CITY OF CRESTVIEW

CITY COUNCIL

CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING
SEPTEMBER 12, 2022
6:00 P.M.
COUNCIL CHAMBERS

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

1. Call to Order

2. <u>Invocation, Pledge of Allegiance</u>

2.1. Pastor Sherrell Compton of New Life International Worship Center

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Proclamation - Air Force Birthday

5.2. Proclamation - POW/MIA Day

5.3. Proclamation - Constitution Day

6. Consent Agenda

6.1. RIB #6 Planning and Design Task Orders

6.2. Annual WWTP O&M Contract Renewal

6.3. Intent To Award Water Tank Maintenance Contract

6.4. Approval of the 8/22/2022 City Council Budget Workshop Minutes

6.5. Approval of the 8/22/2022 Joint CRA and City Council Special Meeting Minutes

6.6. Approval of the 8/22/2022 City Council Regular Meeting Minutes

6.7. Acceptance of the proposal from Emerald Coast Striping, LLC for restriping Wilson Street

6.8. Task Order 2022-07, Foxwood Estates Low-Pressure Sewer System Design

6.9. Approval of Florida Power & Light Agreement

6.10. Florida Opioid Litigation Settlement Participation

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1894 - Richburg Lane Comprehensive Plan Amendment

8.2. Ordinance 1895 - Richburg Lane Rezoning

8.3. Ordinance 1896 - Taylor Farms Partial Plat Vacation

9. Resolutions

9.1. Resolution - Utility Work by Highway Contractor Agreement with DOT for Highway 85 Improvements

10. Action Items

10.1. Declaration of Surplus Property and Approval to Donate Property to Habitat for Humanity

10.2. Purchase of property from Crestview Investment Co. located at 114 Main Street and 148 Main Street.

10.3. Discussion to sell city-owned property located at 1445 Commerce Drive to Okaloosa County Tax Collector.

10.4. Discussion to sell three acres of City-owned property located on Old Bethel Road to Harrisburg LLC.

10.5. Mae Reatha Coleman Crestview Citizen of the Year Committee

11. City Clerk Report

12. City Manager Report

12.1. Financial Update - Finance Director

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

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

CITY OF CRESTVIEW Item # 5.1.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	J.B. Whitten, Mayor
DATE:	9/7/2022
SUBJECT:	Proclamation - Air Force Birthday

BACKGROUND:
Mayor Whitten will present a proclamation honoring the 75th Anniversary of the United States Air Force

DISCUSSION:
Mayor Whitten will read a proclamation declaring September 18, 2022 as the 75th Anniversary of the United States Air Force in Crestview.

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

No action required from Council.

Attachments

1. Proclamation _75th Air Force Anniversary

Proclamation

WHEREAS, the Unites States Air Force was founded 75 years ago through the National Security Act 1947 on September 18, 1947; and

WHEREAS, the Air Force was originally assembled into four components: Strategic Air Command, Tactical Air Command, Air Defense Command, and the Military Air Transport Service. Their mission has evolved over the next 60 years, as they took on more complex and elaborate roles involving air space and satellites for reconnaissance and intelligence operations.

WHEREAS, proud Air Force members today help keep the peace and provide unmatched capabilities from the air to support America's national defense needs in our Nation; and

WHEREAS, the addition of the 5th branch of armed forces initially created some controversy, but it quickly became clearly apparent that there was a need for this branch of service as an independent branch that is equal to other armed forces; and

WHEREAS, we salute all those men and women who don on the uniform of the US Air Force, and we pay tribute to the American Airmen that have excelled as they execute their missions to fly, fight, and win, delivering airpower anytime, anywhere in defense of our Country and its ideals; and

WHEREAS, the theme of their anniversary is "Innovate, Accelerate, Thrive, the Air Force at 75." There is no doubt that the Air Force will continue to do just that and will always be there to provide America with the airpower it needs to defend our great Nation.

NOW, THEREFORE I, JB Whitten, Mayor of the City of Crestview, Florida, do hereby proclaim the September 18, 2022, as the

75th Anniversary of the United States Air Force

in Crestview, Florida. Let us all honor those who wear the uniform, put our country first, and continue to provide our Nation with the air support needed to preserve our way of life.

DULY PASSED AND ADOPTED ON THIS 12TH DAY OF SEPTEMBER 2022

Mayor JB Whitten
City of Crestview

CITY OF CRESTVIEW

Item # 5.2.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	J.B. Whitten, Mayor
DATE:	9/7/2022
SUBJECT:	Proclamation - POW/MIA Day

BACKGROUND:

Mayor Whitten will present a proclamation to recognize the men and women who were held as POWs or have been deemed as MIA.

DISCUSSION:

Mayor Whitten will read the proclamation declaring September 16, 2022 as National POW/MIA Recognition Day in Crestview.

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

No action required from Council.

Attachments

1. Proclamation _POW-MIA Day 2022

Proclamation

WHEREAS, throughout our Nation's history, America's sons and daughters have heroically safeguarded our precious freedoms and defended the cause of liberty both at home and abroad; and

WHEREAS, we remember the more than 500,000 prisoners of war who have endured incredible suffering and brutality under conditions of extraordinary privation, and the tens of thousands of our patriots who are still missing in action; and

WHEREAS, as a grateful Nation, we honor those POWs who faithfully served through extreme hardship and unimaginable physical and emotional trauma. Their lives and resilience reflect the best of the American Spirit, and their immeasurable sacrifices have ensured the blessings of freedom for future generations; and

WHEREAS, it is our duty to reaffirm our unceasing efforts to seek out and recover our MIA personnel and recommit to working for their long-suffering families who deserve answers and solace for their missing loved ones; and

WHEREAS, as we commemorate the 77th anniversary of the end of World War II and reflect upon both the 72th anniversary of the start of the Korean War and the 47th anniversary of the end of the Vietnam War, we must pause to recognize the men and women who were held as POWs or deemed MIA in these conflicts against repressive ideologies.

NOW, THEREFORE I, JB Whitten, Mayor of the City of Crestview, Florida, do hereby proclaim September 16, 2022, as

NATIONAL POW/MIA RECOGNITION DAY

in Crestview, Florida. On National POW/MIA Recognition Day, we remember the debt we owe and pay tribute to our former prisoners of war and recommit to the difficult but essential task of seeking out answers for the families of those still missing.

DULY PASSED AND ADOPTED ON THIS 12TH DAY OF SEPTEMBER 2022

Mayor JB Whitten
City of Crestview

CITY OF CRESTVIEW Item # 5.3.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 2022
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	J.B. Whitten, Mayor
DATE:	9/7/2022
SUBJECT:	Proclamation - Constitution Day

BACKGROUND:
Mayor Whitten to read a proclamation commemorating the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America.

DISCUSSION:
Mayor Whitten will read a proclamation declaring the week of September 17 - 23, 2022 as Constitution Week in Crestview.

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

No action required from Council.

Attachments

1. Proclamation _Constitution Week 2022

Proclamation

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, every anniversary of the Constitution provides a historic opportunity for all citizens to understand the great importance of the provisions and principles contained in the Constitution in order to effectively support, preserve, protect, and defend it against all enemies, and

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, is the basis for America's great heritage and the foundation for our way of life; and

WHEREAS, it is fitting and proper to honor and recognize this magnificent document and its memorable anniversary; and to the patriotic celebrations which commemorates the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW, THEREFORE I, JB Whitten, Mayor of the City of Crestview, Florida, do hereby proclaim the week of September 17 - 23, 2022 as

CONSTITUTION WEEK

in Crestview, Florida. I ask all citizens to reaffirm the ideals that the Framers of the Constitution had in 1787, and to vigilantly reflect upon the privileges and liberties you have being an American citizen, which are granted to you by this their actions in framing this document. Remember that lost rights may never be regained.

DULY PASSED AND ADOPTED ON THIS 12TH DAY OF SEPTEMBER 2022

Mayor JB Whitten
City of Crestview

CITY OF CRESTVIEW Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/7/2022
SUBJECT:	RIB #6 Planning and Design Task Orders

BACKGROUND:

The City of Crestview has seen significant growth in recent years and that growth has created the need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). In addition, construction of the SR 85 bypass road and East-West corridor has begun and these roadways are being constructed on the existing effluent spray field area, thus reducing overall effluent disposal capacity at the WWTP. As part of the Phase IV WWTP Expansion and Rapid-Rate Infiltration Basins (RIBs) project, CH2M HILL designed the current RIBs site (5 RIBs with 0.63 million gallons per day (mgd) permitted capacity) to be expanded by the construction of RIB No. 6 as required by area growth, influent flows and property acquisition. The existing RIB system was put into service in July 2014. The City recently purchased an approximately 49-acre parcel to the Northeast of the WWTP to construct additional RIBs and help satisfy the need for additional effluent disposal capacity.

DISCUSSION:

The WWTP effluent disposal capacity was recently modified in the current permit due to the reduction in spray field area resulting from the roadway projects. The current disposal capacity of the spray field reduced from 2.10 MGD to 1.53 MGD. Jacobs has performed an in-depth hydrogeologic study of the existing RIBs site to determine the feasibility of increasing its permitted disposal capacity to recoup a portion of the lost spray field capacity. The results of this study validated the ability to increase effluent disposal through the existing RIBs to nearly double the original disposal rate; up from 0.63 MGD to 1.12 MGD. Jacobs has submitted a revised permit application to the Florida Department of Environmental Protection (FDEP) to request approval to rerate the permitted effluent disposal capacity of the existing RIBs. Upon acceptance, the current total effluent disposal capacity of the Crestview WWTP will be 2.65 MGD. At this planning stage of the project, Jacobs will utilize available soils data, topographic survey data and loading rates evaluated in Crestview's existing RIBs to estimate the disposal capacity for the RIB 6 property. The projected amount of effluent disposal after completion of RIB 6, and the final approval of the existing RIB re-rate by FDEP, is projected to be 3.52 MGD.

GOALS & OBJECTIVES

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

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.

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

Task Order 2022-04 is for the Preliminary Design and Permitting for RIB 6 at a cost of $346,300; Task Order 2022-05 is for the Detailed Design and Engineering Services during the Construction phase of the project at a cost of $273,000. Both of these Task Orders are funded though the State Revolving Fund loan program.

RECOMMENDED ACTION

Staff respectfully requests approval of Task Orders 2022-04 & 2022-05 to complete the design and permitting for RIB 6 at the WWTP.

Attachments

1. Task Order 2022-04 RIB6-PreliminaryDesign-Permitting
2. Task Order 2022-05_RIB 6 Infiltration Basin Expansion
3. RIB 6 Conceptual Design Report_08-31-22

TASK ORDER 2022 - 04

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 03, 2021 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for the Rapid-Rate Infiltration Basin Expansion Preliminary Design and Permitting

Article A. Purpose

The City of Crestview (City) has seen significant population growth in recent years and that growth has created the need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). In addition, planned expansion of the SR 85 bypass road and future East-West corridor will be constructed on the existing effluent spray field thus reducing overall effluent disposal capacity at the WWTP. As part of the Phase IV WWTP Expansion and RIBs project, CH2M HILL Engineers, Inc., a wholly-owned subsidiary of Jacobs Engineering Group (Jacobs) designed the current RIBs site (5 RIBs with 0.63 million gallons per day (mgd) permitted capacity) to be expanded by the construction of RIB No. 6 as required by area growth, influent flows and property acquisition. The existing RIB system was put into service in July 2014. However, the City was not able to acquire the land parcel on which RIB No. 6 was to be constructed. Jacobs will be initiating a field study on the existing RIB siteto collect additional data to support a substantial modification of the current operating permit to increase the permitted disposal capacity of the RIB system.

The City has identified a parcel of land located northeast of the WWTP site (RIB 6 property) as another potential reuse disposal site. The construction of RIBS on this property is required to meet the City's rapidly growing wastewater disposal needs. The purpose of Task Order 2022-04 is to authorize and direct Jacobs to proceed with the professional engineering and consulting services for site-specific evaluations, preliminary design and permitting of a new infiltration system on the RIB 6 property.

Article B. Scope of Services:

Project Understanding

A forested, vacant land parcel adjacent to the Crestview WWTP, referred to herein as the RIB 6 property, has been identified as a potential site for an infiltration system. See Figure 1 for the location and boundaries of the parcel to be evaluated. The parcel is 48.7 acres in size and is similar (topography and soil types) to the City's existing RIB site located south of the RIB 6 parcel.

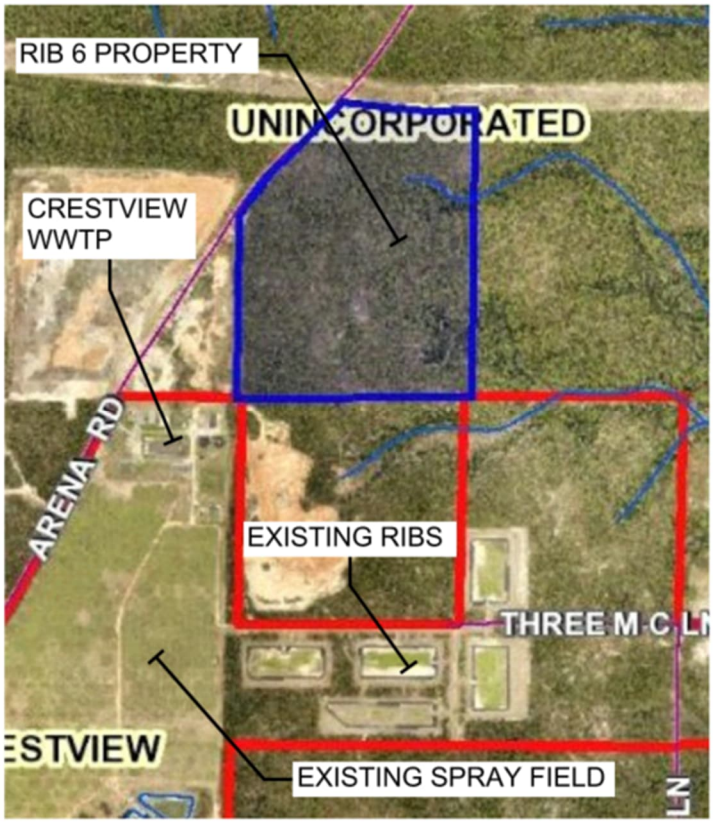


FIGURE 1 – CRESTVIEW WWTP AND RIB 6 SITE PLAN

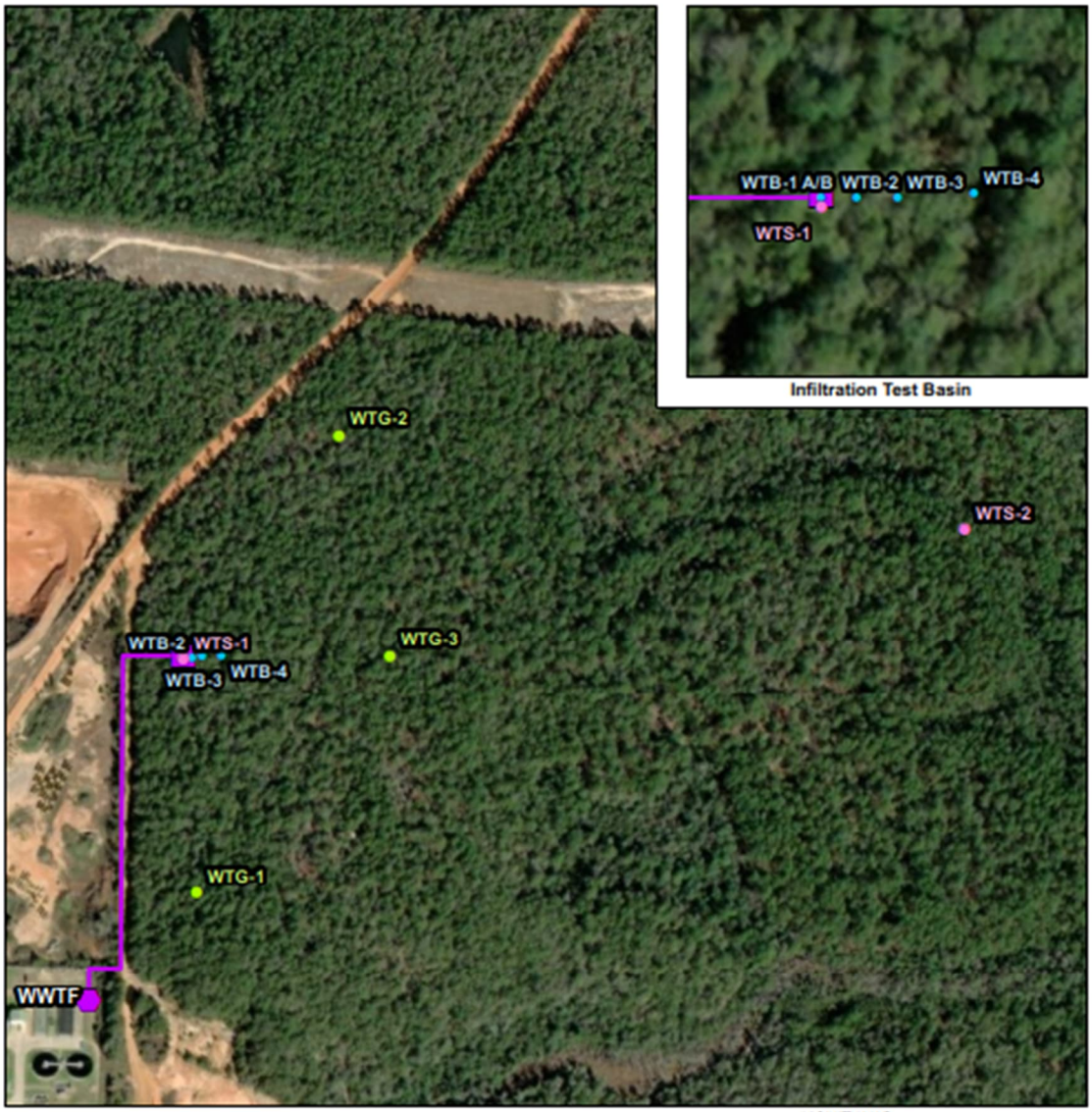
This project will include site-specific field investigations of the parcel, including, surface and groundwater sampling and hydrogeologic conditions. A hydraulic loading evaluation and groundwater modeling will also be performed to provide data required to prepare the preliminary design documents and submit an application for a Florida Department of Environmental Protection (FDEP) construction permit.

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 data needed to evaluate site suitability, capacity, design requirements, and potential impacts of an infiltration system. The site-specific investigations, which will be completed as part of this task, include a general assessment of site characteristics, a hydrogeologic investigation, and surface water survey.

Jacobs will conduct a hydrogeologic investigation to evaluate the capability of the proposed project site to perform successfully on a long-term basis. Information from the investigation will also be used to develop a numerical groundwater flow model of the proposed RIB system. Jacobs will utilize the monitoring wells installed in Task Order 2022-01 to perform the hydraulic testing described in the subtasks below. Refer to Figure 2 for the type and locations of the borings and monitoring wells installed. This information will be used to evaluate the proposed stand-alone RIB system within the RIB 6 parcel as described in Task 2 below.



Legend

- W3 Source Hookup
- Infiltration Test Basin
- Temporary Reclaimed Water Line
- Wingard Temporary Silling Wells (WTS)
- Wingard Temporary Groundwater Wells (WTG)
- Wingard Temporary Inf. Test Basin Wells (WTB)

Notes:
1. Sources: Aerial Imagery, Topographic Map, ESRI 2021; Parcels, Okaloosa County Property Appraiser 2021.

0 310 620 930 1,240 Feet

N

VICINITY MAP

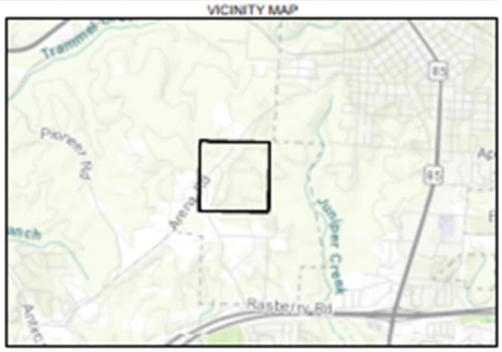


Figure 2
Drilling SOW - Field Study General Map
Wingard Infiltration System Field Investigation
City of Crestview WWTF, FL

Jacobs

Task 1.1 – Hydraulic Testing

One, 20-day hydraulic loading test will be conducted to estimate the surface and near-surface infiltration capacity of the soils. The City will construct a shallow basin approximately 2 feet deep with a bottom area of approximately 625 square feet (25 feet by 25 feet) and impermeable side walls using a backhoe.. The loading test will be conducted by maintaining a minimum of 0.5 feet of water in the test basin for the 20-day test period while recording the flow rate, ponded water depth, and rainfall depth. The loading test period may be shortened if steady-state groundwater elevations beneath the basin are achieved prior to the end of the 20-day loading period. The initial flow rate into the test basin is expected to be approximately 40 gpm with a steady-state rate of less than 10 gpm.

The basin will be constructed in the immediate vicinity of the 2-inch diameter groundwater wells (WTB series) shown in Figure 2. Jacobs will continuously monitor water levels in up to 10 strategically placed monitoring points 5 days prior to the infiltration test, during the test, and for an additional 7 days after the loading test has ceased, resulting in continuous monitoring of approximately one month. Source water for the basin test will be obtained from the Crestview WWTP in the vicinity of the sludge drying beds via a temporary, 1-1/2-inch Schedule 40 PVC, above-ground pipeline. The temporary pipeline will be installed by Jacobs O&M group with an estimated maximum length of 1,200 feet.

Slug testing will be conducted using selected 2-inch diameter groundwater wells previously installed. A minimum of five slug tests will be performed.

Task 1.2 – Data Reduction

The following information will be developed from the available published and site-specific data gathered in Task 1.1 as well as collected in Task Order 2022-01 and will be included in the engineering report:

- General site description, including various property owners and boundaries in the vicinity of the infiltration system.
- Geologic information from available literature including information concerning sinkhole features within one mile of the site
- Identification, extent, and characterization of shallow aquifer horizons and potential aquitard (low-permeability) horizons underlying the site
- Water table elevations at the time of the hydrogeologic investigation
- Surface water classified pursuant to Chapter 62-302 that are located within one mile of the site will be located on a map and described with respect to classification, average elevation, uses, and approximate distance from the site. Jacobs will also use existing map data and the wetlands survey conducted during the planning phase of this project under Task Order 2022-01 to identify the extent of wetlands on the site.
- Direction and rate of existing groundwater flow
- Information on existing water supply wells (and monitoring wells, as appropriate) within one mile of the site. This information will be compiled from existing data from the Northwest Florida Water Management District, FDEP, and Okaloosa County records.

Task 1.3 – Surface Water Background Sampling

Based on Jacobs's recent experience permitting infiltration system projects in Northwest Florida, it is expected that the FDEP will be concerned about potential impacts to adjacent streams and wetlands from the loading of reclaimed water to the infiltration system. Therefore, Jacobs will collect one grab sample from each surface water body located on the site and within one-quarter mile of the site. The samples will be shipped to a testing lab for water quality and characterization testing to provide initial background data on the water quality of these streams. Single grab samples will be collected at approximately WTS-2 as shown on Figure 2. Another grab sample will be collected at the current RIB permit background sampling point SW-7 located at intersection of Juniper Creek and powerline right-of-way northeast of the proposed infiltration system site.

Deliverables

- Site Investigation Technical Memorandum

Task 2 – Hydraulic Loading and Groundwater Mounding Analysis

Jacobs will perform a groundwater mounding analysis of the proposed RIBs after completion of Task 1. The purpose of this analysis is 1) to optimize the infiltration system design and layout, estimate average annual recharge to groundwater and 2) evaluate the long-term effects of loading on the surficial aquifer in the vicinity of the site. The mounding analysis will be performed using the hydrogeological and geotechnical field data and other relevant data collected in Task 1. These data will be used to construct and calibrate a numerical model of the groundwater system.

The numerical model will be developed based on the existing steady state groundwater flow model for the Crestview RIBs site. The domain of the model will be expanded, and the model will be calibrated to the groundwater elevations generated from the groundwater level measurements collected in Task 1. The model will be calibrated to both steady state and transient conditions using site-wide groundwater elevation measurements and groundwater elevation measurements collected during load testing.

The calibrated groundwater model will then be used to conduct simulations of various infiltration system layouts and loading scenarios to optimize basin number, location, size, shape, bottom area, and distribution to optimize steady-state disposal capacity. The effect of transient (seasonal) loading rates will then be evaluated. This will be an iterative process and will include refinement of the layout. Jacobs will prepare a technical memorandum presenting the results of the groundwater mounding analysis and selected infiltration system. This information will be incorporated into the PER.

Deliverables

- Hydraulic Loading and Groundwater Mounding Analysis Technical Memorandum

Task 3 – Evaluation of Long-Term Environmental Impacts

Information developed in the previous TMs will be used to evaluate the long-term impact of the proposed project on the environmental resources of the area including:

- Changes in the water table elevations due to natural fluctuations and the proposed hydraulic loading rates at each site
- Prediction of the rate and direction of movement of the applied water
- Justification and documentation of using buffer zone minimum distance criteria and selection of hydraulic loading rates
- Emergency overflow protection and operation during extreme wet weather events
- Design contingencies
- Impact on public health, safety and welfare.

Deliverables

- Long-Term Environmental Impacts Evaluation Technical Memorandum

Task 4 – Preliminary Design

During the preliminary design phase Jacobs will further develop the infiltration system conceptual site plan based on results of field investigations and groundwater mounding analysis. The preliminary design will include 30% design plans and a brief TM to identify the basis of design. The design plans will consist of civil, process mechanical, structural, and instrumentation and controls for new rapid-rate infiltration basins, effluent disposal pump station and conveyance piping.

Jacobs will also develop a preliminary engineering report (PER) for the recommended infiltration system based on results of the field investigations and groundwater mounding analysis. The PER will be prepared using data, end-products, and conclusions from all previous Tasks and TMs prepared for this project along with previous Tasks and TMs prepared under Task Order 2022-01 and will include an executive summary.

An operations and maintenance (O&M) plan for the proposed facilities will also be developed. This will include a schedule for basin loading based on the overall loading rate determined for the site and maintenance activities. Additionally, a ground water monitoring plan will also be prepared.

Deliverables

Jacobs will provide the following deliverables as a result of this task:

- One deliverable of the PER (two hard-copies and three external thumb drives) that is a compilation of technical memorandums prepared including:
- TM's from Tasks 1 – 3 of Task Order 2022-01:
    - Threatened and Endangered Species Survey TM
    - Conceptual Design TM
- TM's from Tasks 1 – 4 of this Task Order:

    - Site Investigation TM, which will include results and analyses of Near-Surface Soils Investigation, Hydrogeologic Investigation, and Surface Water Background Sampling
    - Hydraulic Loading and Groundwater Mounding Analysis TM
    - Long-Term Environmental Impacts Evaluation TM
- Preliminary Design Drawings
- Preliminary Design TM
- O&M Plan Technical Memorandum, which will also include a proposed groundwater monitoring plan for the infiltration system site.

Task 5 – Wastewater Permit Application

Jacobs will prepare the application for a wastewater permit to authorize the construction and operation of the RIB 6 Property Reclaimed Water Infiltration System for the Crestview WWTP. One pre-application meeting will be held with FDEP to ensure cohesion and to allow FDEP to provide guidance upfront. Jacobs will fill out and complete FDEP Forms 62-620.910(1) and 62-620.910(2) and compile the preliminary engineering report for the rapid-rate infiltration system. The TMs prepared for the previous tasks will be compiled into a PER. An executive summary will also be prepared and included in the PER.

The PER will summarize the field data, present the groundwater mounding analysis, provide a conceptual site plan for proposed onsite facilities, present a proposed groundwater monitoring plan, and evaluate the long-term impact of the proposed project on environmental resources of the area. The permit application and associated support documents will be prepared as a single WWTP permit modification application for the RIB 6 infiltration system facilities, WWTP improvements, and conveyance facilities (pump stations and pipelines) to transfer the reclaimed water to the new infiltration system site. Jacobs will provide the City with two (2) hard copies and (3) external thumb drives containing PDF copies of all submitted information. Jacobs will provide the FDEP with one (1) hard copy and an electronic copy of the wastewater permit application package.

This task assumes that the City will submit the permit application fee to FDEP.

Jacobs will provide written responses for up to two reasonable requests for additional information submitted by the FDEP to the City. The requests for additional information from the FDEP agencies are sometimes difficult to anticipate, and the process is open to review by several outside agencies, which can raise questions about new issues. Consequently, additional services may be required after initial reviews of submittals are made. Additional tasks may also be added to the scope of work, as they are required during the permitting process, as requested by the City.

Deliverables

Jacobs will provide the following deliverables as a result of this task:

- FDEP permit application package

Assumptions and Specific Conditions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver to the City of each of the following: Two (2) hard copies and an electronic PDF copy of the PER, which will include all technical memorandums; two (2) hard copies and three (3) external thumb drives containing the complete wastewater permit application materials for the infiltration system site.

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

- Field analyses and evaluations will be performed on the RIB 6 parcel with an area of 48.7 acres.
- The level of effort for these Tasks are based on modeling and conceptual engineering of one infiltration system method.
- Jacobs will use existing parcel boundary lines and topographic data available from the survey performed by Jacob's subcontractor, Okaloosa County GIS and other sources to prepare the design drawings.
- WTS Wells 1 and 2 will be removed by Jacobs after the completion of the Task 1 field study activities. All other WTG and WTB wells will be abandoned during construction of the infiltration system and the abandonment cost is not included in this task order.
- The City will submit the permit application fee to FDEP.
- Surface water sampling activities will be conducted by the same vendor (The Water Spigot) that currently conducts quarterly permit compliance groundwater and surface water sampling for the Crestview WWTP.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of information gathered and or provided by governing agencies, the City and other industry sources.
- The information gathered from the soil borings and site investigations in this task will be relied upon to permit and prepare the design and ready for bid documents. The site investigation will include sampling and monitoring at various locations across the site; however, actual soil and groundwater characteristics may vary between sampling locations and times. Because of the inherent uncertainties in subsurface evaluations, unanticipated underground conditions may be encountered that are outside Jacobs control and therefore may not be held liable for unforeseen changes required during construction.

Article C. Project Schedule

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

TABLE 1 – PRELIMINARY SCHEDULE
Rapid-Rate Infiltration Basin Expansion Preliminary Design and Permitting

Task	Projected Completion Date
Task 1 – Site Investigations	Within 11 weeks of NTP
Task 2 – Hydraulic Loading and Groundwater Mounding Analysis	Within 8 weeks of completion of Task 1
Task 3 – Evaluation of Long-Term Environmental Impacts	Within 2 weeks of completion of Task 2
Task 4 – Preliminary Design	Within 15 weeks of completion of Task 3
Task 5 – Wastewater Permit Application	
- Submit draft permit application & PER for City Review	Within 3 weeks of completion of Task 4, approximately 36 weeks from NTP
- Submit final permit application & PER to FDEP	Within 2 weeks of receiving all review comments from the City; approximately 38 weeks from NTP

Article D. Compensation

As compensation for providing the services described in Article B. Scope of Services of this task order, the City shall pay Jacobs in accordance with Section 5 of the Agreement, on a time and material basis with a not-to-exceed amount of $346,300. The estimated breakdown of fees is shown in Table 2 below.

TABLE 2 – ESTIMATED FEE SUMMARY
Rapid-Rate Infiltration Basin Expansion Preliminary Design and Permitting

Task	Estimated Fee Amount
Task 1 – Site Investigations	$112,800
Task 2 – Hydraulic Loading and Groundwater Mounding Analysis	$79,600
Task 3 – Evaluation of Long-Term Environmental Impacts	$16,400
Task 4 – Preliminary Design	$79,200
Task 5 – Wastewater Permit Application	$23,700
Field Work Travel Expenses	$6,000
Field Work General Expenses	$2,500
Data Collection Equipment Rental Allowance	$24,000
Surface Water and Groundwater Sample Laboratory Analysis Allowance	$2,100
Total	$346,300

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2022-04. Communications between the parties and between Jacobs's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, Florida	For Jacobs
Name: Wayne Steele	Name Scott Jernigan
Address: P.O. Drawer 1209 Crestview, Florida 32536	Address: 25 W. Cedar Street, Suite 350 Pensacola, Florida 32502
Telephone: (850) 682-6134	Telephone: (850) 941-7282

Article F. Authorization:

Task Order 2022-04 is effective as of _____, 2022	
Accepted for City by:	Accepted for Jacobs by:
Name: J.B. Whitten	Name: Nick Freeman
Title: Mayor	Title: Principal Project Manager

TASK ORDER 2022 - 05

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 03, 2021 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for the Rapid-Rate Infiltration Basin Expansion – Detailed Design and Construction

Article A. Purpose

The City of Crestview (City) has seen significant population growth in recent years and that growth has created the need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). In addition, planned expansion of the SR 85 bypass road and future East-West corridor will be constructed on the existing effluent spray field thus reducing overall effluent disposal capacity at the WWTP. As part of the Phase IV WWTP Expansion and RIBs project, CH2M HILL Engineers, Inc., a wholly-owned subsidiary of Jacobs Engineering Group (Jacobs) designed the current RIBs site (5 RIBs with 0.63 million gallons per day (mgd) permitted capacity) to be expanded by the construction of RIB No. 6 as required by area growth, influent flows and property acquisition. The existing RIB system was put into service in July 2014. However, the City was not able to acquire the land parcel on which RIB No. 6 was to be constructed. Jacobs will be initiating a field study on the existing RIB site, under a separate task order, to collect additional data to support a substantial modification of the current operating permit to increase the permitted disposal capacity of the RIB system.

The City has identified a parcel of land located northeast of the WWTP site (RIB 6 property) as another potential reuse disposal site. The construction of RIBS on the RIB 6 property is required to meet the City's rapidly growing wastewater disposal needs. The purpose of Task Order 2022-05 is to authorize and direct Jacobs to proceed with the professional engineering and consulting services for the detailed design of a new infiltration system on the RIB 6 property.

Article B. Scope of Services:

Project Understanding

A forested, vacant land parcel adjacent to the Crestview WWTP (RIB 6 property) has been identified as a potential site for an infiltration system. See Figure 1 for the location and boundaries of the parcel to be evaluated. The parcel is 48.7 acres in size and is similar (topography and soil types) to the City's existing RIB site located south of the RIB 6 parcel.

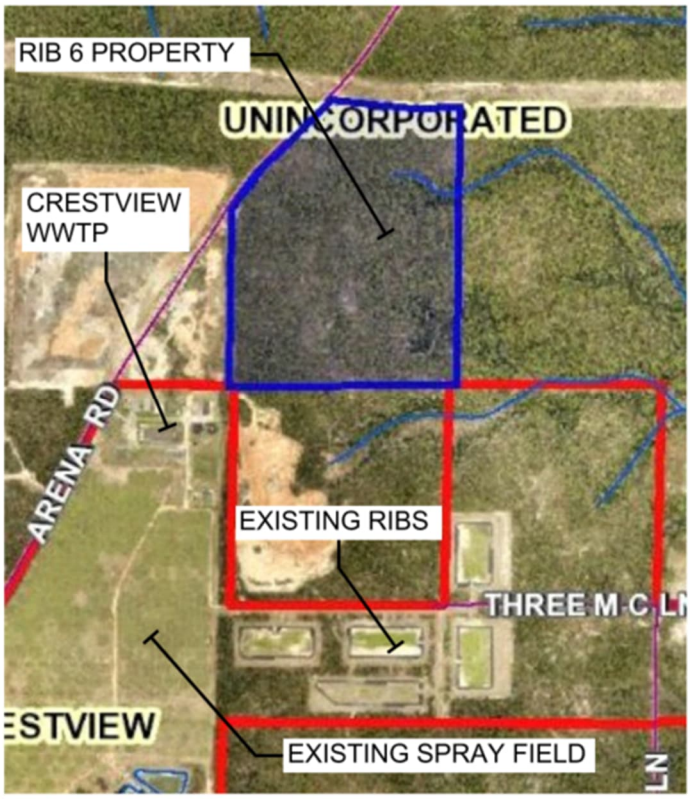


FIGURE 1 – CRESTVIEW WWTP AND RIB 6 SITE PLAN

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

Task 1 – Detailed Design

Following completion of the preliminary design phase under Jacobs Task Order 2022-04, Jacobs will provide design services to develop construction plans and specifications for the RIBs expansion. Jacobs will develop the following submittals and submit to the City for review and comment:

90% Submittal

The 90% submittal will provide detailed drawings that include developed General, Civil, Mechanical, Structural, Electrical, and Instrumentation and Control sheets. Draft front-end specifications and detailed technical specifications will also be provided.

Released for Bid Submittal

Jacobs will compile comments from the 90% deliverable and finalize any remaining information into a Released for Bid package that will include detailed drawings for all disciplines and a final specification package.

Jacobs will submit 2 hard copies and a PDF copy at each submittal phase and will conduct a review meeting to address comments and questions regarding information presented.

Deliverables

Under this subtask, Jacobs will deliver to City the following items:

- 90% submittal
- Released for Bid submittal

Task 2 – Bid Phase Services

Jacobs will assist with bidding services for the construction of the RIBs expansion. City will provide electronic copies of the bid documents to prospective bidders, equipment suppliers, or other parties upon request.

Jacobs will respond to requests for information and produce addenda to the bid documents to address questions and changes discovered during the bid phase.

Jacobs will coordinate and attend a prebid meeting. Jacobs will prepare meeting notes from the meeting and distribute to plan holders electronically as part of an addendum.

Jacobs will attend the bid opening and tabulate the bid proposals, perform an analysis of the bids, and make a recommendation to the City for award of the contract pending City's legal review.

Jacobs will prepare conformed documents that will incorporate the changes made during the addenda. These will be distributed to the City and selected Bidder for execution.

Deliverables

Under this task, Jacobs will deliver to the City the following items:

- Up to three (3) addenda
- Prebid agenda and meeting summary
- Bid tabulation and recommendation of award

Upon selection of a Bidder by City, Jacobs will prepare five (5) half-size sets of the Conformed Contract Documents for execution and use during construction. Jacobs will also provide an electronic copy to the selected Bidder and City.

Task 3 – Services During Construction

Jacobs will provide limited engineering services during construction for the construction of the RIBs expansion. Items under this task generally include:

- Attendance at preconstruction conference
- Submittal review
- Pay application review
- Response to requests for information
- Preparation of change orders

- Progress meetings
- Contract closeout documentation
- Preparation of as-builts drawings

Site Visits

JACOBS will make visits to the site to attend the preconstruction meeting and monthly construction progress meetings, as well as additional visits at key milestones during construction. The schedule of these site visits is anticipated to be such that it can maximize the purpose of the visit at key points during construction and on an “as-needed” basis. Each site visit will require approximately 4 hours, including travel, field observation and report development. Anticipated site visits include:

- Preconstruction conference
- (8) Monthly progress meetings
- (8) “As needed” visits
- (16) Bi-weekly site visits
- Substantial Completion and punch list
- Final Completion

Final Inspection

JACOBS will review the work at the substantial completion and final completion stages. JACOBS will prepare one (1) punch list of items requiring completion or correction. JACOBS will make recommendations to City regarding acceptance of the work based on the results of the final inspection.

Assumptions and Specific Conditions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver to the City of each of the following: contract documents, plans, and specifications of sufficient detail to obtain a reasonably accurate bid for services to construct the proposed improvements and for the Contractor selected to be able to construct the facility and to assist the City with 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 described in this scope of services, the scope of work and compensation shall be modified accordingly and approved by the City in writing before any changes to this scope of services can be implemented or delivery of the original scope of services completed.

- Field analyses and evaluations will be performed on the RIB 6 parcel with an area of 48.7 acres.

- Jacobs will use existing parcel boundary lines and topographic data available from the survey performed by Jacob's subcontractor, Okaloosa County GIS and other sources to prepare the design drawings.
- The design and released for bid drawing package is assumed to include up to nine (9) general and legend sheets, nineteen (19) detailed design sheets, and twelve (12) detail sheets.
- WTS Wells 1 and 2 will be removed after the completion of Task Order 2022-04. All other WTG and WTB wells will be abandoned during construction of the infiltration system and the abandonment cost is not included in this task order.
- The City will advertise the project for bidding.
- If the Jacobs is called upon to observe the work of City's Construction Contractor(s) for the detection of defects or deficiencies in such work, Jacobs will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect.
- Jacobs shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors since these are solely the City's responsibility under contract for construction between the City and Contractor.
- Recommendations by Jacobs to the City for periodic construction progress payments to the construction contractor(s) will be based on Jacobs's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Jacobs to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that Jacobs has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the City and the construction contractors that affect the amount that should be paid.

Article C. Project Schedule

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

TABLE 1 – PRELIMINARY SCHEDULE
Rapid-Rate Infiltration Basin Expansion

Task	Projected Completion Date
Task 1 – Detailed Design	Within 15 weeks of completion of TO 2022-04
Task 2 – Bid Phase Services	Within 6 weeks of advertisement
Task 3 – Services During Construction	Within 42 weeks of Award

Article D. Compensation

As compensation for providing the services described in Article B. Scope of Services of this task order, the City shall pay Jacobs in accordance with Section 5 of the Agreement, on a time and material basis with a not-to-exceed amount of $273,000. The estimated breakdown of fees is shown in Table 2 below.

TABLE 2 – ESTIMATED FEE SUMMARY
Rapid-Rate Infiltration Basin Expansion

Task	Estimated Fee Amount
Task 1 – Detailed Design	$209,400
Task 2 – Bid Phase Services	$12,000
Task 3 – Services During Construction	$47,500
Field Work Travel Expenses	$3,100
Field Work General Expenses	$1,000
Total	$273,000

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2022-05. Communications between the parties and between Jacobs's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, Florida	For Jacobs:
Name: Wayne Steele	Name Scott Jernigan
Address: P.O. Drawer 1209 Crestview, Florida 32536	Address: 25 W. Cedar Street, Suite 350 Pensacola, Florida, 32502
Telephone: (850) 682-6134	Telephone: (850) 941-7282

Article F. Authorization:

Task Order 2022-05 is effective as of _____, 2022	
Accepted for City by:	Accepted for Jacobs by:
Name: J.B. Whitten	Name: Nick Freeman
Title: Mayor	Title: Principal Project Manager

JACOBS

Memorandum

25 W Cedar Street
Suite 350
Pensacola, FL 32502
www.jacobs.com

Subject	**Conceptual Design Report**	**Project Name**	Crestview WWTF RIB 6
Attention	City of Crestview Public Services	**Project No.**	D3592900
From	Jacobs Engineering		
Date	08/31/2022		

The City of Crestview (City) has seen significant growth in recent years and that growth has created the need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). In addition, construction of the SR 85 bypass road and East-West corridor has begun and these roadways are being constructed on the existing effluent spray field area, thus reducing overall effluent disposal capacity at the WWTP. As part of the Phase IV WWTP Expansion and Rapid-Rate Infiltration Basins (RIBs) project, CH2M HILL designed the current RIBs site (5 RIBs with 0.63 million gallons per day (mgd) permitted capacity) to be expanded by the construction of RIB No. 6 as required by area growth, influent flows and property acquisition. The existing RIB system was put into service in July 2014. However, the City was not able to acquire the land parcel on which RIB No. 6 was to be constructed. The City recently purchased an approximately 49-acre parcel to the Northeast of the WWTP to construct additional RIBs and help satisfy the need for additional effluent disposal capacity.

1. Existing Effluent Disposal

Prior to the construction of the SR 85 bypass, effluent from the Crestview WWTP was disposed of by means of a 241-acre spray field and 5 Rapid Infiltration Basins (RIBs). A total of 0.63 million gallons per day (MGD) of disposal was permitted at the RIBs and a total of 2.10 MGD was permitted at the spray field. The treated wastewater is disinfected through a chlorine contact basin and the effluent then collects in the RIB pump station at the outfall of the basin. The effluent is pumped from there to the existing RIBs until the permitted daily RIB disposal capacity is reached. The outfall basin also has a 30" overflow pipe to convey the remaining effluent flows to the 10 million-gallon (MG) spray field holding ponds.

The WWTP effluent disposal capacity was recently modified in the current permit due to the reduction in spray field area resulting from the roadway projects. Appendix A includes maps of the effective spray field area before and after the permit modification. The current disposal capacity of the spray field reduced from 2.10 MGD to 1.53 MGD. Jacobs has performed an in depth hydrogeologic study of the existing RIBs site to determine the feasibility of increasing its

permitted disposal capacity to recoup a portion of the lost spray field capacity. The results of this study validated the ability to increase effluent disposal through the existing RIBs to nearly double the original disposal rate; up from 0.63 MGD to 1.12 MGD. Jacobs has submitted a revised permit application to the Florida Department of Environmental Protection (FDEP) to request approval to rerate the permitted effluent disposal capacity of the existing RIBs. Upon acceptance, the current total effluent disposal capacity of the Crestview WWTP will be 2.65 MGD.

2. Proposed Effluent Disposal Upgrades

To help meet the continued need for effluent disposal, the City purchased approximately 49 acres to the Northeast of the WWTP to be used for future effluent disposal. The location of this property in proximity to the WWTP is shown below in Figure 1.1. Also shown in Figure 1.1 is the existing RIBs, Crestview WWTP, spray field, and the spray field holding ponds. A preliminary evaluation of the new property was performed to determine the optimum method for disposal. Due to the sites native soils and the existing topography, RIBs were the chosen method of disposal. Figure 1.2 shows a layout of the property and a preliminary configuration of the RIBs. This RIBs expansion project is commonly referred to as the RIB 6 project since there are currently 5 total existing RIBs.

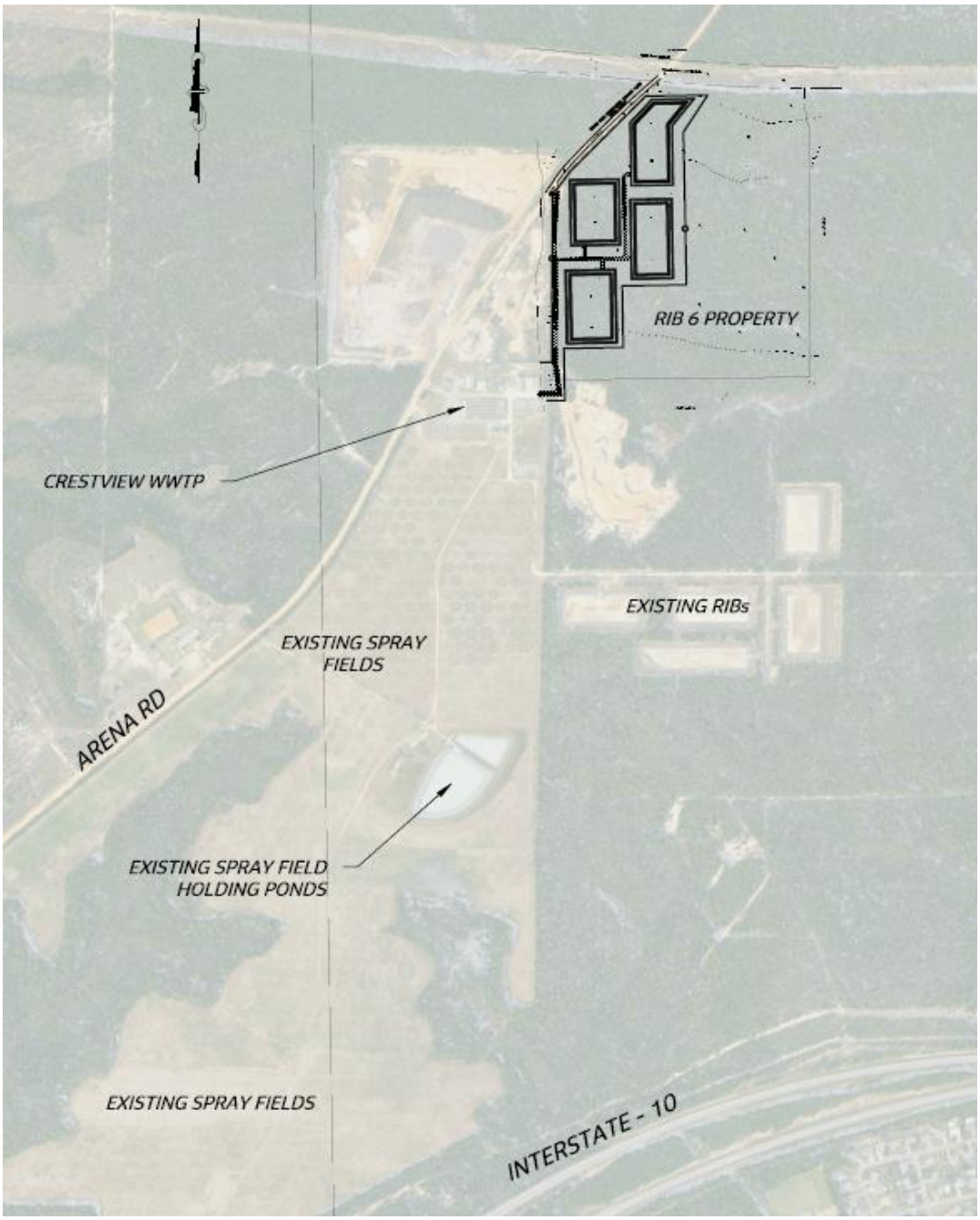
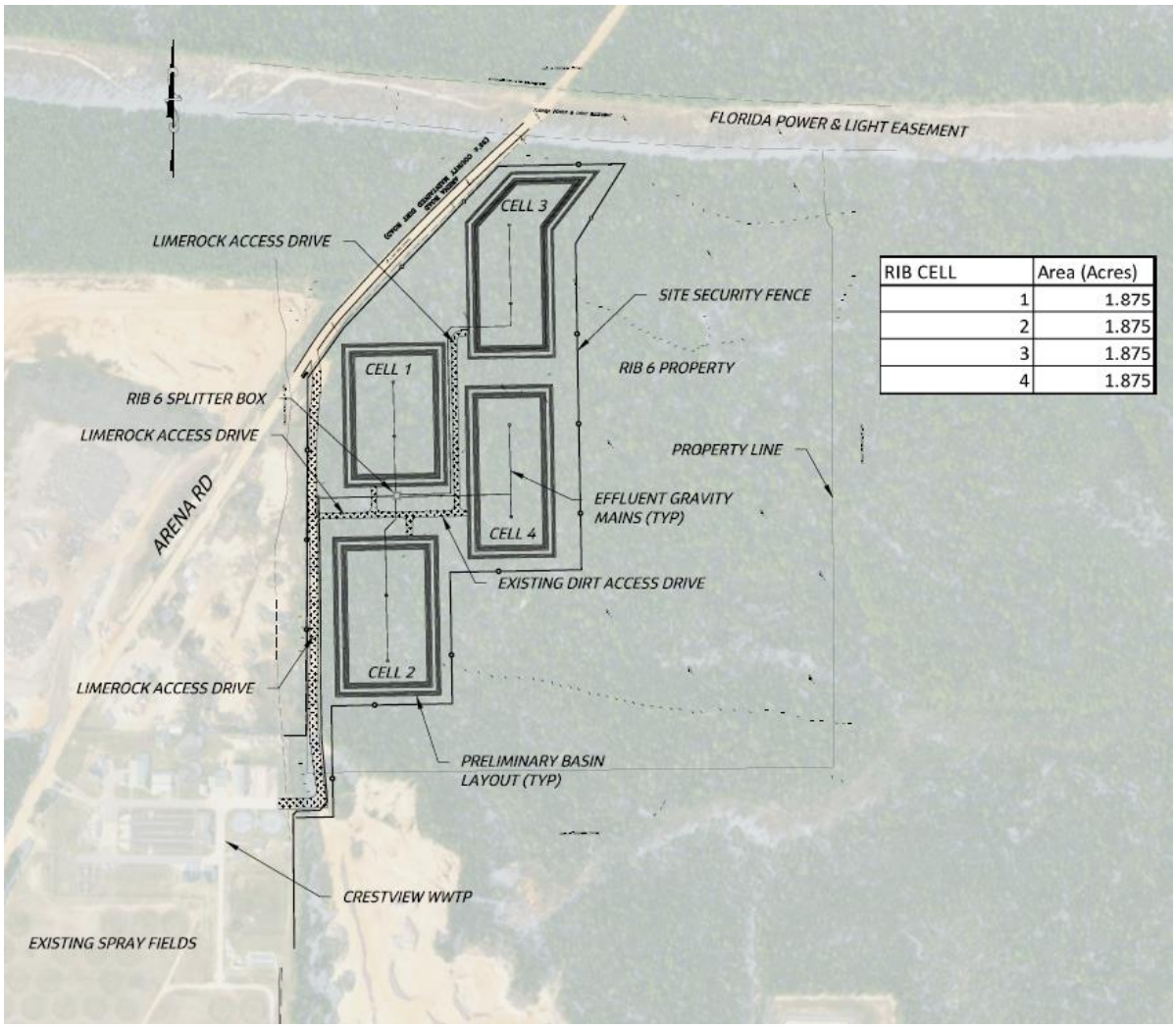


Figure 1.1: Overall view of the Proposed Crestview Effluent Disposal



RIB CELL	Area (Acres)
1	1.875
2	1.875
3	1.875
4	1.875

Figure 1.2: Preliminary Layout of the proposed RIBs

2.1 RIB 6 Disposal Site Evaluation

The effluent disposal capacity of a RIB is a function of loading rate in inches per week and RIB bottom surface area. Infiltration rates are dependent upon the native soil types, subsurface conditions and topography and can vary widely from site to site. A geotechnical investigation was conducted within the 49-acre parcel consisting of 8 soil borings to classify the soil types and stratification. A total of 3 borings were developed into temporary monitoring wells and 2 additional stilling wells were installed. Jacobs is currently working on a RIB pilot test and groundwater model in an effort to determine the effective disposal capacity for the site for FDEP approval.

At this planning stage of the project, we will utilize available soils data, topographic survey data and loading rates evaluated in Crestview's existing RIBs to estimate the disposal capacity for the RIB 6 property. See Table 1 below for the typical range of infiltration rates that may be achieved

by the new RIBs along with a summary of the disposal capacity of the spray field and existing RIBs 1 thru 5.

The topography of the site limits the feasibility to construct RIBs to the eastern half of the property resulting in approximately 25 acres of disposal area. Considering footprint requirements for the berms, access drives and associated infrastructure, and spacing between RIB cells, the developable RIB bottom area is approximately 30% of the total area. Based on these conditions, the effective RIB bottom area anticipated is 7.5 acres. During the modeling analysis, the RIB bottom area will be further evaluated in detail to maximize the disposal capacity of the property.

Table 1: Crestview Effluent Disposal Capacity Summary

Summary of Effluent Disposal Capacity	Bottom Area (Acres)	Loading Rates (inches/week)	Disposal Capacity (MGD)
Spray field – Original	241	2.2	2.10
Spray field - Modified	176	2.2	1.53
Existing RIBs - Original	7.65	21	0.63
Existing RIBs - Rerate	7.65	38	1.12
Proposed RIB 6 - Low Infiltration	7.5	20	0.58
Proposed RIB 6 - Medium Infiltration	7.5	30	0.87
Proposed RIB 6 - High Infiltration	7.5	40	1.16
		Estimated Effluent Disposal by RIBs	**1.99**
		Estimated Total Effluent Disposal	**3.52**

2.2 Effluent Pumping and Conveyance Alternatives

Conveying treated effluent to the RIB 6 site will require improvements to the existing RIB pump station. The modifications need to allow for effluent to continue to be pumped to the existing RIBs as well as the proposed RIB 6 site. Several pumping and conveyance alternatives were evaluated: including upgrading the existing RIB pump station, construction of a new RIB 6 pump station, and upgrading the existing spray field pump station. Because the capacity of the spray field is now reduced, it is possible to replace two of the existing spray field pumps with new pumps sized to convey effluent to the RIBs. This alternative was ultimately determined to be an ineffective long-term solution since the City is planning to repurpose the spray field and holding pond into a community sports complex. The existing RIB pump station has space available for a third effluent pump making it possible to cost effectively increase its pumping capacity to convey effluent to both the existing RIBs and to RIB 6. Therefore, it is recommended the existing

RIB pump station be upgraded to pump to RIB 6 by installing a third submersible pump in the pump station, modifying the pump station discharge header, and constructing an effluent force main to RIB 6.

2.2.1 RIB Pump Station Improvement Recommendations

With the addition of RIB 6, the total effluent disposal by RIBs is estimated to be approximately 2.0 MGD or 1,390 gallons per minute (GPM) based upon a 24-hour day. Influent wastewater flows to the WWTP generally follow a diurnal pattern with peak flows occurring in the morning and evening and low flow periods overnight. To accommodate for this flow pattern the total 2.0 MGD is expected to be pumped over an 18-hour period. This equates to an average flow rate of roughly 1,850 GPM and is the minimum recommended pump station capacity.

Currently, the existing pump station has two submersible pumps with a third empty pump slot. The existing capacity of this station is 1,200 GPM based on a single pump in service and the second pump as a back-up to meet class 1 reliability. With a third pump installed, the rated pump station capacity will increase to the capacity of 2 pumps in service with the third as a back-up to meet class 1 reliability. The pump station design was evaluated based on installing a third pump of the same size as the existing, resulting in a pumping capacity of 1,850 GPM. Therefore, the minimum capacity may be achieved with the installation of a third pump and is a cost-effective solution. Table 2 shows the current and recommended upgraded effluent pump station capacity, number of pumps installed, and the effluent disposal locations associated with the station and each scenario.

Table 2: Effluent Pump Station Capacity

Existing Effluent Pump Station	Pump Station Capacity (GPM)	Effluent Disposal Location
2 Pumps, 1 Operational and 1 in Standby	1,200	Existing RIBs
Upgraded Effluent Pump Station		
3 Pumps, 2 Operational and 1 in Standby	1,850	Existing RIBs and RIB 6

2.2.2 Effluent Force Main Recommendations

Permit regulations require effluent flows to be metered and totalized each day to verify they do not exceed the permitted disposal capacity. To use the same RIB pump station to both sets of RIBs will require the effluent force main to be modified to split and route to RIB 6 upstream of the existing flow meter. A new flow meter will then need to be installed on the force main dedicated to RIB 6. The new effluent force main is recommended to be a 12-inch diameter C900 PVC main. Figure 2.1 shows the proposed RIB pump station upgrades. Figure 1.2 shows the overall route of the new effluent pipeline to RIB 6.

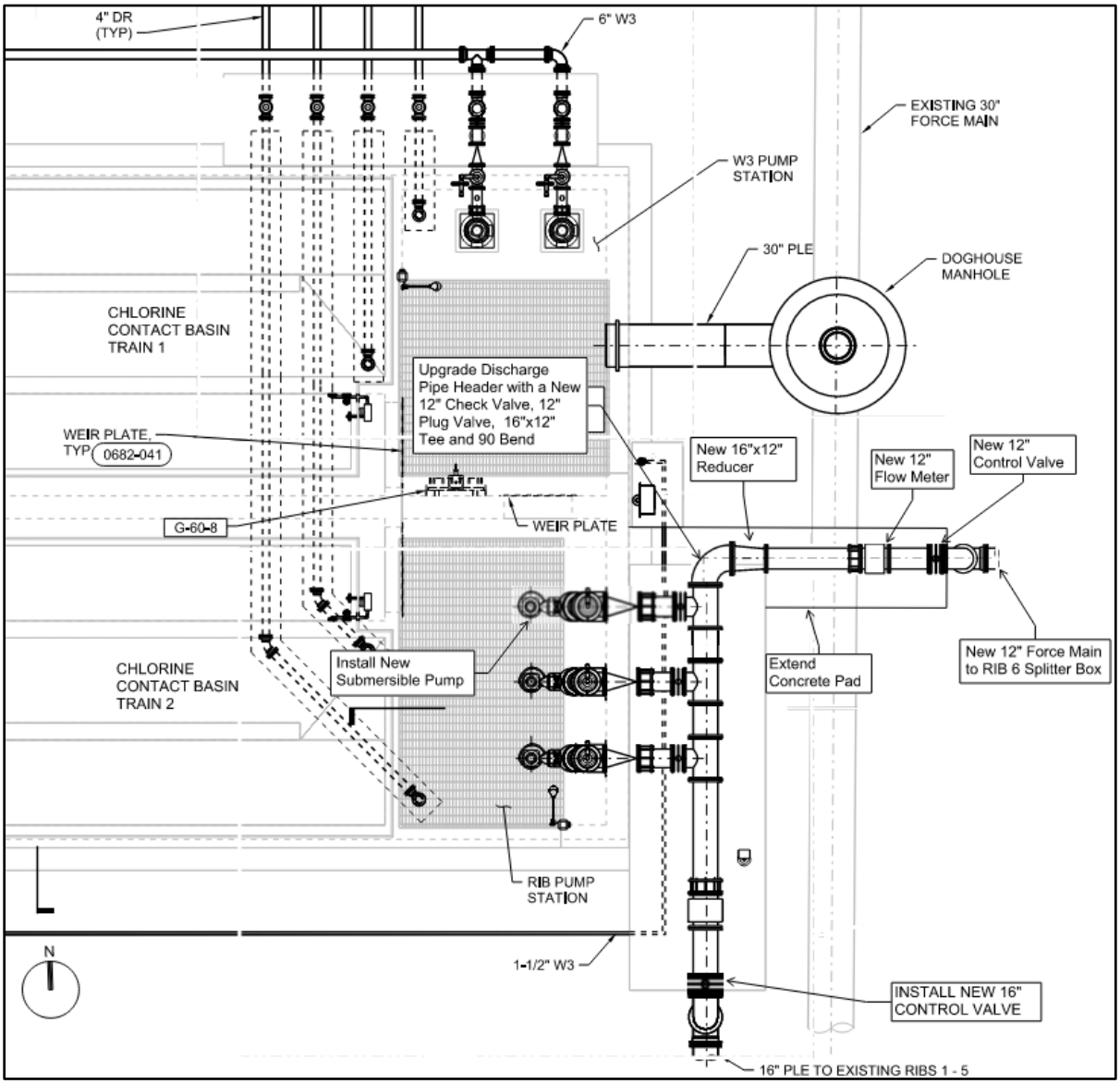


Figure 2.1 – RIB Pump Station Upgrades

2.2.3 RIBs System Recommendations

Based on a total RIB bottom area of 7.5 acres, the preliminary design consists of four 1.88-acre RIBs. The effluent force main will discharge into a new RIB 6 splitter box centrally located between the RIBs. The splitter box will have four independent outfall chambers, each one dedicated to a single RIB. The outfall chambers will feed an outfall pipe to discharge into the RIBs via gravity. The outfall pipes will each have a manually operated isolation valve for plant operators to direct the effluent to the desired RIB. The outfall pipes will be designed for a flow rate of 925 GPM assuming two RIBs will be loaded simultaneously. Figure 1.2 provides an overall site plan for the RIB 6 project.

CITY OF CRESTVIEW

Item # 6.2.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/7/2022
SUBJECT:	Annual WWTP O&M Contract Renewal

BACKGROUND:

Operations Management International, Inc., (OMI), a wholly owned subsidiary of Jacob Engineering, operates and maintains the City of Crestview's WWTP. This contract amendment (No. 8) is the annual renewal of the original contract.

DISCUSSION:

The annual contract renewal for OMI contains specific guidelines for the amount of repairs, chemical purchases, sludge removal and utility costs, including cost sharing. The overall amount has increased from last year due primarily to the scaling cost of all materials and electric costs from FP&L.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The cost of the contract for the next year is $1,198,971.06, an increase of $73,189.06 from Amendment No. 7 last year. $25,000 of this increase is attributed solely to the increase in electricity costs.

RECOMMENDED ACTION

Staff respectfully requests approval of this continuing services contract for OMI, a wholly owned subsidiary of Jacobs Engineering.

Attachments

1. WWTP O&M 2022 Contract

AMENDMENT NO. 8
TO THE
AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES FOR THE CITY OF CRESTVIEW, FLORIDA

This Amendment No. 8 to the Agreement for Operations, Maintenance and Management Services, as it has subsequently been amended, for the City of Crestview, Florida dated October 22, 2014 (the "Agreement") is made effective this ___ day of _____ 2022 by and between the City of Crestview, Florida, a municipal corporation, whose address for any formal notice is 198 North Wilson Street, Crestview, Florida 32536 (hereinafter "OWNER") and Operations Management International, Inc., whose address for any formal notice is 9191 Jamaica Street, Englewood, CO 80112 (hereinafter "CONTRACTOR").

NOW THEREFORE, OWNER and CONTRACTOR agree as follows:

1. Appendix E, Article E.1.1 is deleted in its entirety and replaced with the following Article E.1.1:

   E.1.1 OWNER shall pay to CONTRACTOR as compensation for services performed under this Restated Agreement a Base Fee of One Million One Hundred Ninety-Eight Thousand Nine Hundred Seventy-One Dollars and Six Cents ($1,198,971.06) for the period of October 1, 2022 through September 30, 2023. Subsequent years' base fees shall be determined as hereinafter specified.

2. Appendix E, Article E.1.4 is deleted in its entirety and replaced with the following Article E.1.4:

   E.1.4 The total amount CONTRACTOR shall be required to pay for Repairs shall not exceed the annual Repairs Limit of Twenty Thousand Dollars ($20,000) for the period specified in Appendix E.1.1 above. CONTRACTOR shall provide OWNER with a detailed invoice of Repairs over the annual Repairs Limit, and OWNER shall pay CONTRACTOR for all Repairs in excess of such limit. CONTRACTOR will rebate to OWNER the entire amount that the cost of Repairs is less than the annual Repairs Limit.

3. Appendix E. Section E.1.6 is deleted in its entirety and replaced with the following Article E.1.6:

   E.1.6 The total amount CONTRACTOR shall be required to pay for Chemicals shall not exceed the annual Chemicals Limit of Fifty Thousand Dollars ($50,000). CONTRACTOR shall provide OWNER with a detailed invoice of Chemicals cost over the annual Chemicals Limit, and OWNER shall pay CONTRACTOR for the cost of Chemicals in excess of the Chemicals Limit. CONTRACTOR will rebate to OWNER the amount that the actual cost of Chemicals is less than the annual Chemicals Limit.

4. Appendix E, Article E.1.8 is deleted in its entirety and replaced with the following Article E.1.8:

   E.1.8 Provide for the disposal of scum, sludges, and biosolids (collectively, "Residuals") to existing disposal sites, provided the total amount CONTRACTOR shall be required to pay does not exceed One Hundred Ten Thousand Dollars ($110,000) for the period specified in Appendix E.1.1 above. CONTRACTOR shall provide OWNER with a detailed invoice of Residual disposal costs over the annual Residuals Limit, and OWNER shall pay CONTRACTOR for the cost of Residuals in excess of the Residuals Limit. CONTRACTOR will rebate to OWNER the amount that the actual cost of Residuals is less than the annual Residuals Limit.

5. Appendix E, Article E.1.9 is deleted in its entirety and replaced with the following Article E.1.9:

   E.1.9 Contractor and Owner shall agree on the annual fee for electrical costs of Two Hundred Seventeen Thousand Dollars ($217,000) for the period specified in Appendix E.1.1 above. Any electrical cost overage will be shared and equally paid by OWNER and CONTRACTOR. Any electrical cost savings below the estimated fee will be equally shared between the OWNER and CONTRACTOR at the end of the contract year with other rebate line items in the Agreement.

This Amendment together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of prior Amendments and the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

OPERATIONS MANAGEMENT INTERNATIONAL, INC.:

By:_____
Name: Efrain Rodriguez
Title: Operations Lead
Date: July 19, 2022

THE CITY OF CRESTVIEW, FLORIDA:

By:_____
Name: JB Whitten
Title: Mayor
Date:_____

CITY OF CRESTVIEW Item # 6.3.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/8/2022
SUBJECT:	Intent To Award Water Tank Maintenance Contract

BACKGROUND:

The maintenance program for the City's water storage tanks has not gone out for bid since 1998. The Public Services Department Water Division desired to have a more defined maintenance program, thus ensuring the continued safety of the public drinking water system.

DISCUSSION:

As part of Public Service's commitment to continuous improvement, all the potable water storage tanks were audited for condition earlier this year. As a result, several deficiencies were found. A detailed Request for Proposal (RFP) was formulated and sent out for bid. The bids were received and opened last month. A committee selected the winning bidder based on criteria noted in the RFP. The apparent winning bidder is American Tank Maintenance. It is the intent of the Public Services Department to award this contract to American Tank Maintenance. The bid tabulation and RFP documents are attached.

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

FINANCIAL IMPACT

The total amount of the bid for the next 10 years is $1,098,085. This amount includes all maintenance activity for each of the tanks (inspections, wash-outs, interior and exterior painting, etc.). The specific items along with the year of completion are noted in the RFP.

RECOMMENDED ACTION

Staff respectfully requests award of the contract for water tank maintenance program to American Tank Maintenance.

Attachments

1. Crestview FL Tank Maintenance RFP 3 Format change (003)
2. RFP Information Matrix 08-02-22
3. Crestview, FL RFP Response 7-27-22
4. RFP 22-07-22 Water Tower

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

City of Crestview, Florida
June 15, 2022

_____

Maryanne Schrader, City Clerk
Phone (850) 682-1560
Facsimile (850) 682-8077
PO Box 1209/198 N. Wilson Street
Crestview, Florida 32536

NOTICE TO PROPOSERS

The City of Crestview, Florida (City), is accepting sealed competitive submittals for Proposal for Water Storage Tank Maintenance. The intent of this Request for Proposals (RFP) is to solicit and obtain the services of an experienced water storage tank maintenance firm to enter into a long-term, full-service agreement with the City of Crestview to provide a maintenance program for the water storage tanks within the City's potable water system. This program shall include, but is not limited to, the following: inspection, rehabilitation, as-needed repairs, recoating, washout services and preventive maintenance. The selected firm shall enter into a long-term agreement to assume full responsibility and accountability for all maintenance issues related to the City's water storage tanks. Any submittal should include all costs associated with labor, materials, equipment, overhead, profit, travel, reimbursables, inflation and all other expenses related to the provision of the necessary service as defined in the Scope of Work and the Schedule of Work. It is the intent of this RFP to determine the most qualified firm to which the City of Crestview could contract these services.

Proposals must be received by the City Clerk's Office at the City of Crestview, 198 N. Wilson St./PO Box 1209, Crestview, Florida 32536, in a sealed envelope clearly marked "RFP No. 22-07-27-PS, **PROPOSAL FOR "WATER STORAGE TANK MAINTENANCE PROGRAM**", **along with the name, return address and telephone number of the firm submitting the proposal**, no later than 2:00 p.m. Central Daylight Time, on July 27, 2022 at which time they will be opened and identified aloud.

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

I. <u>PURPOSE</u>: The purpose of RFP No. 22-07-27-PS is to secure sealed proposals for, **Water Storage Tank Maintenance Program**

II. <u>SCOPE OF WORK</u>:

<u>Project Description</u>

City of Crestview currently owns, operates, and maintains six (6) potable water storage tanks as part of the City's water distribution system. The tank names and sizes are the following:

1. 100,000 Elevated -- Tank #2
2. 500,000 Elevated – Tank #4
3. 500,000 Elevated – Tank #6
4. 500,000 Elevated – Texas Tank
5. 500,000 Elevated – Tank #9
6. 500,000 Pedisphere – Antioch Tank

ITEMS TO BE ADDRESSED IN RFP

The details of this proposal shall include information on all the following items. Additionally, each prospective firm may submit such other information as deemed appropriate for the proper evaluation of their proposal.

A. Proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume' detailing the experience of all individuals responsible for providing service under this contract should be submitted. Principals involved should be listed along with the names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. All full-time employees with N.A.C.E. certifications must be listed.

B. Proposal shall include the details of appropriate work and renovation plan for the tanks. This shall include but not be limited to, the evaluation of the tanks with particular regard to the internal and external structural condition of the tanks and any of its appurtenances, need for painting and condition of the foundation.

C. A list of systems that are currently in your Maintenance Program should be submitted. Include the Name of the System, Contact Person, Telephone Number of Contact, and Number of Tanks in the System under contract. A minimum of forty [40] systems (not tanks) must be submitted. Any company with less than forty (40) existing systems under their maintenance program will not be considered.

D. Proposal shall describe the details on all structural or miscellaneous repairs necessary for the tanks. This should include the need for steel replacement, steel parts, expansion joints, water level indicators, sway rods, manway covers and gaskets, and any other components of the tanks.

E. Proposal shall also specify the frequency and degree of inspection and cleanout services the Owner could expect under the terms of the maintenance contract. A minimum of three (3) washout inspections with detailed engineering report shall be conducted in any ten (10) year period when an interior renovation is performed during the same timeframe. At a minimum, each tank shall be visually inspected once in a twelve (12) month period. The provider must give the owner at least a one week notice before arriving to work on the tank. At a minimum, a written report along with photographs shall be prepared and submitted within thirty (30) days of completion of inspections. Additionally, each prospective firm should address the requirements to assume responsibility for all corrections and repairs to the tanks necessitated by acts of vandalism or through normal deterioration.

F. A detailed proposal shall adhere to the specifications given in this Request for Proposal. All surface preparation and coatings specified should be adhered to strictly; there will be no variance. These specifications are identified in this Request for Proposal under the Specifications of Work section below. In addition, all rules and regulations of the **State of Florida** will be adhered to strictly. **Any and all permits, approvals, etc., required by the State of Florida will be the responsibility of the successful firm.**

G. Each bidder shall submit a detailed insurance certificate of the firm. This insurance certificate

should detail all levels of insurance that may be required by the **City of Crestview** to accept a contractual obligation. **The insurance carrier must possess an AM Best rating of A- or better.** In addition, all firms shall provide a detailed certificate that indicates they carry Pollution Liability Insurance in the amount of no less than $2,000,000.00 of coverage. A copy of this insurance certificate **must be** attached to the last page of this RFP and is mandatory for consideration of RFP response.

H. Each proposal should include a detailed contract document for the tanks to be included in this RFP. This contract shall **not** be a specific timeframe. The maintenance contract can be extended for an **indefinite period** of time unless the City of Crestview elects to cancel. Within the contract document shall be a specific cancellation clause, which indicates procedures that the **City of Crestview** may take for cancellation of the contract. **The firm may never cancel the contract for any reason other than non-payment by City of Crestview. Moderate inflation (no more than 5% per annum) shall be allowed in contract. A maximum % must be specified in the pricing form and the inflation cannot be tied to the Consumer Price Index.**

I. Each proposal shall include a formal **Safety Program** stating company policy on all safety procedures. Documented procedures are to include workers protection, confined space, fall protection and general safety procedures.

J. Each proposal shall include evidence of proposer's State of Registration and must have a State of Florida contractor's license.

K. Each proposal shall include a listing of any cancellations of their maintenance agreement within the last 5 years including the system name, contact information, and reason for cancellation.

L. Each proposal shall include a listing of any litigations within the last 10 years including the system name, contact information, and a brief explanation of the litigation.

Specifications of Work

The following specifications shall be strictly adhered to in regard to any and all work tasks performed under the maintenance program. The specifications should be performed in conjunction with the attached schedule of work.

Contractor must furnish and install pressure relief valves on the fire hydrants during washouts and renovations so we can keep customers in supply of water and correct pressure for that system or zone for no additional charge. Contractor will set pressure(s) according to City recommendations.

Visual Engineering Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks comply with all federal and state regulations.

5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days

Washout & Disinfection Inspection Service

1. Washout inspection, Disinfection, and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks comply with all federal and state regulations.
5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days

Exterior Renovation – Steel Tanks

1. All exterior surfaces including the dome, bowl, shell walls, balcony, riser columns, ladders, venting, pipes and other appurtenances and component parts will be power washed following a chlorine treatment as set forth in the Steel Structures Painting Council Specification Surface Preparation Specification Number 1, SSPC-SP1 "Solvent Cleaning". Power washing will be a minimum of 4000 PSI (at nozzle tip) to remove contaminants such as dirt, dust, mold, mildew, chalk, and other foreign contaminants. All areas of oxidation, peeling paint and runs/sags will be cleaned in accordance with the Steel Structures Painting Council Specification Surface Preparation Specification Number 2, SSPC-SP2 "Hand Tool" cleaning and Number 3, SSPC-SP3 "Power Tool" cleaning to remove all loose mil scale, loose rust, loose paint, and other loose detrimental foreign matter.
2. Spot Prime - All exterior surfaces which have been cleaned to bare metal will be primed with one coat of a Tnemec Series Epoxy applied at a rate to achieve 3.0-5.0 mils dry film thickness.
3. Finish Coat – all exterior surfaces (100%) shall receive one full finish coat of a Tnemec Series compatible coating applied at a rate to achieve 2.0-3.0 mils dry film thickness.
4. Any Existing Logos and/or Artwork shall be re-traced.

Interior Renovation – Steel Tanks

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
   a. *Primer Coat:* One [1] complete coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
   b. *Finish Coat:* One [1] complete finish coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
   c. *Contrasting Color:* Each coat of epoxy paint shall be of contrasting color.
   d. *Stripe Coat:* One additional coat of epoxy shall be applied by brush and roller to all weld seams after Primer coat and prior to Finish coat.
   e. *Caulking:* All seams around structured beams and lapped steel shall be caulked with Sika-Flex 1A
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A.

Spray Method No. 2 (200 PPM).

5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.

NOTICE:

All maintenance program costs, and **inflation** must be calculated and included in final pricing with the completion deadline of these projects in mind. **No "brush" blasting and/or over coating shall be permitted on interior renovations**

III. TERMS AND CONDITIONS

Schedule of Work (Initial 10 Years)

100,000 Elevated – Tank #2

Year 1 – Washout Inspection
Year 2 – Visual Inspection
Year 3 – Exterior & Interior Renovation
Year 4 – Visual Inspection
Year 5 – Washout Inspection
Year 6 – Visual Inspection
Year 7 – Washout Inspection
Year 8 – Visual Inspection
Year 9 – Washout Inspection
Year 10 – Visual Inspection

500,000 Elevated – Tank #4

Year 1 – Washout Inspection
Year 2 – Visual Inspection
Year 3 – Washout Inspection
Year 4 – Exterior Renovation & Visual Inspection
Year 5 – Washout Inspection
Year 6 – Visual Inspection
Year 7 – Interior Renovation
Year 8 – Visual Inspection
Year 9 – Washout Inspection
Year 10 – Visual Inspection

500,000 Elevated – Tank #6

Year 1 – Visual Inspection
Year 2 – Washout Inspection
Year 3 – Visual Inspection
Year 4 – Exterior Renovation & Interior Renovation
Year 5 – Visual Inspection
Year 6 – Washout Inspection

Year 7 – Visual Inspection
Year 8 – Washout Inspection
Year 9 – Visual Inspection
Year 10 – Washout Inspection

500,000 Elevated – Texas Tank

Year 1 – Visual Inspection
Year 2 – Exterior Renovation & Washout Inspection
Year 3 – Visual Inspection
Year 4 – Washout Inspection
Year 5 – Visual Inspection
Year 6 – Washout Inspection
Year 7 – Visual Inspection
Year 8 – Interior Renovation
Year 9 – Visual Inspection
Year 10 – Exterior Renovation

500,000 Elevated – Tank #9

Year 1 – Visual Inspection
Year 2 – Washout Inspection
Year 3 – Visual Inspection
Year 4 – Exterior Renovation & Washout Inspection
Year 5 – Visual Inspection
Year 6 – Washout Inspection
Year 7 – Visual Inspection
Year 8 – Interior Renovation
Year 9 – Visual Inspection
Year 10 – Washout Inspection

500,000 Pedisphere – Antioch Tank

Year 1 – Warranty Washout Inspection
Year 2 – Visual Inspection
Year 3 – Washout Inspection
Year 4 – Visual Inspection
Year 5 – Washout Inspection
Year 6 – Visual Inspection
Year 7 – Washout Inspection
Year 8 – Visual Inspection
Year 9 – Exterior Renovation & Washout Inspection
Year 10 – Visual Inspection

This is **not** a 10-year contract but is a long-term agreement that can be continued indefinitely. After the specified timeframe above, washouts must be performed every two years and visual

inspections must be performed on an annual basis. **At a minimum, the exteriors must be painted every 8 years and the interiors painted every 12 years.**

All future renovations shall be performed according to the specifications listed above in this RFP. Should any tank experience premature coatings failure then the coatings must be repaired at once utilizing best practices including complete renovations of the existing surfaces utilizing the above specifications for no extra charge from the contractor.

IV. SUBMITTAL FORMAT

The Submitted proposals **SHALL** be submitted in the format described below:

1. **Letter of interest:**

    a. An individual authorized to legally bind the firm shall sign the transmittal letter. The letter shall include the firm's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the City about the confidential nature of the information.

    b. Specific services offered by the firm – ensure that all aspects of Water Storage Tank Maintenance Program outlined above are covered.

2. **Table of Contents**.

3. **Joint Ventures, Background Information & Business Credentials** – Provide a synopsis of the firm's qualifications, to include specific capabilities of the firm:

    a. Name, address, telephone number, fax number and e-mail address of the firm including all d/b/a's or assumed names or other operating names of the firm.

    b. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the firm's performance under the terms of this RFP.

    c. Local office address and phone number (if any).

    d. Joint venture information/previous experience. Firms submitting proposals as a joint venture shall submit to the City, as part of proposals, a copy of any joint

venture agreement.

e. **Registration** – State of Florida licensing/registration qualifications of the firm's personnel and business office. Provide copies of same.

4. The firm shall prepare an **executive summary** and overview of the RFP requirements, including all the following information:

    a. Statements that demonstrate that the firm understands and agrees with the terms and conditions of the RFP.

    b. Statement through which the firm certifies that the contents of the proposal are true and accurate.

    c. An overview of the firm's plans for providing the necessary services to the City.

    d. An explanation as to why the firm should be awarded this engagement.

5. **Expertise** – Provide proof of your company's expertise. Include listing of clients verifying same. The firm must provide the following information regarding its experience:

    a. Number of years in business.

    b. Number of years' experience with providing the types of services sought by the RFP.

    c. Describe the level of technical experience in providing the types of services sought by the RFP.

    d. Describe any significant changes in your firm's organization, focus or leadership for the past 10 years and whether any changes are anticipated in the near future.

    e. Describe any investigative, disciplinary or enforcement actions pending against your firm, and information on any such investigations which concluded with enforcement or disciplinary action against your firm since January 2012.

6. **Specific Accomplishments** – Provide a listing of specific accomplishments with a description of the work performed by the firm of the type of work proposed under this Request for Proposal/Qualifications.

7. **Firm(s) projects** (List as many projects as necessary to adequately describe firm's experience) Include the name and telephone number of the Owner's Representative or Contact. Be especially careful to provide current names, current contact information, to include email of owner's representatives to be contacted by the City.

8. **Project Management Organization** – Provide information for all key personnel who will be involved in executing the services contemplated by this RFP. Include only those who will likely be assigned to this account and indicate the day-to-day contact person or persons. The following information must be included:

    a. Full name.
    b. Education, licenses, registrations.
    c. Years of experience and employment history particularly as it relates to the scope of services specified herein.
    d. Expected role in the City's transactions.

9. **References** – List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the work performed.

10. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal.

11. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the City of Crestview, or any of its agencies. (Attachment #3)

    Furthermore, all respondents must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

    Furthermore, the official, prior to, or at the time of submission of the proposal, must file a statement with the City Clerk of the City of Crestview, if he is an officer or employee of the City, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

12. **Public Entity Crime Form** Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

13. **Drug Free Workplace Certification** – Preference shall be given to businesses with drug-free workplace programs included as Attachment No. 2. Whenever two or more proposals that are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

14. **Liability & Indemnification Form** – To the fullest extent permitted by law, Firm shall indemnify and hold harmless the CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Firm and other persons employed or utilized by the Firm in the performance of this Agreement included as Attachment No. 4.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

15. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Firm under the terms of the Contract. The Firm shall procure and maintain at their own expense any additional types and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Firm shall carry insurance as prescribed herein and all policies shall be with companies which carry an AM-Best financial rating at minimum of (A-).

    If a part of this Contract is sublet, the Firm shall require each subfirm to carry insurance of the same types, and in like amounts as carried by the prime Firm.

Certificates of insurance shall state that ten [10] days written notice will be given to City Officials before the policy is changed. No Firm or subfirm will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by City Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the City of Crestview as additional insured.

The Firm shall secure and maintain in effect for the period of the Contract and pay all premiums for the following types and amounts of insurance.

A. Workman's Compensation and Employer's Liability Insurance

This insurance shall protect the Firm against all claims under applicable State Workmen's Compensation Laws. The Firm shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars [$100,000] for each person. This policy shall include an "all status" endorsement.

B. Firm's Comprehensive Public Liability and Property Damage Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following. Bodily injury liability in the amount of Five Hundred Thousand Dollars [$500,000] for each person and One Million Dollars [$1,000,000] for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars [$250,000] for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of Five Hundred Thousand Dollars [$500,000] for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage Policies carried by both the prime and the subfirms shall contain an endorsement to include the coverage of the following hazards:

[1] Explosion collapse, and underground property damage to include any dame or destruction of property below the surface of the ground such as wires, conduits, pipes, mains, sewers, etc., caused by the Firm's operations.

[2] The collapse of or any structural injury to any building, structure, or property on or adjacent to the City of Crestview operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

[3] Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

C. Firm's Contingent or Protective Liability and Property Damage

In case part of this Contract is sublet, the Firm shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of said subfirms in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $250,000/$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the City of Crestview.

D. Automotive Public Liability and Property Damage

The Firm shall maintain automobile public liability insurance in the amount of not less than $250,000 for injury to one person and $500,000 for one accident; and automobile property damage insurance in the amount of not less than $250,000 for one accident to protect him from any and all claims arising from the use of the following:

[1] Firm's own automobile and trucks.

[2] Hired automobiles and trucks.

[3] Automobiles and trucks owned by subfirms.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

E. Owner's Protective Liability Policy

The Firm shall maintain Owner's Protective Liability Insurance with the City of Crestview, and their servants, agents, and employees as additional insured in amounts not less than the following:

[1] Bodily injury in the amount of FIVE HUNDRED THOUSAND DOLLARS [$500,000] for each person and ONE MILLION DOLLARS [$1,000,000] for each accident, and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS [$250,000] for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS [$500,000] for all damages arising out of injury to or destruction of property during the policy period.

F. Pollution Liability Policy

The Firm shall maintain Pollution Liability Insurance with the City of Crestview, and their servants, agents, and employees as additional insured in amounts not less than $2,000,000.

CITY reserves the right to modify its insurance requirements with 60 days' notice to Firm.

16. **Acceptance of Terms and Conditions -** The firm shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the firm objects to any term or condition, the firm must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the firm.

17. **Certification of Independence and No Conflict of Interest -** The firm shall sign and submit with the proposal the document included as Attachment No. 5 in which the firm shall certify that it developed the proposal independently. The firm shall also certify that no relationship exists or will exist during the contract period between the firm and the City that interferes with fair competition or is a conflict of interest. The City reserves the right to reject a proposal or cancel the award if, in their discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the City.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

18. **Authorization to Release Information -** The firm shall sign and submit with the proposal the document included authorizing the release of information to the City.

19. **Firm Proposal Terms -** The firm shall guarantee in writing that the services offered in this RFP will be guaranteed for the term of the contract.

20. **Proposal Form**. The Proposal Form submitted should contain all the **mandatory** information required in this RFP. Any additional information submitted in support of the Bid shall follow the required information.

21. **Public Access**: The selected firm will be required to have on file with the City a Public Access form for the maintaining of public records

NOTE: FOR PROPOSER'S CONVENIENCE, THIS FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

Sealed Submittal Packages. All Proposals to be considered must be in the possession of the City Clerk no later than 2:00 p.m. Central Daylight Time, on July 27, 2022, at which time shall be opened publicly and identified verbally in the City of Crestview, City Hall Council Chambers, PO Box 1209/198 N. Wilson St., Crestview, Florida. Proposals may be mailed or delivered to the Office of the City Clerk at the address above. An original and one (1) digital copy of the Proposal shall be submitted in a sealed envelope clearly marked "RFP **NO. 22-07-27-PS**, **PROPOSAL "WATER STORAGE TANK MAINTENANCE PROGRAM" along with the name, return address and telephone number of the proposer**, and note the time and date of the opening. All copies,

including the digital, must be in the sealed envelope. Emailed copies will not be accepted. Each proposer shall be responsible for their Proposal being delivered on time. Proposals offered or received after the time set for the Proposal Opening shall be rejected and returned unopened to the proposer. The City of Crestview Selection Committee will then review all Proposals and forward their recommendation to the City Council for award.

MAILING AND HAND-DELIVERY ADDRESS:

City of Crestview
ATTN: Maryanne Schrader, City Clerk
PO Box 1209/198 N. Wilson Street
Crestview, Florida 32536

Notification. Questions or requests for Proposal documents, regarding RFP **NO. 22-07-27-PS** "**Water Storage Tank Maintenance Program**" may be directed to the individuals below:

Maryanne Schrader
City Clerk, City of Crestview
PO Box 1209/198 N. Wilson St.
Crestview, Florida 32536
Voice: (850) 682-1560
Fax: (850) 682-8077
Email: cityclerk@cityofcrestview.org

22. Responsive Proposals. Only those Proposals fulfilling all requirements outlined in this RFP will be considered.

V. EVALUATION CRITERIA

The City intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The City will use a Bid Selection Committee to review and evaluate the proposals for compliance with the RFP.

The Bid Committee will evaluate and rank all proposals meeting the minimum submission requirements based on professional qualifications and experience. The following considerations will be used as a guide to rank Firms as having best applicable professional qualifications and experience: The Bid Committee will provide the rankings to the City Council accompanied with recommendations.

The evaluation will be based on the criteria below. Each submittal will be eligible for a total of 100 points weighted in accordance with the percentages provided. Each committee member will score each section 0 to 5 with 5 being the highest score. The provided scores account for the assigned percentage of the total score. The scoring sheet to be used by the

committee is provided herein.

25%

Qualifications and experience

- Qualifications and experience of the key personnel
    - All full-time employees with N.A.C.E. certifications must be listed
    - A statement of qualifications and resume' detailing the experience of all individuals responsible for providing service under this contract should be submitted
- Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract
- Identify extent of experience and past performance working with DEP, EPA, DOT, FAA, NWFLWMD, SRF, EDA and other Grant Loan Programs.

20%

Performance and interactions

- Prior performance with City of Crestview
- Prior interactions with City of Crestview

15%

Overall response quality and reference results

- A list of systems that are currently in your Maintenance Program should be submitted. Include the Name of the System, Contact Person, Telephone Number of Contact, and Number of Tanks in the System under contract. A minimum of forty (40) systems (not tanks) must be submitted. Any company with less than forty (40) existing systems under their maintenance program will not be considered.

10%

Financial strength, litigations, ability to obtain stated insurance

- Each proposal shall include a listing of any cancellations of their maintenance agreement within the last 5 years including the system name, contact information, and reason for cancellation.

- Each proposal shall include a listing of any litigations within the last 10 years including the system name, contact information, and a brief explanation of the litigation

20%

Cost Proposal

- All maintenance program costs, and inflation must be calculated and included in final pricing with the completion deadline of these projects in mind. No "brush" blasting

and/or over coating shall be permitted on interior renovations. Should any tank experience premature coatings failure then the coatings must be repaired at once utilizing best practices including complete renovations of the existing surfaces utilizing the above specifications for no additional charge.

- Complete "Pricing Submittal Form", appendix "A"

5%

Local – Primary Offices in:

- Santa Rosa/Walton/or Escambia Counties (1pt)
- Okaloosa County (3pts)
- City of Crestview (5pts)

5%

Women/Minority Owned Business

- Yes (5pts)
- No (0pt)

VI. SELECTION OF PROPOSALS

This section describes the evaluation & ranking process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation & ranking process is designed to award the contract to the firm with the best combination of attributes to perform the required services.

A. The Bid Committee will evaluate all proposals received as follows:

   a. Prepare an alphabetical listing of those proposers determined to be interested, responsive and available.

   b. Evaluate the proposals meeting minimum submission criteria based upon the seven criteria provided above. Each committee member will review the provided material and score each submittal independently. Committee members may not speak to each other or any firm which has submitted a proposal except at the committee meeting or during firm presentations.

B. At the designated time, the committee members will independently submit their evaluation form to the City Clerk.

C. The City Clerk will combine the scores for review by the committee at the scheduled meeting.

D. During the committee meeting the members will discuss the scores and determine final

rankings. At this time, the committee will determine if presentations are necessary and which firms will be invited. It is advised that the committee discuss any questions they would like respondents to be prepared to answer.

E. Upon approval of the agreement by the City Council, the parties shall execute a formal written agreement prior to commencement of the work associated with the contract.

VII. RIGHT TO WAIVE AND REJECT

A. The City of Crestview, in its absolute discretion, may reject any proposal of a firm that has failed, in the opinion of the Bid Committee, to complete or perform a City contracted service in a timely fashion or has failed in any other way to perform a prior contract in a satisfactory manner, and has directed the City Clerk to emphasize this condition to potential proposers.

B. The City reserves the right to award the proposal to firm submitting a responsive proposal with a resulting agreement which is most advantageous and in the best interest of City of Crestview, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. City of Crestview shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

C. The City Council reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of, or in addition to, this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

D. The City Council specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

VIII. DISQUALIFICATION OF PROPOSERS

Any of the following reasons may be considered as sufficient for the disqualification of a firm and the rejection of their proposal:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.

D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

F. Default under previous contract.

G. The Bid Committee, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform a City of Crestview contracted project in a timely fashion or has failed in any other way, to perform a prior contract in a satisfactory manner, and has directed the City of Clerk to emphasize this condition to potential proposers.

H. **Public Entity Crime Information -** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

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

ATTACHMENT #1

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by_____

whose business address is _____
and (if applicable) Federal Employer Identification Number (FEIN) is _((f the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____

3. My name is _____and my relationship to the entity named above is
_____

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of

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

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

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of [ ] physical appearance or [ ] online notarization, this _____ day of ___ 20_, by _____who is personally known to me or has produced _____ as identification.

_____
Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE:_____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

ATTACHMENT #3

CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO_____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO_____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO_____

If YES, please describe:

_____

_____

_____

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

_____

PHONE NO. _____

E-MAIL _____

ATTACHMENT #4

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

LIABILITY & INDEMNIFICATION FORM

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

CONSULTANT's Company Name	Authorized Signature – Manual
Physical Address	Authorized Signature – Typed
Mailing Address	Title
Phone Number	FAX Number
Cellular Number	After-Hours Number(s)
Email address	DATE

ATTACHMENT #5

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR "Water Storage Tank Maintenance Program"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. **NO. 22-07-27-PS**

"**Water Storage Tank Maintenance Program"**

FOR THE CITY OF CRESTVIEW, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

_____

Name and Title

ATTACHMENT #6

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR "Water Storage Tank Maintenance Program"

PUBLIC ACCESS FORM

_____, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

a. Keep and maintain public records required by the public agency in order to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. If contractor has questions regarding the application of Chapter 119, Florida Statutes, to contractor's duty to provide public records relating to this Agreement, contractor shall contact the Custodian of Public Records at:

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

cityclerk@cityofcrestview.org

f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

_____

Signature

Pricing Submittal Form

Water Tank	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
100,000 Elevated - Tank #2											
500,000 Elevated - Tank #4											Maximum annual inflation % after first 10 years
500,000 Elevated - Tank #6											
500,000 Elevated - Texas Tank											
500,000 Elevated - Tank #9											
500,000 Pedisphere - New Tank											Grand Total
Totals											

*** This is a 10-year snapshot of pricing, but the contract can be continued indefinitely. Fill in the maximum inflation % increase per annum for the City to determine future fees (after the 10 years) under the maintenance agreement. The fees shown in the first 10-year pricing schedule should include inflation.**

Appendix "A"

CITY OF CRESTVIEW WATER TANK MAINTENANCE BIDS				
REQUIREMENTS	**AMERICAN TANK MAINTENANCE**	**RAZORBACK, LLC**	**SOUTHERN CORROSION**	**VEOLIA**
A. Firm Introduction - Narrative	X	X	X	X
B. Details of appropriate work	X	X	X	X
C. # of systems currently maintained	X	X	X	X
D. Details on structural miscellaneous repairs necessary	X	X	X	X
E. Frequency and degree of inspection/cleanout services	X	X	X	X
F. Detailed insurance certificate provided	X	X	X	X
G. Detailed contract document for tanks to be included in this RFP (no specific time frame required)	X	X	X	X
H. Include FORMAL SAFETY PROGRAM stating company policy on workers protection, confined space, fall protection and general safety procedures	X	X	X	X
I. Evidence of proposer's State of Registration and a valid State of Florida contractor's license	X	X	**Not provided**	X
J. Provide listing of any cancellations of maintenance agreements within the last 5 y ears including system name, contact information, and reason for cancellation	N/A	N/A	**Not provided**	**18 cancellations with brief descriptions**
K. Listing of any litigations within the last 10 years including the system name, contact information, and a brief explanation of the litigation	N/A	N/A	X	**Not provided**
SPECIAL NOTICE All maintenance program costs and inflation MUST be calculated and included in final pricing with the completion deadline of these projects in mind. **No "brush" blasting and/or over-coating shall be permitted on any interior renovations**	X	X	X	X
FINAL BID TOTAL	**$1,098,085**	**$3,645,000**	**$1,603,650**	**$1,629,119**

City of Crestview, FL

RFP Response for
Water Storage Tank Maintenance Program
RFP No. 22-07-27-PS

Due date July 27, 2022 @ 2:00 pm

American Tank Maintenance
119 Warthen Lane
Warthen, GA 31094

*To **City of Crestview Officials**:*

We are excited to introduce you to American Tank Maintenance, LLC (ATM), we are an American owned company that specializes in Professional Service Water Storage Tank Asset Management and Maintenance Programs. We currently maintain over 300 water systems and over 1,000 water storage tanks under our Maintenance Program. Our team of proven professionals is committed to providing high value and world class customer service to our clients. In today's world, we know that you have multiple demands on your time and that you work diligently every day to provide your customers with safe clean drinking water. We know that one of the more valuable assets in this effort is the water storage tank. ATM will deliver peace of mind that your water storage tanks are safe, secure, clean, aesthetically pleasing and structurally sound by accepting full accountability and responsibility for the management and maintenance of your water storage tanks.

***Headquartered in Warthen, Georgia**, ATM utilizes state of the art technology combined with **over 200 years of experience** to deliver value to you, the customer. All of the data collected and asset management scheduling regarding your water storage tank is accessible to you by simply making a few computer mouse clicks. By accessing ATM's computer portal interface you will have complete documentation of your valuable assets. We will provide transparency, professionalism, world class customer service and quality workmanship in a safe work environment. ATM's first priority every day is safety. We have developed a safety program with the aid of industry professionals that is second to none.*

We will do everything possible to earn and justify your trust. We look forward to a future working relationship with you.

Sincerely,

Sheldon

Sheldon Shelton
Executive Vice President / Principal
(478)737-9266 cell
sshelton@americantankmaintenance.com

Executive Team Members / Resumes / Qualifications / Experience

Mike Lewis – President/Principal – American Tank Maintenance LLC

Experience:
23 Years – Water Tank Maintenance Industry
2 Years – Waste Water Fabrication & Maintenance Industry
12 Years – Financial Officer

For the past 22 years Mike has held senior executive management positions in the water and wastewater industry. He led the efforts to expand the water tank maintenance concept nationwide during this time while also creating a similar model for wastewater. Mike has been directly responsible for conducting and approving condition assessments of thousands of water storage tanks.

Chris Boyd – Executive VP of Operations/Principal – American Tank Maintenance, LLC

Experience:
14 years –Water Tank Maintenance Industry
21 years – Executive - Mining Industry

Chris has spent the past 33 years of his professional career managing businesses devoted to exemplary efficient production and providing superior customer service. His common sense approach and engineering background provides American Tank Maintenance with a foundation for operations excellence.

Sheldon Shelton – Executive VP of Sales/Principal – American Tank Maintenance, LLC

Experience:
23 Years – Water Tank Maintenance Industry
1 Year – Coatings Industry

Sheldon grew up in the water tank business as he is the 4th generation in his family to be in the water tank maintenance business. His grandfather and father were pioneers in the water tank maintenance program industry and were the first to offer such a service. His experience ranges from a helper on a washout crew to senior executive positions. Sheldon has performed condition assessments on thousands of tanks during his lifetime. He is also a **NACE certified coating inspector** (**#49062)**.

Senior Team Members / Resumes / Qualifications / Experience

Massie Hughes - Regional Sales Director – American Tank Maintenance, LLC

Experience:
14 Years – Water Tank Maintenance Industry
20 Years – United States Navy – Helicopter Pilot, Operations Officer, Executive Manager

After serving his Country, Massie retired from the Navy and began a second career in the water tank industry. He has held various positions ranging from a Water System Consultant and National Training Director to Regional Vice President.

Jeff George - Regional Sales Director – American Tank Maintenance, LLC

Experience:
32 Years – Water Tank Maintenance Industry
16 Years – Textile Industry

Jeff has had executive level positions in the water tank industry for 27 years. He directed a team of salesmen from Alabama to California. Jeff has approved condition assessments on thousands of water storage tanks. He was part of the team that developed and promoted the first water tank maintenance program services in the nation.

Brad McConnell - Regional Sales Director – American Tank Maintenance, LLC

Experience:
14 Years – Water Tank Maintenance Industry
11 Years – Owner/President – Private Business

Brad has been a leader in the water tank maintenance business for the past five years. His experience ranges from inspector to sales to operations. Brad is a member of Georgia Rural Water and Georgia Water Professionals. Prior to the water tank maintenance business, Brad owned and managed a successful private enterprise. Brad is in charge of project management and customer satisfaction for American Tank Maintenance.

Alex Shelton - Regional Sales Director – American Tank Maintenance, LLC

Experience:
7 Years – Water Tank Maintenance Industry

Just like his brother Sheldon, Alex grew up in the water tank business as he is the 4th generation in his family to work in the industry. Alex has learned the business from the "ground up" by working on washout and welding crews to understand every side of the business. Alex has performed condition assessments on hundreds of tanks during his lifetime. He now focuses on sales in the North and South Carolina regions and takes pride in taking care of his customers.

Charles Belcher - Regional Sales Director/Partner – American Tank Maintenance, LLC

Experience:
46 Years – Water Tank Maintenance Industry

Charles has been a member of Georgia Rural Water since its inception in 1979. He was part of the team that developed and promoted the first water tank maintenance program services in the nation. His experience and reputation is unquestioned in the industry.

Keith Waites - Regional Sales Director – American Tank Maintenance, LLC

Experience:
17 Years – Well Drilling Industry
5 Years – Water Tank Maintenance Industry

Keith has been in the water industry all of his professional career. He worked in the water well drilling industry since 2001 and has deep knowledge and experience in residential and agricultural drilling and well development. He has also owned and operated a successful residential water filtration business beginning in 2004. He is a customer-focused problem solver who has individually managed hundreds of projects with a commitment to superior quality, accuracy, service and responsiveness.

Gene Holder – Regional Operations Director – American Tank Maintenance, LLC

Gene's 30+ years of experience in water tank maintenance has provided him with a wealth of knowledge and skills including paint, repair, inspection, and project management. His years of work in the tank industry has allowed him to form a number of great relationships with city engineers, mayors, water department superintendents, and managers. These connections have been preserved by his philosophy that anything worth doing, is worth doing right-the first time.

Gene is a **NACE Certified Coatings Inspector –Level 3 (#27247)**.

Gene believes that customer satisfaction is key. He goes to great lengths to maintain his many customer relationships and looks forward to developing many new ones.

Doug Byrd – Manager Field Operations – American Tank Maintenance, LLC

Experience:
30+ Years – Manager Field Operations – Water Tank Maintenance Industry

Doug has dedicated his professional career in field operations for the water tank industry. Doug has performed condition assessments on thousands of water tanks. His extensive experience is unparalleled in coating & logo application, repairs and inspections. He is a member of **NACE (#17409).**

Billy Wiggins, P.E. – Engineer – American Tank Maintenance, LLC

Experience:
25 years – Engineer

Billy has over 20 years of experience as a P.E. He holds US Patents. Billy provides all engineering analysis and oversight for the company.

Michael Szabo - Regional Sales Director/Partner – American Tank Maintenance, LLC

Experience:
23 Years – Water Tank Maintenance Industry
14 Years – U.S. Army

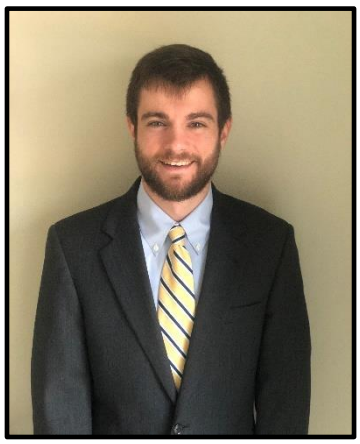
Michael is the consummate professional and has 17 years of experience in the industry providing superior service to his customer base in Alabama and the Florida Panhandle. Prior to entering the industry Michael served his country for 14 years in the Army. He is a combat vet of Panama, Desert Shield and Desert Storm. Michael has transferred this selfless dedication for others into his professional career. He is a member of the Alabama and Florida Rural Water Associations and is dedicated to providing high value tank maintenance solutions to his service area.

Barrett Stanley - Regional Sales Director – American Tank Maintenance, LLC

5 Years – Water Tank Maintenance Industry

During his college years Barrett held numerous leadership positions and interned in the Legislative Affairs Office of Georgia's Former Governor Nathan Deal. After graduating he worked at State Farm Insurance learning how to serve people. After joining our team, he put in hard work on the crews and learned a lot about the operational side of tanks. Barrett has now transitioned to sales where he looks to build long term relationships with customers in Southern Mississippi by bringing them value and great customer service.

Heath Boyd – Director of Operations – American Tank Maintenance, LLC



Heath has 9 years of engineering and project management experience across multiple fields. He received a BS in Mechanical Engineering from Georgia Tech and an MBA from Georgia College & State University. Heath's technical skills have given him a focus on detail and high quality of work. Heath oversees project management, scheduling, and customer satisfaction with American Tank Maintenance.

American Tank Maintenance's Professional Service Asset Management Program for Water Storage Tanks

FULL SERVICE MAINTENANCE PROGRAM SUMMARY OF COVERAGE

The Maintenance Program implemented by **AMERICAN TANK MAINTENANCE** includes an annual visual inspection evaluation and a biennial (once every two (2) years) washout, inspection and disinfection. These inspection reports will determine the internal and external coating, structural conditions and serviceability of the tank(s) and associated parts. Following inspection, if any corrosion is present, coating maintenance will be performed as soon as possible. All inspections will determine needs and the time for major painting projects.

- **American Tank Maintenance assumes all RISK and LIABILITY for Maintenance of Water Storage Tank**
- **Comprehensive tank maintenance** from the contract origination date.
- **Short and Long Term Pro-Active Tank maintenance**.
- An **annual visual inspection** of the tank with report and photographs documenting the current condition.
- A **biennial washout, disinfection and inspection** of the tank with report and photographs documenting the current condition.
- **Future Tank exterior cleaning, painting**, protective coating maintenance and repairs necessary to keep the tank serviceable, corrosion free and looking nice.
- **Future Tank interior cleaning, painting**, protective coating maintenance, disinfection and necessary repairs to assure that the tank is serviceable, sound, corrosion free and watertight.
- **Emergency service** needed under the terms of the contract.
- Coverage for any **acts of vandalism to the tank**. Furnish and install a lockable ladder gate climb prevention shield anti-climb deterrent and tank access locks to minimize the opportunity for vandalism and reduce tank owner liability (fencing, securable access hatches, removable lower ladder portion are also recommended).
- Coverage for **normal deterioration, future repairs, steel replacement**, steel parts, expansion joints, water level indicators, sway rods, manhole covers and gaskets, and all other tank and tower components.
- **Maintenance of the tank's existing logo**, lettering and artwork.

MAINTENANCE PROGRAM (TANK INSPECTION SCHEDULE)

Under ATM's Full Service Maintenance Program, each tank is inspected yearly in accordance with various State guidelines. There are two [2] types of inspections. Each time, scheduled inspections are conducted, a report outlining the tank's condition and describing the inspection is submitted to the tank owner. Any repairs identified during the inspection are noted and scheduled for correction.

- Visual Engineering Inspections
- Washout Inspections

VISUAL ENGINEERING INSPECTIONS

This inspection is conducted by an experienced tank inspector and the photos and report are prepared by a qualified NACE certified tank engineer. The inspection is to determine:

- The condition of the exterior and interior coatings
- That the tank is in compliance with all safety and sanitary regulations
- That the tank's structural integrity is intact
- Repairs/touchups which may be needed

WASHOUT INSPECTIONS

The biennial washout inspection is conducted by a company service crew and requires that the tank be fully drained. The crew removes any sediment/sludge that has collected in the storage tank and pressure-washes accessible areas. Once the tank has been cleaned, any needed repairs/touch-ups are made. Then photographs documenting the condition of the interior are taken. The final stage of the process is to replace the man-way gasket and to disinfect the interior per AWWA Spray Method #2. The tank is now ready to be put back into service. A report of the findings and photographs is given to the tank owner. This report can be used as documentation for the conditions of the tank and proof of compliance for the various State agencies. During the washout/inspection, any needed repairs or touch-ups due to vandalism or normal deterioration will be completed. If the repairs can't be made at this time, the corrections will be scheduled and completed as soon as possible.

REPAIRS

Items of repair that are identified during routine maintenance inspections are scheduled based upon priority. Should the tank owner experience a needed repair in the interim, the owner can contact your account manager and the repair will be scheduled. Routine maintenance repairs will be scheduled as quickly as possible. Crucial or emergency repairs are scheduled at once. Offensive graffiti is treated as an emergency repair and is attended to at once.

ACCOUNT MANAGERS

Your account managers are Sheldon Shelton & Keith Waites. Sheldon has vast knowledge and experience in the industry. His experience ranges from a helper on a washout crew to senior executive positions and part owner of the company. Sheldon is the 4th generation in his family that has been involved in the water tank maintenance business and has personally climbed and inspected over 2,000 water tanks in his lifetime. Keith has been in the water industry all of his professional career. He worked in the water well drilling industry since 2001 and has deep knowledge and experience in residential and agricultural drilling and well development. He has also owned and operated a successful residential water filtration business beginning in 2004. He is a customer-focused problem solver who has individually managed hundreds of projects with a commitment to superior quality, accuracy, service and responsiveness. Sheldon and Keith will be your direct contact for any service needs and are both available 24/7. Both of their resumes are listed earlier in the RFP response.

CANCELLATIONS

American Tank Maintenance has never had a cancellation of a full service maintenance agreement. We work very hard to keep our customers happy!

LAWSUITS / LITIGATIONS / DEFAULTS

American Tank has never been involved in any kind of lawsuits or litigations and has never defaulted on any contract. American Tank has also never been cited for any safety violations.

CURRENT WORKLOAD

American Tank Maintenance currently has 10 paint crews and 3 washout crews running full time. We are very flexible with our current workload and crews to complete the work required in this RFP on a timely basis. We will work with City of Crestview officials to schedule times for the renovations and inspections that meet your needs.

SAFETY VIOLATIONS

American Tank Maintenance takes safety very seriously and we have never been cited for any safety violations. An outline of our extensive safety program has been attached to this response.

QUALITY CONTROL

To provide the highest quality possible, American Tank utilizes NACE certified inspectors to inspect the paint crews at various check points during each renovation and at the end of the renovation. We utilize a variety of testing procedures to make sure we have proper mils and coverage on the tank's surface. We also come back to inspect on a yearly basis to verify the quality of the paint job on a long term basis and provide inspection reports after each one of those inspections. For extra protection for City of Crestview, we also offer a warranty of our services throughout the life of the contract.

COMMUNICATION & SCHEDULING OF WORK

American Tank feels communication is a very important piece to a good working relationship. To make sure there is always good communication between American Tank and City of Crestview, we have certain processes in place to make sure communication occurs in a timely manner and a regular basis. We schedule an annual review once a year to discuss the following:

1. Prior year evaluation of how crews performed, work history, inspection reports, any items that were repaired, any areas that can be improved.
2. Current year schedule of work to be completed and what time of the year would fit best for the City for those items to be performed.
3. Updates on contact names and system changes that relate to the contract

Even though the general timeframes of work to be performed are discussed at the annual review, American Tank will still call to schedule each event at least two weeks prior to arrival and verify that the City still wants to perform those services during that timeframe. If the City elects to not perform the work at that time, then the work will be rescheduled to a different time according to the City's request.

SCHEDULE OF WORK AND SPECIFICATIONS

American Tank Maintenance will follow the schedule of work and specifications laid out in the RFP.

LEADERSHIP IN AMERICAN TANK MAINTENANCE

American Tank Maintenance has had the exact same leadership over the past 10 years and there are no changes anticipated in the near future.

Why should the City of Crestview partner with American Tank Maintenance?

1) **American Owned**

2) **Focused on Water Tank Maintenance only**

3) **100% satisfaction rating with customers. Only firm that has never had a customer cancel a full-service maintenance contract due to impeccable service**

4) **Currently service over 300 water systems and 1,000 water storage tanks in the Southeast.**

5) **Extensive experience within ATM's Management Team and Account Manager in the water tank industry**

6) **Outstanding Professional Service and Quality Work**

7) **Focused on Customer Service and Communication**
   - **Yearly Account Overview**
   - **Sheldon Shelton & Keith Waites, Account Managers available 24/7**

8) **Properly Manage all tanks in a Timely and Professional manner**

Capability

American Tank Maintenance (ATM) is uniquely qualified to address any tasks needed to maintain and manage a water storage vessel. In addition to the vast years of experience of our team members, ATM utilizes a state of the art computer management system to manage all water storage assets. Our customers have access to their information via a secure online portal. ATM has the crews to perform all needed inspections, washouts, repairs and renovations needed. Below are just a sample of ATM's equipment.

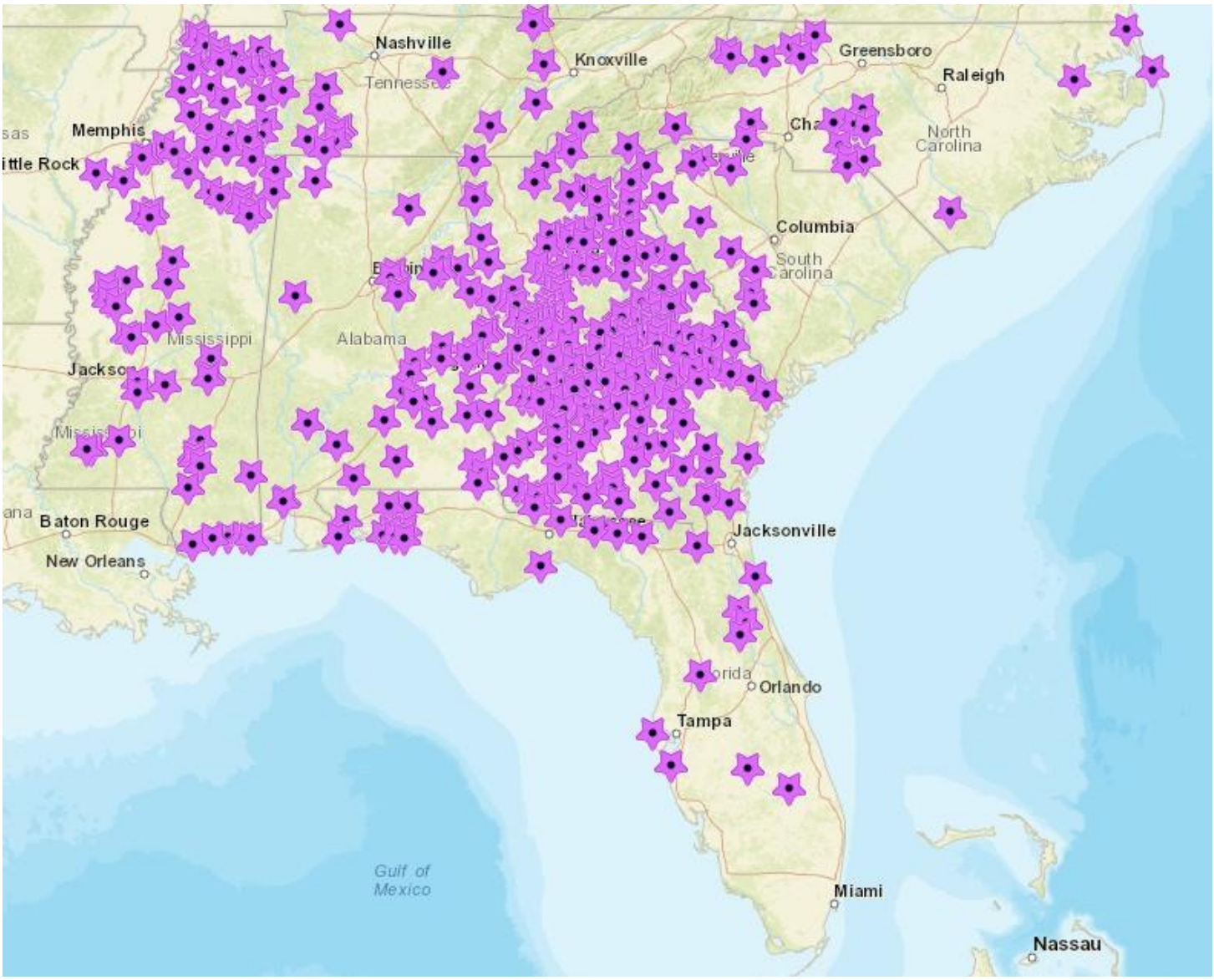
Service Vehicle

Blast Pot and Containment System

Air Compressor

Service Vehicle

ATM Customer Map



Customer Maintenance Program References

Destin Water Users, FL
Contact: Judd Mooso
Address: PO Box 308, Destin, FL 32540
Phone: (850) 337-3915
Tanks: 5

Pace Water System, FL
Contact: Damon Boutwell – General Manager
Address: 4401 Woodbine Rd, Pace, FL 32571
Phone: (850) 994-5129 Ext. 3121
Tanks: 6

Lowndes County, GA
Contact: Steve Stalvey – Utility Director
Address: P.O. Box 1349, Valdosta, GA 31603
Phone: (229)671-2500
Tanks: 10

City of Griffin, GA
Contact: Brant Keller
Address: P.O. Box T, Griffin, GA 30224
Phone: (678) 692-0391
Tanks: 10

City of Wrightsville, GA
Contact: Charles Blackburn
Address: 2566 East Elm Street, Wrightsville, GA 31096
Phone: 478-864-3303
Tanks: 2

City of Dudley, GA
Contact: Jason Locke - Mayor
Address: PO Box 315, Dudley, GA 31022
Phone: (478)290-6451
Tanks: 1

Columbia County Water Utility, GA
Contact: Mark Inglett
Address: PO Box 204660, Martinez, GA 30917
Phone: 706-447-7724
Tanks: 10

City of Warrenton, GA
Contact: Pat Rogers
Address: PO Box 109, Warrenton, GA 30828
Phone: (706) 465-3282
Tanks: 5

City of Swainsboro, GA
Contact: Don Dodson
Address: P.O. Box 600, Swainsboro, GA 30401
Phone: (678) 591-4844
Tanks: 3

City of Albany, GA
Contact: Kurt Anthony
Address: PO Box 1788, Albany, GA 31702
Phone: (229)809-6084
Tanks: 11

Town of Allentown, GA
Contact: Robert Davidson
Address: PO Box 34, Allentown, GA 31003
Phone: (478) 962-4577
Tanks: 1

City of Locust Grove, GA
Contact: Jack Rose – Utility Director
Address: PO Box 900, Locust Grove, GA 30248
Phone: (404)597-2875
Tanks: 3

City of Sylvania, GA
Contact: Mike Smith
Address: 104 South Main Street, Sylvania, GA 30467
Phone: 912-564-7411
Tanks: 3

Okeechobee Utility Authority, FL
Contact: John Hayford
Address: 100 SW 5th Ave, Okeechobee, FL 34974
Phone: (863) 763-9460
Tanks: 3

City of Rebecca, GA
Contact: Don Collins
Address: P.O. Box 97, Rebecca, GA 31783
Phone: 229-643-7212
Tanks: 1

City of Social Circle, GA
Contact – Robby Miller
Address: PO Box 310, Social Circle, GA 30025
Phone: (770) 464-2380
Tanks: 4

Town of Arabi, GA
Contact: Joyce Rooks
Address: P.O. Box 177, Arabi, GA 31712
Phone: 229-273-5096
Tanks: 1

Northeast Lawrence Utility District, TN
Contact: Todd Tingle
Address: 325 Good Hope Road, Lawrenceburg, TN 38464
Phone: 931-762-9481
Tanks: 2

Town of Alto, GA
Contact: Wiley Cook - PWD
Address: P.O. Box 215, Alto, GA 30510
Phone: 706-778-8035
Tanks: 3

City of Climax, GA
Contact: Greg Toole – Utility Director
Address: 105 Drane Street, Climax, GA 39834
Phone: (229)400-2848
Tanks: 1

Schley County Water Authority, GA
Contact: Bill Sawyer – County Manager
Address: P.O. Box 25, Ellaville, GA 31806
Phone: 229-937-2680
Tanks: 2

Cleburne County Water Authority, AL
Contact: Mike Copeland
Address: P.O. Box 686, Heflin, AL 36264
Phone: 256-463-7860
Tanks: 6

Lake Como Water Association, FL
Contact: Bob Briant
Address: PO Box 102, Lake Como, FL 32157
Phone: (386) 649-4300
Tanks: 2

City of Saraland. AL
Contact: Chad Hennis
Address: 307 Shelton Beach Road, Saraland, AL 36571
Phone: 251-675-5126
Tanks: 3

Guntersville Water Works & Sewer Board, AL
Contact: Jack Swann – General Manager
Address: 329 Gunter Avenue, Guntersville, AL 35976
Phone: 256-582-5931
Tanks: 9

City of Screven, GA
Contact: Melvin Boyette - Mayor
Address: 103 Harris Street, Screven, GA 31560
Phone: 912-294-0853
Tanks: 1

Lake Sharon Water, FL
Contact: Ken Rodriguez
Address: 1W Kathy Lane, Freeport, FL 32439
Phone: (850) 549-8510
Tanks: 1

Town of Deepstep, GA
Contact: Randy Veal
Address: 9676 Deepstep Road, Sandersville, GA 31082
Phone: 912- 552-0867
Tanks: 1

Fort Valley Utility Commission, GA
Contact: Gary Moncrief
Address: P.O. Box 1529, Fort Valley, GA 31030
Phone: 478-235-0696
Tanks: 6

Webster County, GA
Contact: George Moore – County Manager
Address: P.O. Box 29, Preston, GA 31824
Phone: 229-828-5775
Tanks: 2

Monroeville Water Works, AL
Contact: William Snyder
Address: PO Box 674, Monroeville, AL 36461
Phone: 251-575-2617
Tanks: 4

City of Gautier, MS
Contact: Cindy Russell
Address: 3330 Highway 90, Gautier, MS 39553
Phone: 228-497-8000
Tanks: 5

City of Sycamore, GA
Contact: Jerry Nipper
Address: 2529 US Highway 41, Sycamore, GA 31790
Phone: 229-567-4296
Tanks: 2

City of Millen, GA
Contact: John Thomas
Address: PO Box 929, Millen, GA 30442
Phone: 478-982-6104
Tanks: 3

Panacea Area Water, GA
Contact: Jerome Alexander
Address: PO Box 929, Tennille, GA 31089
Phone: 478-553-9733
Tanks: 2

City of Bainbridge, GA
Contact: Steve Winburn
Address: 1503 Pierce Street, Bainbridge, GA 35818
Phone: 229-248-2015
Tanks: 5

Lawrenceburg Utilities, TN
Contact: Vic Pusser
Address: PO Box 649, Lawrenceburg, TN 38464
Phone: 931-762-7161
Tanks: 10

City of Lavonia, GA
Contact: Gary Fesperman
Address: PO Box 564, Lavonia, GA 30553
Phone: 706-356-8781
Tanks: 2

Horn Lake Water Association, MS
Contact: Connie Bunting
Address: PO Box 151, Horn Lake, MS 38637
Phone: 662-393-0140
Tanks: 7

City of Dahlonega, GA
Contact: John Jarrod
Address: 465 Riley Road, Dahlonega, GA 30533
Phone: 706-864-6133
Tanks: 3

American Tank Maintenance, LLC
Safety and Health Program

Table of Contents

Page	Program
1	1. Accident Prevention Plan
18	2. Emergency Action Plan
21	3. General Safety and Health
26	4. Occupational Health and Environmental Controls
34	5. Hazard Communication
48	6. Personal Protective Equipment
50	7. Hearing Conservation
58	8. Eye and Face Protection
63	9. Respiratory Protection
86	10. Fire Protection and Prevention
91	11. Accident Prevention Signs and Tags
94	12. Materials Handling, Storage, Use, and Disposal
97	13. Rigging
107	14. Hand and Power Tools
110	15. Welding and Cutting
120	16. Electrical
134	17. Lockout/Tagout
138	18. Scaffolds and Aerial Lifts
167	19. Fall Protection
176	20. Motor Vehicles
183	21. Excavation
196	22. Concrete
203	23. Stairways and Ladders
216	24. Lead
234	25. Cadmium
258	26. Chromium
269	27. Confined Space
286	28. Recording and Reporting Illnesses and Injuries
290	29. Blood Borne Pathogens
293	30. Heat Stress Prevention
300	31. Radio Frequency Protection
	Appendices 1 -27

American Tank Maintenance, LLC
Environmental Compliance Program

Table of Contents

Page	Program
1	1. Environmental Compliance Program Introduction
3	2. Ambient Air Monitoring Program
12	3. Hazardous Waste Management Program and PPPC
21	4. Materials Storage and Management Program
23	5. Non-Hazardous Waste Management Program
26	6. Oily Rag Management Program
29	7. Recycling and Beneficial Reuse Program
31	8. Soil Sampling Program
35	9. Water and Sediment Sampling
38	10. Universal Waste Management Program
	11. Appendices

American Tank Maintenance, LLC Safety and Environmental Program is over 600 pages long. The complete American Tank Maintenance Safety and Environmental Program binder can be provided upon request.

CITY OF Albany GEORGIA

To whom it may concern,

I am pleased to write this letter of recommendation for American Tank Maintenance, LLC.

We selected American Tank Maintenance as our sole elevated water storage tank maintenance provider and we could not be more pleased with that decision. To date the maintenance of our 11 elevated storage tanks have exceeded our expectations. American Tank Maintenance personnel have proven to us they possess the knowledge and expertise required to successfully fulfill their contractual obligations and we are confident that they will continue to do so in the same professional manner that we have come to expect from them.

We are very pleased with the phenomenal quality of work, professionalism and customer service that we have received from American Tank Maintenance and would highly recommend their services to anyone in need of water storage tank repairs, renovations or management.

If you have any questions regarding this recommendation or would like to speak to me directly concerning American Tank Maintenance please don't hesitate to contact me at (229) 883-8330 ext. 818.

Kurt Anthony
General Supervisor
Albany Utility Board
Water Production/Quality

Phone: 229.883.8330 Ext.818
Fax: 229.435.1923
1726 Lily Pond Road
Albany, GA 31701

P.O. Box 1788
Albany, GA 31701
www.albany.ga.us

Lawrenceburg Utility Systems

1607 N. LOCUST AVE. • P.O. BOX 649 • LAWRENCEBURG, TN 38464
PHONE: 931-762-7161 • FAX: 931-762-6747

May 24, 2016

To whom it may concern,

It is with great pleasure that I write this strong recommendation letter on behalf of American Tank Maintenance, LLC.

Lawrenceburg Utility Systems was very excited about selecting American Tank Maintenance as our Water Storage Tank maintenance provider for all 10 of our Water Storage tanks. We are extremely confident that under their Tank Maintenance program our Water Storage Tanks are properly managed and maintained in a professional and cost effective manner.

Working with American Tank Maintenance has been exceptional in every way. First of all, American Tank Maintenance is an American owned company, which is very difficult to find today, who delivers exactly what they promise and most importantly, they are a very professional company with exceptional pride and Integrity.

We are truly impressed with the outstanding customer service, professionalism and quality of work that American Tank Maintenance has provided. Lawrenceburg Utility Systems strongly recommends American Tank Maintenance to any Municipality, Water System or Tank Owner that is looking for water storage tank renovations, repairs or comprehensive tank management program for their Water Storage Tanks.

If you have any questions concerning this recommendation for American Tank Maintenance please feel free to contact me at 931-766-4750.

Very Respectfully,

Vic Pusser

Victor B. Pusser, P.E.
General Manager
Lawrenceburg Utility Systems, Tennessee

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status.

CINDY McADAMS
MAYOR

ALDERMEN
FRANK GIBSON
PAUL GROOMS
DONALD HIGH
JAN JOHNSON

CITY OF GREENFIELD

222 NORTH FRONT STREET
GREENFIELD, TENNESSEE 38230
PHONE: 731-235-2330
FAX: 731-235-3814
recorder@cityofgreenfield.net

Greenfield
"...where you don't get lost in the shuffle..."

RANDY POTTS
CITY RECORDER

ALDERMEN
TROY JONES
BOBBY MORRIS
JAMES POPE
PAUL RICHMOND

To whom it may concern,

The City of Greenfield, TN owns two elevated water tanks. As tanks age, the proper upkeep and long term maintenance can be a significant challenge both from the maintenance and the financial perspective.

The City of Greenfield is very proud to have recently signed a full service maintenance contract with American Tank Maintenance. Our elected officials, public works director and I are very pleased with the **exceptional quality of work, superb customer service and complete professionalism** that American Tank Maintenance has provided. They just completed a full exterior and interior renovation on one of our water storage tanks and did a phenomenal job throughout the entire project.

We had the confidence that American Tank Maintenance could perform the work in a professional, efficient and timely manner, while meeting all regulations.

I am exceedingly satisfied with the level of service we have received from American Tank Maintenance and would **highly recommend their services** to any municipality. They can provide a worry-free answer to Long Term Water Tank Maintenance or anyone in need of water storage tank repairs, renovations or management. Please feel free to contact me at the number below if you have any questions

Sincerely,

Randy Potts

Randy Potts
City Recorder / CMFO
City of Greenfield, TN
(731) 235-2330

Lexington Utilities

731-968-5213 Water Systems
731-968-2917 Gas Department
731-968-6652 or 968-3238 Fax

54 Monroe Avenue
Lexington, TN 38351

To whom it may concern,

City of Lexington, TN was very excited to switched our Water Storage Tank Full Service Maintenance Program over to American Tank Maintenance LLC, for the management of our six Water Storage Tanks, and it is with great confidence that I write this recommendation letter for American Tank Maintenance, LLC

American Tank Maintenance is an **American owned company**, which played a big factor in our decision to switch tank maintenance providers. American Tank Maintenance significantly reduced our water storage tank maintenance costs and at the same time provided us with better service. They have delivered exactly what they promised and they have been an **extremely professional company** with outstanding **integrity, pride and passion**. City of Lexington has been very impressed with the level of expertise, outstanding professionalism, superior customer service, response time and overall high quality of workmanship that American Tank Maintenance provides us. City of Lexington is extremely confident that our Water Storage Tanks are properly managed and maintained in a very professional and **cost effective manner**.

City of Lexington strongly recommends American Tank Maintenance to any City, Water System or Tank Owner that is looking for a professional, cost effective, comprehensive Full Service Maintenance Program for their Water Storage Tanks.

If you have any questions concerning this recommendation for American Tank Maintenance please feel free to contact me at 731-845-6863

Sincerely,

Michael Harper
General Manager
Lexington Utilities Department

Jones County Water System
270 Highway 49
Macon, GA 31211
(478) 743-3211

Freddie Wiggins
Water Superintendent
Fax (478) 743-6525

May 25, 2016

To Whom It May Concern:

Our Water Storage Tanks were under a maintenance contract with Utility Service since the early 1990's. Within the last few years we have received very little service and communication from Utility Service. We had to call multiple times to get the same float repaired on a tank, and it was never repaired correctly. There was a tank that was in very poor condition on the exterior and they would not agree to paint it. It took months to receive the inspection reports, and when I did receive them, most of the reports said that the interior was not inspected but would be at the next inspection. I believe that they have lost focus of their core business and are focusing on all the other products they now offer causing our tanks to be neglected.

We have since moved our maintenance contracts for tank maintenance over to American Tank Maintenance and are completely satisfied with the job that they are doing for us. They rebuilt the float system on the above mentioned tank within the first couple of weeks of the new contract and have taken care of several repairs including new vents, screens, washouts and various other repairs that had been neglected by Utility Service. The tank that needed an exterior paint job was brought forward from the schedule—(we put together) and even received a full coat of primer. We have received all of our reports within one to three weeks after repairs and inspections have been completed. We are extremely happy with American Tank Maintenance and would definitely recommend them to anybody needing tank maintenance.

Sincerely,

Freddie Wiggins

Freddie Wiggins,
Water Superintendent
Jones County Water Department

Mayor
Gordon Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey Vaughan
Ward 4 Rusty Anderson
Ward 5 Adam D. Colledge

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

March 2, 2015

Sheldon Shelton
Executive VP of Sales
American Tank Maintenance, LLC
2012 Potters Rd
Perry, GA 31069

Dear Sheldon:

I would like to take a moment to thank you and your staff for the exceptional service American Tank Maintenance has provided to the City of Gautier. As a Purchasing Professional for over 23 years, it is not often that I have the pleasure of working with a company such as yours.

It has been my privilege to work with an extremely dedicated team of experts for the past year. American Tank Maintenance has always gone above and beyond the expected to provide us with prompt, courteous and professional service. There has never been a time when called about a problem that the team of American Tank Maintenance has not gone out of their way to provide us with what is needed. I would like to commend American Tank Maintenance for a job well done. It is always a pleasure to work with professionals such as the staff of American Tank Maintenance who take pride in their work.

Thank you once again. I look forward to continued dealings with American Tank Maintenance and its Staff in the future.

Cindy Steen

Cindy Steen
Purchasing Agent
City of Gautier
228-497-3518

City
of
Bainbridge

P.O. Box 158
Bainbridge, Georgia 39818

www.bainbridgecity.com

Georgia
at Its
Best

Phone (229) 248-2000
Fax (229) 248-2008

May 31, 2016

To Whom It May Concern:

The City of Bainbridge began its 10 year contract with American Tank Maintenance in 2015. American Tank Maintenance has been nothing by accommodating since we began our professional relationship with the company. We have been completely satisfied with their services and look forward to continuing our contract with them.

If you would like additional information about American Tank Maintenance, you can telephone me at (229) 248-2014.

Sincerely,

Steve Winburn
Public Service Director

To whom it may concern,

It is with complete confidence that I recommend American Tank Maintenance for all of your water tank needs. The City of Dahlonega has contracted with American Tank Maintenance to maintain its three tanks and we couldn't be more pleased with their professionalism, tank knowledge and service.

I have personally known the President of American Tank Maintenance over 10 years and trust him and his company to do what they say they are going to do. With American Tank Maintenance maintaining our water tanks, that's one less thing I have to worry about.

Sincerely,

John A. Jarrard

Water Treatment Supt.

City of Dahlonega

MONROEVILLE WATER WORKS & SEWER BOARD

69 West Claiborne Street • P.O. Box 674
Monroeville, Alabama 36461
Telephone (251) 575-2617 • Fax (251) 575-5817
www.monroevillewaterworks.com

Directors
Butch Feaster, Chairman
Darenell Payne, Vice-Chairman
Bob Burns
Thelma McDaniel
Michael Sawyer
William Snyder, Sec.-Tres.

June 18, 2018

To Whom It May Concern:

The Monroeville Water Works Board utilizes the Water Storage Tank Full Service Maintenance Program with American Tank Maintenance LLC, for the Asset Management of our four Water Storage Tanks.

The American Tank Maintenance program gives us confidence that our Water Storage Tanks are well managed, well maintained, are always in compliance with State and Federal Regulations and we are assured that our Water Storage Tanks are always maintained to provide a safe and sanitary condition for our customers potable drinking water.

All of our Water Storage Tank Maintenance needs are covered from a single source provider and for a single all inclusive annual fee. These balanced allocations of maintenance costs eliminate budgeting surprises and the need to scramble each year.

The Monroeville Water Works Board is extremely satisfied with the level of expertise, professionalism, service, communication and commitment by American Tank Maintenance and its personnel. The assembled group at this company has such a depth of knowledge and expertise on all items, issues and concerns with Water Storage Tanks and the management of these extremely valuable and visual assets that we have no need for other involvement to include our engineering associates. This partnership allows us to focus on our primary mission to provide our customers with safe drinking water. We have been pleased with our decision to enter into a Water Storage Tank Maintenance Program and American Tank Maintenance has done an outstanding job in maintaining our Water Storage Tanks.

The Monroeville Water Works Board and I would strongly recommend American Tank Maintenance to any Municipality, System or Tank Owner with no hesitation.

Please feel free to contact me at either 251-575-2617 or on my personal mobile at 251-593-2693 to discuss this recommendation further.

Respectfully,

William Snyder

COLUMBIA COUNTY
GEORGIA
Water Utility

June 15, 2018

Subject: Letter of Recommendation for American Tank Maintenance, LLC

To whom it may concern,

American Tank Maintenance has been the water storage tank maintenance contractor for Columbia County Water Utility for many years. They have provided a variety of services and improvements for our Utility and are considered to be one of the premier contractors in this field. They produce a quality product and finish their jobs in a timely manner. They have also been available to us under emergency conditions, and are always faithful to respond to our needs. I highly recommend American Tank Maintenance as the primary contractor for all your water storage tank needs.

Sincerely,

Mark L. Inglett

Operations Manager

Columbia County Water Utility

SOUTHEASTERN RESOURCES, INC.
INDEPENDENT REPRESENTATIVE OF TNEMEC COMPANY INCORPORATED

407 EAST MAPLE ST., SUITE 306, CUMMING, GA. 30040 TEL: 770-242-9605 FAX: 678-771-8693 WWW.TNEMEC.COM

Date: July 25, 2022

To: Sheldon Shelton

From: Dean Drehoff

Subject: Qualified Applicator

To Whom It May Concern:

American Tank Maintenance, located in Warthen Georgia, is a longtime Tnemec customer that has an excellent credit history with Tnemec. They have professionally trained crews, they have updated equipment, the crews have all OSHA credentials and their workmanship is unsurpassed.

They are a qualified Tnemec applicator, who has been trained in the handling, mixing, and the application of all Tnemec products and systems. The full resources of the Tnemec Company are always available to American Tank Maintenance to provide any support or service they require.

Please note I am the Tnemec manufacturer's representative in the state of Georgia. I started with Tnemec in 1989 and have been representing Tnemec in the state of Georgia since 1998. If you or anyone else has any questions concerning American Tank Maintenance, please do not hesitate to give me a call.

Respectfully Submitted,

Dean Drehoff

Dean Drehoff
Website: www.tnemec.com/ser

CADENCE
BANK

March 19, 2021

Re: American Tank Maintenance, LLC

To Whom It May Concern:

Please be advised that the above has been a client of Cadence Bank since December 2013. The company currently maintains average deposit balances in the low 7 figures, and we continue to maintain an operating line of credit for the company that is also in the low 7 figures. The company is well-managed and continues to perform as agreed on all obligations.

Should you need additional information, please feel free to contact me at (478)796-6479.

Very truly yours,

Brandon Mercer
Senior Vice President

AMERTA0-01 KASEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2022

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
Waites & Foshee Insurance
P.O. Box 4803
Macon, GA 31208

CONTACT NAME: Kasey DeFore
PHONE (A/C, No, Ext): (478) 330-6319 FAX (A/C, No): (478) 743-0589
E-MAIL ADDRESS: kdefore@oakbridgeinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeland Insurance Company of New York	34452
INSURER B : Owners Insurance Company	32700
INSURER C : American Interstate Ins Co	31895
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
American Tank Maintenance, LLC
P.O. Box 130
Warthen, GA 31094

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			793-00-58-24-0004	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
B	AUTOMOBILE LIABILITY			5171185802	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			793-00-58-25-0004	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCGA2977242021	4/1/2022	4/1/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution			793-00-58-24-0004	4/1/2022	4/1/2023	Each Condition	2,000,000
A	Professional Liab			793-00-58-24-0004	4/1/2022	4/1/2023	Coverage Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

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
Kasey DeFore

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: AMERTA0-01 KASEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Waites & Foshee Insurance		American Tank Maintenance, LLC P.O. Box 130 Warthen, GA 31094
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Forms and Endorsements
General Liability includes:
- Additional Insured Owner, Lessees or Contractors when required in a written contract #OBENVGE346
- Additional Insured Owner, Lessees or Contractors – Completed Operations when required in a written contract #OBENVGL001
- Primary & Non-Contributory Endorsement when required by written contract #OBENVGE319
- Waiver Transfer of Rights of Recovery Against Others To Us when required by written contract # OBENVGE320

Automobile Liability includes:
- Blanket Waiver of Our Right to Recover Payments #58583
- Blanket Additional Insured #58504

Workers Compensation includes:
- Waiver of Our Right to Recover From Others Endorsement #WC000313

Excess Liability follows form with primary policies scheduled on this Certificate

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
American Tank Maintenance LLC

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
119 Warthen Lane, Suite B (mailing address PO Box 130)

Requester's name and address (optional)

City, state, and ZIP code
Warthen, GA 31094

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
4 6 - 4 3 7 0 2 0 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** President **Date ▶** 6/20/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOYD, THOMAS CHRISTOPHER

AMERICAN TANK MAINTENANCE, LLC
119 WATHERN LANE SUITE B
WARTHEN GA 31094

LICENSE NUMBER: CGC1522416

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ATTACHMENT #1

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract For a Water Storage Tank Maintenance Program

2. This sworn statement is submitted by American Tank Maintenance, LLC

whose business address is 119 Worthen Lane, Suite B Warthen, GA 31094 and (if applicable) Federal Employer Identification Number (FEIN) is ((f the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 46-4370208

3. My name is Shelden Shelton and my relationship to the entity named above is Principal

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of

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

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

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

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

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

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

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

(Signature)

Date: 7/26/22

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Houston

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of [✓] physical appearance or [ ] online notarization, this 26th day of July 2022 by ✓ who is personally known to me or has produced _____ as identification.

Larry R. Wood
Notary Public

Larry Roger Wood
My Commission Expires
Notary Public
November 22, 2022
Houston County, Georgia

My Commission expires:

November 22, 2022

ATTACHMENT #2

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: American Tank Maintenance, LLC

ADDRESS: 119 Worthe Lane, Suite B

CITY: Warthen STATE: GA ZIP CODE: 31094

TELEPHONE NUMBER: (478) 737-9266

SIGNATURE: _____ DATE: 7/26/22

NAME (TYPED OR PRINTED): Sheldon Shelton

TITLE: Principal

ATTACHMENT #3

CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES_____ NO ✓

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES_____ NO ✓

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES_____ NO_____

If YES, please describe:

FIRM NAME: American Tank Maintenance, LLC

BY (PRINTED): Sheldon Shelton

BY (SIGNATURE):

TITLE: Principal

ADDRESS: 119 Worthen Lane, Suite B
Warthen, GA 31094

PHONE NO. (478) 737-9266

E-MAIL sshelton@americantankmaintenance.com

ATTACHMENT #4

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

LIABILITY & INDEMNIFICATION FORM

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

American Tank Maintenance, LLC
CONSULTANT's Company Name

119 Warthen Ln. Warthen, GA 31094
Physical Address

P.O. Box 130 Warthen, GA 31094
Mailing Address

(478) 737-9266
Phone Number

(478) 737-9266
Cellular Number

sshelton@americantankmaintenance.com
Email address

Authorized Signature – Manual

Sheldon Shelton
Authorized Signature – Typed

Principal
Title

(478) 205-6320
FAX Number

(478) 737-9266
After-Hours Number(s)

7/26/22
DATE

ATTACHMENT #5

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR "Water Storage Tank Maintenance Program"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. **NO. 22-07-27-PS**

"Water Storage Tank Maintenance Program"

FOR THE CITY OF CRESTVIEW, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.

2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.

4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

_____, Principal

Name and Title

ATTACHMENT #6

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR "Water Storage Tank Maintenance Program"

PUBLIC ACCESS FORM

ATM, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

a. Keep and maintain public records required by the public agency in order to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. **If contractor has questions regarding the application of Chapter 119, Florida Statutes, to contractor's duty to provide public records relating to this Agreement, contractor shall contact the Custodian of Public Records at:**

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

cityclerk@cityofcrestview.org

f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Signature

Pricing Submittal Form

Water Tank	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
100,000 Elevated - Tank #2	$10,288	$10,288	$10,288	$11,214	$11,214	$11,214	$12,223	$12,223	$12,223	$13,323
500,000 Elevated - Tank #4	$17,947	$17,947	$17,947	$19,562	$19,562	$19,562	$21,323	$21,323	$21,323	$23,242
500,000 Elevated - Tank #6	$18,173	$18,173	$18,173	$19,809	$19,809	$19,809	$21,591	$21,591	$21,591	$23,535
500,000 Elevated - Texas Tank	$18,018	$18,018	$18,018	$19,640	$19,640	$19,640	$21,407	$21,407	$21,407	$23,334
500,000 Elevated - Tank #9	$18,452	$18,452	$18,452	$20,113	$20,113	$20,113	$21,923	$21,923	$21,923	$23,896
500,000 Pedisphere - New Tank	$0	$17,867	$17,867	$17,867	$19,475	$19,475	$19,475	$21,228	$21,228	$21,228
Totals	$82,878	$100,745	$100,745	$108,204	$109,812	$109,812	$117,942	$119,695	$119,695	$128,557

Maximum annual inflation % after first 10 years
3%

Grand Total
$1,098,086

* This is a 10-year snapshot of pricing, but the contract can be continued indefinitely. Fill in the maximum inflation % increase per annum for the City to determine future fees (after the 10 years) under the maintenance agreement. The fees shown in the first 10-year pricing schedule should include inflation.

Appendix "A"

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

NOTICE TO PROPOSERS

The City of Crestview, Florida (City), is accepting sealed competitive submittals for Proposal for Water Storage Tank Maintenance. The intent of this Request for Proposals (RFP) is to solicit and obtain the services of an experienced water storage tank maintenance firm to enter a long-term, full-service agreement with the City of Crestview to provide a maintenance program for the water storage tanks within the City's potable water system.

This bid shall include, but is not limited to, the following: inspection, rehabilitation, as-needed repairs, recoating, washout services and preventive maintenance. The selected firm shall enter into a long-term agreement to assume full responsibility and accountability for all maintenance issues related to the City's water storage tanks. Any submittal should include all costs associated with labor, materials, equipment, overhead, profit, travel, reimbursables, inflation and all other expenses related to the provision of the necessary service as defined in the Scope of Work and the Schedule of Work. It is the intent of this RFP to determine the most qualified firm to which the City of Crestview could contract these services.

Proposals must be received by the:
Office of the City Clerk
City of Crestview,
198 N. Wilson St./PO Box 1209
Crestview, Florida 32536

In a sealed envelope clearly marked "**RFP No. 22-07-27-PS**, **PROPOSAL FOR "WATER STORAGE TANK MAINTENANCE PROGRAM**", along with the name, return address and telephone number of the firm submitting the proposal, **no later than 2:00 p.m. Central Daylight Time, on July 27, 2022,** at which time they will be opened and identified aloud.

Questions or requests for Proposal documents, regarding **RFP NO. 22-07-22-PS** "**Water Storage Tank Maintenance Program**" may be directed to the individuals below:

Maryanne Schrader
City Clerk, City of Crestview
Voice: (850) 682-1560
Email: cityclerk@cityofcrestview.org

The City of Crestview reserves the right to accept or reject, in part or total, any or all bids and to waive any informalities as deemed in the best interest of the City. All bids must be marked on the outside of the

envelope with the bid name, the time and date of opening. It shall be the Bidder's responsibility to ensure that bids are delivered to the above address by the appointed time.

CITY OF CRESTVIEW

Item # 6.4.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	8/30/2022
SUBJECT:	Approval of the 8/22/2022 City Council Budget Workshop Minutes

BACKGROUND:
Draft minutes were distributed prior to the meeting.

DISCUSSION:
Routine review of draft minutes for approval.

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION

Staff requests approval of the 8/22/2022 City Council Budget Workshop minutes.

Attachments

1. 08222022 City Council Budget Workshop Minutes Draft

City Council Budget Workshop Minutes Draft
August 22, 2022
4:00 p.m.
Council Chambers

1. Call to Order

The City Council Budget Workshop was called to order at 4:00 p.m. by Mayor Pro Tem Andrew Rencich. Board members present: Mayor Pro Tem Andrew Rencich, Council members: Shannon Hayes, Doug Capps, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Mayor JB Whitten was excused.

2. Pledge of Allegiance

City Manager Tim Bolduc led the Council in the Pledge of Allegiance.

3. Open Workshop

Mayor Pro-Tem A. Rencich opened the workshop.

4. Approve Agenda

Mayor Pro-Tem A. Rencich called for action.

Motion by Council member S. Hayes and seconded by Council member D. Capps to approve the agenda, as presented.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

5. Presentation

5.1. Budget Review

City Manager Tim Bolduc went over an overview of the budget presentation.

City Manager Tim Bolduc mentioned the projected fund balance is approximately $13 million. He stated there is $10.5 in the general fund. He reviewed the overall inflation rate being up 8.5% over last year, and costs incurred, as well as the reduction of the millage rate to 6.8466, staffing changes and justifications, capital projects and equipment, and the Crestview Unlimited budget addition.

In response to a staffing addition, Chief Stephen McCosker mentioned the Police Activity League and the promotion of volunteers within the police department to promote sports events. He added the Community Service aide position will assist in the youth formation.

City Manager Tim Bolduc added this position will help in creating a positive interaction between the police and the youth.

City Manager Tim Bolduc explained the need of adding the construction inspector

position, and the need for a staffing change in the Community Development department for a future additional GIS/CAD specialist.

City Manager Tim Bolduc mentioned the need to change the position in the clerk's office to a Deputy City Clerk and send Natasha Peacock for certification training. He added we invest in our people.

City Manager Tim Bolduc went over the need to update the facilities maintenance position and provide training.

Public Services Director Michael Criddle went over the planning and efficiencies in his department stating, they are planning a second water tower on Arena Road and explained the process of spraying effluent to ball fields.

Council commended the finance department on the job of providing a balanced budget.

In response to Council member Joe Blocker, City Manager Tim Bolduc replied that the percentage of equipment replacement is done by a life-cycle analysis. He mentioned the CMMS software purchase will help with efficiency.

City Manager Tim Bolduc added our overall rating in reserves is strong. Council member Cynthia Brown said our reserves are strong which backs up our "One City/One Mission" motto. City Manager Tim Bolduc added we will continue to look for grants, mentioning David Williams is managing current grants.

City Manager Tim Bolduc We have over 254 positions, so we need another IT staff member. We only have 51 officers for our population, and we need six positions in our fire department. He informed Council that in addition of more officers, we are behind one position in our HR department, and Parks and Recreation need more staff with the demand on our services.

Council member S. Hayes asked that each department head to provide an overview of the budget process. In response, Chief McCosker added that Tim gives us parameters and works with the team. Community Development Director Barry Henderson agreed that the budget process went smoothly.

Department directors reiterated the need for staffing and equipment needs to support services. HR Administrator Jessica Leavins mentioned she needs space for people and record storage. The consensus of the Council was the need for a larger City Hall.

City Manager Tim Bolduc mentioned he added a raise for the stipend for the city attorney by $10,000 annually in the budget. Council agreed it was needed.

Discussion ensued on the per diem rate, and City Manager Tim Bolduc responded that he would review the travel policy.

6. Comments from the Audience

Mayor Pro-Tem A. Rencich asked for comment from the public. No one came forward.

7. Comments from the Mayor and Council

Mayor Pro-Tem A. Rencich asked for comment from the Council.
Discussion ensued.

8. Adjournment

Mayor Pro-Tem A. Rencich adjourned the meeting at 4:55 p.m.

Minutes approved this __ day of __, 2022.

_____
Andrew Rencich, Mayor Pro-Tem

Maryanne Schrader
City Clerk
Proper Notice having been duly given

CITY OF CRESTVIEW Item # 6.5.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	8/30/2022
SUBJECT:	Approval of the 8/22/2022 Joint CRA and City Council Special Meeting Minutes

BACKGROUND:
The draft minutes were distributed prior to the meeting.

DISCUSSION:
Routine review of draft minutes for approval.

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION

Staff requests a motion to approve the 8/22/2022 Joint CRA and City Council and minutes

Attachments

1. 08222022 CRACity Council Special Joint Meeting Minutes Draft

CRA and Joint City Council Special Meeting
Minutes - Draft
August 22, 2022
5:00 p.m.
Council Chambers

1. Call to Order

Mayor Pro-Tem Andrew Rencich called the Special Joint meeting of the City Council and CRA to order at 5:04 p.m. Members present: Mayor Pro Tem Andrew Rencich, Shannon Hayes, Doug Capps, Cynthia Brown, and Joe Blocker, and Vice-Chair Margareth Larose. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, CRA Director Elizabeth Roy, and various staff members. Board member Linda Parker and Chair Nathan Boyles were excused.

2. Open Policy Making and Legislative Session

Mayor Pro-Tem Andrew Rencich explained the process and procedure for the meeting.

3. Action Items

3.1. Presentation by Purvis Gray - Audited Financial Statements

The City's auditing firm, Purvis Gray, represented by Ryan Tucker, presented the results of the September 30, 2021 Audited Financial Statements for the City of Crestview and the Crestview Redevelopment Agency.

Ryan Tucker said they have provided the audit with an unmodified opinion by the June 30th deadline with the highest level of assurance that can be received from an external auditing firm. The report conforms to the Generally Acceptable Accounting Principles (GAAP). He noted the pension plans are pretty strong comparable to other communities.

Mr. Tucker recommended the reconciliation of billing reports to be done on a monthly basis and noted the city is utilizing Excel spreadsheets. They are recommending external software to track external assets. He went over the Management Letter stating there are no issues to report on Investment funding requirements.

Discussion ensued on the software needed, and City Manager T. Bolduc advised that the new CMMS software will assist the Finance department with asset depreciation reports.

Mr. Tucker went over the details of the CRA audit report. He said the report is also in line with GAAP. He compared the 2021 and 2022 fiscal years. There were no internal controls to note. He went over the required disclosures. Regarding the budget submission, he noted that the CRA budget and amendments have to be submitted within ten days of adoption to the Okaloosa County Board of Commissioners. Ryan Tucker added the CRA report also has to be submitted in June, which was submitted on time.

Council commended the staff on the good report.

Next, City Manager Tim Bolduc displayed property that is available across from Desi's. He mentioned options available to utilize CRA funding under downtown improvements or borrow from the general fund. Both lots are estimated at $135,000. He asked for permission for the city attorney and he to negotiate to purchase the property. He mentioned several rehab options such as rehabbing the building to look like the old post office that had been housed there, as well as place the CRA offices in the building. He would like to protect some of the history on Main Street and added this

purchase is an historical opportunity.

Discussion ensued on what could be done with the vacant lot and the cost of rehabilitation.

City Manager Tim Bolduc said it will be about $300,000 to rehab the building, as the roof is bad and framing structure is bad. He hopes to search for historical grants and use revenue from the general fund. He added another option is we could rent office space to the Main Street program.

Discussion ensued with the CRA Board and Council regarding the value of nearby properties, and the resell value of the buildings.

City Manager Tim Bolduc said the value is there from an overall investment perspective. He added he does not have an appraisal yet.

Vice-Chair Margareth Larose asked about the safety of the building, and City Manager Tim Bolduc added the roof is in violation of Code and the building would need to be secured, as the back door is broken. CRA Director Elizabeth Roy added everything has to be up to Code.

Discussion ensued on revenue options with the TDC, assessment of the building, rehabbing the building in phases, and pulling the comparables on surrounding purchases, and the use of the building even if the CRA dissolves.

The general consensus was that the purchase is a good investment, but inspections would need to be done. City Manager Tim Bolduc mentioned one option is to do the rehab in phases.

Motion by Council member Cynthia Brown and seconded by Council member Shannon Hayes to approve the City Manager and City Attorney to negotiate to purchase the property not to exceed $135,000.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps, and Margareth Larose. All ayes. Motion carried.

Motion by Council member Shannon Hayes and seconded by Council member Cynthia Brown to accept the 2021/2022 financial statements for the City and the CRA.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps.
All ayes. Motion carried.

4. Comments from the Mayor and Council

Mayor Pro-Tem Andrew Rencich asked for comment from the Council.

5. Comments from the Audience

Mayor Pro-Tem Andrew Rencich asked for comment from the public, but no one came forward.

6. Adjournment

Mayor Pro-Tem Andrew Rencich adjourned the meeting at 5:42 p.m.

Minutes approved this __ day of __, 2022.

_____
Mayor Pro-Tem Andrew Rencich

Attest:

_____
Maryanne Schrader, City Clerk
Proper Notice having been duly given

CITY OF CRESTVIEW

Item # 6.6.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	8/30/2022
SUBJECT:	Approval of the 8/22/2022 City Council Regular Meeting Minutes

BACKGROUND:
The draft minutes were distributed prior to the meeting.

DISCUSSION:
Routine review of draft minutes for approval.

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION

Staff requests approval of the 8/22/2022 City Council regular meeting minutes.

Attachments

1. 08222022 City Council Regular Meeting Minutes Draft

City Council Minutes - Draft
August 22, 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 Pro-Tem Andrew Rencich. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Shannon Hayes, Doug Capps, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Mayor JB Whitten was excused.

2. Invocation, Pledge of Allegiance

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

3. Open Policy Making and Legislative Session

Mayor Pro-Tem Andrew Rencich went over the policy and open session procedures.

4. Approve Agenda

Mayor Pro-Tem Andrew Rencich announced that the first presentation, Mae Reatha Coleman Crestview Citizen of the Year will be removed until Mayor Whitten returns to speak on the item. He then called for action.

Motion by Council member Cynthia Brown and seconded by Council member Shannon Hayes to approve the agenda, as amended.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps.
All ayes. Motion carried.

5. Presentations and Reports

5.1. Announcement of Mae Reatha Coleman Crestview Citizen of the Year
Removed from the agenda.

5.2. Sister City Update
Cultural Affairs Director, Brian Hughes, went over the highlights and achievements of the program, as well as the economic impact the students make. He announced the new home for the Historic Preservation Board is in the Bush House next to his office and introduced Sébastien Besnard, one of the exchange students, who thanked the Council for the funding and support of the program.

6. Consent Agenda

Mayor Andrew Rencich called for action.

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

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

6.1. Sewer Bypass Pump Purchase

6.3. Water Department Line Stop Machine Purchase

6.4. WWTP Ox Ditch Pump replacement

6.5. 2022 Street Resurfacing

6.6. Selection of Low Bidder, for ITB Sitework Fire Tower 22-08-09-PS

6.7. Approval of July 20, 2022 Budget Workshop and Special Meeting Minutes

6.8. Approval of August 8, 2022 City Council Regular Meeting Minutes

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1882 - Export Road Annexation

Interim Planning Administrator N. Schwendt mentioned the next three ordinances regard Export Road.

Interim Planning Administrator N. 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, ± 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.

Mayor Pro-Tem A. Rencich called for comment from the public and Council.

Council member C. Brown asked if there were comments from the surrounding area, and Interim Planning Administrator N. Schwendt said they had a couple of individuals attend the Planning and Development meeting and expressed concerns about what

would develop in the area, but no other comments since the concerns were addressed.
Motion Council member Shannon Hayes and seconded by Council member Joe Blocker to adopt Ordinance 1882 on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps.
All ayes. Motion carried.

7.2. Ordinance 1883 - Export Road Comprehensive Plan Amendment

Interim Planning Administrator N. Schwendt said the information is the same for Ordinance 1883 - Export Road Comprehensive Plan Amendment, as previously stated.

Interim Planning Administrator N. 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 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.

Mayor Pro-Tem A. Rencich called for comment from the public and Council. In hearing none, he called for action.

Motion by Council member Cynthia Brown and seconded by Council member Joe Blocker to adopt Ordinance 1883 on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps.
All ayes. Motion carried.

7.3. Ordinance 1884 - Export Road Rezoning

City Attorney Jonathan Holloway swore in Interim Planning Administrator N. Schwendt for all quasi-judicial portions of the meeting.

Interim Planning Administrator N. Schwendt asked to have the staff report entered into the record for Ordinance 1884 - Export Road Rezoning: 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 1st, 2022 and the first reading was on August 8th, 2022. 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, Commercial High-Intensity District (C-2), Vacant. East – FLU and Zoning – Okaloosa County Mixed use, Existing Use - Vacant. South – FLU Okaloosa County Mixed Use. Zoning - Okaloosa County Mixed Use. Existing Use - Vacant. West – Okaloosa County Mixed Use. Zoning - Okaloosa County Mixed Use. Existing – 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.

Interim Planning Administrator N. 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 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.

Mayor Pro-Tem A. Rencich called for comment from the public and Council. In hearing none, he called for action.

Motion by Council member Douglas Capps and seconded by Council member Joe Blocker to adopt Ordinance 1884 on 2nd reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.4. Ordinance 1885 - Airport Road Annexation

Interim Planning Administrator N. Schwendt presented Ordinance 1885 - Airport Road Annexation, as unincorporated property.

Interim Planning Administrator N. 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, ± 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Joe Blocker and seconded by Council member Cynthia Brown to adopt Ordinance 1885 on 2nd reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.5. Ordinance 1886 - Airport Road Comprehensive Plan Amendment

Interim Planning Administrator N. Schwendt presented Ordinance 1886 for the Airport Road Comprehensive Plan Amendment and 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 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Joe Blocker and seconded by Council member Shannon Hayes to adopt Ordinance 1886 on 2nd reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.6. Ordinance 1887 - Airport Road Rezoning

Interim Planning Administrator N. Schwendt presented Ordinance 1887 for the Airport Road Rezoning and asked that the staff report be entered into the record: 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 1st, 2022 and the first reading was on August 8th, 2022. The property description is as follows: Property Owner: Trimcor LLC, 3517 Retail Drive, Phenix City, Alabama 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.

Interim Planning Administrator N. 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 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council.

In response to Council member D. Capps, Interim Planning Administrator N. Schwendt replied the landlord requested the zoning and it falls in line with surrounding zoning.

Motion by Council member Shannon Hayes and seconded by Council member Cynthia Brown to adopt Ordinance 1887 on 2nd reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.7. Ordinance 1888 - Brookmeade Drive Annexation

Interim Planning Administrator N. Schwendt presented Ordinance 1888 – Brookmeade Drive Annexation mentioning it is an enclave with C-2 zoning surrounding it that is currently developed for residential use.

Interim Planning Administrator N. 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, ± 0.48 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Shannon Hayes and seconded by Council member Joe Blocker to adopt Ordinance 1888 on 2nd reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.8. Ordinance 1889 - Brookmeade Drive Comprehensive Plan Amendment

Interim Planning Administrator N. Schwendt presented Ordinance 1889 – Brookmeade Drive Comprehensive Plan Amendment.

Interim Planning Administrator N. Schwendt asked the City Clerk to read the ordinance.

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

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Douglas Capps and seconded by Council member

Shannon Hayes to adopt Ordinance 1889 on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.9. Ordinance 1890 - Brookmeade Drive Rezoning

Interim Planning Administrator N. Schwendt presented Ordinance 1890 - Brookmeade Drive Rezoning.

Interim Planning Administrator N. Schwendt asked that the staff report be entered into the record: The property description is as follows: Property Owner: Wicker Roy. 8124 Jordan Road, Baker, Florida 32531-7271.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 provides the surrounding land use designations, zoning districts, and existing uses. Direction North. Zoning - Commercial (C). FLU - Commercial High-Intensity District (C-2) Existing Use – Commercial. East Okaloosa County Low Density Residential Okaloosa County Residential-1. Vacant. Direction – South. Zoning - Commercial (C) FLU - Commercial High-Intensity District (C-2). Existing use. Residential Direction – West. Zonin - Commercial (C). FLU - Commercial High-Intensity District (C-2) Existing use - 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.

He then asked the City Clerk to read the ordinance.

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

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Cynthia Brown and seconded by Council member Joe Blocker

to adopt Ordinance 1890 on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

7.10. Ordinance 1891 - Land Development Code Amendment

Interim Planning Administrator N. Schwendt presented Ordinance 1891 - Land Development Code Amendment being amended to assist in the process.

Interim Planning Administrator N. 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 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Douglas Capps and seconded by Council member Shannon Hayes to adopt Ordinance 1891 on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

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

Interim Planning Administrator N. Schwendt presented Ordinance 1892 - Chapter 2, Article III - Nuisance Abatement and Planning Board Revisions Amendment explaining the changes and updates.

Interim Planning Administrator N. 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 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Shannon Hayes and seconded by Council member Joe Blocker to adopt Ordinance 1892 on 2nd reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps.

All ayes. Motion carried.

7.12. Ordinance 1893 - Chapter 18 - Businesses - Amendments

Interim Planning Administrator N. Schwendt presented Ordinance 1893 - Chapter 18, Businesses – Amendment explaining the intent is to clear up some items and provided examples for garage sales and bingo games.

Interim Planning Administrator N. 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 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Cynthia Brown and seconded by Council member Joe Blocker to adopt Ordinance 1893 on second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8. Ordinances on First Reading

9. Resolutions

9.1. Resolution Amending the Comprehensive Fee Schedule

Interim Planning Administrator N. Schwendt presented Resolution 2022-21, Amending the Comprehensive Fee Schedule. He explained the action coincides with the budget process adding the goal is to operate in a fiscally responsible manner.

Interim Planning Administrator N. Schwendt asked the City Clerk to read the Resolution.

City Clerk Maryanne Schrader read the Resolution by title: A Resolution of the City of Crestview, Florida, Amending the Comprehensive Fee Schedule; Providing for Severability; Providing for Repeal of all Resolutions or Parts of Resolutions In Conflict Herewith and Providing for an Effective Date.

City Manager T. Bolduc explained fees will take place at the start of the fiscal year adding the biggest change is the impact fee section in Water. The fees have been brought to just below our actual cost.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Shannon Hayes and seconded by Council member Cynthia Brown to adopt Resolution 2022-21.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

9.2. Resolution Updating the Engineering Standards Manual

Public Services Director M. Criddle presented Resolution 2-22-22, Updating the Engineering Standards Manual explaining the manual has not been updated in a couple of years.

Public Services Director M. Criddle asked the City Clerk to read the Resolution.

City Clerk Maryanne Schrader read the Resolution by title: A Resolution of the City of Crestview, Florida, Providing for the Amendment of Portions of Sections of the Engineering Standards Manual; 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.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Douglas Capps and seconded by Council member Shannon Hayes to adopt Resolution 2022-22.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

9.3. Resolution to Remove On-Street Parking on Hwy 85 between Aplin Rd. and Malone Dr.

City Manager T. Bolduc presented Resolution 2022-23, Remove On-Street parking on Highway 85 between Aplin road and Malone Drive. He mentioned the Florida Department of Transportation asked if we would remove the street parking, as the parking is dangerous.

City Manager T. Bolduc asked the City Clerk to read the Resolution.

City Clerk Maryanne Schrader read the Resolution by title: A Resolution of the City Council, City of Crestview, Florida Supporting the Florida Department of Transportation's Design and Construction which includes the Removal of On-Street Parking on the SR-85 Corridor from Aplin Road to Malone Drive and Restriping the Area, Identified as Florida Department of Transportation (FDOT) Financial Project Identification (FPID) No: 445732-1-52-01.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Douglas Capps and seconded by Council member Cynthia Brown to adopt Resolution 2022- 23.

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

10. Action Items

10.1. Referral Incentive

HR Director Jessica Leavins said the referral incentive program is new to the city. This will provide our current employees with a cash incentive for recruiting employees.

Discussion ensued on the current employment atmosphere and Council agreed it was needed.

Mayor Pro-Tem A. Rencich called for comment from the audience and Council. Hearing none, he called for action.

Motion by Council member Douglas Capps and seconded by Council member Cynthia Brown to approve the incentive referral program.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

11. City Clerk Report

11.1. Municode Update

City Clerk Maryanne Schrader briefed the Council that the city should receive the draft of the re-codified Code by the end of the month. The goal of the re-codification is to have a well-organized and error-free Code. The legal review team for MuniCode is reviewing all ordinances to ensure that they comply with the State Constitution, State law, and our Charter.

City Manager T. Bolduc explained the history and reason for the re-codification and stated staff will have thirty days to review and make any comments before we finalize and approve the re-codification adding department heads and city attorney will do the review.

12. City Manager Report

12.1. Financial Update - City Manager

Finance Director Gina Toussaint went over the statements for May and June. She clarified the disbursement of ARPA funds adding we are stable financially.

City Manager T. Bolduc pointed out that the full restaurant will open August 28th at the Golf course and need our full support. The bar menu is available now. We will meet with their management team next week. We are operating in the black. We are pleased overall.

13. Comments from the Mayor and Council

Council member D. Capps said he went to several classes at last week's conference adding we are doing everything they are teaching.

Council member S. Hayes also went over the training conference. He also spoke highly of the Programs and keynote. He also mentioned the FLC certificate program.
He also attended the Library Training Day mentioning the library has a program to assist with utility bills for our Seniors that is based on income.

Council member C. Brown also attended the Library Training program adding the library is a great resource. She said she attended the FLC conference and mentioned that is important to get involved in our local government. She added the dog event on Saturday was awesome.

Council member J. Blocker commended the Finance team on doing a great job and keeping the finances in good standing.

Mayor Pro-tem A. Rencich said the "Puppy Works" event was successful with 32 adoptions. The new Animal Services program staff has done a great job.

14. Comments from the Audience – No one came forward.

15. Adjournment

Mayor Pro-Tem A. Rencich adjourned the meeting at 7:02 p.m.

Minutes approved this __ day of __, 2022.

_____
Mayor Pro-Tem Andrew Rencich

ATTEST:

_____
Maryanne Schrader
City Clerk
Proper notice having been duly given

CITY OF CRESTVIEW Item # 6.7.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/8/2022
SUBJECT:	Acceptance of the proposal from Emerald Coast Striping, LLC for restriping Wilson Street

BACKGROUND:

This item is for acceptance of the attached proposal from Emerald Coast Striping to restripe Wilson Street and parking stalls, including stop bars, railroad crossing, pedestrian crossings, and handicap parking stalls. All traffic surfaces will be done in thermoplastic material for maximum durability.

DISCUSSION:

Emerald Coast Striping is the contractor utilized by Okaloosa County. The City of Crestview is piggybacking off their contract to obtain competitive pricing for our striping work. This piggyback action was approved by the City Council at the August 8, 2022 meeting. The unit pricing approved at that time is the same as the attached proposal. This approval is time-sensitive due to an announced price increase that will take effect on October 1, 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.

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

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The cost of the Wilson Street restriping totals $56,610.00. This is a budgeted item.

RECOMMENDED ACTION

Staff respectfully requests approval of the proposal from Emerald Coast Striping for the work to be completed on Wilson Street.

Attachments

1. Wilson St Restripe Proposal 8-30-22

EMERALD COAST
STRIPING, L.L.C.

Proposal

1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

DATE August 30, 2022
Quotation # Wilson St Restripe
From US-90 to MLK Jr
Crestview, FL

Proposal To:
City of Crestview
Okaloosa County

Comments or special instructions:
All Maintenance of Traffic to be provided by General Contractor.
ECS requires a daily minimum of $2,500 to be called out.
Hydroblasting mobilization is $2,500 and daily minimum is $4,000.
Thermoplastic quantities do not include temporary paint unless otherwise noted.
Paint quantities are for one coat/application unless otherwise noted.
ECS anticipates to perform this project at night time.
ECS is not responsible for moving parked vehicles. Multiple trips will inquire a mobilization fee of $1,500 per trip in addition to work performed.
Due to recent market volatility, supply chain interruptions, equipment and material shortages, this price is valid for 30 days
and may be repriced after this period should market conditions change and/or costs escalate due to price increases and/or surcharges from suppliers.
All proposals over 365 days will have an annual 5% increase per year.
Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow minimum of two weeks advance notice for scheduling of crews.

Agree to the Proposal Below and all Terms

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
Base Bid Plan				
4" White Painted Angled Parking Stall	EA	231	$35.00	$8,085.00
4" Blue Painted Angled Handicap Stall w/ Gore & Symbol	EA	8	$135.00	$1,080.00
4" White Solid Paint Striping (Gore Areas)	LF	2300	$1.00	$2,300.00
6" Yellow Solid Paint Striping (Centerline)	LF	4680	$1.50	$7,020.00
12" White Solid Thermoplastic Striping (Crosswalk)	LF	1186	$25.00	$29,650.00
24" White Solid Thermoplastic Striping (Stop Bar)	LF	259	$25.00	$6,475.00
Thermoplastic Railroad Message	EA	2	$1,000.00	$2,000.00
			TOTAL:	**$56,610.00**

If you have any questions concerning this quotation, contact Alex Ross at (251)223-2974 or by email at
ARoss@ECStriping.com

THANK YOU FOR YOUR BUSINESS!

CITY OF CRESTVIEW Item # 6.8.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/7/2022
SUBJECT:	Task Order 2022-07, Foxwood Estates Low-Pressure Sewer System Design

BACKGROUND:

The City of Crestview (City) annexed the Foxwood Estates Subdivision and golf course into the city limits in recent years. This subdivision community is currently serviced with septic tanks for sewer treatment and field line disposal. These systems have begun to fail, and will either need to be replaced or converted to a municipal sewer system. The city has made the commitment to make available a low-pressure sewer system for that community.

DISCUSSION:

The City of Crestview plans to convert the subdivision from septic tanks to public sewer with the installation of a low-pressure sewer system in the Foxwood Subdivision. Task Order 2022-07 authorizes Jacobs Engineering Group Inc. (Jacobs) to provide professional engineering services to design the low-pressure sewer system mains and force main to connect to the 4-inch low-pressure sewer main currently under construction on Antioch Road. The tasks for this project include preliminary design, survey of area, 90% plans required for DEP permitting (included), and 100% final plans for construction. Additionally, this Task Order covers consulting services during the anticipated construction phase of this project.

GOALS & OBJECTIVES

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The total cost for Task Order 2022-07 is $124,100 and will be funded through the 2021 Water & Sewer Revenue Bonds.

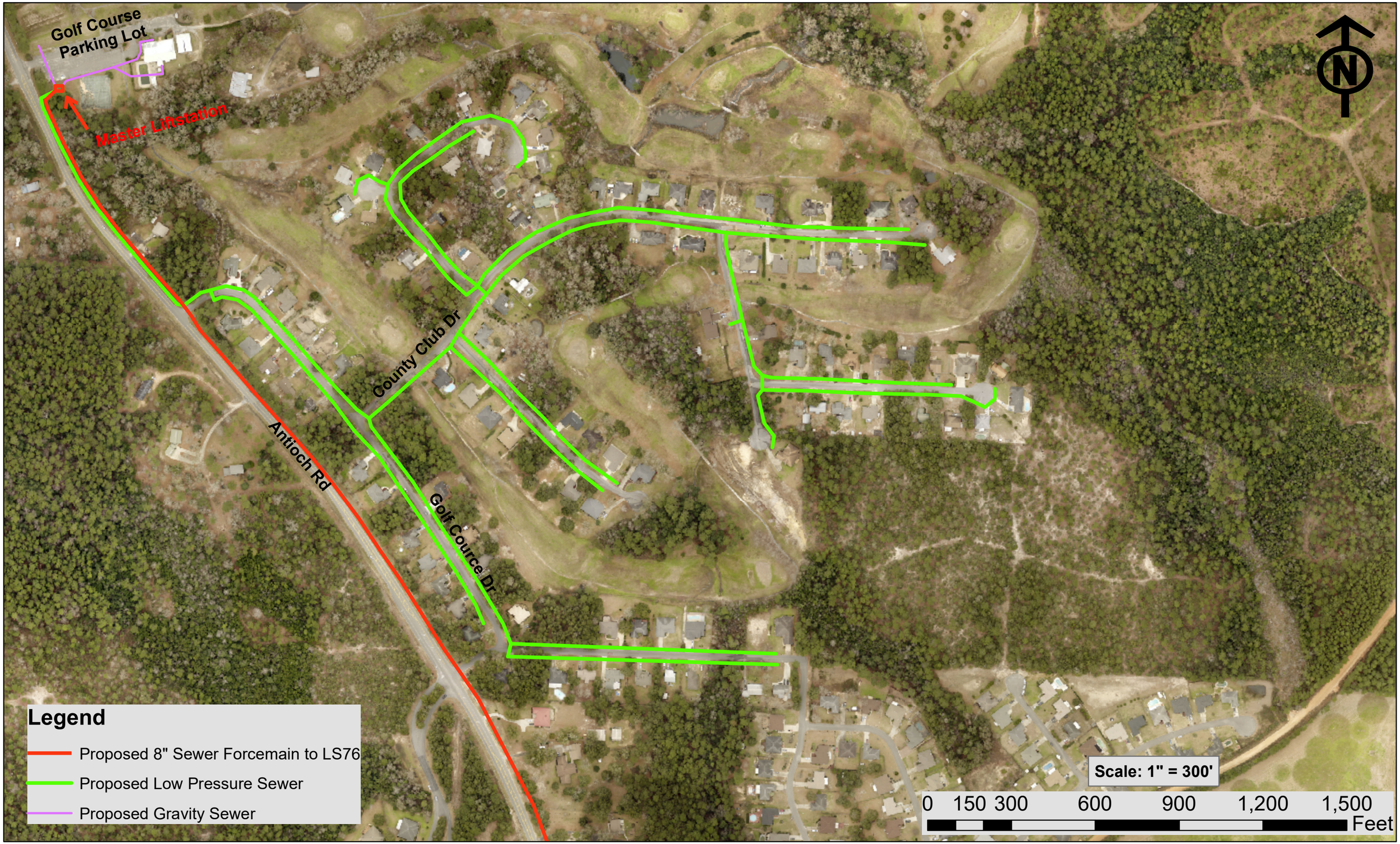
RECOMMENDED ACTION

Staff respectfully requests approval of Task Order 2022-07 for Jacobs Engineering to move forward with the Foxwood Estates Subdivision low-pressure sewer system design.

Attachments

1. Foxwood Estates Proposed Sewer_8.24.21
2. TO2022-07_FoxwoodEstates-LowPressureSewer

Foxwood Estates Proposed Sewer Forcemain



TASK ORDER 2022 – 07

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

Professional Engineering and Consulting Services for the Foxwood Estates Low-Pressure Sewer System Design

Article A. Purpose

The City of Crestview (City) annexed the Foxwood Estates Subdivision and golf course into the city limits in recent years. This subdivision community is currently serviced with septic tanks for sewer treatment and field line disposal. The City plans to convert the subdivision from septic tanks to public sewer with the installation of a low-pressure sewer system in the Foxwood Subdivision. The City has requested Jacobs Engineering Group Inc. (Jacobs) provide professional engineering services to design the low-pressure sewer system mains and force main to connect to the 4-inch low-pressure main currently in construction on Antioch Road. The following sections outline the tasks for this project.

Article B. Scope of Services:

The scope of services provided with this task order is detailed below.

Task 1 – Design and Permitting

1.1 Site Survey - ROW

Jacobs will subcontract with a professional surveyor to conduct a topographic and utility survey of the subdivision. The survey will be limited to the streets and areas within the right-of-way. The survey file will be used as the basis for preparing the design documents.

1.2 Site Survey – Septic Tanks

The professional surveyor will field locate the existing septic tanks at each residence. The tank locations will be documented in the complete site survey and will be available for utilization in the future for completing the low-pressure infrastructure at each residence beyond the right-of-way.

1.3 Final Design Drawings (90% Design)

Jacobs will prepare 90% Design Drawings for the low-pressure sewer system for submission to the City for review. The drawings will detail the locations for low-pressure mains installed on both sides of the subdivision streets and 4-inch force main along Antioch Road. The scope of work for this task order is limited to work within the right-of-way. The design will include lateral service connections to each property parcel capped at the right-of-way line.

It is assumed the low-pressure sewer system will be incorporated into the Blackwater Lift Station and Force Main construction contract. Therefore, Jacobs will not be responsible for preparing front-

end or technical specifications nor preparing a bid package. Jacobs will coordinate with the construction Contractor to discuss construction methods that may be beneficial in preparing the design documents.

A review meeting will be conducted to review the final design drawings and solicit/receive comments. Jacobs project manager and project engineer will attend the meeting. Agreed upon comments will be incorporated into the 100% design drawings.

1.4 Permitting

Jacobs will prepare the application for wastewater permits to authorize the construction and operation of the new low-pressure sewer force mains. Jacobs submit FDEP form 62-604.300(3)(a), Notification/Application for Constructing a Domestic Wastewater Collection/Transmissions System application.

Jacobs will provide written responses for one (1) request for additional information submitted by FDEP to the City.

Jacobs will prepare and submit up to two (2) Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System applications to FDEP.

1.5 Construction Drawings (100% Design)

The purpose of this task is to finalize the contract drawings. Jacobs will incorporate the agreed upon comments into the 100% design drawings and will prepare a change order form to incorporate the documents into the Blackwater contract.

Deliverables

Under this subtask, Jacobs will deliver to City the following items:

- 90% Design Drawings
- FDEP 62-604.300(3)(a) Permit Application
- Notification of Completion of Construction for a Domestic Wastewater System
- 100% Design Drawings
- Change Order Documents

Meetings

- 90% Design Review Meeting

Task 1 Assumptions

- The design documents will only include the low-pressure mains within the right-of-way. Work associated with septic tank abandonment, grinder pump stations, and service laterals outside the right-of-way are outside this scope of work.
- Design of the low-pressure sewer will be based on the attached schematic provided by the City.
- Jacobs will identify the location for placement of lateral service connections but cannot guarantee their alignment with the grinder pump stations since the work outside the right-of-way is outside this scope of work.

- The design drawings will include plan view drawings for the sewer mains. No profile view drawings of the sewer mains will be prepared.
- Front-end documents and general project related Division 01 specifications will not be included within this Task Order. It is assumed this work will be added to the Blackwater Lift Station and Force Main contract documents.
- Technical specifications will also not be prepared as they are generally included with the Blackwater Lift Station and Force Main contract documents. Product specific data not previously included in the Blackwater contract documents will be added to the design drawings with notes and or written in the change order documents.
- The City will pay FDEP permit application fees.
- It is anticipated to take approximately 4 weeks for FDEP permit review and execution.
- No additional permit applications are assumed to be required nor are assumed to be within Jacobs current scope.
- Task 1.2 assumes up to 150 septic tank locations will be surveyed within the subdivision.
- It is assumed the City will coordinate with Florida Power and Light and pay for a new power pole, meter, and service installation.
- It is assumed that only one combined set of design drawings will be prepared and a separate equipment procurement package will not be prepared in this scope.
- Geotechnical testing is not included in this task order.

Task 2 – Services During Construction

Jacobs will provide limited engineering services during construction for the construction of the Blackwater Lift Station and Force Main project and this addition of the low-pressure sewer system in the Foxwood Estates Subdivision. Items under this task generally include:

- Submittal Review
- Response to requests for information
- Preparation of change orders
- Contract closeout documentation
- (8) “As-needed” site visits
- (8) Monthly site visits

Final Inspection

Jacobs will review the work at the substantial completion and final stages. Jacobs will prepare one (1) punch list of items requiring completion or correction. Jacobs will make recommendations to City regarding acceptance of the work based on the results of the final inspection.

Task 2 Assumptions

- Site visits are anticipated to be such that it can maximize the purpose of the visit at key milestones during construction on an “as-needed” basis. Each site visit will require approximately 4 hours, including travel, field observation and report development.
- It is assumed that monthly progress meetings will not be conducted and are not included in this task order.

Article C. Project Schedule

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

TABLE 1 – PRELIMINARY SCHEDULE
Foxwood Estates Low-Pressure Sewer System Design

Task	Projected Completion Date
Task 1 – Design and Permitting	
1.1 – Survey	Within 8 weeks of NTP
1.2 – Survey (Septic Tanks)	Within 8 weeks of NTP
1.3 – 90% Documents	Within 8 weeks of completion of Task 1.1
1.4 – Permitting	Within 2 weeks of completion of Task 1.3
1.5 – 100% Documents	Within 3 weeks of receiving the approved FDEP Permit
Task 2 – Services During Construction	Within 8 months of completion of Task 1

Article D. Compensation

As compensation for providing the services described in Article B. Scope of Services of this task order, the City shall pay Jacobs in accordance with Section 5 of the Agreement, on a time and material basis with a not-to-exceed amount of $124,100. This amount includes work performed by drilling and surveying subcontractors. The estimated breakdown of fees is shown in Table 2 below.

TABLE 2 – ESTIMATED FEE SUMMARY
Foxwood Estates Low-Pressure Sewer System Design

Task	Estimated Fee Amount
Task 1 – Design and Permitting	
1.1 – Survey	$30,000
1.2 – Survey (Septic Tanks)	$23,000
1.3 – 90% Documents	$36,200
1.4 – Permitting	$3,500
1.5 – 100% Documents	$11,400
Task 2 – Services During Construction	$20,000
Total	$124,100

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2022-07. Communications between the parties and between Jacobs's subcontractors shall be through the Authorized Representatives:

For the City of Crestview, Florida	**For Jacobs Engineering Group Inc.**
Name: Mike Criddle	**Name** Scott Jernigan
Address: 198 North Wilson Street Crestview, Florida 32536	**Address**: 25 W. Cedar Street, Suite 350 Pensacola, Florida 32502
Telephone: (850) 682-6134	**Telephone:** (850) 941-7282

Article F. Authorization:

Task Order 2022-07 is effective as of _____, 2022	
Accepted for CITY by:	**Accepted for Jacobs Engineering Group Inc. by:**
Name: J.B. Whitten	**Name:** Nick Freeman, PE.
Title: Mayor	**Title:** Manager of Projects

CITY OF CRESTVIEW Item # 6.9.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/7/2022
SUBJECT:	Approval of Florida Power & Light Agreement

BACKGROUND:

This agreement with Florida Power & Light is for 10 poles, with 11 street lights totaling $150.90 monthly. These lights begin at the PJ Adams/SR 85 intersection and go north at each intersection to Mirage Ave/SR 85 (Walmart / Chick-fil-A).

DISCUSSION:

The additional high mast LED street lights added by FP&L are part of the FDOT improvement plans for the SR85 corridor. The additional lights are located at the intersection as an additional safety enhancement for this roadway. The project drawings are attached for reference.

GOALS & OBJECTIVES

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

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The cost for the additional lighting is $150.90 monthly to be disbursed from the street department's utility account. This includes future maintenance as needed.

RECOMMENDED ACTION

Staff respectfully requests approval of the Form 23 contract from Florida Power & Light, formerly Gulf Power Company for new intersection lighting on SR85.

Attachments

1. 441548-1 Form 23 City of Crestview
2. 44154825201-PLANS-05-LIGHTING
3. Agreement for FDOT441548-2-58-01

GULF POWER COMPANY
ASSIGNMENT OF LIGHTING SERVICE CONTRACT
RATE SCHEDULE OS (PART I/II)
Form 23

Contract No. 21-4725

This agreement made this 13 day of May, 2021 by and between **The Florida Department of Transportation**, the

check one

[X] Applicant named in the CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE (Gulf Power Form 5) dated 5/13/2021, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

[ ] Applicant named in the RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING (Gulf Power Form 19) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

[ ] Applicant named in the CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS (Gulf Power Form 24) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

(said party hereinafter called "the Assigning Party"), and City of Crestview, the assignee (said party hereinafter called "the Customer"), is for the purpose of transferring and assigning all future rights and obligations the Assigning Party has with regard to the lighting service provided by Gulf Power Company ("Gulf Power" or "the Company") pursuant to the Contract at the location(s) specified therein. Subject to the consent and acceptance of this agreement by Gulf Power, effective on the date of this agreement the assignee agrees to assume all obligations of the Contract. This assignment does not release the Assigning Party from any liabilities and obligations incurred prior to the effective date of this agreement.

DocuSigned by:
Tim Smith
00EA910BEA3D404...
Assigning Party 5/19/2021 | 4:54 PM EDT

Assignee/Customer

DocuSigned by:
Shad Nelson
481EE5074C804F5... 5/18/2021 | 3:35 PM EDT

CONSENT TO ASSIGNMENT

Gulf Power Company hereby grants in writing its consent to the assignment of the attached Contract from the Assigning Party to the Assignee/Customer each named above. Nothing contained herein, however, shall serve to discharge the Assigning Party or its sureties, from any liability previously accrued under the Contract.

GULF POWER COMPANY

By _____ Date 5-14-21
Authorized Company Representative
Brian White

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 441548-2-58-01

OKALOOSA COUNTY (57050)

STATE ROAD NO. 85 (SOUTH FERDON BLVD.)

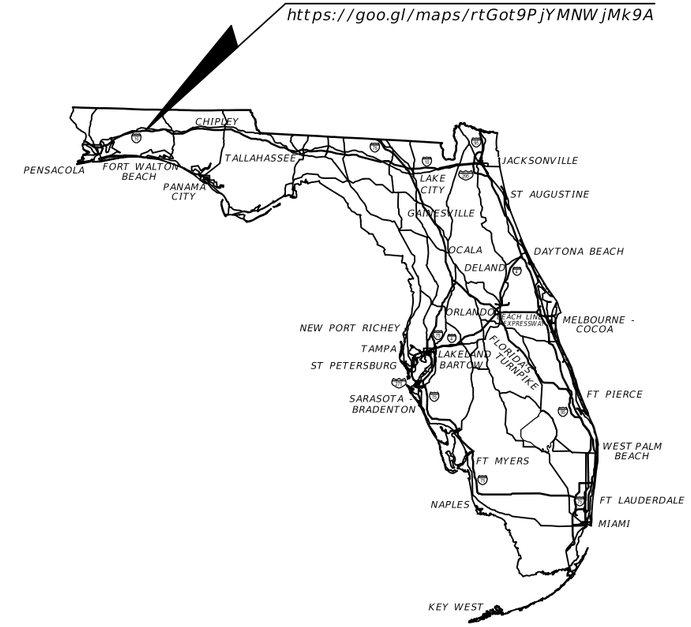
SR 85 (SOUTH FERDON BLVD.) FROM

NORTH OF SR 123 (ROGER J. CLARY HWY.) TO HOSPITAL DRIVE

LIGHTING PLANS

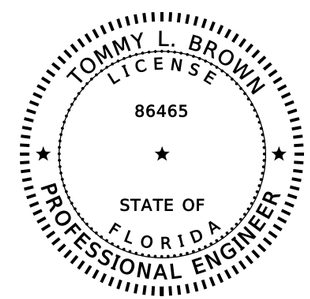
LOCATION OF PROJECT

https://goo.gl/maps/rtGot9PjYMNWjMk9A



INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	GENERAL NOTES
L-3	LIGHTING DATA TABLE AND LEGEND
L-4 - L-7	LIGHTING PLANS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LIGHTING PLANS ENGINEER OF RECORD:

TOMMY L. BROWN, P.E. NO.: 86465
WGI, INC
2316 KILLEARN CENTER BOULEVARD
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309
(850) 210-0101
CONTRACT NO.: CA316
VENDOR NO.: 65-0271367

FDOT PROJECT MANAGER:

JORDAN BURNETT, P.E.
(ALDAY-HOWELL ENGINEERING, INC.)
(850) 526-2040

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T3752	21	L-1

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

GENERAL NOTES

1. SEE PROJECT FPID: 441548-1-52-01 ROADWAY PLANS FOR PROJECT CONTROL FOR ℄ CONST. SR 85.

2. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

3. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

   PAUL A. SNELGROVE, P.S.M.
   P.S.M. NO.: LS4952
   SNELGROVE SURVEYING & MAPPING, INC.
   P.O. BOX 836, MARIANNA, FL 32447

4. ALL ELECTRICAL WORK SHALL MEET ALL REQUIREMENTS OF THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE AND THE STATE OF FLORIDA DOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ALL COMPONENTS SHALL BE PROPERLY GROUNDED AND BONDED PER N.E.C. REQUIREMENTS.

5. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATION/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

6. FLORIDA STATUE 556 REQUIRES THAT NOTICE BE GIVEN TO THE UTILITY OWNER A MINIMUM OF TWO (2) DAYS AND A MAXIMUM OF FIVE (5) DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS BEFORE EXCAVATING. NOT ALL UTILITY COMPANIES ARE MEMBERS OF "SUNSHINE" 1-800-432-4770. SEE UTILITY OWNERS' PHONE NUMBERS BELOW.

7. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBER
AT&T (SDT)	STEVE HAMMER	(813) 888-8300
CENTURYLINK	MICHAEL BELL	(850) 300-7026
CENTURYLINK / LEVEL 3 (FORMERLY LEVEL 3 COMMUNICATIONS)	WALLY SCRUGGS	(850) 374-2237
CHELCO	DERRICK MARSHALL	(850) 307-1199
COX SOUTHEAST	TIMOTHY HUTZENBUEHLER	(850) 314-8143
CRESTVIEW, CITY OF	WAYNE STEELE	(850) 682-6132
FDOT ITS	GREG REYNOLDS	(850) 330-1782
GULF POWER COMPANY (DISTRIBUTION)	CHAD SWAILS	(850) 429-2446
OKALOOSA COUNTY INFORMATION TECHNOLOGY	JASON SNYDER	(850) 651-7570
OKALOOSA COUNTY SIGNAL SYSTEM	RANDY SHOWERS	(850) 609-6181
OKALOOSA COUNTY WATER & SEWER	JON KANAK	(850) 609-5098
OKALOOSA GAS DISTRICT	SHAWN CROFT	(850) 729-4865
UNITI FIBER (FORMERLY SOUTHERN LIGHT)	JASON WEILER	(251) 269-5129
VERIZON BUSINESS (MCI)	CHUCK BRUNICK	(407) 257-6135

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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TOMMY L. BROWN, P.E.
P.E. LICENSE NUMBER 86465
WGI, INC
2316 KILLEARN CENTER BOULEVARD
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 85	OKALOOSA	441548-2-58-01

GENERAL NOTES

SHEET NO.
L-2

POLE DATA

POLE NO.	STATION	OFFSET	DIST. OF ARM	LUMINAIRE WATTAGE	MOUNTING HEIGHT	ORIENTATION	POLE SETBACK
01	652+85.36 ℄ CONST. SR 85	90.00' LT	(2) 10'	(2) 268	(2) 30'	220° & 340°	Exist. (6.53')
02	652+93.74 ℄ CONST. SR 85	66.18' RT	10'	268	30'	220°	Exist. (18.06')
03	702+45.75 ℄ CONST. SR 85	128.45' LT	10'	268	30'	260°	15.50'
04	706+54.50 ℄ CONST. SR 85	84.36' LT	10'	268	30'	20°	10.00'
05	708+38.16 ℄ CONST. SR 85	114.69' LT	10'	268	30'	330°	Exist. (49.31')
06	716+69.99 ℄ CONST. SR 85	49.90' LT	10'	268	30'	350°	Exist. (11.25')
07	716+84.58 ℄ CONST. SR 85	130.57' LT	10'	268	30'	20°	Exist. (4.92')
08	716+90.77 ℄ CONST. SR 85	69.88' RT	10'	268	30'	125°	Exist. (16.14')
09	717+89.31 ℄ CONST. SR 85	63.54' LT	10'	268	30'	20°	Exist. (14.62')
10	718+09.54 ℄ CONST. SR 85	61.79' RT	10'	268	30'	230°	Exist. (24.80')

LIGHTING NOTES:

1. POLE 01, POLE 06, POLE 08, & POLE 09 EACH CONTAIN AN EXISTING LUMINAIRE AND BRACKET ARM THAT WILL NEED TO BE REPLACED.

2. POLE 03 & POLE 04 ARE NEW PROPOSED UTILITY POLES TO HOLD THE NEW PROPOSED LUMINAIRE AND BRACKET ARM.

3. LUMINAIRE ORIENTATION IS BASED ON EAST=0° NORTH=90° WEST=180° & SOUTH= 270°.

CONVENTIONAL PEDESTRIAN LIGHTING DESIGN CRITERIA

SIGNALIZED INTERESCTION LIGHTING (LIGHTING RETROFIT)

AVERAGE INITIAL INTENSITY 1.5 STD. VERTICAL FOOT CANDLES
1.0 MIN. VERTICAL FOOT CANDLES

UNIFORMITY RATIOS
AVG./MIN. 4:1 OR LESS
MAX./MIN. 10:1 OR LESS

DESIGN WIND SPEED: 140 M.P.H.

MIDBLOCK CROSSWALK LIGHTING (MEDIUM & HIGH AMBIENT LUMINANCE)

AVERAGE INITIAL INTENSITY 3.0 VERTICAL FOOT CANDLES

LIGHTING LEGEND

SYMBOLS	DESCRIPTION
	SINGLE ARM LUMINAIRE DESIGN BASIS: AMERICAN ELECTRIC LIGHTING - ATB2_80BLEDE10_XXXX_R4

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

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

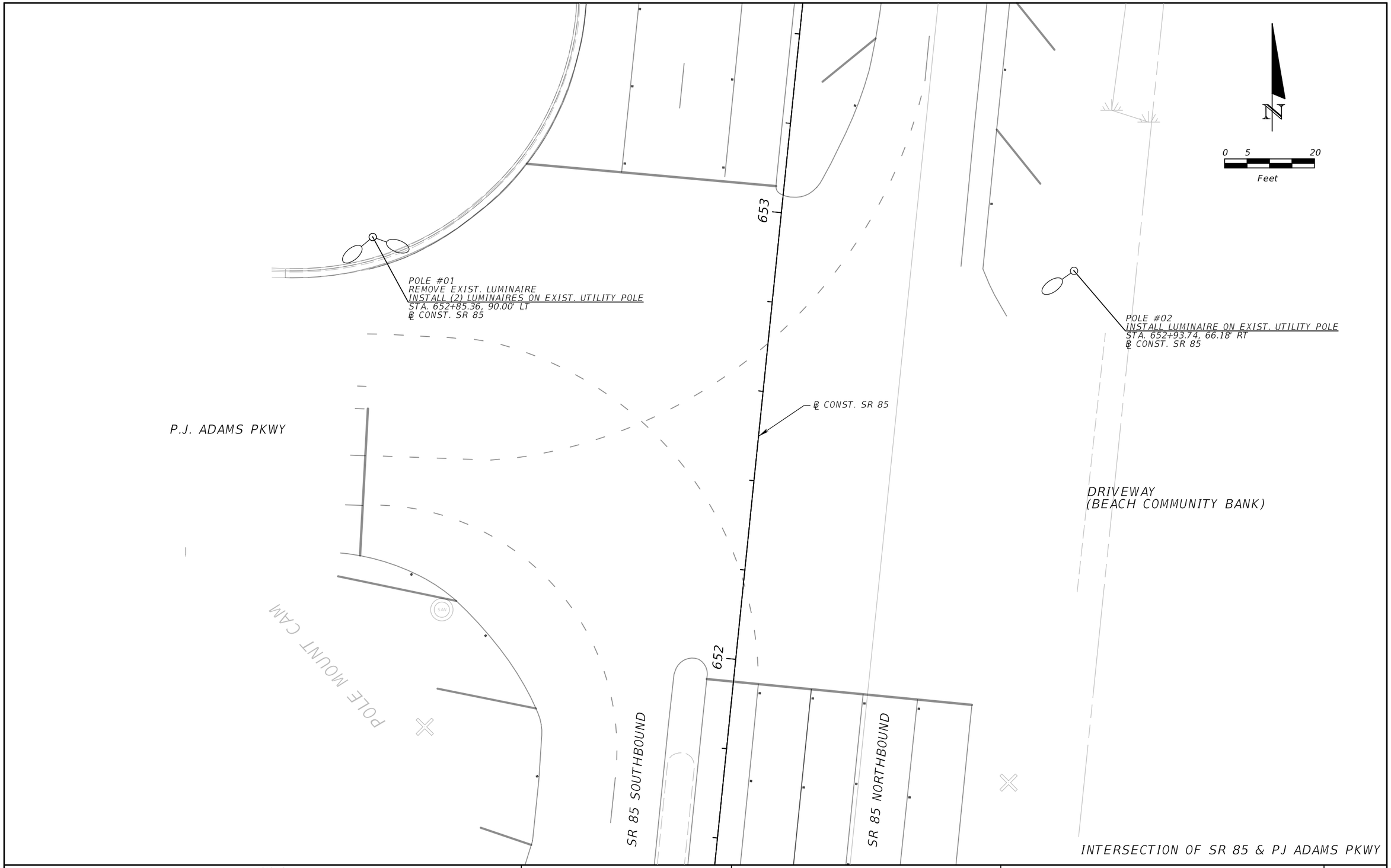
TOMMY L. BROWN, P.E.
P.E. LICENSE NUMBER 86465
WGI, INC
2316 KILLEARN CENTER BOULEVARD
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 85	OKALOOSA	441548-2-58-01

LIGHTING DATA TABLE AND LEGEND

SHEET NO. L-3



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TOMMY L. BROWN, P.E.
P.E. LICENSE NUMBER 86465
WGI, INC
2316 KILLEARN CENTER BOULEVARD
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 85	OKALOOSA	441548-2-58-01

LIGHTING PLANS

SHEET NO.
L-4

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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TOMMY L. BROWN, P.E.
P.E. LICENSE NUMBER 86465
WGI, INC
2316 KILLEARN CENTER BOULEVARD
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 85	OKALOOSA	441548-2-58-01

LIGHTING PLANS

SHEET NO.
L-5

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

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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

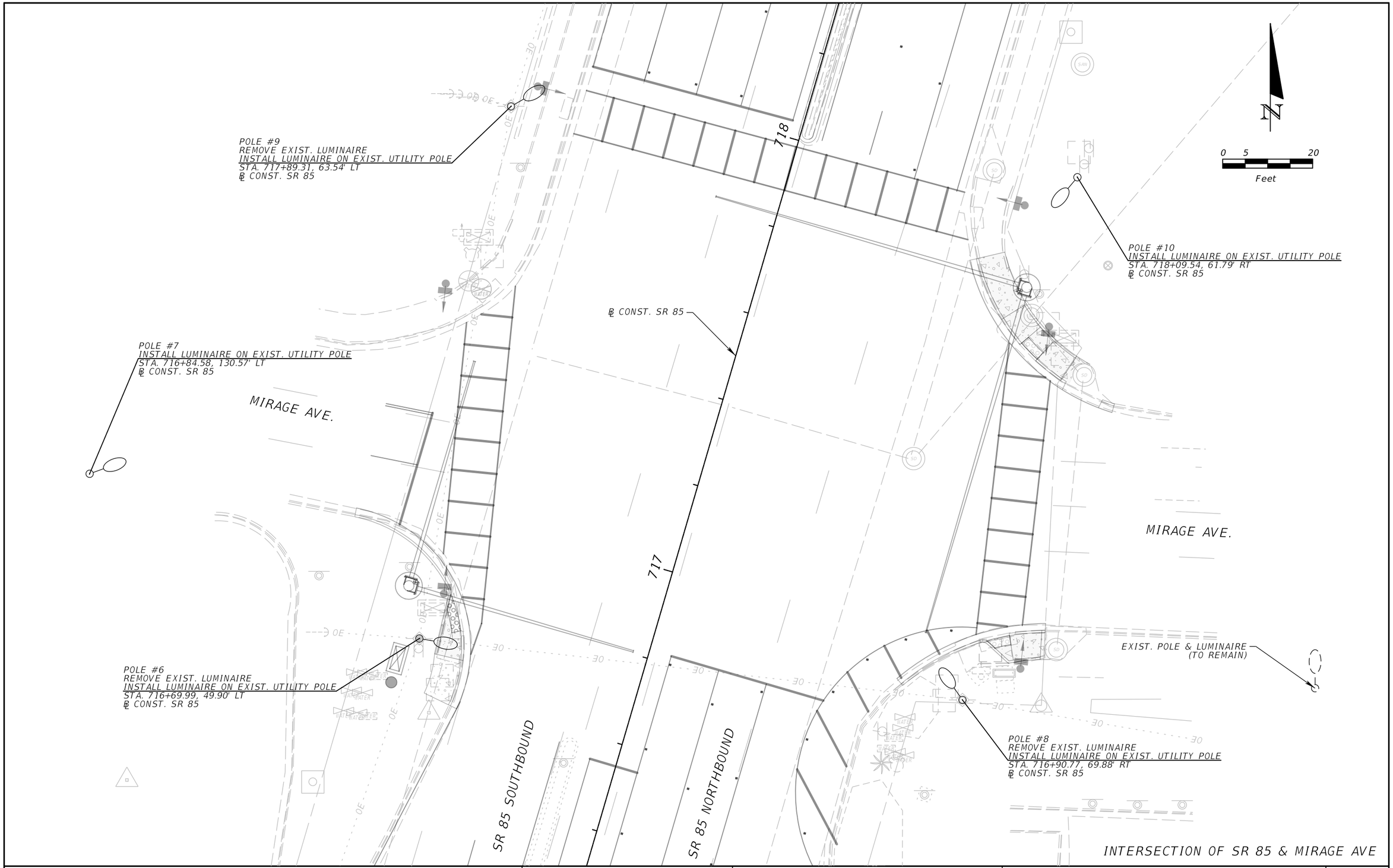
TOMMY L. BROWN, P.E.
P.E. LICENSE NUMBER 86465
WGI, INC
2316 KILLEARN CENTER BOULEVARD
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 85	OKALOOSA	441548-2-58-01

LIGHTING PLANS

SHEET NO.
L-6



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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

TOMMY L. BROWN, P.E.
P.E. LICENSE NUMBER 86465
WGI, INC
2316 KILLEARN CENTER BOULEVARD
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 85	OKALOOSA	441548-2-58-01

LIGHTING PLANS

SHEET NO.
L-7

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 21-4725

Customer Name Florida Department of Transportation Date 5/13/2021

DBA _____ Telephone No _____ Tax I. D.(if applicable) _____

Street Address (Subdivision, etc.) of Light(s): See Exhibit "A", "B", and "C" to Roadway Illumination Services Agreement

Billing Address P. O. Box 607, Chipley, FL 32428

Driving Directions Omitted.

Location of Light(s) See Exhibit "A", "B", and "C" to Roadway Illumination Services Agreement

Meter No. _____ Account No. Assignment to City of Crestview WR# 9982959

The Applicant/Customer requests Gulf Power Company to furnish the facilities described ~~on Sheet No. 7.16.1~~ in Exhibit "A", "B", and "C" to Roadway Illumination Services Agreement (the "Agreement"), dated _____, and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY		CUSTOMER	
Application Taken By	Jeff Cagle	Customer	Dept. of Transportation, Tim Smith, P.E.
Approved by	BRIAN WHITE Authorized Company Representative	Title	Director of Transportation Development
Signature		Signature	DocuSigned by: Tim Smith 00EA910BEA3D404...
Date	5-14-21	Date	5/19/2021 | 4:54 PM EDT

DocuSigned by: 481EE5074C804F5...

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

5/18/2021 | 3:35 PM EDT

Form 5 (Continued) Contract No. 21-4725

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of Lights	Price Per Light	Total Amount/Mo.
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Type Miscellaneous Facility	No.	Price Per Item	Total Amount/Mo.
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Total Base Monthly Charge****	$ -

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENTS OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 21-4725

TOTAL INSTALLED COST OF FIXTURE(S)	$14,746

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT

Rate Schedule OS (Part I/II) - Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Amount/Mo. (c) = (a) x (b)
ATB2 270 TYPE IV LED	274	10	$15.09	$ 150.90
				$ -
				$ -
				$ -
				$ -
Total Base Monthly Charge****				$ 150.90

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Chages. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacment of the fixture(s) and continuing to pay on a monlthly basis, the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By: Jeff Cagle 5/13/21

Approved by: Authorized Company Representative
Brian White 5-14-21

CUSTOMER

Customer: DocuSigned by: Tim Smith
00EA910BEA3D404...
Dept. of Transportation, Tim Smith, P.E.

Title: Director of Transportation Development

Date: 5/19/2021 | 4:54 PM EDT

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite DocuSigned by: 481EE5074C804F5...

EFFECTIVE: April 11, 2012

5/18/2021 | 3:35 PM EDT

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENTS OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (PART I/II)

Form 21

Contract No. 21-4725

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES	$22,754

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
35'/3 WOOD	2	#4DUPLEX	915'	EYEBOLT	11

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Chages. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacment of the fixture(s) and continuing to pay on a monlthly basis, the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By: Jeff Cagle 5/13/21

Approved by: Authorized Company Representative
Brian White 5-14-21

CUSTOMER

Customer: DocuSigned by: Tim Smith 00EA910BEA3D404...
Dept. of Transportation, Tim Smith, P.E.

Title: Director of Transportation Development

Date: 5/19/2021 | 4:54 PM EDT

ISSUED BY: Susan Story DocuSigned by: 481EE5074C804F5...

EFFECTIVE: January 31, 2006

5/18/2021 | 3:35 PM EDT

CITY OF CRESTVIEW

Item # 6.10.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/8/2022
SUBJECT:	Florida Opioid Litigation Settlement Participation

BACKGROUND:

Opioid addiction is a national epidemic. Several years ago, many states and local government entities began pursuing manufacturers of opioid products to attempt to recover costs expended responding to opioid abuse. Last December, the City adopted Resolution 2022-4, formally expressing the City's support of the proposed opioid settlement and distribution plan. Since then, following an action filed by the State of Florida In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio), the State of Florida has entered into settlement agreements in the Opioid Litigation, creating a Regional Fund and City/County Fund. The Florida Memorandum of Understanding (the "Florida Plan") was developed, and sets forth a framework of a unified plan for the proposed allocation and use of the opioid settlement proceeds.

DISCUSSION:

Through the Florida Plan, and the various funds that have been created, the City of Crestview has the opportunity to participate in the settlements that have occurred, via execution of the attached forms. Through this participation, payments are to be distributed directly to the City of Crestview, separate from those that Okaloosa County or other municipalities may receive.

As mentioned last December, there is a very restricted scope of use for monies received (i.e. for abatement and training related to opioid abuse), and there are also strict program and reporting requirements for using the monies received. If the City's participation is approved, staff will further research the feasibility of accepting the settlement money and developing our own program, versus contributing our portion of the money to Okaloosa County to support a county-wide plan that may better achieve the goals of the settlement and better benefit the citizens of the City and County. This item is an approval to execute the settlement documents required to receive any of the monies from the Opioid Litigation mentioned above.

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The execution of these settlement documents will result in funds available for use by the City to abate the opioid crises through our own program, or contribution to the Okaloosa County program.

RECOMMENDED ACTION

Staff respectfully requests approval of the settlement documents, and authorization for staff to execute such documents to the extent required for the City to participate.

Attachments

1. Allergan Subdivision Settlement Participation Form
2. CVS Subdivision Settlement Participation Form
3. Final_Distributor_Settlement_Agreement_3.25.22_Final
4. Florida Endo Release
5. Janssen-agreement-03302022-FINAL2
6. Teva Subdivision Settlement Participation Form (1)
7. Walgreens Subdivision Settlement Participation Form - blank
8. Municipal Assignment of Crestview City Funds from Opioid Litigation

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Allergan Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Allergan Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.

5. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Allergan Settlement.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Allergan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Allergan Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Allergan Settlement.

10. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to
§ 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

11. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the CVS Settlement.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated January 15, 2022 ("*Endo Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Endo Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Endo Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Endo Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.

5. The Governmental Entity agrees to use any monies it receives through the Endo Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Endo Settlement.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Endo Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement.

10. In connection with the releases provided for in the Endo Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Endo Settlement.

11. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Teva Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Teva Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.

5. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Teva Settlement.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Teva Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Teva Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Teva Settlement.

10. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

11. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 ("*Walgreens Settlement*"),[1] and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

---

[1] The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

Assignment of City/County Funds from the Opioid Litigation to the Okaloosa County Regional Fund

This Assignment is hereby entered into by and between the City of Crestview, an incorporated municipality located in Okaloosa County, Florida (the "Municipality") and Okaloosa County, Florida, a political subdivision of the State of Florida (the "County").

Whereas, the State of Florida filed an action in Pasco County, Florida, and a number of Florida Cities and Counties also filed actions *In re: National Prescription Opiate Litigation,* MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Polk County was a litigation participant in the Opioid Litigation; and

Whereas, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

Whereas, the State of Florida has entered into settlement agreements in the Opioid Litigation creating a Regional Fund and City/County Fund (Regional Fund and City/County Fund shall have the same meaning as provided in the Florida Plan); and

Whereas, the Municipality and the County, along with other municipalities within Okaloosa County, entered into an Interlocal on September 12, 2022, for distribution of the Regional Fund to be paid directly to the County to implement the Polk County Florida Opioid Abatement Plan; and

Whereas, separate payments are to be distributed directly to the Municipality and the County through the City/County Fund; and

Whereas, receiving a separate payment from the City/County Fund will require separate programs and reporting requirements by the Municipality which will be duplicative of the those provided through the implementation of the Okaloosa County Florida Opioid Abatement Plan; and

Whereas, the Municipality and the County agree that combining the funds received through the City/County Fund with the funds received from the Regional Fund to implement the

Okaloosa County Florida Opioid Abatement Plan provides the greatest benefit to the citizens of the Municipality and the County.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the parties hereby agree as follows:

SECTION 1: RECITALS

The above recitals are true and correct and by reference incorporated herein.

SECTION 2: ASSIGNMENT OF FUNDS

The Municipality hereby assigns the funds to be received through the City/County Fund from the Opioid Litigation to the County to be used to implement the Okaloosa County Florida Opioid Abatement Plan. The County agrees to accept the funds assigned by the Municipality and to use the funds to implement the Okaloosa County Florida Abatement Plan.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

ATTEST:

JD Peacock, II
CLERK TO THE BOARD

OKALOOSA COUNTY, FLORIDA

By:_____
Clerk/Deputy Clerk

By:_____
Mel Ponder, Chair

Date:_____

CRESTVIEW, FLORIDA

By:_____
J.B. Whitten, Mayor

Date:_____

ATTEST:

By:_____
Maryanne Schrader
City Clerk

CITY OF CRESTVIEW

Item # 8.1.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 2022
TYPE OF AGENDA ITEM: 1st reading after PDB

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE:	9/7/2022
SUBJECT:	Ordinance 1894 - Richburg Lane Comprehensive Plan Amendment

BACKGROUND:

On July 31, 2022, staff received an application to amend the comprehensive plan and zoning designations for property located on Richburg Lane.

The subject property is currently assigned a future land use and zoning designation of Commercial (C) and Commercial High-Intensity District (C-2), respectively.

The application requests the Mixed Use (MU) future land use designation for the property.

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

DISCUSSION:

The property description is as follows:

Property Owner:	Dewrell J Ladon & Carol A PO Box 1510 Ft Walton Beach, FL 325490000
Parcel ID:	portions of parcels 04-3N-23-0000-0029-0000 and 09-3N-23-0000-0011-0000
Site Size:	26.86 acres
Current FLU:	Commercial (C)
Current Zoning:	Commercial High-Intensity District (C-2)
Current Land Use:	Vacant

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Low Density Residential and Mixed Use	Okaloosa County Residential-1 and Mixed Use	Vacant and Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant, Residential and Commercial
West	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant and Commercial

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential or 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 August 12, 2022. The property was posted on August 23, 2022. An advertisement ran in the Crestview News Bulletin on August 25, 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 were $2,500.00. The cost of advertising was $240.50.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1894 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1894

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 COMMERCIAL (C) TO MIXED USE (MU) ON APPROXIMATELY 26.86 ACRES, MORE OR LESS, IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND IN SECTION 9, 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 Commercial (C) to Mixed Use (MU) on a parcel of land containing 26.86 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 26.86 acres of land, more or less, from Commercial (C) to Mixed Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 26.86 acres, more or less, are portions of parcels 04-3N-23-0000-0029-0000 and 09-3N-23-0000-0011-0000, and commonly described as:

A PARCEL OF LAND SITUATED IN SECTIONS 4 AND 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF THE DEWRELL PARCEL (OFFICIAL RECORDS BOOK 3423, PAGE 4052), AND LYING EAST OF FLORIDA STATE ROAD 85 NORTH, AND LYING NORTH OF RICHBURG LANE; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF AFORESAID SECTION 4, SAID POINT LYING

ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID RICHBURG LANE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 87°53'59" EAST, ALONG AFORESAID NORTH RIGHT-OF-WAY LINE (ALSO BEING THE SOUTH LINE OF SAID SECTION 4), A DISTANCE OF 7.37 FEET; THENCE DEPARTING AFORESAID SECTION LINE, CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) CALLS:

(1) N 26°48'55" E, A DISTANCE OF 5.32 FEET;

(2) S 64°07'06" E, A DISTANCE OF 306.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 324.99 FEET;

(3) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°49'43", AN ARC DISTANCE OF 203.22 FEET, (CHORD BEARING = S 82°08'27" E, CHORD = 199.93 FEET), TO THE POINT OF TANGENCY OF SAID CURVE;

(4) N 79°56’41" E, A DISTANCE OF 11.11 FEET;

(5) N 85°06'36" E, A DISTANCE OF 126.31 TO THE POINT OF BEGINNING

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE PROCEED N 01°51'21" E, A DISTANCE OF 988.10 FEET; THENCE PROCEED S 88°08'13" E, A DISTANCE OF 686.90 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 4; THENCE PROCEED S 01°51'21" W, ALONG SAID EAST LINE A DISTANCE OF 862.33 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF RICHBURG LANE; THENCE ALONG SAID NORTH RIGHT-OF-WAY PROCEED THE FOLLOWING THREE (3) CALLS:

(1) S 81°45'08" W, A DISTANCE OF 274.97 FEET;

(2) S 80°38'39" W, A DISTANCE OF 359.86 FEET;

(3) S 85°06'36" W, A DISTANCE OF 63.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 14.60 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND SITUATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF THE DEWRELL PARCEL (OFFICIAL RECORDS BOOK 3423, PAGE 4052), LYING EAST OF FLORIDA STATE ROAD 85 NORTH, LYING NORTH OF RICHBOURG LANE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE 4 INCH BY 4 INCH CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 16, BLOCK 12, OAKDALE MINIATURE-FARMS (PLAT BOOK 1, PAGE 129); THENCE S 01°51'21" W, ALONG THE EAST LINE OF THE AFORESAID QUARTER QUARTER, A DISTANCE OF 464.08 FEET; THENCE DEPARTING SAID EAST LINE PROCEED N 88°08'13" W, A DISTANCE OF 1187.08 FEET TO THE SOUTHEAST CORNER OF THE EGLIN FEDERAL CREDIT UNION PARCEL (OFFICIAL RECORDS BOOK 2518, PAGE 568); THENCE PROCEED ALONG THE EAST AND NORTH BOUNDARY OF SAID CREDIT UNION PARCEL THE FOLLOWING TWO (2) CALLS:

(1) N 13°50'45" E, A DISTANCE OF 300.00 FEET;

(2) N 88°06'20" W, A DISTANCE OF 34.30 FEET TO THE SOUTHEAST CORNER OF THE TEMPLE FITNESS OF NWF PARCEL (OFFICIAL RECORDS BOOK 2084, PAGE 2147); THENCE PROCEED N 13°48'31" E ALONG THE EAST BOUNDARY LINE OF SAID TEMPLE FITNESS PARCEL, A DISTANCE OF 174.96 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE AFORESAID QUARTER QUARTER; THENCE DEPARTING AFORESAID EAST BOUNDARY LINE PROCEED S 88°06'28" E ALONG SAID NORTH LINE, A DISTANCE OF 1122.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.26 ACRES, MORE OR LESS.

The Mixed Use (MU) Future Land Use Category is hereby imposed on portions of parcels 04-3N-23-0000-0029-0000 and 09-3N-23-0000-0011-0000. 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 portions of parcels 04-3N-23-0000-0029-0000 and 09-3N-23-0000-0011-0000 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 26th day of September, 2022.

ATTEST:

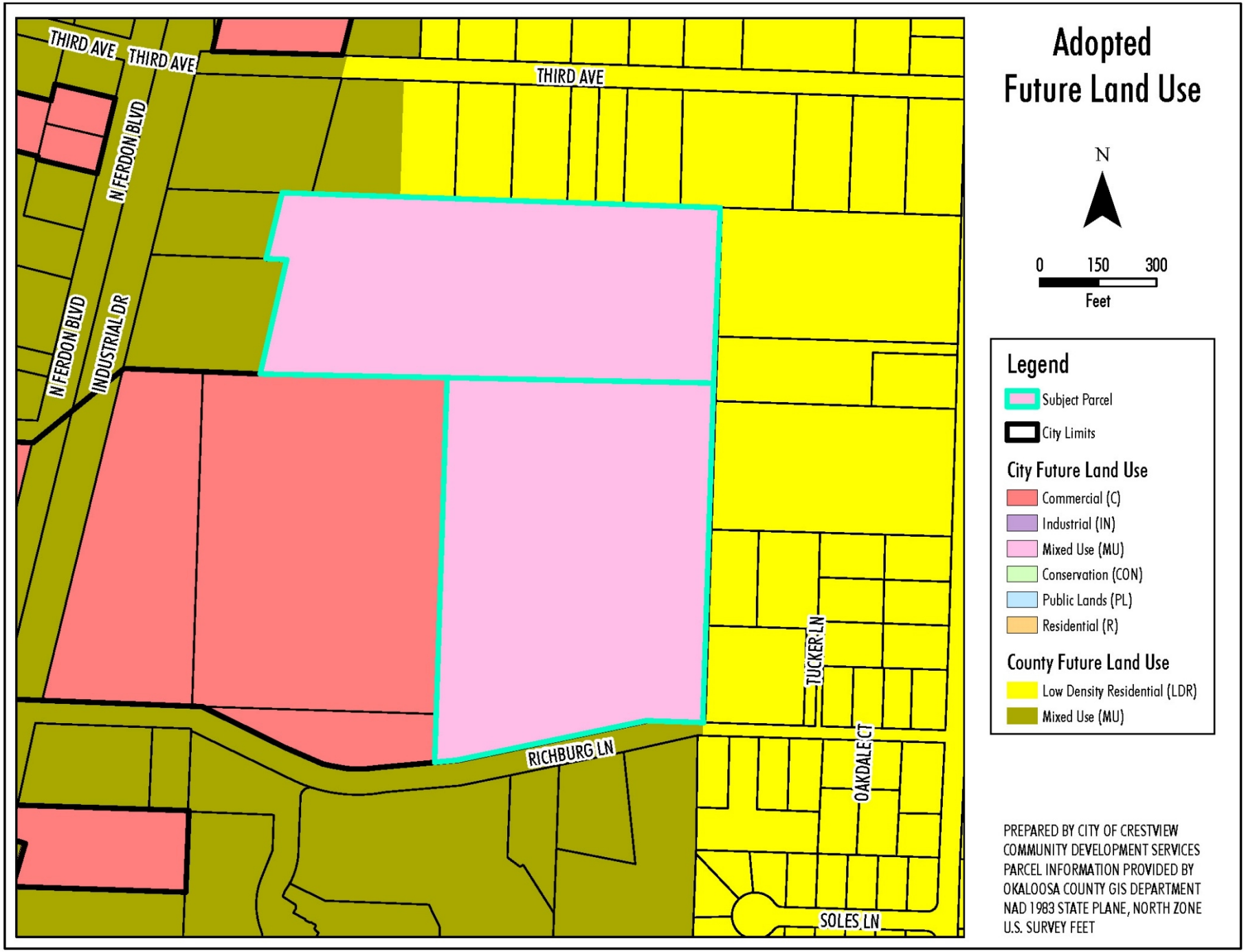
_____

Maryanne Schrader
City Clerk

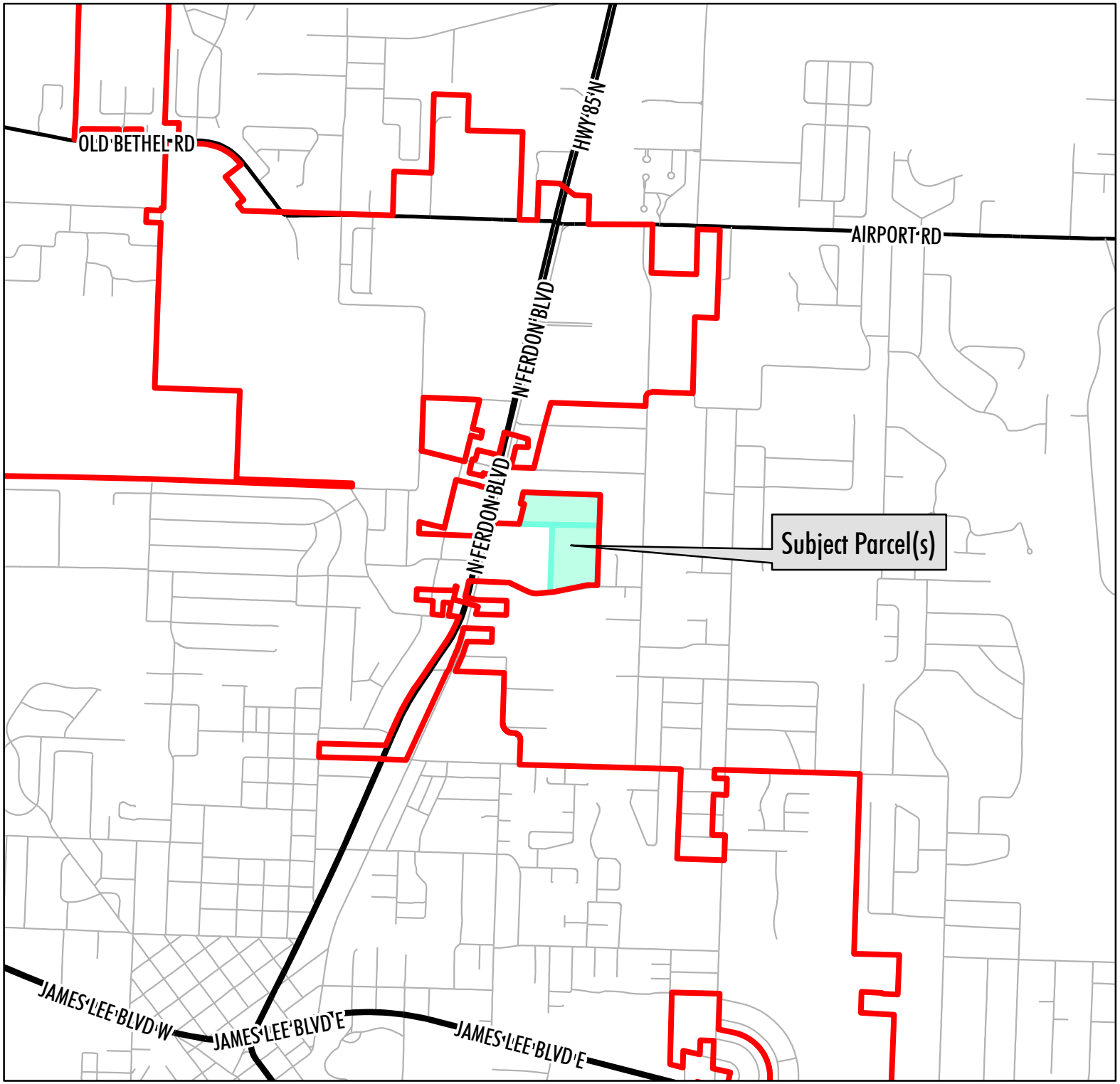
Approved by me this 26th day of September, 2022.

_____

J. B. Whitten
Mayor


Adopted
Future Land Use
N
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)
THIRD AVE
THIRD AVE
THIRD AVE
N FERDON BLVD
N FERDON BLVD
INDUSTRIAL DR
RICHBURG LN
TUCKER LN
OAKDALE CT
SOLES LN
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

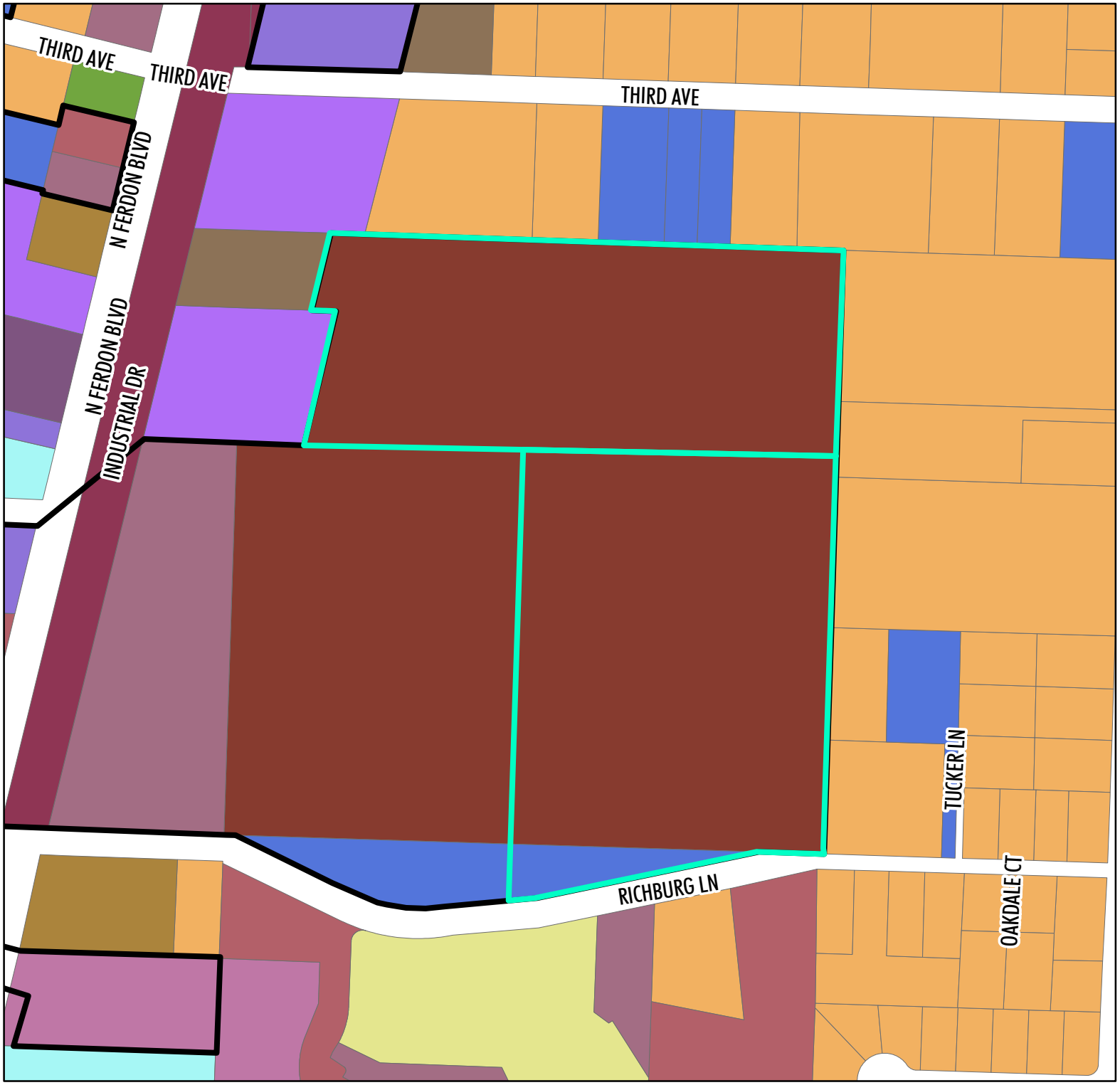
Vicinity Map



N

Not to Scale

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



Existing Use

N

0 150 300

Feet

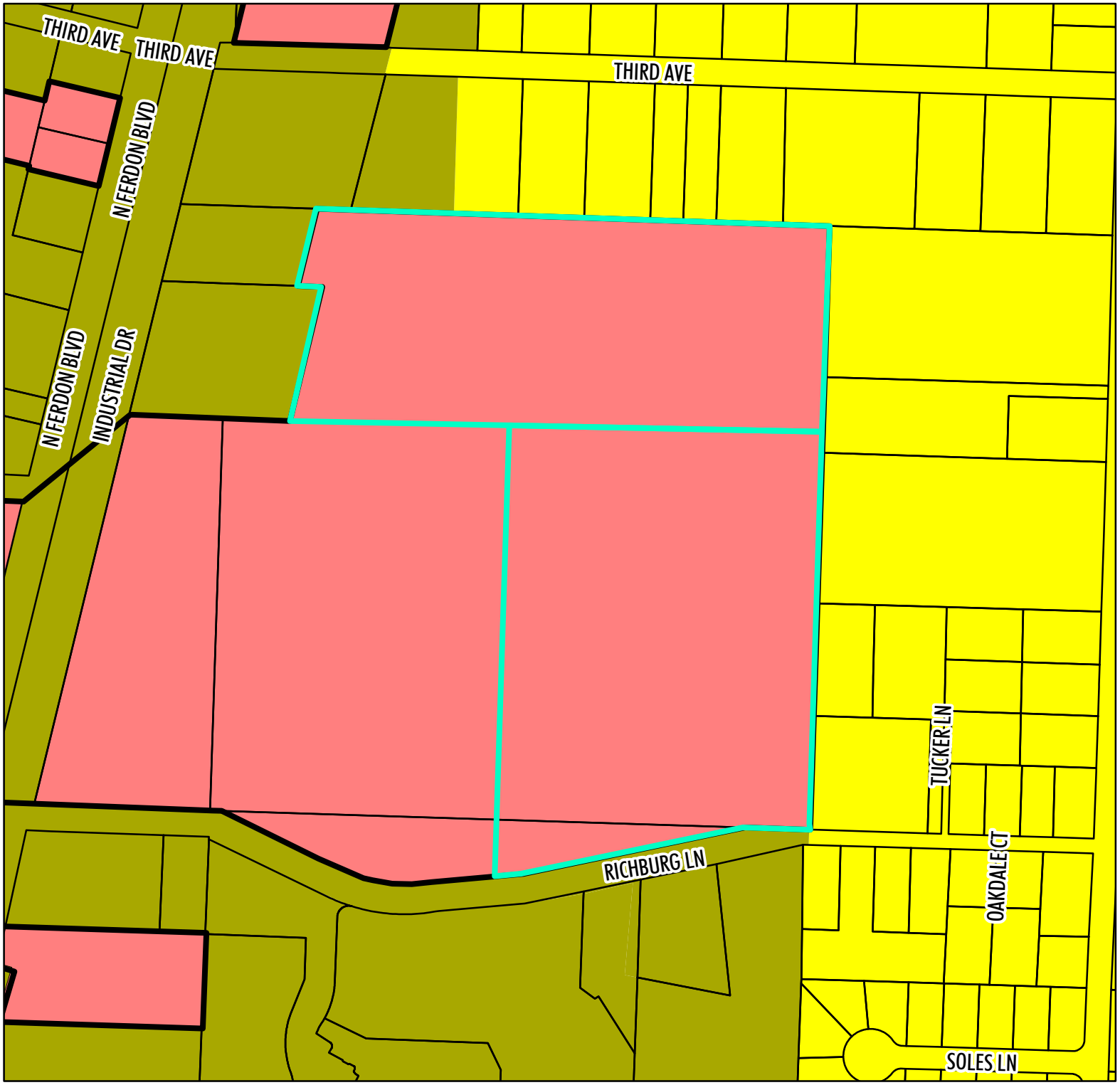
Legend

- Subject Parcel
- City Limits

Existing Use

- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Service Shop
- Single Family
- Stores
- Theater/Au
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

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



Current Future Land Use

N

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)

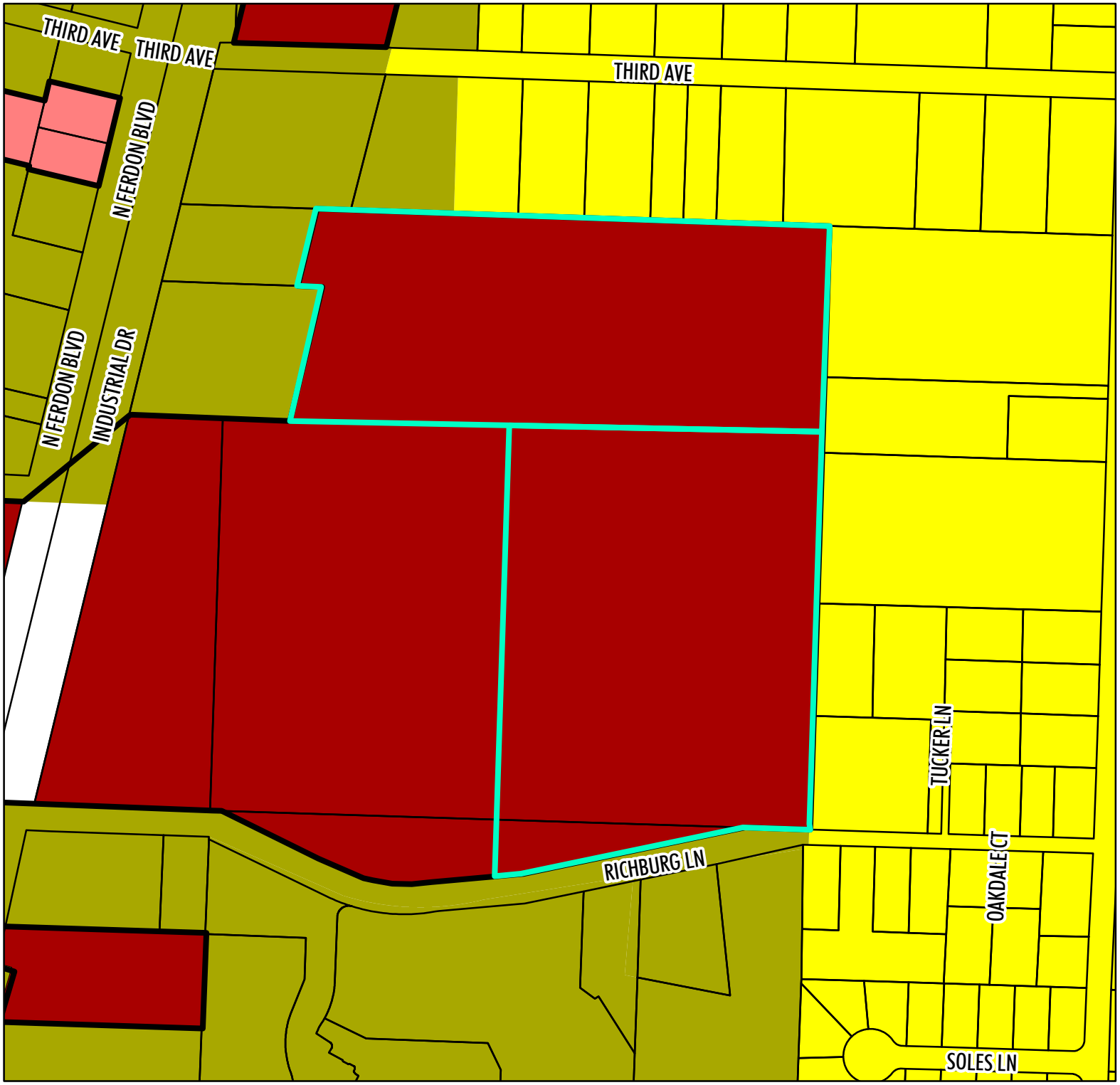
Residential (R)

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



Current Zoning

N

0 150 300

Feet

Legend

Subject Parcel

City Limits

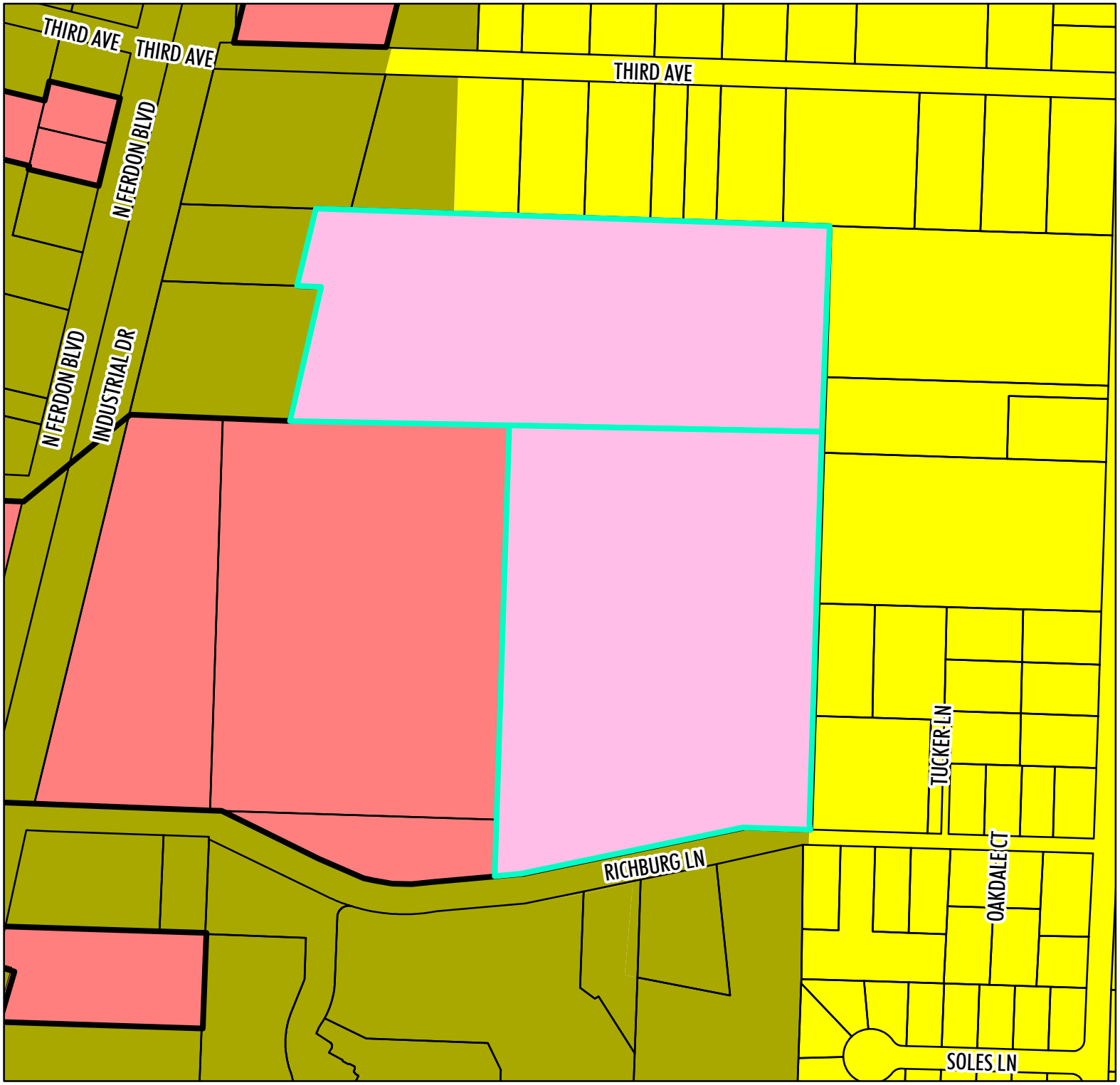
City

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

County

- 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

N

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)

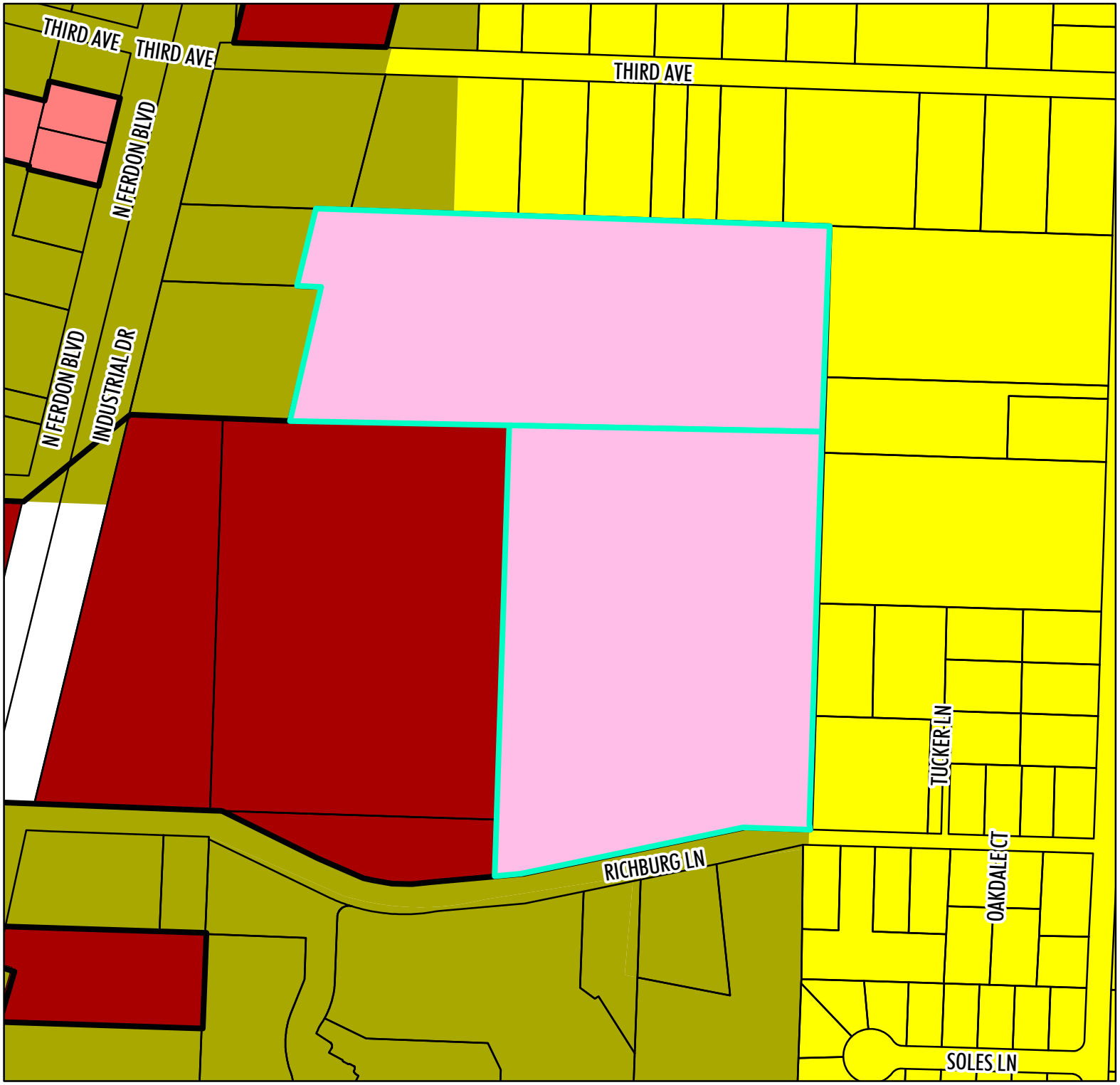
Residential (R)

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

N

0 150 300

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

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

County Zoning

- 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

CITY OF CRESTVIEW

Item # 8.2.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 2022
TYPE OF AGENDA ITEM: 1st reading after PDB

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE:	9/7/2022
SUBJECT:	Ordinance 1895 - Richburg Lane Rezoning

BACKGROUND:

On July 31, 2022, staff received an application to amend the comprehensive plan and zoning designations for property located on Richburg Lane.

The subject property is currently assigned a future land use and zoning designation of Commercial (C) and Commercial High-Intensity District (C-2), respectively.

The application requests the Mixed Use (MU) zoning designation for the property.

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

DISCUSSION:

The property description is as follows:

Property Owner:	Dewrell J Ladon & Carol A PO Box 1510 Ft Walton Beach, FL 325490000
Parcel ID:	portions of parcels 04-3N-23-0000-0029-0000 and 09-3N-23-0000-0011-0000
Site Size:	26.86 acres
Current FLU:	Commercial (C)
Current Zoning:	Commercial High-Intensity District (C-2)
Current Land Use:	Vacant

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Low Density Residential and Mixed Use	Okaloosa County Residential-1 and Mixed Use	Vacant and Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant, Residential and Commercial
West	Commercial (C)	Commercial High-Intensity District (C-2)	Vacant and Commercial

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential or 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 August 12, 2022. The property was posted on August 23, 2022. An advertisement ran in the Crestview News Bulletin on August 25, 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 $750.00. There is no additional cost of advertising as the rezoning request was included in the advertisement for the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1895 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1895

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 26.86 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL HIGH-INTENSITY DISTRICT (C-2) 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 26.86 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 26.86 acres, more or less, being formerly zoned Commercial High-Intensity District (C-2) with the Mixed Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1894, is hereby rezoned to Mixed Use (MU) to wit:

PIN # portions of parcels 04-3N-23-0000-0029-0000 and 09-3N-23-0000-0011-0000

A PARCEL OF LAND SITUATED IN SECTIONS 4 AND 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF THE DEWRELL PARCEL (OFFICIAL RECORDS BOOK 3423, PAGE 4052), AND LYING EAST OF FLORIDA STATE ROAD 85 NORTH, AND LYING NORTH OF RICHBURG LANE; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF AFORESAID SECTION 4, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID RICHBURG LANE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 87°53'59" EAST, ALONG AFORESAID NORTH RIGHT-OF-WAY LINE (ALSO BEING THE SOUTH LINE OF SAID SECTION 4), A DISTANCE OF 7.37 FEET; THENCE DEPARTING AFORESAID SECTION LINE, CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) CALLS:

(1) N 26°48'55" E, A DISTANCE OF 5.32 FEET;

(2) S 64°07'06" E, A DISTANCE OF 306.77 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 324.99 FEET;

(3) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°49'43", AN ARC DISTANCE OF 203.22 FEET, (CHORD BEARING = S 82°08'27" E, CHORD = 199.93 FEET), TO THE POINT OF TANGENCY OF SAID CURVE;

(4) N 79°56'41" E, A DISTANCE OF 11.11 FEET;

(5) N 85°06'36" E, A DISTANCE OF 126.31 TO THE POINT OF BEGINNING

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE PROCEED N 01°51'21" E, A DISTANCE OF 988.10 FEET; THENCE PROCEED S 88°08'13" E, A DISTANCE OF 686.90 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 4; THENCE PROCEED S 01°51'21" W, ALONG SAID EAST LINE A DISTANCE OF 862.33 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF RICHBURG LANE; THENCE ALONG SAID NORTH RIGHT-OF-WAY PROCEED THE FOLLOWING THREE (3) CALLS:

(1) S 81°45'08" W, A DISTANCE OF 274.97 FEET;

(2) S 80°38'39" W, A DISTANCE OF 359.86 FEET;

(3) S 85°06'36" W, A DISTANCE OF 63.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 14.60 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND SITUATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF THE DEWRELL PARCEL (OFFICIAL RECORDS BOOK 3423, PAGE 4052), LYING EAST OF FLORIDA STATE ROAD 85 NORTH, LYING NORTH OF RICHBOURG LANE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE 4 INCH BY 4 INCH CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 16, BLOCK 12, OAKDALE MINIATURE-FARMS (PLAT BOOK 1, PAGE 129); THENCE S 01°51'21" W, ALONG THE EAST LINE OF THE AFORESAID QUARTER QUARTER, A DISTANCE OF 464.08 FEET; THENCE DEPARTING SAID EAST LINE PROCEED N 88°08'13" W, A DISTANCE OF 1187.08 FEET TO THE SOUTHEAST CORNER OF THE EGLIN FEDERAL CREDIT UNION PARCEL (OFFICIAL RECORDS BOOK 2518, PAGE 568); THENCE PROCEED ALONG THE EAST AND NORTH BOUNDARY OF SAID CREDIT UNION PARCEL THE FOLLOWING TWO (2) CALLS:

(1) N 13°50'45" E, A DISTANCE OF 300.00 FEET;

(2) N 88°06'20" W, A DISTANCE OF 34.30 FEET TO THE SOUTHEAST CORNER OF THE TEMPLE FITNESS OF NWF PARCEL (OFFICIAL RECORDS BOOK 2084, PAGE 2147); THENCE PROCEED N 13°48'31" E ALONG THE EAST BOUNDARY LINE OF SAID TEMPLE FITNESS PARCEL, A DISTANCE OF 174.96 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE AFORESAID QUARTER QUARTER; THENCE DEPARTING AFORESAID EAST BOUNDARY LINE PROCEED S 88°06'28" E ALONG SAID NORTH LINE, A DISTANCE OF 1122.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.26 ACRES, MORE OR LESS.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1894 and becomes legally effective.

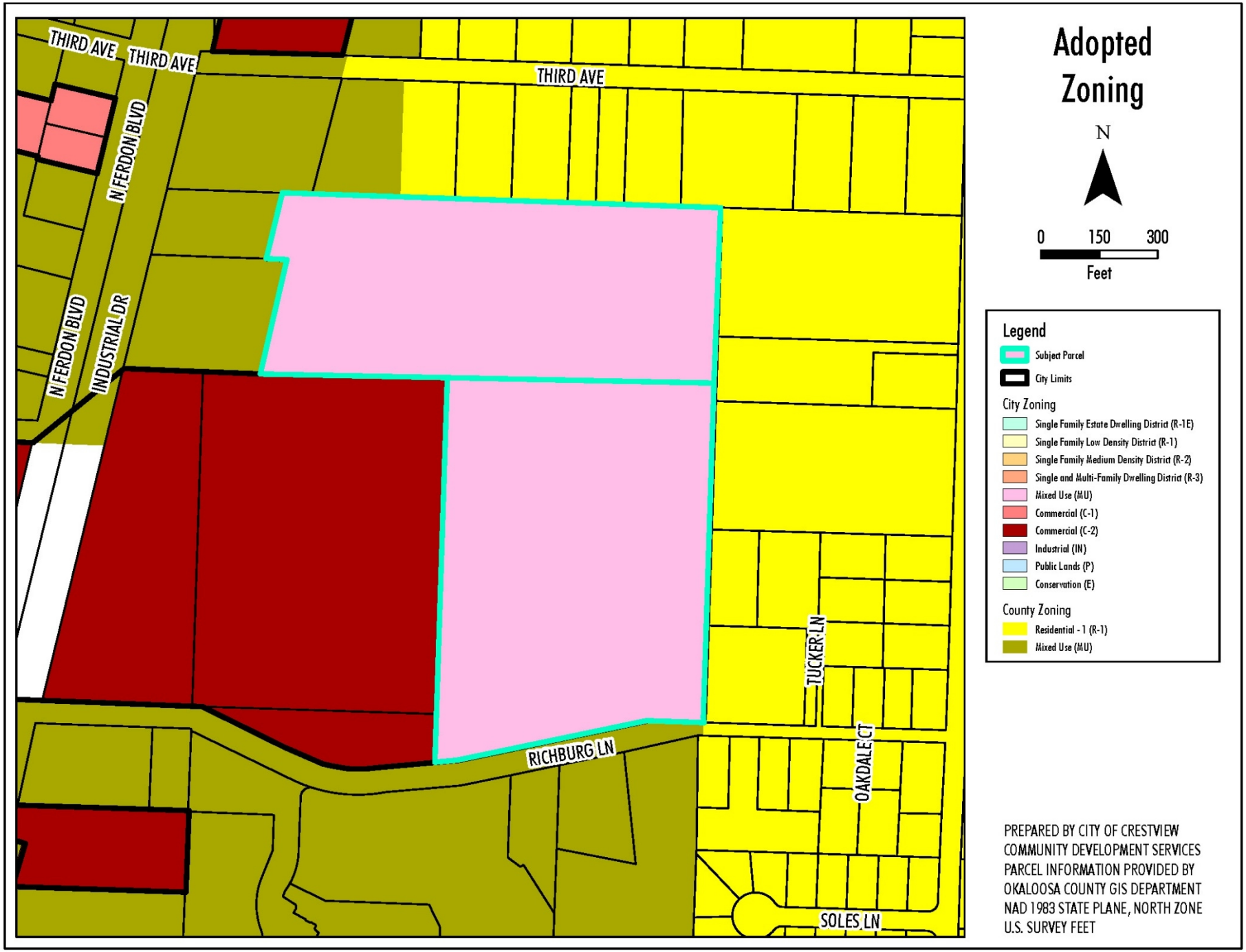
Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of September, 2022.

ATTEST:

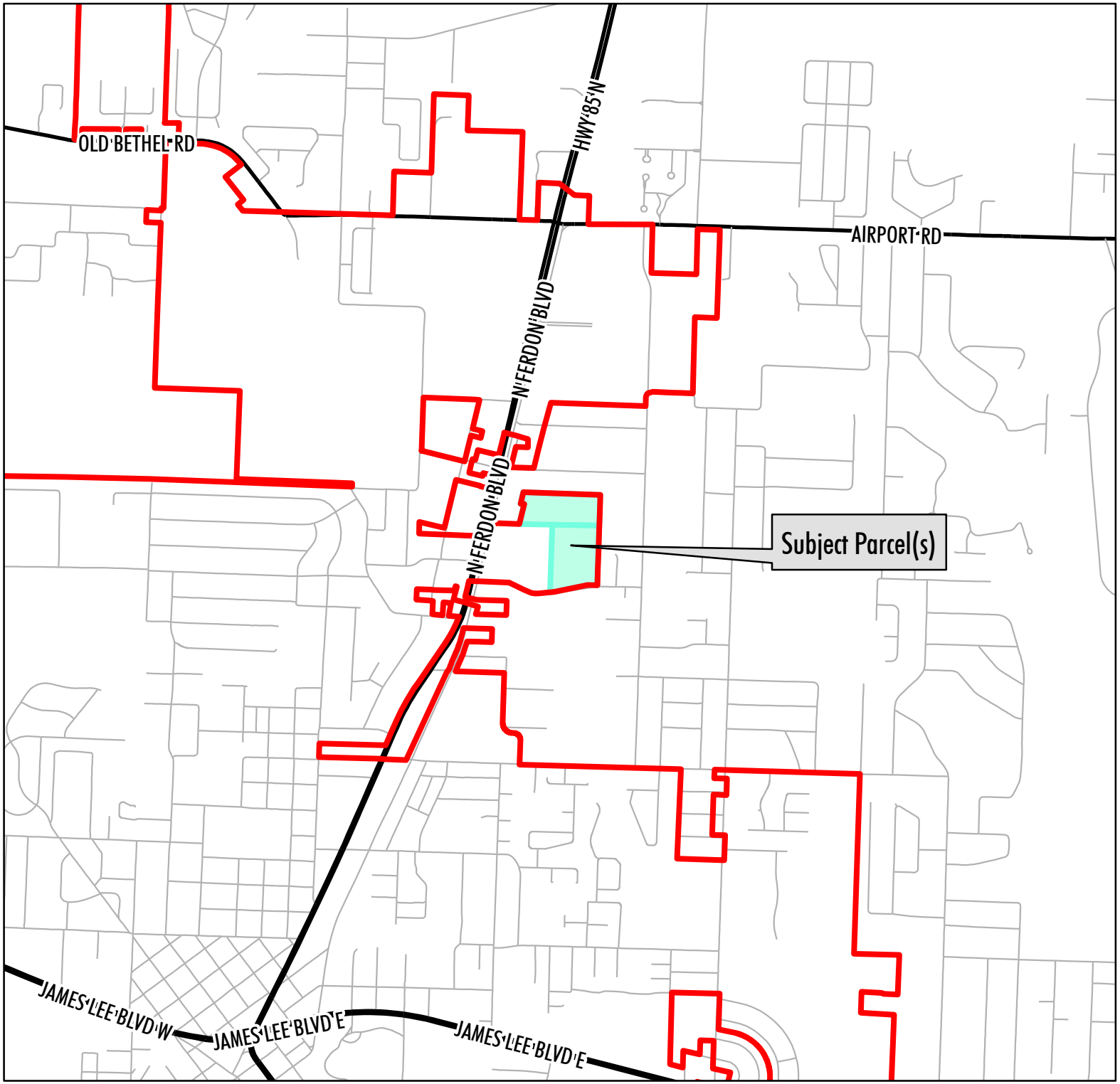
_____
Maryanne Schrader
City Clerk

Approved by me this 26th day of September, 2022.

_____
J. B. Whitten
Mayor


Adopted Zoning
N
0 150 300
Feet
Legend
Subject Parcel
City Limits
City Zoning
Single Family Estate Dwelling District (R-1E)
Single Family Low Density District (R-1)
Single Family Medium Density District (R-2)
Single and Multi-Family Dwelling District (R-3)
Mixed Use (MU)
Commercial (C-1)
Commercial (C-2)
Industrial (IN)
Public Lands (P)
Conservation (E)
County Zoning
Residential - 1 (R-1)
Mixed Use (MU)
THIRD AVE
THIRD AVE
THIRD AVE
N FERDON BLVD
N FERDON BLVD
INDUSTRIAL DR
RICHBURG LN
TUCKER LN
OAKDALE CT
SOLES LN
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

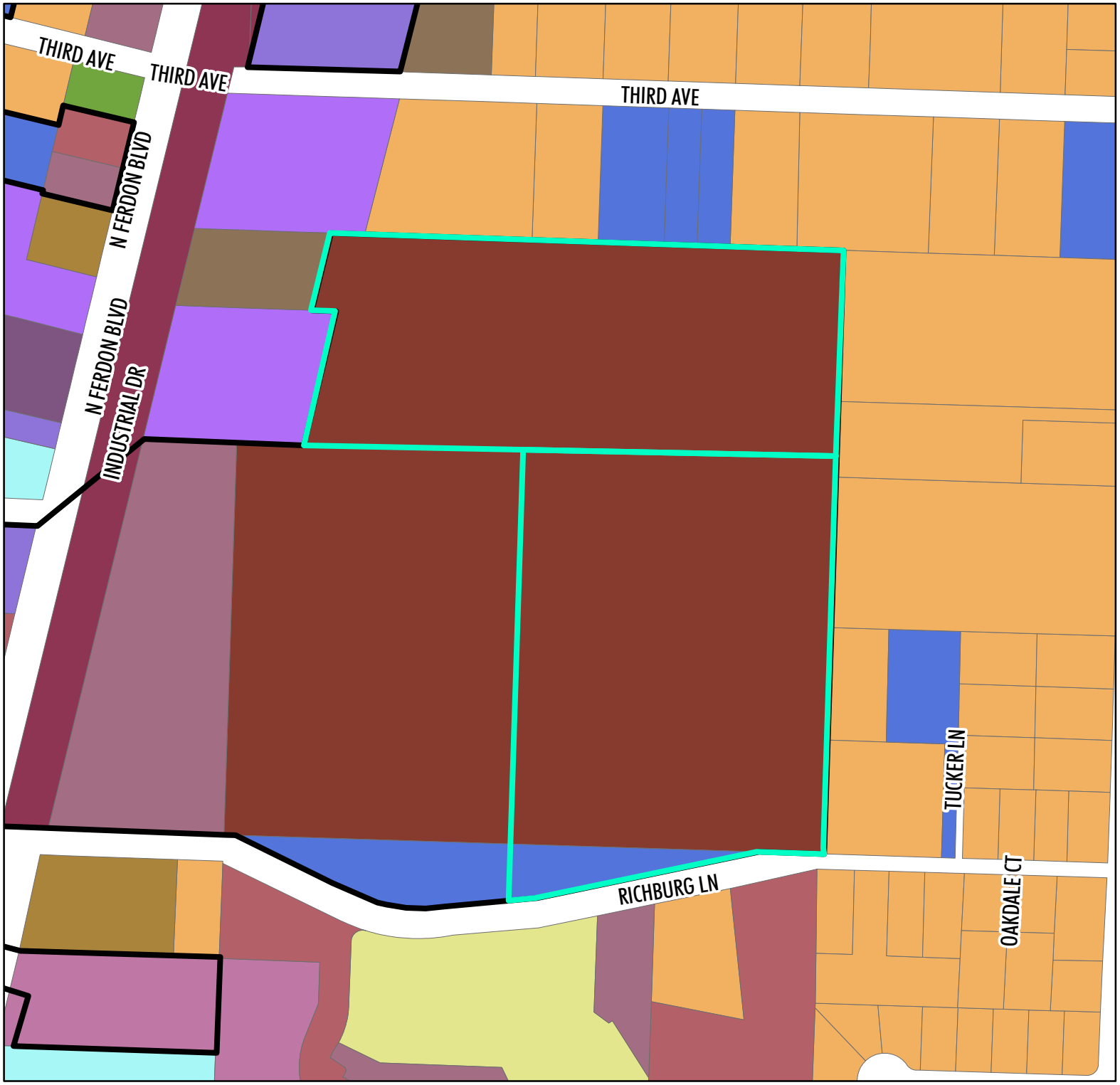
Vicinity Map



N

Not to Scale

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



Existing Use

N

0 150 300

Feet

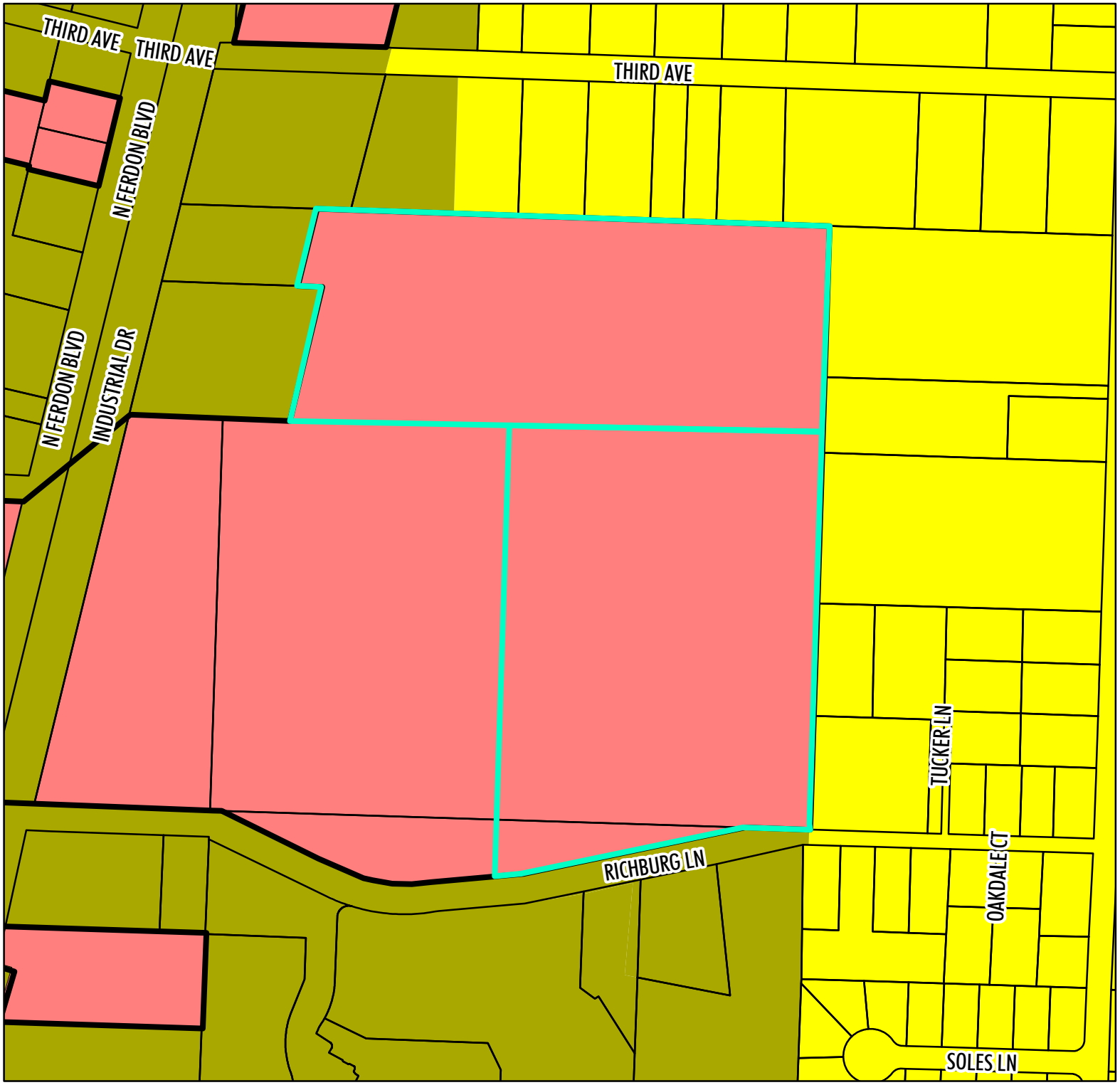
Legend

- Subject Parcel
- City Limits

Existing Use

- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Service Shop
- Single Family
- Stores
- Theater/Au
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

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



Current Future Land Use

N

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)

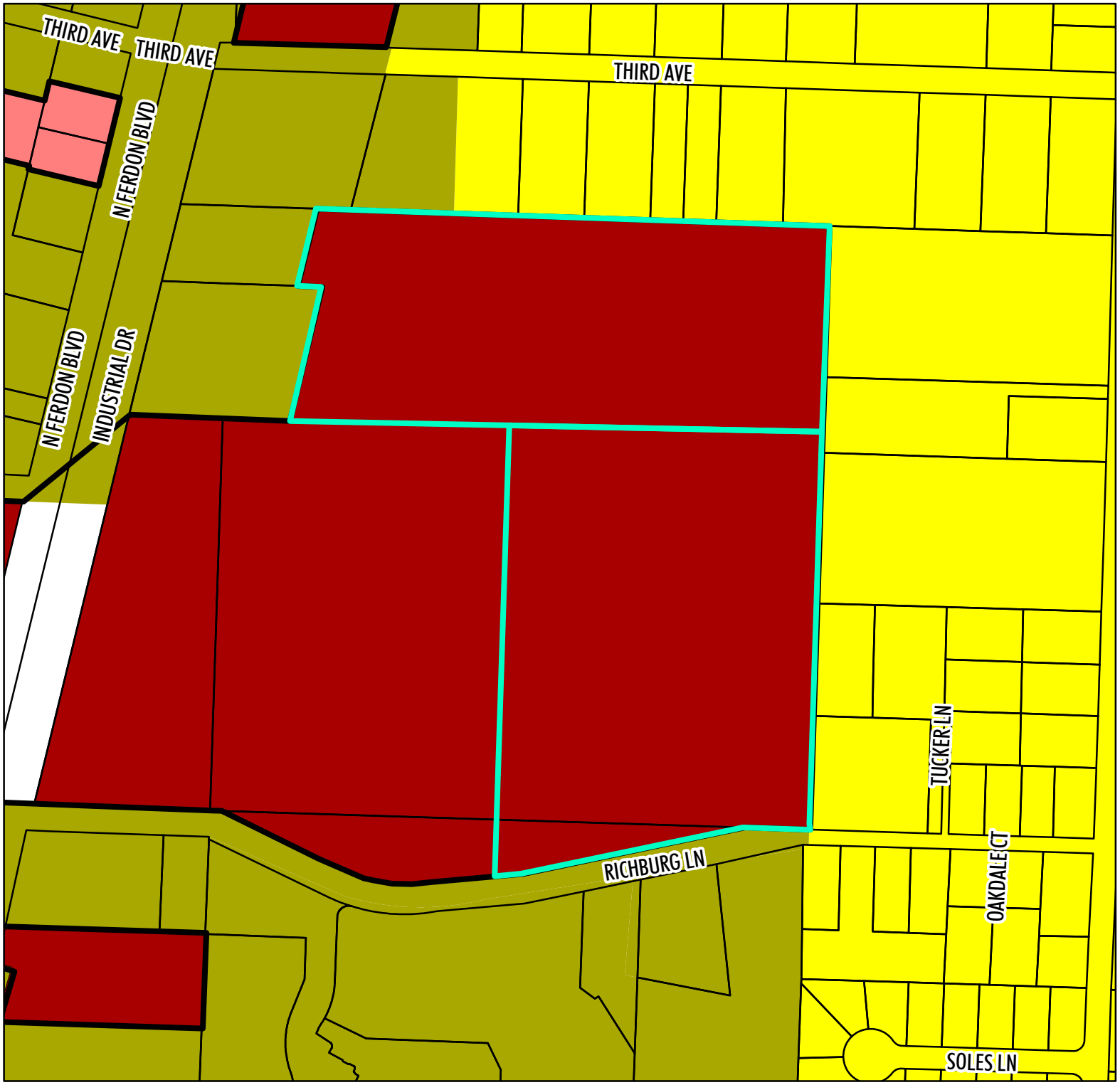
Residential (R)

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



Current Zoning

N

0 150 300

Feet

Legend

Subject Parcel

City Limits

City

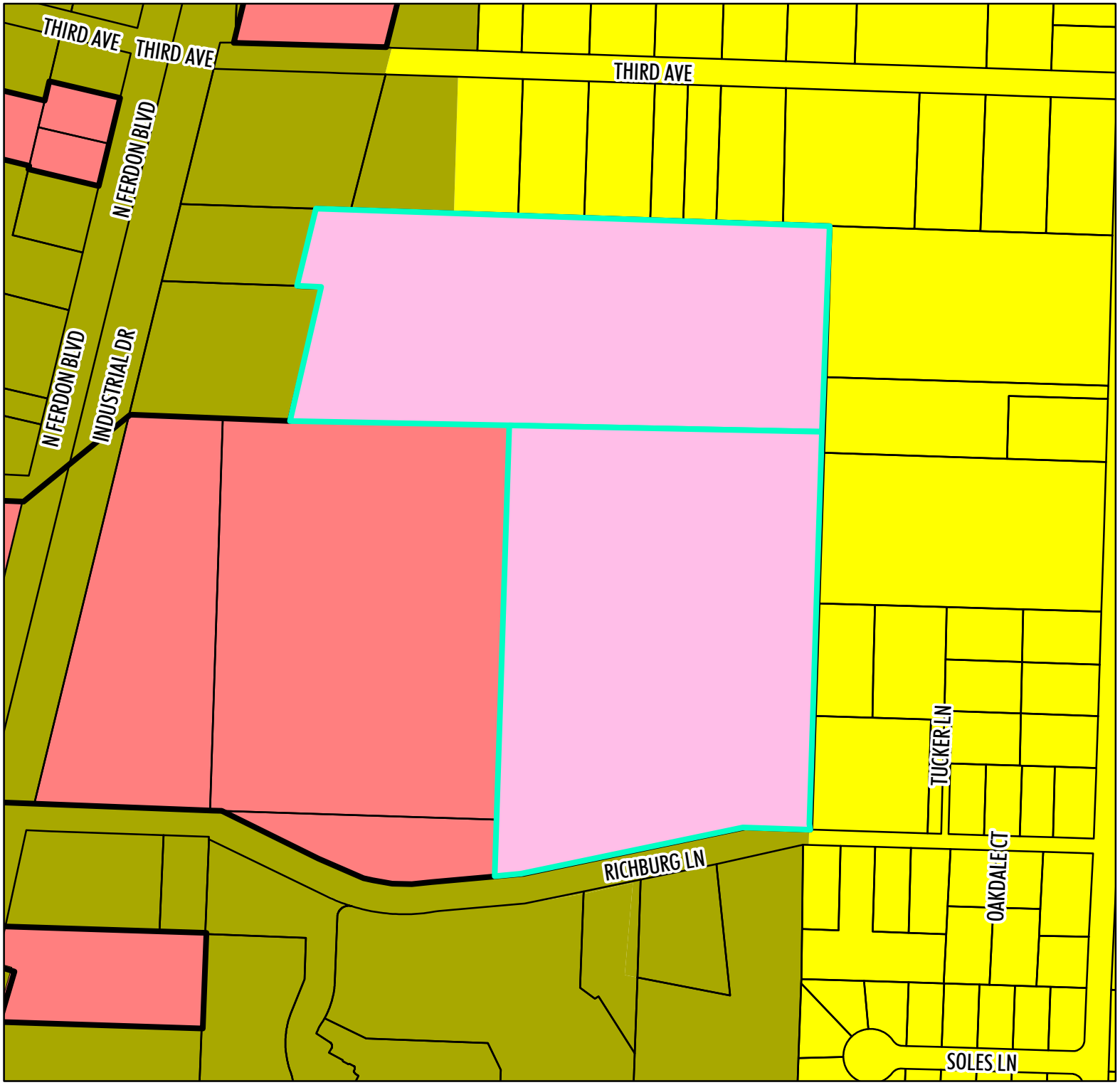
- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County

- 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



N

0 150 300

Feet

Legend

- Subject Parcel
- City Limits

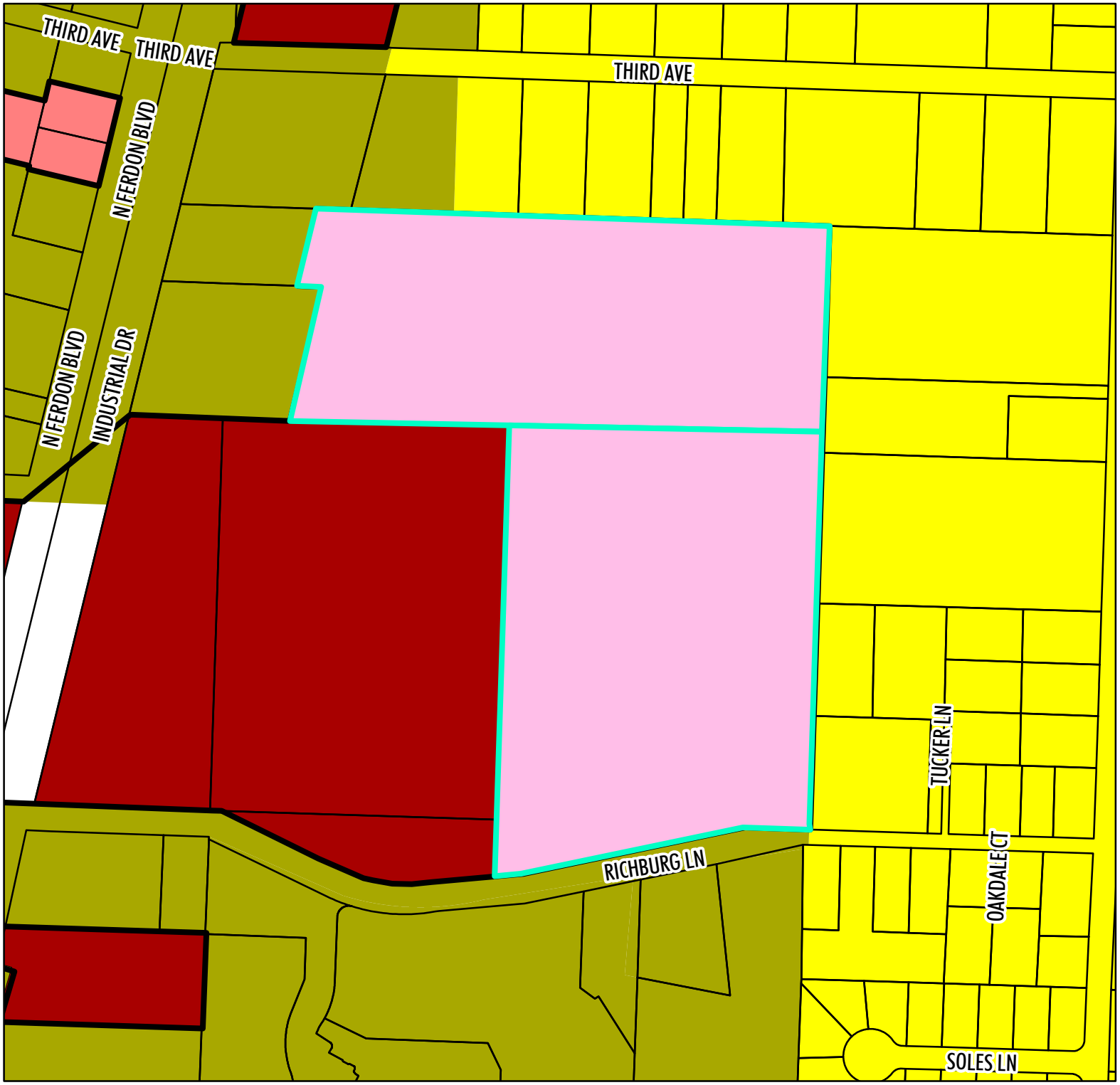
City Future Land Use

- 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

N

0 150 300

Feet

Legend

- Subject Parcel
- City Limits

City Zoning

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

County Zoning

- 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

CITY OF CRESTVIEW

Item # 8.3.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 2022
TYPE OF AGENDA ITEM: 1st reading after PDB

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE:	9/7/2022
SUBJECT:	Ordinance 1896 - Taylor Farms Partial Plat Vacation

BACKGROUND:

On August 3, 2022, staff received an application requesting a partial vacation of the Taylor Farms Subdivision plat.

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

DISCUSSION:

Staff has determined that the application for vacation meets the requirements of Florida Statutes Chapter 177.101. This portion of the Taylor Farms Subdivision is currently undeveloped, and there are no public or private utilities or facilities located in the area requested to be vacated.

An advertisement ran in the Crestview News Bulletin on August 25, 2022. The property was posted on August 23, 2022.

GOALS & OBJECTIVES

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

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

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

Infrastructure – Satisfy current and future infrastructure needs.

Communication – To engage, inform and educate public and staff

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1896 to second reading for adoption.

Attachments

1. Newspaper

ORDINANCE: 1896

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, VACATING AND ABANDONING A PORTION OF TAYLOR FARMS SUBDIVISION AS RECORDED IN PLAT BOOK 26, PAGE 94 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; PROVIDING FOR UPDATE OF THE CRESTVIEW BASE, ZONING AND LAND USE MAPS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR FILING OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property located within Taylor Farms Subdivision has petitioned the City to vacate and annul that portion of the plat described herein; and

WHEREAS, the City has determined that the application meets all requirements of F.S. Ch. 177.101 regarding vacation and annulment of plats subdividing land; and

WHEREAS, the portion of the plat requested to be vacated is undeveloped.

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

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

SECTION 2 – PARTIAL VACATION OF PLAT.

The City of Crestview hereby vacates and annuls a portion of Taylor Farms Subdivision described as:

INCLUSIVE, BLOCK "A"

A PARCEL CONTAINING LOTS 12 THRU 19 AND A PORTION OF THE RIGHT OF WAY OF LILLIAN WAY AS PART OF TAYLOR FARMS SUBDIVISION, A PLATTED SUBDIVISION LYING IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 24 WEST, CITY OF CRESTVIEW, FLORIDA, RECORDED IN PLAT BOOK 26, PAGE 94-95, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 11 OF THE AFOREMENTIONED SUBDIVISION; THENCE PROCEED ALONG THE EXTERIOR BOUNDARY OF LOTS 12 THRU 19 OF SAID SUBDIVISION THE FOLLOWING CALLS: NORTH 43° 50' 20" WEST A DISTANCE OF 94.11 FEET; NORTH 39° 19' 46" WEST A DISTANCE OF 260.76 FEET; NORTH 61° 23' 46" WEST A DISTANCE OF 141.59 FEET; SOUTH 15° 27' 36" WEST A DISTANCE OF 35.71 FEET; NORTH 88° 07' 47" WEST A DISTANCE OF 82.22 FEET; SOUTH 01° 58' 07" WEST A DISTANCE OF 137.50 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF LILLIAN WAY (PRIVATE RIGHT OF WAY WIDTH OF 50 FEET); THENCE DEPARTING THE EXTERIOR BOUNDARY LINE OF SAID LOTS 12 THRU 19 AND SAID NORTHERLY RIGHT OF WAY, PROCEED SOUTH 01° 58' 07" WEST A DISTANCE OF 50 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SAID LILLIAN WAY SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 103.72 FEET; THENCE PROCEED SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 54° 17' 51" AN ARC DISTANCE OF 98.29 FEET (CHORD BEARING = SOUTH 66° 59' 37" EAST, CHORD

= 94.66 FEET) TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 39° 19' 46" EAST A DISTANCE OF 89.18 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 69° 52' 44" AN ARC DISTANCE OF 30.49 FEET (CHORD BEARING = SOUTH 04° 23' 23" EAST, CHORD = 28.64 FEET) TO THE POINT OF TANGENCY; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, PROCEED SOUTH 86° 18' 22" EAST A DISTANCE OF 90.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF LILLIAN WAY; THENCE PROCEED ALONG SAID NORTHERLY RIGHT OF WAY SOUTH 39° 19' 46" EAST A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 11 OF AFOREMENTIONED TAYLOR FARMS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, PROCEED ALONG THE NORTH LINE OF SAID LOT 11 NORTH 50° 40' 14" EAST A DISTANCE OF 181.43 FEET TO THE AFOREMENTIONED NORTHWEST CORNER OF LOT 11 AND THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS ± 2.3 ACRES, MORE OR LESS.

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

SECTION 4 – MAP UPDATE. The base, zoning, and land use maps are hereby amended to reflect the above changes concurrent with the passage of this ordinance.

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

SECTION 6 – SEVERABILITY. If any section, subsection, sentence clause, phrase or portion of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate Jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and the application thereof shall not be affected thereby.

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

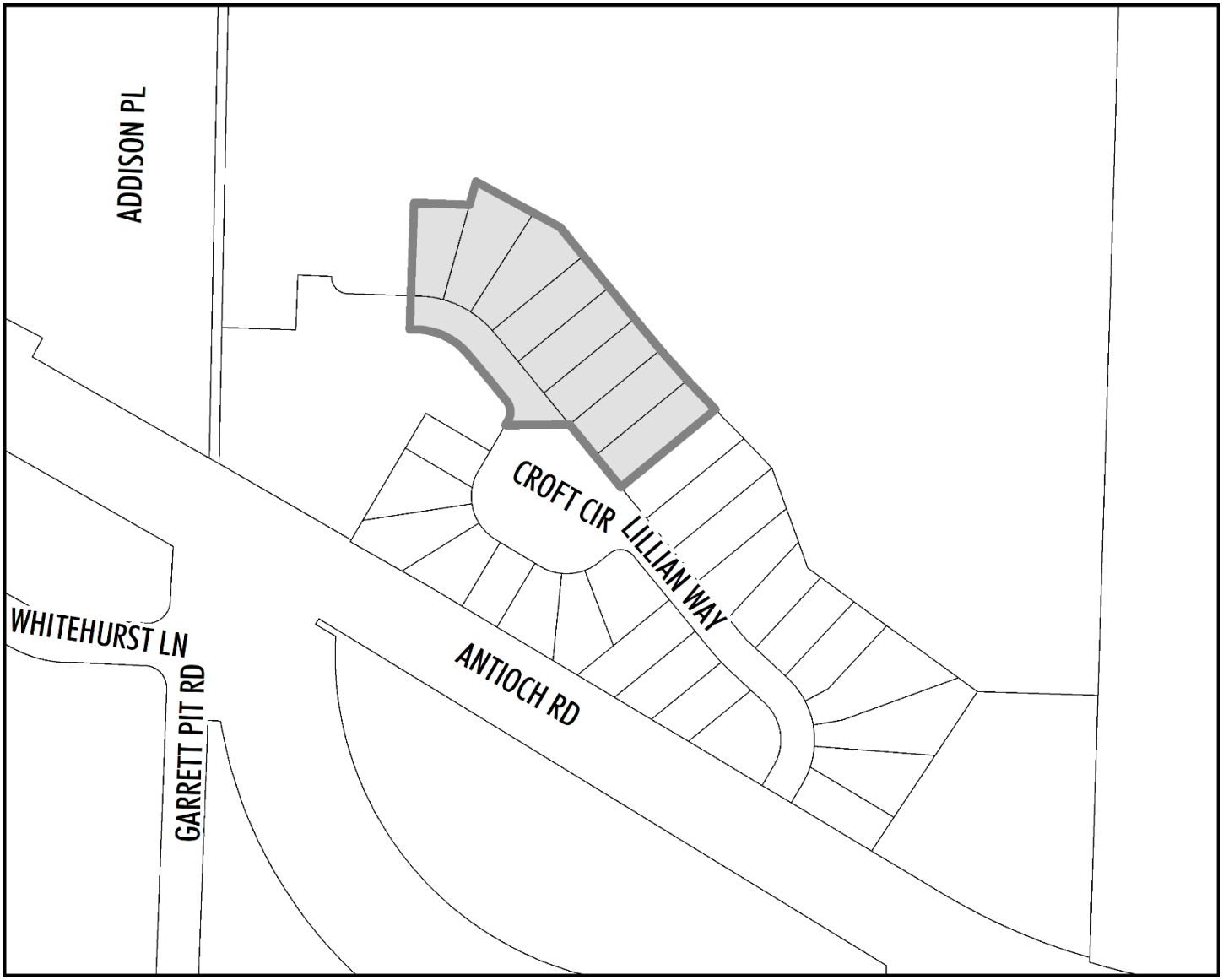
Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of September, 2022.

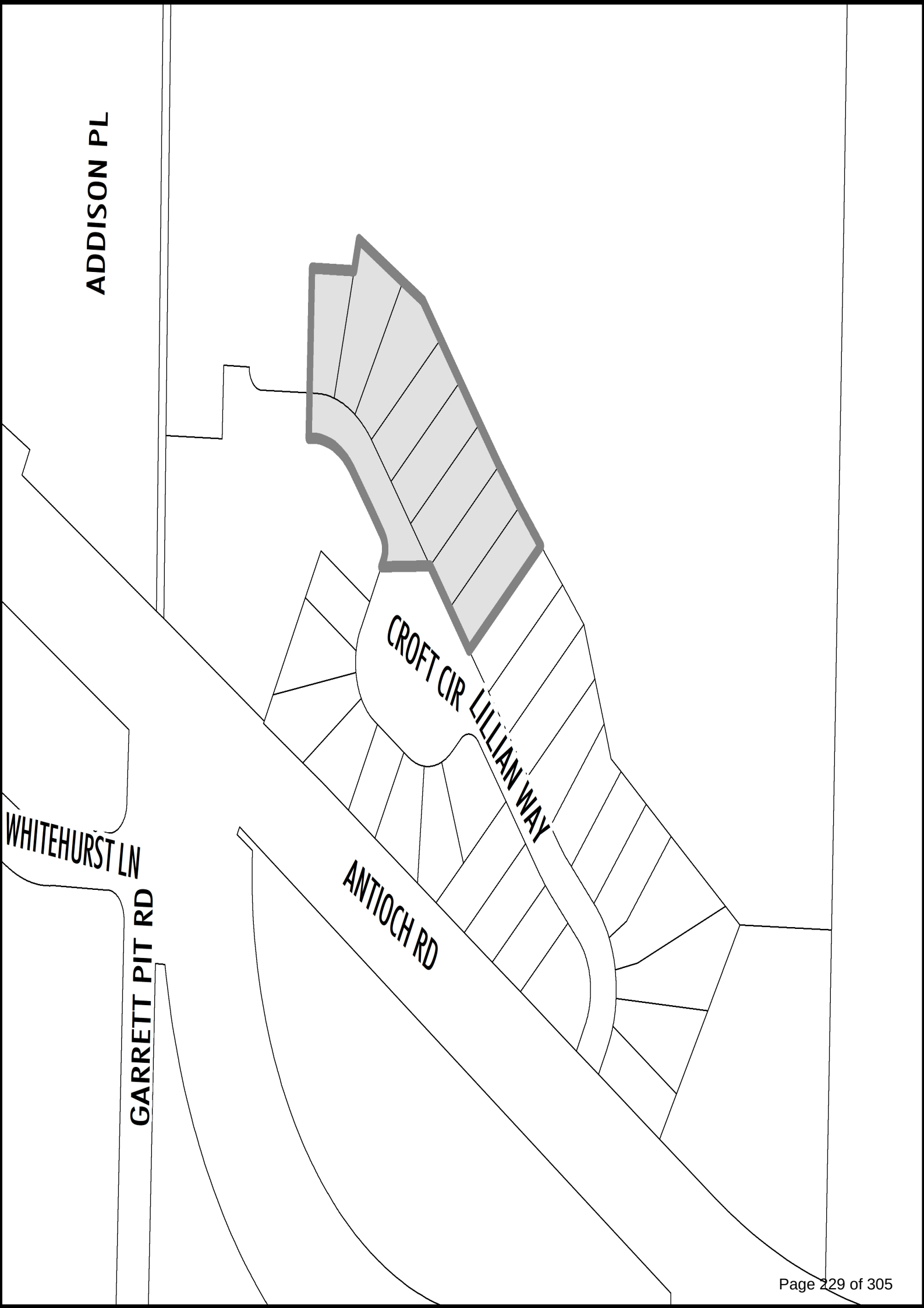
ATTEST:

_____
Maryanne Schrader
City Clerk

Approved by me this 26th day of September, 2022.

_____
J. B. Whitten
Mayor


ADDISON PL
CROFT CIR
LILLIAN WAY
WHITEHURST LN
ANTIOCH RD
GARRETT PIT RD


ADDISON PL
CROFT CIR
LILLIAN WAY
WHITEHURST LN
ANTIOCH RD
GARRETT PIT RD

CITY OF CRESTVIEW Item # 9.1.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 2022
TYPE OF AGENDA ITEM: Resolution

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Michael Criddle, Public Services Director
DATE:	9/7/2022
SUBJECT:	Resolution - Utility Work by Highway Contractor Agreement with DOT for Highway 85 Improvements

BACKGROUND:

The Utility Work by State Highway Contractor Agreement for 13 manholes to be modified by the Highway Contractor as part of the improvements that are being made to the state highway. The City of Crestview is responsible for adjusting the 13 manholes that are in the SR-85 roadway.

DISCUSSION:

FDOT is currently engaged in the construction and resurfacing of SR 85 from south of W. Redstone Ave. to SR 10 (US 90). As this work progresses, there will be minor modifications required to manholes that are owned by the City of Crestview. This resolution states that the city will pay a lump sum cost to FDOT which will pay for the work of the state 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.

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The total cost for modification to the manholes is $3,250.00 X 13 for a total of $42,250.00 to be disbursed from the Capital Improvements Fund Sewer Division Improvements Account.. (A/C #332.1735.533.63.01)

RECOMMENDED ACTION

Staff respectfully requests approval of this resolution to allow for the FDOT contractor to modify the 13 manholes located in SR 85.

Attachments

1. 445732-1 City of Crestview UWS
2. 445732-1 City of Crestview UWHC Agreement
3. Resolution - 2022-24 Utility Work FDOT 445732-1 City of Crestview Agreement

RESOLUTION: 2022- 24

RESOLUTION – 2022 - 24

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)**

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the FDOT, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the Project; and WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for the City of Crestview, hereinafter referred to as the UAO, to execute and deliver to the FDOT the agreement identified as Utility Work by Highway Contractor Agreement (42,250.00 hereinafter referred to as the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That J.B. Whitten, Mayor, be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK SCHEDULE

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

Financial Project ID: 445732-1-52-01	Federal Project ID: Funded
State Road Number: 85	County: Okaloosa
FDOT Plans Dated: 6-16-2022	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Crestview		
UAO Project Rep: Michael Criddle	Phone: 850-682-1560 ext. 124	E-mail: criddlem@cityofcrestview.org
UAO Field Rep: Kyle Lusk	Phone: 850-682-1560 ext. 128	E-mail: kylelusk@cityofcrestview.org

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. _____ Date __ / __ / ____

Name Michael Criddle

Title Public Services Director

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. _____ Date __ / __ / ____

Name Meredith Ruth Hurd, P.E.

Title Engineer of Record

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. _____ Date __ / __ / ____

Name John MacDonald, P.E.

Title Area Utility Manager

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 14

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK SCHEDULE

Financial Project ID: 445732-1-52-01
Utility Company: City of Crestview
FDOT Plans Dated: 6-16-2022

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

Thirteen (13) sanitary sewer manholes are to be adjusted by the Hwy. Contractor.

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK SCHEDULE

Financial Project ID: 445732-1-52-01
Utility Company: City of Crestview
FDOT Plans Dated: 6-16-2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/ Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Calendar Days During Const.
1.	Water Line	885+08, 59' RT		Expose & protect for pedestrian signal post	72 hours' notice from FDOT		0	2
2.	Sewer Line	885+08, 59' RT		Expose & protect for pedestrian signal post	72 hours' notice from FDOT		0	2
3.	Sanitary Sewer Manhole	885+32, 55' RT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
4.	Sewer Line	885+89, 61' RT		Expose & protect for pedestrian signal post	72 hours' notice from FDOT		0	2
5.	Water Main	911+08, 47.78' RT		Expose & protect for pedestrian signal post	72 hours' notice from FDOT		0	2
6.	Water Line & Sewer Line	911+99, 57' RT		Expose & protect for pedestrian signal post	72 hours' notice from FDOT		0	2
7.	Sanitary Sewer Manhole	928+26, 31' LT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
8.	Sanitary Sewer Manhole	929+39, 27' LT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
9.	Sanitary Sewer Manhole	932+02, 25' LT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
10.	Sanitary Sewer Manhole	933+67, 39' LT		To be adjusted by FDOT Contractor			0	0

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK SCHEDULE

Financial Project ID: 445732-1-52-01
Utility Company: City of Crestview
FDOT Plans Dated: 6-16-2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/ Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Calendar Days During Const.
				under UWHC Agreement				
11.	Water Line	940+99, 46.15' LT		Expose & protect for pedestrian signal post	72 hours' notice from FDOT		0	2
12.	Sanitary Sewer Manhole	951+93, 22' LT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
13.	Sanitary Sewer Manhole	952+54, 23' LT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
14.	Sanitary Sewer Manhole	956+56, 26' RT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
15.	Sanitary Sewer Manhole	960+16, 18' LT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
16.	Sanitary Sewer Manhole	973+72, 1' RT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
17.	Sanitary Sewer Manhole	975+54, 1' RT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK SCHEDULE

Financial Project ID: 445732-1-52-01
Utility Company: City of Crestview
FDOT Plans Dated: 6-16-2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/ Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Calendar Days During Const.
18.	Water Meter	976+15, 30' RT		City to adjust as needed for proposed sidewalk	72 hours' notice from FDOT		0	1
19.	Water Meter	978+70, 30' RT		City to adjust as needed for proposed sidewalk	72 hours' notice from FDOT		0	1
20.	Sanitary Sewer Manhole	979+12, 3' RT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0
21.	Sanitary Sewer Manhole	980+88, 20' LT		To be adjusted by FDOT Contractor under UWHC Agreement			0	0

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RESOLUTION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (LUMP SUM)

Financial Project ID: 445732-1-52-02	**Federal Project ID: Funded**
State Road No.: 85	**County/Section No.: Okaloosa**
State Job No.:	**District Document No.:**

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Crestview, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (Lump Sum), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name) J.B. Whitten (Title) Mayor** be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the UAO on the _____ day of _____, year of _____.

NAME: _____

Title: Mayor

ATTEST: _____

Title: City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 445732-1-52-02	**Federal Project ID: Funded**
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Okaloosa	**State Road No.: 85**
District Document No:	
Utility Agency/Owner (UAO): CITY OF CRESTVIEW	

THIS AGREEMENT, entered into this _____ day of_____, year of_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and _**CITY OF CRESTVIEW**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR 85 (South Ferdon Blvd.) from South of W Redstone Ave. to SR 10 (US 90) , State Road No. 85, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.

b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

a. The **UAO** will, at least one hund eighty (180) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of $ 42,250.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.

c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.

d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.

(4) Pursue any other remedies legally available.

(5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.

b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.

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

e. Time is of essence in the performance of all obligations under this Agreement.

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

If to the **UAO**:

Mr. Michael J. Criddle, Public Services Director
715 N. Ferdon Blvd.
Crestview, FL 32536

If to the **FDOT**:

Mr. John MacDonald, P.E., Area Utility Manager
2065 Airport Blvd., Suite 400
Pensacola, FL 32504

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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

UTILITY: CITY OF CRESTVIEW

BY: (Signature) _____ **DATE:** _____

(Typed Name: J.B. Whitten)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** _____

(Typed Name: Tim Smith, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 445732-1-52-02	Federal Project ID: Funded
State Road Number: 85	County: Okaloosa
FDOT Plans Dated: 6-16-2022	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Crestview	Job No. or Work Order No.:	
UAO Project Rep: Michael J. Criddle	Phone: 850-682-1560	E-mail: criddlem@cityofcrestview.org
UAO Field Rep: Kyle Lusk	Phone: 850-826-0686	E-mail: kylelusk@cityofcrestview.org

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost ($)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead ($)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	$42,250.00		$42,250.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction			0
Miscellaneous Expenses			0
		Total Cost Estimate =>	$42,250.00

SECTION B: DEDUCTIONS

Item	Item Value ($)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	$42,250.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	$42,250.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep._____ Date __ / __ / ____

Name J.B. Whitten

Title Mayor

Exhibit A

13 manholes x $3,250.00 per manhole = $42,250.00

Grand Total = $42,250.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RESOLUTION 2022-24

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (LUMP SUM)

Financial Project ID: 445732-1-52-02	**Federal Project ID: Funded**
State Road No.: 85	**County/Section No.: Okaloosa**
State Job No.:	**District Document No.:**

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Crestview, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (Lump Sum), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name) J.B. Whitten (Title) Mayor** be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the UAO on the ____ day of _____, year of _____.

NAME: _____

Title: Mayor_____

ATTEST: _____

Title: City Clerk_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 445732-1-52-02	**Federal Project ID: Funded**
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Okaloosa	**State Road No.: 85**
District Document No:	
Utility Agency/Owner (UAO): CITY OF CRESTVIEW	

THIS AGREEMENT, entered into this 12th_ day of September, year of 2022_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and _**CITY OF CRESTVIEW**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR 85 (South Ferdon Blvd.) from South of W Redstone Ave. to SR 10 (US 90) , State Road No. 85, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.

b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

a. The **UAO** will, at least one hund eighty (180) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of $ 42,250.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.

c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.

d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.

(4) Pursue any other remedies legally available.

(5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.

b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.

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

e. Time is of essence in the performance of all obligations under this Agreement.

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

If to the **UAO**:

Mr. Michael J. Criddle, Public Services Director
715 N. Ferdon Blvd.
Crestview, FL 32536

If to the **FDOT**:

Mr. John MacDonald, P.E., Area Utility Manager
2065 Airport Blvd., Suite 400
Pensacola, FL 32504

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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

UTILITY: CITY OF CRESTVIEW

BY: (Signature) _____ **DATE:** _____

(Typed Name: J.B. Whitten)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** _____

(Typed Name: Tim Smith, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 445732-1-52-02	Federal Project ID: Funded
State Road Number: 85	County: Okaloosa
FDOT Plans Dated: 6-16-2022	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Crestview	Job No. or Work Order No.:	
UAO Project Rep: Michael J. Criddle	Phone: 850-682-1560	E-mail: criddlem@cityofcrestview.org
UAO Field Rep: Kyle Lusk	Phone: 850-826-0686	E-mail: kylelusk@cityofcrestview.org

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost ($)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead ($)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	$42,250.00		$42,250.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction			0
Miscellaneous Expenses			0
		Total Cost Estimate =>	$42,250.00

SECTION B: DEDUCTIONS

Item	Item Value ($)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	$42,250.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	$42,250.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep._____ Date __ / __ / ____

Name J.B. Whitten

Title Mayor

Exhibit A

13 manholes x $3,250.00 per manhole = $42,250.00

Grand Total = $42,250.00

CITY OF CRESTVIEW Item # 10.1.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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, Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE:	9/7/2022
SUBJECT:	Declaration of Surplus Property and Approval to Donate Property to Habitat for Humanity

BACKGROUND:

The City has recently pursued a multi-faceted approach to creating new affordable housing opportunities and improving the general quality of housing stock within the City Limits. The City owns two lots at the intersection of S Rayburn Street and Walnut Avenue East that have no current or planned use.

DISCUSSION:

The City currently owns lots 18 and 19, Block 153, Town of Crestview, per plat book 1, page 72. Staff has determined that these lots serve no current or future public purpose, and would best serve as property available to be developed for housing.

Staff has determined that the most efficient way to make this property available for the above-mentioned purposes of raising the minimum housing stock and creating new affordable housing opportunities is to declare the property as surplus and donate to Habitat for Humanity in Okaloosa County, Inc.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact expected from this item.

RECOMMENDED ACTION

Staff respectfully requests that the council approve the designation of the above-described land as surplus and authorize staff to execute the required documentation to donate the property to Habitat for Humanity in Okaloosa County, Inc.

Attachments

1. Deed

FILE # 2684811 RCD: 02/03/2011 @ 11:09 AM, BK: 2971 PG: 2645 RECORDING: $10.50 RECORDING ARTICLE V: $8.00 DEED DOCSTAMPS $0.70 DEPUTY CLERK JLONG DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

THIS INSTRUMENT PREPARED BY:

Administrative Services Department
City of Crestview
P.O. Drawer 1209
Crestview, Florida 32536

Property Appraisers Parcel ID #: 17-3N-23-2490-0153-0180 and 17-3N-23-2490-0153-0190

SPECIAL WARRANTY DEED

THIS WARRANTY DEED, executed the 11th day of January, 2011, by the HABITAT FOR HUMANITY IN OKALOOSA COUNTY, INC, a Florida non-profit corporation, whose post office address is 99 Eglin Parkway, Suite 11, Ft. Walton Beach, Florida 32548, hereinafter called Grantor, to the CITY OF CRESTVIEW, FLORIDA, a municipal corporation, whose post office address is P. O. Drawer 1209, Crestview, Florida 32536, hereinafter called Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND N0/100 DOLLARS ($10.00), in hand paid by the said Grantee, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land, situate in Okaloosa County, State of Florida, described as follows:

LOTS 18 AND 19, BLOCK 153, TOWN OF CRESTVIEW, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 72 OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever.

AND grantor covenants with grantee that the premises are free from all encumbrances made by grantor, and grantor does bind grantor and grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the grantee above named and grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the grantor, but not otherwise, and that the land is free of all encumbrances except taxes for the year [2010] and those instruments, liens and encumbrances appearing of record as well as all zoning and governmental ordinances and regulations applying to the real property.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

HABITAT FOR HUMANITY IN OKALOOSA COUNTY, INC.

BY: _____
Printed name: NITSI BENNETT
It's: President and CEO
It's Address: 99 Eglin Parkway, Suite 11
Ft. Walton Beach, FL
32536

_____
Signature of Witness

Christy Jones
Printed Name of Witness

_____
Signature of Witness

TERESA GAILLARD
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 11 day of January, 2011, NITSI BENNETT, President and CEO, of the HABITAT FOR HUMANITY IN OKALOOSA COUNTY, INC., a Florida non-profit corporation, on behalf of the corporation. She are personally known to me or who have produced personally Known as identification

SEAL:

_____
SIGNATURE OF NOTARY PUBLIC-STATE OF FL

BETTY MATHIS
Notary Public, State of Florida
My comm. expires May 21, 2014
Comm No. DD 970542

_____
PRINTED NAME OF NOTARY PUBLIC
My Commission Expires:_____

CITY OF CRESTVIEW Item # 10.2.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/8/2022
SUBJECT:	Purchase of property from Crestview Investment Co. located at 114 Main Street and 148 Main Street.

BACKGROUND:

The City is seeking to purchase 2 adjoining properties on Main Street, located at 114 N Main Street and 148 N Main Street, from Crestview Investment Co., LLC. The property at 114 N Main Street has a historic building in disrepair and the adjoining lot at 148 N Main St. is open space.

DISCUSSION:

If acquired, staff intends to recommend that the building be restored to its original appearance or similar. The building could provide 3 office spaces for the CRA and Main Street Crestview Association staff and a store front on Main Street that would provide City merchandise and downtown information. Being that the 2 properties are located on Main Street, it is an opportunity for the City, the CRA and MSCA to have a presence as stakeholders in the downtown culture. Staff is currently working on a cost estimate to restore the building.

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 disbursement by the City will be $135,000. All closing costs will be paid from this amount. The seller will receive the net sum of $135,000 less closing costs. Funding is currently available in unrestricted cash carryforward.

RECOMMENDED ACTION

Staff respectfully request approval for the purchase of these two adjoining properties. Additionally, staff respectfully requests approval to waive the general purchasing policy to proceed with Triple R Construction Inc as the contractor to restore the historic building at 114 N Main Street. Triple R Construction Inc specializes in restoring old buildings and is the contractor that recently restored the Historic Bush House at 198 S. Wilson Street.

Attachments

1. Offer to Purchase and Sell

MEMORANDUM

TO: The City Council of the City of Crestview, Florida

FROM: J.D. WINGARD, JR., as Manager/Member of CRESTVIEW INVESTMENT COMPANY, LLC, a Florida Limited Liability Company, hereinafter called "Seller", and TIM BOLDUC, City Manager of the City of Crestview (the "Buyer")

DATE: August 26, 2022

RE: OFFER TO PURCHASE AND SELL

---

1. On August 26, 2022, as Manager/Member of CRESTVIEW INVESTMENT COMPANY, LLC, I proposed to sell the below-described property to the City of Crestview, for the sum of $135,000.00.*

2. The property to be sold is described in Exhibit A hereto.

3. The proposal as stated in Paragraphs 1 and 2 above will be valid until midnight on Wednesday, September 14, 2022. If this proposal is not accepted by that date and time, this proposal will be "null and void".

4. Closing of the transaction contemplated herein shall occur on or before September 16, 2022.

*The sum of $135,000 means the buyer will pay $135,000 and all closing costs will be paid from this amount, and the Seller will receive at closing the net cash sum of $135,000 minus closing costs. The parcel of real property will be conveyed "as is -where is" and Seller makes no warranties whatsoever regarding the subject parcel of real property.

WHEREFORE, Seller has set his hand and seal the day, month and year first above written.

J.D. WINGARD, JR.
Manager/Member
CRESTVIEW INVESTMENT COMPANY, LLC, A Florida Limited Liability Company
Seller:
Date:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence this 1st day of September 2022, by J.D. WINGARD, JR., Manger/Member of CRESTVIEW INVESTMENT COMPANY, LLC J.D. WINGARD, JR. is personally known to me.

(SEAL)

Signature of Notary Public

SHARON T HUDGENS
Notary Public - State of Florida
Commission # HH 167866
My Comm. Expires Sep 4, 2025
Bonded through National Notary Assn.

Print, Type or Stamp Commissioned Name of Notary Public

ACCEPTED upon the terms hereinabove set forth
Subject to the approval of the City of Crestview City Council

_____
CITY OF CRESTVIEW, FLORIDA
TIM BOLDUC, CITY MANAGER

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence this 1st day of September 2022, by TIM BOLDUC as the City Manger of THE CITY OF CRESTVIEW FL who is personally known to me.

(SEAL)

_____
Signature of Notary Public

_____
Print, Type or Stamp Commissioned
Name of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE CONVEYED

PARCEL 16: TAX ID # 17-3N-23-2490-0008-048A

The North 40 feet of Lot 48, Block 8, Town of Crestview, Florida, according to the plat as recorded in Plat Book 1, Page 72, in the Public Records of Okaloosa County, Florida.

PARCEL 17: TAX ID # 17-3N-23-2490-0008-048B

Beginning at the Southeast corner of Lot 48, Block 8; thence in a Northwesterly direction along Main Street a distance of 75 feet to the Point of Beginning of the tract herein described; thence continue in a Northwesterly direction along Main Street a distance of 25 feet; thence in a Southwesterly direction at right angles to Main Street a distance of 100 feet; thence in a Southeasterly direction parallel to Main Street a distance of 25 feet; thence in a Northeasterly direction 100 feet to the Point of Beginning, in the Town of Crestview, Florida, according to the plat thereof on file in the Office of the Clerk of Circuit Court, Okaloosa County, Florida.

CITY OF CRESTVIEW Item # 10.3.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/8/2022
SUBJECT:	Discussion to sell city-owned property located at 1445 Commerce Drive to Okaloosa County Tax Collector.

BACKGROUND:

Several months ago, Ben Anderson, Okaloosa Tax Collector, approached the City Manager about the possibility of acquiring land from the City to construct a new north-County tax collector facility near the Community Center and Chamber of Commerce. Those initial discussions have continued and recently the conceptual discussions became more specific.

DISCUSSION:

Staff and representatives from the Tax Collector's office recently began negotiating terms of a contract whereby the Okaloosa County Tax Collector would acquire 2.5 acres of vacant land located east of the Chamber of Commerce owned by the City. The Tax Collector intends to build a large, multi-story facility to serve the citizens of Okaloosa County on this property. If additional office space is available, it is possible the City or non-governmental third parties may occupy some of the commercial space. Staff believes this sale is in the best interests of the City and the greater community of citizens.

The City Manager met with Mr. Durell, the previous owner of the property, who had agreed to allow the sale of the property and the use by the tax collector. Further, it was discussed that as the property develops, a small "town center" park could be constructed in the greenspace that will be left in front of the library. Staff believe that construction of a new Tax Collector facility, and the 50,000 transactions that come with it, will be a tremendous economic generator for the north end of the city where staff is trying to stimulate growth.

The Tax Collector proposes to purchase 2.5 acres from the City for $800,000, on or before the end of September, 2022. The City would finance approximately half of this purchase for the Tax Collector, for a period of up to 2 years, although it is anticipated that the purchase may be completed within one year. The City and Tax Collector would split closing costs for the transaction in accordance with usual customs in this area for transactions of this type.

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

Staff, is recommending that the funding from this sale be set aside in the restricted reserves to be used for future facility construction.

RECOMMENDED ACTION

Staff respectfully requests approval of the proposed contract to sell property to the Okaloosa County Tax Collector and for the Council to authorize the City Manager to take all necessary actions and sign all necessary documents, to include deeds, affidavits and closing statements, to carry out the transaction as called for in the contract.

Attachments

1. Commerce Dr & Publix Rdwy

INVOICE

FROM:

Teel & Waters Real Estate Co, Inc. (850) 682-6156

499 N Ferdon Blvd
Crestview, FL 32536-2729

Telephone Number: (850) 585-8743 **Fax Number:** (850) 682-3321

TO:

Ben Anderson
Okaloosa County Tax Collector
Wilson Street
Crestview, FL 32536

E-Mail: BAnderson@OkaloosaTax.com
Telephone Number: **Fax Number:**
Alternate Number:

INVOICE NUMBER	
22-20	
DATES	
Invoice Date:	02/16/2021
Due Date:	
REFERENCE	
Internal Order #:	
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	22-20
Other File # on form:	
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: Okaloosa County Tax Collector **Client:** Okaloosa County Tax Collector
Purchaser/Borrower: n/a
Property Address: Commerce Dr & Publix Rdwy
City: Crestview
County: Okaloosa **State:** FL **Zip:** 32539
Legal Description: portion of M&B in Sect 04-T3N-R23 (see maps)

FEES	AMOUNT
Land Form Appraisal Report	850.00
SUBTOTAL	850.00

PAYMENTS			AMOUNT
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
		SUBTOTAL	
		TOTAL DUE	$ 850.00

APPRAISAL OF REAL PROPERTY

LOCATED AT:

Commerce Dr & Publix Rdwy
portion of M&B in Sect 04-T3N-R23 (see maps)
Crestview, FL 32539

FOR:

Okaloosa County Tax Collector
Wilson Street
Crestview, FL 32536

AS OF:

February 18, 2022

BY:

Randy G. Bracewell
State-Certified General Real Estate Appraiser
RZ589

LAND APPRAISAL REPORT

File No. 22-20

SUBJECT

Borrower n/a | Census Tract 0204.00 | Map Reference 18880

Property Address Commerce Dr & Publix Rdwy

City Crestview | County Okaloosa | State FL | Zip Code 32539

Legal Description portion of M&B in Sect 04-T3N-R23 (see maps)

Sale Price $ n/a | Date of Sale N/A | Loan Term **N/A** yrs. | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ _____ (yr) | Loan charges to be paid by seller $ N/A | Other sales concessions N/A

Lender/Client Okaloosa County Tax Collector | Address Wilson Street, Crestview, FL 32536

Occupant vacant | Appraiser Randy G. Bracewell | Instructions to Appraiser Estimate Fee Simple Value

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural
Built Up	[ ] Over 75%	[X] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev.	[ ] Rapid	[X] Steady	[ ] Slow
Property Values	[X] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply
Marketing Time	[ ] Under 3 Mos.	[ ] 4-6 Mos.	[X] Over 6 Mos.

Present Land Use: 25 % One-Unit, 0 % 2-4 Unit, % Apts., 0 % Condo, 25 % Commercial, % Industrial, 40 % Vacant, 10 % schools

Change in Present Land Use: [X] Not Likely [X] Likely (*) [ ] Taking Place (*) (*) From vacant To mixed use

Predominant Occupancy: [X] Owner [ ] Tenant 5 % Vacant

One-Unit Price Range $ 75,000 to $ 500,000+ | Predominant Value $ 250,000+

One-Unit Age Range new yrs. to 60+ yrs. | Predominant Age 15+ yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation	n	o	n	e
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions		X		
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The general neighborhood is the area along Airport Rd., extending from Hwy. 85-N to the Industrial Park. The neighborhood is located in the northeastern sector of Crestview, lying inside and at the city limits of Crestview. This is a suburban oriented area with a definite future growth trends.

SITE

Dimensions **See attached site maps (253 FF x 429'+-)** = 2.49+- ac [X] Corner Lot

Zoning Classification Public Land, FLU- Public land | Present Improvements [X] Do [ ] Do Not Conform to Zoning Regulations

Highest and Best Use [ ] Present Use [X] Other (specify) new development

	Public	Other (Describe)
Elec.	X	
Gas	[ ]	unknown
Water	X	
San. Sewer	X	unknown
	[ ] Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access [X] Public [X] Private

Surface Paved

Maintenance [X] Public [X] Private

[ ] Storm Sewer [X] Curb/Gutter

[ ] Sidewalk [X] Street Lights

Topo: small natural slope, at/above street grade

Size: 2.49 ac +/-, based on data submitted subject to a new survey

Shape: Basically rectangular (see maps)

View: Typical

Drainage: Adequate for Normal Rainfall

Is the property located in a FEMA Special Flood Hazard Area? [ ] Yes [X] No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) A 2.49+- acre tract fronting a public maintained paved roadway. The site also has frontage on a paved service road which leads to Publix. Commerce Dr. is a divided 4-lane roadway and reduces to a 2-lane roadway. Subject is consistent to other developed tracts in the area. The overall lot size and dimensions are based on county map/adjoining legal. Final value is subject to an actual survey & acknowledgement of reverter clause.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (–) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Commerce Dr & Publix Rdwy Crestview, FL 32539	Old Bethel Rd. Crestview, FL 32536		Hwy 85 & 9th Ave. Crestview, FL 32536		Garden St. Crestview, FL 32536	
Proximity to Subject		0.69 miles NW		1.33 miles SW		0.75 miles SW	
Sales Price	$ n/a		$ 2.65/SF		$ 14.67/SF		$ 4.28/SF
Price $/SF	$		$ 370,000		$ 460,000		$ 110,000
Data Source(s)	Inspection	MLS818954, Bk.3471 pg. 2253		MLS869874 Bk3569 pg. 4290		Bk.3554 pg. 1089	
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.	Current	06/2020		08/2021		06/2021	
Location	Off Airport/Hwy. 85	Old Bethel Rd, gd		Hwy 85 & 9th, sup.		Garden St. avg.	
Site/View	cleared, est. area	old est. yard, same.		2-est. yds		cleared, sim.	
Site Area	2.49+/- acres	3.2+- ac, per MLS		0.72+-ac,		0.59+- ac, per tax	
Road Frontage	Paved, gd,400+ FF	Paved, gd, 220+ FF		Paved gd, 3 rds		Paved, gd	
Other	none	none		2-old house, no value		none	
		(Kakela)		(Junior Food Store		(Crawley)	
Sales or Financing Concessions	**N/A** N/A	none		land exchange		adjoining land-owner	
Net Adj. (Total)		[ ] + [ ] –	$	[ ] + [ ] –	$	[ ] + [ ] –	$
Indicated Value of Subject			$ 2.65		$ 14.67		$ 4.28

Comments on Market Data The above comparables adequately reflect past & current values to be found in the general area. Each comparable is similar in at least one aspect to the subject property. Comp. #1 is a recent sale with a superior sized tract with similar location. Sale #2 is also a recent sale/similar location, being on Hwy.85 in the general area. Comp. #3 is a recent sale See next page.

RECONCILIATION

Comments and Conditions of Appraisal See attached addendum.

Final Reconciliation My opinion of the Open Market Value range based on the above sales with knowledge of past and current trends is $7.00 to $8.00 per SF. Final value is $7.50 p/SF or $813,750 (108,500+- SF (2.49+- acres) x $7.50 p/SF) say $800,000. A value of 10%+-is estimated for buyer-seller motivations. F.V.with reverter estimated at $600,000 (see discussion). Final value subject to a current survey.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF February 18, 2022 TO BE $ 800,000/$600,000

Appraiser	Randy G. Bracewell	Supervisory Appraiser (if applicable)	
Date of Signature and Report	02/22/2022	Date of Signature	
Title		Title	
State Certification #		State Certification #	
ST		ST	
Or State License #	RZ589	Or State License #	
ST	FL	ST	
Expiration Date of State Certification or License	11/30/2022	Expiration Date of State Certification or License	
Date of Inspection (if applicable)	February 18, 2022	[ ] Did [ ] Did Not Inspect Property	Date of Inspection

ADDITIONAL COMPARABLE SALES

File No. 22-20

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	Commerce Dr & Publix Rdwy Crestview, FL 32539	Brookmeade & Redstone Ave Crestview, FL 32539		Long Dr Crestview, FL 32539		Industrial & Airport Rd Crestview, FL 32539	
Proximity to Subject		3.77 miles S		1.67 miles S		0.29 miles NW	
Sales Price	$ n/a		$ 9.82/SF		$ 0.72/SF		$ 5.81/SF
Price $/SF	$		$ 400,000		$ 150,000		$ 31,440,000
Data Source(s)	Inspection	BK. 3512 pg. 1950, buyer		MLS768084, Bk. 3421 pg. 1177		Bk. 3285 pg. 1445, seller	
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.	Current	12/2020		09/2019		01/2017	
Location	Off Airport/Hwy. 85	Brookmeade, sup.		Central Crest, avg.		Cor. Airport/Indus.	
Site/View	cleared, est. area	wd, est. yard		old Est. site,		Wood, typ., sup.	
Site Area	2.49+/- acres	0.935+- ac,per deed		4.79+- ac		7.78+- ac	
Road Frontage	Paved, gd,400+ FF	Paved, 2-sts.		Paved, 417+ FF		Paved, 2- 3 streets	
Other	none	old house		old site improve.		none	
		(City of Crestview)		(City of Crest/Day)		(Crestview North)	
Sales or Financing Concessions	**N/A** N/A	none		none, listed over 3+yrs.		none	
Net Adj. (Total)		☐ + ☐ –	$	☐ + ☐ –	$	☐ + ☐ –	$
Indicated Value of Subject			$ 9.82		$ 0.72		$ 5.81

Comments on Market Data with superior corner influence and overall location. Comp. #4 &5 had the same buyer. Each site has a side street location. Comp.#5 is inferior for location and overall market appeal.

Comp. #6 is an older sale of a larger tract (Publix Shopping Center) located in the same development. This tract has superior location and size, but inferior for date of sale in an upward market.

MARKET DATA ANALYSIS

08/11

FIRREA / USPAP ADDENDUM

Owner: City of Crestview | File No.: 22-20

Property Address: Commerce Dr & Publix Rdwy

City: Crestview | County: Okaloosa | State: FL | Zip Code: 32539

Client: Okaloosa County Tax Collector

Purpose

The purpose of this appraisal is to provide the appraiser's opinion of the fair market value of the subject real property, as of the effective date. The effective date is February 18, 2022.

Scope of Work

See Addendum

Intended Use / Intended User

Intended Use: The intended use of this appraisal report is to assist the client; in making a financial decision regarding possible sales price for the subject property.

Intended User(s): The client of this appraisal is Okaloosa County Tax Collector and they are the intended user. Use of this report by any other party will render it null and void.

History of Property

Current listing information: The property has not been listed for sale.

Prior sale: THREE YEAR PROPERTY HISTORY: A review of public records & other sources suggested no arms-length sale affecting the subject property.

Exposure Time / Marketing Time

A reasonable exposure period for the subject property is over 6 months given current market conditions surrounding the neighborhood.

Personal (non-realty) Transfers

Additional Comments

None

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser: Randy G. Bracewell

Signed Date: 02/22/2022

Certification or License #: RZ589

Certification or License State: FL | Expires: 11/30/2022

Effective Date of Appraisal: February 18, 2022

Supervisory Appraiser:

Signed Date:

Certification or License #:

Certification or License State: | Expires:

Inspection of Subject: ☐ Did Not ☐ Exterior Only ☐ Interior and Exterior

Supplemental Addendum

File No. 22-20

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

• Land: Scope of the Appraisal

This Appraisal Report, which is intended to comply with the reporting requirements set forth under the standards Rule 2-2a of the USPAP. The Scope of the appraisal includes the exterior inspection of the subject property, collecting, verifying and analyzing pertinent data, considering marketing trends, developing an opinion of value of the subject property and communicating the findings in this Appraisal Report.

The Scope of this report is limited to the examination of comparable sales within the subject's market area and the data recorded herein is limited to that which, in the appraisers judgement, was found to be the most comparable. Additionally, only that data available to the appraiser within a reasonable period of research time has been considered. Reported data pertaining to the physical condition of the subject property is based on the appraiser's physical observation of the site.

Only the Sales Comparison Approach was used in this appraisal. There is only one small improvement. The major value is the land therefore, the Cost Approach is not used. Land in this market is typically sold rather than leased on a long term basis. Therefore, the Income Approach is not used. There are ample sales to provide an opinion of value.

• Land: Site Comments

The appraisers have examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraisers are not surveyors, they make no guarantees, expressed or implied, regarding this determination.

A survey was not given to the appraiser. Any easements, encroachments, and exact parcel dimension will have to be determined by a new survey.

Adverse Environmental Conditions:

The value opinion in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substance or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Digital Imagery Comments:

This appraisal has digital imagery throughout, which may or may not include photographs of the subject, photos of the comparables, digital mapping for the neighborhood and a digital subject floor plan sketch. Normally, the last step of the appraisal process is placing the signature on the appraisal. For digital imagery reports, the signature of the appraiser has been digitized, primarily for security. When the appraiser places the digital signature on the report, the system encrypts the signature with a numeric "key" based on an analysis of all the data in the report. If a single byte of the report is altered in any way, the printing routine cannot come up with the same "key" and the signature will not be property decrypted and cannot print. Any "elect appraisal" report without a digital signature may have been tampered with and the report may have been altered.

None of the digital images in the report with a digital signature have been altered from the original. Password security is very strict and the software controls have been federally sanctioned for electronic transmission and approved by the Appraisal Standards Board. The images are fairly represented as original in every sense, including the digital signature and provides a reliability better than possible with manual "cut and paste" reports.

• Land: General Comments/Appraisal Conditions

The property was inspected on 02/18/ 2022. The above sales adequately "Bracket" the current value range of the market.These comparables have a value range of $0.70 to $15.00 p/SF (rd). The exclusion of high/low is $2.50 to $10.00 p/SF (rd). The difference in value is attributed to overall size, location and site improvements. None of the comparables have a reverter clause like the subject property. There are no sales known to this appraiser to abstract an adjustment for this reverter clause, but it should be addressed.

The reverter clause is included within this report for review. The client of this report would qualified for use/buying this property without activating this clause, but the market is extremely limited in demand.

The allowance for the reverter clause could be the same as the "Discount for Minority interest". The IRS typically allows up to a 25% discount without documentation. A 25% discount will be applied to the open market value of $800,000. The present value with the influence of the reverter clause is:

Open Market Value-	$800,000
x discount	x 25%
Value of Discount	- $200,000
P. V. of Property	$600,000

Owner	City of Crestview					File No.	22-20
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: Over 6 months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

APPRAISER:

Signature: Randy G. Bracewell

Name: Randy G. Bracewell

State Certification #:

or State License #: RZ589

State: FL Expiration Date of Certification or License: 11/30/2022

Date of Signature and Report: 02/22/2022

Effective Date of Appraisal: February 18, 2022

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): February 18, 2022

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

10. PRIOR ASSIGNMENT DISCLOSURE: This appraiser has not had a prior association and/or work history with this property over the past three years.

ADDRESS OF PROPERTY APPRAISED: Commerce Dr & Publix Rdwy, Crestview, FL 32539

APPRAISER:		**SUPERVISORY APPRAISER (only if required):**	
Signature:	Randy G. Bracewell	Signature:	
Name:	Randy G. Bracewell	Name:	
Date Signed:	02/22/2022	Date Signed:	
State Certification #:		State Certification #:	
or State License #:	RZ589	or State License #:	
State:	FL	State:	
Expiration Date of Certification or License:	11/30/2022	Expiration Date of Certification or License:	

☐ Did ☐ Did Not Inspect Property

Photograph Addendum

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

Street/front view

Street/interior view

Side/interior view

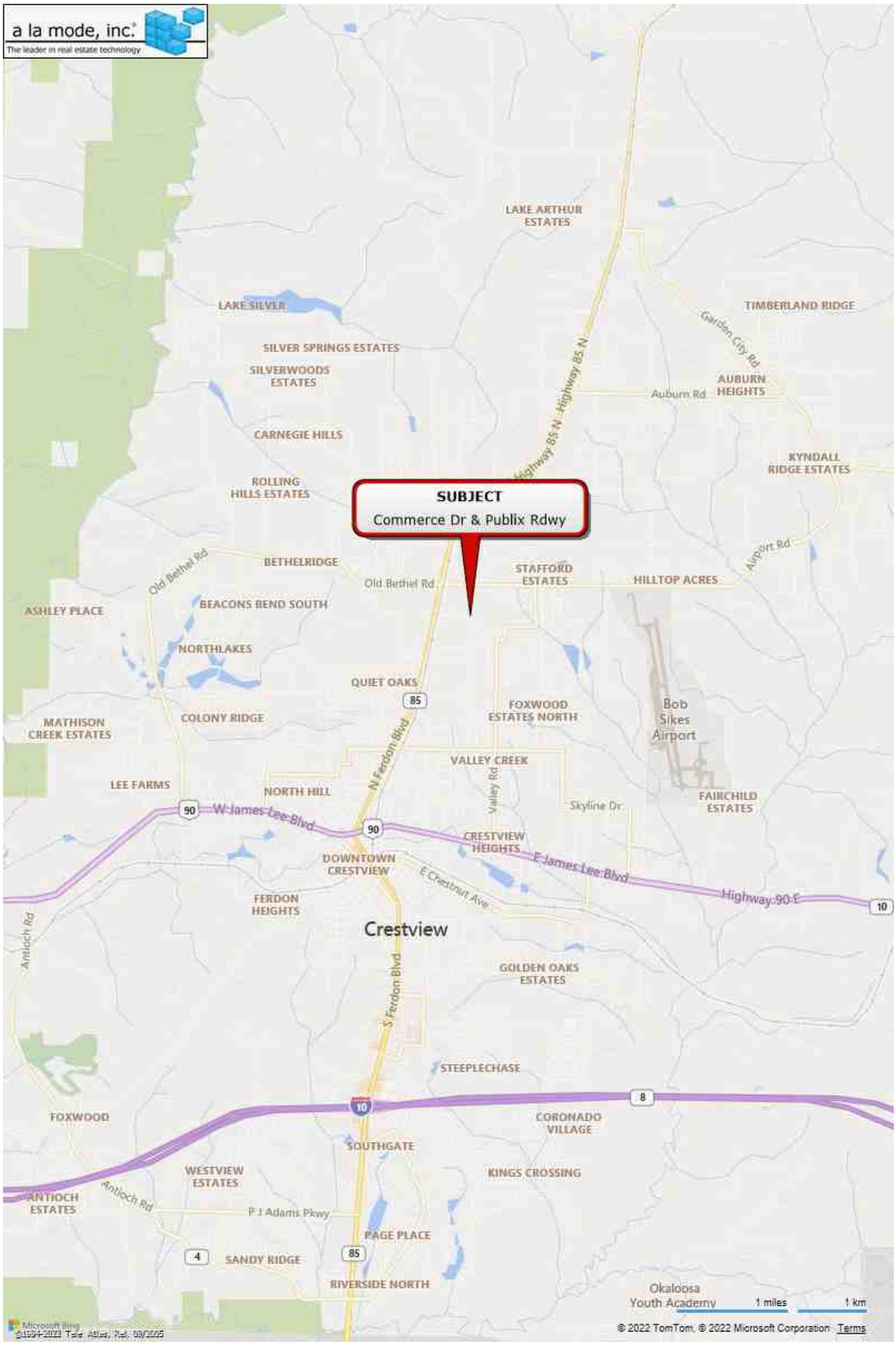
Rear view

Street view of Publix Roadway

Street/side view

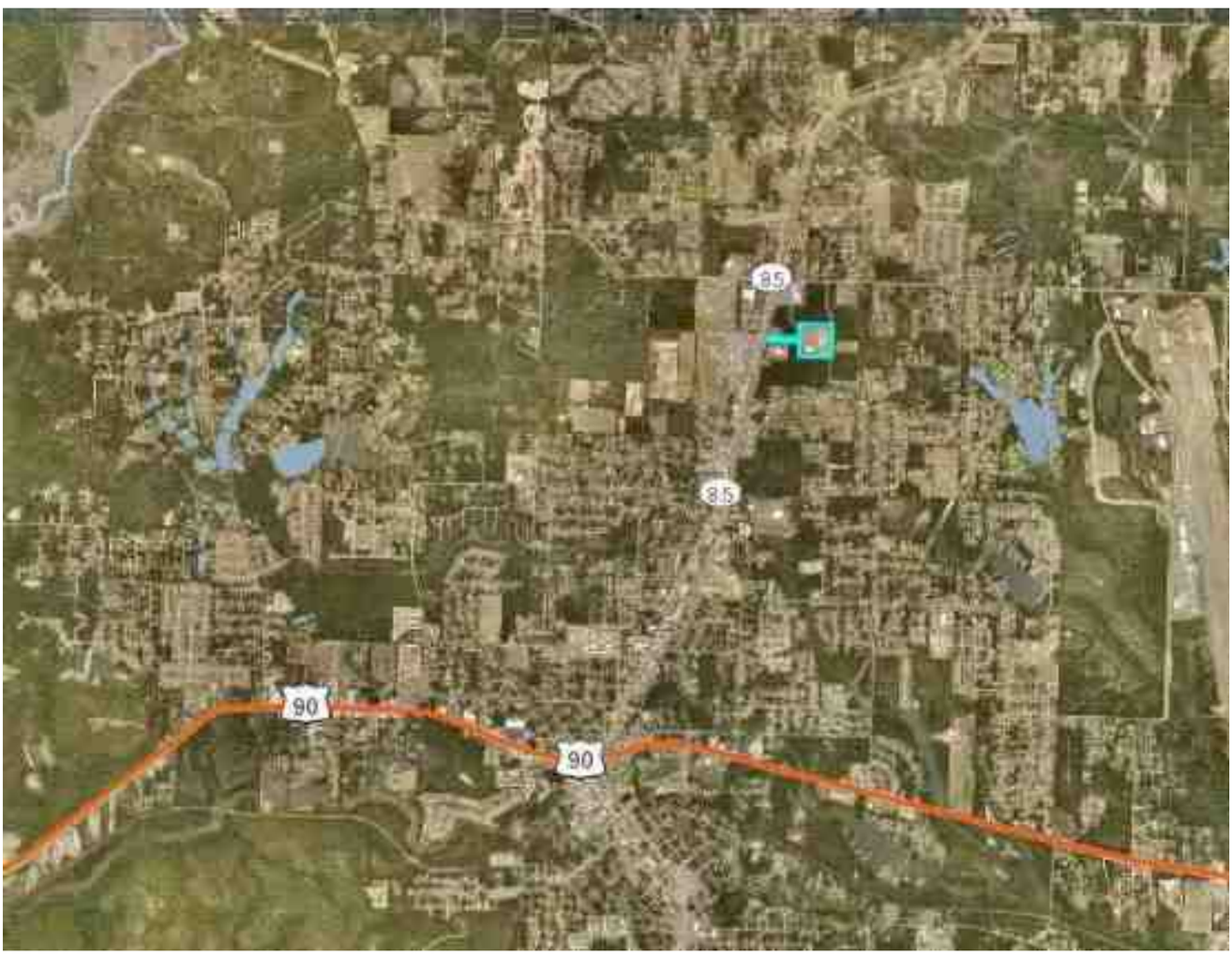
Location Map

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						



Neighborhood Aerial Map

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						



Legal Descriptions

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

** OFFICIAL RECORDS **
BK 2261 PG 1816

DESCRIPTION (Portion Thereof)
(AS PREPARED BY SOUTHERN ENGINEERING GROUP, P.A.)
PARCEL 1

PROPOSED CIVIC COMPLEX
COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1328.27 FEET; THENCE, DEPARTING THE WEST LINE OF SAID SECTION 4, PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 413.51 FEET; THENCE PROCEED SOUTH 11 DEGREES 49 MINUTES 42 SECONDS WEST, A DISTANCE OF 129.56 FEET; THENCE PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 766.85 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 00 DEGREES 11 MINUTES 11 SECONDS EAST, A DISTANCE OF 354.17 FEET; THENCE PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 808.33 FEET; THENCE PROCEED SOUTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, A DISTANCE OF 808.33 FEET; THENCE PROCEED NORTH 89 DEGREES 48 MINUTES 49 SECONDS WEST, A DISTANCE OF 808.33 FEET; THENCE PROCEED NORTH 00 DEGREES 11 MINUTES 11 SECONDS EAST, A DISTANCE OF 454.17 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 15.00 ACRES, (653397.39 SQUARE FEET), MORE OR LESS.

Recorders Memo:
Legibility of some entries on this page/document not suitable for Microfilming/Imaging records.

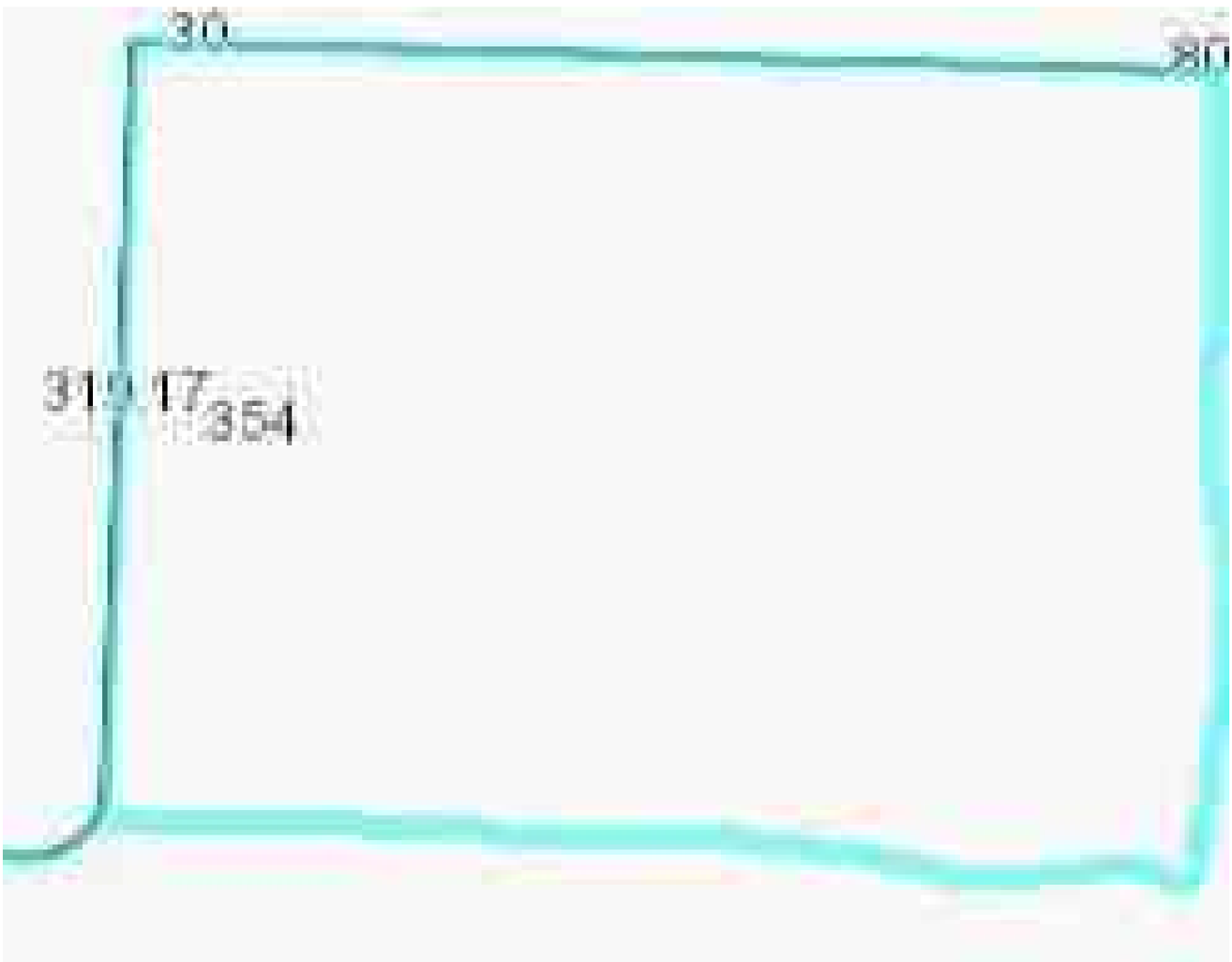
DESCRIPTION (Portion Thereof)
(AS PREPARED BY SOUTHERN ENGINEERING GROUP, P.A.)
PARCEL 2

COMBINED ROAD PARCEL
COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1328.27 FEET; THENCE, DEPARTING THE WEST LINE OF SAID SECTION 4, PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 413.51 FEET; THENCE PROCEED SOUTH 11 DEGREES 49 MINUTES 42 SECONDS WEST, A DISTANCE OF 129.56 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 766.85 FEET; THENCE PROCEED SOUTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE PROCEED NORTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 787.45 FEET; THENCE PROCEED NORTH 11 DEGREES 49 MINUTES 42 SECONDS EAST, A DISTANCE OF 102.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 1.78 ACRES, (77715.03 SQUARE FEET), MORE OR LESS.

PAGE 1 OF EXHIBIT "A" TO WARRANTY DEED

Tax Atlas Map

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

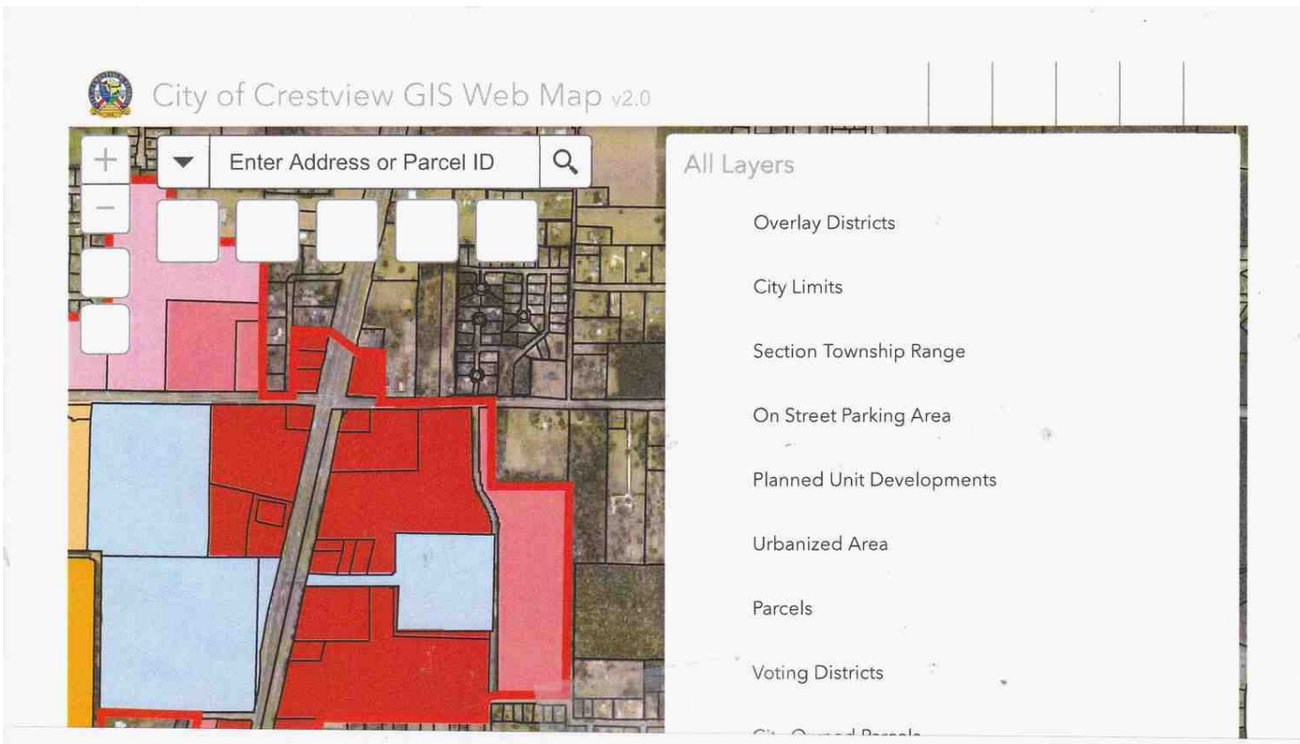


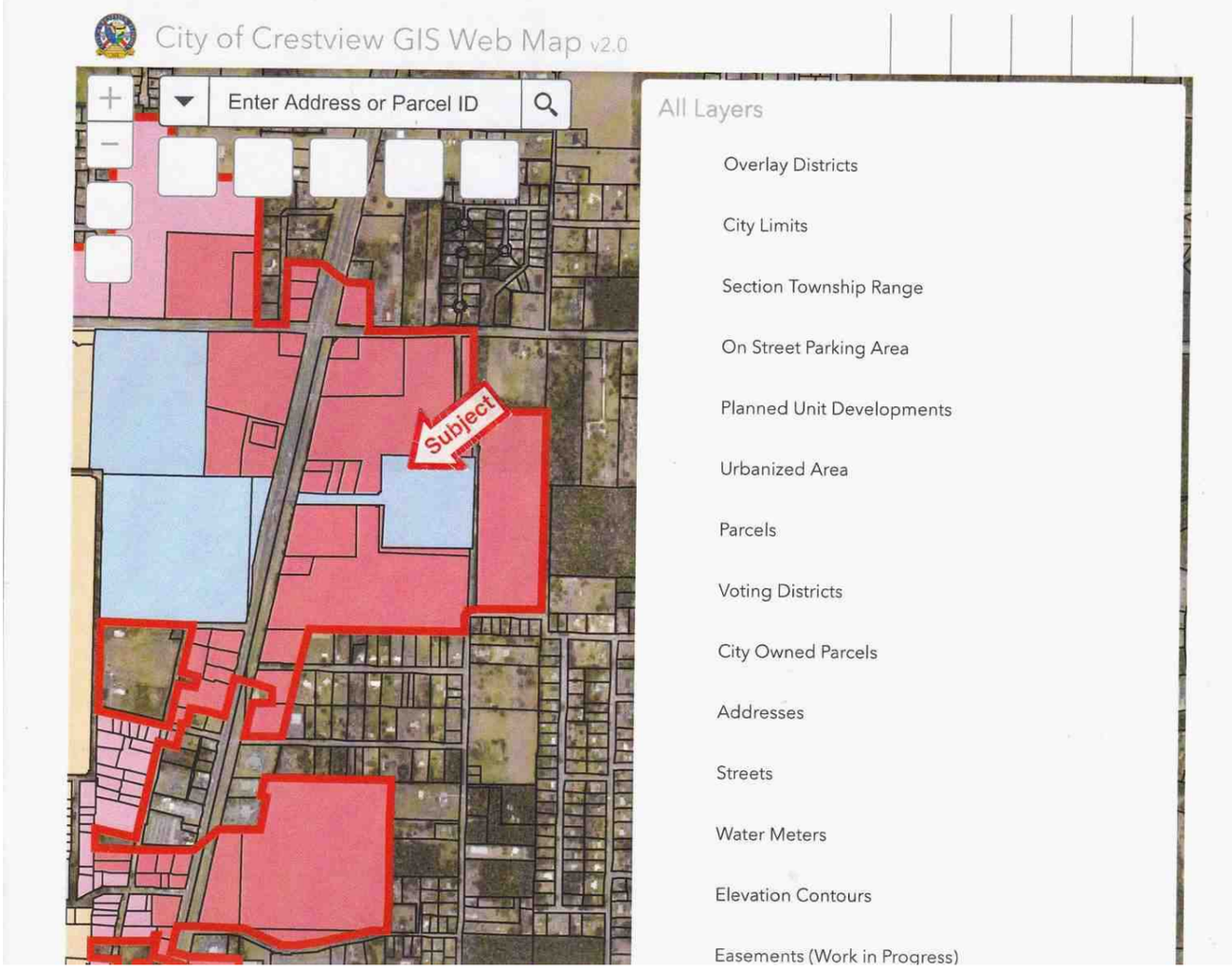
Aerial Photo

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

Zoning/Land Use Map

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						





Deed

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

33.60
1.60
.70

** OFFICIAL RECORDS **
BK 2261 PG 1811

FILE # 1788594 RCD: Aug 18 2000 @ 03:00PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

Deed Doc Stamps $.70 D.C. Pat Fuller

THIS INSTRUMENT PREPARED BY:

BEN L. HOLLEY
Attorney at Law
P. O. Box 1238
Crestview, FL 32536

PROPERTY APPRAISERS ID#: 04-3N-23-0000-0025-0000

WARRANTY DEED

This Warranty Deed, made the 16th day of August, 2000, by ANDREW F. GIESEN, JR., GEORGE B. GIESEN, J. LADON DEWRELL and CHARLES W. CLARY, hereinafter called the Grantors, to THE CITY OF CRESTVIEW, FLORIDA, a municipal corporation, whose address is Post Office Box 1209, Crestview, Florida 32536, hereinafter called the Grantee.

WITNESSETH, that the Grantors, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land, situate in Okaloosa County, State of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF BY REFERENCE

THIS IS NOT THE HOMESTEAD PROPERTY OF GRANTORS.

Provided, however, that if Parcel 1 shall ever be used for any purpose other than city administrative offices, city library, community center, or other governmental administrative

1

Deed

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

** OFFICIAL RECORDS **
BK 2261 PG 1812

offices, or Parcels 2 through 4 of the property shall ever be used for any purpose other than public roads, stormwater drainage and/or public utility easements that the title to the parcel or parcels used for any purpose not permitted hereby, shall automatically revert to the Grantors.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1999.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

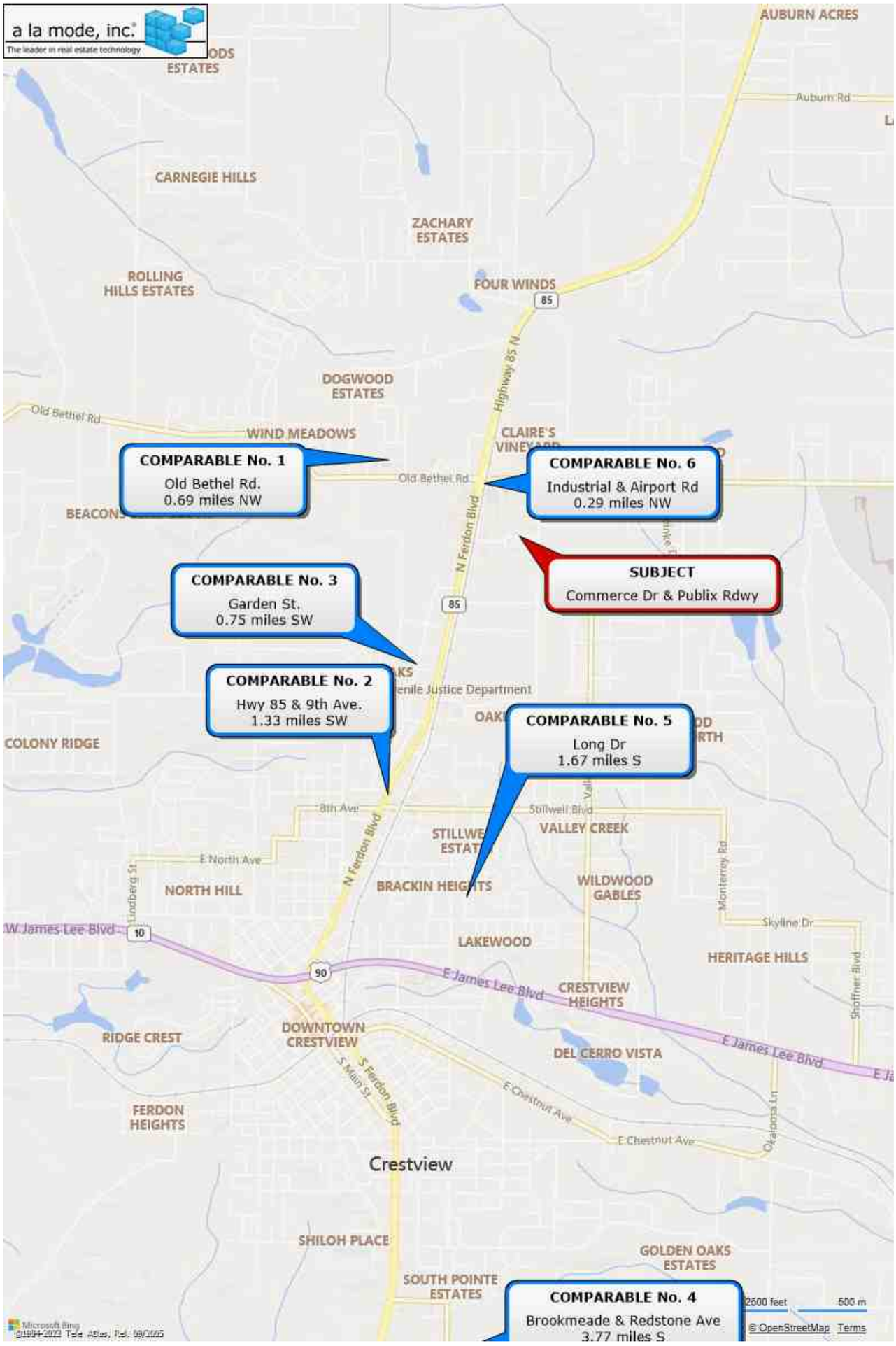
Signed, sealed and delivered by
ANDREW F. GIESEN, JR. in the
presence of:

Nancy L. Best
SIGNATURE OF WITNESS
NANCY L. BEST
PRINTED NAME OF WITNESS
Donna R. Holsworth
SIGNATURE OF WITNESS
DONNA R. HOLSWORTH
PRINTED NAME OF WITNESS

Andrew F. Giesen Jr.
ANDREW F. GIESEN, JR.
558 Mooney Road
Ft. Walton Beach, FL 32547

Comparable Sales Map

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						



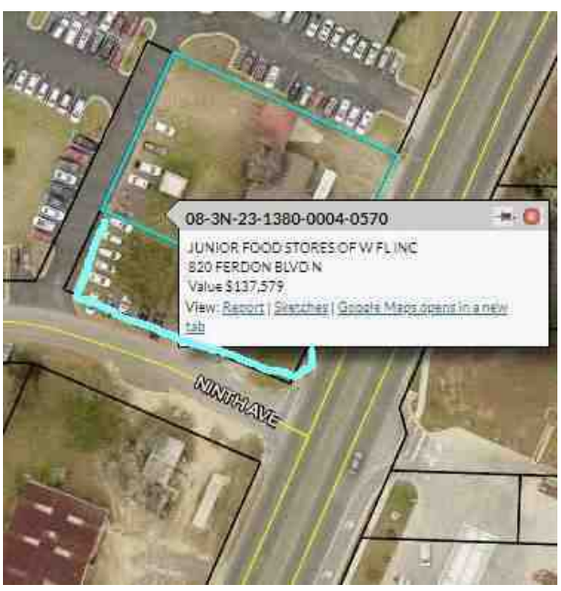
Comparable Photo Page

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

Comparable 1

Old Bethel Rd.

Prox. to Subject	0.69 miles NW
Sale Price	2.65/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Old Bethel Rd, gd
View	old est. yard, same.
Site	
Quality	
Age	



Comparable 2

Hwy 85 & 9th Ave.

Prox. to Subject	1.33 miles SW
Sale Price	14.67/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Hwy 85 & 9th, sup.
View	2-est. yds
Site	
Quality	
Age	

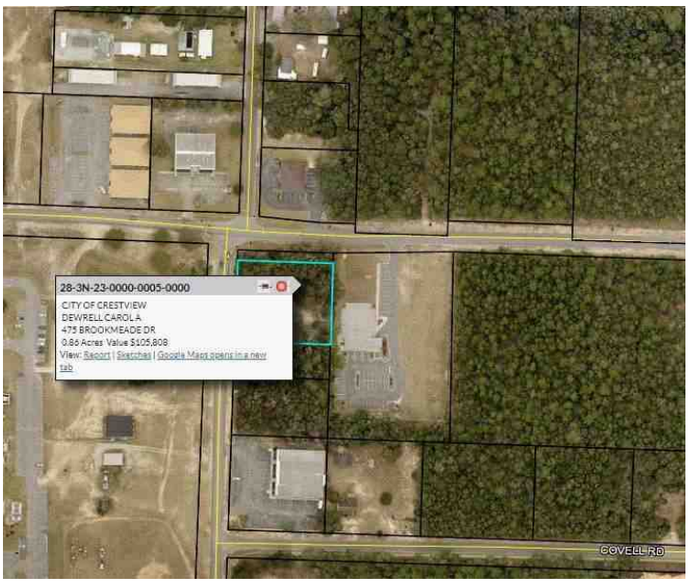
Comparable 3

Garden St.

Prox. to Subject	0.75 miles SW
Sale Price	4.28/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Garden St. avg.
View	cleared, sim.
Site	
Quality	
Age	

Comparable Photo Page

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						



Comparable 4

Brookmeade & Redstone Ave

Prox. to Subject	3.77 miles S
Sale Price	9.82/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Brookmeade, sup.
View	wd, est. yard
Site	
Quality	
Age	

Comparable 5

Long Dr

Prox. to Subject	1.67 miles S
Sale Price	0.72/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Central Crest, avg.
View	old Est. site,
Site	
Quality	
Age	

Comparable 2

Industrial & Airport Rd

Prox. to Subject	0.29 miles NW
Sale Price	5.81/SF
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Cor. Airport/Indus.
View	Wood, typ., sup.
Site	
Quality	
Age	

Engagement Letter

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

randy@crestviewhomes.com

From: Benjamin F. Anderson <BAnderson@OkaloosaTax.com>
Sent: Wednesday, February 3, 2021 4:03 PM
To: Randy Bracewell (Randy@CrestviewHomes.com)
Subject: Appraisal - Vacant Parcel, Commerce Drive, Crestview

Hello Randy,

Please move forward with the land appraisal on the vacant parcel on Commerce Drive. This parcel is directly east of the U.S. Post Office, and west of the City of Crestview Library. You indicated you will complete the appraisal on a Land Form and complete it in approximately 3 weeks; the fee is $900.00.

It may be more appropriate to render a value on a per acre basis. At this time we are not sure of exact site dimensions, although we anticipate the site to be 2+- acres. At your suggestion we will try to extrapolate measurements based on surrounding parcels and legal descriptions; I will follow up with you on this.

Please confirm zoning and identify any easements for drainage, roadway, or other encumbrances that your research might discover.

With kind regards,

Ben

Benjamin F. Anderson
Tax Collector for Okaloosa County
850-689-5300 cell/text

Any e-mail or attachment sent to or received from this e-mail address may be considered a "public record" as defined by Chapter 119, Florida statutes and is subject to disclosure as a public record in absence of an exemption established by law.

1

21-25

Certification

Owner	City of Crestview						
Property Address	Commerce Dr & Publix Rdwy						
City	Crestview	County	Okaloosa	State	FL	Zip Code	32539
Client	Okaloosa County Tax Collector						

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr Florida

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BRACEWELL, RANDY G
499 N FERDON BLVD
CRESTVIEW FL 32536

LICENSE NUMBER: RZ589

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF CRESTVIEW Item # 10.4.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/8/2022
SUBJECT:	Discussion to sell three acres of City-owned property located on Old Bethel Road to Harrisburg LLC.

BACKGROUND:

In August, 2016, the City acquired three acres of real property on Old Bethel Road for the intended purposes of constructing a new fire station. Since that time, plans for the new fire station have changed as growth patterns emerged that reflected growth in areas that could be best served with a fire station in a different location.

DISCUSSION:

When originally acquired, this property was in an area of growth that was under-served from existing City fire stations or adjoining fire districts. Since that time, growth has occurred in this area but more growth than anticipated in other annexed areas has also occurred. In addition, the City's relationship with North Okaloosa Fire District has strengthened. These factors, coupled with the realities of a very challenging site for construction activities due to significant slopes, has led staff to believe this site is not ideal for construction of a new fire station that will best serve the most densely populated areas of our growing City.

The successor to the original seller when the City acquired the property approached the City about purchasing the property back from the City. The City Attorney's staff was of the opinion that, due to the slope and existing erosion challenges on the site, the original purchase price was a good offer and that the City could not likely expect more in a prolonged listing arrangement due to the site difficulties. As such, staff believes the sale of the property for $75,000 is in the City's best interests.

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

Staff recommends that the funds from this sale be set aside in restricted reserves for a future facility project.

RECOMMENDED ACTION

Staff respectfully requests the Council deem the subject property as surplus and approve the sales contract with Harrisburg, LLC for $75,000. In addition, staff requests that the Council authorize the City Manager to sign all documents necessary to effectuate the terms of the contract for sale, including affidavits, closing statements and a deed.

Attachments

1. City of Crestview Contract on 3 acres Harrisburg 9 7 22

Florida Vacant Land Contract

1. **PARTIES: City of Crestview ("Seller")** and Harrrisburg LLC **("Buyer")** hereby agree that Seller shall sell, and Buyer shall buy the following described Real Florida Property on the terms and conditions as described as:

2. **PROPERTY:**

Legal Description**: BEG NE COR SE1/4 OF SE1/4 S 190.88FT N88 DEG W 399.86FT N 195.77FT TO S R/W OLD BETHEL RD N57 DEG E ALG R/W 313.94FT TO CRV THC ALG CRV 150.37FT THC DEPART R/W S 224.21FT TO POB** County Okaloosa, Parcel ID: _**36-4N-24-0000-0002-0020**, Address: Old Bethel Road, Crestview, Florida Zip: 32536

3. **PURCHASE PRICE:** …… $75,000

Earnest Money Deposit	$5,000
Balance Due at Closing	$70,000

4. **CASH/FINANCING:**

(a) ☐ Buyer will pay cash for the Property with no financing contingency.

5. **CLOSING DATE:** This contract will be closed, and the deed and possession delivered on or before September 30, 2022, unless specifically extended, or by any other provision in this Contract.

6. **CLOSING PROCEDURE; COSTS:** Closing will take place with the specified Escrow. Buyer may either prepare the Deed or have a Title Agent draft same.

7. **INGRESS AND EGRESS:**

Seller warrants and represents that there is ingress and egress to the Real Property subject for its intended use as residentially zoned land.

8. **LIENS:**

Seller shall furnish at closing an affidavit attesting to the absence of any liens, or potential liens against the property as a result of non-payment of services performed by workmen or contractors for any improvements added to the property.

9. **EFFECTIVE DATE; TIME:**

The "Effective Date" of this contract is the date on which the last of the parties' initials or signs the contract.

10. COMPLETE AGREEMENT:
This contract is the entire agreement between Buyer and Seller. Modifications of this contract will not be binding unless in writing, signed or initialed and delivered by the patty to be bound. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or Unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in Performing all obligations under this Agreement. This document will not be recorded in any public records.

11. ASSIGNABILITY:
Buyer may not assign this Contract without Seller's written consent. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns of Buyer and Seller.

12. ESCROW AGENT:
Buyer and Seller authorize Escrow Agent, if utilized, to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract. Escrow Title Agent to be:

13. RESTRICTIONS; EASEMENTS; LIMITATIONS:
Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by government authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record. The property is platted and zoned for residential housing purposes.

14. FAILURE OF PERFORMANCE:
If Buyer fails to perform on this Contract within the time specified, then the deposits made by the Buyer may be recovered and retained by and for the account of the Seller as liquidated damages for non-performance of Buyer's contractual obligations. If for any reason Seller is unable to deliver marketable title, as a result of liens, claims or fees against the property, then any funds paid by Buyer will be returned at which time the contract will be terminated without further recourse by either party.

15. NOTICES:
All notices will be made to the parties by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item given to or received by an Attorney representing a party will be as effective as if given to or by that party.

16. ADDITIONAL TERMS: Buyer's manager is a licensed real estate broker. If an extension of closing beyond September 30, 2022 is needed buyer will deposit another $5,000 to be credited toward purchase price to extend closing until October 31, 2022.

_____
_____
_____
_____
_____
_____
_____

17. ACCEPTANCE OF PARTIES:

By signing below, Seller accepts to Sell, and Buyer accepts to Buy under the terms of this contract agreement.

Buyer: Harrisburg LLC

_____Date: _____

Doug Harris MGR.
116 Nautical Way
Panama City Beach FL 32413
850-259-2683

Seller: City of Crestview

By: _____ Date: _____

198 N. Wilson St.
Crestview FL 32536

CITY OF CRESTVIEW Item # 10.5.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	8/30/2022
SUBJECT:	Mae Reatha Coleman Crestview Citizen of the Year Committee

BACKGROUND:
Per Resolution 2020-14, the Selection Committee shall remain in place until dissolution by the City Council. The City Council nominates those to serve on the Selection Committee to select the recipient.

DISCUSSION:
The application for nominating the next Mae Reatha Coleman Crestview Citizen of the Year will be posted on September 1, 2022. The applications will be accepted from October 1 to November 1, 2022. The Selection Committee will convene in November and the recipient will be voted on the first meeting in December. Current Committee members include:

- Dr. Naomi Barnes
- Ryan Price
- Pearl McKay
- Hannah Wilburn
- Patrick O'Malley

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

Budgeted item

RECOMMENDED ACTION

Staff respectfully requests that the City Council dissolve the current Selection Committee and each member appoint one member who resides in their respective district or who has a vested interest in the city to serve on the 2023 Selection Committee.

Attachments

None

CITY OF CRESTVIEW Item # 12.1.

Staff Report

CITY COUNCIL MEETING DATE: September 12, 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:	9/8/2022
SUBJECT:	Financial Update - Finance Director

BACKGROUND:
This is a presentation of the monthly financial statements as required by the City Charter.

DISCUSSION:
Attached are the Unaudited Schedules of Revenues & Expenditures for the month and year to date ending July 31, 2022. During our review of the Schedule of Revenues & Expenditures, certain variations were noted for which explanations have been provided with the corresponding fund financial statement.

Please note that most funds include a budget amount in a revenue account titled "Other Sources". This includes cash carryforward (fund balance) from the previous year. Therefore, the percent of budget will typically reflect a low percentage.

GOALS & OBJECTIVES
This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
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 attached provides unaudited revenue and expenditure information for July 31, 2022.

RECOMMENDED ACTION

No action is required for this item.

Attachments

1. Monthly Financial Report Month Ended July 2022

CITY OF CRESTVIEW, FLORIDA

MONTHLY FINANCIAL REPORT

July 31, 2022

CITY OF CRESTVIEW
Monthly Financial Report
Table of Contents
July 31, 2022

General Fund 3

Special Revenue Fund (Building & Permitting) 4

Special Revenue Fund (CRA) 5

Capital Improvements Fund 6

Utility Fund 7

Sanitation Fund 8

Stormwater Fund 9

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

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Taxes	$ 13,444,486	$ 13,444,486	$ 375,794	$ 13,046,887	97.04%
Permits, Fees, Special Assessments	1,545,500	1,545,500	204,615	1,709,201	110.59%
Intergovernmental Revenue	7,477,532	7,477,532	712,261	6,559,034	87.72%
Charges for Services	240,500	247,500	20,569	320,336	129.43%
Judgments, Fines & Forfeites	310,000	310,000	6,604	242,098	78.10%
Miscellaneous Revenues	251,300	251,300	115,845	396,708	157.86%
Other Sources	4,039,890	4,230,085	-	2,575,100	60.88%
Total Revenues	**$ 27,309,208**	**$ 27,506,403**	**$ 1,435,688**	**$ 24,849,364**	**90.34%**
Expenditures					
Mayor	$ 107,309	$ 103,510	$ 9,359	$ 86,576	83.64%
City Clerk	164,753	179,103	17,473	165,683	92.51%
General & Administrative	2,933,746	2,881,701	11,672	1,863,016	64.65%
Administration:					
City Manager	296,045	296,045	29,704	248,732	84.02%
Human Resources	336,085	336,085	27,543	256,892	76.44%
Information Technology	698,722	700,487	36,379	522,566	74.60%
Public Information Officer	141,826	141,061	10,958	124,160	88.02%
Finance	592,547	596,547	56,602	444,213	74.46%
Public Works Administration*	339,868	371,748	30,783	210,617	56.66%
Maintenance	311,842	316,842	26,616	260,836	82.32%
Police	6,012,840	6,192,067	538,147	4,510,803	72.85%
Fire	4,820,689	4,853,791	482,236	4,318,439	88.97%
Fire Department - Dispatch	1,096,433	1,097,833	96,378	859,015	78.25%
Recreation & Enrichment Services:					
Administration	203,537	203,537	21,381	165,600	81.36%
Athletics & Recreation**	788,869	820,069	105,182	2,215,447	270.15%
Library	803,352	803,352	76,498	635,303	79.08%
Special Events & Programs	137,825	137,825	10,404	115,100	83.51%
Cultural Services	71,567	70,567	6,892	53,100	75.25%
1/2 Cent Sales Tax***	2,921,908	2,742,173	-	228,729	8.34%
Streets****	2,326,968	2,290,088	138,663	1,485,977	64.89%
Animal Services*****	-	167,995	24,089	175,158	104.26%
Code Enforcement	137,744	137,744	13,795	97,210	70.57%
Planning & Zoning	828,692	832,192	55,483	483,054	58.05%
Building & Facility Maintenance	1,236,041	1,234,041	117,531	867,903	70.33%
Total Expenditures	**$ 27,309,208**	**$ 27,506,403**	**$ 1,943,768**	**$ 20,394,129**	**74.14%**

Note: This report reflects the revenues collected and expended in the month of July and year ending July 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.
****Personnel costs are lower than anticipated, engineering services have not yet been received.***
*****Includes expenditures for the Blackwater Project, specifically, the Mammoth Sports Complex final invoice.***
******Primarily debt service and operating transfers to be made at year end.***
*******Street resurfacing underway.***
********Animal Services expenditures for improvements to the facility were higher than anticipated as a result of the economic climate, cash carryforward will be utilized to offset the deficits.***

SPECIAL REVENUE FUND

BUILDING AND PERMITTING

SCHEDULE OF REVENUES AND EXPENSES

BUDGET AND ACTUAL

July 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Building Permits	$ 579,430	$ 579,430	$ 104,074	$ 602,553	103.99%
Other Sources	163,898	163,898	-	-	0.00%
Total Revenues	**$ 743,328**	**$ 743,328**	**$ 104,074**	**$ 602,553**	**81.06%**
Expenditures					
Personnel Cost*	$ 453,734	$ 453,734	$ 37,131	$ 258,849	57.05%
Operating Expenses**	289,594	289,594	4,337	81,822	28.25%
Total Expenditures	**$ 743,328**	**$ 743,328**	**$ 41,468**	**$ 340,671**	**45.83%**

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

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

****Personnel costs are down due to staffing turnover.***
*****Improvements project has not yet commenced.***

SPECIAL REVENUE FUND
COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
July 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Intergovernmental Revenue*	$ 339,555	$ 335,386	$ -	$ 85,186	25.40%
Miscellaneous	3,000	3,000	86	1,592	53.08%
Other Sources	994,072	1,071,583	-	162,395	15.15%
Total Revenues	**$ 1,336,627**	**$ 1,409,969**	**$ 86**	**$ 249,173**	**17.67%**
Expenditures					
Contractual Services**	$ 476,000	$ 476,000	$ 43,970	$ 338,270	71.07%
Operating Supplies	9,650	12,950	220	6,979	53.89%
Advertising	19,500	16,900	9	1,996	11.81%
Dues & Subscriptions	1,500	1,900	100	1,517	79.84%
Rewards & Recognition	-	100	-	-	0.00%
Training	1,000	1,000	-	-	0.00%
Improvements	507,977	581,319	47,588	382,721	65.84%
Interfund Transfer	19,000	19,000	-	100	0.53%
Equipment	2,000	800	-	127	15.93%
Awning Improvement Grant***	300,000	300,000	-	36,019	12.01%
Total Expenditures	**$ 1,336,627**	**$ 1,409,969**	**$ 91,887**	**$ 767,729**	**54.45%**

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

****Bush House completed, request for reimbursement grant in progress.***
*****Contractual services expenditures are fully encumbered, yet partially disbursed.***
******Awning improvement grant applications in progress.***

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

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Other Financial Assistance*	$ 2,223,384	$ 2,223,384	$ -	$ -	0.00%
Other Sources**	9,443,705	9,443,705	-	-	0.00%
Total Revenues	$ 11,667,089	$ 11,667,089	$ -	$ -	0.00%
Expenditures					
General & Administrative	$ 150,809	$ 150,809	$ 14,375	$ 54,777	36.32%
Public Safety***	1,307,996	1,307,996	2,104	12,704	0.97%
Physical Environment****	8,812,884	8,812,884	182,075	813,103	9.23%
Transportation****	1,395,400	1,395,400	-	15,783	1.13%
Total Expenditures	$ 11,667,089	$ 11,667,089	$ 198,554	$ 896,367	7.68%

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

****ARPA (American Rescue Plan Act) collections will be near the fiscal year end.***
*****Other sources of revenue include operating transfers not yet made.***
******Fire training tower project is underway expenditures not yet encumbered.***
******** Capital improvement projects to commence in near future.***

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

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Impact Fees*	$ 430,000	$ 430,000	$ 45,400	$ 788,500	183.37%
Other Financial Assistance**	1,408,271	1,408,271	-	-	0.00%
Charges for Services	8,173,687	8,173,687	721,411	7,088,089	86.72%
Miscellaneous Revenue	20,000	20,000	1,444	15,450	77.25%
Other Sources	777,961	777,961	-	44,513	5.72%
Total Revenues	**$ 10,809,919**	**$ 10,809,919**	**$ 768,255**	**$ 7,936,552**	**73.42%**
Expenditures					
General & Administrative***	$ 5,217,175	$ 4,410,173	$ 83,669	$ 1,424,673	32.30%
Public Works Administration	747,080	717,980	69,488	547,435	76.25%
Finance - Utility Office	468,829	468,829	58,445	385,606	82.25%
Water****	1,840,149	2,244,813	202,098	2,640,792	117.64%
Sewer	1,322,187	1,415,187	124,455	1,132,629	80.03%
Wastewater*****	1,214,499	1,552,937	93,998	1,858,939	119.70%
Total Expenditures	**$ 10,809,919**	**$ 10,809,919**	**$ 632,153**	**$ 7,990,074**	**73.91%**

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

****Majority of fees collected are attributed to the residential impact fees incurred by the Iron Horse Townhome development.***
*****ARPA (American Rescue Plan Act) collections will be near the fiscal year end.***
******Largest expenditures in this division are debt service payments which will be disbursed later in the year.***
*******Largest expenditure in this division was for the Antioch elevated water tank in the amount of: $876,121.***
********Solids Handling expenditures to be reclassified to the Capital Improvements Fund at year end.***

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

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Garbage Fees	$ 4,000,000	$ 4,000,000	$ 341,289	$ 3,551,205	88.78%
Penalties	55,000	55,000	5,423	53,271	96.86%
Franchise Fees	208,000	208,000	17,299	198,428	95.40%
Total Revenues	**$ 4,263,000**	**$ 4,263,000**	**$ 364,011**	**$ 3,802,904**	**89.21%**
Expenditures					
Garbage/Solid Waste	$ 4,263,000	$ 4,263,000	$ 287,800	$ 3,255,124	76.36%
Total Expenditures	**$ 4,263,000**	**$ 4,263,000**	**$ 287,800**	**$ 3,255,124**	**76.36%**

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

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

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Stormwater Fees	$ 395,100	$ 395,100	$ 33,226	$ 348,579	88.23%
Other Financial Assistance	238,162	238,162	-	-	0.00%
Total Revenues	**$ 633,262**	**$ 633,262**	**$ 33,226**	**$ 348,579**	**55.04%**
Expenditures					
Personnel Cost	$ 291,325	$ 291,325	$ 25,850	$ 183,026	62.83%
Operating Cost*	341,937	341,937	15,635	167,743	49.06%
Total Expenditures	**$ 633,262**	**$ 633,262**	**$ 41,485**	**$ 350,769**	**55.39%**

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

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