirements are met.

- A. There shall be a permitted principal structure on the parcel, located in full compliance with all standards and requirements of this chapter.
- B. All accessory structures shall comply with standards pertaining to the principal use, unless exempted or superseded elsewhere in this chapter.
- C. Accessory structures shall not be located in a required buffer or landscape area.
- D. Accessory structures shall be included in all calculations of impervious surface and storm water runoff.
- E. Accessory structures shall be shown on any concept development plan with full supporting documentation.
- F. No accessory structures used for industrial storage of hazardous, incendiary, noxious or pernicious materials shall be located nearer than 100 feet from any property line.

7.01.02 - Accessory Buildings

Site Development standards for accessory buildings (storage buildings, utility buildings, sheds, greenhouses, etc.).

- A. Accessory buildings in all zoning districts shall abide by the following requirements and standards:
 1. ~~On~~ Lots within recorded subdivisions and non-platted lots with a depth less than 250 feet:
 - a. Accessory buildings shall only be placed in side and rear yards and shall be setback three (3) feet from side and rear property lines.
 - b. ~~Accessory buildings on lots facing multiple rights-of-way may be placed in any front yard not abutting the face of the structure containing the front door, up to the required front setback~~ secondary front yard but shall be setback a minimum three (3) feet from the adjoining front property line and shall not impact visibility from any adjacent intersection or driveway. See figure 7.01.02.
 - ~~b.(1)~~ If placed in a secondary front yard that abuts a primary front yard on an adjacent property, structure shall not be placed within any required front setback.
 - c. Accessory buildings closer than ~~ten five (105)~~ feet to the principle structure must meet the setbacks of said principle structure.
 2. ~~On~~ Lots not within recorded subdivisions and lots with a ~~lot~~ depth of 250 feet or greater:
 - a. Accessory buildings shall be setback three (3) feet from side and rear property lines and shall not be within any required front setback.
 - ~~a.b.~~ Accessory buildings on lots facing multiple rights-of-way may be placed in any secondary front yard but shall be setback a minimum three (3) feet from the adjoining front property line and shall not impact visibility from any adjacent intersection or driveway.
 - (1) If placed in a secondary front yard that abuts a primary front yard on an adjacent property, structure shall not be placed within any required front setback.
 - ~~b.c.~~ Accessory buildings closer than ~~ten five (105)~~ feet to the principle structure must meet the setbacks of said principle structure.

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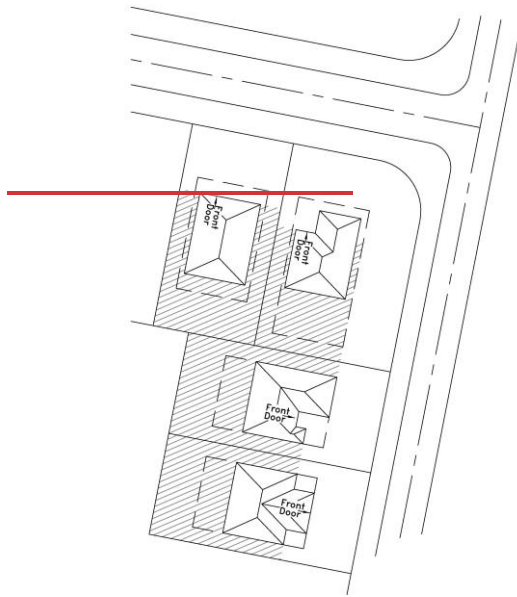


Figure 7.01.02. Allowed Accessory Building and Fence Location on Lots Facing Multiple Rights Of Way.

- B. Storage buildings, storage sheds and detached garages in the C-1, C-2 and IN zoning districts that exceed 600 square feet of floor area must provide brick veneer, stone, stucco, or other similar decorative materials to the façade on all sides of the building visible from the public right of way.
- C. Carports in any zoning district are allowed according to the following requirements:
 - ~~1- Carports are allowed in front yards but shall not encroach into any front setback and must remain under twenty (20) feet in height. Carports shall be no taller than the primary structure on site, and no less than 8 feet in height.~~
 - ~~2-1~~ Carports located in any front yard shall not be enclosed on any side and shall be setback at least three (3) feet from any front property line.
 - ~~3-2~~ Carports are allowed in side yards up to property line, regardless of distance to the main structure.
 - ~~4-3~~ Eaves of carports shall not extend over any property line.
 - ~~5-4~~ Carports shall be at least three (3) feet from any rear property line.
- D. Screen rooms, enclosed patios, porch coverings, or any other similar structure are allowed in the R-1E, R-1, R-2, R-3 and MU zones according to the following requirements:
 - 1. Shall be at least 3 feet from any rear property line.
 - 2. Shall not be placed within any front or side setback area.

7.01.03 - Fences

Site Development Standards for Fences, Hedges and Walls

- A. Location of fences, perimeter hedges and walls.
 - 1. Fences, perimeter hedges and retaining walls may be located on, at, or inside the property line. All fence material must be located on, at or inside the property line, and shall not be located outside of the property line.
 - 2. A fence located on the property line may be shared by adjacent properties.

3. Setback requirements applicable to principle buildings shall not prohibit or restrict the installation of a retaining wall.
4. Fences, perimeter hedges, and walls shall not be located within ~~the any~~ required visibility triangle.
- B. Materials and appearance requirements.
 1. Fences and walls must be constructed of wood, masonry, stone, wrought iron, chain link, vinyl, welded wire, or composite materials.
 2. All fences shall be installed with the finished side facing outward, except for the following:
 - a. Where a fence cannot be constructed on the property line due to an existing fence on the adjacent property line, the finished side may face inward.
 - b. When an applicant is not granted permission to access the adjacent property to install the fence, the finished side may face inward.
 3. A fence installed for security purposes in C-2 or IN zoning may include barbed wire or razor wire, provided that such wire is at least six (6) feet off the ground.
- C. Electrical fencing may be installed for security purposes and shall meet the following standards:
 1. Electrical fencing may be installed on top of a fence in C-2 or IN zoning districts, provided that the electrical fencing is a minimum of six (6) feet above the ground.
 2. Electrical fencing may be installed in residential areas provided that such fencing shall be limited to side and rear yards and shall be contained within a fence structure.
 3. All electrical fencing shall be accompanied by signs to provide a warning of the type of fence and the voltage of the fence. Warning signs shall be placed at each corner of the enclosed area; additional signs shall be placed fifteen (15) feet apart along the entire fence. Warning signs shall not exceed four (4) square feet in area each.
- D. Height standards.
 1. Fence and wall height shall be measured from the natural grade at the base of the fence to the topmost part of the fence, including any decorations, barbed wire, or other fixtures.
 2. The maximum height for a fence on a lot line on a property zoned R-1E, R-1, R-2, R-3 or MU and adjacent to a property zoned C-1, C-2 or IN shall be eight (8) feet.
 3. Fence may contain decorative columns spaced no less than six (6) feet apart that shall not exceed eight (8) feet in height.
 4. Height standards provided in Table 7.01.03.

Table 7.01.03 - Standards for Fence Heights

Zoning District	Maximum Height in a Side or Rear Yard (feet)	Maximum Height in a Front Yard ^{10, 11}
R-1E	8	4
R-1	8	4
R-2	8	4
R-3	8	4
MU	8	4
C-1	8	4
C-2	8	4
IN	8	6
P	8	6
E	N/A	N/A

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¹⁰ Fences on lots facing multiple rights-of-way may be up to 8 feet in height in any secondary front yard ~~not abutting the face of the structure containing the front door~~, where the fence will not obstruct visibility from any intersection or adjacent driveway, ~~as determined by the Planning Administrator, or designee.~~

¹¹ Fences that allow for at least 50 percent visibility through the material, including but not limited to chain link, wrought iron, or welded wire, may be up to 8 feet in height.

7.01.04 - Swimming Pools

- A. Location. Swimming pools shall be placed only in side and rear yards. There shall be at least six (6) feet between a building and the water's edge of an outdoor swimming pool. There will also be at least six (6) feet between any side or rear property line or building line and the water's edge of an outdoor swimming pool.
- B. All pool enclosures (enclosure constructed of metal, wood, or similar type material for framing and consisting of screen mesh or any similar material between framing members making up the roof and walls, and which specifically covers a swimming pool or spa), shall have the same front setback as the principal structure and shall be erected at least three (3) feet from the rear or side property line.
- C. Pool Fencing.
 - 1. See Florida Building Code for all design and construction requirements.

7.02.00 - SIGNS

7.02.01 - Generally

- A. Purpose. It is the purpose of this section to provide comprehensive and balanced sign regulations that are consistent with constitutional guarantees, promote business growth and retention, achieve clear and effective communication in the City's environment, and to authorize signs which are:
 - 1. Consistent with the objectives of the comprehensive plan;
 - 2. Compatible with their surroundings;
 - 3. Integrated and harmonious with the appearance of the community;
 - 4. Legible under the circumstances in which they are seen; and
 - 5. Safe for motorists, by preventing visual distraction and visual clutter.
- B. In interpreting and applying the provisions of Section 7.02.00, the sign regulations are declared to authorize the maximum allowable signage for the purposes set forth. Any sign authorized by Sec. 7.02.00 may display noncommercial messages. Nothing in Section 7.02.00 shall be construed to regulate the content of the message displayed on any sign.
- C. No person shall move, erect, post, construct, paint, alter, or maintain a sign except in compliance with the standards and requirements set forth in Section 7.02.00.
 - 1. A building permit is required for any sign that is not exempt from the standards and provisions of Section 7.02.00. Application and review procedures for obtaining sign permits are set forth in Chapter 3.
 - 2. The installation and maintenance of signs and sign structures shall comply with the Florida Building Code, current edition and the NEC, current edition.
 - 3. All signs shall be located to comply with the clear visibility requirements set forth in the Crestview Engineering Standards Manual.
- D. All signs shall be adequately maintained in a structurally sound and safe condition. At a minimum, the following standards shall be met:
 - 1. The area around the sign shall be clear of overgrown vegetation or other obstacles so as to make the sign readily visible.
 - 2. All damaged or deteriorated panels or structural components shall be replaced.
 - 3. Any sign copy shall be maintained securely to the face, and all missing copy shall be replaced.
 - 4. All defective, discolored, faded, broken, or torn parts shall be replaced or repaired.
 - 5. A sign that becomes unsafe, dangerous, or a threat to public safety shall be replaced, repaired, or otherwise made safe within the time limit set by the City.

7.02.02 - Exempt Signs

The following signs are exempt from the requirement to obtain a development permit.

- A. Regulatory, statutory, traffic control, or directional signs erected on public property by or with permission of the United States, the State of Florida, Okaloosa County or the City.
- B. Legal notices and official instruments.
- C. Signs incorporated into machinery or equipment by a manufacturer or distributor, which identify or advertise only the product or service dispensed by the machine or equipment, such as signs customarily affixed to vending machines, newspaper boxes, and gasoline pumps.

- D. Advertising and identifying signs located on taxicabs, buses, trailers, trucks, or vehicle bumpers.
- E. Public warning signs to indicate the dangers of swimming, animals, or similar hazards.
- F. Memorial signs or tablets, names of buildings, and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.
- G. Signs carried by a person.
- H. Provisionally Exempt Signs. Signs identified in this section may be placed without a permit, provided that such signs comply with the standards set forth in Table 7.02.02.

Table 7.02.02 - Standards for Provisionally Exempt Signs

Sign Type	Standards
Entrance, exit, or other directional signs, including parking identification signs.	- Maximum area of four (4) s.f. - No individual letters, symbols, logos or designs in excess of eight (8) inches measured vertically or horizontally
"No trespassing" or "no dumping" signs	Maximum area of four (4) s.f.
Home Occupation Nameplate in R-1E, R-1, R-2, R-3, and MU zoning District	- Maximum area of one (1) s.f. - Limited to one (1) per property - Must be affixed to front wall of the dwelling unit containing the Home Occupation - Signs shall not be lighted - May only contain name identifying the Home Occupation
Campaign Signs	- Maximum area of nine (9) s.f. and maximum height of six (6) feet in R-1, R-2, R-3 and MU zoning districts - Maximum area of thirty-two (32) s.f. and maximum height of six (6) feet in C-1, C-2, IN, P and CON zoning districts - Limited to one sign per property - Limited to the period of the campaign issue - Must be removed within forty-eight (48) hours of the campaign issue being decided
Real estate signs in R-1E, R-1, R-2, R-3, and MU zoning districts	- One (1) sign per dwelling offered for sale or rent - Located on property offered for sale or rent - Maximum area of nine (9) s.f. - Maximum height of six (6) feet. - Allowed for the duration of contract to sell or until rental vacancy is filled
Real estate signs in C-1, C-2, IN, P, and E zoning districts	- One (1) sign per street frontage - Located on property offered for sale or lease - Maximum area of thirty-two (32) s.f. - Maximum height of six (6) feet. - Allowed for the duration of contract to sell or lease
Construction signs, R-1E, R-1, R-2, R-3, and MU zoning districts	- Located on a property where a valid building permit has been issued and has not expired. - Maximum area of thirty-two (32) s.f. - Maximum height of eight (8) feet. - Removed when the certificate of occupancy has been issued
Construction signs, C-1, C-2, IN, P, and E zoning districts	- Located on a property where a valid building permit has been issued and has not expired. - Maximum area of all signs not to exceed thirty-two (32) s.f. - Maximum height of eight (8) feet. - Removed when the certificate of occupancy has been issued
Yard or garage sale signs	- Maximum area of four (4) s.f. - Located on the property where a sale is being conducted. - Limited to one sign per property - Must be removed within forty-eight (48) hours of the conclusion of the sale
Automatic Teller Machine (ATM) signs	- Not more than one (1) wall sign - Maximum area of four (4) s.f. - Mounted not more than eight (8) feet above finished elevation of the ATM

7.02.03 - Prohibited Signs

The following signs are prohibited:

- A. Off-premises signs.
- B. Portable signs.
- C. Snipe signs on public right-of-way, including temporary signs stuck in the ground (sometimes also called bandit signs), and signs attached to utility poles, trees, rocks, or other natural objects.
- D. Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
- E. Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe.
- F. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way, or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics.
- G. Abandoned signs.
- H. Signs erected on or projecting over any public property or right-of-way, with the exception of signs erected by public authority for public purposes.
- I. Any other signs that are not specifically permitted or exempted as set forth in Sec. 7.02.00.

7.02.04 - Temporary Signs

Temporary signs shall comply with the following standards.

- A. Temporary signs are permissible subject to receipt of a temporary sign permit specifying type, size, location, and duration of placement. Temporary signs may be displayed for a period not exceeding fifteen (15) days.
- B. Total permitted temporary sign area shall not exceed a size of sixteen (16) square feet.
- C. Temporary signs shall not be placed in the public right-of-way.
- D. Temporary signs shall not flash, blink, spin, or rotate.
- E. Temporary signs include banners, flags, and pennants. The placement of temporary signs shall comply with the clear visibility requirements set forth in The Crestview Engineering Standards manual. Such signs shall not block traffic or pedestrian visibility or constitute a vehicular or pedestrian traffic hazard.
- F. The placement of temporary signs shall not cause a public nuisance.
- G. Permissible temporary signs shall be firmly secured to the ground or to a building according to the requirements of the temporary permit. Temporary signs may be attached to or cover an existing permitted sign only for the period during which the temporary sign is permitted.

7.02.05 - Permitted Permanent Accessory Signs

- A. Permanent accessory signs ~~to~~ shall be permitted in C-1, C-2, IN zonings, and MU zoning where there is an active business on site.
- B. Sign types allowed. A permanent accessory sign may be a ground sign to include a thirty-two (32) square foot reader board, or a building sign. Permanent accessory signs and reader board signs may be changeable copy or automatic changeable facing signs; however, facing or copy shall not rotate or change so rapidly as to cause distraction to a motorist.
- C. Permissible number area, spacing and height of permanent accessory ~~ground~~ signs: Table 7.02.05.

Table 7.02.05 - Requirements for Permanent Accessory Signs

Sign Type	Maximum Number	Maximum Sign Face Area	Sign Dimensions	Maximum Sign Height	Setback/Spacing
Wall	• Single Occupancy - 3 per façade • Multiple Occupancy - 3 per façade per tenant	• Single Occupancy - 20% of façade • Multiple Occupancy - 15% of façade per tenant	N/A	Not to exceed building height of roofline	N/A
Awning	No Maximum	N/A	75% of Awning Length	2 feet	N/A
Projecting/Perpendicular	1 per tenant	6 sq. ft.	Width - 4 feet	3 feet	N/A
Monument/ Ground ¹²	1 per <u>500 linear feet of</u> street frontage	2 sq. ft. per linear foot of street frontage to a maximum of 240 sq. ft.	No required dimensions	24 feet	• Property lines - 5 feet • Other ground signs - 10 feet
Interstate Highway I-10 Corridor Accessory Sign ¹³	1	420 sq. ft.	N/A	85 feet above the crown of Interstate Highway I-10 nearest the sign	• Front Property Line - 25 feet • Side/Rear Property Line - 50 feet • Other permanent ground sign on same site - 100 feet
Billboard ¹⁴	1	310 sq. ft.	Width - 38 feet	30 feet	• Property lines - 10 feet • Other billboard on same side of thoroughfare - 1,500 feet
Interstate Highway I-10 Corridor Billboard ^{13, 14, 15, 16}	1	672 sq. ft.	Width - 48 feet	50 feet above crown of Interstate Highway I-10 nearest the sign	• Interstate I-10 Right of Way - 20 feet • Other property lines - 50 feet • Other billboard on same side of thoroughfare - 1,500 feet

¹² Signs for businesses addressed on Highway 85 and Highway 90 may be up to 30 feet in height, with a maximum sign face area of 360 sq. ft.

¹³ The Interstate I-10 Corridor is defined as 1,000 feet from the Interstate Highway I-10 right-of-way

¹⁴ Billboards of any kind are only allowed in the Commercial (C-1, C-2) and Industrial (IN) zoning districts

¹⁵ The Interstate I-10 Corridor is defined as 1,000 feet from the Interstate Highway I-10 right-of-way

¹⁶ Billboards of any kind are only allowed in the Commercial (C-1, C-2) and Industrial (IN) zoning districts

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7.02.06 - Directional Signs

- A. Directional signs giving directions to motorists regarding the location of parking areas and access drives shall be permitted as permanent accessory signs on all parcels and shall not be counted as part of an occupancy's allowable sign area.
- B. Directional signs located on parcels with single user drives and parking, shall be limited to ten square feet.
- C. Directional signs located on parcels with shared access drives and interconnected parking, shall be limited to 20 square feet.

7.02.07 - Signs at Entrances to Residential Developments, Farms and Ranches

- A. Generally. Permanent accessory signs may be displayed at the entrance to residential developments, farms and ranches.
- B. Restrictions.
 - 1. Signs at the entrances of residential subdivisions shall be placed on lots designated as common area and dedicated to the Homeowner's Association as per the Final Plat.
 - 2. Signs are permitted at each entrance into the development, farm or ranch from each abutting street. The sign may be a single sign with two faces of equal size or may be two single-faced structures of equal size located on each side of the entrance. No face of the sign shall exceed 32 square feet in size and may be illuminated in a steady light only.
 - 3. When considering the placement of such signs, the Community Development Services department shall consider the location of public utilities, sidewalks and future street widening.
 - 4. The Community Development Services department shall ensure that such signs shall be maintained perpetually by the developer, the owner of the sign, a pertinent owners' association, or some other person who is legally accountable under a maintenance arrangement approved by the department. If no accountable person accepts legal responsibility to maintain the signs and no other provision has been made for the maintenance of them, the signs shall be removed by the developer or owner.

7.02.08 - Utility Signs

Public utility signs that identify the location of underground utility lines and facilities, high-voltage lines and facilities, and other utility facilities and appurtenances are permitted so long as they do not exceed three feet in height, and so long as the sign face does not exceed one-half square foot.

7.03.00 - ACCESSORY DWELLINGS

7.03.01 - Detached Accessory Dwellings in Residential Zoning Districts

- A. Purpose.
 - 1. The Purpose of this section is to ensure a wide variety of housing choices to city residents and allow opportunities for extended family living.
 - 2. This section provides for detached accessory dwellings, also called accessory apartments, guesthouses, mother-in-law suites, or similar low intensity second housing unit.
 - 3. The intent of this section is to ensure that the establishment of a detached accessory dwelling in a residential zoning district maintains compatibility of the area by minimizing or avoiding potential negative impacts from a secondary dwelling unit.
- B. Applicability. Accessory dwelling units are permissible in R-1E, R-1, R-2, R-3 and MU when established in compliance with the standards set forth in this section.
- C. No more than one (1) accessory dwelling shall be established on any lot, parcel or tract of land.
- D. Standards for a detached accessory dwelling.
 - 1. A detached accessory dwelling shall not be allowed on a property where the principle structure is a mobile home, trailer, or of any construction that is not a site-built structure.
 - 2. A detached accessory dwelling shall be held to and reviewed against all applicable building codes, fire codes, and life safety codes required for any new construction dwelling unit.
 - 3. Any detached accessory dwelling shall comply with all site development standards for principle dwelling structures required by the zoning district, with the following exceptions:

- a. Detached accessory dwellings may be placed according to the standards for Accessory Buildings in section 7.01.02.
- b. Detached accessory dwellings may be less than 20 feet in width.
- 4. Design standards, roof style and materials, and architectural style of the detached accessory dwelling shall be consistent with the principle dwelling and be built in accordance with the Florida Building Code, Residential.
- 5. One (1) additional parking space shall be provided. Where on-street parking is established for the neighborhood, on-street parking may be counted to meet this requirement.
- 6. A detached accessory dwelling shall not exceed 900 square feet or forty (40) percent of the total living area of the principle dwelling on the site, whichever is greater.
- 7. The existence of a detached accessory dwelling shall not be construed to allow for additional accessory structures on any lot, parcel, or tract of land beyond the number and type of accessory structures permissible with the principle dwelling.
- 8. There shall be no additional signage to identify the detached accessory dwelling, other than the signage permissible for the principle dwelling.
- 9. There shall be no additional mailbox, exterior utility equipment, or other evidence of a detached accessory dwelling unit. A detached accessory dwelling unit shall not have separate metered utility service, except as otherwise provided in the Florida Building Code, Current Edition.

7.03.02 - Detached Caretaker/Security Dwellings (Accessory Dwellings) in Specified Nonresidential Zoning Districts

- A. Purpose. The purpose of this section is to provide for a detached dwelling unit as an accessory to commercial and industrial uses where such dwelling provides for security and caretaking of the principle use.
- B. Applicability. One (1) caretaker dwelling shall be permissible as an accessory structure in the C-1, C-2, and IN zoning districts.
- C. Standards.
 - 1. There shall be no more than one (1) detached caretaker dwelling unit per lot or business establishment, whichever is more restrictive.
 - 2. The caretaker dwelling shall be provided by the manager, owner or caretaker of the principle use.
 - 3. The detached caretaker dwelling shall only be located within a side or rear yard.
 - 4. The detached caretaker dwelling shall not exceed 900 square feet.
 - 5. The detached caretaker dwelling shall be included in calculations of maximum impervious surface coverage for the site.
 - 6. The detached caretaker dwelling shall not be located in any required buffer, landscaped area, easement, or stormwater management area.
 - 7. Two (2) parking spaces shall be provided, which may be shared with parking for the principle use.
 - 8. The caretaker dwelling shall comply with the setback and height standards applicable to the principle building.

7.04.00 - HOME OCCUPATIONS

Home occupations may be permitted as an accessory use in a lawfully established dwelling unit located in the R-1E, R-1, R-2, R-3, and MU zoning districts. The standards for home occupations are intended to ensure compatibility with other permitted use and with the residential character of the neighborhood.

- A. The following and similar scope of uses shall be considered home occupations:
 - 1. An office, such as for professionals and general business.
 - 2. Instruction for teaching, such as, but not limited to, academic tutoring, performing arts, or fine arts, provided that no more than two (2) students are instructed at any one (1) time.
 - 3. Administrative or clerical support service, such as transcription, court reporting, stenography, notary public, or word processing, data entry or addressing services.
 - 4. Authors, composers, or creators of intellectual property.
 - 5. Telephone answering services.
 - 6. Beauty salons, barber shops, nail technicians, or similar personal service, limited to one (1) chair or station.

7. Similar uses: An interpretation that a use is similar shall be based on the activities and low level of impact normally associated with the proposed use and similarity of those activities and impacts with those of a listed use.
- B. The following uses are specifically prohibited as home occupations:
 1. Appliance and motor repairs (small or large).
 2. Automotive, vehicle, or watercraft repairs.
 3. Florist.
 4. Veterinary clinic.
 5. Medical office accompanied by patient foot traffic for a doctor, dentist, or other medical practitioner.
 6. Repair of radios, televisions, computers, CD or DVD players, or other similar equipment.
 7. Any occupation involving hazardous materials.
 8. Restaurants.
 9. Any other occupation that does not meet the standards set in 7.04.00.
- C. All home occupations shall comply with the following standards:
 1. A home occupation shall be required to have a City Business Tax Receipt (BTR). There shall be one (1) BTR for each business conducted in the dwelling.
 2. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes and shall not change the residential character of the structure.
 3. Not more than twenty-five (25) percent of the habitable floor area of the dwelling unit shall be used in the conduct of the home occupation in R-1E, R-1, R-2, or R-3. MU may have up to thirty-five (35) percent of the habitable floor area of the dwelling unit for the home occupation.
 4. There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such home occupation including outside storage or signs pertaining to the home occupation. However, one (1) unlighted nameplate, not more than one (1) square foot in area, may be attached to the front wall of the dwelling unit identifying the name of the business which constitutes the home occupation.
 5. No home occupation shall be conducted in any accessory building, except for the permissible parking of vehicles in a garage or carport.
 6. No open storage of equipment shall be permitted except that which is of a quantity and configuration normally used for purely domestic purposes.
 7. The home occupation shall not generate noise, vibration, glare, fumes, odors, or electrical interference to adjacent properties.
 8. Up to two (2) passenger vehicles, which may be commercially marked, are permissible in association with the home occupation. All permissible vehicles shall be parked within a lawful garage, lawful carport, or on the driveway. However, vehicles with a primary purpose of commercial use are prohibited; such vehicles include well-drilling trucks, tow-trucks, cement mixers, semi-trailers, tractors, refrigerated trucks or vans, graders, or other earth moving equipment. Lawn equipment trailers and similar vehicles are permissible provided that they are screened from public view and limited to one (1) per dwelling. Taxi cabs may be permissible, provided that all such vehicles can be parked within a garage, or carport, or on the driveway.
 9. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood. The basis for evaluating traffic generated shall be data available from the Institute of Transportation Engineers.
 10. Any need for parking generated by the conduct of such home occupation shall be met by the parking areas serving the residential use, such as the driveway, garage, or carport. No vehicle shall block access to the driveway, pedestrian movement on a sidewalk, or be parked in public right-of-way.

7.05.00 - SUPPLEMENTAL STANDARDS FOR SPECIAL EXCEPTION USES

7.05.01 - Generally

- A. Special exception uses are specific uses allowed in specific zoning districts, with certain supplemental standards required of each special exception use, as described in this section.
- B. Uses referenced here from Table 4.06.00 - Permissible Uses in Each Zoning District are specifically not allowed in the Downtown Overlay District.
- C. The following supplemental standards are adopted alongside each special exception use.

7.05.02 - Pharmaceutical Sales

- A. Stores manufacturing selling, leasing or renting pharmaceutical equipment, supplies and consumables, including prescription and non-prescription medicines and holistic medicine supplies, and Medical Marijuana Treatment Centers licensed by the State of Florida, provided the following requirements are met:
1. Minimum Lot Size Requirements. The minimum required lot size is 32,670 square feet.
 2. Building Size Requirements
 - a. Floor Area. The minimum building size is 2,500 square feet floor area. See Chapter 2 for definitions.
 - b. Floor Area Ratio. The maximum building size is limited by a floor area ratio of 0.10. The "floor area ratio" of the building on any lot is the floor area of the building on that lot divided by the area of such lot.
 3. Minimum Yard Requirements. The minimum required front, side and rear yards shall meet the requirements of the C-2 zoning district.
 4. Minimum Off-Street Parking and Loading Requirements; Location. The parking and loading requirements shall be as follows:
 - a. One space for each 150 square feet of floor area of the retail and office space, plus one space per employee on the largest staffed shift. When calculation of the number of required parking spaces results in a fractional number, a fraction of less than one-half shall be disregarded and a fraction of one-half or more shall be rounded to the next highest whole number. Employee parking shall be designated by permanent signage.
 - b. Provisions for off-street loading and number of required berths shall be made in accordance with Chapter 8 of this code. On-street loading or unloading is prohibited. Loading areas shall not obstruct pedestrian pathways.
 - c. Parking spaces shall meet the minimum size set forth in Chapter 8.
 - d. All driveways, access aisles and parking spaces shall be surfaced in paver bricks, concrete or asphalt. Wheel stops are required for each parking space.
 - e. Parking and loading spaces are prohibited in landscape buffers, easement areas, and right of way areas.
 - f. The provision of parking spaces and passenger loading areas for persons who have disabilities is governed by Chapter 553, Florida Statutes.
 - g. All required parking shall be provided on the same lot or project as the principal use. The location of required parking spaces shall not interfere with normal traffic flow or with the operation of queuing and backup areas. A minimum queuing distance of 25 feet is required between the property line and the first parking space.
 - h. Off-site parking shall not be used to determine compliance with minimum parking spaces set forth in this section.
 - i. A minimum of ten percent of the required parking spaces shall be located at the side or rear of each building it is intended to serve. A public pedestrian walk shall connect all parking areas to a facility entrance. Such pedestrian access way shall be a minimum of four feet in width, clearly marked, well lit, and unobstructed.
 5. Number of Structures. Only one structure may be located on the parcel.
 6. Landscaping and Buffering. Chapter 6 of this code applies to the uses authorized as special exceptions.
 7. Site and Development Plan Review. Site and development plan review shall be required.
 8. Outdoor Refuse Collection and Storage Areas. No outdoor refuse collection or storage area shall be located in a street yard, and all such areas shall maintain a minimum setback of ten feet from any lot line and shall be enclosed and on a paved or concrete surface.
 9. This use is not allowed in the Downtown Overlay District.

7.05.03 - Recreational Camps

- A. Recreational camps are allowed by special exception in the MU, C-1, C-2 and E districts in accordance with the following standards.
- B. For purposes of this subsection, "Recreational camp" or "Recreational camps" means one or more buildings or structures, tents, trailers, or vehicles, or any portion thereof, together with the land appertaining thereto, established, operated, or used as living quarters for one or more resident or transient members of the public and designed and operated for recreational or other non-profit purposes.
- C. The minimum lot area within the MU, C-1, C-2 or E districts shall be 40 acres.
- D. Recreational camps in the E districts may only be allowed in accordance with an approved management plan. The management plan shall be prepared at the expense of the applicant by a person or persons qualified in the appropriate fields of study and conducted according to professionally accepted standards. At a minimum, the management plan includes the following:
 - 1. Description of goals and objectives based on type of natural resources to be managed;
 - 2. Description of all proposed uses, including existing and any proposed physical and access improvements;
 - 3. Description of prohibited activities, such as mowing in wetland buffers, or removal of native vegetation in protected habitat areas;
 - 4. Descriptions of ongoing activities that will be performed to protect, restore, or enhance the natural resources to be protected. This may include:
 - a. Removal or control of invasive vegetation and debris;
 - b. Replanting with native vegetation as necessary;
 - c. Provision for listed species habitat needs, including restricting, at appropriate times, intrusions into sensitive foraging, breeding, roosting, and nesting areas;
 - d. Fencing or other institutional controls to minimize impact of human activities on wildlife and vegetation, such as predation by pets;
 - e. Prescribed burning, thinning, or comparable activities performed in an environmentally sensitive manner to restore or maintain habitat;
 - f. Cooperative efforts and agreements to help promote or conduct certain management activities, such as cleanups, maintenance, public education, observation, monitoring, and reporting;
 - g. Any additional measures determined to be necessary to protect and maintain the functions and values of conservation areas in conjunction with wildfire mitigation;
 - h. Set of schedules, estimated costs, staffing requirements, and assignments of responsibility for specific implementation activities to be performed as part of the management plan, and identification of means by which funding will be provided;
 - i. Performance standards with criteria for assessing goals and objectives;
 - j. Five-year monitoring plan with schedule and responsibility;
 - k. Ownership and party responsible for management activities;
 - l. Provision for changes to be reviewed and approved by the City; and
 - m. Contingency plans for corrective measures or change if goals not met, and recognition of City enforcement authority.
 - 5. The maximum density of cabins, lodges and/or tent campsites shall not exceed one per five acres. Density shall be calculated as gross density and include all land area exclusive of major water bodies starting at the high water mark.
 - 6. Cabins or lodges shall comply with the Florida Building Code and must contain a minimum of 250 square feet of floor space up to a maximum of 2,500 square feet of floor space, with a maximum occupancy of 10 per cabin or lodge. Use of mobile homes or recreational vehicles for lodging is prohibited.
 - 7. A single permanent residence is allowed.
 - 8. All structures, cabins and tent sites shall be setback a minimum of 200 feet from the property line.
 - 9. Vehicular access shall be from a paved public roadway.
 - 10. A unified plan for water distribution and wastewater disposal meeting the requirements of the Health Department shall be provided as part of any application for a recreational camp.

11. Sanitary facilities including showers, toilets, and sinks shall be provided. Potable water from a municipal water supply shall be used for such sanitary facilities, unless the facility is served by a private well registered, approved and tested by the Department of Health as a limited use public water system.
12. Recreational camps for five or more members of the public as defined in Section 513.01, Florida Statutes, are subject to the provisions of Chapter 513, Florida Statutes and shall not be permitted as a special exception unless the Department of Business and Professional Regulation has issued a permit for such activity and such permit remains valid and current at all times and such property meets every provision of this section not in conflict with the requirements of Chapter 513, Florida Statutes.
13. Any violation of this section, including a property owner's operating or allowing unpermitted recreational camps shall be punished as provided for in section 1-11 of the City Code and each day that such condition continues is regarded as a new and separate offense.

7.05.04 - Recreational Vehicle Parks

- A. Recreational vehicle parks ("RV Parks") are allowed by special exception in the MU, C-1 and C-2 zoning districts in accordance with the following standards.
- B. Definitions.
 1. "RV Park" or "RV Parks", for purposes of this subsection, means one or more buildings or structures, tents, trailers, or vehicles, or any portion thereof, together with the land appertaining thereto, established, operated, or used as living quarters for one or more resident or transient members of the public and designed and operated for profit.
 2. "Unit" or "Units" means one trailer or one vehicle used as living quarters for one or more resident or transient members of the public.
 3. "Tent" or "Tents" means a portable shelter of cloth or other material, whether designed for camping or fabricated for some other purpose, used for storage or as living quarters for one or more resident or transient members of the public.
- C. Minimum lot size and density. The minimum lot size and density for RV Parks shall be as follows:
 1. If the parcel is accessed directly from a multi-lane or arterial road as defined in the City of Crestview Comprehensive Plan, the minimum lot size shall be 2.5 acres and the maximum allowable density shall be 18 units per acre, with a maximum of one tent per 25 units.
 2. If the parcel is accessed directly from a collector road as defined in the City of Crestview Comprehensive Plan, the minimum lot size shall be 5 acres and the allowable density shall be 9 units per acre, and a maximum of one tent per 25 units.
 3. If the parcel is accessed from any road which is not an arterial or collector road as defined in the City of Crestview Comprehensive Plan, the minimum lot size shall be 15 acres and the allowable density shall be 6 units per acre, and a maximum of one tent per 25 units.
 4. Density shall be calculated as gross density and include all land area exclusive of major water bodies starting at the high water mark.
 5. For cabins or other permanent structures, the density, setback and other requirements of the zoning district in which the property is located shall apply.
 6. A single permanent residence is allowed.
 7. Cabins and other structures shall comply with the Florida Building Code and must contain a minimum of 250 square feet of floor space per occupant with a maximum capacity of 10.
 8. Use of mobile homes for lodging is prohibited, except that one mobile home may be located onsite for an office, resident manager or security watchman if a permanent residence is not located on the property.
- D. Vehicular access shall be from a paved public roadway.
- E. A unified plan for water distribution and wastewater disposal meeting the requirements of the Health Department shall be provided as part of any application for a recreational camp.
- F. Sanitary facilities including showers, toilets, and sinks shall be provided. Potable water from a municipal water supply shall be used for such sanitary facilities, unless the facility is served by a private well registered, approved and tested by the Department of Health as a limited use public water system.
- G. Any violation of this section, including a property owner's operating or allowing unpermitted recreational camps shall be punished as provided for in section 1-11 of the City Code and each day that such condition continues is regarded as a new and separate offense.

7.05.05 - Telecommunications Antennae and Towers

Each applicant requesting a building permit for the location of communication towers and antennas shall meet the following at the time of application.

- A. Federal approvals. All communication towers must meet or exceed current standards and regulations of the Federal Aviation Administration (FAA), Federal Communication Commission (FCC), and any other agency of the Federal government with the authority to regulate communication towers and antennas. The applicant shall submit copies of all FAA, FCC, Eglin Air Force Base, Hurlburt Field, Okaloosa Regional Airport and FDOT approvals, whichever is/are applicable.
- B. Design. The applicant shall submit the communication tower design plans which shall be designed by an engineer licensed in the State of Florida in accordance with the building code requirements of the City. The design shall show the access that is provided for inspections. Communication towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color, so as to reduce visual obtrusiveness. Dish antennas will be of a neutral, non-reflective color with no logos.
- C. Safety fall zone. Applicants shall submit a report by an engineer licensed in the State of Florida of the safety fall zone of the specified communication tower. The safety fall zone shall be measured from the base of the communication tower to any property line. Communication towers shall be designed to collapse within the lot lines in case of structural failure.
- D. Co-location.
 - 1. The applicant shall submit a certification from an engineer licensed in the State of Florida that the communications tower has been designed to accommodate co-location. If the communication tower cannot accommodate co-location, then the engineer should certify the reason(s) it cannot accommodate additional antennas.
 - 2. The applicant shall submit a plan for co-location, providing for at least three (3) other providers, with local government needs considered. If co-location is not possible, the applicant shall provide evidence as to the reason(s) it is not possible to meet this requirement.
 - 3. The applicant shall commit to ensuring that each antenna owner will comply with Federal, State, and local regulations.
 - 4. Each antenna owner shall have an approved building permit prior to erecting the antenna on the communication tower. The applicant shall show that the antenna will not extend more than ten (10) feet horizontally beyond the vertical plane of the edge of the communications tower and will not project above the existing communication tower structure's approved height.
- E. Setback. The applicant shall submit a site plan showing a minimum of one-half ($\frac{1}{2}$) the tower height plus fifty (50) feet between the base of the communication tower and any residential property line, otherwise a distance equal to the safety fall zone between the base of the communication tower and any nonresidential property.
- F. Buffer. The applicant shall submit a plan showing:
 - 1. An eight (8)-foot high fence or wall, with access by a locked gate only, around the base of the communication tower or the property as required by the FCC. The fence or wall shall be equipped with an appropriate anti-climbing device.
 - 2. A minimum of a five (5)-foot landscaping buffer, consistent with the requirements of Section 4.08.05 installed around the entire perimeter of the fence or wall. Additional landscaping may be required if deemed necessary to provide a buffer between the communication tower and adjacent residentially zoned properties. This requirement may be waived by the Development Administrator if the base of the communication tower is a minimum of 500 feet from all property lines.
- G. Signage. The applicant shall submit a sign plan showing:
 - 1. That no portion of the communication tower will be used for advertising purposes, including a company's name;
 - 2. That the party responsible for the operation and maintenance of the facility, its address, and telephone number is provided; and
 - 3. That all security or safety signs required by Federal, State, or local regulations are provided.
- H. Lighting. The applicant shall submit a plan that shows the signals, lights, or illumination provided and the Federal, State, or local rule, regulation, or requirement.

- I. Maintenance and inspections. The applicant shall submit a plan for inspections and maintenance of the communication tower so that it remains in good condition, order, and repair and that the same shall not menace or endanger the life or property of any person.
 - 1. The City may require FCC inspection reports and/or that the communication tower be inspected if there is reason to believe that the structural or electrical integrity of the communication tower is jeopardized. All certifications and inspections required herein shall be made by and at the sole cost of the provider, and certified and submitted to the City.
 - 2. The City and its agents shall have the authority to enter onto the property upon which a communications tower is located, upon reasonable notice to the owner, to inspect the communications tower for purposes of determining whether it complies with all applicable laws and regulations. All expenses relating to such inspections by the City shall be borne by the owner.
- J. Abandonment. The owner shall submit a plan for abandonment of the communication tower which shall include a copy of the notice to the FCC of intent to cease operations for each user of the communication tower and a plan to remove the communication tower within a minimum of 180 days after abandonment. Any communication tower or antenna that is not operated for a continuous period of twenty-four (24) months shall be considered abandoned, and the owner of each such communication tower or antenna shall remove same within 180 days of receipt of notice from the City notifying the owner of such removal requirement. Removal includes the removal of the tower, all tower and fence footers, underground cables, and support buildings. If there are two (2) or more users of a single communication tower, then this provision shall not become effective until all users cease using the communication tower.

7.05.06 - Manufactured Home Communities

- A. Manufactured Home Communities are allowed by special exception in the MU zoning district, in accordance with the following standards.
- B. Mobile homes, manufactured homes, or modular homes may be located within a manufactured home community. Such homes are not required to comply with the standards set forth in Section 6.01.02. The following standards apply to homes in manufactured home communities:
 - 1. In all cases, the Florida Building Code, Residential shall be complied with.
 - 2. The minimum width of each building shall be sixteen (16) feet.
 - 3. The minimum roof pitch shall be 3:12.
 - 4. The minimum roof overhang shall be twelve (12) inches.
 - 5. For dwellings elevated forty-eight (48) inches or less, the area beneath the home shall be enclosed by brick, concrete, wood, rock, vinyl or other material specifically manufactured for this purpose and shall enclose the space between the floor joists and the ground level, except for the required minimum ventilation and access. Such access shall remain closed when not being used for that purpose.
 - 6. All tongues, wheels, axles, transporting lights and other towing apparatus shall be removed from the site prior to occupancy.
 - 7. No home manufactured prior to June 15, 1976 shall be permitted.
 - 8. At each exterior door, there shall be a landing that is in accordance with the Florida Building Code, Residential.
- C. Each manufactured home community shall be limited to rental of lots or spaces. Where lots or spaces are intended to be sold, the subdivision standards set forth in Section 6.07.00 shall be met.
- D. The maximum parcel size shall be five (5) acres.
- E. The following setbacks shall be provided on the perimeter of the manufactured home community parcel:
 - 1. The front yard setback shall be a minimum of thirty-five (35) feet.
 - 2. The side yard setback shall be a minimum of twenty (20) feet.
 - 3. The rear yard setback shall be a minimum of twenty-five (25) feet.
- F. The impervious surface coverage standard shall be calculated for the manufactured community parcel as a whole.
- G. Perimeter landscaping shall be provided as set forth in Section 6.08.06.
- H. Individual lots or spaces for manufactured homes within a manufactured home community shall meet the following standards:
 - 1. Each lot or space shall be clearly defined.

2. Each lot or space shall provide a individual utility connections.
3. The minimum lot or space area shall be 4,000 s.f.
4. The minimum lot or space width shall be forty (40) feet.
5. Lots or spaces shall be located to provide a minimum of thirty (30) feet between adjacent manufactured home units and between a manufactured home unit and any other building within the manufactured home community. The separation shall be measured at the outermost point of each building.
- I. Each individual manufactured home lot or space shall include a driveway with at least two (2) parking spaces, designed and built in compliance with the Crestview Engineering Standards Manual.
- J. A manufactured home community may include one (1) building which may include administrative offices, social hall/community meeting space, self-service laundry, and equipment storage. Parking shall be provided for the building according to the standards set forth in Chapter 8.
- K. The entrance drive and internal streets shall be paved in compliance with the standards set forth in the Crestview Engineering Standards Manual.
- L. If any home in a manufactured home community is proposed to be replaced, the replacement home must be compliant with all requirements of this section, including all building requirements, separation requirements and parking requirements.

7.05.07 – Food Truck Sites

- A. Sites designated to maintain one or more stationary food truck spaces, which may or may not also include other site development features, such as parking, seating, or any other accessory and amenity structures are allowed with the following restrictions and/or requirements:
 1. Zoning. Food Truck Site developments are permitted in MU, C-1, C-2 and IN zoning districts.
 2. General site development requirements shall be the same as what is required for the underlying zoning district, with the following exceptions:
 - a. Food truck spaces and any additional structures shall be setback a minimum three feet from any side or rear property line when the development site is not within the Downtown Overlay District, or otherwise be setback the distance of any required landscape buffers.
 - b. Food truck spaces, and any additional structures shall be placed at least 5 feet from any other space or structure.
 3. Drive-thru service is prohibited.
 4. Minimum Parking Requirements; Location. The parking and loading requirements shall be as follows:
 - a. Two parking spaces required for each food truck space, except:
 - (1) If the development site is inside the Downtown Overlay District or On-Street Parking District.
 - (2) If the development site is within 250 feet of the Downtown Overlay District or On-Street Parking District.
 - (3) The applicant may provide a shared parking agreement from adjacent developments, where such shared parking does not impact the adjacent development's ability to meet their parking requirement.
 - b. The provision of parking spaces and passenger loading areas for persons who have disabilities is governed by Chapter 553, Florida Statutes.
 - c. Bicycle and pedestrian ways are required, to the standards of Section 8.05.00 of this code.
 5. Landscaping and Buffering. A landscaping plan is required to the following standards for landscaping and buffering, which supersede the general landscaping requirements in Chapter 6:
 - a. At least 50% of a given site area must remain open greenspace. A variety of trees, shrubs, bushes or other vegetation must be placed in greenspace areas.
 - b. When development abuts a property containing a one-, two- or three-family dwelling, a minimum required landscaped buffer of seven and one-half (7.5') shall be required. A greater sized buffer may be required by staff if deemed necessary to protect adjacent property from noise, lights, or other nuisance factors.
 6. Alcohol controls. If alcohol is to be sold on-site, controls are required as per the applicable state regulatory agency. The type, design, and appearance requirements of any required controls will be determined during the site plan review process.

7. Utilities. A utility plan showing proposed location and design for water and sewer services, as well as location of any required grease traps shall be provided for each site.
8. Outdoor Refuse Collection and Storage Areas. No outdoor refuse collection or storage area shall be located in a front setback area, and all such areas shall maintain a minimum setback of three feet from any lot line and shall be enclosed and on a paved or concrete surface.
9. Food trucks housed on approved food truck sites are required to have a City BTR but are not required any other City permits.
10. Any noise-generating activity present on the food truck site is subject to the noise regulations in Sec. 30-1 of the Code of Ordinances.
11. Restrooms. Restrooms are required as part of a food truck site, except when public restroom facilities are available within 250 feet of the development site.
12. Site and Development Plan Review.
 - a. For new developments on vacant or unimproved property, a development order is required as per the procedures set in Chapter 3 of this code.
 - b. For modifying existing site developments to add the food truck site use, or add food truck spaces, an administrative permit is required as per the procedures set in Chapter 3 of this code to determine compliance with the requirements of this section.
 - (1) Proposed food truck sites on existing developed sites shall not cause any additional impact to city services (water, sewer, stormwater, etc.) outside of the impacts approved for the original development order issued.
 - (2) Proposed food truck sites on existing developed sites shall not cause the site to become non-compliant with the site requirements of the original development order issued (parking count, traffic flows, pedestrian ways, etc.).

7.05.08 – Townhouses

- A. A townhouse is a multi-story single-family dwelling unit attached horizontally to at least one (1) dwelling unit, in a building containing at least three (3) units by a common wall that meets the appropriate standards of the Florida Building Code and any applicable fire codes.
- B. Townhouse buildings shall sit across multiple lots, with each aforementioned common wall sitting on top of and parallel to the side property lines. Setback requirements shall apply as per the zoning district as the townhouse building relates to the outermost property line for a given project.
- C. Townhouses and townhouse developments are allowed in the R-3 and MU zoning districts.
- D. Requirements for townhouse developments
 1. The minimum lot area for an individual townhouse unit is 700 s.f.
 2. The minimum lot width for all individual townhouse units is twenty (20) feet.
 3. Townhouse buildings shall be separated a minimum distance of ten (10) feet.
 4. A six (6) foot tall fence shall be provided where a townhouse development abuts a property currently used for single-family or duplex development. The finished side of the fence shall face outward. No fence is required where an alley separates the townhouse development from the single-family or duplex development. Each portion of the fence shall be the property of the owner of the townhouse lot on which it is located; such owner is responsible for maintenance of that portion of the fence.
 5. There shall be a maximum of ten (10) individual townhouse units within one (1) structure.

7.05.09 – Commercial Pad Sites

- A. A pad site is an out-parcel that is part of, or located within, a larger commercial development.
- B. Pad sites are permitted in the MU, C-1, C-2 and IN zoning districts.
- C. Buildings located on pad sites must only meet the setback requirements of the outermost perimeter lot lines for the overall development.
- D. Pad site interior lot lines are exempt from landscape buffer requirements.
- E. Pad sites are exempt from the minimum lot area and lot width requirements of the applicable zoning district, provided the overall development meets these requirements.
- F. Pad sites may share parking with the overall development.

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G. Impervious surface and floor area ratio calculations for pad sites will be calculated as part of the overall development.

7.05.10 – Commercial Condominium

E. A commercial condominium is a commercial development with accompanying condominium documents prepared to the standards of Florida Statutes Chapter 718.

F. Commercial condominiums are permitted in the MU, C-1, C-2 and IN zoning districts.

G. Commercial condominium developments must meet all pertinent requirements of this code that are not otherwise exempted in this section.

H. Surveys, declarations and other pertinent documents relating to commercial condominiums shall be reviewed, approved and recorded prior to issuance of a development order.

I. Commercial condominium survey must list all applicable setbacks not otherwise exempted by this section.

J. Individual lots parcels within commercial condominium developments that are proposed to contain any principle buildings, units or structures, shall not encroach into the minimum setback required per the zoning district, measured from the outermost property lines of the initial parent parcel.

K. Individual lots within commercial condominium developments that are proposed to contain any principle buildings, units, or structures are exempt from minimum setbacks and landscape buffers measured from any interior lot lines.

L. Lots within commercial condominium developments are exempt from the minimum lot area and lot width requirements of the applicable zoning district, provided the initial parent parcel meets those requirements.

M. Individual lots within a commercial condominium shall share parking areas, loading areas and access aisles, and such provisions shall be included on the survey, in the declaration, or in the other associated documents.

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7.06.00 - TEMPORARY USES

7.06.01 - Temporary Vendors

A. Applicability. ~~Itinerant Temporary~~ vendors conducting retail sales or displays are permissible as a temporary use in the MU, C-1, C-2 and IN zoning districts, in accordance with the standards of this section.

B. Unless otherwise specified, temporary uses subject to this section shall not exceed fifteen (15) days in any one (1) month.

C. Temporary vending permits expire one (1) year after approval.

D. A temporary vending permit shall be required for any temporary vendor operating within the City limits of Crestview.

E. Applicants must also provide the following along with their application for the temporary vending permit:

1. Copies of all applicable state licenses.
2. Written permission from the property owner and the business owner of the site on which temporary vending is proposed.
3. A site plan indicating the following:
 - a. The location of all existing and proposed structures on-site.
 - b. The structural dimensions and locations in relation to property lines,
 - c. The zoning district setback lines,
 - d. Locations of any temporary sanitary facilities (portable toilets) and waste disposal.
 - e. Parking areas,
 - f. Signage,
 - g. Means of ingress and egress for vehicular and pedestrian traffic,
 - h. Any additional information necessary to portray the property and proposed use,
 - i. A description of the proposed use

~~4. Insurance~~

- ~~a. Proof of general liability insurance, in a form acceptable to the City, protecting the applicant from all claims for damages to property or bodily injury, which may arise from operations under or in connection with the vendor's activity.~~

~~b-4.~~ A signed and notarized hold-harmless agreement.

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F. Temporary Auto Sales.

1. Temporary vending involving the sale of automobiles is permitted under this section, provided the applicant for the temporary sale of automobiles shall have a permanent business location within the city limits of Crestview, and shall have a valid City Business Tax Receipt.

7.06.02—Mobile Food Dispensing Vehicles

~~A. Applicability. Unless otherwise specified, mobile food dispensing vehicles are allowed in the MU, C-1, C-2, or IN zoning districts in accordance with the standards of this section.~~

~~B. Any mobile food dispensing vehicle operating within the City of Crestview is required to have a City of Crestview Business Tax Receipt.~~

~~C. Requirements for Mobile Food Dispensing Vehicles.~~

- ~~1. Mobile food dispensing vehicles shall be fully self contained and shall not connect to any utilities (water, sewer, gas or electricity).~~
- ~~2. Mobile food dispensing vehicles shall not sell alcohol unless specifically approved as part of a special event or other permit approved by the City. The alcohol related restrictions of Chapter 6 of the City Code are applicable unless otherwise authorized by the City Code, or otherwise waived by the City.~~
- ~~3. Except with the express written permission of the City during an authorized special event, hours of operation shall be limited between 7 a.m. and 10 p.m. The person in charge of the mobile food dispensing vehicle when in operation on the developed site must be present at all times during hours of operation.~~
- ~~4. Mobile food dispensing vehicles selling or dispensing food to customers in a moving vehicle or otherwise engaging in drive up sales is prohibited.~~
- ~~5. A mobile food dispensing vehicle shall not be allowed to be located on any site upon which uncorrected code violations exist, or which is under citation for code violations.~~
- ~~6. The operation of a mobile food dispensing vehicle shall not create or cause nuisance conditions including, but not limited to, displaying flags or unauthorized signage, loud noises, visual glare, flashing or animated lights, shouting or amplified music or sound, excessive fumes or smoke, environmental hazards, and any vehicular or pedestrian hazard.~~
- ~~7. Mobile food dispensing vehicles must not discharge waste, fat, oil, grease or such other similar substances from the vehicle. All such substances related to or generated from the vehicle shall be taken with the vehicle when the vehicle leaves the subject property.~~
- ~~8. Mobile food dispensing vehicles must comply, as applicable, with the standards specified by Chapter 5k-4.002m Florida Administrative Code, and the U.S. Food and Drug Administrative 2001 Food Code as such codes may be amended from time to time. It is also prohibited and unlawful for a mobile food dispensing vehicle to fail to comply with all state and City traffic and parking, and stopping and standing laws, codes, ordinances, rules and regulations.~~
- ~~9. A copy of the appropriate license(s) issued from the Florida Department of Business & Professional Regulation (Division of Hotels and Restaurants) shall be maintained on the mobile food dispensing vehicle at all times along with a copy of a valid City Business Tax Receipt when the vehicle is in operation within the City, and shall be made available for inspection upon request by the City's law or code enforcement officers.~~
- ~~10. The property owner shall acknowledge that the property owner require compliance with all ordinances regarding solid waste disposal and must provide the vehicle access to solid waste collection on the subject property.~~
- ~~11. The property owner shall acknowledge that the property owner require that the vehicle meet all applicable federal, state, and local statutes, regulations, laws, ordinances, rules and codes including, but not limited to, applicable land use and zoning requirements regarding the subject property.~~
- ~~12. The property owner shall acknowledge that the property owner understands the regulations governing mobile food dispensing vehicles and will be held responsible, along with the vehicle owner, for any code violations.~~
- ~~13. The property owner shall acknowledge that the property owner ensures that the property will be continuously maintained in a neat, clean and orderly manner, and that the mobile food dispensing vehicle shall be limited to operating as a temporary accessory use on the subject property.~~
- ~~14. The subject property must be a developed site. The subject property must not be vacant or unimproved.~~

- ~~15. Any proposed Mobile food dispensing vehicles must be within the site setback lines, as required by the zoning district~~
- ~~16. Mobile food dispensing vehicles must not cover or otherwise render unusable any quantity of parking spaces that would cause the site to have insufficient parking for their primary use as required by Chapter 8 of this Code.~~
- ~~17. Mobile food dispensing vehicles must not obstruct or interfere with vehicular or pedestrian traffic, building access, fire lanes, crosswalks, driveways, fire hydrants, loading areas, stormwater drainage systems, or landscape buffers associated with the principle use.~~
- ~~18. Outdoor dining areas are prohibited including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters, except if dining areas are allowed with express written permission of the City during an authorized special event.~~
- ~~19. No additional signage shall be permitted on the proposed site related to the mobile food dispensing vehicle except as to signage permanently affixed and displayed on the vehicle.~~
- ~~20. Amplified music or other sounds from any mobile food dispensing vehicle or from audio equipment installed on the proposed site by the property owner or person in charge of the vehicle for purposes of vending, attracting or encouraging the congregation of customers shall be prohibited.~~
- ~~21. The grounds around any mobile food dispensing vehicle, and within any mobile food dispensing vehicle space shall be kept free of litter, trash, paper and waste at all times. Waste containers shall be provided, and all trash shall be taken with the vehicle when the vendor leaves or with the permission of the property owner, placed inside a commercial dumpster in use and located on the proposed site.~~

~~D. Penalties.~~

- ~~1. Owners and operators of mobile food dispensing vehicles, and property owners on which such vehicles operate, shall be joint and severally liable for any violations of this section. The penalty provisions set forth in section 1-11 of the City Code shall apply to violations of this section.~~

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CHAPTER 8 STANDARDS FOR TRANSPORTATION, ACCESS, PARKING AND LOADING

8.00.00 - PURPOSE AND INTENT

This chapter is provided to establish standards and requirements for the entire transportation system, including access, streets, bicycle ways, sidewalks, off-street parking, on-street parking, loading areas, stacking lanes for drive-thru situations, and transit.

8.01.00 - APPLICABILITY

All development and redevelopment shall be designed, constructed, and established in compliance with the standards set forth in this chapter.

All sections listed in this chapter shall comply with any specifications or requirements listed in the Crestview Engineering Standards Manual. In the case of conflict, the Crestview Engineering Standards Manual shall rule.

8.02.00 - STREETS, VISIBILITY, ACCESS MANAGEMENT, AND RIGHT-OF-WAY PROTECTION

A. Purpose.

1. The purpose of this section is to ensure a safe and efficient traffic circulation system, manage access, establish right-of-way widths for future transportation facilities, and prohibit encroachment of structures into existing rights-of-way.

B. Right-of-Way Requirements.

1. Minimum right-of-way requirements for new roadways are provided in Table 8.03.00-1
 - a. Any roadways not meeting the classifications below shall be constructed consistent with Crestview Engineering Standards Manual, Okaloosa County Public Works, Florida Department of Transportation, or other relevant authority having jurisdiction.

Table 8.02.00 - Minimum Right-Of-Way Requirements

Street Type	Standard Section (feet)
One way street	30
Dead end less than 30 units	40
2-lane local / subdivision	50
2-lane collector	60

2. Use of Rights-of-way.

- a. Construction in a public right of way requires a development order or administrative permit issued as set forth in the procedures of Chapter 3.
- b. Encroachment shall not unreasonably restrict the public use of the right-of-way.
- c. No person shall willfully obstruct any portion of the right-of-way for a new roadway.
- d. The following uses of a public road are specifically permissible and are not a violation of this section:
 - (1) The improvement of a public road by the owner of a property adjacent to the public road with landscaping, shrubbery, or grass consistent with the use of the public right-of-way for road purposes, with approval from Public Services.
 - (2) Parking motor vehicles on that portion of public road not used as traffic lanes if not otherwise prohibited.
 - (3) The replacement or maintenance of existing utility facilities.
- e. No person shall remove grass, earth, or sand from, or dig up, any street, or deposit material of any kind on any street or right-of-way, without City authorization.

C. Visibility.

1. Visibility requirements are discussed and outlined in the Crestview Engineering Standards Manual. In all cases where visibility is or could be an issue, the Public Services Director shall have the final authority.

8.03.00 - ACCESS MANAGEMENT

Street arrangement and layout shall meet the following standards.

- A. The arrangement, character, extent, width, grade and location of all streets shall be consistent with the existing street network, and with the Crestview Engineering Standards Manual, Current Edition.
- B. The arrangement of streets shall either:
 - 1. Provide for the continuation or appropriate projection of existing planned or platted streets in surrounding areas; or
 - 2. Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.
- C. In a subdivision of 50 or more lots there shall be at least two connections made to an existing public street or right of way.
 - 1. If such conditions exist that preclude this possibility (such as wetlands or existing developments with no existing connection), then the streets should be laid out in a configuration to provide a means of ingress and egress to as many lots as can be accommodated.
 - 2. The Community Development Services Director shall have the final approval authority on all street layout designs.
 - 3. If a connection is made to an existing right of way with no existing roadway, then a Memorandum of Understanding shall be developed between the City and the developer to provide physical access through said right of way.
- D. When a project site abuts two (2) or more City Streets, access shall be from the city street with the lower functional classification. Where the City determines that other access standards preclude placement of a drive on the street with the lower functional classification, an alternate design may be approved.
 - 1. When the development abuts on a City street and a State Highway, the primary connection shall be made to the City street. A right in - right out only connection may be made on the State Highway with FDOT approval.
- E. The separation between access points on State-maintained roads shall be in accordance with the Florida Department of Transportation (FDOT) rules. On roads that are not maintained by the State, the separation between access points onto arterial and collector roadways, or between an access point and an intersection of an arterial or collector with another road, shall be as shown in Table 8.03.00.

Table 8.03.00 - Access Separation

Functional Class of Road	Distance between access points (feet)
Minor collector	20
Major collector	100
Minor arterial	150
Major arterial	200

- F. The distance between access points shall be measured from the centerline of the proposed driveway or roadway to the centerline of the nearest adjacent roadway or driveway.

8.04.00 - STREET ACCESS AND DRIVEWAY DESIGN REQUIREMENTS

- A. All ingress and egress driveways onto a City street shall be located to allow the greatest degree of safety to both pedestrian and vehicular traffic on a City street. All proposed development must meet these standards for vehicular access and circulation:
 - 1. Access design shall ensure that an entering standard passenger vehicle will not encroach upon the exit lane of a two-way driveway.
 - 2. Access design shall ensure that a right-turning exit vehicle shall be able to see only the first through traffic lane available without encroaching into the adjacent through lane.
 - 3. There shall be sufficient onsite storage to accommodate queued vehicles waiting to park or exit without using any portion of the street right-of-way or in any other way interfering with street traffic.

4. Number, location, and separation requirements for driveways. Driveways shall be designed to adequately accommodate the volume and normal character of vehicles anticipated to be attracted to the development.
 - a. The number of driveways shall be determined by existing site conditions and ensuring safe and efficient access and use for both pedestrian and vehicular traffic on a City Street.
 - b. The edge of a driveway for a single-family residential dwelling shall be located a minimum of twenty-five (25) feet from the right-of-way line of a street intersection.
 5. Where two (2) or more driveways connect a single development site to any one (1) City street, a minimum clear distance of fifty (50) feet, measured along the curb line of the proposed driveway curb radii, shall be provided.
 6. Opposing driveway intersections.
 - a. Opposing driveway intersections for uses other than a single-family dwelling shall be located directly across from each other along City streets.
 - b. If conditions prohibit locating a proposed driveway intersection directly opposite an existing or proposed driveway intersection along a City street, the offsets between the existing and proposed intersections shall be a minimum of one hundred fifty (150) feet.
 7. Driveways shall be located and designed to ensure that vehicles do not back onto any right-of-way, except for driveways serving a single-family dwelling in single-family developments and residential zoning districts.
- B. Driveway Design.
1. Depressed curbing may be required across driveway openings, in order to promote the continual flow of street stormwater runoff.
 2. Driveways shall intersect the City street at an angle as near ninety (90) degrees as site conditions permit, and in no case shall be less than seventy-five (75) degrees.
 3. All driveway aprons shall be paved from the existing or proposed edge of pavement back to the existing or proposed right-of-way line. Paving within this area shall comply with the City's paving specifications as set forth in the Crestview Engineering Standards Manual.
 4. Driveways located within a state or county right-of-way shall be designed in accordance with State or County Standards.

8.05.00 - BICYCLE AND PEDESTRIAN WAYS

- A. Bicycle and pedestrian ways shall be considered during the planning and development of on-site and off-site transportation facilities, including the connection and extension of existing bicycle and pedestrian ways on or serving State, regional, and local transportation systems.
- B. Bicycle Way Access and Connectivity.
1. Bicycle lanes, paths, and other ways shall connect traffic generators and shall be located along a direct line, convenient for users.
 2. Bicyclists shall have equal access to all streets whenever possible and feasible.
 3. Within a neighborhood, lines shall be considered through cul-de-sacs, making use of greenways, utility rights-of-way, and other open ways.
 4. Bicycle ways shall be designed and constructed in compliance with the standards set forth in the Crestview Engineering Standards Manual.
- C. Sidewalks.
- ~~1. The purpose of this section is to require sidewalks to be constructed in conjunction with all new development and redevelopment.~~
 1. Sidewalks are required along the street frontage of all lots where new development, redevelopment, subdivisions, or change of use is proposed.
 - ~~2. Where no adjacent sidewalk network exists for a development to connect to, the developer shall pay into the sidewalk fund the equivalent cost per linear foot of installation according to the amount set in the Comprehensive Fee Schedule, in lieu of sidewalk installation.~~
 - ~~3.2. Where a sidewalk is already provided, but the sidewalk is in disrepair and/or does not meet current standards for sidewalk location, width, and construction, such sidewalk shall be brought up to current standards as part of the development or redevelopment of the lot.~~
 - ~~4. Where no sidewalks exist, the developer will be required to include the addition of sidewalks as part of the proposed development, redevelopment, subdivision, or change of use.~~

- ~~5.3.~~ Sidewalks shall be designed and constructed in compliance with the standards set forth in the Crestview Engineering Standards Manual.
- ~~6.4.~~ Sidewalks located within a State or County right-of-way shall be designed in accordance with State or County standards.
- ~~7.5.~~ Sidewalk width requirements are set forth in Table 8.05.00.

Table 8.05.00 - Sidewalk Width Requirements

Location	Minimum width (feet)
Arterial streets (major or minor)	8
Collector streets	6
All other streets	5

~~8.6.~~ Location. ~~All sidewalks shall be constructed along the width of yards fronting upon a street right-of-way. Corner lots at street intersections shall have sidewalks constructed to, extended to, and ramped up to the street pavement in compliance with Federal and State ADA requirements.~~ Sidewalks shall be constructed in the street right-of-way with the rear edge ~~on-abutting~~ the front property line, ~~and shall be constructed in compliance with the standards set forth in the Crestview Engineering Standards Manual.~~

~~9.7.~~ Developers shall be required to construct sidewalks along the width of common areas fronting upon a street right-of-way.

~~10.8.~~ Internal sidewalks. Nonresidential and multifamily residential developments shall ~~be responsible for providing~~ provide an internal (on-site) sidewalk network. The internal sidewalk network shall connect buildings, parking areas and common open spaces to public sidewalks. Internal sidewalks shall be at least five (5) feet in width and may be located within landscape buffer areas to achieve connectivity.

~~a.9.~~ Waiver. Sidewalk construction may be waived at the discretion of the Planning Administrator or their designee, if it is determined that the waiver request meets at least one (1) of the following criteria:

~~b.a.~~ There are physical constraints which would make the construction of a sidewalks impossible or impractical. Such constraints shall include, but not be limited to, insufficient right-of-way, extreme grade problems, and when construction would have a significant negative impact on the natural environment.

~~b.~~ There are roadway improvements scheduled within the upcoming year of the City's capital improvement plan which would result in construction activities that would destroy a significant portion of the sidewalk constructed by the developer.

~~c.~~ If sidewalk construction is waived, the developer shall pay into the sidewalk fund the equivalent cost per linear foot of installation according to the amount set in the Comprehensive Fee Schedule.

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8.06.00 - REQUIREMENTS FOR PARKING AND LOADING

8.06.01 - Generally

- A. All development and redevelopment shall provide off-street parking in compliance with the standards set forth in this section.
1. Within the MU zoning district, parking facilities shall be provided and shared by all uses within a mixed-use development site.
 2. On-street parking spaces, spaces in municipal parking lots, and spaces in off-site private parking lots may be counted toward meeting the parking requirement for a development site. Standards for counting on-street, municipal, and private parking lot spaces are set forth in Section 8.06.05.
 3. In situations not addressed by Section 8.06.01(A)(1) and Section 8.06.01(A)(2), developments shall provide off street parking as set forth in Section 8.06.02.
- B. Limitation on use of parking facilities. Required off-street parking spaces, access driveway, and aisles shall not be used for any purpose other than vehicular parking. This prohibition applies to, but is not limited to:
1. Storage of goods and equipment;
 2. Location of dumpsters and other refuse containers;

3. Location of goods and materials offered for sale;
 4. Storage of inoperable vehicles and equipment;
 5. Repair activities;
 6. Special events not approved by the City; and
 7. Any other activity that occupies the required spaces, drives and aisles on a temporary or permanent basis.
- C. Calculating the number of parking spaces.
1. The gross floor area of a building shall be used to calculate parking requirements.
 2. When the calculation results in a fraction, the result shall be rounded up to one (1) parking space.
 3. For places of assembly with open seating, such as benches or pews, the calculation of parking spaces shall be based on the occupancy as rated by the fire marshal.
 4. When a site is occupied by two (2) or more separate and individual uses, the parking spaces required shall be determined by a parking study according to the requirements for such study set forth in Section 8.06.06.

8.06.02 - Standards for Parking

- A. The minimum number of vehicular parking spaces and bicycle spaces are provided in Table 8.06.02.
- B. ~~In all cases, P~~ parking spaces to meet Federal and State ADA requirements shall be provided ~~in addition to the parking requirements set forth in Table 8.06.02~~.

Table 8.06.02 - Parking Space Requirements

Use	Vehicle spaces (minimum)	Bicycle spaces (minimum)
Residential Uses		
Single-Family Dwelling	2 per unit up to 3 bedrooms, over 3 bedrooms add 1 space per bedroom	None
Multi-family Structure	2 per unit	1 per 10 required parking spaces
Non-Residential Uses		
Public Assembly and Recreational Uses		
Churches, theaters, auditoriums, stadiums, and other public assembly	1 space per 3 seats of the principal public assembly room or area	1 per 10 required parking spaces
Libraries and museums	1 per 500 s.f. of floor area	1 per 10 required parking spaces
Community recreation center	1 per 300 s.f. gross floor area	1 per 10 required parking spaces
Bowling alley	2 per lane	1 per 5 required parking spaces
Miniature golf	2 per hole	1 per 5 required parking spaces
Private clubs	1 per 300 s.f. gross floor area	1 per 10 required parking spaces
Skating rink, ice or roller	1 per 300 s.f. gross floor area	1 per 5 required parking spaces
Swimming pool, dance hall, exhibition hall	1 per 300 s.f. gross floor area	1 per 5 required parking spaces
Schools		
Day care or nursery, dance, arts, etc.	1 per employee plus 1 off-street loading space per 8 students	1 per 10 required parking spaces

Use	Vehicle spaces (minimum)	Bicycle spaces (minimum)
Elementary or junior high	1 per 2 employees plus 1 per classroom	1 per 5 <u>required</u> parking spaces
Senior high	1 per 2 employees plus 1 per 10 students	1 per 5 <u>required</u> parking spaces
College, trade or business school	1 per 300 s.f. gross floor area or 1 per 3 classroom seats, whichever is greater	1 per 10 <u>required</u> parking spaces
Health Facilities		
Hospital	1 per 3 hospital beds plus 1 per staff doctor plus 1 per employee on largest shift	1 per 10 <u>required</u> parking spaces
Nursing homes	1 per 6 patient beds plus 1 per employee on the largest shift	1 per 10 <u>required</u> parking spaces
Medical and dental offices	1 per 300 s.f. gross floor area	1 per 10 <u>required</u> parking spaces
Commercial and Office Uses		
Banks	1 per 300 s.f. plus 1 per employee on largest shift	1 per 10 parking spaces
Restaurant, sit-down and fast food	1 per 3 seats	1 per 10 <u>required</u> parking spaces
Taverns, nightclubs and lounges	1 per 200 s.f. gross floor area	1 per 10 <u>required</u> parking spaces
Offices other than medical/dental offices	1 per 300 s.f. gross office floor area plus 1 per business vehicle plus 1 per 1,000 s.f. of gross accessory storage area	1 per 10 <u>required</u> parking spaces
Gasoline service stations	1 per employee on largest shift plus 1 per indoor service bay plus 1 per 300 s.f. gross floor area	1 per 10 <u>required</u> parking spaces
Grocery or supermarket	1 per 300 s.f. gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Convenience Store	1 per 300 s.f. of gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Hotels and motels	1 per guestroom plus 1 space per 3 employees, plus any spaces required for accessory uses	1 per 10 <u>required</u> parking spaces
Marina	1.5 spaces per berth. If marina contains boat ramp, at least 10 percent of spaces must be large enough to accommodate cars with trailers	1 per 10 <u>required</u> parking spaces
Multi-tenant retail complex, <10,000 s.f. gross floor area	1 per 200 s.f. gross floor area	1 per 10 <u>required</u> parking spaces
Multi-tenant retail complex, $\leq$ 10,000 s.f. gross floor area	1 per 200 s.f. gross floor area, plus 1 per each additional 250 s.f. over 10,000 gross floor area	1 per 10 <u>required</u> parking spaces
Barber and beauty shops	1 per station plus 1 per employee	1 per 10 <u>required</u> parking spaces

Use	Vehicle spaces (minimum)	Bicycle spaces (minimum)
Bed and breakfast	1 per owner/manager plus 1 per sleeping room	1 per 10 <u>required</u> parking spaces
Car wash, full service	1 per employee on largest shift plus 2 stacking spaces and 1 drying space per cleaning station	None
Car wash, self service	2 stacking spaces and 1 drying space per cleaning station	None
Dry cleaning shop	1 per 300 s.f. gross floor area plus 1 per employee on largest shift	1 per 10 parking spaces
Self-storage/mini-warehouses	1 space per 5000 s.f. gross floor area plus 1 per employee on largest shift	1 per 10 <u>required</u> parking spaces
Other general business, retail, department stores or personal service establishment	1 per 300 s.f. of gross floor area plus 1 per employee on largest shift	1 per 10 <u>required</u> parking spaces
Warehousing and Industrial Uses		
Warehouse	1 per 5,000 s.f. gross floor area	1 per 10 <u>required</u> parking spaces
Extraction uses	1 per employee on largest shift	None
General Industrial	1 per 1,500 s.f. gross floor area	None

8.06.03 - Standards for Parking Lot Design

- A. All off-street parking lots, other than single-family and duplex dwellings, shall be designed to meet the following standards:
1. Parking and loading areas, access aisles, pedestrian walkways, landscaping, and open space shall be designed as integral parts of an overall development plan and shall properly relate to existing and proposed buildings.
 2. For uses that involve the sale, repair, rental, or storage of vehicles, required off-street parking spaces shall be identified for customers and distinguished from spaces used for the vehicles that are an integral part of the business activity onsite.
 3. The parking lot circulation system shall be contained on-site. Access from one section of the parking lot to another section of the parking shall be entirely on-site.
 4. When dead-end parking bays are included, adequate and safe areas shall be provided for backing and turning around.
 5. Driveways and access aisles shall be interconnected with all existing driveways and access aisles on abutting commercial properties. Where the abutting commercial property is not developed, driveways and access aisles shall be extended to the common property line, so that future interconnection is possible. Each party to the interconnection shall be entitled to a ten (10) percent reduction in the parking requirement. A cross-access easement agreement shall be provided and determined to be acceptable to the City. Upon approval, the easement agreement shall be recorded.
 6. A parking lot shall be designed to prevent backing onto a public right-of-way, other than an alley.
 7. Access to each parking space shall be directly from an access aisle or driveway; all required parking spaces shall be designed to permit entry and exit without moving any other vehicle. No spaces shall be located directly in aisles or driveways.
 8. All parking and loading spaces shall be striped or otherwise marked to indicate their location and area.
 9. No parking space shall block emergency access.
 10. Fire lanes shall be posted with appropriate signage, approved by the fire marshal.
 11. All parking spaces shall be delineated by striping or similar method.

B. Parking lot design

1. The design and construction of a parking lot shall comply with the standards set forth in the Crestview Engineering Standards Manual.
2. The dimensions of parking spaces and access aisles shall comply with the standards set forth in the Crestview Engineering Standards Manual.
3. Required design standards for required bicycle parking spaces and facilities are set forth in the Crestview Engineering Standards Manual.

8.06.04 - Standards for Loading Spaces

A. The required number of off-street loading spaces is shown in Table 8.06.04. The design and construction of off-street loading spaces shall comply with the standards set forth in the Crestview Engineering Standards Manual.

B. Loading spaces are not required for a single-family dwelling that is redeveloped for commercial use when:

1. The character of the single-family dwelling is preserved.
2. There are 10 or less required parking spaces.

Table 8.06.04 - Off-Street Loading Space Requirements

Use	Required spaces (minimum)
Multifamily residential: over 20 units	1
Offices: up to 75,000 s.f.	1
Offices: each additional 25,000 s.f. over 75,000 s.f.	1
Theaters, auditoriums, stadiums, places of general assembly: up to 20,000 s.f.	1
Theaters, auditoriums, stadiums, places of general assembly: each additional 100,000 s.f. over 20,000 s.f.	1
Commercial uses: up to 30,000 s.f.	1
Commercial uses: each additional 20,000 s.f. over 30,000 s.f.	1
Industrial uses: per 10,000 s.f.	1
Schools, libraries, hospitals, nursing homes: per 100,000 s.f.	1

8.06.05 - Standards for Parking Off the Development Site

Developments may count parking spaces located off the development site in the following circumstances:

- A. The development parcel is in the Downtown Overlay District or On-Street Parking Area:
1. On-street parking is available within 300 feet of the principal entrance of the building(s) to be served by parking. Distance shall be measured along the most direct walking route from the entrance to the parking area;
 2. An available municipal parking lot is located within 400 feet of the principle entrance of the building(s) to be served by parking. Distance shall be measured along the most direct walking route from the building entrance to the nearest entrance to the municipal parking lot. A municipal parking lot is available when it provides parking to the general area and is not intended to provide off-street parking to support a public or civic structure or use;
 3. A private off-site parking lot is available within 400 feet of the principal entrance of the building(s) to be served by parking. The parcel containing the private off-site parking lot shall be located on land zoned C-1 or MU. The off-site parking lot shall be provided by the owner of the development parcel to exclusively serve the development parcel. Or

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4. A private off-site parking lot is available within 400 feet of the principle entrance of the building(s) to be served by parking. The parcel containing the private off-site parking lot shall be located on land zoned C-1 or MU. The owner of the development parcel and owner of the parking lot shall enter into an agreement guaranteeing the availability of the parking spaces to be counted to meet parking needs of the development parcel. The agreement shall be a recordable instrument in a form acceptable to the City Attorney. The City shall be a party to the agreement and shall retain enforcement authority. The agreement shall contain covenants running with the lands of both the development parcel and the parcel containing the parking lot.

8.06.06 - Parking Studies

- A. The required number of parking spaces may be reduced based on the results of a parking study prepared in compliance with the standards of this section. The parking study shall be prepared by a traffic engineer, certified transportation planner, or other professional with expertise in parking.
- B. Parking spaces may be shared by two (2) or more adjacent uses when a parking study prepared in compliance with the standards of this section demonstrates that adequate parking will be available to meet all parking needs.
- C. The Planning Administrator may require a parking study when the characteristics of the proposed development is believed to require a greater or lesser number of parking and/or loading spaces than established by the standards of this section to demonstrate the amount of parking required.
- D. A parking study shall include estimates of the parking requirements based on one (1) of the following sources:
 1. Urban Land Institute;
 2. Institute of Traffic Engineers;
 3. American Planning Association;
 4. Traffic Institute; or
 5. A study of parking requirements prepared by a Traffic Engineer based on data collected demonstrating the actual parking needs of comparable uses. Uses shall be considered comparable based on type of use, density, or intensity of development, scale, bulk, and location. The study shall clearly document the location of parking counts, and the time of the counts (weekdays, weekends, peak use periods, and season).
- E. The parking study shall also include an analysis of the extent to which a transportation system management program and use of alternative forms of transportation lessen the parking requirement. The following factors shall be considered:
 1. Public transportation satisfies transportation demands for a portion of the users of the facility that corresponds to the amount of proposed parking reduction.
 2. The availability and estimated use of private and public ride sharing, such as carpools and van pools.
 3. The availability of subscription bus service.
 4. Parking charges.
 5. The guaranteed provision of annual employee or customer bus passes by the development occupying the development site.
 6. The implementation of guaranteed flexible work hour scheduling.
 7. The establishment of a transportation coordinator position to implement a carpool, van pool or other transit programs.
 8. The reduction in parking spaces corresponds to the percentage of residents, employees, and customers who regularly walk, use bicycles and other non-motorized forms of transportation, or use mass transportation to travel to the facility. Documentation of the source of this data shall be provided.
- F. The parking study may demonstrate a deferral of the provision of otherwise required parking spaces provided that the following standards are met:
 1. A parking plan is provided to demonstrate that sufficient space is available to meet the parking requirements set forth in Section 8.06.02.
 2. A parking plan is provided that illustrates the layout for the required number of spaces, designating the spaces to be deferred.
 3. Spaces proposed for deferral shall not be used for required landscaping, required buffers, required setbacks, or stormwater management.

4. A parking plan shall demonstrate full compliance with all design requirements of this LDC, except for the design and construction of deferred spaces.
5. The parking plan shall include a written agreement, in the form of a recordable instrument approved by the City Attorney, guaranteeing conversion of the deferred spaces to paved spaces in full compliance with the standards of this LDC, based upon the City's determination that the deferred spaces are necessary for the safety and welfare of the public. The City shall be a party to the agreement. The agreement shall include a requirement that the property owner shall be responsible for any expenses of a traffic and/or parking study to address the need for the deferred spaces.
6. The property owner may at any time request approval of a revised development plan to allow converting the deferred spaces to operable parking spaces.
- G. A parking study to support shared parking requirements shall meet the following standards:
 1. The parking spaces for joint use shall be located within 300 feet of the respective uses they are intended to serve.
 2. The study shall include sufficient data to demonstrate that the hours of maximum demand for parking at the respective uses do not normally overlap.
 3. The study shall contain sufficient information to demonstrate that the joint use of parking and subsequent reduction in the total number of otherwise required parking spaces will not have a negative impact on adjacent properties.
 4. The owner of parcels proposing to share parking shall enter into an agreement guaranteeing the joint access and use of the parking spaces to meet parking needs of all properties represented in the agreement. The agreement shall be a recordable instrument in a form acceptable to the City Attorney. The City shall be a party to the agreement and shall retain enforcement authority. The agreement shall contain covenants running with the lands of all parcels relying on the shared parking arrangement. The agreement shall include provisions for maintenance of the shared parking facility. The agreement shall also include provisions that address discontinuance of one (1) or more uses and a change in one (1) or more uses resulting in an increased parking need. The agreement shall contain covenants running with the lands of all development parcels relying on the shared parking arrangement.

8.06.07 - Standards for Stacking Lanes and Drive-Through Facility Lanes

- A. Stacking Space Requirements. All facilities providing drive-up or drive-through service shall provide on-site stacking lanes in accordance with the following standards:
 1. The amount of stacking space required is set forth in Table 8.06.07. Where a use that is not listed in this table is proposed to include drive-up or drive-through service, the Planning Administrator shall determine the stacking requirement. Determination shall be based on the requirements for a substantially comparable use, considering traffic generation, intensity of development, scale of development, and hours of operation.

Table 8.06.07 - Required Stacking Spaces

Use	Required spaces (Minimum)
Automobile repair facility	2 vehicles per service bay
Drug store or pharmacy	4 vehicles per lane
Financial institution	4 vehicles for the first lane and 2 vehicles per lane for each additional lane
Food or beverage center	4 vehicles per lane
Fast food restaurant	6 vehicles per lane

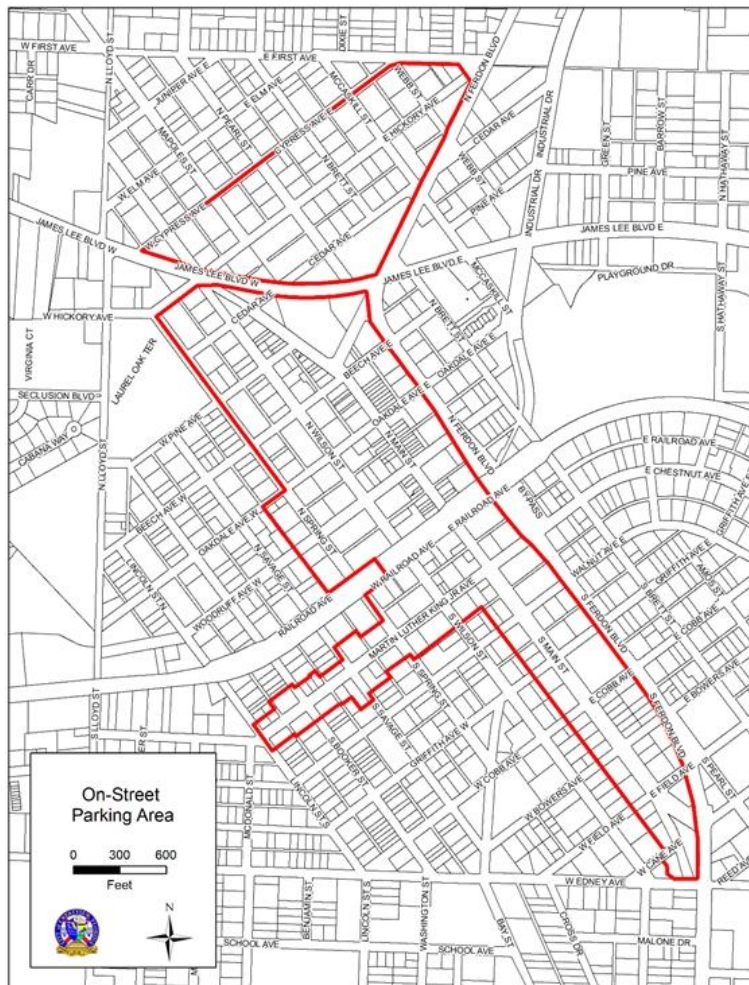
- B. Design Requirements for Stacking Lanes
 1. Stacking lane distance shall be measured from the service window to the property line bordering the furthest street providing access to the facility. Stacking distance shall be computed at eighteen (18) feet per vehicle.

2. The facilities and stacking lanes shall be located and designed to minimize turning movements in relation to the driveway access to streets and intersections.
3. On-site parking lots, pedestrian areas and drive-through lanes shall be designed to avoid pedestrians crossing drive-through lanes.
4. Vehicular traffic from stacking lanes shall not encroach on the public right-of-way.
5. A separate bypass lane around the drive-through facility shall be provided.
6. Stacking lanes shall not be located within a designated delivery area or area designed for loading spaces.

8.06.08 - On-Street Parking Area

- A. Projects within the On-Street Parking Area are allowed to include any on street parking on an abutting right-of-way toward their parking requirement.
- B. In this area, on street parking can also be proposed as part of a development order or administrative permit, counting toward a property's parking requirement.
- C. In this area, all rights-of-way are included for allowing on-street parking with the exception of the Highway 85 and Highway 90 rights-of-way.
- D. See Figure 8.06.08 for the On-Street Parking Area Boundary.

Figure 8.06.08 - On-Street Parking Area



CHAPTER 9 VARIATIONS FROM STANDARDS IN THE LDC

9.00.00 - GENERALLY

The purpose of this chapter is to provide mechanisms for obtaining relief from the provisions of this LDC where hardship would otherwise occur. There are several ways that potential relief from hardship is addressed: potential relief through requirements regarding the use of and changes to nonconforming development; potential relief through the grant of a variance from the site development standards of this LDC; potential relief when an administrative decision is appealed; and potential relief when an administrative waiver is granted to modify certain site development standards of this LDC.

9.00.01 - Waiver of Standards Pertaining to Metal Buildings

The Community Development Services Director may approve a waiver of standards pertaining to metal building, provided the following standards are met.

- A. The proposed metal building shall be consistent with the character of the neighborhood within 500 feet of the site of the metal building.
- B. The metal building shall be designed to ensure compatibility with development in the zoning district in which it is proposed.
- C. The metal building and the site on which it is proposed are designed to minimize potential detrimental impacts on properties within 500 feet of the development site. The determination that potential detrimental impacts are minimized shall be based on the following:
 - 1. Proposed architectural design of the metal building;
 - 2. Proposed placement of the metal building on the site and the relationship to open space on the site;
 - 3. Proposed fencing and screening; and
 - 4. Proposed landscaping.

9.01.00 - NONCONFORMING SITUATIONS

9.01.01 - Generally

- A. Purpose. It is the purpose of this section to address the continuation and potential modification of uses, structures, lots, and site features that meet the following conditions:
 - 1. A use, structure, lot, or site feature that was lawfully established and in compliance with regulations applicable to the use, structure, lot, or site feature at the time of establishment of such use, structure, lot, or site feature; and
 - 2. Such use, structure, lot, or site feature does not comply with the regulations set forth in this LDC.
 - a. This situation is called a nonconformity.
- B. It is the intent of the City to:
 - 1. Establish two (2) types of nonconformities: benign and detrimental;
 - 2. Allow continuation of nonconformities until such nonconformities are abandoned;
 - 3. Allow change of use of specified nonconformities;
 - 4. Allow modifications to specified nonconformities; and
 - 5. Eliminate or reduce detrimental nonconformities.
- C. It is further the intent of the City that the casual, intermittent, temporary, or illegal use of land, water, buildings, structures, characteristics of use, or any such use in combination shall not be sufficient to establish the existence of a nonconforming use to create rights in the continuance of such use.
- D. Maintenance. Normal and customary maintenance or repair of nonconforming lots, sites, and structures shall be allowed, provided that such maintenance or repair does not otherwise increase the extent of the nonconformity. Maintenance or repair shall be performed only to ensure safety and to prevent a nuisance.
- E. Relocation of nonconforming buildings or structures. A nonconforming structure shall not be moved, in whole or in part, to another location within the City, unless the lot, site, and resulting structure placement conforms in all respects to the standards and requirements of this LDC.

9.01.02 - Types of Nonconformities

- A. Benign nonconformities.
 - 1. A benign nonconformity exists when the degree of nonconformity does not result in a harmful or unsafe condition; a negative impact on public safety or health is not expected to occur due to the continuation or modification of a benign nonconformity. All conforming structures as of January 1, 2020 will be considered benign nonconformities.
 - 2. Only the following situations shall be considered benign nonconformities:
 - a. An encroachment into a required setback of less than ten (10) percent.
 - b. A lot area which is less than the minimum required by not more than ten (10) percent.
 - c. A lot width which is less than the minimum required by not more than ten (10) percent.
 - d. A building feature which is more than the maximum allowed by not more than ten (10) percent.

- e. A front yard setback that fails to comply with the standards in this LDC due to road widening.
 - f. Provision of off-street parking that contains up to ten (10) percent fewer spaces than required by this LDC or through a parking study.
 - g. Impervious surface coverage in excess of maximum allowed.
- B. Detrimental nonconformities.
- 1. Any use of land or structure that does not comply with the uses permissible in the applicable zoning district, as set forth in 4.06.00, shall be considered to be a detrimental nonconformity.
 - 2. Any nonconformity of a structure or site that is not identified as a benign nonconformity in Section 9.01.02.A shall be considered to be a detrimental nonconformity.

9.01.03 - Continuation of Nonconformities

- A. A benign or detrimental nonconformity shall be allowed to continue except as follows:
- 1. The nonconformity is declared to be unsafe or unlawful.
 - 2. The nonconformity is declared to be a public nuisance.
- B. A detrimental nonconformity which is discontinued for a period of 180 consecutive days shall be considered abandoned.
- 1. Such nonconformity shall not thereafter be reinstated.
 - 2. Any subsequent occupancy of such nonconformity shall be permissible only when such nonconformity has been brought into compliance with the requirements of this LDC.
 - 3. The removal of buildings, structures, equipment, or other aspects of such nonconforming use; the absence of a water utility service deposit or account; or the absence of a current business tax receipt shall be deemed to be prima facie evidence of the discontinuance of a nonconformity.
 - 4. If the reason for discontinuance is the documented action by a non-City governmental agency, the time of delay caused by the governmental agency shall not be calculated as part of the period of discontinuance.
- C. A benign nonconformity may be discontinued for any period of time and shall not be considered abandoned.

9.01.04 - Change of Use

- A. All rights and obligations associated with a nonconformity shall run with the ownership of the land or water, are not personal to the present owner or tenant of the nonconforming use of land or water and are not affected by a change in ownership or tenancy, except if abandoned.
- B. Benign nonconformities. A land use carried out in or on a lot, site, or structure that has been identified as a benign nonconformity may be changed to any use permissible in the zoning district in which it is located, subject to the requirements set forth in 4.06.00. The nonconformities are not required to be modified for compliance with the standards of this LDC.
- C. Detrimental nonconformities. The use of a lot, site, or structure identified as a detrimental nonconformity may be changed, provided the following standards are met:
- 1. The new use is less intense than the existing use. Intensity shall be determined by impervious surface coverage and either density for residential uses or the floor area ratio for nonresidential uses; or
 - 2. The new use complies with the requirements of this LDC.

9.01.05 - Damage and Restoration of Nonconforming Buildings or Structures

- A. In the event that any nonconforming building or structure is damaged by any means, including fire, flood, wind, explosion, or other act of God, or act of the public enemy, to an extent of less than fifty (50) percent of the total assessed value of the building or structure, such building or structure shall be permitted to be replaced, restored, or reconstructed according to the development standards in effect at the time of original construction. The assessed value shall be determined by an independent appraisal establishing value on the date of the damage event. Where an independent appraisal is not provided, the assessed value shall be the most recent taxable value shown for the structure as determined by the Okaloosa County Property Appraiser on January 1 of the year in which the damage occurred.
- B. Replacement, restoration, and reconstruction shall be permissible only in compliance with building, plumbing, electrical, gas, mechanical, fire, and other construction and life safety regulations in effect at the time of application for a local building permit to allow such replacement, restoration, or reconstruction.
- C. Permits for replacement, restoration, or reconstruction shall not be issued after twenty-four (24) months have elapsed since the damage event.

9.01.06 - Expansion or Modification of Benign Nonconformities

- A. A structure which is a benign nonconformity may be modified or expanded, subject to the following standards:
 - 1. Any addition or expansion of the structure shall comply with the standards applicable to the zoning district as set forth in this LDC;
 - 2. Any addition or expansion of the structure shall not increase the extent of the nonconformity; and
 - 3. Any addition or expansion of a structure shall comply with all local building permit requirements as set forth in Chapters 6 and 7.
- B. A lot or site which is a benign nonconformity may be modified, subject to the following standards:
 - 1. Any additional structures or site features shall comply with the standards set forth in this LDC;
 - 2. The addition of structures or site features shall not increase the extent of the nonconformity; and
 - 3. The addition of structures or site features shall comply with all local development permit requirements as set forth in Chapters 6 and 7.

9.01.07 - Expansion or Modification of Detrimental Nonconformities

- A. A structure which is a detrimental nonconformity shall not be expanded.
- B. A structure, which is a detrimental nonconformity may be modified, subject to the following standards:
 - 1. The proposed modification of the structure shall be reviewed by the Building Official.
 - 2. Any modification of the structure shall not increase the extent of the nonconformity;
 - 3. Any modification of the structure shall comply with the standards set forth in this LDC;
 - 4. A modification shall not be permissible when off-street parking and loading required for the modification cannot be provided;
 - 5. When a modification is to allow or accommodate a change of use, the use shall be in compliance with the use requirements of the zoning district as set forth in Chapter 4;
 - 6. The modification of the structure shall maintain or improve compatibility of the structure with the neighborhood in which it is located; and
 - 7. Approval of modifications to nonconforming structures shall be conditioned upon the addition or improvement of access, driveways, sidewalks, drainage, and landscaping, in compliance with the requirements of this LDC.
- C. A lot or site which is a detrimental nonconformity may be modified, subject to the following standards:
 - 1. The proposed modification of the lot or site shall be reviewed by the Community Development Services Director.
 - 2. Additional or modified structures or other site features shall be permissible only where such additions or modifications improve the degree of conformity or provide for the public safety;
 - 3. The addition or modification of structures or other site features shall not increase the extent of the nonconformity;
 - 4. The addition or modification of structures or other site features shall maintain or improve compatibility of the site with the neighborhood in which it is located;

5. As a condition of approval of applications to add or modify structures or other site features, the applicant may be required to demonstrate that the site is designed in compliance with the requirements of this LDC with regard to access, sidewalks, drainage, and landscaping.

9.01.08 - Specific Requirements for Lots of Record

When an individual lot or parcel has an area smaller than the requirements of the zoning district in which it is located, but was a lot or parcel of record on January 1, 2021, the permitted uses of the zoning district shall be allowed on such lot or parcel, provided all requirements, other than minimum lot area, depth, or width, are maintained. For residentially zoned lots of record, the minimum side yard setback requirement on such lots or parcels can be modified but shall be not less than ten (10) percent of the lot width and, regardless of lot width, shall not be less than five (5) feet.

9.02.00 - VARIANCES

9.02.01 - Generally

- A. Purpose. The purpose of a variance is to provide a means to grant permission to depart from the standards of the zoning district where unique characteristics of a parcel together with the imposition of the specific regulations of the zoning district result in a hardship.
- B. Variances granted prior to adoption of this LDC.
 1. Any variance granted before the date of adoption of this LDC shall remain in full force and effect, including any conditions of that variance, except as set forth in Section 9.02.01.B(2) and (3).
 2. Property for which a variance was granted prior to the adoption of this LDC may be developed in accordance with the plans previously approved. Where construction or development does not commence prior to the expiration of the variance, the variance shall have no further force and effect and the provisions of this LDC shall apply to development and use of the property.
 3. Where a variance does not contain an expiration date, and a building permit application has not been submitted for the development for which the variance was granted, such variance shall expire twelve (12) months after the effective date of the order granting the variance. Upon expiration, the variance shall have no further force and effect and the provisions of this LDC shall apply to development and use of the property.

9.02.02 - Required Findings for a Grant of Variance

- A. In order for an application for a variance to be approved or approved with conditions, the Planning and Development Board (PDB) shall make a positive finding, based on the evidence submitted, for each of the following provisions:
 1. The need for the proposed variance is due to the unusual or unique physical shape, configuration, or other physical condition of the development site. These special conditions are not generally applicable to other lands, structures, or buildings in the same zoning district;
 2. The literal interpretation and application of the provisions of this LDC would deprive the property owner of property rights commonly enjoyed by other properties in the same zoning district, resulting in an undue hardship;
 3. The special conditions are not the result of actions of the property owner and are not based solely on a desire to reduce development costs;
 4. Approval of the proposed variance shall not provide to the property any special privilege that is denied to other development sites within the same zoning district;
 5. The proposed variance is the minimum variance that results in reasonable use of the land, building, or structure;
 6. Approval of the proposed variance shall ensure compatibility of the resulting development with the uses of land and character of the adjacent and surrounding neighborhood;
 7. The proposed variance is consistent with the intents and purposes of the requirements of this LDC;
 8. The proposed variance is consistent with the provisions of the Comprehensive Plan; and
 9. The proposed variance is not detrimental to the health, safety, or general welfare of the public.

- B. The PDB shall not consider a nonconforming use of neighboring lands, structures, or buildings in the same zoning district, or a permitted use of lands, structures, or buildings in other zoning districts, when determining whether to grant an application for a variance.

9.02.03 - Procedures for Variances

- A. Any person requesting a variance from the provisions of this LDC shall submit an application to the City on forms provided by the City.
 - 1. The application shall include the information required for all applications as set forth in Section 3.00.00.
 - 2. The application shall include a detailed explanation regarding how the proposed variance complies with each of the requirements of Section 9.02.02.
 - 3. An application for a variance for development subject to review of a site development plan shall be processed prior to completion of the site plan review process.
 - 4. The appropriate fee as established by the City shall accompany the application. No portion of the fee shall be refunded whether the application is withdrawn by the applicant or is denied by the City.
- B. The applicant for a variance has the burden of proof of demonstrating that the application for a variance complies with each of the requirements of Section 9.02.02.
- C. The application shall be reviewed by the Planning Administrator for compliance with the required findings set forth in Section 9.02.02. A report shall be prepared and provided to the PDB at least seven (7) business days prior to the scheduled hearing date.
- D. The PDB shall conduct a quasi-judicial hearing according to the procedures set forth in Section 3.02.02.
- E. Notice of the hearing shall be provided as set forth in Section 3.02.01.
- F. The PDB shall approve, approve with conditions, or deny the application for a variance, based upon findings for each of the provisions set forth in Section 9.02.02. The decision of the PDB shall be reduced to a written order, which shall be issued to the applicant and filed with the Okaloosa County Clerk of Court. An order approving or approving with conditions shall expire within one (1) year of the date of such order, unless development subject to the variance is completed. The order may be extended once by the PDB for good cause for a period not to exceed one (1) year.
- G. Limitations on the grant of a variance.
 - 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
 - 2. A variance shall not be granted which authorizes any use or standard that is expressly prohibited by this LDC.

9.02.04 - Appeal of Planning and Development Board Decisions

The decision of the PDB shall be final, and there shall be no further review thereof except by resort to a court of competent jurisdiction.

9.02.05 - Specific Requirements for Variances Regarding Historic Buildings

Variances may be issued for the reconstruction, rehabilitation, or restoration of buildings listed on the National Register of Historic Places or the Florida Master Site File. Such variance shall comply with the standards set forth in Sections 9.02.01, through 9.02.03, except where compliance would result in the structure losing its historical designation.

9.03.00 - APPEALS OF ADMINISTRATIVE DECISIONS

9.03.01 - Applicability

Administrative decisions include decisions by the Community Development Services Director and staff members pertaining to the following matters: zoning determinations, certificates of concurrency, minor plats, administrative waivers, change of use, interpretation of permissible uses within zoning districts, and expedited development orders. A person adversely affected by an administrative decision may appeal such decision to the PDB.

9.03.02 - Notice of Intent to File an Appeal of an Administrative Decision

- A. Prior to filing an application for an appeal of an administrative decision, an affected party shall file a Notice of Intent to Appeal within five (5) business days following the administrative decision, determination, or action to be appealed. The City shall provide a form for filing a Notice of Intent to Appeal. No fee shall be required.
- B. When a Notice of Intent to Appeal is filed, all work that is the subject of the appeal on a site shall be stayed for ten (10) business days.

9.03.03 - Filing an Appeal of an Administrative Decision

- A. Within ten (10) business days following filing of a Notice of Intent to Appeal, the affected party filing the Notice of Intent may file an application to appeal an administrative decision.
- B. The application shall include a detailed explanation regarding how the applicant is adversely affected by the administrative decision. Where the administrative decision was based on technical standards, the applicant shall provide detailed data and analysis regarding alleged errors in the application of the technical standards.
- C. The appropriate fee as established by the City shall accompany the application. The application shall not be accepted without the filing fee. No portion of the fee shall be refunded.
- D. Upon receipt of an application to appeal an administrative decision, the Planning Administrator shall schedule the appeal to be heard by the PDB.
- E. The administrative decision subject to the Notice of Intent shall become final and effective if an application to appeal is not timely filed.

9.03.04 - Stay of Work

Filing an appeal of an administrative decision stays all work on the premises and all proceedings in furtherance of the action appealed that is subject to the appeal. When the Planning Administrator determines that a stay would cause imminent peril to life or property, the Planning Administrator shall notify the PDB of the determination. Only the work necessary to avoid imminent peril to life or property shall be permissible; all other work shall be stayed.

9.03.05 - Procedures for Consideration of an Appeal of an Administrative Decision

- A. The consideration of an appeal by the PDB of an administrative decision shall be a de novo quasi-judicial hearing.
- B. The Planning Administrator shall prepare a report following the procedure for preparation of a compliance report set forth in Chapter 3.
- C. Notice of the hearing shall be provided as set forth in Section 3.02.01.
- D. The applicant has the burden of proof to demonstrate that the administrative decision was in error.
- E. The PDB shall determine whether the provisions of this LDC have been properly applied and shall take action as follows:
 - 1. Affirm the administrative decision that is the subject of the appeal;
 - 2. Reverse, wholly or in part, the administrative decision that is the subject of the appeal; or
 - 3. Modify the administrative decision that is the subject of the appeal.
- F. The PDB shall issue a written order containing findings of facts and conclusions of law.

9.03.06 - Appeal of Planning and Development Board Decisions

The decision of the PDB shall be final, and there shall be no further review thereof except by resort to a court of competent jurisdiction.



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/3/2022
SUBJECT: Ordinance 1892 - Chapter 2, Article III - Nuisance Abatement and Planning Board Revisions Amendment

BACKGROUND:

Previously, the City handled nuisance abatement through the Drug Nuisance Abatement board, established in Chapter 2, Article III of the City Code. Originally, this board was filled by members of the Code Enforcement Board. Since we no longer have a code enforcement board, but a magistrate, there is no way for the City to employ the drug nuisance abatement board.

DISCUSSION:

In this ordinance, four things are being modified. First, the Planning Board section is being revised to match the content in the revised Land Development Code. When the code was originally adopted, Chapter 2 of the Code of Ordinances was never amended to reflect the changes. Second, the Technical Advisory Board is being removed as it is no longer utilized within the land development code or other city function. Third, and as previously discussed, the Drug Nuisance Abatement board is being amended to be the Nuisance Abatement Board (as state statute outlines a number of nuisances unrelated to drugs) and is amending the board to be composed of members of the Planning and Development Board, as we previously discussed. Last, the City Manager has worked with the City Council to remove the historic preservation board as an official city board, to allow it to function as an independent non-profit. As a result, this ordinance also provides for the removal of that board from the code as well.

GOALS & OBJECTIVES

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

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

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

This item will not result in any direct financial impact.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1892 to second reading for adoption.

Attachments

1. Attachment 1

ORDINANCE: 1892

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING CHAPTER 2, ARTICLE III – BOARDS, COMMITTEES AND COMMISSIONS - OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FILING OF THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City determined that it is necessary to amend Chapter 2, Article III – Boards, Committees and Commissions, to provide for consistency with the Land Development Code and to improve the organizational efficiency, accountability, and autonomy regarding historic preservation; and

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

WHEREAS, the City has thereby determined that it is also necessary to amend Chapter 2, Article III, Division 6. – Drug Nuisance Abatement Board, to further the promotion and projection of the public welfare, and safety of its citizens and inhabitants.

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

CHAPTER 2, ARTICLE III – BOARDS, COMMITTEES AND COMMISSIONS is hereby amended as attached to this ordinance (Attachment 1).

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

SECTION 2 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

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

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

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

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

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

Approved by me this _____ day of _____, 2022.

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk

ARTICLE III. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 1. GENERALLY

Secs. 2-51—2-60. Reserved.

DIVISION 2. PLANNING AND DEVELOPMENT BOARD

Sec. 2-61. Created.

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

Pursuant to and in accordance with F.S. § 163.3174 and the Local Government Comprehensive Planning and Land Development Regulation Act, as amended, the City Council finds that land use planning and a continuity of growth management within the City benefits the public's health, safety, and welfare.

The City Council further finds that this public purpose can best be achieved by establishing the Planning and Development Board, which is established and designated as the Local Planning Agency (LPA) for the City of Crestview.

Sec. 2-62. ~~Membership; term; vacancy; removal; compensation; ex officio members. Powers and Duties.~~

~~(a) The planning board shall consist of seven members, who shall be residents of the city, and appointed by the council.~~

~~(b) The terms of the members of the planning board shall be for four years, except that in the appointment of the first planning board under the terms of this article the first member shall be appointed for a term of one year, the second member shall be appointed for a term of two years, the third member shall be appointed for a term of three years, and the remaining members shall be appointed for terms of four years, each with eligibility for reappointment.~~

~~(c) Any vacancy in the membership of the planning board shall be filled for the unexpired term by the council, who shall have the authority to remove any member for cause, upon written charges, after a public hearing.~~

~~(d) All members of the planning board shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.~~

~~(e) The mayor and administrative assistant shall be ex officio members of the planning board and shall receive no compensation for their work on the planning board other than the fixed salary of their office.~~

(a) Pursuant to and in accordance with F.S. § 163.3174 of the Local Government Comprehensive Planning and Land Development Regulation Act, the City Council finds that there is a public purpose in coordinating the planning of the City with the Okaloosa County School Board.

(b) The Planning and Development Board/Local Planning Agency (hereinafter Board or PDB) shall have the authority and responsibility to review land use in the City and evaluate planning and regulatory methods and systems for resolving physical, economic, social, environmental and fiscal issues. The City Council directs the Board to carry out functions and powers identified in the City of Crestview Land Development Code (hereinafter LDC).

(1) The Board shall use the power and authority conferred upon it by the LDC to further its stated public purposes.

(c) The Board shall receive and hear appeals in cases involving the LDC.

- (d) The Board shall receive and hear applications for special exceptions/uses and variances to the terms of the LDC, and grant relief where authorized under the LDC. The Board shall also hear, determine, and decide appeals, reviewable interpretations, applications or determinations made by an administrative official in the enforcement of the LDC.
- (e) The Board shall have any other powers or duties delegated by the City Council.

Sec. 2-63. Quorum Membership, Vacancy, Compensation.

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

- (a) Membership. The Board shall consist of five core members. All members shall be residents of the City and will be appointed by a majority vote of the City Council. The term of office for each member shall be three years, or until a successor is appointed. Terms of office shall commence on the first day of March of the year in which appointed.
- (b) Ex Officio Members. In addition to the five members, there may be two ex officio members. One may be selected by the Okaloosa County School Board and one may be selected by the Commander at Eglin Air Force Base. Each ex officio member may participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. The ex officio member may not vote. Each ex officio member may serve at the sole discretion of their represented agency.
- (c) Alternate Members. In addition to the five members, two alternate members may be appointed by a majority vote of the City Council to serve as alternates for the term of one year, or until a successor is appointed. Alternate members shall be residents of the City. Alternate members shall substitute for absent members on a rotating basis. When substituting for an absent member, an alternate member may vote and participate in all discussions of the Board in the same manner and to the same extent as the other members of the Board. Board members and alternate members shall be subject to any forfeiture of office provisions of the Crestview Code of Ordinances. Whenever a vacancy occurs on the Board, the City Council shall fill the vacancy for the remainder of the term as soon as practicable after the vacancy occurs.
- (d) Vacancies. If a vacancy occurs on the Board as the result of a resignation, death, or removal of a member, the senior alternate member shall temporarily fill such vacancy without action by the City Council, until the City Council appoints a successor regular member. In the event both alternates have served for the same continuous period of time then the alternate who is next scheduled to substitute for an absent regular member according to the rotation schedule shall temporarily fill the vacancy until the City Council appoints a successor. In the event that the alternate member dies, resigns, is removed, or becomes a member, the City Council shall promptly appoint a qualified person to the unexpired term of the alternate.
- (1) In the event a vacancy occurs on the Board; an alternate member may apply to be a regular member in the same manner as other applicants. In the event an alternate member is appointed as a regular member, then such appointment shall simultaneously terminate such person's position as an alternate member. In that event, the City Council may then appoint another person to fill the resulting alternate member vacancy.
- (e) Attendance. In the event any member should miss three meetings in a 12-month period without justification, they shall be considered as resigned from the board. In that event, the City Council may then appoint another person to fill the resulting vacancy.
- (1) Alternate members may be allowed to miss up to five meetings in a 12-month period without justification.
- (2) In the event of an absence of any member, the Chairman of the Board shall determine if Staff had any contact with the absent member providing the reason for the said absence. With that information the Chairman shall ask for a motion and to excuse or not excuse the absence.

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(f) Compensation. Members of the Board shall receive no salary for their services but may receive such travel and other expenses while on official business for the City as are made available by the City Council for these purposes.

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Sec. 2-64. ~~Organization, rules, staff and finances.~~ Meetings, Quorum, Required Vote.

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

(a) Meetings. The Board shall schedule and hold at least one public hearing each month unless there is no business to transact. The Board shall also meet at the call of the chairperson and other times as may be determined by a majority of the Board.

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(b) Quorum

- (1) Three voting members of the Board shall constitute a quorum for the transaction of business. A smaller number may act only to adjourn meetings for lack of a quorum.
- (2) The affirmative vote of a simple majority of the quorum shall be required to pass any action of the Board.
- (3) A member who is present shall vote unless disqualified.

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(c) Officers. The Board shall annually elect a chairperson and a vice-chairperson from among its members. All officers shall be elected for one-year terms and shall be eligible for re-election.

Sec. 2-65. ~~Powers and duties.~~ Staff, Attorney.

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

- (a) Staff. Community Development Services shall provide staff support as necessary to the planning functions of the Board, provide secretarial support for the Board in the execution of its duties, and record and transcribe in summary form, the minutes of all Board meetings.
- (b) Staff shall keep minutes of all meetings and records of all transactions and deliberations. Such minutes and records shall be filed in the appropriate offices of the City and shall be public records.
- (c) Attorney. The City Attorney shall serve as legal counsel to the Board.

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

- (a) ~~The planning board as established by this division is designated as the local planning agency in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act.~~
- (b) ~~Membership of the local planning agency shall be as presently constituted and changed from time to time in accordance with the usual method of selecting a planning board.~~
- (c) ~~Duties of the planning board (referred to in this section as the local planning agency) shall include but are not limited to the following functions:~~
 - (1) ~~The local planning agency shall prepare the comprehensive plan as required by state law.~~
 - (2) ~~The local planning agency shall recommend to the council adoption of the comprehensive plan or any element or portion thereof.~~
 - (3) ~~The local planning agency shall hold public hearings on the comprehensive plan after due public notice.~~
- (a) ~~The Board shall adopt its own rules of procedure as deemed necessary; provided such rules shall not be contrary to the spirit and intent of the Land Development Code, to the policies of the City, or to the requirements of the State.~~
- (b) ~~All meetings of the Board shall be open to the public.~~
- (c) ~~The Board shall set up rules of procedure to monitor and oversee the effectiveness and status of the Comprehensive Plan in order to make any recommendations to the City Council for revisions to the Comprehensive Plan, consistent with the intent and purpose of the Land Development Code.~~

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

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

Sec. 2-68. ~~Zoning board.~~

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

Sec. 2-69. ~~Subdivision of land.~~

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

Secs. 2-~~67-70~~—2-80. Reserved.

**DIVISION 3. TECHNICAL
ADVISORY BOARD**

~~Sec. 2-81. Created.~~

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

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

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

~~Sec. 2-83. Duties.~~

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

- ~~(1) Provide technical assistance to the local planning agency in the preparation of the comprehensive plan or elements thereof.~~
- ~~(2) Provide technical assistance to the agency, committee, department or person designated to prepare the comprehensive plan or elements thereof.~~
- ~~(3) Recommend to the local planning agency the adoption of the comprehensive plan or elements thereof. All such recommendations shall also be forwarded to the council.~~

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

~~Secs. 2-84 – 2-95. Reserved.~~

Secs. 2-81 – 2-95. Reserved.

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DIVISION 4. COMMUNITY REDEVELOPMENT AGENCY

Sec. 2-96. Authority.

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

Sec. 2-97. Created.

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

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

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

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

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

Sec. 2-100. Powers.

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

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

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

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

The funds to be allocated to and deposited into the fund are hereby appropriated to the community redevelopment agency, hereafter referred to as the "agency," to finance community redevelopment projects within the city as authorized by general law and pursuant to a redevelopment plan approved and amended by

resolution of the city council. The agency shall utilize the funds and revenues paid into and earned by the fund for all and every community redevelopment purpose delegated to it as contained in the plan or amendment thereto for redevelopment as provided by general law. Said funding accounts will be initiated by the city clerk but will be fully administered and managed by the agency's community redevelopment director in accordance with general law, the Community Redevelopment Act (F.S. § 163.330 et seq.) and this division, as any of those are amended from time to time.

Sec. 2-103. Payments into fund.

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

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

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

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

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

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

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

All taxing authorities as defined by general law, shall:

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

- (2) Any taxing authority which does not pay the increment to the trust fund by January 1 shall pay to the trust fund an amount equal to five percent of the amount of the increment and shall pay interest on the amount of the increment equal to one percent for each month the increment is outstanding.

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

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

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

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

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

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

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

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

DIVISION 5. CODE ENFORCEMENT ~~BOARD~~ SPECIAL MAGISTRATE

Sec. 2-111. Purpose.

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

Sec. 2-112. Definitions.

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

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

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

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

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

Special magistrate means a special magistrate appointed under this chapter.

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

- (a) Pursuant to F.S. ch. 162, there is hereby created the position of special magistrate. The city manager shall appoint at least one special magistrate to exercise the authority and powers set forth in this division. The city manager may appoint up to three special magistrates. Appointments shall be made based on experience or interest in code enforcement, and subject to the following requirements:
- (1) A special magistrate must be an attorney and a member in good standing with the Florida Bar;
 - (2) A special magistrate shall possess knowledge and experience in local government law, judicial and administrative procedure, and rules of evidence;
 - (3) A special magistrate shall not be a city employee;
 - (4) A special magistrate shall serve a term of two years, and may be reappointed for succeeding terms; and

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

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

- (c) Special magistrates are vested with all powers provided in F.S. ch. 162 and with the following specific powers, which shall not be construed as a limitation on available powers:
 - (1) Control proceedings before the special magistrate;
 - (2) Impose sanctions necessary to maintain dignity of the proceedings and to stop any activity which impedes or obstructs the administration of justice;
 - (3) Subpoena alleged violators and witnesses;
 - (4) Subpoena evidence;
 - (5) Administer and take testimony under oath;
 - (6) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance; and
 - (7) Make findings of fact based on the evidence in the record and state conclusions of law.

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

Sec. 2-114. Enforcement procedure.

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

- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
- (4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

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

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

Sec. 2-115. Conduct of hearing.

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

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

- (a) A special magistrate, upon notification by a code enforcement officer that an order of the special magistrate has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the

code enforcement officer. In addition, if the violation is a violation described in F.S. § 162.06(4), the special magistrate shall notify the city manager, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b)(1).

(b) (1) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a). However, if a special magistrate finds the violation to be irreparable or irreversible in nature, he or she may impose a fine not to exceed \$5,000.00 per violation.

(2) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:

- a. The gravity of the violation;
- b. Any actions taken by the violator to correct the violation; and
- c. Any previous violations committed by the violator.

(3) A special magistrate may reduce a fine imposed pursuant to this section.

- (c) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city, which may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, a special magistrate may authorize the city attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under § 4, article X of the state constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under § 4(a), article X of the state constitution.
- (d) Actions for money judgments under this division may be pursued only on fines or penalties levied after October 1, 2000.
- (e) The special magistrate shall have jurisdiction to assess a reasonable administrative fee to recoup the actual costs of notice, preparation, and presentation of alleged violations.

Sec. 2-117. Appeals.

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

Sec. 2-118. Notices.

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

Sec. 2-119. Reserved.

DIVISION 6. ~~DRUG~~-NUISANCE ABATEMENT BOARD

Sec. 2-120. Definitions.

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

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

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

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

~~Code enforcement~~ Planning and Development *board* shall mean the board to carry out tenets of this division.

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

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

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

Sec. 2-121. ~~Drug~~ Nuisance abatement board organization.

- (a) *Created; membership.* There is hereby created and established a ~~drug~~-nuisance abatement board to hear evidence relating to the existence of ~~drug-related~~ public nuisances on premises located in the city. The board shall consist of the ~~seven-five (57)~~ members of the city ~~code enforcement~~Planning and Development board who shall serve as members of the ~~drug~~-nuisance abatement board herein created.
- (b) *Quorum; compensation.* The presence of ~~four-three~~ or more members shall constitute a quorum. Members shall serve without compensation.

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

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

Sec. 2-123. Conduct of hearings.

- (a) The chairman of the board may call hearings of the board. Hearings may also be called by written notice signed by at least ~~four~~ **three (3)** members of the board. The board, at a hearing, may set a future hearing date. The board shall convene as the demand necessitates. The board shall adopt rules for the conduct of its hearings. Minutes shall be kept of all hearings and all hearings shall be open to the public. The city shall provide clerical and administrative personnel as may be reasonably required for the proper performance of the board's duties.
- (b) The city attorney shall serve as legal counsel to represent the ~~drug~~ nuisance abatement board. From time to time, an attorney may be employed to represent the city staff by preparing and presenting cases before the board.
- (c) All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel. When appropriate, the general public may be given an opportunity to present oral or written communications. If the agency proposes to consider such material, then all parties shall be given an opportunity to cross-examination or challenge or rebut it. The board may consider any evidence, including evidence of the general reputation of the place or premises. All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Orders of the board shall be based on competent and substantial evidence.
- (d) After considering all evidence, the board may declare the place or premises to be a public nuisance as defined in section 2-120 and may enter an order immediately prohibiting:
 - (1) The maintaining of the nuisance;
 - (2) The operating or maintaining of the place or premises; or
 - (3) The conduct, operation, or maintenance of any business or activity on the premises which is conducive to such nuisance.

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

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

Sec. 2-124. Appeals.

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

Sec. 2-125. Sue to enjoin.

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

Sec. 2-126. Additional rights.

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

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

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

Secs. 2-128—2-135. Reserved.

DIVISION 7. HISTORIC PRESERVATION

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

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

~~(Ord. No. 1067, § 2, 8-28-01)~~

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

~~(a) — Membership.~~

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

~~(b) — Organization.~~

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

~~(Ord. No. 1067, § 2, 8-28-01; Ord. No. 1177, § 2, 5-9-05)~~

Sec. 2-130. Powers and duties.

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

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

- ~~(16) To review proposed capital improvement projects of the city and its independent agencies, or their agents or contractors, costing in excess of \$25,000.00 in a historic district or affecting a designated landmark or landmark site. Such review shall be made annually during the city council's normal budgetary process, and the board shall advise the council of any concerns or objections that it may have about such projects. Capital improvement projects for the maintenance of existing facilities are excepted from this requirement;~~
- ~~(17) To conduct public hearings to consider historic preservation issues, the designation of landmarks, landmark sites, and historic districts, applications for certificate of appropriateness and nominations to the National Register of Historic Places;~~
- ~~(18) To make such rules and regulations as it deems necessary for the administration of ordinances for which it is responsible;~~
- ~~(19) To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to the implementation of the purpose of this division and other provisions of the city code;~~
- ~~(20) To seek and retain services and expertise on proposals or matters requiring evaluation by a professional of a discipline not represented on the board;~~
- ~~(21) To appoint a representative from the board to attend pertinent informational or educational meetings, workshops and conferences; and~~
- ~~(22) To participate in survey and planning activities of the city as related to the certified local government designation.~~

~~(Ord. No. 1067, § 2, 8-28-01)~~



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/4/2022
SUBJECT: Ordinance 1893 - Chapter 18 - Businesses - Amendments

BACKGROUND:

The current Chapter 18 pertains to regulations for businesses. In many cases, it unnecessarily reiterates information already contained in State Statute, or lacks information necessary to regulate certain types of businesses. As staff has been working to streamline the BTR process, we have determined a number of changes to make the code more streamlined as well.

DISCUSSION:

Many of the changes included in this ordinance are to remove processes or provisions that are no longer utilized or necessary, and to also minimize repeating information from the state statute rather than just referencing the statute chapter itself.

Article II of the Chapter was added to create supplemental standards for businesses. Supplemental standards for bingo games and unlicensed investigators already existed in the code. Mobile and stationary food dispensing vehicles were each removed from the Land Development Code and added to Chapter 18, because their regulation and review is more efficient when implemented through the BTR process, and staff has already been regulating them through the BTR process. Standards were added to regulate solicitation as well as garage sales.

GOALS & OBJECTIVES

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

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

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

FINANCIAL IMPACT

This item will not result in any direct financial impact.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1893 to second reading for adoption.

Attachments

1. Attachment 1

ORDINANCE: 1893

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING CHAPTER 18 – BUSINESSES - OF THE CITY OF CRESTVIEW CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FILING OF THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized and empowered to adopt and enforce ordinances and codes, not inconsistent with state law that are necessary to regulate businesses and collect business taxes; and

WHEREAS, the City has been determined that the current Chapter 18 – Businesses, should be improved to provide for the levying of business taxes in a way that is more concise, more consistent with current and best practices; and

WHEREAS, the City has also been determined that it is beneficial to the general public to provide for various supplemental standards for specific types of businesses;

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

CHAPTER 18 – BUSINESSES is hereby amended as attached to this ordinance (Attachment 1).

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

SECTION 2 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

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

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

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

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

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

Approved by me this _____ day of _____, 2022.

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk

Chapter 18 - BUSINESSES

ARTICLE I. IN GENERAL

~~Secs. 18-1 – 18-25. – Reserved.~~

ARTICLE II. OCCUPATIONAL LICENSES I. - BUSINESS TAX RECEIPTS

Sec. 18-~~126.~~ - Required Generally.

The ~~license-business~~ taxes as set forth in this article ~~and categorized in the comprehensive fee schedule~~ are hereby declared to be and are adopted as the schedule of licenses for the privilege of engaging in or managing any business, profession or occupation within the city. Such occupational license tax is levied on: ~~those persons referenced in F.S. Ch. 205, with those persons as well as any other applicable person being subject to the terms, conditions and provisions of this article.~~ (1) ~~Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any business within its jurisdiction.~~

(2) ~~Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any profession or occupation within its jurisdiction.~~

(3) ~~Any person who does not qualify under the provisions of subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if such license tax is not prohibited by section 8 of article I of the United States Constitution.~~

~~18-27. Term; transfer.~~

All licenses issued under this article shall expire on September 30 of each year. No license shall be issued for more than one year. For each license obtained between October 1 and April 1, the full tax for one year shall be paid, except as otherwise provided in this article; and for each license obtained from April 1 to September 30, one-half the full tax for one year shall be paid, except as otherwise provided in this article.

Sec. 18-2. - Dates due and delinquent; penalties.

Regulations regarding the issuance of business tax receipts, due dates, delinquencies, and applicable penalties shall be the same as F.S. Ch. 205.

~~Sec. 18-28. Sworn statement.~~

(a) ~~— In all cases where the amount required to be paid for a license depends upon the amount of capital invested, or prior year's production, or value of goods or stocks, or property used in the business, it shall be the duty of the person applying for such license to render to the city clerk a sworn statement of the amount of such capital, or value of such stock, goods or other property, and such other proof, including insurance carried. As a condition for the issuance of any such license, the applicant shall be bound to submit for inspection and estimation by the city clerk, either before or after the license is issued, inventories last taken, or stock books, to show the amount of capital invested, or the value of the stock of goods, wares or merchandise or other property carried or used in such business.~~

(b) ~~— The city clerk may refuse to issue the license until such time as such statement is filed and such inspection and examination is permitted.~~

(c) ~~— It shall be unlawful for any licensee to refuse to allow such inspection and examination by the city clerk.~~

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Sec. 18-~~329~~. – Location.

Any person desiring to engage in any exhibition, trade, business, vocation, occupation, or profession for which a ~~license-business tax receipt~~ is required shall designate in the application for ~~license-such business tax receipt~~ the place where the exhibition, trade, business, vocation, occupation, calling or profession ~~is~~will be located. A separate ~~license-business tax receipt~~ shall be required for each place at which any exhibition, trade, business, vocation, occupation, ~~calling~~calling, or profession is carried on.

~~Sec. 18-30. Separate licenses for each classification.~~

~~Any person dealing in more than one of the items or carrying on or engaging in more than one of the exhibitions, trades, businesses, vocations, occupations, callings or professions enumerated in this article and for each of which a license is required, shall be required to take out and pay for a separate license for each such exhibition, trade, business, vocation, occupation, calling or profession engaged in or carried on by such person.~~

Sec. 18-~~431~~. – Posting.

~~It is hereby made the duty of a~~Any person exercising the privilege or conducting a business, exhibition, trade, vocation, occupation, calling, or profession for which a ~~license-business tax receipt~~ is hereby required, ~~to~~shall post ~~his~~the ~~license-receipt~~ in a conspicuous place in or about ~~his~~the place of business where it may be seen upon inspection by any official of the city.

~~Sec. 18-32. Separate licenses required for each business; duration of license.~~

- ~~(a) Whenever an occupational license is levied against any profession, trade, shop or business classified in this article, such occupational tax shall be required to be paid to carry on such business, whether it be connected or operated in conjunction with any other business or not, unless the contrary intention appears.~~
- ~~(b) The occupational licenses levied against any trade, shop or business described in this article shall be paid by each person engaged in such trade, running or operating such shop or business, unless the contrary shall appear.~~
- ~~(c) The occupational licenses levied against the various professions, exhibitions, trades, businesses, vocations, callings or occupations described in this article shall be for a yearly privilege unless the contrary shall appear.~~

~~Sec. 18-33. Merchants.~~

~~Any person engaged in selling goods, wares and merchandise which is specially classified shall pay the specially classified occupational license tax and not the merchants occupational license tax; but any business not specially licensed and engaged in such business shall pay the merchant occupational license tax.~~

Sec. 18-~~534~~. - Public utilities.

The tax imposed by this article on express companies, railroad companies, telephone companies, telegraph companies and other companies engaged in interstate commerce is imposed upon the business actually done by such companies within the city and to and from points within the state and is not imposed upon any business done for the United States government or upon interstate business.

~~Sec. 18-35. Penalty for delinquent payment.~~

- ~~(a) Those licenses not renewed by October 1 shall be considered delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed 25 percent of the occupational license fee for the delinquent establishment.~~

- (b) ~~Any person engaging in or managing any business, occupation or profession without first obtaining a local occupational license, if required under this article, shall be subject to a penalty of 25 percent of the license determined to be due, in addition to any other penalty provided by law or ordinance.~~
- (c) ~~Any person who engages in any business, occupation, or profession covered by this chapter of the code, who does not pay the occupational license tax within 150 days after the initial notice of tax due, and who does not obtain the required occupational license is subject to criminal actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to the amount set in the comprehensive fee schedule.~~
- (d) ~~The penalties imposed by this section shall be collected in addition to the amount of the license tax, and the payment of such penalty shall not be pleaded in bar in any proceedings charging the offense of doing business without a license under this article.~~

Sec. 18-~~636~~. - Rebate of fees.

No portion of any occupational license business tax assessed in this article shall be rebated unless it clearly appears that such license tax was collected by mistake or error. Before making such rebate ~~to a licensee~~, all accounts payable under a proper license business shall be paid by such licensee business.

Sec. 18-~~737~~. - Disposition of funds.

All revenue derived from license business taxes imposed by this article shall be paid into the general fund of the city.

Sec. 18-~~38~~. Exemption allowed disabled persons, the aged, and widows with minor dependents.

- (a) ~~All disabled persons physically incapable of manual labor, widows with minor dependents, and persons 65 years of age or older, with not more than one employee or helper, and who use their own capital only, not in excess of \$1,000.00, shall be allowed to engage in any business or occupation in counties in which they live without being required to pay for a license.~~
- (b) ~~The exemption provided by this section shall be allowed only upon the certificate of the county physician, or other reputable physician, that the applicant claiming the exemption is disabled, the nature and extent of the disability being specified therein, and in case the exemption is claimed by a widow with minor dependents, or a person over 65 years of age, proof of the right to the exemption shall be made. Any person entitled to the exemption provided by this section shall, upon application and furnishing of the necessary proof as aforesaid, be issued a license which shall have plainly stamped or written across the face thereof the fact that it is issued under this section, and the reason for the exemption shall be written thereon.~~
- (c) ~~In no event under this or any other law shall any person, veteran or otherwise, be allowed any exemption whatsoever from the payment of any amount required by law for the issuance of a license to sell intoxicating liquors, malt and vinous beverages.~~

Sec. 18-8. - Exemptions.

All persons, organizations, or entities specified as exempt in F.S. Ch. 205, are hereby exempt from the provisions of this chapter to the extent provided in F.S. Ch. 205.

Sec. 18-39. Appointment of license inspector; duties.

- (a) ~~It is hereby made the duty of the city clerk to appoint a license inspector of the city.~~
- (b) ~~The license inspector shall have the authority to investigate all businesses, occupations and professions in the city, and to make such inquiry as shall be necessary to determine whether or not a license has been~~

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procured for such business, occupation or profession, and shall report to the city clerk the names of all persons engaged in business without a license.

~~Sec. 18-40. Circuses, carnivals and outdoor shows—Information to be filed prior to issuance of license.~~

Any applicant applying for an occupational license for the holding of a circus, carnival, show or outdoor exhibition in the city shall at the time of securing such license be required to file with the city license inspector or the city clerk the following:

- ~~(1) An affidavit that permission has been secured from the owner of the land upon which the circus, carnival or show is intended to be held.~~
- ~~(2) A bond, collateral agreement or other security conditioned to clean the premises of all rubbish and debris after use by such applicant.~~
- ~~(3) A written statement from the building inspector that the site upon which the circus, carnival, outdoor show or other public gathering or exhibition is intended to be held is not within an area prohibited for such use.~~
- ~~(4) A written statement of the fire department that the tents or temporary buildings or structures under which the operations are to be held are of fireproof material and will not constitute a fire hazard.~~

~~Sec. 18-41. Same—Payment of tax prior to erection of tents.~~

- ~~(a) No circus, carnival, show or public exhibition shall be permitted to begin erecting its tents, booths or other installations in a permitted area in the city without the payment of the full amount of the occupational license tax as prescribed in this article unless authorization for such circus, carnival, show or exhibition is specifically given by the council.~~
- ~~(b) The occupational license tax as required shall be paid in full before any equipment is brought upon the location where such circus, carnival, show, etc., intends to operate.~~

~~Sec. 18-42. Same—Parades.~~

A parade through the streets of the city in connection with any circus, carnival, show or other outdoor amusement shall not be permitted unless permission is secured from the mayor in writing prior to the beginning of such parade and until the occupational license tax for staging the parade as provided in this article has been paid.

~~Sec. 18-43. Private detectives—Prerequisites for issuing license.~~

Before any occupational license for a private detective may be issued, the applicant must first present to the city clerk a certificate from the police department of the city showing that the applicant has been fingerprinted and that he has no past record of a felony conviction.

~~Sec. 18-45. Clairvoyance, fortunetelling, etc.~~

Any person applying for a license to practice clairvoyance, fortunetelling, mind reading, faith healing, divine healing, astrology or phrenology, and mediums, must present to the city clerk a sworn application which will include the type of license applied for, fee as prescribed in this article for such license, term of residency in the city, prior residency, certification as to character of applicant, and fees to be charged by applicant.

~~Sec. 18-46. Investigation of applications.~~

- ~~(a) All applications for occupational licenses within the meaning of sections 18-43, 18-44 and 18-45 shall be submitted to the police department for investigation for a report as to the truth of the statements contained in the application.~~

(b) —The police department shall institute an investigation as to the statements contained in the application and report to the city clerk the result thereof along with the recommendations of the chief of police as to the granting or refusal of the license applied for.

~~Sec. 18-47. Reserved.~~

Editor's note(s) — Ord. No. 1781, § 2, adopted August 10, 2020, repealed § 18-47, which pertained to trade, gift or merchandise stamps and derived from the Code of 1983, § 10-21.

~~Sec. 18-48. General contractor held responsible for subcontractor license.~~

A general contractor who operates as prime contractor on any project within the city shall be held responsible to assure that any subcontractor who performs a subcontract under his general contract has in his possession a valid occupational license issued by the city for the performance of such subcontracting.

~~Sec. 18-49. Trucks and vehicles — Selling merchandise; license and registration required.~~

- (a) — Operators of trucks or moving vehicles from which vegetables and farm and grove products, not raised and produced by the owner of the truck, are offered for sale at wholesale in the city shall be required to pay an occupational license tax as set in the comprehensive fee schedule, unless otherwise specified, and to register each truck with the police department before receiving free of charge an identification sticker to be attached to such truck or moving vehicle.
- (b) — Operators of trucks or moving vehicles from which goods, wares and merchandise (except vegetables or farm and grove products) are offered for sale at wholesale in the city shall be required to pay an occupational license tax as set forth in this article and to register each truck with the police department before receiving free of charge an identifying sticker to be attached to such truck or moving vehicle.
- (c) — Operators of trucks or moving vehicles rendering services for which a charge is made, such as sharpening knives, repairing, towel or linen service, etc., in the city, shall be required to pay an occupational license tax as set forth in this article and to register with the police department before receiving free of charge an identifying sticker to be attached to such truck or moving vehicle.

~~Sec. 18-50. Same — Certain trucks to have growers' certificate.~~

Operators of trucks and moving vehicles from which vegetables and farm and grove products, raised and produced by the owner of the truck, are offered for sale at wholesale or retail in the city shall be required to produce a growers' certificate of the state in which the farm or grove is located and register the description of the vehicle and the name and address of the owner with the police department, and upon doing so shall be entitled to secure free of charge an identifying sticker to be attached to such truck or moving vehicle.

~~Sec. 18-51. Same — Certain trucks or vehicles to secure sanitation department approval.~~

All trucks or moving vehicles selling dairy products, bakery products, meat products, farm or grove products, or any other items intended for human consumption shall be inspected and approved by the city sanitation officer prior to issuance of an identifying sticker by the police department. Such inspection by the sanitation officer shall be made thereafter as often as is required to protect the health and welfare of the residents of the city.

~~Sec. 18-52. — Licenses subject to this article.~~

No license shall be issued or granted to any applicant to engage in the business of selling or disposing of merchandise of any kind, at retail or wholesale, or the practice or pursuit of any profession or occupation in the city, except upon the terms and conditions and subject to the provisions of this article.

~~Sec. 18-53. Unclassified occupations.~~

~~Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person, whether in a building, tent, or upon the street, vacant lot or anywhere in the open air, within the city and not specifically designated in this article, shall pay a license fee as set in the comprehensive fee schedule.~~

Sec. 18-~~954~~. - Penalty for violation of article.

- (a) Any person ~~or the members of any~~ firm or corporation who ~~shall carry on or conduct~~ or manage any business or profession, ~~or who shall keep and use upon the streets of the city any vehicle~~ for which a license business tax receipt is required, without first having obtained a license business tax receipt, or otherwise violate this article (except as provided in this article), shall be subject, upon conviction, to the penalties provided by section 1-11; and each day's violation shall be considered a separate offense. Subject to administrative fines, penalties, and applicable procedures provided by Chapter 2, Article III., Division 5 of this Code of Ordinances.
- (b) The ~~conviction and punishment penalty imposed on~~ any person for transacting any business without a license valid business tax receipt shall not excuse or exempt such person from the payment of any license business tax due or unpaid at the time ~~of such conviction, penalty is imposed.~~

~~Sec. 18-55. Enforcement.~~

~~This article shall be enforced as is provided for in this article. The administration of this article shall be the responsibility of the city clerk.~~

~~Sec. 18-56. License tax schedule.~~

~~Each person, firm, company, association, partnership, agency or corporation wherever located, engaging in or carrying on or doing any act or thing specified in this article, in or from the city shall pay to the city, unless otherwise specified, an annual license therefor which schedule is adopted by reference shall be kept on file in the office of the city clerk.~~

ARTICLE II. – SUPPLEMENTAL REQUIREMENTS FOR SPECIFIC BUSINESSES

Sec. 18-10. - Trucks and vehicles—Selling merchandise; license and registration required.

- (a) Operators of trucks or moving vehicles from which vegetables and farm and grove products, not raised and produced by the owner of the truck, are offered for sale at wholesale in the city shall be required to pay a business tax as set in the comprehensive fee schedule, unless otherwise specified, and to register each truck with the police department before receiving free of charge an identification sticker to be attached to such truck or moving vehicle.
- (b) Operators of trucks or moving vehicles from which goods, wares and merchandise (except vegetables or farm and grove products) are offered for sale at wholesale in the city shall be required to pay a business tax as set forth in this article and to register each truck with the police department before receiving free of charge an identifying sticker to be attached to such truck or moving vehicle.
- (c) Operators of trucks or moving vehicles rendering services for which a charge is made, such as sharpening knives, repairing, towel or linen service, etc., in the city, shall be required to pay a business tax as set forth in this article and to register with the police department before receiving free of charge an identifying sticker to be attached to such truck or moving vehicle.

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Sec. 18-~~1157~~. - Conduct of bBingo games.

- (a) *Definitions.* For purposes of this section, words shall be defined as provided in F.S. 849.093(1) et seq., as from time to time amended.
- (b) *Permit required.* It shall be unlawful for any charitable, nonprofit or veterans' organization to conduct any bingo game without first obtaining a permit therefore in accordance with this section. No charitable, nonprofit or veterans' organization shall conduct any bingo game at any location other than the premises described in the permit. No permit shall be required for a condominium association, mobile home owners' association, or group of residents of a mobile home park, as defined in F.S. ch. 723, to conduct bingo games pursuant to the provisions of F.S. § 849.093(1), provided that no rent is paid for the premises where the game is played.
- (c) *Application fee, accompanying documents and information.* Application for permit required by this section shall be made to the office of city clerk along with the fee as established by ordinance or resolution and shall include the following information and documentation:
 - (1) The name, address and employer identification number of the organization(s);
 - (2) A current list of the officers and directors of the organization(s) and their addresses;
 - (3) A copy of the exemption letter issued under the provisions of Section 501(c) of the Internal Revenue Code of 1954 or Section 528 of the Internal Revenue Code of 1986 as amended;
 - (4) A certification of the period or periods during which the organization(s) has been in existence and active, commencing three calendar years prior to the application filing date;
 - (5) The names, addresses, and dates of membership of all members of the organization who will be involved in the conduct of any bingo game and a certification that each of them is a bona fide member who is a resident of the community where the organization is located;
 - (6) The street address and property description of the premises where any bingo game will be conducted by the organization(s);
 - (7) Copies of all leases and subleases in effect relating to the property where the organization(s) will conduct any bingo game;
 - (8) The certification of the owner of the property and every lessee and sub-lessee that there are not leases in effect other than those submitted with the application and that the rental rate charged for the premises does not exceed the rental rates charged for similar premises in the same locale; and
 - (9) Certification by the organization(s) that it will comply with all provisions of F.S. § 849.093(1) et seq., this section, and the permit issued pursuant to this section.
- (d) *Issuance of permit.* Within seven days of submission of a completed application providing all information and documents and the fee required by this section have been met, the city shall issue the permit allowing the charitable, nonprofit or veterans' organization to conduct bingo games at the premises listed in the permit subject to the provisions of federal, state and local laws, ordinances and regulations. Each permit issued shall expire on September 30 following the month of purchase.
- (e) *Revocation of permit.* Violation of any of the provisions of F.S. § 849.093(1) et seq., the City Code, or the permit issued pursuant to this section shall constitute grounds for revocation of that permit.
- (f) *Right of entry.* Representatives of the law enforcement, code and fire inspector and any other official having official business pertaining to the enforcement of this section shall, upon identification of this person, be admitted to the premises without charge to conduct inspections.

Sec. 18-58. C and D landfills

~~Any person who obtains a state department of environmental protection construction and demolition (C and D) landfill permit to operate and assess fees for authorized disposal within the city shall obtain an occupational license annually from the office of the city clerk. The type of license shall be an unclassified license (see section 18-53) and as a precedent to issuance of the license must provide the city clerk, or designee, a copy of the Florida DEP C and D landfill permit, the board of adjustment order confirming approval of a special exception allowing the land to be used for a C and D landfill and a copy of the C and D permit issued by the administrative services department of the city. License renewals require authorization of the same administrative steps enumerated in this section.~~

Sec. 18-12. – Unlicensed Investigators.

All private detectives or criminal investigators not licensed by the city are required to register with the police department before conducting any operation within the corporate limits of the city.;

Sec. 18-13. – Mobile Food Dispensing Vehicles.

- (a) For the purposes of this section, a mobile food dispensing vehicle (MFDV) is defined as any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
- (b) The owner or operator of an MFDV shall obtain any applicable State or County licenses, permits, or registrations, with such licenses, permits or registrations being provided with application for business tax receipt, and displayed in plain view on or in the vehicle.
- (c) The owner or operator of an MFDV shall obtain a city business tax receipt, with such receipt being displayed in plain view on or in the vehicle.
- (d) The owner or operator of an MFDV shall obtain written permission from any property owner where operation occurs. Such written permission must be kept in the vehicle for inspection, if necessary.
- (e) In any case, MFDVs shall not:
 - (1) Operate on any public property, unless in accordance with a permitted special event.
 - (2) Operate on any private property that is not zoned for commercial use.
 - (3) Operate on any private property that is vacant, unimproved, or undeveloped.
 - (4) Operate on any property where code uncorrected violations exist.
 - (5) Connect to any external utilities.
 - (6) Operate between 10 p.m. and 7 a.m. unless in accordance with a permitted special event.
 - (7) Dispense alcohol, unless in accordance with a permitted special event.
 - (8) Dispense food to customers in a moving vehicle or engage in drive-up sales.
 - (9) Create or cause nuisance factors, including, but not limited to:
 - (i) flashing or animated lights or visual glare
 - (ii) amplified music or sound, or other loud noises
 - (iii) excessive fumes, smoke, or other environmental hazards
 - (iv) vehicular or pedestrian hazards
 - (10) Discharge or unload from the vehicle any waste substances such as fat, oil, or grease. All such substances shall be taken from the vehicle when it leaves the subject property.

- (11) Violate any ordinances pertaining to solid waste disposal.
- (12) Park within any vehicular or pedestrian travel way.
- (13) Encumber parking spaces on a site required for the principal use.
- (14) Obstruct any fire lanes, fire hydrants, drainage systems or landscape buffers.
- (15) Obstruct visibility from any adjacent driveways or street intersections.
- (16) Include external dining areas unless in accordance with a permitted special event.
- (17) Be allowed any signage except that which is permanently affixed to the vehicle.

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Sec. 18-14. – Stationary Food Dispensing Vehicles.

- (a) For the purposes of this section, a stationary food dispensing vehicle (SFDV) is defined as any vehicle that is a public food service establishment that may be self-propelled or otherwise movable from place to place and that connects to external utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
- (b) The owner or operator of an SFDV shall obtain any applicable State or County licenses, permits, or registrations, with such licenses, permits or registrations being provided with application for business tax receipt, and displayed in plain view on or in the vehicle.
- (c) The owner or operator of an SFDV shall obtain a city business tax receipt, with such receipt being displayed in plain view on or in the vehicle.
- (d) The owner or operator of an SFDV shall obtain written permission from the property owner where operation will occur, such written permission being provided with application for business tax receipt.
- (e) The owner or operator of an SFDV shall provide a site plan along with application for business tax receipt. Site plan will be reviewed for compliance with the City of Crestview Land Development Code, City of Crestview Engineering Standards Manual, Florida Building Code and any life-safety codes, as applicable. Site plan must include, at a minimum, the following information:
 - (1) The location of all existing and proposed structures on site.
 - (2) Dimensions from proposed SFDV to adjacent property lines.
 - (3) Locations of any included accessory structures or facilities, including, but not limited to, portable toilets, tables, tents, temporary power poles, etc.
 - (4) Proposed utility connections.
 - (5) Means of ingress, egress, and traffic flow for vehicular and pedestrian traffic.
 - (6) Any additional information necessary to portray the property and proposed use.
- (f) In any case, SFDVs shall not:
 - (1) Operate on any public property, unless in accordance with a permitted special event.
 - (2) Operate on any private property that is not zoned for commercial use.
 - (3) Operate on any private property that is vacant, unimproved, or undeveloped.
 - (4) Operate on any property where uncorrected code violations exist.
 - (5) Operate between 10 p.m. and 7 a.m. unless in accordance with a permitted special event.
 - (6) Dispense alcohol, unless in accordance with a permitted special event.
 - (7) Create or cause nuisance factors, including, but not limited to:
 - (i) flashing or animated lights or visual glare

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- (ii) amplified music or sound, or other loud noises
- (iii) excessive fumes, smoke, or other environmental hazards
- (iv) vehicular or pedestrian hazards
- (8) Discharge or unload from the vehicle any waste substances such as fat, oil, or grease. All such substances shall be taken from the vehicle when it leaves the subject property.
- (9) Violate any ordinances regarding solid waste disposal.
- (10) Park within any vehicular or pedestrian travel way.
- (11) Encumber parking spaces on a site required for the principal use.
- (12) Obstruct any fire lanes, fire hydrants, drainage systems or landscape buffers.
- (13) Obstruct visibility from any adjacent driveways or street intersections.
- (14) Include external dining areas unless in accordance with a permitted special event.
- (15) Be allowed any signage except that which is permanently affixed to the vehicle.

Sec. 18-15. – Temporary Vendors.

- (a) For the purposes of this section, a temporary vendor is defined as any person, business or other entity that conducts temporary retail sales or displays and that are not a MFDV or SFDV and are not otherwise exempt by Florida Statutes.
- (b) Only temporary vendors who maintain a local branch or office within the City of Crestview are required to obtain a city business tax receipt.
- (c) Temporary vendors shall be held to the applicable rules, regulations, and permitting requirements within the City of Crestview Land Development Code, City of Crestview Engineering Standards Manual, Florida Building Code, and any life-safety codes, as applicable.

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Sec. 18-16. – Solicitors.

- (a) For the purposes of this section, a solicitor is defined as any person who “asks for” or “tries to obtain” money, information or help by approaching someone or someone’s home, place of business, or the like, for monetary gain, sales, or donation.
- (b) Any solicitors operating within the City of Crestview must obtain any applicable State or County licenses, permits, or registrations.
- (c) Solicitors who maintain a local branch or office within the City of Crestview shall obtain a city business tax receipt.
- (d) Restrictions on solicitors and solicitation:
 - (1) Solicitors shall only operate on weekdays between 9:00 a.m. and official sunset as established by the US Naval Observatory, or 7:00 p.m., whichever is earlier.
 - (2) Soliciting shall be prohibited on Saturdays and Sundays, New Year’s Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
 - (3) When soliciting in residential areas, solicitors shall use only the front door to the dwelling and shall not solicit at any other location.
 - (4) Soliciting shall be prohibited on public property and the private property of any private lot, individual apartment unit or commercial establishment that displays a “no soliciting” sign anywhere on the private property.

- (5) "No soliciting" signs placed at the entrance to a platted subdivision or apartment complex by the property owner or respective Homeowner's Association shall prohibit solicitation within the platted subdivision or apartment complex.

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Sec. 18-178. – Garage Sales.

- (a) For the purposes of this section, garage sales shall be defined as any public display or offer for sale or free to the public, one or more items of personal property by persons residing on the premises upon which the sale is being conducted. The term "garage sales" includes sales commonly referred to as patio sales, driveway sales, yard sales, porch sales, and other such sales.
- (b) Conduct of garage sales, as defined in this section, does not require a business tax receipt.
- (b) Restrictions on garage sales:
- (1) Garage sales shall take place on a temporary basis of no more than three consecutive days per sale, except that garage sales may take place for four consecutive days if one of the four days is a federal holiday.
- (2) Garage sales shall only operate between official sunrise and sunset as established by the US Naval Observatory.

Secs. 18-59—18-75. Reserved.

ARTICLE III. CANNABIS-RELATED ACTIVITIES¹

Sec. 18-76. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Derivative product means any form of cannabis suitable for administration to or consumption or use by a qualified patient, eligible patient, or any other similarly situated individual.

Dispensing facility means any facility, whether in a fixed location or mobile, where derivative product, low-THC cannabis or medical cannabis is dispensed.

Low-THC cannabis means a plant of the genus cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than ten percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

Medical cannabis means all parts of any plant of the genus cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

Medical cannabis activities means, without limitation, the growing, cultivation, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of medical cannabis, low-THC cannabis, and derivative products, or any subset of such activities, or any related activities.

~~Sec. 18-77. Medical marijuana treatment center dispensing facilities.~~

~~Excerpt: (F.S. § 381.986(11)(b)1, a county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.)~~

~~The city hereby imposes a ban prohibiting the operation of a medical marijuana treatment center dispensing facility within the corporate limits of the City of Crestview, as allowed in F.S. § 381.986(11)(b)1, Florida Statutes (2017). Effective date: December 1, 2017.~~

~~Sec. 18-78. Study and recommendations.~~

~~During the ban described in section 18-77, city staff is hereby directed to monitor the Florida Legislature's statutory regulations concerning medical marijuana treatment center dispensing facilities and formulate periodic reports to the city council. Staff shall review updates in medical cannabis regulations and clinical developments and their impact on the health, safety, and welfare of residents and businesses located within the city. Staff shall compile any other relevant regulations and recommendations and include in the periodic reports to the city council.~~

~~Sec. 18-79. Penalties.~~

~~Any person or entity who violates any provision of this article, or who fails to comply therewith, shall be subject to the penalties as prescribed in chapter 1, section 1-11 of the City's Code of Ordinances, and shall be subject to criminal penalties for violating F.S. ch. 893.~~

~~Secs. 18-80—18-99. Reserved.~~

~~ARTICLE IV. REMOTE MOTOR VEHICLE SALES~~

~~Sec. 18-100. Short title.~~

~~This article shall be known and may be cited as the "Remote Motor Vehicle Sale Regulatory Ordinance of the City of Crestview, Florida" and shall be applicable within the incorporated area of the City of Crestview.~~

~~Sec. 18-101. Scope.~~

~~This article is not intended to repeal, abrogate, annul or in any way impair or interfere with existing provisions of other laws, ordinances, or codes. Where this article imposes restriction upon any persons, premises or personal property greater than that imposed or required by other laws or ordinances, the provisions of this article shall control.~~

~~Sec. 18-102. Definitions.~~

~~For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory:~~

~~*Licensed dealership* means a premise which the primary endeavor is the sale of new or used motor vehicles.~~

~~*Motor vehicle* means a new or used automobile or truck.~~

~~Permanent motor vehicle sales business means a business which operates out of a structure and has paid the local business tax authorized under Florida Statutes, for that location.~~

~~Person means and includes natural persons, partnerships, joint ventures, trusts or corporations, or any officers, agents, employees of any kind or personal representatives of any thereof, in any capacity, acting either for himself, or for any other person.~~

~~Premises means and includes all lands, structures, places, and also any equipment and appurtenances connected to or used therewith in any business, or as is otherwise used in connection with any business conducted on such premises.~~

~~Sec. 18-103. Prohibited actions.~~

~~It shall be unlawful for any person, either directly or indirectly, to conduct a sale of a motor vehicle, regardless of whether it is new or used, at a site which is not the location of the permanent motor vehicle sale business, unless it is conducted by a licensed dealership with a permanent sales location within the jurisdictional boundaries of the City of Crestview.~~

~~This prohibition shall not apply to the sale of a motor vehicle by a person at a location other than the individual's residence for which the motor vehicle is individually titled to that person (not including titled as part of a dealership or commercial business) provided no person shall sell more than three such motor vehicles per year.~~

~~Sec. 18-104. Penalties for violations.~~

~~A violation of the provisions this article may be enforced by the code compliance division of the City of Crestview.~~



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 8/2/2022
SUBJECT: 2022-2023 CDBG Annual Action Plan

BACKGROUND:

The City of Crestview receives funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. The City is considered an "entitlement community" with a prescribed formula for funding developed by HUD using select City demographic information and has developed the first Five Year CDBG Consolidated Plan. CDBG projects must meet HUD national objectives and be designed to benefit low- and moderate-income (LMI) persons or aid in the prevention or elimination of slum and blight.

DISCUSSION:

Staff works closely each year with the Citizen's Advisory Committee (CAC) and the public to develop Annual Action Plans that are consistent with the needs of the community and the mission of HUD. A CAC meeting was held on July 21, 2022.

Staff accepted applications from the public for potential projects to be funded with the FY 2022-23 CDBG allocation. After public meetings and CAC review of the applications, the following projects were recommended for approval by the CAC:

1. Planning and Administration - Under this program, funding will be used to support staff's planning and administering the CDBG program.
2. Crestview Resource Center - Under this program, funding will be used to support the repurposing of the former First Church of God in Christ building into a community resource center.
3. City of Crestview Community Revitalization - Under this program, funds will be used to assist in the elimination of blight and deterioration of properties through land acquisition, residential rehabilitation, demolition and clearing, affordable housing rehabilitation and other activities that promote sustainability and/or redevelopment in LMI target areas.

GOALS & OBJECTIVES

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

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

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

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

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The CDBG Grant has spending minimums and maximums for specific funding areas. Planning and Administration has a 20% funding cap; Public Service has a 15% funding cap; and programs benefiting LMI income people have a 70% minimum funding requirement.

Three Annual Action Plan request applications, totaling the full grant amount of \$157,584.00, were recommended to the CAC for approval by staff:

1. Planning and Administration: \$31,516.80
2. Crestview Resource Center: \$60,000.00
3. City of Crestview Community Rehabilitation: \$66,067.20

The CAC has recommended approval of these funding amounts to the City Council.

RECOMMENDED ACTION

Staff respectfully requests that the council adopts Resolution 2022-19 to approve the FY 2022-23 CDBG Annual Action Plan as recommended by staff and the CAC.

Attachments

1. 2022-23 CDBG Annual Action Plan Draft
2. 2022-23 Summary of Staff's Funding Recommendations

RESOLUTION: 2022- 19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CRESTVIEW, FLORIDA, ADOPTING THE FY 2022-23 COMMUNITY
DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN; AND
PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1 – APPROVAL OF PLAN. The City of Crestview hereby approves the Community Development Block Grant entitlement funding Annual Action Plan for CDBG FY 2022-23.

SECTION 2 – AUTHORITY. The City Manager is hereby designated and authorized to execute any documents and certifications required by the U.S. Department of Housing and Urban Development as related to the Annual Action Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

SECTION 3 – EFFECTIVE DATE. This Resolution shall take effect immediately upon approval of City Council.

Passed and adopted at a regular meeting of the City Council on this 8th day of August, 2022.

BY:

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk



City of Crestview
Community Development Block Grant
2022-2023 Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Crestview receives funding through the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development. The city is considered an “entitlement community” with a prescribed formula for funding developed by HUD using select city demographic information. This funding is used for community development projects which reduce or reverse evidence of physical, social, or economic decline in low-to-moderate income neighborhoods.

2. Summarize the objectives and outcomes identified in the Plan

The priority needs, goals, and objectives of the City are outlined in the Consolidated Plan and have been defined by HUD as the following:

1. **Providing Decent Affordable Housing** – relates to a wide range of housing activities to meet individual family or community housing needs.
2. **Providing a Suitable Living Environment** – relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
3. **Expanding Economic Opportunity** – applies to activities related to economic development, commercial revitalization, or job creation.

In addition, HUD has added a standard set of outcomes for the objectives listed above.

These outcomes include:

1. **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities.
2. **Affordability** – applies to activities that provide affordability in a variety of ways to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic

infrastructure hook-ups, or services such as transportation or daycare. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality or increasing the affordability of a product or service to benefit a low-income household.

3. Sustainability – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The 2021-22 CDBG program year was the City of Crestview's second year as an entitlement community. 2021-22 projects are progressing as expected, and the city expects to continue to meet timeliness requirements as regulated in 24 CFR 570.902. The Benjamin St Sewer Connection project that was previously delayed during program year 2020-21 due to increased material costs, and other delays, was completed during program year 2021-22.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Crestview's Community Development Block Grant Program uses many processes for involving citizens in its decision making. Public comments on the use of CDBG funds are solicited through newspaper ads, public meetings, and on the city's website during the development of the plan. The Citizen's Advisory Committee (CAC) meets during the development of the plan to advise staff on the use of the city's annual CDBG funding allocation. During that meeting, the CAC votes on their combined recommendations. Staff and the CAC's recommendations are both presented to City Council for final approval. At least three advertised public hearings or meetings related to the CDBG program are held each year. This year's meetings were as follows:

1. A public information meeting was held on June 15, 2022. This meeting was held during the development of the plan/application period.
2. The Citizen's Advisory Committee (CAC) met on July 21, 2022 to review funding applications and give their recommendations.
3. The plan was presented to City Council on August 8, 2022, for final approval.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received during the creation of the 2022-2023 CDBG Annual Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

In the event that public comments are received, those are accepted, reviewed, and made a part of the plan. No public comments were received during the creation of the 2022-2023 CDBG Annual Action Plan.

7. Summary

The Citizen's Advisory Committee continues to be at the core of the public participation process. The City's Community Development Block Grant staff promotes public awareness and opportunities for participation by making available documents such as the annual action plan, five-year consolidated plan, consolidated annual performance evaluation report, etc., and by advertising their availability in the local news media and on the city website. The city continually strives to organize and present data in a manner that is easily understood and evaluated by our citizens and welcomes comments on the Annual Action Plan and how future reports might be improved

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Crista Shephard	City Manager's Office

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Crista Shephard, Special Projects Manager

850-682-1560 Ext 205

shephardc@cityofcrestview.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Crestview's City Manager's office prepares the Annual Action Plan as part of a collaborative process to establish a unified vision of community development actions. This process creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context at the local level. It also provides a method to measure progress of the various program goals, specific objectives, and annual goals set.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Table 1 below identifies the agencies involved in the City's consultation process this year. The city will continue to work to identify public and private agencies to administer the CDBG program and achieve the goals and objectives set forth in the plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Continuum of Care, Homelessness and Housing Alliance (HHA) applies for federal and state funding, which it distributes to service providers based on results from a request for proposal process. Once funds are awarded, the Continuum of Care monitors expenditures and program delivery, and reports back to the appropriate government agencies. The Continuum of Care receives some funds for direct services, which are used to support collective programs, such as permanent housing, prevention, and other essential needs beyond the capacity of individual members.

During FY 2020-21 the city established a solid relationship with the Continuum of Care. In addition, Mayor JB Whitten created a homelessness advisory council. That board is made up of the Executive Director of the COC, the Director of the Crestview Area Shelter for the Homeless, a City Councilwoman, a County Commissioner, a representative from the Crestview Police Department, a representative of the faith community, and a representative from the Chamber of Commerce and Military Affairs Committee. The diversity of the board allows the city to obtain perspectives and solutions from multiple viewpoints and areas of expertise.

The city continues to work closely with the Continuum of Care to address the needs of homeless persons and persons at risk of homelessness. The Housing Stabilization Specialist provided by Homelessness and Housing Alliance regularly works with people in Crestview either already experiencing homelessness, or facing homelessness by providing resources and case management.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The city does not receive ESG funding directly and did not receive an ESG allocation from the state of Florida in program years 2021-22 or 2022-23.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	FL-505 Homelessness and Housing Alliance
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city works closely with HHA through meetings, phone calls, and emails. HHA has been instrumental in assisting the city with housing services for displaced LMI citizens.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Crestview continues to attempt to identify agencies that provide services to the Crestview area. There are no agencies that were identified, but not consulted during the creation of this plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homelessness and Housing Alliance	Both plans include increasing access to affordable, increasing economic stability, and strategies to reduce homelessness

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

DRAFT

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizens' comments on the use of CDBG funds are specifically solicited by a way of a citizen advisory group. The Citizen's Advisory Committee (CAC) advises staff on the use of the City of Crestview's annual CDBG fund allocation. Each year, the Citizen's Advisory Committee (CAC) comes together to plan for the CDBG budget for the coming fiscal year. The CAC reviews all applications submitted for the City's annual allocation of grant funds. At least three advertised public hearings or meetings are held each year to address housing and community development needs, development of proposed activities, and review of performance for the Community Development Block Grant (CDBG). This year, the Citizen Advisory Committee met on July 21, 2022, to review applications and give their funding recommendations for the 2022-2023 year.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	No one from the public attended the meeting, and no public comments were received.	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community	Several newspaper ads were ran during the creation and adoption of the Annual Action Plan. No public comments were received due to the newspaper ads.	N/A	N/A	
3	Internet Outreach	Non-targeted/broad community	Visitors to the city's website can view CDBG announcements and submit public comments comment on the Annual Action Plan or CDBG program. No public comments were received due to the website postings.	N/A	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Crestview's 2021-22 allocation is \$170,025.00.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	157,584	0	0	157,584	0	The 2022-23 CDBG allocation will be used for the following projects: Planning and Administration, Crestview Community Redevelopment, and Crestview Resource Center.
Other	public - federal	Economic Development	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Crestview does not receive HOME or ESG funding. CDBG funding does not require matching funds, however funding will be leveraged by private, local, state, and other federal funding as available.

DRAFT

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city has obtained several properties that may be used to address affordable housing needs in the future and is working to identify agencies to partner with on potential future affordable housing projects. The city maintains a list of city-owned properties that may be eligible for affordable housing or other needs.

Discussion

The city continues to seek funding opportunities and partnerships to expand programs.

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility Improvements	2021	2025	Non-Housing Community Development	CRESTVIEW	Public Facility Improvements	CDBG: \$80,230	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 240 Persons Assisted
2	Blight Removal	2020	2025	Non-Housing Community Development	CRESTVIEW	Blight Removal	CDBG: \$55,790	Buildings Demolished: 10 Buildings
3	Planning and Administration	2020	2025	Planning & Administration	CRESTVIEW	Administration/Planning	CDBG: \$34,005	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facility Improvements
	Goal Description	The public facility improvement goal will be met through funding provided to the Crestview Resource Center and Crestview Manor.

2	Goal Name	Blight Removal
	Goal Description	Under this goal, funding will be used to assist in the elimination of blight and deterioration of properties through the removal of unsafe conditions, and by enhancing the appearance and conditions of structures.
3	Goal Name	Planning and Administration
	Goal Description	Under this goal, funding will be used to provide the planning and administrative support functions to carry out the programs and projects of the Annual Action Plan.

Projects

AP-35 Projects – 91.220(d)

Introduction

This City of Crestview's FY 2022-23 activities were developed fully utilizing the citizen participation process. The program was advertised and applications for funding were received. City staff reviewed the applications and presented them to the Citizen's Advisory Committee (CAC) before presenting the Annual Action Plan to City Council for final approval. The following projects were approved for FY 2022-2023:

Projects

#	Project Name
1	Planning & Administration
2	Crestview Resource Center
3	City of Crestview Community Development

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocations are prioritized to provide the greatest impact in the target areas. Projects were chosen for funding based on eligibility and impact. Community Redevelopment will be performed in all four LMI areas where there is a high level of code enforcement violations, or individual properties with code enforcement violations. The remaining projects were allocated based on eligibility and impact. As a third-year entitlement community with limited funding, the city currently has insufficient funding in comparison to the level of need in many areas. However, the city continues to identify community partners and resources.

AP-38 Project Summary
Project Summary Information

DRAFT

1	Project Name	Planning & Administration
	Target Area	CRESTVIEW
	Goals Supported	Planning and Administration
	Needs Addressed	Administration/Planning
	Funding	CDBG: \$31,517
	Description	The City of Crestview City Manager's office administers the CDBG program and is responsible for conducting all public hearings and meetings, advertising the report, advertising for and accepting applications, reviewing applications, administering funds to sub-grantees, preparing the Annual Action Plan each year, preparing the CAPER each year, and for preparing the Five-Year Consolidated Plan every five years, among other administrative duties. This project is eligible under 24CFR 570.206(a), Matrix Code: 20
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
2	Project Name	Crestview Resource Center
	Target Area	CRESTVIEW
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility Improvements
	Funding	CDBG: \$60,000
	Description	Purchase of items to upgrade the food pantry and perform building modifications to the resource center. This project is eligible under 24 CFR 570.201(c), National Objective: Low Mod Area benefit (LMA) Matrix Code: 03E
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	
3	Project Name	City of Crestview Community Development
	Target Area	CRESTVIEW
	Goals Supported	Blight Removal
	Needs Addressed	Blight Removal
	Funding	CDBG: \$66,067
	Description	The City of Crestview's low-and moderate-income target areas include many slum and blighted properties. Under this program, funding will be used to assist in the elimination of blight and deterioration of properties through the removal of unsafe conditions. 100% of funding for this program is anticipated to be used within the LMI target areas. This project is eligible under 24 CFR Part 570.201(d), National Objective: Elimination of Slums and Blight, Matrix Code 04.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All CDBG funding will be used to benefit eligible activities within the city limits of Crestview. The designated LMI areas are:

Census Tract: 020600, Census Block Group: 1, Low/Mod Percentage: 62.22%

Census Tract: 020700, Census Block Group: 1, Low/Mod Percentage: 74.29%

Census Tract: 020500, Census Block Group: 3, Low/Mod Percentage: 53.96%

Census Tract: 020500, Census Block Group: 4, Low/Mod Percentage: 96.32%

A map of the geographic areas of Crestview, including the designated LMI areas above is included in the AD-26 administration section of this plan.

Geographic Distribution

Target Area	Percentage of Funds
CRESTVIEW	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All funding will be allocated within LMI areas to maximize impact. Community Redevelopment is needed in all four areas due to the amount of blighted and unsafe structures within them. There was only one external applicants for funding under this plan. That applicant is located within a LMI area.

Discussion

The City of Crestview's designated LMI areas accurately represent the community needs. Funding will be targeted in those areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Affordable housing will not be directly addressed during this annual action plan.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The city is not currently carrying out affordable housing activities due to insufficient funding, but will continue attempts to identify affordable housing needs, resources, and possible partnerships for future activities.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Crestview will not address public housing needs directly with CDBG funding in FY21-22.

Actions planned during the next year to address the needs to public housing

The City of Crestview will not address public housing needs directly with CDBG funding in FY 21-22, but will instead support Crestview Housing Authority in future projects if requested.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

There are no city-planned planned activities to encourage public housing residents to become more involved in management and participate in homeownership in FY 2021-22.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The city does not provide direct homeless services but collaborates with HHA and the Advisory Committee to ensure the provision of services is comprehensive and adequate for the jurisdiction.

The Crestview Area Homeless Advisory Council (CAHAC) is comprised of several community leaders that represent all sectors of the city. The city implemented the Crestview Area Homeless Advisory Council in 2019. The council consists of representatives from city council, Board of County Commissioners, HHA, Crestview Area Shelter for the Homeless, Crestview Chamber of Commerce, and Crestview Police Department. The goals of the council are to identify the number of persons experiencing homelessness in the city, inventory all available resources, create gaps analysis, develop strategic plan, and implement strategies. The council meets monthly.

The City of Crestview's action plan outlines goals and strategies to be implemented in accordance with requirements of the broader Consolidated Plan. The city coordinated with HHA and the CAHAC to develop needs and establish strategies to address those needs. This collaboration has developed an effective systemic approach to homelessness that will fill jurisdictional gaps in services. The city continues to assist in the development of strategic solutions to homelessness that reduce costs to the community and reduces homelessness. Although the city does not directly provide services to homeless households the city works with the local Continuum of Care (CoC) and other service providers that cover our jurisdiction for the provision of services. Under this category, the city will not undertake these activities but will support several operating agencies that are providing valuable services to prevent homelessness and to assist those who are already homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city will support HHA's efforts to identify and engage each person experiencing homelessness in order to quantify the unmet needs in the area and begin the process of connecting homeless households to services and housing. HHA utilizes the data collected from outreach, shelters, and coordinated entry system to determine if Crestview has sufficient resources to address the needs of those experiencing homelessness in the jurisdiction.

Addressing the emergency shelter and transitional housing needs of homeless persons

The CoC Annual Action Plan has an objective of providing immediate access to low-barrier emergency shelter or other temporary accommodations to all who need it. The goals include:

1. Increase access to stable and affordable housing. The city is aware of the affordable housing shortage and shortage of property owners willing to accept HUD housing vouchers and tenants with a history of homelessness. The CoC has multiple committees working on addressing the issue. The CoC uses Housing First and other evidence-based best practices to expedite housing for persons experiencing homelessness. The city's goal is to support the effort to increase housing availability for special needs populations and extremely low-income households. This goal also includes increasing the number of shelter beds available in the area and the amount of funding for supportive housing programs. The CoC was able to expedite housing for persons that were staying in shelters much more quickly versus the lengthy process of housing persons that are unsheltered.
2. Provide access to low-barrier emergency shelter. The objective is to be able to provide high-quality, housing-focused shelter or temporary accommodations for those living in unsafe situations, including those fleeing domestic violence and human trafficking, and those living in unsheltered locations.
3. Improve access to emergency assistance, housing, and supports for historically underserved and overrepresented groups, such as youth who have been involved in the juvenile justice system or child welfare system, people who have been sexually exploited or labor-trafficked, people who identify as LGBTQ, people with HIV/AIDS, youth that are pregnant or parenting, people with mental health needs, and racial and minority groups.
4. Utilize transitional housing vouchers for motel stays and other temporary accommodations available through the Managing Entity and other area providers to transition participants that have a housing stability plan and an exit to housing date, when appropriate.
5. Increase the availability of medical respite beds to allow hospitals to discharge participants experiencing homelessness to discharge people with complex health needs to medical respite beds that can help stabilize their health conditions and assist them to access or return to safe housing. The CoC has not found a facility to meet this need and currently utilizes hotel/motel vouchers to meet this need.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC Annual Action Plan includes an objective to implement coordinated entry to standardize assessment and prioritization processes and streamline connections to housing and services. The goals include:

1. To reduce the length of time a household experiences homelessness using coordinated entry, street outreach teams, support services, and housing navigation.

2. Support the implementation of strong coordinated entry processes that provide effective, low-barrier, comprehensive, and coordinated access to housing and services programs.
3. Develop and strengthen best practices in population-specific coordinated entry strategies and processes.
4. Support rural and suburban areas to implement effective, regionally specific coordinated entry processes.
5. Expand access to new and existing affordable housing for people experiencing homelessness.
6. Connect people to rapid re-housing.
7. Connect people with the most intense needs to permanent supportive housing.
8. Link people experiencing unsheltered homelessness to housing and services solutions.
9. Expand the supply and increase access to rental housing subsidies and other affordable housing options.
10. Encourage increased use of health, behavioral health, TANF, workforce, early childhood education, K-12 and higher education supports, and child welfare programs.
11. Encourage a wide range of programs to develop or strengthen partnerships with coordinated entry processes and to implement effective practices for referrals between systems.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

To ensure that individuals and families do not return to homelessness, it will be necessary to strengthen partnerships with, and connections to, a larger array of federal, state, local, and private programs that serve low-income households, including programs that: advance education and employment opportunities and support upward economic mobility; provide connections to health and behavioral health care services; and link people to a range of other programs and systems that support strong and thriving communities, such as quality child care, schools, family support networks, and other resources.

Discussion

In addition to the sections above, the city will assist with housing and supportive service actions for non-homeless special needs persons including the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, and public housing residents. by identifying federal, state, local, and private programs and agencies that will support those actions. As a new entitlement community this is an ongoing effort.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's Community Redevelopment Agency (CRA) encourages the private sector in their effort to secure additional public and private funds for affordable housing, community and economic development. No CDBG funds are allocated to provide homeless with affordable housing; however, Applicants for these programs are also advised of the rehabilitation services of the Okaloosa County Development Corporation, which also provides housing and rehabilitation services through the State Housing Initiative Partnership (SHIP) program and the HOME Investment Partnership Program.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The city is currently revising the Land Development Code and has been working diligently to streamline processes and procedures for community development. These actions are not funded through the CDBG program, but address barriers to affordable housing.

Discussion:

The LDC revisions, along with policy and procedure changes will greatly impact barriers to affordable housing by streamlining processes to assist developers in these projects.

AP-85 Other Actions – 91.220(k)

Introduction:

The primary target of activities funded by the CDBG program is improvement of living conditions for low- to moderate-income persons. The activities are focused on assisting persons in the community to obtain and maintain suitable housing and adequate living standards in stable or improving neighborhoods. The activities included in the Consolidated Plan are designed to overcome obstacles and meet the underserved needs of low- and moderate-income persons. Housing program activities for improvement of occupied housing, expansion of decent and attractive affordable housing stocks, and assistance to persons to enable them to live in decent and sustainable housing are direct methods to improve living conditions. Activities that improve infrastructure, improve the quality of life and raise the standard of living for all of the people in the neighborhood served by the infrastructure. Public services and facilities that meet community needs, particularly for the young and the elderly, provide a means by which persons may receive needed services and benefits that will enable them to live decently; and, in the case of children, develop the future capability to provide for themselves.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved housing and community development needs of the City is available funding, which is shrinking each year. Demand for assistance exceeds the supply of available resources. The number of lower income individuals, families, and neighborhoods in need, coupled with the complexity of issues they face is steadily increasing in both scale and cost. The combination of these factors places substantial new burdens on an already strained housing and community development delivery system.

The City plans to undertake activities to address obstacles to meeting underserved needs by funding the non-profit sub-recipient organizations previously identified.

Actions planned to foster and maintain affordable housing

The City will continue to work with establishing public/private partnerships intended to increase the opportunity for the development of affordable housing.

Actions planned to reduce lead-based paint hazards

The City tests proposed rehabilitation projects for lead-based paint, provides the required remedial action, and provides information to homeowner.

The City's programs continue to include lead-based paint hazard education. The city provides copies of the booklet "Protect Your Family from Lead in Your Home". Each unit that will undergo painting and/or re-roofing will be evaluated for the presence of lead-based paint. If such hazards are determined to

exist, the city will hire a certified consultant to remove the paint to the extent possible and repair the surface.

Actions planned to reduce the number of poverty-level families

The city does not plan to undertake activities which will reduce the number of poverty level families, develop institutional structure, and enhance coordination between public and private housing and social services agencies.

Actions planned to develop institutional structure

The City funds services to extremely low, low-, and moderate-income families through non-profit organizations who provide services to these families. Funding may be sought by these organizations through an application process during the formation of the annual program. Funding for Public Service programs is highly competitive due to limited funds and an abundance of need. Therefore, the city has not solicited projects which target specific needs.

Actions planned to enhance coordination between public and private housing and social service agencies

The city does not plan to undertake activities which will reduce the number of poverty level families, develop institutional structure, and enhance coordination between public and private housing and social services agencies.

Discussion:

The City plans to undertake activities to address obstacles to meeting underserved needs by funding the non-profit sub-recipient organizations previously identified.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



City of Crestview

Summary of Citizen Participation Comments and Public Notices for the 2022-2023 CDBG Annual Action Plan

Section I

Citizen Participation/Comments

Citizens' comments on the use of CDBG funds are specifically solicited by a way of a citizen advisory group. The Citizen's Advisory Committee (CAC) advises staff on the use of the City of Crestview's annual CDBG fund allocation. Each year, the Citizen's Advisory Committee (CAC) comes together to plan for the CDBG budget for the coming fiscal year. The CAC reviews all applications submitted for the City's annual allocation of grant funds. At least three advertised public hearings or meetings are held each year to address housing and community development needs, development of proposed activities, and review of performance for the Community Development Block Grant (CDBG). This year, the Citizen Advisory Committee met on July 21, 2022, to review applications and give their funding recommendations for the 2022-2023 year.

Public meeting: There were no public comments received during the public meeting

Citizen's Advisory Committee public meeting: There were no public comments received during the public Citizen's Advisory Committee meeting.

Newspaper ads: Newspaper ads ran during the creation and adoption of the Annual Action Plan; there were no public comments received due to the newspaper ads.

Public hearing: There were no public comments received during the public hearing.

Section II

Public Notices

CRESTVIEW
NEWSBulletin
SERVING NORTH OKALOOSA COUNTY

Published Weekly
7502 Harvest Village Court, Suite C
Navarre, Florida 32566
Okaloosa County
850-939-8040

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before the undersigned authority personally appeared

Gail Acosta

Who on oath says that she is Advertising Manager of the Crestview News Bulletin, a weekly newspaper published at Crestview in Okaloosa County, Florida; that the attached copy of advertisement, being a

CR1261

In the _____ Court
Was published in said newspaper in the issues of
5/19/22

Affiant further says that the said Crestview News Bulletin is a newspaper published at Crestview in said Okaloosa County, Florida, and that the said newspaper has heretofore been continuously published in said Okaloosa County, Florida, each week and has been entered as second class mail matter at the post office in Crestview, in Okaloosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

I (SWEAR) (AFFIRM) that the above information is true and correct to the best of my knowledge.

Gail Acosta
(Signature of Applicant)

Sworn to and subscribed before me this 19th Day of May
A.D. 2022

Bethany K Stafford
(Signature of Notary Public – State of Florida)



Personally know ☒ or produced identification _____

Type of Identification produced: _____

CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG)
DEADLINE TO SUBMIT
REQUEST FOR CDBG
FUNDING AND NOTICE OF
PUBLIC MEETING

The City of Crestview is preparing the 2022-2023 Community Development Block Grant Annual Action Plan and is accepting requests for funding until June 20, 2022, at 5:00 p.m. Requests should be submitted by email to CDBG@cityofcrestview.org, or in person at Crestview City Hall 198 N Wilson St, Crestview, FL 32536.

Application forms are available on the City of Crestview website www.cityofcrestview.org, or at City Hall at the address listed above.

A public input meeting will be held on Wednesday, June 15, 2022, at 5:00 PM in the City Council chambers, located at City Hall, 198 N Wilson Street, Crestview FL.

For more information, please email CDBG@cityofcrestview.org.

CR1261

May 19, 2022

Community Development Block Grant

cityofcrestview.org/615/Community-Development-Block-Grant

Create an Account - Increase your productivity, customize your experience, and engage in information you care about.

Sign In

Agendas & Minutes

Jobs

Utility Billing

- A public agency (e.g., a City department) or
- a nonprofit entity with current 501(c)(3) tax exempt status.
- Individuals and for-profit organizations are not eligible to apply.

CDBG projects must be designed to benefit low- and moderate income persons, aid in the prevention or elimination of slums and blight or address an urgent (emergency) community development need.

The City of Crestview does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

Announcements

2022-2023 CDBG Annual Action Plan

The City of Crestview is preparing the 2022-2023 CDBG Annual Action Plan, and is accepting requests for funding. The final deadline for submissions will be June 20, 2022 at 5:00 p.m. Requests should be submitted by email to CDBG@cityofcrestview.org, or at City Hall 198 N Wilson St., Crestview, FL 32536. Please click [here](#) for funding application.

A public input meeting will be held on Wednesday, June 15th 2022 at 5:00 p.m. in the City Council Chambers, located at City Hall.

For more information, please email CDBG@cityofcrestview.org

CRESTVIEW
NEWSBulletin
SERVING NORTH OKALOOSA COUNTY

Published Weekly
7502 Harvest Village Court, Suite C
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Okaloosa County
850-939-8040

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before the undersigned authority personally appeared

Gail Acosta

Who on oath says that she is Advertising Manager of the Crestview News Bulletin, a weekly newspaper published at Crestview in Okaloosa County, Florida; that the attached copy of advertisement, being a

CR1385

In the _____ Court

Was published in said newspaper in the issues of

7/14/22

Affiant further says that the said Crestview News Bulletin is a newspaper published at Crestview in said Okaloosa County, Florida, and that the said newspaper has heretofore been continuously published in said Okaloosa County, Florida, each week and has been entered as second class mail matter at the post office in Crestview, in Okaloosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

I (SWEAR) (AFFIRM) that the above information is true and correct to the best of my knowledge.

Isaie Acosta

(Signature of Applicant)

Sworn to and subscribed before me this 13th Day of July
A.D. 2022

B. Staff
(Signature of Notary Public – State of Florida)



Personally know ☒ or produced identification _____

Type of Identification produced: _____

**CITY OF CRESTVIEW
COMMUNITY
DEVELOPMENT BLOCK
GRANT (CDBG) NOTICE
OF PUBLIC HEARING
AND REVIEW PERIOD
FOR THE 2022-2023
ANNUAL ACTION PLAN**

The City of Crestview is in the process of preparing the 2022-2023 CDBG Annual Action Plan. The plan will be available for review and public comment at City Hall, 198 N Wilson St. Crestview, FL, and on the city's website, cityofcrestview.org, through August 15th, 2022. The CDBG Citizen's Advisory Committee will meet at City Hall on Thursday, July 21st at 5:30 PM. City Council will consider the proposed CDBG Annual Action Plan at their regularly scheduled meeting on August 8th, 2022, at 6:00 PM in the City Council Chambers, located at City Hall, 198 N Wilson St. Crestview, FL 32536.

For more information, or to officially comment on the plan, please contact CDBG@cityofcrestview.org, or call 850-682-1560 Ext. 205. Comments can also be sent in writing to Community Development Block Grant, Attn: Crista Shephard, City of Crestview, 198 N Wilson St, Crestview, FL 32536.

The City of Crestview does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

CR1385

July 14, 2022

Community Development Block Grant

cityofcrestview.org/615/Community-Development-Block-Grant

 **SCAM ALERT**

Scam Alert
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 Agendas & Minutes

 Jobs

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City of Crestview Department of Housing and Urban Development (HUD) under this program, lending will be used to provide one-time business grants of up to \$5,000.00.

The purpose of this program is to avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons. Business owners and/or affected employees must meet HUD LMI income eligibility.

[CDBG-CV Small Business Assistance Grant Program Policy](#)

[CDBG-CV Small Business Assistance Grant Program Application](#)

2021-2022 CDBG Annual Action Plan

The City of Crestview is in the process of preparing the 2021-2022 CDBG Annual Action Plan. The plan will be available for review and public comment from July 9th through August 9th, 2021. [Click here](#) for the draft plan. The plan will be available for review and public comment at City Hall, 198 N Wilson St. Crestview, FL, and on the city's website, cityofcrestview.org.

City Council will consider the proposed CDBG Annual Action Plan at their regularly scheduled meeting on August 9th, 2021, at 6:00 PM in the City Council Chambers, located at City Hall, 198 N Wilson St. Crestview, FL 32536.

For more information, or to officially comment on the plan, please contact CDBG@cityofcrestview.org, or call 850-682-1560 Ext. 205. Comments can also be sent in writing to Community Development Block Grant, Attn: Crista Shepherd, City of Crestview, 198 N Wilson St, Crestview, FL 32536.

The City of Crestview does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

Summary of Staff and CAC Recommendations for 2022-2023 CDBG Annual Action Plan Activities

Total FY 22-23 Allocation	\$157,584.00
Planning & Admin (20% of grant allocation)	\$31,516.80
Total available for funding other activities	\$126,067.20

2021-2022 CDBG Annual Action Plan Projects:

Applicant	Project Name	Requested Funding	Staff Recommended Funding	CAC Recommended Funding
First Church of God in Christ	Crestview Resource Center	\$140,000.00	\$60,000.00	
City of Crestview	Planning & Admin	\$31,516.80	\$31,516.80	
City of Crestview	City of Crestview Community Redevelopment	\$66,067.20	\$66,067.20	
	Total Requested Funding	\$237,584.00	\$157,584.00	\$0.00

*CDBG FY is different from city FY (this will be CDBG FY 2022-2023 & City FY 2023-2024)



Staff Report

CITY COUNCIL MEETING DATE: August 8, 2022

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 8/2/2022
SUBJECT: Annexation Fee Moratorium Extension

BACKGROUND:

Voluntary Annexation is the process of incorporating property, at the owners' request, into a city's jurisdictional boundary. The State has a number of requirements regarding the land that can be annexed, including contiguity to the City's boundary line, compactness, and service availability timelines.

DISCUSSION:

Previous fee moratoriums have proven to be successful at creating an opportunity for property owners to annex into the City. It provided unique opportunities to annex properties into the City that then developed or are planned to be developed. It also provided an opportunity to clean up some of the multiple enclaves that exist. Staff would like to continue to provide for these beneficial opportunities.

Potential increases in annual tax base revenue streams can serve to curtail any initial "out-of-pocket" expenditure from the City in its provision of staff time and public notice. We have seen a positive result from this waiver in its contribution to the reduction of the millage rate for the upcoming budget year.

This is the same request as the previous successful waivers.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Communication- To engage, inform and educate 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

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

Financial impact is dependent upon the number of voluntary annexation applications submitted within the specified moratorium time frame.

Staff review indicated approximately 10 hours of staff time required for each annexation, and the cost of public notice, which could total approximately \$1,000.00. When considering the benefits of annexation and the potential tax revenue, especially in areas where City services are currently available, the return on initial investment could be seen as soon as the first year following the annexation.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 2022-20.

Attachments

None

RESOLUTION: 2022- 20

A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING THE COMPREHENSIVE FEE SCHEDULE, PROVIDING FOR A SIX-MONTH WAIVER PERIOD FOR THE COLLECTION OF ANNEXATION APPLICATION FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the imposition of voluntary annexation application fees is a product of the City of Crestview's home rule power; and

WHEREAS, the City Council of the City of Crestview finds that the collection of voluntary annexation application fees is an important measure which ensures that staff time and the necessary Public Notices are provided for in an equitable manner; and

WHEREAS, the City Council of the City of Crestview finds that voluntary annexation into the City is both a benefit to the applicant and to the Citizens of Crestview; and

WHEREAS, the City Council of the City of Crestview finds that the current voluntary annexation application fee may be over burdensome on those citizens wishing to be annexed into the City; and

WHEREAS, the City Council of the City of Crestview finds that a six-month waiver of the collection of voluntary annexation application fees will continue to provide an opportunity for applicants to annex their properties into the City of Crestview without the burden of the fee.

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

SECTION 1 – AUTHORITY. The authority for enactment of this resolution is Section 166.021 and Section 163.31801, Florida Statutes and Article I, Section 2 of the City Charter.

SECTION 2. That the Comprehensive Fee Schedule; Planning and Zoning; Local Planning application, administrative and processing fees, is hereby amended to read as follows:

Voluntary annexation into the city	10 acres or less: \$1,200.00 – Resolution 2022-9	
	includes comp plan amendment and rezoning.	<u>Resolution 2022-20</u>
	More than 10 acres:	
	\$1,200.00 plus \$10 per acre	<u>Moratorium effective for 6 months</u>
	or fraction thereof –	<u>beginning September 1, 2022 and ending</u>
	includes comp plan amendment and rezoning.	<u>on March 1, 2023. The waiver shall be</u>
	All costs included.	<u>applied to all applicable Annexation,</u>
		<u>Comprehensive Plan Amendment, and</u>
		<u>Zoning Change applications, being</u>
		<u>annexed into the City of Crestview. This</u>
		<u>fee waiver is only applicable to those</u>
		<u>applications for annexation as described</u>

above and shall not be applied to Comprehensive Plan Amendments or Zoning Change applications absent an annexation application for the same property(s). The waiver shall not be applied retroactively to any application for annexation, nor shall it apply to any annexation application that was voluntarily cancelled within 180 days of the effective date of this section.

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

SECTION 4 – REPEALER. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED IN REGULAR SESSION THIS 8th DAY OF AUGUST, 2022.

APPROVED:

J. B. WHITTEN
Mayor

ATTEST:

MARYANNE SCHRADER
City Clerk



Staff Report

CITY COUNCIL MEETING DATE: August 8, 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: 8/3/2022
SUBJECT: Final Plat - Shoal River Landing Phase 2B

BACKGROUND:

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

Construction plans and preliminary plat were previously reviewed and approved by the City Council on January 14, 2019, based on staff and Planning and Development Board (PDB) recommendation.

DISCUSSION:

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

The final plat for this review is regarding Phase 2B of the subdivision, encompassing 24.62 acres and 60 lots shown on the original preliminary plat. This plat will require a signature from the Mayor.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Community Character- Promote desirable growth with a hometown atmosphere

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests approval of the final plat.

Attachments

1. 220053.04 Shoal River Landing Phase 2B Plat (07-26-22)
2. Shoal River Landing Restrictions and Covenants
3. Second Amendment to Declaration - Shoal River (Annexing 2B)(8020586.1)

SHOAL RIVER LANDING PHASE 2B

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

PLAT BOOK _____, PAGE _____.

APPROVAL OF CITY COUNCIL

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

MAYOR

ATTEST BY: CITY CLERK

CITY CLERK VERIFICATION

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

CITY CLERK

CITY ENGINEER'S CERTIFICATE

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

APPROVED: CITY ENGINEER, CITY OF CRESTVIEW

DATE

COMMUNITY DEVELOPMENT SERVICES MANAGER

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

COMMUNITY DEVELOPMENT SERVICES MANAGER

LOCAL PLANNING AGENCY

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE LOCAL PLANNING AGENCY OF THE CITY OF CRESTVIEW, FLORIDA, AND WAS APPROVED BY THEM ON THE ____ DAY OF _____, 2022.

LPA CHAIRMAN OR LPA VICE CHAIRMAN

COUNTY SURVEYOR:

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

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

CERTIFICATION BY TAX COLLECTOR:

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

BEN ANDERSON, TAX COLLECTOR, OKALOOSA COUNTY, FLORIDA

CLERK'S CERTIFICATE OF RECORDING:

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

IN PLAT BOOK _____ PAGE _____.

JD PEACOCK II
CLERK OF THE CIRCUIT COURT

SURVEYOR'S CERTIFICATE:

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

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

Prepared: May 2022

PREPARED BY:

Gustin, Cothern & Tucker, Inc.

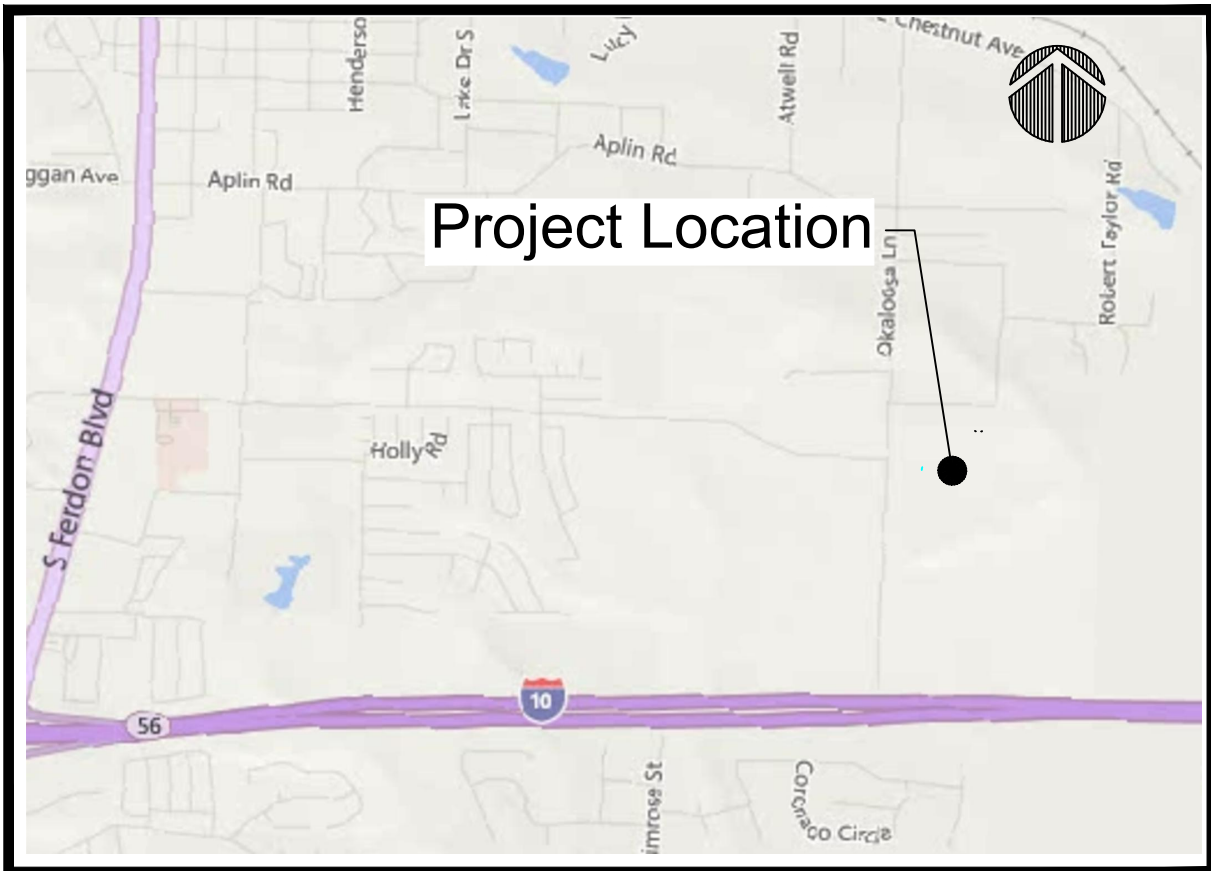
Land Surveying

121 Hart Street Niceville, FL 32578 (850) 678-5141

SHOAL RIVER LANDING PHASE 2B

SHEET 1 OF 4

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



VICINITY MAP (NOT TO SCALE)

DEDICATION:

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

68V SHOAL RIVER (FL) 2019, LLC HEREBY REQUESTS THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

68V SHOAL RIVER (FL) 2019, LLC

NATHAN COX
MANAGER

WITNESS

WITNESS

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF BALDWIN

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

NOTARY PUBLIC, STATE OF ALABAMA, COUNTY OF BALDWIN

MY COMMISSION EXPIRES: _____

CONSENT AND JOINDER OF MORTGAGEE

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

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

JOE EVERSON, ASSISTANT VICE PRESIDENT

WITNESS

WITNESS

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____

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

NOTARY PUBLIC, STATE OF _____, COUNTY OF _____

MY COMMISSION EXPIRES: _____

CONSENT AND JOINDER OF MORTGAGEE

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

HANCOCK WHITNEY BANK, A MISSISSIPPI STATE CHARTERED BANK

BY: _____

NAME: _____

WITNESS

AS ITS: _____

WITNESS

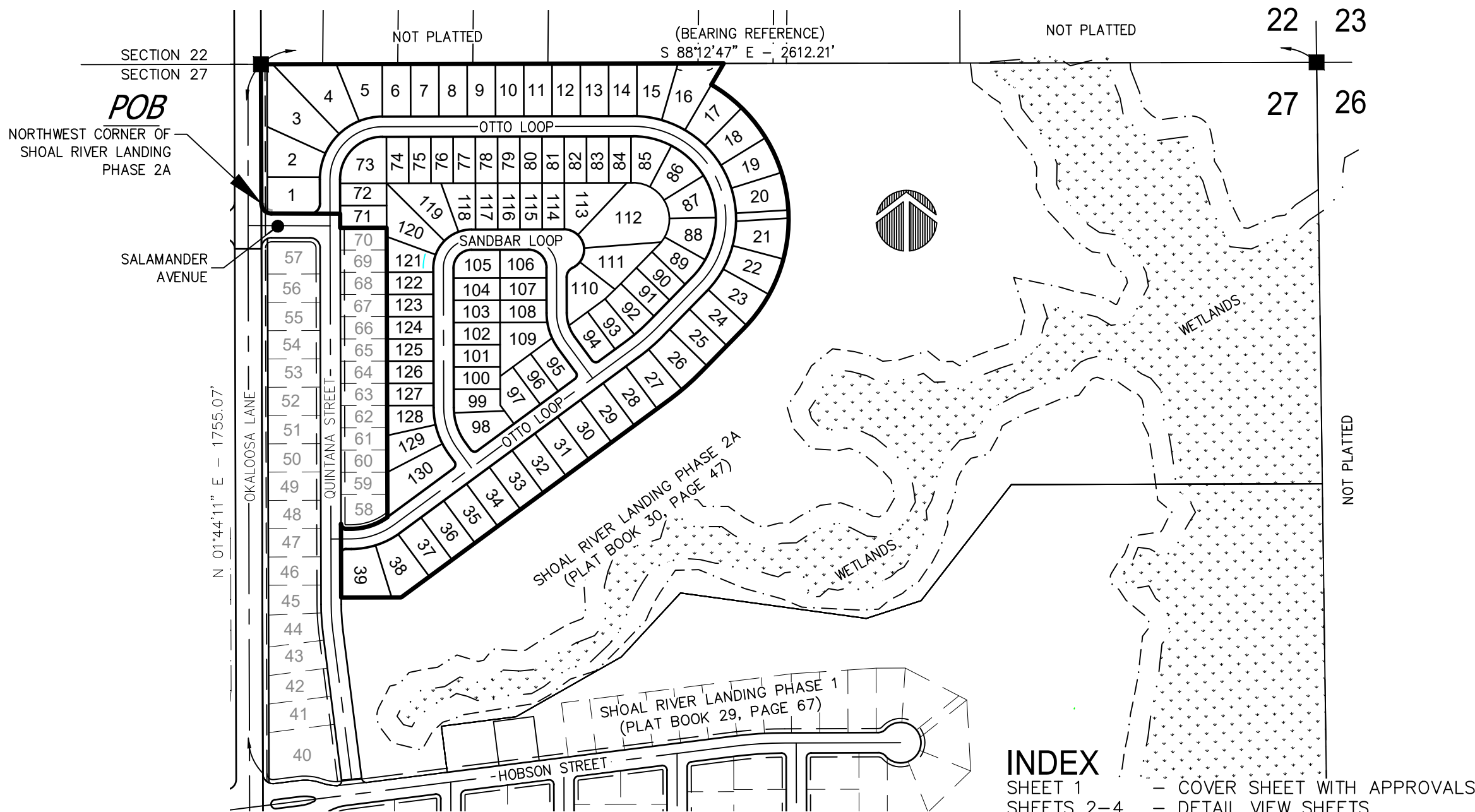
ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____

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

NOTARY PUBLIC, STATE OF _____, COUNTY OF _____

MY COMMISSION EXPIRES: _____



OVERALL VIEW (NOT TO SCALE)

LEGAL DESCRIPTION (AS WRITTEN):

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA, LYING NORTHERLY AND WESTERLY OF SHOAL RIVER LANDING PHASE 2A (PLAT BOOK _____, PAGE _____), AND LYING EAST OF OKALOOSA LANE; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF THE AFORESAID SHOAL RIVER LANDING PHASE 2A LYING ON THE EAST RIGHT-OF-WAY LINE OF OKALOOSA LANE (66 FOOT WIDE RIGHT-OF-WAY); THENCE N 01°44'11" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 344.48 FEET TO THE CONCRETE MONUMENT (L.B. 3501) MARKING ITS INTERSECTION WITH THE NORTH LINE OF THE AFORESAID SECTION 27; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 88°12'47" E ALONG SAID NORTH SECTION-LINE, A DISTANCE OF 1145.08 FEET TO A NORTHWESTERLY CORNER OF THE AFORESAID PHASE 2A; THENCE ALONG THE WESTERLY AND NORTHWESTERLY LINES OF SAID PHASE 2A, THE FOLLOWING SIX (6) CALLS:

- 1) DEPARTING SAID SECTION-LINE, PROCEED S 32°06'56" W, A DISTANCE OF 61.04 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 385.00 FEET;
- 2) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 104°07'12", AN ARC DISTANCE OF 699.64 FEET, (CHORD BEARING = S 05°49'28" E, CHORD = 607.26 FEET), TO THE POINT OF TANGENCY OF SAID CURVE;
- 3) S 46°14'08" W, A DISTANCE OF 152.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 635.00 FEET;
- 4) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°15'46", AN ARC DISTANCE OF 102.66 FEET, (CHORD BEARING = S 50°52'01" W, CHORD = 102.54 FEET), TO THE POINT OF TANGENCY OF SAID CURVE;
- 5) S 55°29'53" W, A DISTANCE OF 825.84 FEET;
- 6) N 88°15'49" W, A DISTANCE OF 148.29 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF QUINTANA STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PHASE 2A, THE FOLLOWING NINE (9) CALLS:
- 1) N 01°44'11" E, A DISTANCE OF 182.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.00 FEET;
- 2) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET, (CHORD BEARING = S 43°15'49" E, CHORD = 16.97 FEET), TO THE POINT OF TANGENCY OF SAID CURVE;
- 3) S 88°15'49" E, A DISTANCE OF 13.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 155.00 FEET;
- 4) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°28'58", AN ARC DISTANCE OF 95.99 FEET, (CHORD BEARING = N 73°59'42" E, CHORD = 94.46 FEET);
- 5) N 01°44'11" E, A DISTANCE OF 715.96 FEET;
- 6) N 88°15'49" W, A DISTANCE OF 115.00 FEET;
- 7) N 01°44'11" E, A DISTANCE OF 34.98 FEET;
- 8) N 87°55'55" W, A DISTANCE OF 170.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET;
- 9) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°17'31", AN ARC DISTANCE OF 38.96 FEET, (CHORD BEARING = N 43°17'10" W, CHORD = 35.14 FEET) TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID OKALOOSA LANE AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 24.62 ACRES, MORE OR LESS.

TITLE CERTIFICATION:

THE UNDERSIGNED TITLE EXAMINER, AS A COMMERCIAL EXAMINER FOR ALLIANT NATIONAL TITLE INSURANCE COMPANY, A TITLE INSURER LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT THE LANDS AS DESCRIBED AND SHOWN ON THE PLAT ARE IN THE NAME OF, AND APPARENT RECORD TITLE IS HELD BY 68V SHOAL RIVER (FL) 2019, LLC AND OKALOOSA COUNTY BCC; AND THAT ALL TAXES HAVE BEEN PAID ON SAID PROPERTY AS REQUIRED BY SECTION 197.192, FLORIDA STATUTES, AS AMENDED; AND THE OFFICIAL RECORD BOOK AND PAGE NUMBER OF ALL MORTGAGES, LIENS, OR OTHER ENCUMBRANCES AGAINST THE LAND, AND THE NAMES OF ALL PERSON HOLDING AN INTEREST IN SUCH MORTGAGE, LIEN OR ENCUMBRANCE ARE AS FOLLOWS:

A. MORTGAGE EXECUTED BY 68V SHOAL RIVER (FL) 2019, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF HANCOCK WHITNEY BANK, A MISSISSIPPI STATE CHARTERED BANK, DATED AUGUST 29, 2019 AND RECORDED ON SEPTEMBER 11, 2019 IN OFFICIAL RECORDS BOOK 3418, PAGE 2071, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

B. MORTGAGE AND SECURITY AGREEMENT EXECUTED BY 68V SHOAL RIVER (FL) 2019, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF D.R. HORTON, INC., A DELAWARE CORPORATION, DATED AUGUST 29, 2019 AND RECORDED ON SEPTEMBER 11, 2019 IN OFFICIAL RECORDS BOOK 3418, PAGE 2322, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

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

CERTIFICATION MADE ON THE ____ DAY OF _____, 2022.

TENA B. BROWNE
ALLIANT NATIONAL TITLE INSURANCE COMPANY
COMMERCIAL EXAMINER

SURVEYOR'S NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 61G17-6 OF THE FLORIDA STATUTES.
2. BEARING SHOWN HEREON WERE REFERENCED TO THE NORTH LINE OF SECTION 27, SAID LINE BEARING S 88°12'47" E, AS SHOWN AND ESTABLISHED ON FLORIDA STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
3. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC.
4. CAPTIONS WHICH APPEAR OUTSIDE THIS PHASE OF THE SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THIS SUBDIVISION PHASE IS INTENDED OR IMPLIED.
5. LINES EXTENDING FROM CURVED LINES ARE RADIAL UNLESS OTHERWISE SHOWN.
6. UNDERGROUND ENCROACHMENTS, IF ANY, NOT LOCATED EXCEPT AS SHOWN HEREON.
7. L1 DENOTES LINE NUMBER 1 AND CORRESPONDING LINE DATUM AS SHOWN IN THE LINE TABLE.
8. C1 DENOTES CURVE NUMBER 1, CORRESPONDING CURVE DATUM AS SHOWN IN THE CURVE TABLE AND DISTANCES. SHOWN ALONG CURVED LINES ARE ARC LENGTHS.

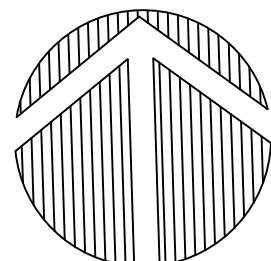
SHOAL RIVER LANDING PHASE 2B

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

PLAT BOOK _____, PAGE _____

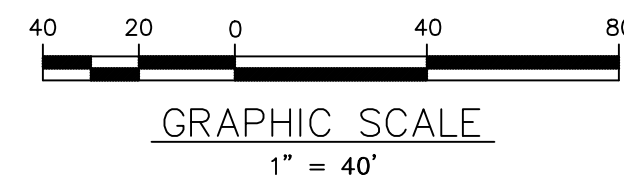
Building Setbacks

FRONT: 25'
REAR: 25'
SIDE: 7.5'
*CORNER: 15'/25'



NORTH

*CORNER SETBACKS (SIDE SETBACKS AT CORNERS AS DESIGNATED) ARE 15 OR 25 FEET, UNLESS OTHERWISE NOTED. PLEASE REFER TO LOTS 1, 39, 94-95, 98, 105, 106, 110 AND 130.



Legend:

- = SET 1/2" CAPPED IRON ROD, L.B. #3501
- ◐ = (PRM) SET 1/2" CAPPED IRON ROD, L.B. #3501
- ⊙ = (PCP) SET NAIL AND DISK, L.B. #3501
- ⦿ = (FND) FOUND NAIL AND DISK, L.B. #3501
- PRM = PERMANENT REFERENCE MONUMENT
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- No. OR # = NUMBER
- R/W = RIGHT OF WAY
- C/L = CENTERLINE
- (°) = DEGREES
- (') = MINUTES OR FEET
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- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- No. OR # = NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- FCM = FOUND CONCRETE MONUMENT
- FND = FOUND NAIL AND DISK
- L.B. = LAND SURVEYING BUSINESS
- R = RADIUS
- A = ARC LENGTH
- CA OR D = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD
- B.S.L. = BUILDING SETBACK LINE
- C1-C9 = CURVE & LETTER TO CURVE TABLE
- L1-L2 = LINE & NUMBER TO LINE TABLE

CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C3	38.96'	25.00'	89°17'31"	N 43°17'10" W	35.14'
C4	39.41'	25.00'	90°19'54"	S 46°54'08" W	35.46'
C8	18.85'	12.00'	90°00'00"	N 79°30'07" W	16.97'
C9	63.25'	100.00'	36°14'17"	N 16°22'58" W	62.20'
C10	28.37'	25.00'	65°00'41"	N 34°14'31" E	26.87'
C11	70.65'	45.00'	89°56'58"	S 43°14'18" E	63.61'
C12	18.85'	12.00'	90°00'00"	S 107°29'33" W	16.97'
C14	70.73'	45.00'	90°03'02"	N 46°45'42" E	63.67'
C16	48.87'	455.00'	06°09'15"	S 49°18'45" W	48.85'
C17	24.69'	455.00'	03°06'31"	S 53°56'38" W	24.68'
C18	31.31'	100.00'	17°56'29"	N 25°31'52" W	31.19'
C19	31.93'	100.00'	18°17'48"	N 07°24'43" W	31.80'
C20	23.56'	50.00'	26°39'53"	N 53°14'55" E	23.34'
C21	36.88'	50.00'	42°15'46"	N 18°37'06" E	36.05'
C22	36.88'	50.00'	42°15'46"	N 23°38'41" W	36.05'
C23	36.37'	50.00'	41°40'32"	N 65°36'50" W	35.57'
C24	1.54'	50.00'	01°45'42"	N 87°19'57" W	1.54'
C25	32.83'	95.00'	19°47'54"	S 81°53'15" W	32.66'
C26	41.83'	95.00'	25°13'37"	S 59°22'30" W	41.49'
C27	40.78'	95.00'	24°35'47"	S 34°27'48" W	40.47'
C28	33.87'	95.00'	30°24'44"	S 115°70'33" W	33.65'
C32	23.37'	150.00'	08°55'32"	S 02°43'35" E	23.34'
C33	40.48'	150.00'	15°27'43"	S 14°55'12" E	40.36'
C34	31.03'	150.00'	11°51'03"	S 28°34'35" E	30.97'
C40	30.96'	505.00'	03°30'47"	N 53°44'30" E	30.96'
C41	50.68'	505.00'	05°44'58"	N 49°06'37" E	50.65'
C52	61.79'	255.00'	13°52'58"	N 78°56'03" W	61.64'
C53	10.40'	255.00'	02°20'15"	N 87°02'40" W	10.40'
C54	59.00'	155.00'	21°48'39"	S 80°52'53" W	58.65'
C55	59.00'	155.00'	21°48'39"	S 59°04'14" W	58.65'
C56	59.00'	155.00'	21°48'39"	S 37°15'34" W	58.65'
C57	61.31'	155.00'	22°39'53"	S 15°01'18" W	60.91'
C58	5.28'	155.00'	01°57'11"	S 02°42'46" W	5.28'
C59	10.14'	25.00'	23°14'48"	N 76°18'28" W	10.07'
C60	28.82'	25.00'	68°72'43"	N 31°59'47" W	27.25'
C65	8.24'	90.00'	05°14'36"	N 43°36'50" E	8.23'
C66	15.35'	90.00'	09°46'13"	N 36°06'25" E	15.33'
C67	47.75'	90.00'	30°23'52"	N 16°01'22" E	47.19'
C68	48.15'	90.00'	30°39'12"	N 14°30'10" W	47.58'
C69	48.15'	90.00'	30°39'12"	N 45°09'21" W	47.58'
C70	43.56'	90.00'	27°43'50"	N 74°20'52" W	43.14'

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Prepared: May 2022

PREPARED BY:

Gustin, Cothorn & Tucker, Inc.
Land Surveying

121 Hart Street Niceville, FL 32578 (850) 678-5141

SHOAL RIVER LANDING PHASE 2B

SHEET 2 OF 4

C:\TEMP\1986c6c-57d6-414c-b0d1-4725872a99a\Survey Projects\2022\220053 SHOAL RIVER LANDING Ph. 2\02 Phase 2B PLAT\CAD\220053.04 Shoal River Landing Phase 2B Plat.dwg

2/18/2022 BWSE

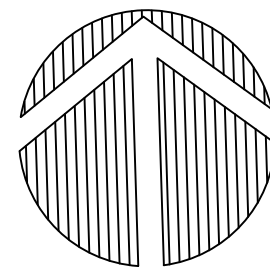
SHOAL RIVER LANDING PHASE 2B

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

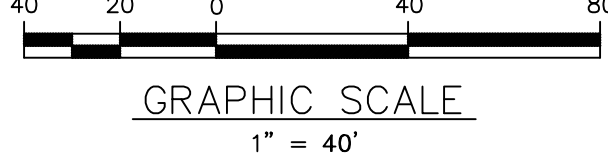
PLAT BOOK _____, PAGE _____

Building Setbacks

FRONT: 25'
REAR: 25'
SIDE: 7.5'
*CORNER: 15'/25'



NORTH



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Legend:

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- ◉ = (PRM) SET 1/2" CAPPED IRON ROD, L.B. #3501
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CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C8	18.85	12.00	90°00'00"	N 79°30'01" W	16.97
C9	63.25	100.00	36°14'17"	N 18°22'58" W	62.20
C10	28.37	25.00	65°00'41"	N 34°14'31" E	26.87
C11	70.65	45.00	89°56'58"	S 43°14'18" E	63.61
C12	18.85	12.00	90°00'00"	S 10°29'53" W	16.97
C15	53.72	205.00	15°00'49"	S 38°43'43" W	53.56
C16	48.87	455.00	06°09'15"	S 49°18'45" W	48.85
C17	24.69	455.00	03°06'51"	S 53°56'38" W	24.68
C18	31.31	100.00	17°56'29"	N 25°31'52" W	31.19
C19	31.93	100.00	18°17'48"	N 07°24'43" W	31.80
C20	23.56	50.00	26°59'53"	N 53°14'55" E	23.34
C21	36.88	50.00	42°15'46"	N 18°37'06" E	36.05
C22	36.88	50.00	42°15'46"	N 23°38'41" W	36.05
C23	36.37	50.00	41°40'32"	N 65°36'50" W	35.57
C24	1.54	50.00	01°45'42"	N 87°19'51" E	1.54
C32	23.37	150.00	08°55'32"	S 02°43'35" E	23.34
C33	40.48	150.00	15°27'43"	S 14°55'12" E	40.36
C34	31.03	150.00	11°51'03"	S 28°34'35" E	30.97
C40	30.96	505.00	03°30'47"	N 53°44'30" E	30.96
C41	50.68	505.00	05°44'58"	N 49°06'37" E	50.65
C42	5.61	255.00	01°15'39"	N 45°36'18" E	5.61
C43	62.79	255.00	14°06'30"	N 37°55'14" E	62.63
C44	62.79	255.00	14°06'30"	N 23°48'44" E	62.63
C45	61.02	255.00	13°42'41"	N 09°54'09" E	60.88
C46	20.02	255.00	04°29'54"	N 00°47'52" E	20.02
C47	62.79	255.00	14°06'30"	N 08°30'20" W	62.63
C48	62.79	255.00	14°06'30"	N 22°36'50" W	62.63
C49	62.79	255.00	14°06'30"	N 36°43'20" W	62.63
C50	62.79	255.00	14°06'30"	N 50°49'50" W	62.63
C51	62.79	255.00	14°06'30"	N 64°56'19" W	62.63
C52	61.79	255.00	13°52'58"	N 78°56'03" W	61.64
C53	10.40	255.00	02°20'15"	N 87°02'40" W	10.40
C61	20.01	385.00	02°58'40"	S 00°02'15" W	20.01
C62	8.47	385.00	01°15'39"	S 45°36'18" W	8.47
C63	63.72	635.00	02°44'58"	S 49°06'37" W	63.69
C65	8.24	90.00	05°14'36"	N 43°36'50" E	8.23
C66	15.35	90.00	09°46'13"	N 36°06'25" E	15.33
C67	47.75	90.00	30°23'52"	N 16°01'22" E	47.19
C68	48.15	90.00	30°39'12"	N 14°30'10" W	47.58
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C70	43.56	90.00	27°43'50"	N 74°20'52" W	43.14

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Prepared: May 2022

PREPARED BY:

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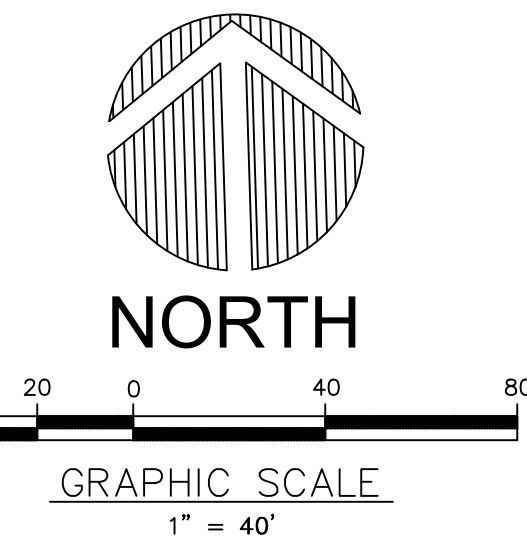
SHOAL RIVER LANDING PHASE 2B

SHEET 3 OF 4

SHOAL RIVER LANDING PHASE 2B

PLAT BOOK _____, PAGE _____

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



Building Setbacks

FRONT: 25'
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*SIDE: 7.5'
*CORNER: 15'/25'

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- C/L = CENTERLINE
- (°) = DEGREES
- (') = MINUTES OR FEET
- (") = SECONDS
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- No. OR # = NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- FCM = FOUND CONCRETE MONUMENT
- FND = FOUND NAIL AND DISK
- L.B. = LAND SURVEYING BUSINESS
- R = RADIUS
- A = ARC LENGTH
- CA OR D = DELTA ANGLE
- CB = CHORD BEARING
- C = CHORD
- B.S.L. = BUILDING SETBACK LINE
- C1-C9 = CURVE & LETTER TO CURVE TABLE
- L1-L2 = LINE & NUMBER TO LINE TABLE

LINE TABLE		
LINE#	BEARING	LENGTH
L1	S 88°15'49" E	13.03'
L2	S 88°15'49" E	13.03'
L3	S 34°30'07" E	22.57'
L4	N 34°30'07" W	22.57'

CURVE TABLE				
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD
C1	18.85'	12.00'	90°00'00"	S 43°15'49" E 16.97'
C2	95.99'	155.00'	35°28'58"	N 73°59'42" E 94.46'
C5	18.85'	12.00'	90°00'00"	N 46°44'11" E 16.97'
C6	2.04'	155.00'	00°45'19"	S 55°52'33" W 2.04'
C7	18.85'	12.00'	90°00'00"	N 10°29'53" E 16.97'
C8	18.85'	12.00'	90°00'00"	N 79°30'07" W 16.97'
C9	63.25'	100.00'	36°14'17"	N 16°22'58" W 62.20'
C12	18.85'	12.00'	90°00'00"	S 10°29'53" W 16.97'
C13	18.85'	12.00'	90°00'00"	N 79°30'07" W 16.97'
C16	48.87'	455.00'	06°09'15"	S 49°18'45" E 48.85'
C17	24.69'	455.00'	03°06'31"	S 53°56'38" W 24.68'
C18	31.31'	100.00'	17°56'29"	N 25°31'52" W 31.19'
C19	31.93'	100.00'	18°17'48"	N 07°24'43" W 31.80'
C29	42.16'	195.00'	12°23'12"	S 04°27'25" E 42.07'
C30	50.30'	195.00'	14°46'44"	S 18°02'23" E 50.16'
C31	30.88'	195.00'	09°04'21"	S 29°57'56" E 30.85'
C32	23.37'	150.00'	08°55'32"	S 02°43'35" E 23.34'
C33	40.48'	150.00'	15°27'43"	S 14°55'12" E 40.36'
C34	31.03'	150.00'	11°51'03"	S 28°34'35" E 30.97'
C35	79.18'	145.00'	31°17'13"	N 05°51'30" W 78.20'
C36	12.53'	145.00'	04°57'05"	N 00°44'22" W 12.53'
C37	61.05'	205.00'	17°03'52"	N 83°12'15" E 60.83'
C38	62.69'	205.00'	17°31'16"	N 65°54'41" E 62.45'
C39	5.91'	205.00'	01°39'10"	N 56°19'28" E 5.91'
C40	30.96'	505.00'	03°30'47"	N 53°44'30" E 30.96'
C41	50.68'	505.00'	05°44'58"	N 49°06'37" E 50.65'
C62	8.47'	385.00'	01°15'39"	S 45°36'18" W 8.47'
C63	63.72'	635.00'	05°44'58"	S 49°06'37" W 63.69'
C64	38.94'	635.00'	03°30'47"	S 53°44'30" W 38.93'

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

Prepared: May 2022

PREPARED BY:

Gustin, Cothorn & Tucker, Inc.
Land Surveying

121 Hart Street Niceville, FL 32578 (850) 678-5141

SHOAL RIVER LANDING PHASE 2B

SHEET 4 OF 4

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196-213400152

THIS INSTRUMENT PREPARED BY:
Hand Arendall Harrison Sale LLC
P.O. Box 123
Mobile, Alabama 36601
(251) 432-5511
1616545_8

STATE OF FLORIDA:
COUNTY OF OKALOOSA:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

SHOAL RIVER LANDING SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 11th day of February, 2021, by **68V SHOAL RIVER (FL) 2019, LLC**, a Florida limited liability company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, on December 29, 2020, Declarant recorded in Plat Book 29, Pages 67-72 of the Office of the Clerk of the Circuit Court of Okaloosa County, Florida, a subdivision plat for Shoal River Landing Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Okaloosa County, Florida, as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as

applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Act" means Chapter 720, Florida Statutes, as amended from time to time.
- (b) "Additional Property" shall have the meaning given such term in Section 10.02 hereof.
- (c) "Adult" means a person of age twenty-one (21) or older.
- (d) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (e) "Articles of Incorporation" means the Articles of Incorporation of Shoal River Landing Owners Association, Inc., a Florida non-profit corporation, as filed in the records of the Florida Department of State, Division of Corporations, as the same may hereafter be amended, altered or repealed from time to time. A copy of the Articles of Incorporation is attached hereto as Exhibit "B".
- (f) "Association" means Shoal River Landing Owners Association, Inc., a Florida non-profit corporation.
- (g) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (h) "Builder" means any commercial home builder or contractor who is in the business of constructing residential structures to sell to owner-occupants.
- (i) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time. A copy of the Bylaws is attached hereto as Exhibit "C".
- (j) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.

- (k) "Community Property" means all of the Lots and the Common Area, collectively.
- (l) "Declarant" means 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (m) "House" or "Home" means any single family dwelling unit situated upon a Lot.
- (n) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (o) "Member" means every person or entity who is a member of the Association.
- (p) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (q) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (r) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (s) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (t) "Stormwater Management System" shall mean a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.
- (u) "Subdivision" means Shoal River Landing, a subdivision as shown on the Plat of Subdivision, plus any Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (v) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Okaloosa County, Florida, (ii) any event described in Florida Statutes, Section 720.307(1), or (iii) December 31, 2038; provided however, in the event of a

conflict between the Florida Statutes and the foregoing, the applicable Florida Statute controls.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

ARTICLE TWO **COMMON AREA**

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes; provided, however, that Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any rules and regulations adopted by the Association. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon, their successors and assigns.

2.04 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.05 Easements.

- (a) [INTENTIONALLY DELETED.]
- (b) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.
- (c) Structures. No dwelling unit, house, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.
- (d) Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Members, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may

leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.04 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

3.05 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for common expenses. The Reserve Account shall be established, budgeted, and maintained in accordance with Section 720.303 of the Act, as may be amended from time to time. In no way limiting the foregoing, the Reserve Account is intended to fund capital expenditures, deferred maintenance, and items of expense that do not occur on a regular basis.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements to the Common Area, and (3) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and Governmental Assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title; provided, however, that "previous Owner" shall not include an association, mortgagee, lien holder, or other lender that acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous Owner.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping, structures, holding and retention ponds, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area.

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Areas, and any and all other expenses of the Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth in the Articles of Incorporation. Once assessed, the Association has a lien on each Lot for any unpaid assessments, interest, late fees, attorneys' fees, and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The initial annual assessment period will commence on

the date the Board of Directors fixes the initial annual assessment and continue until December 31 of that calendar year. Thereafter, each annual assessment period will be the calendar year.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy, in any annual assessment period, a special assessment applicable to that calendar year. Any such special assessment may only be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto, and to cover unbudgeted expenses, expenses in excess of those budgeted, and other common expenses of the Association. Notwithstanding the foregoing, before Turnover, the Board of Directors may not levy a special assessment unless a majority of Members, other than the Declarant, has approved the special assessment at a duly called special meeting and in accordance with the requirements of the Act.

4.05 Date of Commencement of Assessments and Due Dates. The assessments provided for herein shall only be assessed against Lots upon which a House has been constructed, and will commence as to a particular Lot upon constructed conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days prior to each annual assessment period, and in accordance with the requirements of the Act, the Board of Directors shall prepare and adopt a budget for the estimated common expenses and reserves of the Association during the coming assessment period. Except as otherwise provided in this Section 4.05, each Owner shall pay an equal amount of the annual assessment. The aggregate amount of the assessments shall be set at a level which is reasonably expected to produce income for the Association equal to the total budgeted common expenses, including any reserves. The Board of Directors shall send a copy of the budget and notice the amount of the annual assessments for the following year to each Owner in accordance with the requirements of the Act, as may be amended from time to time. If the Board of Directors fails for any reason to determine the budget for any year, then until such time as the budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. Any revised budget prepared and adopted by the Board of Directors shall become effective in accordance with the requirements of the Act, as may be amended from time to time. The Board of Directors shall determine if annual and special assessments will be collected annually, quarterly or at some other interval and shall set due dates for assessment payments.

4.06 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon until the date such unpaid assessments are paid at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Florida. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, late fees, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose

the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any assessment within ninety (90) days of the applicable due date or as otherwise mandated by the Act. Prior to such suspension, any Owners will be given fourteen (14) days' notice of the suspension and an opportunity for hearing, if required, pursuant to Florida law.

4.07 Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the Act, and specifically, §720.3085(2) of the Act, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

4.08 Estoppel Letter. The Association shall, upon request from an Owner or on behalf of an Owner, provide estoppel certificates in accordance with the requirements of the Act.

4.09 Declarant Exemption; Assessments during Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, all Lots owned by Declarant shall be exempt from assessments of any type by the Association until the first to occur of (i) Declarant's execution and recording in the real property records of Okaloosa County, Florida of a written waiver of the exemption from assessments set forth in this Section 4.09 or (ii) Turnover; provided, however, that for so long as Declarant's Lots are exempt from assessments, Declarant shall be responsible for and shall pay any and all operating expenses of the Association that exceed the amount of assessments receivable hereunder from the other Members and other income sources (if any) of the Association.

4.10 Working Capital Contribution. In addition to annual and special assessments levied hereunder, the first Owner acquiring title to a Lot that has been improved with a House who will occupy (or lease to an occupant) the House and all subsequent purchasers thereof shall pay to the Association at the closing of such Lot a contribution to the Association's working capital in an amount equal to one-fourth (1/4) of the annual assessments for Common Expenses then being levied by the Association (a "Working Capital Contribution"). The Working Capital Contribution may be used by the Association for any purpose not expressly prohibited by applicable law.

4.11 Fines. The Association may levy reasonable fines against any Owner for violations of the provisions of this Declaration, the Articles, the Bylaws, or the rules and regulations of the Association. A fine may not exceed \$100.00 per violation of any Owner or

Owner's tenant, guest, or invitee for failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Articles, the Bylaws, or the reasonable rules and regulations of the Association unless otherwise provided herein. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate unless otherwise provided herein. A fine of less than \$1,000.00 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorneys' fees and costs from the nonprevailing party as determined by the court.

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX
ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in conformity and harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN
USE RESTRICTIONS

7.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any House shall contain a minimum of one thousand two hundred (1,200) square feet of heated and cooled living space.
- (b) No House may exceed three (3) habitable stories above grade.
- (c) [Intentionally deleted.]
- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.

- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) must be approved by the Architectural Review Committee and must be installed in such a way as minimize visibility from the front of the Lot and shall be placed on the back or side of any roof. Notwithstanding the foregoing, the Architectural Review Committee shall regulate antennas, satellite dishes, and/or other signal-receiving equipment of any kind in strict compliance with all federal laws and regulations.
- (h) Driveway must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.
- (i) Fences constructed or erected on any Lot shall be of wood construction and natural color. All fences must be privacy fence design or shadowbox fence design and shall not exceed six (6) feet in height. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition. Notwithstanding the foregoing, nothing in this subsection shall be construed to prohibit any Owner from implementing Florida-friendly landscaping, as defined under Florida law, on his or her Lot or create any requirement or limitation in conflict with part II of chapter 373 of the Florida Statutes.
- (j) No outside clothes lines shall be permitted between the hours of 6:00 AM. and 10:00 PM.
- (k) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is

attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) located upon the back yard of such Lot; (b) enclosed on all sides by a wooden fence of at least six (6) feet in height; (c) of the same architecture and character of the House located on such Lot; and, (d) approved by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages or basements or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.
- (d) No permanent parking on streets is allowed. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction. Any and all improvements on any Lot shall comply with the standards and provision of Okaloosa County, Florida and its applicable building code. The use of dumpsters for cleaning of construction sites is permitted.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all

directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted; provided, however, that this Declaration does not prohibit the use of wells for landscape irrigation.

7.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pool or swimming pool screening shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, above-ground pools are expressly prohibited.

7.24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or energy conservation equipment (collectively, "Energy Conservation Equipment") shall be constructed or installed on any Lot or House without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Energy Conservation Equipment shall be installed in such a way as to minimize visibility from any Common Area or road within the Subdivision. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations regarding the use and location of Energy Conservation Equipment; provided, however, that such rules and regulations shall not impair the effective operation of such Energy Conservation Equipment and shall comply with the requirements set forth in the Act.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) hours and promptly removed from view after use. Notwithstanding the foregoing, portable generators may be used and located on a Lot for more than twenty-four (24) hours in the event of an emergency or power outage but must be promptly removed once power is restored.

ARTICLE EIGHT **ADDITIONAL RESTRICTIONS**

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. Further, all leases must be in writing, with a copy

provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section are otherwise prohibited by law.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within

one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. No amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. This Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members. Notwithstanding the foregoing, Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN

RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing,

developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.

- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any real property adjacent to the Subdivision (the "Additional Property") subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (i) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (ii) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right to alter, or otherwise replace with other terms, the terms of Section 7.05 hereof as those terms pertain to any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article 10, or take any action or grant any approval as Declarant under this

Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of D.R. Horton, Inc.

10.05 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN **INSURANCE; CASUALTY**

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. Unless the requirement of fidelity coverage is waived in the manner provided in the Act, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement

covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE MISCELLANEOUS

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

12.09 Fair Housing Amendments Act of 1988. This Declaration, the Articles, the Bylaws, and any rules and regulations of the Association shall be subordinate to and interpreted and applied in a manner so as to be consistent with 42 U.S.C. §3601, *et seq.*

ARTICLE THIRTEEN **STORMWATER MANAGEMENT**

13.01 Stormwater Management

- (a) The Stormwater Management System shall be owned by the Association and shall be located: (i) on land that is designated Common Area on the Plat of Subdivision; (ii) on land that is owned by the Association; or (iii) on land that is subject to an easement in favor of the Association and its successors.
- (b) No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities include, but are not limited to, digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Northwest Florida Water Management District ("NFWFMD").
- (c) The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of NFWFMD Permit No. IND-091-18597-1 and applicable NFWFMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the NFWFMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved, by the NFWFMD.
- (d) NFWFMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.
- (e) Notwithstanding anything contained in this Declaration to the contrary, any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of NFWFMD.
- (f) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C., and NFWFMD Applicant's Handbook Volume 1,

Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.

- (g) If any property within the Subdivision has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until NFWFMD determines that the area(s) is successful in accordance with any environmental resource permit(s).
- (h) Each Owner, at the time of construction of their building or structure, shall comply with the construction plans for the Stormwater Management System approved and on file with NFWFMD.
- (i) No Owner may construct or maintain any building or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat of Subdivision, unless prior written approval is received from the NFWFMD.
- (j) The Owners of Lots abutting wet detention ponds shall not remove native vegetation, including cattails, that becomes established within the wet detention ponds abutting their Lot. Removal shall include, but not be limited to, dredging, the application of herbicide, cutting and the introduction of grass carp. Owners shall address any questions regarding authorization activities within the wet detention ponds to a NFWFMD Regulation Manager.
- (k) A "Recorded Notice of Environmental Resource Permit," in form and content reasonably approved by the Florida Department of Environmental Protection, or other applicable governmental agency, shall be recorded in the public records of Okaloosa County, Florida. The Association shall maintain copies of all permitting actions undertaken for the benefit of the Association.

13.02 Right to Transfer. The Association shall have the right to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility for such purposes of stormwater management and subject to such conditions as may be agreed to by the Members. No such dedications or transfers shall be effective unless an instrument signed by the Members entitled to cast sixty-seven percent (67%) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than (30) days and no more than sixty (60) in advance of such dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to transfer and convey to Emerald Coast Utilities Authority (ECUA), Okaloosa County Water and Sewer, the City of Crestview, Florida, or to any other appropriate entity which complies with Rule 62-330.310, F.A.C., and NFWFMD Applicant's Handbook Volume 1, Section 12.3, as approved by NFWFMD, any Stormwater Management System on the Common Area of the Subdivision.

ARTICLE FOURTEEN **WILDLIFE HABITATS**

14.1 Potential Wildlife Within the Subdivision. This Article 14 is intended for the health, safety, and welfare of the Owners within the Subdivision and their invitees, guests, visitors, and employees, as well as for the wildlife which inhabit Okaloosa County, Florida. Human provided food sources, whether intentional or unintentional, are the primary cause of conflicts between wildlife and people. Wildlife can be dangerous and is capable of inflicting serious injury, damage to personal property, or killing humans and pets. Besides running the risk of human injury, often it is the particular wild animal that has to be destroyed because of these conflicts. There are known practices which minimize or prevent human-wildlife conflicts. Therefore, the Association will be taking preventative measures to not only keep the residents of the Subdivision safe but also keep the wildlife of Okaloosa County, Florida wild. When a problem arises and the parties are unwilling to comply with the direction of the Association, the provisions of this Article 14 shall come into effect.

14.2 Preventive Measures. Owners will be required to perform all necessary actions to remove attractants of wildlife. This includes, but is not limited to:

- (a) Pet food shall not be put or stored outside for any time period other than the actual time the pet is eating.
- (b) All barbecue grills shall be cleaned immediately after use or stored in a sturdy shed, garage, or other secure location.
- (c) Removing outdoor bird feeders or hanging bird feeders at least 10 ft high and 4 ft from any trees or poles.
- (d) All garbage and trash shall be kept in a wildlife resistant container or secured in a sturdy shed or garage at all times, except for roadside trash pickup on the designated day.

For additional information on bears and how to avoid conflict, please visit the Florida Fish and Wildlife Conservation Commission at www.myfwc.com/wildlifehabitats/managed/bear/.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

Witness: [Signature]
Print Name: ANDREW DOLAN

DECLARANT:
68V Shoal River (FL) 2019, LLC, a Florida limited liability company

By: 68 Ventures, LLC, an Alabama limited liability company, as its Manager

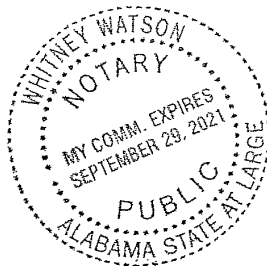
By: [Signature]
Nathan L. Cox, its Manager

Witness: [Signature]
Print Name: Whitney Watson

STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2020, by Nathan L. Cox, as Manager of 68 Ventures, LLC, an Alabama limited liability company, as Manager of 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced _____ as identification.

[SEAL]



[Signature]
Notary Public Signature
Whitney Watson
Notary Public Printed Name

MORTGAGEE'S CONSENT AND SUBORDINATION

D.R. Horton, Inc., a Delaware corporation ("Secured Lender"), the mortgagee under that certain Mortgage and Security Agreement, executed by 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, dated August 29, 2019, and recorded in Book 3418, Page 2322 of the Office of the Clerk of the Circuit Court of Okaloosa County, Florida (the "Mortgage"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.07 of the Declaration. Secured Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 18th day of February, 2021.

D.R. HORTON, INC., a Delaware corporation

By: [Signature]
 Name: Russell Gilbert
 As Its: Assistant Secretary

STATE OF ALABAMA
 COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of February 2021, by Russell K. Gilbert of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[SEAL]



[Signature]
 Printed/ Typed Name: Leigh Ann Capocci
 Title/ Rank: Div. Paralegal
 Serial No. (if any): 16055

MORTGAGEE'S CONSENT AND SUBORDINATION

Hancock Whitney Bank ("Secured Lender"), the mortgagee under that certain Mortgage, Security Agreement, Financing Statement, and Assignment of Rents, executed by 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, dated August 29, 2019 and recorded in Book 3418, Page 2071 of the Office of the Clerk of the Circuit Court of Okaloosa County, Florida (the "Mortgage"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.07 of the Declaration. Secured Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 10 day of February, 2021.

HANCOCK WHITNEY BANK

By: [Signature]
 Name: Robert C. Maloy
 As Its: SVP Comm Lending

STATE OF FLORIDA
 COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th of February 2021, by Robert C. Maloy of Hancock Whitney Bank, on behalf of the entity. He/she is personally known to me or has produced _____ as identification.

[SEAL]



[Signature]
 Printed/ Typed Name: _____
 Title/ Rank: _____
 Serial No. (if any): _____

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Shoal River Landing Subdivision as shown on the plat recorded in Plat Book 29, Page 67-72 in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

EXHIBIT "B"
FORM OF ARTICLES OF INCORPORATION

This Instrument Prepared By:
Hand Arendall Harrison Sale, LLC
Post Office Box 123
Mobile, Alabama 36601
251-432-5511

STATE OF FLORIDA:
COUNTY OF OKALOOSA:

ARTICLES OF INCORPORATION
OF
SHOAL RIVER LANDING OWNERS ASSOCIATION, INC.

A NONPROFIT ASSOCIATION
UNDER THE LAWS OF THE STATE OF FLORIDA

BE IT KNOWN that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Florida, and in particular, Title XXXVI, Florida Statutes does hereby adopt the following Articles of Incorporation for such nonprofit corporation (these "Articles").

ARTICLE I
NAME

The name of the nonprofit corporation shall be Shoal River Landing Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

ARTICLE III
PURPOSE

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as Shoal River Landing Subdivision (the "Subdivision"), which may be developed on all or a portion of that certain real property located in Okaloosa County, Florida and more particularly described on Exhibit A attached hereto.
2. To own, manage and control all of the common areas and improvements thereon located within the exterior boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands and any detention pond for storm water drainage.
3. To administer, enforce and otherwise act in accordance with that certain Declaration of Conditions, Covenants and Restrictions for Shoal River Landing executed by Declarant (hereinafter defined) and recorded in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, as may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.
4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association and the rules and regulations of the Subdivision and the Declaration.

ARTICLE IV
GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.
2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of its members in connection therewith.
3. The Association shall have all powers granted to it in The 2012 Florida Statutes, as amended, including those powers granted to nonprofit corporations in Title XXXVI, Chapter 617, Florida Statutes, as amended.

ARTICLE V
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

68V Shoal River (FL) 2019, LLC
29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527

ARTICLE VI
NAME AND ADDRESS OF INITIAL PRINCIPAL OFFICE

The name and address of the initial principal office are as follows:

D.R. Horton, Inc.
400 Schubert Drive
Pensacola, FL 32504

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Okaloosa County, Florida, a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any single lot.

ARTICLE VIII
NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Articles, the Bylaws of the Association or

the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or member of the Association.

ARTICLE IX
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association, and the address of the initial registered office of the Association are as follows:

D.R. Horton, Inc.
400 Schubert Drive
Pensacola, FL 32504

The initial registered agent's written acceptance of appointment as a registered agent as required by s. 617.0501 of the Florida Statutes is attached hereto as Exhibit B.

ARTICLE X
BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Declaration to the contrary, until Turnover, 68V Shoal River (FL) 2019, LLC, a Florida limited liability company (the "Declarant") shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors of the Association (subject to the rights of members other than the Declarant to elect at least one member of the Board of Directors under Section 720.307(2) of the Florida Statutes); (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors of the Association; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) amend these Articles and the Bylaws of the Association; and (6) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. "Turnover" has the meaning set forth in the Declaration. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors, none of which must be a member of the Association. The names and addresses of the initial three (3) Directors of the Association are as follows:

	NAME:	ADDRESS:
1.	Sam Kearns	29891 Woodrow Lane, Suite 300 Spanish Fort, AL 36527

- | | | |
|----|------------|---|
| 2. | Drew Dolan | 29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527 |
| 3. | Mason Lake | 29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527 |

Within sixty (60) days after Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of the Association to the Members, (ii) electing new directors to the Board, and (iii) electing new members of the ARC. After Turnover, all Directors must be members of the Association, or representatives of entities that are members of the Association, the number of directors shall be as set forth in the Bylaws and the members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

ARTICLE XI INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XII ASSESSMENTS

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each member for each lot owned shall be equal to a fraction, the numerator of which shall be the number of lots owned by such lot owner and the denominator of which shall be the total number of lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of lots in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Declaration.

2. The amount of assessment against each member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Declaration.

3. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Declaration, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Declaration and the Bylaws, and upon default or payment within such period of time, the assessment shall be a lien against each lot owned by the defaulting member and against that undivided portion of the common area owned by the defaulting member, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida

and to take any other actions for collection from the defaulting party or parties. Any such lien against a lot or against the common area shall be subordinate to a recorded first mortgage covering such lot.

5. Both annual and special assessments shall be collected in the time and manner specified in the Declaration or as otherwise directed by the Association's directors.

ARTICLE XIII
MISCELLANEOUS

1. Amendment. Until Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Turnover, these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all members of the Association. All amendments to these Articles become effective only upon being placed of record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

2. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles and the Association Bylaws, then the provisions of these Articles shall at all times control.

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IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 18th day of February, 2021.

Witness:

Print Name:

Andrew Delan
68V Shoal River (FL) 2019, LLC, a Florida limited liability company

By: 68 Ventures, LLC, an Alabama limited liability company, as its Manager

By:

Nathan L. Cox, its Manager

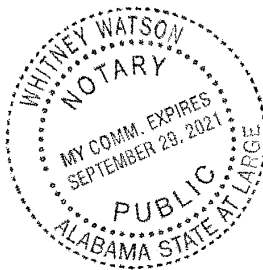
Witness:

Print Name:

Whitney Watson
STATE OF ALABAMA
COUNTY OF BALDWIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of February, 2021, by Nathan L. Cox, as Manager of 68 Ventures, LLC, an Alabama limited liability company, as Manager of 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced _____ as identification.

[SEAL]



Whitney Watson
Notary Public Signature

Whitney Watson
Notary Public Printed Name

EXHIBIT "A"**Description Of Subdivision Property**

A PARCEL OF LAND SITUATED IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA, LYING EAST OF, AND ADJACENT TO REDSTONE COMMONS PHASE 2A (PLAT BOOK 28, PAGE 35) AND PHASE 3A (PLAT BOOK 28, PAGE 39), AND LYING EAST OF OKALOOSA LANE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE AFORESAID REDSTONE COMMONS PHASE 2A, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF SAID OKALOOSA LANE; THENCE N 01°44'11" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 183.75 FEET TO A POINT OF CUSP ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°02'59", AN ARC DISTANCE OF 42.35 FEET, (CHORD BEARING = S 46°47'19" E, CHORD = 37.46 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 84°41'11" E, A DISTANCE OF 60.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°21'46", AN ARC DISTANCE OF 57.51 FEET, (CHORD BEARING = S 82°07'56" E, CHORD = 57.01 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°42'37", AN ARC DISTANCE OF 38.64 FEET, (CHORD BEARING = S 77°48'21" E, CHORD = 38.48 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°39'09", AN ARC DISTANCE OF 20.66 FEET, (CHORD BEARING = N 44°00'46" E, CHORD = 18.20 FEET); THENCE N 86°09'35" E, A DISTANCE OF 50.02 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET, (CHORD BEARING = S 50°18'49" E, CHORD = 16.97 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 84°41'11" E, A DISTANCE OF 199.99 FEET; THENCE N 05°18'49" W, A DISTANCE OF 115.00 FEET; THENCE N 84°41'11" E, A DISTANCE OF 186.16 FEET; THENCE N 62°16'04" E, A DISTANCE OF 299.67 FEET; THENCE N 44°42'14" E, A DISTANCE OF 215.47 FEET; THENCE S 80°18'46" E, A DISTANCE OF 464.10 FEET; THENCE N 73°51'49" E, A DISTANCE OF 142.55 FEET; THENCE N 39°46'32" E, A DISTANCE OF 363.80 FEET; THENCE S 88°15'49" E, A DISTANCE OF 769.43 FEET TO A POINT LYING ON THE EAST LINE OF AFORESAID SECTION 27; THENCE S 01°06'42" W ALONG SAID EAST LINE, A DISTANCE OF 1382.89 FEET; THENCE DEPARTING SAID EAST LINE, N 88°15'49" W, A DISTANCE OF 1293.65 FEET; THENCE S 89°26'44" W, A DISTANCE OF 50.04 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET, (CHORD BEARING = N 43°15'49" W, CHORD = 16.97 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 88°15'49" W, A DISTANCE OF 1138.00 FEET; THENCE N 01°44'11" E, A DISTANCE OF 8.56 FEET; THENCE N 88°15'49" W, A DISTANCE OF 130.00 FEET TO A POINT ON A LINE LYING PARALLEL TO, AND 15.00 FEET EAST OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF OKALOOSA LANE; THENCE S 01°44'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 425.37 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°25'19", AN ARC DISTANCE OF 28.98 FEET (CHORD BEARING = N 31°28'29" W, CHORD = 27.39 FEET) TO A POINT OF TANGENCY WITH THE AFORESAID EAST RIGHT-OF-WAY LINE OF OKALOOSA LANE; THENCE N 01°44'11" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 872.87 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 64.49 ACRES, MORE OR LESS.

and any additional real property made subject to the Declaration in accordance with the terms thereof.

EXHIBIT “B”

Acceptance of Appointment as Registered Agent

I hereby accept the appointment as registered agent for Shoal River Landing Owners Association, Inc., a Florida non-profit corporation, and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

D.R. Horton, Inc., a Delaware corporation

By: _____
Name: _____
As its: _____

EXHIBIT "C"
FORM OF BYLAWS

BYLAWS
OF
SHOAL RIVER LANDING OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF FLORIDA

These Bylaws (these "Bylaws") of **SHOAL RIVER LANDING OWNERS ASSOCIATION, INC.** (hereinafter called the "Association"), a nonprofit corporation, incorporated under the laws of the State of Florida are hereby created and adopted pursuant to the Articles of Incorporation of the Association filed in the Florida Department of State, Division of Corporations (the "Articles of Incorporation"). The Association has been organized for the purpose of providing various services and benefits with regard to the Subdivision (as that term is defined in the Articles of Incorporation).

ARTICLE I
ASSOCIATION

1.1 **Office.** The office of the Association shall be at 400 Schubert Drive, Pensacola, FL, 32504, or such other place as shall be selected by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

ARTICLE II
MEMBERS

2.1 **Qualification.** The members of the Association shall be determined in accordance with Article VII of the Articles of Incorporation. "Owner", as used herein, shall mean and refer to the record owner, whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation.

2.2 **Voting Rights.** All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 **Designation of Voting Members.**

2.3.1 If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot, and a certificate may be revoked by any owner of an interest in the Lot. Any such revocation shall be in writing and signed by any owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

2.3.2 If a Lot is owned by more than one (1) person and such owners do not designate a voting Member as required hereinabove, the following provisions shall apply:

2.3.2.1 If more than one (1) such owner is present at any meeting, and said owners are unable to concur on a decision on any subject requiring a vote, said owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.

2.3.2.2 If only one (1) such owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.

2.3.2.3 If more than one (1) such owner is present at the meeting and said owners concur, any one (1) such owner may cast the vote or votes for the Lot.

2.4 Restraint Upon Alienation of Assets. A member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Okaloosa, County, Florida, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association (the "Record Property Owner"). The membership of the prior Record Property Owner shall be thereby terminated, provided he is not an owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the relevant Subdivision documents, including the Declaration (as that term is defined in the Articles of Incorporation).

ARTICLE III
MEMBERS' MEETINGS

3.1 Place. All meetings of members of the Association shall be held at such place within the County of Okaloosa, Florida, as may be stated in the notice of the meeting.

3.2 Membership List. At least ten (10) days before every election of the directors, a complete list of the members of the Association, arranged alphabetically, shall be prepared by the Secretary. Such list shall be maintained by the Secretary of the Association and shall be open to examination by any member at any reasonable time and on reasonable notice.

3.3 Regular Meetings.

3.3.1 After Turnover (as defined in the Declaration), regular or annual meetings of the members of the Association shall be held on the second Tuesday of October of each year; provided, however, if the day set for annual meetings is a legal holiday, the meeting shall be held the same hour on the next day following which is not a legal holiday.

3.3.2 The time of holding the annual meeting of members may be changed at any time prior to fifteen (15) days before the regular day for holding such meeting by a resolution duly adopted by the Board of Directors or by the members, provided that notice of such change be mailed to each member of record, at such address as appears upon the records of the Association, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.3.3 The purpose of the annual meeting is for electing directors and for transacting any other business authorized to be transacted by the members.

3.4 Special Meetings.

3.4.1 Special meetings of the members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the members. Such request shall state the purpose of the proposed meeting.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the day and hour and place and, in the case of special meetings, the object or objects thereof, shall be delivered or mailed to each member at such member's address as shown in the books of the Association at least ten (10) days, but no more than fifty (50) days, prior to such meeting unless waived in writing.

3.6 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Florida Constitution, the Florida Statutes, or the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the members of the Association, each member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein. No proxy vote may be cast on behalf of a member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes required. In all cases where reference is made to percentage of the vote of members, percentage of the members, or percentage of the members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the members.

3.9 Quorum. Thirty (30%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or these Bylaws. If a quorum is not present at any meeting, the members may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

3.10 Proviso. Notwithstanding anything contained herein to the contrary, until sixty percent (60%) of the Lots in the Subdivision have been sold to the original purchasers thereof, or until Turnover, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors.

3.11 Order of Business. The order of business at annual members' meetings and, as far as practicable, at all other members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of Directors.

8. Unfinished business.
9. New business.
10. Adjournment.

3.12 Action by Written Consent. Action required or permitted to be taken at a Members meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the Clerk of the Circuit Court or Secretary of State. Action taken under this Section 3.12 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date.

ARTICLE IV DIRECTORS

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than five (5) persons. The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association, except for the members of the initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles of Incorporation.

4.2 Term. Each director shall be elected to serve a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election of Directors. Election of directors shall be conducted in the following manner.

4.4.1 Directors shall be elected at the annual meeting of the members.

4.4.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.5 Removal. Directors may be removed with or without cause by an affirmative vote of a majority (more than 50%) of the voting interests of the members of the Association that are entitled to vote for the election of such Director. Except with respect to the initial Board of Directors, no director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under Florida law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the members when such approval is specifically required. The powers and duties of the directors shall include, but are not limited to, the following:

4.6.1 Assess. To make and collect an annual maintenance charge against members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.6.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

4.6.3 Enforce. To enjoin or seek damages from the members for violation of these Bylaws, the Declaration and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.

4.6.4 Employ. To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.6.5 Adopt and publish Rules and Regulations governing the use of the common areas and facilities within the Subdivision, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

4.6.6 To maintain a class action, and to settle a cause of action, on behalf of Record Property Owners with reference to the common areas, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Record Property Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board deems available.

4.6.7 To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

4.6.8 To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

4.6.9. To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Section; and such duties so conferred upon the managing agent or manager by the Board of Directors may upon five (5) days notice be revoked, modified or amplified by the majority of the votes of the Directors in a duly constituted meeting.

4.6.10 To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same,

the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Florida.

4.6.11 To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the rules and regulations.

4.7 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.8 Annual Statement. The Board will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the members.

4.9 Compensation. The directors shall not be entitled to any compensation for service as directors.

ARTICLE V DIRECTORS MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Notice. Unless in an emergency, notice of a Board meeting shall be posted in a conspicuous place in the Subdivision at least 48 hours in advance. In communities with more than 100 members, notice may also be given by providing a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the homeowners' association. However, if broadcast notice is used, the notice

must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast. The bylaws or amended bylaws may provide for giving notice by electronic transmission in a manner authorized by law for meetings of the board of directors, committee meetings requiring notice under this section, and annual and special meetings of the members; however, a member must consent in writing to receiving notice by electronic transmission.

5.5 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE; OFFICERS

6.1 Architectural Review Committee. The Architectural Review Committee (herein "ARC") shall consist of three (3) members at all times, who initially shall be Sam Kearns, Drew Dolan and Mason Lake. Their address is 29891 Wadsworth Lane and the point of contact is Sam Kearns. If any member of the Architectural Review Committee shall resign, become unable to serve or die, then the remaining member (s) shall appoint a successor member (s) to the Architectural Review Committee, who need not be an Owner. If no member of the ARC remains to appoint new members of the ARC, then the Declarant (as that term is defined in the Articles of Incorporation) shall have the exclusive right to appoint members of the ARC until the Declarant causes the first meeting of the Members of the Association to be held as provided for under Section 3.3 herein. Thereafter, the ARC members will be elected, appointed and removed in the same manner as the executive officers of the Association.

6.2 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

The initial officers are as follows:

Sam Kearns - President
Drew Dolan - Secretary/Treasurer
Mason Lake - Vice President

6.3 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a member of the Association. The President and Vice President must be members of the Board.

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the members of the Association.

6.5 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.6 Secretary.

6.6.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

6.6.2 The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.6.3 The Secretary shall be custodian of the corporate records and of the seal of the Association.

6.6.4 The Secretary shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.6.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.7 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.8 Treasurer. The Treasurer shall be vested with all powers, and shall be required to perform all duties, as may be prescribed by the Board of Directors.

6.9 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.10 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.11 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VII
LIABILITY

7.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of members or contractors of the Association.

7.2 Conflicts of Interest. No contract or other transaction between the Association and one or more of its directors, officers or any other corporation, firm, association or entity in which one or more directors or officers of the Association are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any director of the Association, or any corporation, firm, association or entity of which any director or officer of the Association is a director or officer or is financially interested, may be a party to, or may have a pecuniary or other interest in such contract or transaction shall be disclosed or known to the Association Board at the meeting of the Association Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director or officer of the Association so related or interested. Any director or officer of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he or she is also a director or officer of such affiliated corporation.

ARTICLE VIII
AMENDMENT OF BYLAWS

8.1 Bylaws. The Bylaws of the Association may be altered, amended or repealed by a majority vote of the Directors.

ARTICLE IX
CONFLICT

9.1. Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Declaration, the Declaration shall govern.

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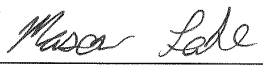
IN WITNESS WHEREOF, we, being all of the directors of the Shoal River Landing Owners Association, Inc., have hereunto set our hands this 10th day of February, 2021, and certify that these are the duly adopted Bylaws of Shoal River Landing Owners Association, Inc.



SAM KEARNS



DREW DOLAN



MASON LAKE

This instrument prepared by:
HAND ARENDALL HARRISON SALE LLC
c/o Nathan R. Cordle, Esq.
111 N. Co. Hwy. 393
Suite 203
Santa Rosa Beach, FL 32459

**SECOND AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SHOAL RIVER LANDING**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SHOAL RIVER LANDING (the "**First Amendment**") is made by 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, ("**Declarant**"), whose mailing address is 29891 Woodrow Lane, Suite 300, Spanish Fort, AL 36527.

WITNESSETH:

WHEREAS, Declarant recorded the original Declaration of Covenants, Conditions and Restrictions of Shoal River Landing recorded in Official Records Book 3530, Page 1206, (the "**Declaration**"), in the Public Records of Okaloosa County, Florida;

WHEREAS, Declarant recorded the First Amendment to the Declaration in Official Records Book ____, Page ____ (the "**First Amendment**") annexing Phase 2A of Shoal River Landing;

WHEREAS, pursuant to Article X, Section 10.02 of the Declaration, the Declarant may annex in real property and subject it to the Declaration;

WHEREAS, the Declarant desires to annex the real property described as follows:

All of that certain property identified as SHOAL RIVER LANDING PHASE 2B, as recorded in Plat Book ____, Page ____, of the Public Records of Okaloosa County, Florida, (the "**Annexed Property**"), to the terms and conditions of the Declaration in accordance therewith;

WHEREAS, pursuant to Article X, Section 10.03, Declarant has the right to amend the Declaration prior to Turnover, as defined in the Declaration, subject to Article X, Section 10.04;

WHEREAS, pursuant to Article X, Section 10.04, Declarant may not exercise any of its rights under Article X, including annexation and amendment, without first obtaining the written approval of D.R. Horton, Inc., a Delaware corporation ("**Horton**");

WHEREAS, Horton hereby consents to and joins this First Amendment to annex in and subject the Annexed Property to the covenants, restrictions, conditions, easements, obligations, charges and liens of the Declaration;

NOW, THEREFORE, Declarant declares that the Annexed Property is hereby made subject to the operation and effect of the Declaration, pursuant to Article X thereof, and that the Annexed Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, obligations, charges and liens set forth in the Declaration, as heretofore, hereby and hereafter amended.

1. Full Force and Effect of Declaration. Except as hereby supplemented, the Declaration shall remain in full force and effect in strict accordance with its terms.

2. Effective Date. This Supplement shall become effective upon being recorded in the Public Records of Okaloosa County, Florida.

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IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed in its name by its officers thereunto duly authorized this ____ day of _____, 2022.

Witnesses:

Print Name: _____

68V Shoal River (FL) 2019, LLC, a
Florida limited liability company

68 Ventures, LLC, an Alabama limited
liability company, as its Manager

Print Name: _____

By: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, as _____ on behalf of 68 Ventures, LLC, an Alabama limited liability company, as the Manager of 68V Shoal River (FL) 2019, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ produced the following identification _____.

Notary Signature

Notary Name [Printed/Typed/Handwritten]

Notary Public, State of Florida at Large

My Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

Shoal River Landing Owners Association, Inc., a not-for-profit Florida corporation, whose mailing address is 29891 Woodrow Lane, Suite 300, Spanish Fort, Alabama 36527, hereby consents to and joins in the foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions of Shoal River Landing Subdivision, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions thereof.

In Witness Whereof, Shoal River Landing Owners Association, Inc. has executed this Joinder on this ____ day of _____, 2022.

Witnesses:

**SHOAL RIVER LANDING
OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation**

Print Name: _____

By: _____
Its: President

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, as President and on behalf of SHOAL RIVER LANDING OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is ☐ personally known to me or ☐ produced the following identification _____.

Notary Signature

Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida at Large
My Commission Expires: _____

CONSENT AND JOINDER OF D.R. HORTON

D.R. Horton, Inc., a Delaware corporation, whose mailing address is 400 Schubert Drive, Pensacola, FL 32504, pursuant to Article X, Section 10.04, hereby consents to and joins in the foregoing First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Shoal River Landing Subdivision, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions thereof.

In Witness Whereof, D.R. Horton, Inc., a Delaware corporation, has executed this Joinder on this ____ day of _____, 2022.

Witnesses:

D.R. Horton, Inc., a Delaware corporation

Print Name: _____

By: _____

Its: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, as _____, and on behalf of D.R. Horton, Inc., a Delaware corporation, who is ☐ personally known to me or ☐ produced the following identification _____.

Notary Signature

Notary Name [Printed/Typed/Handwritten]

Notary Public, State of Florida at Large

My Commission Expires: _____



Staff Report

CITY COUNCIL MEETING DATE: August 8, 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: 8/3/2022
SUBJECT: Final Plat - Ridgeway Landing Phase 2

BACKGROUND:

On February 5, 2019, staff received the application for the Ridgeway Landing subdivision.

Construction plans and preliminary plat were previously reviewed and approved by the City Council on January 13, 2020, staff and Planning and Development Board (PDB) recommendation.

DISCUSSION:

Garden Street Communities Southeast, LLC, the developer, nearing completion of the infrastructure for the second phase of a 146 lot, single family subdivision development on the 31.89± acre parcel located on Okaloosa Ln, (PIN # 05-3N-23-0000-0001-0000). Matt Zinke, P.E. is the Authorized Agent and Engineer for the project.

The final plat for this review is regarding Phase 2 of the subdivision, encompassing 15.06 acres and 76 lots shown on the original preliminary plat. This plat will require a signature from the Mayor.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Community Character- Promote desirable growth with a hometown atmosphere

FINANCIAL IMPACT

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

RECOMMENDED ACTION

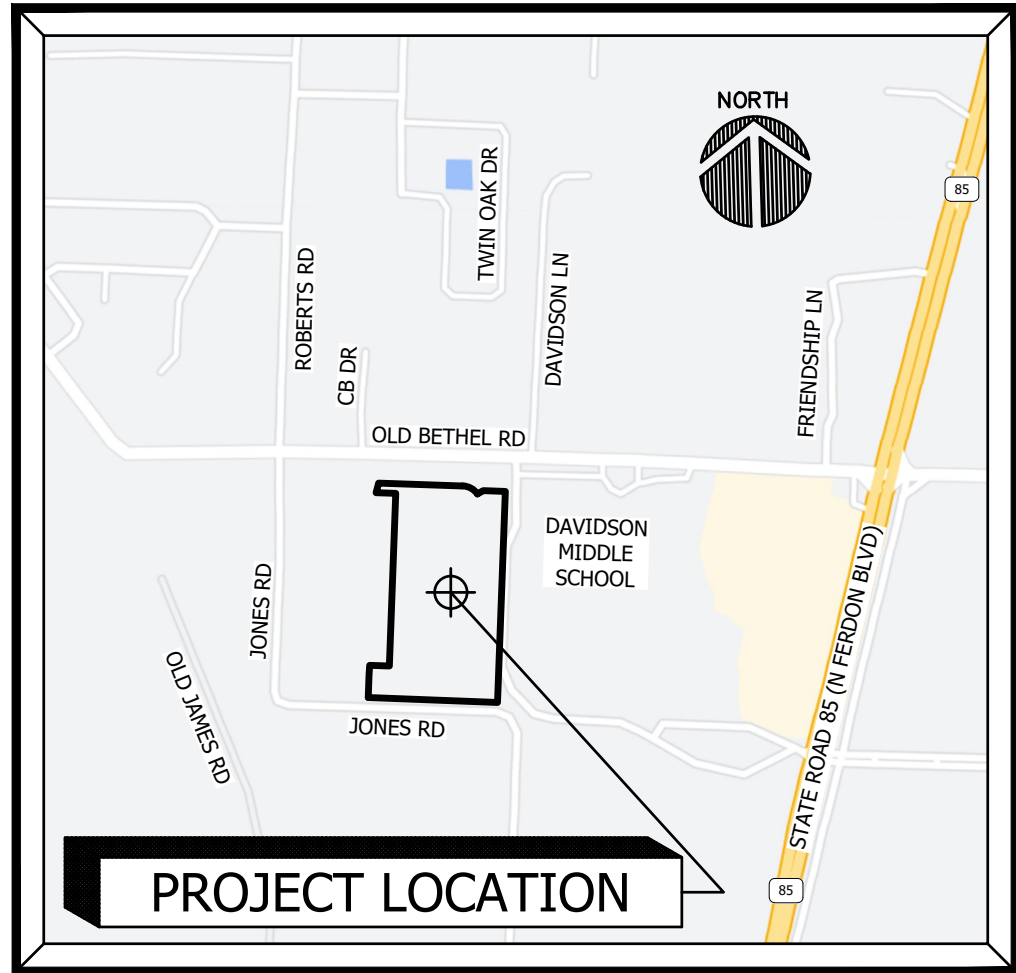
Staff respectfully requests approval of the final plat.

Attachments

1. 22.6.24 Final Plat

RIDGEWAY LANDING PHASE 2

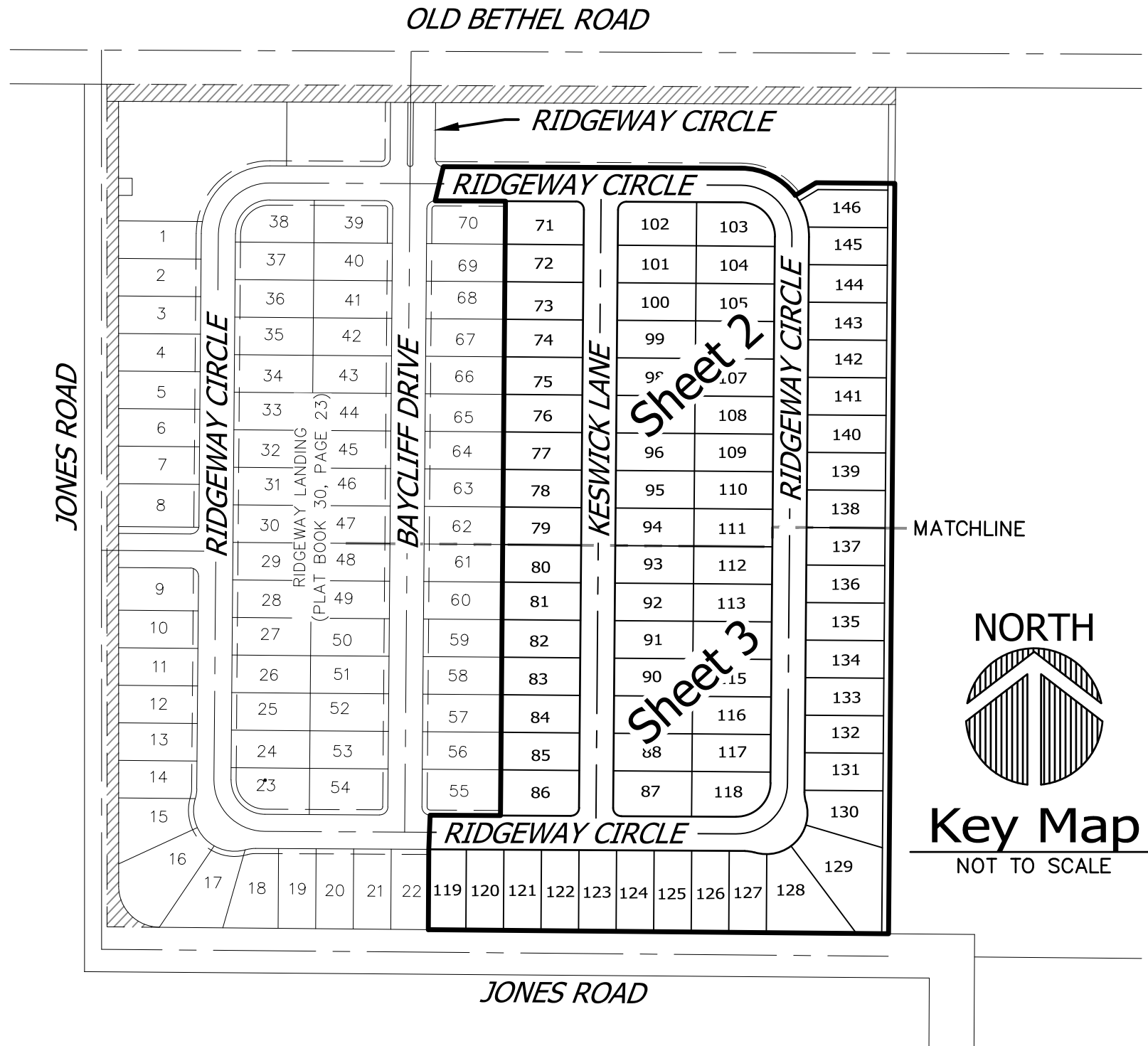
*A RESIDENTIAL SUBDIVISION IN SECTION 5, TOWNSHIP 3 NORTH,
RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA*



Vicinity Map
NOT TO SCALE

Notice

PURSUANT TO FLORIDA STATUTES, CHAPTER 177.091(28): ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.



Key Map
NOT TO SCALE

Dedication

KNOW ALL MEN BY THESE PRESENTS THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC, A FLORIDA LIMITED LIABILITY COMPANY FKA ESPLANADE COMMUNITIES OF FLORIDA, LLC, AS "OWNER" OF THE LANDS HEREON PLATTED AS "RIDGEWAY LANDING PHASE 2", DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF CRESTVIEW IN FEE SIMPLE, ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON, AND DOES HEREBY GRANT, CONVEY, AND DEDICATE TO RIDGEWAY LANDING HOMEOWNERS ASSOCIATION, INC. ("HOA"), ALL COMMON AREAS AS SHOWN HEREON. FURTHERMORE, OWNER DOES HEREBY GRANT A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, AND REPAIR OF VARIOUS UTILITIES INCLUDING CENTURY LINK, COX COMMUNICATIONS, FLORIDA POWER & LIGHT COMPANY, OKALOOSA COUNTY WATER AND SEWER, AND OKALOOSA GAS DISTRICT OVER SAID PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON. OWNER HEREBY REQUESTS THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

GARDEN STREET COMMUNITIES SOUTHEAST, LLC, A FLORIDA LIMITED LIABILITY COMPANY FKA ESPLANADE COMMUNITIES OF FLORIDA, LLC

WILLIAM BRYAN ADAMS
MANAGER

WITNESS (SIGNATURE)

WITNESS (SIGNATURE)

Acknowledgment to Dedication

STATE OF FLORIDA, COUNTY OF ESCAMBIA

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022 BEFORE ME BY PHYSICAL PRESENCE, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED WILLIAM BRYAN ADAMS, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AND AS MANAGER OF GARDEN STREET COMMUNITIES SOUTHEAST, LLC, A FLORIDA LIMITED LIABILITY COMPANY FKA ESPLANADE COMMUNITIES OF FLORIDA, LLC ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS HIS/HER FREE ACT AND DEED.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: _____

Surveyor's Notes

- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE EASTERLY BOUNDARY LINE OF RIDGEWAY LANDING (PLAT BOOK 30, PAGE 23), SAID LINE BEARING N 02°07'10" E.
- THE CAPTIONS WHICH APPEAR OUTSIDE THE PLATTED SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THE SUBDIVISION IS INTENDED OR IMPLIED.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY.
- THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY VOELKER SURVEYING (JOB #10990, DATED 11 MARCH 2020) AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 5J-17 (FORMERLY CHAPTER 61G17-6) OF THE FLORIDA STATUTES CHAPTER 472.027, TO THE BEST OF THIS FIRM'S KNOWLEDGE.
- ALL LOT CORNERS SHOWN ON THIS PLAT HAVE BEEN SET IN THE FIELD WITH CAPPED IRON RODS, CONCRETE MONUMENTS OR PERMANENT CONTROL POINTS (NAIL & DISC.) MARKED CORPORATION NUMBER 3501.
- THE LINES EXTENDING FROM CURVED LINES ARE NON-RADIAL UNLESS OTHERWISE SHOWN.
- L1 DENOTES LINE NUMBER 1 AND CORRESPONDING LINE DATUM AS SHOWN IN THE LINE TABLE.
- C1 DENOTES CURVE NUMBER 1 AND CORRESPONDING CURVE DATUM AS SHOWN IN THE CURVE TABLE. DISTANCES SHOWN ALONG CURVED LINES ARE ARC LENGTHS.
- THE NORTHINGS AND EASTINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, HAVING BEEN ESTABLISHED BY A FIELD SURVEY PERFORMED BY THIS FIRM. THE BEARINGS SHOWN HEREON ARE NOT RELATED TO SAID STATE PLANE COORDINATES (SEE NOTE #1).

Index

SHEET 1: KEY MAP AND CERTIFICATES
SHEETS 2-3: DETAIL SHEETS

Legal Description (As Written)

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING EAST OF RIDGEWAY LANDING (PLAT BOOK 30, PAGE 23 - HEREAFTER REFERRED TO AS "RIDGEWAY LANDING PHASE 1"), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 70 OF SAID PHASE I; THENCE N 88°03'50" W ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 103.04 FEET TO A NORTHWESTERLY CORNER THEREOF; THENCE DEPARTING SAID NORTH LOT LINE, PROCEED ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PHASE I, THE FOLLOWING FIVE (5) CALLS:

- N 15°08'47" E, A DISTANCE OF 51.36 FEET;
 - S 88°03'50" E, A DISTANCE OF 436.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;
 - ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°42'21", AN ARC DISTANCE OF 91.99 FEET, (CHORD BEARING = S 61°42'40" E, CHORD = 88.78 FEET);
 - N 60°22'52" E, A DISTANCE OF 35.66 FEET;
 - S 87°52'50" E, A DISTANCE OF 115.29 FEET;
- THENCE DEPARTING SAID PHASE I BOUNDARY, PROCEED S 02°07'39" W, A DISTANCE OF 1099.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JONES ROAD (66 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N 87°50'33" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 674.00 FEET TO THE SOUTHEAST CORNER OF LOT 22 OF SAID PHASE I; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED ALONG THE EASTERLY BOUNDARY OF SAID PHASE I, THE FOLLOWING FOUR (4) CALLS:
- N 01°57'14" E, A DISTANCE OF 117.69 FEET;
 - N 03°53'42" E, A DISTANCE OF 50.03 FEET;
 - S 88°02'49" E, A DISTANCE OF 102.97 FEET;
 - N 02°07'10" E, A DISTANCE OF 900.03 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15.06 ACRES, MORE OR LESS.

Title Opinion

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY AT LAW, LICENSED IN THE STATE OF FLORIDA, THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAMES OF THE DEDICATOR AS SHOWN HEREON AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND.

JOHN W. MONROE, JR.
BAR NUMBER 0256706

Approval of City Council

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

MAYOR

ATTEST BY: _____ CITY CLERK

City Clerk Verification

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

CITY CLERK

City Engineer's Certificate

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

CITY ENGINEER, CITY OF CRESTVIEW

DATE

Community Development Services Director

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

COMMUNITY DEVELOPMENT SERVICES DIRECTOR

DATE

Local Planning Agency

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE LOCAL PLANNING AGENCY OF THE CITY OF CRESTVIEW, FLORIDA, AND WAS APPROVED BY THEM ON THE _____ DAY OF _____, 2022.

LPA CHAIRMAN OR LPA VICE CHAIRMAN

County Surveyor

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

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

Certification by Tax Collector

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

BEN ANDERSON, TAX COLLECTOR, OKALOOSA COUNTY, FLORIDA

Clerk's Certificate of Recording

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

IN PLAT BOOK _____ PAGE _____.

JD PEACOCK II
CLERK OF THE CIRCUIT COURT

Surveyor's Certificate

STATE OF FLORIDA, COUNTY OF OKALOOSA

I, ALLEN E. TUCKER, DO HEREBY CERTIFY THAT A SURVEY OF THE LANDS WITHIN THE BOUNDARY OF THIS PLAT HAS BEEN MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THE SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT P.R.M.'S HAVE BEEN SET AS SHOWN AND THAT P.C.P.'S WILL BE SET AS SHOWN AT SUCH TIME WHEN IMPROVEMENTS ARE COMPLETE OR WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

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

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

Prepared: APRIL 2022

PREPARED BY:

Gustin, Cothorn & Tucker, Inc.
Land Surveying & Mapping

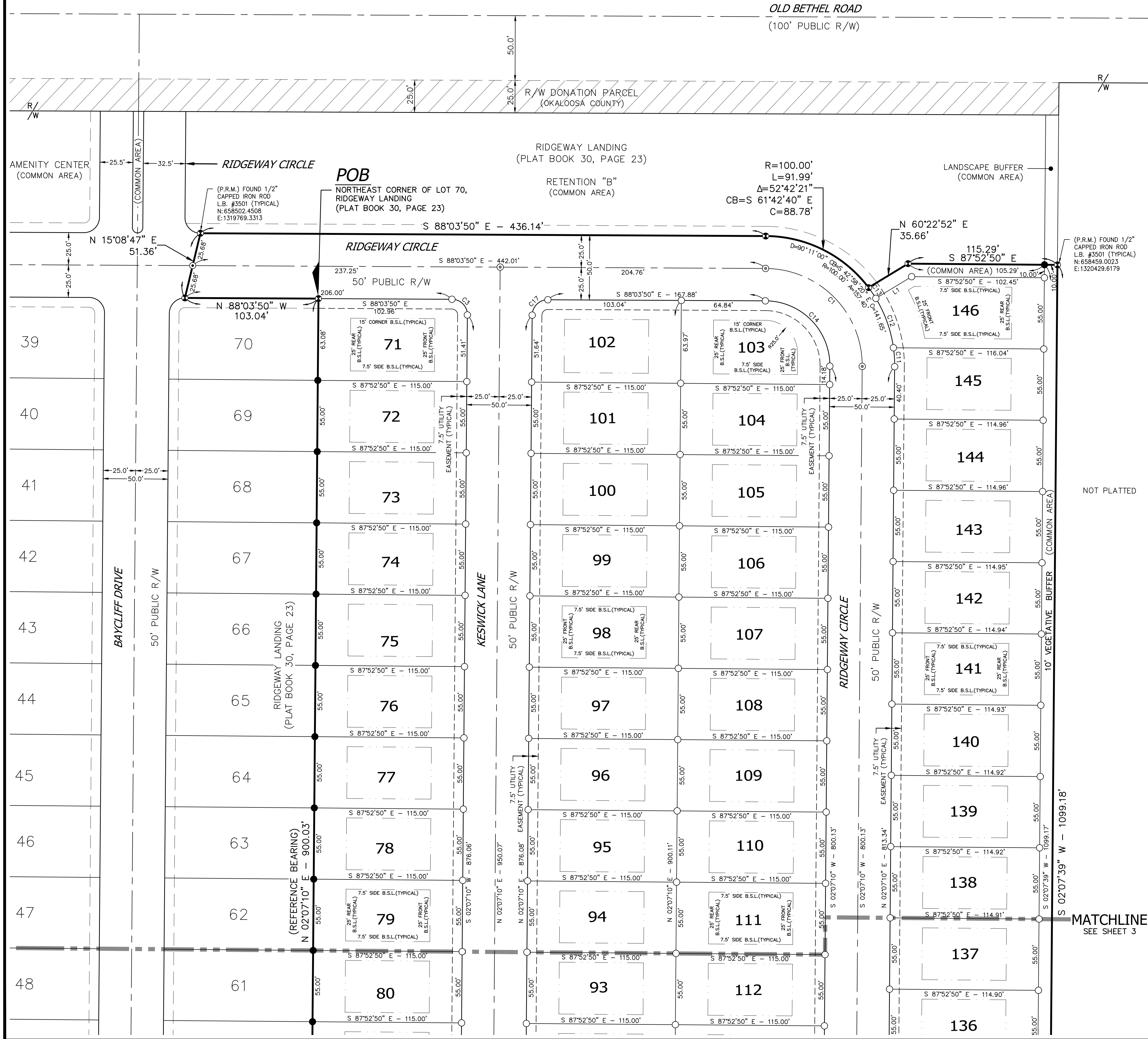
121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460

RIDGEWAY LANDING PHASE 2

SHEET 1 OF 3

RIDGEWAY LANDING PHASE 2

A RESIDENTIAL SUBDIVISION IN SECTION 5, TOWNSHIP 3 NORTH,
RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA



Legend

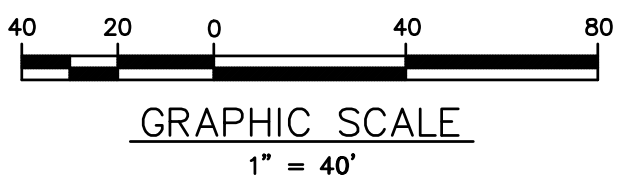
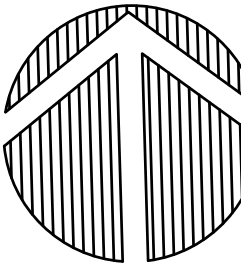
- = SET 1/2" CAPPED IRON ROD,
(L.B. #3501)
 - = FOUND 1/2" CAPPED IRON ROD,
(L.B. #3501)
 - ⊙ = SET PERMANENT CONTROL POINT,
(P.C.P.) (NAIL AND DISK, L.B. #3501)
 - ⊖ = FOUND PERMANENT CONTROL POINT,
(P.C.P.) (NAIL AND DISK, L.B. #3501)
 - ⦿ = SET PERMANENT REFERENCE MONUMENT,
(P.R.M.) (1/2" CAPPED IRON ROD, L.B. #3501)
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- P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
C/L = CENTERLINE
(°) = DEGREES
(') = MINUTES OR FEET
(") = SECONDS
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
O.R. = OFFICIAL RECORDS
No. OR # = NUMBER
POB = POINT OF BEGINNING
L.B. = LAND SURVEYING BUSINESS
L.S. = LICENSED SURVEYOR
± = MORE OR LESS
B.S.L. = BUILDING SETBACK LINES
N = NORTH OR NORTHING
E = EAST OR EASTING
R = RADIUS
L = ARC LENGTH
Δ OR D = DELTA ANGLE
CB = CHORD BEARING
C = CHORD

Building Setbacks

FRONT: 25 FEET
REAR: 25 FEET
SIDE: 7.5 FEET
*CORNER: 15 FEET

*CORNER SETBACKS (SIDE SETBACKS AT
CORNERS AS SHOWN) ARE 15 FEET UNLESS
OTHERWISE NOTED. PLEASE REFER TO LOTS
71, 86, 87, 102, 103, AND 118.

NORTH



LINE TABLE		
LINE#	BEARING	LENGTH
L1	N 60°22'52" E	32.32'

CURVE TABLE					
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	118.05'	75.00'	90°11'00"	S 42°58'20" E	106.24'
C3	18.89'	12.00'	90°11'00"	S 42°58'20" E	17.00'
C11	14.66'	100.00'	08°23'51"	N 02°04'46" W	14.64'
C12	40.74'	100.00'	23°20'27"	N 17°56'55" W	40.46'
C13	10.02'	100.00'	05°44'21"	N 32°29'19" W	10.01'
C14	78.70'	50.00'	90°11'00"	S 42°58'20" E	70.82'
C17	18.81'	12.00'	89°49'00"	N 47°01'40" E	16.94'

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

Prepared: APRIL 2022

PREPARED BY:

Gustin, Cothorn & Tucker, Inc.
Land Surveying & Mapping

121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460

RIDGEWAY LANDING PHASE 2

SHEET 2 OF 3

RIDGEWAY LANDING PHASE 2

A RESIDENTIAL SUBDIVISION IN SECTION 5, TOWNSHIP 3 NORTH,
RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA



Legend

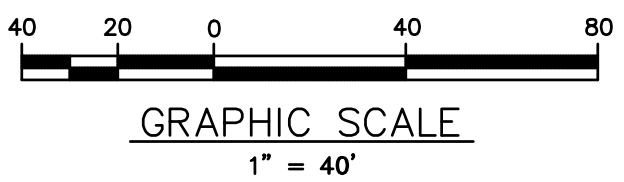
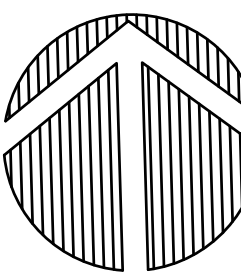
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Building Setbacks

FRONT: 25 FEET
REAR: 25 FEET
SIDE: 7.5 FEET
*CORNER: 15 FEET

*CORNER SETBACKS (SIDE SETBACKS AT CORNERS AS SHOWN) ARE 15 FEET UNLESS OTHERWISE NOTED. PLEASE REFER TO LOTS 71, 86, 87, 102, 103, AND 118.

NORTH



GRAPHIC SCALE
1" = 40'

CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C2	117.59'	75.00'	89°50'01"	S 47°02'10" W	105.91'
C4	18.81'	12.00'	89°50'01"	S 47°02'10" W	16.95'
C5	14.53'	50.00'	16°39'02"	S 79°43'18" E	14.48'
C6	14.29'	50.00'	16°22'25"	N 06°20'44" W	14.24'
C7	18.15'	60.00'	17°19'41"	S 80°03'37" E	18.08'
C8	38.17'	60.00'	36°26'52"	N 73°03'07" E	37.53'
C9	38.36'	60.00'	36°38'07"	N 36°30'37" E	37.71'
C10	34.27'	60.00'	32°43'30"	N 01°49'49" E	33.81'
C15	78.39'	50.00'	89°50'01"	S 47°02'10" W	70.61'
C16	18.88'	12.00'	90°09'59"	N 42°57'50" W	17.00'

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Prepared: APRIL 2022

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RIDGEWAY LANDING PHASE 2

SHEET 3 OF 3



Staff Report

CITY COUNCIL MEETING DATE: August 8, 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: 8/4/2022
SUBJECT: Update on new Public Records Portal Launch and Municode Codification

BACKGROUND:

The launch of the new public records portal is complete, and the codification legal review process should be completed soon.

DISCUSSION:

Public Records requests – The City of Crestview launched our new Public Records Information Portal, Next Request, successfully July 2022. This is a public records management system that is designed to improve efficiency in responding to public records requests. The portal allows the public to make requests through a link: <https://city-of-crestview-fl.nextrequest.com/> on our website. The public can obtain information on how to use the portal at: <https://help.nextrequest.com/knowledge/requester-resources>. However, the portal is very easy to use. This function is made available to the public because of our commitment to transparency. If you need general assistance, please contact the City Clerk's office, and we will be happy to assist you.

Municode – The Legal Review attorney, informed me that our Code is in review and should be completed no later than August 15th.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests

Attachments

None