



**CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 23, 2023
6:00 P.M.
CITY COUNCIL CHAMBERS**

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

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Reverend John Ferguson of Oak Ridge Assembly of God

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Recognition of Anna Florence

6. Consent Agenda

6.1. Water Utility System Hydraulic Modeling Task Order

6.2. Memorandum of Understanding - Crestview Dental Office

6.3. Update Purchasing Manual

6.4. General Engineering and Consulting Services Task Order 2023-02

6.5. Design and Bidding for Utilities on the Bypass Roadway - Task Order 2023-03

6.6. Memorandum of Understanding - Dollar General

6.7. Approval of January 9, 2023 City Council Regular Meeting Minutes

6.8. Approval of January 9, 2023 City Council Special Meeting of the Mae Reatha Coleman Citizen of the Year Minutes

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1912 - Highway 90 West Annexation

7.2. Ordinance 1913 - Highway 90 West Comprehensive Plan Amendment

7.3. Ordinance 1914 - Highway 90 West Rezoning

- 7.4. Ordinance 1915 - Amending Chapter 6 of the Land Development Code
- 7.5. Ordinance 1916 - Code Enforcement Mitigation
- 8. Ordinances on First Reading**
- 9. Resolutions**
- 10. Action Items**
- 11. City Clerk Report**
- 12. City Manager Report**
 - 12.1. Financial Report
 - 12.2. Report to City Council - Wayne Steele on Capital Projects
- 13. Comments from the Mayor and Council**
- 14. Comments from the Audience**
- 15. Adjournment**

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



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jean McCarthy
DATE: 1/9/2023
SUBJECT: Recognition of Anna Florence

BACKGROUND:

Anna Florence will retire this month, having served the City of Crestview through her work at the Robert L.F. Sikes (Crestview) Public Library for over 36 years, from October 8, 1986, through January 31, 2023.

DISCUSSION:

Anna began her career with the City of Crestview on October 8, 1986, at the Robert L. F Sikes library building at Twin Hills Park. She recalls stamping due dates into cards affixed inside books when membership cards and materials reference were housed in card catalogs.

Anna was part of the library staff when the Okaloosa County Public Library Cooperative was established in October of 1997 by the cities of Crestview, Niceville, and Mary Esther to provide wider access of information, materials, and service across the county.

In June of 2002, Anna helped the city transition into the brand new library in its present location. Anna assisted as the library embraced new technology. Software for library circulation management replaced cards and rubber date stamps. Computers and technology assistance have become a regular part of library services. More and more reference and reading materials became available digitally. Anna was there to assist the community in navigating this new format.

In 2019, the current director started her position. Anna was invaluable in assisting this director in fulfilling her new role. She provided over 30 years of institutional knowledge and acquired wisdom. Anna's patience and expertise constituted figurative "training wheels".

Anna continued to provide guidance and support as the city, along with the rest of the world, encountered the COVID-19 pandemic. She assisted in reimagining services to provide assistance to our community when the established methods posed risks to the health of patrons and staff. She kept everyone focused and grounded as the library again implemented new technology.

With an exemplary work ethic, dependability and trustworthiness, Anna was recognized as the City of Crestview Employee of the Year in October 2022. Anna's dedication to her team, the library, and the city was and is foundational to the library's high-functioning, cohesive team. Anna's dedication and compassion have made the library staff a family. Concluding 36 years of selfless, dedicated service, Anna has decided to pursue new adventures with her husband, William. Anna will be missed more than words can express.

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.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

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: 1/19/2023
SUBJECT: Water Utility System Hydraulic Modeling Task Order

BACKGROUND:

Continued growth in Crestview, in terms of both population and area, has placed burdens on the potable water distribution system. In order to accurately evaluate the current service delivery level, as well as determine the correct path forward to effectively serve new areas and those planned for annexation, an accurate water model is needed. This Task Order will be completed by Barge Design Solutions, Inc., and will provide a complete hydraulic model of the City's potable water system.

DISCUSSION:

The City of Crestview Water Division manages and operates a water distribution system that consists of two pressure zones and over 150 miles of water distribution mains ranging from 1-inch to 12-inches in diameter. Customers are provided water from multiple wells and elevated water storage tanks located throughout the system. This project will provide the City with an updated and calibrated hydraulic model that will be used to evaluate the existing system and help the City in planning for the future.

The updated, calibrated hydraulic model will assist the City with the following:

1. Identifying water pressure and fire flow issues within the system.
2. Identifying pipe, supply capacity, and flow issues within the system.
3. Evaluating the impact on the existing system for new developments.
4. Determining optimal locations for future storage tanks and well sites.
5. Identifying future capital improvement projects.

GOALS & OBJECTIVES

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FINANCIAL IMPACT

The cost for the water distribution hydraulic model is \$128,500. This will be funded from account #332.1633.533.6300 - Capital Fund Water Division Improvements Account.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Mayor to execute Task Order 2023-1 to proceed with the Water Utility System Hydraulic Modeling.

Attachments

1. TO3 Water Hydraulic Model 2023-01-04_Final1



This Task Order, effective the date last signed below, by and between City of Crestview, Florida (**City**) and Barge Design Solutions, Inc. (**Barge**) for the **Water Utility System Hydraulic Modeling** (Project) is in accordance with the terms and conditions of the Professional Engineering Continuing Services Contract dated May 11, 2021, as renewed/extended August 12, 2022, and as amended January 9, 2023 (Agreement), all of which terms and conditions are incorporated herein by reference.

The Project is described in **Exhibit A – Scope of Services**, attached.

For performance of the Project authorized under this Task Order, **Client** agrees to pay **Barge** for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with **Exhibit B – Schedule of Standard Charges**. The estimated cost to complete to perform the scope of work as defined in **Exhibit A** is estimated to be \$128,500. The budget status will be summarized monthly in our progress report and invoice submittal.

City of Crestview, Florida	Barge Design Solutions, Inc.
By:	By: 
Printed Name:	Printed Name: Kevin W. Kennoy
Title:	Title: Vice President
Address:	Address: 495 Grand Boulevard, Suite 206 Miramar Beach, FL 32550
Date Signed:	Date Signed: 1/05/2023

Barge Design Solutions, Inc. (Barge) is proposing the following scope of services for the City of Crestview, Florida (Client) to provide hydraulic modeling and planning services for the Water Utility System Hydraulic Modeling Project, in accordance with Task Order No. 2023-1. The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule

I. Project Description

The City of Crestview Water Division manages and operates a water distribution system that consists of two pressure zones and over 150 miles of water distribution mains ranging from 1-inch to 12-inches in diameter. Customers are provided water from multiple well and elevated water storage tanks located throughout the system.

This project will provide the Client with an updated and calibrated hydraulic model that can be used to evaluate the existing system and help the Client in planning for the future. The updated, calibrated hydraulic model will assist the Client in:

- 1. Identifying water pressure and fire flow issues within the system.
- 2. Identifying pipe, supply capacity, and flow issues within the system.
- 3. Evaluating impact to existing system from new developments.
- 4. Determining optimal locations for future storage tanks and well sites.
- 5. Identifying future capital improvement projects.

Discussions with the Client and the review of the Client's existing WaterGEMS model (albeit severely aged) have been the source of information for determining the tasks and required level of effort for this task order. The budget status will be summarized monthly in our progress report and invoice submittal.

II. Scope of Services

The scope of services is summarized into the following major tasks:

Task 1 – Water Data Collection and Review

Task 2 – Model Update

Task 3 – Model Calibration

Task 4 – Review/Establish Levels of Service

Task 5 – Existing System and Near-Term Evaluation for Southwestern Area

The following sections provide a description of the purpose, activities, deliverables, and assumptions anticipated for each of the tasks. Throughout the project, Barge will manage the activities of our staff and subconsultants, coordinate monthly status meetings with the Client's staff, and submit monthly invoices with updated schedules and cost projections as applicable.

Task 1 – Data Collection and Review

To begin the process of updating the water model, it is important to gain an understanding of network layout and operational preferences and strategies.

- Barge will review received data including:
 - GIS files
 - Record drawings
 - Water production records
 - Billing records

After reviewing infrastructure and operational data, gaps impacting the development and calibration of the model will be assessed. If additional data is required, it will be prioritized for collection based on the data's significance to the accuracy and usefulness of the model. Barge has included up to two days of site visits to collect this information.

Barge will facilitate one in-person meeting with operations staff to discuss operational strategies, known or potential system performance issues, and generally gather data that will aid in updating the model. If additional meetings are necessary, Barge will coordinate up to two additional Microsoft Teams meetings with operations staff. Discussion topics will include:

- Typical operational parameters and operating techniques
- Pump selection and operational scenarios
- Key valve settings
- Typical hydraulic grade lines at supply locations

Meetings:

The following meetings will be conducted as part of this task:

- Kickoff-Meeting, including Data Collection Review and Model Development
- Up to two Microsoft Team Meetings will be held, as needed, during the data collection task

Deliverables:

The following deliverables will be provided as part of this task:

- Data collection list, including missing data, potential impacts, and approach to address the missing data
- Schematic of the existing distribution system to review the benefits and challenges of the existing system operations with operations staff

Assumptions:

The following assumptions are applicable to the above scope of services:

- No more than two days of field reconnaissance/surveying of system components will be required. If additional field efforts are required, Barge will prepare additional scope and fee to collect the missing information. The additional field data collection will only be performed with the approval of the Client.

Task 2 – Water Model Development

Barge will update the Client's water distribution system hydraulic model using information collected and reviewed in Task 1. The existing model will be updated using Bentley WaterGEMS software. Barge will use GIS data and discussions with the Client's staff to confirm service area boundaries, piping connectivity, and pipe diameters. Well pump drawings, pump curves, tank site drawings and field reconnaissance conducted in Task 1 will be used to configure the piping layouts at the well sites and tank sites as well as develop the pumped flow and head capacities and the geometry of the tanks.

Barge will input operating parameters obtained through discussions with the Client in Task 1 into the model to define the system's connectivity and operational controls.

Water Demands need to be accurately placed in the model to allow the model to mirror the reactions of the distribution system. Barge has developed several methods of analyzing billing record data commonly kept by utilities and disaggregating the demand throughout the model network. Barge will review 24-36 months of water billing records, which will be requested as part of Task 1. The billing records will be geographically linked using a location reference included in the billing records, such as a Location ID, Meter ID, or service address. Barge will use GIS methods that are custom designed for the project to assign the demands to the nodes in the distribution model (by linking billing records to GIS spatial information and geocoding, as necessary). Large water users will be identified and input manually into the distribution system model.

Distribution systems contain some quantity of water pumped into the system that is not billed, commonly referred to as non-revenue water (NRW). NRW can include either legally or illegally obtained water such as firefighting, unmetered connections, metering errors, leaks, line breaks, and flushing. Barge will use billing and well production records to estimate current levels of NRW. Additionally, available blow-off and/or auto-flusher information, such as locations, frequencies, quantities, and durations, will be included in the NRW estimations.

Barge will allocate the NRW demand throughout the model network using an algorithm based on pipe length and pipe diameter.

Meetings:

The following meetings will be conducted as part of this task:

- Up to two Microsoft Team Meetings will be held, as needed, during the model development task

Assumptions:

The following assumptions are applicable to the above scope of services:

- 24-36 months of electronic customer water consumption billing data is available.

Task 3 – Water Model Calibration

Barge will use a one-time model calibration approach to achieve a representation of the actual system conditions. Barge will deploy pressure recorders at all tank and well locations to collect system conditions such as tank levels, system pressures, and valve and pumping operations, to analyze the bulk movement of water throughout the system over a three-day period. Barge will deploy one ultrasonic flow meter at a well pump location to confirm well pump flows and will relocate this flow meter to each well site throughout the testing period.

Barge will also perform hydrant flow testing in various areas of the system, and particularly in the southwest area, to gain localized system conditions such as elevations, pipe roughness, and valve settings. Pitot pressure will be recorded at the flow hydrant and converted to a flow rate using industry accepted conversion equations. Static and residual pressures will be recorded at hydrants located upstream and downstream of the flow hydrant. This data will be input into the model and compared to the model results. Barge anticipates three days of monitoring/flow testing for this task.

Barge will use information collected from pressure and flow monitors to develop diurnal patterns specific to each pressure zone, to simulate the timing of the demand during the day. If billing records for large users include hourly consumption, custom diurnal patterns will be developed for these users.

Additional calibration is recommended as a second phase to this project, however, the current schedule precludes additional calibration in this scope.

Meetings:

The following meetings will be conducted as part of this task:

- Up to two Microsoft Team Meetings will be held, as needed, during the model calibration task

Deliverables:

The following deliverables will be provided as part of this task:

- Calibration Testing Plan

Assumptions:

The following assumptions are applicable to the above scope of services:

- SCADA is not available.
- Up to 3 days of field work for flow testing is included

Task 4 – Review/Establish Levels of Service

This task will establish levels of service (LOS) criteria to be used in the subsequent hydraulic modeling evaluations. These criteria will be used to evaluate the southwestern area of the distribution system to determine system deficiencies and required improvements for the area under existing system conditions as well as with known upcoming development demands. Barge will:

- Meet with staff to establish and refine LOS criteria (to take place during the kickoff meeting)
- Draft summary of LOS criteria for review. the LOS criteria will be categorized based on transmission piping, storage, operation (such as preference for tank turnover), fire protection, and customer service.

Meetings:

The following meetings will be conducted as part of this task:

- LOS Criteria Discussion (part of kickoff meeting in Task 1)

Deliverables:

The following deliverables will be provided as part of this task:

- Levels of Service Criteria

Task 5 – Existing System and Near-Term Evaluation for Southwestern Area

The purpose of this task is to evaluate the southwestern portion of the water distribution system under existing and future, near-term demand conditions and develop recommended system improvements.

For this task, Barge will provide the following services:

- Develop 12 model simulations, including:

- 72-hour extended period existing average day demand scenarios, before and after recommended improvements
- 72-hour extended period existing peak day demand scenarios, before and after recommended improvements
- Static fire flow demand scenarios (under existing peak day, average demand conditions), before and after improvements
- 72-hour extended period near-term, future average day demand scenarios, before and after recommended improvements
- 72-hour extended period near-term, future peak day demand scenarios, before and after recommended improvements
- Static fire flow demand scenarios (under near-term, future peak day, average demand conditions), before and after improvements
- Analyze the southwestern area of system under existing and near-term, future demand conditions utilizing the model scenarios and define system deficiencies based on the approved LOS criteria
- Analyze fire flow availability in the southwestern area of the system during the average hour of the peak day demand scenarios (existing and near-term, future)
- Analyze the impact of abandonment or replacement of the downtown 'Fire' tank with regards to existing tank levels, as it is suspected that existing tank levels are kept low due to the 'Fire' tank. Potential system improvements will be discussed with the Client in the system deficiency summary meeting.
- Summarize system deficiencies in the southwestern area of the system and prepare a list of potential improvements to be evaluated for discussion with the Client in a meeting; amend or revise based on Client's input
- Develop proposed improvements or operational modifications (up to two scenarios per deficiency) in the southwestern area of the system to meet the LOS criteria (assuming most deficiencies will be addressed with one improvement scenario)
- Develop a Technical Memorandum to document the model development, calibration and evaluation process
- Present findings of system analyses in System Evaluation Workshop

Meetings:

The following meetings will be conducted as part of this task:

- System Evaluation Workshop

- Up to two additional Microsoft Team Meetings will be held, as needed, during system evaluation

Deliverables:

The following deliverables will be provided as part of this task:

- Technical Memorandum

Assumptions:

The following assumptions are applicable to the above scope of services:

- Fire flow will be evaluated only on model junctions that represent fire hydrants.

III. Project Schedule

The preliminary project schedule for the described activities is shown in the table below. Approximate durations are shown in calendar days after Notice to Proceed, from the previous sequential task. All dates are based on timely receipt of field and Client supplied data and may be adjusted after data is received.

Tasks	Duration (Calendar Days)
Water Distribution Modeling	90 days total
Task 1 - Data Collection and Review	20
Task 2 - Model Update	20
Task 3 - Model Calibration	30
Task 4 - Review Level of Service	20 (concurrent with Task 1)
Task 5 - Existing System and Near-Term Evaluation for Southwestern Area	20

HOURLY-RATE BASIS

The following hourly rates shall apply for personnel of Barge and its wholly owned subsidiaries for time properly chargeable to the work:

Principal Engineer, Senior Technical Specialist, Practice Leader	\$200 to \$260
Project Manager.....	\$150 to \$220
Professional Engineer/Architect.....	\$110 to \$200
Senior Designer	\$120 to \$150
Professional Land Surveyor.....	\$110 to \$195
Engineer-In-Training	\$90 to \$130
Designer or CADD Technician.....	\$75 to \$115
Project Administrator, Administrative Assistant.....	\$80 to \$150
Surveyor/Survey Tech	\$60 to \$110

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subconsultant's statement plus 15 percent.

Other expenses such as travel expenses, mileage (standard IRS rates), reproduction, photography or videography, or other direct expenses incurred by Barge and related to the work will be invoiced at the actual cost incurred.

The hourly rates listed above are valid until September 1, 2023, after which the rates may be adjusted annually based on average salary adjustments.



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 1/19/2023
SUBJECT: Memorandum of Understanding - Crestview Dental Office

BACKGROUND:

Staff received the initial application submittal for the Crestview Dental Office project, a 2,816 square foot dental office building and associated improvements located on 0.47 acres, at 848 N Ferdon Blvd, on November 3, 2022. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Crestview Dental Office project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of \$4,100.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

This MOU, if approved, also needs to be signed by the Mayor and the City Clerk.

GOALS & OBJECTIVES

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

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

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Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

This MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the attached Memorandum of Understanding to be sent to the Mayor and City Clerk for signature.

Attachments

1. 2022-12-15 - Traffic Mitigation Memorandum (Crestview Dental Office)

MEMORANDUM OF UNDERSTANDING

December 14, 2022

Subject: **Crestview Dental Office (the Development)**
City of Crestview, Florida & KWP Properties, LLC (the Developer)

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed Crestview Dental Office (the Development) and has been provided with the following acknowledgements:

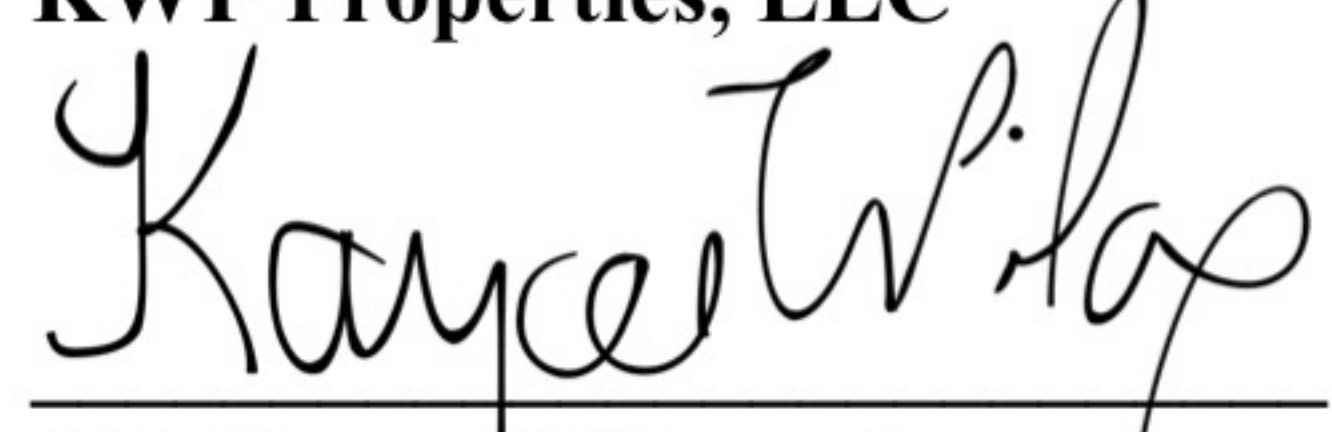
- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of \$4,100 to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

BY: J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

KWP Properties, LLC



BY: Kaycee Wilcox, Owner



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 1/19/2023
SUBJECT: Update Purchasing Manual

BACKGROUND:

The City's current purchasing manual was approved by action item at the March 23, 2020 Council meeting.

DISCUSSION:

A purchasing policy is an important piece of the City's fiscal management of public funds. Proper internal controls for the responsible use of public funds, by way of a purchasing policy, create an environment of strong fiscal management and strengthen the community's opinion of the City's financial management. The purchasing policy aims to balance the responsible use of public funds with staff efficiencies in obtaining quotes and bids using thresholds as foundation. As has been seen nationally, inflation has increased and costs are rising. These increases have no doubt affected the cost of goods and services at the local level, including counties and municipalities. With the rising costs, directors have experienced the burden of purchasing necessary items to conduct daily operations based on the current spending thresholds. For example, an immediate need may arise that exceeds the directors' authorized threshold, which delays the process and potentially the ability to perform daily activities as necessary. Therefore, an increase in spending authority has been proposed for review.

GOALS & OBJECTIVES

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is currently no impact on the budget for these requested revisions.

RECOMMENDED ACTION

Staff respectfully requests a motion from the City Council to approve the proposed purchasing policy revisions.

Attachments

1. Purchasing Manual Revised 1 23 2023 - Print Version



City of Crestview Purchasing Manual

**City of Crestview
198 Wilson Street North
Crestview, Florida 32536**

March 2020

Foreword

It is the goal of the City of Crestview to fairly, equally, and impartially administer its procurement program. In that effort, the City of Crestview's Purchasing Manual has been developed to act as a guide and to describe and explain the responsibilities of the City's purchasing and contracting program.

The Purchasing Manual contains instructions and describes the procedures to be utilized in the daily administration and management of the procurement function. The manual has been developed to serve as a framework whereby well-informed decisions can be made. Due to the diversity of needs and requirements governing each type of purchase, not all possibilities can be addressed in detail in this manual.

The guidelines set forth are for the guidance for all personnel who participate in the actions and decisions relating to procurement to give them a more complete understanding of purchasing policies, procedures, and practices.

Interpretation of the procedures outlined in this manual is the responsibility of the Finance Director, subject to the guidance and supervision of the City Manager.

This manual is effective immediately upon issuance and supersedes all previously issued purchasing manuals, instructions, or directives. The Purchasing Manual is subject to periodic revision as an administrative policy subject to the final approval of the City Manager or designee. The City encourages any suggestions to improve the effectiveness of the purchasing process.

The terms "purchasing" and "procurement" are used interchangeably throughout this document.

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1. INTRODUCTION

A. Mission

The mission of the Purchasing/Finance Department is to provide for fair and equitable treatment of all persons involved in public purchasing by the City; to maximize the purchasing value of public funds in procurement; and to provide safeguards for maintaining a procurement system of quality and integrity.

B. Purpose

The purpose of this manual is to set forth and establish the City's policies and procedures to be used in the procurement of goods and services. This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

C. General Statement

It is a goal of the City to develop and maintain a comprehensive and fiscally responsible purchasing system. This system should provide greater cost effectiveness and public accountability in the procurement process.

D. Scope

The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for the City of Crestview and the Crestview Community Redevelopment Agency (hereafter known as CRA). Throughout this manual, the word "City" may be used to represent the City of Crestview and the CRA.

E. General Policies

1. All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable State of Florida Statutes, City of Crestview Code and purchasing policies and procedures in this manual governing such activities.
2. City officials and staff should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City.
3. The City of Crestview Finance Director or their designee shall be the Purchasing Agent for the City.
4. It is the Finance Director or their designee's responsibility to develop and maintain a purchasing manual which shall provide for rules, regulations, and procedures for the internal management and operation of procurement.
5. The Finance Director or their designee, shall supervise the procurement of all supplies, services, or other items as needed by the City; exercise supervision and control over inventories of supply belonging to the City; and shall participate in the sale, trade, donation, destruction, transfer, or otherwise dispose of surplus property.

6. It is City policy to effect maximum feasible standardization of products used within and among departments in order to minimize stock levels and obtain better prices through large volume purchases.
7. All qualified bidders shall be afforded equal opportunities to quote and to compete on equal terms.
8. The City reserves the right to waive irregularities or technicalities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interest of the City.
9. All contracts with the City shall be signed by the Mayor and the City Clerk in accordance with the City Charter.
10. Agreements, task orders and purchase orders may be signed by the City Manager and countersigned by the City Clerk when previously approved by City Council through the budgeting process or other formal action.

F. List of Definitions

1. **Addendum:** A written change made, or questions answered for an ITB, RFQ, or RFP by the City during the solicitation phase of the particular competitive procurement process.
2. **Administrative Regulations and Internal Procedures of Purchasing:** Those appropriately promulgated directives having general or specific applicability, and which are designed to implement or interpret policy or describe organization, procedure or practice requirements.
3. **Agreement:** The bargain of the parties in fact, as found in their language or by implication from other circumstances including a course of dealing, usage of trade or during performance. The legal consequences of an *Agreement* are determined by the provisions of the Uniform Commercial Code of Florida or the common law of contracts, whichever is applicable.
4. **Amendment:** A written modification to an existing purchase order or contract formally executed by the parties thereto in accordance with applicable terms and conditions. Normally, an *Amendment* is used to revise the Procurement's quantity or price, though notably an *Amendment* may include an extension of time to complete the contract or other substantive changes to the parties' Agreement.
5. **Bid:** A vendor's formal written offer of a price to furnish specific goods and/or services to the City in response to an Invitation To Bid.
6. **Bid Award:** A formal acknowledgment of acceptance of a bid as the basis for a procurement contract, funds for which have lawfully been appropriated by the City Council.
7. **Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.
8. **CCNA:** The "Consultants Competitive Negotiation Act," §287.055, Florida Statutes, as the same may be amended from time to time by the Florida Legislature.
9. **Capital Item:** Expenditures in excess of \$10,000 for the acquisition of fixed assets. Capital Items include land, buildings, machinery, equipment, furniture and improvements to infrastructure.
10. **Change Order:** A modification, deletion or addition to an executed contract. To be effective a *Change Order* must be signed by both parties. The City Manager is authorized to sign all change orders for the City.
11. **City Council:** City Council is comprised of five elected members who each serve four-year terms. The regular annual election of the City *council* shall be on the first Tuesday following the first Monday in November in even number years. The terms of *council* members shall be staggered four-year terms, with three members elected at one election and two members elected at the next election. Elections are nonpartisan and at-large.
12. **Code of Silence:** The prohibiting of any communication regarding a RFP or RFQ between a potential offeror, service provider, bidder or consultant and any member of the evaluation committee. The evaluation committee are also banned from communicating with one another in any manner related to the RFP or RFQ. Committee members are allowed to converse privately with the City Clerk, acting as the moderator.

13. **Competitive Solicitation:** The process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement, including but not limited to Invitations to Bid; Requests for Proposal; and Requests for Qualifications.

14. **Construction:** The process of constructing a building, structure, road or drainage utilities; altering, repairing, improving or demolishing any structure or building; or other improvements of any kind.

15. **Consultant Services:** Any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and programmed skills as a vocation; any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service; or, any other advisory, study or programming activity. The City Manager may determine, in writing, that the level of skills and/or creativity of the potential or known practitioner(s) warrants procurement in lieu of a competitive bid or quotation process. For the purposes of this manual, the term *Consultant Services* does not include those services defined as “professional services” in §287.055(2)(a), Florida Statutes.

16. **Continuing Services Contract:** A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of § 287.055, Florida Statutes, between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million; for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000; or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

17. **Contract:** (a) A deliberate verbal or written agreement that is established between two or more competent parties to perform or not perform a specific act or acts; or (b) any type of agreement, regardless of what it is called, for the procurement or disposal of goods, services or construction, usually for exchange of goods or services for money or other consideration.

18. **Contractor:** Any person having a contract with the City of Crestview.

19. **Demolition:** Removal or destruction of a structure and appurtenances thereto, a road, a drainage utility or any combination thereof.

20. **Design-Build Firm:** A partnership, corporation or other legal entity certified as a “design- build firm” pursuant to §287.055 Florida Statutes.

21. **Design-Build Professional:** Any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or land surveying in the State of Florida.

22. **Design-Build Services:** The requirement for which a single contract with a design-build firm is entered into for the design and construction of a Capital Improvement Construction Project.

23. **Design Criteria Package:** Concise performance-oriented drawings or specifications of a Capital Improvement Construction Project.

24. **Designee:** A duly authorized representative of another person.

24. **Disadvantaged Business Enterprise (DBEs):** For-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.
25. **Emergency Purchases:** A procurement that is made in response to an immediate requirement when the delay to complying with all governing rules, regulations and procedures would be detrimental to the health, safety and welfare of the City and/or its citizens.
26. **Employee:** A person employed by the City of Crestview.
27. **Evaluation Committee:** A committee comprised of staff, *or relevant outside source*, to review proposals with the purpose of making recommendations to the appropriate parties.
28. **Finance Director:** The employee responsible for adherence to federal, state, county and local municipal purchasing ordinances, statutes and resolutions, primarily responsible for managing the revenue and cash flow of the agency, banking, collection, receipt, reporting, custody investment or disbursement or municipal funds.
29. **Goods:** Any tangible property other than services or real property.
30. **Inverted Purchase Order:** An inverted purchase order is utilized when the City is engaged in an ongoing contract for a project or service, utilities, cellular service or professional fees. They will be used for all contracts that have progress payments, ongoing service agreements, utility payments or any where funding for a particular good or service should be encumbered when the contract is initially signed. Inverted purchase orders are not limited to those listed above. If uncertainty exist, please contact the Finance Department.
31. **Invitation to Bid ("ITB"):** The solicitation document that is used for competitive sealed bidding for procurement of construction, goods and/or services for the City.
32. **Item:** A separate single unit, article, product, material or service.
33. **Local Business:** Any business having a physical location within the jurisdiction of The City of Crestview and/or Okaloosa County, at which employees are located and from where business is regularly transacted.
34. **Manager:** The City Manager or designee.
35. **May:** Denotes the permissive.
36. **Must:** Denotes the imperative.
37. **Open Purchase Order:** As with a purchase order, an open purchase order is a source document used to plan an order for goods with a vendor or supplier. Open purchase orders are primarily for certain supplies for the same vendor on a recurring basis. Open purchase orders will provide an opportunity for employees in the field to get materials that are necessary for daily operations.
38. **Originating Department/Division:** The department/division within the City government that requests and utilizes goods and/or services, which are purchased according to the Procurement Manual.

39. **Proposal:** An executed formal document submitted by an offeror to the City stating the good(s) and/or service(s) offered to satisfy the need as requested in the Request for Proposal.
40. **Purchase:** The same as Procurement, as defined herein.
41. **Purchase Order:** A source document used to place an order with a vendor or supplier. In other words, this is the contract that a buyer drafts to purchase goods from a seller.
42. **Purchase Requisition Form:** The City's internal form used to document authorization of a purchase.
43. **Purchasing Coordinator:** Purchasing Coordinators are the primary requisitioner designated for each department. They are responsible for the smooth operation of their departments requisition process. They also serve as the main point of contact within the department to provide assistance with issues that may arise through the requisition/purchasing process. Each purchasing coordinator will have at least one backup requisitioner.
44. **Quotation:** Any oral or written informal offer made by a vendor for furnishing to the City specific goods, services, or both at a stated price.
45. **Request For Proposal (RFP):** A solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of proposal is based on stated criteria and shall denote the relative importance of all evaluation factors; other factors may be considered as stated in the RFP.
46. **Request For Qualifications (RFQ):** A solicitation of responses for either professional or non-professional services. Evaluation of responses is based on the respondent's qualifications in relation to the scope of work and or other factors as stated in the solicitation. RFQ procedures are the same as RFP procedures unless the services requested fall under CCNA guidelines (§ 287.055, Florida Statutes).
47. **Request For Quotation (RFQT):** An informal request, either oral or written, to solicit prices for specific goods, services or both.
48. **Responsible Bidder, Offeror, Quoter, or Respondent:** A business that has submitted a bid, offer, proposal, quotation or response that the City determines, in all respects, is capable of performing fully the contract requirements with integrity, reliability and giving reasonable assurance of good faith and performance.
49. **Responsive Bidder, Offeror, Quoter, or Respondent:** A business that has submitted a bid, offer, proposal, quotation or response which conforms to all material aspects of the solicitation, as determined by the City.
50. **Services:** The furnishing of labor, time and/or effort by professionals or contractors, wherein the submission of goods or other specific end products (other than reports, studies, plans, advisories, contractual documents or other documents relating to the required performance) are incidental or secondary. The term *Services* does not include an employment agreement or collective bargaining agreement.
51. **Shall:** Denotes the imperative.
52. **Sole Source:** The only existing source of an item which meets the needs of the user department/division, as determined by a reasonably thorough analysis of the marketplace acceptable to the Finance Director.

52. **Specifications:** A concise statement of a set of requirements to be satisfied by a product, material or process used in an Invitation for Bid or Request for Quotation to describe the goods and/or services to be purchased or otherwise acquired.

53. **Stock Requisition:** A stock requisition is a document that requests an item or items that are stored in inventory. It allows employees to make a request for items such as paper, pens, paper towels, chainsaw blades, etc.

54. **Team:** A group of members established by any department for the purpose of conducting negotiations as part of a competitive solicitation. A team may also be referred to as a Selection Committee.

55. **Vendor:** An actual or potential provider of goods or services.

56. **Work Authorization Form:** Document that is utilized by the City to initiate work projects with a vendor under a previously approved and current continuing services agreement.

2. DUTIES & RESPONSIBILITIES

2.

A. City Clerk Responsibilities

1. Review drafted specifications for formal bids.
2. Determine Dates/Times for advertising and submissions for bids and ensure compliance to all Statutory requirements.
3. Provide contract administration and act as custodian of all contracts as the Custodian of Public Records.
4. Assist the City Manager to resolve, monitor and negotiate contract disputes regarding contract compliance.
5. Be familiar with all requirements of the Purchasing Manual.

B. Finance Director Responsibilities

The Finance Director is responsible for establishing purchasing policies/guidelines and coordinating the purchasing procedures for the City.

The Finance Director or their designee will determine if any purchases fall outside these established policies/guidelines.

The Finance Director or their designee shall:

1. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies, and services.
2. Coordinate and assist with purchasing procedures of departments.
3. Consolidate the purchase of like or common items or services.
4. Ensure all purchases are made in accordance with Federal, State and City laws and regulations.
5. Provide an understanding of sound purchasing policy and procedures throughout all departments of the City
6. Work with the originating department to ensure the product or services meets the requirements of the department and is the best value to the City.
7. Write manuals, provide training, and be a resource to all departments in meeting their purchasing needs.
8. Establish and maintain good relationships with Vendors.
9. Inform department staffs of market changes, new products, and other such factors.
10. Provide an understanding of sound purchasing policy and procedures throughout all departments of the city
11. Exchange ideas and information with other public purchasing agencies in an effort to utilize best practices in the procurement process.
12. Develop standardized specifications for use by all departments, improve the purchasing practices, understand piggyback procedures and apply them where feasible.
13. Have a thorough legal understanding of procurement laws and practices.
14. Establish and maintain active communication with all City departments in order to meet their purchasing requirements.

1. Requesting Department's Responsibilities

1. Initiate purchases, as outlined in this manual, allowing sufficient lead time to process the order and the vendor to deliver goods or services.
2. Follow the City's purchasing policies as outlined.
3. Prepare clear and unrestrictive technical specifications when needed for products or services.
4. Review bid tabulation sheets and submitted proposals to determine the department's recommendation for award.
5. Send complete and proper specifications for bid solicitation, or proper documentation to waive competitive bidding when exercising an option to "piggyback," declaring sole/single source procurement or to deal with emergencies.
6. Promptly inform the Finance Director of any contract compliance issues.

D. Ethics and the Procurement Process

The City of Crestview and the Finance Director subscribe to the Florida State Statutes' Code of Ethics: 112.313. Furthermore, the Finance Director promotes the published and established Code of Ethics as adopted by the National Institute of Governmental Purchasing Officers (NIGP) and the Florida Association of Public Procurement Officials, Inc. (FAPPO).

All City employees involved in any part of the procurement process are required to act in an ethical manner. No officer or employee of the City shall have any personal beneficial interest, either directly or indirectly, in any expenditure, purchase, sale (not including items auctioned by the City) or contract for items, equipment, supplies, commodities, or services made by the City. Additionally, they shall not have personal or financial interest in any firm, corporation, or association furnishing or bidding on such purchase, sales, contract, or services.

No employee, city management, or official, acting as agent for the City, shall directly or indirectly, purchase, rent, or lease any supply or service from a business entity in which he/she or his/her immediate relative owns a material interest. A public officer or employee acting in a private capacity may not rent, lease, or sell any supply or service to the City.

The City of Crestview is governed by the Government in the Sunshine, Chapter 286 and 119 of the Florida Statutes. The records held by the Clerk's Office and all Department records are public and can be examined by the public upon request.

3. PURCHASING METHODS

A. Purchasing Card

The primary purpose of the purchasing card is to provide City departments the ability to streamline purchases that require immediate attention. The requisition system should be utilized if possible. Department Heads or other designated card holders may make purchases up to \$5,000 within a month without prior approval from the City Manager or Finance Director, as approved in the budget. Clarification is available in the purchasing card policy.

B. Purchase Requisition

A purchase requisition is to be used for ALL purchased for the City of Crestview and the CRA. Procedures for the purchase requisitions are outlined in this purchasing manual.

C. Emergency Purchase

An "Emergency" is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to health, welfare, injury, or loss to the City that can only be rectified by immediate purchase of equipment, supplies, materials or services. An "emergency purchase" must fit the circumstances noted above and requires such competition as is practicable under the circumstances. Poor planning and inadequate management are not "emergencies" and cannot be treated as such. Purchases of this nature may be expedited, but still do not justify "emergency" status. Related quote information should be entered through the normal requisition process.

D. Open Purchase Order:

A source document used to place an order for goods with a vendor or supplier. Primarily utilized for certain supplies with the same vendor on a recurring basis. Single purchases are not to exceed \$1,000.00. Each department's purchasing coordinator is responsible for maintaining adequate records for purposes of reconciling at month end. Reconciliation should be completed and submitted to the finance department within two days of the month end.

E. Inverted Purchase Order:

Source document used when the City is engaged in an ongoing contract for a project or services, commodities, utilities, cellular service or professional fees. They will be used for all contracts that have progress payments, ongoing service agreements, utility payments or anywhere funding for a particular good or service should be encumbered when the contract is initially signed. Inverted purchase orders are not limited to those listed above. If uncertainty exist, please contact the Finance Department.

F. Price Quotes

With the exceptions of purchases exempt from competitive bids, all purchases between \$7,501 and \$100,000 require the opportunity for competition be given to vendors. Quote forms are available in the Appendix.

Competitive quotes are to be obtained by the requesting departments for purchases of \$7,501 to \$100,000 a minimum of three (3) written quotes provided by the vendor are required. The quotes will be obtained independent of each other and may be obtained electronically. Staff will not share quotes with the competing bidders. If less than three (3) quotes are received, the department must record all agencies where quotes were requested and obtain approval from the Finance Director prior to proceeding. A copy of each competitive quote should be uploaded to the purchase requisition.

G. Formal Bid

With the exceptions of purchases exempt from competitive bids, all purchases above \$100,000 or continuing service contracts require the opportunity for competition through formal Bid solicitation conducted by the user department in coordination with the City Clerk's Office.

H. Bid (RFB / ITB) Request for Bid / Invitation to Bid

This method for purchases of goods and/or supplies that exceed \$100,000 is the most preferred formal bid method and is used when specifications are clear and pricing is the predominant deciding factor.

Whereas an IFB will evaluate proposals largely based on price, RFPs will consider price as well as details of the bidding organization's operational plan, staff experience and education, timeline estimates and more.

Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard "list" pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

I. Sealed Proposal (RFP) Request for Proposal

This formal method of procurement for purchases of goods and/or supplies that exceed \$100,000, and where the means and methods are not specified, is used when competitive formal bidding (RFB) is not practical.

Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply in detail, the nature and specifications of the goods or services desired. The requesting department has generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the appropriate department will request that vendors submit their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost. As with a sealed bid, to ensure the maximum degree of competition a sealed proposal will be subject to a competitive evaluation process.

Formal proposals are best used when the objective is vague or lacking in detail; or when the vendor's knowledge of his field may provide innovative and economical solutions.

J. Acquisition of Professional Services – Request for Qualifications (RFQ)

The provisions of Section 3 of this Policy, unless required by law or contract, shall not apply to the procurement of professional or technical services, but the Finance Director, or the Finance Director's designee, shall determine the scope of the services required and may, at the Finance Director's option, require the submission of proposals prior to engaging such services. For the purposes of this Policy, "professional or technical services" means those services requiring specialized knowledge, education, skill or expertise and where the qualifications of the person(s) rendering the services are of primary importance. Professional and technical services shall include, but not be limited to, services provided by architects, attorneys, accountants, construction and project managers, dentists, design professionals, engineers, geologists, physicians, nurses, psychologists, teachers, veterinarians and health care providers, which provide a combination of professional and paraprofessional services or any other professions and services defined as professional services by state law.

No person or firm practicing in a professional or technical field for which a license is required by state law shall be engaged by the City unless possessing a current license in good standing.

Upon engagement the City shall enter into a written agreement or memorandum of understanding for the performance of the services for which engaged, setting forth the scope of services and the unit or total price therefore.(d) Professional and technical services shall be procured in accordance with federal or state law whenever applicable.

K. State Contracts and Other Government Agency Contracts –(Piggybacking)

State, Government Agency, and other organization's contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as "piggybacking" and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. The requesting department will be required to demonstrate that a competitive bidding process was used in the initial selection process. The Finance Director will have the final say in determining if the selection process was consistent with the desired outcome of the section 3.

L. Sole Source/Sole Provider Purchase

Sole source or a single source purchase is defined as being non-competitive in price or availability and may be exempt from the competitive solicitation requirements. Examples might be purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer.

In cases of purchases over \$100,000, approval of City Council shall be required. Caution should be exercised when requesting "sole source" approval from City Council for a purchase. In many cases, other sources exist for a given item, and these must be investigated by the using department and/or Finance Director before committing to "sole source."

The using department must provide reasonable documentation for providing sole source status. Providing a patent number or other information indicating they are the only suppliers in the area may satisfy this requirement.

M. Check Request

The Check Request is a standard form used to authorize staff to make payment for purchase of goods and/or services that is excluded from general purchasing requirements. These exclusions include certain payments to vendors or reimbursements as listed below: Check Request form provided in Appendix.

- Per Diem Request
- Recording Fees
- Refunds
- Other items as approved by the Finance Department.

N. Petty Cash (to be utilized only for the following items in amounts less than \$20)

All Petty Cash purchases should be for immediate needs only.

- Postage
- Small office/Operating Supplies

Before processing a check or petty cash request, be sure to review other purchasing methods to ensure purchasing policies and procedures are followed. A check or petty cash request may not be used to circumvent established purchasing policies and procedures. Such request is an unauthorized purchase and the City is not bound for payment. Contact the Finance Department if you have any questions regarding the types of items that can be processed on a Check Request form or be reimbursed from Petty Cash.

O. Exceptions to Purchasing Approvals and Authorization Requirements

- Local utility services for City owned and operated facilities receiving Finance Director approval.
- Budgeted computer hardware and software related purchases receiving Administrative Services Director approval.
- Budgeted library book purchases including audio, dvd's etc.
- Street resurfacing , paving, sidewalk purchases as was approved in the annual budget and for which the Finance Director approval has been obtained.

4. GENERAL GUIDELINES

This section provides an introduction to the general policy, guidelines, and/or rules for the purchasing process. Subsequent sections provide those procedures and methods to be utilized to carry out this policy.

The City Manager, as authorized by the City Council, has delegated to the Finance Director the authority to procure materials and services for the City of Crestview that are within the guidelines set forth by the City Council.

Commodity based material purchases that are project related will be allowed to proceed as an emergency purchase in an effort to secure the merchandise. The purchase will be entered into the requisition system and approved by the Finance Director or City Manager. If the amount exceeds \$100,000, the purchase must be reported to City Council as soon as practical, as stated on Page 28, Section B of the purchasing policy.

A. Purchasing Categories

The purchase process is controlled by two components: (1) dollar amount and (2) approving authority. Dollar amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority (i.e. Department Head, Finance Director, City Manager, or City Council).

Level 1 – Purchases up to \$7,500

Quote Requirement: Telephone, fax, internet, or in-person quotation.

Approval: Department Head or designee.

Level 2 – Purchases for \$7,501 to \$50,000

Quote Requirement: Shall be a minimum of three (3) written quotes indicating vendor, contact information and price.

Approval: Finance Director

Level 3 – Purchases for \$50,001 to \$100,000

Quote Requirement: Shall be three (3) documented written quotes; Approval: City Manager

Level 4 – Purchases over \$100,001

Bid Requirement: Formal Bid Solicitation by end-user department through coordination Approval: City Council

B. Unauthorized Purchases

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this manual.

No representative of the City shall enter into a verbal agreement or make any arrangements until final approval is granted. In the event that an unauthorized purchase is made, the following may apply: (1) such purchases are void and not considered an obligation of the City, and (2) the person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

Unless specifically approved in writing by the City Manager, no employee may purchase City property for his / her own personal use unless it is purchased through the City's public auction or through sealed bid procedures of the City. This includes new and used equipment, materials, or supplies.

No employee may use the purchase power of the City of Crestview to make private purchases; in addition, employees should not have private purchases sent to the City C.O.D. to be paid for by the employee.

C. Prohibition against Subdivision

No contract or purchase shall be subdivided to avoid the requirements of the Purchasing Manual or City Code.

Delegated procurement authority is based on the total cost of goods and/or service. Splitting an order so that the total cost is within one's spending authority is prohibited.

D. Tax Exempt Status

The City of Crestview is exempt from Federal, State, and Local taxes except in certain prescribed cases.

An exemption certificate is available from the Finance Department and should be furnished to any of the City's suppliers upon request.

5. PURCHASE REQUISITION

A. Purchase Requisition

No City employee has the authority to purchase or commit public funds toward the purchase of commodities or services without first complying with the appropriate requisition and procurement procedures. In the event that an emergency purchase must be made, the approval must be secured from the Finance Director prior to purchase. Purchase Requisitions will not be approved “after the fact” without sufficient justification and explanation, at the Finance Director’s discretion. Employees who violate this policy will be subject to disciplinary action.

Any request for procurement shall start with a properly prepared purchase requisition by the originating department. Requisitions must be completely filled out with the proper information, required quotes, documentation, attachments, and approvals. Without this information, the requisition will be rejected and returned to the originating department. Requisitions in excess of budgeted amounts must be accompanied with a budget transfer request to resolve the shortfall.

The Finance Director may waive the requirement for quotes below the mandatory bid threshold, if determined to be in the best interest of the City.

B. Emergency Purchase Requisition

When an emergency exists, the originating department shall prepare in full a Request for Emergency Procurement form. The Finance Director will verify compliance and approve all such purchases up to and including \$50,000. More than \$50,000 and up to and including \$100,000 the City Manager may approve. Amounts above \$100,000 the City Manager may approve; however, this must be reported to City Council as soon as practical.

The originating Department Head is now authorized to proceed in a prudent manor to bring the emergency procurement to a close. If the emergency warrants, the sequence of events as described may be altered with the prior permission of the Finance Director and/or City Manager.

When an emergency exists, After Normal Working Hours, the Department Head shall exercise his or her judgement as to the justification for making an emergency procurement.

If justified, the Department shall follow all of the emergency procedures listed in the above paragraph and deliver the documentation the next working day to the Finance Director.

In the event that the City Council declares a "state of local emergency," the means of which to be followed for procuring goods and services will be processed via disaster procurement under the direction of the City Manager. The procedures for procurement of supplies, services, or construction will be waived where the urgency is to protect the safety and welfare, property and public health. In such a situation, The City of Crestview may provide all Critical and Essential working staff, as well as staff required to operate the Emergency Operations Center, with meals purchased by the City during the declared emergency or event.

Emergency purchase request form is included in the Appendix.

C. Receiving, Inspection, and Testing

Receiving and Inspecting

It is the responsibility of the using department to determine that there is no damage and the correct product and quantity have been received and to sign the accompanying delivery slip, Bill of Lading, or invoice. Any discrepancies should be noted, and the vendor should be contacted immediately and made aware of the discrepancy.

When partial deliveries are made at the convenience of the vendor, payment will only be made for those items received. Departments should receipt in only the goods received and forward the partial invoice to the accounts payable department.

Testing

Testing of certain materials and supplies is occasionally necessary. The using department is responsible for all details in connection with any necessary testing.

Upon receipt of vendor invoice and completion of delivery and acceptance of material or service, the department receipt in all items/services received into the purchase order system. All Departments are then required to submit invoices to the Accounts Payable office for payment. .

6. BIDS

AT OR ABOVE THE MANDATORY BID THRESHOLD

The Mandatory Bid Threshold is \$15,001 Except as set forth in applicable law by Crestview City Council or this manual, commodities or services having an estimated value in excess of the mandatory bid threshold shall be procured through competitive sealed bidding. The City Manager shall be authorized to enter into a procurement transaction up to \$25,000 that have followed the prescribed procurement procedures outlined in this manual. In the event of an emergency purchase the amount can be in excess of \$25,000. The City Manager will provide the City Council with the details of the said transaction as soon as practical.

A. Bidding Procedures

1. Bid Documents – The originating department shall coordinate with the Finance Director to determine the document meets the requirements of the purchasing policy. The information is then submitted to the attorney for review before be provided to the City Clerk.

The City Clerk, along with the City Attorney and Finance Director shall review the specifications and bid documents to ensure that the specifications do not unduly restrict open and free competition.

2. Public Notice – Public notice of the invitation for bids shall be given a reasonable time prior to the date set forth in the bid documents for the opening of bids. Such notice may include publication in a newspaper of general circulation and posting on the City's website. All public notice of bids shall be coordinated through the office of the City Clerk. ITBs, RFPs, and RFQs will be advertised at least once in a newspaper of general circulation in Okaloosa County. The City Clerk will also look for other direct to provider opportunities to solicit bidders.

3. Mandatory Pre-Bid Conference – A mandatory pre-bid conference may be held with prospective bidders and City staff on formal bids, complex and public works construction projects. Those that are not in attendance will not be allowed to submit a bid. The primary objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, local conditions, location of the work, and basic construction methods of work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications. The conference shall be a formal announced meeting with bidders. An announcement of the conference shall be included with the Invitation to Bid.

The announcement will state when and where the conference will be held and should be attended by City personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design, and specifications, and production techniques that are expected to be discussed. A formal record shall be made of persons attending and the organizations represented through the use of the sign-in sheet.

4. Addenda – Addenda to the bid documents shall be provided to all bid document holders of record by the originating department or the consultant, as applicable. A copy shall be provided to the Finance Director for records.

5. Time of Receipt – Bids must be received by the City no later than the time and date stated in the invitation for bids. Bids offered or received after this time shall NOT be considered.

6. Public Bid Opening – All timely received bids shall be publicly opened by the City Clerk or designee, in the presence of one or more witnesses at the time and place stated in the invitation for bids. The City Clerk shall retain the original bids on file and remaining copies shall be sent to the originating department.

7. Bid Acceptance – Bids shall be accepted without alteration or correction, except as authorized in this manual. All bids must be signed in ink.

8. Bid Review – The originating department is responsible for reviewing the bid responses and making a recommendation for award of the bid. Should the low bidder not be recommended, a reason must be stated in the written recommendation for award.

9. Verification and References – Prior to award, the Finance Director shall reference the low bidder against the State of Florida’s lists of convicted and suspended vendors, as well as the U.S. Government’s System for Award Management database. Provided references shall be verified at the discretion of the originating department or upon direction by the Finance Director. Additional sources may also be reviewed to aid in determining if the bidder is responsible.

10. Correction, Cancellation or Withdrawal of Bids

a. Correction of Bids

(1) Correction of Mathematical Errors Prior to Award – Errors in addition or multiplication of unit prices or in other mathematical calculations may be corrected by the Department Head, Finance Director or City Manager prior to award. Bids shall be deemed to be amended to the correct amount. In all cases of errors in mathematical computation, the unit prices shall not be changed.

(2) Correction of Mathematical Errors after Award – Errors in addition or multiplication of unit prices or in other mathematical calculations identified after award may be corrected only with the approval of the City Manager, and any correction shall not exceed the amount of the next low bid.

b. Cancellation of Bids

Any time prior to the bid opening date and time, the City Manager or designee may cancel or postpone the bid opening or cancel the invitation for bids in its entirety.

c. Amendment or Withdrawal of Bids

(1) Bid Amendments Prior to Opening – Any bidder may voluntarily withdraw or amend the bid at any time prior to the bid opening in person, or by written notice received by the Finance Director prior to the bid opening. The Finance Director may request verification as to the notifier’s authority to do so. Amendments shall be forwarded to the Finance Director prior to bid opening, sealed and identified with the bid number.

(2) Bid Amendments after Opening – After bid opening, bidder may not amend their bid. Bids shall remain in effect and binding upon the bidder for a period of sixty days, or such other time period specified in the bid documents.

B. Award

1. Award Authority – A bid shall be awarded by written notice to the lowest responsible and responsive bidder. After a City Council award is made, the City Clerk's office shall issue a "Notice to Proceed," as applicable. If, within 60 days after bids are opened, or within such time period specified in the bid documents, the bid of the lowest responsible and responsive bidder is withdrawn or not honored, the City Manager may award the bid to the next lowest responsible and responsive bidder.

After 60 days or such other time period specified in the bid documents, the City Manager may award to the next lowest responsible and responsive bidder only if the next lowest responsible and responsive bidder agrees, in writing, to extension of the bid price for the additional period of time. These processes may be repeated until an award is made to a responsible and responsive bidder.

2. Tie Bids – If two or more bidders are tied after review by the originating department, in accordance with section 287.087 of the Florida Statutes, preference shall be given to the bidder with a Drug Free Workplace Program. In cases where a tie still exists, the City Council shall award to the bidder identified as the most responsible bidder based upon the other relevant factors in the bidding documents. If a tie still exists, the winning bidder shall be determined by the bidder whose response was received first (as indicated on the receipt time stamp and associated log).

3. Price Adjustment – Where appropriate, contracts may be awarded with a provision for upward or downward price adjustments, provided such adjustments were part of the bid documents.

4. Cancellation after Award – The City Council may cancel a bid award at any time prior to execution of the contract by all parties, including the City.

C. Additional Requirements for Construction and Public Works Contracts

1. Bid Package Preparation

a. For In-House Projects – For projects managed in-house, the originating department shall provide all necessary specifications for inclusion in a bid packet.

A contract shall be included in the bid documents if provided by the originating department. A complete packet of all bid documents including the original specifications and standardized terms and conditions shall be provided by the originating department to the City Attorney for approval. A copy of the bid documents indicating approval by the City Attorney shall be forwarded to the City Manager, Finance Director for review.

b. For Consultant Managed Projects – For projects managed by a consultant, it is the originating department's responsibility to ensure that the procurement language is included in the bid documents prepared by the consultant, and that the bid documents have the approval of the City Manager, City Attorney and Finance Director. The consultant shall provide the originating department and the Finance Director with a copy of the approved bid specifications and bid documents.

c. Public Notice – Bids for construction or public works project that are projected to cost more than the threshold amounts set forth in Florida Statute 255.0525(2), currently \$200,000, shall be advertised in accordance with such statute, which generally requires that;

1) Solicitations for projects in excess of \$200,000 be advertised at least once in a newspaper of general circulation in Okaloosa County and this must be at least 21 days prior to the bid opening date, and at least 5 days prior to any scheduled pre-bid conference, and

2) Solicitations for projects in excess of \$500,000 must be advertised at least once in a newspaper of general circulation in Okaloosa County at least 30 days prior to the bid opening date, and at least 5 days prior to any scheduled pre-bid conference.

2. Recommendation for Award

- a. For In-House Projects and Consultant Managed Projects – It will be the originating department's responsibility to review recommendation for submission to the City Council. The originating department shall forward to the City Manager and Finance Director the recommendation for review. After approval from the City Manager and Finance Director the originating department will prepare the agenda item for submission to the City Council.

A proposed contract shall be included in the agenda item and executed by the other party prior to submission to the City Council approval.

If a contract is not included in the agenda item, it shall be the originating department's responsibility at a later date, to prepare an agenda item requesting approval by the Council and authorization for the Mayor to execute the contract, to obtain any required approvals, and to present the item at a City Council meeting.

A contract must be executed by the other party prior to submission to the City Council for approval. A copy of the agenda item materials and the executed contract shall be provided to the City Clerk and the Finance Director for their records one week prior to the Council meeting.

- b. For Consultant-Managed Projects – The originating department shall be responsible for preparation of an agenda item, proper routing for approvals, and presentation to Council. A complete copy of the agenda item shall be provided to the Finance Director for his / her records.

The originating department is responsible for preparation of a proposed contract and obtaining approval by the City Attorney if it is to be included in the agenda item. The written recommendation in the agenda item shall include a request for authorization for the Mayor to execute the contract.

If a contract is not included in the agenda item, it shall be the originating department's responsibility at a later date, to prepare an agenda item requesting authorization for the Mayor to execute the contract, to obtain any required approvals and to present the item at a City Council meeting.

A contract must be executed by the other party prior to submission to the City Council for approval. A copy of the agenda item materials and the executed contract shall be provided to the City Clerk and Finance Director for their records one week prior to the City Council Meeting.

3. Notice of Award

Upon City Council approval, the originating department has 14 working days to contact the vendor to set up a meeting to discuss the start dates and any other items of concern, in which a "Notice to Proceed" document will be issued by the office of the City Clerk, and signed and agreed to by both parties. All required documentation, such as the signed contract, certificate(s) of insurance or bond(s) shall be in order prior to the "Notice to Proceed" being issued. All public construction bond(s) shall be provided by a surety company authorized to do business in the State of Florida and approved by the Finance Director. An alternative form of security may be provided in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or other form of security permitted by Florida Statute 255.05(7), in a form acceptable to the City Attorney and the Finance Director. The originating department shall be responsible for returning an executed original contract to the vendor. All documentation shall be recorded with the City Clerk's office and the bond shall be recorded and held at the City Clerk's office until the final release of all obligations by the vendor has been completed and signed off by all parties involved.

4. Forfeiting of Bonds (Default by Contractor)

All contracts for services (construction or otherwise) shall contain a clause providing for termination upon default of the contractor and providing that in such cases the surety company shall bear the responsibility for the completion of the contract, or if no surety company has provided a performance bond, the City may claim the alternative security and use such funds for the completion of the contract.

5. Termination for Convenience

All contracts (construction or otherwise) shall contain clauses providing for the termination of the contract for convenience of the City and shall prescribe methods by which the contractor may calculate the cost of work already performed, and termination settlement costs.

6. Indemnification

All contracts (Construction or otherwise) shall provide that the contractor (or other appropriate party) shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the contractor (or other appropriate party) and persons employed or utilized by the contractor (or other appropriate party) in the performance of the construction contract.

7. Liquidated Damages

The City reserves the right to require liquidated damages for projects that are time sensitive.

D. Work Orders/Authorizations

Work orders/Authorizations for continuing services agreements previously approved by the City Council may be approved by the City Manager, if within his defined authorization limits and if not prohibited within the agreement

E. Change Orders

1. Applicability

Modifications may be made to an executed contract, which do not substantially alter the character of the work contracted, and which do not vary substantially from the original specifications such as to constitute a new undertaking. Such changes must be reasonably viewed as being in fulfillment of the original scope of the contract and must be clearly directed to the achievement of a more satisfactory result, or to the elimination of work not necessary.

2. City Manager Authority

The City Manager is authorized to approve change orders to contracts executed under the City Manager's authority, provided the criteria in paragraph A above are met, and the total value of the contract change does not exceed a cumulative 15 percent of the total value of the contract. Changes in excess of a cumulative 15 percent of the total contract price must have the prior approval of the City Council. Unless otherwise specified upon Council approval of the contract.

F. Direct Purchase

In accordance with F.S. 212.08(6) and FAC Rule 12A-1.094, the City may elect to utilize direct purchase of materials for projects to reduce project cost through the elimination of sales tax. The election to do this shall be previously approved by the Finance Director.

G. Local Vendor Preference

The City extends preference to those vendors, contractors, or service providers, who have obtained a valid local Business Tax Receipt, issued by either the City of Crestview or Okaloosa County prior to bid submission; and, whose business address is located within the City limits of the City of Crestview, or boundaries of Okaloosa County, Florida. A post office box shall not be considered a physical business address.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within 5% of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business bidder.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within 5% of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference. The City reserves the right to make any award based on the best interest of the City.

7. RFP/RFQ

A. Request for Proposal (RFP)

If it is not practical or advantageous to procure any specific commodity or service by competitive sealed bidding, a request for proposals may be used.

1. RFP Process – An RFP is characterized by a description of the desired objective and a statement of evaluation criteria. RFP's may include a request for price to be considered in accordance with evaluation criteria. Except as modified by applicable law or this manual, RFP's shall be advertised, received, opened and processed, and shall be corrected, withdrawn and cancelled, in the same manner as bids discussed in section 6.
2. Evaluation Criteria – The RFP shall state the evaluation criteria and the relative importance of each evaluation criterion, including price, if applicable. Only criteria set forth in the request may be used to evaluate the proposals submitted.
3. Evaluation Committee – An evaluation committee shall be selected by the City Manager. The Evaluation Committee shall be comprised of not less than three and not more than seven members. A majority of members shall constitute a quorum. The City Clerk shall conduct the meeting and record minutes. Committee members are subject to the Code of Silence as defined in the list of definitions.
4. Review of Proposals – The Evaluation Committee shall review all proposals submitted in response to the RFP and shall make a recommendation for award based upon the evaluation criteria.
5. Non-Public Proceedings of the Evaluation Committee–If the Evaluation Committee (a) meets to discuss negotiation strategies or (b) meets with a proposer for the purpose of hearing a presentation, conducting discussions and asking questions, or conducting negotiations, such meetings may, at the election of the City, be held in private; provided, however, that a complete recording shall be made of any non-public portion of the meetings, no portion of the non-public meetings shall be held "off the record." The recording of the non-public portion of the meetings shall be considered a public record, under chapter 119, Florida Statutes, which is exempt from production to the public, until such time as the City provides notice of an intended decision, or until 30 days after opening of the proposals, whichever occurs earlier.
6. Negotiation of Proposals – The City may negotiate with any proposer to revise, value engineer, etc. any proposal, provided the revisions do not amount to a substantial and material change to the proposal, and provided that such revisions do not unfairly affect other proposers.
7. Award of Proposals – The originating department shall be responsible for preparing an agenda item submitting the committee's recommendation to Council for approval. A copy of the agenda item and all supporting documentation shall be provided to the Finance Director prior to submission to the Council.
The award shall be made to the most responsive and responsible proposer whose proposal is determined to be the most advantageous to the City, based upon the evaluation criteria.

B. Request for Qualifications (RFQ)

Certain professional services are required by the Consultant's Competitive Negotiation Act (CCNA) to be procured by the use of a Request for Qualifications (RFQ). An RFQ may also be used to procure professional services not covered by the Consultants' Competitive Negotiation Act.

1. RFQ Process – An RFQ is characterized by an invitation to professionals to submit a summary of their qualifications to perform a general or specific job or service. If the RFQ is subject to the CCNA, the City shall select no less than three professionals for discussions and, if requested by the City, for presentations.

After staff recommendation and approval by the Council, the City shall enter into negotiations for a contract with the most qualified professional(s). RFQs shall be governed by the CCNA, to the extent applicable. Except as modified by applicable law or this manual, RFQs shall be advertised, received, opened and processed, and shall be corrected, withdrawn and canceled, in the same manner as bids discussed in Section 6.

2. Evaluation Criteria – The qualifications of each firm responding to an RFQ subject to CCNA shall be determined in accordance with the criteria set forth in the Act, including, without limitation, the professional ability of personnel; whether the firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The qualifications of each firm responding to an RFQ which is not subject to the CCNA shall be determined in accordance with the criteria set forth in the RFQ.

3. Evaluation Committee - An evaluation committee shall be approved by the City Manager. The Evaluation Committee shall be comprised of not less than three and not more than seven members. A majority of members shall constitute a quorum. The City Clerk shall conduct the meeting and record minutes. Committee members are subject to the Code of Silence as defined in the list of definitions.

4. Review of Qualifications- The Evaluation Committee shall review the submittals of all firms responding to the RFQ. If the RFQ is subject to the CCNA, the Evaluation Committee shall select at least three firms (short list) for further discussions.

5. Non-Public Proceedings of the Evaluation Committee - If the Evaluation Committee (a) meets to discuss negotiation strategies (b) meets with any firm responding to the RFQ for the purpose of hearing a presentation, discussions and asking questions, or negotiations, such meetings may, at the election of the City, be held in private; provided, however, that a complete recording shall be made of any non-public portion of the meetings, and no portion of the non-public meetings shall be held "off the record."

The recording of the non-public portion of the meetings shall be considered a public record, under Chapter 119, Florida Statutes, which is exempt from production to the public until such time as the City provides notice of an intended decision, or until 30 days after opening of the quotes, whichever occurs earlier.

6. Ranking of Firms – The Evaluation Committee, after any discussions with and/or presentations by each shortlisted firm, shall vote on the final ranking. The ranking of firms shall indicate the Evaluation Committee's determination of the firms that are most highly qualified to perform the required services.

7. Ranking Reported to City Council - The Evaluation Committee's rankings of the firms shall be submitted to the City Council through the City Manager by the originating department.

Upon final ranking and selection by the City Council, the originating department shall proceed with negotiations; provided, however, that if the estimated value of the services is \$5,000 or less, the Finance Director, in consultation with the originating department, may determine final ranking and selection, and if the estimated value of services is \$10,000 or less, the City Manager, in consultation with the originating department, may determine final ranking and selection.

8. Negotiations – The originating department shall negotiate with the firms in the order and manner set forth in the CCNA, which generally requires that the originating department first negotiate with the most qualified firm. If negotiations are not successful, the originating department shall formally terminate negotiations with the most qualified firm and shall commence negotiations with the second most qualified firm. If negotiations are not successful, the originating department shall formally terminate negotiations with the second most qualified firm and shall commence negotiations with the third most qualified firm. If the City is unable to negotiate a satisfactory contract with any of the selected firms, the City may select additional firms responding to the RFQ in the order of their competence and qualification and continue negotiations in the same manner until an agreement is reached.

9. Award of Contract – At the conclusion of successful negotiations, a contract, approved by the City Attorney, shall be submitted to the City Manager (up to \$10,000) or the City Council (up to and in excess of \$10,000) for approval. A copy of the executed contract shall be transmitted to the City Clerk's Office for the permanent file.

C. Ranking of Firms in RFP and RFQ Process

The ranking of firms in an RFP or RFQ process shall be done in the following manner, unless otherwise specified within the RFP or RFQ:

1. The RFP or RFQ solicitation documents shall list the evaluation criteria and assign a maximum number of points available for each criterion. The total maximum number of points available for all criteria shall be 100.
2. Each member of the evaluation committee shall evaluate each firm by assigning a number of points for each criterion and then totaling the number of points for all criteria.
3. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.

After interviews in an RFQ process (or in an RFP process, if interviews are held), and based upon information learned during the interviews, each committee member may change his or her ranking of firms.

8. Bonds and Insurance

A. Bonds

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his/her obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

1. Bid Bond – This is a document, usually in the amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if he/she wins the award. Bid bonds protect the City from erroneous or deliberate low bids which the vendor has no intention of honoring. Should he/she fail to enter into a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid. Bid bonds may be required at the discretion of the City Manager.
2. Performance Bond – This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract and is generally in an amount of 100% of the bid. This bond affords protection from non-performance and/or non-completion of major contracts, the efforts of which could result in considerable injury to the City. Should the vendor default, the bond is cashed, and the City may utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract. Performance bonds are required for all projects over \$50,000.
3. Payment Bond – This bond guarantees payment of sub-contractors and suppliers providing goods and services to the general contractor, who is under contract with the City. This payment bond relieves the City of financial liens against a project should the general contractor fail to pay his/her suppliers and sub-contractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract. **Note: The City Clerk's office will be responsible to safeguard all bonds and bid deposits.**
4. Labor & Material Bond – Same requirements as the Payment Bond. The bond guaranty may, at the discretion of the City, be in the form of a cashier's check, bank money order, bank draft and any national or State bank, certified check, or surety bond, payable to the City. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government.
5. Letter of Credit – Preferred in the case of certain construction projects or multi-year contracts and must be irrevocable.

B. Insurance Terms and Conditions

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions.

The vendor, at his own cost, must secure insurance policies that name the City of Crestview as an “additional insured” party. The insurance guidelines in this section are applicable to all agreements, contracts, and leases.

Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, construction, or lease.

Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, contracts, or leases, on an as-needed basis.

Agreements, contracts, and leases shall contain risk management/insurance terms to protect the City’s interest.

1. City Defined – The term City (wherever it may appear) is defined to mean the City itself, its Council, officers, employees, volunteers, representatives, and agents.
2. Other Party Defined – The term Other Party (whenever it appears) is defined to mean the other person or entity which is party to an agreement, contract, or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, or contractors and subcontractors.
3. Hold Harmless – The other party agrees to hold the City harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting there from, arising out of an agreement, contract, or lease unless such claims are a result of the City’s sole negligence.
4. Payment on behalf of the City – The other party agrees to pay on behalf of the City, and to pay the cost of the City’s legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph above.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City’s exclusive remedy.

5. Loss Control / Safety – Precaution shall be exercised at all times by the other party for the protection of all persons, including employees and property.

The other party shall be expected to comply with all laws, regulations, or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The other party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the City.

C. General Insurance Requirements

The other party shall procure and maintain the described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the other party. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interest or liabilities, but are merely minimums.

D. Certificates of Insurance

The Contractor shall procure and maintain required insurance coverages documented on Certificates of Insurance. Such policies shall be from insurers with an "A" or better Best Rating is "preferred;" however, other ratings if "Secure Best Ratings" may be considered.

E. Basic Insurance Coverage Required

1. Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with a Best's rating of no less than A:VII. All policies shall be on an occurrence-made basis; the City shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

2. Workers Compensation Coverage – The Other Party shall purchase and maintain workers compensation for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least \$100,000 each accident, \$100,000 each disease/employee and \$500,000 per disease/policy limit. The Other Party shall also purchase any other coverages by law for the benefit of employees.

3. Business Auto Policy – The Other Party shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Other Party does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Other Party to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

4. Professional Liability – The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a Self-Insured Retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive data equals or precedes the effective date of this contract.

In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive data advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. To be used with consultants or engineers only.

5. Indemnification – The Other Party shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cost, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Other Party, or its agents, employees or subcontractors, in the performance of this contract.

F. Additional Insurance

The following types of insurance may be determined relevant to an agreement, contract, or lease by the City and will be required of the other party when so stipulated.

1. Liquor Liability – In anticipation of alcohol being sold/present, the other party shall provide evidence of coverage for liquor liability in an amount equal to the General/Umbrella/Excess liability coverage. If the General Liability insurance covers liquor liability (e.g. host or other coverage), the other party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the General/Umbrella/Excess liability policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.
2. Property Coverage for Leases – The other party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost and shall include an agreed value endorsement to waive coinsurance. Coverage shall also include continued full payment of rents to the City for up to one year after damage or destruction of the property.

9. Bid Protest Procedure

Any actual or prospective bidder or proposer who is adversely affected by the City's decision or intended decision in connection with a competitive selection process shall first file with the Finance Director a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest and bid protest bond shall be filed within 3 days after the date the notice of protest is filed.

A notice of protest shall not be filed before the 72-hour period begins. The 72-hour period begins upon electronic posting of a decision or intended decision. The notice of protest must be received by the agency before the 72-hour period expires. The notice of protest must be filed with the Finance Director. The 72-hour period is not extended by service of the notice of protest by mail.

The "formal written protest" required by this policy is a petition that states with particularity the facts and law upon which the protest is based. The formal written protest shall contain the following information:

- a. The identification of the petitioner, including the petitioner's e-mail address, if any, for the transmittal of subsequent documents by electronic means.
- b. A statement of when and how the petitioner received notice of the City's action or proposed action.
- c. An explanation of how the petitioner's substantial interests are or will be affected by the action or proposed action.
- d. A statement of all material facts disputed by the petitioner or a statement that there are no disputed facts.
- e. A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the City's proposed action.
- f. A statement of the specific rules, ordinances or statutes that the petitioner contends require reversal or modification of the City's proposed action, including an explanation of how the alleged facts relate to the specific rules, ordinances or statutes.
- g. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the City to take with respect to the proposed action.
- h. The name, address, e-mail address, and telephone number of the party making the request and the name, address, and telephone number of the party's counsel or qualified representative upon whom service of decisions and other papers shall be made.

Bid protest bonds are required for all protests of intended City action to award contracts and to any protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The bid protest bond amount shall be the greater of \$25,000.00 or the amount of the bid indicated by the City as the recipient of an intended contract award. Bonds are not to be filed with the notice of protest, but must be filed with the formal written protest or within the 3-day period allowed for filing the formal written protest. A bond can be in substantially the following form:

CITY OF CRESTVIEW PROCUREMENT PROTEST BOND

Bond Number: _____

Contract Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ a (mark one) ☐ corporation, ☐ partnership, ☐ proprietorship, organized and existing under the laws of the State of _____, and having its principal place of business at _____, as PRINCIPAL; and _____, a surety company, organized under the laws of the State of _____, and duly authorized to do business in the State of Florida, whose principal place of business is _____, as SURETY, are held and firmly bound unto the CITY OF CRESTVIEW as OBLIGEE, in the amount of \$_____ for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

The above-named Principal has initiated a protest regarding the Obligee's decision or intended decision pertaining to Bid Number _____. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

NOW, THEREFORE, the condition of this Bond is that if the Principal, after the administrative hearing process and/or any court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and/or judgment, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The Obligee may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorneys' fees.

PRINCIPAL: _____

BY: _____

Title: _____ (CORPORATE SEAL)

ATTEST: _____

SURETY: _____

BY: _____

Title: _____ (CORPORATE SEAL)

Florida Resident Agent: _____

(Note: Power of Attorney showing authority of Surety's agent or Attorney in Fact must be attached).

Bonds must be countersigned by an agent licensed in Florida. A cashier's check or money order in lieu of a bond is acceptable.

Failure to file a notice of protest or failure to file a formal written protest with a bond in the form set forth below shall constitute an absolute waiver of proceedings under this policy and a waiver of any protests or challenges by any person. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the time periods provided by this paragraph.

1. **Decision** - The Finance Director shall promptly investigate the basis of the protest and, after consultation with the originating department, the City Attorney and any other person or entity deemed necessary by the Finance Director, shall issue a decision in writing. The burden of proof shall rest with the party protesting the proposed action to be taken by the City. The standard of proof for protest proceedings shall be whether the proposed City action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended City action to reject all bids, proposals, or replies, the standard of review shall be whether the City's intended action is illegal, arbitrary, dishonest, or fraudulent.

A copy of the decision shall be furnished immediately to the protestor and any other party determined by the Finance Director to be directly affected by the decision. The decision shall:

- A. State the decision and the basis for the decision, and
- B. Set forth the protestor's right to administrative review.

2. **Administrative Review** – If the protestor disagrees with the decision of the Finance Director, the protestor may appeal the decision to City Manager, followed by the City Council, provided written notice of such appeal shall be submitted by the protestor to the Finance Director within three (3) calendar days of service of the Finance Director's decision to the protestor at the electronic mail address specified by the petitioner in the formal written protest.

3. **Stay of Procurement** – In the event of a timely and properly filed protest, the City shall not proceed further with the solicitation or award process until all administrative remedies have been exhausted, or until the City Manager or City Council, as appropriate, sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to protect substantial interests of the City.



Piggyback Checklist - Required Documentation (Local Source Funding)

In lieu of requesting competitive solicitations, the City may make purchases at or below the specified prices from contracts awarded by other City or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the City.

Definition: Piggyback Contracting is “a form of intergovernmental cooperative purchasing in which an entity will extend the pricing and terms of a contract entered into by a larger entity. Generally, a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.” -National Institute of Governmental Purchasing (NIGP).

In order to utilize a bid/contract as noted above, the following documents must be received:

- ____ Original bid document that was issued by the agency.
- ____
- ____ Copy of awarded firm’s bid submittal.
- ____ Agency’s Board approval document (agenda item, rational, etc).
- ____ Copy of the fully executed (signed) contract (if applicable).

1. The requesting department must first verify the proposed agency’s Invitation to Bid/Request for Proposal/Invitation to Negotiate specifications and award information to ensure that they meet the requirements of the requesting department and City.
2. Please note the term “piggyback” only applies when the item(s) or service(s) to be purchased and the award term are the same as the original award.
3. When piggybacking off the State of Florida or the Florida Sheriff’s Association only a copy of the fully executed (signed) contract is necessary.



Piggyback Checklist - Required Documentation (Federal & State Source Funding)

(Note: FEMA “disfavors” Piggybacks per “Prohibited Contract Terms”, FEMA Applicant Compliance with Procurement Requirements.) Other federal guidance encourages its use, refer to (2 CFR § 200.318(e)).

- _____ Does the proposed agency’s solicitation specifications and award information meet the requirements of our need?
- _____ If the proposed piggyback is an Invitation to Bid: Purchasing staff will prepare a letter for the awarded vendor to sign. This letter verifies that the vendor agrees to offer the same bid pricing, terms and conditions to the District for a specified period of time.
- _____ Original bid document that was issued by the agency.
- _____ Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?
- _____ If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?
- _____ Proof of agency’s legal advertisement (i.e. newspaper, website posting or third-party provider posting.)
- _____ Copy of awarded firm’s bid submittal.
- _____ Bid tabulation sheet.
- _____ Agency’s Board approval document (agenda item, rational, etc.).
- _____ Copy of the fully executed (signed) contract (if applicable).
- _____ Number of firms notified.
- _____ Number of firms that downloaded the solicitation document.
- _____ Were geographical preferences included in the original solicitation/contract? (No geographic preferences are permitted with the exception of some architectural work or some FEMA work.)
- _____ Were the piggybacking quantities included in the original solicitation; (i.e., were they in the original bid and were they evaluated as part of the contract award decision?
- _____ If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?
- _____ Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.
- _____ If you will require changes to the deliverables, are they “within the scope” of the contractor are they “cardinal changes”?
- _____ Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits?
- _____ Did the Contractor submit the “certifications” required by Federal regulations?
- _____ Was a cost or price analysis (>\$250,000) performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interest of the City?



**Request for Emergency Procurement
Field Purchase Order No. _____**

Requestor: _____

Date: _____

Department: _____

AC/Project #: _____

Vendor Name: _____

New Vendor: Yes / No

If yes, will need to complete a W9, new
vendor form and may need to provide
insurance information

1. Date of Emergency: _____ / Estimate or Invoice Amount \$ _____

2. A Full Written Determination of the Basis of the Emergency (attach additional documentation if needed): _____

3. Description of Product or Services Provided: _____

4. Why was this vendor selected to provide the goods or services? : _____

5. Provide copy of invoice for emergency work performed (as well as any quotes received). Please note there should only be one invoice per FPO.

To the best of my knowledge, the foregoing summary for the product or service sought
by the requesting department meets all of the criteria for an emergency procurement.

Approvals

Finance Director (up to \$50,000)

Date: _____

City Manager (\$50,001-\$100,000)

Date: _____

City Council (over \$100,000):

Date: _____



Justification for Sole Source Purchases or Contracts

Purpose

Sole source justification provides evidence that a competitive procurement is impractical. Staff must request approval for the sole source procurement of equipment, construction, supplies or services when a purchase will exceed \$7,500. All purchases over \$100,001 require City Council approval.

Statement:

I am aware that the City of Crestview requires competitive procurements whenever practicable. I am requesting a sole source procurement based on the criteria stated above. These statements are complete and accurate based on my professional judgment and investigations.

Requestor: _____	Requestor Signature: _____
Department _____	Budget Line: _____
Date: _____	New Vendor: Yes / No
Vendor Name: _____	If yes, will need to complete a W9 and may
Amount/Value: _____	need to provide insurance information.

Briefly describe the equipment, construction, supplies or services requested, and its purpose or use:

What are the consequences or risks of not securing this equipment, construction, supplies or services from this company?

Please provide information that supports your specific requirements necessitating a sole source purchase:

Approvals:

Department Head: _____
Finance Director: _____
City Manager: _____
City Council: _____

Appendix E

Date: _____

To: _____

From: _____

Please process a check in the amount of: _____

The payment is to be payable to: _____

The account number to code the check is:

The reason for check is:

Approved By

Requisition No. _____

Name _____

Date: _____

Dept: _____

Item/Service Requested:

Quote 1

Company _____

Contact _____

Vendor No. _____

Phone No. _____

Quote _____

___mail___telephone___fax___email___other

Quote 2

Company _____

Contact _____

Vendor No. _____

Phone No. _____

Quote _____

___mail___telephone___fax___email___other

Quote 3

Company _____

Contact _____

Vendor No. _____

Phone No. _____

Quote _____

___mail___telephone___fax___email___other

I hereby affirm that the above quotes have been sought and conform in every respect with the requirements of the City's Purchasing Manual.

Department Head



Appendix G

Quote/Estimate

City of Crestview

198 N Wilson St, Crestview FL 32539
 850-682-1560 ext 249
 heathersutton@cityofcrestview.org

REQUISITION NO. _____

DATE: _____

EXPIRATION DATE _____

TO Company _____
 Vendor No. _____
 Phone No. _____

SALESPERSON	DEPARTMENT	PAYMENT TERMS	PREPARED BY
		30 Days	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
SUBTOTAL			
SHIPPING			
TOTAL			



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621551C-8	08/31/2022	08/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF CRESTVIEW
198 N WILSON ST
CRESTVIEW FL 32536-3436

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



CITY OF CRESTVIEW

P O Box 1209 Crestview, Fl 32536

Phone: (850) 682-1560 Fax: (850) 682-8077

E-Mail: accountspayable@cityofcrestview.org

Employee

Name:

Department:

Place of Travel:**Purpose of Travel:**

Dates of Travel:

From:

To:

[illegible]

Notes

The current mileage reimbursement is \$.58 per mile

Expense reports are due within 3 Business days upon completion of travel.

Meals : Breakfast - \$13 when Travel begins before 6 am and extends beyond 8 am

Lunch - \$15 when travel begins before noon and extends beyond 2 pm

- Dinner - \$26 when travel begins before 6 pm and extends beyond 8 pm

Explanation of Other Expenses:

Misc expenses.

Approved by: _____

Date Paid: _____

Amount: _____

Check # _____

Account #

Date: _____

— I hereby acknowledge that I have incurred the above expenses on behalf of the City of Crestview in the performance of official duties and this claim is true and correct in every material matter and the same conforms in every respect with the requirements of Section 112.061 of Florida Statutes.

Signature: _____

Date: _____

Key Policy Guidance

Table 1 - Purchasing Process Thresholds

PROCUREMENT METHOD	THRESHOLD	SIGNATURE AUTHORITY
Level 1 Purchase Quote Requirement: 1 Verbal	\$0 - \$7,500	Department Director or Designee
Level 2 Purchase Quote Requirement: 3 Written Quotes	\$7,501 - \$50,000	Finance Director
Level 3 Purchase Quote Requirement: 3 Documented Written Quotes	\$50,001-\$100,000	City Manager
Level 4 Purchase Bid Requirement: Formal Bid Solicitation by end-user	\$100,000.01 and Over	City Council



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

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: 1/19/2023
SUBJECT: General Engineering and Consulting Services Task Order 2023-02

BACKGROUND:

Jacobs Engineering Group Inc. (Jacobs) will provide ongoing technical support, expertise and consulting services related to utilities and other miscellaneous services. These services will be provided at the request of the Public Services Department.

DISCUSSION:

The purpose of Task Order 2023-02 is to authorize and direct Jacobs Engineering Group to provide Professional Engineering, consulting and support services for general assistance to the City of Crestview. These services will be provided as directed by the Public Services Department on an as-needed basis for engineering assistance for research, planning, and evaluation of wastewater treatment and disposal issues, FEDP, NFWFMD, and other agency coordination as needed.

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.

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The engineering services will be provided on an as-needed basis, with an estimated amount of \$20,000 for FY 2023. These services will be funded from the 440-0510-519-31.03 Utility Master Plan budget.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Mayor to execute Task Order 2023-02 for Jacobs to provide general professional and consulting services assistance on an as-needed basis. .

Attachments

1. Crestview TO 23-02 GenEngServicesR1

TASK ORDER 2023 - 02

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

Provide General Professional Engineering and Consulting Services Assistance on an as needed basis.

Article A. Purpose

The purpose of Task Order 2023-02 is to authorize and direct Jacobs Engineering Group Inc. (Jacobs) to provide Professional Engineering, consulting and support services for general assistance to the City of Crestview (City). These services will be provided as directed by the City on an as-needed basis, per the request of the City. The services that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

Task 1-Technical Consultation and Support

Jacobs will, as requested by the City, provide ongoing technical support, expertise and consulting services related to utilities and other miscellaneous services. These services shall include, but are not limited to, the following items:

- Assist with researching, study, planning, and evaluating wastewater treatment and disposal alternatives, existing sewage collection system, and other wastewater issues.
- Provide coordination with and report preparation for regulatory agencies such as FDEP, NWFWM, USACE to explore funding alternatives, discuss and evaluate existing, pending and future regulation, representation of City at meetings and workshops, and other services to assist the City with maintaining compliance with regulatory related items.
- Assist with stakeholder involvement in utility planning related activities including local, state, and governmental stakeholders including current and potential wastewater customers.
- Provide general professional engineering, consulting and support services as directed by City.

Article C. Compensation

As compensation for providing the services described in Article B. Scope of Services of this Task Order 2023 - 02, the City shall pay the Jacobs in accordance with Section 5 the Agreement. Compensation for services for this Task Order will be on a time-and-materials basis, with a not-to-exceed amount of \$20,000. Requests for tasks and notice to proceed shall be based on email correspondence.

Jacobs will keep the City informed of progress so that the budget and/or work effort can be adjusted if found necessary.

Article D. Period of Service

The General Services tasks associated with this task order will be effective upon execution and extend to December 31, 2023. Schedules for individual tasks shall be described in email correspondence when identified.

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2023-02. 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: P.O. Drawer 1209 Crestview, Florida 32536	Address: 25 W. Cedar Street, Suite 350 Pensacola, Florida 32502
Telephone: (850) 682-6134	Telephone: (850) 266-3975

Article F. Authorization:

Task Order 2023-02 is effective as of _____, 2023	
Accepted for City by:	Accepted for Jacobs Engineering Group Inc. by:
	
Name: J.B. Whitten	Name: Scott L Jernigan, PE
Title: Mayor	Title: Principal Project Manager



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

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: 1/19/2023
SUBJECT: Design and Bidding for Utilities on the Bypass Roadway - Task Order 2023-03

BACKGROUND:

The City of Crestview continues to experience significant growth, and all indications are that this will continue. In order to facilitate this growth, expansion of water, sewer, and reclaimed water infrastructure is required. This Task Order, 2023-03, is to authorize Jacobs Engineering to provide professional engineering services to design the necessary infrastructure along the new Bypass roadway.

DISCUSSION:

The City of Crestview has seen significant growth in recent years and with that growth the infrastructure system will need further expansion. Okaloosa County and FDOT have initiated projects to develop a parallel roadway to State Road 85 to maintain an acceptable level of service and the Okaloosa County School Board has plans to construct a new school near this corridor. The new Bypass generally includes a new roadway from US 90 south to Interstate 10, a new interstate interchange, and a connection to an expanded PJ Adams Parkway. All of these roadway components are currently under construction. The City desires to add utility infrastructure along this corridor to support future growth and development. The proposed infrastructure would include a new water main, a new sewer force main, a new regional lift station, and a new reclaimed water main. The purpose of Task Order 2023-03 is to authorize and direct Jacobs Engineering to provide professional engineering services for the design of the utilities along the Bypass for the City.

These tasks will include:

1. Utility Planning and Preliminary Design
2. Preliminary Route Drawings and 90% Pipeline Design
3. Regional lift station design
4. RFB Package and FDEP Permitting
5. Bidding Assistance & Bid Evaluation

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The cost for the Bypass Utility Design is \$245,000. This will be funded from account #332.1633.533.63.00, Capital Improvements Fund Water Division Improvements account.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Mayor to execute Task Order 2023-03 to proceed with the Bypass Utility Design.

Attachments

1. Crestview_SR85 Bypass Study Area and Wetlands
2. Crestview_SR85 Bypass Utilities
3. Crestview TO 23-03 SR85 Bypass UtilitiesR2

FIGURE 1
UTILITY PLANNING AREA

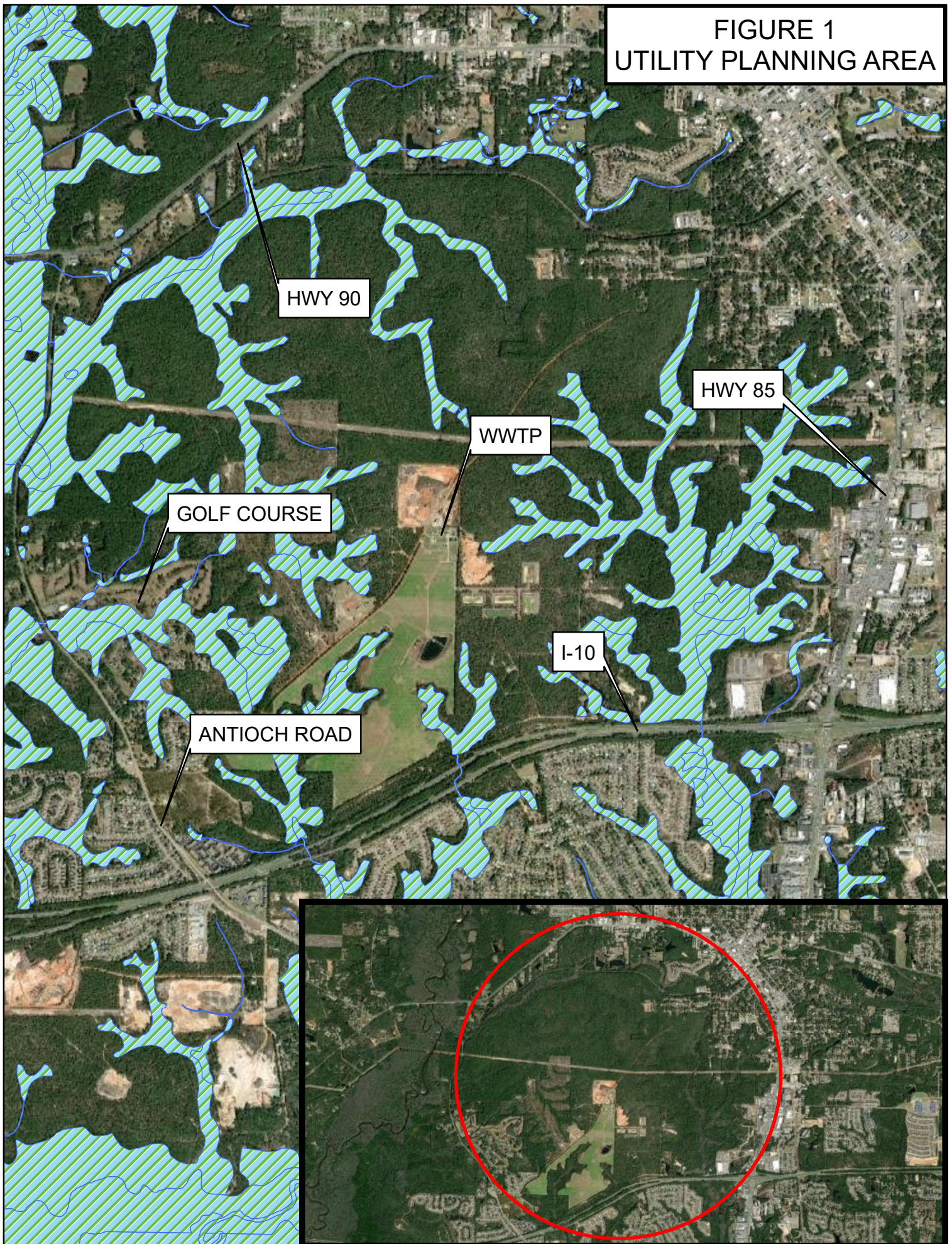
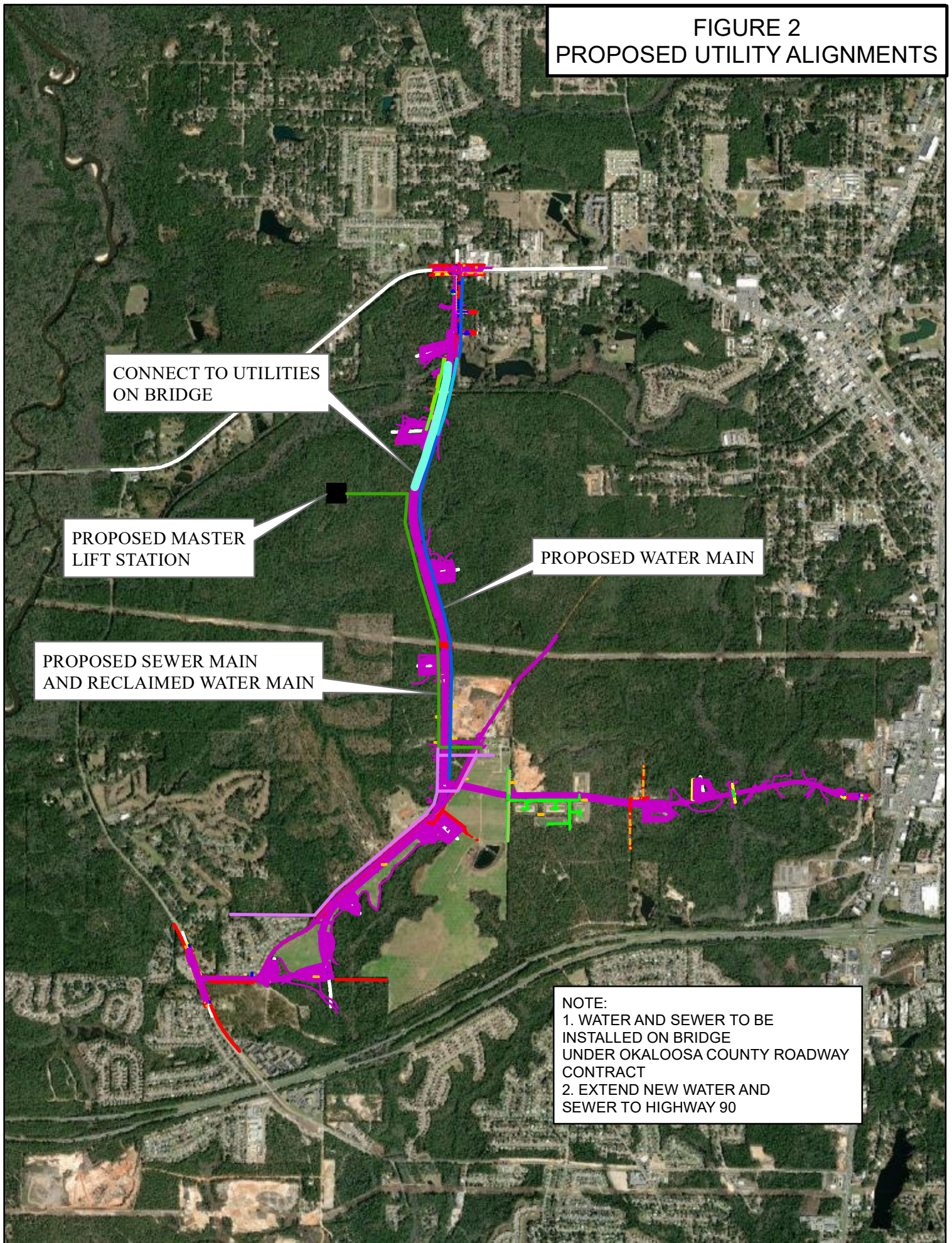


FIGURE 2
PROPOSED UTILITY ALIGNMENTS



TASK ORDER 2023 - 03

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES 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 Design and Bidding for the Utilities on the SR 85 Bypass Roadway.

Article A. Purpose

The City of Crestview (City) has seen significant growth in recent years and with that growth the infrastructure system has been expanded. Okaloosa County and FDOT have initiated projects to develop a parallel roadway to State Road 85 to maintain an acceptable level of service and the Okaloosa County School Board has plans to construct a new school near this corridor. The new State Road 85 Bypass generally includes a new highway from US 90 south to Interstate 10, a new interstate interchange, and connection to an expanded PJ Adams Parkway. All of these roadway components are currently under construction. The City desires to add utility infrastructure along this corridor to support future growth and development. The proposed infrastructure would include a new water main, a new sewer force main, a new regional lift station, and a new reclaimed water main. The purpose of Task Order 2023-03 is to authorize and direct Jacobs Engineering Group, Inc. (Jacobs) to provide professional engineering services for the design of the utilities along the SR 85 Bypass for the City. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

Task 1 – Utility Planning and Preliminary Design

Jacobs will prepare a utility plan to identify potential improvements along the corridor. The planning document will evaluate the potential flows so that the infrastructure can be sized to accommodate the proposed growth in the area. This document will also be available to support funding efforts as needed. Jacobs will prepare a draft document and submit to the City for review. Jacobs will conduct a review meeting to discuss comments from the City review. Following receipt of comments, Jacobs will prepare a final planning document for submittal to the City.

Deliverables

- Draft Utility Planning Document (PDF)
- Final Utility Planning Document (2 hard copies and a PDF version)

Task 2 – Preliminary Route Drawings and 90% Pipeline Design

Jacobs will produce draft pipeline routing drawings for the water, sewer, and reclaimed water mains. These drawings will be developed to locate the pipelines in the right of way along the new highway corridor. The draft drawings will be submitted to the City for review and comment. Jacobs

will conduct a design review meeting to discuss any comments related to the preliminary submittal. Jacobs will incorporate comments from the design review meeting and prepare a 90% pipeline design submittal. The 90% design package will be submitted to the City for review and comment. Comments will be incorporated in a released for bid (RFB) package.

Deliverables

- Draft pipeline route drawings (PDF)
- Draft 90% pipeline design submittal (PDF)

Task 3 – Lift station design

Jacobs will produce lift station drawings for the new regional lift station. The new station will be located on a parcel adjacent to or provided by the school board. Once the parcel is identified, Jacobs will subcontract with a surveyor and a geotechnical engineer to provide a topographical survey and a geotechnical investigation. Following receipt of the survey, Jacobs will develop 60% and 90% design submittals for the lift station. The 60% submittal will include sizing calculations, site plans, process mechanical drawings, single line drawings, and P&IDs. The 60% design package will be submitted to the City for review and comment. Following receipt of comments, Jacobs will develop the 90% design package. This submittal will include advanced site plans, mechanical drawings, structural drawings, and electrical and I&C drawings. The 90% drawings will be submitted to the City for review and comment. Jacobs will conduct a design review meeting for the 60% submittal and the 90% submittal. It is anticipated that the 60% design review will be in-person, and the 90% review will be virtual. Jacobs will incorporate comments from the 90% review into RFB construction drawings.

Deliverables

- 60% lift station drawings (PDF)
- 90% Lift station drawings (PDF)

Task 4 – Specifications

Jacobs will produce specifications for the project. The specifications will include the City's standard front-end documents and technical specifications for the pipelines and lift station. Jacobs will develop a 90% specifications package that will be submitted concurrent with the lift station 90% design drawings. The specifications will be submitted to the City for review and comment. Comments will be incorporated into a RFB package.

Deliverables

- 90% specifications (PDF)

Task 5 – RFB Package and Permitting

Following receipt of comments on the 90% submittal, Jacobs will develop permit applications for the water main extension, lift station and force main extension, and reclaimed water main. The permit applications will be submitted to FDEP for review. Jacobs will also develop RFB construction

documents that will include the lift station and pipeline drawings and specifications. Jacobs will deliver the RFB package in PDF format for publication to the City's bid software

Deliverables

- Permit Applications
- RFB contract documents (PDF)

Task 6 – Bidding Assistance

Jacobs will assist with bidding services for the project. Jacobs will conduct a pre-bid meeting and review requests for information. Jacobs will prepare addenda as needed to clarify questions related to the documents. Jacobs will attend the bid opening and provide a bid analysis and recommendation of award.

Deliverables

- Addenda, as needed.
- Bid Analysis and Recommendation of Award.

Assumptions and Specific Conditions

The following assumptions have been included in the preparation of this Scope of Services. These assumptions are based on the project scope. Strict adherence to the assumptions described below is a specific condition to this scope of services.

Deviations from these assumptions will require additional effort not previously considered by Jacobs. Should deviations from these assumptions be required to deliver the services described in this Scope of Services, the scope of services 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.

- The lift station and pipelines will be bid as a single package.
- It is expected that the lift station will be a triplex station.
- Jacobs will review available property along the corridor, recent development order submittals to the City, and current population projections to develop the proposed flows for the City. A water or sewer model will not be developed under this task order. Jacobs will coordinate with the City and its modeling consultant in the planning and preliminary design of these facilities.
- Services during construction are not included in this task order. A separate task order will be provided to include services during construction.
- The SR 85 bypass drawings from Okaloosa County will be used as the base files for this project. The City will request electronic copies of those files.
- The new water main will connect to the existing utilities near Arena Road on the south end and the utilities on the new bridge that is part of the SR 85 Bypass construction. The new force main will transmit flow to the WWTP. The force main will also be connected to the force main on the

new bridge. The reclaimed water main will be extended to the new SR 85 bypass bridge. See attached figures for clarifications.

Article C. Compensation

As compensation for providing the services described in Article B. Scope of Services of this Task Order 2023-03, the City shall pay the Jacobs in accordance with Section 5 of the Agreement. Compensation for services for this Task Order will be on a lump sum basis in the amount of \$245,000. An approximate breakdown of tasks is shown in the table below.

Jacobs will keep the City informed of progress so that the budget and/or work effort can be adjusted if found necessary.

Task	Description	Amount
1	Utility Planning and Preliminary Design	\$15,800
2	Preliminary Route Drawings and 90% Pipeline Design	\$64,800
3	Lift Station Design	\$75,000
4	Specifications	\$26,600
5	RFB Documents and Permitting	\$32,000
6	Bidding Assistance	\$8,800
	Expenses and Subconsultant Allowance	\$22,000
	TOTAL	\$245,000

Article D. Period of Service

The tasks associated with this task order will be effective upon execution. A preliminary schedule is shown below.

Notice to proceed	February 1, 2023
Draft utility planning document	March 10, 2023
Draft pipeline route drawings	March 24, 2023
Survey and Geotechnical	April 7, 2023
60% Lift Station drawings	May 5, 2023

90% pipeline and LS drawings	June 2, 2023
RFB documents	July 7, 2023
Advertise for Bid	August 4, 2023

Article E. Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 2023-03. 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: P.O. Drawer 1209 Crestview, Florida 32536	Address: 25 W. Cedar Street, Suite 350 Pensacola, Florida 32502
Telephone: (850) 682-6134	Telephone: (850) 266-3975

Article F. Authorization:

Task Order 2023-03 is effective as of _____, 2023	
Accepted for City by:	Accepted for Jacobs Engineering Group, Inc. by:
	
Name: J.B. Whitten	Name: Scott L Jernigan, PE
Title: Mayor	Title: Pensacola Area Market Lead



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 1/19/2023
SUBJECT: Memorandum of Understanding - Dollar General

BACKGROUND:

Staff received the initial application submittal for the Dollar General project, a 10,640 square foot retail building and associated improvements located on approximately 3 acres, at 222 E Redstone Ave, in early December. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Dollar General project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of \$38,500.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

This MOU, if approved, also needs to be signed by the Mayor and the City Clerk.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

This MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the attached Memorandum of Understanding and send to the Mayor and City Clerk for signature.

Attachments

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

January 17th, 2023

Subject: **Dollar General (the Development)**
 City of Crestview, Florida & Teramore Development, LLC (the Developer)

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed Dollar General (the Development) and has been provided with the following acknowledgements:

- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of \$38,500.00 to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

Teramore Development LLC

BY: J.B. Whitten, Mayor

BY: _____

Maryanne Schrader, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

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: 1/17/2023
SUBJECT: Approval of January 9, 2023 City Council Regular Meeting Minutes

BACKGROUND:

Draft minutes were disbursed prior to the meeting.

DISCUSSION:

Routine approval of the minutes.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the January 9, 2023 Regular Meeting Minutes.

Attachments

1. 01092023 City Council Regular Meeting Minutes Draft

City Council Regular Meeting Minutes -DRAFT
January 9, 2023
6:00 p.m.
Council Chambers

1. Call to Order

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

2. Invocation, Pledge of Allegiance

2.1. Pastor Brian Walton of Community of Christ Church

The Invocation was led by Pastor Brian Walton of Community of Christ Church, followed by the Pledge of Allegiance led by a scout representing Pack 535.

3. Open Policy Making and Legislative Session

Mayor JB Whitten reviewed the rules of procedure.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Joe Blocker to approve the agenda, as presented.

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

5. Presentations and Reports

No items were presented.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Joe Blocker and seconded by Councilmember Douglas Capps to approve the Consent Agenda, as presented.

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

6.1. Task Order 2022-2 Arena Road Water Tank Design

6.2. FP&L Roadway Illumination Agreement

6.3. Memorandum of Understanding – Arbours at Crestview

6.5. Approval of the Referee Contract

6.6. Approval of the December 12, 2022 Regular Meeting Minutes

7. Public Hearings / Ordinances on Second Reading

None scheduled.

8. Ordinances on First Reading

8.1. Ordinance 1915 - Amending Chapter 6 of the Land Development Code

Senior Planner Nicholas Schwendt presented Ordinance 1915 to the City Council stating the intent was to amend various sections of Chapter 6 of the LDC. He explained that the change largely pertains to commercial developments and setbacks. He explained the amendment revised building height compatibility requirements to be more easily measurable and applicable in Section 6.00.03. Additionally, the compatibility buffer requirement was changed to be measured from the structure itself rather than the property line.

For Sections 6.02.04 and 6.02.05, the items were moved under a newly created Section 6.04.00, which was created to specifically contain the overlay district standards, as they were previously under the Mixed-Use section. In Section 6.03.01 amendments were made setback requirements for commercial zones and landscape buffer.

The new Section 6.04.01, which includes development standards for the Downtown Overlay District (DOD), was amended to remove a required 5' setback from any alley within the DOD, as staff determined that almost every alley within the overlay district has at least one building that violated this setback.

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

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Amending Chapter 6 – Development Standards, of the City Of Crestview Land Development Code; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal Of Conflicting Codes And Ordinances; And Providing For An Effective Date.

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

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to approve Ordinance 1915 on First Reading and move to Second Reading.

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

8.2. Ordinance 1916 - Code Enforcement Mitigation

Police Chief Stephen McCosker presented Ordinance 1916 to the City Council for first reading. He went over the process for locating the property owner to obtain voluntary compliance. He went over Code enforcement efforts by his staff to get the property into compliance, as well as the Hearing process before the Special

Magistrate. He reviewed the process of fines that accumulate on the property that are non-compliant, and the mitigation methods.

City Manager Tim Bolduc said we have been consistent, but we want to codify the consistency. The final amount is based on the Just Market Value. The monies are set aside to assist in the clean-up. The funds may be used to pay tipping fees. This is another resource to gain compliance.

Police Chief Stephen McCosker asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Amending Chapter 2, Article III., Division 5. – Code Enforcement Special Magistrate, of the City of Crestview Code of Ordinances; Providing For Authority; Providing For Filing of This Ordinance With the Clerk of the Circuit Court of Okaloosa County; Providing For Severability; Providing For Scrivener’s Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

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

Motion by Councilmember Ryan Bullard and seconded by Councilmember Joe Blocker to approve Ordinance 1916 on First Reading and move to Second Reading for adoption.

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

9. Resolutions

9.1. A Resolution of support for the FLC Legislative Platform

City Manager Tim Bolduc presented the Resolution to the City Council for our support of the Florida League of Cities specific legislative platforms. He went over the list of priorities supporting Home Rule, a clear mobility plan, legislation that restores authority to local government regarding short-term rentals, supporting legislation requiring monies from Sadowski fund to be used for the Affordable Housing Trust Fund, supporting statewide water source investments and authorizing Watershed Management to qualify for funding.

City Manager Tim Bolduc asked the City Clerk to read the Resolution.

City Clerk Maryanne Schrader read the Resolution by title: A Resolution of the City of Crestview, Urging Members of the Florida Legislature to Support the 2023 Florida League of Cities Legislative Platform.

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

Motion by Councilmember Cynthia Brown and seconded by Mayor Pro-Tem Andrew Rencich to approve a Resolution of support for the FLC Legislative Platform.

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

10. Action Items

10.1. Authorization to Proceed with the foreclosures of Code Compliance Liens

City Manager T. Bolduc went over the three properties that are owned by the same investment company. Out of the ten that were originally on the list, the following properties remain noncompliant as of the date of the staff report, and authorization is sought to initiate foreclosure proceedings: 149 Booker North: 360 DA Investments Corp.; 407 Woodruff West: 360 DA Investments Corp.; and 110 Booker North: 360 DA Investments Corp.

Councilmember R. Bullard mentioned that 407 Woodruff has been brought into compliance. Regarding 149 and 110 Booker, the properties have not been brought into compliance and have significant fines. He added he is against lien foreclosures when the properties are brought into compliance. As 407 is in compliance, he could support the other two for foreclosure.

For clarification, Joe Blocker asked if the ownership can change when the lien is on the property, and City Manager T. Bolduc replied that the lien goes with the property.

Discussion ensued regarding the staff having done due diligence, and the staff working with the owners.

Councilmember D. Capps stated \$148,000 in fines have accrued on the properties, and Mayor Pro-Tem A. Rencich said the property value is only \$4,000.

City Manager T. Bolduc added the investor has been unresponsive to our contact.

Police Chief S. McCosker said the neighbors have to contend with the rats on the property.

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

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to approve staff's recommendation to foreclose on the properties. Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps. Nays: Ryan Bullard. Vote: 4-1. Motion carried.

10.2. House and Senate 2023-24 Local Funding Initiative Request Forms

City Manager T. Bolduc said the City is requesting funding for four upcoming projects in fiscal year 2023-2024. The four projects provided are as follows: Benjamin Street Septic to Sewer in the amount of \$600,000, Septage Receiving

Station in the amount of \$600,000, with both projects being split with the County; Septic to Sewer of Foxwood Estates, in the amount of \$890,000 and Vineyard Village Low Income Housing for a request of \$756,000.

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

Motion by Councilmember Joe Blocker and seconded by Councilmember Cynthia Brown to accept the ranking for the FY 2023-2024.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Douglas Capps, Ryan Bullard. Nays: None. All ayes. Motion carried.

City Manager T. Bolduc mentioned a meeting will be held on Wednesday night and Representative Pat Maney will discuss the consideration of the bill regarding paying the ad valorem for the fire district even after an annexation, which would cause double taxing. He said it does not impact Crestview currently but may in the future.

In response to Councilmember Joe Blocker on feedback regarding the Council Chambers renovation, City Manager T. Bolduc will provide feedback from the architect.

11. City Clerk Report

11.1. Update for January 2023

City Clerk M. Schrader mentioned some highlights from the staff report. She mentioned staff is proceeding to release the next supplement while the codification upgrade is being reviewed. We received 64 new requests in the November through December 30 time frame averaging two days to fulfill the requests. She also mentioned that she has completed the Records Management Policy, which is in departmental review. Training is on-going for both Next Request and Laserfiche, and Natasha is attending a Grants and Resources Training to be held in Ft. Walton Beach.

She also mentioned that the Florida Legislative Days are scheduled for April 3 - 5th.

12. City Manager Report

City Manager T. Bolduc requested suggestion for a name for the East/West connector stating Hospital Drive East/West Connector is an option.

He mentioned a meeting with Sheila Fitzpatrick regarding participating with a county-wide Affordable Housing strategic plan. The County is in the RFP process currently. He suggested a \$5,000 contribution, as it will provide a cost-benefit analysis to the city. This study will give our county true numbers and address local properties.

Discussion ensued and the Council supported participation and the \$5,000 contribution.

Councilmember Joe Blocker requested information on plans for the city. City Manager T. Bolduc said we have not started to acquire property, as we need to prioritize projects in the Strategic Plan. He added he will send the names of the architects for the remodeling of the

Chambers.

In response to Mayor Pro-Tem A. Rencich regarding CSX plans, City Manager T. Bolduc replied he will find out what their intentions are for the Amtrak expansion.

13. Comments from the Mayor and Council

13.1. Recommendation to schedule cleaning of city streets by street sweeping, pressure washing sidewalks, and weed control on sidewalks and curbs

Mayor JB Whitten asked that Councilmember Bullard speak first since he has an item on the agenda.

Councilmember R. Bullard recommended that the city schedule street cleaning, pressure washing and weed control on sidewalks and curbs.

Discussion ensued, and City Manager T. Bolduc stated the intent is to keep the streets clean utilizing a cost-effective method, as well as the Council prioritizing which area needs the most attention.

Councilmember R. Bullard mentioned Main Street Redstone near Publix are areas that need to be addressed.

Mayor JB Whitten said business owners on Main Street have done pressure washing. He agreed with clean-up efforts but mentioned we do not have the manpower, and we no longer have the inmates from the County.

City Manager T. Bolduc said we do street sweeping 25 days out of the month. If we want to pick specific areas, we can review it with the Strategic Plan.

Mayor Whitten said two years ago, we had a city-wide clean-up, but it was costly.

City Manager T. Bolduc added there was a \$20,000 tipping fee for the cleanup.

Councilmember R. Bullard agreed that the cleanup needed to be specific and to prioritize areas. He was concerned about a sidewalk on Main Street that was not safe.

Discussion ensued on asking assistance from groups, but City Manager T. Bolduc said the majority of the areas are under contract at certain intersections. He has also done an "Adopt a Corner", but interest wanes over time.

Chief McCosker and the police department was thanked in recognition of it being National Law Enforcement day. Councilmember Joe Blocker said we cannot do without having the police department.

Councilmember Joe Blocker requested the city manager to check out the roof warranty on the Main Street building.

Mayor JB Whitten announced the city will conduct the MLK March this Saturday on Main Street. He also announced the Opioid Summit is scheduled for January 18th and invited everyone to attend.

14. Comments from the Audience

Mayor JB Whitten asked the public if there were any comments.

Mr. Juston Grant, Jr, stated he is a regular patron of the library. He was concerned about the magazine area being completely gone and was told the library only offers digital versions. He asked if it was cost-effective to the city. City Manager T. Bolduc asked him to provide his contact information, and he would get back to him.

Shannon Hayes came forward to address the Council announcing that on January 15th, a program will be held at Carver Hill Center on School Avenue at 3:00 p.m. with Dr. Brown as the speaker. He also applauded the calendar of events that the mayor recently released.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:12 p.m.

Minutes approved this __ day of __, 2023.

JB Whitten, Mayor

Maryanne Schrader, City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

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: 1/17/2023
SUBJECT: Approval of January 9, 2023 City Council Special Meeting of the Mae Reatha Coleman Citizen of the Year Minutes

BACKGROUND:

Draft minutes were disbursed prior to the meeting.

DISCUSSION:

Routine approval of the City Council minutes.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the January 9, 2023 City Council Special Meeting COY minutes.

Attachments

1. 01092023 City Council Special Meeting - COY

City Council Special Minutes - DRAFT
Mae Raetha Coleman Citizen of the Year
January 9, 2023
5:00 p.m.
Council Chambers

1. Call to Order

The Special Meeting of the Crestview City Council for the Citizen of the Year was called to order at 5:00 p.m. by Mayor JB Whitten. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Doug Capps, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Councilmember Ryan Bullard arrived at 5:13 p.m.

2. Ceremony Opening and Pledge of Allegiance

Mayor JB Whitten went over the program and explained the process. He recognized the Selection Committee: Jarrod Stewart, Dr. Naomi Barnes, Patrick O'Malley, Hannah Wilburn, and Pearl McKay.

3. Acknowledgement of Previous Recipients

Mayor JB Whitten acknowledged the past recipients in attendance. In 2012/2013, Mae Raetha Coleman was the recipient. She was not in attendance, but she wanted to pass along how proud she is of Crestview. He gave a short biography of each of the recipients that were unable to attend: George Whitehurst, Dr. Naomi Barnes, Malcolm Haynes, Mary Jo Woodruff, Raymonda Schwartz, and Kadance Fredericksen. Recipient of 2018/2019, Claudius Dale came forward to accept a coin in appreciation. For 2021, Felton Barnes came forward to accept his recognition and coin. For 2022, Michael Carroll came forward accept his recognition and coin.

4. Announcement of the 2023 Citizen of the Year

Mayor JB Whitten announced the Mea Reatha Coleman Citizen of the Year recipient for 2023 - Dana Clah. He went over her accomplishments and services to the City of Crestview.

Chief McCosker came forward and spoke on Dana's dedication to the community.

The City Council congratulated Ms. Clah for her support and work in the community.

Ed Harris spoke on Dana's achievements and love for the community.

Mayor Whitten expressed his appreciation of her passion for those with addictions and homeless in the city.

5. 2023 Citizen of the Year Recipient Remarks

Ms. Dana Clah thanked everyone. She stated that she worked with Miss Mae Coleman, so the award is very meaningful to her. She stated she is grateful for the opportunity to continue to work with the justice system and looks forward to working with the community.

6. Unveiling of the Mae Reatha Coleman Citizen of the Year Plaque

Mayor JB Whitten unveiled the plaque containing all ten past recipients in recognition of their accomplishments.

7. Closing Remarks

Mayor JB Whitten thanked everyone for coming.

8. Adjournment

Mayor JB Whitten adjourned the meeting at 5:31 p.m.

Minutes approved this ___ day of ___, 2023.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 1/17/2023
SUBJECT: Ordinance 1912 - Highway 90 West Annexation

BACKGROUND:

On November 11, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Highway 90 West.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Agriculture and Rural Residential and Agriculture and Residential Rural, respectively.

The Planning and Development Board recommended approval of the request on December 5, 2022 and the first reading was approved by the City Council on December 12, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Powell Gillis Jr & Avis Land
P O Box 277
Crestview, FL 325360277
Parcel ID: 13-3N-24-1811-0000-0030
14-3N-24-0000-0001-0000
Site Size: 542.53 acres
Current FLU: Okaloosa County Agriculture and Rural Residential
Current Zoning: Okaloosa County Agriculture and Residential Rural
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 Conservation & Rural Residential Residential (R)	Okaloosa County Institutional & Residential Rural Single-Family Low-Density Dwelling District (R-1)	Vacant & Residential
East	Okaloosa County Conservation	Okaloosa County Institutional	Vacant
South	Okaloosa County Mixed Use, Low Density Residential, & Agriculture	Okaloosa County Mixed Use, Residential-1, & Agriculture	Vacant, Residential, & Commercial
West	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant, Residential, & 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 can be developed for residential and/or low-intensity commercial use.

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on November 14, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on November 14, 2022. The property was posted on November 22, 2022. An advertisement ran in the Crestview News Bulletin on November 23 and December 1, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

The cost of advertising was \$544.50.

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

RECOMMENDED ACTION

Staff respectfully requests a motion from the City Council to adopt Ordinance 1912 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1912

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 542.53 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 13, TOWNSHIP 3 NORTH, RANGE 24 WEST, AND IN SECTION 14, TOWNSHIP 3 NORTH, RANGE 24 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

PIN # 13-3N-24-1811-0000-0030 and 14-3N-24-0000-0001-0000 (Deed recorded in Book 3178, page 4045, dated December 31, 2014)

Tracts 2, 3, 4, 5, 6, 7, 11 and 12 of Plat 8, OAKCREST FARMS AND GROVES, according to the recorded plat on file in the Office of the Clerk of Circuit Court except tract described in Deed Book 48 at Page 558, a tract of land described as beginning at the Northeast corner or NE 1/4 of NW 1/4 of Section 18, Township 8 North, Range 24 West, and run West on section line 668.5 feet; thence South 20 feet for Point of Beginning of tract herein described, thence continue South 1071.25 feet more or less to State Highway No. 1, thence Southwesterly along the North side of State Highway No. 1 right-of-way 275.77 feet more or less, thence North parallel to the East line of this tract 1232.35 feet more or less to a road, thence East along South side said road 210 feet to the Point of Beginning; being the East 210 feet of Tracts 2 and 7 or Plat 8 as platted by Oakcrest Farms and Groves as shown on said plat now on file in the Clerk's Office in and for Okaloosa County, Florida, and except for the additional right-of-way conveyed to Okaloosa County and State Road Department of Florida along the North side State Highway, No. 1 or U.S. 90 of a strip approximately 60 feet in width

And that portion of vacated streets and alleys lying adjacent thereto.

AND

All land in Section 14, Township 3 North, Range 24 West, lying North of State Road No. 1, except a tract of land recorded in Deed Book 26, Page 409, described as follows: Start at the half Section corner of the East line of Section 14. Township 3 North, Range 24 West, and run West along half

section line 3022 feet; thence run South parallel to section line 1181 feet for Point of Beginning; thence continue South 994 feet to State Highway No. 1, thence Easterly along highway 1440.5 feet; thence North 881.5 feet to a point 1885 feet West of East line of Section and 969.8 feet South or half section line; thence Westerly 275.5 feet to a point 2144 feet West of East line of Section and 1063 feet South of said half section line; thence Westerly 886 feet to Point of Beginning; containing 25 acres, more or less; ALSO EXCEPTING Tract In Deed Book 57, Page 213 described as follows: Begin 3272 feet West and 1461 feet South of half section corner on East line of Section 14, Township 3 North, Range 24 West, thence run West 350 feet; thence South 750 feet more or less to U.S. Highway No. 90; thence East along North side Highway 350 feet; thence North 750 feet more or less to Point of Beginning, lying and being in Okaloosa County, Florida. ALSO EXCEPTING Begin at the Northeast corner of NE 1/4 of the NW 1/4, Section 13, Township 3 North, Range 24 West, and run West 873.5 feet, thence run South 20 feet for a Point of Beginning; thence run South 950 feet, more or less, to the NE corner of a parcel of land heretofore sold by Leila Lois Enzor and husband, O. O. Enzor to John F. Cook and wife, Dorothy R. Cook, which deed is recorded in OR Book 20, Page 292 of the Public Records of Okaloosa County, Florida; thence run South 50°57' West 149 feet along the Northern boundary of said parcel of land sold to John F. Cook and wife, Dorothy R. Cook, thence run North 104.5 feet, more or less, to the Northern boundary of the NE 1/4 of the NW 1/4 of Section 18 Township 3 North, Range 24 West, thence East 104.5 feet to the Point of Beginning, containing 2 1/2 acres, more or less, lying in Tracts 2 and 7 of Plat 3, Oakcrest Farms and Groves as recorded in Plat Book 1, Page 76, Okaloosa County, Florida.

LESS AND EXCEPT the following parcels or land from property heretofore described, to-wit: Those parcels conveyed in OR Book 20, Page 292, OR Book 50, Page 52, OR Book 50, Page 441, OR Book 143, Page 291, OR Book 143, Page 293, OR Book 168, Page 286, and OR Book 215, Page 482, all of the Public Records of Okaloosa County, Florida, and any other parcel which may have been previously conveyed to any other person by Leila Lola Enzor, a/k/a Mrs. L. L. Enzor, a widow, and any other parcel which may have been conveyed by grantor to the State of Florida for road rights or way, according to any other deeds of record.

SECTION 3 – BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4 – LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5 – COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land use category for the parcel, with a zoning designation to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6 – MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest possible date.

SECTION 7 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

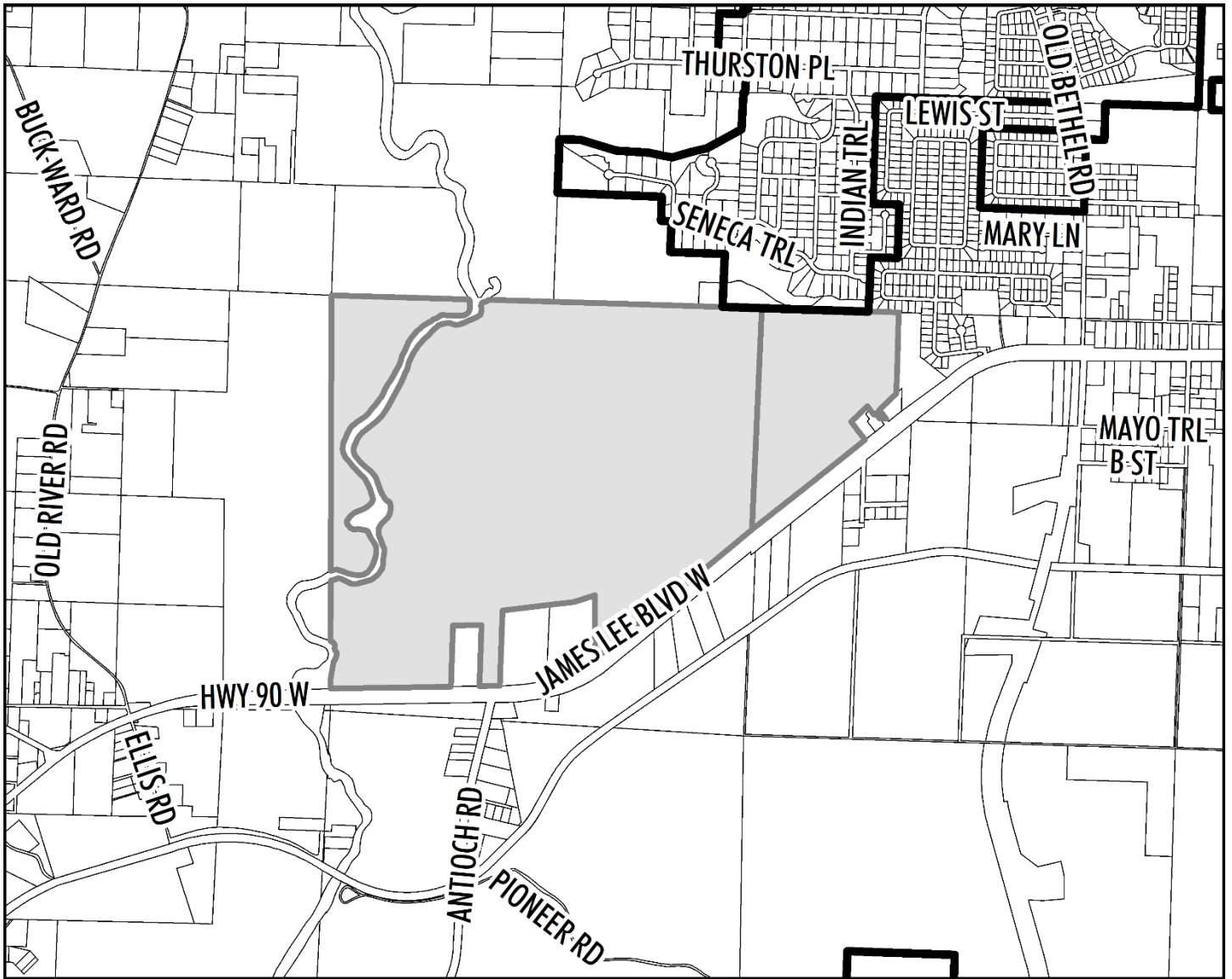
Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of January, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of January, 2023.

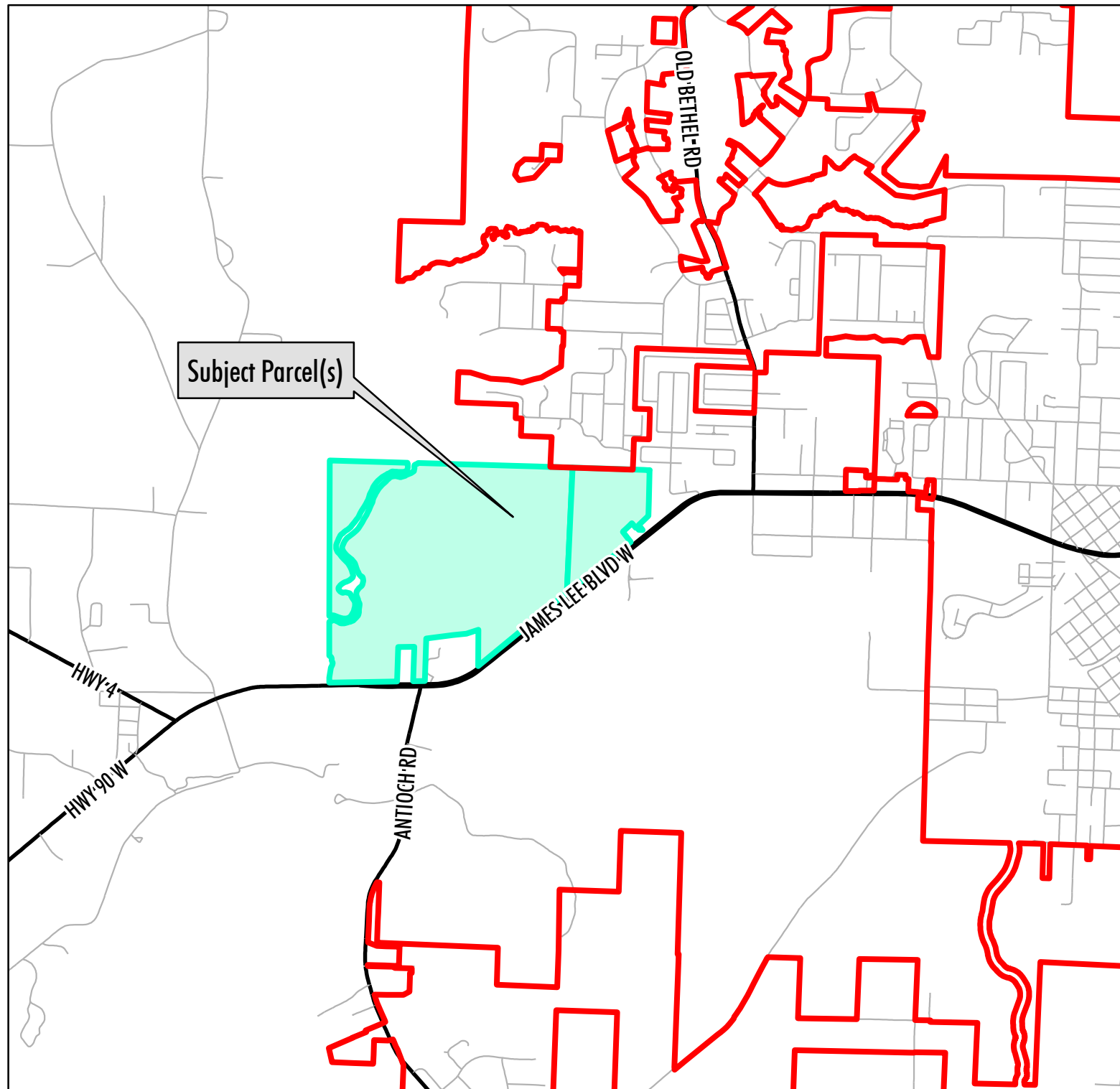
J. B. Whitten
Mayor



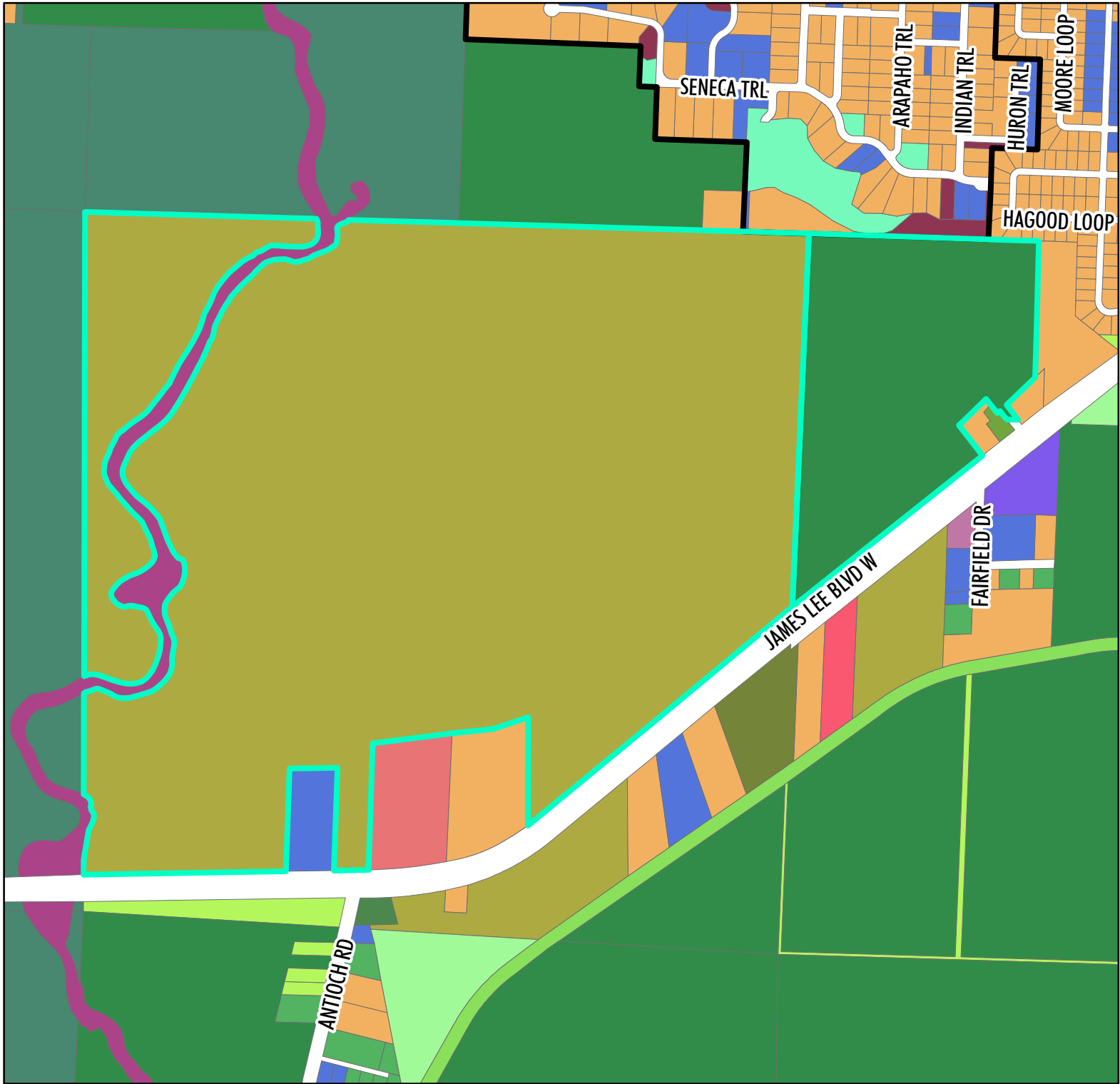
Vicinity Map



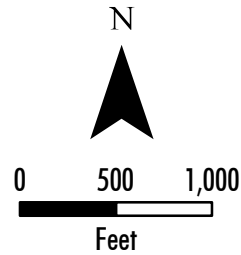
Not to Scale



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



Existing Use



Legend

- Subject Parcel
- City Limits

Existing Use

- Centrally
- Churches
- Clubs/Lodges
- County
- Improved A
- Mobile Home
- Municipal
- Non-Profit
- Office Building
- Res Common
- Service Shop
- Single Family
- State Tiit
- Supermarket
- Timber
- Timberland
- Trailer Park
- Vacant
- Water Managment

Current Future Land Use



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

City Future Land

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

County Future Land

Agriculture (AG)

Conservation (CON)

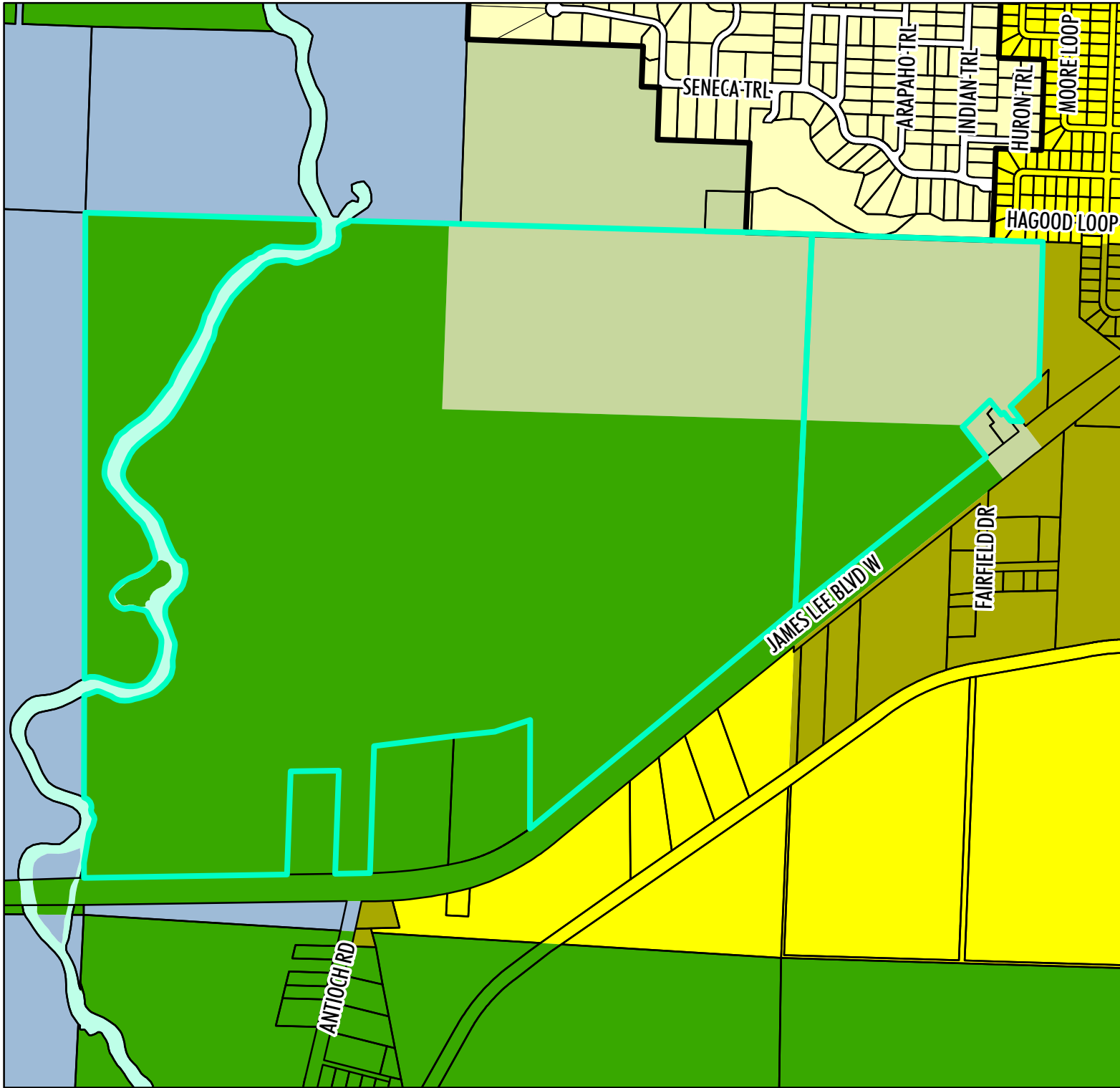
Low Density Residential (LDR)

Mixed Use (MU)

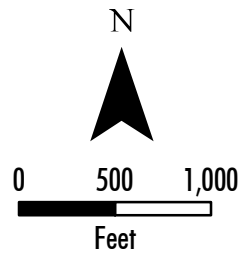
Rural Residential (RR)

Water

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



Current Zoning



Legend

- Subject Parcel
- City Limits
- City Zoning**
 - Single Family Estate Dwelling District (R-1E)
 - Single Family Low Density District (R-1)
 - Single Family Medium Density District (R-2)
 - Single and Multi-Family Dwelling District (R-3)
 - Mixed Use (MU)
 - Commercial (C-1)
 - Commercial (C-2)
 - Industrial (IN)
 - Public Lands (P)
 - Conservation (E)
- County Zoning**
 - Agricultural (AA)
 - Rural Residential (RR)
 - Residential - 1 (R-1)
 - Mixed Use (MU)
 - Institutional (INST)
 - Water

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

Proposed Future Land Use



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

County Future Land Use

Agriculture (AG)

Conservation (CON)

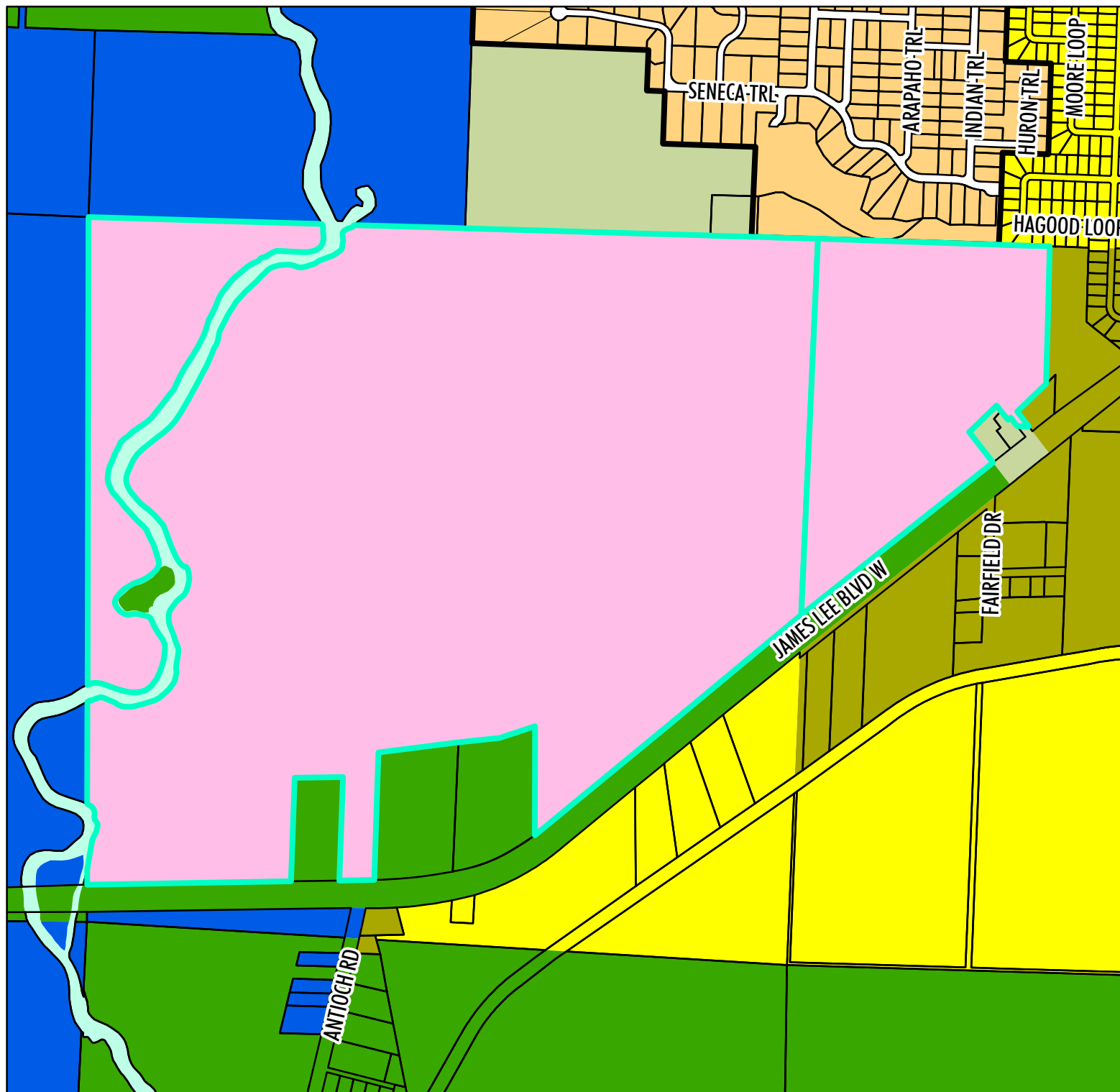
Low Density Residential (LDR)

Mixed Use (MU)

Rural Residential (RR)

Water

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



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

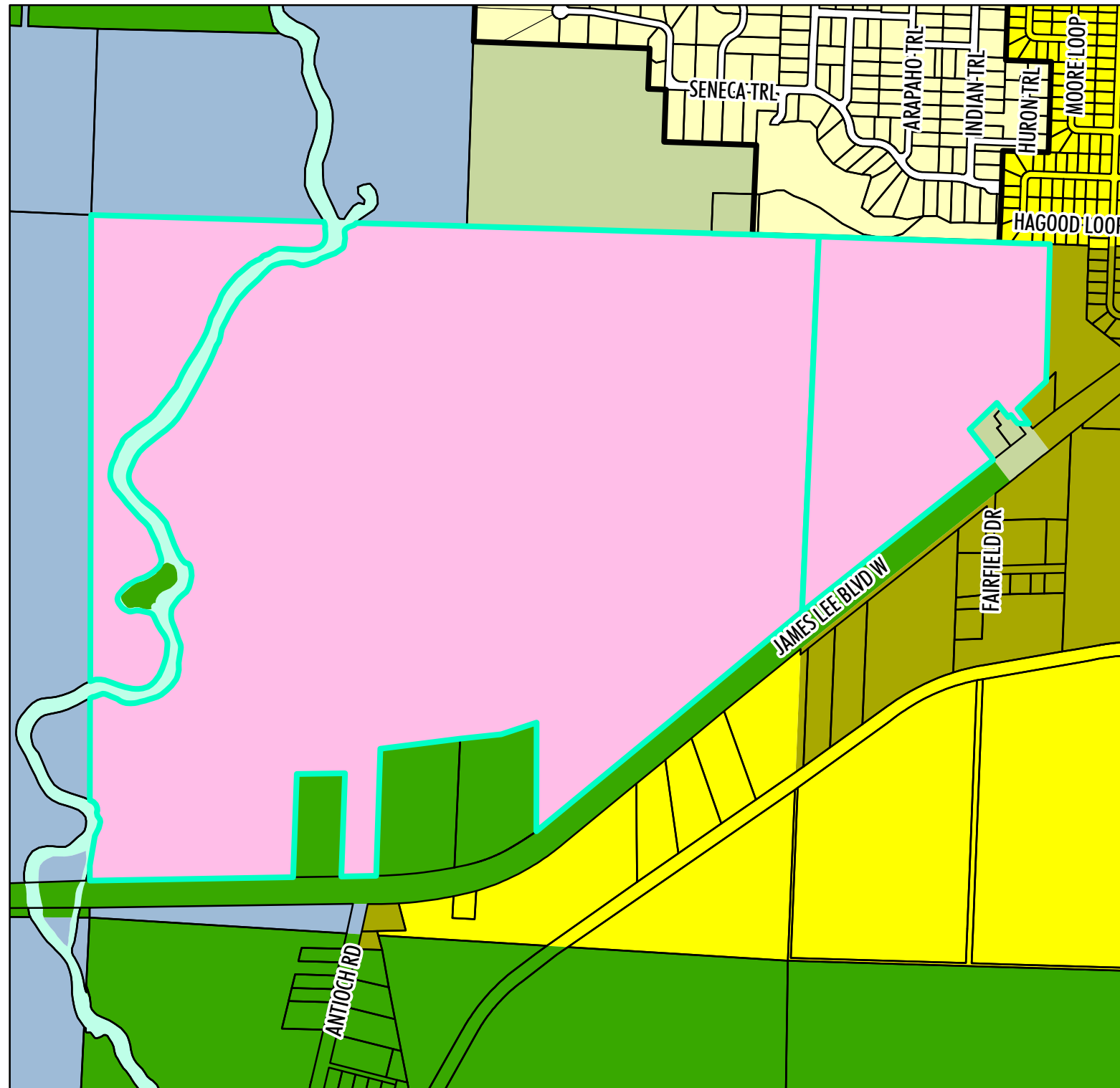
City Zoning

- 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

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

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





Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 1/17/2023
SUBJECT: Ordinance 1913 - Highway 90 West Comprehensive Plan Amendment

BACKGROUND:

On November 11, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Highway 90 West.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Agriculture and Rural Residential and Agriculture and Residential Rural, 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 December 5, 2022 and the first reading was approved by the City Council on December 12, 2022. The Department of Economic Opportunity completed its review and identified no provision that necessitates a challenge to the comprehensive plan amendment.

DISCUSSION:

The property description is as follows:

Property Owner: Powell Gillis Jr & Avis Land
P O Box 277
Crestview, FL 325360277
Parcel ID: 13-3N-24-1811-0000-0030
14-3N-24-0000-0001-0000
Site Size: 542.53 acres
Current FLU: Okaloosa County Agriculture and Rural Residential
Current Zoning: Okaloosa County Agriculture and Residential Rural
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 Conservation & Rural Residential Residential (R)	Okaloosa County Institutional & Residential Rural Single-Family Low-Density Dwelling District (R-1)	Vacant & Residential
East	Okaloosa County Conservation	Okaloosa County Institutional	Vacant

South	Okaloosa County Mixed Use, Low Density Residential, & Agriculture	Okaloosa County Mixed Use, Residential-1, & Agriculture	Vacant, Residential, & Commercial
West	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant, Residential, & 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 can be developed for residential and/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 November 14, 2022. The property was posted on November 22, 2022. An advertisement ran in the Crestview News Bulletin on November 23 and December 1, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests a motion from the City Council to adopt Ordinance 1913 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1913

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY AGRICULTURE AND RURAL RESIDENTIAL TO MIXED USE (MU) ON APPROXIMATELY 542.53 ACRES, MORE OR LESS, IN SECTION 13, TOWNSHIP 3 NORTH, RANGE 24 WEST, AND IN SECTION 14, TOWNSHIP 3 NORTH, RANGE 24 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY AGRICULTURE AND RURAL RESIDENTIAL TO MIXED USE (MU) ON APPROXIMATELY 542.53 ACRES, MORE OR LESS, IN SECTION 13, TOWNSHIP 3 NORTH, RANGE 24 WEST, AND IN SECTION 14, TOWNSHIP 3 NORTH, RANGE 24 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Agriculture and Rural Residential to Mixed Use (MU) on a parcel of land containing 542.53 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 542.53 acres of land, more or less,

from Okaloosa County Agriculture and Rural Residential to Mixed Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 542.53 acres, more or less, is known as Parcel 13-3N-24-1811-0000-0030 and Parcel 14-3N-24-0000-0001-0000 and commonly described as:

Tracts 2, 3, 4, 5, 6, 7, 11 and 12 of Plat 8, OAKCREST FARMS AND GROVES, according to the recorded plat on file In the Office of the Clerk of Circuit Court except tract described In Deed Book 48 at Page 558, a tract of land described as beginning at the Northeast corner or NE 1/4 of NW 1/4 of Section 18, Township 8 North, Range 24 West, and run West on section line 668.5 feet; thence South 20 feet for Point of Beginning of tract herein described, thence continue South 1071.25 feet more or less to State Highway No. 1, thence Southwesterly along the North side of State Highway No. 1 right-of-way 275.77 feet more or less, thence North parallel to the East line of this tract 1232.35 feet more or less to a road, thence East along South side said road 210 feet to the Point of Beginning; being the East 210 feet of Tracts 2 and 7 or Plat 8 as platted by Oakcrest Farms and Groves as shown on said plat now on file in the Clerk's Office in and for Okaloosa County, Florida, and except for the additional right-of-way conveyed to Okaloosa County and State Road Department of Florida along the North side State Highway, No. 1 or U.S. 90 of a strip approximately 60 feet in width

And that portion of vacated streets and alleys lying adjacent thereto.

AND

All land in Section 14, Township 3 North, Range 24 West, lying North of State Road No. 1, except a tract of land recorded in Deed Book 26, Page 409, described as follows: Start at the half Section corner of the East line of Section 14. Township 3 North, Range 24 West, and run West along half section line 3022 feet; thence run South parallel to section line 1181 feet for Point of Beginning; thence continue South 994 feet to State Highway No. 1, thence Easterly along highway 1440.5 feet: thence North 881.5 feet to a point 1885 feet West of East line of Section and 969.8 feet South or half section line; thence Westerly 275.5 feet to a point 2144 feet West of East line of Section and 1063 feet South of said half section line; thence Westerly 886 feet to Point of Beginning; containing 25 acres, more or less; ALSO EXCEPTING Tract In Deed Book 57, Page 213 described as follows: Begin 3272 feet West and 1461 feet South of half section corner on East line of Section 14, Township 3 North, Range 24 West, thence run West 350 feet; thence South 750 feet more or less to U.S. Highway No. 90; thence East along North side Highway 350 feet; thence North 750 feet more or less to Point of Beginning, lying and being in Okaloosa County, Florida. ALSO EXCEPTING Begin at the Northeast corner of NE 1/4 of the NW 1/4, Section 13, Township 3 North, Range 24 West, and run West 873.5 feet, thence run South 20 feet for a Point of Beginning; thence run South 950 feet, more or less, to the NE corner of a parcel of land heretofore sold by Leila Lois Enzor and husband, O. O. Enzor to John F. Cook and wife, Dorothy R. Cook, which deed is recorded in OR Book 20, Page 292 of the Public Records of Okaloosa County, Florida; thence run South 50°57' West 149 feet along the Northern boundary of said parcel of land sold to John F. Cook and wife, Dorothy R. Cook, thence run North 104.5 feet, more or less, to the Northern boundary of the NE 1/4 of the NW 1/4 of Section 18 Township 3 North, Range 24 West, thence East 104.5 feet to the Point of Beginning, containing 2 1/2 acres, more or less, lying In Tracts 2 and 7 of Plat 3, Oakcrest Farms and Groves as recorded In Plat Book 1, Page 76, Okaloosa County, Florida.

LESS AND EXCEPT the following parcels or land from property heretofore described, to-wit: Those parcels conveyed in OR Book 20, Page 292, OR Book 50, Page 52, OR Book 50, Page 441, OR Book 143, Page 291, OR Book 143, Page 293, OR Book 168, Page 286, and OR Book 215, Page 482, all of the Public Records of Okaloosa County, Florida, and any other parcel which may have been previously conveyed to any other person by Leila Lola Enzor, a/k/a Mrs. L. L. Enzor, a

widow, and any other parcel which may have been conveyed by grantor to the State of Florida for road rights or way, according to any other deeds of record.

The Mixed Use (MU) Future Land Use Category is hereby imposed on Parcel 13-3N-24-1811-0000-0030 and Parcel 14-3N-24-0000-0001-0000. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 13-3N-24-1811-0000-0030 and Parcel 14-3N-24-0000-0001-0000 thereon.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of January, 2023.

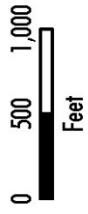
ATTEST:

Maryanne Schrader
City Clerk

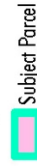
Approved by me this 23rd day of January, 2023.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

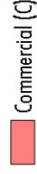


Subject Parcel



City Limits

City Future Land Use



Commercial (C)



Industrial (IN)



Mixed Use (MU)



Conservation (CON)

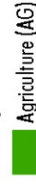


Public Lands (PL)



Residential (R)

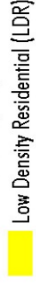
County Future Land Use



Agriculture (AG)



Conservation (CON)



Low Density Residential (LDR)



Mixed Use (MU)

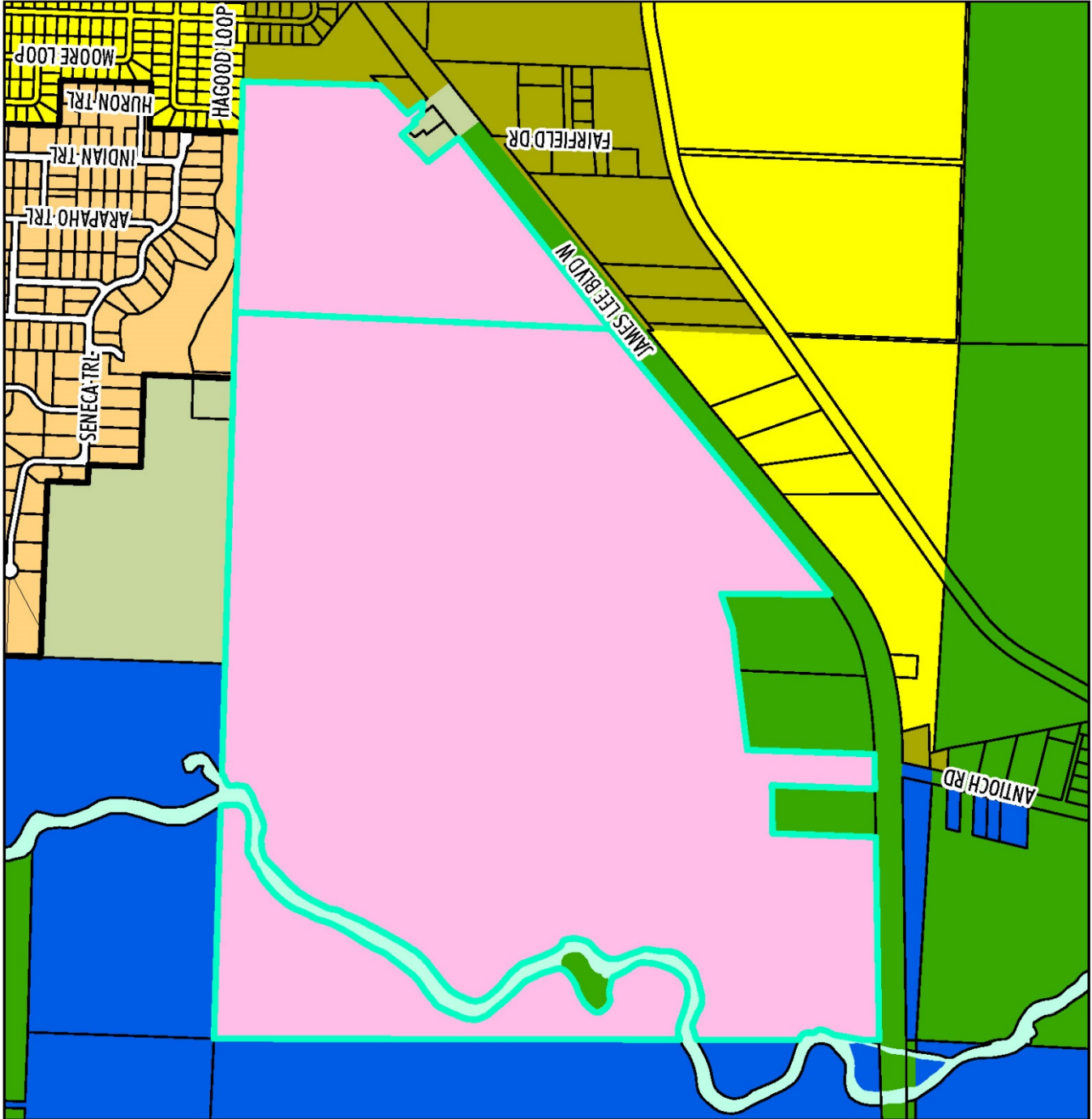


Rural Residential (RR)



Water

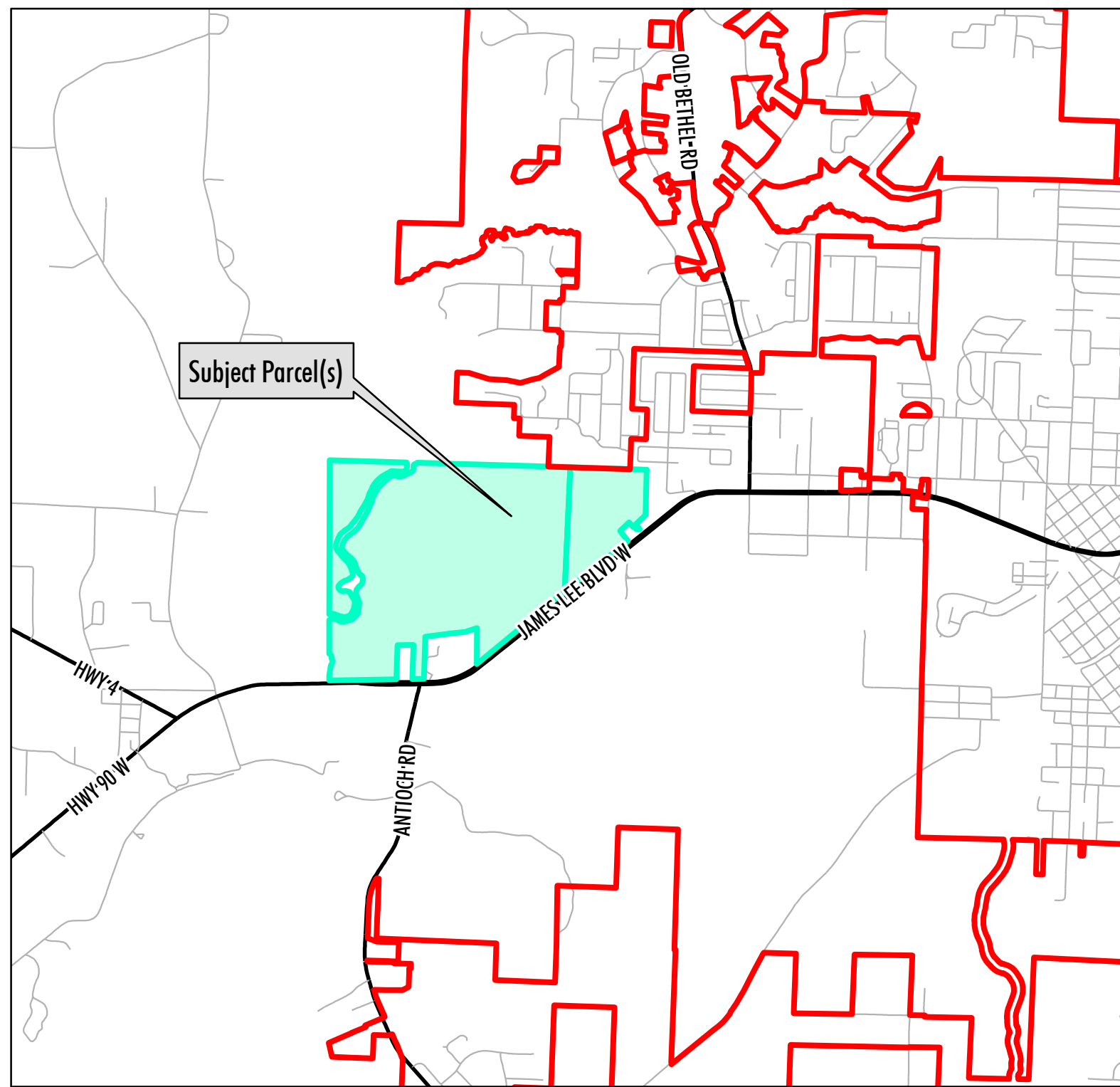
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



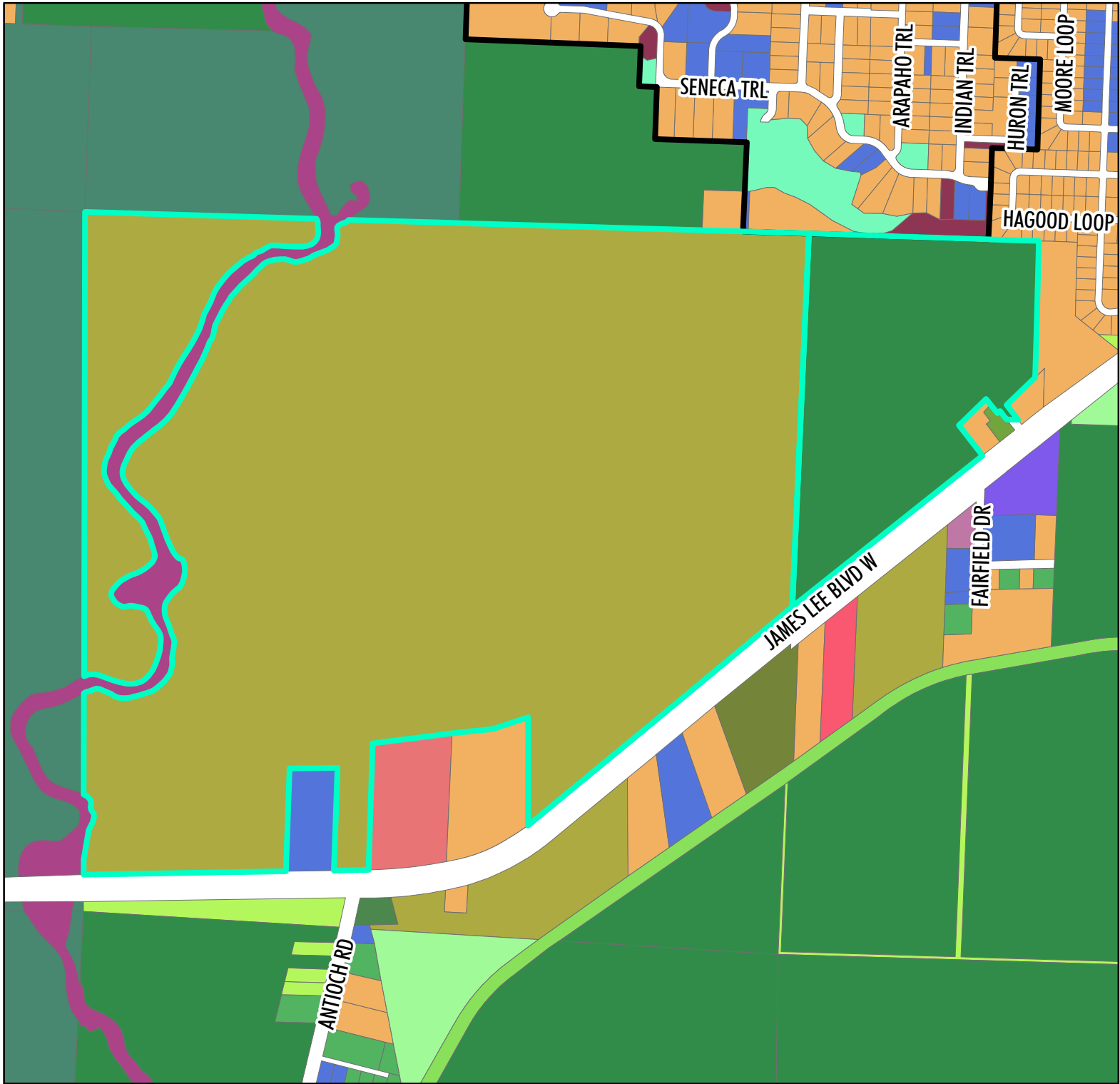
Vicinity Map



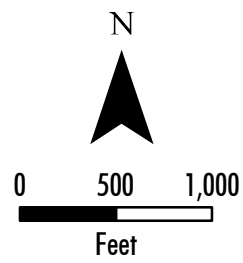
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Existing Use



Legend

- Subject Parcel
- City Limits

Existing Use

- Centrally
- Churches
- Clubs/Lodges
- County
- Improved A
- Mobile Home
- Municipal
- Non-Profit
- Office Building
- Res Common
- Service Shop
- Single Family
- State Tiit
- Supermarket
- Timber
- Timberland
- Trailer Park
- Vacant
- Water Managment

Current Future Land Use

N



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

City Future Land

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

County Future Land

Agriculture (AG)

Conservation (CON)

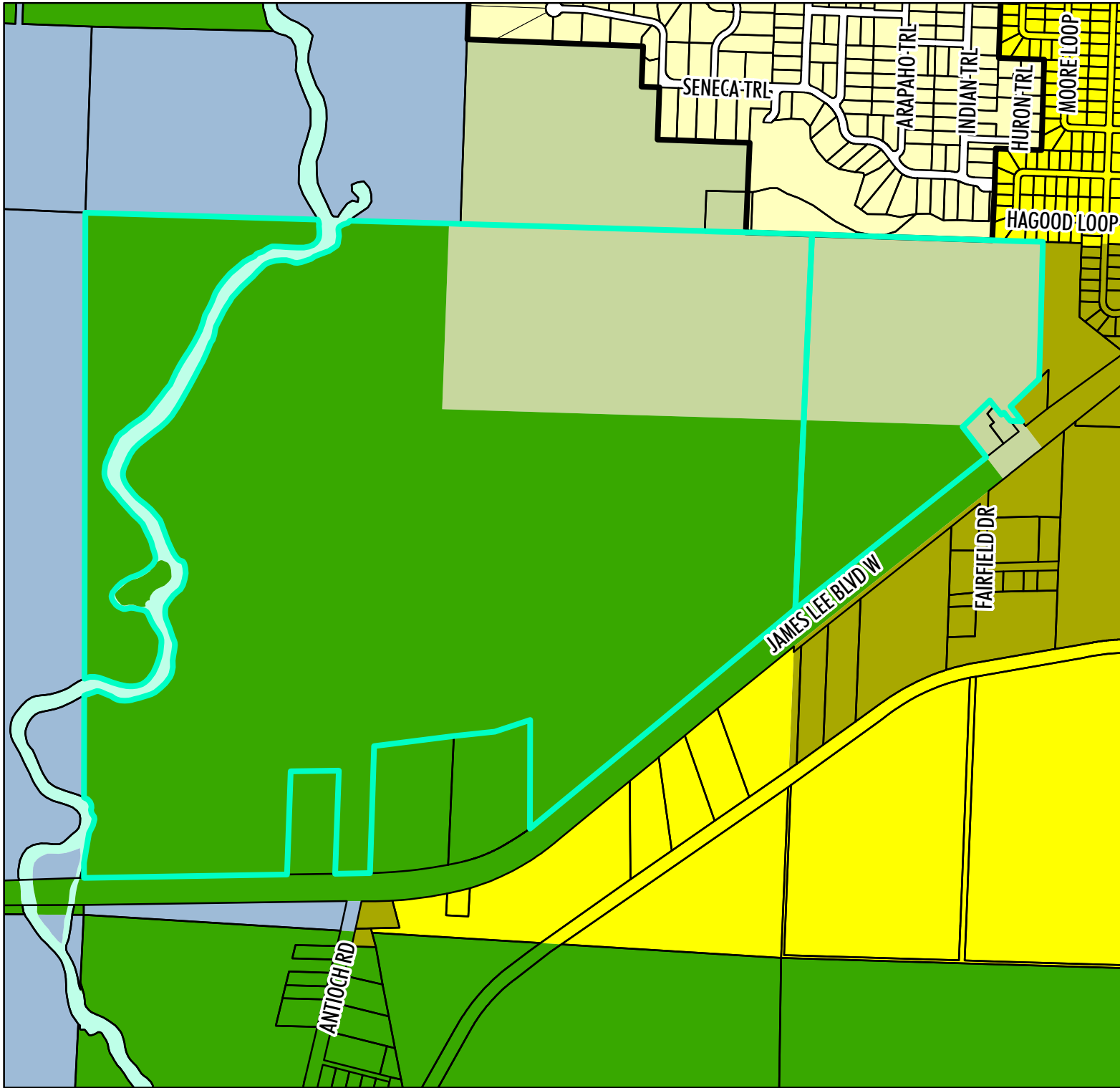
Low Density Residential (LDR)

Mixed Use (MU)

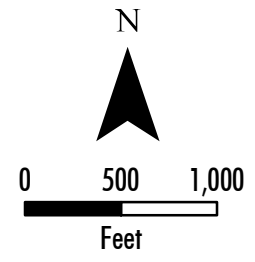
Rural Residential (RR)

Water

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Current Zoning



Legend

- Subject Parcel
- City Limits
- City Zoning
 - Single Family Estate Dwelling District (R-1E)
 - Single Family Low Density District (R-1)
 - Single Family Medium Density District (R-2)
 - Single and Multi-Family Dwelling District (R-3)
 - Mixed Use (MU)
 - Commercial (C-1)
 - Commercial (C-2)
 - Industrial (IN)
 - Public Lands (P)
 - Conservation (E)
- County Zoning
 - Agricultural (AA)
 - Rural Residential (RR)
 - Residential - 1 (R-1)
 - Mixed Use (MU)
 - Institutional (INST)
 - Water

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

Proposed Future Land Use



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

County Future Land Use

Agriculture (AG)

Conservation (CON)

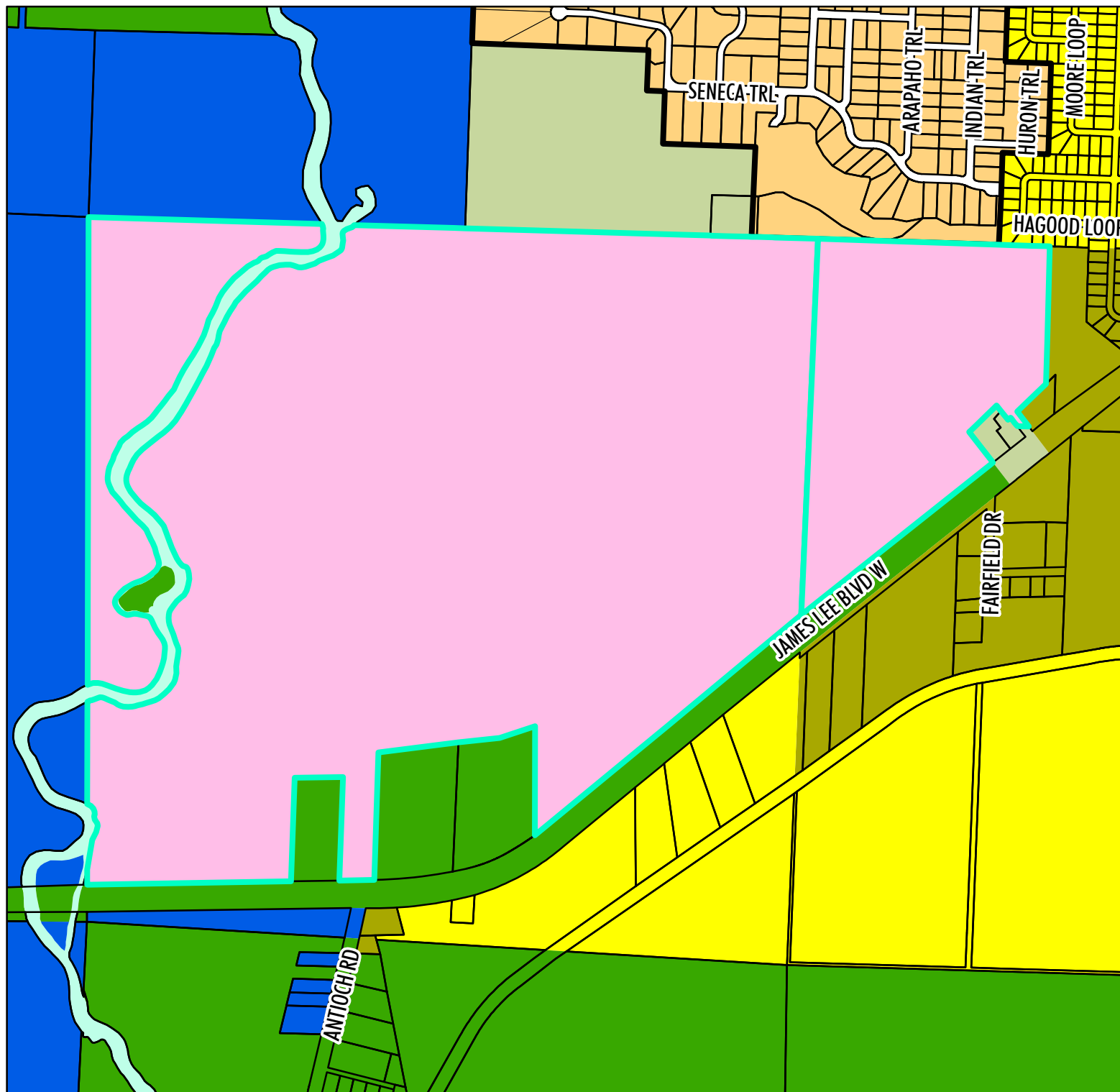
Low Density Residential (LDR)

Mixed Use (MU)

Rural Residential (RR)

Water

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U.S. SURVEY FEET



Proposed Zoning



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

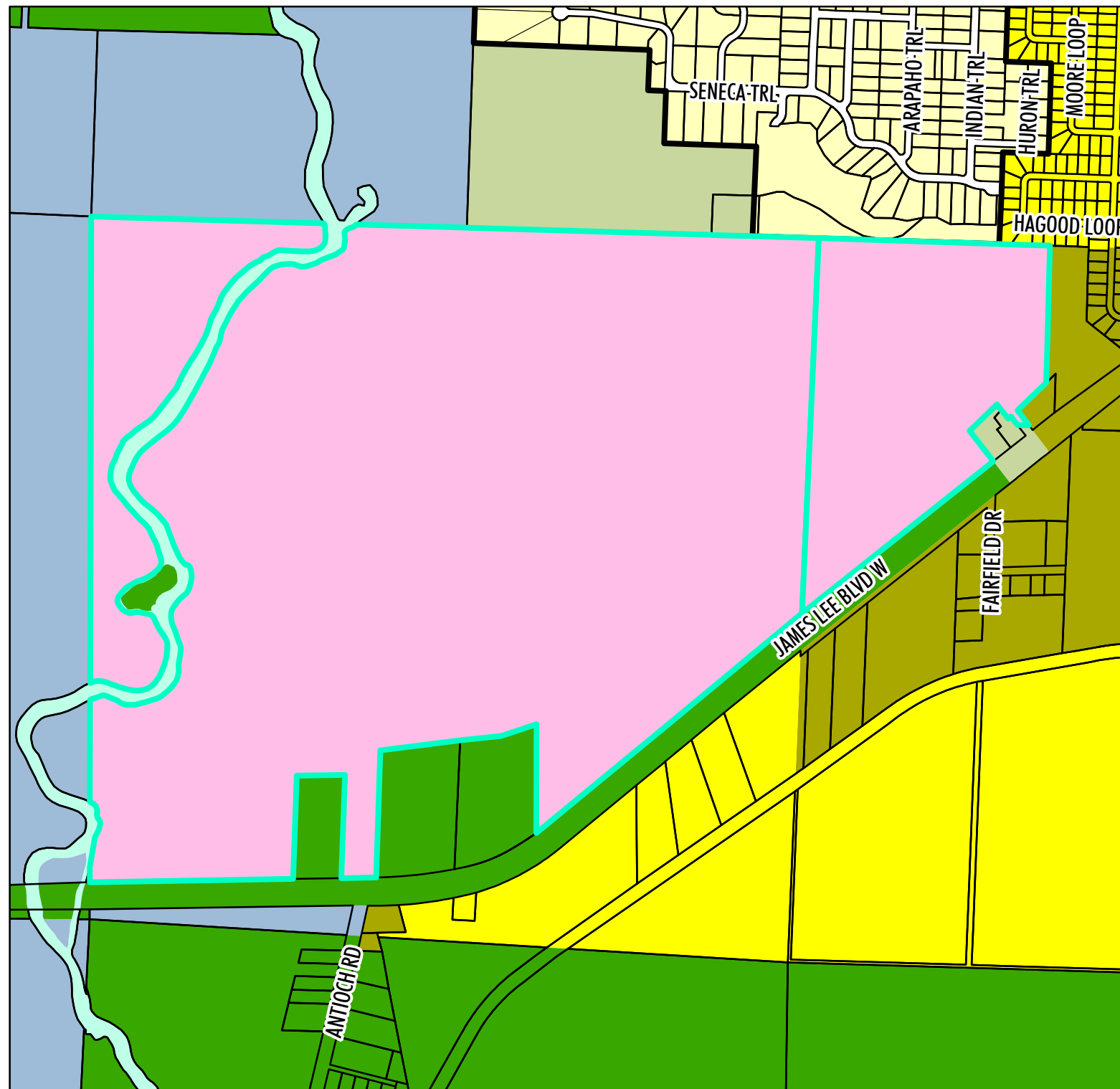
City Zoning

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County Zoning

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U.S. SURVEY FEET





Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 1/17/2023
SUBJECT: Ordinance 1914 - Highway 90 West Rezoning

BACKGROUND:

On November 11, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Highway 90 West.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Agriculture and Rural Residential and Agriculture and Residential Rural, respectively.

The application requests the Mixed Use (MU) zoning designation for the property.

The Planning and Development Board recommended approval of the request on December 5, 2022, and the first reading was approved by the City Council on December 12, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Powell Gillis Jr & Avis Land
P O Box 277
Crestview, FL 325360277
Parcel ID: 13-3N-24-1811-0000-0030
14-3N-24-0000-0001-0000
Site Size: 542.53 acres
Current FLU: Okaloosa County Agriculture and Rural Residential
Current Zoning: Okaloosa County Agriculture and Residential Rural
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 Conservation & Rural Residential Residential (R)	Okaloosa County Institutional & Residential Rural Single-Family Low-Density Dwelling District (R-1)	Vacant & Residential
East	Okaloosa County Conservation	Okaloosa County Institutional	Vacant
South	Okaloosa County Mixed Use, Low Density Residential, & Agriculture	Okaloosa County Mixed Use, Residential-1, & Agriculture	Vacant, Residential, & Commercial

West	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant, Residential, & Commercial
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The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for residential and/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 November 14, 2022. The property was posted on November 22, 2022. An advertisement ran in the Crestview News Bulletin on November 23 and December 1, 2022.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests a motion from the City Council to adopt Ordinance 1914 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1914

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 542.53 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 13, TOWNSHIP 3 NORTH, RANGE 24 WEST, AND IN SECTION 14, TOWNSHIP 3 NORTH, RANGE 24 WEST, FROM THE OKALOOSA COUNTY AGRICULTURE AND RESIDENTIAL RURAL ZONING DISTRICTS 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.

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 542.53 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 13, TOWNSHIP 3 NORTH, RANGE 24 WEST, AND IN SECTION 14, TOWNSHIP 3 NORTH, RANGE 24 WEST, FROM THE OKALOOSA COUNTY AGRICULTURE AND RESIDENTIAL RURAL ZONING DISTRICTS 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 542.53 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 542.53 acres, more or less, being formerly zoned Okaloosa County Agriculture and Residential Rural with the Mixed Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1913, is hereby rezoned to Mixed Use (MU) to wit:

PIN # 13-3N-24-1811-0000-0030 and 14-3N-24-0000-0001-0000

Tracts 2, 3, 4, 5, 6, 7, 11 and 12 of Plat 8, OAKCREST FARMS AND GROVES, according to the recorded plat on file In the Office of the Clerk of Circuit Court except tract described In Deed Book 48 at Page 558, a tract of land described as beginning at the Northeast corner or NE 1/4 of NW 1/4 of Section 18, Township 8 North, Range 24 West, and run West on section line 668.5 feet; thence South 20 feet for Point of Beginning of tract herein described, thence continue South 1071.25 feet more or less to State Highway No. 1, thence Southwesterly along the North side of State Highway No. 1 right-of-way 275.77 feet more or less, thence North parallel to the East line of this tract 1232.35 feet more or less to a road, thence East along South side said road 210 feet to the Point of Beginning; being the East 210 feet of Tracts 2 and 7 or Plat 8 as platted by Oakcrest Farms and Groves as shown on said plat now on file in the Clerk's Office in and for Okaloosa County, Florida, and except for the additional right-of-way conveyed to Okaloosa County and

State Road Department of Florida along the North side State Highway, No. 1 or U.S. 90 of a strip approximately 60 feet in width

And that portion of vacated streets and alleys lying adjacent thereto.

AND

All land in Section 14, Township 3 North, Range 24 West, lying North of State Road No. 1, except a tract of land recorded in Deed Book 26, Page 409, described as follows: Start at the half Section corner of the East line of Section 14. Township 3 North, Range 24 West, and run West along half section line 3022 feet; thence run South parallel to section line 1181 feet for Point of Beginning; thence continue South 994 feet to State Highway No. 1, thence Easterly along highway 1440.5 feet; thence North 881.5 feet to a point 1885 feet West of East line of Section and 969.8 feet South or half section line; thence Westerly 275.5 feet to a point 2144 feet West of East line of Section and 1063 feet South of said half section line; thence Westerly 886 feet to Point of Beginning; containing 25 acres, more or less; ALSO EXCEPTING Tract In Deed Book 57, Page 213 described as follows: Begin 3272 feet West and 1461 feet South of half section corner on East line of Section 14, Township 3 North, Range 24 West, thence run West 350 feet; thence South 750 feet more or less to U.S. Highway No. 90; thence East along North side Highway 350 feet; thence North 750 feet more or less to Point of Beginning, lying and being in Okaloosa County, Florida. ALSO EXCEPTING Begin at the Northeast corner of NE 1/4 of the NW 1/4, Section 13, Township 3 North, Range 24 West, and run West 873.5 feet, thence run South 20 feet for a Point of Beginning; thence run South 950 feet, more or less, to the NE corner of a parcel of land heretofore sold by Leila Lois Enzor and husband, O. O. Enzor to John F. Cook and wife, Dorothy R. Cook, which deed is recorded in OR Book 20, Page 292 of the Public Records of Okaloosa County, Florida; thence run South 50°57' West 149 feet along the Northern boundary of said parcel of land sold to John F. Cook and wife, Dorothy R. Cook, thence run North 104.5 feet, more or less, to the Northern boundary of the NE 1/4 of the NW 1/4 of Section 18 Township 3 North, Range 24 West, thence East 104.5 feet to the Point of Beginning, containing 2 1/2 acres, more or less, lying in Tracts 2 and 7 of Plat 3, Oakcrest Farms and Groves as recorded in Plat Book 1, Page 76, Okaloosa County, Florida.

LESS AND EXCEPT the following parcels or land from property heretofore described, to-wit: Those parcels conveyed in OR Book 20, Page 292, OR Book 50, Page 52, OR Book 50, Page 441, OR Book 143, Page 291, OR Book 143, Page 293, OR Book 168, Page 286, and OR Book 215, Page 482, all of the Public Records of Okaloosa County, Florida, and any other parcel which may have been previously conveyed to any other person by Leila Lola Enzor, a/k/a Mrs. L. L. Enzor, a widow, and any other parcel which may have been conveyed by grantor to the State of Florida for road rights or way, according to any other deeds of record.

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 # 1913 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of January, 2023.

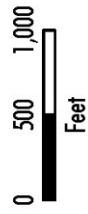
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of January, 2023.

J. B. Whitten
Mayor

Adopted Zoning



Legend



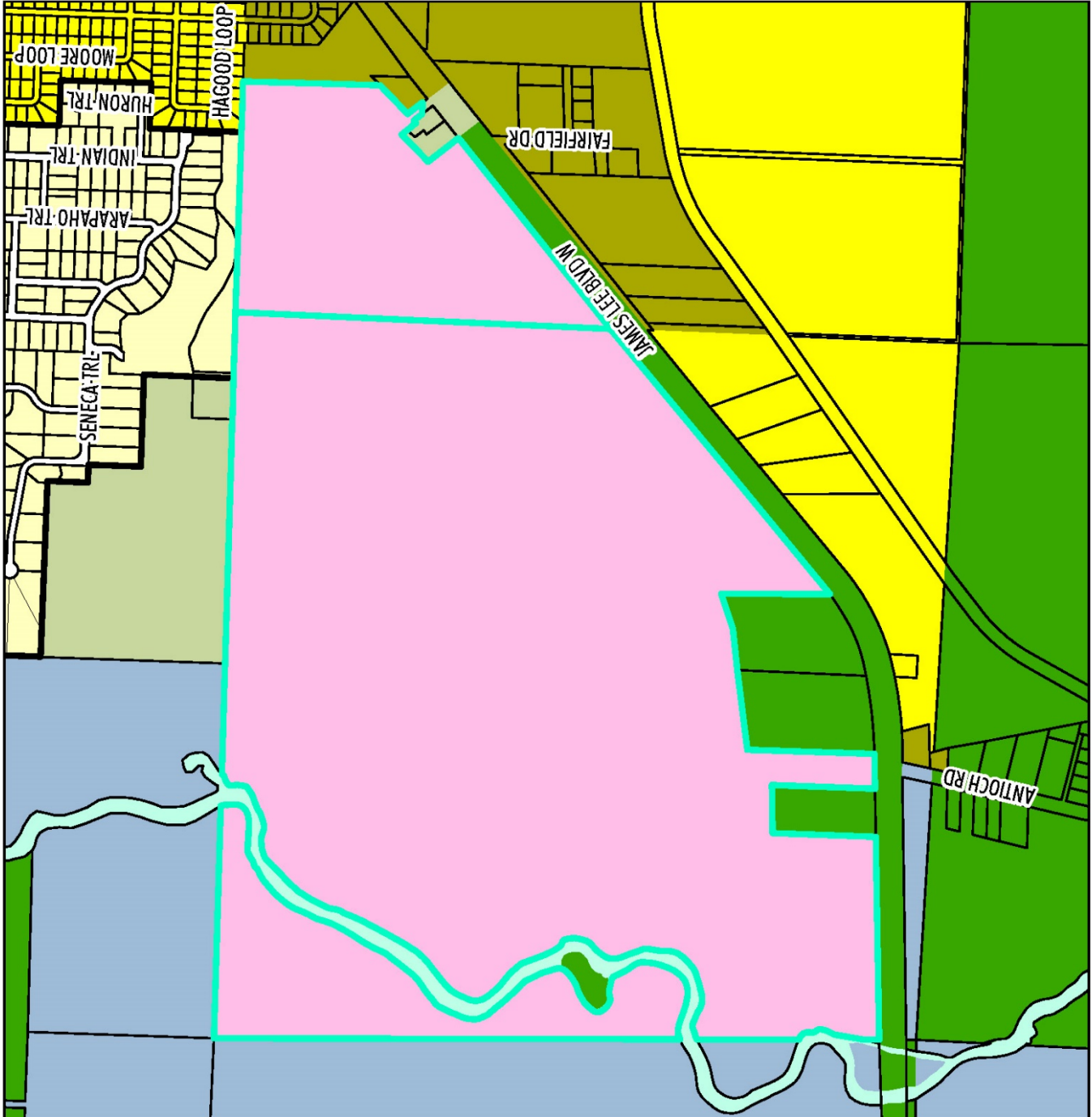
City Zoning

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

County Zoning

- Agricultural (AA)
- Rural Residential (RR)
- Residential - 1 (R-1)
- Mixed Use
- Institutional
- Water

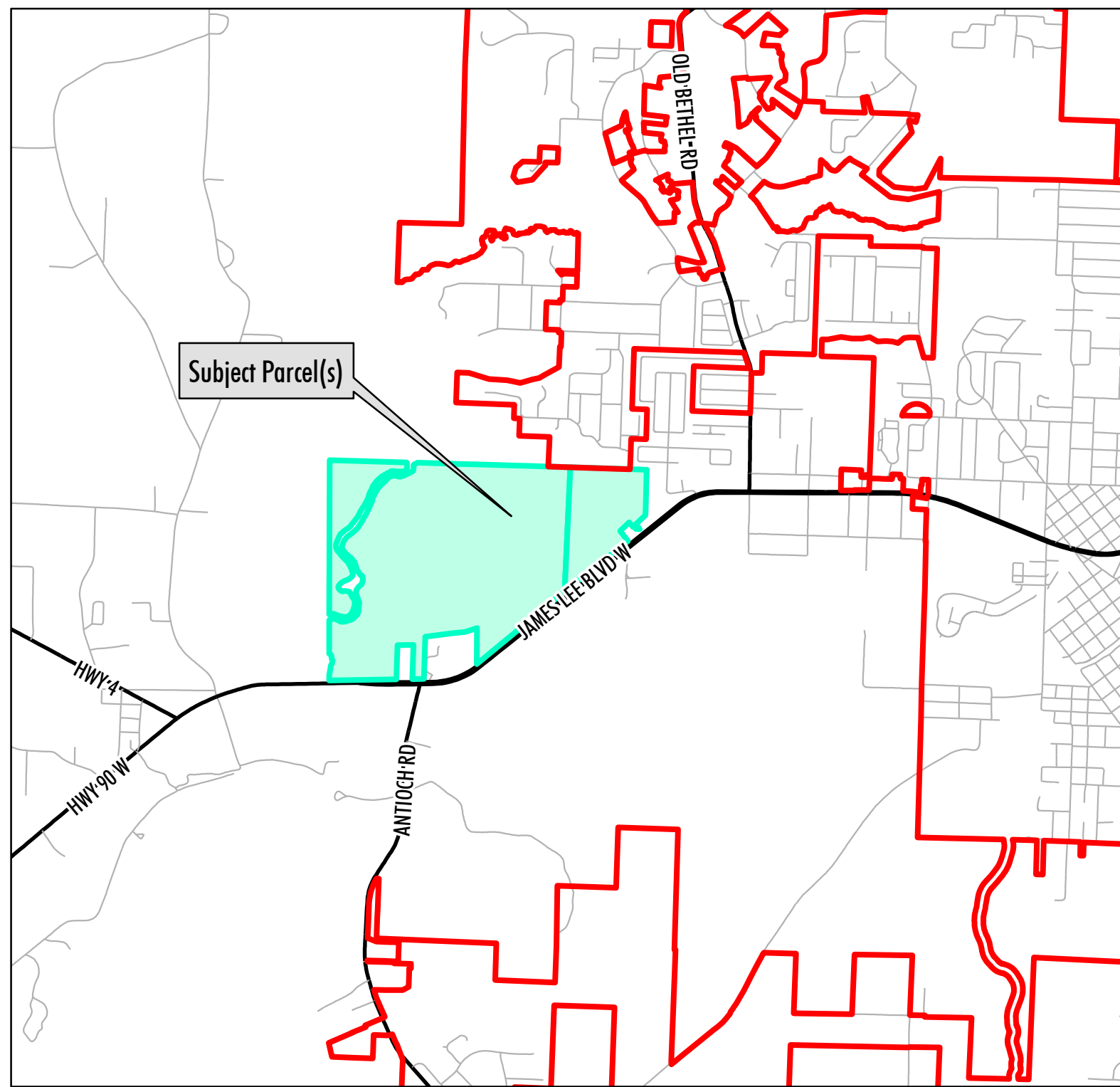
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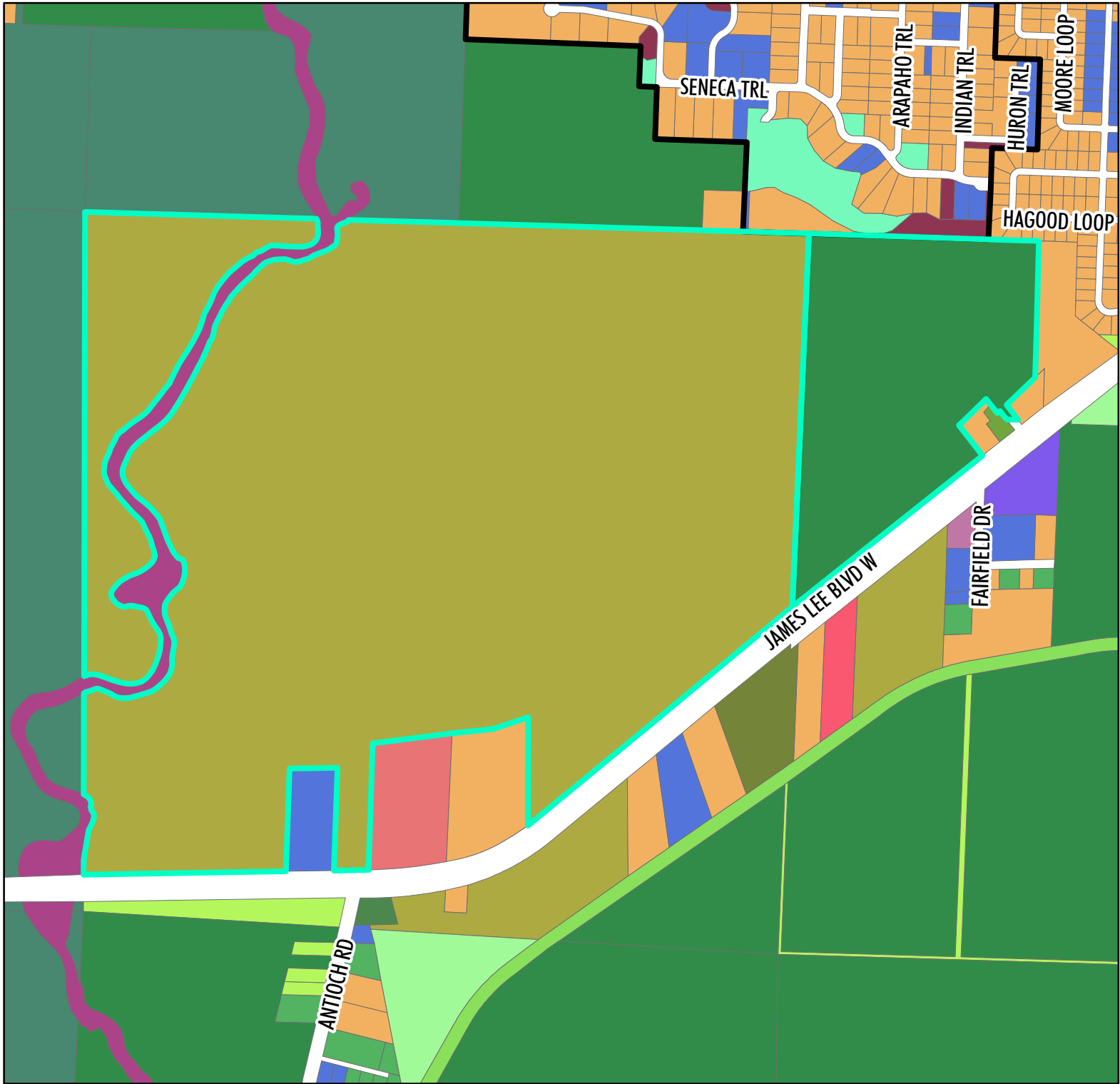
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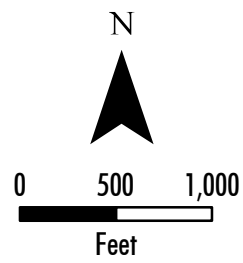
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Existing Use



Legend

- Subject Parcel
- City Limits

Existing Use

- Centrally
- Churches
- Clubs/Lodges
- County
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- Office Building
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- Supermarket
- Timber
- Timberland
- Trailer Park
- Vacant
- Water Managment

Current Future Land Use

N



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

City Future Land

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

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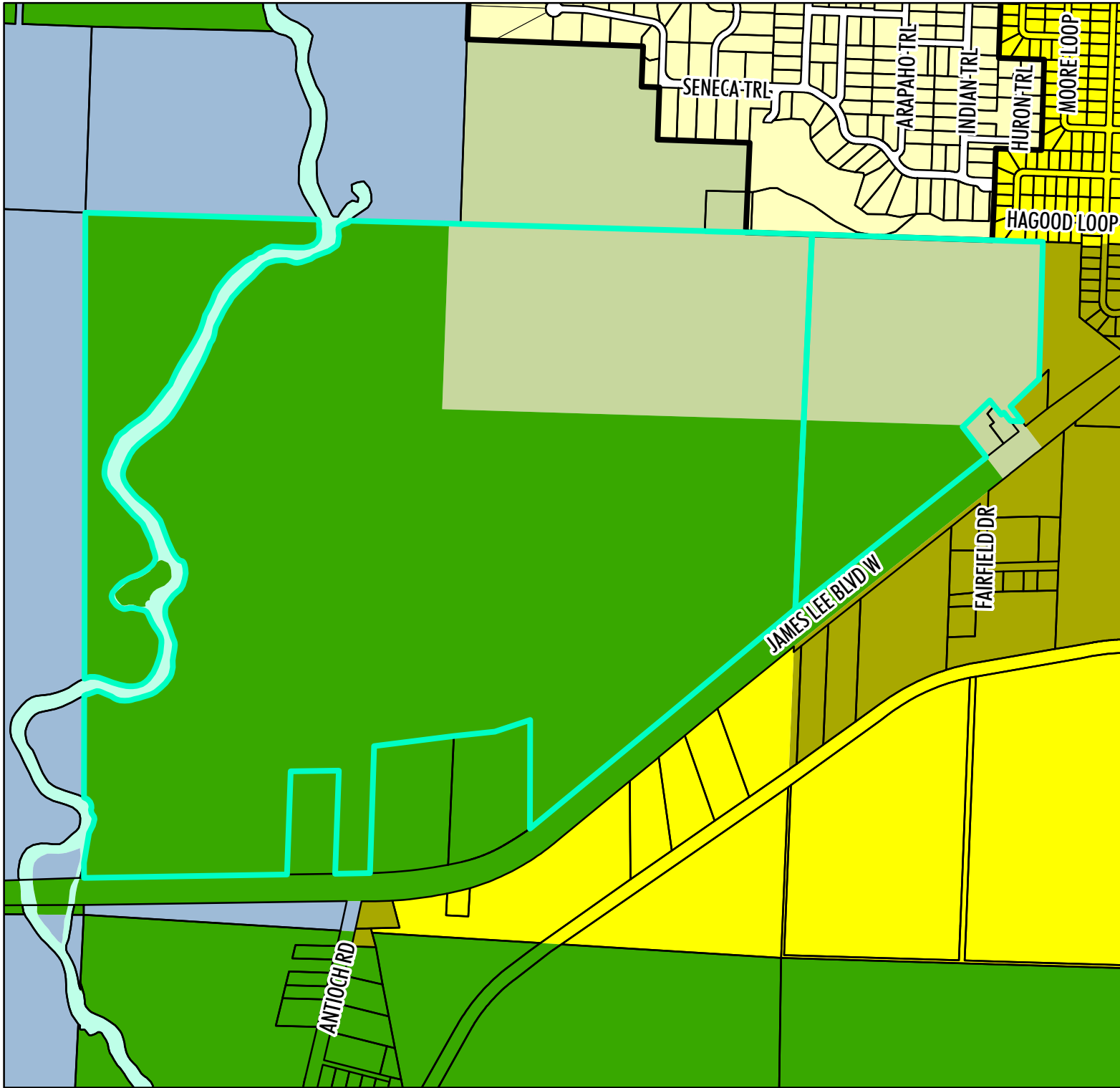
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Mixed Use (MU)

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Water

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Current Zoning

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Proposed Future Land Use



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

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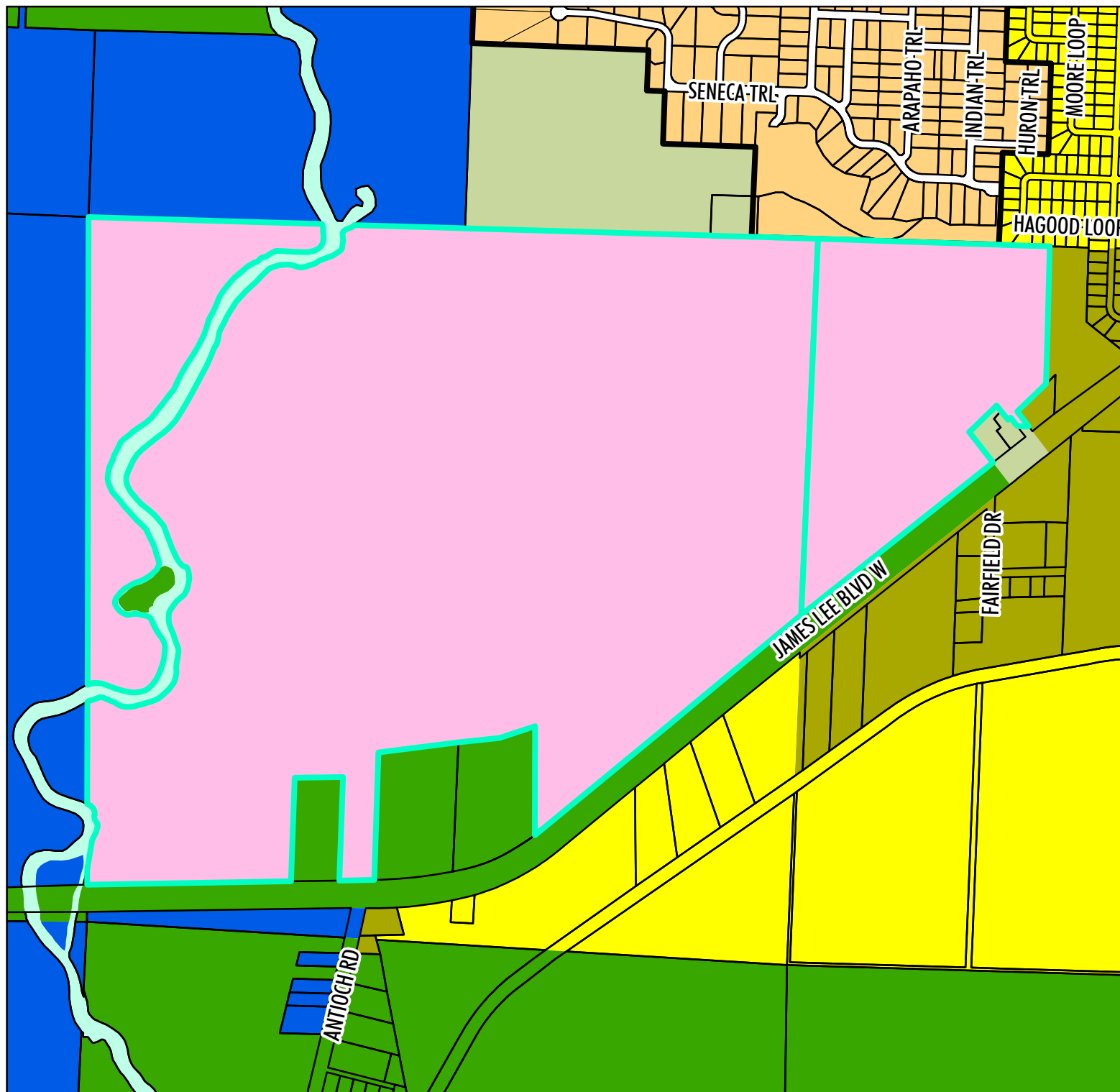
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Proposed Zoning



0 500 1,000
Feet

Legend

Subject Parcel

City Limits

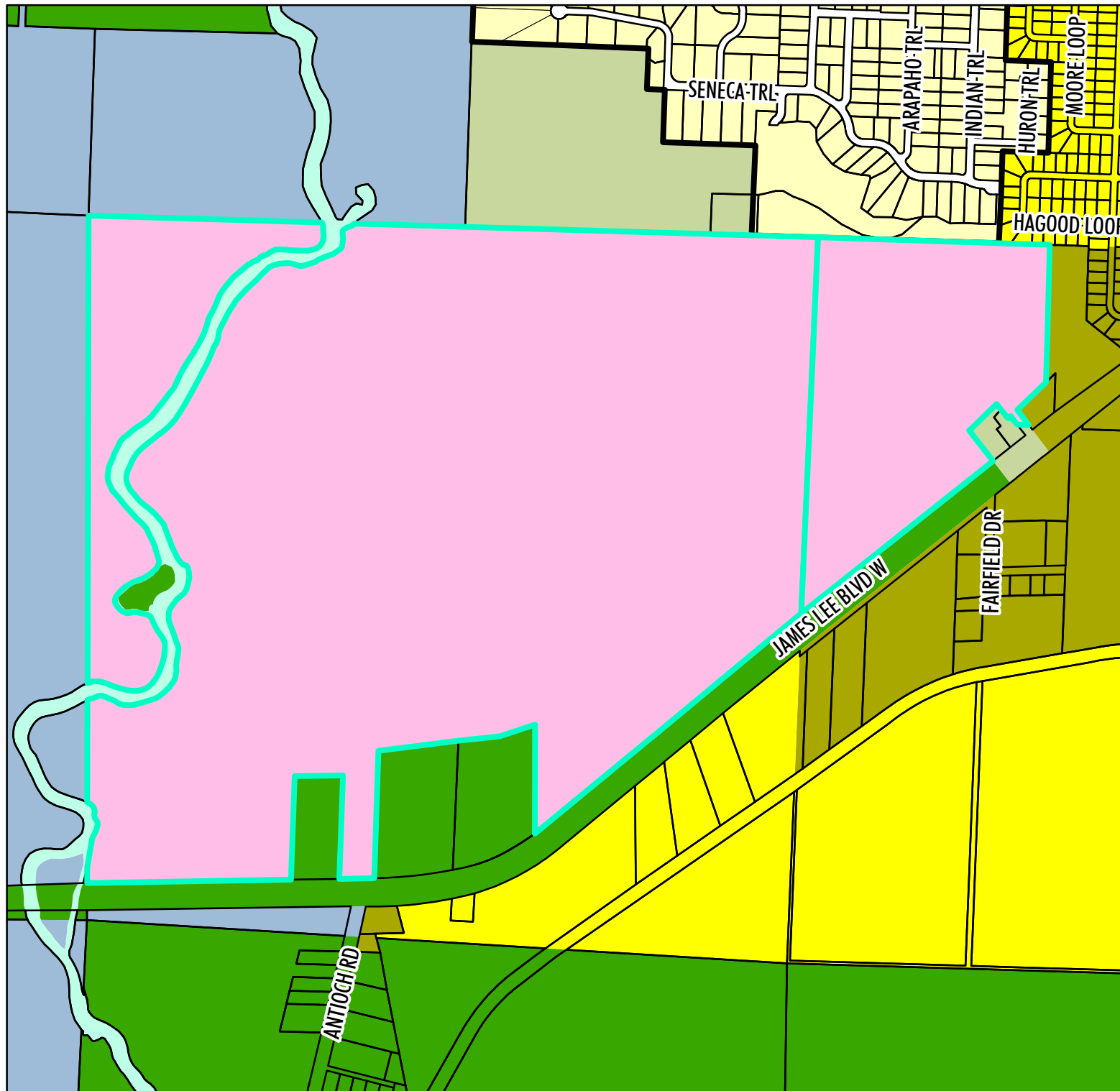
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Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 1/12/2023
SUBJECT: Ordinance 1915 - Amending Chapter 6 of the Land Development Code

BACKGROUND:

Since the adoption of the new City of Crestview Land Development Code in February 2021, staff has routinely made amendments to the Code about every six months to better suit new development concepts and further improve on existing development standards.

DISCUSSION:

The changes in this amendment of the Land Development Code largely apply to commercial developments, though some may also be applicable to multi-family residential developments. The amendments are primarily concerned with setback requirements and building height provisions. These changes include:

- Section 6.00.03 - Revising building height compatibility requirements to be more easily measurable and applicable, reflecting the number of stories in the measurement, rather than the exact structure height measurement, which may not be easily accessible or easily determined. Additionally, the compatibility buffer requirement was changed to be measured from the structure itself rather than the property line.
- Sections 6.02.04 and 6.02.05 were moved under a new Section 6.04.00, which was created to specifically contain the overlay district standards. They were previously under the mixed use section.
- Section 6.03.01 was amended to reduce various setback requirements in commercial zones. Upon review of a number of parcels, staff determined that the previously required setbacks could significantly hinder potential development on smaller properties with multiple frontages, which are especially prevalent within our downtown area, where new development and redevelopment is encouraged. The proposed setbacks keep the same front setback on major arterial roads, such as Highway 85 or 90, but reduce the setback on other collector or local roads by half. This will allow for more developable area on any given site, while maintaining a consistent front setback along a given roadway, based on its classification. Additionally, the side and rear setbacks for commercial zones were reduced, as any required adjacent use landscape buffer, per Section 6.08.09, will still provide for setbacks from other zoning and uses, but where the zoning is the same, the proposed setback of 5 feet would be the minimum. This would allow for more development options when developing in areas that are predominantly commercial.
- The new Section 6.04.01, which includes development standards for the Downtown Overlay District (DOD), was amended to remove a required 5' setback from any alley within the DOD. Staff determined

that almost every alley within the overlay district has at least one building that violates this setback already. Additionally, staff could not determine any additional benefits that the setback would provide.

The Chapter amendments have been included in the attached 'Attachment 1' with a summary of only the modifications in the 'Amended Sections Only' attachment.

The Planning and Development board recommended approval of this ordinance on January 2, 2022 and the first reading was approved by the City Council on January 9, 2023.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This item will not result in any direct financial impact.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1915.

Attachments

1. Attachment 1
2. Amended Sections Only

ORDINANCE: 1915

AN ORDINANCE AMENDING CHAPTER 6 – DEVELOPMENT STANDARDS, OF THE CITY OF CRESTVIEW 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.

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 The City of Crestview Land Development Code.

SECTION 2 – LAND DEVELOPMENT CODE AMENDMENT. Chapter six of the Land Development Code is amended to revise various development standards pertaining to commercial and multi-family residential development, as attached hereto and incorporated herein (Attachment 1).

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

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

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

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of January, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 23rd day of January, 2023.

J. B. Whitten
Mayor

CHAPTER 6 DEVELOPMENT STANDARDS

Style Definition: LDC Paragraph

6.00.00 - GENERALLY

6.00.01 - Applicability

- A. The purpose of this chapter is to provide development standards applicable to all development activity within the City. Subdivisions, new land uses and structures, and alterations to existing land uses and structures shall be designed, constructed, and established in compliance with the development standards for the applicable zoning district and the development standards for all zoning districts as set forth in this chapter.
- B. Infrastructure Standards for roads and streets, sanitary sewer, potable water, stormwater drainage, solid waste and natural groundwater aquifers shall be found in the Crestview Engineering Standards Manual.

6.00.02 - Measurements

- A. Lot Width and Lot Frontage.
 1. Lot width is the horizontal distance between side lot lines measured at the intersection of the front setback and the side lot lines.

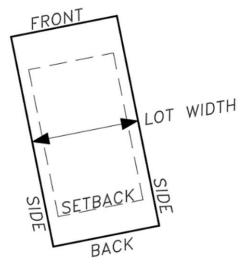


Figure 6.00.02 (A). Lot Width

2. Lot frontage is the property line affronting a right-of-way.
 - a. Minimum lot frontage for residential zoned property shall be forty (40) feet, except for flag lots.
- B. Setbacks and yards.
 1. Setbacks are measured as the shortest distance from the face of the exterior building wall to the property line. A yard is the space from the property line or right of way line to the vertical face of a building.
 2. The rear yard setback for any waterfront lot is measured to the mean high-water line.
 3. Eave overhangs of the primary structure shall meet the specifications and requirements of the current Florida Building Code.
 - a. Eave overhangs of equal to or less than the limits of the Florida Building Code shall not be included as a main part of any building.
 - b. No eave overhang shall be closer than three (3) feet from any property line.
 - c. The City Building Official may provide additional requirements.

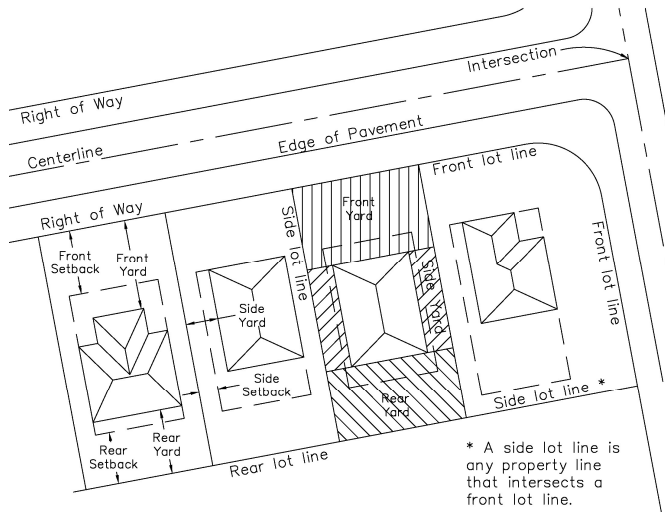


Figure 6.00.02 (B). Setbacks and Yards

- C. Specific measurement requirements for flag lots.
 - 1. The design requirements for platting flag lots are set forth in Section 6.07.00(C).
 - 2. A flag lot is exempt from the frontage requirements set forth in this LDC, provided that the width of the pole or access portion of the lot is not less than twenty-five (25) feet.
 - 3. The maximum length of the pole portion of the lot, measured from the right-of-way to the end of the pole at the point of connection to the flag is 150 feet.
 - 4. The setbacks for a flag lot are measured for the flag portion of the lot, excluding the pole portion of the lot.
- D. The impervious surface ratio is calculated by dividing the total of all impervious surfaces on the lot by the total lot area. Water bodies are impervious surfaces.
- E. Building height
 - 1. Building height is measured from the top of the floor at the finished floor elevation to the eave of the highest habitable floor.
 - 2. Calculation of maximum building height shall not include the roof above the eave of the highest habitable floor.
 - 3. Calculation of maximum building heights shall not include water towers, utility facility, or appurtenances or attachments such as chimneys, elevator shafts, antennas, decorative architectural features, steeples, air conditioning equipment enclosures, cupolas, weather vanes, and other similar building features. All appurtenances or attachments which are exempt for purposes of calculating the maximum height shall not be habitable. In certain zoning districts, it may be necessary to calculate the height of a building from mean sea level in order to determine compatibility with the Eglin Air Force Base mission, in which case appurtenances shall also be considered.

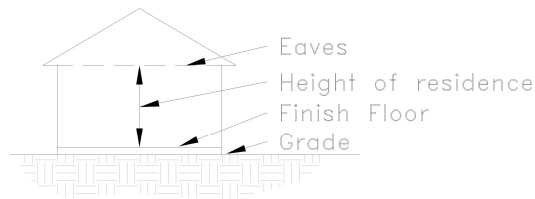


Figure 6.00.02 (E). Building Height

6.00.03 - Compatibility Standards Pertaining to Building Height in All Zoning Districts

- A. Applicability. The standards set forth in this section apply to buildings other than single-family ~~structures~~ dwellings when such buildings are located adjacent to ~~parcels zoned to allow~~ single-family residential ~~use~~ structures.
- B. Maximum height standards
 1. ~~The maximum height for buildings located 100 feet or less from a parcel with a single-family residential use structure shall not exceed two (2) times the average number of stories height of said structure, single-family dwellings in the adjacent or surrounding block.~~
 - 1-2. The maximum height for buildings located 100 feet or less from multiple single-family residential structures shall not exceed two (2) times the number of stories of the tallest structure.

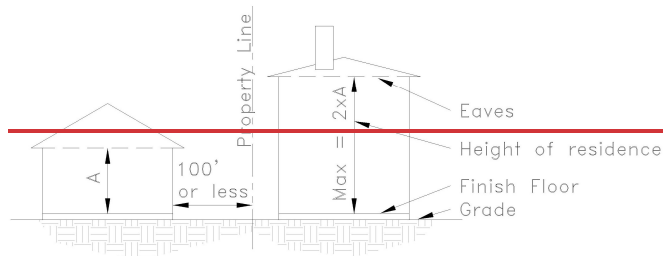


Figure 6.00.03 (B). Building Height & Distance from SFR

6.00.04 - Standards Pertaining to Metal Buildings in All Zoning Districts

- A. Applicability
 1. The standards set forth in this section apply to principal buildings and accessory buildings larger than 1,000 sq. Ft.
 2. The requirement for a veneer applies to metal building facades that are visible from a public right-of-way.
 3. Metal buildings within the IN zoning district are exempt from the requirements in this section.
- B. Standards.
 1. Facades subject to this section shall have a veneer added consisting of brick, stucco, stone, or a similar decorative material.
 2. The decorative material shall be applied to 100 percent of the façade.
- C. Waiver Entitlement. The requirements of this section may be waived by the Planning and Development Board, pursuant to certain review criteria as outlined in Chapter 3.

6.01.00 - DEVELOPMENT STANDARDS IN RESIDENTIAL DISTRICTS

6.01.01 - Site Development Standards

- A. Lots existing before the effective date of this Chapter shall continue to be considered as compliant regardless of any requirements of this Chapter that are not met.

- B. The base standards for development in residential zoning districts are provided in Table 6.01.01.
- C. A lot of record is a lot established on or before December 31, 2020. A lot of record is exempt from the lot area requirements set forth in Table 6.01.01.

Table 6.01.01 - Development Standards in Residential Zoning Districts

Development Feature	R-1E	R-1	R-2	R-3
Maximum base density (dwelling units per acre)	2	4	6	FLU
Minimum lot area (square feet)	14,000	10,000	7,000	5,000
Minimum lot width (feet)	75	75	50	40
Maximum impervious surface (percent)	50	50	50	75
Minimum setbacks (feet)	R-1E	R-1	R-2	R-3
Front setback (along right of way)	30	30	25	20
Side setback (Lot line intersecting right of way)	10	10	7.5	5
Rear setback (intersecting side lot lines)	25	25	20	15

6.01.02 - Residential Design Standards

All single-family dwellings, whether site-built or built off-site and moved onto the lot shall comply with the following design standards. In all cases below, the Florida Building Code, Residential shall be complied with.

- A. The minimum length and width of the building shall be twenty (20) feet.
- B. The minimum roof pitch shall be 3:12.
- C. The minimum roof overhang shall be twelve (12) inches, exclusive of porches and patios.
- D. All single family dwellings shall be situated on the lot so that the front door of the home faces the front yard.
 - 1. Mobile homes, manufactured homes, or modular homes not located within a manufactured home community may be oriented up to 90 degrees to the front yard on the lot in any way which the location of the front door may face the side yard. In no case shall the front door of the home face a rear yard.
 - 2. Properties containing mobile homes, manufactured homes, or modular homes placed per the provisions of 6.01.02(D)(1) may not have any fences taller than 4 feet located between the front door of the homes and the front property line.
 - 3. Single Family dwellings located on flag lots may be oriented so that the front door faces the access drive.
 - 4. All other aforementioned development standards in section 6.00.00 shall be required, other than those that are superseded in this subsection.
- E. The building shall be constructed according to standards established by the Florida Building Code, Residential.
- F. The exterior siding material shall consist of approved materials in accordance with the Florida Building Code, Residential. Where vinyl lap siding is used, the siding shall not have a glossy surface or be reflective.
- G. The dwelling shall be attached to a permanent foundation system, including supporting, blocking, leveling, securing, and anchoring the home and connecting multiple and expandable sections of the home. The foundation shall be designed and constructed according to the requirements of the current Florida Building Code, Residential.
- H. Roof materials shall be any material approved by the Florida Building Code, Residential.
- I. For dwellings elevated forty-eight (48) inches or less, the area beneath the home shall be enclosed by brick, concrete, wood, rock, vinyl or other materials specifically manufactured for this purpose and shall enclose the space between the floor joists and the ground level, except for the required minimum ventilation and access. Such access shall remain closed when not being used for that purpose.
- J. For manufactured homes, all tongues, wheels, axles, transporting lights and other towing apparatus shall be removed from the site prior to occupancy.
- K. For manufactured homes, none manufactured before June 15, 1976 shall be permitted.
- L. At each exterior door, there shall be a landing that is in accordance with the Florida Building Code, Residential.

- M. Duplex (two connected single-family dwelling unit) structures
1. May be placed across a single side property line, at the line of unit separation, provided all other zoning requirements and setbacks are observed, and the unit-separating wall meets the appropriate standards of the Florida Building Code and any applicable fire codes.
 2. The minimum length and width of each duplex unit shall be twenty (20) feet.
 3. All other aforementioned design standards in section 6.01.02 shall be required, other than those that are superseded in this subsection.
 4. Each unit in a duplex structure must have its own utility connections.
- N. Recreational Vehicles, Campers, Camp Trailers or mobile dwelling vehicles that are not regulated by the Florida Building Code, Residential, are not permitted for use as dwellings.

6.02.00 - DEVELOPMENT STANDARDS IN MIXED-USE DISTRICTS

6.02.01 - Site Development Standards

- A. The base standards for development in the mixed-use zoning districts are provided in Table 6.02.01, except as modified below.
- B. Specific site development standards apply within the Downtown Overlay District, as set forth in Section 6.02.04. Standards in the DOD supersede the standards in the underlying zoning district.

Table 6.02.01 - Development Standards in Mixed-Use Zoning Districts

Development Feature	MU
Maximum base density (dwelling units per acre)	20
Maximum gross floor area ratio	2.0
Minimum lot area	None
Minimum lot width (feet)	50
Maximum impervious surface (%)	80
Maximum building height (feet)	70
Minimum setbacks (feet)	MU
Front yard	20
Side yard	7.5
Rear yard	15

6.02.02 - Standards for Mixing Uses on One (1) Lot

- A. Uses identified in Table 4.06.00 for the mixed-use zoning district may be combined on one (1) development lot or parcel.
- B. When combining uses, the development may include the maximum number of residential units based on the density calculation plus the maximum amount of floor area based on the floor area ratio. Residential dwelling units are not included in the calculation of floor area.
- C. Shared parking is required. A parking study shall be prepared according to the standards set forth in Section 8.06.06 to demonstrate the actual parking requirements for the project.
- D. Where multiple uses and multiple buildings are proposed on one (1) lot, there is no buffer requirement between buildings containing different uses.
- E. Multiple buildings proposed on one (1) lot shall have an integrated design. An integrated design shall not be construed to mean that buildings are identical.

- F. Access to residential units shall be separated from access to nonresidential development in order to provide privacy for residents. A shared entrance to a building may be established, provided that the interior entrances to the residential areas and nonresidential areas are separated.
- G. Balconies, courtyards, plazas, recreation areas, and outdoor gathering places shall be located and designed to ensure privacy for residents.
- H. Buildings may have a common wall. However, when separated, the separation shall be a minimum of five (5) feet to ensure space for maintenance of each building.

6.02.03 - Standards for Mixing Uses Within One (1) Building

- A. Uses identified in Table 4.06.00 for the mixed-use zoning district may be combined within one (1) building. The building may stand alone on a development parcel or may be integrated into a mixed-use development consisting of multiple buildings.
- B. When combining uses, the development may include the maximum number of residential units based on the density calculation plus the maximum amount of floor area based on the floor area ratio. Residential dwelling units shall not be included in the calculation of floor area.
- C. Shared parking is required. A parking study shall be prepared according to the standards set forth in Section 8.06.06 to demonstrate the actual parking requirements for the project.
- D. Access to residential units shall be separated from access to nonresidential development in order to provide privacy for residents within the building. This requirement may be met when an elevator serves upper floor residential units through a secured access method, such as key-activated access to residential floors.
- E. Balconies, courtyards, plazas, recreation areas, and outdoor gathering places shall be located and designed to ensure privacy for residents.

6.02.04—Site Development Standards for the Downtown Overlay District (DOD)

- ~~A. The DOD is intended to provide development standards specific to the downtown area of Crestview. The boundary is shown on the Official Zoning Map.~~
- ~~B. The development standards shown in Table 6.02.04 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.04, the standards of the underlying zoning district are required.~~
- ~~C. Buildings within the DOD are not subject to the standards set forth in Section 6.00.03, 6.03.01.~~
- ~~D. In addition to signs permissible subject to the standards set forth in Section 7.02.00, development within the DOD may have one (1) sandwich sign in compliance with the following standards:~~
 - ~~1. The sign shall not exceed two (2) feet in width.~~
 - ~~2. The color and font shall be consistent with the color and font of other signs for the business displaying the sandwich sign.~~
 - ~~3. The sign shall include the business name or logo.~~
 - ~~4. The sign shall be located on private property. Where five (5) feet of width on the sidewalk can be maintained free of obstruction, the sign may be placed on the public sidewalk. When a sign is proposed to be located on the public sidewalk, the owner shall provide proof of insurance naming the City as an insured party.~~
 - ~~5. A sandwich sign shall only be displayed during the hours of operation of the business named on the sign.~~
 - ~~6. The sign shall have no lights of any kind.~~
- ~~E. New development or redevelopment shall include sidewalks that are consistent with the requirements in the Engineering Standards Manual of Crestview.~~
- ~~F. Awnings or permanent canopies sufficient to provide weather protection to pedestrians consistent with the district for all new construction and any modifications exceeding 25% of the value of the building.~~
- ~~G. Development in the DOD is exempt from providing additional off-street parking spaces as set forth in Section 8.06.05 provided that there is sufficient public parking capacity in the block in which the proposed business is located. Twenty-five (25) percent of the parking in adjacent blocks may be counted.~~
 - ~~1. The City shall evaluate the available capacity of public parking in the Downtown Overlay District on a regular basis and make the information available to applicants upon request.~~
 - ~~2. If the City determines that available public parking capacity is insufficient for the proposed business, the applicant shall provide the required number of off-street parking spaces. The applicant may submit a parking study acceptable to the City that demonstrates the parking needs of the proposed business.~~

Table 6.02.04—Development Standards Within the Downtown Overlay District

Development Feature	Standards
Minimum lot width (feet)	None
Maximum impervious surface (%)	100
Maximum building height (feet)	120
Minimum setbacks (feet)	
Front setback	0
Side setback	0
Rear setback	0
Setback abutting an alley	5

6.02.05—Site Development Standards for the Foxwood Overlay District (FOD)

- A. The Foxwood Overlay District is intended to provide development standards specific to the Foxwood area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.02.05 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.05, the standards of the underlying zoning district are required.
- C. All existing platted lots as of the annexation of this neighborhood shall be deemed to be in compliance with the LDC.

Table 6.02.05—Development Standards Within the Foxwood Overlay District

Development Feature	Standards
Minimum lot width (feet)	75
Minimum lot frontage (feet)	20
Maximum impervious surface (%)	55
Maximum building height (feet)	45
Minimum setbacks (feet)	
Front setback	20
Side setback	10
Rear setback	10

6.03.00 - DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS

6.03.01 - Site Development Standards

- A. The base standards for development in commercial and industrial zoning districts are provided in Table 6.03.01.
- B. Specific site development standards apply within the Downtown Overlay District, as set forth in Section 6.02.04.
- C. Proposed building height, including appurtenances and building attachments, in any district shall be analyzed to determine if it exceeds any limitations of the Eglin Air Force Base. In consultation with an Eglin AFB representative, the City may establish the maximum height at less than the heights in the table below, but no less than the maximum structure height (above mean sea level) causing no major negative mission impacts for Eglin AFB, as depicted in the Map.

Table 6.03.01 - Development Standards in Commercial and Industrial Zoning Districts

Development Feature	C-1	C-2	IN
Maximum gross floor area ratio	2.0	3.0	3.0
Minimum lot area	None	32,000 s.f.	65,000 s.f.
Minimum lot width (feet)	None	100	100
Maximum impervious surface (%)	80	80	95
Maximum building height (feet)	50	100	None
Minimum setbacks (feet)	C-1	C-2	IN
Front Yard Abutting Arterial Road	20	30	40
Front Yard Abutting Collector or Local Road	<u>10</u>	<u>15</u>	<u>20</u>
Side yard	<u>5 10</u>	<u>5 20</u>	<u>5 30</u>
Rear yard	<u>5 10</u>	<u>5 20</u>	<u>5 30</u>

6.03.02 - Nuisance/Pollution Standards for Industrial Developments

All uses and activities conducted in the IN zoning district shall conform to the standards of performance described below. The failure to conform to any such standards is hereby declared to be a public nuisance.

- A. Fire and explosion hazards: All activities and all storage of flammable and explosive materials or products at any place shall be provided with adequate safety devices against the hazards of fire and explosion, including adequate firefighting and fire suppression equipment, as prescribed by all applicable fire prevention laws, ordinances, and regulations.
- B. Radiation: Any operation involving radiation (e.g. the use of neutrons, protons and other atomic or nuclear particles) shall be conducted in accordance with the codes, rules, and regulations of State and Federal regulating agencies. Radiation limitations shall not exceed quantities established as safe by the United States Bureau of Standards.
- C. Electromagnetic radiation: For the purpose of these regulations, electromagnetic interference shall be defined as disturbances of an electromagnetic nature which are generated by the use of electrical equipment, other than planned and intentional sources of electromagnetic energy, which would interfere with the proper operation of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure or any other use directly or indirectly associated with these purposes which does not comply with the current regulations of the Federal Communications Commission (FCC) regarding such sources of electromagnetic radiation. Further, said operations, in compliance with the FCC regulations, shall be unlawful if such radiation causes an abnormal degradation of performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious re-radiation, conducted energy in power or telephone systems or harmonic content. The determination of "abnormal degradation of performance" and of "quality and proper design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers and the Radio Manufacturers' Association.
- D. Toxic or hazardous matter: Any activity involving the use or storage of toxic or hazardous matter shall comply with all State, Federal and local laws and all regulations of any Federal, State, or local agency concerning pollution control or toxic substances.
- E. Waste disposal: No activity shall be conducted which results in the discharge of any liquid or solid waste, including industrial wastes, into any public or private sewage system, the ground, or any lake, stream, or other body of water, in violation of any provision of State, Federal or local law or any regulation of any State, Federal or local agency.

- F. Vibration: No use of any property shall cause perceptible earth vibrations beyond any property line, except when pilings are driven for structure foundations. All stamping machines, punch presses, press brakes, hot forgings, steam board hammers, or similar devices shall be placed on shock absorption mountings and on suitable reinforced concrete footings. No machine shall be loaded beyond the capacity, as described by the manufacturers.
- G. Heat, cold, dampness, or movement of air: Activities on any property which produce any adverse effect on the temperature, motion, or humidity of the atmosphere beyond the lot lines are not permitted.
- H. Glare: There shall be no direct or sky-reflected glare, whether from floodlights, high temperature processing, combustion, welding, or otherwise so as to be visible at, or interfere with uses on, adjacent properties.
- I. Smoke, dust, and particulate matter: There shall be no emission of visible smoke, dust, dirt, fly ash, or any particulate matter from any pipes, vents, or other openings or from any other source, into the air which can cause damage or irritation to health, animals, vegetation, or to any form of property or which results in the violation of any applicable Federal, State or local requirements.
- J. Odor: There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive at the points of measurement. Any process which may involve the creation or emission of any such odors shall be provided with both a primary and a secondary safeguard system so that control may be maintained in the event of failure of the primary safeguard system.
- K. Noise: Reserved

6.04.00- DEVELOPMENT STANDARDS IN OVERLAY DISTRICTS

6.04.01 - Site Development Standards for the Downtown Overlay District (DOD)

- A. The DOD is intended to provide development standards specific to the downtown area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.04.01 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.04.01, the standards of the underlying zoning district are required.
- C. Buildings within the DOD are not subject to the standards set forth in Section 6.00.03, 6.03.01.
- D. In addition to signs permissible subject to the standards set forth in Section 7.02.00, development within the DOD may have one (1) sandwich sign in compliance with the following standards:
 - 1. The sign shall not exceed two (2) feet in width.
 - 2. The color and font shall be consistent with the color and font of other signs for the business displaying the sandwich sign.
 - 3. The sign shall include the business name or logo.
 - 4. The sign shall be located on private property. Where five (5) feet of width on the sidewalk can be maintained free of obstruction, the sign may be placed on the public sidewalk. When a sign is proposed to be located on the public sidewalk, the owner shall provide proof of insurance naming the City as an insured party.
 - 5. A sandwich sign shall only be displayed during the hours of operation of the business named on the sign.
 - 6. The sign shall have no lights of any kind.
- E. New development or redevelopment shall include sidewalks that are consistent with the requirements in the Engineering Standards Manual of Crestview.
- F. Awnings or permanent canopies sufficient to provide weather protection to pedestrians consistent with the district for all new construction and any modifications exceeding 25% of the value of the building.
- G. Development in the DOD is exempt from providing additional off-street parking spaces as set forth in Section 8.06.05 provided that there is sufficient public parking capacity in the block in which the proposed business is located. Twenty-five (25) percent of the parking in adjacent blocks may be counted.
 - 1. The City shall evaluate the available capacity of public parking in the Downtown Overlay District on a regular basis and make the information available to applicants upon request.
 - 2. If the City determines that available public parking capacity is insufficient for the proposed business, the applicant shall provide the required number of off-street parking spaces. The applicant may submit a parking study acceptable to the City that demonstrates the parking needs of the proposed business.

Table 6.04.01 - Development Standards Within the Downtown Overlay District

<u>Development Feature</u>	<u>Standards</u>
<u>Minimum lot width (feet)</u>	<u>None</u>
<u>Maximum impervious surface (%)</u>	<u>100</u>
<u>Maximum building height (feet)</u>	<u>120</u>
<u>Minimum setbacks (feet)</u>	
<u>Front setback</u>	<u>0</u>
<u>Side setback</u>	<u>0</u>
<u>Rear setback</u>	<u>0</u>

6.04.02 - Site Development Standards for the Foxwood Overlay District (FOD)

- A. The Foxwood Overlay District is intended to provide development standards specific to the Foxwood area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.04.02 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.04.02, the standards of the underlying zoning district are required.
- C. All existing platted lots as of the annexation of this neighborhood shall be deemed to be in compliance with the LDC.

Table 6.04.02 - Development Standards Within the Foxwood Overlay District

<u>Development Feature</u>	<u>Standards</u>
<u>Minimum lot width (feet)</u>	<u>75</u>
<u>Minimum lot frontage (feet)</u>	<u>20</u>
<u>Maximum impervious surface (%)</u>	<u>55</u>
<u>Maximum building height (feet)</u>	<u>45</u>
<u>Minimum setbacks (feet)</u>	
<u>Front setback</u>	<u>20</u>
<u>Side setback</u>	<u>10</u>
<u>Rear setback</u>	<u>10</u>

6.05.00 - RESERVED

6.06.00 - STANDARDS FOR SITE PREPARATION AND IMPROVEMENTS

Site preparation and site improvements for all developments within the City of Crestview shall comply with the requirements set forth in the Crestview Engineering Standards Manual. Any deviations for any reason from that Manual shall be only at the sole discretion of the Director of Public Services.

6.06.01 - Site Lighting

Site lighting is required for all new developments. A lighting plan shall be provided as part of the initial submittal to demonstrate compliance with the following standards.

- A. Lighting shall be designed to shine downward and not skyward.
- B. Lighting shall be shielded to avoid glare and direct illumination of adjacent properties.

- C. Only full-cut off lighting fixtures shall be permitted.
- D. Lighting shall not create glare or other hinderance to any roadways and drivers.
- E. Lighting within a subdivision, the light poles must be in place at the time of infrastructure installation, before the final plat is recorded. The light fixtures shall be in place and operational before each residence receives a CO. In addition, all lighting shall be in place and operational prior to the end of the applicable warranty period.
- F. Streets lights within residential zones must have a spacing of no more than 400 feet.

6.07.00 - DESIGN STANDARDS FOR SUBDIVISIONS

- A. Blocks.
 - 1. The lengths, widths, and shapes of blocks shall be determined with due regard to:
 - a. The provision of adequate building sites suitable to the special needs of the type of use contemplated;
 - b. The need for convenient and safe access, circulation, and control of pedestrian and vehicular traffic;
 - c. Zoning requirements as to lot sizes and dimensions; and
 - d. Limitations and opportunities of topography.
 - 2. Blocks shall be a maximum of 1,320 feet in length.
 - 3. Rights-of-way for pedestrian crosswalks may be required in order to provide direct pedestrian access to schools, shopping centers, and parks. Such crosswalks shall be a minimum of ten (10) feet in width.
- B. Lots.
 - 1. The lot size, width, depth, shape, orientation, and the minimum building setback lines shall comply with the requirements for the zoning district set forth in this LDC.
 - 2. Corner lots for residential use shall have sufficient additional width to maintain same average buildable area as adjacent lots.
 - 3. Side lot lines shall be approximately at right angles to straight right-of-way lines or radial to curved right-of-way lines. Side lot lines are defined as any lot line that intersects a Right of Way line.
 - 4. Double frontage and reverse frontage lots shall be avoided. Where such lots are necessary to provide separation of residential development from arterial streets or to meet specific orientation requirements, the access to such lots shall be from the street with the lower functional classification. A landscaped buffer strip with a fence, in addition to landscaping and buffering required by Section 6.08.05 shall be provided along the property line abutting the street with the higher functional classification.
- C. Specific requirements for flag lots
 - 1. A flag lot is any lot that does not entirely front on a public street. Frontage is provided by a private driveway. See Figure 6.07.03(C) for an illustration of a flag lot.
 - 2. Flag lots are permissible in the R-1E, R-1 and R-2 zoning districts and shall be measured and meet the dimensional requirements set forth in Sections 6.00.02(C) and Table 6.01.01.
 - 3. Each private driveway shall serve only up to two (2) flag lots.
 - 4. There shall be no more than two (2) abutting private driveways.
 - 5. The design, dimensions, and construction requirements for driveways shall comply with the Crestview Engineering Standards Manual.
 - 6. Nothing in this section shall be construed to prohibit flag lots in a planned unit development.

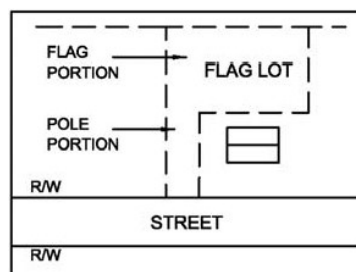


Figure 6.07.03 (C). Illustration of a flag lot

- D. Access requirements
1. Each lot shall have frontage on and permanent access to an existing or proposed paved public street.
 - a. Private Streets are only allowed where an HOA is established in perpetuity.
 - b. No streets will be accepted by the City for ownership or maintenance until the streets have met the standards for all streets as identified in the current edition of the Crestview Engineering Standards Manual.
 2. A subdivision plat shall include streets as established by transportation plans in the Comprehensive Plan, the Transportation Planning Organization, or other similar plan. The arrangement, character, extent, width, grade, and location of all streets shall conform to the plans of the State, Okaloosa County, and the City, respectively, and shall be considered in their relation to existing and planned streets, to topographical conditions, and to public convenience and safety.
 3. Alleys shall be provided to serve multifamily development, commercial development, and industrial development.
 4. All streets shall be designed and constructed in compliance with the standards of the City set forth in the Crestview Engineering Standards Manual. All costs shall be paid by the developer.
 5. Subdivisions shall include sidewalks and bicycle paths or lanes in compliance with the standards set forth in Chapter 8 of this Land Development Code and the Crestview Engineering Standards Manual.
- E. Easements. All lots within a subdivision shall provide easements for stormwater drainage, water systems, sanitary sewer systems, gas lines, electric lines, cables, telephone lines, and utility poles. Standards for such utility easements are set forth in the Crestview Engineering Standards Manual.
- F. Site improvements.
1. All subdivisions shall be required to have underground utility service (electrical, cable television, telephone, water, and sewer) unless all lots within the subdivision front existing streets that currently are serviced above ground.
 2. If the subdivision plat proposes more than ten (10) lots, recreation facilities assessment equal to 5% of the predevelopment land value according to the property appraiser shall be due prior to the issuance of a Development Order. In some cases, land can be deeded to the City provided that land is deemed of sufficient size and quality to be utilized as a public City Park. This shall be at the sole discretion of the Director of Crestview Recreation Enrichment Services Department.
 3. Land which is determined to be unsuitable for subdivision due to flooding, bad drainage, or other features likely to be harmful to the health, safety, and general welfare of future residents, shall not be subdivided, unless adequate methods of correction and mitigation are formulated by the developer and approved by the City and any other agency having jurisdiction.
 4. All applicable standards set forth in Chapter 5, Environmental and Resource Protection, shall be met.
 5. All applicable standards set in the Crestview Engineering Standards manual shall be met.
- G. The street and block layout.
1. Streets. The street layout of the subdivision shall be in general conformity with a plan for the most advantageous development of adjoining areas and the entire neighborhood. This shall apply to all streets, including private streets.
 - a. Where appropriate to the design, proposed streets shall be continuous and in alignment with existing, planned, or platted streets with which they are to connect.
 - b. Proposed streets may be required to extend to the boundary lines of the tract to be subdivided where such an extension is required to connect with streets in an existing, platted, or planned subdivision. The extension or connection requirement by the city will be based upon traffic circulation or public safety issues and compatibility of adjacent land uses.
 - c. If the proposed subdivision is adjacent to an undeveloped area, at least one proposed street shall terminate at a boundary line of the undeveloped area. A temporary turning circle shall be required at the end of that street or streets with an outside diameter of 60 feet. This requirement may be waived if the traffic pattern of the subdivision contains more than one exit to a city or county road or if traffic circulation or public safety requirements do not dictate a street terminus at a boundary line of the undeveloped area.
 - d. If an existing half-width public or private street or other right-of-way easement is parallel and contiguous with the boundary of a proposed subdivision, the other half-width right-of-way will be

dedicated in the proposed subdivision and shall be the width necessary to create a right-of-way along the entire boundary of the proposed subdivision which meets minimum width requirements as set forth in article VIII of this chapter. If the additional right-of-way required to continue the existing dedicated road or other easement in a continuous, orderly manner is not in the proposed subdivision, the developer will prepare the agreement or easement for dedicating the additional right-of-way required and will attempt to obtain such right-of-way. However, the city may assist in acquisition of such right-of-way when in the public interest, where governmental action is necessary to acquire the property and the developer advances all costs and expenses incurred by the city in taking such action.

- e. A cul-de-sac or local dead-end street shall not exceed 1,320 feet in length.
- f. Street lighting shall be provided in accordance with Section 6.06.01 of this code. The Developer shall make arrangements with the power company and bear the cost of power during the warranty period. Then the street light electrical account shall transfer to the Home Owners Association serving the same.

H. Subdivision Landscaping Requirements

- 1. Any subdivision landscaping or island must be in a platted common area, dedicated to the Homeowner's Association.

6.08.00 - STANDARDS FOR LANDSCAPE DEVELOPMENT

6.08.01 - Intent

It is the intent of this Section to:

- A. Establish minimum landscaping standards for all development within the City;
- B. Protect the public's health, safety, and welfare;
- C. Protect the natural environment, ecosystem, existing wetlands, and waterways;
- D. Improve the quality of appearance of the built environment by preserving natural elements where possible and incorporating new landscaped areas;
- E. Protect and improve property values;
- F. Establish an integrated system of landscaping and beautification of the City's corridors;
- G. Ensure visual accessibility to businesses.
- H. The City of Crestview encourages innovative water conservation planning, design and techniques, including xeriscape landscaping methods as defined in the Crestview Engineering Standards Manual.

6.08.02 - Definitions

Definitions of terms used in this chapter can be found in Chapter 2 - Acronyms and Definitions.

6.08.03 - Applicability

- A. This section applies to all new development.
 - 1. New development within an existing multi-use structure, non-residential, or multi-family development shall be required to provide landscaping in conformance with this section only to the portions of the site containing the new development, unless Sub-Section 6.08.03(C) applies.
- B. This section shall apply to existing development and redevelopment when any of the following occurs:
 - 1. When a Change in Use requires the construction of additional parking and/or vehicle use area(s).
 - 2. When any principal nonresidential structure or complex of structures is enlarged by 50 percent or more in gross floor area, the entire site shall conform to the requirements of this Section.
 - 3. When any vehicle use area is constructed or established, or when an existing vehicle use area is enlarged by 50 percent or greater, the entire vehicle use area shall conform to the requirements of this Section.
 - a. When an existing vehicle use area is enlarged by less than 50 percent, that portion of the vehicle use area shall conform to the requirements of this Section.
- C. The following development is exempted from the requirements of this section:
 - 1. Single Family detached dwellings.
 - 2. Duplex dwellings.

6.08.04 - Administrative Modifications

- A. The Director of Community Development Services, or designee, shall have the authority to modify the requirements of this section when he or she determines that it is impossible or, impractical, for a development to meet the requirements of this Section.
 - 1. This determination shall be based upon the location, placement, or configuration of existing structures, site dimensions, site topography, underground and overhead utilities, and other physical characteristics of the development site itself.
 - 2. If it is determined that modifications are required, the Director, or designee, may allow for the following only:
 - a. Placement of required trees elsewhere on site;
 - b. Grouping(s) of required trees;
 - c. Waiver of a portion of the requirements, provided that the requirements of this section are implemented to the fullest extent on those portions of the development site that can physically accommodate these requirements.

6.08.05 - Landscape Plan Required

- A. To ensure compliance with the standards of this section, a landscape plan demonstrating how landscaping will be planted on a development site shall be included as a part of any application for any commercial development.
- B. No submittal for any development shall be deemed complete unless a landscape plan has been submitted.
- C. No development order or development permit shall be issued until a landscape plan has been submitted and approved as meeting the requirements of this section.
- D. Landscape plans shall include the following contents and information:
 - 1. Location of all protected trees that are on a development site, with their species (common name) and DBH identified.
 - 2. Denote protected trees to be removed and those to be saved.
 - 3. Locations of all landscaping improvements including species (common name) and DBH of trees and species of shrubs, grasses and ground cover(s).
 - 4. Total landscaped area, total impervious surface areas, and total project limits.
 - 5. Location of all proposed improvements to be constructed or installed within the required landscape areas.
 - 6. Any utilities, overhead or underground, in the vicinity of the landscape areas shall be shown. Acceptance of the landscape material by an effected utility company may be required, such as trees adjacent to an overhead power line.
 - 7. Location of any proposed irrigation system, if applicable.
 - 8. A statement indicating that the balance of all areas within the required landscape, outside of the trees and shrubs shall be planted with turf grass and or groundcover plants.
 - 9. A statement indicating that all disturbed areas outside of the planned improvements shall be sodded or seeded.

6.08.07 – Interior Parking Landscape Areas

- A. Portions of off-street parking facilities not specifically designed as parking or loading spaces and drive aisles shall not be paved for vehicle use. Said areas shall be planted and permanently maintained with trees and shrubs and finished with ground cover or other landscape material.
- B. Maximum number of continuous parking spaces. Landscaping areas shall be provided to break up rows containing more than 15 continuous spaces. These landscaped areas shall have a minimum dimension of nine feet and a total area of at least 171 square feet. Each area shall contain one tree that measures a minimum of 1.5 inches DBH.
- C. Termination of parking rows. Each row of interior parking spaces shall be terminated at each end by a landscaped area which shall be a minimum of 100 square feet with a minimum dimension of ten feet. These landscaped areas must have one tree that measures a minimum of 1.5 inches DBH.
- D. Vehicles may overhang no more than two feet into landscape areas.

6.08.08 – Right-of-Way Landscape Buffers

- A. Excluding driveways, there shall be a continuous landscaped area, a minimum of 10-feet wide, abutting all rights-of-way.

1. When parking areas abut ROW Landscape Buffers, wheel stops shall be provided to prevent more than two feet of overhang into the landscape area.
2. Sidewalks shall not be located within the right-of-way landscape buffer.
- B. When a development's disturbed area or project area, does not extend the full length of the right-of-way frontage of the property, the required ROW landscape buffer may be placed within the dedicated project area only, provided the landscape plan identifies that the area is to be maintained in a natural state.
 1. If this area is developed in the future, then it will be required to meet the requirements of this code.
- C. Right-of-way adjacent landscape areas shall provide vegetation in accordance with the following:
 1. One tree per 25 linear feet, or fraction thereof, of total right-of-way frontage with 50 percent of the trees being a shade species.
 - a. Any required trees deemed to be within the visibility triangle will be required to be planted elsewhere.
 - b. Any trees that would conflict with existing utilities, such as overhead power, shall be planted elsewhere.
 - c. In no case will driveways, utilities, or other such conflicts result in a reduction of the required trees or landscape area. Such required landscape shall be moved elsewhere within the development.
 2. The balance of the landscaped area shall be planted with turf grass and other landscaping treatments.

6.08.09 – Adjacent Use Landscape Buffers

- A. Adjacent use landscape buffers shall extend inward from the property line the required width.
- B. Adjacent use landscape buffers shall be required between uses with different densities and/or intensities and between different zoning districts in accordance with the following:

Table 6.08.09 – Adjacent Use Landscape Buffer Widths

	R-1E	R-1	R-2	R-3	MU	C-1	C-2	IN
R-1E	N/A	5 feet	10 feet	15 feet	15 feet	20 feet	30 feet	50 feet
R-1	5 feet	N/A	5 Feet	10 Feet	15 feet	15 Feet	20 Feet	30 Feet
R-2	10 feet	5 Feet	N/A	5 Feet	10 feet	15 Feet	20 Feet	30 Feet
R-3	15 feet	10 Feet	5 Feet	N/A	7.5 feet	15 Feet	15 Feet	15 Feet
MU	15 feet	15 feet	10 feet	7.5 feet	N/A	7.5 feet	10 feet	15 feet
C-1	20 feet	15 Feet	15 Feet	15 Feet	7.5 feet	N/A	5 Feet	5 Feet
C-2	30 feet	20 Feet	20 Feet	15 Feet	10 feet	5 Feet	N/A	5 Feet
IN	50 feet	30 Feet	30 Feet	15 Feet	15 feet	5 Feet	5 Feet	N/A

- C. The buffer requirement may be satisfied by the placement of an eight-foot tall privacy fence when a single-family dwelling is redeveloped for commercial use and when:
 1. The character of the single-family dwelling is preserved.
 2. There are 10 or less required parking spaces.
- D. Buffer Yard vegetation requirements:
 1. The intent of this section is that a visual and audible barrier or screen is created between dissimilar uses through the use of aesthetically appealing landscaping, fencing, walls, or other methods.
 2. All plants in the buffer shall be bushes and trees of an approved species that will reach a mature height of no less than 6'.
 - a. Small shrubs will not be allowed unless coupled with a 6' privacy fence.
 3. Buffer Yard approved vegetation list. Vegetation not on this list must be approved by the Community Development Services Director, or designee:
 - a. Japanese privet (*Ligustrum japonicum*)
 - b. Azalea (*Rhododendron* spp.)
 - c. Japanese cleyera (*Cleyera japonica*)
 - d. Pampas grass (*Cortaderia selloana*)

- e. Silverthorn (*Elaeagnus pungens*)
- f. Cherry elaeagnus, Gumi (*Elaeagnus multiflora*)
- g. English holly (*Ilex aquifolium*)
- h. Chinese holly (*Ilex cornuta*)
- i. Japanese holly (*Ilex crenata*)
- j. Yaupon holly (*Ilex vomitoria*)
- k. Oleander (*Nerium oleander*)
- l. Chinese juniper (*Juniperus chinensis*)
- m. Savin juniper (*Juniperus sabina*)
- n. Rocky mountain juniper (*Juniperus scopulorum*)
- o. Bottlebrush buckeye (*Aesculus parviflora*)
- 4. Bushes shall be planted sufficiently close so that at full maturity, there will be no visual space between the bushes.
- 5. Walls and fences may be allowed provided they are constructed in such a manner as to create the intended visual and audible barrier.
 - a. No wall or fence may be constructed less than 6' in height.
 - b. All fences and walls will require approval from the Building Department.

6.08.09 - Protected Trees

- A. No person shall cut, remove or damage any protected tree in a manner which causes the tree to die within a period of two years without first obtaining a Land Clearing and Protected Tree Removal permit, or without such removal being approved as part of a development order that provided a landscape plan as required by 6.08.05. A one (1) two (2) or three (3) family dwelling is exempt from the requirements of this section except that they must replant a tree listed on the Protected Tree List or Tree Replant List, with such replacement tree measuring a minimum of 1.5 inches DBH.
- B. Protected Tree List. The following types of species comprise the protected tree list (* denotes shade trees):
 - 1. Species type A: Small, four-inch to seven-inch DBH
 - a. Dogwood (*Cornus florida*)
 - b. Redbud (*Ceris Canadensis*)
 - c. Ashe's magnolia (*Magnolia ashei*)
 - 2. Species type B: Medium, eight-inch to 13-inch DBH.
 - a. American holly (*Ilex opaca*)
 - b. Southern magnolia (*Magnolia grandiflora*)*
 - c. Eastern (or Southern) red cedar (*Juniperus virginiana*)*
 - 3. Species type C: Large, 14-inch and larger DBH.
 - a. Live oak (*Quercus virginiana*)
 - b. Laurel oak (*Quercus laurifolia*)*
 - c. Sweet gum (*Liquidambar styraciflua*)*
 - d. Sycamore (*Platanus occidentalis*)*
 - e. Pecan (*Carta illinoensis*)*
 - f. Water oak (*Quercus nigra*)*
 - g. Red maple (*Acer rubrum*)*
- C. Trees identified by a certified arborist as diseased or dead shall not be required to be replaced.
- D. Every effort shall be made to save the trees on this list during any site development or clearing for any reason.
- E. Allowances to the site development may be provided to encourage retaining protected trees. The Director of Community Development Services, or designee, may review a plan submitted by the developer to determine the extent of such allowances. Those may include such allowances as reduced parking requirements, reduced landscape area requirements or other allowances.
- F. Trees on this list must be preserved based at a ratio of one tree for each 3,600 square feet of impervious surface area proposed by any site development.
- G. Where protected trees cannot be kept or relocated, they must be replaced by a species listed in the Tree Replant and Protected Trees list. Enough trees shall be planted to replace a minimum of fifty percent the diameter of

the removed protected tree. Multiple trees shall be used to reach fifty percent, but in no case shall any of these replacement trees be less than 2" in diameter.

- H. On sites proposed for development where no existing protected trees are identified, the developer shall be required to plant one new tree from either the Protected Tree List or Tree Replant List per 3,600 square feet of proposed impervious surface area. One third of trees planted, or fraction thereof shall each be of Species type A, Species type B, and Species type C, respectively. The size of each new tree shall be no less than 2" in diameter.
- I. Tree Replant List. In addition to the three categories of trees identified in subsection (B), the following trees may be planted to meet the minimum tree replanting requirements. Trees not on this list may be used only if approved by the Community Development Services director or designee. (* Denotes shade trees):
 - 1. Species type A: Small.
 - a. Dahoon holly (*Ilex cassine*)*
 - b. Fringe tree (*Chionanthus virginicus*)
 - c. Red bay (*Persea borbonia*)*
 - d. Swamp bay (*Persea palustris*)*
 - e. Sassafras (*Sassafras albidum*)
 - f. Yaupon (*Ilex vomitoria*)
 - g. Wild olive (*Osmanthus americanus*)
 - h. Scrubby post oak (*Quercus margaretta*)
 - i. Southern crabapple (*Malus angustifolia*)
 - j. Eastern Hophornbeam (*Ostrya virginiana*)
 - k. Red buckeye (*Aesculus pavia*)
 - l. Pindo palm (*Butia capitata*)
 - m. Sago palm (*Cycas revoluta*)
 - 2. Species type B: Medium.
 - a. Cherry laurel (*Prunus caroliniana*)*
 - b. Large-leaved magnolia (*Magnolia macrophylla*)*
 - c. American hornbeam (*Carpinus caroliniana*)
 - d. River birch (*Betula nigra*)*
 - e. Florida maple (*Acer barbatum*)*
 - f. Sweetbay (*Magnolia virginiana*)*
 - g. Ginko (*Ginkgo biloba*)*
 - h. Bradford pear (*Pyrus calleryana* "Bradford")
 - i. Ash (*Fraxinus* spp.)*
 - j. London planetree (*Plantanus x acerfolia*)*
 - k. Sabal (cabbage) palm (*Sabal palmetto*)
 - 3. Species type C: Large.
 - a. Tulip tree (*Liriodendron tulipifera*)
 - b. Willow oak (*Quercus phellos*)
 - c. Black gum (*Nyssa sylvatica*)
 - d. Southern red oak (*Quercus falcata*)*
 - e. Shumard's red oak (*Quercus shumardii*)*
 - f. Hackberry (*Celtis laevigata*)*
 - g. White oak (*Quercus alba*)*
 - h. Bald cypress (*Taxodium distichum*)
 - i. Walnut (*Juglans nigra*)*
 - j. Chinese elm (*Ulmus parvifolia*)*
 - k. Hickory (*Carya* spp.)*
 - l. Yellow buckeye (*Aesculus flava*)*
 - m. Canary island date palm (*Phoenix canariensis*)
- J. Prohibited tree list.
 - 1. The following prohibited species may not be used to meet any landscape requirement:
 - a. Paper mulberry (*Broussonetia papyrifera*)
 - b. Australian pine (*Casuarina equisetifolia*)

- c. Ear tree (*Enterolobium cyclocarpum*)
- d. Punk tree (*Melaleuca* spp.)
- e. Chinaberry (*Melia azedarach*)
- f. Brazilian pepper (*Schinus terebinthifolius*)
- g. Downy rosemyrtle (*Rhodomyrtus tomentosa*)
- h. Bishopwood (*Bischofia javanica*)
- i. Chinese Tallow Tree or Popcorn Tree (*Triadica sebifera*)

CHAPTER 6 DEVELOPMENT STANDARDS

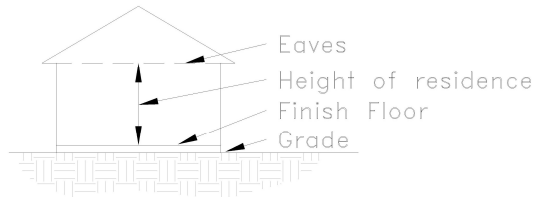


Figure 6.00.02 (E). Building Height

6.00.03 - Compatibility Standards Pertaining to Building Height in All Zoning Districts

- A. Applicability. The standards set forth in this section apply to buildings other than single-family ~~structures~~ ~~dwellings~~ when such buildings are located adjacent to ~~parcels zoned to allow~~ single-family residential ~~use~~ ~~structures~~.
- B. Maximum height standards
1. The maximum height for buildings located 100 feet or less from a ~~parcel with a~~ single-family residential ~~use~~ ~~structure~~ shall not exceed two (2) times the ~~average number of stories height of said structure, single-family dwellings in the adjacent or surrounding block.~~
 2. The maximum height for buildings located 100 feet or less from multiple single-family residential structures shall not exceed two (2) times the number of stories of the tallest structure.

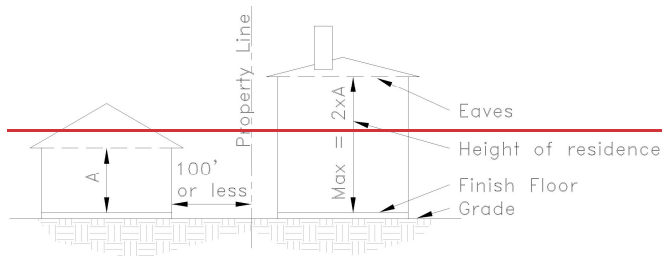


Figure 6.00.03 (B). Building Height & Distance from SFR

Style Definition: LDC Paragraph

6.02.04—Site Development Standards for the Downtown Overlay District (DOD)

- A. The DOD is intended to provide development standards specific to the downtown area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.02.04 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.04, the standards of the underlying zoning district are required.
- C. Buildings within the DOD are not subject to the standards set forth in Section 6.00.03, 6.03.01.
- D. In addition to signs permissible subject to the standards set forth in Section 7.02.00, development within the DOD may have one (1) sandwich sign in compliance with the following standards:
1. The sign shall not exceed two (2) feet in width.
 2. The color and font shall be consistent with the color and font of other signs for the business displaying the sandwich sign.
 3. The sign shall include the business name or logo.
 4. The sign shall be located on private property. Where five (5) feet of width on the sidewalk can be maintained free of obstruction, the sign may be placed on the public sidewalk. When a sign is proposed to be located on the public sidewalk, the owner shall provide proof of insurance naming the City as an insured party.
 5. A sandwich sign shall only be displayed during the hours of operation of the business named on the sign.
 6. The sign shall have no lights of any kind.
- E. New development or redevelopment shall include sidewalks that are consistent with the requirements in the Engineering Standards Manual of Crestview.
- F. Awnings or permanent canopies sufficient to provide weather protection to pedestrians consistent with the district for all new construction and any modifications exceeding 25% of the value of the building.
- G. Development in the DOD is exempt from providing additional off-street parking spaces as set forth in Section 8.06.05 provided that there is sufficient public parking capacity in the block in which the proposed business is located. Twenty five (25) percent of the parking in adjacent blocks may be counted.
1. The City shall evaluate the available capacity of public parking in the Downtown Overlay District on a regular basis and make the information available to applicants upon request.
 2. If the City determines that available public parking capacity is insufficient for the proposed business, the applicant shall provide the required number of off-street parking spaces. The applicant may submit a parking study acceptable to the City that demonstrates the parking needs of the proposed business.

Table 6.02.04—Development Standards Within the Downtown Overlay District

Development Feature	Standards
Minimum lot width (feet)	None
Maximum impervious surface (%)	100
Maximum building height (feet)	120
Minimum setbacks (feet)	
Front setback	0
Side setback	0
Rear setback	0
Setback abutting an alley	5

6.02.05—Site Development Standards for the Foxwood Overlay District (FOD)

- A. The Foxwood Overlay District is intended to provide development standards specific to the Foxwood area of Crestview. The boundary is shown on the Official Zoning Map.

- B. The development standards shown in Table 6.02.05 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.02.05, the standards of the underlying zoning district are required.
- C. All existing platted lots as of the annexation of this neighborhood shall be deemed to be in compliance with the LDC.

Table 6.02.05—Development Standards Within the Foxwood Overlay District

Development Feature	Standards
Minimum lot width (feet)	75
Minimum lot frontage (feet)	20
Maximum impervious surface (%)	55
Maximum building height (feet)	45
Minimum setbacks (feet)	
Front setback	20
Side setback	10
Rear setback	10

6.03.00 - DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS

6.03.01 - Site Development Standards

- A. The base standards for development in commercial and industrial zoning districts are provided in Table 6.03.01.
- B. Specific site development standards apply within the Downtown Overlay District, as set forth in Section 6.02.04.
- C. Proposed building height, including appurtenances and building attachments, in any district shall be analyzed to determine if it exceeds any limitations of the Eglin Air Force Base. In consultation with an Eglin AFB representative, the City may establish the maximum height at less than the heights in the table below, but no less than the maximum structure height (above mean sea level) causing no major negative mission impacts for Eglin AFB, as depicted in the Map.

Table 6.03.01 - Development Standards in Commercial and Industrial Zoning Districts

Development Feature	C-1	C-2	IN
Maximum gross floor area ratio	2.0	3.0	3.0
Minimum lot area	None	32,000 s.f.	65,000 s.f.
Minimum lot width (feet)	None	100	100
Maximum impervious surface (%)	80	80	95
Maximum building height (feet)	50	100	None
Minimum setbacks (feet)	C-1	C-2	IN
<u>Front Yard Abutting Arterial Road</u>	20	30	40
<u>Front Yard Abutting Collector or Local Road</u>	<u>10</u>	<u>15</u>	<u>20</u>
Side yard	<u>5 10</u>	<u>5 20</u>	<u>5 30</u>
Rear yard	<u>5 10</u>	<u>5 20</u>	<u>5 30</u>

6.04.00- DEVELOPMENT STANDARDS IN OVERLAY DISTRICTS

6.04.01 - Site Development Standards for the Downtown Overlay District (DOD)

- A. The DOD is intended to provide development standards specific to the downtown area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.04.01 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.04.01, the standards of the underlying zoning district are required.
- C. Buildings within the DOD are not subject to the standards set forth in Section 6.00.03, 6.03.01.
- D. In addition to signs permissible subject to the standards set forth in Section 7.02.00, development within the DOD may have one (1) sandwich sign in compliance with the following standards:
1. The sign shall not exceed two (2) feet in width.
 2. The color and font shall be consistent with the color and font of other signs for the business displaying the sandwich sign.
 3. The sign shall include the business name or logo.
 4. The sign shall be located on private property. Where five (5) feet of width on the sidewalk can be maintained free of obstruction, the sign may be placed on the public sidewalk. When a sign is proposed to be located on the public sidewalk, the owner shall provide proof of insurance naming the City as an insured party.
 5. A sandwich sign shall only be displayed during the hours of operation of the business named on the sign.
 6. The sign shall have no lights of any kind.
- E. New development or redevelopment shall include sidewalks that are consistent with the requirements in the Engineering Standards Manual of Crestview.
- F. Awnings or permanent canopies sufficient to provide weather protection to pedestrians consistent with the district for all new construction and any modifications exceeding 25% of the value of the building.
- G. Development in the DOD is exempt from providing additional off-street parking spaces as set forth in Section 8.06.05 provided that there is sufficient public parking capacity in the block in which the proposed business is located. Twenty-five (25) percent of the parking in adjacent blocks may be counted.
1. The City shall evaluate the available capacity of public parking in the Downtown Overlay District on a regular basis and make the information available to applicants upon request.
 2. If the City determines that available public parking capacity is insufficient for the proposed business, the applicant shall provide the required number of off-street parking spaces. The applicant may submit a parking study acceptable to the City that demonstrates the parking needs of the proposed business.

Table 6.04.01 - Development Standards Within the Downtown Overlay District

Development Feature	Standards
<u>Minimum lot width (feet)</u>	<u>None</u>
<u>Maximum impervious surface (%)</u>	<u>100</u>
<u>Maximum building height (feet)</u>	<u>120</u>
<u>Minimum setbacks (feet)</u>	
<u>Front setback</u>	<u>0</u>
<u>Side setback</u>	<u>0</u>
<u>Rear setback</u>	<u>0</u>

6.04.02 - Site Development Standards for the Foxwood Overlay District (FOD)

- A. The Foxwood Overlay District is intended to provide development standards specific to the Foxwood area of Crestview. The boundary is shown on the Official Zoning Map.
- B. The development standards shown in Table 6.04.02 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.04.02, the standards of the underlying zoning district are required.
- C. All existing platted lots as of the annexation of this neighborhood shall be deemed to be in compliance with the LDC.

Table 6.04.02 - Development Standards Within the Foxwood Overlay District

Development Feature	Standards
<u>Minimum lot width (feet)</u>	<u>75</u>
<u>Minimum lot frontage (feet)</u>	<u>20</u>
<u>Maximum impervious surface (%)</u>	<u>55</u>
<u>Maximum building height (feet)</u>	<u>45</u>
Minimum setbacks (feet)	
<u>Front setback</u>	<u>20</u>
<u>Side setback</u>	<u>10</u>
<u>Rear setback</u>	<u>10</u>



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief
DATE: 1/11/2023
SUBJECT: Ordinance 1916 - Code Enforcement Mitigation

BACKGROUND:

Since November, 2020, Code Enforcement has been utilizing the special magistrate for properties that continue to remain in violation. Once the magistrate finds the property in violation of the City code of ordinance, a certified copy of an order imposing a fine is recorded in the public record and constitutes a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

The first reading of Ordinance 1916 was approved by the City Council on January 9, 2023.

DISCUSSION:

The goal of code enforcement is to gain voluntary compliance through education. At times, these attempts fall short and a property owner is brought before a magistrate for a hearing. If the magistrate finds the property is indeed in violation of code, the magistrate may order fines to accrue on the property until the property is brought into compliance. Even though fines are accruing, the City still wishes to have the property brought into compliance. This ordinance will guide the City on the procedures for mitigation discussions.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact from a guide on the procedures for mitigation discussions.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1916.

Attachments

1. Attachment 1

ORDINANCE: 1916

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III., DIVISION 5. – CODE ENFORCEMENT SPECIAL MAGISTRATE, 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.

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

CHAPTER 2, ARTICLE III., DIVISION 5. – CODE ENFORCEMENT SPECIAL MAGISTRATE is hereby amended with the addition of *Section 2-119. Lien Mitigation*, as attached to this ordinance (Attachment 1).

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

SECTION 2 – FILING – Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

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

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

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

SECTION 6 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 23rd day of January, 2023.

ATTEST:

Maryanne Schrader

City Clerk

Approved by me this 23rd day of January, 2023.

J. B. Whitten
Mayor

Sec. 2-119. Lien Mitigation

- (a) *Definitions.* The following, words, terms, and phrases, when used in this section, shall have the following meanings ascribed to them, except where the context clearly indicates a different meaning:
- (1) *Satisfaction of Order.* A legal document, as approved by the City Attorney, and the process by which the City acknowledges and confirms that a violator has satisfied all obligations of a Code Enforcement Order imposing a fine.
 - (2) *Release of Order.* A legal document, as approved by the City Attorney, and the process by which the City acknowledges and confirms that the City is releasing the violator from some of the obligations of a Code Enforcement Order imposing a fine while other obligations of the order have been satisfied by the violator.
 - (3) *Satisfaction of Lien.* A legal document, as approved by the City Attorney, and the process by which the City acknowledges and confirms that a violator has satisfied all obligations of a code enforcement order imposing a fine that has been filed in the public records of Okaloosa County. The City shall file a satisfaction of lien in the public records of Okaloosa County.
 - (4) *Release of Lien.* A legal document, as approved by the City Attorney, and the process by which the City acknowledges and confirms that the City is releasing the violator from some of the obligations of a Code Enforcement Order imposing a fine that has been filed in the public records of Okaloosa County, while other obligations of the order have been satisfied by the violator. The City shall file a release of lien in the public records of Okaloosa County.
 - (5) *Mitigation Schedule.* A schedule of suggested mitigation percentages, as approved by the city council and amended by resolution if needed, that shall be considered during review of an application for release of an order imposing a fine or release of lien, and that may ensure an equitable, expeditious, and effective method of gaining compliance with the code. The following is the city's suggested mitigation percentage schedule:

<u>Fine Amount</u>	<u>% of Fine Amount to be Paid</u>
\$1,000 to \$5,000	100% of the fine amount*
\$5,001—and over	10% of the fine amount or \$5,000, whichever is greater*

* The fine amount to be paid in a mitigated settlement may be reduced to 10 percent of the Just Market Value of the property as established by the Okaloosa County Property Appraiser in cases where the Just Market Value is greater than \$50,000.

- (b) *Satisfaction of Order of Lien.*
- (1) At any time that a violator/property owner has satisfied all obligations of a Code Enforcement Order, the City Manager, upon request provided by the violator and a statement of compliance provided by the Code Inspector, shall execute a Satisfaction of Order or Lien, whichever is applicable.
 - (2) The City Clerk will record any Satisfaction of Lien in the public records of Okaloosa County, Florida, and provide a copy of the recorded document to the property owner.
- (c) *Release of Lien.* If a certified copy of a Code Enforcement Board order has been recorded in the public records and the property that was in violation has been brought into compliance with the code, the violator/property owner may apply to the City for a release of lien as follows:
- (1) The violator/property owner shall apply for a release of lien in writing that includes, at a minimum:
 - a. the address of the subject property,

- b. the date the subject property was brought into compliance,
 - c. the factual basis for the request for Release of Lien,
 - d. the terms upon which the violator/property owner believes a Release of Lien should be granted,
 - e. a statement of compliance by the code inspector, and
 - f. the amount of the release in fines sought by the violator/property owner.
- (2) Upon receipt of the application for release of lien, the City Manager shall review the request to determine if review by the City Council is appropriate or if the case can be settled by the City Manager. If the request is not consistent with the suggested mitigation schedule or exceeds \$20,000.00, it will be scheduled for the next available Council meeting and Staff will prepare a recommendation to the City Council. If the request is consistent with the suggested mitigation schedule and the settlement amount is less than \$20,000.00, the City Manager can settle the case according to guidelines in this section.
- (3) If the property subject to the request is also the subject of a foreclosure proceeding filed by the City against the property and property owner in violation, the City Manager shall issue a written denial of the request that includes name, address and telephone number of the foreclosure attorney and advised the applicant that matter must be considered as a settlement of the litigation.
- (4) The City Manager shall consider request for Release of Lien at pursuant to the following criteria:
- a. The City Manager may take action based solely upon the sworn application and comments of the petitioner, and the recommendation of the City Staff.
 - b. The City Manager may reduce the amount of the lien consistent with the mitigation schedule or continue the lien in its full amount.
 - c. The City Manager will consider the following in determining whether to approve or deny a request for Release of Lien:
 - 1. The gravity of the violation.
 - 2. The time in which it took the violator/property owner to come into compliance.
 - 3. The accrued amount of the code enforcement fines/lien as compared to the County's Property Appraiser's stated value of the property before exemptions.
 - 4. Any previous code violations; and
 - 5. Consistency with the suggested mitigation schedule.
 - d. If the City Manager approves a Release of Lien settlement, the City Attorney shall review the Release of Lien prior to the City Manager executing the release and the City Clerk shall have the release recorded in the public records of Okaloosa County, Florida, and provide a copy to the property owner.
- (5) When the request cannot be settled by the City Manager, The City Council may consider the request for Release of Lien at a public meeting. Requests for settlement should be evaluated pursuant to the following criteria:
- 1. The gravity of the violation.
 - 2. The time in which it took the violator/property owner to come into compliance.
 - 3. Any previous code violations; and
 - 4. The adopted mitigation schedule.
 - d. If the City Council approves a release of lien, the City Manager shall execute such release and the City Clerk shall have the release recorded in the public records of Okaloosa County, Florida, and provide a copy to the property owner.



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director, Wendy Buttke, Accountant
DATE: 1/19/2023
SUBJECT: Financial Report

BACKGROUND:

This is a presentation of the monthly financial information as required by the City Charter.

DISCUSSION:

Below you will find the link to the December disbursement registers. Also provided are the monthly Unaudited Schedules of Revenues & Expenditures for November 30, 2022.

Follow this link by clicking on the icon with the arrow for the December check registers:

[December 2022 Epayables Register](#)

[December 2022 Check Register](#)

[Unaudited Schedules of Revenues & Expenditures November 2022](#)

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

For informational purposes. No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: January 23, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations
DATE: 1/19/2023
SUBJECT: Report to City Council - Wayne Steele on Capital Projects

BACKGROUND:

The PowerPoint presentation may be assessed by clicking on the icon with the arrow below and downloading the presentation:

[Capital Project Presentation](#)

DISCUSSION:

A brief overview of capital projects and project management presented by Director of Operations Wayne Steele and Project Manager Jayce Vanderford.

GOALS & OBJECTIVES

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

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FINANCIAL IMPACT

None

RECOMMENDED ACTION

No action required.

Attachments

1. Capital Project Funding Sources
2. Capital Project Expenditures
3. Capital Projects and Project Management Presentation - 1.17.23 - PDF

Capital Project Funding Sources

Project Name	Project #	Fiscal Year	Status
WWTP Bio-Solids Handling	1970	2020	Construction
Blackwater Golf Club	305	2021	Construction
Foxwood County Water to City Water System	311	2021	Design
Animal Control	710	2022	Complete
Anitoch Elevated Water Tank	1615	2022	Complete
Arena Road Utility Relocation	1616	2022	Construction
Bush House Improvements	355	2022	Complete
Crestview Commons Hospital Dr. Improvements	1124	2022	Construction
Fire Training Tower	805	2022	Construction
Blacwater Master Lift Station	1711	2022	Construction
Foxwood Estates Septic to Sewer	1709	2022	Design
Garden St and Hwy 85 Traffic Signal	1115	2022	Design
Mainstreet Revitalaztion Project Street Scape	342	2022	Out of Bid
RIB #6 North Wingard Property - planning	1990	2022	Planning
RIB #6 North Wingard Property - design		2022	Planning
RIB Re-rate Study	1960	2022	
SR 85 to Brookmeade Improvements	1113	2022	Design
Redstone and Brookmede Intersection Improvements	1112	2022	Design
Vineyard Village	330	2022	Design
TDC Brookmeade Park Improvements	2715	2022	Planning
PJ Adams - Phase 4 (wildhorse to crabapple)		2022	Construction
PJ Adams Phase 5 (interchange)		2022	Construction
Bypass Railroad Bridge Utilities		2022	Design
Wingard Post Office Restoration	360	2022	Construction
Arena Road Water Tower	1620	2023	Planning
Mirage Ave Round-a-bout - design	1123	2023	Planning
RIB #6 North Wingard Property - construction		2023	
Lead and Copper Rule Implemitation		2023	Planning
Reuse to Golfcourse - Design		2023	
John King Utility Relocation - Design		2023	
Welcome Sign Upgrade		2023	Planning
Benjamin Sewer Project (Phase 1)		2023	Planning
E Redstone to Okaloosa Ln Improvments		2023	Planning
Water/Wastewater/Reuse Master Plan		2024	Planning
Reuse to Golfcourse - construcion		2024	
Rib #7 - Design		2024	
Rib#7- Construction (FY 2024)		2024	
Septage Receiving Station - Design/Construction		2025	
GIS Mapping of current			
Diposal Master Plan			
Water Distribution Master Plan			

Fund Source	General Fund	Utility Fund	CRA	Bond Proceeds
Secured Funds	\$ 10,411,464	\$ 2,533,723	\$ 911,004	\$ 6,557,785
Estimated Cost				
\$ 5,100,000				
\$ -				
\$ 300,000				
\$ 72,600	\$ 96,738.00			
\$ 2,646,000				
\$ 234,885		\$ 234,885.14		
\$ 373,590			\$ 123,590.00	
\$ 997,000				
\$ 1,307,996				
\$ 857,940				\$ 857,940.00
\$ 1,342,060				\$ 1,342,060.00
\$ 108,660				
\$ 3,810,000				
\$ 148,900				
\$ 800,000				
\$ 240,500		\$ 240,500.00		
\$ 900,000				
\$ 1,250,000				
\$ 600,000				
\$ 275,000				
\$ 150,000				
\$ 1				
\$ 1,250,000				
\$ 141,528	\$ 150,000.00			
\$ 2,750,000				
\$ 201,230				
\$ 3,100,000				
\$ 100,000				
\$ 120,000				
\$ 500,000				
\$ 200,000				
\$ 600,000				
\$ 395,000				
\$ 1,100,000				
\$ 600,000				
\$ 5,500,000				
\$ 1,050,000				

\$ 39,122,890				
Total Fund Sum	\$ 246,738.00	\$ 475,385.14	\$ 123,590.00	\$ 2,200,000.00
Remaing Fund Balance	\$ 10,164,726.00	\$ 2,058,337.86	\$ 787,414.00	\$ 4,357,785.00

[illegible]

\$ 800,000.00	\$ 5,423,000.00	\$ 5,850,000.00	
\$ -	\$ 2,377,000.00	\$ (2,100,000.00)	



A.R.P.A.	1/2 Cent 2022	1/2 Cent 2023	1/2 Cent 2024
\$ 3,873,610	\$ 2,641,617	\$ 3,308,115	
\$ 2,646,000.00			
	\$ 197,000.00		
	\$ 951,379.07		
	\$ 108,660.00		
	\$ 2,810,000.00		
		\$ 395,400.00	

\$ 2,646,000.00	\$ 4,067,039.07	\$ 395,400.00	
\$ 1,227,610.00	\$ (1,425,422.07)	\$ 2,912,715.00	



[illegible]

[illegible]

\$ -		\$ 300,000.00
\$ 484,584.06		\$ 1,154,371.24

[illegible]

\$ 1.00	\$ -	\$ -	\$ 275,000.00
\$ 308,827.25	\$ 37,006.01	\$ -	\$ 375,115.00



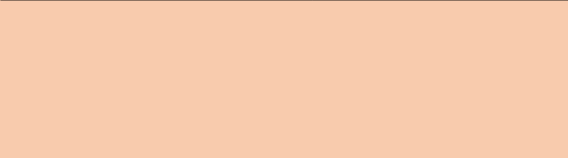
[illegible]

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Allocated Funds	Remaining Costs
\$ 4,473,000.00	\$ (627,000.00)
\$ -	\$ -
\$ 300,000.00	\$ -
\$ 96,738.00	\$ 24,138.00
\$ 2,646,000.00	\$ -
\$ 234,885.14	\$ -
\$ 373,590.00	\$ -
\$ 997,000.00	\$ -
\$ 1,646,949.07	\$ 338,953.07
\$ 857,940.00	\$ -
\$ 1,342,060.00	\$ -
\$ 108,660.00	\$ -
\$ 3,810,000.00	\$ -
\$ 150,000.00	\$ 1,100.00
\$ 800,000.00	\$ -
\$ 240,500.00	\$ -
\$ -	\$ (900,000.00)
\$ -	\$ (1,250,000.00)
\$ -	\$ (600,000.00)
\$ 275,000.00	\$ -
\$ -	\$ (150,000.00)
\$ -	\$ (1.00)
\$ -	\$ (1,250,000.00)
\$ 150,000.00	\$ 8,472.00
\$ 2,750,000.00	\$ -
\$ -	\$ (201,230.00)
\$ 3,100,000.00	\$ -
\$ -	\$ (100,000.00)
\$ -	\$ (120,000.00)
\$ -	\$ (500,000.00)
\$ -	\$ (200,000.00)
\$ 1.00	\$ (599,999.00)
\$ 395,400.00	\$ 400.00
\$ -	\$ -
\$ -	\$ (1,100,000.00)
\$ -	\$ (600,000.00)
\$ -	\$ (5,500,000.00)
\$ -	\$ (1,050,000.00)
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -



[illegible]

[illegible]

\$ -	\$ -	\$ -	\$ 338,438.00
\$ -	\$ -	\$ -	\$ (338,438.00)

Capital Project Funding Sources

[illegible]

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

[illegible]

\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

[illegible]

[illegible]

\$ -	\$ -
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\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

[illegible]

Project Name	Project #	Fiscal Year	Status
WWTP Bio-Solids Handling	1970	2020	Construction
Blackwater Golf Club	?	2021	Construction
Foxwood County Water to City Water System	311	2021	Design
Animal Control	710	2022	Construction
Anitoch Elevated Water Tank	1615	2022	Construction
Arena Road Utility Relocation	1616	2022	Construction
Blackwater Master Lift Station	1711	2022	Construction
Bush House Improvements	355	2022	Construction
Bypass Railroad Bridge Utilities	?	2022	Design
Crestview Commons Hospital Dr. Improvements	1124	2022	Design
Fire Training Tower	805	2022	Construction
Foxwood Estates Septic to Sewer	1709	2022	Design
Garden St and Hwy 85 Traffic Signal	1115	2022	Design
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Benjamin Sewer Project (Phase 1)		2023	Planning
E Redstone to Okaloosa Ln Improvments		2023	Planning
John King Utility Relocation - Design	?	2023	
Lead and Copper Rule Implemitation	?	2023	Planning
Mirage Ave Round-a-bout - design	1123	2023	Planning
Reuse to Golfcourse - Design	?	2023	
RIB #6 North Wingard Property - construction	?	2023	
Welcome Sign Upgrade		2023	Planning
Reuse to Golfcourse - construcion	?	2024	
Rib #7 - Design	?	2024	
Rib#7- Construction (FY 2024)	?	2024	
Water/Wastewater/Reuse Master Plan	?	2024	Planning
Septage Receiving Station - Design/Construction	?	2025	
Diposal Master Plan	?		
GIS Mapping of current	?		
Water Distribution Master Plan	?		

Fund Source	General Fund	Utility Fund	CRA	Bond Proceeds
Secured Funds	\$ 10,411,464	\$ 2,533,723	\$ 911,004	\$ 6,557,785
Estimated Cost				
\$ 5,100,000				
\$ -				
\$ 300,000				
\$ 72,600	\$ 96,738.00			
\$ 2,646,000				
\$ 234,885		\$ 234,885.14		
\$ 857,940				\$ 857,940.00
\$ 373,590			\$ 123,590.00	
\$ 1,250,000				
\$ 997,000				
\$ 1,307,996				
\$ 1,342,060				\$ 1,342,060.00
\$ 108,660				
\$ 3,810,000				
\$ 150,000				
\$ 1				
\$ 1,250,000				
\$ 650,000				
\$ 148,900				
\$ 240,500		\$ 240,500.00		
\$ 900,000				
\$ 275,000				
\$ 600,000				
\$ 150,000	\$ 150,000.00			
\$ 2,750,000				
\$ 600,000				
\$ 395,000				
\$ 500,000				
\$ 100,000				
\$ 201,230				
\$ 120,000				
\$ 3,100,000				
\$ 200,000	\$ 200,000.00			
\$ 1,100,000				
\$ 600,000				
\$ 5,500,000				
\$ 1,050,000				

\$ 38,981,362				
Total Fund Sum	\$ 446,738.00	\$ 475,385.14	\$ 123,590.00	\$ 2,200,000.00
Remaing Fund Balance	\$ 9,964,726.00	\$ 2,058,337.86	\$ 787,414.00	\$ 4,357,785.00

[illegible]

\$ 800,000.00	\$ 5,273,000.00	\$ 5,850,000.00	
\$ -	\$ 2,527,000.00	\$ (2,100,000.00)	



Capital F

[illegible]

\$ 2,646,000.00	\$ 4,067,039.07	\$ 395,400.00	
\$ 1,227,610.00	\$ (1,425,422.07)	\$ 2,912,715.00	



Project Funding Sources

[illegible]

[illegible]

\$ -		\$ 300,000.00
\$ 484,584.06		\$ 1,154,371.24



[illegible]

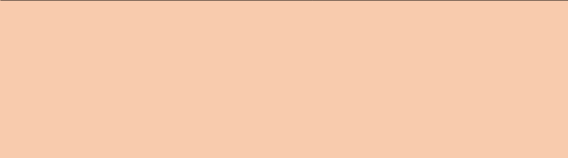
\$ 1.00	\$ -	\$ -	\$ 275,000.00
\$ 308,827.25	\$ 37,006.01	\$ -	\$ 375,115.00



[illegible]

Total Allocated Funds	Remaining Costs
\$ 4,473,000.00	\$ (627,000.00)
\$ -	\$ -
\$ 300,000.00	\$ -
\$ 96,738.00	\$ 24,138.00
\$ 2,646,000.00	\$ -
\$ 234,885.14	\$ -
\$ 857,940.00	\$ -
\$ 373,590.00	\$ -
\$ -	\$ (1,250,000.00)
\$ 997,000.00	\$ -
\$ 1,646,572.07	\$ 338,576.07
\$ 1,342,060.00	\$ -
\$ 108,660.00	\$ -
\$ 3,810,000.00	\$ -
\$ -	\$ (150,000.00)
\$ -	\$ (1.00)
\$ -	\$ (1,250,000.00)
\$ 650,000.00	\$ -
\$ 150,000.00	\$ 1,100.00
\$ 240,500.00	\$ -
\$ -	\$ (900,000.00)
\$ 275,000.00	\$ -
\$ -	\$ (600,000.00)
\$ 150,000.00	\$ -
\$ 2,750,000.00	\$ -
\$ 1.00	\$ (599,999.00)
\$ 395,400.00	\$ 400.00
\$ -	\$ (500,000.00)
\$ -	\$ (100,000.00)
\$ -	\$ (201,230.00)
\$ -	\$ (120,000.00)
\$ 3,100,000.00	\$ -
\$ 200,000.00	\$ -
\$ -	\$ (1,100,000.00)
\$ -	\$ (600,000.00)
\$ -	\$ (5,500,000.00)
\$ -	\$ -
\$ -	\$ (1,050,000.00)
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -



FIRE TRAINING TOWER - 0805

PO #	Item Description
212807	Seaside Engineering
212825	Baker Land Clearing (Clearing)
212968	L.N Curtis & Sons Building
212971	Baker Land Clearing (Site Work)
220509	NOVA
222124	Seaside Engineering
222111	Baker Land Clearing (Build Pond)
222137	Crestview Ready Rent
222234	National Const. Rentals
222263	Connex Movers Container
222265	Baker Land Clearing (Unload Trucks)
Open PO	Trail Cameras Secutiry
222305	Privacy Fence
223138	BEAR General Contractor (Foundation/Building)
222536	Seaside Engineering (Task Order 5)
230156	BEAR General Contractor (Sitework) and P&P Bond Change Order
FPO 2205	Fire Facilites Insulation
230217	Replace damaged floor panels part# 352309
230549	Connex Movers Container 40'
230156	CO 130' curb
230791	Replace damaged shutter

Total Spent

		Budget Ammount	Total Expendatures
Ammount		Paid (Y/N)	
\$	7,500.00	Yes	\$ 1,307,996.00
\$	14,400.00	Yes	\$ 1,613,297.64
\$	412,044.93	Yes	Ammended Budget
\$	7,500.00	Yes	1/2 Cent Additional Fund
\$	2,300.00	Yes	Remaining Budget with Additions
\$	9,075.00	Yes	
\$	4,500.00	Yes	
\$	850.00	Yes	
\$	4,802.00	Yes	
\$	1,425.00	Yes	
\$	2,000.00	Yes	
\$	372.14	Yes	
\$	7,115.00	Yes	
\$	563,590.00	No	
\$	2,500.00	Yes	
\$	558,053.00	No	
\$	7,386.78	Yes	
\$	1,612.27	Yes	
\$	621.00	Yes	
\$	5,079.80	No	
\$	570.72	No	
\$	1,613,297.64		

Remaining Budget	% of Budget Used
\$ (305,301.64)	123%
\$ 338,953.07	% of Ammended Budget
\$ 33,651.43	98%

[illegible]

[illegible]

Remaing Budget		% of Budget Used
\$	1,372.00	99%
\$	1,372.00	

TDC Brooklyn		
Total Budget	Total Expenditures	Remaining Budget
\$ 275,000.00	\$ 34,500.00	\$ 240,500.00

Transaction	Date	Vendor name
PO # 223043	8/5/2022	SEAS
PO # 223044	8/5/2022	DAG Architecture

	Total
--	-------

neade Park Improve	

Amount	
\$	14,500.00
\$	20,000.00

\$	34,500.00

ements Expenditure Tracking
FY 2022 Budget - 245,000
FY 2023 Budget - 30,000

Description
SEAS Task Order 0008 - Surveys
DAG - Task Order 2022-1 Master Plan and conceptual design

001-2773-571-3103 for 1st 25k
3400 to cover remaining balance

[illegible]

[illegible]

Remaing Budget		% of Budget Used
\$	539,130.00	10%
\$	539,130.00	

[illegible]

		Budget Ammount	Total Expendatures
			\$ 61,900.00
Ammount	Paid (Y/N)	Ammended Budget	
\$ 61,900.00	No		Remaining Budget with Additions
\$ 61,900.00			

Remaining Budget	% of Budget Used
\$ (61,900.00)	#DIV/0!
	% of Ammended Budget
\$ (61,900.00)	#DIV/0!

[illegible]

		Budget Ammount	Total Expendatures
			\$ 120,350.00
Ammount	Paid (Y/N)	Ammended Budget	
\$ 120,350.00	No		Remaining Budget with Additions
\$ 120,350.00			

Remaining Budget	% of Budget Used
\$ (120,350.00)	#DIV/0!
	% of Ammended Budget
\$ (120,350.00)	#DIV/0!

[illegible]

		Budget Ammount	Total Expendatures
			\$ 108,660.00
Ammount	Paid (Y/N)	Ammended Budget	
\$ 108,660.00	No		Remaining Budget with Additions
\$ 108,660.00			

Remaining Budget	% of Budget Used
\$ (108,660.00)	#DIV/0!
	% of Ammended Budget
\$ (108,660.00)	#DIV/0!

[illegible]

[illegible]

Remaining Budget	% of Budget Used
\$ 3,417,500.00	10%
	% of Ammended Budget
\$ 3,417,500.00	#DIV/0!

Brookmeade Park (Skatepark & RC Track)**City of Crestview**

198 N Wilson St

Crestview, FL, 32536

Date: 12/15/2022

Reimbursement Request #1

Project: Brookmeade Park (Skatepark and RC Track)

Purchase Order	Transaction Date	Vendor name		Amount	Description
PO # 223043	10/27/2022	Seaside Engineering And Surveying, LLC	\$	14,500.00	SEAS Task Order 0008 - Surveys
		Total	\$	14,500.00	

[illegible]

		Budget Ammount	Total Expendatures
			\$ -
Ammount	Paid (Y/N)	Ammended Budget	
			Remaining Budget with Additions
\$	-		

Remaining Budget	% of Budget Used
\$ -	#DIV/0!
	% of Ammended Budget
\$ -	#DIV/0!

City of Crestview

Brief Overview of Capital Projects and Project Management



Technical Services We Provide

Project
Administration

Capital Project
Management

Capital Financing

Tracking Budgets

Contract and Grant
Management

Legislative Local
Funding Requests

Local Government
Procurement

Advertisement and
Awarding of Bids

Permit Management

Coordinate
Engineer/Architecture
Services

7 Steps to a Successful Project

1. Concept

- Define goals and objectives to create a clear, desired outcome and conceptual design.

2. Scope

- Detailed outline of all project aspects, including all related activities, timelines, deliverables, and project boundaries

3. Budgeting

- Determine the total amount of money that is allocated for the project to use

4. Planning

- Create documentation containing all vital project information, including necessary tasks, task owners and a way to implement the project plan

5. Scheduling

- Comprehensive process that outlines the project phases, tasks under each stage, and dependencies

6. Tracking

- Compare actual to planned progress and identify issues that may prevent the project from staying on schedule and within budget

7. Close-out

- Finalize all project activities completed across all phases of the project to formally close the project and transfer the completed or cancelled project as appropriate

Wrike Project Management Software

Wrike is an easy-to-use tool for streamlining the internal project management and collaboration processes between team members

Task Management
(Currently tracking
over 600 active
tasks)

Organized File
Management

Facilitate Team
Collaboration and File
Sharing

Track Project
Progress

Time Management
of Contract
Renewals and
Grants

Data Visualization
and Reporting

Project Risk
Management

Fluid Software
Integration

Budget and
Expense Tracking

Wrike Project Management Software

[Wrike Weekly Project Task Status Report](#)

[Wrike Active Project Funding Sources](#)

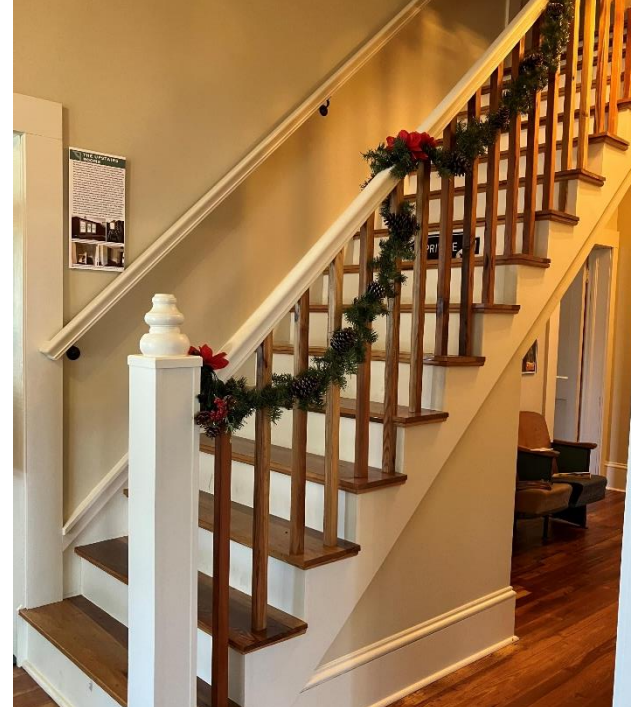
[Capital Project Funding Sources List](#)

[Fire Training Tower Expenditure Tracking](#)

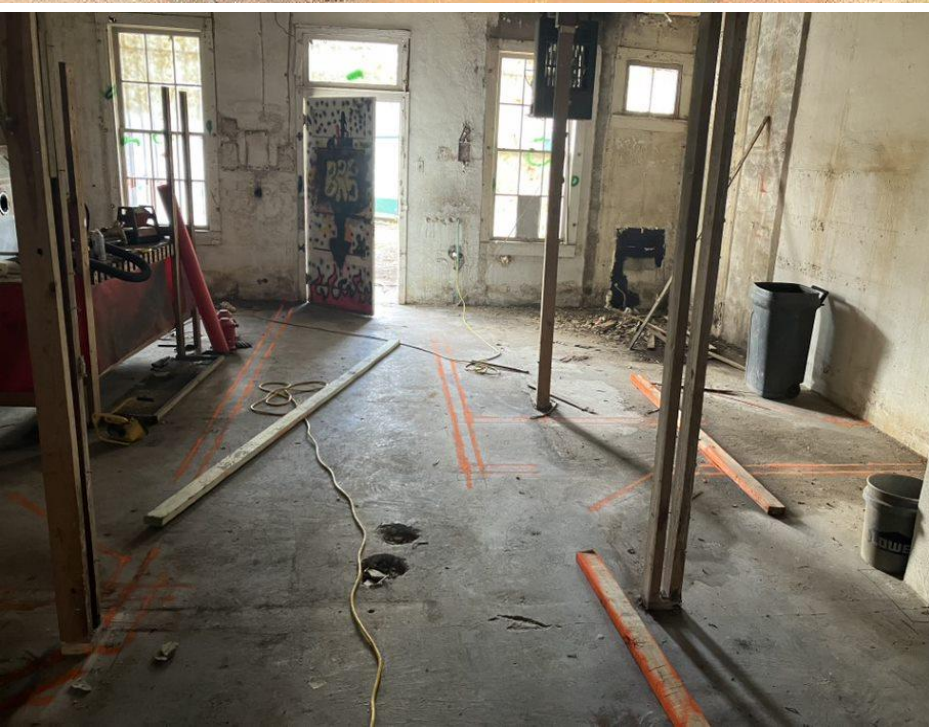




Fire Training Tower



Historic Bush House



Main Street Post Office Restoration

Brookmeade Park Improvements

PROJECT SUMMARY:

The Project is located at the Brookmeade Park in City of Crestview, Florida. It will be new Sports Center with Restrooms, Office space, Covered RC Track, RV Parking, and New parking lot.

- ❑ ADA HANDICAP ACCESS SIDEWALKS AND RAMPS
- ❑ NEW RESTROOM FACILITIES – 1,320 GSF
- ❑ NEW OFFICE/RETAIL – 2,400 GSF
- ❑ NEW VIEWING/ PICKNICK DECK
- ❑ NEW COVERED ROOF OVER EXISTING REMOTE CONTROLLED RACETRACK
- ❑ NEW COVERED RAISED REMOTE-CONTROL STATIONS
- ❑ NEW COVERED PIT AREA WITH 18 SPACES
- ❑ 2 NEW 8'X40' SHIPPING CONTAINER STORAGE
- ❑ 146 NEW 10' X 20' PARKING SPACES
- ❑ 11 NEW 12' x 45' TRAILER SPACES
- ❑ 11 NEW RV PARK TYPE SPACES WITH GRILL, POWER & WATER,
- ❑ 3 NEW FOOD TRUCK SPACES



Brookmeade Park Improvements



Brookmeade Park Improvements



CONCEPT DEVELOPMENT
DAG Architects Inc.
50 A.L. DODGE AVENUE, SUITE 100, WILLOWDALE, ONTARIO M2H 1C1

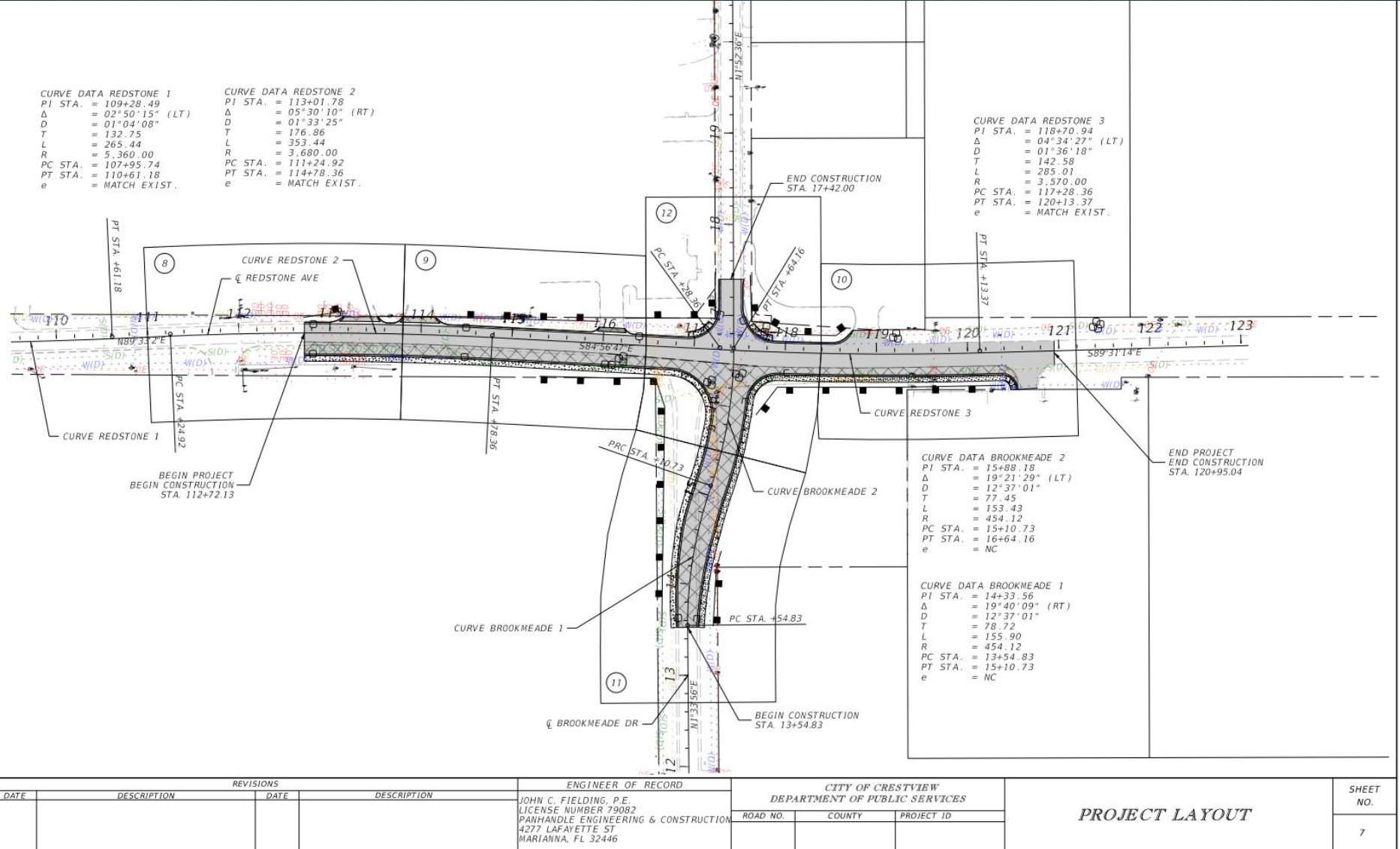
City of Crestview – Brookmeade Park Improvements

NORTH VIEW 9

Redstone Ave at Brookmeade Dr Intersection Realignment



Redstone Ave at Brookmeade Dr Intersection Realignment



Redstone Ave at Brookmeade Dr Intersection Realignment

