



CITY OF
CRESTVIEW
CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA
April 10, 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. Pastor Brian Walton of Community of Christ Church
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. Purchase of New Patrol Vehicles
 - 6.2. Digital Forensic Workstation Purchase
 - 6.3. WWTP Solids Handling Project Change Order #1 Re-Executed
 - 6.4. Task Order 2020-02 Biosolids Improvements Amendment 1
 - 6.5. Approval of minutes from March 27, 2023
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 1918 - Amendment to the Code of Ordinances Chapter 38 - Property Maintenance and Housing Standards
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1929 Repeal & Replace Chapter 32 Fair Housing to establish SHIP program
 - 8.2. Ordinance 1922 - Richburg Lane Annexation
 - 8.3. Ordinance 1923 - Richburg Lane Comp Plan Amendment
 - 8.4. Ordinance 1924 - Richburg Lane Rezoning

- 8.5. Ordinance 1925 - Richburg Lane and Third Avenue Annexation
- 8.6. Ordinance 1926 - Richburg Lane and Third Avenue Comp Plan Amendment
- 8.7. Ordinance 1927 - Richburg Lane and Third Avenue Rezoning
- 9. Resolutions**
- 10. Action Items**
- 11. City Clerk Report**
- 12. City Manager Report**
- 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: April 10, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief, Brian McCallum, Major, Brian McCallum
DATE: 4/5/2023
SUBJECT: Purchase of New Patrol Vehicles

BACKGROUND:

The Police Department recently swore in 4 new police officers. The department has four spare "pool cars" that are mechanically sound and can be used as backup vehicles.

Due to demand and low supply, patrol-rated vehicles have become difficult to locate. Duval Ford is a distributor that supplies patrol vehicles to agencies at a cost consistent with the Bradford County Sheriff's Office vehicle contract price. Duval Ford obtained approximately 80 Chevrolet Tahoes that were being built in the Texas plant, 8 of which were reserved for Crestview. The Tahoes are expected to be delivered to Duval Ford within the month.

DISCUSSION:

The requested vehicles will allow vehicles to keep up with the growth of the department. This includes the 4 new officers as well as the 4 current police academy cadets that will be sworn in by June 2023.

Staff initially looked at adding these vehicles to the Enterprise lease program, but after evaluating their price for the vehicles and the lease interest rates, it was determined that an outright purchase was the best option.

The quoted price includes the purchase of the vehicles and the upfitting costs of the lights, sirens, and interior equipment.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The cost of the vehicles and equipment is \$480,070.28. Funds are available from the 1/2 cent sales tax.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve this expenditure.

Attachments

1. 4.4.23 Duval Ford Quote
2. tahoe spec sheet
3. BCSO-Vehicle-Contract-22-27-1.0-Duval-Ford



Crestview PD

Prepared for:

Crestview PD
Major Brian McCallum
mccallumb@crestviewpd.org
850-826-0992

Contract Holder

Duval Chevrolet
Jared Davis
(Work) 904-381-6595
jared.davis@duvalmotor.com
5203 Waterside Dr
Jacksonville, FL 32210

REV: 3/23/2023

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours. \$90/ Hr	Parts Quantity	2023 CC10706	2023 Chevrolet Tahoe PPV 2WD	\$ 46,341.20	\$ 42,174.70	Section One: VEHICLE
		OEM freight	Factory Destination	\$ 1,795.00	\$ 1,824.62	
		Exterior Paint	Summit White	\$ -	\$ -	
		L84	5.3L EcoTec V8	\$ -	\$ -	
		MHU	10-spd automatic	\$ -	\$ -	
		H1T	Jet Black cloth interior	\$ -	\$ -	
		9C1	Police Package	\$ -	\$ -	
		AMF	Remote Keyless Entry	\$ 66.00	\$ 67.09	



OrderWORKBENCH

Order Detail # BQSN2T

BAC: 309737

BFC: 1

Name: DUVAL CHEVROLET

Current as of 02/07/2023 - 01:14 PM EST

BAC Information

Contact Name JARED

Phone #

DAVIS

DAN 598

Stock No. NONE

Customer Information

Business Name:

FORT WORTH PD

505 W FELIX ST

FORT WORTH

TX

76115

Phone:

Email:

Fleet Information

Primary FAN: 803000

End-User FAN:

Bid Number:

Bid Item #:

PO #: LOI 5-5-22 TH

Model/Order Information

Model Year: 2023

Division: CHEVROLET

Distrib. Entity: FLT

Order Type: FNR - Fleet Commercial

Allocation Group: TAHOE

Model: CC10706 - Tahoe: 2WD

Request ID: BQSN1T

TPW: 03/13/2023

Requested TPW: 06/06/2022

MSRP w/DFC †: W/A

Estimated Delivery Date:

Vehicle Specifications

PEG: 1FL - Commercial / Fleet Preferred

Trim: H1T - 1WT/1FL-Cloth, Jet Black, Interior



OrderWORKBENCH

Equipment Group

Primary Color: GAZ - Summit White

Ordered Options: 5J3: Calibration, Surveillance

Mode Int. Lighting (SEO)

5LO: (SEO) Calibration, taillamp
flasher, Red/Red

9C1: Police Package

AMF: Remote Keyless Entry
Package

ATD: Seat Delete: Third Row

AY0: Airbags-frontal, front seat
side-impact and roof-rail

BCV: (SEO) Calibration, Rear

Door Auto Lock Disable

BVE: Assist Steps, Black

CJ2: Climate Control, Electronic
- Multi-zone

FE9: Federal Emissions

IOR: Chevrolet Infotainment, 7"
Color Screen

KC4: Cooler, Engine Oil

KNP: Transmission Cooling

System

N37: Steering Column, Manual

Tilt & Telescoping

R6Q: Processing Option

RNQ: Wheel, 20" Full size
spare, steel

TB4: Liftgate, Rear, manual

UD5: Parking Assist, Front &
Rear Sensors

UE1: OnStar Communication
System

USR: USB Data ports, 2 within
center console

Trim

Engine: L84 - Engine: 5.3L, EcoTec3 V-8, DI,
Dynamic Fuel Mgt, V V T

Emissions:

Transmission: MHU - Transmission, 10sp, 10L80 Gen 2

5J9: Calibration, Taillamp Flasher,
Red/White (SEO)

6J7: (SEO) Flasher System, Headlamp and
taillamp

A2X: Power Seat Adjuster (Driver's Side)

AT6: Seat, 2nd row 60/40 Bench, manual

ATH: Keyless Open & Keyless Start

AZ3: Seats: Front 40/20/40 Split-Bench,
Full Feature

BG9: Floor Covering: Rubberized Vinyl,
Black

C6C: GVW Rating 7400 Lbs

DLF: Mirrors, O/S: Power, Heated

GU5: Rear Axle: 3.23 Ratio

K34: Cruise Control

KI4: 120 Volt Electrical Receptacle, In Cab

KX4: Alternator, 250 AMP

PXT: Wheels: 20" Steel

RC1: Skid Plate

T8Z: Buckle-To-Drive

U2J: SiriusXM Satellite Radio, Delete

UDD: Driver Info Display

UK3: Radio Controls -Steering Wheel

UT7: (SEO) Ground studs, aux, cargo area
inside liftgate

UVB: Rear Vision Camera, HD

V53: Luggage rack side rails - none

VQ2: Holdback N/A, Dealer Fleet

Assistance

XCS: TIRE ALL 275/55R20 SL 113V BW
AL3 VAR1

Z56: CHASSIS PACKAGE POLICE
CONVERSION



UTJ: Theft Protection System,
Unauthorized Entry
V03: Cooling system, extra
capacity
VK3: Front License Plate
Mounting Provisions
WUA: Fascia, Front, custom
YK6: SEO Processing Option
Z82: Trailering Package

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:

Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, FL 32091
Office (904)966-6306



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

**BRADFORD COUNTY
SHERIFF'S OFFICE**

Gordon Smith
Sheriff

TITLE:		BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:		09/13/22 <i>ASL</i>
EFFECTIVE:		September 12, 2022
TERM:		FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A.	SPECIFICATIONS
	B.	PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, FL)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely to be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Name Joe Guil
Date 9/13/22

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

VENDOR (Duval Ford)

Name Richard Tackett: GM
Date 9/13/2022

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclash- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category		OEM Brand.	Ceiling % Markup	Note
	141	WheelChair	Braun	15%	
	142	WheelChair	Century	15%	
	143	WheelChair	Mobility Works	15%	
	144	WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

DUVAL FORD does:

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

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

Contract Number BCSO 22-27-1.0

Bidder's Signature


9/15/12

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the *Bradford County Telegraph*, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: 8/25 & 9/1/22 BCT.

Affiant further says that the said *Bradford County Telegraph* is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

Mary Goodge
Mary Goodge, Publisher's Assistant

STATE OF FLORIDA
COUNTY OF BRADFORD

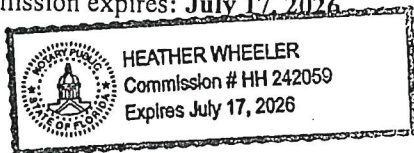
The foregoing instrument was acknowledged before me this
2nd day of September, 2022.

By: Mary Goodge who is ☒ personally known to me who did (did not) take an oath.

Heather Wheeler
Notary Public - HEATHER WHEELER

STATE OF FLORIDA
My Commission expires: July 17, 2026

SEAL



REQUEST FOR PROPOSAL

The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website: bradfordsheriff.org
8/25 21chg 9/1-BCT



Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Andrew Schneider
DATE: 4/5/2023
SUBJECT: Digital Forensic Workstation Purchase

BACKGROUND:

During the May 23, 2022, City Council Meeting, the council approved the purchase of the FRED Digital Forensic Workstation. This device is used in the forensic recovery of data from cellular phones and electronic devices used in crimes.

Council Member Cynthia Brown made the Motion for approval and was seconded by Council Member Joe Blocker. It was brought to a vote, and the Motion was carried unanimously.

A caveat within the motion limited the purchase to; "not exceed \$9,000.00" (nine-thousand dollars). It should be noted that between obtaining the quote and approval of the purchase by the May 23rd motion, there were unforeseen manufacturing delays and part shortages, which resulted in the lapsing of the quoted timeline, which required obtaining an updated quote from the vendor.

In the new quote, the equipment was sourced at \$9,849.00 with an additional shipping fee of \$167.29. The full quote was \$10,016.29 (ten-thousand, sixteen dollars, and twenty-nine cents). This is a difference of \$1,016.29 (one-thousand, sixteen dollars, and twenty-nine cents) from the scope amount in the initially approved motion of \$9,000.00.

DISCUSSION:

The Crestview Police Department seeks the approval of the council to amend the caveat in the May 23, 2022 motion, limiting the purchase of the above-described equipment with a limit of \$9,000.00 (nine-thousand dollars) and adjusting the cap to the cost of the updated quote of \$10,016.29 (ten-thousand, sixteen dollars, and twenty-nine cents) respectively.

GOALS & OBJECTIVES

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

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

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

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

As discussed in the May 23rd, 2022 council meeting and Staff Report, The Crestview Police Department received a check for \$10,800.00 (ten-thousand, eight-hundred dollars.) that was awarded for the Police Department's participation in training through the Florida Sheriff's Association. This sum would actually cover the cost of this purchase as the initial motion indicated, to include the increase in the equipment cost due to the quote price change.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the limit for purchase of the above-described equipment by adjusting the cap to the cost of the updated quote in the amount of: \$10,016.29 (ten-thousand, sixteen dollars and twenty-nine cents).

Attachments

1. May 23 2022 Staff Report
2. Updated Quote March 2023



Staff Report

CITY COUNCIL MEETING DATE: May 23, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief, Wendy Buttke, Accountant
DATE: 5/19/2022
SUBJECT: Digital Forensic Workstation Purchase

BACKGROUND:

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

DISCUSSION:

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

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

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

GOALS & OBJECTIVES

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

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

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

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

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

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

RECOMMENDED ACTION

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

Attachments

1. Digital Intelligence Quote #Q20220314-2

In response to Councilmember C. Brown on the projected time, City Manager T. Bolduc said this will be the first big project where we have taken vacant land and worked with the County to work on agreements with the landowners. The construction could begin in three years. A Public Works facility is proposed, and we are also looking at an additional fire station. He noted the training tower location and moving Station #1 to the location.

City Manager Tim Bolduc asked for consensus from the Council, and the Council concurred with the need for the connector roads.

10.3. LED Street Light Conversion

Chance Leavins came forward along with Cory Winkler, Paul Lewis, and Heather Sutton of the LEAD team. C. Leavins presented the details of the conversion to LED lighting in the Rolling Ridge Subdivision along with the consultation with Florida Power. He mentioned the savings should be \$100 per light bill. Captain Winkler went over the details and thanked Mr. Steele for his assistance. He added from a safety perspective the Wal-Mart Road intersection will improve the lighting in the area.

In response to Councilmember J. Blocker on the projected cost, Cory Winkler replied it will not cost the City anything, and City Manager Tim Bolduc said FPL will pay for the installation.

Councilmember A. Rencich said he would like to request all the subdivisions be changed in the future, and Heather Sutton said the total cost is \$2,000. C. Leavins added we are working on performing an audit. In response to Councilmember D. Capps on whether the LED lights would go into new subdivisions, C. Winkler replied they will initially be installed. Councilmember C. Brown said the public private partnership is a good thing.

In response to Mayor JB Whitten on the light impact, C. Leavins replied the intent is that the overall lumens will be less abrasive to vision.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to approve this agreement and allow the City Manager to approve subsequent agreements in the replacement of all streetlights to LED lights.

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

10.4. Digital Forensic Workstation Purchase

The next group of LEAD team members to come forward were Wendy Butzke and Nick Schwendt. N. Schwendt went over the details stating we partner with the Sheriff's department currently. This purchase will increase efficiency. The police department will receive \$10,800 from the Sheriff's Association which will include training. A budget amendment will come at the next budget meeting.

Councilmember A. Rencich mentioned the cost and an annual maintenance fee, and N. Schwendt said the licensing will be transferred. He added fault tolerance and redundancy will improve and is a major factor in the value.

City Manager Tim Bolduc said we are choosing to apply funding toward this purchase.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve the purchase of the FRED Forensic Workstation, not to exceed \$9,000.

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

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

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

Date	Quote #
Mar 22, 2023	Q20230322-7

Digital Intelligence
Fed Tax ID # 39-1957034

Customer Billing
Len Steinmeier Crestview Police Department 201 Stillwell Blvd Crestview FL 32539 United States Phone - none - astone@digitalintelligence.com

Customer Shipping
Len Steinmeier Crestview Police Department 201 Stillwell Blvd Crestview FL 32539 United States Phone - none -

Item	Description	Qty	Unit Cost	Total
F11301R	FRED Forensic Workstation with 1 RAID <u>Customer selected options:</u> Motherboard Chipset: Intel® X299 Chipset Motherboard OS: [T0045] Windows 11 Pro 64 bit CPU: [T1060B] i9-10900X 10 core 3.7 GHz (4.5 Turbo), 19.25MB Cache RAM: [T2014] 64 GB PC4-21300 DDR4 2666 MHz Graphics Card - Upgrades may delay fulfillment of order due to market shortage.: [T0023] Nvidia GTX 1050Ti, 4GB, 128 bit GDDR5, 768 CUDA Cores OS Drive - Internal PCIe M.2 SSD: [T3043B] 500 GB M.2 NVMe PCIe Solid State Drive - PRO Series Drive 2 - Internal PCIe M.2 SSD: [T3069B] 500 GB M.2 NVMe PCIe Solid State Drive - PRO Series Drive 3 - Internal PCIe M.2 SSD: None Selected Drive 4 - SATA Interface: [T3077B] 500 GB SATA Solid State Drive - EVO Series Drive 5 - SATA Interface: None Selected Drive 6 - USB 3.1 Interface: [T3095] 2 TB 7200 rpm SATA Hard Drive Drive 7 - USB 3.1 Interface: None Selected Drive 8 - USB 3.1 Interface: None Selected RAID Drive Set 1: [T3127] 5 x 4 TB SATA Hard Drive - Capacity: ~16 TB configured as RAID5 NIC (Network Interface Card) Options are in addition to the on-board 1 Gigabit network ports : None Training: No Training <u>Standard features:</u> Windows 11 Professional (64 bit) [T0045] Other Operating System included: - openSUSE Tumbleweed (64 bit) System Restore Media - Bootable Blu-ray disc containing restore environment and factory configured operating system images Hardware Write Blocking: Digital Intelligence® UltraBay 4d Hardware Write-Blocker with touch screen display: - Integrated IDE Drive Write Blocker	1	\$9,849.00	\$9,849.00

- Integrated SATA Drive Write Blocker
- Integrated SAS Drive Write Blocker
- Integrated USB 3.0/2.0 Write Blocker
- Integrated FireWire IEEE 1394b Write Blocker
- Integrated PCIe Write Blocker
- Write-Block and Read/Write visibility via Lock/Unlock LEDs
- Read and write mode capabilities for all device ports controlled via front panel
- Allows simultaneous imaging of 2 attached devices

Digital Intelligence® Forensic Media Card Reader - Read-Only and Read/Write switchable

Digital Intelligence® Imaging Workshelf - Extendable/Retractable with integrated ventilation

Detailed System Specifications:

ATX Tower Case 12 x 5¼" Bays
 1200 Watt Modular power supply
 Liquid cooled CPU thermal solution
 Intel® X299 Chipset Motherboard - Workstation series
 7 PCI-Express 3.0(x16) Slots
 1 M.2 Socket 3, with M key, type 2242/2260/2280/22110 storage devices support (PCIe 3.0 x 4 mode)
 1 M.2 Socket 3, with M key, type 2242/2260/2280 storage devices support (PCIe 3.0 x 4 mode)
 8 x SATA 6Gb/s port(s)
 2 x U.2 connector
 2 RJ45 LAN ports -
 Intel® I210-AT, 1 x Gigabit LAN Controller
 Intel® I219-LM, 1 x Gigabit LAN Controller
 Realtek® ALC S1220A 7.1 Channel High Def Audio CODEC
 4 USB 2.0 ports - Back Mounted
 3 USB 3.0 ports - Front Mounted
 7 USB 3.1 Gen 1 ports - Back Mounted
 1 USB 3.1 Gen 1 Type C port - Back Mounted
 1 USB 3.1 Gen 2 ports - Back Mounted
 1 USB 3.1 Gen 2 Type C port - Back Mounted
 1 Write Blocked USB 3.0/2.0 port - Front Mounted
 1 Write Blocked FireWire 1394b port - Front Mounted
 1 Write Blocked SATA port - Front Mounted
 1 Write Blocked SAS/SATA port - Front Mounted
 1 Write Blocked IDE port - Front Mounted
 1 Write Blocked PCIe port - Front Mounted
 2 x Shock Mounted SATA Removable Hard Drive Bays
 3 x HotSwap Shock Mounted Removable Hard Drive Bays with Read Only switch
 BD-R/BD-RE/DVD+RW/CD+RW 16x Blu-ray Burner Dual-Layer Combo Drive

Single RAID Chassis Option - [T5109]

8 Channel PCIe 12 Gb/s SAS/SATA RAID Controller

Qty 1 - 5 bay Drive Chassis

103 key Keyboard and Mouse Combo - Wireless [T7703]

Toolbox containing: Adapters, Cables, Precision Electronics Tool Kit and OEM Documents

Other Software included: Symantec Ghost

Warranty: 3 years

Dimensions: 23 ¾" High, 9 ¾" Wide, 25 ¼" Deep (With Feet)
 23 ¼" High, 8 ¼" Wide, 25 ¼" Deep (Without Feet)
 Weight: 92 lbs

		Subtotal	\$9,849.00
		Shipping - UPS Ground	\$167.29
		Order Total	\$10,016.29

Standard Terms & Conditions
--

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

Thank you for your interest.

Prepared by: Digital Intelligence website [automated]



Staff Report

CITY COUNCIL MEETING DATE: April 10, 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: 4/5/2023
SUBJECT: WWTP Solids Handling Project Change Order #1 Re-Executed

BACKGROUND:

The WWTP upgrades under construction were initially bid at \$4,473,000 on May 18, 2021. This amount increased by \$566,103.68 due to SRF requirements and a delay in the start date. The City Council approved this amount on March 28, 2022. The difference between what was approved last year and the amount we are currently requesting is \$69,764.25. However, due to the timing of the first approval, which was before the contract with Sawcross being executed, Change Order #1 must be re-approved by the City Council to meet the SRF legal requirements.

DISCUSSION:

As background information, following the project's bid opening on May 18, 2021, the City elected to pursue an FDEP State Revolving Fund (SRF) Construction Loan. The Notice of Award was provided to Sawcross, Inc. on January 10, 2022, resulting in a delay of approximately 8 months. The price of materials escalated over this time; therefore, the City and Sawcross agreed to increase the contract in an amount equal to the representative material and labor cost increases in lieu of re-bidding the project. Additionally, the contract must abide by the Davis Bacon Minimum Wage Rates as well as meet the conditions of the American Iron and Steel policies to qualify for SRF funding. This change order has also included the increase in materials and labor needed to meet these requirements.

The lead time for manufacturing and shipping of materials has also increased. The construction of the new digesters is the critical path for the project. However, the influent and drain piping are required to be installed before the digester tanks can be constructed. The long lead time for the piping prevents the ability for Sawcross to complete the digesters on schedule. Additional time is being added to the schedule to allow for the material delays.

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The financial impact is an additional \$69,764.25. Change Order #1 is \$635,867.93, of which \$566,103.68 was previously approved by the City Council on March 28, 2022. The entire amount must be re-approved due to the timing of the contract execution. The funding source will be account #332-1935-535.63-00 Capital Improvements Fund Waste Water Treatment Plant.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Change Order #1 for the WWTP Solids Handling project.

Attachments

1. Change Order No. 1 Re-Issue - Signed
2. Change-Order-1_Attachments
3. Change Order 1 Solids Handling Acceptance
4. Staff Report - Change Order #1 03-28-22

SECTION 00843

CHANGE ORDER FORM

Project: **City of Crestview**
Solids Handling Improvements

CHANGE ORDER NO. 1

DATE OF ISSUANCE: February 01, 2023 CONTRACTOR: Sawcross, Inc.

EFFECTIVE DATE: _____ ENGINEER: Jacobs

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$4,473,000.00	Digester Completion: 210 Days Substantial Completion: 360 Days Ready for final payment: 420 Days days or dates
Net changes from previous Change Orders No. ___ to No. ___	Net change from previous Change Orders No. ___ to No. ___
\$ 0	0 days days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$4,473,000.00	Digester Completion: 210 Days Substantial Completion: 360 days Ready for final payment: 420 days days or dates
Net Increase of this Change Order	Net Increase of this Change Order
\$635,867.93	130 Days (Base contract) 157 (Digester schedule for a total of 367 days) days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$5,108,867.93	Digester Completion: 269 Days Substantial Completion: 490 days Ready for final payment: 550 days days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 1

- II. REQUIRED CHANGES: 1.) The contract price is to be increased in an amount equal to the material and labor cost increases since the bid opening date and time of notice of award. The contract price increase also includes labor and materials cost increases to meet SRF American Iron and Steel regulations and Davis Bacon Minimum Wage Rates.
- 2.) Addition of a new traffic rated electrical manhole in the entrance drive to protect an existing fiber optic duct bank handhole.
- 3.) Change the ductile iron pipe lining from ceramic epoxy to double lined cement and also change the dewatering building exterior drain piping from ductile iron to PVC.
- 4.) Reduction in ductile iron piping in accordance with moving the digesters 7-ft south.
- 5.) Addition of 130 Days to the contract duration.
- III. JUSTIFICATION: 1.) The contractor submitted their bid at the bid opening on May 18, 2021 and the notice of award was provided on January 10, 2022. Inflation has increased the construction costs during this time duration and the City agreed to pay the Contractor the representative increase in cost rather than re-bidding the project. Additionally, the City applied for an FDEP SRF Construction Loan for the project which requires AIS and Davis Bacon adherence.
- 2.) The fiber optic handhole was found after start of construction to be in the way of the New access drive modifications.
- 3.) Manufacturer lead times for ceramic epoxy lined ductile iron are an additional 3-4 months which would have resulted in delays to constructing the digesters. Additionally the lead time for receiving the ductile iron pipe for the building drains would have delayed the building completion.
- 4.) Tank manufacturer needed additional clearance between the new tanks and property line.
- 5.) The construction schedule has been impacted by delays in materials and equipment manufacturing and delivery.
- IV. PAYMENT: This change order will result in an increase of \$635,867.93 to the total contract amount.
-

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: Sawcross, Inc.

Change(s) Ordered by: NA

RECOMMENDED BY:

Kevin Waddell - Jacobs
(Engineer)

By: Kevin Waddell 02/01/2023
(Authorized Signature) (Date)

Project Manager
(Title)

APPROVED BY:

City of Crestview, Florida
(Owner)

By: _____
(Authorized Signature) (Date)

ACCEPTED BY:

Justin Hanson - Sawcross
(Contractor)

Justin Hanson 2-6-2023
(Authorized Signature) (Date)

Project Manager
(Title)

END OF SECTION

ATTACHMENT #01

CHANGE ORDER NO. 1
COST TABLE

Change Order No. 1		
Item	Description	Cost Change
1	Bid Price Escalation	\$ 448,605.29
2	Davis Bacon and AIS	\$ 117,498.39
Change Order #1 Accepted 3/28/22		\$ 566,103.68
3	Ductile Iron Pipe Lining	\$ (28,619.25)
4	Traffic Rated Manhole	\$ 4,410.60
5	Buildihg Drain	\$ (3,279.60)
6	Digester Relocation	\$ (1,187.50)
7	Electrical Bid Escalation	\$ 98,440.00
Change Order #1 Addition		\$ 69,764.25
Base Bid Price		\$ 4,473,000.00
Change Order #1 Total Amount		\$ 635,867.93
Revised Contract Price		\$ 5,108,867.93

ATTACHMENT #02

BID ESCALATION
(NOTICE OF PROCEED DELAY)

Subcontractor - Supplier	Price at Bid	Updated Price	Increase	Comments
The Eshelman Company - Equipment	\$397,981.00	\$455,771.00	\$57,790.00	Can save 8% increase if ordered before 1/17/22
C2i - Instrumentation and Controls	\$50,000.00	\$51,000.00	\$1,000.00	
Light Moon, LLC - Concrete Sub	\$289,900.00	\$304,500.00	\$14,600.00	Can save 11% increase if ordered before 1/9/22
Cardinal Building Systems - Metal Building sub	\$271,675.00	\$376,603.00	\$104,928.00	
Aqua-Aerobic Systems, Inc. - Equipment	\$73,000.00	\$75,723.00	\$2,723.00	
Eco-Tech - Alfa Laval BFP	\$399,000.00	\$422,940.00	\$23,940.00	
Hill Dock & Door - Cornell Cookson Overhead Doors	\$39,208.00	\$59,607.28	\$20,399.28	
Crom - (2) 250,000-Gal Digester Tanks	\$589,000.00	\$657,600.00	\$68,600.00	
Moody's Electric, Inc. - Electrical Sub	\$666,190.00	\$697,102.00	\$30,912.00	
Markair - Supply & Exhaust Fans	\$13,340.00	\$15,662.00	\$2,322.00	
Stan Weaver - Electric Heaters and Air Distribution	\$7,320.00	\$8,425.00	\$1,105.00	
Dothan Commercial Door	\$8,267.00	\$8,602.00	\$335.00	
RFE Construction	\$58,676.25	\$66,115.25	\$7,439.00	
General conditions and labor increases	\$334,000.00	\$364,060.00	\$30,060.00	
Pipe, valves and fittings	\$249,653.00	\$272,122.00	\$22,469.00	
Subtotal			\$388,622.28	
Sales Tax on Materials Only 7.00%			\$15,162.84	
Subtotal			\$403,785.12	
Overhead and Profit			\$40,378.51	
Subtotal			\$444,163.63	
Bond			\$4,441.64	
Total Escalation Increase			\$448,605.27	

\$422,010.⁰⁰



December 10, 2021

Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226

Attention: Mr. Justin Hanson

Subject: Crestview, FL WWTP Project
Updated Pricing Breakdown for Purchase Orders

Dear Justin:

We appreciate your patience since our exchange on December 3, when we asked all the various manufacturers involved in the Crestview project to update their quoted prices. As you might imagine, the manufacturers that involve stainless steel and/or motors were the most vulnerable to increase, but it seems that almost everyone incurred some additional cost. Prominent has proved to be the exception, and held their originally-quoted price.

The Eshelman Company, Inc. is also firmly committed to helping this job move forward, and we made the decision not to increase our prices at all. The revised numbers outlined herein represent only the increases imposed by the respective manufacturers due to ever-changing costs, and do not include one additional penny of markup by our office.

Here is a summary of what has changed since our discussions with Keidi back in July:

Penn Valley Pump Company sludge pumps:	\$10,947.00
Revere Controls panel for sludge pumps:	\$192.00
Aquashield aluminum enclosures for sludge pumps:	\$5,336.00
Jim Myers & Sons dewatered sludge conveyor:	\$7,554.00
TOTAL INCREASE FOR ALL EQUIPMENT:	\$24,029.00

This is the amount of increase since we quoted this job originally. And once again, I would iterate that in our effort to be as fair to the City of Crestview as possible, we have not added any markup to these numbers - they are exactly what was quoted to us in response to our 12/3 inquiry.

Total pricing for the equipment package we offered is now **\$422,010.00**, including motor freight to the nearest accessible curb stop on the job site, as well as field startup assistance as outlined in the various Proposals we provided prior to the bidding. Reflecting these changes as noted above, we would request that the Sawcross purchase orders for the various equipment items offered on this project be broken down as follows:

To: **Penn Valley Pump Company, Inc.**
998 Easton Road
Warrington, PA 18976
Attention: Mr. Preston Campbell

- Two (2) Biosolids Feed Pumps with accessories, per Eshelman's 5/10/21 Proposal
- Two (2) Intermediate Sludge Transfer Pumps with accessories, all per Eshelman's 5/10/21 Proposal

Total Price, FOB Factory, Freight Allowed: \$151,028.00

To: **Aqua Products, Inc.**
4121 Warehouse Lane
Pensacola, FL 32505
Attention: Mr. Ronnie Jones

- Polymer blending/feed system with booster pump, spares, and control panel, all per the ProMinent Proposal No. 3021102825, dated May 4, 2021

Total Price, FOB Factory, Freight Allowed: \$45,900.00

To: **Jim Myers & Sons, Inc.**
5120 Westinghouse Boulevard
Charlotte, NC 28273
Attention: Mr. Greg Hyde

- One (1) dewatered sludge load-out conveyor with supports, drive, spare parts, and local control panel, all per Jim Myers & Sons Proposal dated May 14, 2021

Total Price, FOB Factory, Freight Allowed: \$121,409.00

To: **The Eshelman Company, Inc.**
1131 Greenwood Crossings Court
Bessemer, AL 35022
Attention: Ed Moore

- Lot, 316 hooked anchor bolts for four (4) Penn Valley Pumps

Mr. Justin Hanson
December 10, 2021
Page 3 of 3

- four (4) Aqua Shield aluminum covers with anchor bolts
- One (1) Intermediate Sludge Transfer Pump control panel

Total Price, FOB Factory, Freight Allowed: \$103,673.00

Prices may be considered firm through the end of 2021, but we have been advised unilaterally that pending price increases for 2022 will most likely be imposed if we don't have some form of firm commitment or a purchase to the respective manufacturers before the new year. Submittal data for all equipment will be initiated with the various manufacturers upon receipt of either your letter of intent, or the individual purchase orders. If you will send purchase orders directly to our office, we will distribute them to each manufacturer with the necessary supporting documentation.

We provided the contact information for our company to Keidi back during our original discussions, but here it is again, if you should need it for any reason:

Shipping: The Eshelman Company, Inc.
1131 Greenwood Crossings Court
Bessemer, AL 35022

Mailing: P. O. Box 361984
Birmingham, AL 35236

Contact: 205-424-7570 (office)
800-366-4382 (toll free)
205-335-4196 (my cell)
ed@eshelmancompany.com

Thank you again for allowing us the opportunity to be of input on this project. Should you have any questions concerning the equipment offered, or if we may be of service in any way, please do not hesitate to contact our office immediately. We look forward to working with you!

Regards,

The Eshelman Company, Inc.



Ed Moore

Enclosures



Penn Valley Pump Co., Inc.

998 Easton Road • Warrington, PA 18976

Ph: 215-343-8750 • Fax: 215-343-8753

www.pennvalleypump.com

December 27, 2021

Re: Price Increase Effective January 17, 2022

To Our Valued Customers,

We continue to face many challenges during this inflationary period. We work diligently to control our production costs, however we have seen continued upward pressures on materials, manufacturing, and transportation costs throughout the year.

Therefore, we will be issuing a price increase of 8% to apply across the board (new equipment, spare parts and exchange/upgrades) effective January 17, 2022.

Spare parts orders quoted and entered before January 17, will be honored at current pricing. New equipment orders will be honored at the current pricing as long as it has been quoted within the last 60 days.

We appreciate your business and continued support!

Sincerely,
PENN VALLEY PUMP COMPANY, INC.

Preston Campbell
Vice President – Sales

Cc: File

Danny Jenkins

From: Ed Moore <ed@eshelmancompany.com>
Sent: Tuesday, May 18, 2021 11:00 AM
To: Danny Jenkins
Subject: Crestview, FL WWTP - bid pricing for equipment

Importance: High

Good morning, Danny.

As promised, we have our equipment pricing together for the subject project. We offer our equipment as follows:

- Two (2) Penn Valley Biosolids Feed Pumps, with aluminum enclosures
- Two (2) Penn Valley Sludge Transfer Pumps with aluminum enclosures and local control panel described
- One (1) Prominent polymer mixing/feed system
- One (1) Jim Myers & Sons sludge loadout conveyor with supports and local control station

Total price, FOB Factory, Freight Allowed: \$397,981.00

This package is intended to fit nicely with either belt press pricing you decide to consider. Note that we are not including any of the belt press controls, motor control centers, etc... that may be required - only the items specifically listed in the Eshelman, Prominent, or Jim Myers & Sons Proposals.

Pricing includes motor freight to the nearest accessible curb stop, as well as field startup assistance as outlined in the respective Proposals. Unloading, handling, or field installation of any equipment is not included and must be provided by others. Please be sure you have taken a look at the installation video for the aluminum enclosures referenced in the Eshelman Proposal, so that you have a good idea of what will be required for on-site assembly of the same. Sales and use taxes are NOT included, and must be provided by others. Terms of sale are net 30 days from the date of shipment.

Good luck today. Feel free to call me at the office or on my cell (205-335-4196) with any questions, or if we may be of service in any way.

Best Regards,

Ed Moore, P.E.
The Eshelman Company, Inc.
P. O. Box 361984
Birmingham, AL 35236
Office: 205-424-7570
Fax: 205-424-7570
Toll Free: 800-366-4382
Email: ed@eshelmancompany.com

Celebrating 90 years of service in 2017!



JIM MYERS & SONS, INC.

P.O. Box 38778, Charlotte, North Carolina 28278

Phone: 704-554-8397, Fax: 704-554-9113, www.jmsequipment.com

May 14, 2021

Through Eshelman Company

To: Bidding Contractors
 Subject: Crestview FL
 WWTP Solids Handling Improvements
 Specifications: 44 46 13.02 Screw Conveyor System
 Bid Date: 05/18/21
 Addendum: 2
 Scope Revisions: 1

Dear Bidding Contractors,

Jim Myers & Sons, Inc. (JMS Equipment) is pleased to provide the following quotation based on the plans & specifications:

44 46 13.02 Shaftless Screw System

- Item # 1 One (1) 40-CONV-30-1 Conveyor, 12" Shaftless x ± 36' long, inclined.
- Trough, shaftless 10 ga., T-304 U-trough, drain & stiffeners as required.
 - Covers, 12 ga. T-304 bolted.
 - Chutes, inlets, & discharges, 10 ga., T-304 as required.
 - Liners, UHMW PE, 1/2" preformed, two color.
 - Spiral, 200-220 Brinnell HTMAS dual.
 - Fasteners & Hardware, T-316ss.
 - Supports, T 304ss, plates and shapes.
- Drive System:**
- SEW Eurodrive AGMA Class II service FA shaft mounted gearbox
 - Drive shaft, 4150 cs.
 - Adapter frame
 - Packing gland seal
- Electrical:**
- Motor, 7.5 Hp, 230/460 v. 3 ph. 60 hz. TEFC 1800 rpm
 - Emergency stop switch and cables, RS-2, NEMA 4X
 - Zero speed switch, Milltronics, NEMA 4X
 - Local Control Station, containing:
 - One (1) NEMA 4X SS three-hole operator enclosure
 - One (1) E-Stop push button.
 - One (1) three position selector switch (HOA)
 - One (1) two position selector switch (F/R)
- Spare Parts:**
- Packing material set, one.
 - Liner set, complete, one.

Price, Item # 1, \$ to follow...

(Pricing subject to the Terms and Conditions that follow)

Proven...Process...Performance

Scope Notes:

1. Includes support and shop drawings signed and stamped by a Florida PE.
2. Includes 24-month warranty, not to exceed 30 months from ship date.
3. Includes 3-year spiral and liner warranty.
4. Spec calls for 3 Hp motor. We calc. 3 Hp as too low. At design load this will require min. 3.3 Hp with no safety factor. Recommend min. (5 Hp). For sf of 100% full it requires 6.6 (7.5 Hp). The drive quoted herein is 7.5 Hp.
5. All conveyor supports shall be furnished by JMS. Ceiling supports will be furnished 6" longer than required for field fit, trim and installation by the Contractor.

Excludes:

1. Site offloading, Installation, measurements, or field assembly.
2. Any calculations or coordination on anything not in JMS scope of supply.
3. Any horizontal support steel required above or below JMS vertical supports.
4. Junction boxes, conduit, or any electrical devices not specifically detailed above.
5. Any items required for system completion not listed on the Scope of Supply are considered exclusions.
6. All taxes including sales, use, gross receipts, or similar taxes imposed by federal, state or local authorities.

If you have any questions concerning this proposal, please don't hesitate to contact our representative, Ed Moore with Eshelman.

Thank you for your consideration. We would look forward to the opportunity to work this project through to completion with you and another successful JMS installation.

Best regards,

Greg Hyde

Technical Sales Manager - Bio-HANDLING
Eastern North America

Jim Myers & Sons, Inc.

704-554-8397 ext 1106 (office)

678-850-6796 (mobile)

ghyde@imsequipment.com

www.imsequipment.com

JMS Standard Agreement for Purchase Terms and Conditions

These Terms and Conditions apply to the sale of the equipment as set forth in the Project Scope and are attached and made part of the applicable Purchase Order issued by the Buyer. These Terms and Conditions are intended to take precedence over the Buyer's conflicting Terms and Conditions or verbal communication. Any purchase is conditional on Buyer's acceptance of these Terms and Conditions, or amendment, variation of, or addition to these Terms and Conditions as accepted in writing by JMS.

1. **Pricing:** Product pricing is subject to the Terms and Conditions, including delivery schedule, as defined in this document. Seller reserves the right to modify pricing to accommodate other situations and requests. Pricing is exclusive of taxes and duties, and finished product storage.
2. **Spare Parts:** Spare parts are included as listed in the body of the Scope Letter.
3. **Field Service:** Field Service is included per Spec.
4. **Exclusions:** Above in body of scope.
5. **Submittal/Delivery:** Pricing is quoted DAP (Delivery at Place) which includes shipping to the job site. Approval submittals will require approximately 8-10 weeks after receipt of the fully executed purchase order. Submittal approval must occur within 60 calendar days from the initial submittal date or lead time may change based on manufacturer's production schedule. Submittals beyond two re-submittals will require a change order.

Delivery of equipment will require approximately 14-16 weeks after receipt of fully approved submittals. The projected shipment date is approximate and subject to change. Seller will not be responsible for delays caused by events beyond their control including, but not limited to, delays caused by missing or inaccurate data, changes in the Scope of the project, extended approval of the Submittals by the Buyer or their agent, or Force Majeure events as defined below. Large quantities of equipment (i.e., multiple phases or basins) may require staged shipments with the first shipment arriving as noted above and subsequent shipments staged to accommodate the project installation schedule as JMS manufacturing will allow. Staged shipment schedules must be agreed upon before execution of the purchase order.

6. **Payment Terms:** JMS payment terms are defined as follows:
 - 20% after submittals are sent or provided to buyer
 - 75% after shipment, or offer to ship (any delays in shipment will require payment for stored materials)
 - 5% after field service startup, substantial completion, beneficial use, whichever is earliest (not to exceed 90 days after the first delivery, no open-ended retainage is accepted) ALL PAYMENTS ARE NET 30, NO RETAINAGE
7. **Warranty:** All JMS equipment and/or materials are of high quality and are manufactured in conformity with the best commercial practices. We guarantee all equipment/ materials, manufactured or supplied by us, to be free from defects in material and workmanship at the time of start-up for a period of one (1) year, not to exceed eighteen (18) months from date of shipment. We will furnish without charge, but will not install, replacements for such parts/materials as we find to be defective.

This guarantee shall not apply to any equipment which has been improperly handled or stored, improperly lubricated, subjected to misuse or neglect, misapplied with reference to the engineer's specifications, altered or tampered with, or damaged by corrective work performed without our specific written consent. No allowances will be made for such corrective work done without such consent. Deterioration by chemical action, improper maintenance, or normal wear does not constitute defects and are therefore not covered by this warranty. Consumable items are not covered by this warranty. All warranty claims must be submitted within ten (10) calendar days of discovery of defects or it shall be deemed waived. The foregoing is in lieu of all other warranties, whether expressed or implied.
8. **Validity:** All pricing is based on the stainless steel surcharge per the date of this quotation. Prices are valid for 30 days from the date of this quotation. See note below in section 13.
9. **Time is of the Essence:** Seller will not accept "time is of the essence" replacing it with "time is critical".
10. **Limitation of Liability:** Seller's aggregate liability to the Purchaser for any and all claims will be capped commensurate with the value of the project prior to acceptance of the Buyer's Purchase Agreement. Seller will not be liable for indirect, punitive, special, incidental, consequential or similar damages, regardless of reason.
11. **Termination:** If the Purchase Agreement is terminated for convenience by the Buyer, the Buyer will compensate the Seller for work performed before notice of termination, and any other expenses reasonably or necessarily incurred in connection with termination.
12. **Force Majeure:** Seller is not liable for failure to fulfill its obligations for any accepted order or delays in delivery due to causes beyond the Seller's reasonable control including but not limited to acts of God, acts of Purchaser, natural or artificial disaster, riot, war, strike, delay by carrier, acts or omissions of other parties, changes in law, material shortage, fire, strikes, floods and the like which shall be considered Force Majeure excusing the Seller from performance, and barring any remedies for non-performance.
13. **Unforeseen Price/Time Escalations:** During the daily course of business, JMS absorbs normal trade supply chain fluctuations. However, in the event that between the time that pricing is extended, and the purchase of materials used for any project, there is enacted by any governmental entity a tariff or other charge that impacts the cost or timing to obtain materials beyond normal fluctuation, JMS reserves the right to increase the price and/or timing of products delivered to the purchaser to include all or a portion of this tariff or other charges.

Danny Jenkins

From: Ed Moore <ed@eshelmancompany.com>
Sent: Tuesday, May 11, 2021 12:25 PM
To: Danny Jenkins
Subject: Crestview, FL WWTP - Solids Handling Improvements
Attachments: Eshelman Company Scope of Supply.pdf; ProMinent Scope Q3021102825 - Crestview, FL.pdf

Danny:

Thanks again for speaking with me earlier this morning. As promised, attached are proposed scopes of supply for the material we intend to offer on this project for your consideration. In summary, we will be quoting the following equipment:

- Penn Valley Biosolids Feed Pumps #1 & 2
- Penn Valley Intermediate Sludge Pumps #1 & 2
- AquaShield aluminum covers for all four pumps
- Panel 25-LCP-10-1 for the Intermediate Sludge Pumps (only)
- Prominent polymer feed system

We have submitted a Jim Myers & Sons, Inc. sludge loadout conveyor to Jacobs, and understand that they intend to name them on Addendum #2, which hasn't been issued yet. If this comes to pass, we will provide a separate scope for that equipment.

Pricing is being developed, and will follow – probably the first of next week. I will be traveling tomorrow through the end of the week, so if you need to discuss the attached, please do not hesitate to contact me on my cell phone at 205-789-8357. Thanks in advance for your consideration of the equipment we propose for this or any project!

Best Regards,

Ed Moore, P.E.
The Eshelman Company, Inc.
P. O. Box 361984
Birmingham, AL 35236
Office: 205-424-7570
Fax: 205-424-7570
Toll Free: 800-366-4382
Email: ed@eshelmancompany.com

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May 10, 2021

TO: Contractors Bidding

PROJECT: The City of Crestview, FL
Crestview WWTP - Solids Handling Improvements

ENGINEER: Jacobs Engineering Group

BID DATE: May 18, 2021 @ 2:00 p.m.

Gentlemen:

In strict and complete accordance with the Plans and Specifications as prepared by the Engineer, including Addendum #1, we are pleased to offer the following specified base-bid equipment for your review and consideration on the referenced project, subject to our normal terms and conditions of sale as attached.

BIOSOLIDS FEED PUMP STATION

Two **Biosolids Feed Pumps #1 and 2** (Reference Section 44 42 56 20, Plan Sheets 18, 24 & 37) - 6" Penn Valley Model 6DDSX107 double disk pumps, each rated to deliver 200 GPM @ 65' TDH and driven by a 10HP x 1150 RPM inverter-duty TEFC motor suitable for use with 460/3/60 electrical service. Each pump, motor, and V-belt drive assembly (including the belt guard) will be factory-mounted on a common 304 S.S. base in a piggy-back configuration as shown on the Plans. Factory performance testing, hydrostatic testing, and motor testing will be provided per the Specifications, with results to be provided for approval. Accessories to be provided for each pump (for field installation by others) will include the following:

- suction and discharge pulsation dampeners
- Model PVP420VS suction vacuum sensor and gauge assembly
- Model PVP420PS discharge pressure switch and gauge assembly
- 6" Model FVP759-6 adjustable back pressure valve, 125# flanged
- spare parts as specified
- 316 hooked anchor bolts
- onsite startup assistance as specified

Two Pump Covers (Reference Plan Sheet 37) - AquaShield aluminum covers, each to be 55" side x 144" long x 90" tall (inside dimensions), and provided in knocked-down form for onsite assembly by others. Each enclosure will be provided with equipment and/or accessories as shown below, for field assembly/installation by others:

- four (4) 39" wide x 90" tall removable access panels with hardware
- two (2) 1500 watt heaters
- one (1) 10" x 10" factory-installed exhaust fan with thermostat
- one (1) 10" x 10" factory-installed aluminum louver assembly
- 101, hurricane-rated 316 S.S. wedge anchor bolts

*NOTE: The Biosolids Feed Pumps are controlled by MCC-C4 and/or the belt press control panel, which is **NOT** a part of our offering. While the motors provided for the pumps will be inverter-duty design, we are **not** including variable frequency drives, local control stations, additional control equipment, monitors, sensors, etc... These must be furnished and installed by others as a part of MCC-C4.*

Total Selling Price, F.O.B.

Factory, Freight Allowed \$ _____

INTERMEDIATE SLUDGE TRANSFER PUMP STATION

Two Intermediate Sludge Transfer Pumps #1 and 2 (Reference Section 44 42 56.20, Plan Sheets 19 & 35) - 6" Penn Valley Model 6DDSK107 double disk pumps, as described above, and rated to deliver 200 GPM @ 25' TDH and driven by a 10HP x 1150 RPM inverter-duty TEFC motor suitable for use with 460/3/60 electrical service. Testing will be provided as outlined in the Specifications. Accessories provided for each pump will include the specific items described above, for field installation by others.

Two Pump Covers (Reference Plan Sheet 37) - AquaShield aluminum covers, each to be 55" side x 144" long x 90" tall (inside dimensions), and provided in knocked-down form for onsite assembly by others. Each enclosure will be provided with equipment and/or accessories described above, for field assembly/installation by others.

One Pump Control Panel (Reference Section 44 42 56.20 2.03, Plan Sheet 35) - duplex pump control panel (20-LCP-10-1), also suitable for 460/3/60 electrical service, to be provided with full-voltage motor starters, circuit breakers, and overload protection for each sludge pump motor. Additional equipment and accessories provided shall include the following.

- 10 main circuit breaker
- 11 Hand-Off-Remote selector switch for each pump
- 12 pilot lights for "system on", "pump run", "pump fail", and "system run"
- 13 elapsed time meters for each pump
- 14 digester level indication (four units to be provided)
- 15 external interfaces and outputs as specified
- 16 PLC controller for functionality as specified
- 17 monitoring circuitry for pump high/low pressure and digester level, to disable pumps as required, with pilot lights and alarm indication
- 18 circuit breakers for enclosure heaters, vent fan, and local lighting
- 19 480/208VAC control voltage transformer
- 20 phase and voltage monitor relay
- 21 condensation protection heater with adjustable thermostat
- 22 surge arrester
- 23 protection devices as specified
- 24 NEMA 4X 316 S.S. wall-mount enclosure with external three-point latch and dead front inner door

Total Selling Price, F.O.B.

Factory, Freight Allowed \$ _____

Only the equipment and/or materials mentioned specifically in this Proposal will be included in the pricing shown. Piping, valves, fittings, supports or bracing, main electrical service, controls other than those specifically described herein, SCADA equipment, conduit and wire, supports, concrete, or other materials required for installation or operation of the proposed equipment are not included, and must be provided by others. Pricing will include motor freight to the nearest accessible curb stop in Crestview, FL. Unloading and onsite handling of equipment is not included, and must be provided by others. Startup assistance will be provided as required by the Specifications, after complete installation of equipment by others. Additional service time required will be charged at the manufacturer's standard per diem rate, which typically excludes time, travel, and expenses for the duration of the extra trip(s) required.

Our normal terms and conditions (as attached) will apply to this Proposal. Sales and/or use taxes are **NOT** included, and are the sole responsibility of the purchaser. All pricing may be considered firm for a period of 30 days from the bid date shown. Terms of sale for all equipment shall be net 30 days from the date of shipment from the factory.

Certified performance testing will be provided for each pump as outlined above. Penn Valley will also be prepared to assist with field testing during startup, but field tests will rely on existing plant or temporary instrumentation provided by others. Neither Penn Valley nor The Eshelman Company

will provide flow meters, gauges, level monitors, electrical devices, or other equipment or materials necessary to field test the proposed equipment.

A short video demonstrating the general assembly of the proposed AquaShield enclosures can be found at <https://www.pennvalleypumpco.com/installation-video.html>. We suggest you spend a few minutes reviewing this video to get a better understanding of what will be required of your crew on site for assembly and fit-up of the proposed enclosures.

A separate Proposal from Prominent Fluid Controls, Inc. for polymer blending/feed equipment is attached, and will include equipment, pump, controls, supports, etc... as outlined therein. Please review this Proposal carefully, and let us know if you have questions concerning the same.

Estimated time for preparation of submittal data is six to eight (6-8) weeks after we are in receipt of a purchase order. Lead time for equipment (after receipt of approved submittals) are twelve to fourteen (12-14) weeks after receipt of approved submittal data. Anticipated lead times for the Prominent equipment can be found in their separate Proposals.

Should you have additional questions, or if we may be of service in any way, please do not hesitate to contact our office immediately. We look forward to working with you in Crestview, and thank you for your consideration of the equipment manufacturers we propose for this or any project.

Very Truly Yours,

The Eshelman Company, Inc.



Ed Moore

Attachment

cc: Mr. Preston Campbell - Penn Valley Pump Company, Inc.

The Esheimer Company, Inc.
PROPOSAL

TERMS AND CONDITIONS OF SALE

- 1) **ACCEPTANCE:** This proposal is submitted to Buyer subject to the terms and conditions hereinafter set forth. The time for acceptance is thirty (30) days from the date hereof unless extended in writing by written modification or acceptance by Seller. Buyer agrees it has full knowledge of the terms and conditions set forth herein and on the sheets attached hereto and that the same are part of the agreement between Buyer and Seller. Buyer agrees that such terms and conditions shall be binding if during the acceptance period either (1) Buyer signs and returns to Seller a copy of this proposal or (2) Buyer tenders to Seller Buyer's purchase order incorporating the terms and conditions of this proposal, without modification or (3) the goods referred to herein are delivered to and accepted by Buyer.
- 2) **ITEMS INCLUDED:** This proposal includes only those items specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc., nor any other item unless specifically listed. All costs associated with such extra items shall be added to the quoted price and paid by Buyer.
- 3) **PRICES:** Prices quoted herein are firm provided Buyer accepts this proposal within the acceptance period and releases material for production and/or shipment within thirty (30) days of the submission of any required specification data.
- 4) **PAYMENT:** Buyer will make payment for the items specified herein in accordance with the terms of this agreement. Credit extension is subject to approval by Seller and Buyer's continued credit worthiness. Credit terms are Net 30 days from the shipment date of each item. In the event Buyer fails to make payment as required, the unpaid balance shall bear late fee at the rate of one-and-one-half percent (1-1/2%) per month until paid in full. Buyer agrees to pay all collection costs and expenses, including attorney's fees, incurred by Seller in collecting or attempting to collect such unpaid balance.
- 5) **DELIVERY:** Delivery shall be F.O.B. point of shipment. Freight charges on all shipments unless specifically included in the quoted price are to be paid by Buyer. All claims for damage, delay or shortage arising from such shipment shall be made by Buyer directly against the carrier. Shipment schedules and/or delivery dates set forth in this proposal represent Seller's best estimate of time required to ship after Seller's receipt of the signed acceptance copy of this proposal and release for production from Buyer. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE, OR CHARGE OF ANY KIND RESULTING FROM DELAYS IN SHIPMENT, DELIVERY, OR INSTALLATION. Seller reserves the right to ship when ready, to make partial shipments, and to invoice product, material or equipment supplied.
- 6) **CANCELLATION, SUSPENSION, OR DELAY:** Orders resulting from this proposal may be canceled, suspended, or delayed at any time prior to shipment, but only upon payment to Seller of the sum of all charges for cancellation, suspension, or delay which shall include expenses already incurred, the cost to Seller to cancel, reschedule, re-ship, and replace materials, and profit.
- 7) **BACKCHARGES:** Seller will not accept backcharges for labor, materials, or other costs incurred by Buyer or others in adjustment, modification, service or repair of material or equipment furnished, unless such backcharge has been authorized by Seller in writing.
- 8) **FIELD SERVICE:** Field services for checking installation and/or instructions of operation in excess of the time set forth in this proposal is required, Seller's charge for such extra services shall be at the rate of \$1,750.00 per diem, including travel time, together with \$1.25 per mile travel expense.
- 9) **TAXES:** All applicable taxes or other government charges upon the production, sale, shipment, and/or use of equipment covered by this proposal shall be added to the total price and shall be paid by the Buyer.
- 10) **WARRANTIES:** Any warranties on the products sold pursuant to this proposal are those made by the manufacturer. In the case of all purchases in which Seller is not the manufacturer of a product purchased, SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by Seller shall not affect the terms of any warranty made by the manufacturer of the product purchased. Seller warrants such product to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment, provided Buyer notifies Seller in writing of the defective product within the warranty period. SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY PRODUCT FOUND BY SELLER NOT TO BE IN CONFORMITY WITH ITS WARRANTY, provided that such product is, upon request, returned by Buyer to Seller, transportation prepaid. This warranty does not cover products damaged by dealer installation, characterization or wear caused by, abrasive materials, not dies it cover damage resulting from misuse, accident, or neglect, or from improper installation, operation, maintenance, modification, or adjustment. This warranty does not cover products repaired away from Seller's factory without prior written approval of Seller. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS OF THIS WARRANTY, OR FROM THE SALE, HANDLING, OR USE OF ANY PRODUCT SOLD PURSUANT TO THIS PROPOSAL.
- 11) **COMPLIANCE WITH LAWS:** Buyer shall be solely responsible for securing any necessary permits under, and for compliance with, all safety, health, and sanitation laws, ordinances, and regulations, and in connection with the installation and operation of any equipment or other product sold pursuant to this proposal. Buyer agrees to pay to Seller, upon request, evidence of the securing of any such permits and of compliance with any such laws, ordinances and regulation, although Seller may subsequently rely on Buyer's representation, hereby made, that it shall secure such permits and comply with such laws, ordinances, and regulations.
- 12) **INDEMNIFICATION:** Buyer shall defend and agree that Seller be held harmless from all claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from any injury, or damage to any person or property caused by inadequacy of safety features, devices, or characteristics in the equipment or other product, or in the installation, use or operation of same, except claims for repair or replacement of defective parts as provided herein.
- 13) **ALTERATION OF ORDER:** Items of the equipment or other products specified in this proposal may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller and delivered to Buyer by Seller, and each shipment shipped by Seller to Buyer shall be deemed to be only upon the terms and conditions contained in this proposal except as they may be added to, modified, superseded or otherwise altered as herein provided, notwithstanding any terms of conditions that may be contained in any acknowledgment, purchase order, or other form of Buyer.
- 14) **GOVERNING LAWS:** This proposal shall be governed under and according to the laws of the State of Alabama.
- 15) **COMPLETE AGREEMENT:** This proposal, including all attachments, represents the entire agreement between Buyer and Seller other than those stated herein, and no other oral or written agreement, modification, or agreement shall be binding on either party.

SUBMITTED BY:

ACCEPTED BY BUYER:

THE ESHEIMER COMPANY, INC.

This _____ day of _____, 2021

Glenview, AL 36032

By _____

For _____ Title _____

Customer Address:

AQUA PRODUCTS INC.
4121 WAREHOUSE LANE
PENSACOLA FL 32505
Phone: 850-469-1133
Fax: 850-469-1188

Quoted By: Brian Stofko**Customer No:** 10127**Application:**

Crestview, FL

ProMinent®

I am pleased to provide the following proposal for your consideration.

GENERAL NOTES, CLARIFICATIONS & EXCEPTIONS:

- Prominent has in good faith reviewed all of the plans and specifications that in our opinion, apply to this equipment. This proposal is based on the following sections and drawings only, except as indicated by the exceptions and clarifications. Meeting additional specifications or plans may require a quote revision.
- Specifications: 444463.01; Polymer Feed Systems
- Drawings: Yes

Clarifications & Exceptions

1. Section 444463.01, Item 2.02.C.3; Prominent mixing energy is tapered via mixing zones within the mix chamber. No variable speed mixing chamber to be provided. Also, mixer RPM shall be 1750rpm, not 2000.
2. Section 444463.01, Item 2.03.E&F; There is no mention of pressure switches being monitored, yet they are shown on the P&ID drawing 06-N-6005 (page 28/77). Prominent to assume worst case and provide. Deducts can be offered if they are not truly desired.

Field startup and training are not included in this quotation unless otherwise stated herein. Please consult the factory at 412-787-2484 for startup charges applicable to this scope of equipment.

Submittals:

- One set of drawings available in electronic format.
- One set of component manuals is included and will ship with the equipment.
- Material procurement and production will not begin until submittals are returned and marked approved.

All proposals are subject to ProMinent Fluid Controls' Terms and Conditions which can be found at the following location:

http://www.prominent.us/promx/pdf/Terms_and_Conditions_of_Sale_Sept_2019.pdf.

Contract Terms and Conditions take precedence over these standard terms.

Should you have any additional questions, please do not hesitate to contact us immediately.

TERMS & CONDITIONS

Payment: Net 30 days

Price: US Dollars, ExWorks, Pittsburgh, PA

Offer Validity: 30 days

Lead Times: Engineering: 4-6 Weeks ARO

Equipment: 6-8 Weeks ARAD

(Note: All lead times subject to change based on current Engineering and Production capacity at the time of order.
Please consult factory when placing your order)

Regards,
Brian Stofko
Application Engineer

SECTION 001: ** Polymer Blending Unit ****ProMix M 1200x2-10PA (Modified)**

ProMix M Series polymer activation/feed system which includes three-staged motorized mixing chamber, progressive cavity neat polymer metering pump, primary & secondary dilution rotameters with manual control valves, dilution solenoid valve, control panel and skid base.

System Connections:

Water Inlet: 1.5" FNPT

Pump Inlet: 1" FNPT

Solution Discharge: 1.5" FNPT

Primary Dilution: 1200 gph

Post Dilution: 1200

Pump Capacity: 10 gph

System Voltage: 460/3/60

Modifications:

- 304SS skid base
- Nema4X FRP control panel enclosure
- 40GPM @70psi Booster pump (source water only 30psi)
- Water Pressure regulator
- PRV on mix chamber
- Pressure switch on polymer pump
- Pressure switch on water
- Lifting Lugs for skid

Spares:

- (1) SEAL, MECH, SHAFT, 304SS, 1/2", PROMIX-U
- (1) Valve, Injection, V2, Promix M, S
- (1) O-RING, VITON, 1-3/16"
- (1) O-RING, CHAMBER, VITON, PROMIX-M
- (1) STATOR, SEEPEX, PROMIX-M
- (1) Specialty wooden crate for spares

<u>Material:</u>	<u>Qty</u>
UL000010	1

SECTION 002: ** Additional Items ****Cost for delivery**

<u>Material:</u>	<u>Qty</u>
980020	1

DOCUMENTATION

<u>Material:</u>	<u>Qty</u>
DK989080	1

* 51,000.00

\$ 50,000 w/ tax

increase of \$ 1,000.00



CONTROL INSTRUMENTS, INC.

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FLORIDA OPERATIONS OFFICE:

23 S DILLINGHAM AVENUE, STE. A
KISSIMMEE, FL 34741
PHONE: 404/351-1085

FIELD OFFICES:

Georgia
Florida
Tennessee

18 May, 2021

PROJECT: CRESTVIEW WWTP BIOSOLIDS HANDLING IMPROVEMENTS
OWNER: CRESTVIEW, FLORIDA
ENGINEER: JACOBS ENGINEERING
BID DATE: MAY 18, 2021 @ 2:00 PM EDT

SECTION: 40 90 00 – Instrumentation & Control for Process Systems
40 91 00 – Instrumentation & Control Components
40 95 80 – Fiber Optic Communication System

Gentlemen:

Control Instruments, Inc. (C2i) proposes to furnish equipment and services for the above referenced Section(s) of the specifications.

C2i will provide: Submittals, drawings, equipment, freight, spare parts, startup, testing, operation and maintenance manuals, and training as specified. C2i will assume full responsibility **ONLY** for the equipment and services enumerated herein in accordance with the Contract Drawings and Specifications.

C2i will retain ownership of all design of software by C2i for this project.

C2i will not provide: Equipment installation, mounting hardware, sunshades, field wiring, field tubing, terminations, or taxes unless otherwise explicitly stated within the body of this Scope of Supply.

40 90 00 – Instrumentation & Control for Process Systems

- One (1) Modification (hardware/programming) of existing Panel CP-B5 in existing Electrical Building.
- One (1) PIC schedule coordination meeting.
- One (1) HMI software design meeting.
- One (1) Report, trending information retrieval meeting.
- One (1) Training coordination meeting.

Note: Meetings may be combined or remote meetings.

- Three (3) Front door mounted data ports.

Tag: CP-B, CP-95, CP-10-2

- One (1) Lot of testing (presumed to simulate desired results).
- One (1) Day magnetic flowmeter training.
- One (1) Day operator training, performed twice.
- One (1) Day maintenance meeting.

40 91 00 – Instrumentation & Control Components

- One (1) Magnetic flowmeter.
Tag: FE/FIT 20-1 4"
- Four (4) Radar level transmitter.
Tag: LE/LIT 20-(1-4)
- Five (5) Field surge protection.

40 95 80-2 – Fiber Optic Communication System

- One (1) Lot of 12-fiber cable between CP-B in existing Electrical Building and new panel (40-VCP 20-1) in Belt Fiber Press Building (400 Ft.). To be installed by others. C2i will then terminate, test and document installation.
- Two (2) Fiber patch panel retrofitted into existing Panel CP-B.
Note: It is assumed new panel 40-VCP 20-1 has been provided with a patch panel

PRICE:\$

Addenda received as of 5/18/21: 3
Addenda received at time of bid: 3

Should you have any questions regarding this quotation, please contact Mark Healey at (404) 351-1085, or the undersigned at 404-934-6423.

Sincerely,

Charlie Motz
CONTROL INSTRUMENTS, INC./C2i
CM/jw



CONTROL INSTRUMENTS, INC.

NATIONWIDE SYSTEM INTEGRATION

Providing solutions since 1962



5253 OAKDALE ROAD • SMYRNA, GEORGIA 30082

MAILING ADDRESS: 4480H SOUTH COBB DRIVE • PMB 301 • SMYRNA, GA 30080-6984

PHONE: 404/351-1085 • FAX: 404/794-5784 • EMAIL: admin@c2iinc.com

FLORIDA OPERATIONS OFFICE:

23 S DILLINGHAM AVENUE, STE. A

KISSIMMEE, FL 34741

PHONE: 404/351-1085

FIELD OFFICES:

Georgia

Florida

Tennessee

18 May, 2021

PROJECT: CRESTVIEW WWTP BIOSOLIDS HANDLING IMPROVEMENTS

OWNER: CRESTVIEW, FLORIDA

ENGINEER: JACOBS ENGINEERING

BID DATE: MAY 18, 2021 @ 2:00 PM EDT

SECTION: 40 90 00 – Instrumentation & Control for Process Systems

40 91 00 – Instrumentation & Control Components

40 95 80 – Fiber Optic Communication System

Gentlemen:

Control Instruments, Inc. (C2i) proposes to furnish equipment and services for the above referenced Section(s) of the specifications.

C2i will provide: Submittals, drawings, equipment, freight, spare parts, startup, testing, operation and maintenance manuals, and training as specified. C2i will assume full responsibility **ONLY** for the equipment and services enumerated herein in accordance with the Contract Drawings and Specifications.

C2i will retain ownership of all design of software by C2i for this project.

C2i will not provide: Equipment installation, mounting hardware, sunshades, field wiring, field tubing, terminations, or taxes unless otherwise explicitly stated within the body of this Scope of Supply.

40 90 00 – Instrumentation & Control for Process Systems

- One (1) Modification (hardware/programming) of existing Panel CP-B5 in existing Electrical Building.
- One (1) PIC schedule coordination meeting.
- One (1) HMI software design meeting.
- One (1) Report, trending information retrieval meeting.
- One (1) Training coordination meeting.

Note: Meetings may be combined or remote meetings.

- Three (3) Front door mounted data ports.

Tag: CP-B, CP-95, CP-10-2

- One (1) Lot of testing (presumed to simulate desired results).
- One (1) Day magnetic flowmeter training.
- One (1) Day operator training, performed twice.
- One (1) Day maintenance meeting.

40 91 00 – Instrumentation & Control Components

- One (1) Magnetic flowmeter.
Tag: FE/FIT 20-1 4"
- Four (4) Radar level transmitter.
Tag: LE/LIT 20-(1-4)
- Five (5) Field surge protection.

40 95 80-2 – Fiber Optic Communication System

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- Two (2) Fiber patch panel retrofitted into existing Panel CP-B.
Note: It is assumed new panel 40-VCP 20-1 has been provided with a patch panel

PRICE:\$

Addenda received as of 5/18/21: 3
Addenda received at time of bid: 3

Should you have any questions regarding this quotation, please contact Mark Healey at (404) 351-1085, or the undersigned at 404-934-6423.

Sincerely,

Charlie Motz
CONTROL INSTRUMENTS, INC./C2i
CM/jw

Light Moon, LLC
16100 W. US-84
Newton, AL 36352

\$ 304,500.^{co}

(increase of \$14,600)

December 13, 2021

RE: Crestview WWTP - Crestview, FL

Attn: Estimating Department

Thank you for the opportunity to bid on the above referenced project. We propose our bid based on the following:
See provided take off sheets for scope and drawings used for pricing.

ADDENDA REVIEWED: 0
SALES TAX: Included

PRICING

ITEM 1- Paving, Sidewalk, Equipment Pads and Dewatering Building Foundation (see colored take off for scope clarification:

Materials, Labor, Formwork, & Equipment:	\$ 304,500.00
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL BID	\$ 304,500.00

ALTERNATES

1 _____	_____
2 _____	_____
3 _____	_____

UNIT PRICES

1 Overexcavation & Replacement with Lean Concrete	\$ 200.00	Per CY	See Note 12 Below
2 Installation of GC provided bollards	\$ 275.00	Each	
3 _____	_____		

PROJECT NOTES:

1 SEE ATTACHED (COLORED) TAKEOFF SHEETS FOR A QUICK OVERVIEW OF THE PROJECT INCLUSIONS. THESE "TAKEOFF SHEETS" ARE FOR REFERENCE ONLY.

2 We have not included any demo, haul away, pipe encasement or any work not shown on the the attached take off sheets.

3 _____

4 _____

5 _____

Light Moon, LLC

16100 W. US-84

Newton, AL 36352

SCOPE OF WORK

ITEM 1- BUILDING

	INCLUDED	EXCLUDED	NOTE #
FOOTINGS			
LABOR & EQUIPMENT	X		5
EXCAVATION	X		10
CONCRETE	X		15
REBAR	X		9
INSTALL ANCHOR BOLTS	X		14
BACKFILL (INTERIOR)	X		6
BACKFILL (EXTERIOR)		X	6
STOCKPILE SPOILS	X		7
EXPORT SPOILS		X	7
FORMED FOOTINGS		X	
MUD SILLS (UNFORMED)		X	
PIERS			
LABOR	X		
CONCRETE	X		15
REBAR	X		
FORMWORK	X		
INSTALL ANCHOR BOLTS	X		
WALLS	NA	NA	NA
LABOR	NA	NA	NA
CONCRETE	NA	NA	NA
REBAR	NA	NA	NA
FORMWORK	NA	NA	NA
INSTALL EMBEDS	NA	NA	NA
CONCRETE PUMPS	NA	NA	NA
CRANE/LULL	NA	NA	NA

	INCLUDED	EXCLUDED	NOTE #
SLAB ON GRADE			
LABOR & EQUIPMENT	X		5
CONCRETE	X		15
REINFORCING	X		18
POROUS FILL	X		19
VAPOR BARRIER		X	
FORMWORK	X		
DOWELS @ CJ'S		X	
DOWEL BASKETS		X	
PLACE & FINISH	X		
# OF POURS INCLUDED	2		
SAW CONTROL JOINTS	X		17
CURING COMPOUND	X		
SEALED CONCRETE		X	20, 21
CONCRETE PUMPS	X		1
GROUT COL BASE PLATES		X	
SLAB ON DECK	NA	NA	NA
LABOR	NA	NA	NA
CONCRETE	NA	NA	NA
REINFORCING	NA	NA	NA
FORMWORK	NA	NA	NA
PLACE & FINISH	NA	NA	NA
# OF POURS INCLUDED	NA	NA	NA
SAW CONTROL JOINTS	NA	NA	NA
CONCRETE PUMPS	NA	NA	NA
CRANE/LULL	NA	NA	NA
	NA	NA	NA

ITEM 2- SITE

	INCLUDED	EXCLUDED	NOTE #
SIDEWALKS			
LABOR & EQUIPMENT	X		5
FORMWORK	X		
CONCRETE	X		15
REINFORCING	X		18
STONE BASE		X	
CONTROL JOINTS	X		17
CURING COMPOUND	X		
INSTALL BOLLARDS		X	

	INCLUDED	EXCLUDED	NOTE #
CONCRETE PAVING			
LABOR & EQUIPMENT	X		5
FORMWORK	X		
CONCRETE	X		15
REINFORCING	X		18
STONE BASE		X	
EXPANSION JOINTS	X		17
CURING COMPOUND	X		
INSTALL BOLLARDS		X	

Light Moon, LLC

16100 W. US-84

Newton, AL 36352

SCOPE OF WORK NOTES & SPECIFIC EXCLUSIONS

- 1 We have included pumping of concrete as needed for our scope of work.
- 2
- 3 We exclude import fill, unless specifically included above.
- 4 Access roads- GC to provide adequate access for trucks and equipment on site, including temporary roads, gravel, etc.
- 5 Equipment included: Skid Steer & Excavator
- 6 Included in our price is the backfilling the INSIDE portion of our footing excavations (with stone) only. We do not include backfilling the exterior side of foundations.
- 7 We include stockpiling of spoils on site, (100' from our excavation- max) resulting from our excavation and backfill process.
- 8
- 9 We include rebar for concrete work only. All masonry rebar is excluded.
- 10 We exclude excavation or removal of any rock whatsoever, by any method, including, but not limited to, chipping, drilling, splitting, ripping, hammering, blasting, or chemical agent, either by hand work or machinery/equipment.
- 11 Cranes for hoisting and placing concrete are excluded unless specifically included above.
- 12 Unit price for lean concrete above does not included forming and is limited to an excavation depth of 2 feet.
- 13 Dragging concrete pump hose lines by hand is excluded
- 14 Furnishing steel embeds (anchor bolts, angles, pipe bollards, bearing plates, handrail sleeves, etc.) are excluded.
- 15 All concrete will be 4000 psi.
- 16
- 17 All control joints in slab on grade or sidewalk will be saw cut. Expansion joints will be added at pour breaks only.
- 18 Concrete will be reinforced as noted on the plans.
- 19 We have not included any pourous fill or subgrade work in this proposal.
- 20 We have not included any water proofing or damp proofing in this proposal.
- 21 We have not included sealing, polishing, staining, pigmenting or stamping of any concrete.
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Light Moon, LLC

16100 W. US-84

Newton, AL 36352

LAYOUT:

We include layout via Robotic Total Station only. As such, we do not provide batter boards for other trades. We require the GC to furnish CAD Files in .dwg format for the structural and civil layout as well as the anchor bolt plans. GC to furnish Building Corners & Control Points and transfer coordinates to Light Moon prior to mobilization. Any cost for obtaining CAD files is excluded from our bid. All layout provided by Light Moon to be verified by GC, in writing, prior to placing concrete.

STANDARD EXCLUSIONS FOR ALL OPTIONS (UNLESS SPECIFICALLY INCLUDED ABOVE):

Hoisting | Forklifts | Mass & Trench Rock Excavation | Dewatering | Temporary Handrails | Masonry units and masonry reinforcement | Excavation, Backfill, & Stockpiling soils beyond what is required for footing excavation | Offsite Spoil Removal | Formed Footings (all footings and lean concrete are quoted "Earth Formed") | Wet Curing Slabs | Foundation Drainage | Lightweight Concrete (unless specifically included above) | Staining, stamping, polishing or rubbing of concrete | Epoxy Coated Rebar (unless specifically included above) | Curb and Gutter | Demolition | Protecting or repairing of any existing structures | Termite Treatment | CMU Fill | Temporary power, water, or toilets | Light Towers | Protection or repair of existing city streets | Testing of any kind | Grouting of base plates (unless specifically included above) | Any type of waterproofing, dampproofing or joint sealants | Truncated Dome Pavers | Detectible Warning Pads | Segmental Retaining Walls & Associated Footings | Saw Cutting Topping Slabs or Elevated Slabs (unless specifically included above) | Providing Anchor Bolts | Pads for Mechanical & Electrical Equipment (unless specifically included above) | Pipe Bollards (unless specifically included above) | Flag Pole Installation | Light Pole Bases | Vacuum Attachment for Sawcutting Control Joints | Grading | Storm Drainage | Asphalt Paving | Striping | Installing Trench Drains (unless specifically included above) | Retainage on permanent materials | All items not specifically listed on this proposal

UNLESS SPECIFICALLY INCLUDED ABOVE, WE EXCLUDE ALL ITEMS IN SPECIFICATION SECTIONS: 1,2,4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16 (1997 CSI CODE FORMAT)

******Note: See Attached additional terms and conditions of this quote. Should a contractual agreement be made, this quote will serve as part of the contract.**

Should you have any questions or concerns please feel free to contact our office, or my mobile (256) 267-9252.

Sincerely,

Travis Thornton
Estimator/PM

Light Moon, LLC

16100 W. US-84

Newton, AL 36352

PAYMENT TERMS:

Net 30 days. The rate of retainage shall not exceed the percentage retained from the Contractor's payment (or 5.0% to 50% complete, whichever is less) from the Owner for the Subcontractor's work. Final retainage is to be paid to the Subcontractor 30 days after satisfactory completion of Subcontractor's work. Lien rights will be protected.

ADDITIONAL TERMS:

1. Any alteration or deviation from the above referenced drawings involving cost change will be executed only upon written orders and will become an extra/credit to the contract.
2. General Contractor is responsible for providing access around jobsite for pump trucks, concrete trucks, cranes, etc. Any loss time or costs that may be incurred due to insufficient jobsite conditions may be directly charged to General Contractor.
3. Any and all job permits are the responsibility of the General Contractor. Light Moon will not be responsible for any added costs due to direct deviations from normal jobsite conditions. (i.e. Noise Ordinances, Cleaning Roadways)
4. Above price is predicated on a project schedule that allows Light Moon mobilization and reasonable continuity of work, based on a normal work week without the necessity for overtime, weekend, or shift work.
5. Light Moon will not be responsible for project delays beyond our control to include but limited to rebar shortages or cement allocations/shortages. Additional labor or out of town expenses may apply.
6. Any overtime work requested by Contractor due to outside causes, as a result of delays to the schedule beyond the Subcontractors control or caused by others, shall be worked only when Contractor agrees to pay the direct premium time costs to the Subcontractor, without retainage.
7. When delays to the Subcontractor's work by Contractor (which results in additional mobilization costs) occur, said verified costs shall be paid by Contractor.
8. General Contractor shall provide and maintain a wash out area for concrete trucks.
9. General Contractor shall provide all building corners prior to Light Moon starting layout.
10. General Contractor shall be responsible for keeping streets clean as required by the local authorities.
11. The General Contractor shall be responsible for any additives required for hot and cold weather conditions as determined by Light Moon's on site Superintendent.
12. Light Moon warrants the job will be completed in a good workman like manner and within tolerances customarily acceptable with the industry. Within a reasonable period of time and upon timely written notice of any discrepancies or variations from the drawings/specifications. Light Moon will at its option repair, replace, or make reasonable invoice adjustments on work completed.
13. Local license fees and liquidated damages are not included.
14. This quote does not include a Bond.
15. We exclude any item not specifically included under "Scope of Work".
16. We exclude retainage on permanent materials.

SUBMITTED BY: _____

ACCEPTED BY: _____

Newton, AL 36352

Attn: Estimating Department

See provided take off sheets for scope and drawings used for pricing.

SALES TAX: Included

ITEM 1- Paving, Sidewalk, Equipment Pads and Dewatering Building Foundation (see colored take off for scope clarification:

TOTAL BID

\$ 289,900.00

- 1 _____
- 2 _____
- 3 _____

1 <u>Overexcavation & Replacement with Lean Concrete</u>	\$	200.00	Per CY	<i>See Note 12 Below</i>
2 <u>Installation of GC provided bollards</u>	\$	275.00	Each	
3				

3 _____

4 _____

5 _____

Light Moon, LLC

16100 W. US-84

Newton, AL 36352

SCOPE OF WORK

ITEM 1- BUILDING

	INCLUDED	EXCLUDED	NOTE #
FOOTINGS			
LABOR & EQUIPMENT	X		5
EXCAVATION	X		10
CONCRETE	X		15
REBAR	X		9
INSTALL ANCHOR BOLTS	X		14
BACKFILL (INTERIOR)	X		6
BACKFILL (EXTERIOR)		X	6
STOCKPILE SPOILS	X		7
EXPORT SPOILS		X	7
FORMED FOOTINGS		X	
MUD SILLS (UNFORMED)		X	
PIERS			
LABOR	X		
CONCRETE	X		15
REBAR	X		
FORMWORK	X		
INSTALL ANCHOR BOLTS	X		
WALLS	NA	NA	NA
LABOR	NA	NA	NA
CONCRETE	NA	NA	NA
REBAR	NA	NA	NA
FORMWORK	NA	NA	NA
INSTALL EMBEDS	NA	NA	NA
CONCRETE PUMPS	NA	NA	NA
CRANE/LULL	NA	NA	NA

	INCLUDED	EXCLUDED	NOTE #
SLAB ON GRADE			
LABOR & EQUIPMENT	X		5
CONCRETE	X		15
REINFORCING	X		18
POROUS FILL	X		19
VAPOR BARRIER		X	
FORMWORK	X		
DOWELS @ CJ'S		X	
DOWEL BASKETS		X	
PLACE & FINISH	X		
# OF POURS INCLUDED	2		
SAW CONTROL JOINTS	X		17
CURING COMPOUND	X		
SEALED CONCRETE		X	20, 21
CONCRETE PUMPS	X		1
GROUT COL BASE PLATES		X	
SLAB ON DECK	NA	NA	NA
LABOR	NA	NA	NA
CONCRETE	NA	NA	NA
REINFORCING	NA	NA	NA
FORMWORK	NA	NA	NA
PLACE & FINISH	NA	NA	NA
# OF POURS INCLUDED	NA	NA	NA
SAW CONTROL JOINTS	NA	NA	NA
CONCRETE PUMPS	NA	NA	NA
CRANE/LULL	NA	NA	NA
	NA	NA	NA

ITEM 2- SITE

	INCLUDED	EXCLUDED	NOTE #
SIDEWALKS			
LABOR & EQUIPMENT	X		5
FORMWORK	X		
CONCRETE	X		15
REINFORCING	X		18
STONE BASE		X	
CONTROL JOINTS	X		17
CURING COMPOUND	X		
INSTALL BOLLARDS		X	

	INCLUDED	EXCLUDED	NOTE #
CONCRETE PAVING			
LABOR & EQUIPMENT	X		5
FORMWORK	X		
CONCRETE	X		15
REINFORCING	X		18
STONE BASE		X	
EXPANSION JOINTS	X		17
CURING COMPOUND	X		
INSTALL BOLLARDS		X	

Light Moon, LLC

16100 W. US-84

Newton, AL 36352

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Light Moon, LLC

16100 W. US-84

Newton, AL 36352

LAYOUT:

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******Note: See Attached additional terms and conditions of this quote. Should a contractual agreement be made, this quote will serve as part of the contract.**

Should you have any questions or concerns please feel free to contact our office, or my mobile (256) 267-9252.

Sincerely,

Travis Thornton
Estimator/PM

Light Moon, LLC

16100 W. US-84

Newton, AL 36352

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8. General Contractor shall provide and maintain a wash out area for concrete trucks.
9. General Contractor shall provide all building corners prior to Light Moon starting layout.
10. General Contractor shall be responsible for keeping streets clean as required by the local authorities.
11. The General Contractor shall be responsible for any additives required for hot and cold weather conditions as determined by Light Moon's on site Superintendent.
12. Light Moon warrants the job will be completed in a good workman like manner and within tolerances customarily acceptable with the industry. Within a reasonable period of time and upon timely written notice of any discrepancies or variations from the drawings/specifications. Light Moon will at its option repair, replace, or make reasonable invoice adjustments on work completed.
13. Local license fees and liquidated damages are not included.
14. This quote does not include a Bond.
15. We exclude any item not specifically included under "Scope of Work".
16. We exclude retainage on permanent materials.

SUBMITTED BY:

ACCEPTED BY:

\$ 339,282.⁰⁰

* increase of \$67,607 on Material.



Cardinal Building Systems

6231 West Boulevard Melrose, FL. 32666
(352) 475-2332

December 6, 2021

Attn: Justin Hanson
Sawcross INC.

Re: Crestview WWTP Dewatering Building
5101 Arena Rd.
Crestview, FL. 32536

Cardinal Building Systems proposes to supply the following scope.

Nucor Pre-Engineered building cost.....\$ 281,182.00
Includes all sales tax and freight.

Building description: Dewatering Building

- 31'2"x77'x24' low side single slope with 1:12 roof slope and minimum of 21' interior clearance
- Side wall bay spacing's are 1@26', 1@25' and 1@26' Bypass girt condition.
- End wall column spacings are 1@31'2" Bypass girt condition.
- End wall frames are ridged Clear span non expandable.
- Frames 2 and 3 are ridged clear span.
- All frame base plates are elevated 8" to sit on a curb.
- All primary members are Hot dipped galvanized. All secondary members are cold rolled pre-galvanized.
- Side walls are braced with portal frames between lines 1 and 2. End walls do not require bracing and the roof is braced with Rods.
- There are 5 pipe support beams attached to the rafters below ceiling liner. 3 in bay 1 and 3 in bay 3. Assume each beam to be loaded for 1,000 lbs.
- 4@12'x12' framed openings for roll up doors, 1 on each end wall and 2 on the high side wall in the end bays facing the Lean to. 2@ 3'4"x7'2" framed openings for personnel door. 1 on each end wall. 2@2'x2' framed openings located on the High side wall in the center bay. 1@ 4'x4' and 1@3'x3' framed openings for an exhaust fan and a louver, 1 located on each end wall.
- All walls are sheeted with 26ga. exposed fastener Classic Rib panels from the FF. to the eaves. Wall panels and trims are finished in Kynar in standard manufacturer colors. VRR laminated, R-19 single layer insulation system is included.
- 24ga. mechanically seamed CFR roof system with gutters and downs on the low side wall finished in Kynar in standard manufacturer colors. VRR Laminated, R-30 long tab banded dual layer insulation system included.
- 26ga. exposed fastener Classic Rib full wall and ceiling liner finished in standard paint in Standard manufacturers colors.

Page 2/ Crestview WWTP Dewatering Building

Building Description: Lean-To

- 20'x77'x24'11" low side Lean-To with 22'5" minimum interior clearance.
- Side wall spacing is 1@26', 1@25' and 1@26' Flush mount girt condition.
- End wall column spacings are 1@20' Bypass girt condition.
- End wall frames are ridged Clear span non expandable.
- Frames 2 and 3 are ridged clear span.
- All frame base plates are elevated 3'6" to sit on a curb.
- All primary members are Hot dipped galvanized. All secondary members are cold rolled pre-galvanized.
- Low side wall is braced with portal frame between lines 1 and 2. End walls do not require bracing and the roof is braced with Rods.
- There are 3 pipe support beams attached to the rafters below ceiling liner. 3 in bay 2. Assume each beam to be loaded for 1,000 lbs.
- Full perimeter wall deletions. All wall panels and girts removed. The low side wall and both end walls are open for wind. The high side wall is open to Dewatering Building.
- 24ga. mechanically seamed CFR roof system with gutters and downs on the low side wall finished in Kynar in standard manufacturer colors. Insulation system is not included.
- 26ga. exposed fastener Classic Rib full ceiling liner finished in standard paint in Standard manufacturers colors.

Code:

FBC 2020

150 mph. Exposure "C"

20.0 non-reducible live load

15 psf. collateral load

Risk category III Substantial Hazard

Drawings, Electronic only

1 Anchor Rod Plan w/ Reactions Final Seal (11" x 17")

1 Standard Erection Final Sealed (11" x 17")

1 Standard Approval ID Note (11" x 17")

1 Letter of Cert. Final Sealed

Deflections:

Purlins: Live L/240

Rafters: Live L/240

Side sway: Portal Frame Serviceability Wind H/180

Frame: Live H/180

Installation.....\$ 58,100.00

Provide all equipment, qualified personnel, tools transportation and expenses to install the said project in a timely, workmen like manner. **Price is based on all interior liner panels being installed before and owner equipment is installed in the building.**

Page 3/ Crestview WWTP Dewatering Building

Project Notes:

All testing, Testing fees, permit fees, and permitting is excluded.

Power sanitation and waste disposal are the responsibility of others. House keeping will be performed by Cardinal Building Systems daily.

All elevations and grade is the responsibility of others.

Estimate is based on a complete slab for the entire building foot print. Partial slabs will result in price increase due to additional equipment or the need for all terrain equipment need for interior work.

Cardinal Building Systems is not responsible for damage to any unmarked utilities, underground or security for materials on site.

Customer is to provide stable access for equipment, fork lifts, and vehicles up to and around the building perimeter for 30' and convenient laydown area for staging materials as per the MBMA and IAS.

All concrete, grouting, anchor bolts, anchor bolt placement, surveying and as-builts are excluded.

Approved drawings are final. Any adds or changes to the building after the shop drawings are approved will result in a change order.

All primary and secondary members to be shop primed Red, no field or touch paint is included.

All primary and secondary members are primed, no Hot dipped galvanized is supplied.

All materials provided are single sourced.

No additional collateral loads, point loads or deflections are included other than what has been supplied above.

Erector has erected 10+ project equal to or greater than this one.

40 hours per week, 4 @ 10hr. days is included this proposal.

Frieght and sales tax is included in all material costs.

No performance or payment bonds are included

An additional fee of \$50.00 will be accessed for each set of drawings requiring a wet or raised stamp.

Installation of deck tites for roof stacks will have an additional charge of \$65.00 and must be installed while still on site.

RTU's, windows, doors, louvers and fans are not included.

Any modifications on site will beyond the original scope of work will cost \$ 65.00 a man hour plus material and equipment.

The terms of this proposal is non-negotiable unless authorized in writing prior to order for production/schedule for schedule for commencement of work.

This proposal must be included on all contracts submitted to Cardinal Building Systems Inc. for signature. Maximum 10% retainage to be held on all Materials pay request. All final Payments to be paid within 30 days of completion.

Page 4/ Crestview WWTP Dewatering Building

Due to fluctuating steel prices in todays market, the cost of this building will be honored if the building is ordered by 01.05.2022 a Allow 6 to 8 weeks for approval drawings. Allow 30 +/- weeks for fabrication. Farication does not begin until drawings are returned marked as approved or approved as noted. When approval drawings are returned pricing will be updated. 4% of building cost will be billed upon receipt of approval drawings.

Respectfully Submitted by: Joseph A. Sickmeyer

Joseph A. Sickmeyer

Vice President, Cardinal Building Systems



PRICING UPDATE

December 8, 2021

To Our Valued Nucor Building Systems - South Carolina Builder.

Effective **Thursday, December 9th**, Nucor Buildings Group will increase our pricing by approximately **11% +/-**.

This price increase reflects the continuation of a strong demand across most markets in North America. We continue to see record level backlogs, extended lead times, solid order entry rates, and inflationary aspects influencing some non-material input costs. As we mentioned in our previous announcements, Nucor expects this trend to continue well into 2022.

We will continue to honor our long-standing practice of quotes being **valid for 30 days, and honor our pricing through shipment** provided the scope and schedule do not change and the project ships before our pre-determined Must Ship by date

Now more than ever our team's commitment is to work relentlessly to earn your business by executing on what's most important to you on each and every project we do.

We are grateful for your business and our ongoing partnership, thank you.

Fit, On time delivery, Competitive pricing, Unbearable service, Solutions that work...FOCUS.



Cardinal Building Systems

6231 West Boulevard Melrose, FL. 32666
(352) 475-2332

May 17, 2021

Attn: Justin Hanson
Sawcross INC.

Re: Crestview WWTP Dewatering Building
5101 Arena Rd.
Crestview, FL. 32536

Cardinal Building Systems proposes to supply the following scope.

Nucor Pre-Engineered building cost.....\$ 213,575.00
Includes all sales tax and freight.

Building description: Dewatering Building

- 31'2"x77'x24' low side single slope with 1:12 roof slope and minimum of 21' interior clearance
- Side wall bay spacing's are 1@26', 1@25' and 1@26' Bypass girt condition.
- End wall column spacings are 1@31'2" Bypass girt condition.
- End wall frames are ridged Clear span non expandable.
- Frames 2 and 3 are ridged clear span.
- All frame base plates are elevated 8" to sit on a curb.
- All primary members are Hot dipped galvanized. All secondary members are cold rolled pre-galvanized.
- Side walls are braced with portal frames between lines 1 and 2. End walls do not require bracing and the roof is braced with Rods.
- There are 5 pipe support beams attached to the rafters below ceiling liner. 3 in bay 1 and 3 in bay 3. Assume each beam to be loaded for 1,000 lbs.
- 4@12'x12' framed openings for roll up doors, 1 on each end wall and 2 on the high side wall in the end bays facing the Lean to. 2@ 3'4"x7'2" framed openings for personnel door. 1 on each end wall. 2@2'x2' framed openings located on the High side wall in the center bay. 1@ 4'x4' and 1@3'x3' framed openings for an exhaust fan and a louver, 1 located on each end wall.
- All walls are sheeted with 26ga. exposed fastener Classic Rib panels from the FF. to the eaves. Wall panels and trims are finished in Kynar in standard manufacturer colors. VRR laminated, R-19 single layer insulation system is included.
- 24ga. mechanically seamed CFR roof system with gutters and downs on the low side wall finished in Kynar in standard manufacturer colors. VRR Laminated, R-30 long tab banded dual layer insulation system included.
- 26ga. exposed fastener Classic Rib full wall and ceiling liner finished in standard paint in Standard manufacturers colors.

Page 2/ Crestview WWTP Dewatering Building

Building Description: Lean-To

- 20'x77'x24'11" low side Lean-To with 22'5" minimum interior clearance.
- Side wall spacing is 1@26', 1@25' and 1@26' Flush mount girt condition.
- End wall column spacings are 1@20' Bypass girt condition.
- End wall frames are ridged Clear span non expandable.
- Frames 2 and 3 are ridged clear span.
- All frame base plates are elevated 3'6" to sit on a curb.
- All primary members are Hot dipped galvanized. All secondary members are cold rolled pre-galvanized.
- Low side wall is braced with portal frame between lines 1 and 2. End walls do not require bracing and the roof is braced with Rods.
- There are 3 pipe support beams attached to the rafters below ceiling liner. 3 in bay 2. Assume each beam to be loaded for 1,000 lbs.
- Full perimeter wall deletions. All wall panels and girts removed. The low side wall and both end walls are open for wind. The high side wall is open to Dewatering Building.
- 24ga. mechanically seamed CFR roof system with gutters and downs on the low side wall finished in Kynar in standard manufacturer colors. Insulation system is not included.
- 26ga. exposed fastener Classic Rib full ceiling liner finished in standard paint in Standard manufacturers colors.

Code:

FBC 2020

150 mph. Exposure "C"

20.0 non-reducible live load

15 psf. collateral load

Risk category III Substantial Hazard

Drawings, Electronic only

1 Anchor Rod Plan w/ Reactions Final Seal (11" x 17")

1 Standard Erection Final Sealed (11" x 17")

1 Standard Approval ID Note (11" x 17")

1 Letter of Cert. Final Sealed

Deflections:

Purlins: Live L/240

Rafters: Live L/240

Side sway: Portal Frame Serviceability Wind H/180

Frame: Live H/180

Installation.....\$ 58,100.00

Provide all equipment, qualified personnel, tools transportation and expenses to install the said project in a timely, workmen like manner. **Price is based on all interior liner panels being installed before and owner equipment is installed in the building.**

Page 3/ Crestview WWTP Dewatering Building

Project Notes:

All testing, Testing fees, permit fees, and permitting is excluded.

Power sanitation and waste disposal are the responsibility of others. House keeping will be performed by Cardinal Building Systems daily.

All elevations and grade is the responsibility of others.

Estimate is based on a complete slab for the entire building foot print. Partial slabs will result in price increase due to additional equipment or the need for all terrain equipment need for interior work.

Cardinal Building Systems is not responsible for damage to any unmarked utilities, underground or security for materials on site.

Customer is to provide stable access for equipment, fork lifts, and vehicles up to and around the building perimeter for 30' and convenient laydown area for staging materials as per the MBMA and IAS.

All concrete, grouting, anchor bolts, anchor bolt placement, surveying and as-builts are excluded.

Approved drawings are final. Any adds or changes to the building after the shop drawings are approved will result in a change order.

All primary and secondary members to be shop primed Red, no field or touch paint is included.

All primary and secondary members are primed, no Hot dipped galvanized is supplied.

All materials provided are single sourced.

No additional collateral loads, point loads or deflections are included other than what has been supplied above.

Erector has erected 10+ project equal to or greater than this one.

40 hours per week, 4 @ 10hr. days is included this proposal.

Frieght and sales tax is included in all material costs.

No performance or payment bonds are included

An additional fee of \$50.00 will be accessed for each set of drawings requiring a wet or raised stamp.

Installation of deck tites for roof stacks will have an additional charge of \$65.00 and must be installed while still on site.

RTU's, windows, doors, louvers and fans are not included.

Any modifications on site will beyond the original scope of work will cost \$ 65.00 a man hour plus material and equipment.

The terms of this proposal is non-negotiable unless authorized in writing prior to order for production/schedule for schedule for commencement of work.

This proposal must be included on all contracts submitted to Cardinal Building Systems Inc. for signature. Maximum 10% retainage to be held on all Materials pay request. All final Payments to be paid within 30 days of completion.

Page 4/ Crestview WWTP Dewatering Building

Due to fluctuating steel prices in todays market, the cost of this building will be honored if the building is ordered by 06.16.2021 and delivered by 10.06.2021. Allow 6 to 8 weeks for approval drawings. Allow 20 to 24 weeks for fabrication. Farication does not begin until drawings are returned marked as approved or approved as noted. When approval drawings are returned pricing will be updated. 4% of building cost will be billed upon receipt of approval drawings.

Respectfully Submitted by: Joseph A. Sickmeyer

Joseph A. Sickmeyer

Vice President, Cardinal Building Systems



AQUA-AEROBIC SYSTEMS, INC.
A Watercare Company

\$75,723.⁰⁰

• increase of \$2,223.⁰⁰

Proposal # 61421

TO: All Bidding Contractors

Crestview, Florida
USA

PROJECT: CRESTVIEW FL
Crestview, FL
USA-MUN

ATN: Cost Estimator

PROPOSAL DATE: May 7, 2021

CC: Cahaba Water Solutions, Inc., Rob Coleman

BID DATE: May 18, 2021

If billing and/or shipping address is different, please advise.

Qty	Description
	We are pleased to quote, for acceptance within (30) days of this date, prices and terms on equipment listed below. We expect submittals to be completed and in transit to you within (2-4) weeks* after receipt of order, acceptable terms and conditions, and guarantee of payment. Shipment of equipment will be completed (12-14) weeks* after receipt of approved Engineer's submittal data and release for manufacture. *Note: Submittal and equipment shipment schedules may be adjusted at time of order, depending on existing order backlog. - Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser. - The equipment furnished by Aqua-Aerobic Systems will meet the functional intent of the specifications as described in this proposal. - Reference: Specification Section 44 42 13 HIGH-SPEED MECHANICAL FLOATING AERATORS Aqua-Aerobic Systems, Inc. acknowledges Addenda 1-3
2	75 HP Model FSS Endura® Series Aqua-Jet® Aerator. Float is fiber reinforced polyester skin (FRP), filled with closed cell polyurethane foam. Volute and intake cone are 304 stainless steel. Propeller is 316 stainless steel. Diffusion head is monolithic casting of 304 stainless steel. Motor will be TEFC, premium efficient, 460 volt, 3 phase, 60 hertz, 1200 RPM with 1.15 Service Factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel. Explosion Proof Motor.
2	Each unit shall have a pivotal mooring system consisting of stainless steel pivotal mooring arm 26' long, complete with mooring hardware, including 304 stainless steel cable, 316 stainless steel clips, thimbles, and quick disconnects.
2	Low trajectory diffuser assembly, clamp on style
2	304 Stainless steel wall bracket for round basin installation. 42" standoff.
2	Set(s) of 100ft Electrical Cable and Appurtenance for 460V, 75HP operation Includes electrical cable, kellums, and spiral wraps.
3	Wall mounted pulley assembly for 1/4" mooring cable.



- 100 Feet, 7 X 19 X 1/4" high flex 304 stainless steel mooring cable.
- 4 3/16" - 1/4" 316 stainless steel wire rope thimble.
- 8 Cable clip(s) 3/16" U-bolt.
- 2 3/8" diameter 316 stainless steel quick disconnect snaphook(s).
- 2 Wet testing for 75HP unit.
- 2 Taper lock cord grip fitting(s), 2.50" NPT, to fit power cable with overall diameter of 1.625" to 2.00".
- 2 Hex Bush Galv 3.00" X 2.50"

WARNING:

The Aqua-Jet® Aerator has a high velocity, upwardly directed hydraulic flow directly below the unit. In addition, horizontal surface velocities persist for some distance from the unit. These flow patterns may, in some instances, cause damage to basin bottoms or walls, creating leaking potential. In earthen or lined basins, Aqua-Aerobic Systems recommends the use of a concrete pad on the basin bottom directly below the aerator. If concrete is known to be nonresistant to the waste, other materials should be investigated. Riprapping, or similar means of bank protection can protect basin walls. If basin contains toxic wastes, user is advised to obtain engineering advice as to basin design and construction necessary to prevent possible erosion and leakage. Aqua-Aerobic Systems assumes no liability or responsibility for any damage to basin bottoms or walls, or for any injuries or damages resulting therefrom.

- Destination Control Statement These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-users(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

COMMERCIAL NOTES:

- Freight to jobsite is included, FOB Crestview, FL 32536, as included in the Pricing Summary, below. If shipment is to be provided to another location, additional freight charges may apply.

-Installation start-up supervision is included in the total job price. Aqua-Aerobic Systems' consent to video recording our factory representatives during field services/operator training shall be in accordance with Aqua-Aerobic Systems' "Customer Video Recording Notice" included within our submittal and/or O&M manual(s). Copy available upon request.



- Payable net 30 days from date of shipment subject to credit review; no retainage allowed.
- Unless specifically stated herein, state and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.
- The state does not allow for flow down of tax exempt status to non-municipal purchasers (i.e., General Contractors, repair shops, etc.) Non Municipal purchasers are required to pay sales taxes. Please include all taxes on all proposals/direct bids to non-municipal purchasers. For "All Bidding Contractors" Proposals use Master Notes Note Number "Taxes-No FlowDown to Non-Muni" when proposing, and at order processing confirm the Non Municipal purchaser has separately stated and added taxes to their PO.

SPECIFICATION SECTION:

Aqua-Aerobic Systems' equipment offering is based upon Specification Section 44 42 13 HIGH-SPEED MECHANICAL FLOATING AERATORS. Aqua-Aerobic Systems reserves the right to revise its offering and price should any other Specifications Sections or contract drawings apply to Aqua-Aerobic Systems' scope of supply.

Aqua-Aerobic Systems, Inc. acknowledges Addenda 1-3

GENERAL NOTES:

Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

TRADEMARKS: Aqua-Aerobic, Aqua-Jet, Aqua-Jet II, AquaDDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Float, Aqua MixAir, AquaCAM-D, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquaEnsure, Aqua EnduraTube, Aqua EnduraDisc, Aqua CB-24, AquaDisk, AquaDiamond, AquaDrum, Aqua MiniDisk, Aqua MegaDisk, AquaPrime, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbilite, AquaMB Process, Aqua-Aerobic MBR, Aqua UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua ElectroOzone, SpareCare, IntelliPro, Aqua Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

PROCESS NOTE:

Aqua-Aerobic Systems is providing this proposal without reviewing the process application requirements. Aqua-Aerobic Systems cannot take responsibility for these requirements. If the review of the application indicates that additional equipment is required, Aqua-Aerobic Systems reserves the right to revise our offering to meet the requirements.

SCOPE OF SUPPLY Exceptions/Clarifications are integral to this proposal as follows:

Control panels, junction boxes, anchors and eyebolts are not included in Aqua-Aerobic Systems' scope of supply or price and shall be supplied by others.

PRICING NOTE:

Due to the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.

Proposal Date: May 7, 2021

Proposal # 61421



**AQUA-AEROBIC
SYSTEMS, INC.**
A Metawater Company

Pricing Summary

StartUp Supervision (Rep):

Included

Freight:

Included

Total Job Price:

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A Metawater Company)": Any different or additional terms are hereby objected to.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefor: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: _____

By: _____ **Date:** _____

Offer Respectfully Submitted,

Alan Rice, Product Manager - Aeration and Mixing
Aqua-Aerobic Systems, Inc.



AQUA-AEROBIC SYSTEMS, INC.
A Motowater Company

Cahaba
\$ 73,000 ~~88,000~~

Proposal # 61421

TO: All Bidding Contractors

Crestview, Florida
USA

PROJECT: CRESTVIEW FL
Crestview, FL
USA-MUN

ATN: Cost Estimator

PROPOSAL DATE: May 7, 2021

CC: Cahaba Water Solutions, Inc., Rob Coleman

BID DATE: May 18, 2021

If billing and/or shipping address is different, please advise.

Qty	Description
	We are pleased to quote, for acceptance within (30) days of this date, prices and terms on equipment listed below. We expect submittals to be completed and in transit to you within (2-4) weeks* after receipt of order, acceptable terms and conditions, and guarantee of payment. Shipment of equipment will be completed (12-14) weeks* after receipt of approved Engineer's submittal data and release for manufacture. *Note: Submittal and equipment shipment schedules may be adjusted at time of order, depending on existing order backlog. - Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser. - The equipment furnished by Aqua-Aerobic Systems will meet the functional intent of the specifications as described in this proposal. - Reference: Specification Section 44 42 13 HIGH-SPEED MECHANICAL FLOATING AERATORS Aqua-Aerobic Systems, Inc. acknowledges Addenda 1-3
2	75 HP Model FSS Endura® Series Aqua-Jet® Aerator. Float is fiber reinforced polyester skin (FRP), filled with closed cell polyurethane foam. Volute and intake cone are 304 stainless steel. Propeller is 316 stainless steel. Diffusion head is monolithic casting of 304 stainless steel. Motor will be TEFC, premium efficient, 460 volt, 3 phase, 60 hertz, 1200 RPM with 1.15 Service Factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel. Explosion Proof Motor.
2	Each unit shall have a pivotal mooring system consisting of stainless steel pivotal mooring arm 26' long, complete with mooring hardware, including 304 stainless steel cable, 316 stainless steel clips, thimbles, and quick disconnects.
2	Low trajectory diffuser assembly, clamp on style
2	304 Stainless steel wall bracket for round basin installation. 42" standoff.
2	Set(s) of 100ft Electrical Cable and Appurtenance for 460V, 75HP operation Includes electrical cable, kellums, and spiral wraps.
3	Wall mounted pulley assembly for 1/4" mooring cable.



-
- | | |
|-----|--|
| 100 | Feet, 7 X 19 X 1/4" high flex 304 stainless steel mooring cable. |
| | |
| 4 | 3/16" - 1/4" 316 stainless steel wire rope thimble. |
| | |
| 8 | Cable clip(s) 3/16" U-bolt. |
| | |
| 2 | 3/8" diameter 316 stainless steel quick disconnect snaphook(s). |
| | |
| 2 | Wet testing for 75HP unit. |
| | |
| 2 | Taper lock cord grip fitting(s), 2.50" NPT, to fit power cable with overall diameter of 1.625" to 2.00". |
| | |
| 2 | Hex Bush Galv 3.00" X 2.50" |

WARNING:

The Aqua-Jet® Aerator has a high velocity, upwardly directed hydraulic flow directly below the unit. In addition, horizontal surface velocities persist for some distance from the unit. These flow patterns may, in some instances, cause damage to basin bottoms or walls, creating leaking potential. In earthen or lined basins, Aqua-Aerobic Systems recommends the use of a concrete pad on the basin bottom directly below the aerator. If concrete is known to be nonresistant to the waste, other materials should be investigated. Riprapping, or similar means of bank protection can protect basin walls. If basin contains toxic wastes, user is advised to obtain engineering advice as to basin design and construction necessary to prevent possible erosion and leakage. Aqua-Aerobic Systems assumes no liability or responsibility for any damage to basin bottoms or walls, or for any injuries or damages resulting therefrom.

- Destination Control Statement These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-users(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

COMMERCIAL NOTES:

- Freight to jobsite is included, FOB Crestview, FL 32536, as included in the Pricing Summary, below. If shipment is to be provided to another location, additional freight charges may apply.

-Installation start-up supervision is included in the total job price. Aqua-Aerobic Systems' consent to video recording our factory representatives during field services/operator training shall be in accordance with Aqua-Aerobic Systems' "Customer Video Recording Notice" included within our submittal and/or O&M manual(s). Copy available upon request.



- Payable net 30 days from date of shipment subject to credit review; no retainage allowed.
- Unless specifically stated herein, state and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.
- The state does not allow for flow down of tax exempt status to non-municipal purchasers (i.e., General Contractors, repair shops, etc.) Non Municipal purchasers are required to pay sales taxes. Please include all taxes on all proposals/direct bids to non-municipal purchasers. For "All Bidding Contractors" Proposals use Master Notes Note Number "Taxes-No FlowDown to Non-Muni" when proposing, and at order processing confirm the Non Municipal purchaser has separately stated and added taxes to their PO.

SPECIFICATION SECTION:

Aqua-Aerobic Systems' equipment offering is based upon Specification Section 44 42 13 HIGH-SPEED MECHANICAL FLOATING AERATORS. Aqua-Aerobic Systems reserves the right to revise its offering and price should any other Specifications Sections or contract drawings apply to Aqua-Aerobic Systems' scope of supply.

Aqua-Aerobic Systems, Inc. acknowledges Addenda 1-3

GENERAL NOTES:

Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

TRADEMARKS: Aqua-Aerobic, Aqua-Jet, Aqua-Jet II, AquaDDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Float, Aqua MixAir, AquaCAM-D, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquaEnsure, Aqua EnduraTube, Aqua EnduraDisc, Aqua CB-24, AquaDisk, AquaDiamond, AquaDrum, Aqua MiniDisk, Aqua MegaDisk, AquaPrime, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbilite, AquaMB Process, Aqua-Aerobic MBR, Aqua UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua ElectroOzone, SpareCare, IntelliPro, Aqua Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

PROCESS NOTE:

Aqua-Aerobic Systems is providing this proposal without reviewing the process application requirements. Aqua-Aerobic Systems cannot take responsibility for these requirements. If the review of the application indicates that additional equipment is required, Aqua-Aerobic Systems reserves the right to revise our offering to meet the requirements.

SCOPE OF SUPPLY Exceptions/Clarifications are integral to this proposal as follows:

Control panels, junction boxes, anchors and eyebolts are not included in Aqua-Aerobic Systems' scope of supply or price and shall be supplied by others.

PRICING NOTE:

Due to the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.

Proposal Date: May 7, 2021

Proposal # 61421



**AQUA-AEROBIC
SYSTEMS, INC.**
A MetaWater Company

Pricing Summary

StartUp Supervision (Rep):

Included

Freight:

Included

Total Job Price:

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)****Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

Company: _____

By: _____ **Date:** _____

Alan Rice, Product Manager - Aeration and Mixing
Aqua-Aerobic Systems, Inc.

\$422,940.00

May 17, 2021

Increase of
\$23,940.00



To: All Bidding Contractors

Alfa Laval, Inc
10470 Deer Trail Dr.
Houston, TX 77038
800-362-9041

Ref: Crestview WWTP- Solids Handling Improvement
Belt Filter Press
Specification Section: 44 46 16 Addenda: 1-2
Alfa Laval Quote: 0120950 Rev. 1
Bid Date: May 18, 2021

Gentlemen,

On behalf of Alfa Laval, Inc. and Eco-Tech, Inc., we thank you for the opportunity to offer our proposal for your consideration on this project. In our fifty years of manufacturing BFPs (140 years in separating equipment) and our large install base of over 4000+ BFP installs worldwide, we recommended the following machine:

QUANTITY

DESCRIPTION

- (1) **Alfa Laval AS-H Belt Press G3 200 (Klampress® KPZ High Solids), 2.0 Meter Belt Filter Press (BFP), complete with 20 gallon floor mounted hydraulic system for belt tensioning and steering. Machine will be 70 PLI. The BFP shall have an independent gravity section and a vertical pressure section. All components will be fabricated of the finest in corrosion resistant material: the frame will be 316 Bent rolled and gusseted stainless steel with industry leading safety factor, Our standard "Fortress" stainless 316 Dodge bearing housings, chicane rods and holders shall be 316 stainless steel, and all sheet metal components will be Type 316L stainless steel. The pressure section will have 10 rollers**
- (1) **Main Control Panel,**
(1) Enclosure, NEMA 4X, 316SS, 2-door, floormount
(1) Main circuit breaker with disconnect
(1) 480V, 3-phase surge suppression device
(1) Phase monitor relay
(1) Control power transformer
(1) 120V, 1-phase surge suppression device/ noise filter
(1) ABB ACS580 VFD, 7.5 HP VFD with circuit protection and (2) overload relays
(2 – PRESSURE SECTION DRIVES)
(1) ABB ACS580 VFD, 3 HP VFD with circuit protection (GRAVITY SECTION DRIVE)
(1) ABB ACS580 VFD, 0.75 HP VFD with circuit protection (SLUDGE DISTRIBUTOR)
(1) Schneider, NEMA Size 0, non-reversing starter with circuit protector (HPU)
(1) Schneider, NEMA Size 2, non-reversing starter with circuit protector (WWBP)

(1) Allen Bradley, CompactLogix 1769-L33ER processor, with I/O as required
 (1) PanelView Plus 7 HMI, 10-inch
 (1) 24VDC power supply
 (1) Managed ethernet switch, 6 copper ports, 2 fiber ports
 (1) Fiber optic patch panel
 (1) Alarm horn
 (1) CONTROL POWER ON/OFF selector switch
 (1) CONTROL POWER ON pilot light
 (1) ESTOP pushbutton
 (1) ALARM SILENCE pushbutton
 (1) ALARM RESET pushbutton
 (1) LED light fixture
 (1) UPS, 1500VA
 (1) Air conditioner, NEMA 4X, 316SS
 Corrosion inhibitor capsules as required
 Relays, terminal blocks, circuit protection, wire duct as required
 Includes, design submittal, programming, un-witnessed factory testing, and UL label

- (1) **Inline, Non-clog, Variable Orifice Mixer**, complete with an injection manifold system and a four port vortex polymer injection ring.
- (1) **Wash Water Booster Pump**, which will be a Goulds 3656 centrifugal pump. The pump shall be capable of boosting 120 gpm of wash water by 40 psi differential.
- (1) Lot **Spare Parts**, which shall be provided as follows:
 One set of filter belts
 One set of sensor paddles
 One set of doctor blades
 One set of bearings of each size used
 One set of rubber seals for the gravity zone, wedge zone & washbox
 One tool kit with metal tool box
 One pushbutton, selector switch and pilot light assembly of each type
 Two pilot light lamps of each color
 Five fuses of each type used
 One surge suppressor of each type used
 One VFD of each size supplied
- (1) Lot **Field service**, one service technician shall be supplied as follows:
 One trip and four days for installation inspection and start up
 One trip and four days for training, functional test and pre-performance test
 One trip and four days for performance testing
- (1) Lot **Freight**, this shall be to the jobsite. (offloading to be by others).

Clarifications, Exceptions & Recommendations:

Section 44 46 16

1.01 B: The BFP will not be skid mounted.

1.03 A.4: The BFP will be assembled in Alfa Laval's Houston, TX facility. However, many of the parts will be purchased or manufactured in our vendors facilities.

1.09: Our warranty does not cover wearable/consumable items.

2.05 D.3: The KPZ HS has seven rows of plows in lieu of the specified.

2.05 F.1: Three of the rollers in the pressure section will have diameters less than 12 inches. One will be 11.75 inches the other two will have diameters of 11.25 inches.

2.05 H.3: As specified, we are providing hydraulic tracking and tensioning. A pneumatic actuator will not be provided.

2.05 J.3.e: The KPZ HS will need 120 gpm for washwater. The pump offered above is rated for 120 gpm.

2.05 P.1.a: The stainless-steel anchor bolts will not be coated.

The sludge pump VFD is not included in our proposal.

Section 26 29 23

1.06: Specified – Furnish for each drive unit: complete set of components likely to fail in normal service. This is very vague; therefore, we have included a complete spare VFD to meet this requirement. Typically our mechanical drives last 15-20 years before any issues.

Interconnecting piping and wiring between Alfa Laval equipment and other ancillary equipment shall be by others. Unless otherwise specified in this proposal, all installation of equipment supplied by Alfa Laval shall be by others.

Unless otherwise listed the polymer and lab services for the performance test and start-up shall be by others and is not part of Alfa Laval's scope of supply.

Unless otherwise specified in this proposal, all local motor disconnect devices and/or local motor lock-outs that may be required by a governing electrical code shall be provided and installed by others.

Total price: \$ Contact Eco-Tech (Mike Sims) for Pricing (813-760-5508), DDP, Jobsite Incoterms 2020.
Offloading to be by others.

Purchase Orders should be made to “Alfa Laval, Inc.”

Proposal Acceptance:

This proposal is offered for acceptance within sixty (60) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Purchase Order and notice to proceed within this sixty (60) day period.

Submittal Drawings:

Mechanical submittal and drawings on the preceding equipment will be submitted in accordance with the required delivery date of the equipment and after receipt of a firm purchase order. We currently estimate 8-12 weeks from receipt of executed Purchase Order.

Note: A purchase order signed by both Alfa Laval and the purchase order originator must be executed prior to any submittal being forwarded.

Alfa Laval has allowed thirty (30) days for the review and return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owner, owner's agent or engineer may result in additional charges of 1% per month for such delays or part thereof, or may delay shipment of the equipment as noted below.

Shipment:

Shipment on the preceding equipment can typically be made within sixteen to eighteen (16-18) weeks from receipt of approved submittals and/or release to manufacture. If your delivery needs are more urgent, please contact us at the time of order placement to confirm current production schedules. Early shipment of embedded metal work can usually be made but will be shipped at the purchaser's expense.

Escalation Charges:

In the event that delivery of equipment cannot be made on the scheduled delivery date agreed upon between Alfa Laval and Purchaser and as evidenced by the terms of the contract, due to Purchaser delay, Alfa Laval reserves the right to assess reasonable escalation charges to the project at the rate of 1% per month of the contract value for material price escalation for each month that the project is delayed.

Given the current volatility in steel prices over the past twelve months, Alfa Laval has made this offer based upon shipment of the offered products contained herein within the schedule dictated above. Should

Crestview, FL
Alfa Laval Quote No: 0120950 Rev. 1
May 17, 2021
Page 5

the projected shipment schedule fall outside this period for any reason, pricing shall be subject to review and revision.

Terms:

Alfa Laval's Standard Terms and Conditions are enclosed and apply in their entirety. All applicable sales, use or other taxes are to be paid by Purchaser. If any taxes are to be paid by seller, the quotation price shall automatically be increased by the same amount. Failure to pay invoices promptly when due nullifies Alfa Laval's obligation to perform work under warranty, installation and start-up in a timely manner.

All orders are subject to credit approval prior to acceptance of contract or purchase order.

Payment Terms:

10% with order
10% upon approval of submittals
75% upon delivery
5% upon completion of start-up, not to exceed 120 days from delivery.

General Notes:

There is no provision included in the quoted price, unless noted, for field erection supervision, tests, inspections or adjustment of equipment. If factory representative is required for any of these services, please refer to "Service Terms" enclosed. The equipment offered by Alfa Laval is our standard design, materials and manufacture. In the event that these items of equipment are subject to any alteration in design or materials or manufacture by the contractor, owner, owner's agent or engineer, such alterations shall be subject to change in the contract price and/or delivery schedule.

Again, we thank you for the opportunity to offer this proposal. Should you have any questions, please feel free to contact us, or our representative noted below.

Sincerely,

Mark Schlitzkus
Mark Schlitzkus
Regional Sales Manager

Cc: Mike Sims / Eco-Tech, Inc.

ALFA LAVAL, INC
FIELD SERVICE RATES
(Effective January 1, 2020)

	<u>List Price</u>
Daily Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$2,250/day plus airfare
Daily Overtime: Any work on site or traveling in addition to the hours associated with the Daily Rate Monday through Friday.	\$225/hr
Saturday Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Saturday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$3,000/day plus airfare
Sunday Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Sunday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$4,000/day plus airfare
Training Scheduled process audits, classroom and/or hands-on maintenance and operator instructional training. This includes all expenses except airfare.	\$2,500/day Plus airfare

Field Service outside the US will be quoted upon request.

Payment Terms - payable immediately upon receipt of invoice.

Service may be refused to any area designated as High Risk by Alfa Laval Ashbrook, such refusal shall take precedence over any other agreed terms.

Normal Working Time

Eight hours per day with one hour for lunch, Monday - Friday, except observed U.S. holidays.

Limits of Liability

While Alfa Laval Ashbrook's technicians are authorized to work on Alfa Laval equipment, all responsibility for operation remains and rests with the Customer. In no event shall Alfa Laval be liable for damages or injuries of any kind, including but not limited to incidental, consequential, direct or indirect damages, resulting from or caused by any product furnished or service performed by Alfa Laval. Consequential damages for the purposes of this agreement shall include, but not be limited to, loss of use, income or profit, or loss of or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise.

Authorization

Alfa Laval shall not make any travel arrangements or commence any service work until an executed Purchase Order for the work has been received from the Customer.

WARRANTY (STD TRM&CND Rev 5, 2Mar09)

ALFA LAVAL, INC warrants for a period of thirty-six (36) months from start up, not to exceed forty-two (42) months from date of shipment, the new equipment of its own manufacture to be free from defects in material and workmanship under normal use and service when used and maintained in accordance with Operation and Maintenance Instruction Manual supplied by Alfa Laval. Alfa Laval obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be defective, providing that such part is, upon request, returned to Alfa Laval's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect or from improper operation, maintenance, installation, modification, or adjustment. This warranty excludes consumable parts, which are warranted for a period of thirty days from start up. THIS IS ALFA LAVAL'S SOLE WARRANTY WITH RESPECT TO THE SUPPLIED EQUIPMENT. ALFA LAVAL MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR/INTENDED PURPOSE ARE HEREBY DISCLAIMED BY ALFA LAVAL AND EXCLUDED.

Alfa Laval shall not be liable for indirect or consequential damages, whether or not caused by its neglect. Consequential damages for the purposes of this agreement shall include, but not be limited to, loss of use, income or profit, or loss of or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise. Alfa Laval's liability under no circumstances shall exceed the contract price for equipment claimed to be defective or unsuitable.

"Start up" for the purpose of this agreement shall be the date when the equipment is first placed into operation regardless of the status of other items, i.e. sludge feed systems, polymer feed systems, conveyors, etc., at that time.

All parts repaired or replaced under this warranty shall continue coverage on a prorated basis of the original warranty.

Alfa Laval shall in no event be liable for damage caused by acts of force majeure, including but not limited to acts of war, fires, acts of God, strikes and labor difficulties, acts of governmental or military authorities, civil unrest, or causes of any kind beyond Alfa Laval's control.

Service may be refused to any area designated as High Risk by Alfa Laval. This refusal shall take precedence over any other agreed terms.

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services"). As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT:** Payment terms are (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

Biosolids Group, 01/11

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety-day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing, and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement

indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

May 17, 2021

Scope
EcoTech
\$ 379,000


To: All Bidding Contractors

Alfa Laval, Inc
10470 Deer Trail Dr.
Houston, TX 77038
800-362-9041

Ref: Crestview WWTP- Solids Handling Improvement
Belt Filter Press
Specification Section: 44 46 16 Addenda: 1-2
Alfa Laval Quote: 0120950 Rev. 1
Bid Date: May 18, 2021

Gentlemen,

On behalf of Alfa Laval, Inc. and Eco-Tech, Inc., we thank you for the opportunity to offer our proposal for your consideration on this project. In our fifty years of manufacturing BFPs (140 years in separating equipment) and our large install base of over 4000+ BFP installs worldwide, we recommended the following machine:

QUANTITY

DESCRIPTION

- (1) **Alfa Laval AS-H Belt Press G3 200 (Klampress® KPZ High Solids)**, 2.0 Meter Belt Filter Press (BFP), complete with 20 gallon floor mounted hydraulic system for belt tensioning and steering. Machine will be 70 PLI. The BFP shall have an independent gravity section and a vertical pressure section. All components will be fabricated of the finest in corrosion resistant material: the frame will be 316 Bent rolled and gusseted stainless steel with industry leading safety factor, Our standard "Fortress" stainless 316 Dodge bearing housings, chicane rods and holders shall be 316 stainless steel, and all sheet metal components will be Type 316L stainless steel. The pressure section will have 10 rollers
- (1) **Main Control Panel,**
(1) Enclosure, NEMA 4X, 316SS, 2-door, floormount
(1) Main circuit breaker with disconnect
(1) 480V, 3-phase surge suppression device
(1) Phase monitor relay
(1) Control power transformer
(1) 120V, 1-phase surge suppression device/ noise filter
(1) ABB ACS580 VFD, 7.5 HP VFD with circuit protection and (2) overload relays
(2 – PRESSURE SECTION DRIVES)
(1) ABB ACS580 VFD, 3 HP VFD with circuit protection (GRAVITY SECTION DRIVE)
(1) ABB ACS580 VFD, 0.75 HP VFD with circuit protection (SLUDGE DISTRIBUTOR)
(1) Schneider, NEMA Size 0, non-reversing starter with circuit protector (HPU)
(1) Schneider, NEMA Size 2, non-reversing starter with circuit protector (WWBP)

(1) Allen Bradley, CompactLogix 1769-L33ER processor, with I/O as required
 (1) PanelView Plus 7 HMI, 10-inch
 (1) 24VDC power supply
 (1) Managed ethernet switch, 6 copper ports, 2 fiber ports
 (1) Fiber optic patch panel
 (1) Alarm horn
 (1) CONTROL POWER ON/OFF selector switch
 (1) CONTROL POWER ON pilot light
 (1) ESTOP pushbutton
 (1) ALARM SILENCE pushbutton
 (1) ALARM RESET pushbutton
 (1) LED light fixture
 (1) UPS, 1500VA
 (1) Air conditioner, NEMA 4X, 316SS
 Corrosion inhibitor capsules as required
 Relays, terminal blocks, circuit protection, wire duct as required
 Includes, design submittal, programming, un-witnessed factory testing, and UL label

- (1) **Inline, Non-clog, Variable Orifice Mixer**, complete with an injection manifold system and a four port vortex polymer injection ring.
- (1) **Wash Water Booster Pump**, which will be a Goulds 3656 centrifugal pump. The pump shall be capable of boosting 120 gpm of wash water by 40 psi differential.
- (1) Lot **Spare Parts**, which shall be provided as follows:
 One set of filter belts
 One set of sensor paddles
 One set of doctor blades
 One set of bearings of each size used
 One set of rubber seals for the gravity zone, wedge zone & washbox
 One tool kit with metal tool box
 One pushbutton, selector switch and pilot light assembly of each type
 Two pilot light lamps of each color
 Five fuses of each type used
 One surge suppressor of each type used
 One VFD of each size supplied
- (1) Lot **Field service**, one service technician shall be supplied as follows:
 One trip and four days for installation inspection and start up
 One trip and four days for training, functional test and pre-performance test
 One trip and four days for performance testing
- (1) Lot **Freight**, this shall be to the jobsite. (offloading to be by others).

Clarifications, Exceptions & Recommendations:

Section 44 46 16

1.01 B: The BFP will not be skid mounted.

1.03 A.4: The BFP will be assembled in Alfa Laval's Houston, TX facility. However, many of the parts will be purchased or manufactured in our vendors facilities.

1.09: Our warranty does not cover wearable/consumable items.

2.05 D.3: The KPZ HS has seven rows of plows in lieu of the specified.

2.05 F.1: Three of the rollers in the pressure section will have diameters less than 12 inches. One will be 11.75 inches the other two will have diameters of 11.25 inches.

2.05 H.3: As specified, we are providing hydraulic tracking and tensioning. A pneumatic actuator will not be provided.

2.05 J.3.e: The KPZ HS will need 120 gpm for washwater. The pump offered above is rated for 120 gpm.

2.05 P.1.a: The stainless-steel anchor bolts will not be coated.

The sludge pump VFD is not included in our proposal.

Section 26 29 23

1.06: Specified – Furnish for each drive unit: complete set of components likely to fail in normal service. This is very vague; therefore, we have included a complete spare VFD to meet this requirement. Typically our mechanical drives last 15-20 years before any issues.

Interconnecting piping and wiring between Alfa Laval equipment and other ancillary equipment shall be by others. Unless otherwise specified in this proposal, all installation of equipment supplied by Alfa Laval shall be by others.

Unless otherwise listed the polymer and lab services for the performance test and start-up shall be by others and is not part of Alfa Laval's scope of supply.

Unless otherwise specified in this proposal, all local motor disconnect devices and/or local motor lock-outs that may be required by a governing electrical code shall be provided and installed by others.

Total price: \$ Contact Eco-Tech (Mike Sims) for Pricing (813-760-5508), DDP, Jobsite Incoterms 2020.
Offloading to be by others.

Purchase Orders should be made to "Alfa Laval, Inc."

Proposal Acceptance:

This proposal is offered for acceptance within sixty (60) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Purchase Order and notice to proceed within this sixty (60) day period.

Submittal Drawings:

Mechanical submittal and drawings on the preceding equipment will be submitted in accordance with the required delivery date of the equipment and after receipt of a firm purchase order. We currently estimate 8-12 weeks from receipt of executed Purchase Order.

Note: A purchase order signed by both Alfa Laval and the purchase order originator must be executed prior to any submittal being forwarded.

Alfa Laval has allowed thirty (30) days for the review and return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owner, owner's agent or engineer may result in additional charges of 1% per month for such delays or part thereof, or may delay shipment of the equipment as noted below.

Shipment:

Shipment on the preceding equipment can typically be made within sixteen to eighteen (16-18) weeks from receipt of approved submittals and/or release to manufacture. If your delivery needs are more urgent, please contact us at the time of order placement to confirm current production schedules. Early shipment of embedded metal work can usually be made but will be shipped at the purchaser's expense.

Escalation Charges:

In the event that delivery of equipment cannot be made on the scheduled delivery date agreed upon between Alfa Laval and Purchaser and as evidenced by the terms of the contract, due to Purchaser delay, Alfa Laval reserves the right to assess reasonable escalation charges to the project at the rate of 1% per month of the contract value for material price escalation for each month that the project is delayed.

Given the current volatility in steel prices over the past twelve months, Alfa Laval has made this offer based upon shipment of the offered products contained herein within the schedule dictated above. Should

Crestview, FL
Alfa Laval Quote No: 0120950 Rev. 1
May 17, 2021
Page 5

the projected shipment schedule fall outside this period for any reason, pricing shall be subject to review and revision.

Terms:

Alfa Laval's Standard Terms and Conditions are enclosed and apply in their entirety. All applicable sales, use or other taxes are to be paid by Purchaser. If any taxes are to be paid by seller, the quotation price shall automatically be increased by the same amount. Failure to pay invoices promptly when due nullifies Alfa Laval's obligation to perform work under warranty, installation and start-up in a timely manner.

All orders are subject to credit approval prior to acceptance of contract or purchase order.

Payment Terms:

10% with order
10% upon approval of submittals
75% upon delivery
5% upon completion of start-up, not to exceed 120 days from delivery.

General Notes:

There is no provision included in the quoted price, unless noted, for field erection supervision, tests, inspections or adjustment of equipment. If factory representative is required for any of these services, please refer to "Service Terms" enclosed. The equipment offered by Alfa Laval is our standard design, materials and manufacture. In the event that these items of equipment are subject to any alteration in design or materials or manufacture by the contractor, owner, owner's agent or engineer, such alterations shall be subject to change in the contract price and/or delivery schedule.

Again, we thank you for the opportunity to offer this proposal. Should you have any questions, please feel free to contact us, or our representative noted below.

Sincerely,

Mark Schlitzkus
Mark Schlitzkus
Regional Sales Manager

Cc: Mike Sims / Eco-Tech, Inc.

ALFA LAVAL, INC
FIELD SERVICE RATES
(Effective January 1, 2020)

	<u>List Price</u>
Daily Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$2,250/day plus airfare
Daily Overtime: Any work on site or traveling in addition to the hours associated with the Daily Rate Monday through Friday.	\$225/hr
Saturday Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Saturday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$3,000/day plus airfare
Sunday Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Sunday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$4,000/day plus airfare
Training Scheduled process audits, classroom and/or hands-on maintenance and operator instructional training. This includes all expenses except airfare.	\$2,500/day Plus airfare

Field Service outside the US will be quoted upon request.

Payment Terms - payable immediately upon receipt of invoice.

Service may be refused to any area designated as High Risk by Alfa Laval Ashbrook, such refusal shall take precedence over any other agreed terms.

Normal Working Time

Eight hours per day with one hour for lunch, Monday - Friday, except observed U.S. holidays.

Limits of Liability

While Alfa Laval Ashbrook's technicians are authorized to work on Alfa Laval equipment, all responsibility for operation remains and rests with the Customer. In no event shall Alfa Laval be liable for damages or injuries of any kind, including but not limited to incidental, consequential, direct or indirect damages, resulting from or caused by any product furnished or service performed by Alfa Laval. Consequential damages for the purposes of this agreement shall include, but not be limited to, loss of use, income or profit, or loss of or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise.

Authorization

Alfa Laval shall not make any travel arrangements or commence any service work until an executed Purchase Order for the work has been received from the Customer.

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Alfa Laval shall not be liable for indirect or consequential damages, whether or not caused by its neglect. Consequential damages for the purposes of this agreement shall include, but not be limited to, loss of use, income or profit, or loss of or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise. Alfa Laval's liability under no circumstances shall exceed the contract price for equipment claimed to be defective or unsuitable.

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TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services"). As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT:** Payment terms are (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

Biosolids Group, 01/11

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety-day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing, and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement

indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.



QUOTATION

Q-371207.00

To: Sawcross Inc
10970 New Berlin Rd
Jacksonville, FL 32226-2270

Issued: Thursday, December 2, 2021

Expiration: Saturday, January 1, 2022

Sales Contact: Doug Kirchgessner

Direct: Cell: (850) 503-6426

Email: doug.kirchgessner@hilldockanddoor.com

Attn: Justin Hanson
Project Manager

Phone: 904-772-4611

Fax:

Email:

Reference: Crestview WWTP

Qty	Description	Price	Total
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4 Cornell Cookson

Insulated coiling Steel, Galvanex Gray, Motor, Photo Eyes, Keyed Lock, Interlocks

4 Install - Pensacola labor~

1 Freight

1 Forklift

1 Scissor Lift

1 Contract Fee

1 Lien Fee

Total Including Taxes:

\$59,607.28

Total Including Taxes:

\$59,607.28

increase of

\$20,339.²⁸

Qty	Description	Price	Total
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Scope of Work

- 1) UNLOADING & STORAGE: All unloading and storage of equipment purchased is the responsibility of the purchaser unless otherwise specified
- 2) INSTALLATION: All prices for installation are based on the following:
 - a) Unless specifically stated otherwise, all installation will be performed by factory-trained non-union personnel. If union labor is required, additional charges will apply.
 - b) All wire, wiring, conduit, electrical hookup, control wiring, mounting of control panels and outside lights (if applicable) by others.
 - c) Prices are based on installation of equipment during normal business hours and a normal business week. If specified work is to be done on weekend, additional charges will apply.
 - d) Pricing is also based on all equipment being installed on same trip with driveway to be poured prior to start of installation. Additional charges will be added if additional trips are involved due to site conditions.
 - e) If installation involves removal of existing equipment, pricing does not provide for handling and disposing of existing equipment unless otherwise specified.
 - f) Preparation of site, removal of obstructions to accept equipment, cutting, patching, and painting is by others.
- 3) DOCK LEVELERS: Specific to dock levelers and their proper installation:
 - a) Installation of levelers excludes excavating, forming of pits, and pit steel. Pit forming can be provided and quoted as an option.
 - b) Installation pricing includes necessary materials, off loading into pre-formed pit, positioning, shimming, and welding in place for pit leveler only.
 - c) Box Leveler - Shimming and securing a box leveler in place is the responsibility of others. Installation refers to final adjustment only for this type of leveler.
 - d) If pit formation has been included, Just Rite Equipment, Southern Dock Products, and affiliates are not responsible for any sub-surface complications during pit excavation. Should unforeseen obstructions (conduit, water lines, wall thickness greater than 10", slab thickness greater than 6", etc.) be encountered, customer will be notified.
 - e) Unless otherwise noted, pit formation does not include a dust control enclosure around the dock during concrete cutting.
- 4) OVERHEAD DOORS: Specific to overhead doors and their proper installation:
 - a) Installation of overhead doors is based on an enclosed facility with a finished floor.
 - b) All interior mounting surfaces to flush and plumb.
 - c) Door frames, extensions and anchor plates for track, springs and / or electric operators are to be supplied and installed by others.
 - d) For operators, all electrical wiring, interconnections, and supply of primary power by others.
- 5) ELECTRICAL: Electrical install for power and controls by others. All wire, wiring, conduit, electrical hookup, control wiring, mounting of control panels and outside lights (if applicable) by others.
- 6) EXCLUSIONS: Pollution Liability, Professional Liability, OCIP/CCIP and Tax all excluded from proposals unless expressly provided.

For Standard Terms & Conditions of Sale please visit:

<http://duraservcorp.com/terms/terms-and-conditions.pdf>

All prices quoted herein are subject to steel price increases from our suppliers. Increases may be applied to orders before the time of shipment in certain situations. Most suppliers have informed us of their intent to increase prices, but we have little definitive information at this point. Some suppliers have had their term buying contracts shortened or rescinded by steel mills and/or wholesalers, thus causing price uncertainty. We will try to keep you informed of any pending announcements or increases, and also try to mitigate these as best we can. Thanks for your business and understanding.

Accepted By: _____

Justin Hanson - Sawcross Inc

Date: _____

PO #: _____

Hill Enterprises LLC

Hill Enterprises LLC

125 Terry Drive • Pensacola, FL 32503

Ph: 850-478-4455

Quote #: 210517D

Date: 5/17/2021

Emailed (X) Faxed ()

Lead Time:

Ship Via:

Freight Terms:

Bill To:

Prepared By: Doug

Email: Doug@hillenterprises.net

Cell # 850-478-4455

Customer: Crestview WWTP
Contact:
Address:
Address:
City State Zip:

Job Name:
Ship To:

Phone:
Fax:
Email

Qty	Model #	Description	Price Each	Amount
Cornell Cookson				
ESD20		Interior Face of Wall Mount, 6F Insulated 20/24 Gauge Gavanized Steel Curtain, Structural Steel Guides w/ Weather stripping Hood, Chain Hoist, Keyed lock. 60PSF 50 Imapct FL#17421		
		12-0w x 12-0h @ 101B,C,E,F	\$ 8,638.00	\$ 34,552.00
Option				
		Adder for Motor		\$ 4,656.00

Note: All electrical and conduit by others.

39,208

Materials Total	Included
Labor	Included
Equip Rental	Included
Freight	Included
Sales Tax	Included

Notes:

**Quote is based on Purchase of All Equipment
listed from Hill Enterprises.**

Estimated Total:

Purchase Order Authorization:

Name:

Date:

PO #:

Quotation is valid for 30 days form above date

Thanks for the opportunity to quote your business !

Signature:

\$657,600.⁰⁰

increase of \$68,600.

May 11, 2021
Revised May 18, 2021
Revised December 17, 2021

PROPOSAL

**TWO 250,000-GALLON OPEN-TOP AEROBIC DIGESTERS
CRESTVIEW WWTP SOLIDS HANDLING IMPROVEMENTS
CITY OF CRESTVIEW
CRESTVIEW, OKALOOSA COUNTY, FLORIDA
BID DATE: DECEMBER 16, 2021 @ 2:00 PM CST
CEN 20210011**

Scope of Work: Crom, LLC ("CROM®"), a subsidiary of The Crom Corporation, proposes to construct, AS NOTED in Paragraph 4 herein, two 250,000-gallon open-top prestressed concrete tanks in accordance with plans and specifications issued by Jacobs Engineering, Pensacola, Florida and CROM's standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

Prior to starting construction, we will submit all data required for approval, including complete design calculations and detailed working drawings.

2. COMMENCEMENT AND COMPLETION

Upon your acceptance and execution of this Proposal, we will be prepared to start construction 30 days after approval of our working drawings and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work within approximately **14 weeks (7 weeks per tank)** working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

In the event that we cannot start construction by May 15, 2022 because of delays of any nature which are caused by the owner, the general contractor employed by the owner or the general contractor or other subcontractor not employed by us, and over which we have no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

CROM represents and warrants that it and its agents, staff and Consultants employed by CROM are protected by worker's compensation insurance and that CROM has such coverage under public liability and property damage insured policies which CROM deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing on the Acord form by our insuring agency. An additional cost will be added to our price for any insurance requirements that exceed our stated coverages.

4. SCOPE OF WORK BY CROM

We propose to furnish, except as noted in Paragraph 5, all supervision, labor, material, and equipment, as needed to construct the items in our Scope of Work. The services to be furnished by CROM are specifically:

- a. All design calculations and detailed working drawings required for the wire-wound prestressed concrete tanks. Tank dimensions are: 60'-0" ID x 13'-9" SWD
- b. Complete construction of the two tanks including:
 - (1) concrete floor slab 4" thick sloping toward center sump
 - (2) circular tank wall built by the prestressed composite system
 - (3) accessories as follows:
 - (a) stainless steel wall manhole and cover
 - (b) stainless steel pipe brackets, 2 required
 - (c) 1'-4" thick concrete landing pad for aluminum stairs
 - (d) aluminum stairs and platforms with handrail
 - (e) 2' square x 3'-10" deep center sump
 - (f) 8' square flat area in floor slab to support aerator equipment when tank is empty
 - (g) mooring anchor wall bosses, 4 required per tank
 - (h) structural boss for mounting of aerator mooring arm, 1 required per tank

5. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following materials and services shall be provided by others without expense to CROM.

- a. Material Lay Down Area: Adequate working space and open storage areas for our equipment and materials, conveniently located and accessible by trucks for delivery. Should the road be in such poor condition that trucks cannot make deliveries, then bulldozer service shall be provided, without cost to us, to tow in trucks and equipment.
- b. Construction Water: A continuous supply of potable water under pressure at the rate of 60 gallons per minute for the shotcreting and curing operations. The source is to be located not more than 100 feet from the tanks. A 2" line under 50 psi pressure will fulfill this requirement.
- c. Construction Electricity: A continuous supply of electricity during the period of construction: one 100-AMP, 110/220-volt service connected to our office trailer; four 20-AMP, 110-volt circuits for the operation of our power tools and accessories, located not more than 100 feet from each tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CROM to supply its own electric power, add \$500.00 per week to the subcontract amount.
- d. Foundation Preparation: All clearing, rough excavation, compacted fill, structural fill and subgrade preparation under the tank structures (i.e. the tank pad) to sub-floor elevation 228.21. The final 6" of fill placed to achieve the underside of tank floor elevation shall consist of free-draining, fine-gradable material.

The tank designs are predicated on a maximum 1" of total settlement and 0.67" of differential settlement and the tanks require 900 PSF of bearing capacity per the geotech report dated March 26, 2021.

Our pricing assumes that the second tank pad will be available 1 week after the first tank pad is made available to CROM. Additional mobilization costs may be required if this requirement cannot be met.

All foundation preparation shall be performed in accordance with the Project Geotechnical Report. All work should be completed, inspected, and approved by the Geotechnical Engineer of Record prior to CROM mobilizing to the site. CROM assumes no responsibility for subsoil conditions or bearing values thereof. Construction on the site provided does not constitute an acceptance thereof.

All site preparation for all tanks will be completed prior to CROM moving to the job.

- e. Finished Site Work: All finish site work including backfilling, grading, and final landscaping.
- f. Construction Work Road: In addition to the tank pad itself, site preparation includes a temporary stone work road 3-inches thick x 15 feet wide at sub-floor elevation 228.21 all around the tanks upon which we will use machinery in building the tank wall and applying the prestressing wires. In total, a clear unobstructed area 91 feet in diameter is needed (footing diameter +15' wide road all around). This clear area must extend from tanks' sub-floor elevation 228.21 to 40 feet above tanks' floor elevation, free of obstructions. Provide all roads and/or ramps as needed to allow unrestricted access around the tanks by concrete trucks, and our construction equipment.
- g. Existing Electric Power Lines:
 - (1) prior to the arrival on job site of our construction crew, overhead electric power lines shall be shielded, de-energized, or relocated. In accordance with OSHA 1910.333(c)(3)(i), a clear distance of 25 feet between the closest part of the tank and a power line shall be provided. Also per OSHA, for line voltages over 50 KV, the clear distance should be increased from 25 feet to 25 feet plus 4 inches for every 10 KV over 50 KV.
 - (2) all electric power lines nearby but not directly over the tanks' site must be no closer than 40' horizontally between power line and tank edge.
- h. Dewatering: All sheeting, shoring, diking, and dewatering necessary to keep the site in a reasonably dry condition for our work, including ground water, surface water, runoff water, and curing water. If the site requires dewatering, please include this cost in your estimate.
- i. Piping: All piping beginning inside the tanks and terminating as shown on the project plans including concrete encasement of the pipe under the tanks. Concrete encasement shall be placed to a radius of at least 12" beyond the tank footing radius.
- j. Mechanical and Electrical: All mechanical and electrical equipment including, but not limited to, level elements and lighting.
- k. Material Testing: Independent laboratory testing of all concrete and shotcrete material.
- l. Water Testing and Disinfection: Testing or disinfection of the tanks, including a supply of water for filling.
- m. Shotcrete Rebound: It is assumed that normal rebound from shotcrete operations can be left around the outside perimeter of the tanks. Removal of shotcrete rebound is not included in our price.

- n. Permits and Licenses: Any occupational license, building permit, or other fees as may be required for our Scope of Work.
- o. All sanitation and trash removal services required for the duration of tanks' construction.
- p. Mooring arm, mooring cables, and digester aerator.
- q. Telescoping valve and mounting hardware.
- r. Hose rack and non-freeze post hydrant.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

If the Client wishes to have CROM perform any additional, changed or extra work, it shall authorize such work in writing and pay CROM its standard charges for such work. No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof. CROM's claims for extras shall carry 30% for overhead and 10% for profit.

It is agreed that CROM shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and/or pandemic. CROM does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather, and not caused by CROM's fault or negligence.

7. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

8. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CROM SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CROM UNDER THIS PROPOSAL TO ANY OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

9. LABOR

This Proposal is predicated on open-shop labor conditions, using our own personnel.

If we are required to employ persons of an affiliation desirable to the owner or other contractor employed by him or the general contractor, thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CROM sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the owner or the general contractor so long as we have sufficient qualified employees available to perform our Scope of Work.

Our Proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

10. QUOTATION

We are prepared to carry out our Scope of Work in accordance with the foregoing for the lump sum price of:

Two 250,000-Gallon Open-Top Prestressed Concrete Tanks	\$675,600
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Based on monthly estimates for percentages of Work completed and materials on hand, your payments are to be received by us in our office at 250 SW 36th Terrace, Gainesville, Florida 32607, within seven (7) days after the owner's payment to you. All costs for third party contracts and billing management services, or use of any software, as may be required by the Client or Owner, will be added to the Proposal price, by change order. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1% per calendar month, or any fraction thereof until received in our office.

Final payment shall be received by us within the designated contract time per the bid documents, or upon acceptance of the tank by the owner or the owner's representative, whichever is earlier. Final payment shall not be held up because of delays in testing. The Proposal Amount and Time shall be adjusted by the amount of CROM's reasonable and verified cost of shutdown, delay, and startup, which shall be affected by an appropriate change order.

In the event of default on the date of final payment, it is agreed that interest will be paid by you at the rate of 12% per annum on the outstanding balance.

Any reasonable legal or other expense necessary for the enforcement of this contract or for collection of monies due shall be borne by the party at fault.

11. ARBITRATION

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction.

12. GUARANTEE

For five years after completion of construction, we will guarantee workmanship and materials on the complete structural portion of the tanks, as well as the accessories manufactured by our company. In case leakage or other defects appear within the period, CROM shall promptly make repairs at its own expense upon written notice by the owner that such defects have been found. Leakage through the sidewalls shall be defined as the appearance of free-flowing liquid on the exterior surface, the source of which is from the inside of the tank. CROM's guarantee is limited to defects in CROM's workmanship and materials, and CROM is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use or lack of maintenance.

CROM will provide a written company warranty to cover this five-year guarantee.

If a bond is required for the Scope of Work included in this contract, CROM will furnish a one-year Performance and Payment Bond and a written company warranty for an additional four-year period. The cost of this bond is not included in our price. Please add \$9.00 per \$1,000 of contract value. CROM will not be liable for any damages to materials or the project, caused directly or indirectly by tank contents, including but not limited to repair, replacement, or rework.

13. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CROM may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CROM.

14. ACCEPTANCE

This Proposal is offered for your acceptance within 60 days from the bid date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this Proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This Proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM, LLC



Christopher T. Mincey, PE
Vice President

/tjs

ACCEPTED

BY: _____

TITLE: _____

DATE: _____

Mark Hickinbotham

From: ✱ Christopher Mincey <cmincey@CromCorp.com>
Sent: Tuesday, May 18, 2021 2:32 PM
To: Travis Tilton
Subject: CROM PRICING - CRESTVIEW BID TODAY - \$589,000

Travis,

I have called both phone numbers I have for you and texted pricing to you as well. Just want to make sure you receive our revised pricing. Please use \$589,000 for our number on the digesters today.

Sincerely,

Christopher T. Mincey, PE | Vice President
250 SW 36th Terrace, Gainesville, FL 32607
(C) 352.321.6652 (O) 352.372.3436 (F) 352.372.6209
cmincey@cromcorp.com | www.cromcorp.com
Licenced Professional Engineer: FL, GA, MS, SC
Licenced General Contractor: FL



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REVISED May 18, 2021
May 11, 2021

PROPOSAL

**TWO 250,000-GALLON AEROBIC DIGESTERS
CRESTVIEW WWTP SOLIDS HANDLING IMPROVEMENTS
CITY OF CRESTVIEW
CRESTVIEW, OKALOOSA COUNTY, FLORIDA
BID DATE: MAY 18, 2021 @ 2:00 PM CST
CEN 20210011**

Scope of Work: Crom, LLC ("CROM®"), a subsidiary of The Crom Corporation, proposes to construct, AS NOTED in Paragraph 4 herein, two 250,000-gallon prestressed concrete tank in accordance with plans and specifications issued by Jacobs Engineering, Pensacola, Florida and CROM's standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

Prior to starting construction, we will submit all data required for approval, including complete design calculations and detailed working drawings.

2. COMMENCEMENT AND COMPLETION

Upon your acceptance and execution of this Proposal, we will be prepared to start construction 30 days after approval of our working drawings and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work within approximately **14 weeks (7 weeks per tank)** working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

In the event that we cannot start construction by October 1, 2021 because of delays of any nature which are caused by the owner, the general contractor employed by the owner or the general contractor or other subcontractor not employed by us, and over which we have no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

CROM represents and warrants that it and its agents, staff and Consultants employed by CROM are protected by worker's compensation insurance and that CROM has such coverage under public liability and property damage insured policies which CROM deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing on the Acord form by our insuring agency. An additional cost will be added to our price for any insurance requirements that exceed our stated coverages.

4. SCOPE OF WORK BY CROM

We propose to furnish, except as noted in Paragraph 5, all supervision, labor, material, and equipment, as needed to construct the items in our Scope of Work. The services to be furnished by CROM are specifically:

- a. All design calculations and detailed working drawings required for the wire-wound prestressed concrete tanks. Tank dimensions are: 60'-0" ID x 13'-9" SWD
- b. Complete construction of the two tanks including:
 - (1) concrete floor slab 4" thick sloping toward center sump
 - (2) circular tank wall built by the prestressed composite system
 - (3) accessories as follows:
 - (a) stainless steel wall manhole and cover
 - (b) stainless steel pipe brackets, 2 required
 - (c) 1'-4" thick concrete landing pad for aluminum stairs
 - (d) aluminum stairs and platforms with handrail
 - (e) 2' square x 3'-10" deep center sump
 - (f) mooring anchor wall bosses, 4 required per tank
 - (g) structural boss for mounting of aerator mooring arm, 1 required per tank

5. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following materials and services shall be provided by others without expense to CROM.

- a. Material Lay Down Area: Adequate working space and open storage areas for our equipment and materials, conveniently located and accessible by trucks for delivery. Should the road be in such poor condition that trucks cannot make deliveries, then bulldozer service shall be provided, without cost to us, to tow in trucks and equipment.
- b. Construction Water: A continuous supply of potable water under pressure at the rate of 60 gallons per minute for the shotcreting and curing operations. The source is to be located not more than 100 feet from the tanks. A 2" line under 50 psi pressure will fulfill this requirement.
- c. Construction Electricity: A continuous supply of electricity during the period of construction: one 100-AMP, 110/220-volt service connected to our office trailer; four 20-AMP, 110-volt circuits for the operation of our power tools and accessories, located not more than 100 feet from each tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CROM to supply its own electric power, add \$500.00 per week to the subcontract amount.
- d. Foundation Preparation: All clearing, rough excavation, compacted fill, structural fill and subgrade preparation under the tank structures (i.e. the tank pad) to sub-floor elevation 228.21. The final 6" of fill placed to achieve the underside of tank floor elevation shall consist of free-draining, fine-gradable material.

The tank designs are predicated on a maximum 1" of total settlement and 0.67" of differential settlement and the tanks require 900 PSF of bearing capacity per the geotech report dated March 26, 2021.

Our pricing assumes that the second tank pad will be available 1 week after the first tank pad is made available to CROM. Additional mobilization costs may be required if this requirement cannot be met.

All foundation preparation shall be performed in accordance with the Project Geotechnical Report. All work should be completed, inspected, and approved by the Geotechnical Engineer of Record prior to CROM mobilizing to the site. CROM assumes no responsibility for subsoil conditions or bearing values thereof. Construction on the site provided does not constitute an acceptance thereof.

All site preparation for all tanks will be completed prior to CROM moving to the job.

- e. Finished Site Work: All finish site work including backfilling, grading, and final landscaping.
- f. Construction Work Road: In addition to the tank pad itself, site preparation includes a temporary stone work road 3-inches thick x 15 feet wide at sub-floor elevation 228.21 all around the tanks upon which we will use machinery in building the tank wall and applying the prestressing wires. In total, a clear unobstructed area 91 feet in diameter is needed (footing diameter +15' wide road all around). This clear area must extend from tank sub-floor elevation 228.21 to 40 feet above tank floor elevation, free of obstructions. Provide all roads and/or ramps as needed to allow unrestricted access around the tank by concrete trucks, and our construction equipment.
- g. Existing electric power lines:
 - (1) prior to the arrival on job site of our construction crew, overhead electric power lines shall be shielded, de-energized, or relocated. In accordance with OSHA 1910.333(c)(3)(i), a clear distance of 25 feet between the closest part of the tank and a power line shall be provided. Also per OSHA, for line voltages over 50 KV, the clear distance should be increased from 25 feet to 25 feet plus 4 inches for every 10 KV over 50 KV.
 - (2) all electric power lines nearby but not directly over the tank site must be no closer than 40' horizontally between power line and tank edge.
- h. Dewatering: All sheeting, shoring, diking, and dewatering necessary to keep the site in a reasonably dry condition for our work, including ground water, surface water, runoff water, and curing water. If the site requires dewatering, please include this cost in your estimate.
- i. Piping: All piping beginning inside the tank and terminating as shown on the project plans including concrete encasement of the pipe under the tank. Concrete encasement shall be placed to a radius of at least 12" beyond the tank footing radius.
- j. Mechanical and Electrical: All mechanical and electrical equipment including, but not limited to, level elements and lighting.
- k. Material Testing: Independent laboratory testing of all concrete and shotcrete material.
- l. Water Testing and Disinfection: Testing or disinfection of the tanks, including a supply of water for filling.

- m. Shotcrete Rebound: It is assumed that normal rebound from shotcrete operations can be left around the outside perimeter of the tank(s). Removal of shotcrete rebound is not included in our price.
- n. Permits and Licenses: Any occupational license, building permit, or other fees as may be required for our Scope of Work.
- o. All sanitation and trash removal services required for the duration of tank construction.
- p. Mooring arm, mooring cables, and digester aerator.
- q. Telescoping valve and mounting hardware.
- r. Hose rack and non-freeze post hydrant.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

If the Client wishes to have CROM perform any additional, changed or extra work, it shall authorize such work in writing and pay CROM its standard charges for such work. No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof. CROM's claims for extras shall carry 30% for overhead and 10% for profit.

It is agreed that CROM shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and/or pandemic. CROM does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather, and not caused by CROM's fault or negligence.

7. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

8. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CROM SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CROM UNDER THIS PROPOSAL TO ANY OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

9. LABOR

This Proposal is predicated on open-shop labor conditions, using our own personnel.

If we are required to employ persons of an affiliation desirable to the owner or other contractor employed by him or the general contractor, thereby resulting in increased costs to us, the contract

price shall be adjusted accordingly. Such requirement shall not provide that CROM sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the owner or the general contractor so long as we have sufficient qualified employees available to perform our Scope of Work.

Our Proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

10. QUOTATION

We are prepared to carry out our Scope of Work in accordance with the foregoing for the lump sum price of:

Two 250,000-Gallon Prestressed Concrete Tanks \$ _____

Based on monthly estimates for percentages of Work completed and materials on hand, your payments are to be received by us in our office at 250 SW 36th Terrace, Gainesville, Florida 32607, within seven (7) days after the owner's payment to you. All costs for third party contracts and billing management services, or use of any software, as may be required by the Client or Owner, will be added to the Proposal price, by change order. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1% per calendar month, or any fraction thereof until received in our office.

Final payment shall be received by us within the designated contract time per the bid documents, or upon acceptance of the tank by the owner or the owner's representative, whichever is earlier. Final payment shall not be held up because of delays in testing. The Proposal Amount and Time shall be adjusted by the amount of CROM's reasonable and verified cost of shutdown, delay, and startup, which shall be affected by an appropriate change order.

In the event of default on the date of final payment, it is agreed that interest will be paid by you at the rate of 12% per annum on the outstanding balance.

Any reasonable legal or other expense necessary for the enforcement of this contract or for collection of monies due shall be borne by the party at fault.

11. ARBITRATION

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction.

12. GUARANTEE

For five years after completion of construction, we will guarantee workmanship and materials on the complete structural portion of the tanks, as well as the accessories manufactured by our company. In case leakage or other defects appear within the period, CROM shall promptly make repairs at its own expense upon written notice by the owner that such defects have been found. Leakage through the sidewalls shall be defined as the appearance of free-flowing liquid on the exterior surface, the source

of which is from the inside of the tank. CROM's guarantee is limited to defects in CROM's workmanship and materials, and CROM is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use or lack of maintenance.

CROM will provide a written company warranty to cover this five-year guarantee.

If a bond is required for the Scope of Work included in this contract, CROM will furnish a one-year Performance and Payment Bond and a written company warranty for an additional four-year period. The cost of this bond is not included in our price. Please add \$9.00 per \$1,000 of contract value.

CROM will not be liable for any damages to materials or the project, caused directly or indirectly by tank contents, including but not limited to repair, replacement, or rework.

13. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CROM may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CROM.

14. ACCEPTANCE

This Proposal is offered for your acceptance within 60 days from the bid date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this Proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This Proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM, LLC

Christopher T. Mincey, PE
Vice President

/ry

ACCEPTED

BY: _____

TITLE: _____

DATE: _____

- Quote includes providing and installing safety switched depicted in Addendum 2.
5. Provide and install lighting, control panels, raceway, wiring, and equipment as depicted in Dwgs.# 40-E-2001 Dewatering Building Lighting and Facility plan.
 - Provide and install area grounding as shown.
 - Quote includes provisions to install control panels FACP and 40MPC. Quote assumes all other equipment and devices will be installed by others.
 - Provide and install light fixtures, switches, receptacles, conduit and wiring as depicted.
 6. Provide and install lighting, control panels, raceway, wiring, and equipment as depicted in Dwgs.# 40-E-2002 Dewatering Power plan.
 - Provide and install EC-2 conduit stub-ups as shown. Conduits will be stubbed up and capped as noted. No additional provisions are included.
 - Quote includes provisions to install control panels 40-VCP-40-1 and 400-VCP-20-1. Quote assumes all other equipment and devices will be installed by others.
 - Provide and install motor feeders, control and instrumentation conduit and wiring as depicted.
 7. Provide and install MCC-C4 as depicted in Dwg# 94-E-2001 Existing Electrical Building Power plan.
 - Provide and install MCC-C4 as depicted. Quote includes a housekeeping pad as noted.
 - Provide conduit and wiring as depicted. Existing conduits will be utilized as noted.
 - Provide and install grounding as shown.
 8. Provide and install MCC-C4 as depicted in Dwg.# 96-E-6001 MCC One-Line Diagram.
 - Provide MCC-C4 as shown.
 - Quote includes safety switches as shown in Addendum 2.
 9. Quote includes provisions for one-time hookup of General Contractor 100A (up to 100FT) temporary power service and field construction equipment.
 10. Quote includes electrical testing and arch flash study for new equipment per specification.
 11. Quote includes lighting protection for the Dewatering building per specification.
 12. Quote includes fire protection for the dewatering building as specified.
 13. Modifications (performed by CAT) to Existing Switchgear C

Exclusions & Clarifications:

- 1) Quote assumes all energy sources will be identified and LOTO by Owner before work begins.
- 2) Quote assumes all permits will be complete by others before work begins. Quote makes no provisions for power company work or charges. Quote excludes any permits or power company charges.
- 3) Quote makes no provisions for temporary power to equipment or equipment to maintain plant operations.
- 4) All work to be done during normal Straight Time Hours. Monday thru Thursday, 6:30am to 5:00pm.
- 5) Quote assumes any existing equipment components or trip units, arc flash/coordination studies, engineering, testing and programming will be provided or performed by others.
- 6) Quote assumes all lugs, terminals, internal wiring and components, and buss splice kits will be reused in existing MCCs.

- 7) Quote assumes Control and Instrumentation scopes will be performed by others. ALL equipment, instrumentation, programming, calibrations, drawings, set-up, graphics and commissioning will be provided by others. (Unless "Controls Package" Adders are awarded). ACS exclusions, terms, and clarifications apply.
- 8) Quote includes standard procurement and shipping for all equipment and materials. Any expedited materials needed or sharp increases in material prices will be extra.
- 9) Quote assumes all hydro vacs, silt fencing, road/sidewalk repair, GPR surveys, surveying, imported/exported fills, dumpsters, sanitary facilities (per OSHA standards), environmental remediations, hazardous materials handling, fencing, shoring, concrete, or testing will be performed by other. Quote assumes all under ground obstructions will be identified by others before work begins. Moody Electric will not be responsible for damages to unmarked obstructions.
- 10) Quote excludes all sales tax.
- 11) Quote includes wages as indicated in Addendum #2. If mandated, additional wage increases will be extra.
- 12) Quote does not include bid bond. If bond is required add 1.5% to total bid.

Description	Lump Sum Cost
Base Bid Total Lump Sum Price	\$ 567,750.00
Controls Package Per ACS SOW	Lump Sum Cost
ACS SOW	\$ 98,440.00
TOTAL LUMP SUM BID	\$ 666,190.00

Proposal: We propose to furnish labor, material and equipment per the above description lump sum basis. Progress payments. Payment in full is due upon completion. Finance charges of 1.5% per month will be charged on all past due amounts. Customer agrees to pay all collection expenses, including reasonable attorney fees, incurred in the collection of charges under this contract. This estimate is good for 30 days.

Proposed By: _____

Ray Webb

Accepted By: _____



MOODY'S ELECTRIC, INC.

Safety-Quality-Productivity

40150 State Hwy 59

P.O. Box 1715

Bay Minette, AL 36507

Office: (251) 937-0678

www.moodyelectric.net

* In 2005 Moody's Electric, Inc. became a Woman-Owned Business*
Alabama Electrical License # 1082

\$ 697,102.00

* increase of \$30,912

Date: December 30, 2021

Bid Number: 22104-Q077 Rev02

Job Name: Crestview WWTP Solids Handling Improvements

Description: Moody's Electric, Inc. proposes to furnish labor, material, and equipment necessary to complete the following scope of work.

General

Provide and install the complete installation of the electrical and instrumentation systems for the Crestview Wastewater Treatment Plant Solids Handling Improvements Project. Moody Electric has thoroughly reviewed the project drawings, specifications, and requirements to complete this project in a timely manner. Quote acknowledges Addenda 1-3. We look forward to working with you on this project and providing a quality job in a timely manner.

Electrical

1. Provide and install raceways and wiring depicted in Dwg.# 05-E-2001-2002 Site Electrical Plans.
 - Provide and install electrical handholes and manholes as detailed.
 - Quote includes excavations, rebar and concrete required to install duct banks as detailed.
 - Provide and install conduits and cables depicted in Dwg.# 05-E-6001.
 - Provide an install site lighting pole, fixtures, conduit and wiring as depicted.
2. Quote includes the electrical installation requirements depicted in Dwg.# 20-E-2001 Aerobic Digesters #3 and #4.
 - Provide and install area grounding as shown.
 - Provide and install conduit and wiring to Mixer Motors as shown.
 - Provide and install conduit and wiring to digester area instrumentation as shown.
 - Quote includes providing and installing safety switches as depicted in Addendum 2.
3. Quote includes the electrical installation requirements depicted in Dwg.# 25-E-2001 Intermediate Sludge Transfer Pump Station plan.
 - Provide and install area grounding as shown.
 - Provide and install conduit and wiring to Intermediate Sludge Pump Motors as shown.
 - Provide and install conduit and wiring to area instrumentation as shown.
 - Quote includes providing and installing safety switches depicted in Addendum 2.
 - Install 25-LCP-10-1 as detailed.
4. Quote includes the electrical installation requirements depicted in Dwg.# 30-E-2001 Biosolids Feed pump Station power plan. .
 - Provide and install area grounding as shown.
 - Provide and install conduit and wiring to Biosolid Feed Pump Motors and Control Stations as shown.
 - Provide and install conduit and wiring to area instrumentation as shown.

- 7) Quote assumes Control and Instrumentation scopes will be performed by others. ALL equipment, instrumentation, programming, calibrations, drawings, set-up, graphics and commissioning will be provided by others.
- 8) Quote includes standard procurement and shipping for all equipment and materials. Any expedited materials needed or sharp increases in material prices will be extra.
- 9) Quote assumes all hydro vacs, silt fencing, road/sidewalk repair, GPR surveys, surveying, imported/exported fills, dumpsters, sanitary facilities (per OSHA standards), environmental remediations, hazardous materials handling, fencing, shoring, concrete, or testing will be performed by other. Quote assumes all under ground obstructions will be identified by others before work begins. Moody Electric will not be responsible for damages to unmarked obstructions.
- 10) Bid is based on current material cost at time of bid. Due to the Volatility of materials, any increases between the time of the bid and the release of the materials shall be charged additional.
- 11) Lead times on materials are estimates only provided at the time of bid and shall not be binding. Moody's Electric cannot control delays in the production and shipment of materials.
- 12) Quote excludes all sales tax.
- 13) Quote includes wages as indicated in Addendum #2. If mandated, additional wage increases will be extra.
- 14) Quote does not include bid bond. If bond is required add 1.5% to total bid.

Description	Lump Sum Cost
Base Bid Total Lump Sum Price	\$ 697,102.00

Proposal: We propose to furnish labor, material and equipment per the above description lump sum basis. Progress payments. Payment in full is due upon completion. Finance charges of 1.5% per month will be charged on all past due amounts. Customer agrees to pay all collection expenses, including reasonable attorney fees, incurred in the collection of charges under this contract. This estimate is good for 30 days.

Proposed By: _____

Ray Webb

Accepted By: _____



\$15,662.⁰⁰

* increase of \$2,322.⁰⁰

MARKAIR
Targeting Industrial Solutions

12276 San Jose Blvd.
Suite 511
Jacksonville, FL 32223
office: 904.279.2500
fax: 904.279.0201
www.markair.net

December 6, 2021

Quote #Q21250K - REV 1

To: All Bidders

Re: **Crestview WWTP Dewatering Building - Supply & Exhaust Fans**

We propose to furnish and deliver the following equipment per Jacobs Engineering standards:

SF-1

One (1) Aerovent Model DDPRF Size 30L420 Direct Drive Panel Fan Rated For 6,000 CFM @ 1/2" ESP Complete With The Following:

- Welded Aluminum Construction with Solid One-Piece Cast Aluminum Propeller
- Welded Aluminum Construction - Entire Fan Housing and Supports
- Aluminum Wall Mounting Collar
- Aluminum Wall Mounted Intake Hood with Aluminum Birdscreen
- Motor Side Wire Guard - Yellow Dichromate
- 316 SS Assembly Hardware and Nameplate
- 1HP, 1200 RPM, 460V/3/60 Severe Mill and Chemical Duty TEFC Motor

EF-1

One (1) Aerovent Model DD Size 30L418 Direct Drive Panel Fan Rated For 5,500 CFM @ 1/2" ESP Complete With The Following:

- Welded Aluminum Construction with Solid One-Piece Cast Aluminum Propeller
- Welded Aluminum Construction - Entire Fan Housing and Supports
- Aluminum Wall Mounting Collar
- Aluminum Backdraft Damper
- Motor Side Wire Guard - Yellow Dichromate
- 316 SS Assembly Hardware and Nameplate
- 1HP, 1200 RPM, 460V/3/60 Severe Mill and Chemical Duty TEFC Motor

Total Lot Price, Including Freight

\$15,662.00

SEE NOTES PAGE 2



MARKAIR
Targeting Industrial Solutions

12276 San Jose Blvd.
Suite 511
Jacksonville, FL 32223
office: 904.279.2500
fax: 904.279.0201
www.markair.net

General Notes:

- 1. Lead time is currently 14 weeks.**
- 2. Pricing is firm for 30 days.**
- 3. Terms are NET 30.**
- 4. Sales and Use Tax Is Not Included.**
- 5. Manufacturer's Standard Warranty Applies.**
- 6. Offloading, Installation, Misc. Sheet Metal, Caulking, Starters, Disconnects, T-Stats, Electrical Wiring, Controls, Etc. Is Not Included.**

Thank you for the opportunity to provide this proposal. If you need anything else, require additional information or would like to discuss these options in more detail please let me know.

Best regards,

Jason M. Kurtz

Jason M. Kurtz

Markair, Inc.



MARK AIR
Supplying Industrial Solutions

12270 San Jose Blvd.
Suite 200
Jacksonville, FL 32228
Phone: 904-219-2500
Fax: 904-219-0229
www.markair.com

May 17, 2021

Quote #Q21250K

To: All Bidders

Re: **Crestview WWTP Dewatering Building - Supply & Exhaust Fans**

We propose to furnish and deliver the following equipment per Jacobs Engineering standards:

SF-1

One (1) Aerovent Model DDPF Size 30L420 Direct Drive Panel Fan Rated For 6,000 CFM @ 1/2" ESP Complete With The Following:

- Welded Aluminum Construction with Solid One-Piece Cast Aluminum Propeller
- Welded Aluminum Construction - Entire Fan Housing and Supports
- Aluminum Wall Mounting Collar
- Aluminum Wall Mounted Intake Hood with Aluminum Birdscreen
- Motor Side Wire Guard - Yellow Dichromate
- 316 SS Assembly Hardware and Nameplate
- 1HP, 1200 RPM, 460V/3/60 Severe Mill and Chemical Duty TEFC Motor

EF-1

One (1) Aerovent Model DD Size 30L418 Direct Drive Panel Fan Rated For 5,500 CFM @ 1/2" ESP Complete With The Following:

- Welded Aluminum Construction with Solid One-Piece Cast Aluminum Propeller
- Welded Aluminum Construction - Entire Fan Housing and Supports
- Aluminum Wall Mounting Collar
- Aluminum Backdraft Damper
- Motor Side Wire Guard - Yellow Dichromate
- 316 SS Assembly Hardware and Nameplate
- 1HP, 1200 RPM, 460V/3/60 Severe Mill and Chemical Duty TEFC Motor

Total Lot Price, Including Freight

\$13,340.00

SEE NOTES PAGE 2



MARKAIR
Targeting Industrial Solutions

17700 San Jose Blvd
Suite 201
Jacksonville, FL 32225
office: 904.429.4500
fax: 904.279.0301
www.markair.net

General Notes:

1. Lead time is currently 8 weeks.
2. Pricing is firm for 30 days.
3. Terms are NET 30.
4. Sales and Use Tax Is Not Included.
5. Manufacturer's Standard Warranty Applies.
6. Offloading, Installation, Misc. Sheet Metal, Caulking, Starters, T-Stats, Electrical Wiring, Controls, Etc. Is Not Included.

Thank you for the opportunity to provide this proposal. If you need anything else, require additional information or would like to discuss these options in more detail please let me know.

Best regards,

Jason M. Kurtz

Jason M. Kurtz

Markair, Inc.



STANWEAVER&CO

Stan Weaver & Co. Jacksonville

4255 EMERSON ST
JACKSONVILLE FL 32207-4709
Phone: (904)398-9933 Fax: (904) 398-9922

REVISED QUOTATION

To: SAWCROSS, INC. - Danny Jenkins

Project:	CRESTVIEW WWTP SOLIDS HANDLING IMPROVEMENTS		
Location:	Crestview, FL	Terms:	Net 30
Bld Date:	05/18/2021	Plan Date:	Addendum: 1-3
Project:	117788	Plan Status:	
Engineer:	OTHER	Proposal:	619031 Revision: 01 12/06/21

Pricing is firm for 30 days from date of proposal, providing shipment may be made within six months from date of order.
No sales or use tax is included. A late charge of 1-1/2% (18% per annum) will be added to all accounts over 30 days.

AIR DISTRIBUTION BY KRUEGER

4 Pieces of air distribution devices with standard white finish and aluminum opposed blade dampers.

Net Price-----\$ 825.00 Lot F/A

increase of \$ 205.

HEATERS

2 25 kW Electric Unit Heater 480V/60Hz/3 Phase Vertical Orientation with wall mounted thermostat with control knob.

Net Price-----\$ 7,600.00 Lot F/A

increase of \$ 900.00

By placing an order with Seller or purchasing the Goods, Customer agrees that the Terms will exclusively govern the purchase of Goods by Customer. Without the written consent of an authorized representative of Seller, no additional or different terms proposed by Customer in any purchase order or other acknowledgement will be effective to modify the Terms. The Terms of Sale can be found at www.stanweaver.com/terms-and-conditions or made available to you upon request. In the event any provision of this document conflicts with a provision of the Terms of Sale, the provisions of this document shall control.

Thank You,

Lance Renton
lrenton@stanweaver.com

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Visit our web site at www.stanweaver.com.



STANWEAVER&CO

Stan Weaver & Co. Jacksonville

4255 Emerson Street
Jacksonville, FL 32207
Phone: (904)398-9933 Fax: (904) 398-9922

QUOTATION

To: SAWCROSS, INC. - Danny Jenkins

Project:	CRESTVIEW WWTP SOLIDS HANDLING IMPROVEMENTS		
Location:	Crestview, FL	Terms:	Net 30
Bid Date:	05/18/2021	Plan Date:	Addendum: 1-3
Project:	117788	Plan Status:	
Engineer:	OTHER	Proposal:	619031 Revision: 00

Pricing is firm for 30 days from date of proposal, providing shipment may be made within six months from date of order.
No sales or use tax is included. A late charge of 1-1/2% (18% per annum) will be added to all accounts over 30 days.

AIR DISTRIBUTION BY KRUEGER

4 Pieces of air distribution devices with standard white finish and aluminum opposed blade dampers.

Net Price-----\$ 620.00 Lot F/A

HEATERS

2 25 kW Electric Unit Heater 480V/60Hz/3 Phase Vertical Orientation with wall mounted thermostat with control knob.

Net Price-----\$ 6,700.00 Lot F/A

Thank You,

Proposal is for quantity and materials as described above that represent our best interpretation of the plans and specifications. Vendor is not responsible for discrepancies between the architectural documents and the mechanical documents. All pricing is based on manufacturers' standard lead time at the time of release and standard warranty, unless noted otherwise. Labor to replace or repair parts under warranty is not included, unless noted otherwise.

Lance Renton
lrenton@stanweaver.com

Serving Construction and Industry Through Experience and Integrity.
Visit our web site at www.stanweaver.com.



DOTHAN COMMERCIAL DOORS, LLC

1201 LEONA STREET
DOTHAN, AL 36303

PHONE: 334-699-DOOR (3667)
FAX: 334-699-6623

TO: SAWCROSS
ATTN: DANNY JENKINS

DATE: MAY 18TH, 2021
PROJECT: CRESTVIEW WWTP
LOCATION: CRESTVIEW, FL

REVISED PROPOSAL 12/09/21

WE PROPOSE TO FURNISH THE FOLLOWING MATERIAL FOR THE ABOVE PROJECT:

- 2 EA. – FRP DOORS AND FRAMES, GLASS NOT INCLUDED
- 6 EA. – STANDARD HINGES
- 2 EA. – DESIGN HARDWARE VERTICAL ROD EXIT DEVICES
- 2 EA. –
- 4 EA. – IVES SURFACE BOLTS
- 2 EA. – 40" ALUMINUM RAIN DRIP
- 2 EA. – 72" X 84" (FOR TOP OF DOOR AND BOTTOM SWEEP) WEATHERSTRIPPING
- 2 EA. – MANUFACTURER PROVIDED THRESHOLDS

.....**\$8,602.00**

*****PLEASE SEE ATTACHED FRP CERTIFICATION REQUIREMENTS FOR FRP DOORS*****
*****HARDWARE QUOTED AS REQUIRED TO RECEIVE FLORIDA PRODUCT LABEL*****

*****IF THE ABOVE QUOTED JOB REQUIRES DELIVERY, GENERAL CONTRACTOR/INSTALLER IS RESPONSIBLE FOR ENSURING HELP IS AVAILABLE ON SITE TO HELP UNLOAD AT TIME OF DELIVERY. DOTHAN COMMERCIAL DOORS IS NOT LIABLE FOR MATERIAL DAMAGES ONCE UNLOADED FROM OUR DELIVERY TRUCK*****

*****THIS IS A MATERIAL ONLY QUOTE. INSTALLATION BY OTHERS*****

Note: If this job is to be tax exempt then there must be a tax exempt certificate attached with the purchase order for this status to apply

*****TAX NOT INCLUDED*****

IF APPROVED: (PLEASE SIGN, DATE & RETURN)

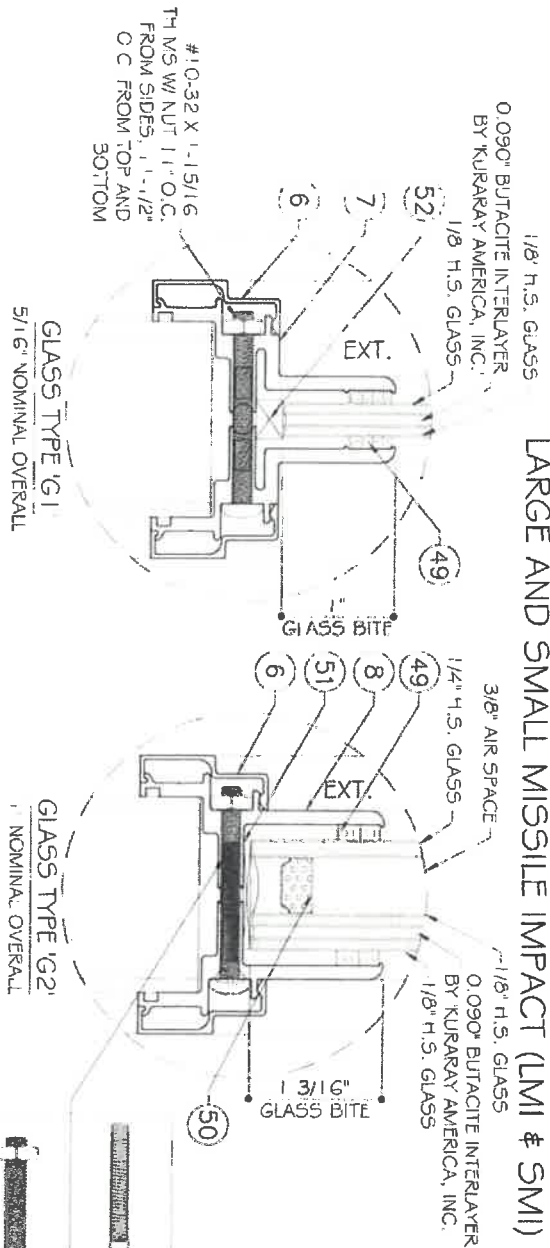
The seller shall do all within its power to perform the obligations set forth in this contract, but shall not be responsible for damages or delay caused by:

- (A) By delay or failure to receive delivery of material, damage or loss by carrier.
- (B) By lock-outs, embargos, strikes, or whatever nature.

- (C) By fire or accident.
- (D) By any cause or causes beyond the seller's control.

QUOTATION VOID AFTER 30 DAYS.
BY: JUSTIN KIRKLAND

SPECIAL-LITE, INC. FIBERGLASS FRAME OUTSWING DOORS LARGE AND SMALL MISSILE IMPACT (LMI & SMI)



NOTE:
GLASS COMPLIES WITH ASTM E-300-09 (3 SEC. GUSTS)

NOTES:
1. EGRESS REQUIREMENTS TO BE REVIEWED BY BUILDING OFFICIAL.
2. ALL OPENINGS PASSED WITH WATER INFILTRATION

#8 X 1-3/8" Ø 1/2" SWS
3" - 4-3/4" 13-1/8" 2-5/8" 23-5/16"
AND 31-7/16" FROM LEFT,
4-3/4" 12-9/16" 20-5/8" FROM BOTTOM

AT CORNER:
12-28 X 1-1/2" PH MS W/ NUTS
3" AND 23-5/16" FROM LEFT,
3" AND 22-1/4" FROM BOTTOM

SERIES 217, 100 & 220 FIBERGLASS OUTSWING DOOR (LMI & SMI)

THIS PRODUCT HAS BEEN DESIGNED AND TESTED TO COMPLY WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 6TH EDITION (2017) / 7TH EDITION (2020) INCLUDING HIGH VELOCITY HURRICANE ZONE (HVHZ)

DOORS RATED FOR LARGE AND SMALL MISSILE IMPACT AND DO NOT REQUIRE SHUTTERS

DOORS ARE APPROVED FOR WATER AND AIR INFILTRATION.

ANCHORS SHALL BE AS LISTED, SPACED AS SHOWN ON DETAILS. ANCHORS EMBEDMENT TO BASE MATERIAL SHALL BE BEYOND WALL DRESSING OR STUCCO PART OF THIS APPROVAL.

ANCHORING OR LOADING CONDITIONS NOT SHOWN IN THESE DETAILS ARE NOT PART OF THIS APPROVAL.

MATERIALS INCLUDING BUT NOT LIMITED TO STEEL/METAL SCREWS THAT COME INTO CONTACT WITH OTHER SIMILAR MATERIALS SHALL MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 6TH EDITION (2017) / 7TH EDITION (2020) SECTION AS APPLICABLE

- METAL STRUCTURES NOT BY SPECIAL LITE, INC. MUST SUPPORT LOADS IMPOSED BY DOOR SYSTEM AND TRANSFER THEM TO THE BUILDING STRUCTURE
- 1X OR 2X WOOD BUCKS BY OTHERS MUST BE ANCHORED PROPERLY TO TRANSFER LOADS TO THE STRUCTURE
- A LOAD DURATION FACTOR IN ALLOWABLE STRESS IS USED IN DESIGN OF ANCHORS INTO WOOD ONLY.
- DOOR FRAME: FLUTTERED FIBERGLASS
- DOOR PANEL: 0.120" SANDSTONE FRP OR FLUTTERED FIBERGLASS
- ULTIMATE LOAD OBTAINED FROM ASCE 7, MULTIPLY BY 0.6 SHALL BE LESS THAN OR EQUAL TO MAX. DESIGN LOAD IN THIS DOCUMENT. THE DESIGN LOADS SHOWN IN THIS DOCUMENT ARE ALLOWABLE DESIGN LOADS.
- LOCK:
REFER TO PAGE HW1 FOR LOCK OPTIONS



FLORIDA APPROVAL
FL#21856.3

REVISIONS

NO.	DATE	DESCRIPTION
1	10/22/20	ISSUED
2	10/22/20	REVISED

COVER

DATE: 10/22/20
SCALE: AS SHOWN
PROJECT: 21-0000
DRAWING: 04
SHEET: 1 OF 10

FIBERGLASS FRAME OUTSWING DOOR WITH SKIN (LMI & SMI)

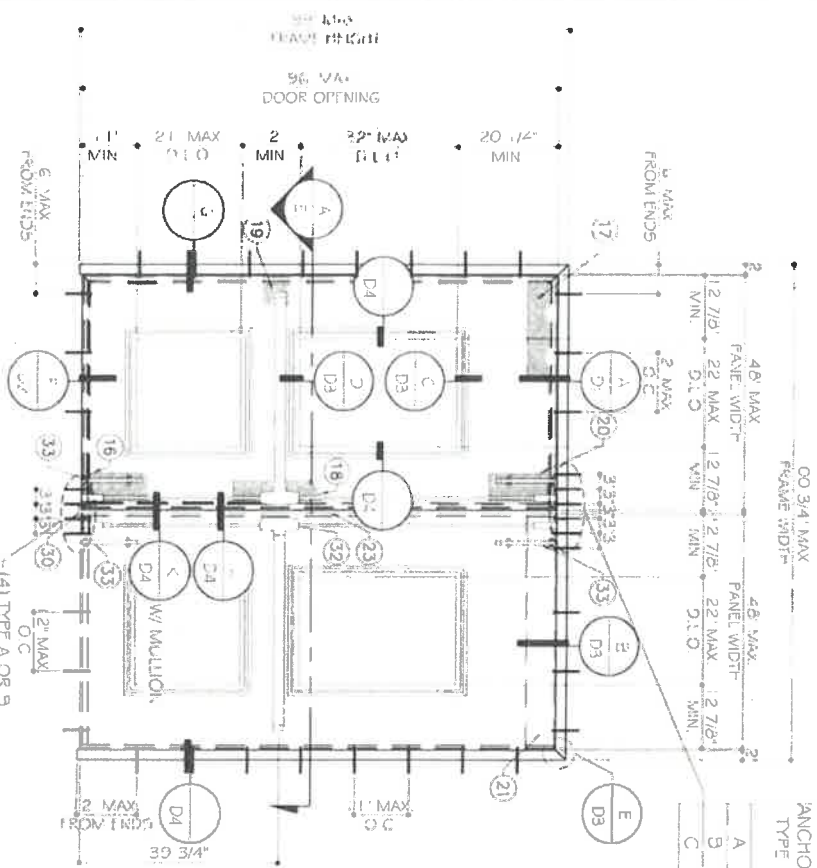
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860 SOUTH WILLIAMS STREET
P.O. BOX 6
CLATON, MI 49045
WWW.SPECIAL-LITE.COM

MCY ENGINEERING, INC.
GLAZING CONSULTANTS

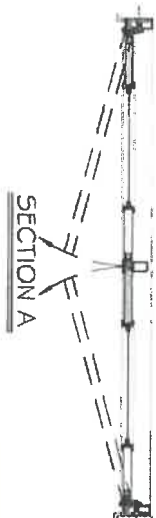
12781 MIRAMAR PARKWAY #301
MIRAMAR, FL 33027
P: 305.271.0117
www.MCYEngineering.com mcy@mcyengineering.com

NO.	DATE	DESCRIPTION
1	10/22/20	ISSUED
2	10/22/20	REVISED



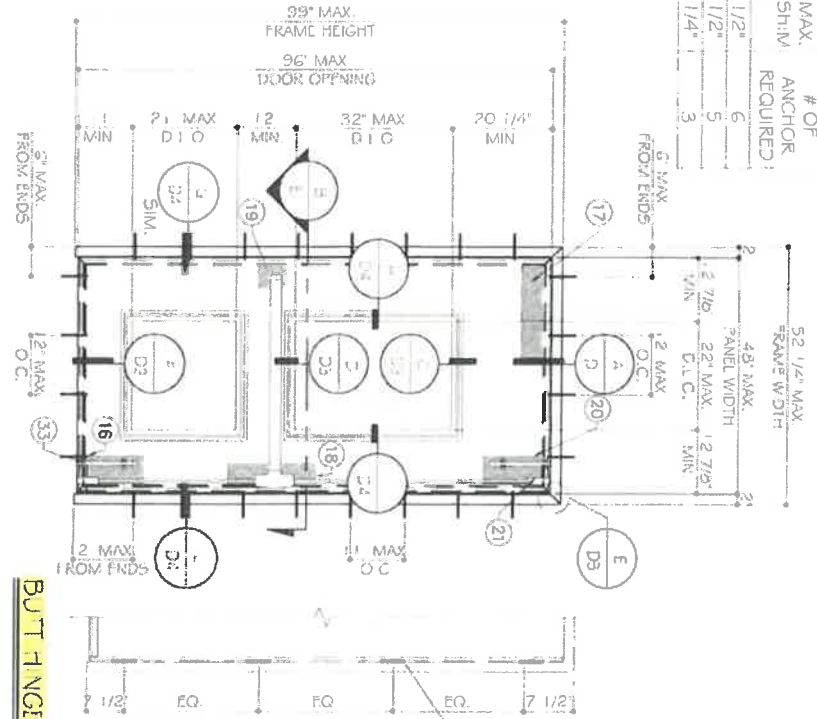
TYPICAL EXTERIOR ELEVATION (XX)

SECTION A



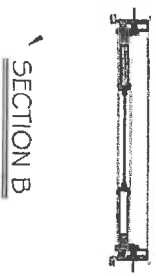
FOR LOCK OPTIONS
SEE SHEET HW1

DESIGN LOADS	
OR 150 PSF MINIMUM	FOR 255 LBS ABOVE O.C. SHOWN
OR 150 PSF MINIMUM	OR 150 PSF MINIMUM
+ 47.0 PSF	7.65 C PSF
- 65.0 PSF	65.0 PSF
SILL TYPE 1	SILL TYPE 2



TYPICAL EXTERIOR ELEVATION (X)

SECTION B



BUT HINGE

CONT. HINGE

HINGE LAYOUT

FLORIDA APPROVAL
PL#21856.3

DATE: 07/27/23
BY: J. J. JONES
CHECKED: J. J. JONES
DESIGNED: J. J. JONES

PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 98885

October 22nd, 2020

DATE: 07/27/23	BY: J. J. JONES	DESIGNED: J. J. JONES
CHECKED: J. J. JONES	NO. 98885	NO. 98885
ADIT - 04	2 OF 10	

FIBERGLASS FRAME OUTSWING DOOR WITH SKIN (LMI & SMI)

Special-Lite
Doors with more life

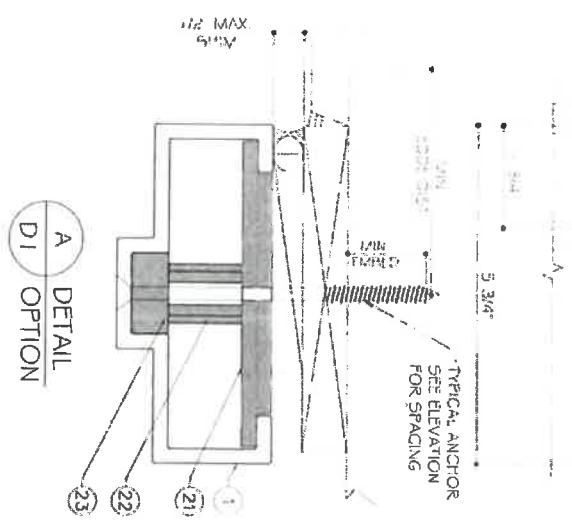
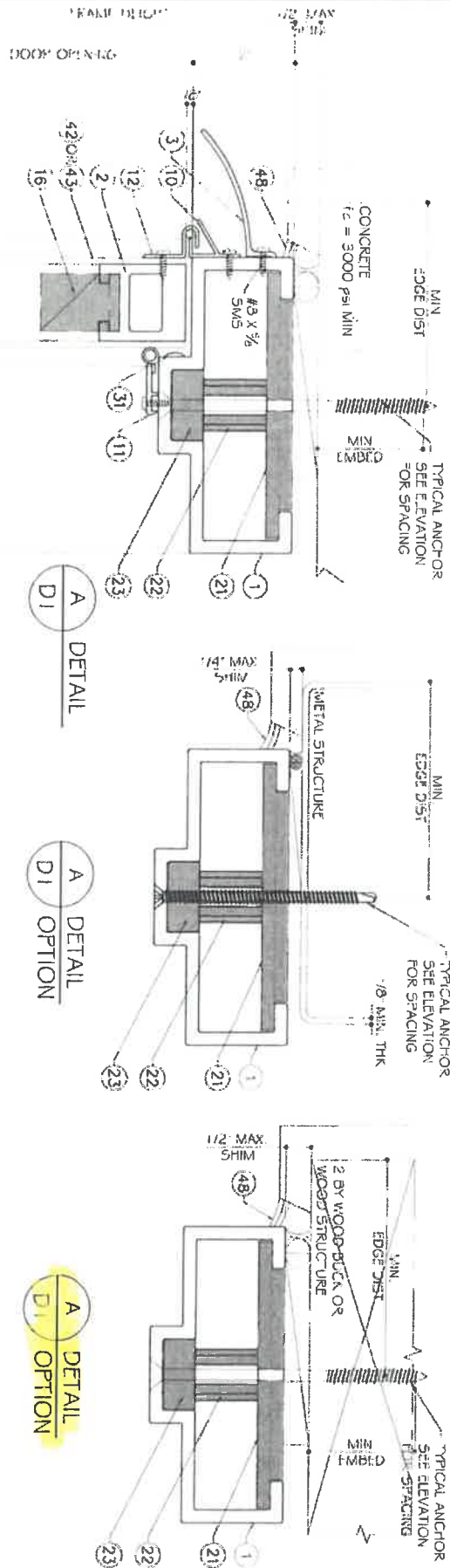
SPECIAL-LITE, INC.
860 SOUTH WILLIAMS STREET
P.O. BOX 6
DECATUR, GA 30005
WWW.SPECIAL-LITE.COM

MCY ENGINEERING, INC.
GLAZING CONSULTANTS

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MIRAMAR, FL 33027
P: 305.271.0117

www.MCYEngineering.com mcy@mcyengineering.com

REVISIONS	DATE	DESCRIPTION
1	07/21/2017	IBC
2	07/28/2020	IBC



A
D1
OPTION

A
D1
OPTION

TYPICAL ANCHORS:

(SEE ELEVATIONS FOR SPACING)

TYPE A: 1/4" DIA. ITW TACON (F_u=120 KSI, F_y=92 KSI)

1-1/2" MIN. EMBED INTO WOOD STRUCTURE

OR 1x1x1x OR 2x WOOD BUCK INTO CONCRETE / MASONRY

1-1/2" MIN. EMBED INTO CONCRETE / MASONRY

TYPE B: 1/4" DIA. ELCO ULTRACON (F_u=177 KSI, F_y=155 KSI)

1-1/2" MIN. EMBED INTO WOOD STRUCTURE

OR 1x1x1x OR 2x WOOD BUCK INTO CONCRETE / MASONRY

1-1/2" MIN. EMBED INTO CONCRETE / MASONRY

TYPE C: #14 SWS OR TEK'S SELF DRILLING SCREW (GRADE 5)

INTO METAL STRUCTURE

SUBSTRATE:

CONCRETE: f_c=3 KSI MIN. (HEAD/SHL OR JAW/B)

MASONRY: f_c=2 KSI MIN. (JAW/B ONLY)

WOOD: 5G=0.55 MIN (HEAD/JAW/B)

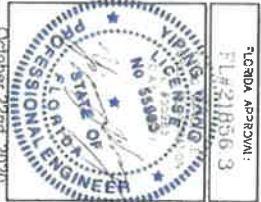
STEEL: 1/8" MIN THK, A36 MIN (HEAD/JAW/B)

TYPICAL EDGE DISTANCE:

INTO CONCRETE / MASONRY: 2-1/2" MIN

INTO WOOD: 1" MIN

INTO METAL: 3/4" MIN.



FLORIDA APPROVAL:	FL#21856.3
D1	
DATE: 12/27/2017	SCALE: AS SHOWN
DRAWN BY: AD17-04	CHECKED BY: AD17-04
3 OF 10	

FIBERGLASS FRAME OUTSWING DOOR WITH SKIN (LMI & SMI)

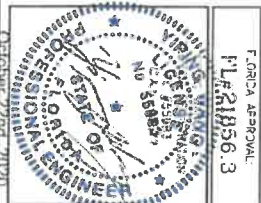
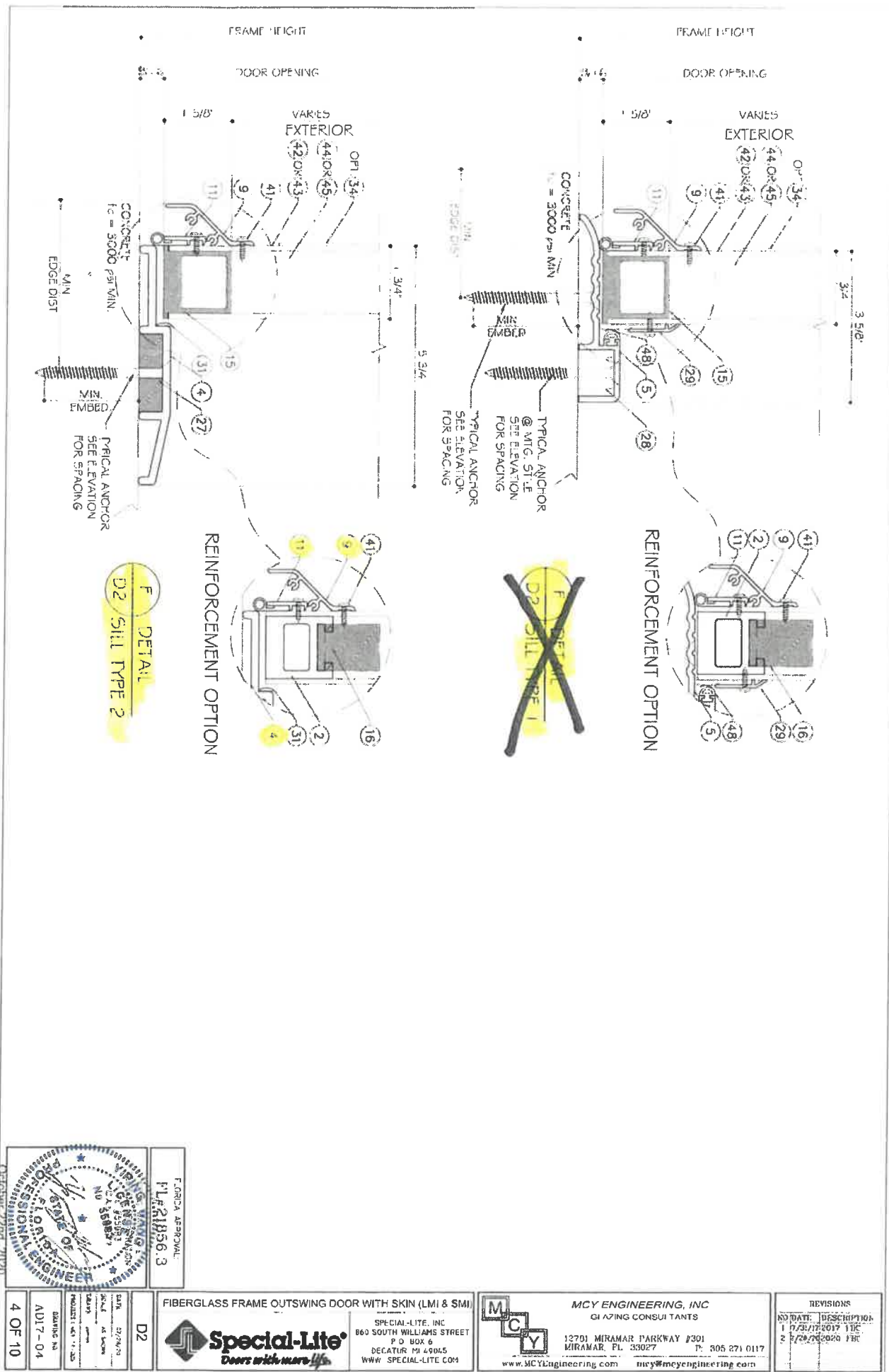
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Doors with more life.

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P.O. BOX 6
DECATUR, MI 49065
WWW.SPECIAL-LITE.COM

MCY ENGINEERING, INC
GLAZING CONSULTANTS

12781 MIRAMAR PARKWAY #301
MIRAMAR, FL 33027
P: 305.271.0117
www.MCYEngineering.com mcy@mcyeengineering.com

REVISIONS
NO. DATE DESCRIPTION
1 12/17/2017 17C
2 12/26/2020 20C



FL#21856.3	D2
DATE: 2/27/20	AD17-04
PROJECT: 4017-20	4 OF 10

FIBERGLASS FRAME OUTSWING DOOR WITH SKIN (LMI & SMI)

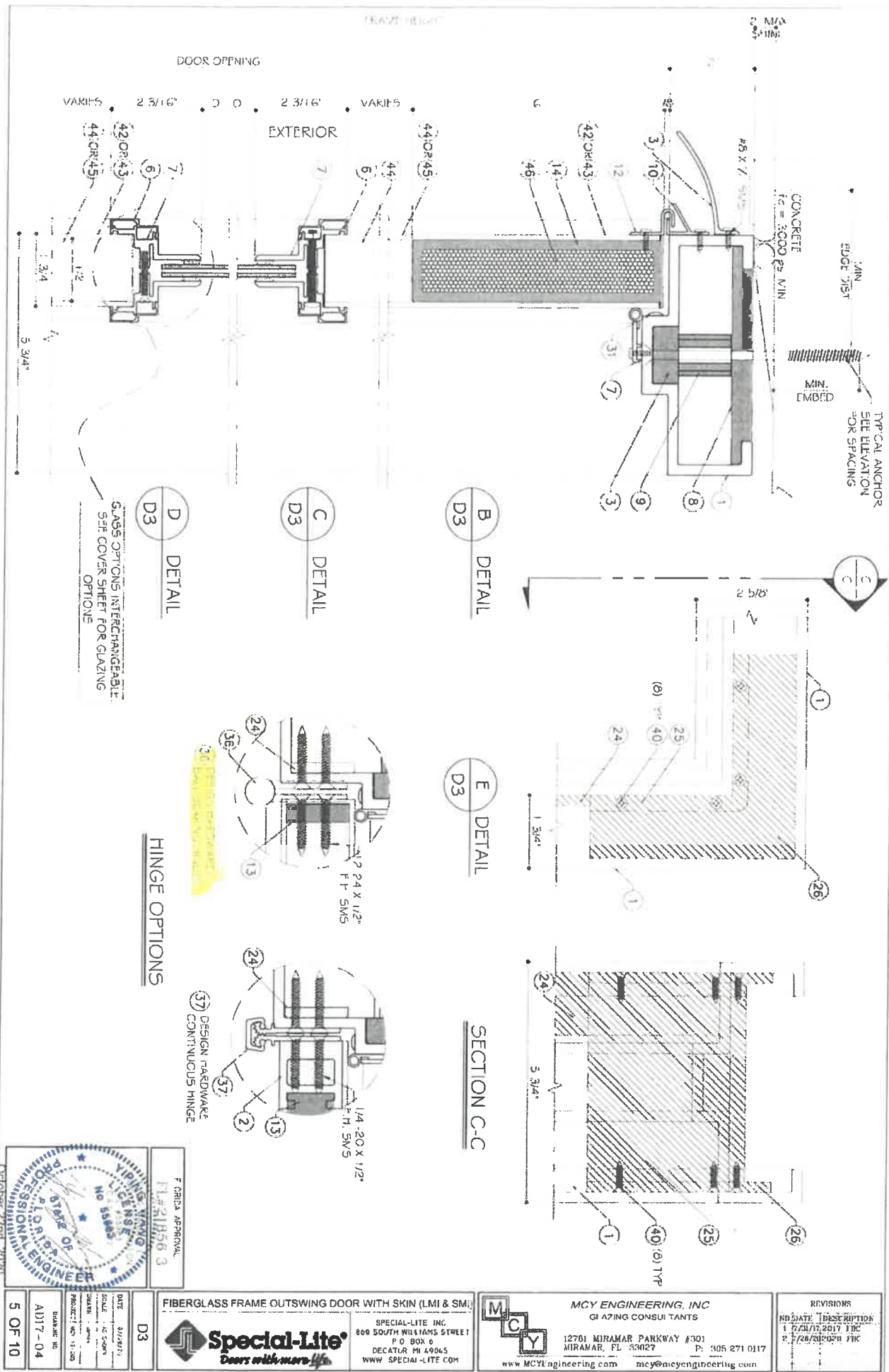
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MIRAMAR, FL 33027
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www.MCYEngineering.com mcy@mcyengineering.com

NO.	DATE	DESCRIPTION
1	7/31/2017	11C
2	2/28/2020	11C





HARDWARE:

DOOR OPTION 1

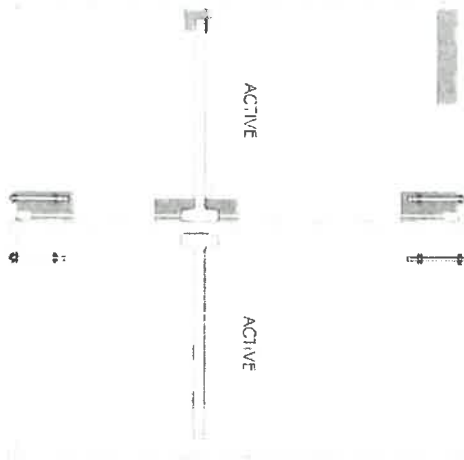
LOCK

ACTIVE PANEL: VON DUPRIN 9957 3 POINT LOCK W/ ACTIVATING PANIC DEVICE, VERTICAL RODS AT TOP AND BOTTOM, 39" FROM BOTTOM, FLUSH MOUNT METALLIC STRIKE PLATE @ 40" FROM BOTTOM.

- SURFACE BOLTS

ACTIVE PANEL: IVES SB360 ENGAGEMENT: 1 3/16" AT THRESHOLD AND 9/16" AT HEAD.

- MULLION: VON DUPRIN REMOVABLE MULLION AT MID SPAN ATTACHED TO FRAME HEAD USING A TWO PIECE METALLIC BRACKET W/ (2) 1/2 X 1/2" PH SWS AND (3) 1/4" 20 X 5/8" PH SWS INTO THE MULLION, FASTENED TO THRESHOLD W/ (2) 1/4" X 4" LAG SCREWS



DOOR OPTION 2

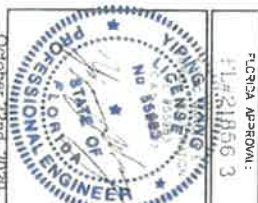
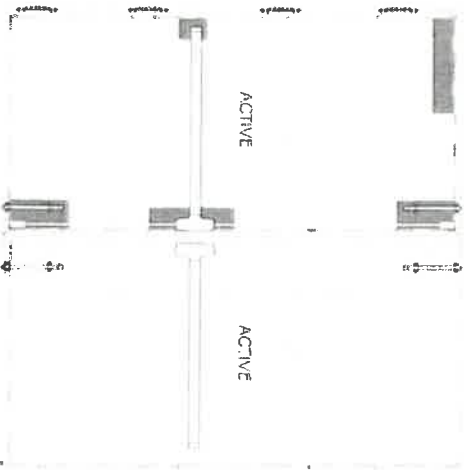
LOCK

LEFT ACTIVE PANEL: DESIGN HARDWARE 2000V 2 POINT LOCK EXIT PANIC DEVICE WITH VERTICAL RODS AT 33 3/4" FROM BOTTOM.

RIGHT ACTIVE PANEL: DESIGN HARDWARE 1000V 2 POINT LOCK EXIT PANIC DEVICE, WITH VERTICAL RODS AT 39 3/4" FROM BOTTOM.

- SURFACE BOLTS

ACTIVE PANEL: IVES SB360 ENGAGEMENT: 1 3/16" AT THRESHOLD AND 9/16" AT HEAD.

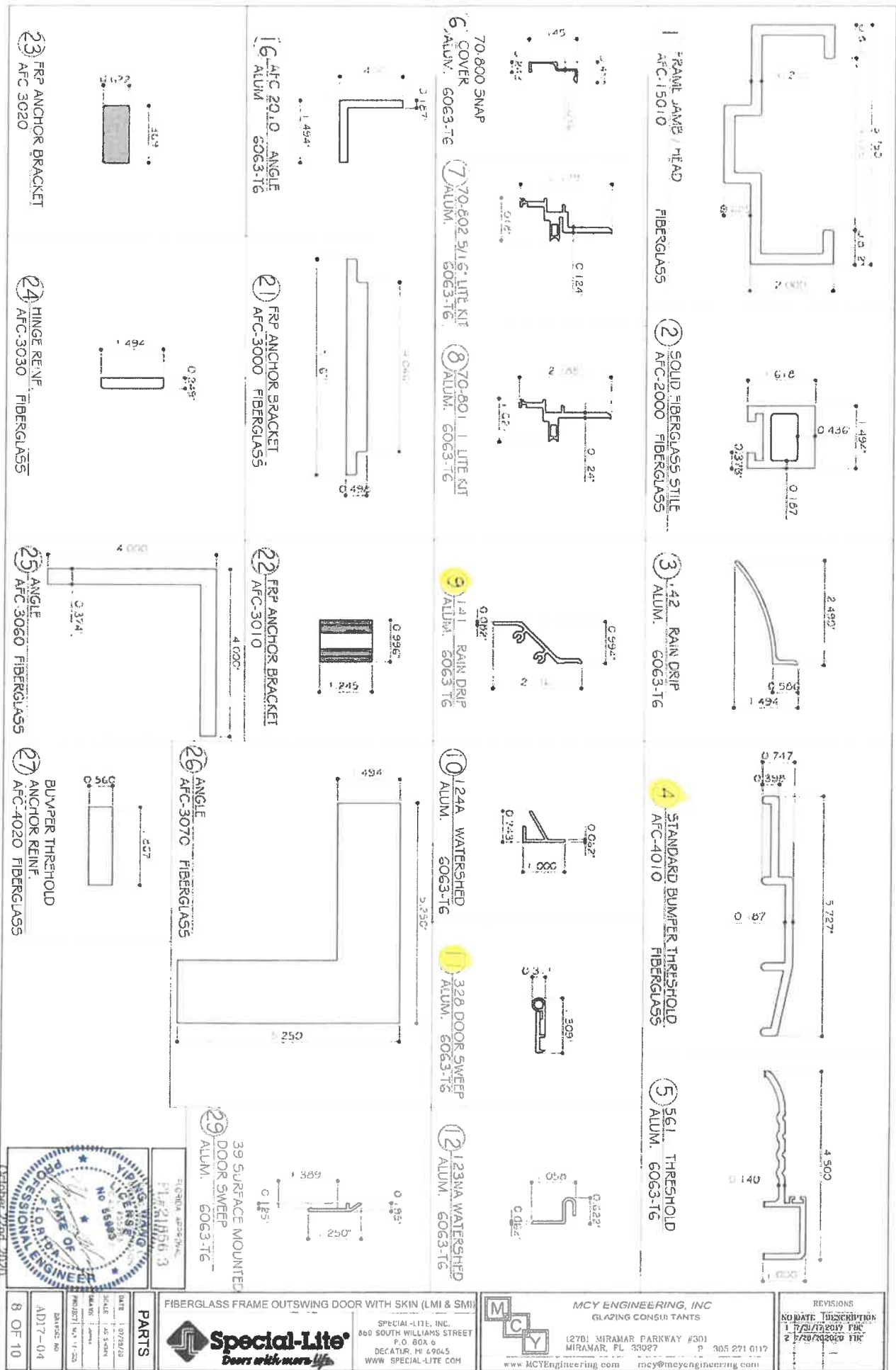


DATE	2/18/20
SCALE	AS SHOWN
DRAWN BY	WANG, JIANG
PROJECT NO.	1-20
DATE	2/18/20
SCALE	AS SHOWN
DRAWN BY	WANG, JIANG
PROJECT NO.	1-20
DATE	2/18/20
SCALE	AS SHOWN
DRAWN BY	WANG, JIANG
PROJECT NO.	1-20

FIBERGLASS FRAME OUTSWING DOOR WITH SKIN (LMI & SMI)	
 Special-Lite <i>Doors with more life</i>	
SPECIAL-LITE, INC. 868 SOUTH WILLIAMS STREET P.O. BOX 6 DECATUR, MI 49045 WWW.SPECIAL-LITE.COM	

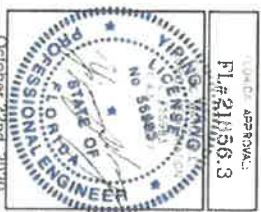
 MCY ENGINEERING, INC GLAZING CONSULTANTS	
12761 MIRAMAR PARKWAY #301 MIRAMAR, FL 33027 P: 305.271.0117 www.MCYEngineering.com mcy@mcyengineering.com	

REVISIONS	
NO.	DESCRIPTION
1	1/17/2017 2017 ITC
2	2/25/2020 ITC



BILL OF MATERIALS

ITEM	PART	DESCRIPTION	MATERIAL	MANUFACTURER / REMARKS
1	AFC-15010	FRAMF JAMB / HEAD	FIBERGLASS	SPECIAL-LITE, INC.
2	AFC-2000	SOLID FIBERGLASS STILE	FIBERGLASS	SPECIAL-LITE, INC.
3	142	ZERO INTERNATIONAL RAIN DRIP	ALUM 6063-T6	ZERO INTERNATIONAL
6	70-630	SPECIAL-LITE KIT SNAP COVER	ALUM 6063-T6	SPECIAL-LITE, INC.
7	70-602	SPECIAL-LITE 3/4" LITE KIT	ALUM 6063-T6	SPECIAL-LITE, INC.
8	70-60	SPECIAL-LITE 1" LITE KIT	ALUM 6063-T6	SPECIAL-LITE, INC.
10	124A	NATIONAL GUARD INTERLOCKING WATER SHED	ALUM 6063-T6	NATIONAL GUARD, ATTACHED W/ #6 X 2" SWS
12	123NA	NATIONAL GUARD INTERLOCKING WATER SHED	ALUM 6063-T6	NATIONAL GUARD, ATTACHED W/ #6 X 2" SWS
13	AFC-1000	PULTRUDED DOOR STILE	FIBERGLASS	SPECIAL-LITE, INC.
14	AFC-1010	PULTRUDED CLOSFR REINFORCEMENT	FIBERGLASS	SPECIAL-LITE, INC.
15	AFC-102C	PULTRUDED FLUSH BOTTOM RAIL	FIBERGLASS	SPECIAL-LITE, INC.
16	AFC-20 C	1/2" X 1/2" X 0.157 THK ANGLE	FIBERGLASS	SPECIAL-LITE, INC.
17	AFC-202C	FIBERGLASS TUBE REINFORCEMENT	FIBERGLASS	SPECIAL-LITE, INC.
19	AFC-2050	FIBERGLASS TUBE REINFORCEMENT	FIBERGLASS	SPECIAL-LITE, INC.
20	AFC-2090	FIBERGLASS TUBE REINFORCEMENT	FIBERGLASS	SPECIAL-LITE, INC.
21	AFC-3000	6" X 12" SURFACE BOLT REINFORCEMENT	20 LB URETHANE FOAM	SPECIAL-LITE, INC.
22	AFC-3000	FRP ANCHOR BRACKET	FIBERGLASS	SPECIAL-LITE, INC.
23	AFC-3020	FRP ANCHOR BRACKET	FIBERGLASS	SPECIAL-LITE, INC.
24	AFC-3030	FRP ANCHOR BRACKET	FIBERGLASS	SPECIAL-LITE, INC.
25	AFC-3060	3/6" X 3/16" X 1/4 THK HINGE REINF	FIBERGLASS	SPECIAL-LITE, INC.
26	AFC-3070	1/2" X 3/16" X 3/16" X 1/4 THK FRP REINFORCEMENT ANGLE	FIBERGLASS	SPECIAL-LITE, INC.
27	AFC-4020	FIBERGLASS BUMPER - FIBERGLASS ANCHOR REINF	FIBERGLASS	SPECIAL-LITE, INC.
28	PT-8003	* X 0.855" X 1/6 LG ALUM BAR REINF	ALUM 6061	SPECIAL-LITE, INC. ATTACHED W/ (4) 1/2" X 5" PH WOOD SCREW
30	9954IRM	VON DUPRN REMOVABLE MILLION 3" X 2" X 1/8" THK 94" X 116" LG	STEEL	VON DUPRN
31	X 1153151NGLE	TRIM-LOK SELF ADHESIVE BLB SEAL	EPDM SPONGE	TRIM-LOK
32	9957	VON DUPRN 3 POINT EXT DEVICE @ 39" FROM BOTTOM		VON DUPRN
34		0.0625" SS ARMOR PLATE	5751	SPECIAL-LITE, INC.
37	FW95-HD	CONTINUOUS HINGE	ALUM	DESIGN HARDWARE
38	SC-7	#0 X 1-1/4" OH SWS		



FL # 21156.3
 BOM
 9 OF 10

FIBERGLASS FRAME OUTSWING DOOR WITH SKIN (LMI & SMI)

 SPECIAL-LITE, INC.
 800 SOUTH WILLIAMS STREET
 DECATUR, GA 30030
 WWW.SPECIAL-LITE.COM

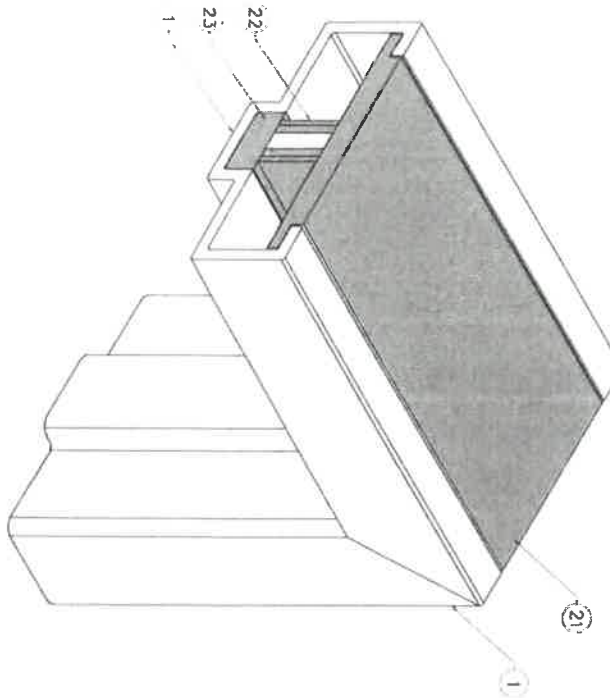
MCY ENGINEERING, INC
 GLAZING CONSULTANTS

 12781 MIRAMAR PARKWAY #301
 MIRAMAR, FL 33027
 P. 305.271.0117
 www.mcyengineering.com mcy@mcyengineering.com

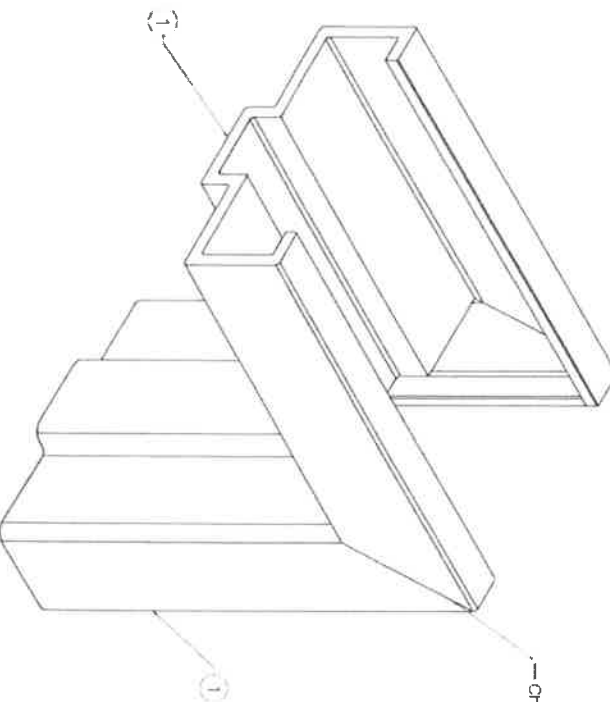
REVISIONS
NO DATE DISCUSSION
1 12/17/2017 THE
2 12/17/2020 ETC

BILL OF MATERIALS (CONT.)

ITEM	PART	DESCRIPTION	MATERIAL	MANUFACTURER / REMARKS
39	SC 109	#1.2 X 1-1/2 PHILLIPS FH SMS	STEEL	
40		#6 X 3/4" SMS	STEEL	
41		#6 X 5/8" SMS	STEEL	
42		0.120 SANDSTONE FRP	FRP	CRANE COMPOSITES
43		PULTRUDED FIBERGLASS SHEET	PULTRUDED FIBERGLASS	SPECIAL-LITE, INC.
44		6 LB URETHANE FOAM SHEET	URETHANE FOAM	DYPLAS
45		POLYPROPYLENE HONEYCOMB CORE	POLYPROPYLENE	AIR COMB OR PLASCORE
46		PET FOAM	FOAM	BALTEC
47		NEOPRENE GASKET	NEOPRENE	ZERO INFILTRATION
48		DC935 SILICONE	SILICONE	DOW CORNING
49		3/16" X 3/8" FOAM GLAZING TAPE	FOAM	NORSEAL
50		SPACER	ALUM	ALUMETAL, INC.
51		1/8" SETTING BLOCK	EPDM RUBBER	ZATKOFF SEALS AND PACKING
52		1/4" SETTING BLOCK	EPDM RUBBER	GLAZING RUBBER PRODUCTS
53	DOOR	DESIGN HARDWARE 2 POINT LOCK EXT DEVICE	ST/ST	DESIGN HARDWARE @ 39 3/4" FROM BOTTOM



REINFORCEMENT AT HEAD/JAMB



CORNER CONNECTION DETAIL

*LIFE SIZE SIGNATURE
PL#21856.3
 YOUNG WANG, INC.
 1000 S. W. 10TH AVE.
 MIAMI, FL 33135
 NO. 508897
 PROFESSIONAL ENGINEER
 STATE OF FLORIDA

DATE: 07/16/10
 TITLE: 100% S.DWG
 DRAWN: J. WANG
 PROJECT: 100% S.DWG

DRAWING NO.
 AD17-04
 10 OF 10

DECEMBER 22ND 2020

FIBERGLASS FRAME OUTSWING DOOR WITH SKIN (LMI & SMI)
Special-Lite
 Doors with more life.

SPECIAL-LITE, INC.
 860 SOUTH WILLIAMS STREET
 P.O. BOX 6
 DECATUR, MI 49005
 WWW.SPECIAL-LITE.COM

MCY
 MCY ENGINEERING, INC.
 GLAZING CONSULTANTS
 12781 MIRAMAR PARKWAY #201
 MIRAMAR, FL 33027
 P. 305.271.0117
 www.MCYEngineering.com mcy@mcyengineering.com

REVISIONS
 NO. DATE DESCRIPTION
 1 5/31/12 2017 TBC
 2 10/24/2020 TBC



DOTHAN COMMERCIAL DOORS, LLC

1201 LEONA STREET
DOTHAN, AL 36303

PHONE: 334-699-DOOR (3667)
FAX: 334-699-6623

TO: SAWCROSS

ATTN: DANNY JENKINS

DATE: MAY 18TH, 2021

PROJECT: CRESTVIEW WWTP

LOCATION: CRESTVIEW, FL

PROPOSAL

WE PROPOSE TO FURNISH THE FOLLOWING MATERIAL FOR THE ABOVE PROJECT:

- 2 EA. - FRP DOORS AND FRAMES
- 2 EA. - SCHLAGE MORTISE ENTRY LOCK, US32D
- 2 EA. - SARGENT DEADLOCK, US26D
- 2 EA. - ROCKWOOD SURFACE BOLTS, US26D
- 6 EA. - DESIGN HARDWARE HEAVY WEIGHT HINGES, US32D
- 2 EA. - NATIONAL GUARD WEATHERSTRIPPING, ALUM
- 2 EA. - NATIONAL GUARD DOOR SWEEP, ALUM
- 2 EA. - PEMKO THRESHOLD, ALUM
- 2 EA. - DESIGN HARDWARE DOOR CLOSERS

.....\$8,267.00

PLEASE SEE ATTACHED FRP CERTIFICATION REQUIREMENTS FOR FRP DOORS

***NOTE: HARDWARE PROVIDED IS PER THE CERTIFICATION REQUIREMENTS FOR
TIGER DOOR HURRICANE MODEL TO RECEIVE FLORIDA PRODUCT CODE LABEL***

*Note: If this job is to be tax exempt then there must be a tax exempt certificate attached
with the purchase order for this status to apply*

*****TAX NOT INCLUDED*****

IF APPROVED: (PLEASE SIGN, DATE & RETURN)

The seller shall do all within its power to perform the obligations set forth in this contract, but shall not be responsible for damages or delay caused by:

- (A) By delay or failure to receive delivery of material, damage or loss by carrier.
- (B) By lock-outs, embargos, strikes, of whatever nature.

- (C) By fire or accident.
- (D) By any cause or causes beyond the seller's control.

QUOTATION VOID AFTER 30 DAYS.
BY: JUSTIN KIRKLAND

Product Evaluation Report

Report No.: FL-26591.4

Date: April 9, 2018

Product Category	Sub Category	Manufacturer	Product Name
Exterior Doors	Swinging Exterior Door Assemblies	Tiger Door LLC 1811 Garden Street Greensburg, PA 15601 (513) 603-2975	Extreme Duty Hurricane Series Fiberglass Single Door Outswing "Impact"

Scope: Product Evaluation report issued by R W Building Consultants, Inc. & Lyndon F. Schmidt, P.E. (System IC # 1998) for Tiger Door LLC, based on Rule Chapter No. 61G20-3, Method 1D of the State of Florida Product Approval, Department of Business & Professional Regulation.

RW Building Consultants and Lyndon F. Schmidt, P.E. do not have nor will acquire financial interest in the company manufacturing or distributing the product or in any other entity involved in the approval process of the product named herein.

Limitations:

1. This product has been evaluated and is in compliance with the 6th Edition (2017) Florida Building Code (FBC) structural requirements excluding the "High Velocity Hurricane Zone" (HVHZ).
2. Product anchors shall be as listed and spaced as shown on details. Anchor embedment to base material shall be beyond wall dressing or stucco.
3. When used in areas requiring wind borne debris protection this product complies with FBC Sections 1609.1.2 & R301.2.1 and does not require an impact resistant covering. This product meets missile level "D" and includes Wind Zone 4 as defined in ASTM E1996 & FBC Sections 1609.1.2.1 & R301.2.1.2.
4. Site conditions that deviate from the details of drawing FL-26591.4 require further engineering analysis by a licensed engineer or registered architect.
5. See drawing FL-26591.4 for size and design pressure limitations.

Supporting Documents:

- | | | | |
|--|---|---|--|
| 1. <u>Test Report No.</u>
ATI 85316.01-201-44 | <u>Test Standard</u>
TAS 202-94 | <u>Testing Laboratory</u>
Architectural Testng, Inc. | <u>Signed by</u>
Joseph A. Reed, P.E. |
| 2. <u>Miami-Dade NOA</u>
17-0712.05 | <u>Materials Testing</u>
Saflex® PVB Interlayer (Eastman Chemical Company) | | |
| 3. <u>Drawing No.</u>
No. FL-26591.4 | <u>Prepared by</u>
RW Building Consultants, Inc. (CA #9813) | | <u>Signed & Sealed by</u>
Lyndon F. Schmidt, P.E. |
| 4. <u>Calculations</u>
Anchoring | <u>Prepared by</u>
RW Building Consultants, Inc. (CA #9813) | | <u>Signed & Sealed by</u>
Lyndon F. Schmidt, P.E. |
| 5. <u>Quality Assurance</u>
Certificate of Participation issued by Intertek Testing Services NA, Inc. – QA Entity, certifying that Tiger Door LLC is manufacturing products within a quality assurance program that complies with ISO/IEC 17020 and Guide 52. | | | |



Lyndon F. Schmidt, P.E.
 FL PE No. 43409
 4/13/2018



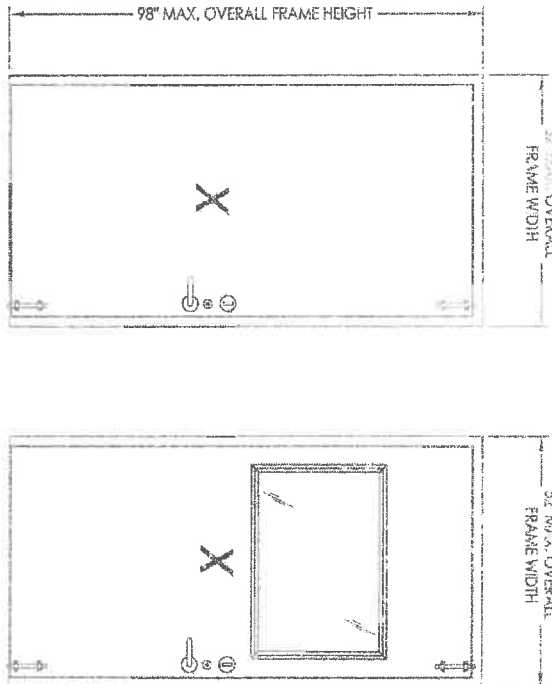
EXTREME DUTY HURRICANE SERIES FIBERGLASS SINGLE DOOR OUTSWING "IMPACT"

GENERAL NOTES

1. This product has been evaluated and is in compliance with the 4th Edition (2017) Florida Building Code (FBC) structural requirements excluding the "High Velocity Hurricane Zone" (HVHZ).
2. Product anchors shall be as listed and spaced as shown on details. Anchor embedment to base material shall be beyond wall dressing or stucco.
3. When used in areas requiring wind borne debris protection this product complies with FBC Sections 1609.1.2 & R301.2.1 and does not require an impact resistant covering. This product meets missile level "V" and includes Wind Zone 4 as defined in ASTM E1996 & FBC Sections 1609.1.2.1 & R301.2.1.2.
4. Site conditions that deviate from the details of this drawing require further engineering analysis by a licensed engineer or registered architect.

TABLE OF CONTENTS

SHEET #	DESCRIPTION
1	Typical elevations, design pressures & general notes
2	Door panel detail
3	Horizontal cross sections
4	Vertical cross sections
5	Frame anchoring & hardware details
6	Bill of materials & components



MAX FRAME DIMENSION	DOOR TYPE	DESIGN PRESSURE (PSF)	
		POSITIVE	NEGATIVE
52" x 96"	OPAQUE	+90.0	-90.0
52" x 96"	GLAZED	+90.0	-90.0

SURFACE BOLTS REQUIRED AT TOP & BOTTOM OF DOOR

PRODUCT: TIGER DOOR FIBERGLASS DOOR		Documents Prepared By: Lyndon F. Schmidt P.E. No. 43409	
PART OR ASSEMBLY: TYPICAL ELEVATION, DESIGN PRESSURES & GENERAL NOTES		BUILDING CONSULTANTS, INC. P.O. Box 230, Valrico, FL 33593 Phone No.: 813.659.8197 FEPE C.A. No. 9813	
DATE: 2/19/18 SCALE: N.T.S. DWG. BY: JK CHECK BY: LFS DRAWING NO.: FL-26591.4 SHEET: 1 OF 6	NO. DATE REVISIONS	STATE OF FLORIDA PROFESSIONAL ENGINEER L.F. SCHMIDT No. 43409	

Quote 39

RFE Construction & Fence Services
DBE, JSEB, & MBE Certified
4622 Castlewood Dr E
Jacksonville, Florida 32206
Phone (904) 613-1752 Fax (904) 354-7922
ronetheridge@hotmail.com

DATE: 12/2/2021

Crestview WWTP Solids Handling Fence/Gate Installation

DESCRIPTION	AMOUNT
Install New 115 LF of 8ft Chain Link Fence with 3 strand Barb Wire in Concrete	\$6,325.25
Install (2) 8ft x 45" Chain Link Cantilever Gate with Gate Hardware	\$59,790.00
TOTAL	\$66,115.25

Increase of \$ 7,439.⁰⁰

Thank you for your business!

Quote 39

RFE Construction & Fence Services
DBE, JSEB, & MBE Certified
4622 Castlewood Dr E
Jacksonville, Florida 32206
Phone (904) 613-1752 Fax (904) 354-7922
ronetheridge@hotmail.com

DATE: 5/12/2021

Crestview WWTP Solids Handling Fence/Gate Installation

DESCRIPTION	AMOUNT
Install New 115 LF of 8ft Chain Link Fence with 3 strand Barb Wire in Concrete	\$5,486.25
Install (2) 8ft x 45" Chain Link Cantilever Gate with Gate Hardware	\$53,190.00
TOTAL	58,676.25

Thank you for your business!

ATTACHMENT #03

DAVIS-BACON AND
AMERICAN IRON & STEEL INCLUSION



10970 NEW BERLIN ROAD JACKSONVILLE, FL 32226-2270
904-751-7500 (VOICE) 904-751-0600 (FAX) WWW.SAWCROSS.COM (WEB)

February 8, 2022

Mr. Scott Jernigan, P.E.
Jacobs Engineering
25 W. Cedar Street
Pensacola, FL 32502

Subject: Cost Increase associated with Davis Bacon Wage Rates and AIS Compliance

Dear Mr. Jernigan:

The following is intended to summarize the cost increase of labor and materials to comply with the American Iron & Steel and Davis Bacon Wage Rate requirements associated with SRF funding. There is a breakdown listing all vendors impacted and their pricing, followed by documentation from each.

Given that the City of Crestview does not currently have confirmation of the SRF Funding, we need to reiterate that this cost will apply for any materials ordered or work that is completed in the meantime, regardless of loan approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin Hanson'.

Justin Hanson
Project Manager

Crestview WWTP Solids Handling Improvements

<u>AIS and Davis Bacon Wages Price Increases</u>	
1. Sawcross labor w/Davis Bacon	\$21,000.00
2. DeZurik Plug Valves - AIS	\$4,525.00
3. Ductlie Iron Pipe and Fittings - AIS	\$44,994.11
4. RW Gate Co. Valves - AIS	\$1,000.00
5. CROM - Davis Bacon Wages	\$ 26,790.00
6. Moody's Electric - Davis Bacon	\$6,676.10
7. Cardinal Building Systems - AIS & Davis Bacon	\$ -(20,640.02)
8. American Eagle Fencing - AIS & Davis Bacon	\$12,457.05
9. Light Moon - AIS & Davis Bacon	\$6,700.00
10. C2i	\$10,965
Subtotal	\$114,467.24
Tax on items No. 2-4	\$3,031.15
Total	\$117,498.39

Justin Hanson

From: Christopher Mincey <cmincey@CromCorp.com>
Sent: Monday, January 31, 2022 3:45 PM
To: Justin Hanson; Tod Green
Cc: James Payne; Christina Parker; Todd Kinsell
Subject: RE: [EXTERNAL] Crestview WWTP Solids Handling Improvements - Subcontract

Justin,

Our estimator reran our estimates with the 2022 Davis Bacon wages and the cost increase was \$8,790. Most of this increase is coming from the iron worker rate which is quite expensive. Please let us know if you need anything additional at this time.

Sincerely,

Christopher T. Mincey, PE | Vice President
250 SW 36th Terrace, Gainesville, FL 32607
(C) 352.321.6652 (O) 352.372.3436 (F) 352.372.6209
cmincey@cromcorp.com | www.cromcorp.com
Licensed Professional Engineer: FL, GA, MS, SC
Licensed General Contractor: FL



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From: Justin Hanson <justinh@sawcross.com>
Sent: Thursday, January 27, 2022 12:48 PM
To: Tod Green <tgreen@CromCorp.com>
Cc: James Payne <jpayne@CromCorp.com>; Christina Parker <christinap@sawcross.com>; Christopher Mincey <cmincey@CromCorp.com>
Subject: RE: [EXTERNAL] Crestview WWTP Solids Handling Improvements - Subcontract

Our Proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements (required by OSHA) such as: site training, additional safety equipment or requirements plus 30% for overhead storage, the cost for such additional

Previous change order cost breakdown had \$675,600 transposed as \$657,600 resulting in a variance of \$18,000

10. QUOTATION

We are prepared to carry out our Scope of Work in accordance with the foregoing for the lump sum price of:

Two 250,000-Gallon Open-Top Prestressed Concrete Tanks

\$675,600

Based on monthly estimates for percentages of Work completed and materials on hand, your payments are to be received by us in our office at 250 SW 36th Terrace, Gainesville, Florida 32607, within seven (7) days after the owner's payment to you. All costs for third party contracts and billing management services, or use of any software, as may be required by the Client or Owner, will be added to the Proposal price, by change order. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1% per calendar month, or any fraction thereof until received in our office.

Final payment shall be received by us within the designated contract time per the bid documents, or upon acceptance of the tank by the owner or the owner's representative, whichever is earlier. Final payment shall not be held up because of delays in testing. The Proposal Amount and Time shall be adjusted by the amount of CROM's reasonable and verified cost of shutdown, delay, and startup, which shall be affected by an appropriate change order.

In the event of default on the date of final payment, it is agreed that interest will be paid by you at the rate of 12% per annum on the outstanding balance.

Any reasonable legal or other expense necessary for the enforcement of this contract or for collection of monies due shall be borne by the party at fault.

11. ARBITRATION

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction.

12. GUARANTEE

For five years after completion of construction, we will guarantee workmanship and materials on the complete structural portion of the tanks, as well as the accessories manufactured by our company. In case leakage or other defects appear within the period, CROM shall promptly make repairs at its own expense upon written notice by the owner that such defects have been found. Leakage through the sidewalls shall be defined as the appearance of free-flowing liquid on the exterior surface, the source of which is from the inside of the tank. CROM's guarantee is limited to defects in CROM's workmanship and materials, and CROM is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use or lack of maintenance.

CROM will provide a written company warranty to cover this five-year guarantee.



NATIONWIDE SYSTEM INTEGRATION
Providing solutions since 1962



5253 OAKDALE ROAD • SMYRNA, GEORGIA 30082
MAILING ADDRESS: 4480H SOUTH COBB DRIVE • PMB 301 • SMYRNA, GA 30080-6984
PHONE: 404/351-1085 • FAX: 404/794-5784 • EMAIL: admin@c2iinc.com

FLORIDA OPERATIONS OFFICE:
23 S. DILLINGHAM AVENUE, STE. A
KISSIMMEE, FL 34741
PHONE: 404/351-1085

FIELD OFFICES: Georgia
Florida
Tennessee

February 10, 2022

Sawcross Contractors & Engineers.
10970 New Berlin Road
Jacksonville, FL 32226-2270

Attn: Justin Hanson

Reference: Crestview WWTP Solids Handling Improvements

Dear Justin,

As we discussed briefly on the telephone a couple of weeks ago, manufacturers across the board raised prices at the first of the year.

At the first of December we did not anticipate high increases so on December 9 we projected to you just a \$1,000.00 increase.

Once we received your contract a couple of weeks ago, we rechecked pricing and found dramatic increases.

We have met with the distributors in an attempt to get some relief on the pricing but have been unsuccessful since the manufacturers are incurring the cost impact.

The C2i contract as written is for \$51,000.00 (including sales tax.) Based on updated pricing our cost is \$59,014.00

We therefore cannot accept this contract knowing that our costs exceed the contract amount.

In order to cover our overhead, we would need a minimum 5% markup bringing the price to 64,513.00 dollars.

This is a very unfortunate situation. Let us know if you are able to cover this cost increase and if so, we will prepare the submittal documentation.

If you have any questions, please let us know.

5% Markup totals =
\$61,965

Sincerely,

Mark G. Healey
CONTROL INSTRUMENTS, INC./C2i
MGH/dd

Cc: Sue Adams

Justin Hanson

From: Travis Thornton <travis@light-moon.com>
Sent: Wednesday, February 2, 2022 10:06 AM
To: Justin Hanson; Dustin Everett
Subject: Re: Crestview WWTP

Justin,

If this job is a Davis Bacon Wage job with certified payroll please add \$ 6700.00 to our contract price

Thank you,

Travis Thornton
Estimator/PM
Light Moon, LLC
C - 256-267-9252



January 21, 2022

TO: Bidding Contractors
ATTN: Estimator
QUOTE #: 21030 Rev 1
PROJECT: Crestview WWTP Solids Handling Imps.
LOCATION: Crestview, FL
ENGINEER: Jacobs
BID DUE: 5/18/20
QUOTATION BY: Chip Ruth
PAGE: 1 of 2

The following equipment has been quoted per specification up to and including Addendum #3. Valve boxes, Extension stems, stem guides and tee wrenches are not included unless otherwise noted. MJ accessories and flange joint material are not included. Permanent name plates are by others.

The proposed valves do not meet AIS and will need to be re-quoted if required to be manufactured domestically.

<u>Tag</u>	<u>Quantity</u>	<u>Description</u>
Plug Valves		
PV1	1	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, Yard Piping, WAS line on sheet 05-Y-2001
PV2	1	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, Yard piping on sheet 05-Y-2002
PV3	2	8" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, Yard piping on sheet 05-Y-2002
PV4	4	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Aerobic Digesters on sheet 05-Y-2002, 20-D-2001
PV5	2	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Intermediate Sludge Transfer on sheet 25-SD-2001
PV6	1	8" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Intermediate Sludge Transfer on sheet 25-SD-2001

ECO-TECH, INC. 156 Hickory Springs
Industrial Drive
Canton, GA 30115



P-770-345-2118
F-770-345-2699

<u>Tag</u>	<u>Quantity</u>	<u>Description</u>
PV7	4	8" 6" Flanged DeZURIK Plug valve with Hand wheel operator, At Intermediate Sludge Transfer on sheet 25-SD-2001
PV8	2	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Biosolids Feed Pump Station on sheet 30-SD-2001
PV9	2	8" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Biosolids Feed Pump Station on sheet 30-SD-2001
PV10	4	6" Flanged DeZURIK Plug valve with Hand wheel operator, At Biosolids Feed Pump Station on sheet 30-SD-2001

Telescoping Valves

TV1	2	6" Telescoping valve w/ 5'-4" length of travel, rising stem, 316SS construction with Floor stand mounting bracket, Floor stand w/ manual Hand Wheel operator, At Aerobic Digesters on sheet 20-D-2001 Include On-site Manufacturer's Field services
----------------	--------------	--

Check Valves

CV1	2	6" Flanged Kennedy Swing Check valve with Resilient seat and Lever & Spring, at Biosolids Feed PS on sheet 30-SD-2001
-----	---	---

Total Price: \$32,590.00

Submittal Lead Time: 4 - 6 weeks after purchase order
Manufacturing Lead Time: 10 - 12 weeks after release
Terms are Net 30
Freight is FOB: Factory, Full Freight Allowed



January 27, 2022

TO: Bidding Contractors
ATTN: Estimator
QUOTE #: 21030 Rev 1 AIS
PROJECT: Crestview WWTP Solids Handling Imps.
LOCATION: Crestview, FL
ENGINEER: Jacobs
BID DUE: 5/18/20
QUOTATION BY: Chip Ruth
PAGE: 1 of 2

The following equipment has been quoted per specification up to and including Addendum #3. Valve boxes, Extension stems, stem guides and tee wrenches are not included unless otherwise noted. MJ accessories and flange joint material are not included. Permanent name plates are by others.

All valves are made in the USA and meet the American Iron & Steel Act (AIS)

<u>Tag</u>	<u>Quantity</u>	<u>Description</u>
Plug Valves		
PV1	1	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, Yard Piping, WAS line on sheet 05-Y-2001
PV2	1	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, Yard piping on sheet 05-Y-2002
PV3	2	8" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, Yard piping on sheet 05-Y-2002
PV4	4	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Aerobic Digesters on sheet 05-Y-2002, 20-D-2001
PV5	2	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Intermediate Sludge Transfer on sheet 25-SD-2001
PV6	1	8" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Intermediate Sludge Transfer on sheet 25-SD-2001

ECO-TECH, INC. 156 Hickory Springs
Industrial Drive
Canton, GA 30115



P-770-345-2118
F-770-345-2699

<u>Tag</u>	<u>Quantity</u>	<u>Description</u>
PV7	4	8" 6" Flanged DeZURIK Plug valve with Hand wheel operator, At Intermediate Sludge Transfer on sheet 25-SD-2001
PV8	2	6" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Biosolids Feed Pump Station on sheet 30-SD-2001
PV9	2	8" MJ DeZURIK Plug valve with buried service gear actuator and 2" Nut, At Biosolids Feed Pump Station on sheet 30-SD-2001
PV10	4	6" Flanged DeZURIK Plug valve with Hand wheel operator, At Biosolids Feed Pump Station on sheet 30-SD-2001

Telescoping Valves

TV1	2	6" Telescoping valve w/ 5'-4" length of travel, rising stem, 316SS construction with Floor stand mounting bracket, Floor stand w/ manual Hand Wheel operator, At Aerobic Digesters on sheet 20-D-2001 Include On-site Manufacturer's Field services
----------------	--------------	--

Check Valves

CV1	2	6" Flanged Kennedy Swing Check valve with Resilient seat and Lever & Spring, at Biosolids Feed PS on sheet 30-SD-2001
-----	---	---

Total Price: \$37,115.00

Submittal Lead Time: 4 - 6 weeks after purchase order
Manufacturing Lead Time: 10 - 12 weeks after release
Terms are Net 30
Freight is FOB: Factory, Full Freight Allowed

American Eagle Fence, LLC

768 John Sims Pkwy E, Niceville, FL 32578



February 2, 2022

1. Installation of 140 LF of 8' tall chain link with three strands of barbwire attached.
 - a. 3" Terminal Posts
 - b. 2 1/2" Line Posts
 - c. 1 5/8" Top Rail
 - d. 2 x 9ga x 96" Fabric
 - e. Bottom Tension Wire
2. Installation of two 45' cantilever chain link gates 8' tall with three strands of barbwire on top.
 - a. 6 5/8" Gate Posts
 - b. Hardware included.
3. Client agrees to allow access to power and water for installation crew – tool charging and concrete mixing if needed.
4. Client Agrees to mark all underground utilities, sprinkler lines/heads etc.

---\$78,572.30--- Cash or Check Price

American Eagle Fence accepts credit cards for an additional 3.5% processing charge.

Price valid for 15 days. If you are agreeable with this estimate, please call or email Nick Corley @ (850) 687-9569 ncorley@ameaglefence.com to begin the process to schedule your fence installation. AEF requires a Purchase Order or a 50% deposit to schedule installations.

We look forward to providing you excellent service.

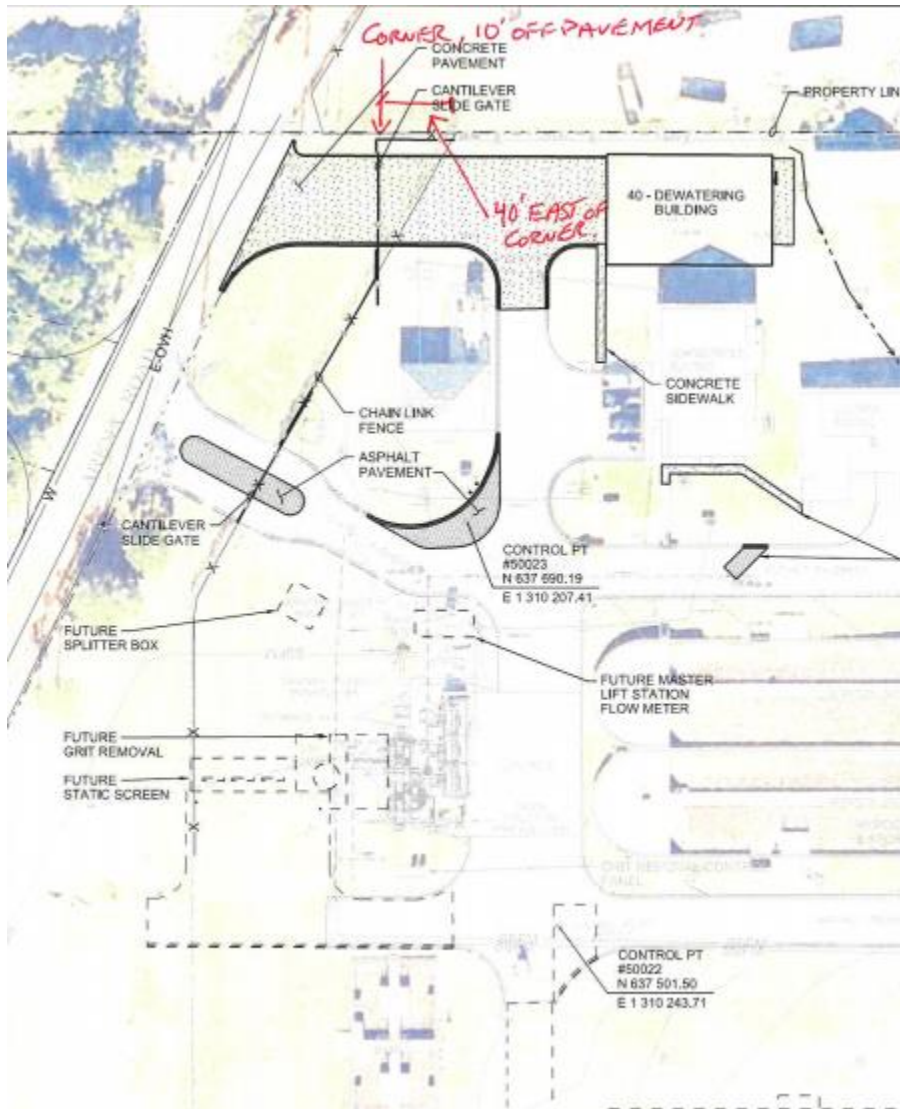
Sincerely,

Nick Corley

Nick Corley, Commercial Sales

Contract subject to the terms and conditions page attached hereto.

Approximate Layout



Terms & Conditions

1) Fence Design and Location

You are responsible for determining the location of the fence to be installed including determining the exact location of all property corners and property lines. If visible property markers are not present, a survey by a survey professional may be necessary in the sole discretion of contractor. Where the fence lines are not indicated by surface marks or stakes, no responsibility shall rest with American Eagle Fence (AEF) or the installation professional by reason of erecting fence on incorrect line and you hereby agree and indemnify AEF and installation professional and save it harmless against and in respect to the claims of any persons aggrieved by the location of said fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by our erection forces in the course of installation. AEF is not responsible for relocation or modification costs due to incorrect installation locations or designs caused by you. You are responsible for communicating with adjacent property owners prior to fence installation to avoid potential disputes. Connections to adjacent property owner's fence should also be discussed and agreed to with neighbor to avoid potential disputes. You are responsible for ensuring that the fence design conforms to all ordinances and/or codes (HOA, municipality, state, city, etc.). You will need to obtain and provide approvals from the HOA before installation of your fence can be scheduled. If requested, AEF will assist with any required permits and permit numbers where necessary at an additional cost to you.

2) Public Underground Utilities

AEF will contact Sunshine 811 and have public utilities marked prior to arriving on site. You may see paint and/or flags anywhere in the entire property even if work is only in part of the property.

3) Private Underground Lines and Obstructions

It is your responsibility to mark underground lines and obstructions with flags of marking paint. AEF is not responsible for any damage to private underground utilities, fixtures, wires, piping, sprinklers, etc. that are unmarked or marked incorrectly. You shall absorb all costs for repairs for unmarked lines. It is your responsibility to mark obstacles that may be underground such as concrete footings, french-drains, large rocks, concrete cinder blocks, roots greater than 2" diameter etc. to avoid potential add-on charges for difficult dig conditions. Where extended lengths of hand digging are required near marked utility lines, private lines or other obstacles, additional charges may be assessed. It is your responsibility to mark any private lines (sprinkler lines and wiring; underground water/electrical lines connected to water features, pools and other buildings; french-drains; satellite wiring; walkway lighting wiring; etc.). AEF uses sharp digging tools and powered augers when digging holes. If AEF hits an unmarked private line, you will be responsible for repairing or relocating private lines after fence installation and it is advisable to have a contingency budget for this work. **You are responsible for any additional costs due to public or private utility or sprinkler damage and you shall indemnify, hold harmless and exculpate any claims you or your agents may claim against AEF for such actions.** If fence post placements challenges known utility lines (public or private), the fence plan could be altered through a change order to avoid potential conflicts. You shall indemnify and hold AEF and Installation professionals harmless for any damage to any unmarked items within two (2) feet either side of the fence line.

4) Installation

AEF will give you an approximate installation period when work will start. AEF will contact you as we approach the installation period to set a three (3) day start window. Please plan to be present or plan for a representative to be present at the beginning of the scheduled installation to answer any questions that the

installer may have. The Installation professionals will need access to water for mixing the concrete and access to 110-volt power. It is important that you or your representative are present near the end of the installation for final inspection and payment. There will be equipment traffic and some equipment noise during the construction process. You and your neighbor's yard will probably be un-secured for several days during demo and installation. It is always best to notify any adjacent property owners of the upcoming work as well as keeping children and pets secured and away from the work area. Any estimates on time of installation may not be relied upon by customer as any written warranty for date of completion. Time is not of the essence.

5) Landscaped Yards

The fence will be installed to the contour of the existing ground unless agreed to otherwise in writing in original scope of work or on a change order. AEF is not responsible for any damage or soiling to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, etc., resulting from gaining access or performing work in the proximity. You shall absorb the cost of any damages to landscaping. There will be up to 2" gaps under fences on flat terrains. Gaps over 2" may appear on sloping or uneven terrain or under gates. You are responsible for backfilling with dirt unless agreed to in writing in the scope of work or on a change order. Fence installation does not include dirt, shrub, or tree removal or replacement. Any clearing of the proposed fence line must be completed by you prior to any fence work commencing. In the event this is not completed once the crew arrives to install the fence, additional charges may be accessed to achieve the necessary workspace. You shall indemnify and hold AEF and Installation professionals harmless for any landscape damage to items within two (2) feet either side of the fence line.

6) Gate Operators and Automated Gates

All Gate Operators installed by AEF will be installed per the latest version of UL 325. All automated gates will be installed per latest version of ASTM F2200. All Gate Operators serviced by AEF will be required to meet the latest version of UL 325 and all automated gates serviced will be required to meet latest version of ASTM F2200 upon completion of service. **AEF is not responsible for integrating gate operators into any of your security software systems.** AEF typically installs keypads that will work with most security systems unless specified otherwise in the scope of work. Additional arrangements will need to be made by you with your IT company to integrate into any other security software system and is not the responsibility of AEF. Once the gate operator is installed and is made operational (regardless of whether it has been integrated into your security software or security system) payment is due. Safety devices are required for the operator to operate. They are in place for your safety and to protect you from liability. After gate installation is approved and signed off by you, AEF allows for two additional trips to adjust safety devices in the event of settling within the first 30 days. Any additional trips will result in a \$150 trip charge.

7) Payment

You agree to pay American Eagle Fence, LLC according to the following plan: **50% of the estimate prior to any fence work commencing for ordering materials. The remaining 50% upon completion of the fence work and inspection with AEF representative.** Or other written payment plan agreed to by both parties. Measurements provided in this estimate are for estimating purposes only. You agree to pay for the entire fence installation at the final price quoted on the contract or on any change orders. Once materials have been ordered, the initial 50% deposit cannot be refunded to you. If for any reason you decide not to move forward with the proposed fence work after the initial deposit has been paid, all materials ordered may be picked up at

AEF or will be delivered to you for a delivery fee. Any monies received above and beyond the price of the materials and delivery fee administrative fees, profit and overhead will be refunded to you. If full payment is not made within 10 days of project completion, AEF will charge a 10% late fee or the maximum amount allowed by law, whichever is greatest and possibly seek legal actions including but not limited to filing a mechanic's lien on your property per Florida Statute as described in Exhibit A. Payments by credit card will be assessed a Non-Cash Transaction fee of 3.5%. Payments by financing through Synchrony Financial will be assessed a Non-Cash Transaction fee of 6.35%.

8) Changes and Change Orders

At your request, AEF may perform additional work subject to a Change Order with additional charges payable by you to AEF. Any changes to installation i.e., a substitution of materials or an expansion of the scope of the work, will require you and AEF to first sign a written Change Order that will become part of this Agreement. Any Change Order(s) must be clear in scope and specify any additional payment(s) and or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions such as the presence of underground or overhead utility lines, rocks, roots greater than 2" diameter, buried debris, mold, asbestos, lead paint, or any conditions different from what you represented, AEF may immediately ask for a Change Order or discontinue installation without further obligation to you. If you decline a Change Order request, AEF may terminate this Agreement. In the event of change orders during construction, you agree to pay 50% of the change order estimate upon approval of the new work, and the remaining 50% upon completion or other written payment plan agreed to by both parties. You agree that if payment is not made according to the above plan, AEF has the right to stop all work until payments have been brought current.

9) Signage and Advertising Images

Unless requested by you otherwise, AEF will install 1 or more AEF fence plate signs on the outside of your fence. AEF may also take photographic images of your fence and has the right to use those images of your fence for its advertising purposes in printed pictures, on its web site or other social media platforms.

10) Prevailing Party

In the event of any litigation, the prevailing party in any litigation shall be entitled to an award of all attorney fees and costs, through appeal. The parties further agree that Florida is the controlling law and a venue of Okaloosa County, FL.

11) Force Majeure

AEF will not be liable for any failure or delay in performing an obligation under this agreement that is due to causes that are outside its reasonable control, including Acts of God, accident, riots, war, Terrorist acts, epidemics, pandemics or 3rd party supplier delivery delays.

12) Waiver of Trial by Jury

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY.

13) Limited Warranty

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AEF WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE (1) YEAR FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES AEF DURING THE WARRANTY PERIOD, AEF WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY DEFECTS DUE TO FAULTY WORKMANSHIP. AEF'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY PERSONS OTHER THAN AEF, ABUSE,

American Eagle Fence, LLC

768 John Sims Pkwy E, Niceville, FL 32578

MISUSE, NEGLIGENCE, EXCESS WATER FROM SPRINKLERS
OR NORMAL WEAR AND TEAR. MERCHANDISE AND
MATERIALS IS COVERED EXCLUSIVELY BY THE

MANUFACTURER'S WARRANTY THAT MAY GIVE
CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER

MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY
FROM STATE TO STATE.



Operations Field Change Order

Client: _____ Foreman: _____

Job #: _____ Date: _____

(all prices include tax)

Service Provided	Cost (each)		Quantity	Total
Standard Excessive Root Excavation (Per hole)	\$21.21			
Abnormal excessive root excavation or use of jackhammer (Per hole)	\$53.25			
Sprinkler Repair – ½" (Per break)	\$66.72			
Sprinkler Repair – ¾" (Per break)	\$68.05			
Sprinkler Repair – 1" (Per break)	\$71.38			
Sprinkler Repair – 1 ¼" (Per break)	\$79.08			
Sprinkler Repair – 1 ½" (Per break)	\$76.21			
Sprinkler Repair – 2" (Per break)	\$82.77			
Sprinkler Repair – 3" (Per break)	\$99.65			
Sprinkler Repair - 4" (Per Break)	\$101.39			
Misc. to be approved by supervisor + client (Each)	\$			
Excessive concrete footers on tear out (Per post)	\$			
			Total Cost	\$

Notes: _____

AEF Representative (Print)

Client Name (Print)

X

X

AEF Representative (Signature)

x

Client Name (Signature)

x

By signing this contract, you and American Eagle Fence LLC agree to all terms outlined above.

It is very important to read the Terms and Conditions included in this agreement. By signing this proposal and providing a deposit you are creating a Contract between the parties for the selected products and you agree to the Terms and Conditions.	
	Initial
1) AEF will request the major utilities to mark electrical, water, gas, and cable locations if the utilities provide this service in your city.	
2) There are some underground items that only the property owner can identify. The utility companies do not mark these, and AEF is not responsible for damage to unmarked items. Prior to the installation, it is important that you use a bright colored spray paint or flags to mark the ground for locations of: a. Underground Sprinkler lines b. Underground water lines that feed a swimming pool or other structures c. Underground electric lines (other than local utility lines) that supply power to lamp posts, walkway lighting, yard lighting, and wiring for pools, sheds, wells, etc., d. French drains or relate items e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.	
3) You are responsible for the location of the fence. If you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach on to your neighbor's property and follows local building codes for setback requirements. AEF is not responsible for the costs associated with moving or removing fences where the property lines have not been properly located before installation.	
4) To ensure proper installation of your new fence; trimming, clearing or moving objects may be required. AEF can provide these services in the initial scope of work or on a change order, or you may choose to save these costs by doing this wok yourself before installation: a. To provide room for a quality installation, all shrubs, hedges, brush, briars, tall grass, etc. must be cleared 2 feet on either side of the installation line for your new fence b. Any trees, shrubs or other objects (i.e. sheds, water features, landscape structures) near the installation line for the new fence must be cleared or moved 2' on either side of the installation line, and cleared to a height of at least 6 ½' c. Trimming, clearing, and disposal of shrubs, hedges, brush, briars, tall grass, etc., <u>\$10 per foot</u> d. AEF is not insured or licensed to remove trees greater than 2" in diameter. If necessary, you will need to make arrangements with a tree removal service prior to installation.	
5) While digging postholes of at least three feet deep, we sometimes encounter hard dig conditions that cannot be foreseen before the installation. a. AEF will bring in a jackhammer or core drill if we encounter, hard clay, boulders, rock shelf, concrete footers/slabs etc. or other conditions that an earth auger cannot penetrate b. A hard dig is a last resort for proper installation of your fence i. Postholes that require use of a jackhammer, <u>\$50 per hole</u> ii. Tree Roots greater than 2 inches, <u>\$10 per hole</u> iii. Core Drill Holes greater than 6 inches deep, <u>\$10 per inch</u>	
6) The Installation professional and crew will need access to an electric plug-in, and an outside water faucet. During the Installation, you will hear nail guns, hammers, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before the installation begins. Please be sure to inform your neighbors of the installation schedule so that they are aware of the noise and, if a common fence is being replaced, they can secure their pets as well.	
7) If your home is part of a Homeowner's Association (HOA), You will need to obtain approvals from the HOA before installation of your fence can be scheduled.	
8) It is important that you are present during the installation process. Specifically, it is important that you are present at the beginning of the installation for a final review of the project plans with the Installation Crew. It is also important that you are present at the completion of the Installation to sign the final walkthrough form and so the installation crew can review the maintenance requirements with you.	
9) Payments by credit card will be assessed a Non-Cash Transaction fee of 3.5%. Payments by financing through Synchrony Financial will be assessed a Non-Cash Transaction fee of 6.35%.	
10) AEF expects a positive Google Review at the completion of the project. We encourage our customers to include the name of the crew members in the body of the Google review. Our social media manager will contact you after project completion to ensure your satisfaction and provide a link to leave a review.	

Customer's Signature

Date

AEF Representative's Signature

Date

Exhibit A

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER

To (Owner's name and address)

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

(General description of services or materials) for the improvement of the real property identified as (property description) under an order given by_____.

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

(Lienor's Signature)

(Lienor's Name)

(Lienor's Address)

Copies to: (Those persons listed in Section 713.06(2)(a) and (b), Florida Statutes)

(Lienor's Signature)



C&B PIPING, INC.

ZACK LALOR

(205) 699-0455

zlalor@cbpiping.com

CITY/ST Crestview, FL

JOB NAME WWTP Solids Handling Improvements

BID: 1/31/22 REQUOTE AIS

REVISION:

ADDENDUMS:

ESTIMATOR:



C&B Piping, Inc. is a full service manufacturer of treatment plant piping systems. We are a ductile iron & steel pipe fabricator. We are also an industrial linings and coatings applicator.

We are pleased to offer for your consideration, our proposal covering ductile iron pipe and fittings for the above referenced project. Our quotation is based fully on our interpretation of the documents and other instructions we have. It is not a guaranteed complete scope of materials. Please review our notes, item descriptions, and quantities very carefully to determine if our proposal meets your intended needs. We will gladly work with you in reviewing the final scope.

Validity

This quotation is valid for acceptance within 30 days of the date of this quotation. After 30 days, contact C&B Piping to request updated quotation. C&B Piping Quotations are based on agreement in full with C&B Standard Terms and Conditions of sale which are available upon request.

Freight

All prices are FOB factory with full truckload freight allowed to jobsite in the 48 continental USA states. Full truckload releases are defined as \$40,000 minimum release quantity. For all other releases, freight will be prepaid and added to invoice.

Payment Terms

We offer payment terms of NET 30. All past due invoices will be charged 1-1/2% interest per month. No retention is allowed. The bill of material listed in our proposal is our interpretation of the contract drawings or your material list. It is offered as assistance in preparing your total estimate but is not guaranteed as to the final material that would actually be required. Final amounts invoiced will be based on the actual quantities released by customer and shipped to the jobsite.

Escalation

If signed purchase order agreement is acceptable to both parties within 30 days of quotation, Ductile Iron Pipe, Fittings, Fabrications and Restraints prices will be held firm for 6 months from the date of this bid for all deliveries to the jobsite. All products delivered 6 months from date of bid will include a 10% FIRM escalation in the unit prices. After 12 months, all remaining products will be in prior to shipment.

Force Majeure

In the event Force Majeure is declared, C&B Piping and all affiliates will not be liable for any causes of action for breach or damages that arise from our inability to meet our delivery or pricing terms.

Taxes

The unit prices and totals shown on our quotation do not include applicable sales taxes. If your project is not taxable, we require a tax exemption certificate or resale certificate on file prior to starting the project.

If the project is taxable, all applicable taxes will be paid to the appropriate taxing agencies by the customer.

Layout Drawings:

C&B Piping, Inc. offers a layout drawing service for Ductile Iron Piping Systems to complement the manufacture and supply of the products we furnish. We will draw all or a part of the project based on customer request. The cost of each drawing is \$1000

Each drawing may be revised twice without additional charge. Additional revisions are billed at \$75/hour. There is a \$500 setup charge for any request of 5 drawings or less. This setup charge is waived for projects requiring more than 5 drawings. Some project drawing costs may be bid using a lump sum amount to cover the ductile iron scope of supply.

C&B Piping offers BIM Modeling Service for piping supplied under contract with C&B. BIM Model Coordination is billed at a rate of \$100/hour.

Quotation Specifications:

Pipe:

We have quoted pipe class as shown.

Flanged Pipe is quoted as Class 53, with 125# flanges

Fittings:

Flange: Full Body Ductile Iron 125# (ANSI/AWWA C110/A21.10)

Mechanical Joint: Compact MJ per ANSI/AWWA C153/A21.53

Lining:

CL - Standard Thickness Cement (ANSI/AWWA C104/A21.4)

Field Repair Kits are \$65.00 each available to order.

401 - Protecto 401 Ceramic Epoxy.

Field Repair Kits are \$70 each available to order as needed for your project

Coating:

Buried: TC - Standard Asphalt Tar 1 mil per AWWA C151

Buried: ZAT - ISO 8179-1 Arc Applied Zinc w/Asphalt Tar Topcoat

Exposed: PC - Shop Coat of Sherwin Williams Macropoxy 646 Epoxy @ 3-5 mils DFT (See Qualifications Notes below)

Restrained Joints:

Pipe TYTON w/ Restrained Gaskets

Pipe Proprietary Restrained Joint

Ftgs MJ w/ Wedge Restraints

Gaskets:

Standard SBR

EPDM where listed on our quotation

Hardware (where listed)

MJ T-Bolts for buried MJ joints are quoted as Std Low Alloy Steel

Flange Bolt/Nuts/Gaskets LIST AT END OF QUOTATION

Origin:

This project includes the American Iron & Steel (AIS) requirements. AIS specifically calls out flanges to be made in the United States and therefore we have quoted domestic flanges (DF), MJ Bells (DMJ), and wall collars (DWC) where they are applicable and marked them on our quote,

Wall Pipes:

Wall Collars thicknesses are quoted as industry standard - C&B Submittal

Polyethylene Encasement:

Polyethylene Encasement is NOT INCLUDED. If required, costs will be provided upon request.

QUALIFICATIONS:

SHOP COAT: C&B Piping offers a shop coat of temporary protection for items noted on our quotation. Responsibility for final system compatibility, proper field surface preparation, field acceptance as system primer, field repair to damaged coating are by others. If shop coat is not desired, it can be ordered as Bare, or fully removed by field contractor on the jobsite at cost by others.

CATHODIC PROTECTION: C&B does not furnish Cathodic Protection. We have NOT furnished Steel Bonding Pads to protect special epoxy lined or glass lined pipe spigots unless specifically listed below on our quotation. If they are needed, we can furnish costs upon request.

FLANGE-TYTE® GASKET FULL FACE -1/8" THICKNESS - 3 O-RING SEAL FEATURE

Approximate Bolt Torque (ft-lb)

04" 06" 08" 10" 12" 14" 16" 18" 20" 24" 30" 36" 42" 48" 54" 60" 64"

150 PSI --->

250 PSI --->

350 PSI --->

90 90 90 90 90 110 110 120 120 130 140 160 585 625
110 110 110 130 130 150 160 180 200 220

Improper handling, storage, and/or improper installation will void all warranties. C&B PIPING, INC recommends the use of molded low torque 1/8" thick rubber gaskets for use with threaded ductile iron flanged joints. FLANGE-TYTE® or TORUS are both acceptable products. The use of alternative gaskets could result in excessive torques and damaged flanges and void all warranties.

LINE	QUAN	UNIT	DESCRIPTION	TOTAL WEIGHT	UNIT PRICE	TOTAL PRICE
10						
20						
30						
40	1	EA	08"x 6' 6" PE x DWC x PE 401/ZAT	205	\$1,054.88	\$1,054.88
50	1	EA	08"x 6' 6" RJP x DWC x PE 401/ZAT	205	\$1,258.90	\$1,258.90
60	1	EA	08" MJ 45 C153 401/ZAT USA	50	\$530.46	\$530.46
70	2	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$162.28
80	2	EA	08" MJ GASKET (EPDM)		\$21.64	\$43.28
90	100	FT	08" R.J. DIP CL350 20' NOM 401/ZAT	2,200	\$57.54	\$5,754.00
100	5	EA	08" TYTON GASKET (EPDM)		\$19.50	\$97.50
110	2					
120	2					
130	2					
140	5	EA	08" MJ 45 C153 401/ZAT USA	250	\$530.46	\$2,652.30
150	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
160	1	EA	08x06" MJ TEE C153 401/ZAT USA	72	\$681.91	\$681.91
170	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
180	60	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	1,320	\$48.13	\$2,887.80
190	40	FT	08" R.J. DIP CL350 20' NOM 401/ZAT	880	\$57.54	\$2,301.60
200	1	EA	08" TYTON GASKET (EPDM)		\$19.50	\$19.50
210	19	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$1,541.66
220	19	EA	08" MJ GASKET (EPDM)		\$21.64	\$411.16
230						
240						
250						
260	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
270	1	EA	08x06" MJ TEE C153 401/ZAT USA	72	\$681.91	\$681.91

280	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
290	1	EA	08" MJ 90 C153 401/ZAT USA	62	\$586.97	\$586.97
300	1	EA	08x06" MJ CON RED BB C153 401/ZAT USA	36	\$503.33	\$503.33
310	2	EA	06" MJ 90 C153 401/ZAT USA	84	\$407.24	\$814.48
320	8	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$649.12
330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
340	6	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$364.56
350	6	EA	06" MJ GASKET (EPDM)		\$17.33	\$103.98
360	40	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	880	\$48.13	\$1,925.20
370	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340	\$38.33	\$766.60
380	2	EA	06"x 5' 0" FLG x PE 401/PC	260	\$539.72	\$1,079.44
390						
400	2					
410	4					
420	2					
430	2					
440	2					
450						
460	2					
470	2	EA	06" FLG 90 401/PC USA	130	\$544.78	\$1,089.56
480	2	EA	06"x 1' 6" FLG x DF 401/PC	114	\$378.60	\$757.20
490	2					
500	10					
510	10					
520						
530						
540	2					
550	2	EA	06" FLG 90 401/PC USA	130	\$544.78	\$1,089.56
560	2					
570	2	EA	06"x 5' 0" FLG x PE 401/PC	260	\$539.72	\$1,079.44
580						
590	2					
600	4					
610	2					
620	2					
630	2					
640						
650	8					
660	8					
670	2	EA	06" MJ 90 C153 401/ZAT USA	84	\$407.24	\$814.48
680	2	EA	06" MJ TEE C153 401/ZAT USA	112	\$508.21	\$1,016.42
690	2					
700	2					
710	2					
720	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
730	1	EA	08x06" MJ TEE C153 401/ZAT USA	72	\$681.91	\$681.91
740	1					
750	1					
760	1					
770	4	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$324.56
780	4	EA	08" MJ GASKET (EPDM)		\$21.64	\$86.56
790	15	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$911.40
800	15	EA	06" MJ GASKET (EPDM)		\$17.33	\$259.95
810	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340	\$38.33	\$766.60
820	20	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	440	\$48.13	\$962.60
830						

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
840						
850						
860	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340	\$38.33	\$766.60
870	2	EA	06" MJ 45 C153 401/ZAT USA	84	\$381.62	\$763.24
880	1	EA	06" MJ TEE C153 401/ZAT USA	56	\$508.21	\$508.21
890	1	EA	06" MJ SLV LP C153 401/ZAT USA	40	\$389.91	\$389.91
900	9	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$546.84
910	9	EA	06" MJ GASKET (EPDM)		\$17.33	\$155.97
920						
930						
940						
950	1	EA	08" MJ 22.5 C153 401/ZAT USA	45	\$526.69	\$526.69
960	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
970	1	EA	08" MJ SLV LP C153 401/ZAT USA	54	\$526.69	\$526.69
980	7	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$567.98
990	7	EA	08" MJ GASKET (EPDM)		\$21.64	\$151.48
1000	20	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	440	\$48.13	\$962.60
1010						
1020						
1030						
1040						
1050	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
1060	1	EA	08" MJ SLV LP C153 401/ZAT USA	54	\$526.69	\$526.69
1070	1	EA	08" MJ 11.25 C153 401/ZAT USA	41	\$512.37	\$512.37
1080	2	EA	08" MJ 45 C153 401/ZAT USA	100	\$530.46	\$1,060.92
1090	11	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$892.54
1100	11	EA	08" MJ GASKET (EPDM)		\$21.64	\$238.04
1110	60	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	1,320	\$48.13	\$2,887.80
1120						
1130						
1140						
1150	1					
1160	1					
1170	1					
1180	1					
1190	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
1200	2	EA	08" MJ 90 C153 401/ZAT USA	124	\$586.97	\$1,173.94
1210	2	EA	08x06" MJ CON RED BB C153 401/ZAT USA	72	\$503.33	\$1,006.66
1220	2	EA	06" MJ 90 C153 401/ZAT USA	84	\$407.24	\$814.48
1230	11	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$892.54
1240	11	EA	08" MJ GASKET (EPDM)		\$21.64	\$238.04
1250	6	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$364.56
1260	6	EA	06" MJ GASKET (EPDM)		\$17.33	\$103.98
1270	20	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	440	\$48.13	\$962.60
1280	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340	\$38.33	\$766.60
1290	2	EA	06"x 6' 0" FLG x PE 401/ZAT	306	\$732.24	\$1,464.48
1300						
1310	2					
1320	4					
1330	2					
1340	2					
1350	2					
1360						
1370	2					
1380	2	EA	06" FLG 90 401/PC USA	130	\$544.78	\$1,089.56

330	8	EA	08" MJ GASKET (EPDM)			\$21.64	\$173.12
1390	2	EA	06"x 1' 6" FLG x DF 401/PC	114		\$378.60	\$757.20
1400	2						
1410	10						
1420	10						
1430							
1440							
1450	2						
1460	2	EA	06" FLG 90 401/PC USA	130		\$544.78	\$1,089.56
1470	2						
1480	2	EA	06"x 6' 0" FLG x PE 401/PC	306		\$630.24	\$1,260.48
1490							
1500	2						
1510	4						
1520	2						
1530	2						
1540	2						
1550							
1560	8						
1570	8						
1580	2	EA	06" MJ 90 C153 401/ZAT USA	84		\$407.24	\$814.48
1590	2	EA	06" MJ TEE C153 401/ZAT USA	112		\$508.21	\$1,016.42
1600	3						
1610	3						
1620	3						
1630	3						
1640	16	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$972.16
1650	16	EA	06" MJ GASKET (EPDM)			\$17.33	\$277.28
1660	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
1670	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
1680							
1690							
1700	8	EA	06" MJ 45 C153 401/ZAT USA	336		\$381.62	\$3,052.96
1710	16	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$972.16
1720	16	EA	06" MJ GASKET (EPDM)			\$17.33	\$277.28
1730	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
1740	240	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	4,080		\$38.33	\$9,199.20
1750	12	EA	06" TYTON GASKET (EPDM)			\$14.92	\$179.04
1760							
1770							
1780	2	EA	06x04" MJ CON RED BB C153 CL/ZAT USA	48		\$116.00	\$232.00
1790	4	EA	04" MJ 90 C153 CL/ZAT USA	100		\$115.20	\$460.80
1800	2	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$121.52
1810	2	EA	06" MJ GASKET (EPDM)			\$17.33	\$34.66
1820	10	EA	04" MEGALUG 1100 SET (DI) USA			\$48.20	\$482.00
1830	10	EA	04" MJ GASKET (EPDM)			\$14.48	\$144.80
1840	40	FT	04" P.O. DIP CL350 20' NOM 401/ZAT	476		\$44.38	\$1,775.20
1850							
1860	2	EA	04"x 8' 0" FLG x PE 401/PC	264		\$721.92	\$1,443.84
1870	1						
1880	2	EA	04"x 2' 6" FLG x DF 401/PC	124		\$346.49	\$692.98
1890							
1900	2	EA	04"x 1' 6" FLG x DF 401/PC	94		\$306.89	\$613.78
1910	2	EA	06x04" FLG CON RED 401/PC USA	90		\$480.73	\$961.46
1920	2	EA	06"x 1' 6" FLG x DF 401/PC	114		\$378.60	\$757.20
1930	2	EA	06" FLG 90 401/PC USA	130		\$544.78	\$1,089.56

330	8	EA	08" MJ GASKET (EPDM)			\$21.64	\$173.12
1940	2	EA	06"x 12' 0" FLG x DF 401/PC	630		\$1,350.56	\$2,701.12
1950	2	EA	06" FLG TEE 401/PC USA	190		\$725.62	\$1,451.24
1960	2	EA	06" BLIND FLG 2T@C /PC USA	50		\$148.00	\$296.00
1970	2						
1980	4						
1990	2						
2000	2	EA	06"x 1' 6" FLG x DF 401/PC	114		\$378.60	\$757.20
2010	2	EA	06"x 7' 0" FLG x DF 401/PC	384		\$897.96	\$1,795.92
2020	2	EA	06" FLG BASE 90 401/PC USA	170		\$834.12	\$1,668.24
2030	18						
2040	18						
2050	10						
2060	10						
2070							
2080							
2090							
2100	1	EA	06" MJ TEE C153 401/ZAT USA	56		\$508.21	\$508.21
2110	1	EA	06" MJ SLV LP C153 401/ZAT USA	40		\$389.91	\$389.91
2120	40	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	680		\$38.33	\$1,533.20
2130	3						
2140	3						
2150	3						
2160	1	EA	06" MJ 90 C153 401/ZAT USA	42		\$407.24	\$407.24
2170	3	EA	06" MJ 45 C153 401/ZAT USA	126		\$381.62	\$1,144.86
2180	1	EA	06" MJ WYE C153 401/ZAT USA	93		\$612.20	\$612.20
2190	22	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$1,336.72
2200	22	EA	06" MJ GASKET (EPDM)			\$17.33	\$381.26
2210	240	FT	06" R.J. DIP CL350 20' NOM CL/ZAT	4,080		\$30.75	\$7,380.00
2220	12	EA	06" TYTON GASKET (EPDM)			\$14.92	\$179.04
2230							
2240	2	EA	06" MJ 90 C153 401/ZAT USA	84		\$407.24	\$814.48
2250	1	EA	06" MJ 45 C153 401/ZAT USA	42		\$381.62	\$381.62
2260	60	FT	06" R.J. DIP CL350 20' NOM 401/ZAT	1,020		\$45.59	\$2,735.40
2270	2	EA	06" TYTON GASKET (EPDM)			\$14.92	\$29.84
2280	6	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$364.56
2290	6	EA	06" MJ GASKET (EPDM)			\$17.33	\$103.98
2300	2	EA	06"x 7' 0" PE x DWC x PE 401/ZAT	314		\$917.04	\$1,834.08
2310							
2320							
2330							
2340	2						
2350	2	EA	06"x 10' 6" FLG x DWC x PE 401/PC	486		\$1,187.58	\$2,375.16
2360	2						
2370	2						
2380	2						
2390							
2400	3	EA	06" MJ 45 C153 401/TC USA	126		\$349.62	\$1,048.86
2410	1	EA	06" MJ WYE C153 401/TC USA	93		\$580.20	\$580.20
2420	2						
2430	2						
2440	2						
2450	2						
2460	16	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$972.16
2470	16	EA	06" MJ GASKET (EPDM)			\$17.33	\$277.28
2480	40	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	680		\$38.33	\$1,533.20

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
2490						
2500	3	EA	06" MJ 45 C153 401/TC USA	126	\$349.62	\$1,048.86
2510	1	EA	06" MJ WYE C153 401/TC USA	93	\$580.20	\$580.20
2520	1					
2530	1					
2540	1					
2550	1					
2560	14	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$850.64
2570	14	EA	06" MJ GASKET (EPDM)		\$17.33	\$242.62
2580	40	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	680	\$38.33	\$1,533.20
2590	160	FT	06" R.J. DIP CL350 20' NOM 401/ZAT	2,720	\$45.59	\$7,294.40
2600	8	EA	06" TYTON GASKET (EPDM)		\$14.92	\$119.36
2610						
2620						
2630						
2640	2					
2650	7					
2660	3					
2670	3					
2680	1					
2690	4					
2700	10					
2710	3					
2720	3					
2730	140					
2740	260					
2750	1					
2760						
2770						
2780						
2790	7	EA	04" MJ 90 C153 CL/ZAT USA	175	\$115.20	\$806.40
2800	2	EA	04" MJ TAPT PLUG C153 TL/ZAT USA	20	\$113.60	\$227.20
2810	2	EA	04" MJ ACC SET C153 USA		\$36.14	\$72.28
2820	1	EA	04" MJ TEE C153 CL/ZAT USA	32	\$145.60	\$145.60
2830	6	EA	04" MJ 45 C153 CL/ZAT USA	132	\$100.00	\$600.00
2840	2	EA	04" MJ 22.5 C153 CL/ZAT USA	36	\$97.60	\$195.20
2850	2	EA	04" MJ 11.25 C153 CL/ZAT USA	32	\$90.40	\$180.80
2860	37	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$1,783.40
2870	37	EA	04" MJ GASKET (EPDM)		\$14.48	\$535.76
2880	40	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	476	\$29.54	\$1,181.60
2890	200	FT	04" R.J. DIP CL350 18' NOM CL/ZAT	2,380	\$36.80	\$7,360.00
2900	11	EA	04" TYTON GASKET (EPDM)		\$10.18	\$111.98
2910	2	EA	04"x 4' 6" FLG x PE CL/PC	160	\$247.32	\$494.64
2920	2	EA	04" FLG 90 CL/PC USA	80	\$187.20	\$374.40
2930	1					
2940	4					
2950	4					
2960						
2970	2	EA	04" MJ 90 C153 CL/ZAT USA	50	\$115.20	\$230.40
2980	4	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$192.80
2990	4	EA	04" MJ GASKET (EPDM)		\$14.48	\$57.92
3000	20	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	238	\$29.54	\$590.80
3010	1	EA	04"x 6' 0" FLG x PE CL/ZAT	102	\$384.72	\$384.72
3020	1	EA	04" FLG TEE CL/PC USA	65	\$269.60	\$269.60
3030	2	EA	04" BLIND FLG 2T@C /ZAT USA	32	\$126.40	\$252.80

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
3040	3					
3050	3					
3060	2					
3070	1					
3080	1					
3090	5					
3100	40					
3110	4					
3120						
3130						
3140						
3150	1	EA	04" MJ SLV LP C153 TL/ZAT USA	20	\$108.80	\$108.80
3160	1	EA	04" MJ WYE C153 CL/ZAT USA	45	\$212.80	\$212.80
3170	3	EA	04" MJ 45 C153 CL/ZAT USA	66	\$100.00	\$300.00
3180	3	EA	04" MJ 90 C153 CL/ZAT USA	75	\$115.20	\$345.60
3190	17	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$819.40
3200	17	EA	04" MJ GASKET (EPDM)		\$14.48	\$246.16
3210	20	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	238	\$29.54	\$590.80
3220	180	FT	04" R.J. DIP CL350 18' NOM CL/ZAT	2,142	\$36.80	\$6,624.00
3230	9	EA	04" TYTON GASKET (EPDM)		\$10.18	\$91.62
3240						
3250	3	EA	04" MJ 90 C153 CL/ZAT USA	75	\$115.20	\$345.60
3260	2	EA	04" MJ TAPT PLUG C153 TL/ZAT USA	20	\$113.60	\$227.20
3270	2	EA	04" MJ ACC SET C153 USA		\$36.14	\$72.28
3280	2	EA	04" MJ TEE C153 CL/ZAT USA	64	\$145.60	\$291.20
3290	15	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$723.00
3300	15	EA	04" MJ GASKET (EPDM)		\$14.48	\$217.20
3310	40	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	476	\$29.54	\$1,181.60
3320	2					
3330	6					
3340	60					
3350	1					
3360	1					
3370	1					
3380	1					
3390	1					
3400						
3410						
3420						
3430						
3440	1	EA	04" MJ SLV LP C153 TL/ZAT USA	20	\$108.80	\$108.80
3450	1	EA	04" MJ WYE C153 CL/ZAT USA	45	\$212.80	\$212.80
3460	1	EA	04" MJ TAPT PLUG C153 TL/ZAT USA	10	\$113.60	\$113.60
3470	1	EA	04" MJ ACC SET C153 USA		\$36.14	\$36.14
3480	4	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$192.80
3490	4	EA	04" MJ GASKET (EPDM)		\$14.48	\$57.92
3500	3					
3510	4					
3520	4					
3530	1					
3540	240					
3550	1					
3560						
3570						
3580						

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
3590						
3600						
3610	2					
3620	2					
3630	2					
3640	2					
3650	2					
3660	1					
3670	1					
3680						
3690						
3700						
3710	TOTAL ALL ITEMS LISTED ABOVE			41,402		\$171,081.61
3720						
3730	PIPING LAYOUT DRAWINGS LUMP SUM					\$4,500.00
3740						
3750						
3760						
3770						
3780						
3790						



Cardinal Building Systems

6231 West Boulevard Melrose, FL. 32666

(352) 475-2332

February 7, 2022

Attn: Justin Hanson
Sawcross INC.

Re: Crestview WWTP Dewatering Building R-2
5101 Arena Rd.
Crestview, FL. 32536

Previously Submitted Bid

Escalation:

$(\$281,182 + \$58,100) * 1.11 =$
 $\$376,603.02$

This updated quote:

$\$297,863 + \$58,100 = \$355,963$

$\$(20,640.02)$ variance

Cardinal Building Systems proposes to supply the following scope.

Nucor Pre-Engineered building cost.....\$ 297,863.00

Includes all sales tax and freight.

Building description: Dewatering Building

- 31'2"x77'x24' low side single slope with 1:12 roof slope and minimum of 21' interior clearance
- Side wall bay spacing's are 1@26', 1@25' and 1@26' Bypass girt condition.
- End wall column spacings are 1@31'2" Bypass girt condition.
- End wall frames are ridged Clear span non expandable.
- Frames 2 and 3 are ridged clear span.
- All frame base plates are elevated 8" to sit on a curb.
- All primary members are Hot dipped galvanized. All secondary members are cold rolled pre-galvanized.
- Side walls are braced with portal frames between lines 1 and 2. End walls do not require bracing and the roof is braced with Rods.
- There are 5 pipe support beams attached to the rafters below ceiling liner. 3 in bay 1 and 3 in bay 3. Assume each beam to be loaded for 1,000 lbs.
- 4@12'x12' framed openings for roll up doors, 1 on each end wall and 2 on the high side wall in the end bays facing the Lean to. 2@ 3'4"x7'2" framed openings for personnel door. 1 on each end wall. 2@2'x2' framed openings located on the High side wall in the center bay. 1@ 4'x4' and 1@3'x3' framed openings for an exhaust fan and a louver, 1 located on each end wall.
- All walls are sheeted with 26ga. exposed fastener Classic Rib panels from the FF. to the eaves. Wall panels and trims are finished in Kynar in standard manufacturer colors. VRR laminated, R-19 single layer insulation system is included.
- 24ga. mechanically seamed CFR roof system with gutters and downs on the low side wall finished in Kynar in standard manufacturer colors. VRR Laminated, R-30 long tab banded dual layer insulation system included.
- 26ga. exposed fastener Classic Rib full wall and ceiling liner finished in standard paint in Standard manufacturers colors.

Building Description: Lean-To

- 20'x77'x24'11" low side Lean-To with 22'5" minimum interior clearance.
- Side wall spacing is 1@26', 1@25' and 1@26' Flush mount girt condition.
- End wall column spacings are 1@20' Bypass girt condition.
- End wall frames are ridged Clear span non expandable.
- Frames 2 and 3 are ridged clear span.
- All frame base plates are elevated 3'6" to sit on a curb.
- All primary members are Hot dipped galvanized. All secondary members are cold rolled pre-galvanized.
- Low side wall is braced with portal frame between lines 1 and 2. End walls do not require bracing and the roof is braced with Rods.
- There are 3 pipe support beams attached to the rafters below ceiling liner. 3 in bay 2. Assume each beam to be loaded for 1,000 lbs.
- Full perimeter wall deletions. All wall panels and girts removed. The low side wall and both end walls are open for wind. The high side wall is open to Dewatering Building.
- 24ga. mechanically seamed CFR roof system with gutters and downs on the low side wall finished in Kynar in standard manufacturer colors. Insulation system is not included.
- 26ga. exposed fastener Classic Rib full ceiling liner finished in standard paint in Standard manufacturers colors.

Code:

FBC 2020
150 mph. Exposure "C"
20.0 non-reducible live load
15 psf. collateral load
Risk category III Substantial Hazard

Drawings, Electronic only

1 Anchor Rod Plan w/ Reactions Final Seal (11" x 17")
1 Standard Erection Final Sealed (11" x 17")
1 Standard Approval ID Note (11" x 17")
1 Letter of Cert. Final Sealed

Deflections:

Purlins: Live L/240
Rafters: Live L/240
Side sway: Portal Frame Serviceability Wind H/180
Frame: Live H/180

Installation.....\$ 58,100.00

Provide all equipment, qualified personnel, tools transportation and expenses to install the said project in a timely, workmen like manner. **Price is based on all interior liner panels being installed before and owner equipment is installed in the building.**

Page 3/ Crestview WWTP Dewatering Building R-2

Project Notes:

All testing, Testing fees, permit fees, and permitting is excluded.

Power sanitation and waste disposal are the responsibility of others. House keeping will be performed by Cardinal Building Systems daily.

All elevations and grade is the responsibility of others.

Estimate is based on a complete slab for the entire building foot print. Partial slabs will result in price increase due to additional equipment or the need for all terrain equipment need for interior work.

Cardinal Building Systems is not responsible for damage to any unmarked utilities, underground or security for materials on site.

Customer is to provide stable access for equipment, fork lifts, and vehicles up to and around the building perimeter for 30' and convenient laydown area for staging materials as per the MBMA and IAS.

All concrete, grouting, anchor bolts, anchor bolt placement, surveying and as-builts are excluded.

Approved drawings are final. Any adds or changes to the building after the shop drawings are approved will result in a change order.

All primary and secondary members to be shop primed Red, no field or touch paint is included.

All primary and secondary members are primed , no Hot dipped galvanized is supplied.

All materials provided are single sourced.

No additional collateral loads, point loads or deflections are included other than what has been supplied above.

Erector has erected 10+ project equal to or greater than this one.

40 hours per week, 4 @10hr. days is included this proposal.

Frieght and sales tax is included in all material costs.

No performance or payment bonds are included

An additional fee of \$50.00 will be accessed for each set of drawings requiring a wet or raised stamp.

Installation of deck tites for roof stacks will have an additional charge of \$65.00 and must be installed while still on site.

RTU's, windows, doors, louvers and fans are not included.

Any modifications on site will beyond the original scope of work will cost \$ 65.00 a man hour plus material and equipment.

The terms of this proposal is non-negotiable unless authorized in writing prior to order for production/schedule for schedule for commencement of work.

This proposal must be included on all contracts submitted to Cardinal Building Systems Inc. for signature. Maximum 10% retainage to be held on all Materials pay request. All final Payments to be paid within 30 days of completion.

Due to fluctuating steel prices in todays market, the cost of this building will be honored if the building is ordered by 03.09.2022 a Allow 6 to 8 weeks for approval drawings. Allow 30 +/- weeks for fabrication. Farication does not begin until drawings are returned marked as approved or approved as noted. When approval drawings are returned pricing will be updated. 10% of building cost will be billed upon receipt of approval drawings.

Respectfully Submitted by: Joseph A. Sickmeyer

Joseph A. Sickmeyer

Vice President, Cardinal Building Systems

ATTACHMENT #04

DI PIPE LINING MODIFICATION



C&B PIPING, INC.

Base Price (Permax Lining) =	\$171,081.61
Reduced Price (Double Cement Lining) =	<u>\$142,462.36</u>
	(\$28,619.25)

ZACK LALOR
(205) 699-0455
zlalor@cbpiping.com



CITY/ST Crestview, FL

JOB NAME WWTP Solids Handling Improvements

BID: 1/31/22 REQUOTE AIS

REVISION:

ADDENDUMS:

ESTIMATOR:

C&B Piping, Inc. is a full service manufacturer of treatment plant piping systems. We are a ductile iron & steel pipe fabricator. We are also an industrial linings and coatings applicator.

We are pleased to offer for your consideration, our proposal covering ductile iron pipe and fittings for the above referenced project. Our quotation is based fully on our interpretation of the documents and other instructions we have. It is not a guaranteed complete scope of materials. Please review our notes, item descriptions, and quantities very carefully to determine if our proposal meets your intended needs. We will gladly work with you in reviewing the final scope.

Validity

This quotation is valid for acceptance within 30 days of the date of this quotation. After 30 days, contact C&B Piping to request updated quotation. C&B Piping Quotations are based on agreement in full with C&B Standard Terms and Conditions of sale which are available upon request.

Freight

All prices are FOB factory with full truckload freight allowed to jobsite in the 48 continental USA states. Full truckload releases are defined as \$40,000 minimum release quantity. For all other releases, freight will be prepaid and added to invoice.

Payment Terms

We offer payment terms of NET 30. All past due invoices will be charged 1-1/2% interest per month. No retention is allowed. The bill of material listed in our proposal is our interpretation of the contract drawings or your material list. It is offered as assistance in preparing your total estimate but is not guaranteed as to the final material that would actually be required. Final amounts invoiced will be based on the actual quantities released by customer and shipped to the jobsite.

Escalation

If signed purchase order agreement is acceptable to both parties within 30 days of quotation, Ductile Iron Pipe, Fittings, Fabrication, and Restraints prices will be held firm for 6 months from the date of this bid for all deliveries to the jobsite. All products delivered after 6 months from date of bid will include a 10% FIRM escalation in the unit prices. After 12 months, all remaining products will be re-quot prior to shipment.

Force Majeure

In the event Force Majeure is declared, C&B Piping and all affiliates will not be liable for any causes of action for breach or damages

that arise from our inability to meet our delivery or pricing terms.

Taxes

The unit prices and totals shown on our quotation do not include applicable sales taxes. If your project is not taxable, we require a tax exemption certificate or resale certificate on file prior to starting the project.

If the project is taxable, all applicable taxes will be paid to the appropriate taxing agencies by the customer.

Layout Drawings:

C&B Piping, Inc. offers a layout drawing service for Ductile Iron Piping Systems to complement the manufacture and supply of the products we furnish. We will draw all or a part of the project based on customer request. The cost of each drawing is \$1000

Each drawing may be revised twice without additional charge. Additional revisions are billed at \$75/hour. There is a \$500 setup charge for any request of 5 drawings or less. This setup charge is waived for projects requiring more than 5 drawings. Some project drawing costs may be bid using a lump sum amount to cover the ductile iron scope of supply.

C&B Piping offers BIM Modeling Service for piping supplied under contract with C&B. BIM Model Coordination is billed at a rate of \$100/hour.

Quotation Specifications:

Pipe:

We have quoted pipe class as shown.

Flanged Pipe is quoted as Class 53, with 125# flanges

Fittings:

Flange: Full Body Ductile Iron 125# (ANSI/AWWA C110/A21.10)

Mechanical Joint: Compact MJ per ANSI/AWWA C153/A21.53

Lining:

CL - Standard Thickness Cement (ANSI/AWWA C104/A21.4)

Field Repair Kits are \$65.00 each available to order.

401 - Protecto 401 Ceramic Epoxy.

Field Repair Kits are \$70 each available to order as needed for your project

Coating:

Buried: TC - Standard Asphalt Tar 1 mil per AWWA C151

Buried: ZAT - ISO 8179-1 Arc Applied Zinc w/Asphalt Tar Topcoat

Exposed: PC - Shop Coat of Sherwin Williams Macropoxy 646 Epoxy @ 3-5 mils DFT (See Qualifications Notes below)

Restrained Joints:

Pipe TYTON w/ Restrained Gaskets

Pipe Proprietary Restrained Joint

Ftgs MJ w/ Wedge Restraints

Gaskets:

Standard SBR

EPDM where listed on our quotation

Hardware (where listed)

MJ T-Bolts for buried MJ joints are quoted as Std Low Alloy Steel

Flange Bolt/Nuts/Gaskets LIST AT END OF QUOTATION

Origin:

This project includes the American Iron & Steel (AIS) requirements. AIS specifically calls out flanges to be made in the United

States and therefore we have quoted domestic flanges (DF), MJ Bells (DMJ), and wall collars (DWC) where they are applicable and marked them on our quote,

Wall Pipes:

Wall Collars thicknesses are quoted as industry standard - C&B Submittal

Polyethylene Encasement:

Polyethylene Encasement is NOT INCLUDED. If required, costs will be provided upon request.

QUALIFICATIONS:

SHOP COAT: C&B Piping offers a shop coat of temporary protection for items noted on our quotation. Responsibility for final system compatibility, proper field surface preparation, field acceptance as system primer, field repair to damaged coating are all by others. If shop coat is not desired, it can be ordered as Bare, or fully removed by field contractor on the jobsite at cost by others.

CATHODIC PROTECTION: C&B does not furnish Cathodic Protection. We have NOT furnished Steel Bonding Pads to protect special epoxy lined or glass lined pipe spigots unless specifically listed below on our quotation. If they are needed, we can furnish costs upon request.

FLANGE-TYTE® GASKET FULL FACE -1/8" THICKNESS - 3 O-RING SEAL FEATURE

Approximate Bolt Torque (ft-lb)

04" 06" 08" 10" 12" 14" 16" 18" 20" 24" 30" 36" 42" 48" 54" 60" 64"

150 PSI --->

250 PSI --->

350 PSI --->

90	90	90	90	90	110	110	120	120	130	140	160	585	625			
110	110	110	130	130	150	160	180	200	220							

Improper handling, storage, and/or improper installation will void all warranties. C&B PIPING, INC recommends the use of molded low torque 1/8" thick rubber gaskets for use with threaded ductile iron flanged joints. FLANGE-TYTE® or TORUSEAL® are both acceptable products. The use of alternative gaskets could result in excessive torques and damaged flanges and thus void all warranties.

LINE	QUAN	UNIT	DESCRIPTION	TOTAL WEIGHT	UNIT PRICE	TOTAL PRICE
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10						
20						
30						
40	1	EA	08"x 6' 6" PE x DWC x PE 401/ZAT	205	\$1,054.88	\$1,054.88
50	1	EA	08"x 6' 6" RJP x DWC x PE 401/ZAT	205	\$1,258.90	\$1,258.90
60	1	EA	08" MJ 45 C153 401/ZAT USA	50	\$530.46	\$530.46
70	2	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$162.28
80	2	EA	08" MJ GASKET (EPDM)		\$21.64	\$43.28
90	100	FT	08" R.J. DIP CL350 20' NOM 401/ZAT	2,200	\$57.54	\$5,754.00
100	5	EA	08" TYTON GASKET (EPDM)		\$19.50	\$97.50
110	2					
120	2					
130	2					
140	5	EA	08" MJ 45 C153 401/ZAT USA	250	\$530.46	\$2,652.30
150	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
160	1	EA	08x06" MJ TEE C153 401/ZAT USA	72	\$681.91	\$681.91
170	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69

180	60	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	1,320	\$48.13	\$2,887.80
190	40	FT	08" R.J. DIP CL350 20' NOM 401/ZAT	880	\$57.54	\$2,301.60
200	1	EA	08" TYTON GASKET (EPDM)		\$19.50	\$19.50
210	19	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$1,541.66
220	19	EA	08" MJ GASKET (EPDM)		\$21.64	\$411.16
230						
240						
250						
260	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
270	1	EA	08x06" MJ TEE C153 401/ZAT USA	72	\$681.91	\$681.91
280	1	EA	08" MJ TEE C153 401/ZAT USA	86	\$740.69	\$740.69
290	1	EA	08" MJ 90 C153 401/ZAT USA	62	\$586.97	\$586.97
300	1	EA	08x06" MJ CON RED BB C153 401/ZAT USA	36	\$503.33	\$503.33
310	2	EA	06" MJ 90 C153 401/ZAT USA	84	\$407.24	\$814.48
320	8	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$649.12
330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
340	6	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$364.56
350	6	EA	06" MJ GASKET (EPDM)		\$17.33	\$103.98
360	40	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	880	\$48.13	\$1,925.20
370	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340	\$38.33	\$766.60
380	2	EA	06"x 5' 0" FLG x PE 401/PC	260	\$539.72	\$1,079.44
390						
400	2					
410	4					
420	2					
430	2					
440	2					
450						
460	2					
470	2	EA	06" FLG 90 401/PC USA	130	\$544.78	\$1,089.56
480	2	EA	06"x 1' 6" FLG x DF 401/PC	114	\$378.60	\$757.20
490	2					
500	10					
510	10					
520						
530						
540	2					
550	2	EA	06" FLG 90 401/PC USA	130	\$544.78	\$1,089.56
560	2					
570	2	EA	06"x 5' 0" FLG x PE 401/PC	260	\$539.72	\$1,079.44
580						
590	2					
600	4					
610	2					
620	2					
630	2					
640						
650	8					
660	8					
670	2	EA	06" MJ 90 C153 401/ZAT USA	84	\$407.24	\$814.48
680	2	EA	06" MJ TEE C153 401/ZAT USA	112	\$508.21	\$1,016.42
690	2					

330	8	EA	08" MJ GASKET (EPDM)			\$21.64	\$173.12
700	2						
710	2						
720	1	EA	08" MJ TEE C153 401/ZAT USA	86		\$740.69	\$740.69
730	1	EA	08x06" MJ TEE C153 401/ZAT USA	72		\$681.91	\$681.91
740	1						
750	1						
760	1						
770	4	EA	08" MEGALUG 1100 SET (DI) USA			\$81.14	\$324.56
780	4	EA	08" MJ GASKET (EPDM)			\$21.64	\$86.56
790	15	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$911.40
800	15	EA	06" MJ GASKET (EPDM)			\$17.33	\$259.95
810	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
820	20	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	440		\$48.13	\$962.60
830							
840							
850							
860	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
870	2	EA	06" MJ 45 C153 401/ZAT USA	84		\$381.62	\$763.24
880	1	EA	06" MJ TEE C153 401/ZAT USA	56		\$508.21	\$508.21
890	1	EA	06" MJ SLV LP C153 401/ZAT USA	40		\$389.91	\$389.91
900	9	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$546.84
910	9	EA	06" MJ GASKET (EPDM)			\$17.33	\$155.97
920							
930							
940							
950	1	EA	08" MJ 22.5 C153 401/ZAT USA	45		\$526.69	\$526.69
960	1	EA	08" MJ TEE C153 401/ZAT USA	86		\$740.69	\$740.69
970	1	EA	08" MJ SLV LP C153 401/ZAT USA	54		\$526.69	\$526.69
980	7	EA	08" MEGALUG 1100 SET (DI) USA			\$81.14	\$567.98
990	7	EA	08" MJ GASKET (EPDM)			\$21.64	\$151.48
1000	20	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	440		\$48.13	\$962.60
1010							
1020							
1030							
1040							
1050	1	EA	08" MJ TEE C153 401/ZAT USA	86		\$740.69	\$740.69
1060	1	EA	08" MJ SLV LP C153 401/ZAT USA	54		\$526.69	\$526.69
1070	1	EA	08" MJ 11.25 C153 401/ZAT USA	41		\$512.37	\$512.37
1080	2	EA	08" MJ 45 C153 401/ZAT USA	100		\$530.46	\$1,060.92
1090	11	EA	08" MEGALUG 1100 SET (DI) USA			\$81.14	\$892.54
1100	11	EA	08" MJ GASKET (EPDM)			\$21.64	\$238.04
1110	60	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	1,320		\$48.13	\$2,887.80
1120							
1130							
1140							
1150	1						
1160	1						
1170	1						
1180	1						
1190	1	EA	08" MJ TEE C153 401/ZAT USA	86		\$740.69	\$740.69
1200	2	EA	08" MJ 90 C153 401/ZAT USA	124		\$586.97	\$1,173.94

330	8	EA	08" MJ GASKET (EPDM)			\$21.64	\$173.12
1210	2	EA	08x06" MJ CON RED BB C153 401/ZAT USA	72		\$503.33	\$1,006.66
1220	2	EA	06" MJ 90 C153 401/ZAT USA	84		\$407.24	\$814.48
1230	11	EA	08" MEGALUG 1100 SET (DI) USA			\$81.14	\$892.54
1240	11	EA	08" MJ GASKET (EPDM)			\$21.64	\$238.04
1250	6	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$364.56
1260	6	EA	06" MJ GASKET (EPDM)			\$17.33	\$103.98
1270	20	FT	08" P.O. DIP CL350 20' NOM 401/ZAT	440		\$48.13	\$962.60
1280	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
1290	2	EA	06"x 6' 0" FLG x PE 401/ZAT	306		\$732.24	\$1,464.48
1300							
1310	2						
1320	4						
1330	2						
1340	2						
1350	2						
1360							
1370	2						
1380	2	EA	06" FLG 90 401/PC USA	130		\$544.78	\$1,089.56
1390	2	EA	06"x 1' 6" FLG x DF 401/PC	114		\$378.60	\$757.20
1400	2						
1410	10						
1420	10						
1430							
1440							
1450	2						
1460	2	EA	06" FLG 90 401/PC USA	130		\$544.78	\$1,089.56
1470	2						
1480	2	EA	06"x 6' 0" FLG x PE 401/PC	306		\$630.24	\$1,260.48
1490							
1500	2						
1510	4						
1520	2						
1530	2						
1540	2						
1550							
1560	8						
1570	8						
1580	2	EA	06" MJ 90 C153 401/ZAT USA	84		\$407.24	\$814.48
1590	2	EA	06" MJ TEE C153 401/ZAT USA	112		\$508.21	\$1,016.42
1600	3						
1610	3						
1620	3						
1630	3						
1640	16	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$972.16
1650	16	EA	06" MJ GASKET (EPDM)			\$17.33	\$277.28
1660	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
1670	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
1680							
1690							
1700	8	EA	06" MJ 45 C153 401/ZAT USA	336		\$381.62	\$3,052.96
1710	16	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$972.16

330	8	EA	08" MJ GASKET (EPDM)			\$21.64	\$173.12
1720	16	EA	06" MJ GASKET (EPDM)			\$17.33	\$277.28
1730	20	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	340		\$38.33	\$766.60
1740	240	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	4,080		\$38.33	\$9,199.20
1750	12	EA	06" TYTON GASKET (EPDM)			\$14.92	\$179.04
1760							
1770							
1780	2	EA	06x04" MJ CON RED BB C153 CL/ZAT USA	48		\$116.00	\$232.00
1790	4	EA	04" MJ 90 C153 CL/ZAT USA	100		\$115.20	\$460.80
1800	2	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$121.52
1810	2	EA	06" MJ GASKET (EPDM)			\$17.33	\$34.66
1820	10	EA	04" MEGALUG 1100 SET (DI) USA			\$48.20	\$482.00
1830	10	EA	04" MJ GASKET (EPDM)			\$14.48	\$144.80
1840	40	FT	04" P.O. DIP CL350 20' NOM 401/ZAT	476		\$44.38	\$1,775.20
1850							
1860	2	EA	04"x 8' 0" FLG x PE 401/PC	264		\$721.92	\$1,443.84
1870	1						
1880	2	EA	04"x 2' 6" FLG x DF 401/PC	124		\$346.49	\$692.98
1890							
1900	2	EA	04"x 1' 6" FLG x DF 401/PC	94		\$306.89	\$613.78
1910	2	EA	06x04" FLG CON RED 401/PC USA	90		\$480.73	\$961.46
1920	2	EA	06"x 1' 6" FLG x DF 401/PC	114		\$378.60	\$757.20
1930	2	EA	06" FLG 90 401/PC USA	130		\$544.78	\$1,089.56
1940	2	EA	06"x 12' 0" FLG x DF 401/PC	630		\$1,350.56	\$2,701.12
1950	2	EA	06" FLG TEE 401/PC USA	190		\$725.62	\$1,451.24
1960	2	EA	06" BLIND FLG 2T@C /PC USA	50		\$148.00	\$296.00
1970	2						
1980	4						
1990	2						
2000	2	EA	06"x 1' 6" FLG x DF 401/PC	114		\$378.60	\$757.20
2010	2	EA	06"x 7' 0" FLG x DF 401/PC	384		\$897.96	\$1,795.92
2020	2	EA	06" FLG BASE 90 401/PC USA	170		\$834.12	\$1,668.24
2030	18						
2040	18						
2050	10						
2060	10						
2070							
2080							
2090							
2100	1	EA	06" MJ TEE C153 401/ZAT USA	56		\$508.21	\$508.21
2110	1	EA	06" MJ SLV LP C153 401/ZAT USA	40		\$389.91	\$389.91
2120	40	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	680		\$38.33	\$1,533.20
2130	3						
2140	3						
2150	3						
2160	1	EA	06" MJ 90 C153 401/ZAT USA	42		\$407.24	\$407.24
2170	3	EA	06" MJ 45 C153 401/ZAT USA	126		\$381.62	\$1,144.86
2180	1	EA	06" MJ WYE C153 401/ZAT USA	93		\$612.20	\$612.20
2190	22	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$1,336.72
2200	22	EA	06" MJ GASKET (EPDM)			\$17.33	\$381.26
2210	240	FT	06" R.J. DIP CL350 20' NOM CL/ZAT	4,080		\$30.75	\$7,380.00
2220	12	EA	06" TYTON GASKET (EPDM)			\$14.92	\$179.04

330	8	EA	08" MJ GASKET (EPDM)			\$21.64	\$173.12
2230							
2240	2	EA	06" MJ 90 C153 401/ZAT USA	84		\$407.24	\$814.48
2250	1	EA	06" MJ 45 C153 401/ZAT USA	42		\$381.62	\$381.62
2260	60	FT	06" R.J. DIP CL350 20' NOM 401/ZAT	1,020		\$45.59	\$2,735.40
2270	2	EA	06" TYTON GASKET (EPDM)			\$14.92	\$29.84
2280	6	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$364.56
2290	6	EA	06" MJ GASKET (EPDM)			\$17.33	\$103.98
2300	2	EA	06"x 7' 0" PE x DWC x PE 401/ZAT	314		\$917.04	\$1,834.08
2310							
2320							
2330							
2340	2						
2350	2	EA	06"x 10' 6" FLG x DWC x PE 401/PC	486		\$1,187.58	\$2,375.16
2360	2						
2370	2						
2380	2						
2390							
2400	3	EA	06" MJ 45 C153 401/TC USA	126		\$349.62	\$1,048.86
2410	1	EA	06" MJ WYE C153 401/TC USA	93		\$580.20	\$580.20
2420	2						
2430	2						
2440	2						
2450	2						
2460	16	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$972.16
2470	16	EA	06" MJ GASKET (EPDM)			\$17.33	\$277.28
2480	40	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	680		\$38.33	\$1,533.20
2490							
2500	3	EA	06" MJ 45 C153 401/TC USA	126		\$349.62	\$1,048.86
2510	1	EA	06" MJ WYE C153 401/TC USA	93		\$580.20	\$580.20
2520	1						
2530	1						
2540	1						
2550	1						
2560	14	EA	06" MEGALUG 1100 SET (DI) USA			\$60.76	\$850.64
2570	14	EA	06" MJ GASKET (EPDM)			\$17.33	\$242.62
2580	40	FT	06" P.O. DIP CL350 20' NOM 401/ZAT	680		\$38.33	\$1,533.20
2590	160	FT	06" R.J. DIP CL350 20' NOM 401/ZAT	2,720		\$45.59	\$7,294.40
2600	8	EA	06" TYTON GASKET (EPDM)			\$14.92	\$119.36
2610							
2620							
2630							
2640	2						
2650	7						
2660	3						
2670	3						
2680	1						
2690	4						
2700	10						
2710	3						
2720	3						
2730	140						

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
2740	260					
2750	1					
2760						
2770						
2780						
2790	7	EA	04" MJ 90 C153 CL/ZAT USA	175	\$115.20	\$806.40
2800	2	EA	04" MJ TAPT PLUG C153 TL/ZAT USA	20	\$113.60	\$227.20
2810	2	EA	04" MJ ACC SET C153 USA		\$36.14	\$72.28
2820	1	EA	04" MJ TEE C153 CL/ZAT USA	32	\$145.60	\$145.60
2830	6	EA	04" MJ 45 C153 CL/ZAT USA	132	\$100.00	\$600.00
2840	2	EA	04" MJ 22.5 C153 CL/ZAT USA	36	\$97.60	\$195.20
2850	2	EA	04" MJ 11.25 C153 CL/ZAT USA	32	\$90.40	\$180.80
2860	37	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$1,783.40
2870	37	EA	04" MJ GASKET (EPDM)		\$14.48	\$535.76
2880	40	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	476	\$29.54	\$1,181.60
2890	200	FT	04" R.J. DIP CL350 18' NOM CL/ZAT	2,380	\$36.80	\$7,360.00
2900	11	EA	04" TYTON GASKET (EPDM)		\$10.18	\$111.98
2910	2	EA	04"x 4' 6" FLG x PE CL/PC	160	\$247.32	\$494.64
2920	2	EA	04" FLG 90 CL/PC USA	80	\$187.20	\$374.40
2930	1					
2940	4					
2950	4					
2960						
2970	2	EA	04" MJ 90 C153 CL/ZAT USA	50	\$115.20	\$230.40
2980	4	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$192.80
2990	4	EA	04" MJ GASKET (EPDM)		\$14.48	\$57.92
3000	20	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	238	\$29.54	\$590.80
3010	1	EA	04"x 6' 0" FLG x PE CL/ZAT	102	\$384.72	\$384.72
3020	1	EA	04" FLG TEE CL/PC USA	65	\$269.60	\$269.60
3030	2	EA	04" BLIND FLG 2T@C /ZAT USA	32	\$126.40	\$252.80
3040	3					
3050	3					
3060	2					
3070	1					
3080	1					
3090	5					
3100	40					
3110	4					
3120						
3130						
3140						
3150	1	EA	04" MJ SLV LP C153 TL/ZAT USA	20	\$108.80	\$108.80
3160	1	EA	04" MJ WYE C153 CL/ZAT USA	45	\$212.80	\$212.80
3170	3	EA	04" MJ 45 C153 CL/ZAT USA	66	\$100.00	\$300.00
3180	3	EA	04" MJ 90 C153 CL/ZAT USA	75	\$115.20	\$345.60
3190	17	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$819.40
3200	17	EA	04" MJ GASKET (EPDM)		\$14.48	\$246.16
3210	20	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	238	\$29.54	\$590.80
3220	180	FT	04" R.J. DIP CL350 18' NOM CL/ZAT	2,142	\$36.80	\$6,624.00
3230	9	EA	04" TYTON GASKET (EPDM)		\$10.18	\$91.62
3240						

330	8	EA	08" MJ GASKET (EPDM)			\$21.64	\$173.12
3250	3	EA	04" MJ 90 C153 CL/ZAT USA	75		\$115.20	\$345.60
3260	2	EA	04" MJ TAPT PLUG C153 TL/ZAT USA	20		\$113.60	\$227.20
3270	2	EA	04" MJ ACC SET C153 USA			\$36.14	\$72.28
3280	2	EA	04" MJ TEE C153 CL/ZAT USA	64		\$145.60	\$291.20
3290	15	EA	04" MEGALUG 1100 SET (DI) USA			\$48.20	\$723.00
3300	15	EA	04" MJ GASKET (EPDM)			\$14.48	\$217.20
3310	40	FT	04" P.O. DIP CL350 20' NOM CL/ZAT	476		\$29.54	\$1,181.60
3320	2						
3330	6						
3340	60						
3350	1						
3360	1						
3370	1						
3380	1						
3390	1						
3400							
3410							
3420							
3430							
3440	1	EA	04" MJ SLV LP C153 TL/ZAT USA	20		\$108.80	\$108.80
3450	1	EA	04" MJ WYE C153 CL/ZAT USA	45		\$212.80	\$212.80
3460	1	EA	04" MJ TAPT PLUG C153 TL/ZAT USA	10		\$113.60	\$113.60
3470	1	EA	04" MJ ACC SET C153 USA			\$36.14	\$36.14
3480	4	EA	04" MEGALUG 1100 SET (DI) USA			\$48.20	\$192.80
3490	4	EA	04" MJ GASKET (EPDM)			\$14.48	\$57.92
3500	3						
3510	4						
3520	4						
3530	1						
3540	240						
3550	1						
3560							
3570							
3580							
3590							
3600							
3610	2						
3620	2						
3630	2						
3640	2						
3650	2						
3660	1						
3670	1						
3680							
3690							
3700							
3710	TOTAL ALL ITEMS LISTED ABOVE			41,402			\$171,081.61
3720	PIPING LAYOUT DRAWINGS LUMP SUM						\$4,500.00
3730							
3740							
3750							

330
3760
3770
3780
3790

8 EA 08" MJ GASKET (EPDM)

\$21.64	\$173.12



C&B PIPING, INC.

ZACK LALOR

(205) 699-0455

zlalor@cbpiping.com



CITY/ST Crestview, FL
JOB NAME WWTP Solids Handling Improvements

BID: 7/27/2022 REQUOTE AS DCL

REVISION:

ADDENDUMS:

ESTIMATOR:

C&B Piping, Inc. is a full service manufacturer of treatment plant piping systems. We are a ductile iron & steel pipe fabricator. We are also an industrial linings and coatings applicator.

We are pleased to offer for your consideration, our proposal covering ductile iron pipe and fittings for the above referenced project. Our quotation is based fully on our interpretation of the documents and other instructions we have. It is not a guaranteed complete scope of materials. Please review our notes, item descriptions, and quantities very carefully to determine if our proposal meets your intended needs. We will gladly work with you in reviewing the final scope.

Validity

This quotation is valid for acceptance within 30 days of the date of this quotation. After 30 days, contact C&B Piping to request updated quotation. C&B Piping Quotations are based on agreement in full with C&B Standard Terms and Conditions of sale which are available upon request.

Freight

All prices are FOB factory with full truckload freight allowed to jobsite in the 48 continental USA states. Full truckload releases are defined as \$40,000 minimum release quantity. For all other releases, freight will be prepaid and added to invoice.

Payment Terms

We offer payment terms of NET 30. All past due invoices will be charged 1-1/2% interest per month. No retention is allowed. The bill of material listed in our proposal is our interpretation of the contract drawings or your material list. It is offered as assistance in preparing your total estimate but is not guaranteed as to the final material that would actually be required. Final amounts invoiced will be based on the actual quantities released by customer and shipped to the jobsite.

Escalation

If signed purchase order agreement is acceptable to both parties within 30 days of quotation, Ductile Iron Pipe, Fittings, Fabrication and Restraints prices will be held firm for 6 months from the date of this bid for all deliveries to the jobsite. All products delivered 6 months from date of bid will include a 10% FIRM escalation in the unit prices. After 12 months, all remaining products will be re-prior to shipment.

Force Majeure

In the event Force Majeure is declared, C&B Piping and all affiliates will not be liable for any causes of action for breach or damage that arise from our inability to meet our delivery or pricing terms.

Taxes

The unit prices and totals shown on our quotation do not include applicable sales taxes. If your project is not taxable, we require a tax exemption certificate or resale certificate on file prior to starting the project.

If the project is taxable, all applicable taxes will be paid to the appropriate taxing agencies by the customer.

Layout Drawings:

C&B Piping, Inc. offers a layout drawing service for Ductile Iron Piping Systems to complement the manufacture and supply of the products we furnish. We will draw all or a part of the project based on customer request. The cost of each drawing is \$1000

Each drawing may be revised twice without additional charge. Additional revisions are billed at \$75/hour. There is a \$500 setup charge for any request of 5 drawings or less. This setup charge is waived for projects requiring more than 5 drawings. Some project drawing costs may be bid using a lump sum amount to cover the ductile iron scope of supply.

C&B Piping offers BIM Modeling Service for piping supplied under contract with C&B. BIM Model Coordination is billed at a rate \$100/hour.

Quotation Specifications:

Pipe:

We have quoted pipe class as shown.

Flanged Pipe is quoted as Class 53, with 125# flanges

Fittings:

Flange: Full Body Ductile Iron 125# (ANSI/AWWA C110/A21.10)

Mechanical Joint: Compact MJ per ANSI/AWWA C153/A21.53

Lining:

DCL - Double Thickness Cement (ANSI/AWWA C104/A21.4) Field Repair Kits are \$65.00 each available to order.

401 - Protecto 401 Ceramic Epoxy. Field Repair Kits are \$70 each available to order as needed for your project

Coating:

Buried: TC - Standard Asphalt Tar 1 mil per AWWA C151

Buried: ZAT - ISO 8179-1 Arc Applied Zinc w/Asphalt Tar Topcoat

Exposed: PC - Shop Coat of Sherwin Williams Macropoxy 646 Epoxy @ 3-5 mils DFT (See Qualifications Notes below)

Restrained Joints:

Pipe TYTON w/ Restrained Gaskets

Pipe Proprietary Restrained Joint

Ftgs MJ w/ Wedge Restraints

Gaskets:

Standard SBR

EPDM where listed on our quotation

Hardware (where listed)

MJ T-Bolts for buried MJ joints are quoted as Std Low Alloy Steel

Flange Bolt/Nuts/Gaskets LIST AT END OF QUOTATION

Origin:

This project includes the American Iron & Steel (AIS) requirements. AIS specifically calls out flanges to be made in the United States and therefore we have quoted domestic flanges (DF), MJ Bells (DMJ), and wall collars (DWC) where they are applicable and marked them on our quote,

Wall Pipes:

Wall Collars thicknesses are quoted as industry standard - C&B Submittal

Polyethylene Encasement:

Polyethylene Encasement is NOT INCLUDED. If required, costs will be provided upon request.

QUALIFICATIONS:

SHOP COAT: C&B Piping offers a shop coat of temporary protection for items noted on our quotation. Responsibility for final system compatibility, proper field surface preparation, field acceptance as system primer, field repair to damaged coating are all by others. If shop coat is not desired, it can be ordered as Bare, or fully removed by field contractor on the jobsite at cost by others.

CATHODIC PROTECTION: C&B does not furnish Cathodic Protection. We have NOT furnished Steel Bonding Pads to protect special epoxy lined or glass lined pipe spigots unless specifically listed below on our quotation. If they are needed, we can furnish costs upon request.

FLANGE-TYTE® GASKET FULL FACE -1/8" THICKNESS - 3 O-RING SEAL FEATURE

Approximate Bolt Torque (ft-lb)

04" 06" 08" 10" 12" 14" 16" 18" 20" 24" 30" 36" 42" 48" 54" 60" 64"

150 PSI --->

250 PSI --->

350 PSI --->

90	90	90	90	90	110	110	120	120	130	140	160	585	625			
110	110	110	130	130	150	160	180	200	220							

Improper handling, storage, and/or improper installation will void all warranties. C&B PIPING, INC recommends the use of molded low torque 1/8" thick rubber gaskets for use with threaded ductile iron flanged joints. FLANGE-TYTE® or TORUSEA are both acceptable products. The use of alternative gaskets could result in excessive torques and damaged flanges and thus void all warranties.

LINE	QUAN	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
------	------	------	-------------	------------	-------------

10					
20					
30					
40	1	EA	08"x 6' 6" PE x DWC x PE DCL/ZAT	\$823.81	\$823.81
50	1	EA	08"x 6' 6" RJP x DWC x PE DCL/ZAT	\$1,027.83	\$1,027.83
60	1	EA	08" MJ 45 C153 DCL/ZAT USA	\$232.65	\$232.65
70	2	EA	08" MEGALUG 1100 SET (DI) USA	\$81.14	\$162.28
80	2	EA	08" MJ GASKET (EPDM)	\$21.64	\$43.28
90	100	FT	08" R.J. DIP CL350 20' NOM DCL/ZAT	\$50.67	\$5,067.00
100	5	EA	08" TYTON GASKET (EPDM)	\$19.50	\$97.50
110	2				
120	2				
130	2				
140	5	EA	08" MJ 45 C153 DCL/ZAT USA	\$232.65	\$1,163.25

150	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
160	1	EA	08x06" MJ TEE C153 DCL/ZAT USA		\$330.40	\$330.40
170	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
180	60	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$2,340.60
190	40	FT	08" R.J. DIP CL350 20' NOM DCL/ZAT		\$50.67	\$2,026.80
200	1	EA	08" TYTON GASKET (EPDM)		\$19.50	\$19.50
210	19	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$1,541.66
220	19	EA	08" MJ GASKET (EPDM)		\$21.64	\$411.16
230						
240						
250						
260	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
270	1	EA	08x06" MJ TEE C153 DCL/ZAT USA		\$330.40	\$330.40
280	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
290	1	EA	08" MJ 90 C153 DCL/ZAT USA		\$277.70	\$277.70
300	1	EA	08x06" MJ CON RED BB C153 DCL/ZAT USA		\$201.20	\$201.20
310	2	EA	06" MJ 90 C153 DCL/ZAT USA		\$185.00	\$370.00
320	8	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$649.12
330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
340	6	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$364.56
350	6	EA	06" MJ GASKET (EPDM)		\$17.33	\$103.98
360	40	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$1,560.40
370	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
380	2	EA	06"x 5' 0" FLG x PE DCL/PC		\$373.43	\$746.86
390						
400	2					
410	4					
420	2					
430	2					
440	2					
450						
460	2					
470	2	EA	06" FLG 90 DCL/PC USA		\$293.25	\$586.50
480	2	EA	06"x 1' 6" FLG x DF DCL/PC		\$384.84	\$769.68
490	2					
500	10					
510	10					
520						
530						
540	2					
550	2	EA	06" FLG 90 DCL/PC USA		\$293.25	\$586.50
560	2					
570	2	EA	06"x 5' 0" FLG x PE DCL/PC		\$373.43	\$746.86
580						
590	2					
600	4					
610	2					
620	2					
630	2					
640						
650	8					

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
660	8					
670	2	EA	06" MJ 90 C153 DCL/ZAT USA		\$185.00	\$370.00
680	2	EA	06" MJ TEE C153 DCL/ZAT USA		\$252.15	\$504.30
690	2					
700	2					
710	2					
720	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
730	1	EA	08x06" MJ TEE C153 DCL/ZAT USA		\$330.40	\$330.40
740	1					
750	1					
760	1					
770	4	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$324.56
780	4	EA	08" MJ GASKET (EPDM)		\$21.64	\$86.56
790	15	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$911.40
800	15	EA	06" MJ GASKET (EPDM)		\$17.33	\$259.95
810	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
820	20	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$780.20
830						
840						
850						
860	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
870	2	EA	06" MJ 45 C153 DCL/ZAT USA		\$157.80	\$315.60
880	1	EA	06" MJ TEE C153 DCL/ZAT USA		\$252.15	\$252.15
890	1	EA	06" MJ SLV LP C153 DCL/ZAT USA		\$166.30	\$166.30
900	9	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$546.84
910	9	EA	06" MJ GASKET (EPDM)		\$17.33	\$155.97
920						
930						
940						
950	1	EA	08" MJ 22.5 C153 DCL/ZAT USA		\$229.25	\$229.25
960	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
970	1	EA	08" MJ SLV LP C153 DCL/ZAT USA		\$229.25	\$229.25
980	7	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$567.98
990	7	EA	08" MJ GASKET (EPDM)		\$21.64	\$151.48
1000	20	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$780.20
1010						
1020						
1030						
1040						
1050	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
1060	1	EA	08" MJ SLV LP C153 DCL/ZAT USA		\$229.25	\$229.25
1070	1	EA	08" MJ 11.25 C153 DCL/ZAT USA		\$213.95	\$213.95
1080	2	EA	08" MJ 45 C153 DCL/ZAT USA		\$232.65	\$465.30
1090	11	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$892.54
1100	11	EA	08" MJ GASKET (EPDM)		\$21.64	\$238.04
1110	60	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$2,340.60
1120						
1130						
1140						
1150	1					

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
1160	1					
1170	1					
1180	1					
1190	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
1200	2	EA	08" MJ 90 C153 DCL/ZAT USA		\$277.70	\$555.40
1210	2	EA	08x06" MJ CON RED BB C153 DCL/ZAT USA		\$201.20	\$402.40
1220	2	EA	06" MJ 90 C153 DCL/ZAT USA		\$185.00	\$370.00
1230	11	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$892.54
1240	11	EA	08" MJ GASKET (EPDM)		\$21.64	\$238.04
1250	6	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$364.56
1260	6	EA	06" MJ GASKET (EPDM)		\$17.33	\$103.98
1270	20	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$780.20
1280	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
1290	2	EA	06"x 6' 0" FLG x PE DCL/ZAT		\$530.08	\$1,060.16
1300						
1310	2					
1320	4					
1330	2					
1340	2					
1350	2					
1360						
1370	2					
1380	2	EA	06" FLG 90 DCL/PC USA		\$293.25	\$586.50
1390	2	EA	06"x 1' 6" FLG x DF DCL/PC		\$384.84	\$769.68
1400	2					
1410	10					
1420	10					
1430						
1440						
1450	2					
1460	2	EA	06" FLG 90 DCL/PC USA		\$293.25	\$586.50
1470	2					
1480	2	EA	06"x 6' 0" FLG x PE DCL/PC		\$428.08	\$856.16
1490						
1500	2					
1510	4					
1520	2					
1530	2					
1540	2					
1550						
1560	8					
1570	8					
1580	2	EA	06" MJ 90 C153 DCL/ZAT USA		\$185.00	\$370.00
1590	2	EA	06" MJ TEE C153 DCL/ZAT USA		\$252.15	\$504.30
1600	3					
1610	3					
1620	3					
1630	3					
1640	16	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$972.16
1650	16	EA	06" MJ GASKET (EPDM)		\$17.33	\$277.28

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
1660	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
1670	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
1680						
1690						
1700	8	EA	06" MJ 45 C153 DCL/ZAT USA		\$157.80	\$1,262.40
1710	16	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$972.16
1720	16	EA	06" MJ GASKET (EPDM)		\$17.33	\$277.28
1730	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
1740	240	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$7,329.60
1750	12	EA	06" TYTON GASKET (EPDM)		\$14.92	\$179.04
1760						
1770						
1780	2	EA	06x04" MJ CON RED BB C153 DCL/ZAT USA		\$121.25	\$242.50
1790	4	EA	04" MJ 90 C153 DCL/ZAT USA		\$120.90	\$483.60
1800	2	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$121.52
1810	2	EA	06" MJ GASKET (EPDM)		\$17.33	\$34.66
1820	10	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$482.00
1830	10	EA	04" MJ GASKET (EPDM)		\$14.48	\$144.80
1840	40	FT	04" P.O. DIP CL350 20' NOM DCL/ZAT		\$38.75	\$1,550.00
1850						
1860	2	EA	04"x 8' 0" FLG x PE DCL/PC		\$443.81	\$887.62
1870	1					
1880	2	EA	04"x 2' 6" FLG x DF DCL/PC		\$349.33	\$698.66
1890						
1900	2	EA	04"x 1' 6" FLG x DF DCL/PC		\$303.79	\$607.58
1910	2	EA	06x04" FLG CON RED DCL/PC USA		\$291.55	\$583.10
1920	2	EA	06"x 1' 6" FLG x DF DCL/PC		\$384.84	\$769.68
1930	2	EA	06" FLG 90 DCL/PC USA		\$293.25	\$586.50
1940	2	EA	06"x 12' 0" FLG x DF DCL/PC		\$958.64	\$1,917.28
1950	2	EA	06" FLG TEE DCL/PC USA		\$429.25	\$858.50
1960	2	EA	06" BLIND FLG 2T@C /PC USA		\$157.25	\$314.50
1970	2					
1980	4					
1990	2					
2000	2	EA	06"x 1' 6" FLG x DF DCL/PC		\$384.84	\$769.68
2010	2	EA	06"x 7' 0" FLG x DF DCL/PC		\$685.40	\$1,370.80
2020	2	EA	06" FLG BASE 90 DCL/PC USA		\$560.15	\$1,120.30
2030	18					
2040	18					
2050	10					
2060	10					
2070						
2080						
2090						
2100	1	EA	06" MJ TEE C153 DCL/ZAT USA		\$252.15	\$252.15
2110	1	EA	06" MJ SLV LP C153 DCL/ZAT USA		\$166.30	\$166.30
2120	40	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$1,221.60
2130	3					
2140	3					
2150	3					

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
2160	1	EA	06" MJ 90 C153 DCL/ZAT USA		\$185.00	\$185.00
2170	3	EA	06" MJ 45 C153 DCL/ZAT USA		\$157.80	\$473.40
2180	1	EA	06" MJ WYE C153 DCL/ZAT USA		\$321.85	\$321.85
2190	22	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$1,336.72
2200	22	EA	06" MJ GASKET (EPDM)		\$17.33	\$381.26
2210	240	FT	06" R.J. DIP CL350 20' NOM DCL/ZAT		\$39.53	\$9,487.20
2220	12	EA	06" TYTON GASKET (EPDM)		\$14.92	\$179.04
2230						
2240	2	EA	06" MJ 90 C153 DCL/ZAT USA		\$185.00	\$370.00
2250	1	EA	06" MJ 45 C153 DCL/ZAT USA		\$157.80	\$157.80
2260	60	FT	06" R.J. DIP CL350 20' NOM DCL/ZAT		\$39.53	\$2,371.80
2270	2	EA	06" TYTON GASKET (EPDM)		\$14.92	\$29.84
2280	6	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$364.56
2290	6	EA	06" MJ GASKET (EPDM)		\$17.33	\$103.98
2300	2	EA	06"x 7' 0" PE x DWC x PE DCL/ZAT		\$668.10	\$1,336.20
2310						
2320						
2330						
2340	2					
2350	2	EA	06"x 10' 6" FLG x DWC x PE DCL/PC		\$823.99	\$1,647.98
2360	2					
2370	2					
2380	2					
2390						
2400	3	EA	06" MJ 45 C153 DCL/TC USA		\$125.80	\$377.40
2410	1	EA	06" MJ WYE C153 DCL/TC USA		\$289.85	\$289.85
2420	2					
2430	2					
2440	2					
2450	2					
2460	16	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$972.16
2470	16	EA	06" MJ GASKET (EPDM)		\$17.33	\$277.28
2480	40	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$1,221.60
2490						
2500	3	EA	06" MJ 45 C153 DCL/TC USA		\$125.80	\$377.40
2510	1	EA	06" MJ WYE C153 DCL/TC USA		\$289.85	\$289.85
2520	1					
2530	1					
2540	1					
2550	1					
2560	14	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$850.64
2570	14	EA	06" MJ GASKET (EPDM)		\$17.33	\$242.62
2580	40	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$1,221.60
2590	160	FT	06" R.J. DIP CL350 20' NOM DCL/ZAT		\$39.53	\$6,324.80
2600	8	EA	06" TYTON GASKET (EPDM)		\$14.92	\$119.36
2610						
2620						
2630						
2640	2					
2650	7					

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
2660	3					
2670	3					
2680	1					
2690	4					
2700	10					
2710	3					
2720	3					
2730	140					
2740	260					
2750	1					
2760						
2770						
2780						
2790	7	EA	04" MJ 90 C153 DCL/ZAT USA		\$120.90	\$846.30
2800	2	EA	04" MJ TAPT PLUG C153 TL/ZAT USA		\$119.20	\$238.40
2810	2	EA	04" MJ ACC SET C153 USA		\$36.14	\$72.28
2820	1	EA	04" MJ TEE C153 DCL/ZAT USA		\$153.20	\$153.20
2830	6	EA	04" MJ 45 C153 DCL/ZAT USA		\$104.75	\$628.50
2840	2	EA	04" MJ 22.5 C153 DCL/ZAT USA		\$102.20	\$204.40
2850	2	EA	04" MJ 11.25 C153 DCL/ZAT USA		\$94.55	\$189.10
2860	37	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$1,783.40
2870	37	EA	04" MJ GASKET (EPDM)		\$14.48	\$535.76
2880	40	FT	04" P.O. DIP CL350 20' NOM DCL/ZAT		\$38.75	\$1,550.00
2890	200	FT	04" R.J. DIP CL350 18' NOM DCL/ZAT		\$47.74	\$9,548.00
2900	11	EA	04" TYTON GASKET (EPDM)		\$10.18	\$111.98
2910	2	EA	04"x 4' 6" FLG x PE DCL/PC		\$284.42	\$568.84
2920	2	EA	04" FLG 90 DCL/PC USA		\$198.90	\$397.80
2930	1					
2940	4					
2950	4					
2960						
2970	2	EA	04" MJ 90 C153 DCL/ZAT USA		\$120.90	\$241.80
2980	4	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$192.80
2990	4	EA	04" MJ GASKET (EPDM)		\$14.48	\$57.92
3000	20	FT	04" P.O. DIP CL350 20' NOM DCL/ZAT		\$38.75	\$775.00
3010	1	EA	04"x 6' 0" FLG x PE DCL/ZAT		\$430.73	\$430.73
3020	1	EA	04" FLG TEE DCL/PC USA		\$286.45	\$286.45
3030	2	EA	04" BLIND FLG 2T@C /ZAT USA		\$132.80	\$265.60
3040	3					
3050	3					
3060	2					
3070	1					
3080	1					
3090	5					
3100	40					
3110	4					
3120						
3130						
3140						
3150	1	EA	04" MJ SLV LP C153 TL/ZAT USA		\$114.10	\$114.10

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
3160	1	EA	04" MJ WYE C153 DCL/ZAT USA		\$224.60	\$224.60
3170	3	EA	04" MJ 45 C153 DCL/ZAT USA		\$104.75	\$314.25
3180	3	EA	04" MJ 90 C153 DCL/ZAT USA		\$120.90	\$362.70
3190	17	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$819.40
3200	17	EA	04" MJ GASKET (EPDM)		\$14.48	\$246.16
3210	20	FT	04" P.O. DIP CL350 20' NOM DCL/ZAT		\$38.75	\$775.00
3220	180	FT	04" R.J. DIP CL350 18' NOM DCL/ZAT		\$47.74	\$8,593.20
3230	9	EA	04" TYTON GASKET (EPDM)		\$10.18	\$91.62
3240						
3250	3	EA	04" MJ 90 C153 DCL/ZAT USA		\$120.90	\$362.70
3260	2	EA	04" MJ TAPT PLUG C153 TL/ZAT USA		\$119.20	\$238.40
3270	2	EA	04" MJ ACC SET C153 USA		\$36.14	\$72.28
3280	2	EA	04" MJ TEE C153 DCL/ZAT USA		\$153.20	\$306.40
3290	15	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$723.00
3300	15	EA	04" MJ GASKET (EPDM)		\$14.48	\$217.20
3310	40	FT	04" P.O. DIP CL350 20' NOM DCL/ZAT		\$38.75	\$1,550.00
3320	2					
3330	6					
3340	60					
3350	1					
3360	1					
3370	1					
3380	1					
3390	1					
3400						
3410						
3420						
3430						
3440	1	EA	04" MJ SLV LP C153 TL/ZAT USA		\$114.10	\$114.10
3450	1	EA	04" MJ WYE C153 DCL/ZAT USA		\$224.60	\$224.60
3460	1	EA	04" MJ TAPT PLUG C153 TL/ZAT USA		\$119.20	\$119.20
3470	1	EA	04" MJ ACC SET C153 USA		\$36.14	\$36.14
3480	4	EA	04" MEGALUG 1100 SET (DI) USA		\$48.20	\$192.80
3490	4	EA	04" MJ GASKET (EPDM)		\$14.48	\$57.92
3500	3					
3510	4					
3520	4					
3530	1					
3540	240					
3550	1					
3560						
3570						
3580						
3590						
3600						
3610	2					
3620	2					
3630	2					
3640	2					
3650	2					

330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
3660	1					
3670	1					
3680						
3690						
3700						
3710	TOTAL ALL ITEMS LISTED ABOVE					\$142,462.36
3720						
3730	PIPING LAYOUT DRAWINGS LUMP SUM					\$4,500.00
3740						

ATTACHMENT #05

TRAFFIC RATED ELECTRICAL MANHOLE



SAWCROSS, INC.

2108 - Crestview WWTP

PREPARED FOR:	Jacobs Eng.	PREPARED BY:	Justin Hanson	DATE:	12/09/2022	Proposal	Electrical Box		
LABOR		DESCRIPTION OF WORK		STANDARD HOURS	OVERTIME HOURS	BASE RATE	OVERTIME RATE	TOTAL \$	
Pipe Fitter		2 guys @ 16-Hrs each		32.0	0.0	\$ 37.50	\$ 0.00	\$ 1200.00	
DIRECT LABOR HOURS				32.0					
DIRECT LABOR HOURS OVERTIME				0.0					
DIRECT LABOR HOURS TOTAL				32.0					
FOREMAN				8.0	0.0	\$ 40.00	\$ 0.00	\$ 320.00	
PROJECT MANAGER				4.0	0.0	\$ 35.00	\$ 0.00	\$ 140.00	
						Labor Subtotal		\$ 1,660.00	
						Contingency	0%	0	
						Labor Total		\$ 1,660.00	
MATERIALS		DESCRIPTION		QTY	UNIT COST	TOTAL COST		TOTAL	
MHD 36" x 36" Square Manhole Cover and Frame		H-20 Traffic Rated		1	\$ 1,300.00	\$ 1,300.00		\$ 1,300.00	
Forming Material		8' x 4' Sheets of 3/4" Plywood		2	\$ 70.00	\$ 140.00		\$ 140.00	
Forming Material		2" x 4" x 8' Lumber		5	\$ 4.00	\$ 20.00		\$ 20.00	
4000-PSI Concrete		2 Yards - Delivered		2	\$ 200.00	\$ 400.00		\$ 400.00	
Reinforcement		(8)10' Sticks or #4 Rebar, Rebar accessories		1	\$ 75.00	\$ 75.00		\$ 75.00	
Nails		1-Lb box of duplex nails		1	\$ 7.63	\$ 7.63		\$ 7.63	
Gravel		1 Ton		1	\$ 85.00	\$ 85.00		\$ 85.00	
						Material Subtotal		\$ 2,027.63	
						Tax	7%	\$ 141.93	
						Contingency	0%	\$ 0.00	
						Material Total		\$ 2,169.56	
EQUIPMENT	DESCRIPTION			QTY.	UNIT COST	WEEKS		TOTAL	
Equipment	Description			1	\$ 0.00	0.00		\$ 0.00	
						Equipment Subtotal		\$ 0.00	
						Tax	7%	\$ 0.00	
						Contingency	0%	\$ 0.00	
						Equipment Total		\$ 0.00	
GENERAL CONDITIONS	DESCRIPTION			QTY. Rate	UNIT COST	WEEKS		TOTAL	
General Conditions				1	\$ 0.00	0.00		\$ 0.00	
						GCs Subtotal		\$ 0.00	
						Contingency	0%	\$ 0.00	
						GCs Total		\$ 0.00	
SUBCONTRACTORS	DESCRIPTION			QTY. Rate	UNIT COST	WEEKS		TOTAL	
Subcontractor	Description			1	\$ 0.00	0.00		\$ 0.00	
						SC Subtotal		\$ 0.00	
						Contingency	0%	\$ 0.00	
						SC Total		\$ 0.00	
SUMMARY									
				LABOR (Including Burden)				\$ 1,660.00	
				MATERIALS				\$ 2,169.56	
				EQUIPMENT				\$ 0.00	
				General Conditions				\$ 0.00	
				Subcontractors				\$ 0.00	
				TOTAL COSTS				\$ 3,829.56	
				MARK UPS ON LABOR (15%)				\$ 249.00	
				MARK UPS ON MATERIAL (15%)				\$ 325.43	
				MARK UPS ON EQUIPMENT (15%)				\$ 0.00	
				MARK UPS ON SUBCONTRACTORS (5%)				\$ 0.00	
				BOND				\$ 6.61	
								TOTAL:	\$ 4,410.60

ATTACHMENT #06

BUILDING DRAIN LINE MATERIAL MODIFICATION

From: Justin Hanson
Sent: Monday, October 24, 2022 1:39 PM
To: Justin Hanson
Subject: RE: SAWCROSS - CRESTVIEW, FL - 10" Drain - Add to quote

See below.

10" Drain Line Change from DI to PVC			
<u>Material</u>	<u>Unit Price</u>	<u>Length</u>	<u>Total</u>
DI	\$58.31	180	\$10,495.80
PVC	\$40.09	180	\$7,216.20
Total			(\$3,279.60)

From: Zack Lalor <zlalor@cbpiping.com>
Sent: Tuesday, August 23, 2022 5:49 AM
To: Justin Hanson <justinh@sawcross.com>
Cc: Clay Hall <chall@cbpiping.com>
Subject: RE: SAWCROSS - CRESTVIEW, FL - 10" Drain - Add to quote

Justin –

See pricing and take-off below. Let me know if you have questions. How did Tallahassee go?

QUAN	UNIT	DESCRIPTION	TOTAL WEIGHT	UNIT PRICE
<u>YARD PIPING</u>				
<u>4" / 6" / 10" DR</u>				
260	FT	10" R.J. DIP CL350 20' NOM DCL/ZAT	7,670	\$58.31
5	EA	10x06" MJ WYE C153 DCL/TC USA	680	\$566.74
1	EA	10x06" MJ CON RED BB C153 DCL/TC USA	47	\$185.76
80	FT	06" R.J. DIP CL350 20' NOM DCL/ZAT	1,376	\$37.82
1	EA	06" MJ WYE C153 DCL/TC USA	93	\$293.26
3	EA	06" MJ 90 C153 DCL/TC USA	117	\$154.80
6	EA	06" MJ 45 C153 DCL/TC USA	192	\$127.28
1	EA	06" FOSTER ADAPTER FBE STD B/N USA		\$167.07
11	EA	10" MEGALUG 1100 SET (DI) EPDM USA		\$140.04
25	EA	06" MEGALUG 1100 SET (DI) EPDM USA		\$76.04
TOTAL ALL ITEMS LISTED ABOVE			10,175	



Bid Proposal for Copy of CREST VIEW WWTP SOLIDS HANDLING

Bid #: 2593444

Seq#	Qty	Description	Units	Price	Ext Price
890		DWG 05-Y-2001/2002			
900		WAS TIE IN			
910	3	461-S VALVE BOX COMPLETE 2PC / SPEC 40 27 02 PG 804	EA	191.90	575.70
930	3	WAGER 3" BRASS TAG	EA	20.00	60.00
940		REF DWG 20-D-2001/3001			
960		DWG 20-D-3001 AD #3/4			
970		DRAIN			
980		REF DWG 20-D-2001			
990	2	461-S VALVE BOX COMPLETE 2PC / SPEC 40 27 02 PG 804	EA	191.90	383.80
1010	2	WAGER 3" BRASS TAG	EA	20.00	40.00
1020	2	6"6" VALVE EXTENSION STEM	EA	281.25	562.50
1030		REF DWG 05-Y-2002			
1040	1	461-S VALVE BOX COMPLETE 2PC / SPEC 40 27 02 PG 804	EA	191.90	191.90
1060	1	WAGER 3" BRASS TAG	EA	20.00	20.00
1070	1	6"6" VALVE EXTENSION STEM	EA	281.25	281.25
1090		DWG 40-D-2001 DEWATERING			
1100		BLDG DRAIN			
1110	2	4 JR SMITH 2290 HVY DUTY FLOOR DRAIN NOTE 1 DWG 40-D-2001	EA	267.41	534.82
1130	7	6 JR SMITH 2290 HVY DUTY FLOOR DRAIN NOTE 1 DWG 40-D-2001	EA	267.41	1,871.87
1150	180	10 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	40.09	7,216.20
1160	1	2X1000' DET TAPE SEWER GREEN	EA	31.30	31.30
1180		DWG 05-Y-2001			
1190		4" W1 TIE IN TO DEWATERING BLD			
1200	1	4 WATTS LF709-DNRS DOUBLE CHCK 0122752 NO LEAD V640 SPEC PG 800 W/ V500 BFV AS NOTED DWG 05-Y-2001	EA	5,070.76	5,070.76
1240		REF DWG 40-D-201/3001			
1250	1	1-1/2 WATT 007M2QT DBL CHECK BACKFLOW PREVENTOR 0062616 SPEC V640 PG 800	EA	463.83	463.83
1280		DWG 05-Y-2001			
1290		04" W3 TIE IN TO DEWATERING BL			
1300		REF DWG 40-D-3002			
1310	1	1" V308 316SS BALL VALVE SPEC PG 797	EA	146.22	146.22
1330	1	KAMLOCK 316SS 1" PART "A" MALE CAM X FIP ADAPTER	EA	29.55	29.55
1340	1	KAMLOCK 1" PART DC 316SS	EA	42.82	42.82
1350		2" W3 CONN UNCLEAR			
1370		DWG 05-Y-2002			
1380		2" W3			
1390	1	2X1000' DET TAPE WATER	EA	28.00	28.00

10/21/2022 - 8:17 AM

Actual taxes may vary

Page 4 of 5

ATTACHMENT #07

DIGESTER RELOCATION AND PIPE REDUCTION

150	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
160	1	EA	08x06" MJ TEE C153 DCL/ZAT USA		\$330.40	\$330.40
170	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
180	60	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$2,340.60
190	40	FT	08" R.J. DIP CL350 20' NOM DCL/ZAT		\$50.67	\$2,026.80
200	1	EA	08" TYTON GASKET (EPDM)		\$19.50	\$19.50
210	19	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$1,541.66
220	19	EA	08" MJ GASKET (EPDM)		\$21.64	\$411.16
230						
240						
250						
260	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
270	1	EA	08x06" MJ TEE C153 DCL/ZAT USA		\$330.40	\$330.40
280	1	EA	08" MJ TEE C153 DCL/ZAT USA		\$381.40	\$381.40
290	1	EA	08" MJ 90 C153 DCL/ZAT USA		\$277.70	\$277.70
300	1	EA	08x06" MJ CON RED BB C153 DCL/ZAT USA		\$201.20	\$201.20
310	2	EA	06" MJ 90 C153 DCL/ZAT USA		\$185.00	\$370.00
320	8	EA	08" MEGALUG 1100 SET (DI) USA		\$81.14	\$649.12
330	8	EA	08" MJ GASKET (EPDM)		\$21.64	\$173.12
340	6	EA	06" MEGALUG 1100 SET (DI) USA		\$60.76	\$364.56
350	6	EA	06" MJ GASKET (EPDM)		\$17.33	\$103.98
360	40	FT	08" P.O. DIP CL350 20' NOM DCL/ZAT		\$39.01	\$1,560.40
370	20	FT	06" P.O. DIP CL350 20' NOM DCL/ZAT		\$30.54	\$610.80
380	2	EA	06"x 5' 0" FLG x PE DCL/PC		\$373.43	\$746.86
390						
400	2					
410	4					
420	2					
430	2					
440	2					
450						
460	2					
470	2	EA				\$586.50
480	2	EA				\$769.68
490	2					
500	10					
510	10					
520						
530						
540	2					
550	2	EA	06" FLG 90 DCL/PC USA		\$293.25	\$586.50
560	2					
570	2	EA	06"x 5' 0" FLG x PE DCL/PC		\$373.43	\$746.86
580						
590	2					
600	4					
610	2					
620	2					
630	2					
640						
650	8					

Reduction if pipe length per relocation of the Aerobic Digesters:			
<u>Pipe Segment</u>	<u>Length Reduced</u>	<u>Unit Price</u>	<u>Total</u>
8" DS	14	\$39.01	\$546.14
6" DR	14	\$30.54	\$213.78
6" WAS	14	\$30.54	\$427.58
			<u>(\$1,187.50)</u>

ATTACHMENT #08

ELECTRICAL BID ESCALATION

- 7) Quote assumes Control and Instrumentation scopes will be performed by others. ALL equipment, instrumentation, programming, calibrations, drawings, set-up, graphics and commissioning will be provided by others. (Unless "Controls Package" Adders are awarded). ACS exclusions, terms, and clarifications apply.
- 8) Quote includes standard procurement and shipping for all equipment and materials. Any expedited materials needed or sharp increases in material prices will be extra.
- 9) Quote assumes all hydro vacs, silt fencing, road/sidewalk repair, GPR surveys, surveying, imported/exported fills, dumpsters, sanitary facilities (per OSHA standards), environmental remediations, hazardous materials handling, fencing, shoring, concrete, or testing will be performed by other. Quote assumes all under ground obstructions will be identified by others before work begins. Moody Electric will not be responsible for damages to unmarked obstructions.
- 10) Quote excludes all sales tax.
- 11) Quote includes wages as indicated in Addendum #2. If mandated, additional wage increases will be extra.
- 12) Quote does not include bid bond. If bond is required add 1.5% to total bid.

Description	Lump Sum Cost
Base Bid Total Lump Sum Price	\$ 567,750.00
Controls Package Per ACS SOW	Lump Sum Cost
ACS SOW	\$ 98,440.00
TOTAL LUMP SUM BID	\$ 666,190.00

Proposal: We propose to furnish labor, material and equipment per the above description lump sum basis. Progress payments. Payment in full is due upon completion. Finance charges of 1.5% per month will be charged on all past due amounts. Customer agrees to pay all collection expenses, including reasonable attorney fees, incurred in the collection of charges under this contract. This estimate is good for 30 days.

Proposed By: _____

Ray Webb

Accepted By: _____



MOODY'S ELECTRIC, INC.

Safety-Quality-Productivity

40150 State Hwy 59

P.O. Box 1715

Bay Minette, AL 36507

Office: (251) 937-0678

www.moodyelectric.net

* In 2005 Moody's Electric, Inc. became a Woman-Owned Business*
Alabama Electrical License # 1082

\$ 697,102.00

* increase of \$30,912

Date: December 30, 2021

Bid Number: 22104-Q077 Rev02

Job Name: Crestview WWTP Solids Handling Improvements

Description: Moody's Electric, Inc. proposes to furnish labor, material, and equipment necessary to complete the following scope of work.

General

Provide and install the complete installation of the electrical and instrumentation systems for the Crestview Wastewater Treatment Plant Solids Handling Improvements Project. Moody Electric has thoroughly reviewed the project drawings, specifications, and requirements to complete this project in a timely manner. Quote acknowledges Addenda 1-3. We look forward to working with you on this project and providing a quality job in a timely manner.

Electrical

1. Provide and install raceways and wiring depicted in Dwg.# 05-E-2001-2002 Site Electrical Plans.
 - Provide and install electrical handholes and manholes as detailed.
 - Quote includes excavations, rebar and concrete required to install duct banks as detailed.
 - Provide and install conduits and cables depicted in Dwg.# 05-E-6001.
 - Provide an install site lighting pole, fixtures, conduit and wiring as depicted.
2. Quote includes the electrical installation requirements depicted in Dwg.# 20-E-2001 Aerobic Digesters #3 and #4.
 - Provide and install area grounding as shown.
 - Provide and install conduit and wiring to Mixer Motors as shown.
 - Provide and install conduit and wiring to digester area instrumentation as shown.
 - Quote includes providing and installing safety switches as depicted in Addendum 2.
3. Quote includes the electrical installation requirements depicted in Dwg.# 25-E-2001 Intermediate Sludge Transfer Pump Station plan.
 - Provide and install area grounding as shown.
 - Provide and install conduit and wiring to Intermediate Sludge Pump Motors as shown.
 - Provide and install conduit and wiring to area instrumentation as shown.
 - Quote includes providing and installing safety switches depicted in Addendum 2.
 - Install 25-LCP-10-1 as detailed.
4. Quote includes the electrical installation requirements depicted in Dwg.# 30-E-2001 Biosolids Feed pump Station power plan. .
 - Provide and install area grounding as shown.
 - Provide and install conduit and wiring to Biosolid Feed Pump Motors and Control Stations as shown.
 - Provide and install conduit and wiring to area instrumentation as shown.

- 7) Quote assumes Control and Instrumentation scopes will be performed by others. ALL equipment, instrumentation, programming, calibrations, drawings, set-up, graphics and commissioning will be provided by others.
- 8) Quote includes standard procurement and shipping for all equipment and materials. Any expedited materials needed or sharp increases in material prices will be extra.
- 9) Quote assumes all hydro vacs, silt fencing, road/sidewalk repair, GPR surveys, surveying, imported/exported fills, dumpsters, sanitary facilities (per OSHA standards), environmental remediations, hazardous materials handling, fencing, shoring, concrete, or testing will be performed by other. Quote assumes all under ground obstructions will be identified by others before work begins. Moody Electric will not be responsible for damages to unmarked obstructions.
- 10) Bid is based on current material cost at time of bid. Due to the Volatility of materials, any increases between the time of the bid and the release of the materials shall be charged additional.
- 11) Lead times on materials are estimates only provided at the time of bid and shall not be binding. Moody's Electric cannot control delays in the production and shipment of materials.
- 12) Quote excludes all sales tax.
- 13) Quote includes wages as indicated in Addendum #2. If mandated, additional wage increases will be extra.
- 14) Quote does not include bid bond. If bond is required add 1.5% to total bid.

Description	Lump Sum Cost
Base Bid Total Lump Sum Price	\$ 697,102.00

Proposal: We propose to furnish labor, material and equipment per the above description lump sum basis. Progress payments. Payment in full is due upon completion. Finance charges of 1.5% per month will be charged on all past due amounts. Customer agrees to pay all collection expenses, including reasonable attorney fees, incurred in the collection of charges under this contract. This estimate is good for 30 days.

Proposed By: _____

Ray Webb

Accepted By: _____

SECTION 00843

CHANGE ORDER FORM

Project: **City of Crestview
Solids Handling Improvements**

CHANGE ORDER NO. 1

DATE OF ISSUANCE: March 14, 2021 CONTRACTOR: Sawcross, Inc.

EFFECTIVE DATE: March 28, 2022 ENGINEER: Jacobs

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$4,473,000.00	Digester Completion: 210 Days Substantial Completion: 360 Days Ready for final payment: 420 Days days or dates
Net changes from previous Change Orders No. ____ to No. ____	Net change from previous Change Orders No. ____ to No. ____
\$ 0	0 days days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$4,473,000.00	Digester Completion: 210 Days Substantial Completion: 360 days Ready for final payment: 420 days days or dates
Net Increase of this Change Order	Net Increase of this Change Order
\$566,103.68	59 (Digester schedule) days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$5,039,103.68	Digester Completion: 269 Days Substantial Completion: 360 days Ready for final payment: 420 days days or dates

CHANGES ORDERED:

- I. **GENERAL** This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 1

- II. **REQUIRED CHANGES:** The contract price is to be increased in an amount equal to the material and labor cost increases since the bid opening date and time of notice of award. The contract price increase also includes labor and materials cost increases to meet SRF American Iron and Steel regulations and Davis Bacon Minimum Wage Rates.

- III. **JUSTIFICATION:** The contractor submitted their bid at the bid opening on May 18, 2021 and the notice of award was provided on January 10, 2022. Inflation has increased the construction costs during this time duration and the City agreed to pay the Contractor the representative increase in cost rather than re-bidding the project. Additionally, the City applied for an FDEP SRF Construction Loan for the project which requires AIS and Davis Bacon adherence.

- IV. **PAYMENT:** This change order will result in an increase of \$566,103.68 to the total contract amount.

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: Sawcross, Inc.

Change(s) Ordered by: NA

RECOMMENDED BY:

Scott Jernigan - Jacobs
(Engineer)

By:  3/18/22
(Authorized Signature) (Date)

Project Manager
(Title)

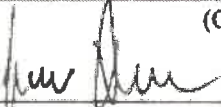
APPROVED BY:

City of Crestview, Florida
(Owner)

By:  3/28/22
(Authorized Signature) (Date)

ACCEPTED BY:

Justin Hanson - Sawcross Inc.
(Contractor)

 3/17/22
(Authorized Signature) (Date)

Project Manager
(Title)

END OF SECTION



Staff Report

CITY COUNCIL MEETING DATE: March 28, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 3/25/2022
SUBJECT: WWTP Solids Handling Change Order #1 and Notice to Proceed

BACKGROUND:

The City Council approved the WWTP Solids Handling Project on 6/28/2021. However, the funding had not been procured so the project was delayed.

DISCUSSION:

The delay between the Notice of Award and Notice to Proceed (NOP) is the primary reason for Change Order #1.

This Change Order is to cover the increase in material cost as well as the additional costs insured by having the project qualify for the new state revolving loan funding (SRF) source. The SRF funding requires Davis Bacon Wage Rates and American Iron and Steel materials, which add costs to the procurement and documentation for labor and materials.

The original bid amount in June 2021 was \$4,473,000.00. Change Order #1 is for \$566,103.68 of which \$117,498.39 is related to the requirements of the SRF. This brings the total cost of the project to \$5,039,103.68. Currently, the contract time has not started. If approved, the NOP can be given on 3/29/22 and the new digesters can be operational by December. A detailed schedule will be provided once Change Order #1 is approved and the NOP is given.

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.

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The original bid amount in June, 2021 was \$4,473,000.00 and the total current cost of the project is \$5,039,103.68. The source of funding will be a State Revolving Loan (SRF).

RECOMMENDED ACTION

Staff requests a motion to approve the Change Order to prevent any further delays to the project.

Attachments

1. SKM_C45822032311130



Staff Report

CITY COUNCIL MEETING DATE: April 10, 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: 4/5/2023
SUBJECT: Task Order 2020-02 Biosolids Improvements Amendment 1

BACKGROUND:

This City requested Jacobs provide consulting services for the design, bid, and engineering services during construction for upgrading the biosolids handling at the WWTP facility under Task Order 2020-02. The project includes the construction of two new aerobic digesters, a new belt press, a dewatering building, and associated electrical and site improvements. The Task Order was executed based on a 10-month construction schedule. However, due to unforeseen delays in materials and equipment manufacturing and shipping times, the 10-month construction duration has been exhausted and is projected to be completed in 18 months. This Task Order amendment aims to extend Jacobs construction services for an additional eight months.

The original executed Task Order 2020-02 is attached for reference.

DISCUSSION:

Included in Task Order 2020-02 Amendment 1 are the following services:

Jacobs will provide limited engineering services during construction as outlined in Task 5 of Task Order 2020-02 for the solids handling improvements. This amendment assumes an additional eight months of construction for 18 months to complete. Items under this task generally include:

- Pay application review
- Response to requests for information (drawing changes, clarification of specifications, etc.)
- Preparation of change orders
- (7) Monthly progress meetings held on-site at the WWTP
- (8) "As needed" site visits

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The financial impact of Task Order 2020-02 Amendment 1 is \$35,000; the funding source for this is account #332-1935-535.63-00 Capital Improvements Fund Waste Water Treatment Plant division.

RECOMMENDED ACTION

Staff respectfully requests a motion approving Amendment 1 of Task Order 2020-02.

Attachments

1. Task Order 2020-02_Biosolids-Improvements_Amendment_1
2. Task order 2020.02_executed

Task Order 2020-02, Amendment 1

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 26, 2018 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for the Crestview WWTP Biosolids Handling Improvements

Article A. Purpose for Amendment

This City requested Jacobs provide consulting services for the design, bid and engineering services during construction for upgrading the biosolids handling facilities under Task Order 2020-02. The project includes the construction of two new aerobic digesters, a new belt press dewatering building, and associated electrical and site improvements. The Task Order was executed based on a 10-month construction schedule; however due to unforeseen delays in materials and equipment manufacturing and shipping times the 10-month construction duration has been exhausted and is projected to be completed in 18-months. The purpose of this Task Order amendment is to extend Jacobs construction services for an additional 8-months.

This Task Order amendment is intended to incorporate the services that are described in Article B. Amended Scope of Services.

Article B. Amended Scope of Services

Task 5 – Services During Construction

Jacobs will provide limited engineering services during construction as outlined in Task 5 of Task Order 2020-02 for the construction of the solids handling improvements. This amendment assumes an additional 8-months of construction time for a total of 18-months to final completion. Items under this task generally include:

- Pay application review
- Response to requests for information
- Preparation of change orders
- (7) Monthly progress meetings
- (8) "As needed" site visits

Article C.

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

Table 1 – Preliminary Schedule – Amendment 1

Milestone	Completion Time
Notice to Proceed	
Task 5 – Substantial Completion	16 months after NTP
Task 5 – Final Completion	18 months after NTP
Task 5 – Project Acceptance	2 weeks after Final acceptance

Article D. Compensation, Amendment 1

Compensation for providing the additional services described in Article B. Scope of Services in this task order amendment shall be **\$35,000**. The CLIENT shall pay Jacobs, in accordance with Section 5 of the Agreement, on a time and material basis with a revised not-to-exceed amount of \$350,000. The estimated breakdown of fees is shown in the table 2 below.

Table 2 – Engineering Budget – Amendment 1

Milestone	Original Fee Amount	Amended Fee Amount
Task 1 – Preliminary Design	\$68,000	\$68,000
Task 2 – Detailed Design	\$152,000	\$152,000
Task 3 – Permitting Assistance	\$5,000	\$5,000
Task 4 – Bidding Assistance	\$8,000	\$8,000
Task 5 – Services during construction	\$62,000	\$97,000
Geotechnical Allowance	\$20,000	\$20,000
Total	\$315,000	\$350,000

Article E. Authorized Representative

The Authorized Representatives designated below are authorized to act with respect to Task Order 20-02 – Amendment 1. Communications between the City and Jacobs shall be through the Authorized Representatives:

For the City of Crestview, Florida	For CH2M HILL Engineers, Inc.
Name: Mike Criddle	Name: Kevin Waddell
Address: P.O. Drawer 1209 Crestview, Florida 32536	Address: 25 W. Cedar Street, Suite 350 Pensacola, FL 32502
Telephone: (850) 682-6134	Telephone: (850) 941-7279

Article F. Authorization:

Task Order 20-02 is effective as of _____, 2023	
Accepted for CLIENT by:	Accepted for CH2M HILL Engineers, Inc. by:
	
Name: J.B Whitten	Name: Scott Jernigan, P.E.
Title: Mayor	Title: Principal PM

TASK ORDER 2020 - 02

THIS TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 26, 2018 (AGREEMENT), FOR THE CITY OF CRESTVIEW, FLORIDA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Professional Engineering and Consulting Services for the Crestview WWTP Biosolids Handling Improvements

Article A. Purpose

The City of Crestview (CLIENT) has seen significant growth in recent years and that growth has introduced a need to expand and build new residential communities. This growth has led to an increase in influent flow at the Crestview Wastewater Treatment Plant (WWTP). The WWTP has also seen a dramatic increase in solids loadings over the last 5 years. These increased loadings follow a seasonal trend and have been consistent during the last several years. The City has requested Jacobs provide a task order for professional services to provide additional digester capacity and a second belt filter press. The purpose of Task Order 2020-02 is to authorize and direct CH2M HILL Engineers, Inc., a wholly-owned subsidiary of Jacobs Engineering Group (JACOBS), to proceed with the professional engineering and consulting services to design, bid, and provide services during construction for the construction of the biosolids handling improvements.

The scope of work is described in Article B below.

Article B. Scope of Services

The scope of services provided with this task order is detailed below.

Task 1 – Preliminary Design

During the preliminary design phase, Jacobs will coordinate with the City and the WWTP staff to define the preferred location of the improvements. A conceptual site plan will be developed showing the geometry of the improvements and the location on the WWTP site. The preliminary design will include conceptual plans for new aerobic digesters (structural, process mechanical, and instrumentation and controls) and the new belt filter press building (process mechanical, architectural, structural, and instrumentation and controls). A brief technical memorandum (TM) will be developed to identify the basis of design and will generally include preliminary sizing calculations, the quantity and dimensions of the digesters, characteristics of the new belt filter press, and details on sludge loading and container sizing. A draft TM will be developed and submitted, along with conceptual plan drawings, to the City for review and comment. Jacobs will conduct a conceptual design review meeting to review comments and capture any additional questions that should be addressed in the final TM. After review and receipt of comments, Jacobs will incorporate comments and provide a final TM. During the preliminary design phase, Jacobs will also subcontract with a geotechnical firm to perform field investigation for the new facilities. The geotechnical testing scope of work will be finalized once the basin locations have been identified.

Deliverables

Under this subtask, JACOBS will deliver to CLIENT the following items:

- Geotechnical Investigation
- A draft Technical Memorandum outlining the basis of design. Two hard copies and a PDF copy will be submitted.
- Conceptual plans for new facilities. Two hard copies and a PDF copy will be submitted.
- A final Technical Memorandum outlining the basis of design. Two hard copies and a PDF copy will be submitted.

Task 2- Design Development

Following completion of the preliminary design phase, Jacobs will provide design services to develop construction plans and specifications for the solids handling improvements. Jacobs will develop the following submittals and submit to the City for review and comment:

90% Submittal

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

Released for Bid Submittal

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

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

Deliverables

Under this subtask, JACOBS will deliver to CLIENT the following items:

- 90% submittal
- Released for bid submittal

Task 3 – Permitting Assistance

JACOBS will prepare permit Application for a Revision to a Wastewater Facility and submit to FDEP related to the construction of the solids handling improvements. JACOBS will respond to one request for additional information. Permit application fees will be paid by the City.

Deliverables

Under this subtask, JACOBS will deliver to CLIENT the following items:

- Permit applications

Task 4 – Bidding Services

JACOBS will assist with bidding services for the construction of the solids handling improvements. CLIENT will provide electronic copies of the bid documents to prospective bidders, equipment suppliers, or other parties upon request.

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

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

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

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

Deliverables

Under this Task, JACOBS will deliver to the CLIENT the following items:

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

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

Task 5 – Services During Construction

JACOBS will provide limited engineering services during construction for the construction of the solids handling improvements. Items under this task generally include:

- Attendance at preconstruction conference
- Submittal Review
- Pay application review
- Response to requests for information
- Preparation of change orders
- Progress meetings
- Contract closeout documentation
- Preparation of as-built drawings

Site Visits

JACOBS will make visits to the site to attend the preconstruction meeting and monthly construction progress meetings, as well as additional visits at key milestones during construction. The schedule of these site visits is anticipated to be such that it can maximize the purpose of the visit at key points during construction and on an “as-needed” basis. Each site visit will require approximately 6 hours, including travel, field observation and report development. Anticipated site visits include:

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

Final Inspection

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

Assumptions and Specific Conditions

The following assumptions have been taken into consideration in the preparation of this Scope of Services and compensation. These assumptions are based on the project scope, which is to deliver to the CLIENT a completed set of construction documents, contract documents, plans, and specifications of sufficient detail to obtain a reasonably accurate bid for services to construct the proposed improvements and for the Contractor selected to be able to construct the facility and to assist the CLIENT with the monitoring of the construction of the project, and to provide limited post-construction assistance.

Should deviations from these assumptions be required to deliver the services described in this Scope of Services, the scope of work and compensation shall be modified accordingly and approved by the CLIENT in writing prior to executing the changes to the Scope of Services.

- Survey data will be based on as-built information from 2013 WWTP upgrade
- The digesters are based on the prestressed concrete installation method and are intended to match the capacity of the existing digesters.
- The new belt filter press building will be a pre-engineering metal building.
- No new belt filter press feed pumps will be installed.
- The existing WAS pump station will pump flow to the new digesters.
- The City will advertise the project for bidding.

Article C.

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

Table 1 – Preliminary Schedule

Milestone	Completion Time
Notice to Proceed	
Task 1 – Preliminary Design	6 weeks after NTP
Task 2 – Design Development	10 weeks after completion of Task 1
Task 3 – Permitting Submittal	8 weeks after issuance of NTP
Task 5 – Permit Modification Submission	10 weeks after NTP
Task 6 – Release for Bid documents	16 weeks after NTP
Task 6 - Bid Opening	4 weeks after advertisement
Task 6 - Recommendation of Award	1 week after bid opening
Task 7 - Pre-construction conference	8 weeks after Award
Task 7 - Substantial completion	32 weeks after pre-construction conference
Task 7 - Final completion	4 weeks after substantial completion
Task 7 - Project Acceptance	2 weeks after final acceptance

Article D. Compensation

As compensation for providing the services described in Article B. Scope of Services in this task order, the CLIENT shall pay Jacobs, in accordance with Section 5 of the Agreement, on a time and material basis with a not-to-exceed amount of \$315,000. The estimated breakdown of fees is shown in the table 2 below.

Table 1 – Preliminary Schedule

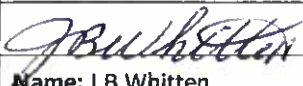
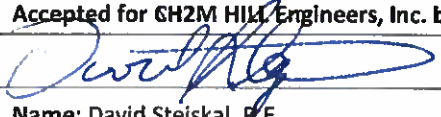
Milestone	Estimated Fee Amount
Task 1 – Preliminary Design	\$68,000
Task 2 – Detailed Design	\$152,000
Task 3 – Permitting Assistance	\$5,000
Task 4 – Bidding Assistance	\$8,000
Task 5 – Services during construction	\$62,000
Geotechnical Allowance	\$20,000
Total	\$315,000

Article E. Authorized Representative

The Authorized Representatives designated below are authorized to act with respect to Task Order 20-02. Communications between the City and Jacobs shall be through the Authorized Representatives:

For the City of Crestview, Florida	For CH2M HILL Engineers, Inc.
Name: Wayne Steele	Name: Scott Jernigan
Address: P.O. Drawer 1209 Crestview, Florida 32536	Address: 25 W. Cedar Street, Suite 350 Pensacola, FL 32502
Telephone: (850) 682-6134	Telephone: (850) 941-7282

Article F. Authorization:

Task Order 20-02 is effective as of _____, 2020	
Accepted for CLIENT by:	Accepted for CH2M HILL Engineers, Inc. by:
	
Name: J.B Whitten	Name: David Stejskal, P.E.
Title: Mayor	Title: Vice-President

AHEBT

Elizabeth M. Ray
City Clerk



Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 4/4/2023
SUBJECT: Approval of minutes from March 27, 2023

BACKGROUND:

Routine approval of prior minutes.

DISCUSSION:

Minutes were disbursed prior to the meeting.

GOALS & OBJECTIVES

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

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

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 minutes of March 27, 2023.

Attachments

1. 03272023 City Council Regular Meeting Minutes Draft

City Council Minutes - DRAFT
March 27, 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, Deputy City Clerk Natasha Peacock, City Attorney Jonathan Holloway and various staff members.

2. Invocation, Pledge of Allegiance

2.1. Reverend John Ferguson of Oak Ridge Assembly of God

The Invocation and Pledge of Allegiance was led by Reverend John Ferguson of Oak Ridge Assembly of God.

3. Open Policy Making and Legislative Session

Mayor JB Whitten established a quorum.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Mr. Blocker to approve the current Agenda as presented. Seconded by Mr. Capps. Roll Call: Mr. Capps, Mr. Blocker, Mr. Rencich, Ms. Brown, Mr. Bullard. All ayes. Motion carried.

5. Presentations and Reports

5.1. Presentation of the City of Crestview Bulldog Award

Mayor JB Whitten presented the Crestview Bulldog Award for January, February and March. This award was presented to three students from Crestview High School.

5.2. Proclamation Declaring the Week of April 23-29, 2023 as National Library Week in Crestview

Mayor JB Whitten read and presented the proclamation of Library Week to the Library.

6. Consent Agenda

Mayor JB Whitten called for action.

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

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

6.1. Approval of CRA Annual Report

6.2. Approval of the Regular Meeting Minutes of March 13, 2023

6.3. CSX Railroad Property Contract Renewal

6.4. Purchase of By-Pass Bridge Pipe

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1919 - James Lee Blvd E Comprehensive Plan Amendment

Planning Administrator N. Schwendt informed the Council that the next two ordinances before them were concerning a future land use and zoning for a property located on East James Lee Blvd. This property was presented at the previous Council meeting. He then presented Ordinance 1919 to the Council.

Planning Administrator N. Schwendt asked the Deputy City Clerk to read the Ordinance.

Deputy City Clerk N. Peacock read Ordinance 1919 by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings Of Fact; Providing For Purpose; Providing For Changing The Future Land Use Designation From Commercial (C) to Residential (R) on Approximately 42.82 Acres, More or Less, In Section 16, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

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

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Joe Blocker to adopt Ordinance 1919 on Second Reading.

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

7.2. Ordinance 1920 - James Lee Blvd E Rezoning

Planning Administrator N. Schwendt presented information for Ordinance 1920 stating that the application requested the single and multifamily density residential dwelling district and that the Planning and Development Board and City Council approval of the request.

Planning Administrator N. Schwendt asked the Deputy City Clerk to read Ordinance 1920. Deputy City Clerk N. Peacock read Ordinance 1920 by Title: Ordinance 1920 An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 42.82 Acres, More or Less, of Real Property, Located In Section 16, Township 3 North,

Range 23 West, From the Commercial Low-Intensity District (C-2) Zoning District to the Single and Multi-Family Density Dwelling District (R-3) Zoning District; Providing For Authority; Providing For The Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

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

Motion by Councilmember Cynthia Brown and seconded by Mayor-Pro-Tem Andrew Rencich to adopt Ordinance 1920 on Second Reading.

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

- 7.3. Ordinance 1921 - Designating the Official Seal of the City of Crestview
City Manager T. Bolduc presented Ordinance 1921 for Second Reading.

City Manager T. Bolduc asked the Deputy City Clerk to read Ordinance 1921 by title.

Deputy City Clerk N. Peacock read Ordinance 1921 by title: An Ordinance by the City Council of the City of Crestview, Florida Designating the Official Seal of the City; Providing For Penalties For Unauthorized Use; Standards For Public Use; Providing For Severability; Providing For Repeal of Ordinances in Conflict; and Providing an Effective Date.

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

Motion by Councilmember Joe Blocker and seconded by Councilmember Doug Capps to adopt Ordinance 1921 on Second Reading.

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

8. Ordinances on First Reading

None were brought forward.

9. Resolutions

None were brought forward.

10. Action Items

10.1. Appointment of Mayor Pro-Tempore

Mayor JB Whitten informed the Council that it was time to select the Mayor Pro-Tem for the year. He then asked for nominations from the Council.

Councilmember Brown nominated Mr. Rencich to hold the position again for 2023.

She noted that he does an exceptional job representing the Mayor and the City at public events.

A brief discussion ensued.

Motion made by Councilmember Brown and seconded by Mr. Bullard to reinstate Mr. Rencich as Mayor Pro-Tem for 2023.

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

10.2. Authorization to Proceed with the Foreclosures of Code Compliance Liens

Police Chief McCosker presented to the Council for approval properties that require foreclosure. He stated that the foreclosure process is the next step for the properties listed. Police Chief McCosker informed Council that since revamping the code enforcement process a few years ago the City has been able to address some of the blighted property issues. The purpose of having code enforcement is to get the property owners in compliance with the building codes and in most cases the property owner takes the necessary steps for correction. Unfortunately, with this request all efforts have been exhausted and these particular property owners are not adhering to the building codes. He then asked for Council approval to direct the City Attorney to begin the foreclosure process.

There was discussion from Council concerning the process of foreclosure.

Mayor Whitten asked if there were any comments from the Public.

Mr. Williams of Williams Ave, Crestview, read a letter in support of the Council foreclosing on the properties especially the property on 650 Shortwell.

Property owner of 690 Shortwell, Crestview addressed Council to support the foreclosure of the property at 650 Shortwell.

Ms. Wanda Hulton of 685 East Williams Ave, Crestview spoke in support of the foreclosure of the property at 650 Shortwell.

Mr. Victor Kolmetz of Crestview spoke in support of the foreclosure of the property at 650 Shortwell.

A citizen of Crestview spoke in support of the foreclosure of the property at 650 Shortwell.

Mr. Tarpley of Crestview spoke in support of the foreclosure of the property at 650 Shortwell.

Property owner of 699 East Williams spoke in support of the foreclosure of property at 650 Shortwell.

Mr. Kenny Siler stated he has property on the foreclosure list. He stated the city should clean the property and charge the individual, instead of taking the property, as stated on the paper that is sent out. He stated that some people have longer than others to clean up their property.

Mayor Whitten called for action.

Motion by Mayor Pro-Tem Rencich to direct the City Attorney to proceed with the foreclosure process per Florida State Statute under the Magistrate's order to allow staff permission to abate these noncompliant properties during foreclosure. Seconded by Councilmember Brown.

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

11. City Clerk Report

11.1. Monthly Update

Deputy City Clerk N. Peacock provided an update.

12. City Manager Report

12.1. Financial Update - Finance Director

Financial Management Analyst W. Buttke informed Council that the January financial statements including the February check register were in the staff report. She then updated them on the new budget software stating all departments are currently inputting their 2024 budgets.

City Manager T. Bolduc informed Council that he would be traveling to testify before a committee in Tallahassee concerning House Bill 6671. He reminded Council that there was an upcoming Strategic Planning meeting on Wednesday where elected officials, department heads, students from the LEAD class, the president of the college and individuals from the public would be in attendance. Mr. Bolduc commented that this meeting is an opportunity to look at what we've accomplished over the last four years and start planning for the next ten years.

13. Comments from the Mayor and Council

13.1. Ground-Mounted Solar Energy Systems Update

City Manager T. Bolduc commented after Council direction, staff reviewed all the comments that were made at the last meeting and have provided a draft ordinance. There was a study conducted and an assessment completed and asked the Council to review it before it is scheduled for the next Council meeting.

A brief discussion ensued.

City Manager T. Bolduc requested consensus from Council to direct staff to move forward.

Council gave consensus for staff to move forward.

Councilmember Capps informed Council that he was approached to provide a waterslide for the May Day celebration at Allen Park. Mr. Capps directed Staff to assist in this matter.

City Manager T. Bolduc stated that the Special Events staff would take care of the matter.

Councilmember R. Bullard voiced his support in how the city is handling the foreclosure process.

Councilmember C. Brown stated that she was also in support of the foreclosure process.

Mayor Pro-Tem A. Rencich spoke about the ribbon cutting at the fire tower, the swearing-in of four new police officers, and added the Special Olympics Torch Run is coming up on Wednesday.

Mayor Whitten mentioned that the library event of “Touch A Truck” was a success and the Triple B was a major success also. He reminded Council of the upcoming Narcan training on the 30th.

14. Comments from the Audience

Mayor Whitten asked if there were any comments from the Public.

A citizen of Crestview spoke in support of foreclosing the property on Shortwell Ave.

Ms. Hulion of 685 E Williams Ave, asked now that Council has approved the foreclosure list what would the timeline look like before residents can see tangible change.

City Attorney Mr. Holloway answered that options would be reviewed short of foreclosure because foreclosure is the longest of the options that are out there.

A citizen of Crestview thanked the Council for their decision on the foreclosure list.

A citizen of Crestview informed the Council of the condition of the property on Shortwell Avenue as it relates to clean-up.

A citizen of Crestview informed Council of the deceased owner of the property on Shortwell as relatives live nearby.

Mr. Hayes, a citizen of Crestview, informed council about the different events that have taken place in the City.

Mr. Brian Lewis representing the Crestview Housing Authority informed Council that

there will be a Town Hall meeting this Saturday at 2 p.m. at Allen Park for citizens to come out and ask questions, and voice concerns about the Housing Authority.

15. Adjournment

Mayor Whitten adjourned the regular City Council meeting at 7:36 p.m.

Minutes approved this __ day of __, 2023.

JB Whitten

Mayor

Natasha Peacock, Deputy City Clerk

On behalf of Maryanne Schrader

City Clerk

Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 4/5/2023
SUBJECT: Ordinance 1918 - Amendment to the Code of Ordinances Chapter 38 - Property Maintenance and Housing Standards

BACKGROUND:

In April of 2021, the City Council adopted Ordinance 1813, repealing and replacing the health and sanitation code. Over the last two years, the Code Enforcement Division has been widely successful in improving the quality of life for Crestview residents by ensuring a minimum standard of housing and property maintenance. During this time period, the compliance officers identified some areas of the code that required clarification.

DISCUSSION:

The proposed ordinance amends Chapter 38 of the Code of Ordinances to provide clarity and address certain areas of the code that were previously left out. The following provides an example of some of the areas which have been amended.

1. Definitions – several of the current definitions in Chapter 38 lack the clarity to assist property owners in understanding what is required. Several of these include the definitions for yards, developed, vegetative state and weeds.
2. Section 38-20 – The changes provide for a clear understanding of the owner's responsibility for properties that are undeveloped and left in a vegetative state.
3. Section 38-64 – Clarified the duties of the Building Official and Fire Marshal as it relates to Code Enforcement and defined "Like Materials."
4. Section 38-65 – Clarified the requirements for skirting under a structure, maintenance requirements for exterior finishes, repair and maintenance of window and door openings, limitations on "boarding windows," clarification on roof maintenance, standards for exterior electrical systems, standards for pool safety, and clarification on fence maintenance.
5. Section 38-66 – Clarification was provided on accessory structures' allowable uses and maintenance requirements.
6. Section 38-69 – Clarification was provided on the maintenance of vacant buildings.
7. Section 38-70 – Clarification was provided on various unsightly conditions to include exterior finishes that are not maintained and temporary covers.

The list provides an overview of the proposed changes. The attached strike-through and underlined copy of the section of the code will provide better clarity on the changes in context with the code in its entirety.

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.

Infrastructure – Satisfy current and future infrastructure needs.

Communication – To engage, inform and educate public and staff.

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

There is no direct financial impact on this item.

RECOMMENDED ACTION

Staff requests a motion to adopt Ordinance 1918 on 2nd Reading.

Attachments

1. Chapter_38 Strikethrough Ord 1918 - 23-0223

ORDINANCE: 1918

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING CHAPTER 38 PROPERTY MAINTENANCE AND HOUSING STANDARDS, OF THE CODE OF ORDINANCES; PROVIDING FOR INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; 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 166.021, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – INTENT. This Ordinance is intended to amend sections of Chapter 38 of the Code of Ordinance Property Maintenance and Housing Standards for the purpose of providing a clear and concise set of regulations to protect the health, safety, and welfare of the citizens of Crestview.

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 – REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

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 10TH DAY OF APRIL 2023.

Approved this ____ day of April 2023.

J. B. Whitten
Mayor

ATTEST

Chapter 38 PROPERTY MAINTENANCE AND HOUSING STANDARDS

ARTICLE I. DEFINITIONS

Sec. 38-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cover- Any device, equipment, container, close-fitting tarpaulin, chain, rope, wire, or line used on vehicles to prevent any part of a vehicle load to shift, blow, leak, fall or escape in any manner from the vehicle.

Developed- Any lot, tract, or parcel which is currently improved or has been improved in the past. Improvements include but are not limited to clearing, development orders, parking lots, building structures, drainage systems and utilities.

Enforcement agency- The City of Crestview Police Department, Code Enforcement Division, and designee.

Front yard-Any yard as described in the City of Crestview Land Development Code.

Graffiti- Any unauthorized writings, drawings, inscriptions, figures or marks of paint, ink, chalk, dye, or other similar substances on public or private buildings, structures, or places, regardless of the content or the nature of materials, not permitted under the City Code and ordinances.

Hazardous trees- A tree is considered hazardous if it has defects, is diseased or is dying, that may cause the tree to fall on the right-of-way, adjacent property resulting in property damage, personal injury, or death.

Litter-Refuse and rubbish, including, but not limited to, paper, bottles, cans, glass, crockery, scrap metals, plastic, rubber, yard trash, tar paper, lumber, masonry, concrete, drywall, packaging and crating materials, tree, and shrub trimmings, leaves and disposable packages and containers.

Nuisance- An unlawful act, or omission of the performance of a duty, or the suffering or permitting any condition or thing to be or to exist, which act, omission, condition, or thing either:

- (1) Injures or endangers the comfort, repose, health, or safety of others;
- (2) Offends decency;
- (3) Is offensive to the senses;
- (4) Unlawfully interferes with, obstructs, or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch, or drainage;
- (5) In any way renders other persons insecure in life or the use of property;
- (6) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others;
- (7) Is declared by ordinance to be a nuisance; or
- (8) Is declared by state law to be a nuisance or public nuisance.

Preserve areas- Vegetative areas required to be preserved by law.

Property owner-The owner of any lot, tract, or parcel as listed in the current Okaloosa County tax records.

Public right-of-way- The paved and unpaved area of a highway, roadway, street or alley, or other such strip of land, reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain, or any other legal means.

Rear yard- Any yard as described in the City of Crestview Land Development Code.

Recreational vehicle- Any vehicle used for recreational purposes such as, over-sized vehicles, travel trailers, camping trailers, motorhomes, private motor coaches, any vehicle designed as temporary living quarters for recreational, camping, or travel use which either has its own mode of power or is mounted on or drawn by another vehicle, van conversions, park trailers, fifth-wheel trailers, and other similar type vehicles.

Salvaging- The controlled removal of valuable or useful material from solid waste for utilization.

Side yard-Any yard as described in the City of Crestview Land Development Code.

Special magistrate A licensed attorney and a member of the Florida Bar appointed by the City Council. The special magistrate has the authority to subpoena witnesses and records, order rulings on violations, assess fines and order liens to be placed upon property.

Storage-The interim containment of litter in an approved manner, such as by use of roll-off containers, wire fencing, wood fencing or other controlled measures, after generation and prior to proper and final disposal.

Unauthorized accumulation- The accumulation of litter on residential or commercial properties in violation of any of the provisions of this division. This shall not include building materials used in constructing or repairing a building or stored for future construction or repairs.

Vegetative State- The state of a lot, tract or parcel in which the property is covered in natural vegetation native to the area.

Weeds- Plants that by reason of abandonment, lack of care or lack of maintenance choke outgrowth, or other plant material in the area. Dead, dying, or unattended plant life, named or unnamed, which is abandoned or overgrown.

Written corrective notice/Notice of Violation- A written statement issued to the violator of any of the provisions of this division, identifying and specifying the violation, the date of issuance, the corrective measures to be taken and the date by which the correction is to be completed.

ARTICLE II. ENFORCEMENT; PENALTIES; ABATEMENT; NUISANCE CORRECTION

Unless stated otherwise, violations of this chapter are punishable as provided for in article II. Imposition of the penalty provided in this section shall not prohibit a court from imposing civil penalties for violations of any of the provisions of this chapter, including, but not limited to, picking up litter or performing other labor commensurate with the offense committed.

Sec. 38-2. Enforcement authority.

The City of Crestview Police Department, and the Code Enforcement division shall enforce this chapter. Police officers are hereby authorized to issue citations, court summonses, to make arrests, and to issue written corrective notices, to persons violating this chapter. Code enforcement officers are hereby authorized to issue written corrective notices and citations, in accordance with this chapter.

Sec. 38-3. Right of entry by city.

The city manager or designee shall have the right to enter upon real property, and shall be immune from prosecution, civil or criminal, for trespassing upon such real property, in the discharge of the duties in removing, terminating, or abating a public nuisance as described in this Code.

Sec. 38-4. Illegal litter prosecution.

Violation of any of the provisions of this chapter shall be initiated by the enforcement agency who witnesses such offense or has sufficient probable cause to believe that such offense has been committed, or who discovers an article of litter bearing the name or address of a person on the property of another, or on any public property. It shall be presumed that any article of litter discovered, is the property of such person whose name or address appears thereon, and that such person placed, or caused to be placed such article of litter on the property of another or public property. This presumption is based on the tenet that all generators of such litter are responsible for such litter until such time as it has been properly disposed of.

Sec. 38-5. Corrective notice, citations, to abate nuisances.

Whenever the code enforcement division, the building official, or any other authorized designee becomes aware of, or finds that any nuisance condition exists, it shall be their duty to immediately give written notice to the owner of the property. The notice shall be mailed by certified mail, by personal service, or by posting such notice on the property, directing such person to remove, terminate and abate such public nuisance within the time specified in the notice, with the time for compliance beginning on the date of the mailing, personal delivery, or posting as the case may be. The written notice shall include a sufficient description to identify the property upon which the public nuisance exists, a description of the public nuisance to be terminated, and a statement notifying the owner that if the property remains in violation after the specified time frame, a citation may be issued, a notice to appear may be issued, a public hearing before the special magistrate may be held, or the city will cause the nuisance to be abated and all costs, fees including administrative costs, and the city shall cause a lien to be placed on the property for all such costs. If the certified mailing is not signed for by the property owner, or if the property is unoccupied, or vacant, then posting of the notice upon the property shall constitute sufficient notice to the owner, and no additional notice shall be required for any action pursuant to this chapter. Citations shall be issued pursuant to chapter 24 of the City of Crestview's Code of Ordinances. All citations, notices, and court summons issued, shall be maintained by the issuing authority for public inspection during normal office hours.

Sec. 38-6. Remedy for noncompliance with corrective notice.

If a person served with a corrective notice fails to comply with the notice within the period stipulated, the council may cause the property to be cleaned up and the nuisance abated. The cost for such cleanup shall be billed and mailed via certified mail to the last known address of such owner. If such bill is not paid within 30 days from the mailing date, the city shall cause a lien to be placed on the property for the amount expended on the nuisance abatement, including administrative costs, which amount shall accrue interest at the applicable prejudgment interest rate until the lien is satisfied. The lien shall contain the authority for the lien imposition; the legal description of the subject real property; the name of each title holder of record as of the date the lien is prepared, according to the records of the county property appraiser; and the amount of the lien itemized as to charges and costs.

Sec. 38-7. City clerk duties.

The city manager shall furnish a copy of the lien to the city clerk who shall, upon receipt of such document:

- (1) Cause a copy of the lien to be entered in a book, which shall be prepared and kept for that purpose by the city clerk. The book shall show the title holder of record, the amount of such cost, the date of completion of the work and a legal description of the property upon which the lien is placed. A certified copy of the lien shall be recorded in the official records of the county; and the original of the lien shall be kept on file as a public record in the office of the city clerk.
- (2) Upon entry of the copy of the lien into the lien book, cause a copy of the lien to be sent by certified mail, return receipt requested, to each title holder of record according to the records of the county property appraiser on the date the notice was mailed.

Sec. 38-8. Finality and priority of lien.

The lien shall be effective and final against the real property upon which the work has been done from the time of entry of the copy of the lien into the lien book. Liens in the lien book shall take priority as of the time of the entry therein. With respect to liens recorded in the official records of Okaloosa County, lien priority shall be based on the time of recording unless otherwise required by applicable statutes.

Sec. 38-9. Payment and enforcement of lien.

Each of the liens provided for in this action may be paid within 90 days after the publication of the notice of assessment and lien without interest. Thereafter, the lien, including administrative costs and the cost of the publication of the notice of assessment and lien, together with interest at the applicable statutory rate for judgment as established in F.S. § 55.03, and the costs of collection, shall be a lien against the property and shall be collected and enforceable in the same manner as is provided by law for the enforcement of other taxes levied upon the property.

Sec. 38-10. Rates and charges.

The city manager or designee shall cause to be prepared a current schedule of rates, charges and costs that may be assessed by the city using its own equipment and personnel for abatement of public nuisances, as provided in this chapter, and shall file such schedule with the city clerk. If no rates are filed, the rates charged shall be consistent with the rates allowed for labor, equipment and materials by FEMA for reimbursement or as charged by a contractor hired by the city.

Sec. 38-11. Judicial proceedings for nuisance abatement.

Whenever, in the judgment of the city manager or designee, it is necessary for the city to obtain the assistance of the courts to remove, terminate or abate a public nuisance, and in all cases in which the person in possession of the property involved has refused the city manager or designee entry upon such property, the city manager or designee shall request that the council commence and maintain all necessary actions in a court of competent jurisdiction to assist the city in carrying out its responsibilities under this chapter. Such actions may encompass any or all the following proceedings:

- (1) An application for an injunction or restraining order, whether temporary or permanent, to prevent a person from maintaining or continuing to maintain any of the conditions declared in this chapter to be public nuisances, or to compel a person to remove, terminate or abate a public nuisance as provided in this chapter or to compel the performance of any act specifically required of a person to remove, terminate, or abate a public nuisance; or
- (2) To empower the city manager or designee to enter upon any property whereon a public nuisance exists or is maintained for the purpose of removing, terminating, or abating such nuisance and to prevent the person in possession of such property from interfering with the city manager or designee while exercising this power in accordance with the court's order.

Sec. 38-12. Judicial proceedings as last resort.

The judicial remedies authorized to be sought by this section are in addition to the power of the city manager to terminate public nuisances granted in this chapter. The manager or designee shall, as much as possible, terminate public nuisances without recourse to the courts.

Sec. 38-13. Contractor as city's agent.

Whenever the city manager has contracted with a private contractor to terminate a public nuisance, as provided in this chapter, the remedies authorized in this chapter to be sought for the city manager or designee and the city may be sought by the city manager or designee on behalf of the private contractor, to the extent that they are necessary to enable the private contractor to terminate the public nuisance.

Sec. 38-14, 38-15. Reserved.

ARTICLE III. DECLARATION OF GENERAL NUISANCE

Sec. 38-16. Purpose.

The purpose of this article is to establish minimum standards for the maintenance, upkeep, and appearance of improved or unimproved premises; to minimize impacts of construction; and to provide a just, equitable and practicable method to preclude:

- (1) Residential and commercial buildings, structures, and premises from causing and/or endangering the life, limb, health, property, safety, or welfare of the public or theirs;
- (2) Diminished property values; or
- (3) Detracting from the appropriate appearance of the residential area, by way of example:

- a. Failure to remove abandoned property, litter, or debris; or
- b. Failure to cut and/or remove the accumulation of weeds, grass, or uncultivated vegetation.

Sec. 38-17. Property nuisances prohibited.

No person shall cause, permit, allow or suffer any of the conditions described in this section to occur or exist upon any lot, tract or parcel of land, improved or unimproved, or in any building thereon, in the city, to an extent and in a manner that such lot, tract or parcel of land or building is or may reasonably become infested with or inhabited by rodents, vermin, reptiles or wild animals, or may furnish a breeding place for mosquitoes, vermin or reptiles, or may threaten or endanger the public health, safety or welfare or where the condition of the unmaintained property will negatively impact the peaceful use or value of surrounding properties. Such conditions are hereby declared to be public nuisances and may be abated as such.

Sec. 38-18. Nuisance conditions.

A public nuisance includes, but is not limited to, the following actions or omissions:

- (1) Failure to maintain property in accordance with the standards set forth in this section or Code in general.
- (2) Accumulation or open storage of trash, debris, garbage, tires, vehicle parts, bottles, paper, cans, rags, dead plants, or trees, dead or decayed animal matter, fruit, vegetables, offal, tools, equipment, lawn and garden products, buckets, containers, appliances, household furniture, bricks, concrete, scrap lumber or any other refuse of any nature.
- (3) Any condition that provides harborage for rats, mice, snakes, other vermin, or pests except on pristine lots and in preserve areas.
- (4) Any building or structure which does not meet the requirements of the Florida Building Code, or this code and is in such a dilapidated condition that it is unfit for human habitation or kept in such a structurally unsafe or unsanitary condition that is a menace to the health of people residing in the vicinity thereof or presents a fire hazard to the vicinity in which it is located.
- (5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises, generators, and activities not germane to the zoning district.
- (6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- (7) Hazardous trees that potentially may fall on adjacent properties or rights-of-way shall be removed.
- (8) Any condition constituting a fire hazard.
- (9) Any worn-out, scrapped, partially dismantled, non-operative, unusable, or discarded materials or objects, such as motor vehicles or parts thereof, building materials, machinery, boats, or part thereof, trailers, or other such items.
- (10) The storage of any vehicle or boat, or parts thereof, without a valid current license plate or other registration certificate, showing said vehicle or part thereof to be titled in the name of the owner or occupier of the property upon which said vehicle or part thereof is located. Failure to have such license or other registration certificate specifically attached to the vehicle or part thereof shall be prima facie evidence that said property is worn-out, scrapped, non-operative, unusable, or discarded, as provided in this chapter.
- (11) Grass, weeds, and uncultivated vegetation: All grasses or weeds, and uncultivated vegetation, shall not exceed 12 inches in height on improved property, including the area between the edge of the pavement in the street and the lot line. Bushes, trees and other landscape ornamentals shall be maintained in a manner that will not create any unsafe or unhealthy conditions. Landscape features shall be maintained to ensure that the growth of such feature does not damage any structure.

Sec. 38-19. Duty of property owner.

It shall be the duty of the owners, or other persons in control of property within the city to maintain their lot, tract or parcel and the abutting right-of-way but not including that area which is paved as roadway consistent with the standards set out in this title.

Sec. 38-20. Duties for developed, undeveloped property.

The owner, or person in charge or control of the property, developed or undeveloped, within the city shall cut down and remove all weeds, grass, and undergrowth on said property when said weeds, grass, or undergrowth exceeds 12 inches in height. Vegetative material growing in the abutting right-of-way shall not exceed 12 inches in height for both developed and undeveloped properties.

Undeveloped properties or those properties that have returned to a vegetative state must be maintained in a manner that will prevent nuisances in this chapter or those of a criminal nature from occurring.

Sec. 38-21. General standards.

- (a) All vacant lots shall be free from potential fire hazards, to include but not be limited to dead trees, loose branches, and palm fronds.
- (b) All vacant lots, including the area between the edge of pavement in the street and the lot line, shall be kept free from dry vegetation, accumulation of weeds, grass, and uncultivated vegetation:
 - (1) Which present a visual blight upon neighborhoods;
 - (2) Which may harbor insect or rodent infestations;
 - (3) Which may likely become a fire hazard;
 - (4) Which result in a condition which may threaten the health and safety or the economic welfare of abutting or adjacent property owners; or
 - (5) All grasses or weeds, and uncultivated vegetation, shall not exceed 12 inches in height on vacant lots including the area between the edge of the pavement in the street and the lot line.
- (c) Motor vehicles are prohibited from parking on or driving across any portion of a vacant lot, except for:
 - (1) Areas designated and approved by the community development services director; and
 - (2) Where the owner of the vacant lot has given written permission to the vehicle owner or operator.

Sec. 38-22. Preserve areas.

In preserve areas all maintenance requirements shall be determined by the department of environmental protection, except that the entire property shall be kept free of trash, debris, and litter.

Sec. 38-23. Landscape materials.

Landscape materials shall be maintained reasonably free of weeds and foreign matter and shall always be kept in reasonably healthy conditions. Landscaping shall be kept in accordance with the approved DO and upon CO. All dead material shall be removed. Hazardous trees that potentially may fall on adjacent properties or rights-of-way shall be removed.

Sec. 38-24—38-29. Reserved.

ARTICLE V. GRAFFITI NUISANCE.

Sec. 38-30. Graffiti nuisance.

It shall be prohibited for any person to write, paint, inscribe, scratch, scrawl, spray, place or draw graffiti of any type on any public or private building, structure or any other real or personal property.

- (1) It shall be prohibited for any person owning property, acting as manager or for the owner of the property, or in possession or control of the property to fail to remove or effectively obscure any graffiti upon any public or private building, structure or any other real or personal property.
- (2) This section shall not be construed to prohibit temporary, easily removable chalk or other water-soluble markings on public or private sidewalks, streets or other paved surfaces which are used in connection with:
 - a. Traditional children's activities such as drawing, creating bases or a playing field for games such as stickball, kickball or handball, hopscotch, and similar activities, and any lawful business or public purpose or activity.
 - b. Any lawful business or public purpose or activity.

ARTICLE VI. CONSTRUCTION SITE MAINTENANCE

Sec. 38-31. Development activity, grading or excavating of land.

Development activity, grading or excavating of land, must receive prior approval before construction activity can proceed.

Sec. 38-32. Construction Waste.

All construction and demolition contractors, and owners shall provide onsite control measures for the storage of loose debris, paper, tar paper, packaging and crating materials and other litter to prevent wind-driven scattering of such materials if the materials are otherwise not properly disposed of daily. All litter tarpaper, packaging and crating materials and similar materials shall be removed within 30 days after the completion of the construction or demolition. In the event of a failure to control construction debris resulting in litter, the enforcement authority may provide a written citation to the master permit holder, property owner or both.

Sec. 38-33. Erosion and sediment control, landscape maintenance, shrubbery, plants, and ground cover.

All premises shall be maintained in a condition to prevent erosion of soil by:

- (1) Landscaping with grass, trees, shrubs, other planted ground cover, silt fencing.
- (2) Such other suitable means as shall be approved by the building official.
- (3) Where landscape plans have been specifically incorporated and approved in a development plan, the landscape areas shall be maintained in a manner equal to the original landscaping approval.
- (4) Failure to maintain erosion and sediment control may result in a written citation to the master permit holder, the property owner, or both.

Sec. 38-34. Draining; re-grading; fill required.

Any lot, tract, or parcel, which shall be unwholesome or unsanitary, have stagnant water standing thereon, or be in such other condition as to be susceptible to producing disease shall be drained, re-graded or filled by the owner in a manner approved by the city.

Sec. 38-35. Clay pits; storm water ponds; caves; depressions.

The owner, lessor, or occupant of any real property in the city wherein there exists any clay pit, storm water ponds, cave, or other depression, so located and of such depth that a child might conceivably be drowned therein when such depression is filled with rainwater or other liquid, shall enclose the depression with a fence of a height of six feet or more, with a vertical mesh spacing not to exceed two inches. The enclosure shall be of such construction as not to be penetrable without the aid of tools or another mechanical device. The existence of any such depression not so protected is hereby declared to be a dangerous and attractive nuisance.

Sec. 38-36—38-40. Reserved.

ARTICLE VII. LITTER CONTROL

Sec. 38-41. Areas to be free of trash and debris.

The property, and right-of-way shall be kept free of trash, debris, and litter. Sidewalks shall be kept free of trash, debris, or litter. Bushes, trees, and other vegetative matter shall not obstruct the public sidewalk or obstruct motorist's vision.

Sec. 38-42. Storage of litter.

- (a) All commercial businesses shall store litter in containers to eliminate wind-driven debris. The number and size of receptacles for each commercial business shall be that number required to maintain a clean, neat, and sanitary premises. Spillage and overflow of litter around containers is a violation.
- (b) Commercial businesses shall provide and maintain litter containers adequate to contain litter generated from such business at its loading and unloading zones.
- (c) Commercial businesses open to the public shall provide and maintain containers adequate to contain litter generated from such business.
- (d) Every person in possession or in control of any place, public or private, where litter is accumulated or generated shall provide and maintain adequate and suitable containers capable of holding such litter until proper final disposal is accomplished.
- (e) Any accumulation of litter in or upon any property, vacant or improved, is deemed a nuisance, and is prohibited. Failure to remove the accumulation by the property owner, tenant, manager, or other person who owns, maintains, or controls any premises or portion thereof, whether improved or unimproved, is a violation.

Sec. 38-43. Unauthorized disposal.

No private property owner, tenant, or occupant shall grant permission to any person to dispose of litter on the property in any manner other than in permitted disposal sites.

Sec. 38-44. Disposal of litter required.

Whoever generates litter in the city shall manage, store, handle, transport and dispose of it in accordance with the provisions of this Code.

No person shall throw, discard, place, drop, or deposit litter in any manner or amount in or upon any public property, private property, highway, street, right-of-way, or body of water within the limits of the city, except in such containers specifically provided and designated for the disposal of litter, is a violation. Litter strewn by a pedestrian except at approved and permitted disposal sites is a violation. Litter ejected or discarded from a motor vehicle except at approved and permitted disposal sites is a violation.

Sec. 38-45. Materials, objects blown from vehicles.

An owner, or driver of a vehicle, from which any materials or objects have fallen, blown, leaked, sifted, or otherwise escaped, shall immediately cause the materials or objects on public property or private property to be cleaned up and shall pay any costs.

Sec. 38-46. Litter at commercial, public establishments.

The owners and operators of commercial establishments shall store their litter in a controlled manner to eliminate wind-driven debris and litter in and about their establishments, to include but not be limited to the following requirements:

- (1) The number and size of containers necessary for each commercial establishment shall be required to control all waste generated on the premises.
- (2) Spillage and overflow around containers shall immediately be cleaned up by the generator thereof as it occurs.
- (3) All commercial establishments shall provide adequate receptacles in the loading and unloading areas to store loose debris, paper, cardboard, packaging materials and similar materials.
- (4) Every person owning or operating a public establishment, or public place, shall have adequate receptacles available to contain litter generated.
- (5) Every person in possession, in charge of, or in control of any place, public or private, where litter is accumulated or generated, shall always maintain litter in adequate and suitable receptacles and/or containers capable of holding such materials until proper final disposal is accomplished.
- (6) No person shall keep an accumulation of litter on any property, vacant or occupied, on any premises, public street, alley, public or private.

Sec. 38-47. Responsibility for surrounding areas.

Each operator owner, or operator of any business, industry, or institution, private or public, profit or nonprofit, shall keep the adjacent and surrounding areas clean of wind-driven litter generated from such business, industry, or institution. These areas include public property, roads, rights-of-way, grounds, parking lots, loading, and unloading areas and vacant lots owned or leased by such business, industry, or institution.

Sec. 38-48. Property exteriors.

- (a) Property exteriors shall be free of trash, litter, debris, packing boxes, lumber, construction material, solid waste, horticulture debris, salvage materials, appliances, machinery, equipment, and any furniture, excluding furniture specifically designed for outdoor use. Failure to maintain the premises in a clean, safe, and sanitary condition is a violation. The owner and operator shall keep that part of the exterior property subject to its control or occupancy in a clean and sanitary condition.
- (b) No owner, operator, or tenant shall maintain premises, private or open to the public, upon which litter is permitted, caused, allowed or existing in any manner as to be a sanitary nuisance.

Sec. 38-49—38-54. Reserved.

ARTICLE VIII. VEHICLE STORAGE

Sec. 38-55. Outside storage of recreational vehicles.

- (a) Recreational vehicles shall not be lived in, slept in, or otherwise used as a residence or for residential or commercial purposes to include storage, except as provided in section 38-56, Temporary use of recreational vehicles.
- (b) Recreational vehicles shall not be connected to any water or sanitary sewer line, or utility apparatus, except as provided in section 38-56, Temporary use of recreational vehicles.
- (c) One recreational vehicle may be stored on a parcel in a single-family dwelling district zoning, provided such recreational vehicle shall:
 - (1) Any electrical service connection to a recreational vehicle shall be done in a lawful, safe, and secure manner in accordance with the manufacturer's specifications and applicable Florida Building Code.

Sec. 38-56. Temporary use of recreational vehicles.

- (a) The parcel must be located within the single-family dwelling district zoning.
- (b) Prior to the occupancy of a recreational vehicle, a temporary use permit, which allows the recreational vehicle to be temporarily used in a residential capacity, must be obtained from the City of Crestview Building and Inspection Department.
- (c) The temporary use permit is valid for 180 consecutive days, however, if the continuation of the construction elements is necessary for the structure to return to acceptable condition and there is a valid, open building permit for the construction activities, the temporary use of the vehicle may be continued via new permit or an extension of permit for an extension period of 90 days.
- (d) The recreational vehicle shall be fully licensed and ready for highway use.
- (e) Any electrical service connection to a recreational vehicle shall be done in a lawful, safe, and secure manner in accordance with the manufacturer's specifications and applicable Florida Building Code.
- (f) Any potable water connection to a recreational vehicle must be completed under the regulations and inspection of the city's building inspections division and must have the required backflow protection device installed prior to use.
- (g) Recreational vehicles must be pumped out by a Florida licensed and bonded wastewater hauler or taken to a fully licensed wastewater receiving station. Under no circumstance, shall connection be made to any sanitary sewer service or any disposal of wastewater be disposed of in a manner inconsistent with this Code of Ordinances and Florida law.
- (h) The provisions of this section are not intended to, nor shall they be interpreted as in any way preempting the requirements of any private agreement and/or covenant.

Sec. 38-57. Recreational vehicle placement.

Recreational vehicles may be placed in the side and rear yards. Recreational vehicles are prohibited from being placed in the front yard.

Sec. 38-58—38-63. Reserved.

ARTICLE IX. PROPERTY MAINTENANCE

Sec. 38-64. General provisions.

All premises shall be maintained in compliance with the standards in this section.

- (a) *Maintenance.* Equipment, systems, devices, and safeguards required by this chapter or a prior code under which the structure or premises was constructed, altered, or repaired shall be maintained in good working order. The requirements of this chapter are not intended to provide the basis for removal or abrogation of fire protection or safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures, and premises.
- (b) *Existing remedies.* The provisions in this chapter shall not be construed to abolish or impair other remedies of any local, state or federal jurisdiction or its officers or agencies relating to the removal or demolition of any structure.
- (c) *Requirements not covered by this chapter.* The building official or Fire Marshal may determine additional requirements necessary for the strength, stability or proper operation and general conditions acceptable for an existing fixture, structure or equipment not specifically covered by this chapter in accordance with their prescribed authority.
- (d) *Like Materials- Like materials shall be defined as the original product. When the original product is no longer available may be defined as a material of a similar design, appearance, construction and installation.*
- (e) *Compliance.* It shall be the duty of every owner and operator of improved or unimproved property within the city to comply with the requirements set forth in this chapter. No permit or certificate of occupancy shall be issued unless there is

compliance with all applicable sections of this chapter. No premises or building, or combination, shall be used in a manner inconsistent with or in conflict with the requirements of this chapter or as allowed in the Land Development Code.

- (f) *Conflict with other codes.* The provisions of this chapter shall apply to all buildings, structures or premises in existence or built within the city limits or annexed therein. Where the provisions of this chapter impose a standard different than that set forth in any other ordinance of the city or under the laws of the state, the most restrictive standard shall prevail.
- (g) *Building permits.* Prior to commencing work to correct a violation as described in section 38-65 below, a building permit, or approval from the building official is required. Failure to obtain a building permit is punishable by F.S. ch. 553.

Sec. 38-65. Standards for improved property.

- (a) *Foundation.* The building foundation system shall be adequately maintained and capable of supporting the load for which it was designed.
- (b) Wood supports shall be sound and free from insect infestation and rot.
- (c) Metal supports and connections shall be free from rust and the equivalent of new supports.
- (d) Skirting shall be maintained free from broken or missing sections, pieces, or cross members. Skirting shall be securely attached and sized from the ground to the lower outside perimeter of the structure. Skirting material must comply with the standards provided in the Land Development Code.
- (e) *Exterior walls.* Exterior walls of buildings shall be:
 - (1) Maintained free from holes, breaks, and loose or rotting materials; and
 - (2) Maintained, weatherproofed and surfaces properly coated as needed to prevent deterioration. Exterior finishes must be of material designed for such purposes and installed in accordance with the manufacture's specifications. For repairs, like materials must be used. Decorative features such as cornices, belt courses, corbels, trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage.
 - (3) Any graffiti shall be removed or repainted to match existing surfaces.
- (f) *Windows.*
 - (1) Every window shall be maintained in sound working condition and good repair to be substantially weather-tight and rodent-proof.
 - (2) Openings originally designed as windows shall be maintained as windows unless approved by the building official for enclosure. Prior to the enclosure of the any window, a building permit must be obtained providing for the final product to be used in this action. The permit shall ensure that the enclosure of a window is by a material that is designed for the purpose of exterior finish and is consistent with the remainder of the structure.
 - (3) In the event of an emergency, when the boarding of an opening must be used, it shall be of trim fit, sealed to prevent water intrusion, and painted or stained to conform to the other exterior portions of the building. The boarding shall not remain for a period of more than 90 days from the date of the Notice of Violation. When an act of God, such as a hurricane or tornado, the city manager may extend the time as needed.
- (g) *Shutters.* All shutters shall be maintained in good repair and securely attached to a structure. Peeling paint or preservatives is prohibited.
- (h) *Exterior doors.* Every exterior door and hatchway or garage door shall be kept in sound working condition and good repair.
- (i) *Exterior doorframes and storefronts.* Exterior doorframes and storefronts shall be maintained in good condition. All moldings shall be securely attached to the structure and maintained in good condition without splitting or deterioration.
- (j) *Exterior surface treatment.* All exterior surfaces, including by way of example and not limitation, doors and window frames, cornices, porches, decks, trim, balconies, fences, and docks, shall be maintained in good condition. Exterior surfaces shall be protected from the elements and decay by painting or other protective treatment applied in accordance with the manufacturer's instructions. Peeling paint is prohibited and surfaces shall be repainted. All metal surfaces shall be coated to inhibit rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated.
- (k) *Structural supports.* Every structural element of a dwelling shall be maintained in a structurally sound condition and shall not show evidence of deterioration that would make it incapable of carrying normal loads.

- (l) *Porches and balconies.* All exterior porches, balconies, stairs, and fire escapes shall include banisters or railings properly designed and maintained to minimize the hazard of falling and installed to withstand the loads for which they were designed. All exterior porches, landings, balconies, stairs, and fire escapes shall be kept structurally sound, in good repair, free from defects and maintained for the purpose for which they were designed. Paint and other finishes shall be in good condition.
- (m) *Stairs.* All stairs shall be maintained safe and free from tripping hazards. Treads shall be sound, without broken or chipped edges. Wooden stairs shall be free from decay or substantial wear that could cause a tripping hazard or have an unsightly appearance. Handrails and guardrails shall be maintained to withstand the loads they were designed for or as prescribed by the Florida Building Code.
- (n) *Roofs.* Roofs shall be maintained in a structurally sound and safe manner, free of holes, missing roof material and without leaks. Roofs shall be repaired using like materials to existing materials.
- (o) *Gutters and downspouts.* Gutters and downspouts shall be maintained in good repair, and securely installed. Water run-off shall be contained on the property and shall not run-off onto adjacent properties. Commercial gutters existing must be maintained in accordance with the initial design or building permit and cannot be removed.
- (p) *Chimneys, flues, and vent attachments.* Chimneys, flues, and vent attachments shall be maintained in a structurally sound manner, free from defects to capably perform the functions for which they were designed.
- (q) *Overhang extensions.* All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored to remain in sound condition. All exposed surfaces of metal or wood shall be protected from the elements, decay, or rust. For properties located in the downtown overlay district, any commercial awning in disrepair must be repaired to original condition. Awnings in this district may not be removed but must be repaired. In the event the original material cannot be located, the property owner must obtain a permit and replace with a similar product.
- (r) *Insect screens.* All windows and other outside openings required for ventilation of food preparation areas, food service areas, or any areas where products utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per 25 mm. Every swinging door shall have a self-closing device in good working condition.
- (s) *Accessory structures.* Garages, storage buildings and all other accessory structures shall be maintained and kept in good repair and sound structural condition per section 38-66.
- (t) *Swimming pools.* No person owning, operating, or having possession of any property within the city shall allow the accumulation of stagnant water. All swimming pools, spas, architectural pools, ponds, or bodies of water shall be properly maintained so as not to create a safety hazard or harbor insect infestation. Water shall not be allowed to stagnate or to become polluted. Pools and spas shall be kept in working order, and the water quality shall be such that it does not create a breeding ground for mosquitoes or other insects. Roofs or other structures, or improvements designed for the retention of water are exempt from this section but shall be subject to the design capabilities of a said roof, structure, or improvement or other governing codes. All swimming pools, spas, architectural pools, manmade ponds shall be provided with a pool safety feature such as a barrier to prevent anyone from accidentally obtaining access into the pool. Such barriers must comply with the Residential Swimming Pool Safety Act.
- (u) *Rodent harborage.* All structures and exterior premises shall be kept free from rodent harborage and infestation. Where rodents are found, the owner shall promptly exterminate rodents through a process which will not be injurious to human health.
- (v) *Electrical Systems.* All Electrical systems shall be maintained in a safe and operating manner to include but not be limited by:
 - (1) *Exterior lighting shall be installed in accordance with the manufacture's specifications and shall not shine into the eyes of drivers of vehicles or pedestrians which could impair safe traverse.*
 - (2) *Exterior lighting systems shall be shielded and aimed at the owner's premises, or sidewalk and street abutting the premises.*
 - (3) *All exterior wiring shall be installed in accordance with the manufacturer's specifications and all applicable codes. Exterior wiring systems shall be of materials designed for this purpose and maintained in working order.*
 - (4) *All electrical systems shall be maintained in full operating condition or removed.*
- (w) *Fences and walls.* Fences and walls shall be maintained in a safe and structurally sound condition, in good repair with a material designed for this purpose. Fences shall be free from loose or rotting materials. Metal fencing shall be free from rust or deterioration. Fences shall comply with the standards for fencing as provided in the Land Development Code.

- (x) *Floors, interior walls, and ceilings.* All floors, interior walls and ceilings of every structure shall be maintained in a structurally sound manner and in a condition consistent with its use.

Sec. 38-66. Accessory structures.

Garages, storage buildings and all other accessory structures shall be

1. Used for the purposes allowed by the Land Development Code
2. Maintained in good repair and sound structural condition. Structures attached or unattached, to the principal structure, which are found in disrepair, shall be repaired or demolished within the timeframe set within the Notice of Violation. Maintenance of accessory structures shall comply with the following:
 - (1) The exterior of the building and premises to include but not limited to parking areas and landscaped areas shall be maintained in a sound, clean and neat condition.
 - (2) Signs shall be maintained in good condition. Where the sign structure remains, the sign faces are to be replaced with blank panels (permit required). The design and color are subject to the standards of the Land Development Code.
 - (3) All advertising structures, awnings and accompanying supporting members shall be maintained in good repair and shall not constitute a nuisance or safety hazard. Advertising structures or awnings not properly maintained in accordance with this subsection shall be removed. Awnings or marquees made of cloth, plastic or a similar material shall not show evidence of tearing, ripping or holes. Upon removal of an advertising structure, such as a sign, all supporting members shall be removed. Awnings must be repaired or replaced to original condition. Where supporting members have been left from sign removal prior to adoption of the ordinance from which this chapter is derived, such supporting members shall be removed within three months of the effective date of such ordinance. Nothing in this subsection shall be construed to authorize any encroachments on streets, sidewalks, or other parts of the public right-of-way.
 - (4) Where parking areas are to be barricaded to prohibit vehicular travel, it shall be accomplished by installation of parking bumpers pinned to the pavement.

Sec. 38-67. Responsibilities of owner and operator.

It shall be the duty and responsibility of the operator and the owner to ensure compliance with the following:

- (1) All parts of the premises under the control of the owner or operator shall be maintained in a safe and sanitary condition consistent with the business use.
- (2) The owner or operator shall not perform any acts:
 - a. Which render other parts of the premises unsafe or unsanitary;
 - b. Which obstruct any adjacent owner or operator from performing any duty required or maintaining the premises in a safe and sanitary condition.
- (3) Every owner or operator shall eliminate infestation of rodents or insects in and on the premises subject to the owner's or operator's control.
- (4) Every owner or operator shall maintain all plumbing fixtures in a safe and sanitary condition.
- (5) Upon learning of a defect or inoperable status of any facility, utility or equipment required under this chapter, which is the owner's responsibility, the operator shall provide written notice to the owner.

Sec. 38-68. General maintenance.

- (a) *Nuisances and hazards.* Premises shall be maintained free of nuisances and any hazards to the safety of the customers or persons utilizing the premises or to pedestrians passing by.
- (b) *Walls exposed because of demolition.* Where a wall of a building is exposed because of demolition, the owner of the building shall have the wall with its doors, windows, vents, or other similar openings closed with material of the type composing the wall. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stucco or bricked, and weatherproofed, if necessary, based on construction material, to prevent deterioration of the wall.

- (c) *Storage of flammable or combustible materials.* There shall be no storage or accumulation of flammable or combustible liquids or other materials on the premises and only in such quantities prescribed by the regulations.
- (d) *Abandoned curb cuts.* Where curb cuts are abandoned due to new construction or change of access by the owner, the curb cut shall be closed and replaced in accordance with the requirements of the land development code, curb, and gutter design to match original.
- (e) *Sidewalks or curbs damaged by delivery vehicles.* Damage to public sidewalks or curb and gutter located in the public right-of-way shall be repaired or replaced by the owner at no expense to the city when such damage is caused by vehicles making deliveries to the commercial premises.

Sec. 38-69. Applicability of standards to vacant buildings; securing vacant buildings.

The provisions of this chapter that apply to the exterior premises include vacant structures. Vacant structures are not required to comply with the interior requirements of this chapter. All vacant structures shall be secured to prevent the entry of unauthorized persons or the formation of nuisance conditions. Securing a vacant structure may include boarding of the building to comply with Section 38-65 (f), for a limited time not to exceed 90 days from the Notice of Violation at which time the openings must be returned to full operating condition.

(Ord. No. 1813 , § 2, 4-26-21)

Sec. 38-70. Unsightly conditions.

The following conditions are hereby deemed to be unsightly conditions and are prohibited. The following conditions are prohibited on any premises in the city:

- (1) Structures that are:
 - a. Partially destroyed;
 - b. Left in a state of disrepair; or
 - c. Left in a state of partial construction beyond the valid timeframe of the permit.
- (2) Abandoned or broken equipment; broken or discarded furniture and household appliances in visible yard areas.
- (3) Building exteriors in a condition of deterioration or disrepair such that the condition causes measurable diminution of surrounding property values.
- (4) Garbage and trash containers stored in a manner visible from the street.
- (5) Exterior finishes that are not maintained to prevent the buildup of dirt, grime, algae and other such substances.
- (6) Temporary covers made of tarps or other similar materials visible from the public right-of-way to include free standing structures, piles of debris or other items, or attached to permanent buildings, fences, or other structures.
- (7) Tarps or other like materials used to cover a vehicle, boat or RV which are not fitted and designed for this purpose or are in disrepair.

Chapter 38 PROPERTY MAINTENANCE AND HOUSING STANDARDS

ARTICLE I. DEFINITIONS

Sec. 38-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cover ~~means a~~ Any device, equipment, container, close-fitting tarpaulin, chain, rope, wire, or line used on vehicles to prevent any part of a vehicle load to shift, blow, leak, fall or escape in any manner from the vehicle.

Developed ~~means A~~ any lot, tract, or parcel which is currently improved or has been improved in the past. Improvements include but are not limited to clearing, development orders, parking lots, building structures, drainage systems and utilities. ~~currently has a structure or structures upon said property or an approved parking lot which meets the requirements of this Code.~~

Enforcement agency ~~means: t~~ The City of Crestview Police Department, Code Enforcement Division, and designee.

Front yard ~~means Any lot line that abuts a public right-of-way, pursuant to~~ yard as described in the City of Crestview Land Development Code.

Graffiti ~~means Any~~ unauthorized writings, drawings, inscriptions, figures or marks of paint, ink, chalk, dye, or other similar substances on public or private buildings, structures, or places, regardless of the content or the nature of materials, not permitted under the City Code and ordinances.

Hazardous trees ~~means a~~ A tree is considered hazardous if it has defects, is diseased or is dying, that may cause the tree to fall on the right-of-way, adjacent property resulting in property damage, personal injury, or death.

Litter ~~means refuse~~ Refuse and rubbish, including, but not limited to, paper, bottles, cans, glass, crockery, scrap metals, plastic, rubber, yard trash, tar paper, lumber, masonry, concrete, drywall, packaging and crating materials, tree, and shrub trimmings, leaves and disposable packages and containers.

Nuisance ~~means: a~~ An unlawful act, or omission of the performance of a duty, or the suffering or permitting any condition or thing to be or to exist, which act, omission, condition, or thing either:

- (1) Injures or endangers the comfort, repose, health, or safety of others;
- (2) Offends decency;
- (3) Is offensive to the senses;
- (4) Unlawfully interferes with, obstructs, or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch, or drainage;
- (5) In any way renders other persons insecure in life or the use of property;
- (6) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others;
- (7) Is declared by ordinance to be a nuisance; or
- (8) Is declared by state law to be a nuisance or public nuisance.

Preserve areas ~~means v~~ Vegetative areas required to be preserved by law.

Property owner ~~means~~ the owner of any lot, tract, or parcel as listed in the current Okaloosa County tax records.

Public right-of-way ~~means~~ the paved and unpaved area of a highway, roadway, street or alley, or other such strip of land, reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain, or any other legal means.

Rear yard ~~means~~ Any lot line that is not a front or side lot line ~~yard as described in~~ pursuant to the City of Crestview Land Development Code.

Recreational vehicle ~~means~~ Any vehicle used for recreational purposes such as, over-sized vehicles, travel trailers, camping trailers, motorhomes, private motor coaches, any vehicle designed as temporary living quarters for recreational, camping, or travel use which either has its own mode of power or is mounted on or drawn by another vehicle, van conversions, park trailers, fifth-wheel trailers, and other similar type vehicles.

Salvaging ~~means~~ the controlled removal of valuable or useful material from solid waste for utilization.

Side yard ~~means~~ Any lot line that intersects a front lot line, pursuant to ~~yard as described in~~ the City of Crestview Land Development Code.

Special magistrate ~~means the special magistrate is a~~ a licensed attorney and a member of the Florida Bar appointed by the City Council. The special magistrate has the authority to subpoena witnesses and records, order rulings on violations, assess fines and order liens to be placed upon property.

Storage ~~means~~ the interim containment of litter in an approved manner, such as by use of roll-off containers, wire fencing, wood fencing or other controlled measures, after generation and prior to proper and final disposal.

Unauthorized accumulation ~~means~~ the accumulation of litter on residential or commercial properties in violation of any of the provisions of this division. This shall not include building materials used in constructing or repairing a building or stored for future construction or repairs.

Vegetative State- The state of a lot, tract or parcel in which the property is covered in natural vegetation native to the area.

Weeds ~~means~~ plants that by reason of abandonment, lack of care or lack of maintenance choke outgrowth, or other plant material in the area. Dead, dying, or unattended plant life, named or unnamed, which is abandoned or overgrown to a height more than 12 inches in height shall, for the purpose of this code, be defined as a weed unless it is pristine.

Written corrective notice /Notice of Violation- ~~means a~~ a written statement issued to the violator of any of the provisions of this division, ~~or an~~ identifying and specifying the violation, the date of issuance, the corrective measures to be taken and the date by which the correction is to be completed.

ARTICLE II. ENFORCEMENT; PENALTIES; ABATEMENT; NUISANCE CORRECTION

Unless stated otherwise, violations of this chapter are punishable as provided for in article II. Imposition of the penalty provided in this section shall not prohibit a court from imposing civil penalties for violations of any of the provisions of this chapter, including, but not limited to, picking up litter or performing other labor commensurate with the offense committed.

Sec. 38-2. Enforcement authority.

The City of Crestview Police Department, and the ~~C~~code Eenforcement division shall enforce this chapter. Police officers are hereby authorized to issue citations, court summonses, to make arrests, and to issue written corrective notices, to persons violating this chapter. Code enforcement officers are hereby authorized to issue written corrective notices and citations, in accordance with this chapter.

Sec. 38-3. Right of entry by city.

The city manager or designee shall have the right to enter upon real property, and shall be immune from prosecution, civil or criminal, for trespassing upon such real property, in the discharge of the duties in removing, terminating, or abating a public nuisance as described in this Code.

Sec. 38-4. Illegal litter prosecution.

Violation of any of the provisions of this chapter shall be initiated by the enforcement agency who witnesses such offense or has sufficient probable cause to believe that such offense has been committed, or who discovers an article of litter bearing the name or address of a person on the property of another, or on any public property. It shall be presumed that any article of litter discovered, is the property of such person whose name or address appears thereon, and that such person placed, or caused to be placed such article of litter on the property of another or public property. This presumption is based on the tenet that all generators of such litter are responsible for such litter until such time as it has been properly disposed of.

Sec. 38-5. Corrective notice, citations, to abate nuisances.

Whenever the code enforcement division, the building official, or any other authorized designee becomes aware of, or finds that any nuisance condition exists, it shall be their duty to immediately give written notice to the owner of the property. The notice shall be mailed by certified mail, by personal service, or by posting such notice on the property, directing such person to remove, terminate and abate such public nuisance within the time specified in the notice, with the time for compliance beginning on the date of the mailing, personal delivery, or posting as the case may be. The written notice shall include a sufficient description to identify the property upon which the public nuisance exists, a description of the public nuisance to be terminated, and a statement notifying the owner that if the property remains in violation after the specified time frame, a citation may be issued, a notice to appear may be issued, a public hearing before the special magistrate may be held, or the city will cause the nuisance to be abated and all costs, fees including administrative costs, and the city shall cause a lien to be placed on the property for all such costs. If the certified mailing is not signed for by the property owner, or if the property is unoccupied, or vacant, then posting of the notice upon the property shall constitute sufficient notice to the owner, and no additional notice shall be required for any action pursuant to this chapter. Citations shall be issued pursuant to chapter 24 of the City of Crestview's Code of Ordinances. All citations, notices, and court summons issued, shall be maintained by the issuing authority for public inspection during normal office hours.

Sec. 38-6. Remedy for noncompliance with corrective notice.

If a person served with a corrective notice fails to comply with the notice within the period stipulated, the council may cause the property to be cleaned up and the nuisance abated. The cost for such cleanup shall be billed and mailed via certified mail to the last known address of such owner. If such bill is not paid within 30 days from the mailing date, the city shall cause a lien to be placed on the property for the amount expended on the nuisance abatement, including administrative costs, which amount shall accrue interest at the applicable prejudgment interest rate until the lien is satisfied. The lien shall contain the authority for the lien imposition; the legal description of the subject real property; the name of each title holder of record as of the date the lien is prepared, according to the records of the county property appraiser; and the amount of the lien itemized as to charges and costs.

Sec. 38-7. City clerk duties.

The city manager shall furnish a copy of the lien to the city clerk who shall, upon receipt of such document:

- (1) Cause a copy of the lien to be entered in a book, which shall be prepared and kept for that purpose by the city clerk. The book shall show the title holder of record, the amount of such cost, the date of

completion of the work and a legal description of the property upon which the lien is placed. A certified copy of the lien shall be recorded in the official records of the county; and the original of the lien shall be kept on file as a public record in the office of the city clerk.

- (2) Upon entry of the copy of the lien into the lien book, cause a copy of the lien to be sent by certified mail, return receipt requested, to each title holder of record according to the records of the county property appraiser on the date the notice was mailed.

Sec. 38-8. Finality and priority of lien.

The lien shall be effective and final against the real property upon which the work has been done from the time of entry of the copy of the lien into the lien book. Liens in the lien book shall take priority as of the time of the entry therein. With respect to liens recoded in the official records of Okaloosa County, lien priority shall be based on the time of recording unless otherwise required by applicable statutes.

Sec. 38-9. Payment and enforcement of lien.

Each of the liens provided for in this action may be paid within 90 days after the publication of the notice of assessment and lien without interest. Thereafter, the lien, including administrative costs and the cost of the publication of the notice of assessment and lien, together with interest at the applicable statutory rate for judgment as established in F.S. § 55.03, and the costs of collection, shall be a lien against the property and shall be collected and enforceable in the same manner as is provided by law for the enforcement of other taxes levied upon the property.

Sec. 38-10. Rates and charges.

The city manager or designee shall cause to be prepared a current schedule of rates, charges and costs that may be assessed by the city using its own equipment and personnel for abatement of public nuisances, as provided in this chapter, and shall file such schedule with the city clerk. If no rates are filed, the rates charged shall be consistent with the rates allowed for labor, equipment and materials by FEMA for reimbursement or as charged by a contractor hired by the city.

Sec. 38-11. Judicial proceedings for nuisance abatement.

Whenever, in the judgment of the city manager or designee, it is necessary for the city to obtain the assistance of the courts to remove, terminate or abate a public nuisance, and in all cases in which the person in possession of the property involved has refused the city manager or designee entry upon such property, the city manager or designee shall request that the council commence and maintain all necessary actions in a court of competent jurisdiction to assist the city in carrying out its responsibilities under this chapter. Such actions may encompass any or all the following proceedings:

- (1) An application for an injunction or restraining order, whether temporary or permanent, to prevent a person from maintaining or continuing to maintain any of the conditions declared in this chapter to be public nuisances, or to compel a person to remove, terminate or abate a public nuisance as provided in this chapter or to compel the performance of any act specifically required of a person to remove, terminate, or abate a public nuisance; or
- (2) To empower the city manager or designee to enter upon any property whereon a public nuisance exists or is maintained for the purpose of removing, terminating, or abating such nuisance and to prevent the person in possession of such property from interfering with the city manager or designee while exercising this power in accordance with the court's order.

Sec. 38-12. Judicial proceedings as last resort.

The judicial remedies authorized to be sought by this section are in addition to the power of the city manager to terminate public nuisances granted in this chapter. The manager or designee shall, as much as possible, terminate public nuisances without recourse to the courts.

Sec. 38-13. Contractor as city's agent.

Whenever the city manager has contracted with a private contractor to terminate a public nuisance, as provided in this chapter, the remedies authorized in this chapter to be sought for the city manager or designee and the city may be sought by the city manager or designee on behalf of the private contractor, to the extent that they are necessary to enable the private contractor to terminate the public nuisance.

Sec. 38-14, 38-15. Reserved.***ARTICLE III. DECLARATION OF GENERAL NUISANCE*****Sec. 38-16. Purpose.**

The purpose of this article is to establish minimum standards for the maintenance, upkeep, and appearance of improved or unimproved premises; to minimize impacts of construction; and to provide a just, equitable and practicable method to preclude:

- (1) Residential and commercial buildings, structures, and premises from causing and/or endangering the life, limb, health, property, safety, or welfare of the public or theirs;
- (2) Diminished property values; or
- (3) Detracting from the appropriate appearance of the residential area, by way of example:
 - a. Failure to remove abandoned property, litter, or debris; or
 - b. Failure to cut and/or remove the accumulation of weeds, grass, or uncultivated vegetation.

Sec. 38-17. Property nuisances prohibited.

No person shall cause, permit, allow or suffer any of the conditions described in this section to occur or exist upon any lot, tract or parcel of land, improved or unimproved, or in any building thereon, in the city, to an extent and in a manner that such lot, tract or parcel of land or building is or may reasonably become infested with or inhabited by rodents, vermin, reptiles or wild animals, or may furnish a breeding place for mosquitoes, vermin or reptiles, or may threaten or endanger the public health, safety or welfare or where the condition of the unmaintained property will negatively impact the peaceful use or value of surrounding properties. Such conditions are hereby declared to be public nuisances and may be abated as such.

Sec. 38-18. Nuisance conditions.

A public nuisance includes, but is not limited to, the following actions or omissions:

- (1) Failure to maintain property in accordance with the standards set forth in this section or Code in general.
- (2) Accumulation or open storage of trash, debris, garbage, tires, vehicle parts, bottles, paper, cans, rags, dead plants, or trees, dead or decayed animal matter, fruit, vegetables, offal, tools, equipment, lawn

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- and garden products, buckets, containers, appliances, household furniture, bricks, concrete, scrap lumber or any other refuse of any nature.
- (3) Any condition that provides harborage for rats, mice, snakes, other vermin, or pests except on pristine lots and in preserve areas.
 - (4) Any building or structure which does not meet the requirements of the [Florida Building Code, or this Code](#) and is in such a dilapidated condition that it is unfit for human habitation or kept in such a structurally unsafe or unsanitary condition that is a menace to the health of people residing in the vicinity thereof or presents a fire hazard to the vicinity in which it is located.
 - (5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises, generators, and activities not germane to the zoning district.
 - (6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
 - (7) Hazardous trees that potentially may fall on adjacent properties or rights-of-way shall be removed.
 - (8) Any condition constituting a fire hazard.
 - (9) Any worn-out, scrapped, partially dismantled, non-operative, unusable, or discarded materials or objects, such as motor vehicles or parts thereof, building materials, machinery, boats, or part thereof, trailers, or other such items.
 - (10) The storage of any vehicle or boat, or parts thereof, without a valid current license plate or other registration certificate, showing said vehicle or part thereof to be titled in the name of the owner or occupier of the property upon which said vehicle or part thereof is located. Failure to have such license or other registration certificate specifically attached to the vehicle or part thereof shall be prima facie evidence that said property is worn-out, scrapped, non-operative, unusable, or discarded, as provided in this chapter.
 - (11) Grass, weeds, and uncultivated vegetation: All grasses or weeds, and uncultivated vegetation, shall not exceed 12 inches in height on improved property, including the area between the edge of the pavement in the street and the lot line. [Bushes, trees and other landscape ornamentals shall be maintained in a manner that will not create any unsafe or unhealthy conditions. Landscape features shall be maintained to ensure that the growth of such feature does not damage any structure.](#)

Sec. 38-19. Duty of property owner.

It shall be the duty of the owners, or other persons in control of property within the city to maintain their lot, tract or parcel and the abutting right-of-way but not including that area which is paved as roadway consistent with the standards set out in this title.

Sec. 38-20. Duties for developed, undeveloped property.

The owner, or person in charge or control of the property, developed or undeveloped, within the city shall cut down and remove all weeds, grass, and undergrowth on said property when said weeds, grass, or undergrowth exceeds 12 inches in height. ~~V~~[Said](#) vegetative material growing in the abutting right-of-way shall not exceed 12 inches in height for both developed and undeveloped properties.

[Undeveloped properties or those properties that have returned to a vegetative state must be maintained in a manner that will prevent nuisances in this chapter or those of a criminal nature from occurring.](#)

Sec. 38-21. General standards.

- (a) All vacant lots shall be free from potential fire hazards, to include but not be limited to dead trees, loose branches, and palm fronds.

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- (b) All vacant lots, including the area between the edge of pavement in the street and the lot line, shall be kept free from dry vegetation, accumulation of weeds, grass, and uncultivated vegetation:
- (1) Which present a visual blight upon neighborhoods;
 - (2) Which may harbor insect or rodent infestations;
 - (3) Which may likely become a fire hazard;
 - (4) Which result in a condition which may threaten the health and safety or the economic welfare of abutting or adjacent property owners; or
 - (5) All grasses or weeds, and uncultivated vegetation, shall not exceed 12 inches in height on vacant lots including the area between the edge of the pavement in the street and the lot line.
- (c) Motor vehicles are prohibited from parking on or driving across any portion of a vacant lot, except for:
- (1) Areas designated and approved by the community development services director; and
 - (2) Where the owner of the vacant lot has given written permission to the vehicle owner or operator.

Sec. 38-22. Preserve areas.

In preserve areas all maintenance requirements shall be determined by the department of environmental protection, except that the entire property shall be kept free of trash, debris, and litter.

Sec. 38-23. Landscape materials.

Landscape materials shall be maintained reasonably free of weeds and foreign matter and shall always be kept in reasonably healthy conditions. Landscaping shall be kept in accordance with the approved DO and upon CO. All dead material shall be removed. Hazardous trees that potentially may fall on adjacent properties or rights-of-way shall be removed.

Sec. 38-24—38-29. Reserved.

ARTICLE V. GRAFFITI NUISANCE.

Sec. 38-30. Graffiti nuisance.

It shall be prohibited for any person to write, paint, inscribe, scratch, scrawl, spray, place or draw graffiti of any type on any public or private building, structure or any other real or personal property.

- (1) It shall be prohibited for any person owning property, acting as manager or for the owner of the property, or in possession or control of the property to fail to remove or effectively obscure any graffiti upon any public or private building, structure or any other real or personal property.
- (2) This section shall not be construed to prohibit temporary, easily removable chalk or other water-soluble markings on public or private sidewalks, streets or other paved surfaces which are used in connection with:
 - a. Traditional children's activities such as drawing, creating bases or a playing field for games such as stickball, kickball or handball, hopscotch, and similar activities, and any lawful business or public purpose or activity.
 - b. Any lawful business or public purpose or activity.

ARTICLE VI. CONSTRUCTION SITE MAINTENANCE

Sec. 38-31. Development activity, grading or excavating of land.

Development activity, grading or excavating of land, must receive prior approval before construction activity can proceed.

Sec. 38-32. Construction Waste.

All construction and demolition contractors, and owners shall provide onsite control measures for the storage of loose debris, paper, tar paper, packaging and crating materials and other litter to prevent wind-driven scattering of such materials if the materials are otherwise not properly disposed of daily. All litter tarpaper, packaging and crating materials and similar materials shall be removed within 30 days after the completion of the construction or demolition. In the event of a failure to control construction debris resulting in litter, the enforcement authority may provide a written citation to the master permit holder, property owner or both.

Sec. 38-33. Erosion and sediment control, landscape maintenance, shrubbery, plants, and ground cover.

All premises shall be maintained in a condition to prevent erosion of soil by:

- (1) Landscaping with grass, trees, shrubs, other planted ground cover, silt fencing.
- (2) Such other suitable means as shall be approved by the building official.
- (3) Where landscape plans have been specifically incorporated and approved in a development plan, the landscape areas shall be maintained in a manner equal to the original landscaping approval.
- (4) Failure to maintain erosion and sediment control may result in a written citation to the -permitmaster permit holder, the property owner, or both.

Sec. 38-34. Draining; re-grading; fill required.

Any lot, tract, or parcel, ~~including swimming pools thereon~~, which shall be unwholesome or unsanitary, have stagnant water standing thereon, or be in such other condition as to be susceptible to producing disease shall be drained, re-graded or filled by the owner in a manner approved by the city.

Sec. 38-35. Clay pits; storm water ponds; caves; depressions.

The owner, lessor, or occupant of any real property in the city wherein there exists any clay pit, storm water ponds, cave, or other depression, so located and of such depth that a child might conceivably be drowned therein when such depression is filled with rainwater or other liquid, shall enclose the depression with a fence of a height of six feet or more, with a vertical mesh spacing not to exceed two inches. The enclosure shall be of such construction as not to be penetrable without the aid of tools or another mechanical device. The existence of any such depression not so protected is hereby declared to be a dangerous and attractive nuisance.

Sec. 38-36—38-40. Reserved.

ARTICLE VII. LITTER CONTROL

Sec. 38-41. Areas to be free of trash and debris.

The property, and right-of-way shall be kept free of trash, debris, and litter. Sidewalks shall be kept free of trash, debris, or litter. Bushes, trees, and other vegetative matter shall not obstruct the public sidewalk or obstruct motorist's vision. ~~Irrigation systems shall not overspray the public sidewalk.~~

Sec. 38-42. Storage of litter.

- (a) All commercial businesses shall store litter in containers to eliminate wind-driven debris. The number and size of receptacles for each commercial business shall be that number required to maintain a clean, neat, and sanitary premises. Spillage and overflow of litter around containers is a violation.
- (b) Commercial businesses shall provide and maintain litter containers adequate to contain litter generated from such business at its loading and unloading zones.
- (c) Commercial businesses open to the public shall provide and maintain containers adequate to contain litter generated from such business.
- (d) Every person in possession or in control of any place, public or private, where litter is accumulated or generated shall provide and maintain adequate and suitable containers capable of holding such litter until proper final disposal is accomplished.
- (e) Any accumulation of litter in or upon any property, vacant or improved, is deemed a nuisance, and is prohibited. Failure to remove the accumulation by the property owner, tenant, manager, or other person who owns, maintains, or controls any premises or portion thereof, whether improved or unimproved, is a violation.

Sec. 38-43. Unauthorized disposal.

No private property owner, tenant, or occupant shall grant permission to any person to dispose of litter on the property in any manner other than in permitted disposal sites.

Sec. 38-44. Disposal of litter required.

Whomever generates litter in the city shall manage, store, handle, transport and dispose of it in accordance with the provisions of this Code.

No person shall throw, discard, place, drop, or deposit litter in any manner or amount in or upon any public property, private property, highway, street, right-of-way, or body of water within the limits of the city, except in such containers specifically provided and designated for the disposal of litter, is a violation. Litter strewn by a pedestrian except at approved and permitted disposal sites is a violation. Litter ejected or discarded from a motor vehicle except at approved and permitted disposal sites is a violation.

Sec. 38-45. Materials, objects blown from vehicles.

An owner, or driver of a vehicle, from which any materials or objects have fallen, blown, leaked, sifted, or otherwise escaped, shall immediately cause the materials or objects on public property or private property to be cleaned up and shall pay any costs.

Sec. 38-46. Litter at commercial, public establishments.

The owners and operators of commercial establishments shall store their litter in a controlled manner to eliminate wind-driven debris and litter in and about their establishments, to include but not be limited to the following requirements:

- (1) The number and size of containers necessary for each commercial establishment shall be required to control all waste generated on the premises.
- (2) Spillage and overflow around containers shall immediately be cleaned up by the generator thereof as it occurs.
- (3) All commercial establishments shall provide adequate receptacles in the loading and unloading areas to store loose debris, paper, cardboard, packaging materials and similar materials.
- (4) Every person owning or operating a public establishment, or public place, shall have adequate receptacles available to contain litter generated.
- (5) Every person in possession, in charge of, or in control of any place, public or private, where litter is accumulated or generated, shall always maintain litter in adequate and suitable receptacles and/or containers capable of holding such materials until proper final disposal is accomplished.
- (6) No person shall keep an accumulation of litter on any property, vacant or occupied, on any premises, public street, alley, public or private.

Sec. 38-47. Responsibility for surrounding areas.

Each operator owner, or operator of any business, industry, or institution, private or public, profit or nonprofit, shall keep the adjacent and surrounding areas clean of wind-driven litter generated from such business, industry, or institution. These areas include public property, roads, rights-of-way, grounds, parking lots, loading, and unloading areas and vacant lots owned or leased by such business, industry, or institution.

Sec. 38-48. Property exteriors.

- (a) Property exteriors shall be free of trash, litter, debris, packing boxes, lumber, construction material, solid waste, horticulture debris, salvage materials, appliances, machinery, equipment, and any furniture, excluding furniture specifically designed for outdoor use. Failure to maintain the premises in a clean, safe, and sanitary condition is a violation. The owner and operator shall keep that part of the exterior property subject to its control or occupancy in a clean and sanitary condition.
- (b) No owner, operator, or tenant shall maintain premises, private or open to the public, upon which litter is permitted, caused, allowed or existing in any manner as to be a sanitary nuisance.

Sec. 38-49—38-54. Reserved.***ARTICLE VIII. VEHICLE STORAGE*****Sec. 38-55. Outside storage of recreational vehicles.**

- (a) Recreational vehicles shall not be lived in, slept in, or otherwise used as a residence or for residential or commercial purposes to include storage, except as provided in section 38-56, Temporary use of recreational vehicles.

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- (b) Recreational vehicles shall not be connected to any water or sanitary sewer line, or utility apparatus, except as provided in section 38-56, Temporary use of recreational vehicles.
 - (c) One recreational vehicle may be stored on a parcel in a single-family dwelling district zoning, provided such recreational vehicle shall:
 - (1) Any electrical service connection to a recreational vehicle shall be done in a lawful, safe, and secure manner in accordance with the manufacturer's specifications and applicable Florida Building Code.

Sec. 38-56. Temporary use of recreational vehicles.

- (a) The parcel must be located within the single-family dwelling district zoning.
- (b) Prior to the occupancy of a recreational vehicle, a temporary use permit, which allows the recreational vehicle to be temporarily used in a residential capacity, must be obtained from the City of Crestview Building and Inspection Department.
- (c) The temporary use permit is valid for 180 consecutive days, however, if the continuation of the construction elements is necessary for the structure to return to acceptable condition and there is a valid, open building permit for the construction activities, the temporary use of the vehicle may be continued via new permit or an extension of permit for an extension period of 90 days.
- (d) The recreational vehicle shall be fully licensed and ready for highway use.
- (e) Any electrical service connection to a recreational vehicle shall be done in a lawful, safe, and secure manner in accordance with the manufacturer's specifications and applicable Florida Building Code.
- (f) Any potable water connection to a recreational vehicle must be completed under the regulations and inspection of the ~~public services department~~ city's building inspections division and must have the required backflow protection device installed prior to use.
- (g) Recreational vehicles must be pumped out by a Florida licensed and bonded wastewater hauler or taken to a fully licensed wastewater receiving station. Under no circumstance, shall connection be made to any sanitary sewer service or any disposal of wastewater be disposed of in a manner inconsistent with this Code of Ordinances and Florida law.
- (h) The provisions of this section are not intended to, nor shall they be interpreted as in any way preempting the requirements of any private agreement and/or covenant.

Sec. 38-57. Recreational vehicle placement.

Recreational vehicles may be placed in the side and rear yards. Recreational vehicles are prohibited from being placed in the front yard.

Sec. 38-58—38-63. Reserved.

ARTICLE IX. PROPERTY MAINTENANCE

Sec. 38-64. General provisions.

All premises shall be maintained in compliance with the standards in this section.

- (a) *Maintenance.* Equipment, systems, devices, and safeguards required by this chapter or a prior code under which the structure or premises was constructed, altered, or repaired shall be maintained in good working order. The requirements of this chapter are not intended to provide the basis for removal or abrogation of

fire protection or safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures, and premises.

- (b) *Existing remedies.* The provisions in this chapter shall not be construed to abolish or impair other remedies of any local, state or federal jurisdiction or its officers or agencies relating to the removal or demolition of any structure.
- ~~(c) *Requirements not covered by this chapter.* The building official or Fire Marshal may determine additional requirements necessary for the strength, stability or proper operation and general conditions acceptable for an existing fixture, structure or equipment not specifically covered by this chapter in accordance with their prescribed authority.~~
- ~~(d) *Like Materials-* Like materials shall be defined as the original product. When the original product is no longer available may be defined as a material of a similar design, appearance, construction and installation.~~
- ~~(c) *Requirements not covered by this chapter.* The building official shall determine requirements necessary for the strength, stability or proper operation and general conditions acceptable for an existing fixture, structure or equipment not specifically covered by this chapter.~~
- ~~(d) *Deviation from chapter.* Where practical difficulties are prohibitive in carrying out the provisions of this chapter, the building official has the authority to grant modifications for individual cases. The modification must comply with the intent and purpose of this chapter and shall not lessen health, life, and fire safety requirements. The basis for granting modifications shall be recorded and entered in the department files.~~
- (e) *Compliance.* It shall be the duty of every owner and operator of improved or unimproved property within the city to comply with the requirements set forth in this chapter. No permit or certificate of occupancy shall be issued unless there is compliance with all applicable sections of this chapter. No premises or building, or combination, shall be used in a manner inconsistent with or in conflict with the requirements of this chapter or as allowed in the Land Development Code.
- (f) *Conflict with other codes.* The provisions of this chapter shall apply to all buildings, structures or premises in existence or built within the city limits or annexed therein. Where the provisions of this chapter impose a standard different than that set forth in any other ordinance of the city or under the laws of the state, the most restrictive standard shall prevail.
- (g) *Building permits.* Prior to commencing work to correct a violation as described in section 38-65 below, a building permit, or approval from the building official is required. Failure to obtain a building permit is punishable by F.S. ch. 553.

Sec. 38-65. Standards for improved property.

- (a) *Foundation.* The building foundation system shall be adequately maintained and capable of supporting the load for which it was designed.
- (b) Wood supports shall be sound and free from insect infestation and rot.
- (c) Metal supports and connections shall be free from rust and the equivalent of new supports.
- (d) Skirting shall be maintained free from broken or missing sections, pieces, or cross members. Skirting shall be securely attached and sized from the ground to the lower outside perimeter of the structure. Skirting material must comply with the standards provided in the Land Development Code.
- (e) *Exterior walls.* Exterior walls of buildings shall be:
 - (1) Maintained free from holes, breaks, and loose or rotting materials; and
 - (2) Maintained, weatherproofed and surfaces properly coated as needed to prevent deterioration. Exterior finishes must be of material designed for such purposes and installed in accordance with the manufacture's specifications. For repairs, like materials must be used. Decorative features such as

cornices, belt courses, corbels, trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage.

(3) Any graffiti shall be removed or repainted to match existing surfaces.

(f) *Windows.*

(1) Every window shall be maintained in sound working condition and good repair to be substantially weather-tight and rodent-proof.

(2) Openings originally designed as windows shall be maintained as windows unless approved by the building official for enclosure. Prior to the enclosure of the any window, a building permit must be obtained providing for the final product to be used in this action. The permit shall ensure that the enclosure of a window is by a material that is designed for the purpose of exterior finish and is consistent with the remainder of the structure.

(3) In the event of an emergency, when the boarding of an opening must be used, it shall be of trim fit, sealed to prevent water intrusion, and painted or stained to conform to the other exterior portions of the building. The boarding shall not remain for a period of more than 90 days from the date of the Notice of Violation. When an act of God, such as a hurricane or tornado, the city manager may extend the time as needed.

~~(2)—Openings originally designed as windows shall be maintained as windows unless approved by the building official for enclosure. The enclosure of a window shall be by either bricking the opening, blocking the opening with concrete blocks, and stuccoing the exterior or boarding the opening. When boarding is used, it shall be of trim fit, sealed to prevent water intrusion, and painted or stained to conform to the other exterior portions of the building. The boarding shall not remain for a period of more than 90 days from the date of the initial violation. When an act of God, such as a hurricane or tornado, the city manager may extend the time as needed.~~

(g) *Shutters.* All shutters shall be maintained in good repair and securely attached to a structure. Peeling paint or preservatives is prohibited.

(h) *Exterior doors.* Every exterior door and hatchway or garage door shall be kept in sound working condition and good repair.

(i) *Exterior doorframes and storefronts.* Exterior doorframes and storefronts shall be maintained in good condition. All moldings shall be securely attached to the structure and maintained in good condition without splitting or deterioration.

(j) *Exterior surface treatment.* All exterior surfaces, including by way of example and not limitation, doors and window frames, cornices, porches, decks, trim, balconies, fences, and docks, shall be maintained in good condition. Exterior ~~wood~~ surfaces, ~~other than decay-resistant woods,~~ shall be protected from the elements and decay by painting or other protective treatment applied in accordance with the manufacturer's instructions. Peeling paint is prohibited and surfaces shall be repainted. All metal surfaces shall be coated to inhibit rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated.

(k) *Structural supports.* Every structural element of a dwelling shall be maintained in a structurally sound condition and shall not show evidence of deterioration that would make it incapable of carrying normal loads.

(l) *Porches and balconies.* All exterior porches, balconies, stairs, and fire escapes shall include banisters or railings properly designed and maintained to minimize the hazard of falling and installed to withstand the loads prescribed by the Florida Building Code for which they were designed. All exterior porches, landings, balconies, stairs, and fire escapes shall be kept structurally sound, in good repair, ~~and~~ free from defects and maintained for the purpose for which they were designed. Paint and other finishes shall be in good condition.

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- (m) *Stairs.* All stairs shall be maintained safe and free from tripping hazards. Treads shall be sound, without broken or chipped edges. Wooden stairs shall be free from decay or substantial wear that could cause a tripping hazard or have an unsightly appearance. Handrails and guardrails shall be maintained to withstand the loads they were designed for or as prescribed by the Florida Building Code.
- (n) *Roofs.* Roofs shall be maintained in a structurally sound and safe manner, free of holes, missing roof material and without leaks. Roofs shall be repaired using like materials to existing materials.
- (o) *Gutters and downspouts.* Gutters and downspouts shall be maintained in good repair, and securely installed. Water run-off shall be contained on the property and shall not run-off onto adjacent properties. Commercial gutters existing must be maintained in accordance with the initial design or building permit and cannot be removed.
- (p) *Chimneys, flues, and vent attachments.* Chimneys, flues, and vent attachments shall be maintained in a structurally sound manner, free from defects to capably perform the functions for which they were designed.
- (q) *Overhang extensions.* All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored to remain in sound condition. All exposed surfaces of metal or wood shall be protected from the elements, decay, or rust. For properties located in the downtown overlay district, any commercial awning in disrepair must be repaired to original condition. Awnings in this district may not be removed but must be repaired. In the event the original material cannot be located, the property owner must obtain a permit and replace with a similar product.
- (r) *Insect screens.* All windows and other outside openings required for ventilation of food preparation areas, food service areas, or any areas where products utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per 25 mm. Every swinging door shall have a self-closing device in good working condition.
- (s) *Accessory structures.* Garages, storage buildings and all other accessory structures shall be maintained and kept in good repair and sound structural condition per section 38-66.
- (t) *Swimming pools.* No person owning, operating, or having possession of any property within the city shall allow the accumulation of stagnant water. All swimming pools, spas, architectural pools, ponds, or bodies of water shall be properly maintained so as not to create a safety hazard or harbor insect infestation. Water shall not be allowed to stagnate or to become polluted. Pools and spas shall be kept in working order, and the water quality shall be such that it does not create a breeding ground for mosquitoes or other insects. Roofs or other structures, or improvements designed for the retention of water are exempt from this section but shall be subject to the design capabilities of a said roof, structure, or improvement or other governing codes. All swimming pools, spas, architectural pools, manmade ponds shall be provided with a pool safety feature such as a barrier to prevent anyone from accidentally obtaining access into the pool. Such barriers must comply with the Residential Swimming Pool Safety Act.
- (u) *Rodent harborage.* All structures and exterior premises shall be kept free from rodent harborage and infestation. Where rodents are found, the owner shall promptly exterminate rodents through a process which will not be injurious to human health.
- (v) *Electrical Systems.* All Electrical systems shall be maintained in a safe and operating manner to include but not be limited by:
- (1)–Exterior lighting shall be installed in accordance with the manufacture’s specifications and shall not shine into the eyes of drivers of vehicles or pedestrians which could impair safe traverse.
- (2)– Exterior lighting systems –shall be shielded and aimed at the owner's premises, or sidewalk and street abutting the premises.
- (3)– All exterior wiring shall be installed in accordance with the manufacturer’s specifications and all applicable codes. Exterior wiring systems shall be of materials designed for this purpose and maintained in working order.

(4) -All electrical systems shall be maintained in full operating condition or removed.

~~Exterior lighting. All outdoor lighting shall comply with the following:~~

- ~~(1) Non-vehicular light sources that shine into the eyes of drivers of vehicles or pedestrians which could impair safe traverse are prohibited.~~
- ~~(2) All lighting shall be shielded and aimed at the owner's premises, or sidewalk and street abutting the premises.~~
- (w) *Fences and walls.* Fences and walls shall be maintained in a safe and structurally sound condition, in good repair with a material designed for this purpose. ~~the surface coated or painted.~~ Fences shall be free from loose or rotting materials. Metal fencing shall be free from rust or deterioration. Fences shall comply with the standards for fencing as provided in the Land Development Code.
- (x) *Floors, interior walls, and ceilings.* All floors, interior walls and ceilings of every structure shall be maintained in a structurally sound manner and in a condition consistent with its use.

Sec. 38-66. Accessory structures.

Garages, storage buildings and all other accessory structures shall be

(a) Used for the purposes allowed by the Land Development Code

(b) m~~M~~aintained in good repair and sound structural condition. Structures attached or unattached, to the principal structure, which are found ~~in disrepair, by the building official to be structurally deficient,~~ shall be repaired or demolished within the timeframe set within the Notice of Violation. ~~by the building official.~~ Maintenance of accessory structures shall comply with the following:

- (1) The exterior of the building and premises to include but not limited to parking areas and landscaped areas shall be maintained in a sound, clean and neat condition.
- (2) Signs shall be maintained in good condition. Where the sign structure remains, the sign faces are to be replaced with blank panels (permit required). The design and color are subject to the standards of the Land Development Code. ~~approval by the building official.~~
- (3) All advertising structures, awnings and accompanying supporting members shall be maintained in good repair and shall not constitute a nuisance or safety hazard. Advertising structures or awnings not properly maintained in accordance with this subsection shall be removed. Awnings or marquees made of cloth, plastic or a similar material shall not show evidence of tearing, ripping or holes. Upon removal of an advertising structure, such as a sign, all supporting members shall be removed. Awnings must be repaired or replaced to original condition. Where supporting members have been left from sign removal prior to adoption of the ordinance from which this chapter is derived, such supporting members shall be removed within three months of the effective date of such ordinance. Nothing in this subsection shall be construed to authorize any encroachments on streets, sidewalks, or other parts of the public right-of-way.
- (4) Where parking areas are to be barricaded to prohibit vehicular travel, it shall be accomplished by installation of parking bumpers pinned to the pavement.

Sec. 38-67. Responsibilities of owner and operator.

It shall be the duty and responsibility of the operator and the owner to ensure compliance with the following:

- (1) All parts of the premises under the control of the owner or operator shall be maintained in a safe and sanitary condition consistent with the business use.
- (2) The owner or operator shall not perform any acts:

-
- a. Which render other parts of the premises unsafe or unsanitary;
 - b. Which obstruct any adjacent owner or operator from performing any duty required or maintaining the premises in a safe and sanitary condition.
- (3) Every owner or operator shall eliminate infestation of rodents or insects in and on the premises subject to the owner's or operator's control.
 - (4) Every owner or operator shall maintain all plumbing fixtures in a safe and sanitary condition.
 - (5) Upon learning of a defect or inoperable status of any facility, utility or equipment required under this chapter, which is the owner's responsibility, the operator shall provide written notice to the owner.

Sec. 38-68. General maintenance.

- (a) *Nuisances and hazards.* Premises shall be maintained free of nuisances and any hazards to the safety of the customers or persons utilizing the premises or to pedestrians passing by.
- (b) *Walls exposed because of demolition.* Where a wall of a building is exposed because of demolition, the owner of the building shall have the wall with its doors, windows, vents, or other similar openings closed with material of the type composing the wall. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stucco or bricked, and weatherproofed, if necessary, based on construction material, to prevent deterioration of the wall.
- (c) *Storage of flammable or combustible materials.* There shall be no storage or accumulation of flammable or combustible liquids or other materials on the premises and only in such quantities prescribed by the regulations.
- (d) *Abandoned curb cuts.* Where curb cuts are abandoned due to new construction or change of access by the owner, the curb cut shall be closed and replaced in accordance with the requirements of the land development code, curb, and gutter design to match original.
- (e) *Sidewalks or curbs damaged by delivery vehicles.* Damage to public sidewalks or curb and gutter located in the public right-of-way shall be repaired or replaced by the owner at no expense to the city when such damage is caused by vehicles making deliveries to the commercial premises.

Sec. 38-69. Applicability of standards to vacant buildings; securing vacant buildings.

The provisions of this chapter that apply to the exterior premises include vacant structures. Vacant structures are not required to comply with the interior requirements of this chapter. All vacant structures shall be secured to prevent the entry of unauthorized persons or the formation of nuisance conditions. Securing a vacant structure may include boarding of the building to comply with Section 38-65 (f), for a limited time not to exceed 90 days from the Notice of Violation at which time the openings must be returned to full operating condition, as determined by the building official. If required by the building official, windows and doors shall be boarded by the owner and the boarding shall be maintained to keep the building secured. The design and color of boarding is subject to approval by the building official and shall be designed so that the building does not appear to be abandoned.

(Ord. No. 1813 , § 2, 4-26-21)

Sec. 38-70. Unsightly conditions.

The following conditions are hereby deemed to be unsightly conditions and are prohibited. The following conditions are prohibited on any premises in the city:

-
- (1) Structures that are:
 - a. Partially destroyed;
 - b. Left in a state of disrepair; or
 - c. Left in a state of partial construction beyond the valid timeframe of the permit.
 - (2) Abandoned or broken equipment; broken or discarded furniture and household appliances in visible yard areas.
 - (3) Building exteriors in a condition of deterioration or disrepair such that the condition causes measurable diminution of surrounding property values.
 - (4) Garbage and trash containers stored in a manner visible from the street.
 - (5) Exterior finishes that are not maintained to prevent the buildup of dirt, grime, algae and other such substances.
 - (6) Temporary covers made of tarps or other similar materials visible from the public right-of-way to include free standing structures, piles of debris or other items, or attached to permanent buildings, fences, or other structures.
 - (7) Tarps or other like materials used to cover a vehicle, boat or RV which are not fitted and designed for this purpose or are in disrepair.
 - ~~(5) Prior to issuance of a demolition permit for a building where commercial activity is a permitted use, performance bond or equivalent security shall be filed with the city, or a letter of credit may be submitted to the city manager for approval, in the amount defined below.~~
 - ~~a. *Total demolition.* The amount to demolish the building, and remove all debris from the site, and disposal cost for the debris and grading the lot in compliance with the land development code; or~~
 - ~~b. *Partial demolition.* The amount to demolish the building, and remove all debris from the site, and disposal cost for the debris, grading the lot and the cost of additional construction or reconstruction so the exterior of any partially demolished building or building abutting an adjacent building that results in repair or reconstruction complies with this chapter and the Florida Building Code, as amended.~~
 - ~~(g) Where buildings in any zoning district are destroyed by fire, disaster or other acts of God, the requirements of this section and the land development code shall apply.~~



Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Senior Planner
DATE: 4/5/2023
SUBJECT: Ordinance 1929 Repeal & Replace Chapter 32 Fair Housing to establish SHIP program

BACKGROUND:

In 1992, the Florida Legislature adopted the William Sadowski Affordable Housing Act, creating the State Housing Initiatives Partnership (SHIP) Program to expand affordable housing resources in the state. Previously, the City did not collect its allocation for SHIP funding, and it was deferred to Okaloosa County. As the City pursues the goal of improving the minimum housing standards for our citizens through code enforcement and blight removal, we see great value in programs that will assist homeowners and developers in purchasing, building, or rehabilitating housing that is considered affordable.

DISCUSSION:

In late January of 2023, Florida Housing Finance Corporation (FHFC) staff contacted City staff, spurring a discussion regarding eligibility for SHIP funding. After FHFC staff determined that we were eligible for the program, we began working with them to develop the necessary plans, exhibits, resolutions, and ordinances pertaining to our implementation of the SHIP program. We are still working with FHFC staff to finish our Local Housing Assistance Plan (LHAP). Currently, our plan draft includes assistance for homeowner-occupied rehabilitation, homebuyer assistance, disaster recovery, assistance for the construction of homeowner-occupied affordable housing units, and assistance for developers constructing/rehabilitating rental affordable housing units. These may be subject to change as staff develops the plan based on direction from the FHFC review committee. After their approval, we will bring the plan back to the Council for adoption.

This Ordinance establishes the legislative framework to implement the plan once the FHFC and the Council approve it. Council should expect to see the plan for approval by resolution sometime before July 1st.

The original contents of Chapter 32 - Fair Housing were initially established in the early 1990s. Upon review of the current Florida Statutes, staff found that the same provisions were present in the Statute and that they don't need to be adopted locally by ordinance.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Community Character- Promote desirable growth with a hometown atmosphere

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

Implementation of the SHIP program will make funds available for various affordable housing assistance strategies.

RECOMMENDED ACTION

Staff respectfully requests a motion that Council approve Ordinance 1929 on First Reading and move to Second Reading for adoption.

Attachments

1. Attachment 1

ORDINANCE: 1929

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, REPEALING AND REPLACING THE CURRENT CHAPTER 32 – FAIR HOUSING WITH CHAPTER 32 - HOUSING, ESTABLISHING THE LOCAL HOUSING ASSISTANCE TRUST FUND, THE LOCAL HOUSING ASSISTANCE PROGRAM, PROVISIONS REGARDING SHIP PROGRAM ADMINISTRATION AND IMPLEMENTATION, AND THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Crestview is a political subdivision of the State of Florida to which Chapter 166 of the Florida Statutes grants broad authority and provides for the adoption of ordinances to provide for self-governance; and

WHEREAS, in 1992 the Florida Legislature adopted the William Sadowski Affordable Housing Act creating the State Housing Initiatives Partnership (SHIP) Program for the specific purpose of supporting and expanding affordable housing resources throughout the State; and

WHEREAS, the City of Crestview Comprehensive Plan includes goals, objectives and policies designed to enhance the availability of affordable housing in the City; and

WHEREAS, the City Council finds it necessary and in the public interest to adopt the included provisions to establish and efficiently administer the SHIP program within the City Limits of Crestview.

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

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

SECTION 2 – CHAPTER 32 – FAIR HOUSING, OF THE CODE OF ORDINANCES. Chapter 32 – Fair Housing, in its current form is hereby repealed and replaced with Chapter 32 – Housing 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 - SCIVENER'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. The effective date of this ordinance shall be thirty (30) days after the adoption on second reading by the City Council.

Passed and adopted on second reading by the City Council of Crestview, Florida on the ____ day of _____, 2023.

Approved by me this ____ day of _____, 2023.

J. B. Whitten
Mayor

ATTEST:

Maryanne Schrader
City Clerk

CHAPTER 32- HOUSING

ARTICLE I. – IN GENERAL

Secs. 32-1 – 32-11. – Reserved.

ARTICLE II. – STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

Sec. 32-12. – Purpose.

In accordance with and pursuant to the authority of the general laws of the State of Florida, and Chapters 163 and 420, Florida Statutes, this article specifies the requirements for the planning, implementation, and receipt of funds under the State Housing Initiatives Partnership (SHIP) Program as governed by Chapter 420, Florida Statutes, and Rule 67-37, Florida Administrative Code.

Sec. 32-13. – Definitions.

For purposes of their use in this article, specific terms shall be defined the same as defined in Section 420.9071, Florida Statutes. Where no definition exists in Section 420.9071, Florida Statutes, specific terms shall be defined the same as defined in Section 420.0004, Florida Statutes.

Sec. 32-14. – Local Housing Assistance Trust Fund.

- (a) There shall be created within the official fiscal and accounting records of the city, a specifically designated and dedicated local housing assistance trust fund, hereinafter referred to as “the fund.”
 - (1) The fund shall be created within 30 days of the effective date of this article.
 - (2) The fund shall be solely reserved for the deposit and expenditure of funds in support of the Local Housing Assistance Program as required by Chapter 420, Florida Statutes and Rule 67-37, Florida Administrative Code.
 - (3) The fund shall be audited annually, and the financial condition thereof shall be separately stated in the audited financial statements of the city. Copies of said audit shall be provided to the state housing finance agency, the state department of community affairs and/or other agencies designated by law.
 - (4) All investment earnings shall be retained in the fund and used for the purposes thereof.
 - (5) Until utilized for the purposes thereof, monies in the fund shall be held solely for use pursuant to the Local Housing Assistance Program.

Sec. 32-15. – Establishment of the Local Housing Assistance Program.

- (a) There is hereby created, the City of Crestview Housing Assistance Program, hereinafter referred to as the program, which includes utilization of SHIP funds in conformity with the

provisions of Chapter 420, Florida Statutes, Rule 67-37, Florida Administrative Code, and implementation of the City of Crestview Comprehensive Plan.

- (b) SHIP funds may be used to provide down-payment assistance, construction subsidies, mortgage reduction payments, mortgage interest rate subsidies, and/or direct mortgage loans to eligible persons and households to assist in purchase of newly constructed or existing affordable housing, in accordance with the provisions of Chapter 420, Florida Statutes.
- (c) SHIP funds may be used to supplement existing state housing finance agency projects or activities undertaken within the city for the specific purpose of providing additional funding for the state housing finance agency's State Apartment Incentive Loan (SAIL) projects within the City.
- (d) SHIP funds may be used to provide emergency housing repairs through existing weatherization program service providers pursuant to Sections 409.509 – 409.5093, Florida Statutes.
- (e) The cost of administering the Local Housing Assistance Program shall not exceed ten percent of the funding received from the state pursuant to the state Housing Initiative Partnership Act.
- (f) The Local Housing Assistance program shall include all other lawful objectives not previously listed if said objectives have been adopted by resolution of the city council into the Local Housing Assistance Plan (LHAP) in the manner prescribed for by Sections 420.907 – 420.9079, Florida Statutes and Rule 67-37, Florida Administrative Code.

Sec. 32-16. – Intent and purpose of the Local Housing Assistance Program.

- (a) The intent and purpose of the Local Housing Assistance Program is:
 - (1) To increase the availability of affordable housing units by combining local resources and cost-saving measures into a local housing partnership and using private and public funds to reduce the cost of housing.
 - (2) To promote more compact urban development and assist in achieving the growth management goals contained in the comprehensive plan by allowing more efficient use of land so as to provide housing units that are affordable to persons who have special housing needs or are very low-, low-, or moderate-income.
 - (3) To promote design and construction that reduce long-term costs relating to maintenance, utilities, or insurance.
 - (4) To promote mixed-income housing to provide increased housing and economic opportunities for persons who have special housing needs and/or who are very low, low, or moderate income; and
 - (5) To develop the organizational and technical capacity of community-based organizations to optimize the role of such organizations in the production of affordable housing.

Sec. 32-17. – SHIP program administration and implementation.

- (a) The Community Development Services Department shall develop and implementation of the Local Housing Assistance Program, with the following responsibilities:
 - (1) Coordinate with the local housing partnership to monitor the success of the program and provide advice and suggestions regarding potential program improvement from year to year.
 - (2) Coordinate with the local housing partnership in local, state, and federal programs to maximize the production of eligible housing through the program.
- (b) The total amount paid for any administrative expenses in connection with the Local Housing Assistance Program will not exceed ten percent of the local SHIP funding distribution.
- (c) The city, the local housing partnership, and all eligible sponsors shall not discriminate in the loan application process involving eligible persons and eligible housing on the basis of race, creed, religion, color, age, sex, sexual preference, marital status, familial status, national origin, or handicap.
- (d) The city shall comply with the rules and regulations of the state housing finance agency in connection with required reporting by the city of compliance with its Local Housing Assistance Program.
- (e) Prior to receiving an award, all eligible persons or eligible sponsors shall enter into an agreement to comply with the affordable housing criteria provided under Sections 420.907 – 420.9079, Florida Statutes, and this article. All eligible persons or eligible sponsors shall include in the deed transferring ownership of the property to the eligible person or eligible sponsor a covenant agreeing to comply with the terms of the above-described laws which covenant will run with the land or in the alternative, the agreement shall be made a part of the mortgage agreement. Failure to comply with the covenant in the mortgage shall result in a default of the mortgage with all remedies and rights for enforcement inuring the benefit of the city.
- (f) Eligible sponsors receiving assistance from both the State Housing Initiative Partnership (SHIP) Program and the Low Income Housing Tax Credit (LIHTC) Program shall be required to comply with the income, affordability, and other LIHTC requirements. Similarly, any eligible housing receiving assistance from SHIP and other federal programs shall be required to comply with any requirements specified by the federal program in addition to SHIP requirements.

Sec. 32-18. – Affordable Housing Advisory Committee.

- (a) The Crestview Affordable Housing Advisory Committee, hereinafter referred to as the committee, shall consist of 8 members, as stipulated in Section 420.9076, Florida Statutes.
- (b) The committee shall serve in an advisory capacity, perform the required functions, and operate as stipulated in Section 420.9076, Florida Statutes.
- (c) Appointment of individuals to the committee shall be by resolution of the city council.

- (d) Members shall initially serve for three-year terms and may be reappointed for subsequent terms.
- (e) A simple majority of the membership of the committee shall be required to conduct official business.
- (f) Committee meetings shall be publicly noticed in a newspaper of general circulation.
- (g) Meetings shall be held annually. Additional meetings may be called as needed to conduct necessary business.
- (h) Administrative support for the committee shall be provided by the Community Development Services Department and City Clerk's office, as applicable.



Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 4/5/2023
SUBJECT: Ordinance 1922 - Richburg Lane Annexation

BACKGROUND:

On September 13, 2021, staff received a Petition for Utility Services for a property located at 2810 Richbourg Lane, which is outside the city limits of Crestview. Staff has determined that, per the agreement, the property is contiguous and eligible for annexation.

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

The Planning and Development Board recommended approval on April 3, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: GIP Crestview LLC
21805 W Field Pkwy Ste 150
Deer Park, IL 60010
Parcel ID: 09-3N-23-0000-0011-001C
Site Size: 2.45 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Commercial

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant
South	Okaloosa County Commercial	Okaloosa County General Commercial	Commercial
West	Okaloosa County Mixed Use and Commercial (C)	Okaloosa County Mixed Use and Commercial High-Intensity District (C-2)	Commercial

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the proposed land-use and zoning designations, the property use will continue as commercial.

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

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

A notice was sent to the property owner on March 3, 2023. Courtesy notices were mailed to property owners within 300 feet of the subject property on March 14, 2023. The property was posted on March 20, 2023. An advertisement ran in the Crestview News Bulletin on March 23 & 30, 2023.

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

There are no fees for this annexation. The cost of advertising was \$544.50.

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

RECOMMENDED ACTION

Staff respectfully requests that the Council approve Ordinance 1922 on First Reading and move to Second Reading for adoption.

Attachments

1. 2810 Richbourg Lane Out of City Water
2. Exhibit Packet

ORDINANCE: 1922

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.45 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

PIN # 09-3N-23-0000-0011-001C (Deed recorded in Book 3567, page 1724, dated August 1, 2021)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, THENCE PROCEED S 2°12'07" W, A DISTANCE OF 62.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF RICHBURG LANE, THENCE PROCEED S 2°12'04" W, A DISTANCE OF 208.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE PROCEED S 2°12'04" W, A DISTANCE OF 461.51 FEET TO A POINT; THENCE PROCEED S 59°27'36" E, A DISTANCE OF 237.11 FEET TO A POINT; THENCE PROCEED N 2°12'04" E, A DISTANCE OF 218.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 136.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 54.55 FEET THROUGH A CENTRAL ANGLE OF 22°58'55" (CHORD: N 9°17'24" W, 54.19 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 185.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 137.90 FEET THROUGH A CENTRAL ANGLE OF 42°42'32" (CHORD: N 0°34'24" E, 134.73 FEET) TO A POINT OF TANGENCY; THENCE PROCEED N 21°55'40" E, A DISTANCE OF 81.38 FEET TO A POINT; THENCE PROCEED N 2°07'48" E, A DISTANCE OF 91.03 FEET TO A POINT; THENCE PROCEED N 87°46'54" W, A DISTANCE OF 221.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

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

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

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

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

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

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

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

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

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

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

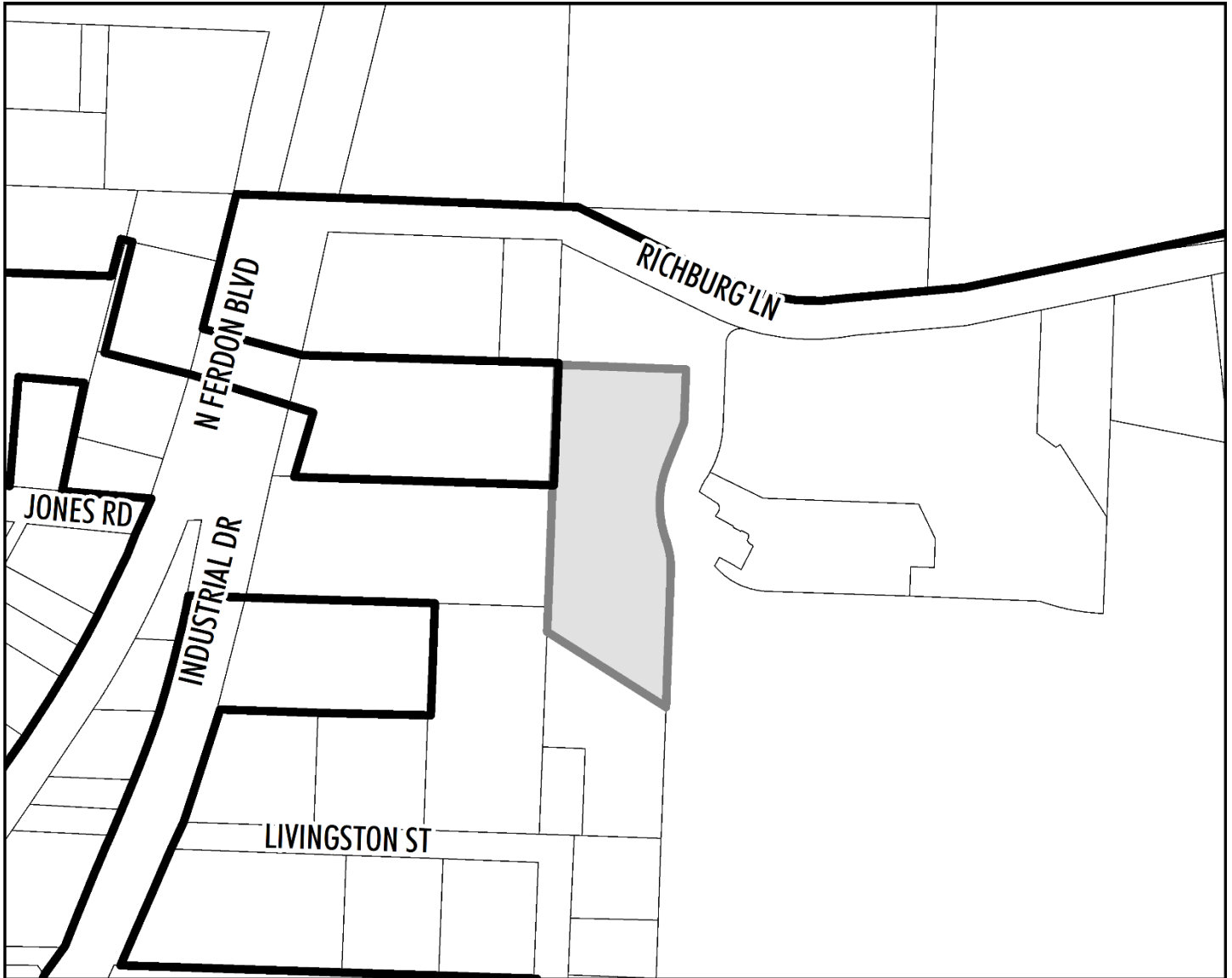
Passed and adopted on second reading by the City Council of Crestview, Florida on the 24th day of April, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 24th day of April, 2023.

J. B. Whitten
Mayor





CITY OF CRESTVIEW PETITION FOR UTILITY SERVICE(S)

I (We), the undersigned citizen(s) or business entity, located within the confines of Okaloosa County and adjacent to but outside the corporate limits of Crestview, Florida do hereby petition and request the City of Crestview to provide residential or commercial potable water or sewer or both service(s) of the City.

By this petition, and if accepted, I (we) understand the provisions imposed by Articles II and IV, of Chapter 90 of the City Code apply, and that concurrency must be authorized and available pursuant to Chapter 163, F.S. and the Crestview Comprehensive Plan.

I (we) further understand that as a condition of the City agreeing to provide water and/or sewer services to such property, the Customer(s) agree to annex the property into the city if the property is contiguous to existing city boundaries or becomes contiguous in the future and meets the requirements of the Ch 171, Florida Statutes and City of Crestview Annexation Policy #90-1.

Address of Property: 2810 Richburg Lane, Crestview, Florida 32539

Location of Property: Crestview, Florida

Tax I.D. Number: 84-2671640

Type (s) of Service Requested: Water and Sewer

I (we) the undersigned citizen(s) or business entity further understand that upon Administrative approval, a Municipal Services Agreement shall be executed between the City and petitioners and all fees paid as a condition precedent to utility services.

Rachel Jerkins as agent for GIP Crestview, LLC
Printed Name of Property Owner

9/13/2021
Date

Printed Name of Property Owner

Date

Rachel Jerkins
Signature of Property Owner

850-418-6783
Telephone Number

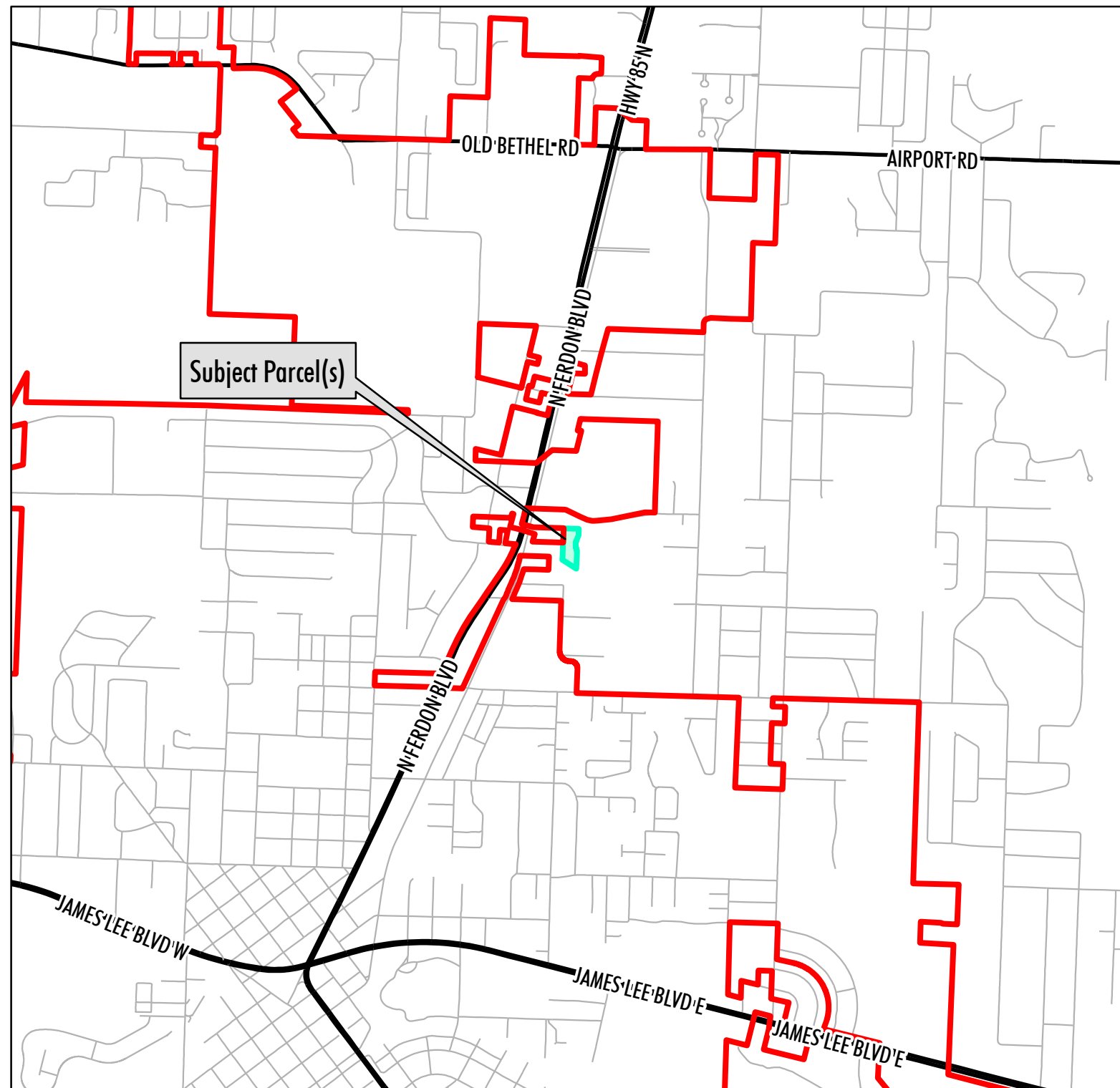
Signature of Property Owner

Telephone Number

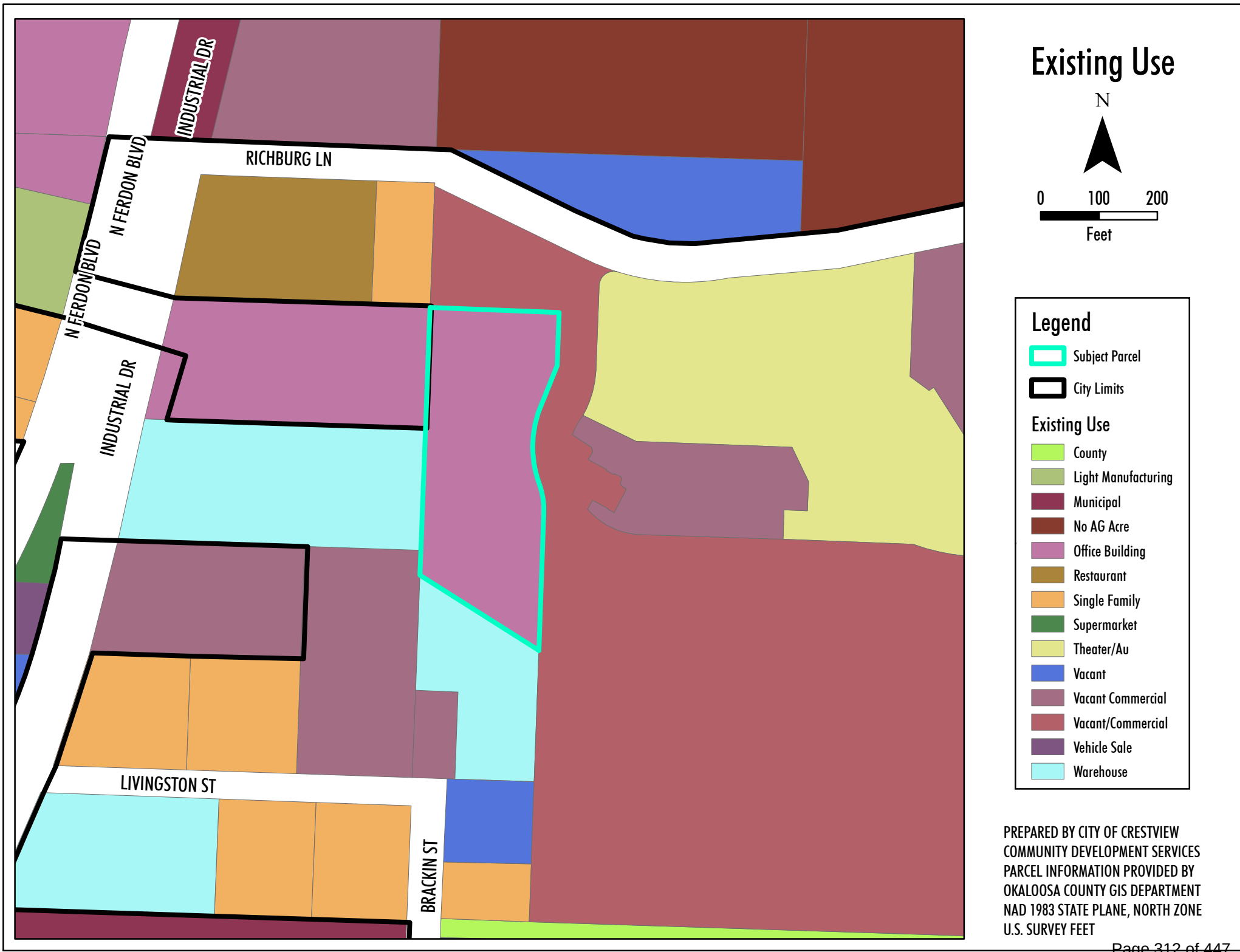
Vicinity Map



Not to Scale



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



Current Future Land Use

N



0 100 200
Feet

Legend

Subject Parcel

City Limits

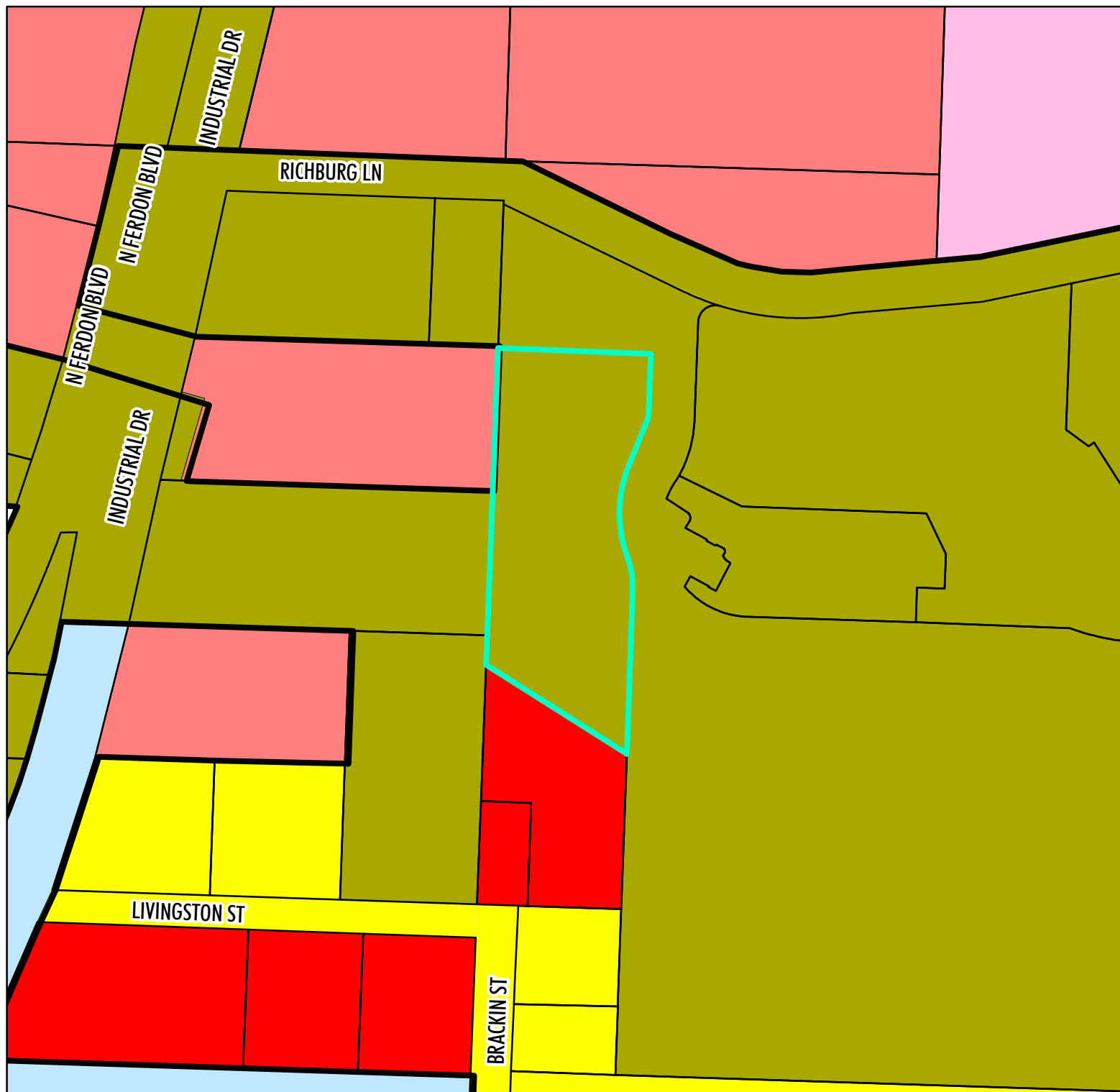
City Future Land Use

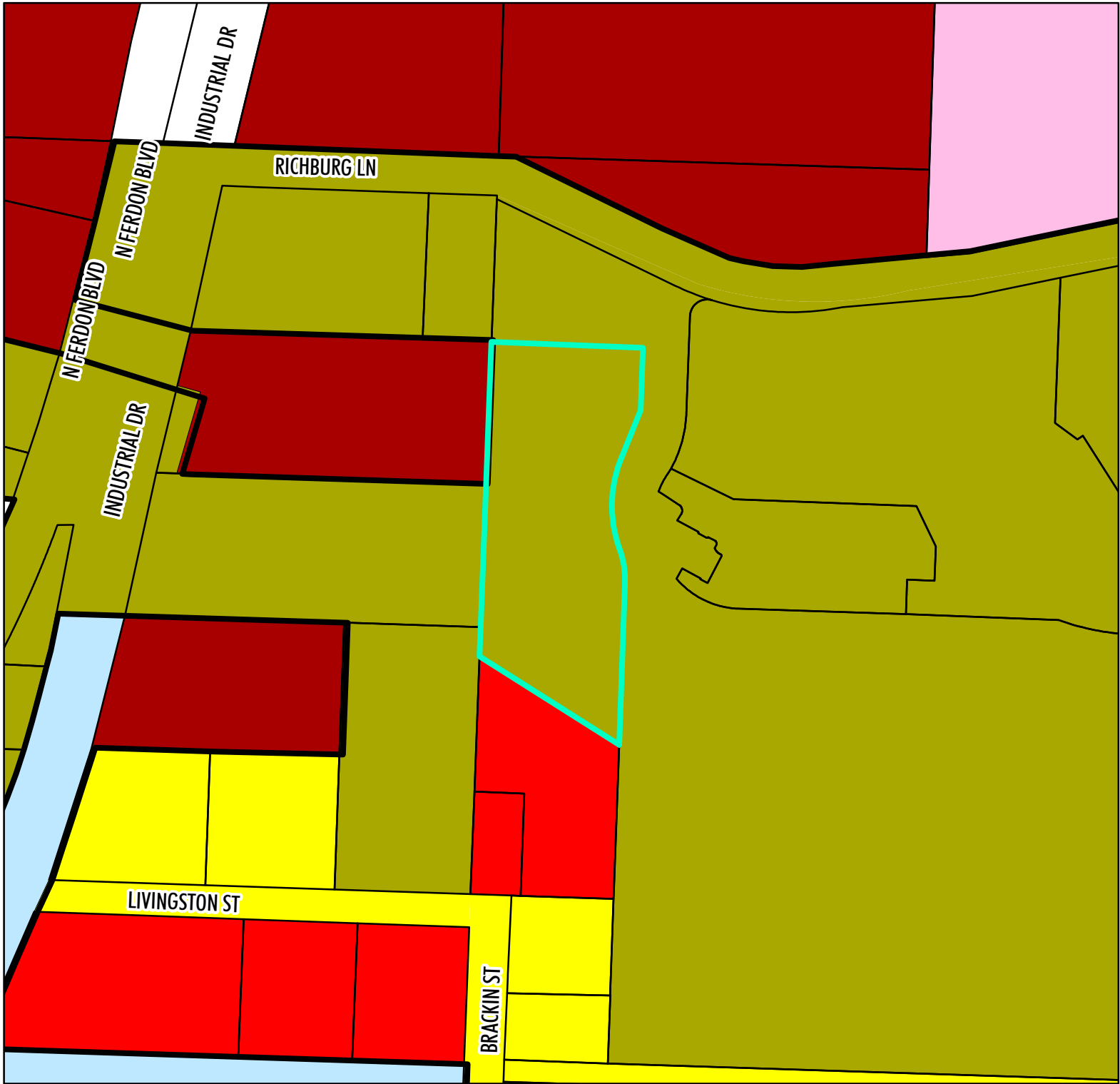
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

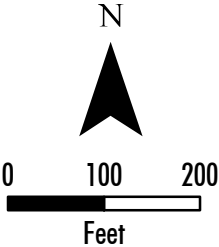
- Commercial (C)
- Low Density Residential (LDR)
- Mixed Use (MU)

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





Current Zoning



Legend

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

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

Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)

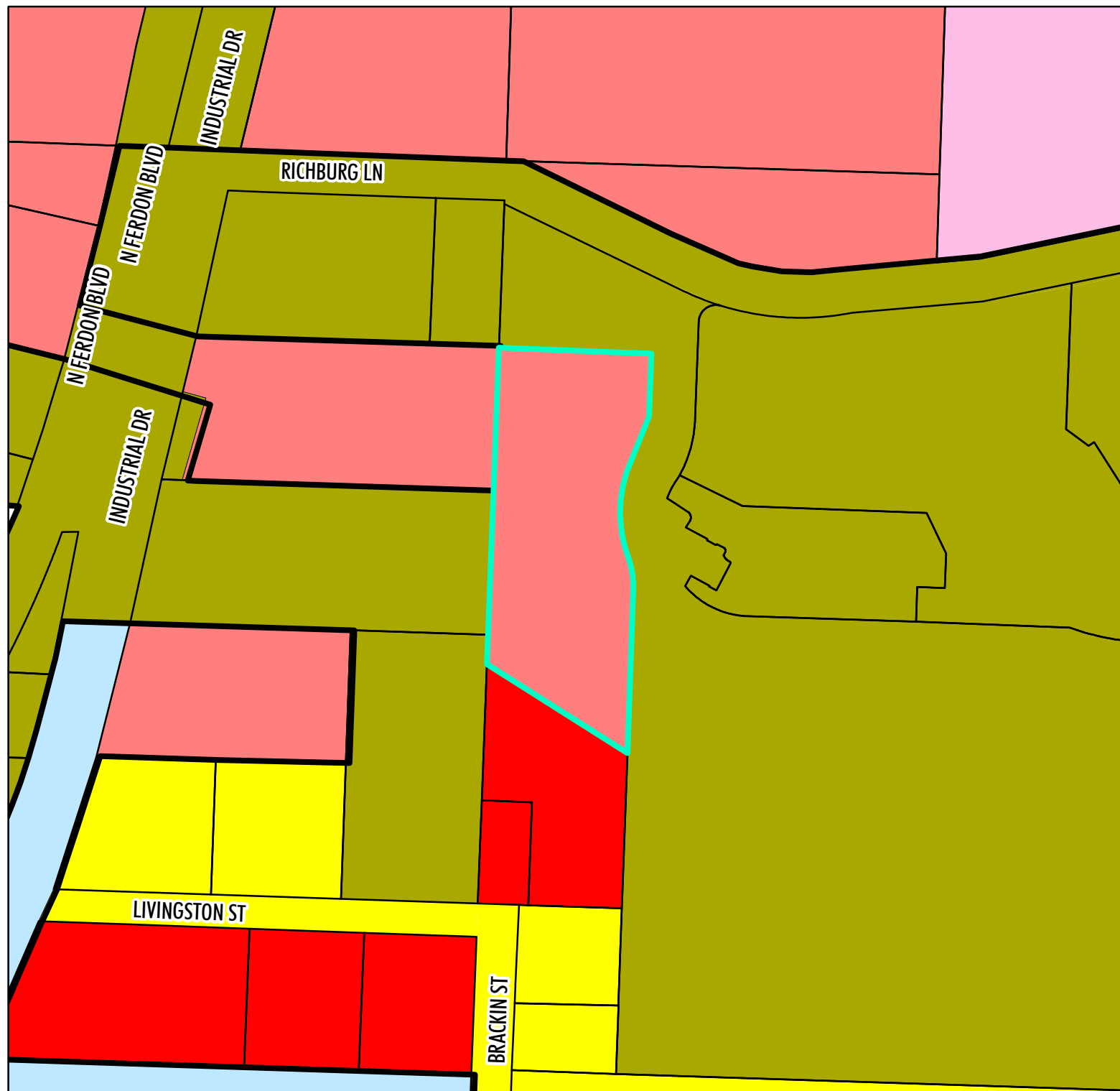
County Future Land Use

 Commercial (C)

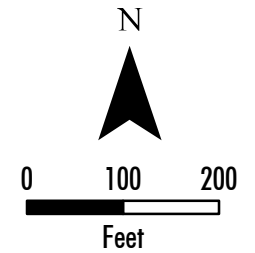
 Low Density Residential (LDR)

 Mixed Use (MU)

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



Proposed Zoning



Legend

 Subject Parcel

 City Limits

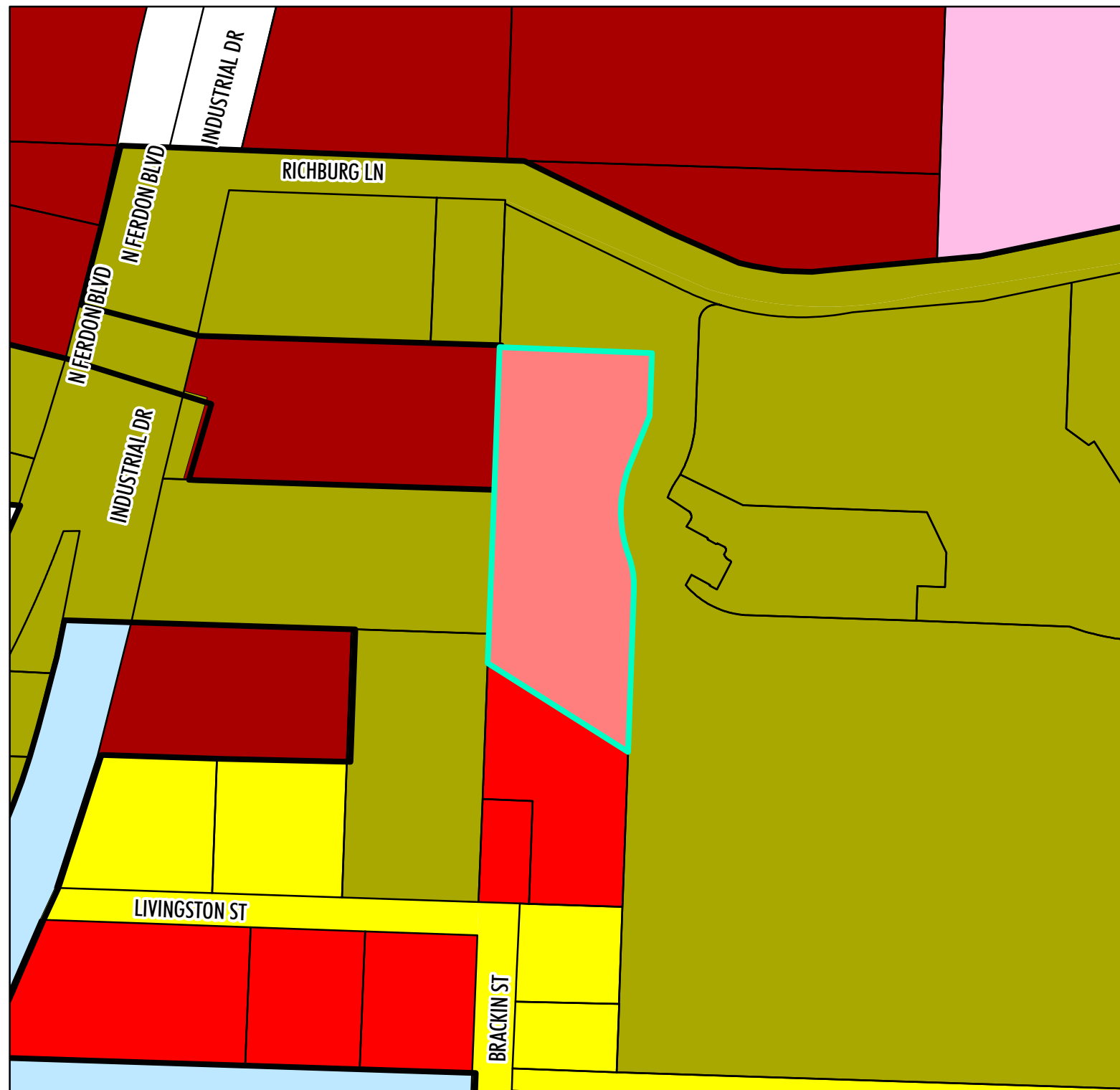
City Zoning

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

County Zoning

-  Residential - 1 (R-1)
-  Mixed Use (MU)
-  General Commercial (C-3)

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: April 10, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 4/5/2023
SUBJECT: Ordinance 1923 - Richburg Lane Comp Plan Amendment

BACKGROUND:

On September 13, 2021, staff received a Petition for Utility Services for a property located at 2810 Richbourg Lane, which is outside the city limits of Crestview. Staff has determined that, per the agreement, the property is contiguous and eligible for annexation.

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

Staff proposes the Commercial (C) future land use designation for the property.

The Planning and Development Board recommended approval on April 3, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: GIP Crestview LLC
21805 W Field Pkwy Ste 150
Deer Park, IL 60010
Parcel ID: 09-3N-23-0000-0011-001C
Site Size: 2.45 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Commercial

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant
South	Okaloosa County Commercial	Okaloosa County General Commercial	Commercial
West	Okaloosa County Mixed Use and Commercial (C)	Okaloosa County Mixed Use and Commercial High-Intensity District (C-2)	Commercial

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the proposed land-use and zoning designations, the property use will continue as commercial.

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.

A notice was sent to the property owner on March 3, 2023. Courtesy notices were mailed to property owners within 300 feet of the subject property on March 14, 2023. The property was posted on March 20, 2023. An advertisement ran in the Crestview News Bulletin on March 23 & 30, 2023.

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

There are no fees for this comprehensive plan amendment. There is no additional cost of advertising as the comprehensive plan amendment was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests that the Council approve Ordinance 1923 on First Reading and move to Second Reading for adoption.

Attachments

1. 2810 Richbourg Lane Out of City Water
2. Exhibit Packet

ORDINANCE: 1923

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED USE TO COMMERCIAL (C) ON APPROXIMATELY 2.45 ACRES, MORE OR LESS, IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Commercial (C) on a parcel of land containing 2.45 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 2.45 acres of land, more or less, from Okaloosa County Mixed Use to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 2.45 acres, more or less, is known as Parcel 09-3N-23-0000-0011-001C and commonly described as:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, THENCE PROCEED S 2°12'07" W, A DISTANCE OF 62.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF RICHBURG LANE, THENCE PROCEED S 2°12'04" W, A DISTANCE OF 208.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE PROCEED S 2°12'04" W, A DISTANCE OF 461.51 FEET TO A POINT; THENCE PROCEED S 59°27'36" E, A DISTANCE OF 237.11 FEET TO A POINT; THENCE PROCEED

N 2°12'04" E, A DISTANCE OF 218.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 136.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 54.55 FEET THROUGH A CENTRAL ANGLE OF 22°58'55" (CHORD: N 9°17'24" W, 54.19 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 185.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 137.90 FEET THROUGH A CENTRAL ANGLE OF 42°42'32" (CHORD: N 0°34'24" E, 134.73 FEET) TO A POINT OF TANGENCY; THENCE PROCEED N 21°55'40" E, A DISTANCE OF 81.38 FEET TO A POINT; THENCE PROCEED N 2°07'48" E, A DISTANCE OF 91.03 FEET TO A POINT; THENCE PROCEED N 87°46'54" W, A DISTANCE OF 221.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 09-3N-23-0000-0011-001C. 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 09-3N-23-0000-0011-001C 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 24th day of April, 2023.

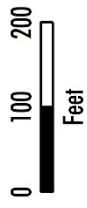
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 24th day of April, 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)

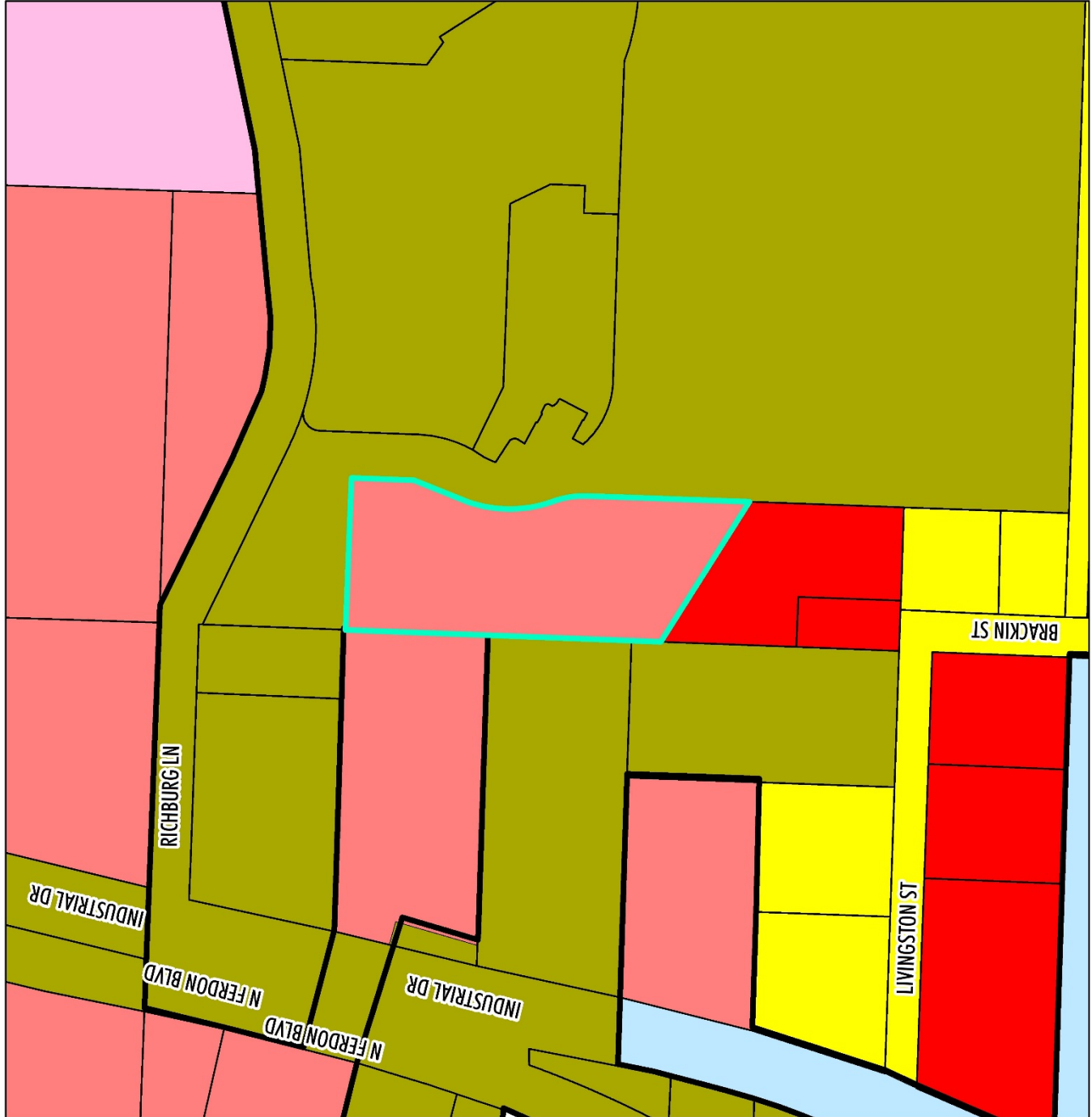
County Future Land Use

Commercial (C)

Low Density Residential (LDR)

Mixed Use (MU)

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





CITY OF CRESTVIEW PETITION FOR UTILITY SERVICE(S)

I (We), the undersigned citizen(s) or business entity, located within the confines of Okaloosa County and adjacent to but outside the corporate limits of Crestview, Florida do hereby petition and request the City of Crestview to provide residential or commercial potable water or sewer or both service(s) of the City.

By this petition, and if accepted, I (we) understand the provisions imposed by Articles II and IV, of Chapter 90 of the City Code apply, and that concurrency must be authorized and available pursuant to Chapter 163, F.S. and the Crestview Comprehensive Plan.

I (we) further understand that as a condition of the City agreeing to provide water and/or sewer services to such property, the Customer(s) agree to annex the property into the city if the property is contiguous to existing city boundaries or becomes contiguous in the future and meets the requirements of the Ch 171, Florida Statutes and City of Crestview Annexation Policy #90-1.

Address of Property: 2810 Richburg Lane, Crestview, Florida 32539

Location of Property: Crestview, Florida

Tax I.D. Number: 84-2671640

Type (s) of Service Requested: Water and Sewer

I (we) the undersigned citizen(s) or business entity further understand that upon Administrative approval, a Municipal Services Agreement shall be executed between the City and petitioners and all fees paid as a condition precedent to utility services.

Rachel Jerkins as agent for GIP Crestview, LLC
Printed Name of Property Owner

9/13/2021
Date

Printed Name of Property Owner

Date

Rachel Jerkins
Signature of Property Owner

850-418-6783
Telephone Number

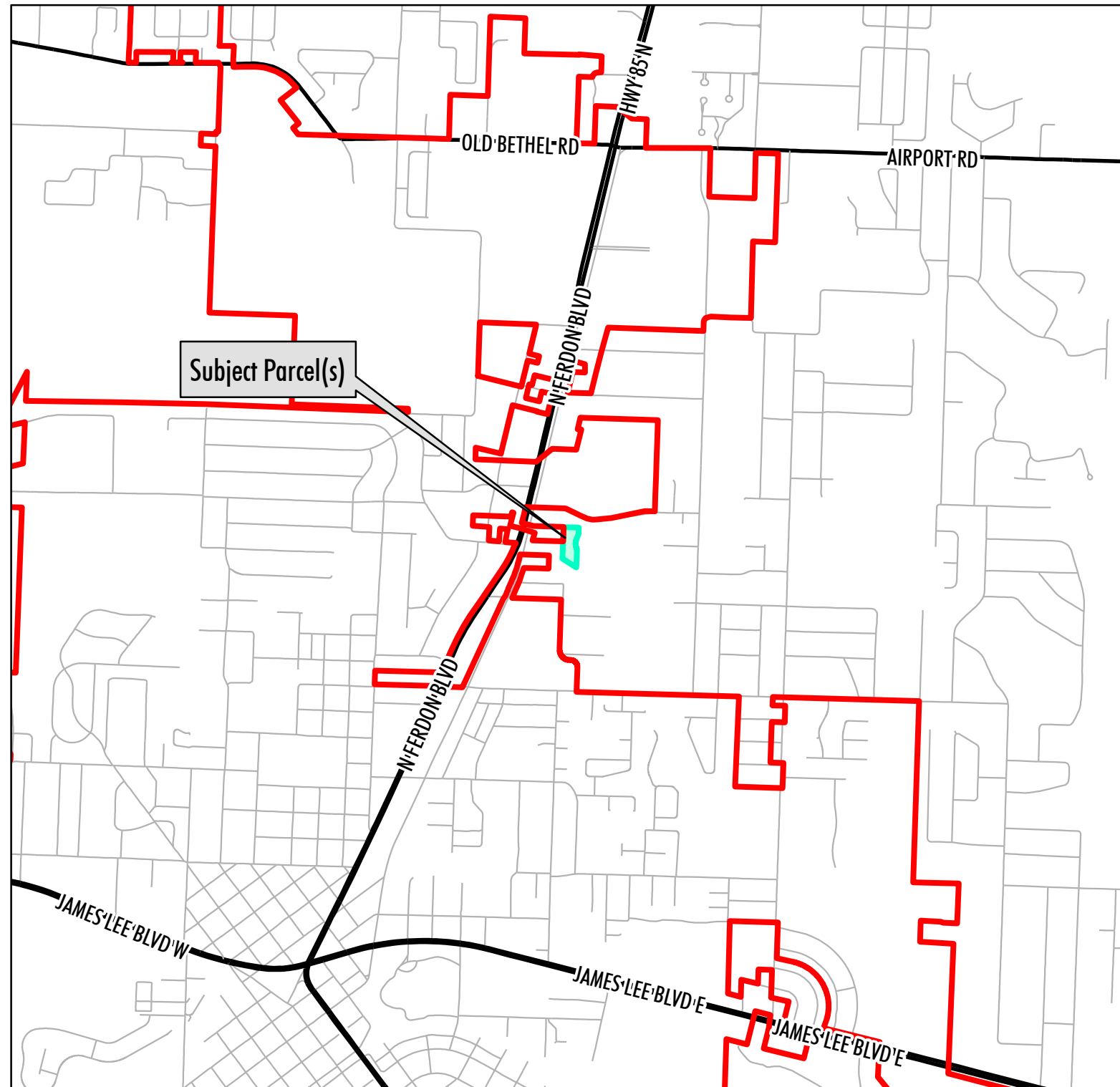
Signature of Property Owner

Telephone Number

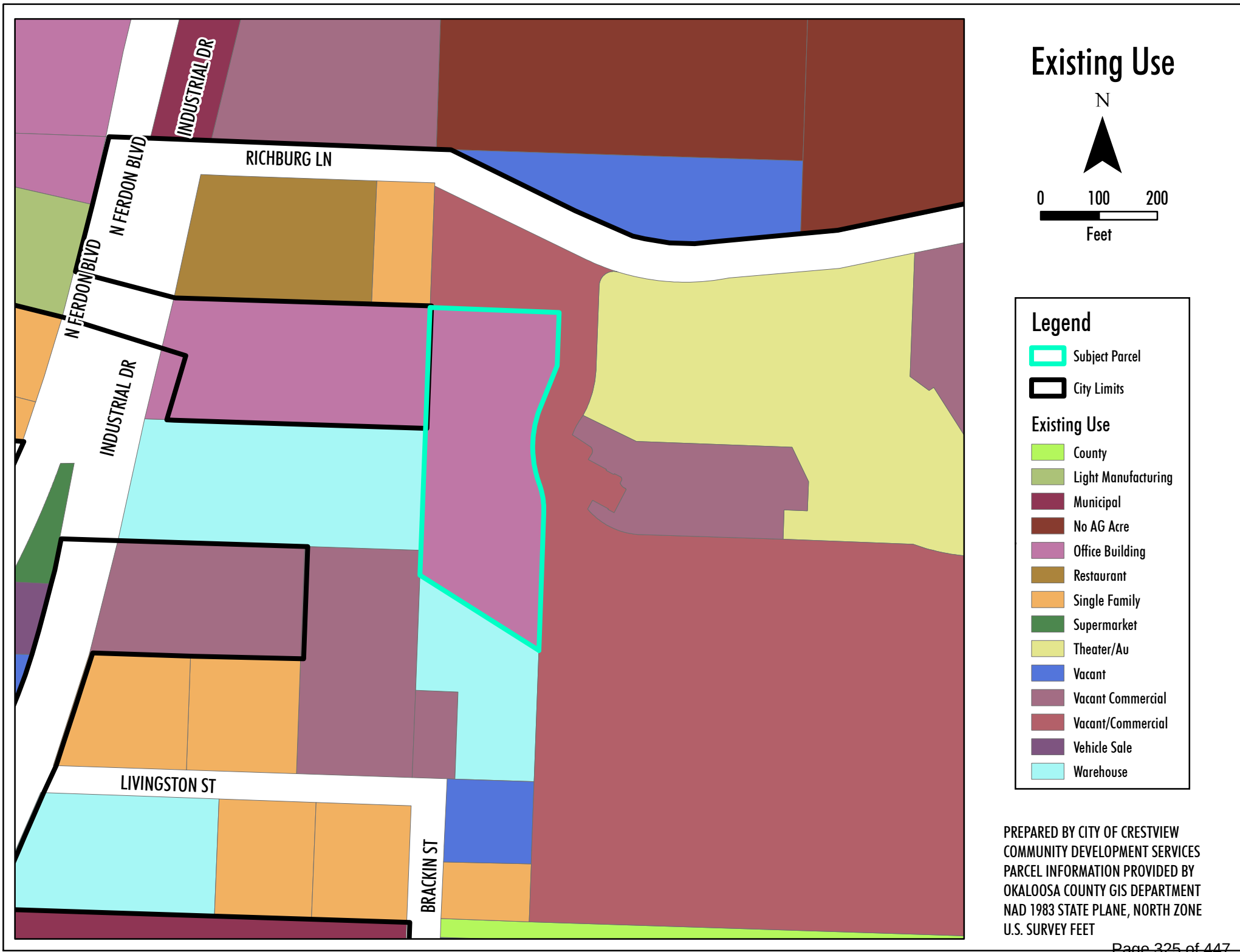
Vicinity Map



Not to Scale



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



Current Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

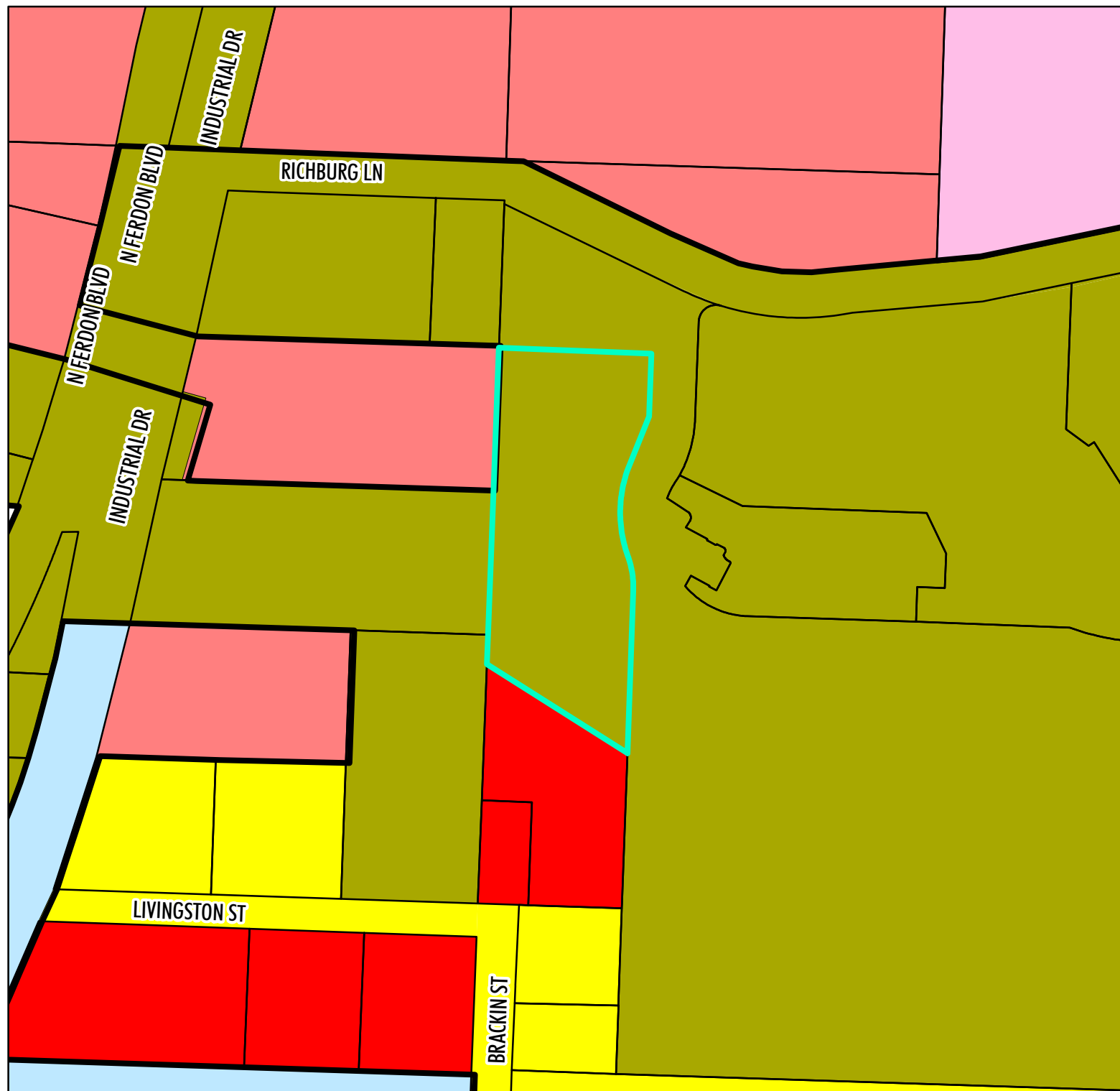
City Future Land Use

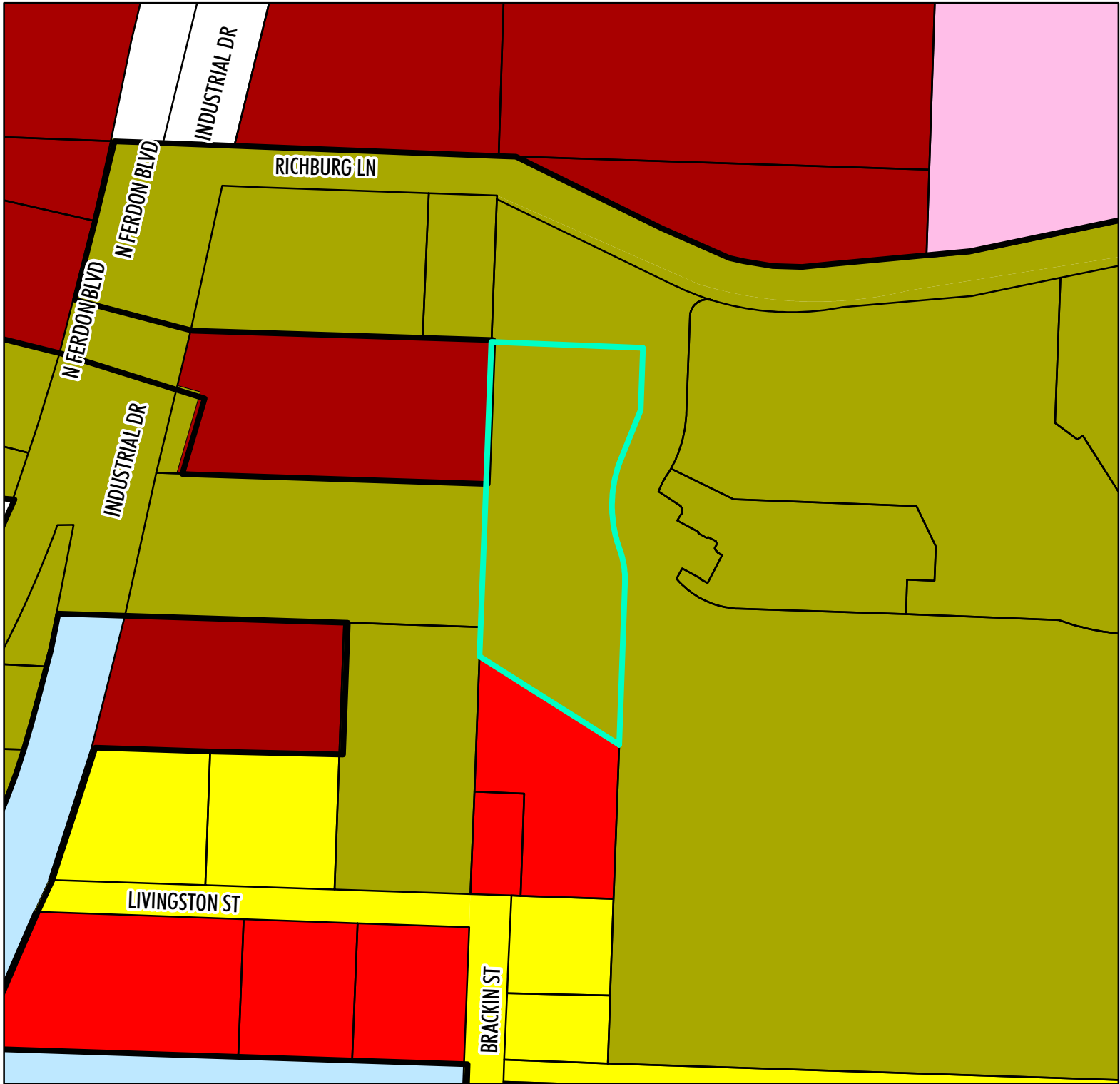
-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)

County Future Land Use

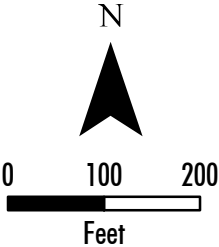
-  Commercial (C)
-  Low Density Residential (LDR)
-  Mixed Use (MU)

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





Current Zoning



Legend

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

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

Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)

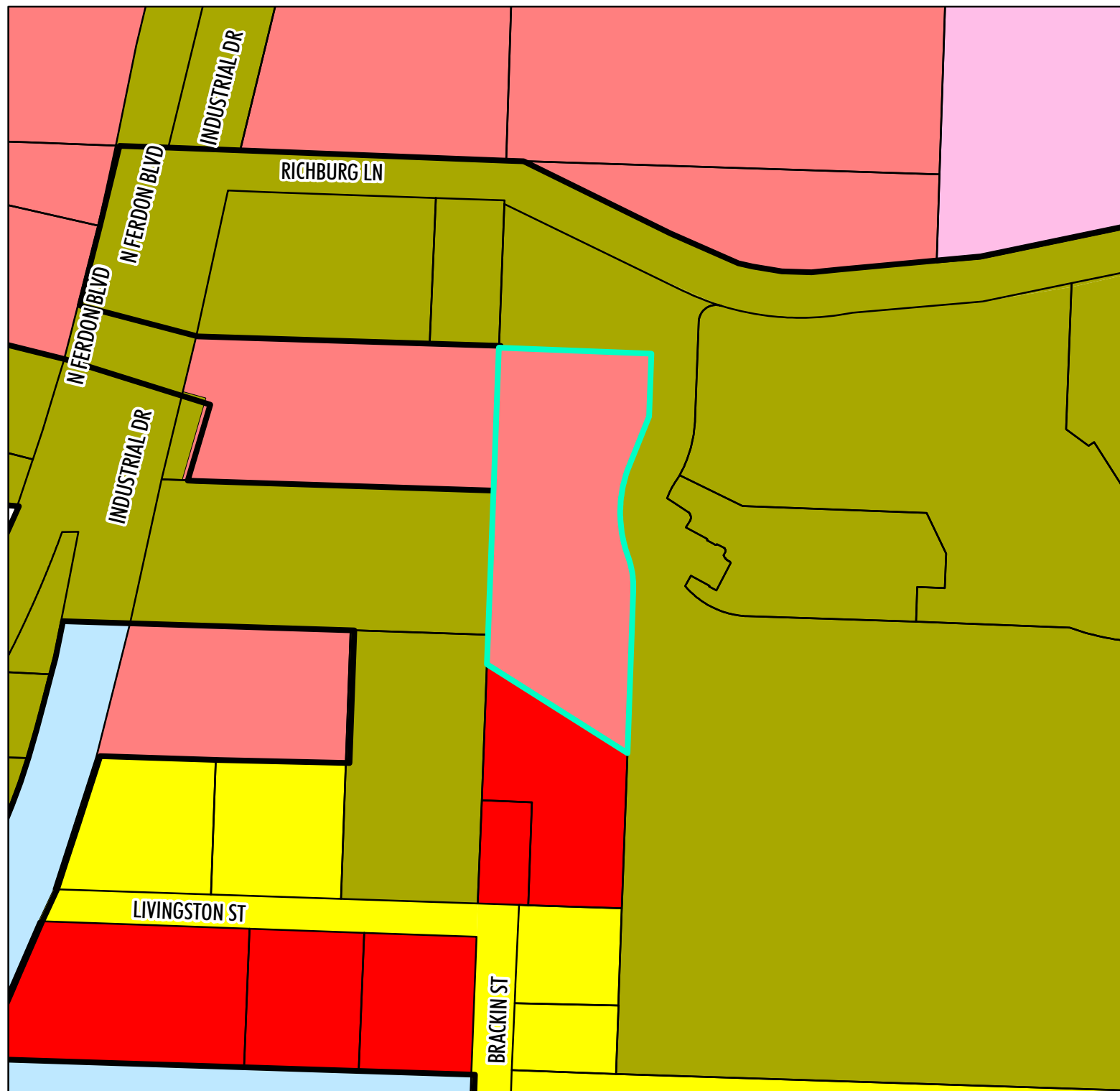
County Future Land Use

 Commercial (C)

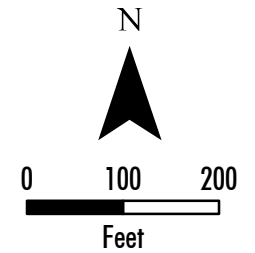
 Low Density Residential (LDR)

 Mixed Use (MU)

PREPARED BY CITY OF CRESTVIEW
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U.S. SURVEY FEET



Proposed Zoning



Legend

 Subject Parcel

 City Limits

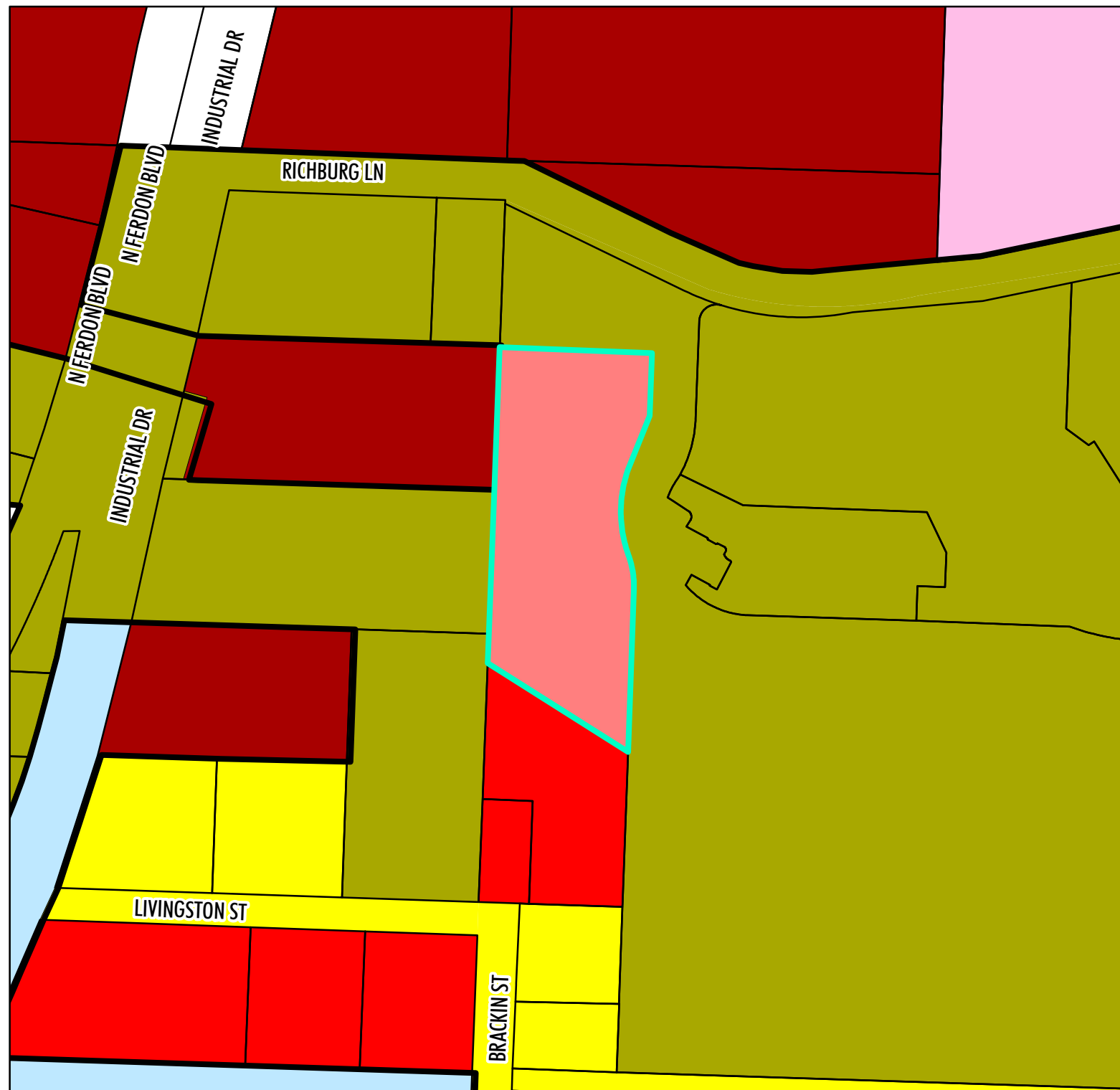
City Zoning

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

County Zoning

-  Residential - 1 (R-1)
-  Mixed Use (MU)
-  General Commercial (C-3)

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





Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 4/5/2023
SUBJECT: Ordinance 1924 - Richburg Lane Rezoning

BACKGROUND:

On September 13, 2021, staff received a Petition for Utility Services for a property located at 2810 Richbourg Lane, which is outside the city limits of Crestview. Staff has determined that, per the agreement, the property is contiguous and eligible for annexation.

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

Staff proposes the Commercial Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval on April 3, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: GIP Crestview LLC
21805 W Field Pkwy Ste 150
Deer Park, IL 60010
Parcel ID: 09-3N-23-0000-0011-001C
Site Size: 2.45 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Commercial

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

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Vacant
South	Okaloosa County Commercial	Okaloosa County General Commercial	Commercial
West	Okaloosa County Mixed Use and Commercial (C)	Okaloosa County Mixed Use and Commercial High-Intensity District (C-2)	Commercial

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the proposed land-use and zoning designations, the property use will continue as commercial.

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.

A notice was sent to the property owner on March 3, 2023. Courtesy notices were mailed to property owners within 300 feet of the subject property on March 14, 2023. The property was posted on March 20, 2023. An advertisement ran in the Crestview News Bulletin on March 23 & 30, 2023.

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

There are no fees for this rezoning. There is no additional cost of advertising as the rezoning was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests that the Council approve Ordinance 1924 on First Reading and move to Second Reading for adoption.

Attachments

1. 2810 Richbourg Lane Out of City Water
2. Exhibit Packet

ORDINANCE: 1924

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.45 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 2.45 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.45 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1923, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 09-3N-23-0000-0011-001C

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, THENCE PROCEED S 2°12'07" W, A DISTANCE OF 62.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF RICHBURG LANE, THENCE PROCEED S 2°12'04" W, A DISTANCE OF 208.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE PROCEED S 2°12'04" W, A DISTANCE OF 461.51 FEET TO A POINT; THENCE PROCEED S 59°27'36" E, A DISTANCE OF 237.11 FEET TO A POINT; THENCE PROCEED N 2°12'04" E, A DISTANCE OF 218.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 136.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 54.55 FEET THROUGH A CENTRAL ANGLE OF 22°58'55" (CHORD: N 9°17'24" W, 54.19 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 185.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 137.90 FEET THROUGH A CENTRAL ANGLE OF 42°42'32" (CHORD: N 0°34'24" E, 134.73 FEET) TO A POINT OF TANGENCY; THENCE PROCEED N 21°55'40" E, A DISTANCE OF 81.38 FEET TO A POINT; THENCE PROCEED N 2°07'48" E, A DISTANCE OF 91.03 FEET TO A POINT; THENCE PROCEED N 87°46'54" W, A DISTANCE OF 221.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1923 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 24th day of April, 2023.

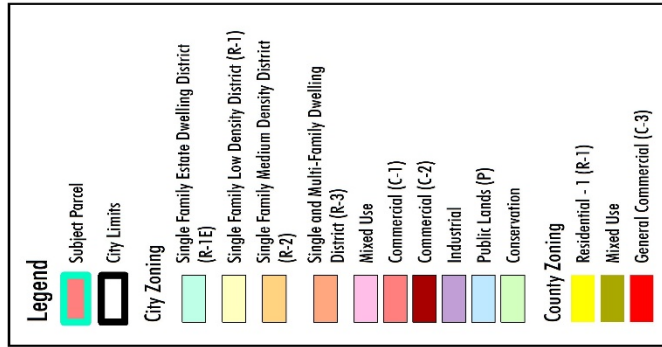
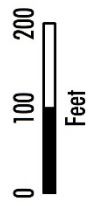
ATTEST:

Maryanne Schrader
City Clerk

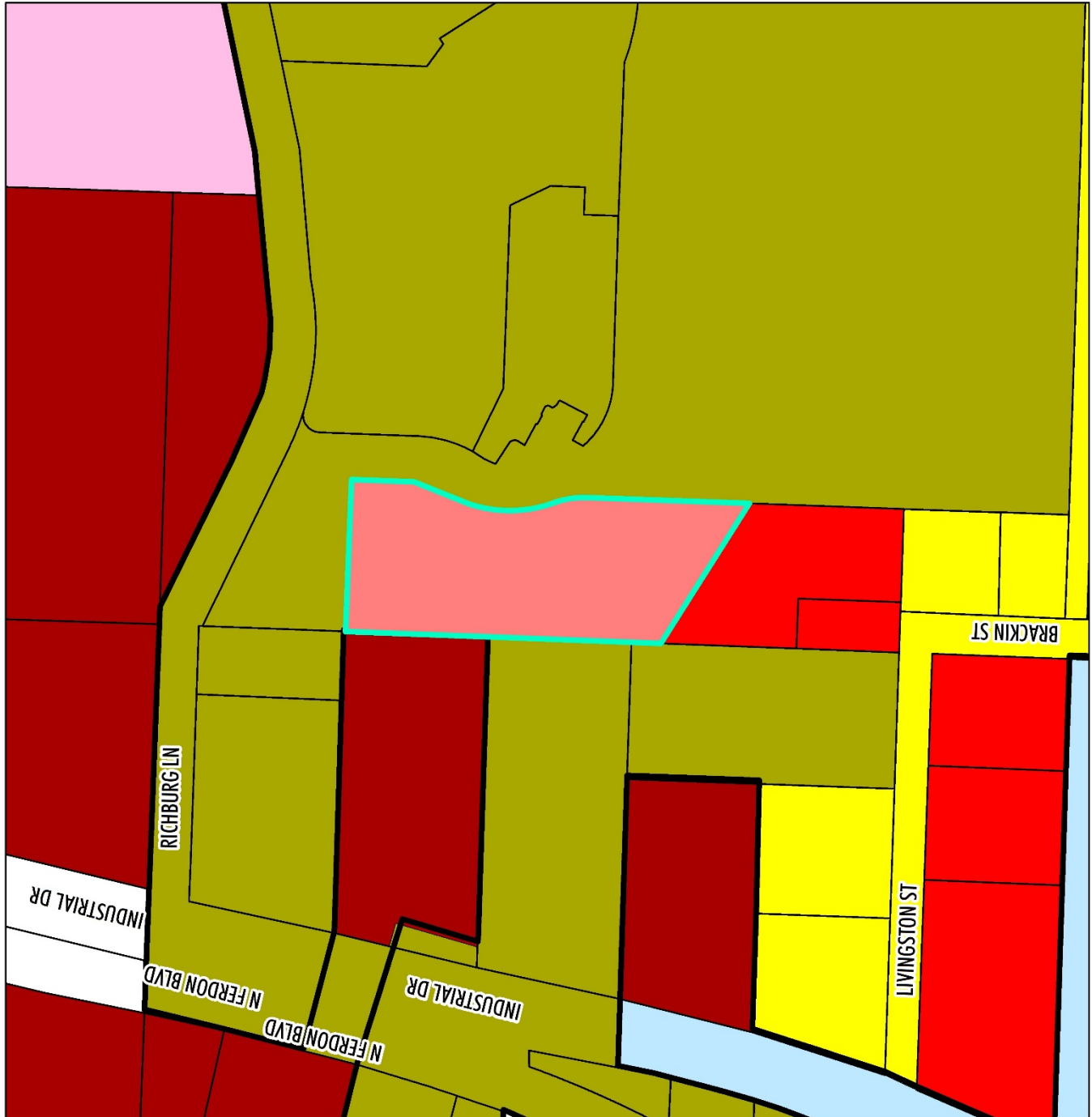
Approved by me this 24th day of April, 2023.

J. B. Whitten
Mayor

Adopted Zoning



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





CITY OF CRESTVIEW PETITION FOR UTILITY SERVICE(S)

I (We), the undersigned citizen(s) or business entity, located within the confines of Okaloosa County and adjacent to but outside the corporate limits of Crestview, Florida do hereby petition and request the City of Crestview to provide residential or commercial potable water or sewer or both service(s) of the City.

By this petition, and if accepted, I (we) understand the provisions imposed by Articles II and IV, of Chapter 90 of the City Code apply, and that concurrency must be authorized and available pursuant to Chapter 163, F.S. and the Crestview Comprehensive Plan.

I (we) further understand that as a condition of the City agreeing to provide water and/or sewer services to such property, the Customer(s) agree to annex the property into the city if the property is contiguous to existing city boundaries or becomes contiguous in the future and meets the requirements of the Ch 171, Florida Statutes and City of Crestview Annexation Policy #90-1.

Address of Property: 2810 Richburg Lane, Crestview, Florida 32539

Location of Property: Crestview, Florida

Tax I.D. Number: 84-2671640

Type (s) of Service Requested: Water and Sewer

I (we) the undersigned citizen(s) or business entity further understand that upon Administrative approval, a Municipal Services Agreement shall be executed between the City and petitioners and all fees paid as a condition precedent to utility services.

Rachel Jerkins as agent for GIP Crestview, LLC
Printed Name of Property Owner

9/13/2021
Date

Printed Name of Property Owner

Date

Rachel Jerkins
Signature of Property Owner

850-418-6783
Telephone Number

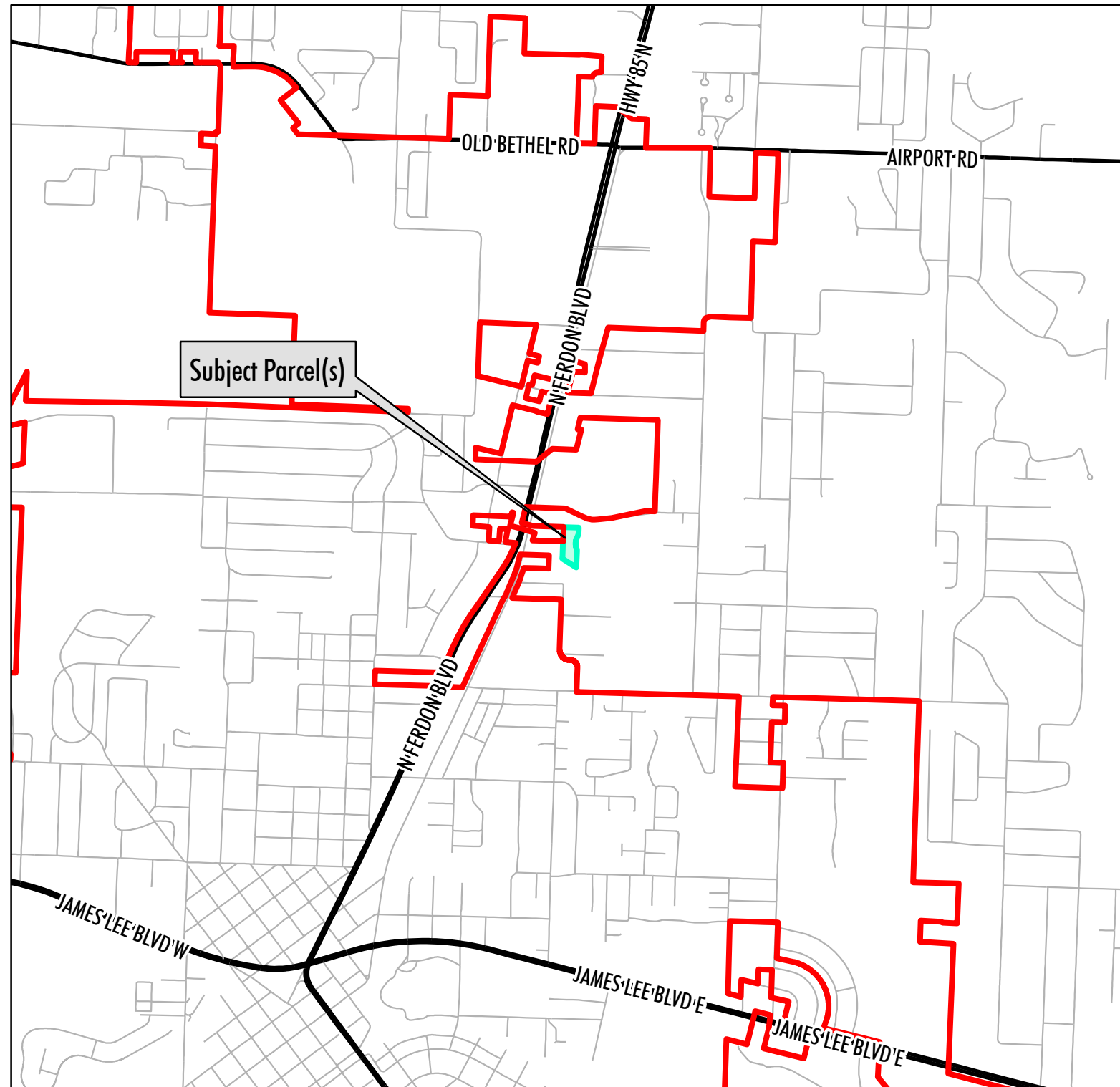
Signature of Property Owner

Telephone Number

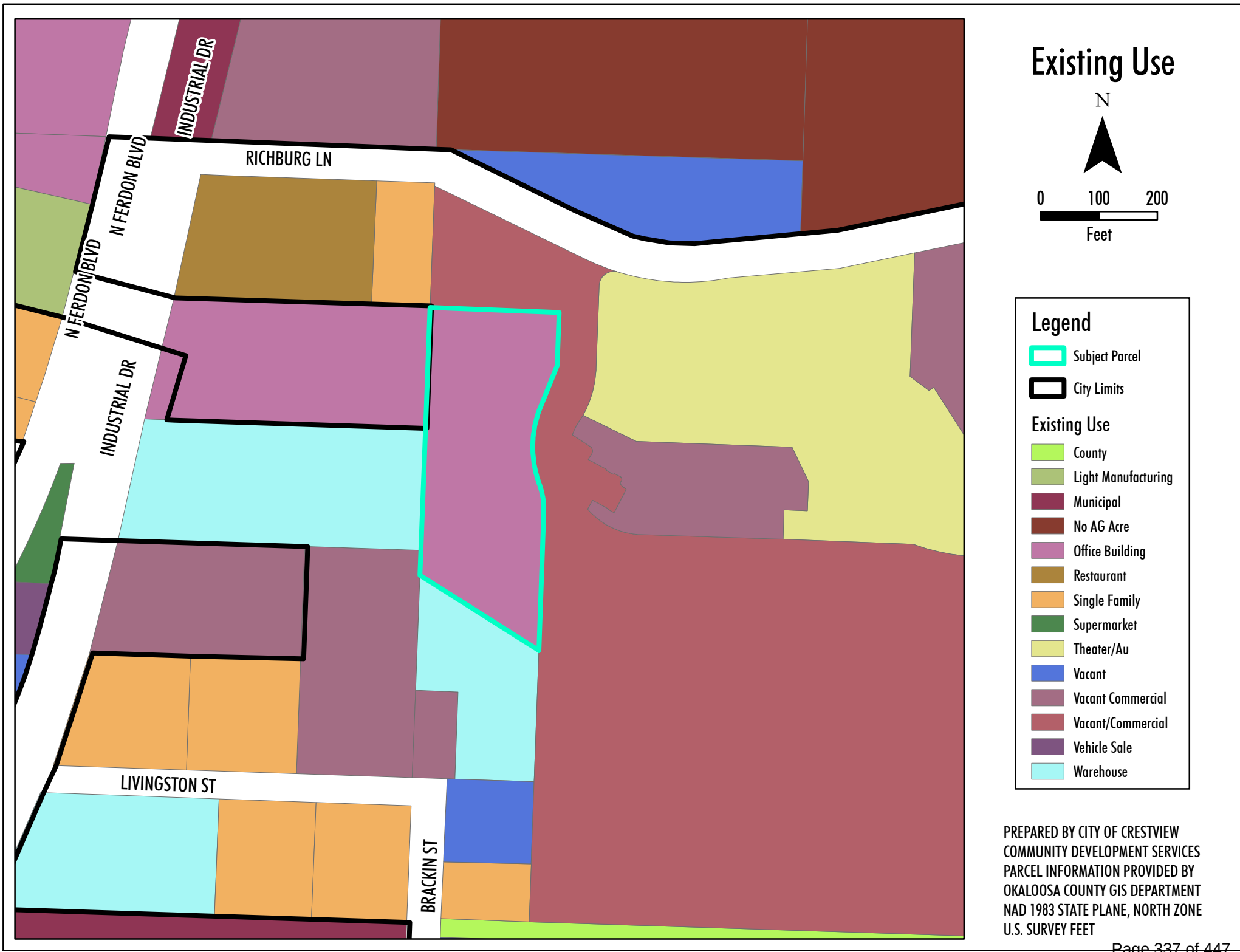
Vicinity Map



Not to Scale



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



Current Future Land Use

N



0 100 200
Feet

Legend

Subject Parcel

City Limits

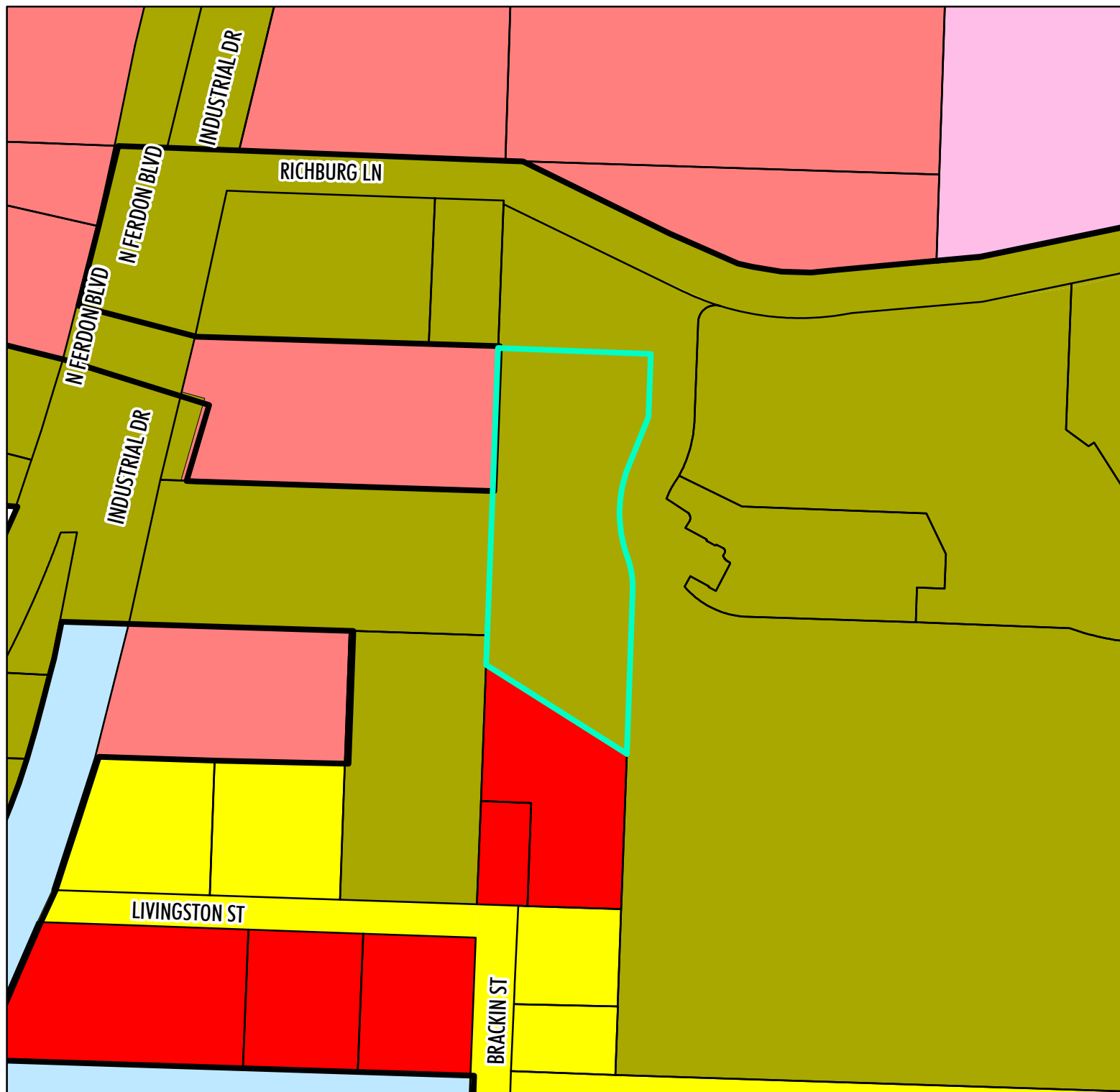
City Future Land Use

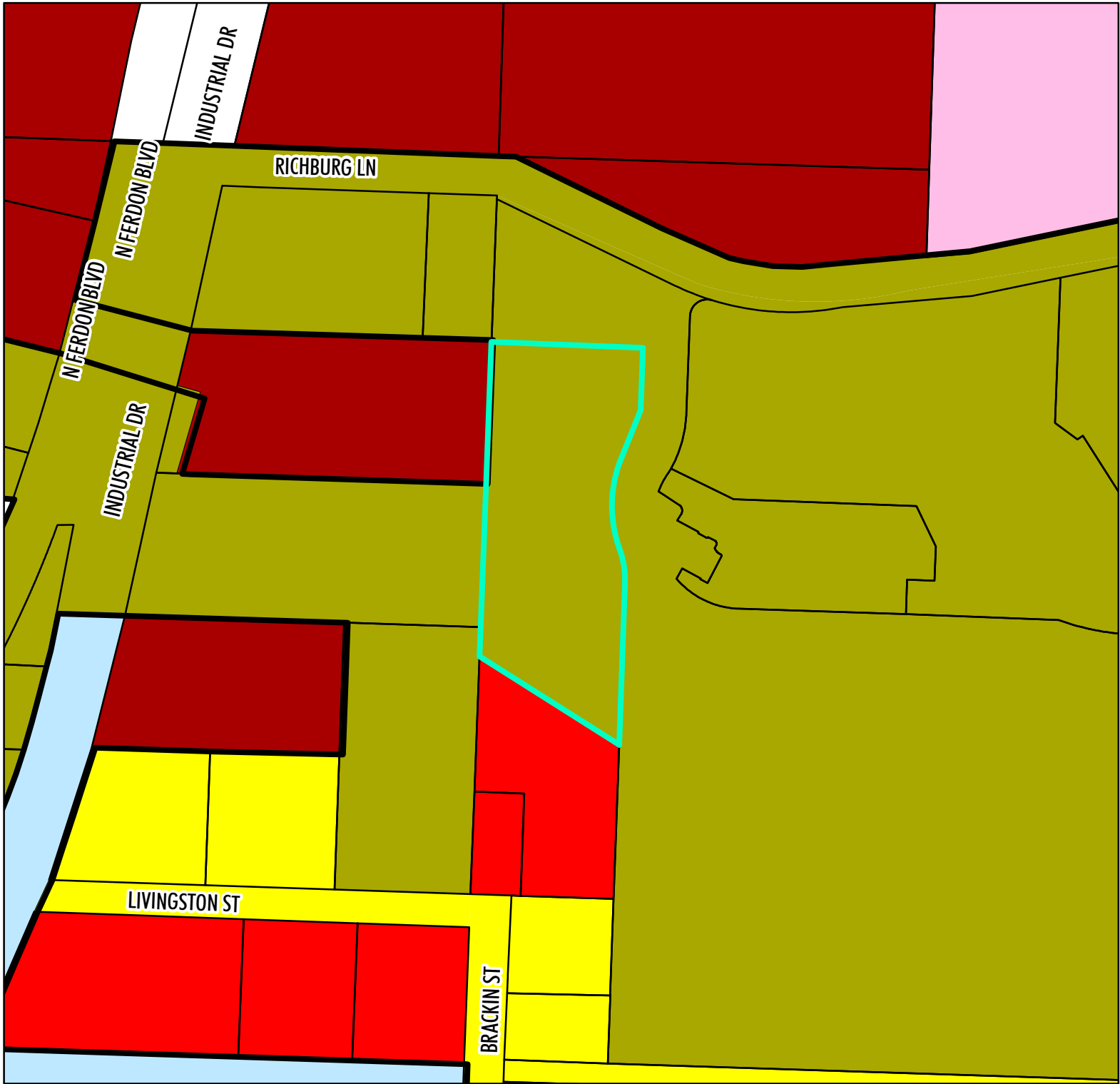
- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

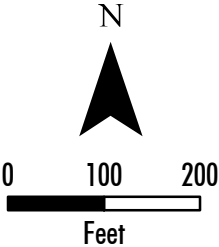
- Commercial (C)
- Low Density Residential (LDR)
- Mixed Use (MU)

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





Current Zoning



Legend

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

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

Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

 Residential (R)

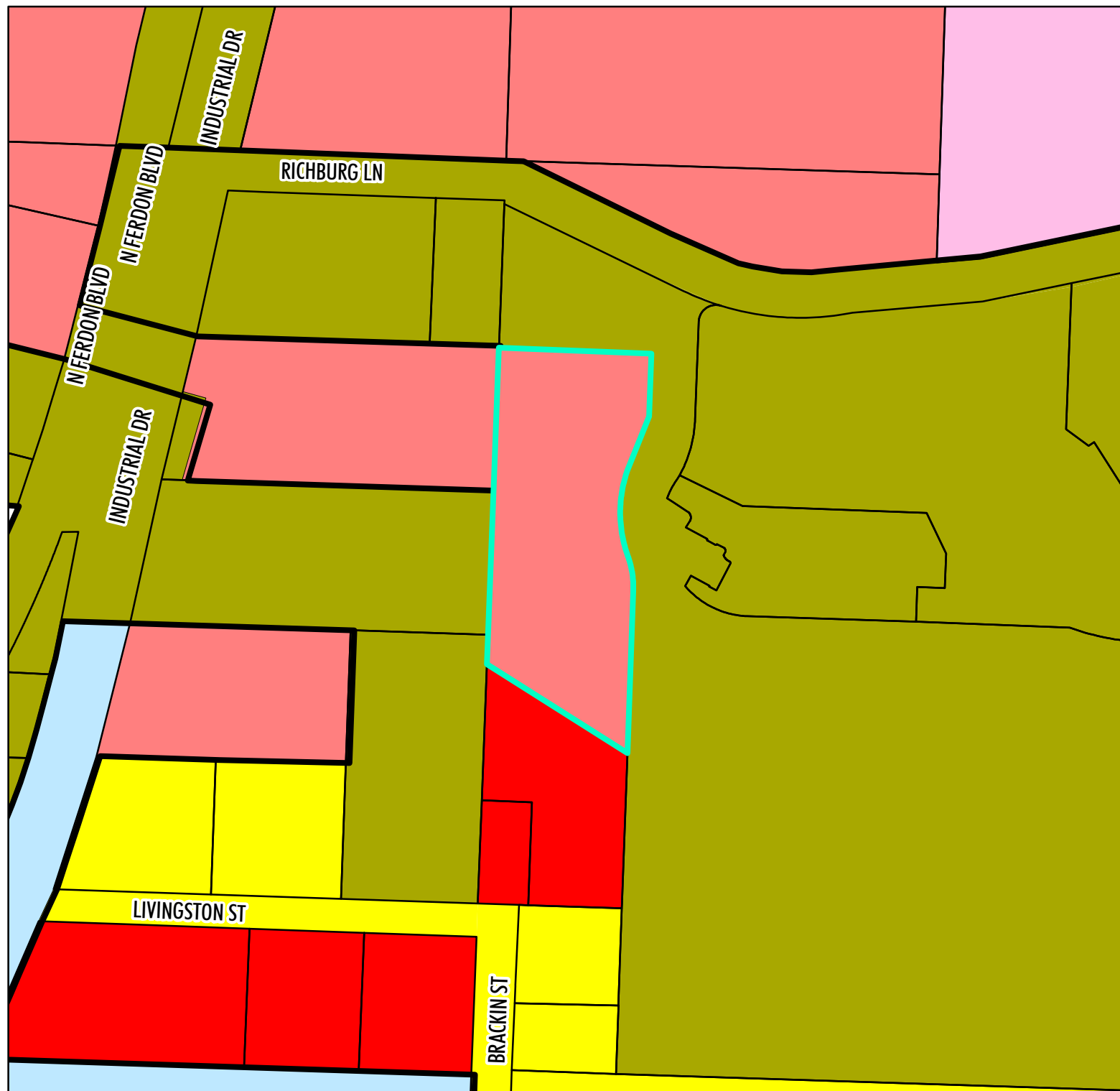
County Future Land Use

 Commercial (C)

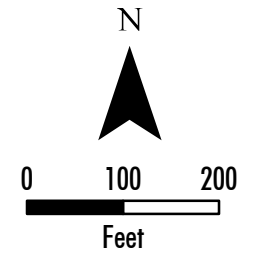
 Low Density Residential (LDR)

 Mixed Use (MU)

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



Proposed Zoning



Legend

 Subject Parcel

 City Limits

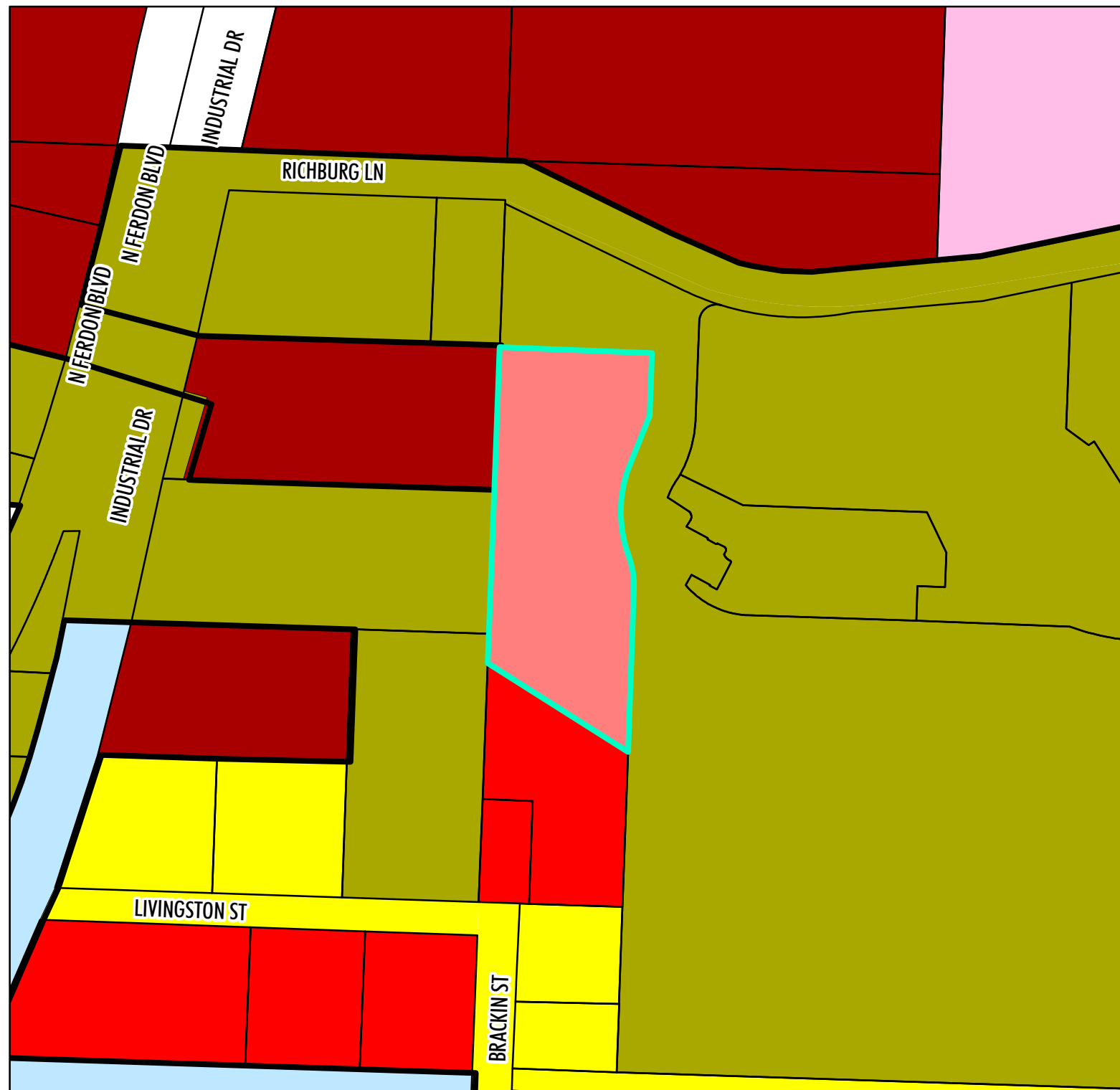
City Zoning

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

County Zoning

-  Residential - 1 (R-1)
-  Mixed Use (MU)
-  General Commercial (C-3)

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: April 10, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 4/5/2023
SUBJECT: Ordinance 1925 - Richburg Lane and Third Avenue Annexation

BACKGROUND:

On February 27, 2023 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Third Avenue and at 2828 Richburg Lane.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential & Mixed Use and Residential-1 & Mixed Use, respectively.

On April 3, 2023, the Planning and Development Board recommended Ordinance 1925 not be approved.

DISCUSSION:

The property description is as follows:

Property Owner: MH Crestview Land LLC
17005 Emerald Coast Pkwy
Destin, FL 32541
Parcel ID: 04-3N-23-1840-0012-0080
09-3N-23-0000-0011-001A
Site Size: 23.28 acres
Current FLU: Okaloosa County Low Density Residential & Mixed Use
Current Zoning: Okaloosa County Residential-1 & Mixed Use
Current Land Use: Vacant

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

Third Avenue Parcel

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Mixed Use (MU)	Mixed Use (MU)	Vacant
West	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential

Richburg Parcel

Direction	FLU	Zoning	Existing Use
North	Commercial (C) & Mixed Use (MU)	Commercial High-Intensity District (C-2) & Mixed Use (MU)	Commercial & Vacant
East	Okaloosa County Low Density Residential & Mixed Use	Okaloosa County Residential-1 & Mixed Use	Residential & Commercial
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential & Vacant
West	Okaloosa County Commercial, Low Density Residential & Mixed Use	Okaloosa County General Commercial, Residential-1 & Mixed Use	Commercial, Residential & Vacant

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential 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 March 14, 2023. The property was posted on March 20, 2023. An advertisement ran in the Crestview News Bulletin on March 23 & 30, 2023.

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 that the Council approve Ordinance 1925 on First Reading and move to Second Reading for adoption.

Attachments

1. Attachment 4 MH annex land rezone
2. Exhibit Packet

ORDINANCE: 1925

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 23.28 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

PIN # 04-3N-23-1840-0012-0080 (Deed recorded in Book 3654, page 4694, dated December 12, 2022)

LOT 8, BLOCK 12, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PIN # 09-3N-23-0000-0011-001A (Deed recorded in Book 3657, page 1128, dated December 5, 2022)

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION), MARKING THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°08'22" WEST, A DISTANCE OF 62.99 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF RICHBOURG LANE AND THE POINT OF BEGINNING; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 64°11'04" EAST, A DISTANCE OF 232.86 FEET; THENCE SOUTH 66°25'43" EAST, A DISTANCE OF 114.49 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°02'50", A DISTANCE OF 45.84 FEET

(CHORD=BEARING SOUTH 54°35'35" WEST, CHORD=39.68 FEET); THENCE SOUTH 02°04'10" WEST, A DISTANCE OF 141.69 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 183.00 FEET ; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'46", A DISTANCE OF 97.24 FEET (CHORD BEARING=SOUTH 17°17'33" WEST, CHORD LENGTH=96.10 FEET), TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'41" A DISTANCE OF 25.48 FEET (CHORD BEARING=SOUTH 26°40'35" WEST, CHORD=25.43 FEET); THENCE SOUTH 56°55'44" EAST, A DISTANCE OF 25.85 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°47'25", A DISTANCE OF 15.50 FEET (CHORD BEARING=SOUTH 12°32'01" EAST, CHORD=13.99 FEET); THENCE SOUTH 31°51'41" WEST, A DISTANCE OF 10.61 FEET; THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 35.10 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 3.14 FEET (CHORD BEARING=SOUTH 16°42'35" EAST, CHORD=2.83 FEET); THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 12.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 3.14 FEET (CHORD BEARING=NORTH 73°17'25" EAST, CHORD=2.83 FEET); THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 11.14 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°58'29", A DISTANCE OF 7.24 FEET (CHORD BEARING=SOUTH 20°13'21" EAST, CHORD=6.62 FEET); THENCE SOUTH 27°53'02" WEST, A DISTANCE OF 5.29 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 15.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°20'26", A DISTANCE OF 13.62 FEET (CHORD BEARING=SOUTH 45°05'48" EAST, CHORD=13.20 FEET), TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 22.98 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°41'12", A DISTANCE OF 2.28 FEET (CHORD BEARING=SOUTH 23°16'09" EAST, CHORD=2.28 FEET); THENCE SOUTH 27°34'34" WEST, A DISTANCE OF 44.53 FEET; THENCE NORTH 61°42'35" WEST, A DISTANCE OF 11.99 FEET; THENCE NORTH 28°17'25" EAST, A DISTANCE OF 1.00 FEET; THENCE NORTH 61°42'35" WEST, A DISTANCE OF 30.68 FEET; THENCE SOUTH 28°17'25" WEST, A DISTANCE OF 16.56 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°47'27", A DISTANCE OF 108.63 FEET (CHORD BEARING=SOUTH 62°57'51" EAST, CHORD=105.24 FEET) THENCE SOUTH 87°51'34" EAST, A DISTANCE OF 472.22 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 360.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41'43", A DISTANCE OF 111.18 FEET (CHORD BEARING=SOUTH 79°00'42" EAST, CHORD=110.74 FEET); THENCE NORTH 02°04'10" EAST, A DISTANCE OF 333.44 FEET; THENCE SOUTH 77°01'33" EAST, A DISTANCE OF 219.60 FEET; THENCE NORTH 03°57'38" WEST, A DISTANCE OF 282.20 FEET; THENCE NORTH 81°44'56" EAST, A DISTANCE OF 176.86 FEET; THENCE SOUTH 02°04'06" WEST, A DISTANCE OF 1251.48 FEET; THENCE NORTH 88°17'57" WEST, A DISTANCE OF 1105.06 FEET; THENCE NORTH 02°08'22" EAST, A DISTANCE OF 690.59 FEET, TO THE POINT OF CURVATURE OF A CURVE

CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 136.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°58'44", A DISTANCE OF 54.54 FEET (CHORD BEARING=NORTH 09°21'00" WEST, CHORD=54.18 FEET), TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 185.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°42'20", A DISTANCE OF 137.89 FEET (CHORD BEARING=NORTH 00°30'48" EAST, CHORD=134.72 FEET); THENCE NORTH 21°51'58" EAST, A DISTANCE OF 81.38 FEET; THENCE NORTH 02°04'06" EAST, A DISTANCE OF 91.03 FEET; THENCE NORTH 87°50'33" WEST, A DISTANCE OF 221.43 FEET; THENCE NORTH 02°08'22" EAST, A DISTANCE OF 208.45 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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

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

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

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

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

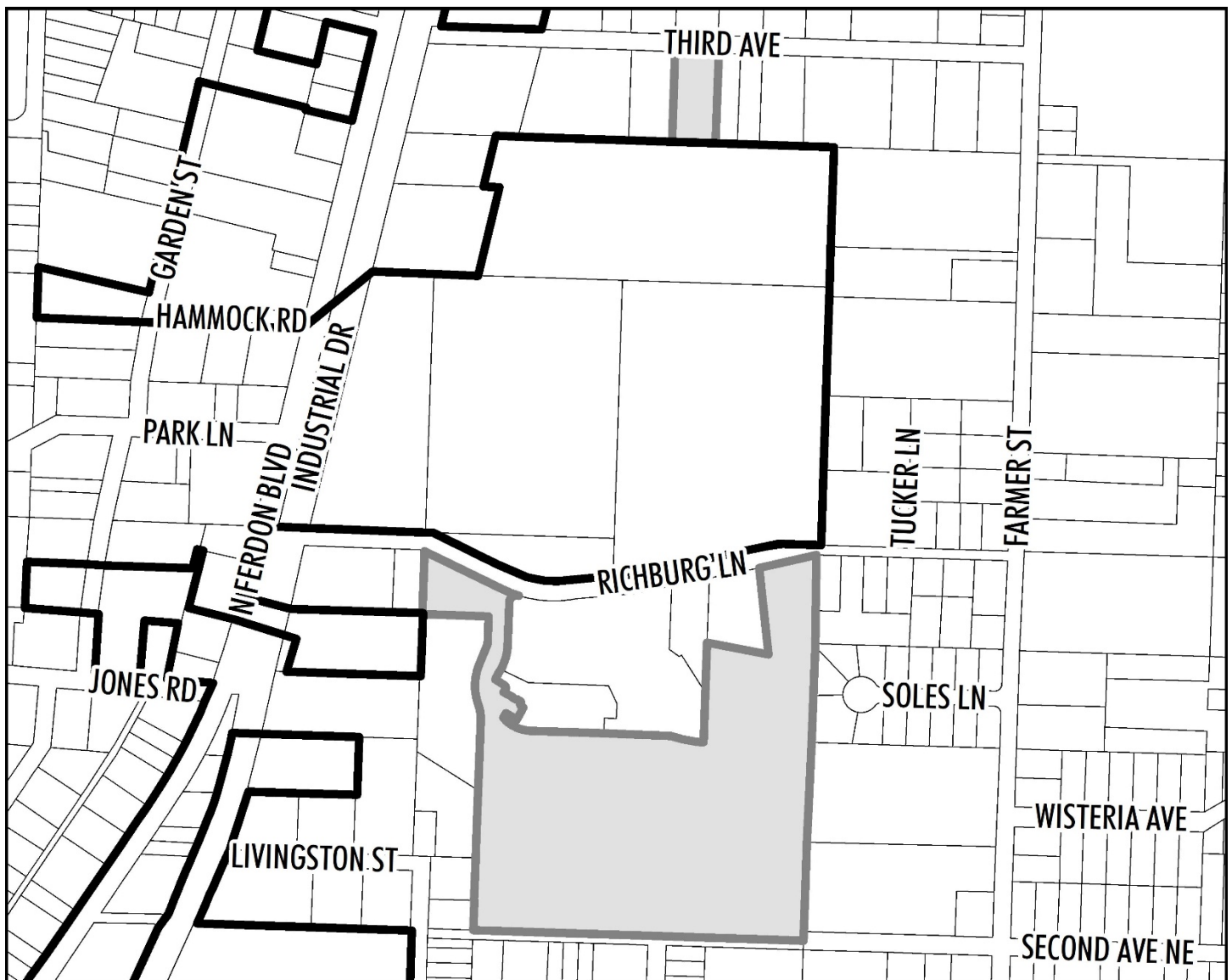
Passed and adopted on second reading by the City Council of Crestview, Florida on the 24th day of April, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 24th day of April, 2023.

J. B. Whitten
Mayor



Attachment 4

Prepared for an Annexation, Comprehensive Plan Future Land Use Map Amendment and Rezoning Request

For two properties, referenced as Parcel ID Numbers 04-3N-23-1840-0012-0080 and
09-3N-23-0000-0011-001A.

Conducted for:

MH Crestview Land LLC
17005 Emerald Coast Pkwy
Destin, FL 32541
Ph: 850.803.2000

Prepared for:

City of Crestview Community Development Services
Ph: 850.682.1560
198 Wilson St. North
Crestview, FL 32536

Prepared by:

the planning collaborative



the planning collaborative

February 20, 2023

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EXHIBIT 1B – Okaloosa Future Land Use Map	
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EXHIBIT 2B – Okaloosa Zoning Map	
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EXHIBIT 4 – FEMA Flood Insurance Rate Map	

PURPOSE AND INTRODUCTION

This report supports a request to annex two (2) lots into the City of Crestview and amend the Crestview Future Land Use Map and Zoning Map to allow for the construction of residential uses. This request is respectfully submitted to amend the parcels to the Mixed-Use Future Land Use category and zoning district.

The existing land use of the one (1) acre parcel to the north (Parcel A) is “Vacant”, and the 22.28 acre parcel to the south (Parcel B) is “Vacant/Com” according to the Okaloosa County Property Appraiser.¹ The requests are supported herein. The analysis supplied with this application looks at the maximum residential development potential of these parcels as the request is being made to support the development of a multi-family residential complex.

The consultant, the planning collaborative, reviewed, and analyzed the following documents and websites in preparation of this report and application.

- The Okaloosa County Property Appraiser website data and maps
- The Crestview Comprehensive Plan, as published online
- The Crestview Land Development Code, as published online
- Okaloosa’s GIS Mapping webpage
- Crestview’s GIS Mapping webpage
- The Federal Emergency Management Agency’s flood maps
- The National Wetland Inventory Online Map
- FDOT Okaloosa County Functional Classifications, dated April 29, 2014
- Correspondence with various City departments, Okaloosa County School Board, and Auburn Water

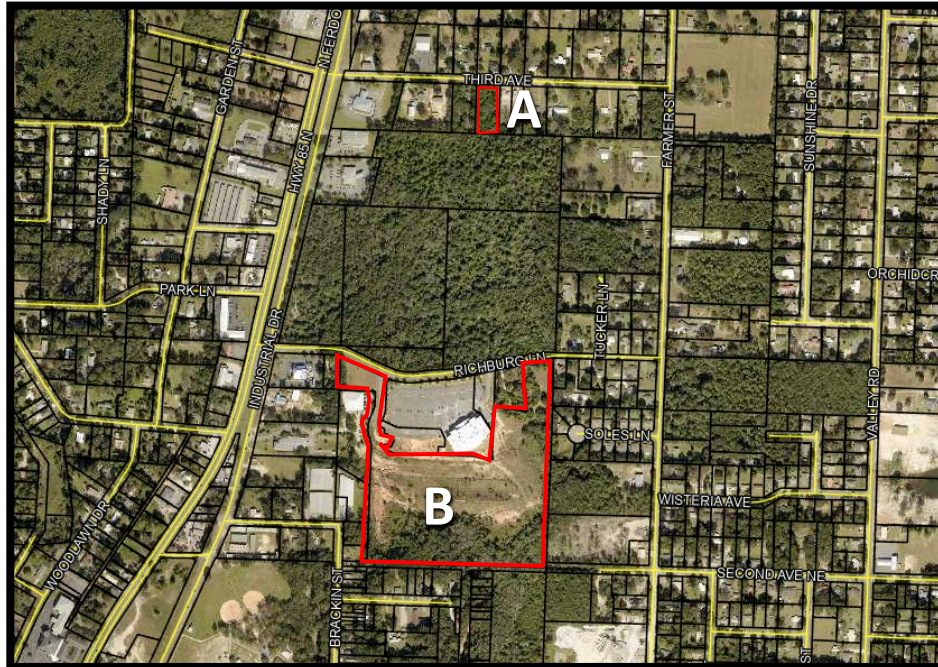
DESCRIPTION OF EXISTING CONDITIONS

This request is being made for two (2) parcels. As labeled in Figure 1, the first (Parcel A) is located to the south of Third Ave and the second (Parcel B) is located to the south of Richburg Lane. The parcel numbers are as follows, respectively: 04-3N-23-1840-0012-0080 and 09-3N-23-0000-0011-001A. Both combined include +/- 23.28 acres total. Parcel A is designated by the Okaloosa County Future Land Use Map as Low Density Residential (LDR) and the Okaloosa County Zoning Map as Residential 1 (R-1). Parcel B is designated by the Okaloosa County Future Land Use Map as Mixed Use (MU) and the

¹ Okaloosa County Property Appraiser, Department of Revenue Code, as referenced February 7, 2023

Okaloosa County Zoning Map as Mixed Use (MU). Exhibits 1 and 2 include the Future Land Use Maps and Zoning Maps for Crestview and Okaloosa County.

Figure 1. Existing Parcel Boundaries

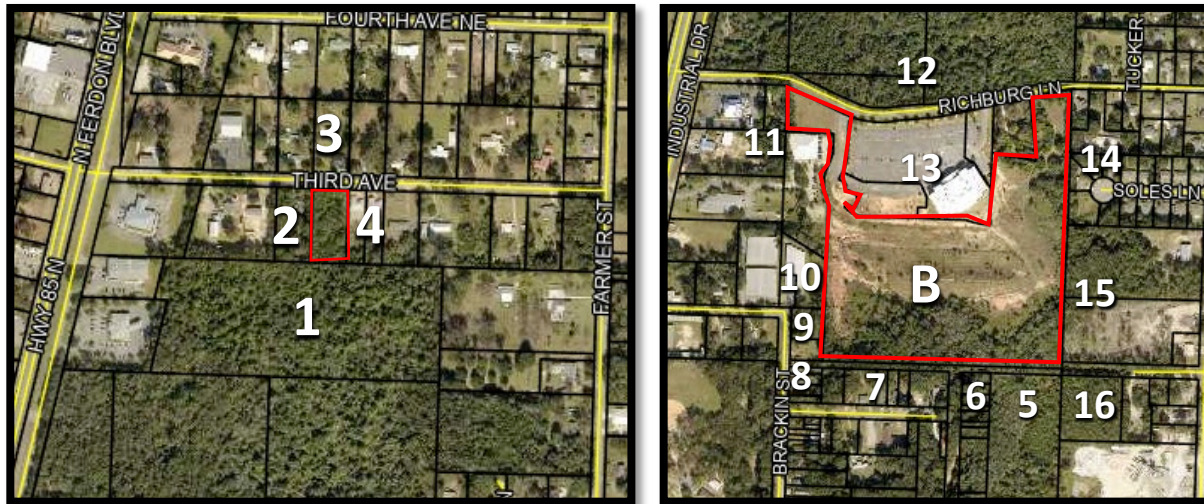


Source: Okaloosa County Property Appraiser, February 2023

 Approximate Boundary of Parcels

Figure 2 following depicts the location of the two parcels in relation to adjacent parcels. This graphic is considered with Table 1 to show consistency with adjacent residential uses.

Figure 2. Reference Maps for Adjacent Uses



Source: Okaloosa County Property Appraiser, February 2023

Approximate Boundary of Parcels

Table 1 below, describes the existing uses, the Future Land Use, and Zoning assigned to the parcels within the vicinity of these properties. The map annotation refers to the numbers on Figure 2 above.

Table 1. Adjacent Uses

Map Annotation	Property Appraiser Tax Code	Future Land Use	Zoning District
1	No Ag Acre	Mixed-Use (City)	Mixed-Use (City)
2	Single Family	Low Density Residential (County)	R-1 (County)
3 (3 parcels)	Single Family	Low Density Residential (County)	R-1 (County)
4 (2 parcels)	Single Family	Low Density Residential (County)	R-1 (County)
5	Vacant	Low Density Residential (County)	R-1 (County)
6 (5 parcels)	Vacant	Low Density Residential (County)	R-1 (County)
7 (6 parcels)	Mobile Home x2 Vacant Institutional Single Family x2 Vacant	Low Density Residential (County)	R-1 (County)
8 (5 parcels)	Vacant x3 Single Family	Low Density Residential (County)	R-1 (County)

Map Annotation	Property Appraiser Tax Code	Future Land Use	Zoning District
9 (2 parcels)	Single Family Vacant	Low Density Residential (County)	R-1 (County)
10 (2 parcels)	Vacant Commercial Warehouse	Commercial (County)	C-3 (County)
11 (3 parcels)	Office Building x2 Single Family	Mixed Use (County) x2 Commercial (City)	Mixed Use (County) x2 C-2 (City)
12 (3 parcels)	Vacant No Ag Acre x2	Commercial (City) x2 Mixed Use (City)	C-2 (City) x2 Mixed Use (City)
13 (3 parcels)	Theater/AU Vacant Commercial x2	Mixed Use (County)	Mixed Use (County)
14 (8 parcels)	Single Family x6 & Vacant	Low Density Residential (County)	R-1 (County)
15 (2 parcels)	Warehouse Vacant Commercial	Mixed Use (County)	Mixed Use (County)
16	Vacant	Low Density Residential (County)	R-1 (County)

Source: Okaloosa County Property Appraiser, Okaloosa County GIS webpage, and City of Crestview GIS webpage

The current zoning of the nearby properties to Parcel A are residential to the north, east, and west with mixed use to the south. Parcel B is nearby to properties zoned mixed use residential, and commercial.

The existing land uses surrounding the parcels are varied and include a mixture of uses including residential, warehousing, office buildings, a theatre, county property, and vacant commercial, residential, and institutional properties. These surrounding uses are similar in nature to the intended uses of the property: residential and commercial.²

According to the National Wetland Inventory and Crestview data, Parcel A contains no wetlands while Parcel B contains a portion of wetlands towards the southern boundary (Exhibit 3).³ There are no plans for development at this time, however, the applicant, in compliance with Crestview's Comprehensive Plan and Land Development Code, reserves the right to apply for appropriate permits in regard to the forthcoming site plan development.

The properties are both located in a Flood Zone X, or the area outside of the Special Flood Hazard Area (Exhibit 4).⁴

² Okaloosa County Property Appraiser, Department of Revenue Code, as referenced July 18, 2022

³ U.S. Fish & Wildlife Service National Wetlands Inventory, Online Wetlands Mapper, as referenced July 19, 2022

⁴ Federal Emergency Management Agency, Flood Insurance Rate Map Panel No. 12091C0170J

Both parcels are currently vacant, based on the Department of Revenue Codes assigned to the parcels as indicated by the Okaloosa County Property Appraiser.⁵

DESCRIPTION OF REQUEST

This application is submitted to request that both parcels be amended to the Mixed Use Future Land Use category and the Mixed Use zoning district. Description of the proposed Future Land Use category and requested zoning district for the site area provided below:

Future Land Use Category: Mixed Use (MU)⁶

“The Mixed-Use land use category is limited to areas that exhibit an existing or planned development pattern reflecting a variety of uses, densities, and non-residential uses.”

MU Allowable Uses: The Comprehensive Plan describes the allowable residential uses and non-residential uses in policy. The “specific residential uses allowed in this category include single-family residential, multi-family residential, mobile home parks and mobile home subdivisions.” The “specific non-residential uses include recreation uses, neighborhood and general commercial and business uses, offices, restaurants, motels, hotels and other temporary lodging facilities, clinics and medical facilities, churches and places of worship, light industrial uses when such uses do not create any adverse off-site impacts to other properties or to protected environmental resources.” It is also included that “other similar uses may be allowed based on compatibility with existing nearby uses.”

Zoning District: Mixed Use District (MU)⁷

“The Mixed-Use District is established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments, including retail sales, professional offices, service industries, bed-and-breakfasts, other similar uses and accompanying accessory uses.”

“Uses may be limited by location due to impacts and compatibility issues.”

⁵ Okaloosa County Property Appraiser, Department of Revenue Code, as referenced July 18, 2022

⁶ Crestview Comprehensive Plan, Future Land Use Element Policy 7.A.3.4(2)

⁷ Crestview Land Development Regulations, Section 4.03.00

The proposed use of the property **is consistent** with the above land use and zoning descriptions, as amended.

Also, because the proposed development includes residential and commercial uses, and as described of the same usages as existing development within the vicinity (see Table 1), a consistent development pattern is continued with this amendment.

ANALYSIS OF APPLICABLE POLICIES AND REGULATIONS

Crestview Comprehensive Plan

Policy 7.A.2.3 (5) states that “New mixed-use developments shall be located on or connected to collector or arterial roadways.”

RESPONSE: These two parcels, as an addition to a previously submitted and approved mixed use land use amendment and rezoning approval, are accessible to an arterial roadway. Parcel A of this application will connect to North Ferdon Boulevard, a “Principal Arterial – Other URBAN”, by ways of Third Avenue. Parcel B will also connect to North Ferdon Boulevard, a “Principal Arterial – Other URBAN”, by ways of Richburg Lane, a roadway designated as “Local URBAN”. Therefore, this development is consistent with the location criteria for the assignment of the category.

Urban Sprawl Analysis

Policy 7.A.6.5 states that “No zoning change or plan amendment shall be approved unless a finding is made that such zoning change and plan amendment will promote compact urban development and not encourage urban sprawl”.

RESPONSE: Because this site is located in an infill area, where City services such as transportation networks and water services exist, this change will not create an urban sprawl occurrence. Florida Statutes defines urban sprawl as:

“a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.”⁸

⁸ 163.3164(52), Florida Statutes (2022)

The following 163.3177(6), F.S. analysis determines that this request does not meet that definition.

1. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or single-use development or uses.

RESPONSE: These parcels are a part of a larger mixed-use development that will not be low-intensity or low-density. The proposed development will include multi-family residential and commercial uses.

2. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

RESPONSE: The subject parcels are not in an area considered to be rural. Both parcels are undeveloped and will be used for housing, which supports this criterion.

3. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

RESPONSE: As previously mentioned, these two parcels are additions to a mixed use development. Both parcels are surrounded by existing uses. No radial, strip, isolated, or ribbon patterns of development will occur as a result of this amendment.

4. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

RESPONSE: As shown in Exhibits 3, Parcel A contains no wetlands. Twin Creek runs into the southern portion of Parcel B, creating a wetland. No wetland impacts are projected at this time. The existing wetlands conditions are not expected to change at the time, but the applicant reserves the right to apply for the appropriate permits in regard to the forthcoming site plan development. Both properties are located in a Flood Zone C, or the area outside of the Special Flood Hazard Area (Exhibit 4).

5. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

RESPONSE: No agriculturally used or designated areas are within the vicinity of these parcels.

6. Fails to maximize use of existing public facilities and services.

RESPONSE: Existing public facilities and services, such as the existing transportation network, solid waste collection, and water services will be sought to serve this development as they are available.

7. Fails to maximize use of future public facilities and services.

RESPONSE: Any future public facilities and services will be used, as practical to the development.

8. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

RESPONSE: Services exist in the area. The approval of this request will not disproportionately increase the cost of providing service to this development.

9. Fails to provide a clear separation between rural and urban uses.

RESPONSE: The subject parcels are not in an area considered to be rural. No rural areas are adjacent to the subject parcels.

10. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

RESPONSE: This development is considered infill development.

11. Fails to encourage a functional mix of uses.

RESPONSE: As components of a larger mixed use development, the residential units in close proximity to other uses will encourage a functional mix of uses, especially as this development will provide a transition between existing commercial uses along SR 85 and Richburg Lane and those residential uses to the east and the south.

12. Results in poor accessibility among linked or related land uses.

RESPONSE: Other uses within the vicinity are easily accessible via Richburg Lane and SR 85 North.

13. Results in the loss of significant amounts of functional open space.

RESPONSE: There is no functional open space currently associated with these parcels.

Crestview Land Development Code

Section 3.06.07 states that “An application for a rezoning shall be reviewed in accordance with the following criteria.” These criteria include:

1. Whether the proposed zoning district is consistent with the City Comprehensive Plan;

RESPONSE: With the approval of the requested amendment of the Future Land Use Map to the Mixed-use category, the land use and zoning will be consistent. This criterion **will be met** with the approval of both amendment requests.

2. Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration;

RESPONSE: Although a final plan for development is not yet finalized, it is anticipated that the development will include a range of housing types, which include detached single family and attached multi-family, which will be compatible with the existing residential uses to the east and north and non-residential uses to the west and south. This criterion **is met**.

3. Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration;

RESPONSE: As indicated by Section 4.03.00(B), the Mixed-use District is (in part) “established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments... Each parcel, lot, tract or other division of land may contain multiple single- and multi-family dwellings according to the density allowed by the size of each piece of land.” Therefore, this criterion **is met** since a multi-family use is considered allowable.

4. Whether the proposed zoning district will serve a community need or broader public purpose;

RESPONSE: The development of multi-family housing will serve the need for additional housing within the community, which also serves the need for Eglin Air Force Base. This criterion **is met**.

5. To ensure there are not multiple zoning districts assigned to one parcel. Except if secondary zoning is Conservation (E), designated on a plat or development plans as a parcel or easement of conservation or jurisdictional wetlands;

RESPONSE: With the approval of proposed Future Land Use Map amendment and rezoning, each parcel will be designated with only one zoning district. This criterion **is met**.

6. The characteristics of the proposed rezoning area are suitable for the uses permitted in the proposed zoning district; and

RESPONSE: As indicated above, the rezoning allows for multi-family uses, which is a portion of the anticipated development of these parcels. Additional housing types are planned as part of the development. This criterion **is met**. Additionally, the location for this use is ideal, as a transitional use between more intense commercial and less intense single-family uses.

7. Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.

RESPONSE: The requested zoning district is actually less intense than the existing Okaloosa County Mixed Use zoning assigned for Parcel B. Therefore, the reduction of adverse impacts to the adjacent residential uses surrounding this parcel will be beneficial with the assignment of the requested category. The redesignation of Parcel A will be consistent with the larger parcel which was recently annexed and amended to the City's Mixed Use Future Land Use category.

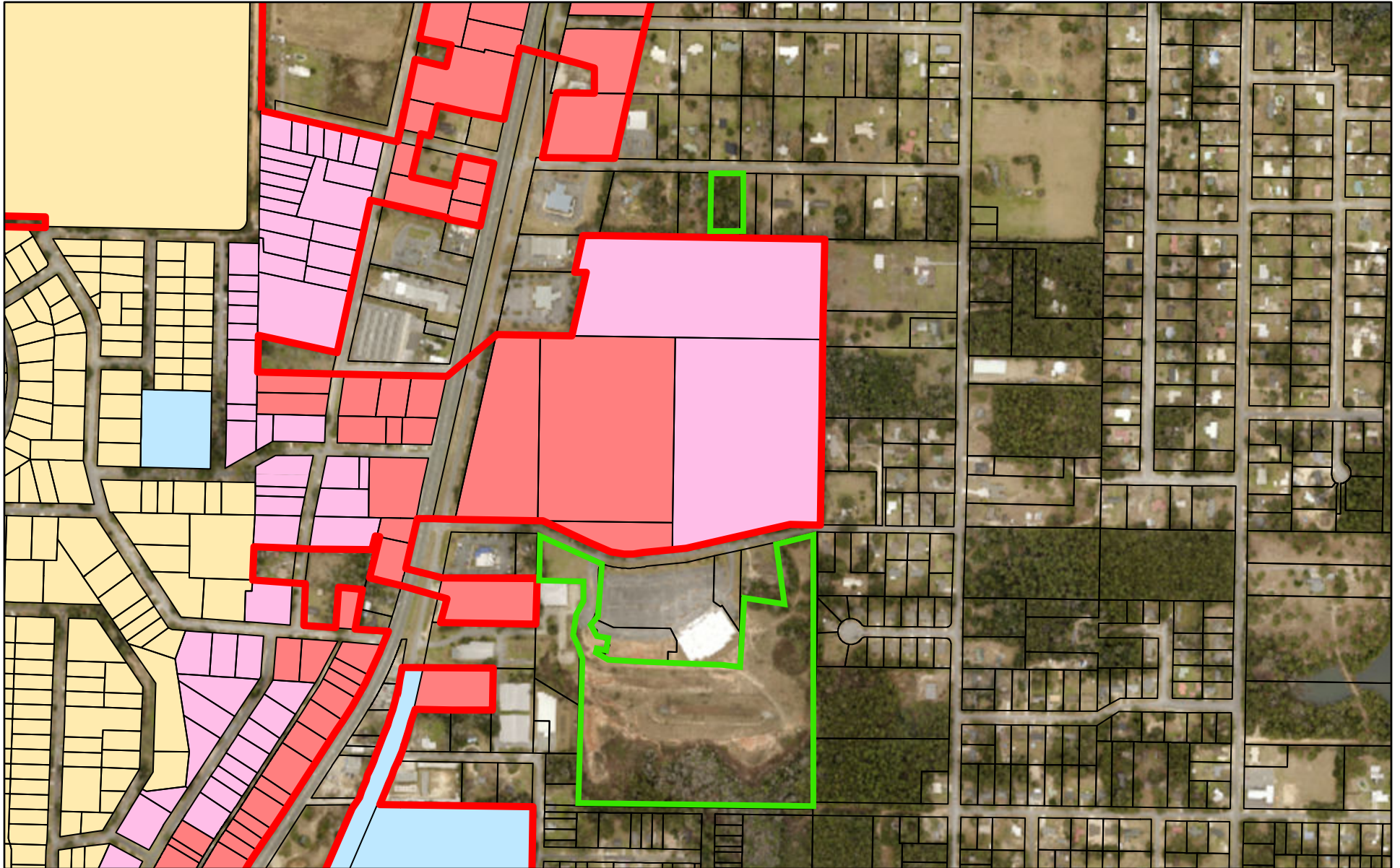
FINDINGS AND CONCLUSIONS

The amendment of the Comprehensive Plan and zoning designations for these properties will be compatible with the existing surrounding development. The proposed amendment will not result in any land use conflicts with the existing uses. No adverse impacts will be generated such as unordinary noise, smoke, exhaust, emissions, dust, adverse lighting,

vibrations, or odors that would be detrimental to the existing surrounding uses or would otherwise disturb the quiet enjoyment of nearby residents.

Additionally, the proposed amendment is consistent with and furthers the Goals, Objectives, and Policies of the Crestview Comprehensive Plan, and complies with the adopted requirements of the City's Land Development Regulations. The designation of these properties as Mixed-use will not create a condition that will negatively impact the nearby residential uses over time and will provide a transitional tier form intense uses to less intense uses within the vicinity.

Exhibit 1A - Crestview Future Land Use Map



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Future Land Use

Residential (R)

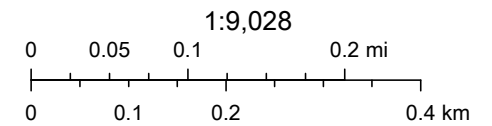
Mixed Use (MU)

Commercial (C)

Public Lands (PL)

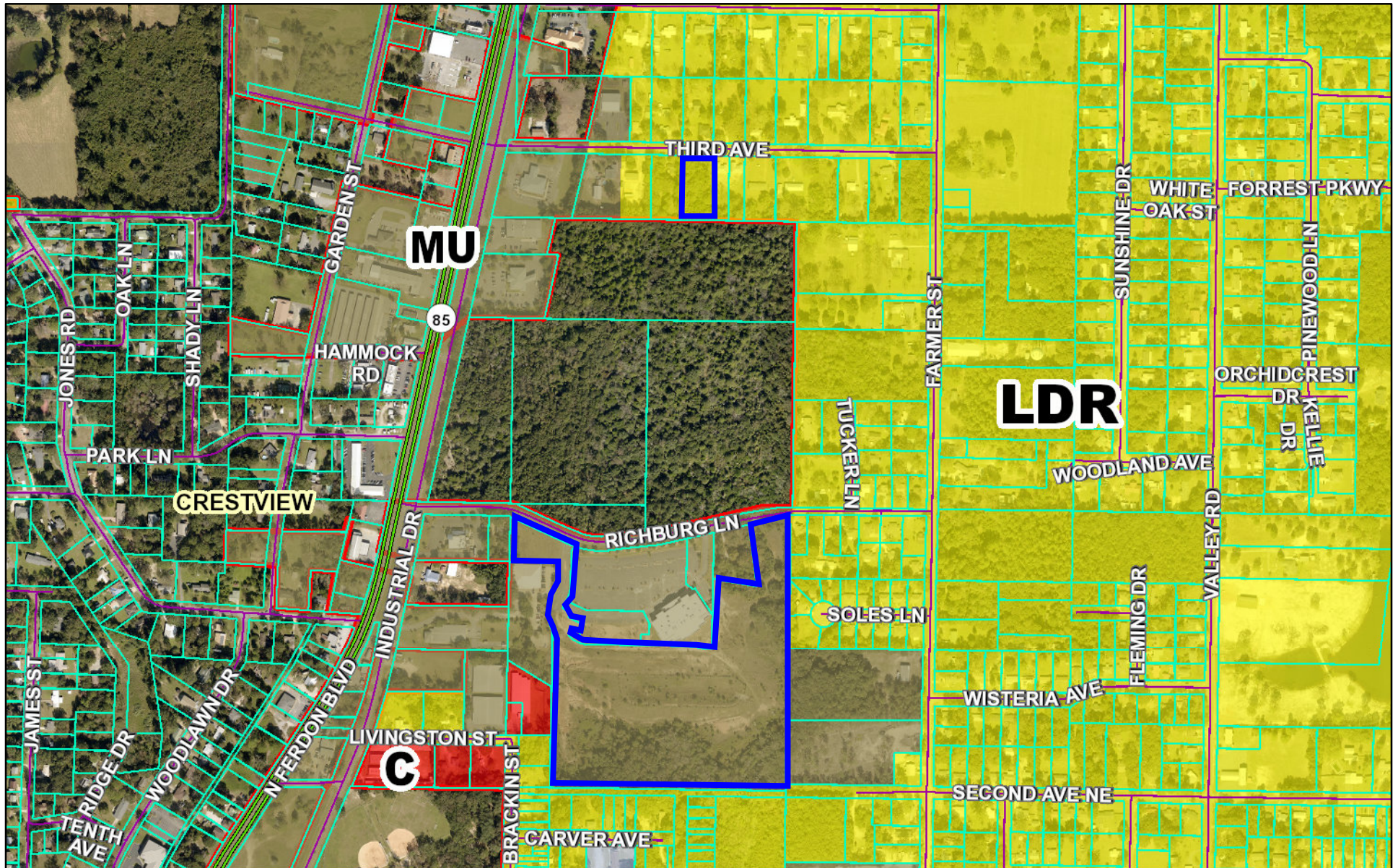
Crestview City Limits

Approximate Project Boundaries



Maxar

Exhibit 1B - Okaloosa Future Land Use Map



February 17, 2023

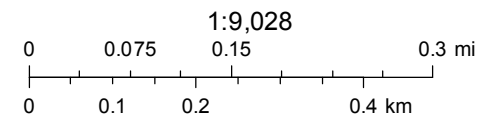
Mixed Use (MU)

Commercial (C)

Low Density Residential (LDR)

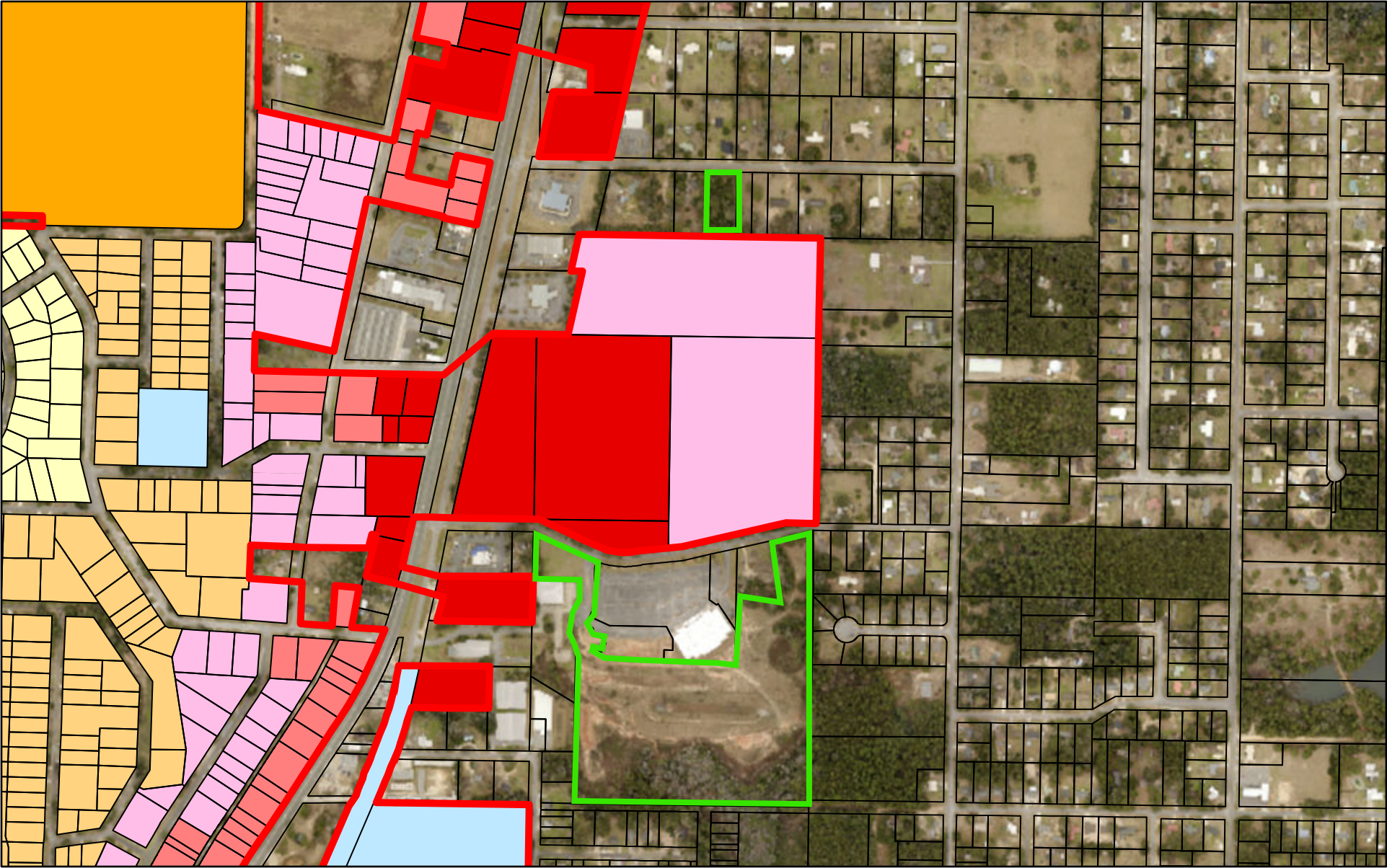
Crestview City Limits

Approximate Project Boundaries



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Exhibit 2A - Crestview Zoning Map



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

- | |
|--------------------------------|
| Crestview City Limits |
| Approximate Project Boundaries |

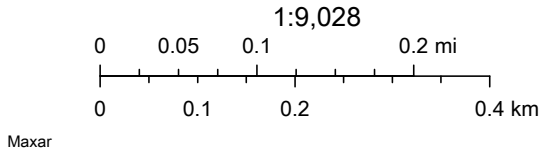
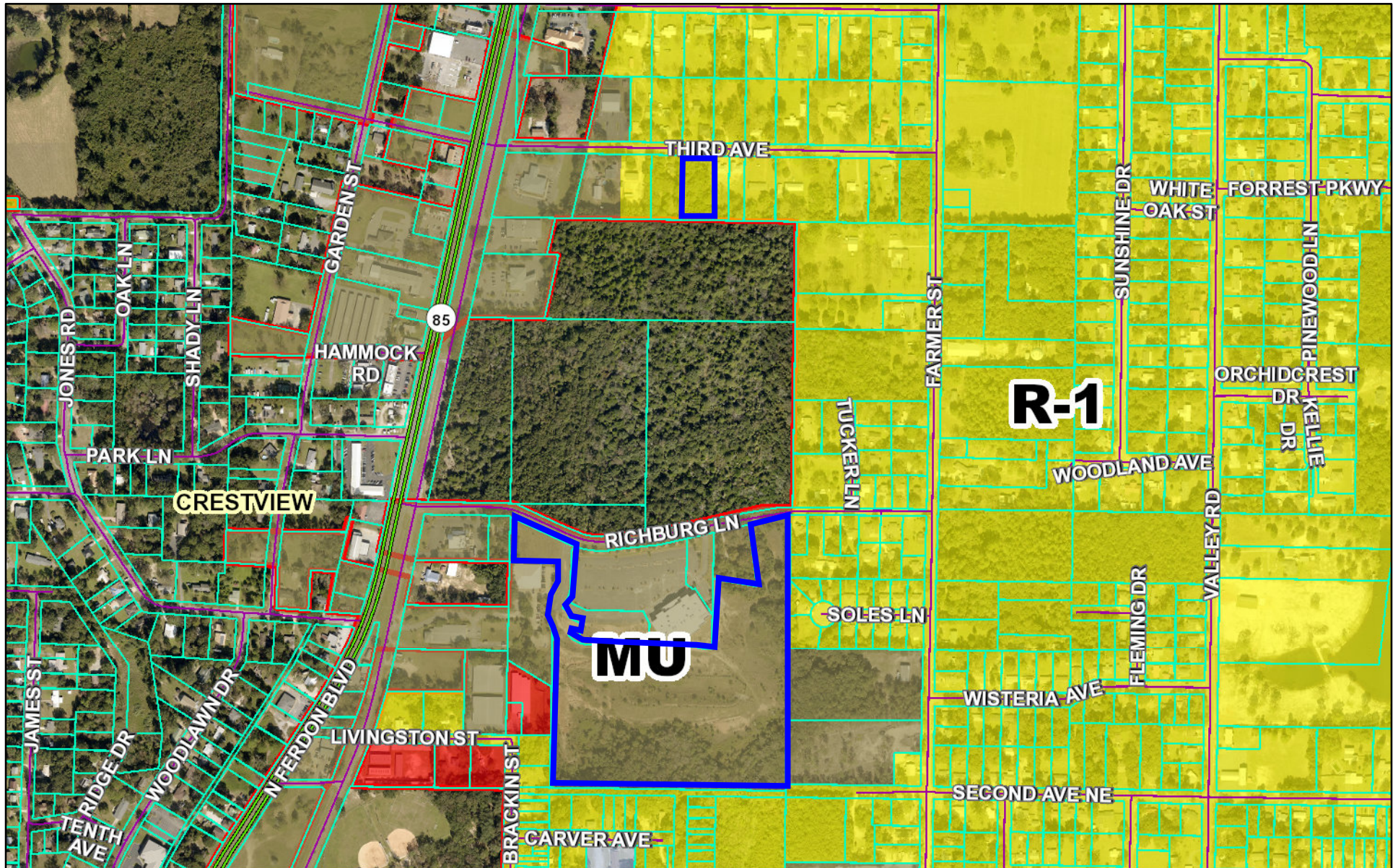


Exhibit 2B - Okaloosa Zoning Map



February 17, 2023

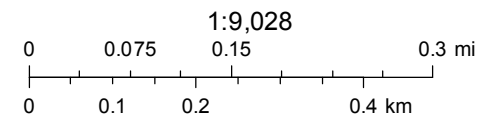
Mixed Use (MU)

Commercial (C)

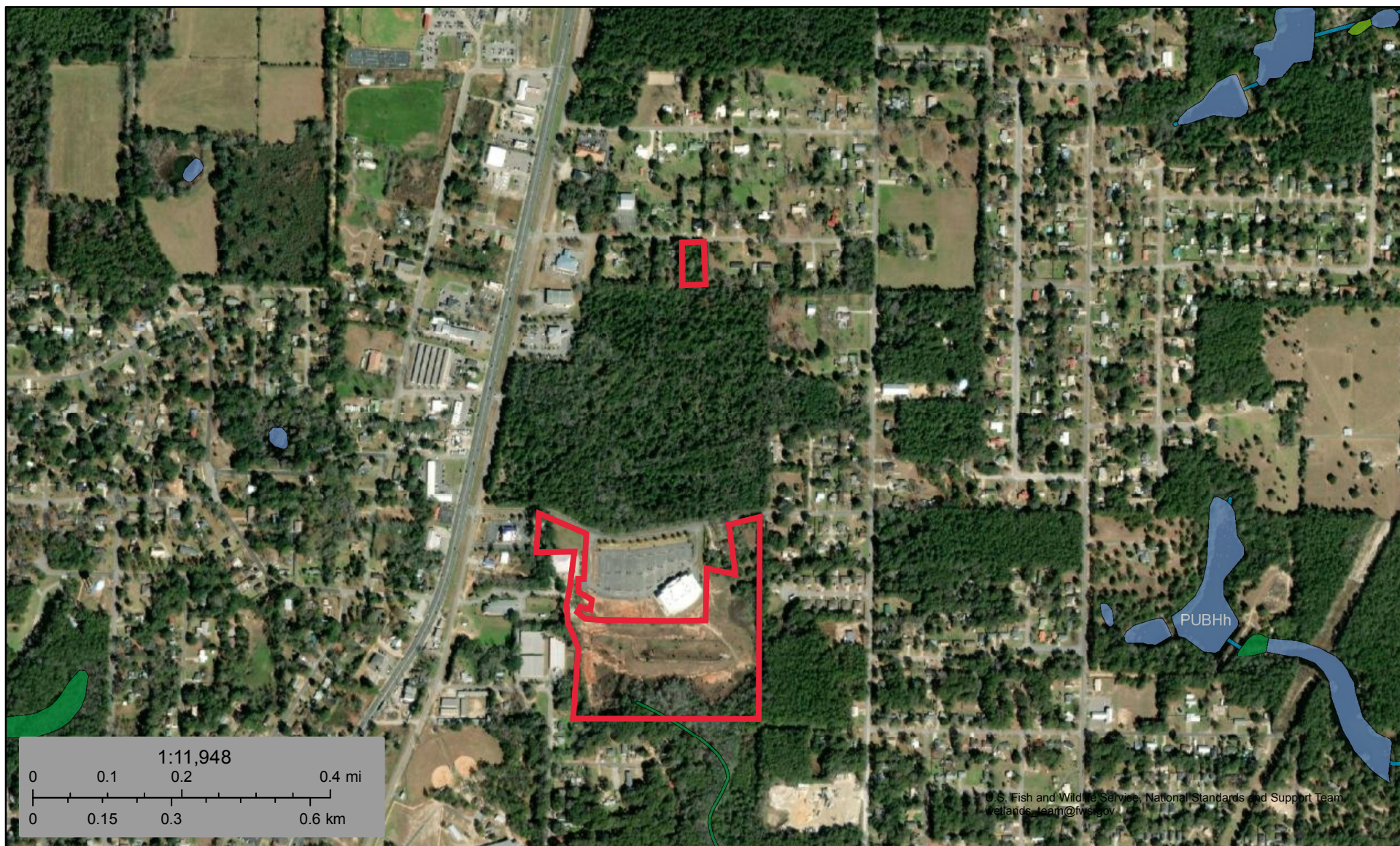
Low Density Residential (LDR)

Crestview City Limits

Approximate Project Boundaries



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



February 17, 2023

Wetlands

- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |
| | |  Approximate Project Boundaries |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMette



86°33'44"W 30°47'7"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature



Approximate Project Boundaries



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

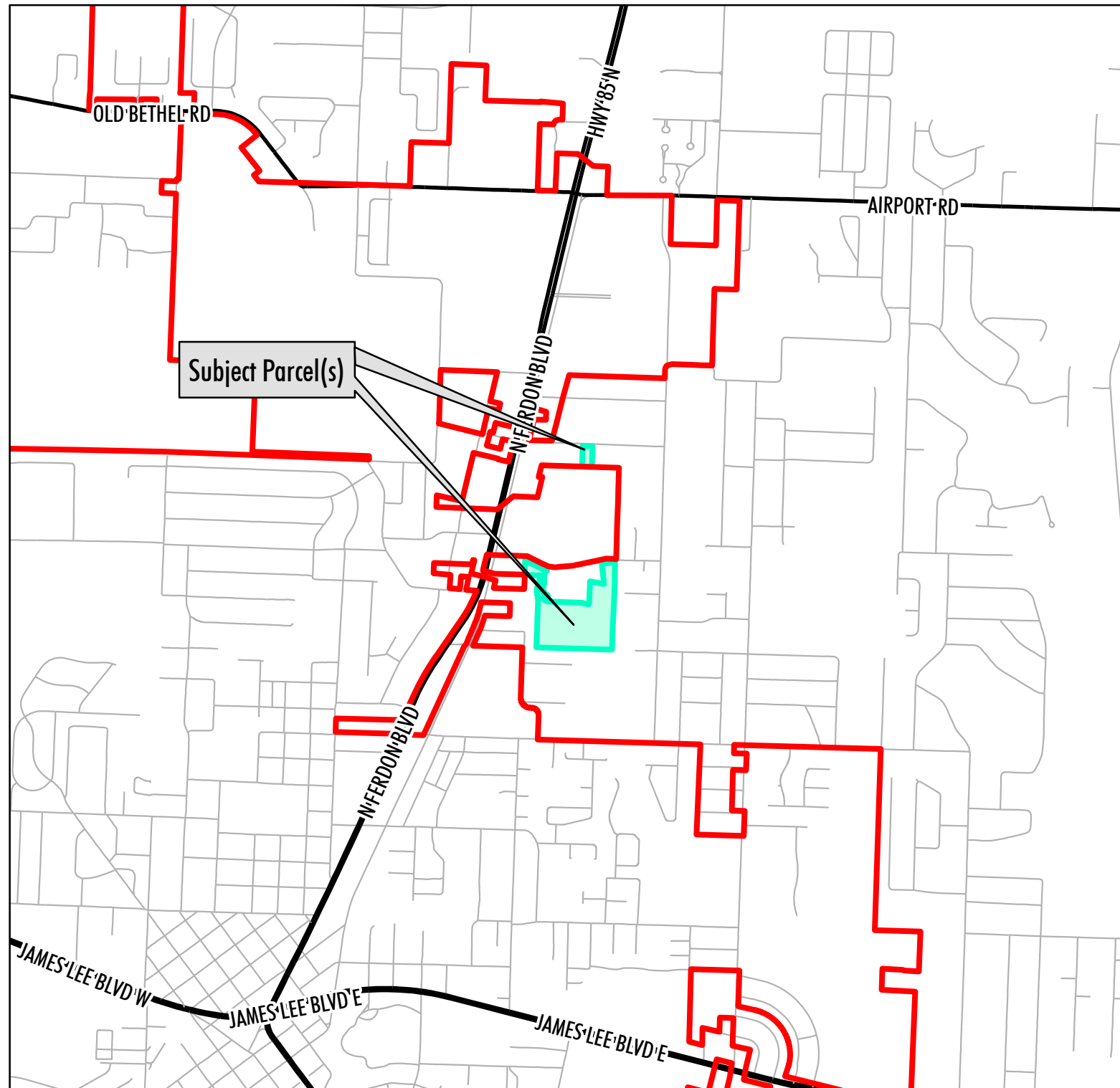
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/20/2023 at 1:15 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

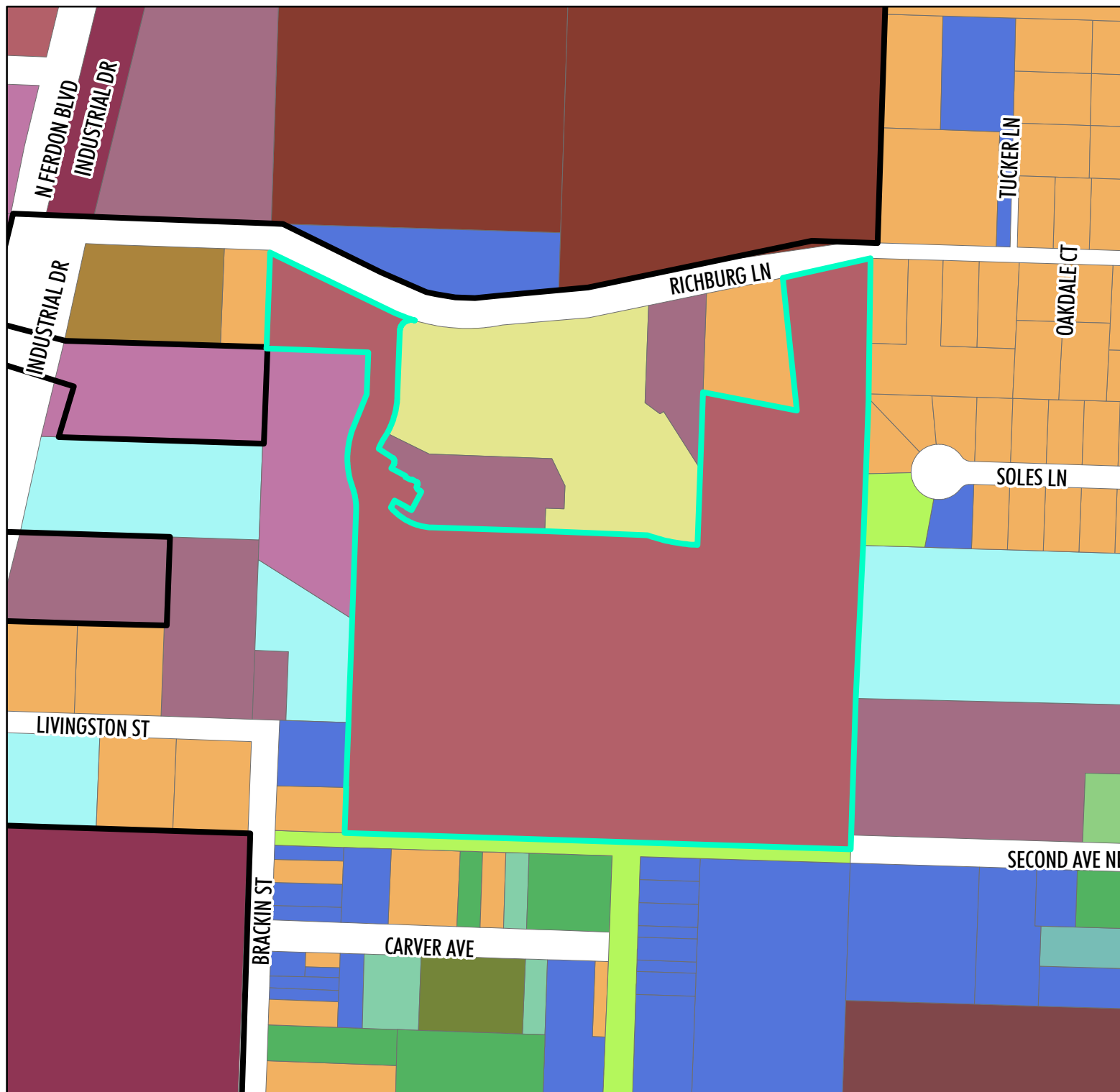
Vicinity Map



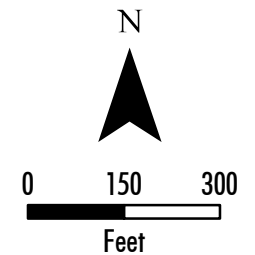
Not to Scale



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 Richburg Parcel



Legend

- Subject Parcel
- City Limits

Existing Use

- Churches
- County
- Manufactured Home
- Minderal Pr
- Mobile Home
- Multi-Family
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Single Family
- Theater/Au
- Vacant Institutional
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Warehouse

Current FLU Richburg Parcel



0 150 300
Feet

Legend

Subject Parcel

City Limits

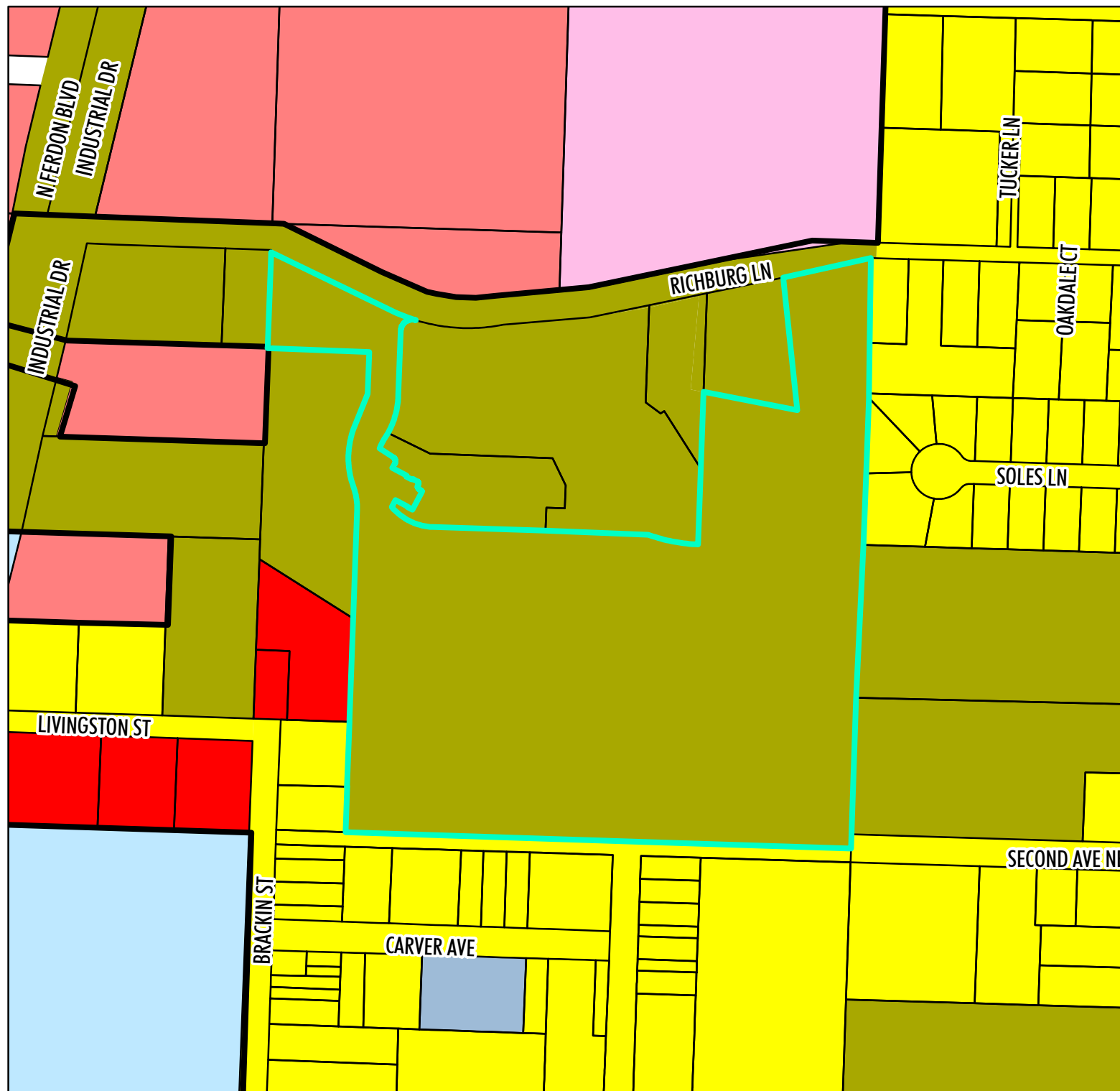
City Future Land Use

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

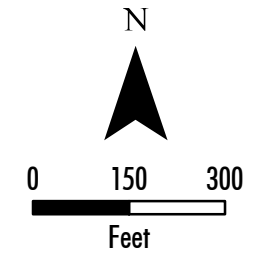
County Future Land Use

- Commercial (C)
- Institutional (INST)
- Low Density Residential (LDR)
- Mixed Use (MU)

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



Current Zoning Richburg Parcel



Legend

Subject Parcel

City Limits

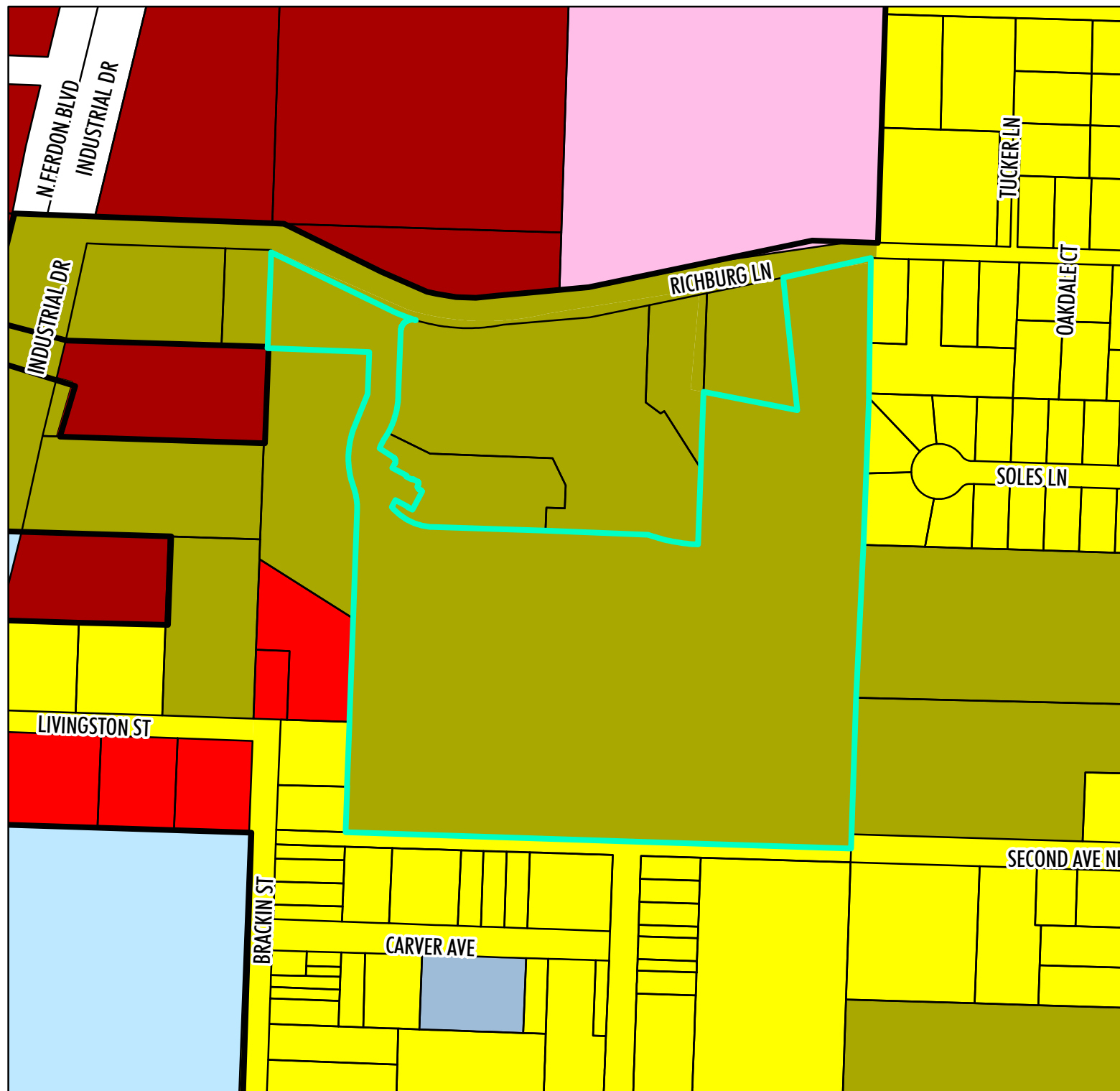
City Zoning

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

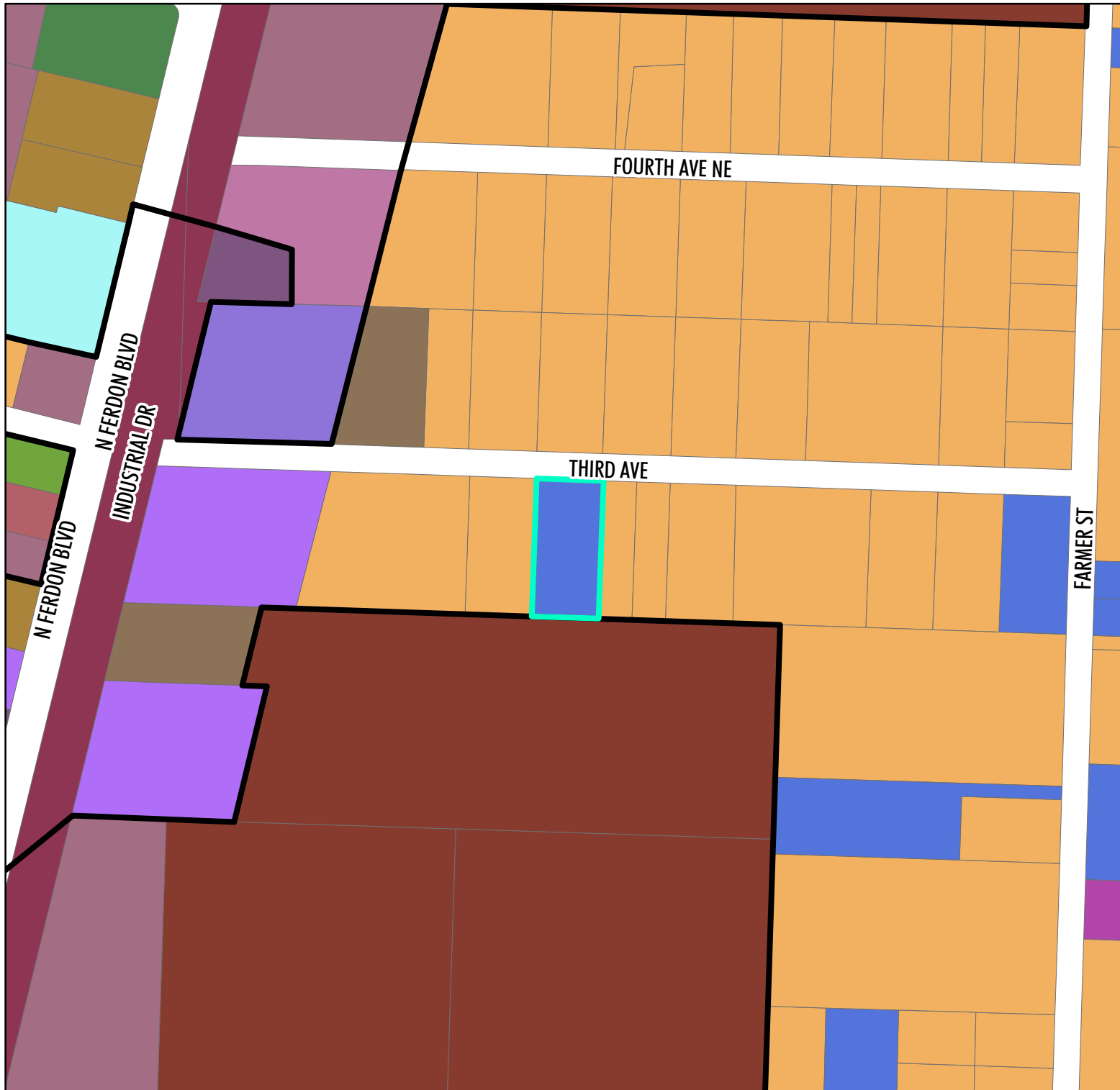
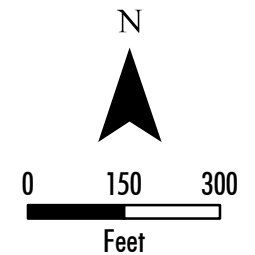
County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)
- Institutional (INST)

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



Existing Use Third Ave. Parcel



Legend

- Subject Parcel
- City Limits

Existing Use

- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Utilities
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

Current FLU Third Ave. Parcel

N



0 150 300
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

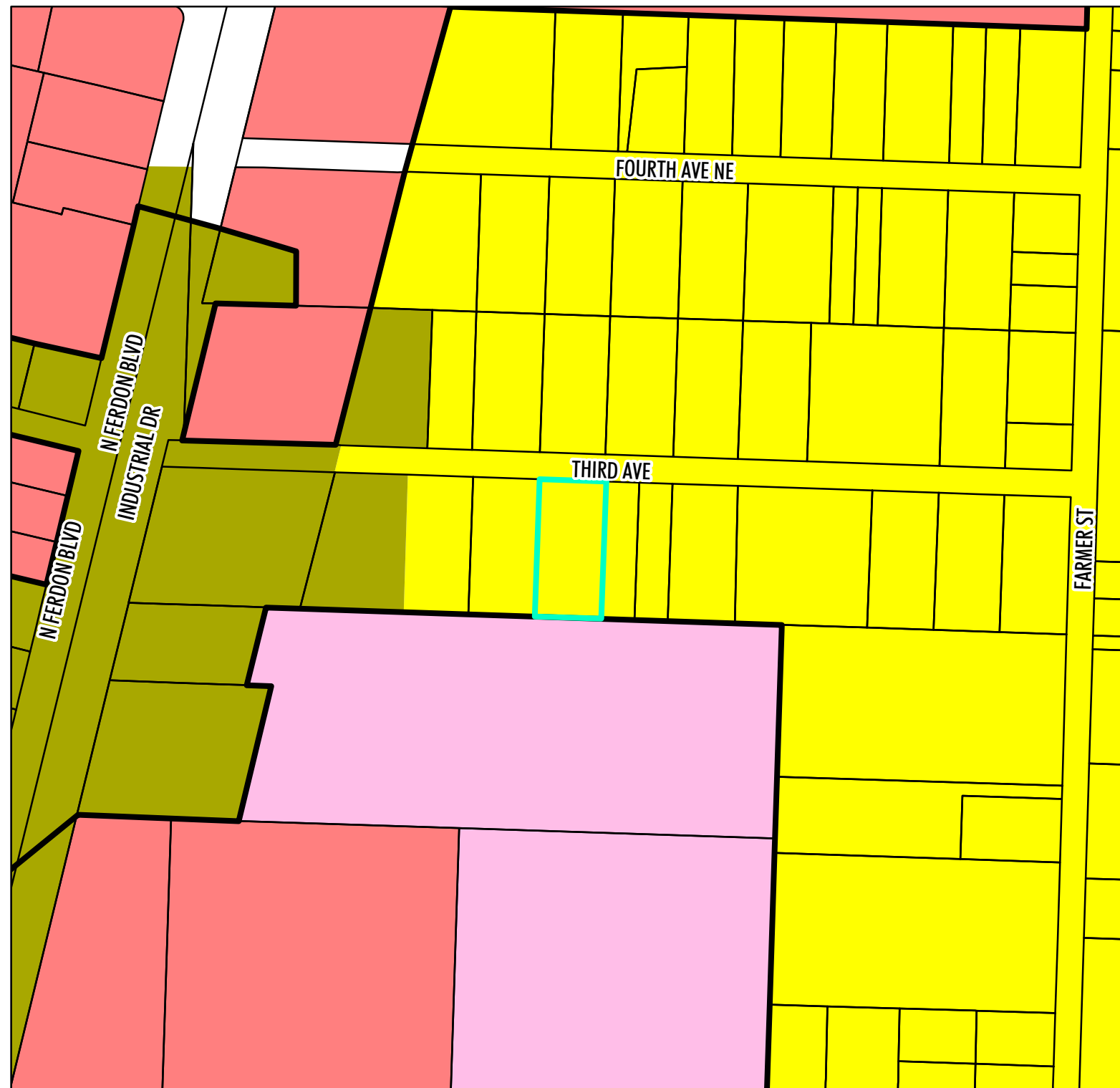
Public Lands (PL)

Residential (R)

County Future Land Use

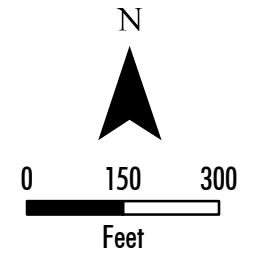
Low Density Residential (LDR)

Mixed Use (MU)



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

Current Zoning Third Ave. Parcel



Legend

Subject Parcel

City Limits

City Zoning

Single Family Estate Dwelling District (R-1E)

Single Family Low Density District (R-1)

Single Family Medium Density District (R-2)

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

Mixed Use (MU)

Commercial (C-1)

Commercial (C-2)

Industrial (IN)

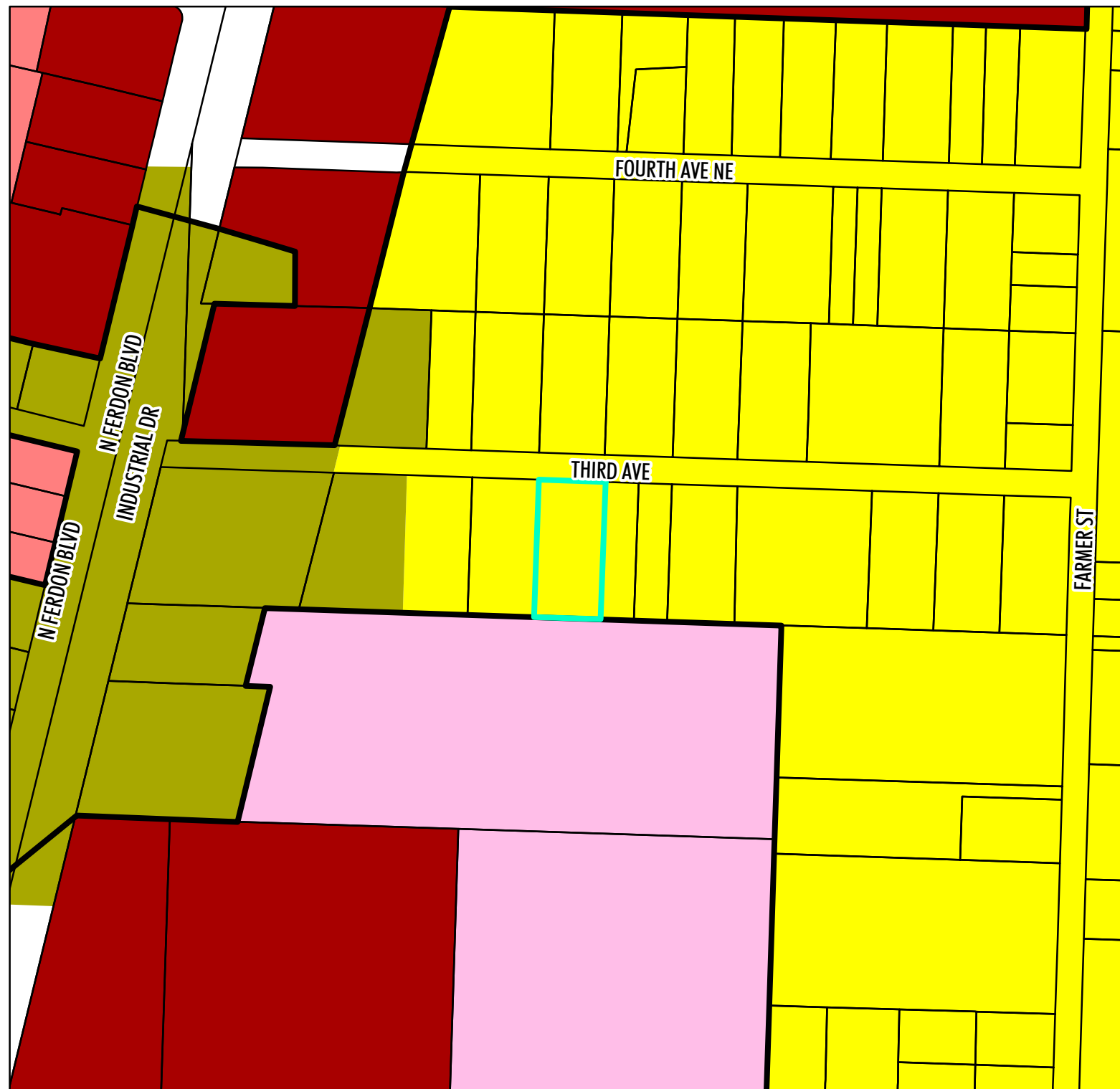
Public Lands (P)

Conservation (E)

County Zoning

Residential - 1 (R-1)

Mixed Use (MU)



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Proposed Future Land Use



0 225 450
Feet

Legend

Subject Parcel

City Limits

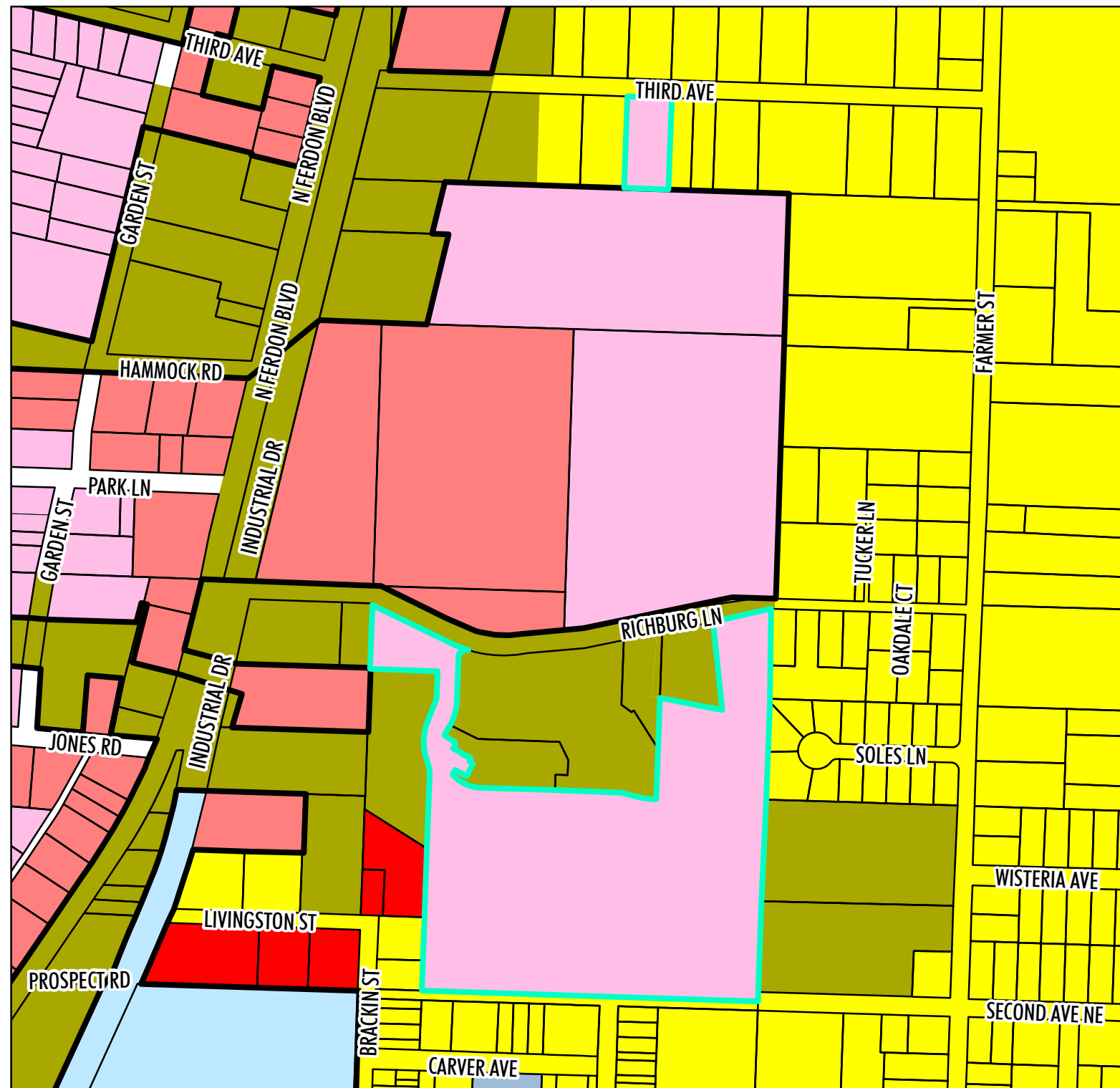
City Future Land Use

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

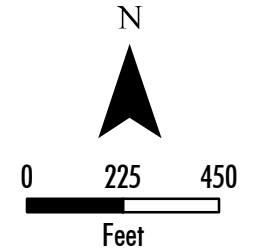
County Future Land Use

- Commercial (C)
- Institutional (INST)
- Low Density Residential (LDR)
- Mixed Use (MU)

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U.S. SURVEY FEET



Proposed Zoning



Legend

Subject Parcel

City Limits

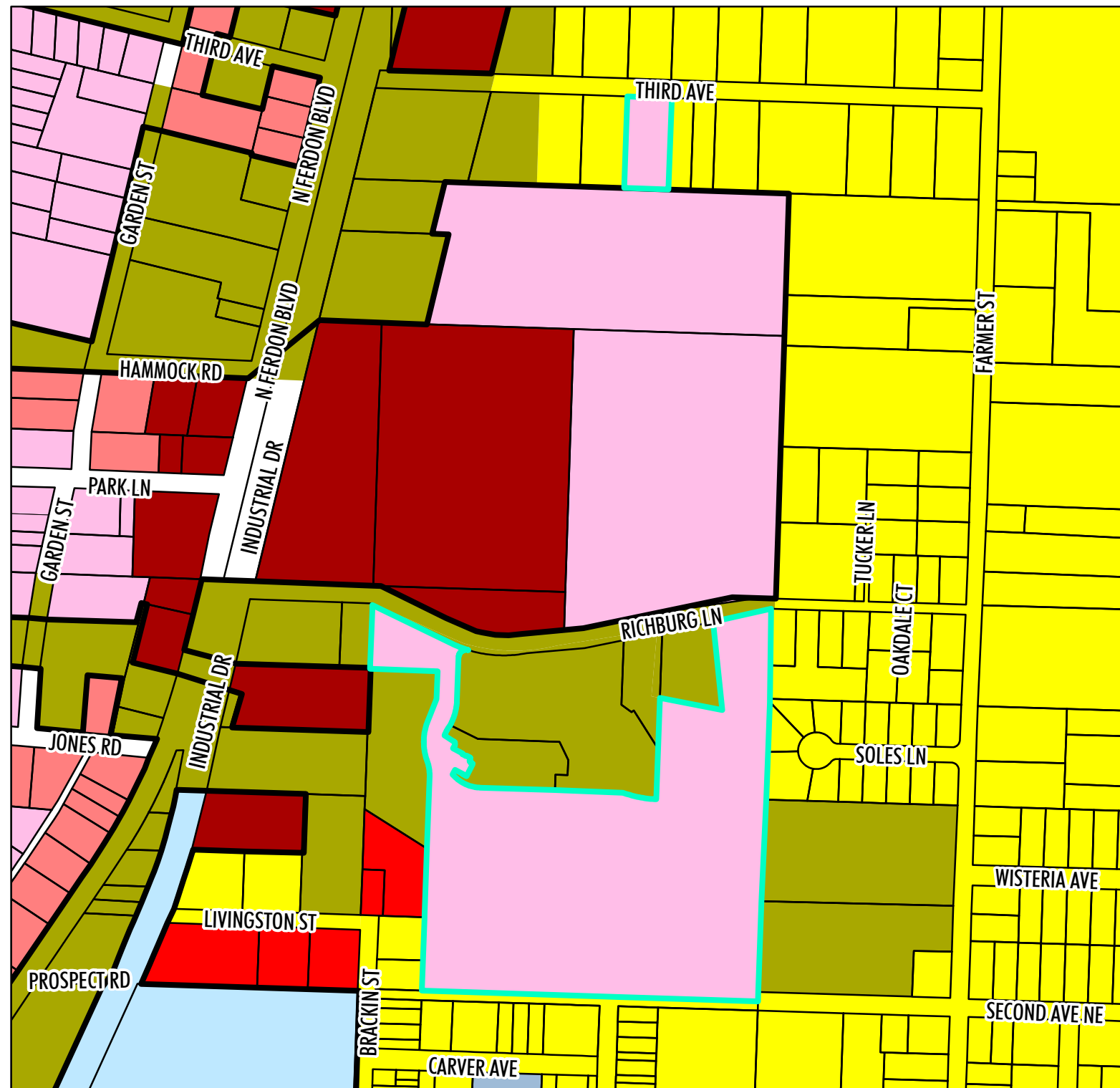
City Zoning

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

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)
- Institutional (INST)

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U.S. SURVEY FEET





Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 4/5/2023
SUBJECT: Ordinance 1926 - Richburg Lane and Third Avenue Comp Plan Amendment

BACKGROUND:

On February 27, 2023 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Third Avenue and at 2828 Richburg Lane.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential & Mixed Use and Residential-1 & Mixed Use, respectively.

The application requests the Mixed Use (MU) future land use designation for the property.

On April 3, 2023, the Planning and Development Board recommended Ordinance 1926 not be approved.

DISCUSSION:

The property description is as follows:

Property Owner: MH Crestview Land LLC
17005 Emerald Coast Pkwy
Destin, FL 32541
Parcel ID: 04-3N-23-1840-0012-0080
09-3N-23-0000-0011-001A
Site Size: 23.28 acres
Current FLU: Okaloosa County Low Density Residential & Mixed Use
Current Zoning: Okaloosa County Residential-1 & Mixed Use
Current Land Use: Vacant

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

Third Avenue Parcel

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Mixed Use (MU)	Mixed Use (MU)	Vacant
West	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential

Richburg Parcel

Direction	FLU	Zoning	Existing Use
North	Commercial (C) & Mixed Use (MU)	Commercial High-Intensity District (C-2) & Mixed Use (MU)	Commercial & Vacant
East	Okaloosa County Low Density Residential & Mixed Use	Okaloosa County Residential-1 & Mixed Use	Residential & Commercial
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential & Vacant
West	Okaloosa County Commercial, Low Density Residential & Mixed Use	Okaloosa County General Commercial, Residential-1 & Mixed Use	Commercial, Residential & Vacant

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

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on March 14, 2023. The property was posted on March 20, 2023. An advertisement ran in the Crestview News Bulletin on March 23 & 30, 2023.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests that the Council approve Ordinance 1926 on First Reading and move to Second Reading for adoption.

Attachments

1. Attachment 4 MH annex land rezone
2. Exhibit Packet

ORDINANCE: 1926

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY LOW DENSITY RESIDENTIAL AND MIXED USE TO MIXED USE (MU) ON APPROXIMATELY 23.28 ACRES, MORE OR LESS, IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Low Density Residential and Mixed Use to Mixed Use (MU) on a parcel of land containing 23.28 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 23.28 acres of land, more or less, from Okaloosa County Low Density Residential and Mixed Use to Mixed Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 23.28 acres, more or less, is known as Parcel 04-3N-23-1840-0012-0080 and Parcel 09-3N-23-0000-0011-001A and commonly described as:

PIN # 04-3N-23-1840-0012-0080

LOT 8, BLOCK 12, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PIN # 09-3N-23-0000-0011-001A

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION), MARKING THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°08'22" WEST, A DISTANCE OF 62.99 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF RICHBOURG LANE AND THE POINT OF BEGINNING; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 64°11'04" EAST, A DISTANCE OF 232.86 FEET; THENCE SOUTH 66°25'43" EAST, A DISTANCE OF 114.49 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°02'50", A DISTANCE OF 45.84 FEET (CHORD=BEARING SOUTH 54°35'35" WEST, CHORD=39.68 FEET); THENCE SOUTH 02°04'10" WEST, A DISTANCE OF 141.69 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 183.00 FEET ; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'46", A DISTANCE OF 97.24 FEET (CHORD BEARING=SOUTH 17°17'33" WEST, CHORD LENGTH=96.10 FEET), TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'41" A DISTANCE OF 25.48 FEET (CHORD BEARING=SOUTH 26°40'35" WEST, CHORD=25.43 FEET); THENCE SOUTH 56°55'44" EAST, A DISTANCE OF 25.85 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°47'25", A DISTANCE OF 15.50 FEET (CHORD BEARING=SOUTH 12°32'01" EAST, CHORD=13.99 FEET); THENCE SOUTH 31°51'41" WEST, A DISTANCE OF 10.61 FEET; THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 35.10 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 3.14 FEET (CHORD BEARING=SOUTH 16°42'35" EAST, CHORD=2.83 FEET); THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 12.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 3.14 FEET (CHORD BEARING=NORTH 73°17'25" EAST, CHORD=2.83 FEET); THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 11.14 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°58'29", A DISTANCE OF 7.24 FEET (CHORD BEARING=SOUTH 20°13'21" EAST, CHORD=6.62 FEET); THENCE SOUTH 27°53'02" WEST, A DISTANCE OF 5.29 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 15.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°20'26", A DISTANCE OF 13.62 FEET (CHORD BEARING=SOUTH 45°05'48" EAST, CHORD=13.20 FEET), TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 22.98 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°41'12", A DISTANCE OF 2.28 FEET (CHORD BEARING=SOUTH 23°16'09" EAST, CHORD=2.28 FEET); THENCE SOUTH 27°34'34" WEST, A DISTANCE OF 44.53 FEET; THENCE NORTH 61°42'35" WEST, A DISTANCE OF 11.99 FEET; THENCE NORTH 28°17'25" EAST, A DISTANCE OF 1.00 FEET; THENCE NORTH 61°42'35" WEST, A DISTANCE OF 30.68 FEET; THENCE SOUTH 28°17'25" WEST, A DISTANCE OF 16.56

FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°47'27", A DISTANCE OF 108.63 FEET (CHORD BEARING=SOUTH 62°57'51" EAST, CHORD=105.24 FEET) THENCE SOUTH 87°51'34" EAST, A DISTANCE OF 472.22 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 360.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41'43", A DISTANCE OF 111.18 FEET (CHORD BEARING=SOUTH 79°00'42" EAST, CHORD=110.74 FEET); THENCE NORTH 02°04'10" EAST, A DISTANCE OF 333.44 FEET; THENCE SOUTH 77°01'33" EAST, A DISTANCE OF 219.60 FEET; THENCE NORTH 03°57'38" WEST, A DISTANCE OF 282.20 FEET; THENCE NORTH 81°44'56" EAST, A DISTANCE OF 176.86 FEET; THENCE SOUTH 02°04'06" WEST, A DISTANCE OF 1251.48 FEET; THENCE NORTH 88°17'57" WEST, A DISTANCE OF 1105.06 FEET; THENCE NORTH 02°08'22" EAST, A DISTANCE OF 690.59 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 136.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°58'44", A DISTANCE OF 54.54 FEET (CHORD BEARING=NORTH 09°21'00" WEST, CHORD=54.18 FEET), TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 185.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°42'20", A DISTANCE OF 137.89 FEET (CHORD BEARING=NORTH 00°30'48" EAST, CHORD=134.72 FEET); THENCE NORTH 21°51'58" EAST, A DISTANCE OF 81.38 FEET; THENCE NORTH 02°04'06" EAST, A DISTANCE OF 91.03 FEET; THENCE NORTH 87°50'33" WEST, A DISTANCE OF 221.43 FEET; THENCE NORTH 02°08'22" EAST, A DISTANCE OF 208.45 FEET TO THE POINT OF BEGINNING.

The Mixed Use (MU) Future Land Use Category is hereby imposed on Parcel 04-3N-23-1840-0012-0080 and Parcel 09-3N-23-0000-0011-001A. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 04-3N-23-1840-0012-0080 and Parcel 09-3N-23-0000-0011-001A thereon.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 24th day of April, 2023.

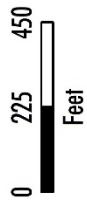
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 24th day of April, 2023.

J. B. Whitten
Mayor

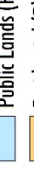
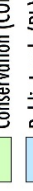
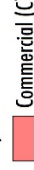
Adopted Future Land Use



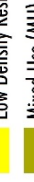
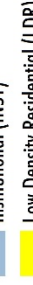
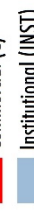
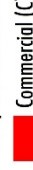
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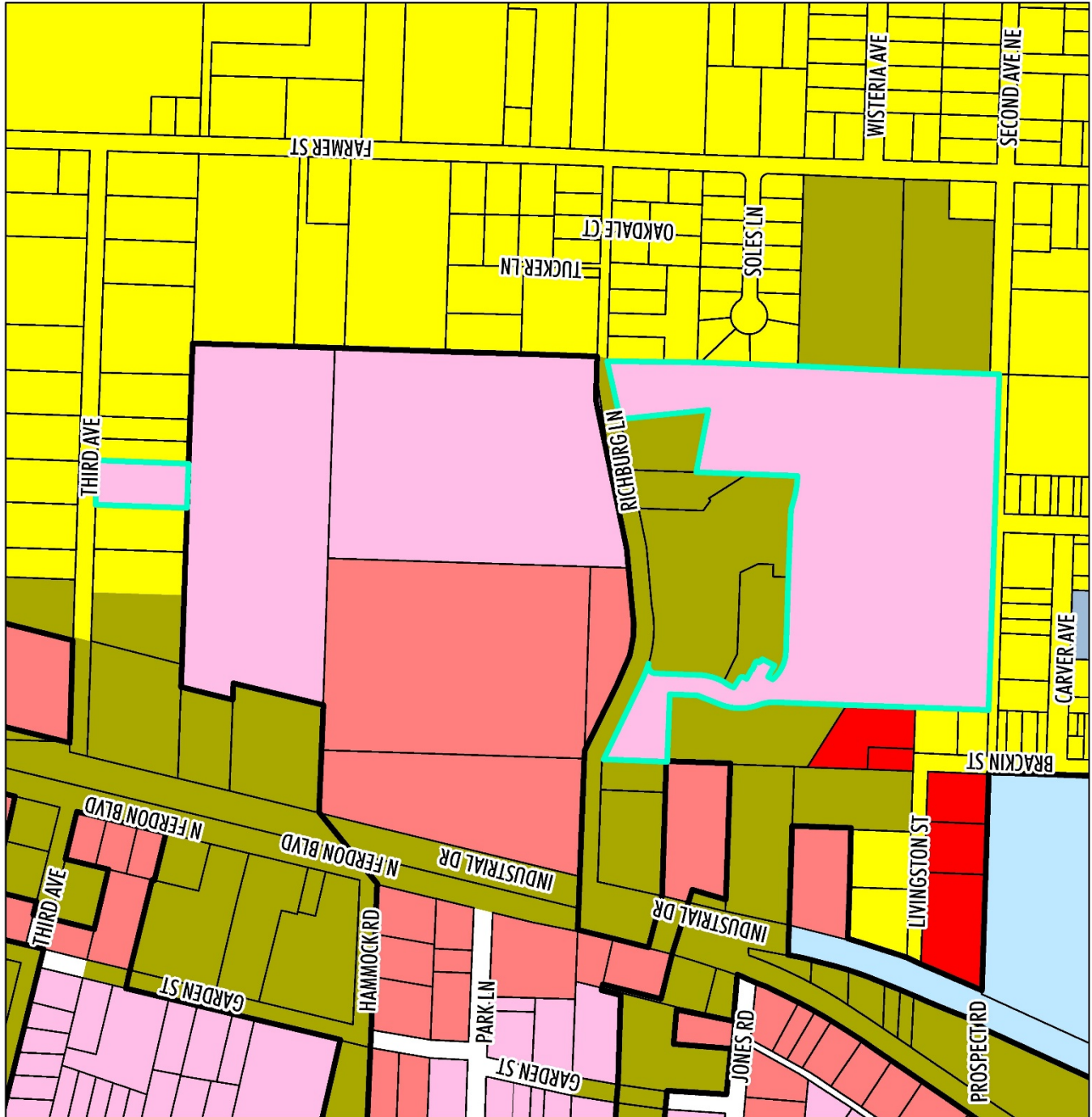
City Future Land Use



County Future Land Use



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



Attachment 4

Prepared for an Annexation, Comprehensive Plan Future Land Use Map Amendment and Rezoning Request

For two properties, referenced as Parcel ID Numbers 04-3N-23-1840-0012-0080 and
09-3N-23-0000-0011-001A.

Conducted for:

MH Crestview Land LLC
17005 Emerald Coast Pkwy
Destin, FL 32541
Ph: 850.803.2000

Prepared for:

City of Crestview Community Development Services
Ph: 850.682.1560
198 Wilson St. North
Crestview, FL 32536

Prepared by:

the planning collaborative



the planning collaborative

February 20, 2023

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EXHIBIT 1B – Okaloosa Future Land Use Map	
EXHIBIT 2A – Crestview Zoning Map	
EXHIBIT 2B – Okaloosa Zoning Map	
EXHIBIT 3 – National Wetlands Inventory Map	
EXHIBIT 4 – FEMA Flood Insurance Rate Map	

PURPOSE AND INTRODUCTION

This report supports a request to annex two (2) lots into the City of Crestview and amend the Crestview Future Land Use Map and Zoning Map to allow for the construction of residential uses. This request is respectfully submitted to amend the parcels to the Mixed-Use Future Land Use category and zoning district.

The existing land use of the one (1) acre parcel to the north (Parcel A) is “Vacant”, and the 22.28 acre parcel to the south (Parcel B) is “Vacant/Com” according to the Okaloosa County Property Appraiser.¹ The requests are supported herein. The analysis supplied with this application looks at the maximum residential development potential of these parcels as the request is being made to support the development of a multi-family residential complex.

The consultant, the planning collaborative, reviewed, and analyzed the following documents and websites in preparation of this report and application.

- The Okaloosa County Property Appraiser website data and maps
- The Crestview Comprehensive Plan, as published online
- The Crestview Land Development Code, as published online
- Okaloosa’s GIS Mapping webpage
- Crestview’s GIS Mapping webpage
- The Federal Emergency Management Agency’s flood maps
- The National Wetland Inventory Online Map
- FDOT Okaloosa County Functional Classifications, dated April 29, 2014
- Correspondence with various City departments, Okaloosa County School Board, and Auburn Water

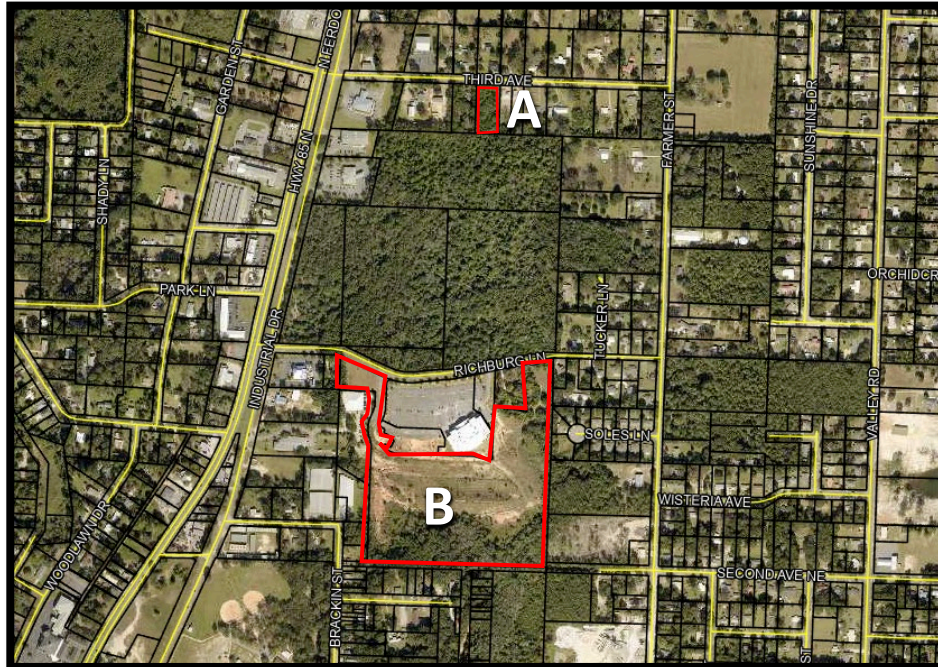
DESCRIPTION OF EXISTING CONDITIONS

This request is being made for two (2) parcels. As labeled in Figure 1, the first (Parcel A) is located to the south of Third Ave and the second (Parcel B) is located to the south of Richburg Lane. The parcel numbers are as follows, respectively: 04-3N-23-1840-0012-0080 and 09-3N-23-0000-0011-001A. Both combined include +/- 23.28 acres total. Parcel A is designated by the Okaloosa County Future Land Use Map as Low Density Residential (LDR) and the Okaloosa County Zoning Map as Residential 1 (R-1). Parcel B is designated by the Okaloosa County Future Land Use Map as Mixed Use (MU) and the

¹ Okaloosa County Property Appraiser, Department of Revenue Code, as referenced February 7, 2023

Okaloosa County Zoning Map as Mixed Use (MU). Exhibits 1 and 2 include the Future Land Use Maps and Zoning Maps for Crestview and Okaloosa County.

Figure 1. Existing Parcel Boundaries

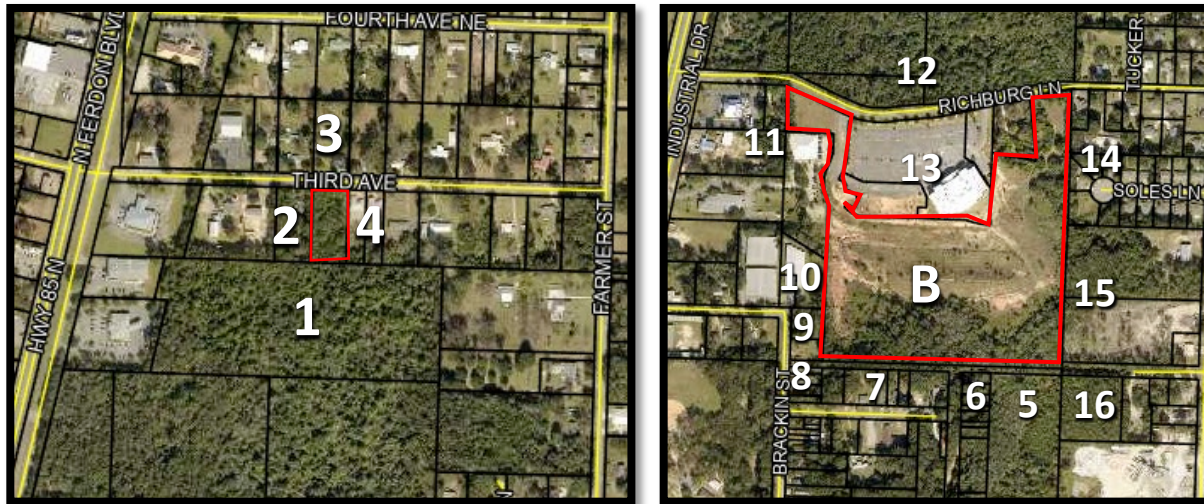


Source: Okaloosa County Property Appraiser, February 2023

 Approximate Boundary of Parcels

Figure 2 following depicts the location of the two parcels in relation to adjacent parcels. This graphic is considered with Table 1 to show consistency with adjacent residential uses.

Figure 2. Reference Maps for Adjacent Uses



Source: Okaloosa County Property Appraiser, February 2023

Approximate Boundary of Parcels

Table 1 below, describes the existing uses, the Future Land Use, and Zoning assigned to the parcels within the vicinity of these properties. The map annotation refers to the numbers on Figure 2 above.

Table 1. Adjacent Uses

Map Annotation	Property Appraiser Tax Code	Future Land Use	Zoning District
1	No Ag Acre	Mixed-Use (City)	Mixed-Use (City)
2	Single Family	Low Density Residential (County)	R-1 (County)
3 (3 parcels)	Single Family	Low Density Residential (County)	R-1 (County)
4 (2 parcels)	Single Family	Low Density Residential (County)	R-1 (County)
5	Vacant	Low Density Residential (County)	R-1 (County)
6 (5 parcels)	Vacant	Low Density Residential (County)	R-1 (County)
7 (6 parcels)	Mobile Home x2 Vacant Institutional Single Family x2 Vacant	Low Density Residential (County)	R-1 (County)
8 (5 parcels)	Vacant x3 Single Family	Low Density Residential (County)	R-1 (County)

Map Annotation	Property Appraiser Tax Code	Future Land Use	Zoning District
9 (2 parcels)	Single Family Vacant	Low Density Residential (County)	R-1 (County)
10 (2 parcels)	Vacant Commercial Warehouse	Commercial (County)	C-3 (County)
11 (3 parcels)	Office Building x2 Single Family	Mixed Use (County) x2 Commercial (City)	Mixed Use (County) x2 C-2 (City)
12 (3 parcels)	Vacant No Ag Acre x2	Commercial (City) x2 Mixed Use (City)	C-2 (City) x2 Mixed Use (City)
13 (3 parcels)	Theater/AU Vacant Commercial x2	Mixed Use (County)	Mixed Use (County)
14 (8 parcels)	Single Family x6 & Vacant	Low Density Residential (County)	R-1 (County)
15 (2 parcels)	Warehouse Vacant Commercial	Mixed Use (County)	Mixed Use (County)
16	Vacant	Low Density Residential (County)	R-1 (County)

Source: Okaloosa County Property Appraiser, Okaloosa County GIS webpage, and City of Crestview GIS webpage

The current zoning of the nearby properties to Parcel A are residential to the north, east, and west with mixed use to the south. Parcel B is nearby to properties zoned mixed use residential, and commercial.

The existing land uses surrounding the parcels are varied and include a mixture of uses including residential, warehousing, office buildings, a theatre, county property, and vacant commercial, residential, and institutional properties. These surrounding uses are similar in nature to the intended uses of the property: residential and commercial.²

According to the National Wetland Inventory and Crestview data, Parcel A contains no wetlands while Parcel B contains a portion of wetlands towards the southern boundary (Exhibit 3).³ There are no plans for development at this time, however, the applicant, in compliance with Crestview's Comprehensive Plan and Land Development Code, reserves the right to apply for appropriate permits in regard to the forthcoming site plan development.

The properties are both located in a Flood Zone X, or the area outside of the Special Flood Hazard Area (Exhibit 4).⁴

² Okaloosa County Property Appraiser, Department of Revenue Code, as referenced July 18, 2022

³ U.S. Fish & Wildlife Service National Wetlands Inventory, Online Wetlands Mapper, as referenced July 19, 2022

⁴ Federal Emergency Management Agency, Flood Insurance Rate Map Panel No. 12091C0170J

Both parcels are currently vacant, based on the Department of Revenue Codes assigned to the parcels as indicated by the Okaloosa County Property Appraiser.⁵

DESCRIPTION OF REQUEST

This application is submitted to request that both parcels be amended to the Mixed Use Future Land Use category and the Mixed Use zoning district. Description of the proposed Future Land Use category and requested zoning district for the site area provided below:

Future Land Use Category: Mixed Use (MU)⁶

“The Mixed-Use land use category is limited to areas that exhibit an existing or planned development pattern reflecting a variety of uses, densities, and non-residential uses.”

MU Allowable Uses: The Comprehensive Plan describes the allowable residential uses and non-residential uses in policy. The “specific residential uses allowed in this category include single-family residential, multi-family residential, mobile home parks and mobile home subdivisions.” The “specific non-residential uses include recreation uses, neighborhood and general commercial and business uses, offices, restaurants, motels, hotels and other temporary lodging facilities, clinics and medical facilities, churches and places of worship, light industrial uses when such uses do not create any adverse off-site impacts to other properties or to protected environmental resources.” It is also included that “other similar uses may be allowed based on compatibility with existing nearby uses.”

Zoning District: Mixed Use District (MU)⁷

“The Mixed-Use District is established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments, including retail sales, professional offices, service industries, bed-and-breakfasts, other similar uses and accompanying accessory uses.”

“Uses may be limited by location due to impacts and compatibility issues.”

⁵ Okaloosa County Property Appraiser, Department of Revenue Code, as referenced July 18, 2022

⁶ Crestview Comprehensive Plan, Future Land Use Element Policy 7.A.3.4(2)

⁷ Crestview Land Development Regulations, Section 4.03.00

The proposed use of the property **is consistent** with the above land use and zoning descriptions, as amended.

Also, because the proposed development includes residential and commercial uses, and as described of the same usages as existing development within the vicinity (see Table 1), a consistent development pattern is continued with this amendment.

ANALYSIS OF APPLICABLE POLICIES AND REGULATIONS

Crestview Comprehensive Plan

Policy 7.A.2.3 (5) states that “New mixed-use developments shall be located on or connected to collector or arterial roadways.”

RESPONSE: These two parcels, as an addition to a previously submitted and approved mixed use land use amendment and rezoning approval, are accessible to an arterial roadway. Parcel A of this application will connect to North Ferdon Boulevard, a “Principal Arterial – Other URBAN”, by ways of Third Avenue. Parcel B will also connect to North Ferdon Boulevard, a “Principal Arterial – Other URBAN”, by ways of Richburg Lane, a roadway designated as “Local URBAN”. Therefore, this development is consistent with the location criteria for the assignment of the category.

Urban Sprawl Analysis

Policy 7.A.6.5 states that “No zoning change or plan amendment shall be approved unless a finding is made that such zoning change and plan amendment will promote compact urban development and not encourage urban sprawl”.

RESPONSE: Because this site is located in an infill area, where City services such as transportation networks and water services exist, this change will not create an urban sprawl occurrence. Florida Statutes defines urban sprawl as:

“a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.”⁸

⁸ 163.3164(52), Florida Statutes (2022)

The following 163.3177(6), F.S. analysis determines that this request does not meet that definition.

1. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or single-use development or uses.

RESPONSE: These parcels are a part of a larger mixed-use development that will not be low-intensity or low-density. The proposed development will include multi-family residential and commercial uses.

2. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

RESPONSE: The subject parcels are not in an area considered to be rural. Both parcels are undeveloped and will be used for housing, which supports this criterion.

3. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

RESPONSE: As previously mentioned, these two parcels are additions to a mixed use development. Both parcels are surrounded by existing uses. No radial, strip, isolated, or ribbon patterns of development will occur as a result of this amendment.

4. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

RESPONSE: As shown in Exhibits 3, Parcel A contains no wetlands. Twin Creek runs into the southern portion of Parcel B, creating a wetland. No wetland impacts are projected at this time. The existing wetlands conditions are not expected to change at the time, but the applicant reserves the right to apply for the appropriate permits in regard to the forthcoming site plan development. Both properties are located in a Flood Zone C, or the area outside of the Special Flood Hazard Area (Exhibit 4).

5. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

RESPONSE: No agriculturally used or designated areas are within the vicinity of these parcels.

6. Fails to maximize use of existing public facilities and services.

RESPONSE: Existing public facilities and services, such as the existing transportation network, solid waste collection, and water services will be sought to serve this development as they are available.

7. Fails to maximize use of future public facilities and services.

RESPONSE: Any future public facilities and services will be used, as practical to the development.

8. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

RESPONSE: Services exist in the area. The approval of this request will not disproportionately increase the cost of providing service to this development.

9. Fails to provide a clear separation between rural and urban uses.

RESPONSE: The subject parcels are not in an area considered to be rural. No rural areas are adjacent to the subject parcels.

10. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

RESPONSE: This development is considered infill development.

11. Fails to encourage a functional mix of uses.

RESPONSE: As components of a larger mixed use development, the residential units in close proximity to other uses will encourage a functional mix of uses, especially as this development will provide a transition between existing commercial uses along SR 85 and Richburg Lane and those residential uses to the east and the south.

12. Results in poor accessibility among linked or related land uses.

RESPONSE: Other uses within the vicinity are easily accessible via Richburg Lane and SR 85 North.

13. Results in the loss of significant amounts of functional open space.

RESPONSE: There is no functional open space currently associated with these parcels.

Crestview Land Development Code

Section 3.06.07 states that “An application for a rezoning shall be reviewed in accordance with the following criteria.” These criteria include:

1. Whether the proposed zoning district is consistent with the City Comprehensive Plan;

RESPONSE: With the approval of the requested amendment of the Future Land Use Map to the Mixed-use category, the land use and zoning will be consistent. This criterion **will be met** with the approval of both amendment requests.

2. Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration;

RESPONSE: Although a final plan for development is not yet finalized, it is anticipated that the development will include a range of housing types, which include detached single family and attached multi-family, which will be compatible with the existing residential uses to the east and north and non-residential uses to the west and south. This criterion **is met**.

3. Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration;

RESPONSE: As indicated by Section 4.03.00(B), the Mixed-use District is (in part) “established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments... Each parcel, lot, tract or other division of land may contain multiple single- and multi-family dwellings according to the density allowed by the size of each piece of land.” Therefore, this criterion **is met** since a multi-family use is considered allowable.

4. Whether the proposed zoning district will serve a community need or broader public purpose;

RESPONSE: The development of multi-family housing will serve the need for additional housing within the community, which also serves the need for Eglin Air Force Base. This criterion **is met**.

5. To ensure there are not multiple zoning districts assigned to one parcel. Except if secondary zoning is Conservation (E), designated on a plat or development plans as a parcel or easement of conservation or jurisdictional wetlands;

RESPONSE: With the approval of proposed Future Land Use Map amendment and rezoning, each parcel will be designated with only one zoning district. This criterion **is met**.

6. The characteristics of the proposed rezoning area are suitable for the uses permitted in the proposed zoning district; and

RESPONSE: As indicated above, the rezoning allows for multi-family uses, which is a portion of the anticipated development of these parcels. Additional housing types are planned as part of the development. This criterion **is met**. Additionally, the location for this use is ideal, as a transitional use between more intense commercial and less intense single-family uses.

7. Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.

RESPONSE: The requested zoning district is actually less intense than the existing Okaloosa County Mixed Use zoning assigned for Parcel B. Therefore, the reduction of adverse impacts to the adjacent residential uses surrounding this parcel will be beneficial with the assignment of the requested category. The redesignation of Parcel A will be consistent with the larger parcel which was recently annexed and amended to the City's Mixed Use Future Land Use category.

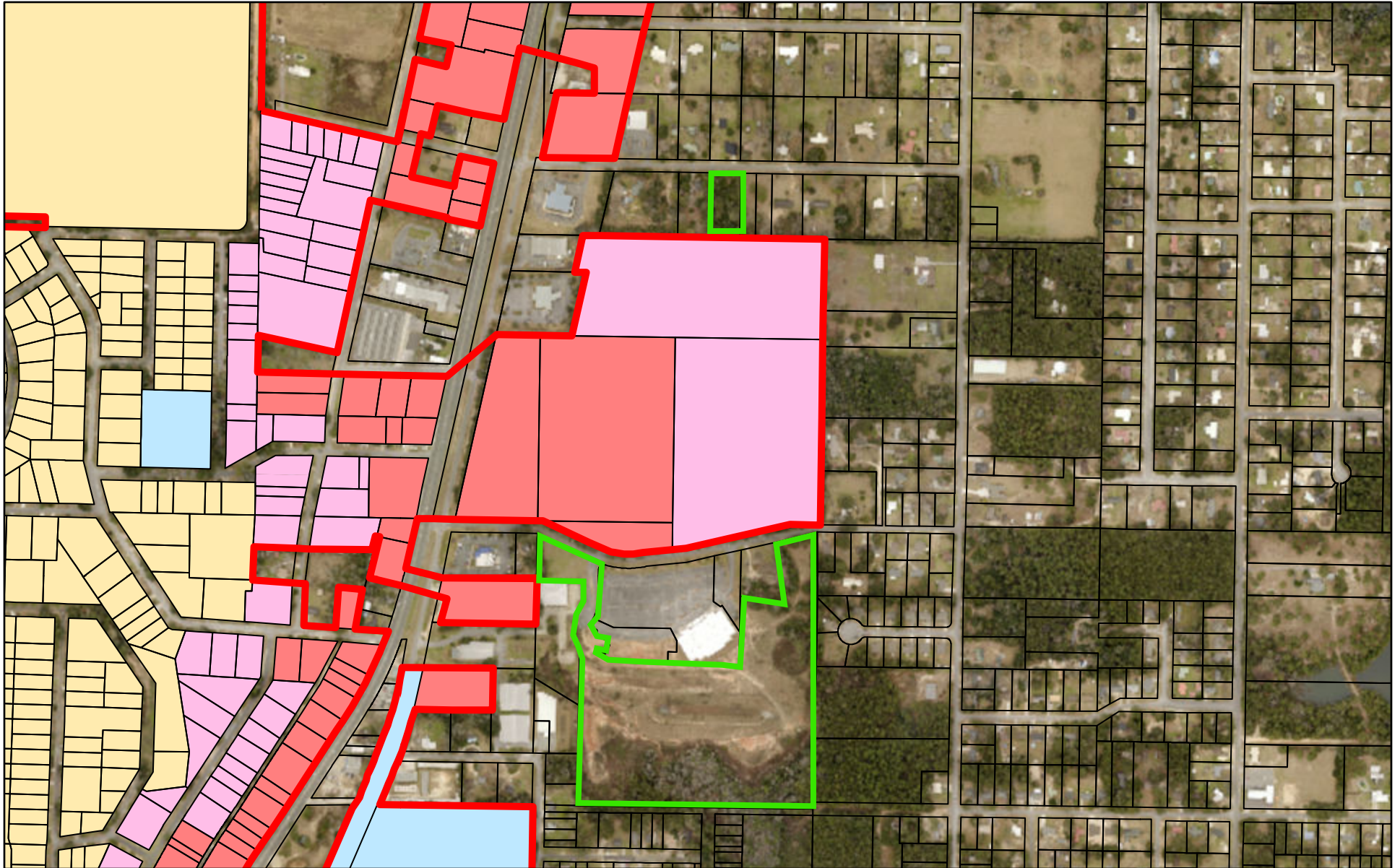
FINDINGS AND CONCLUSIONS

The amendment of the Comprehensive Plan and zoning designations for these properties will be compatible with the existing surrounding development. The proposed amendment will not result in any land use conflicts with the existing uses. No adverse impacts will be generated such as unordinary noise, smoke, exhaust, emissions, dust, adverse lighting,

vibrations, or odors that would be detrimental to the existing surrounding uses or would otherwise disturb the quiet enjoyment of nearby residents.

Additionally, the proposed amendment is consistent with and furthers the Goals, Objectives, and Policies of the Crestview Comprehensive Plan, and complies with the adopted requirements of the City's Land Development Regulations. The designation of these properties as Mixed-use will not create a condition that will negatively impact the nearby residential uses over time and will provide a transitional tier form intense uses to less intense uses within the vicinity.

Exhibit 1A - Crestview Future Land Use Map



2/17/2023, 2:09:10 PM

Future Land Use

Residential (R)

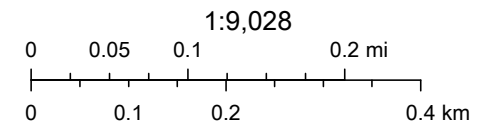
Mixed Use (MU)

Commercial (C)

Public Lands (PL)

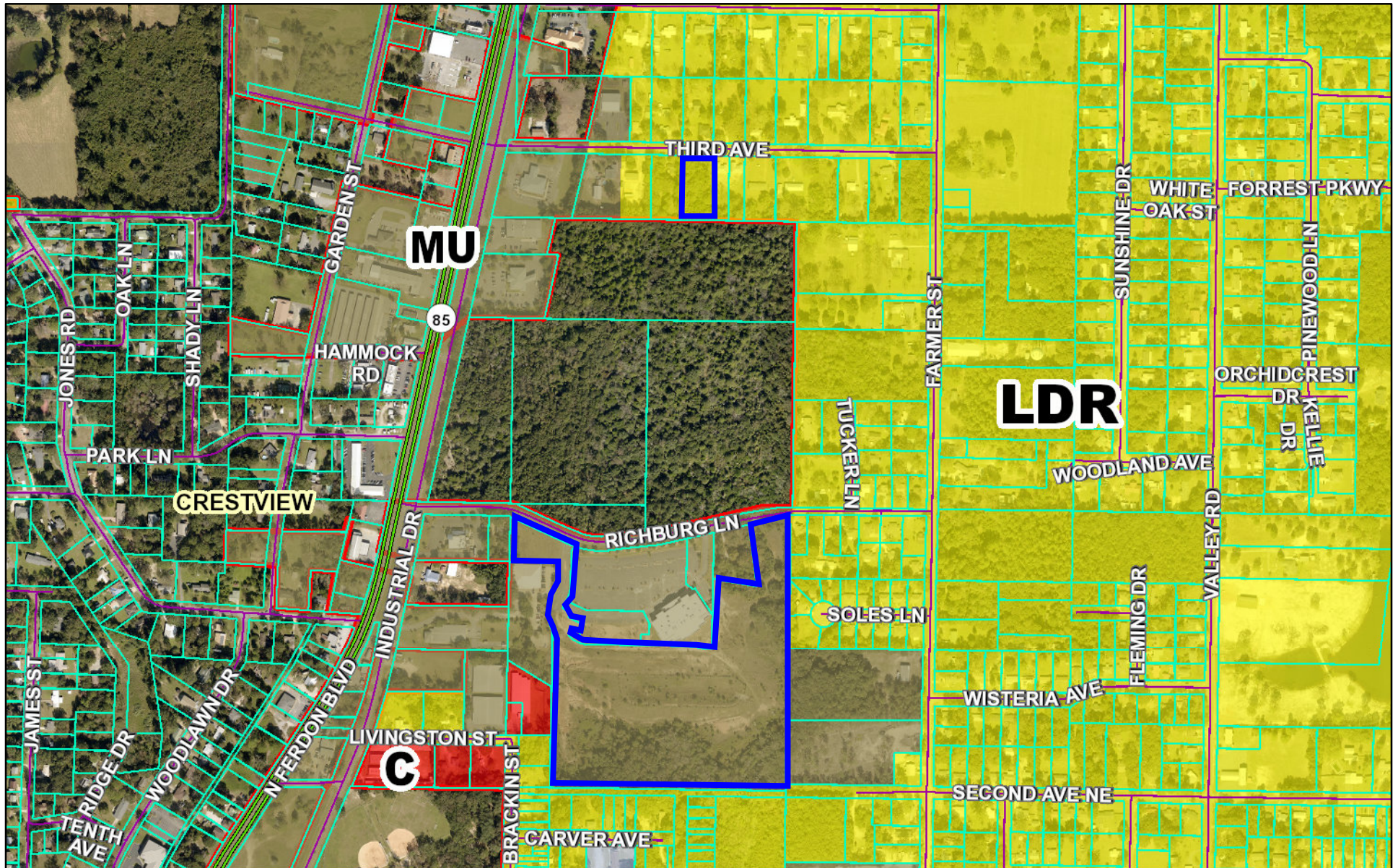
Crestview City Limits

Approximate Project Boundaries



Maxar

Exhibit 1B - Okaloosa Future Land Use Map



February 17, 2023

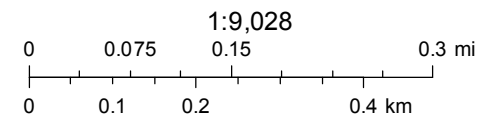
Mixed Use (MU)

Commercial (C)

Low Density Residential (LDR)

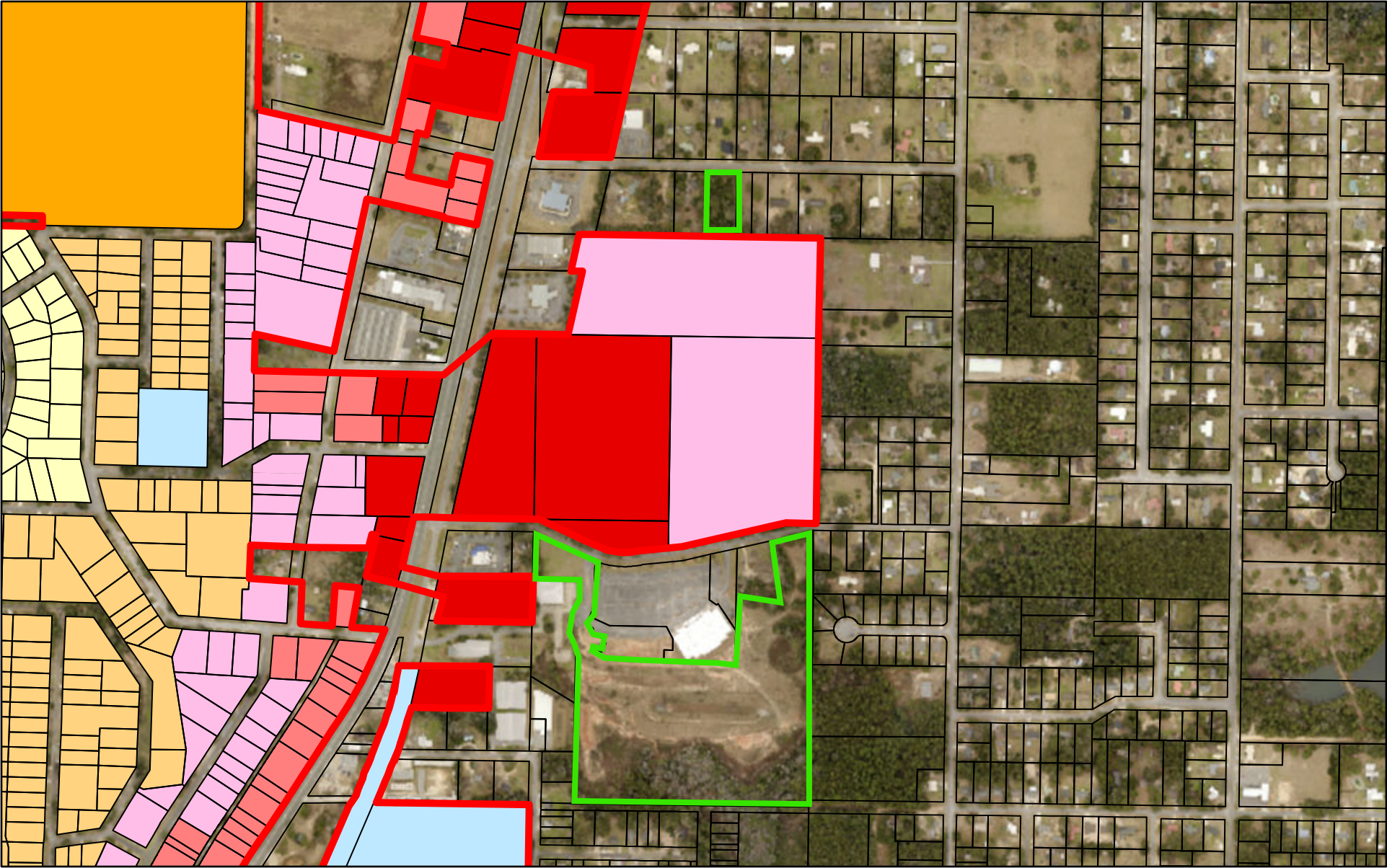
Crestview City Limits

Approximate Project Boundaries



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Exhibit 2A - Crestview Zoning Map



2/17/2023, 2:40:15 PM

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

- Crestview City Limits
- Approximate Project Boundaries

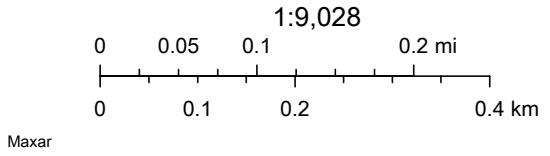
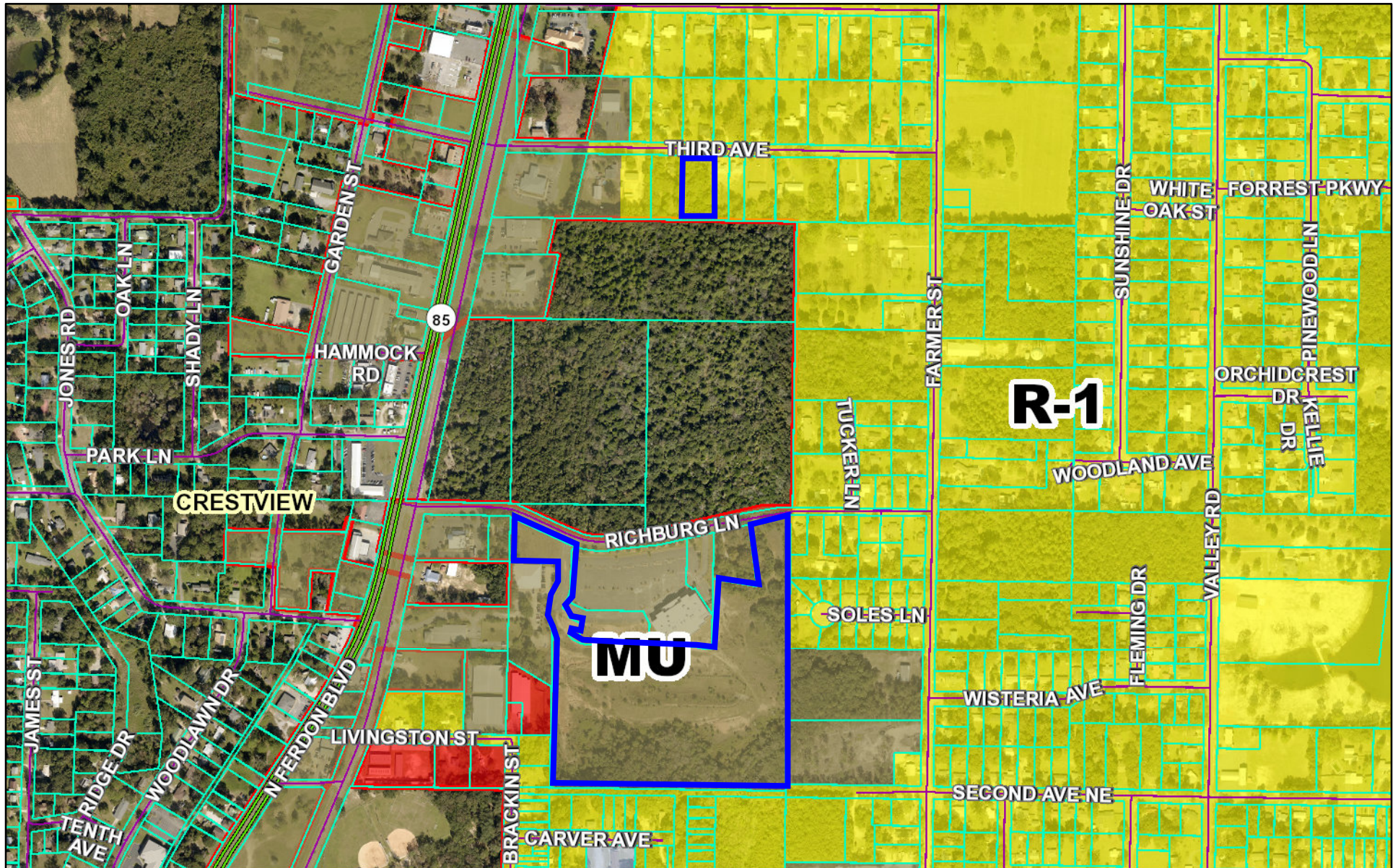


Exhibit 2B - Okaloosa Zoning Map



February 17, 2023

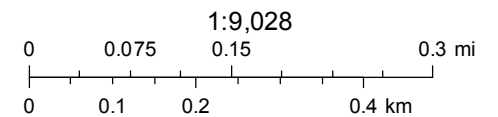
Mixed Use (MU)

Commercial (C)

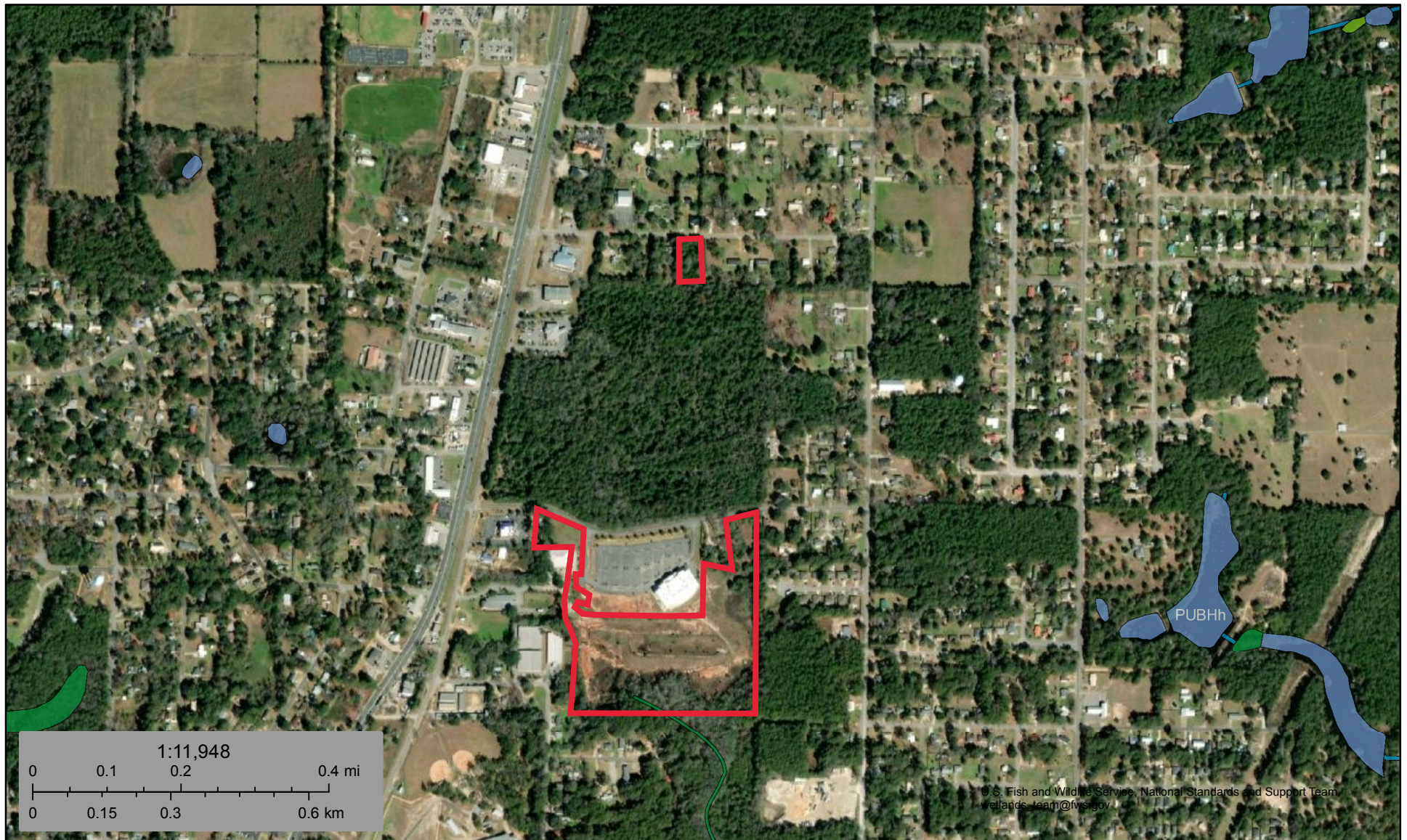
Low Density Residential (LDR)

Crestview City Limits

Approximate Project Boundaries



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



February 17, 2023

Wetlands

- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |
| | |  Approximate Project Boundaries |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMette



86°33'44"W 30°47'7"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature



Approximate Project Boundaries



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

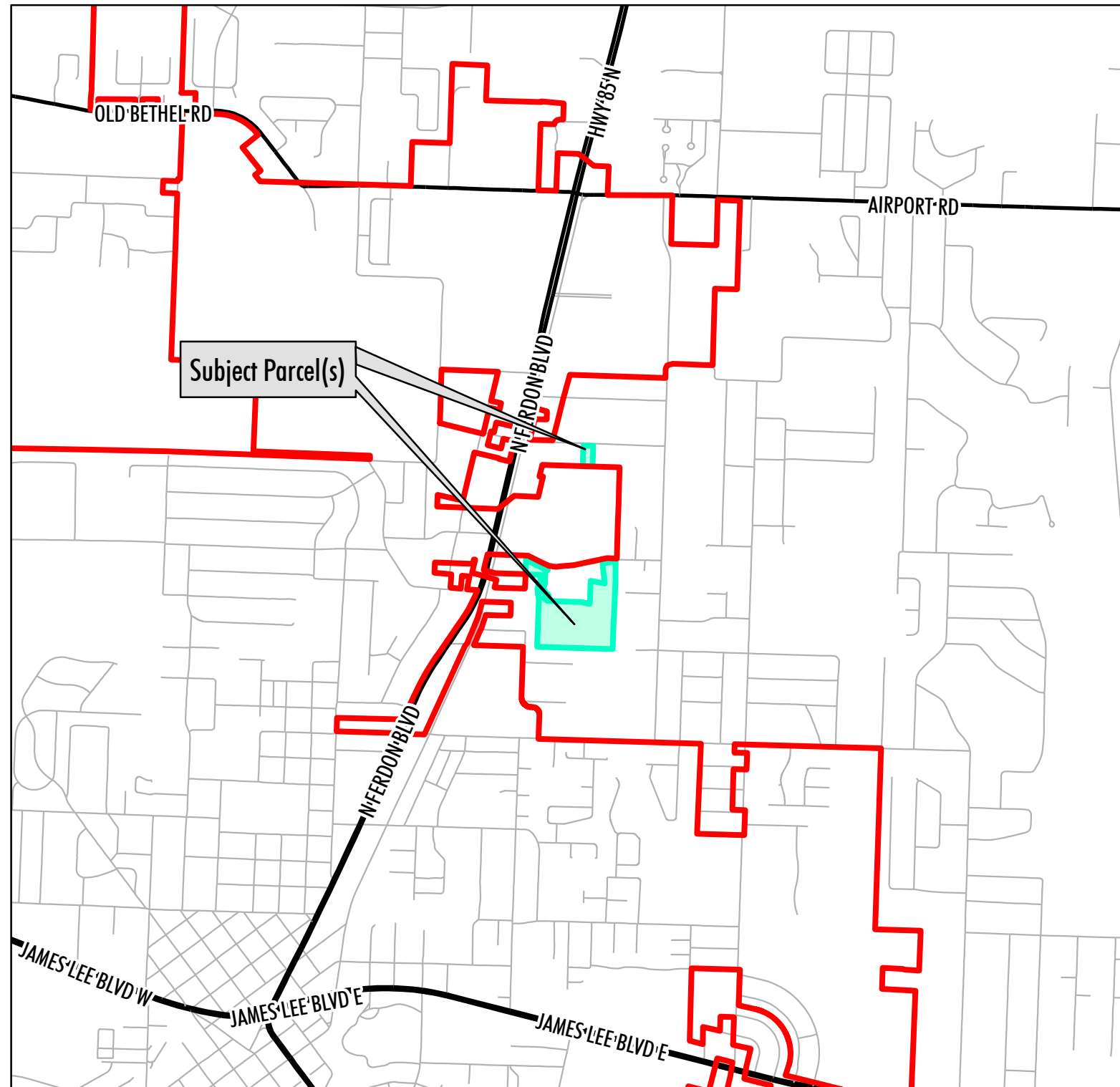
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/20/2023 at 1:15 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

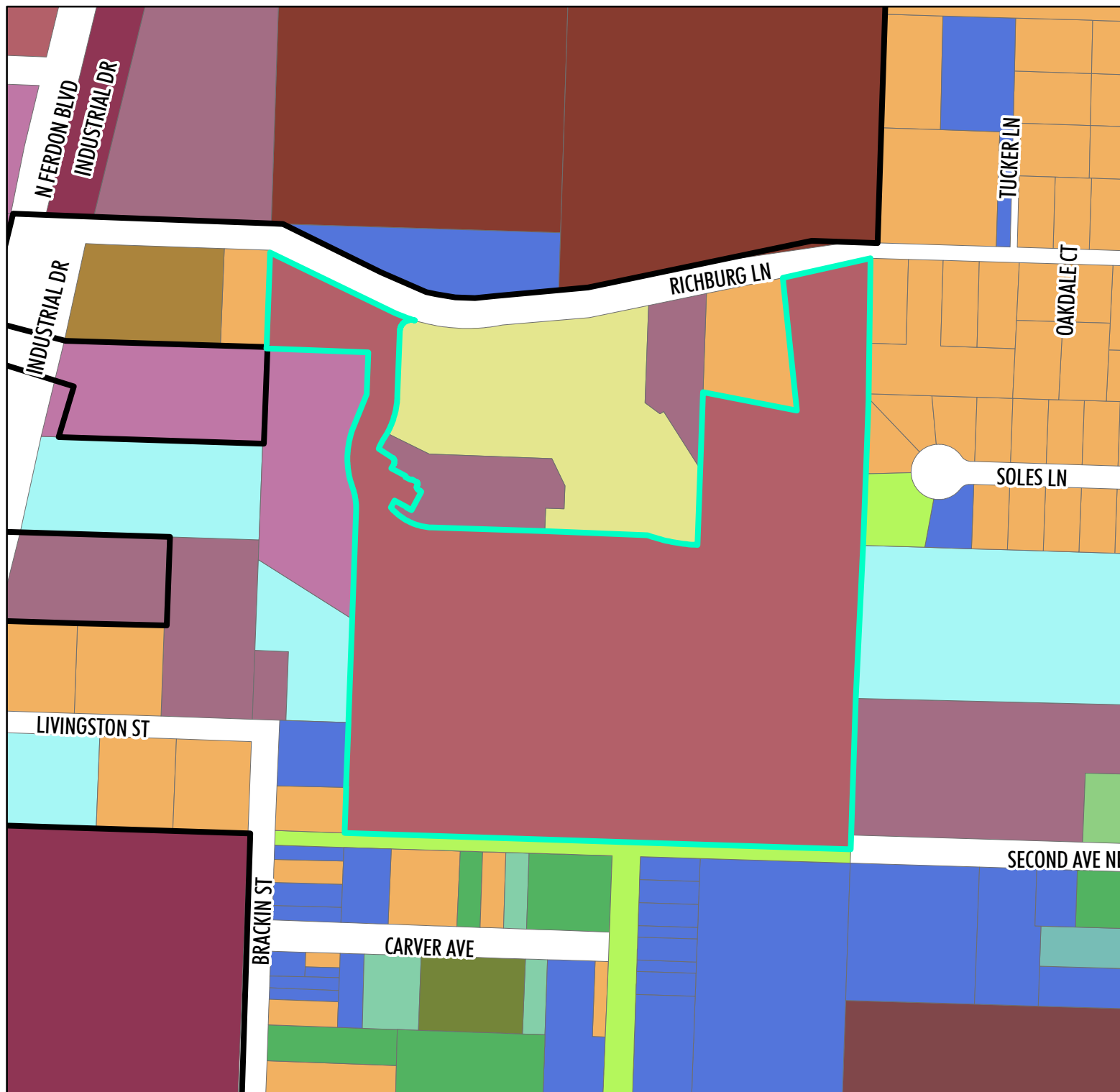
Vicinity Map



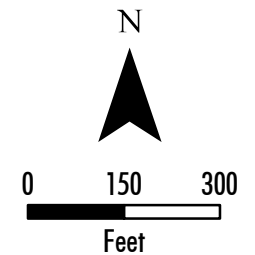
Not to Scale



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



Existing Use Richburg Parcel



Legend

- Subject Parcel
- City Limits

Existing Use

- Churches
- County
- Manufactured Home
- Minderal Pr
- Mobile Home
- Multi-Family
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Single Family
- Theater/Au
- Vacant Institutional
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Warehouse

Current FLU Richburg Parcel



0 150 300
Feet

Legend

Subject Parcel

City Limits

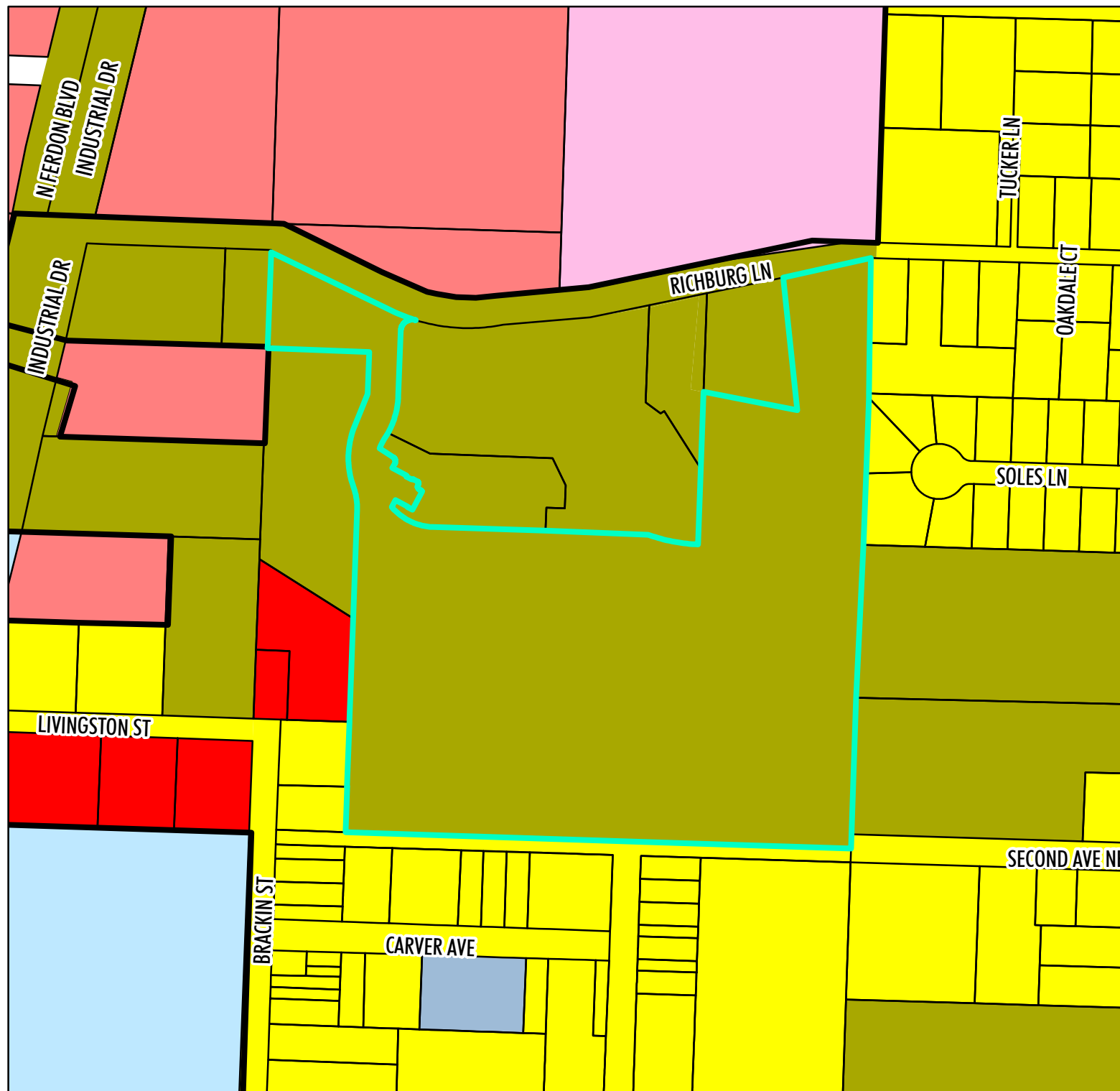
City Future Land Use

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

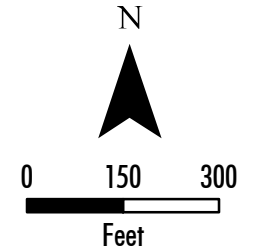
County Future Land Use

- Commercial (C)
- Institutional (INST)
- Low Density Residential (LDR)
- Mixed Use (MU)

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U.S. SURVEY FEET



Current Zoning Richburg Parcel



Legend

Subject Parcel

City Limits

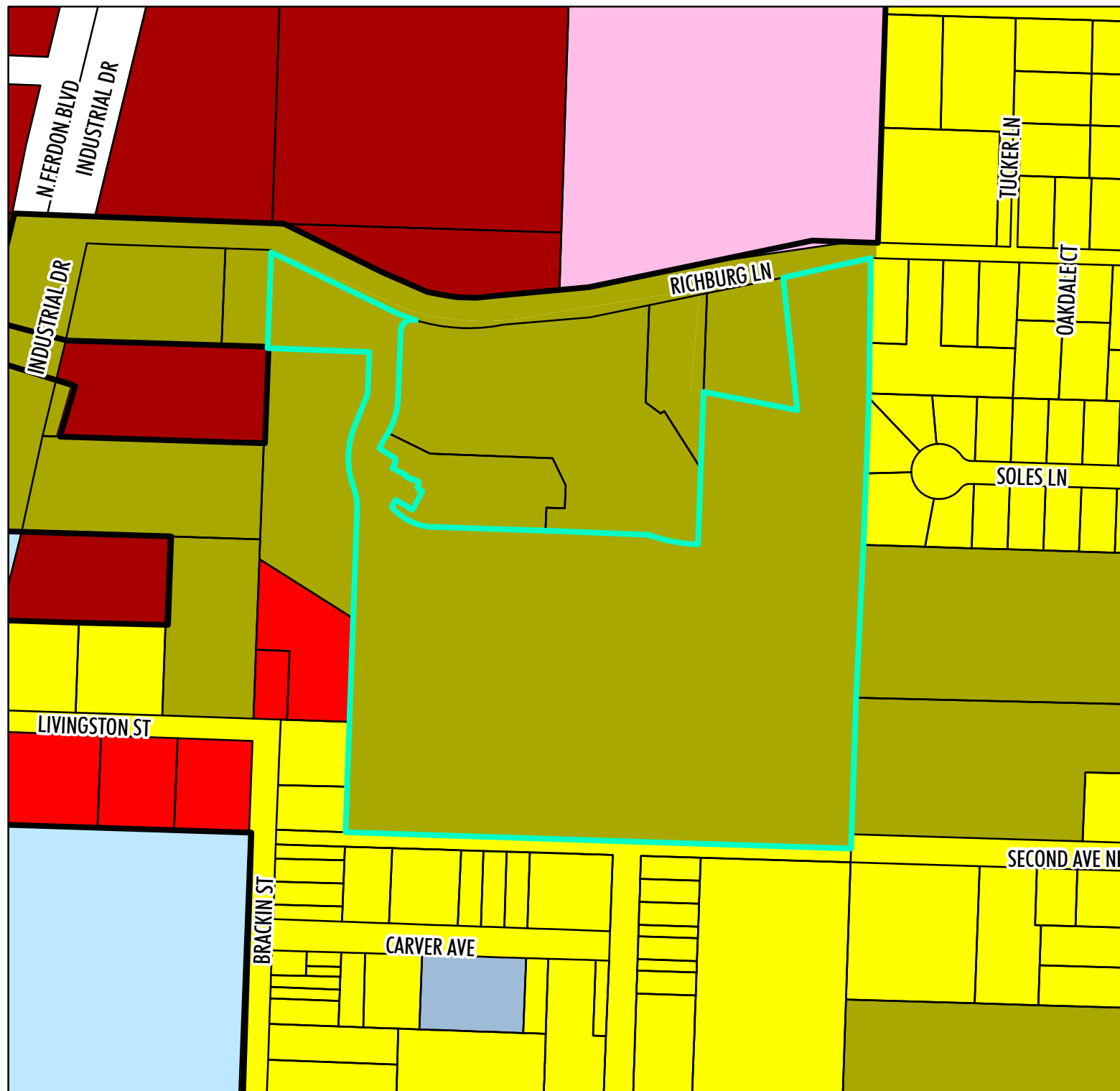
City Zoning

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

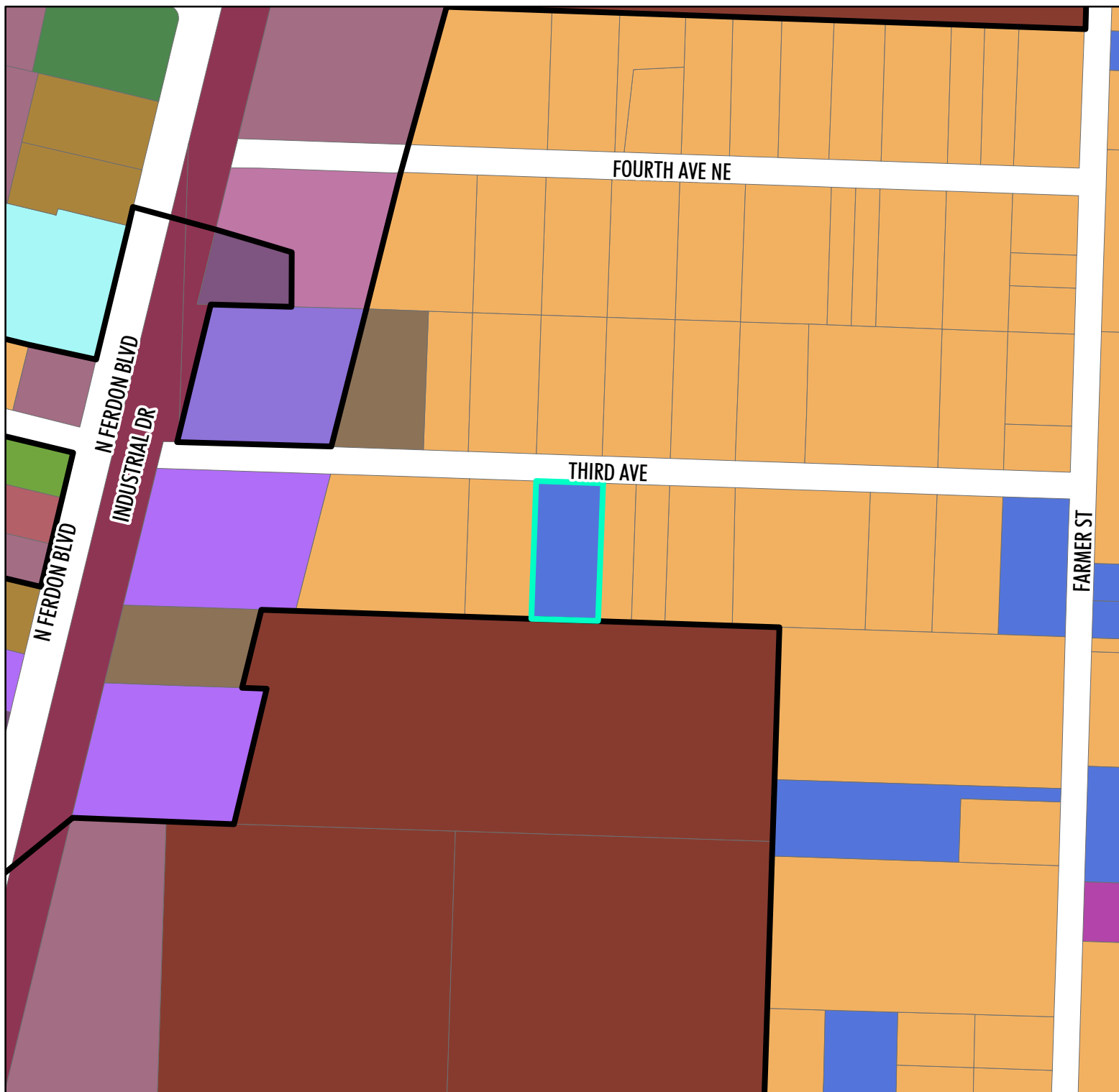
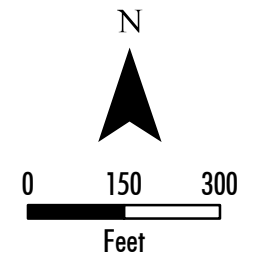
County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)
- Institutional (INST)

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



Existing Use Third Ave. Parcel



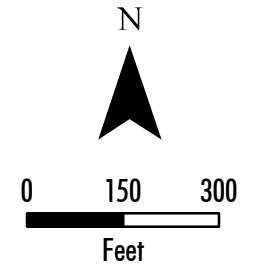
Legend

- Subject Parcel
- City Limits

Existing Use

- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Utilities
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

Current FLU Third Ave. Parcel



Legend

Subject Parcel

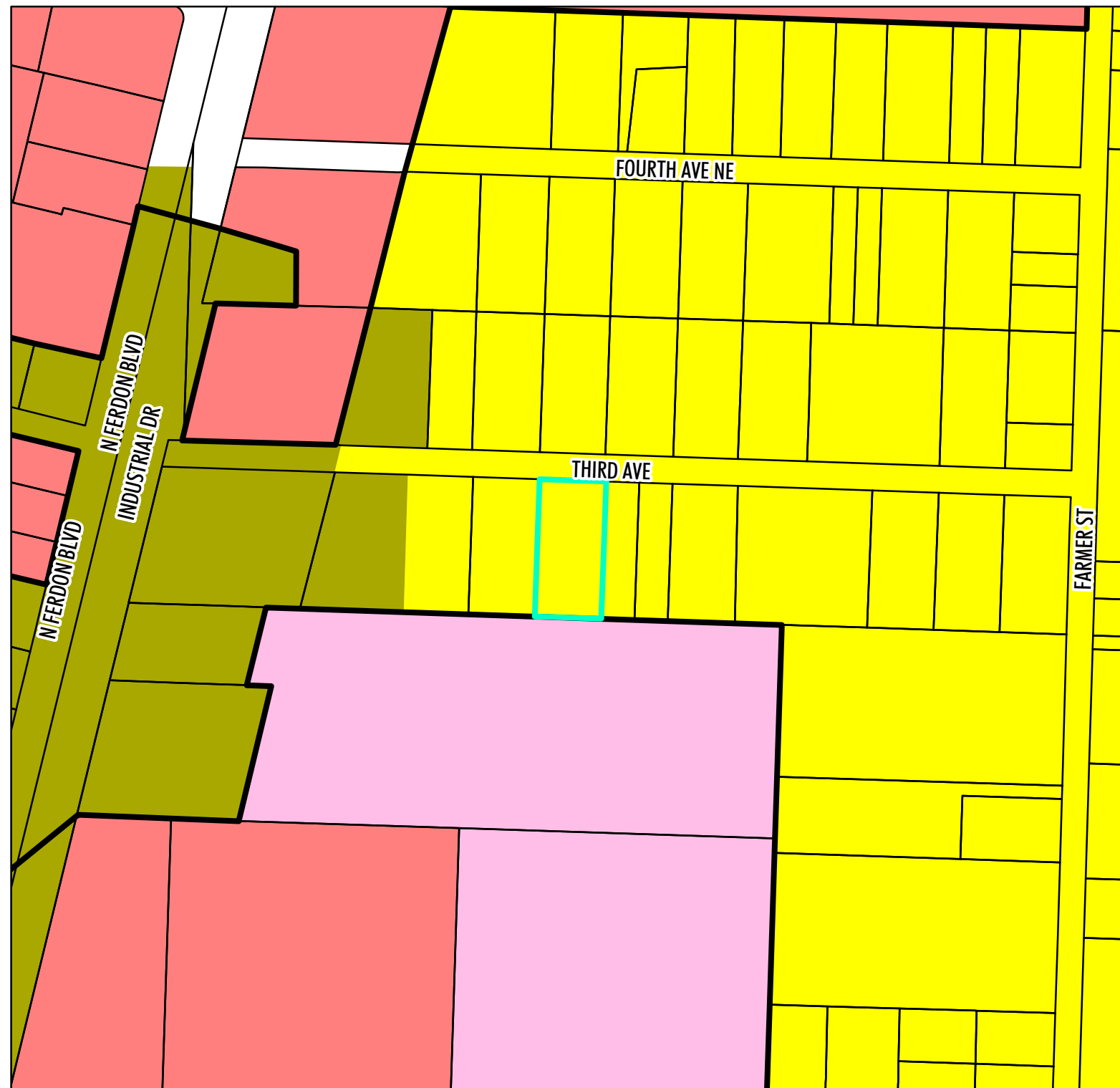
City Limits

City Future Land Use

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

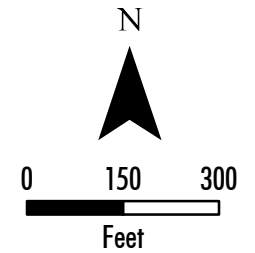
County Future Land Use

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



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

Current Zoning Third Ave. Parcel



Legend

Subject Parcel

City Limits

City Zoning

Single Family Estate Dwelling District (R-1E)

Single Family Low Density District (R-1)

Single Family Medium Density District (R-2)

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

Mixed Use (MU)

Commercial (C-1)

Commercial (C-2)

Industrial (IN)

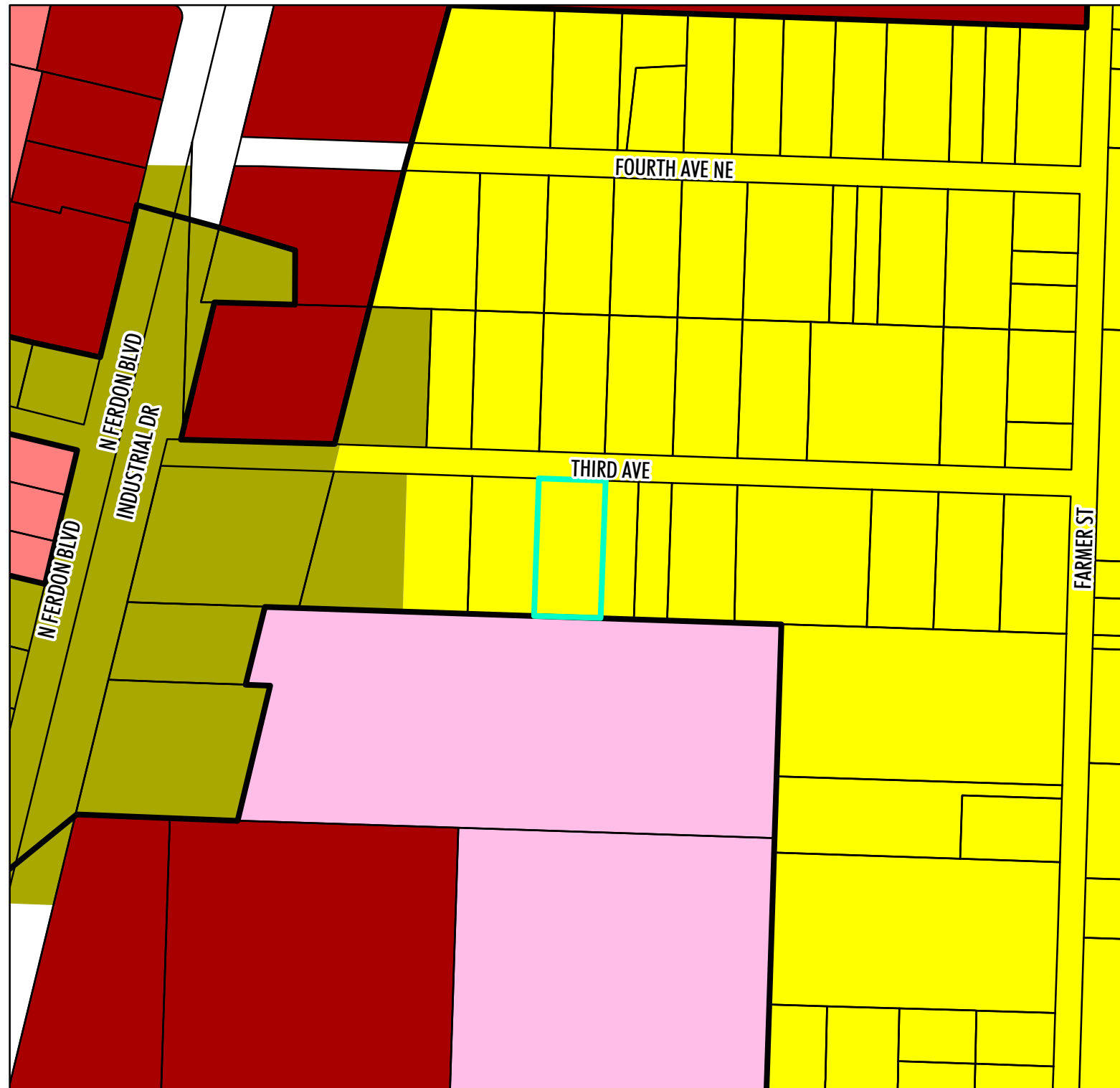
Public Lands (P)

Conservation (E)

County Zoning

Residential - 1 (R-1)

Mixed Use (MU)



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

Proposed Future Land Use



0 225 450
Feet

Legend

 Subject Parcel

 City Limits

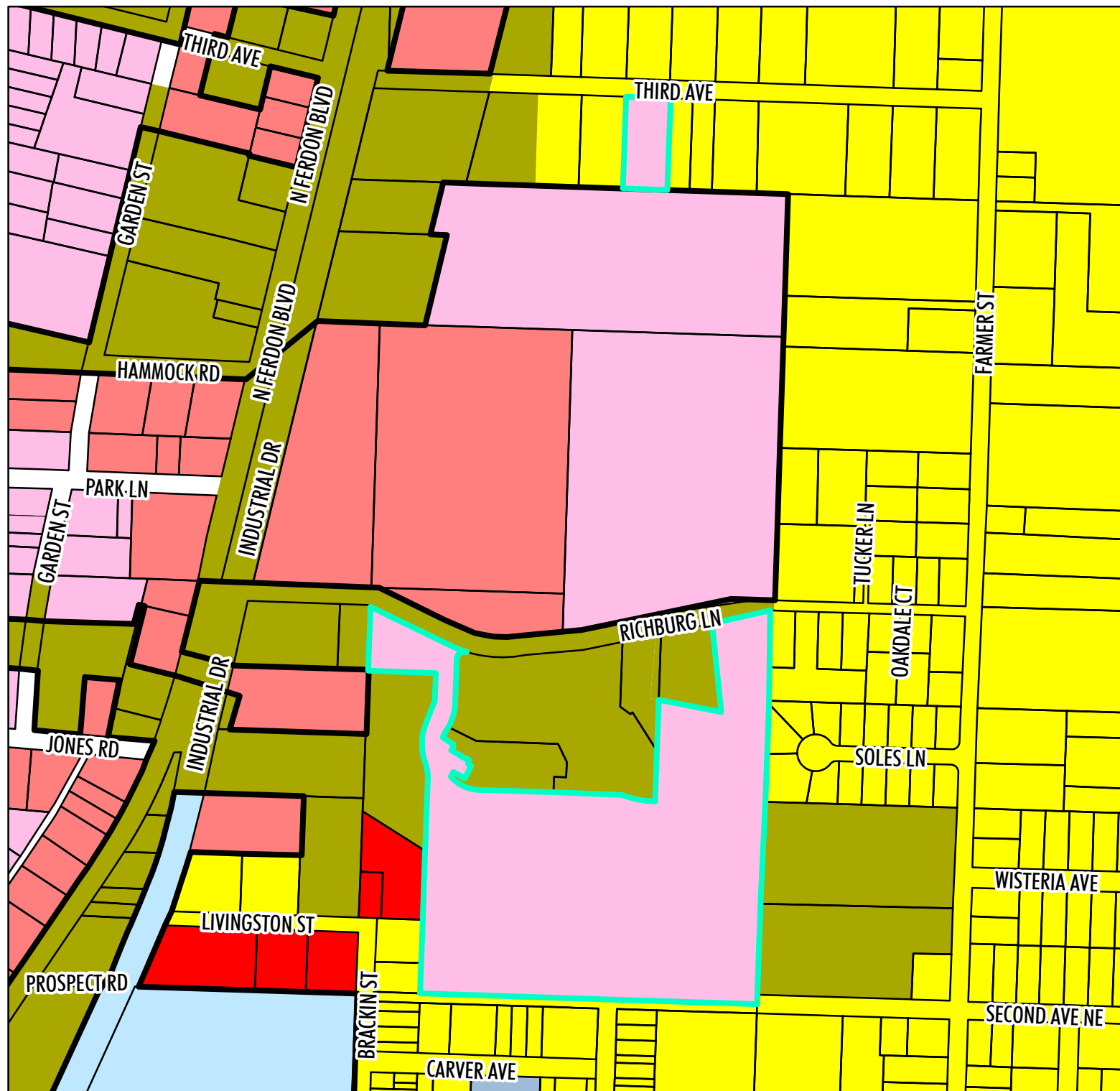
City Future Land Use

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

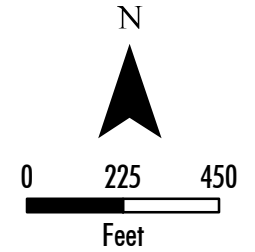
County Future Land Use

-  Commercial (C)
-  Institutional (INST)
-  Low Density Residential (LDR)
-  Mixed Use (MU)

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



Proposed Zoning



Legend

Subject Parcel

City Limits

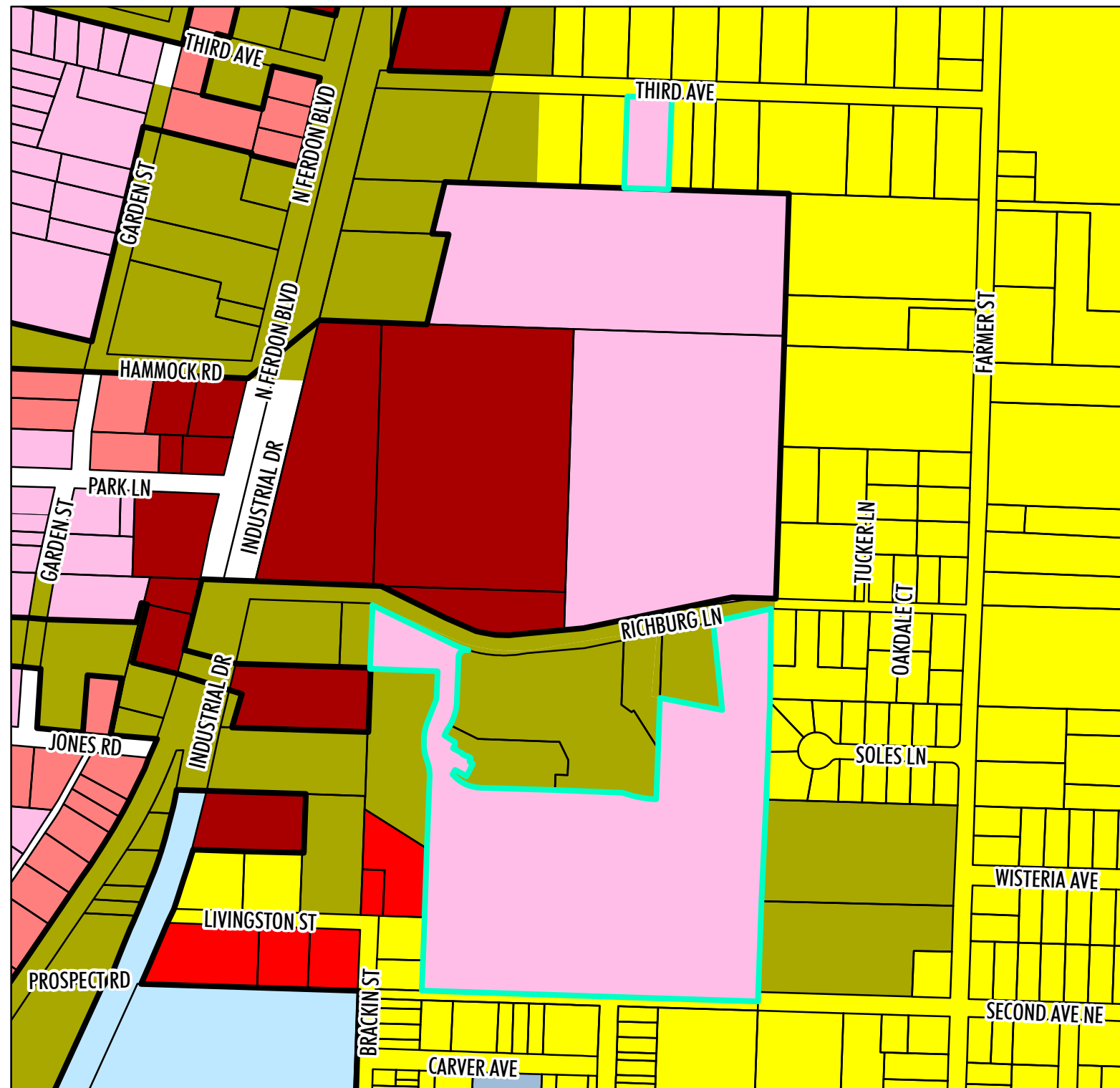
City Zoning

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

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)
- Institutional (INST)

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





Staff Report

CITY COUNCIL MEETING DATE: April 10, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 4/5/2023
SUBJECT: Ordinance 1927 - Richburg Lane and Third Avenue Rezoning

BACKGROUND:

On February 27, 2023 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Third Avenue and at 2828 Richburg Lane.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential & Mixed Use and Residential-1 & Mixed Use, respectively.

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

On April 3, 2023, the Planning and Development Board recommended Ordinance 1927 not be approved.

DISCUSSION:

The property description is as follows:

Property Owner: MH Crestview Land LLC
17005 Emerald Coast Pkwy
Destin, FL 32541
Parcel ID: 04-3N-23-1840-0012-0080
09-3N-23-0000-0011-001A
Site Size: 23.28 acres
Current FLU: Okaloosa County Low Density Residential & Mixed Use
Current Zoning: Okaloosa County Residential-1 & Mixed Use
Current Land Use: Vacant

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

Third Avenue Parcel

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
South	Mixed Use (MU)	Mixed Use (MU)	Vacant
West	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential

Richburg Parcel

Direction	FLU	Zoning	Existing Use
North	Commercial (C) & Mixed Use (MU)	Commercial High-Intensity District (C-2) & Mixed Use (MU)	Commercial & Vacant
East	Okaloosa County Low Density Residential & Mixed Use	Okaloosa County Residential-1 & Mixed Use	Residential & Commercial
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential & Vacant
West	Okaloosa County Commercial, Low Density Residential & Mixed Use	Okaloosa County General Commercial, Residential-1 & Mixed Use	Commercial, Residential & Vacant

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

Staff reviewed the request for rezoning and finds the following:

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on March 14, 2023. The property was posted on March 20, 2023. An advertisement ran in the Crestview News Bulletin on March 23 & 30, 2023.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

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

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

Staff respectfully requests that the Council approve Ordinance 1927 on First Reading and move to Second Reading for adoption.

Attachments

1. Attachment 4 MH annex land rezone
2. Exhibit Packet

ORDINANCE: 1927

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 23.28 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY RESIDENTIAL-1 AND MIXED USE ZONING DISTRICT TO THE MIXED USE (MU) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 2 – PROPERTY REZONED. The following described 23.28 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 23.28 acres, more or less, being formerly zoned Okaloosa County Residential-1 and Mixed Use with the Mixed Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1926, is hereby rezoned to Mixed Use (MU) to wit:

PIN # 04-3N-23-1840-0012-0080

LOT 8, BLOCK 12, OAKDALE MINIATURE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PIN # 09-3N-23-0000-0011-001A

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION), MARKING THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°08'22" WEST, A DISTANCE OF 62.99 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF RICHBOURG LANE AND THE POINT OF BEGINNING; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 64°11'04" EAST, A DISTANCE OF 232.86 FEET; THENCE SOUTH 66°25'43" EAST, A DISTANCE OF 114.49 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°02'50", A DISTANCE OF 45.84 FEET (CHORD=BEARING SOUTH 54°35'35" WEST, CHORD=39.68 FEET); THENCE SOUTH 02°04'10" WEST, A DISTANCE OF 141.69 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 183.00 FEET ; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

30°26'46", A DISTANCE OF 97.24 FEET (CHORD BEARING=SOUTH 17°17'33" WEST, CHORD LENGTH=96.10 FEET), TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'41" A DISTANCE OF 25.48 FEET (CHORD BEARING=SOUTH 26°40'35" WEST, CHORD=25.43 FEET); THENCE SOUTH 56°55'44" EAST, A DISTANCE OF 25.85 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°47'25", A DISTANCE OF 15.50 FEET (CHORD BEARING=SOUTH 12°32'01" EAST, CHORD=13.99 FEET); THENCE SOUTH 31°51'41" WEST, A DISTANCE OF 10.61 FEET; THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 35.10 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 3.14 FEET (CHORD BEARING=SOUTH 16°42'35" EAST, CHORD=2.83 FEET); THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 12.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 3.14 FEET (CHORD BEARING=NORTH 73°17'25" EAST, CHORD=2.83 FEET); THENCE SOUTH 61°42'35" EAST, A DISTANCE OF 11.14 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°58'29", A DISTANCE OF 7.24 FEET (CHORD BEARING=SOUTH 20°13'21" EAST, CHORD=6.62 FEET); THENCE SOUTH 27°53'02" WEST, A DISTANCE OF 5.29 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 15.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°20'26", A DISTANCE OF 13.62 FEET (CHORD BEARING=SOUTH 45°05'48" EAST, CHORD=13.20 FEET), TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 22.98 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°41'12", A DISTANCE OF 2.28 FEET (CHORD BEARING=SOUTH 23°16'09" EAST, CHORD=2.28 FEET); THENCE SOUTH 27°34'34" WEST, A DISTANCE OF 44.53 FEET; THENCE NORTH 61°42'35" WEST, A DISTANCE OF 11.99 FEET; THENCE NORTH 28°17'25" EAST, A DISTANCE OF 1.00 FEET; THENCE NORTH 61°42'35" WEST, A DISTANCE OF 30.68 FEET; THENCE SOUTH 28°17'25" WEST, A DISTANCE OF 16.56 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°47'27", A DISTANCE OF 108.63 FEET (CHORD BEARING=SOUTH 62°57'51" EAST, CHORD=105.24 FEET) THENCE SOUTH 87°51'34" EAST, A DISTANCE OF 472.22 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 360.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41'43", A DISTANCE OF 111.18 FEET (CHORD BEARING=SOUTH 79°00'42" EAST, CHORD=110.74 FEET); THENCE NORTH 02°04'10" EAST, A DISTANCE OF 333.44 FEET; THENCE SOUTH 77°01'33" EAST, A DISTANCE OF 219.60 FEET; THENCE NORTH 03°57'38" WEST, A DISTANCE OF 282.20 FEET; THENCE NORTH 81°44'56" EAST, A DISTANCE OF 176.86 FEET; THENCE SOUTH 02°04'06" WEST, A DISTANCE OF 1251.48 FEET; THENCE NORTH 88°17'57" WEST, A DISTANCE OF 1105.06 FEET; THENCE NORTH 02°08'22" EAST, A DISTANCE OF 690.59 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 136.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°58'44", A DISTANCE OF 54.54 FEET (CHORD BEARING=NORTH 09°21'00" WEST, CHORD=54.18 FEET), TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE

NORTHEAST, HAVING A RADIUS OF 185.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°42'20", A DISTANCE OF 137.89 FEET (CHORD BEARING=NORTH 00°30'48" EAST, CHORD=134.72 FEET); THENCE NORTH 21°51'58" EAST, A DISTANCE OF 81.38 FEET; THENCE NORTH 02°04'06" EAST, A DISTANCE OF 91.03 FEET; THENCE NORTH 87°50'33" WEST, A DISTANCE OF 221.43 FEET; THENCE NORTH 02°08'22" EAST, A DISTANCE OF 208.45 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1926 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 24th day of April, 2023.

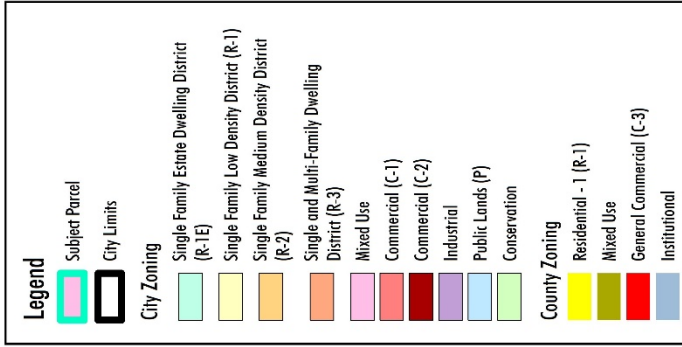
ATTEST:

Maryanne Schrader
City Clerk

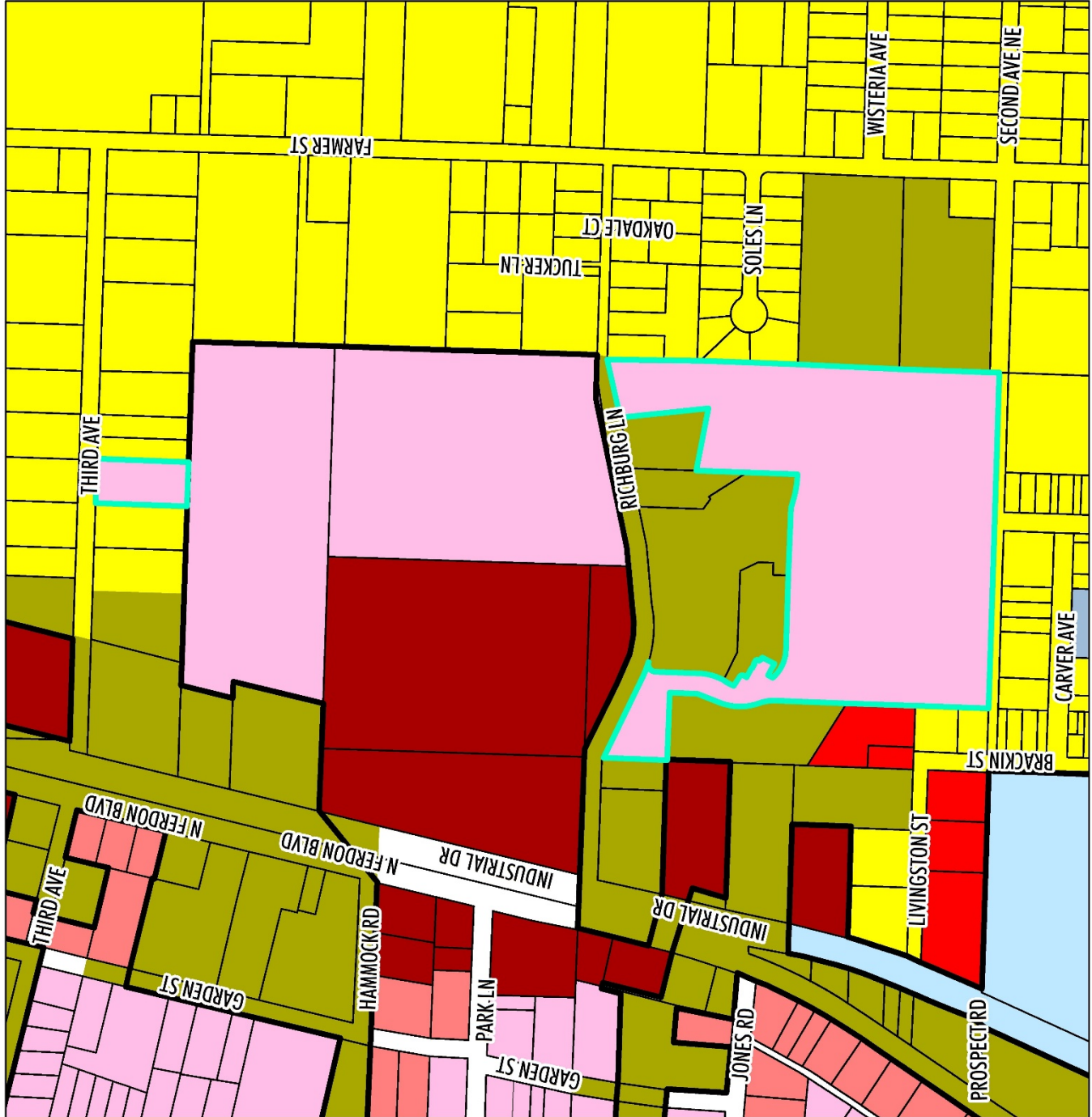
Approved by me this 24th day of April, 2023.

J. B. Whitten
Mayor

Adopted Zoning



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



Attachment 4

Prepared for an Annexation, Comprehensive Plan Future Land Use Map Amendment and Rezoning Request

For two properties, referenced as Parcel ID Numbers 04-3N-23-1840-0012-0080 and
09-3N-23-0000-0011-001A.

Conducted for:

MH Crestview Land LLC
17005 Emerald Coast Pkwy
Destin, FL 32541
Ph: 850.803.2000

Prepared for:

City of Crestview Community Development Services
Ph: 850.682.1560
198 Wilson St. North
Crestview, FL 32536

Prepared by:

the planning collaborative



the planning collaborative

February 20, 2023

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PURPOSE AND INTRODUCTION

This report supports a request to annex two (2) lots into the City of Crestview and amend the Crestview Future Land Use Map and Zoning Map to allow for the construction of residential uses. This request is respectfully submitted to amend the parcels to the Mixed-Use Future Land Use category and zoning district.

The existing land use of the one (1) acre parcel to the north (Parcel A) is “Vacant”, and the 22.28 acre parcel to the south (Parcel B) is “Vacant/Com” according to the Okaloosa County Property Appraiser.¹ The requests are supported herein. The analysis supplied with this application looks at the maximum residential development potential of these parcels as the request is being made to support the development of a multi-family residential complex.

The consultant, the planning collaborative, reviewed, and analyzed the following documents and websites in preparation of this report and application.

- The Okaloosa County Property Appraiser website data and maps
- The Crestview Comprehensive Plan, as published online
- The Crestview Land Development Code, as published online
- Okaloosa’s GIS Mapping webpage
- Crestview’s GIS Mapping webpage
- The Federal Emergency Management Agency’s flood maps
- The National Wetland Inventory Online Map
- FDOT Okaloosa County Functional Classifications, dated April 29, 2014
- Correspondence with various City departments, Okaloosa County School Board, and Auburn Water

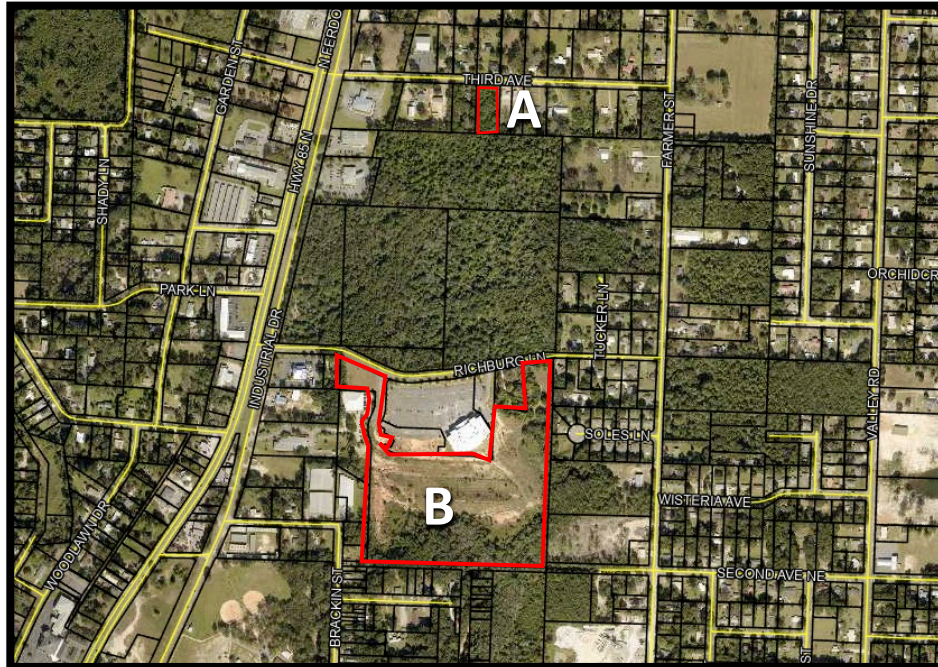
DESCRIPTION OF EXISTING CONDITIONS

This request is being made for two (2) parcels. As labeled in Figure 1, the first (Parcel A) is located to the south of Third Ave and the second (Parcel B) is located to the south of Richburg Lane. The parcel numbers are as follows, respectively: 04-3N-23-1840-0012-0080 and 09-3N-23-0000-0011-001A. Both combined include +/- 23.28 acres total. Parcel A is designated by the Okaloosa County Future Land Use Map as Low Density Residential (LDR) and the Okaloosa County Zoning Map as Residential 1 (R-1). Parcel B is designated by the Okaloosa County Future Land Use Map as Mixed Use (MU) and the

¹ Okaloosa County Property Appraiser, Department of Revenue Code, as referenced February 7, 2023

Okaloosa County Zoning Map as Mixed Use (MU). Exhibits 1 and 2 include the Future Land Use Maps and Zoning Maps for Crestview and Okaloosa County.

Figure 1. Existing Parcel Boundaries

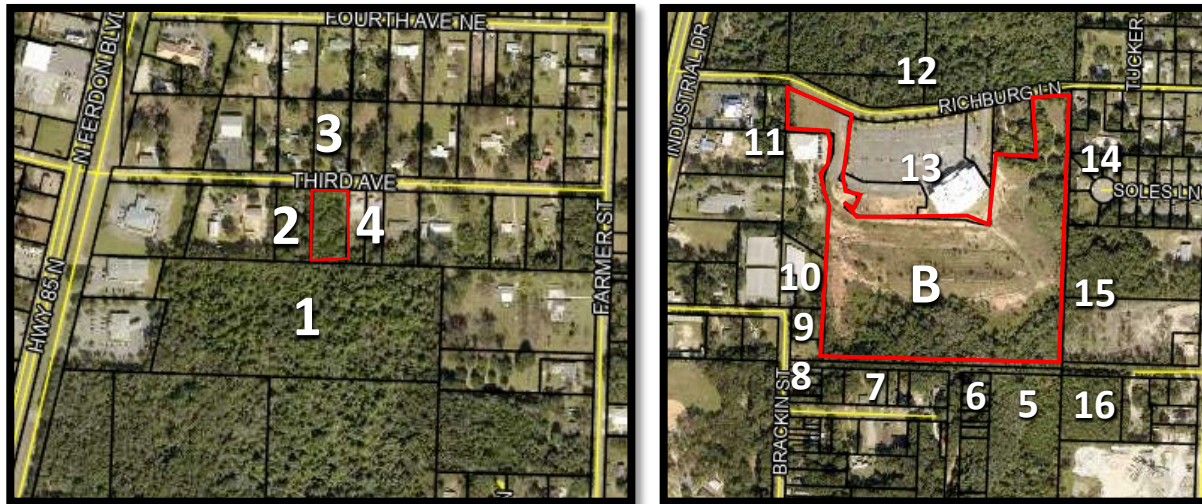


Source: Okaloosa County Property Appraiser, February 2023

 Approximate Boundary of Parcels

Figure 2 following depicts the location of the two parcels in relation to adjacent parcels. This graphic is considered with Table 1 to show consistency with adjacent residential uses.

Figure 2. Reference Maps for Adjacent Uses



Source: Okaloosa County Property Appraiser, February 2023

Approximate Boundary of Parcels

Table 1 below, describes the existing uses, the Future Land Use, and Zoning assigned to the parcels within the vicinity of these properties. The map annotation refers to the numbers on Figure 2 above.

Table 1. Adjacent Uses

Map Annotation	Property Appraiser Tax Code	Future Land Use	Zoning District
1	No Ag Acre	Mixed-Use (City)	Mixed-Use (City)
2	Single Family	Low Density Residential (County)	R-1 (County)
3 (3 parcels)	Single Family	Low Density Residential (County)	R-1 (County)
4 (2 parcels)	Single Family	Low Density Residential (County)	R-1 (County)
5	Vacant	Low Density Residential (County)	R-1 (County)
6 (5 parcels)	Vacant	Low Density Residential (County)	R-1 (County)
7 (6 parcels)	Mobile Home x2 Vacant Institutional Single Family x2 Vacant	Low Density Residential (County)	R-1 (County)
8 (5 parcels)	Vacant x3 Single Family	Low Density Residential (County)	R-1 (County)

Map Annotation	Property Appraiser Tax Code	Future Land Use	Zoning District
9 (2 parcels)	Single Family Vacant	Low Density Residential (County)	R-1 (County)
10 (2 parcels)	Vacant Commercial Warehouse	Commercial (County)	C-3 (County)
11 (3 parcels)	Office Building x2 Single Family	Mixed Use (County) x2 Commercial (City)	Mixed Use (County) x2 C-2 (City)
12 (3 parcels)	Vacant No Ag Acre x2	Commercial (City) x2 Mixed Use (City)	C-2 (City) x2 Mixed Use (City)
13 (3 parcels)	Theater/AU Vacant Commercial x2	Mixed Use (County)	Mixed Use (County)
14 (8 parcels)	Single Family x6 & Vacant	Low Density Residential (County)	R-1 (County)
15 (2 parcels)	Warehouse Vacant Commercial	Mixed Use (County)	Mixed Use (County)
16	Vacant	Low Density Residential (County)	R-1 (County)

Source: Okaloosa County Property Appraiser, Okaloosa County GIS webpage, and City of Crestview GIS webpage

The current zoning of the nearby properties to Parcel A are residential to the north, east, and west with mixed use to the south. Parcel B is nearby to properties zoned mixed use residential, and commercial.

The existing land uses surrounding the parcels are varied and include a mixture of uses including residential, warehousing, office buildings, a theatre, county property, and vacant commercial, residential, and institutional properties. These surrounding uses are similar in nature to the intended uses of the property: residential and commercial.²

According to the National Wetland Inventory and Crestview data, Parcel A contains no wetlands while Parcel B contains a portion of wetlands towards the southern boundary (Exhibit 3).³ There are no plans for development at this time, however, the applicant, in compliance with Crestview's Comprehensive Plan and Land Development Code, reserves the right to apply for appropriate permits in regard to the forthcoming site plan development.

The properties are both located in a Flood Zone X, or the area outside of the Special Flood Hazard Area (Exhibit 4).⁴

² Okaloosa County Property Appraiser, Department of Revenue Code, as referenced July 18, 2022

³ U.S. Fish & Wildlife Service National Wetlands Inventory, Online Wetlands Mapper, as referenced July 19, 2022

⁴ Federal Emergency Management Agency, Flood Insurance Rate Map Panel No. 12091C0170J

Both parcels are currently vacant, based on the Department of Revenue Codes assigned to the parcels as indicated by the Okaloosa County Property Appraiser.⁵

DESCRIPTION OF REQUEST

This application is submitted to request that both parcels be amended to the Mixed Use Future Land Use category and the Mixed Use zoning district. Description of the proposed Future Land Use category and requested zoning district for the site area provided below:

Future Land Use Category: Mixed Use (MU)⁶

“The Mixed-Use land use category is limited to areas that exhibit an existing or planned development pattern reflecting a variety of uses, densities, and non-residential uses.”

MU Allowable Uses: The Comprehensive Plan describes the allowable residential uses and non-residential uses in policy. The “specific residential uses allowed in this category include single-family residential, multi-family residential, mobile home parks and mobile home subdivisions.” The “specific non-residential uses include recreation uses, neighborhood and general commercial and business uses, offices, restaurants, motels, hotels and other temporary lodging facilities, clinics and medical facilities, churches and places of worship, light industrial uses when such uses do not create any adverse off-site impacts to other properties or to protected environmental resources.” It is also included that “other similar uses may be allowed based on compatibility with existing nearby uses.”

Zoning District: Mixed Use District (MU)⁷

“The Mixed-Use District is established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments, including retail sales, professional offices, service industries, bed-and-breakfasts, other similar uses and accompanying accessory uses.”

“Uses may be limited by location due to impacts and compatibility issues.”

⁵ Okaloosa County Property Appraiser, Department of Revenue Code, as referenced July 18, 2022

⁶ Crestview Comprehensive Plan, Future Land Use Element Policy 7.A.3.4(2)

⁷ Crestview Land Development Regulations, Section 4.03.00

The proposed use of the property **is consistent** with the above land use and zoning descriptions, as amended.

Also, because the proposed development includes residential and commercial uses, and as described of the same usages as existing development within the vicinity (see Table 1), a consistent development pattern is continued with this amendment.

ANALYSIS OF APPLICABLE POLICIES AND REGULATIONS

Crestview Comprehensive Plan

Policy 7.A.2.3 (5) states that “New mixed-use developments shall be located on or connected to collector or arterial roadways.”

RESPONSE: These two parcels, as an addition to a previously submitted and approved mixed use land use amendment and rezoning approval, are accessible to an arterial roadway. Parcel A of this application will connect to North Ferdon Boulevard, a “Principal Arterial – Other URBAN”, by ways of Third Avenue. Parcel B will also connect to North Ferdon Boulevard, a “Principal Arterial – Other URBAN”, by ways of Richburg Lane, a roadway designated as “Local URBAN”. Therefore, this development is consistent with the location criteria for the assignment of the category.

Urban Sprawl Analysis

Policy 7.A.6.5 states that “No zoning change or plan amendment shall be approved unless a finding is made that such zoning change and plan amendment will promote compact urban development and not encourage urban sprawl”.

RESPONSE: Because this site is located in an infill area, where City services such as transportation networks and water services exist, this change will not create an urban sprawl occurrence. Florida Statutes defines urban sprawl as:

“a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.”⁸

⁸ 163.3164(52), Florida Statutes (2022)

The following 163.3177(6), F.S. analysis determines that this request does not meet that definition.

1. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or single-use development or uses.

RESPONSE: These parcels are a part of a larger mixed-use development that will not be low-intensity or low-density. The proposed development will include multi-family residential and commercial uses.

2. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

RESPONSE: The subject parcels are not in an area considered to be rural. Both parcels are undeveloped and will be used for housing, which supports this criterion.

3. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

RESPONSE: As previously mentioned, these two parcels are additions to a mixed use development. Both parcels are surrounded by existing uses. No radial, strip, isolated, or ribbon patterns of development will occur as a result of this amendment.

4. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

RESPONSE: As shown in Exhibits 3, Parcel A contains no wetlands. Twin Creek runs into the southern portion of Parcel B, creating a wetland. No wetland impacts are projected at this time. The existing wetlands conditions are not expected to change at the time, but the applicant reserves the right to apply for the appropriate permits in regard to the forthcoming site plan development. Both properties are located in a Flood Zone C, or the area outside of the Special Flood Hazard Area (Exhibit 4).

5. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

RESPONSE: No agriculturally used or designated areas are within the vicinity of these parcels.

6. Fails to maximize use of existing public facilities and services.

RESPONSE: Existing public facilities and services, such as the existing transportation network, solid waste collection, and water services will be sought to serve this development as they are available.

7. Fails to maximize use of future public facilities and services.

RESPONSE: Any future public facilities and services will be used, as practical to the development.

8. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

RESPONSE: Services exist in the area. The approval of this request will not disproportionately increase the cost of providing service to this development.

9. Fails to provide a clear separation between rural and urban uses.

RESPONSE: The subject parcels are not in an area considered to be rural. No rural areas are adjacent to the subject parcels.

10. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

RESPONSE: This development is considered infill development.

11. Fails to encourage a functional mix of uses.

RESPONSE: As components of a larger mixed use development, the residential units in close proximity to other uses will encourage a functional mix of uses, especially as this development will provide a transition between existing commercial uses along SR 85 and Richburg Lane and those residential uses to the east and the south.

12. Results in poor accessibility among linked or related land uses.

RESPONSE: Other uses within the vicinity are easily accessible via Richburg Lane and SR 85 North.

13. Results in the loss of significant amounts of functional open space.

RESPONSE: There is no functional open space currently associated with these parcels.

Crestview Land Development Code

Section 3.06.07 states that “An application for a rezoning shall be reviewed in accordance with the following criteria.” These criteria include:

1. Whether the proposed zoning district is consistent with the City Comprehensive Plan;

RESPONSE: With the approval of the requested amendment of the Future Land Use Map to the Mixed-use category, the land use and zoning will be consistent. This criterion **will be met** with the approval of both amendment requests.

2. Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration;

RESPONSE: Although a final plan for development is not yet finalized, it is anticipated that the development will include a range of housing types, which include detached single family and attached multi-family, which will be compatible with the existing residential uses to the east and north and non-residential uses to the west and south. This criterion **is met**.

3. Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration;

RESPONSE: As indicated by Section 4.03.00(B), the Mixed-use District is (in part) “established to provide for a variety of land uses, including single- and multi-family dwellings and small, low-impact commercial developments... Each parcel, lot, tract or other division of land may contain multiple single- and multi-family dwellings according to the density allowed by the size of each piece of land.” Therefore, this criterion **is met** since a multi-family use is considered allowable.

4. Whether the proposed zoning district will serve a community need or broader public purpose;

RESPONSE: The development of multi-family housing will serve the need for additional housing within the community, which also serves the need for Eglin Air Force Base. This criterion **is met**.

5. To ensure there are not multiple zoning districts assigned to one parcel. Except if secondary zoning is Conservation (E), designated on a plat or development plans as a parcel or easement of conservation or jurisdictional wetlands;

RESPONSE: With the approval of proposed Future Land Use Map amendment and rezoning, each parcel will be designated with only one zoning district. This criterion **is met**.

6. The characteristics of the proposed rezoning area are suitable for the uses permitted in the proposed zoning district; and

RESPONSE: As indicated above, the rezoning allows for multi-family uses, which is a portion of the anticipated development of these parcels. Additional housing types are planned as part of the development. This criterion **is met**. Additionally, the location for this use is ideal, as a transitional use between more intense commercial and less intense single-family uses.

7. Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.

RESPONSE: The requested zoning district is actually less intense than the existing Okaloosa County Mixed Use zoning assigned for Parcel B. Therefore, the reduction of adverse impacts to the adjacent residential uses surrounding this parcel will be beneficial with the assignment of the requested category. The redesignation of Parcel A will be consistent with the larger parcel which was recently annexed and amended to the City's Mixed Use Future Land Use category.

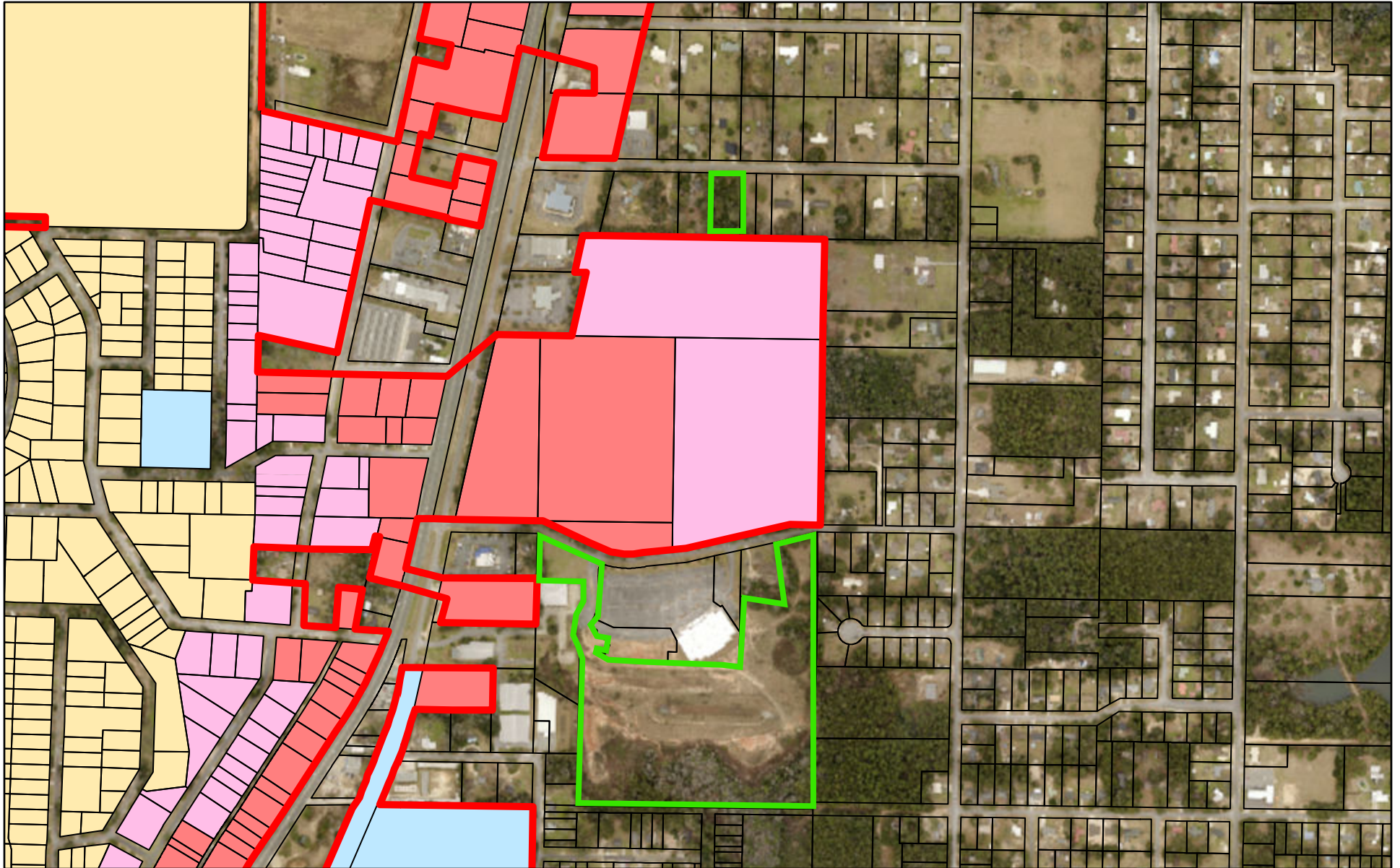
FINDINGS AND CONCLUSIONS

The amendment of the Comprehensive Plan and zoning designations for these properties will be compatible with the existing surrounding development. The proposed amendment will not result in any land use conflicts with the existing uses. No adverse impacts will be generated such as unordinary noise, smoke, exhaust, emissions, dust, adverse lighting,

vibrations, or odors that would be detrimental to the existing surrounding uses or would otherwise disturb the quiet enjoyment of nearby residents.

Additionally, the proposed amendment is consistent with and furthers the Goals, Objectives, and Policies of the Crestview Comprehensive Plan, and complies with the adopted requirements of the City's Land Development Regulations. The designation of these properties as Mixed-use will not create a condition that will negatively impact the nearby residential uses over time and will provide a transitional tier form intense uses to less intense uses within the vicinity.

Exhibit 1A - Crestview Future Land Use Map



2/17/2023, 2:09:10 PM

Future Land Use

Residential (R)

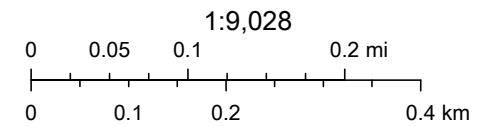
Mixed Use (MU)

Commercial (C)

Public Lands (PL)

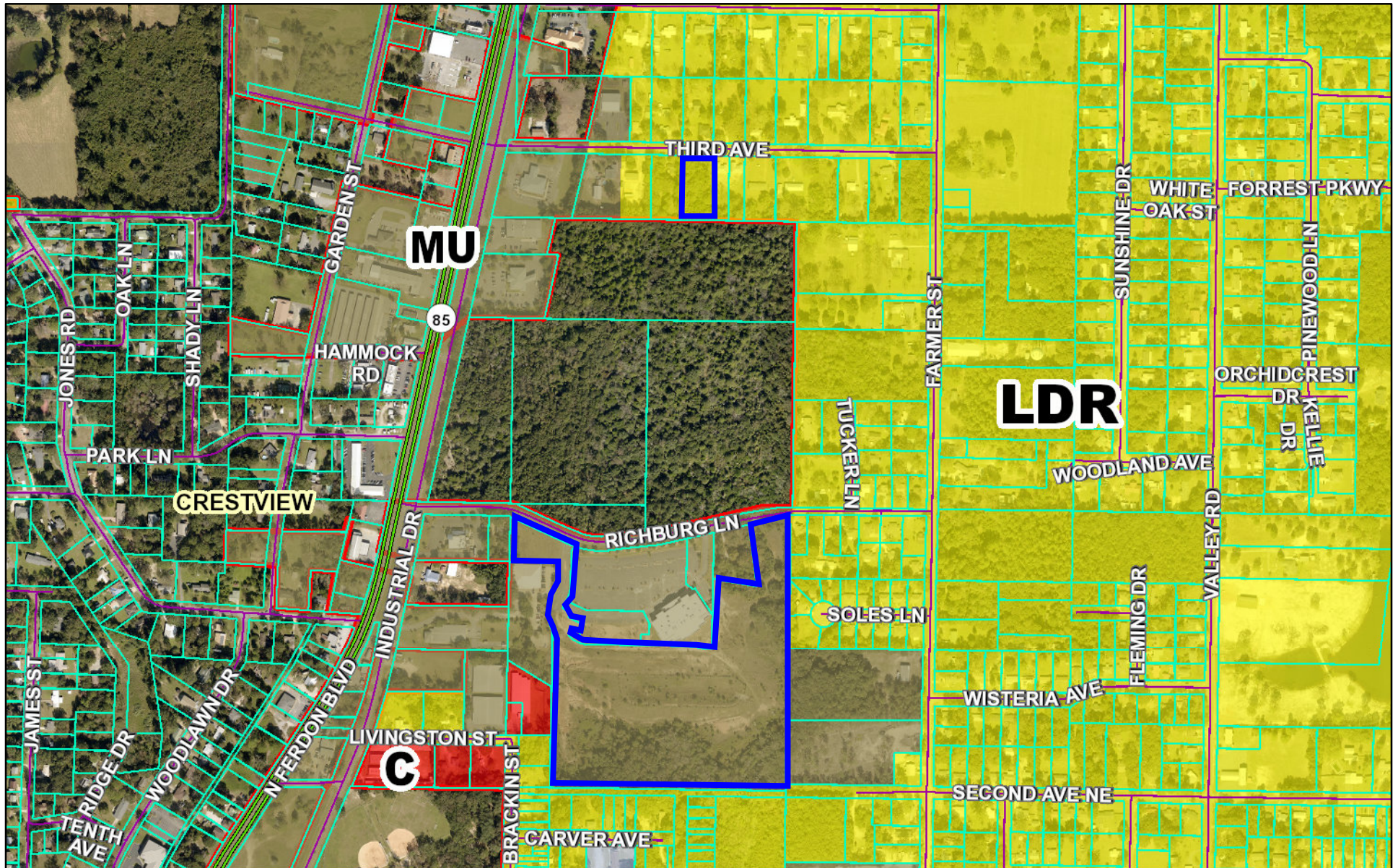
Crestview City Limits

Approximate Project Boundaries



Maxar

Exhibit 1B - Okaloosa Future Land Use Map



February 17, 2023

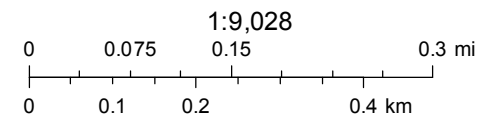
Mixed Use (MU)

Commercial (C)

Low Density Residential (LDR)

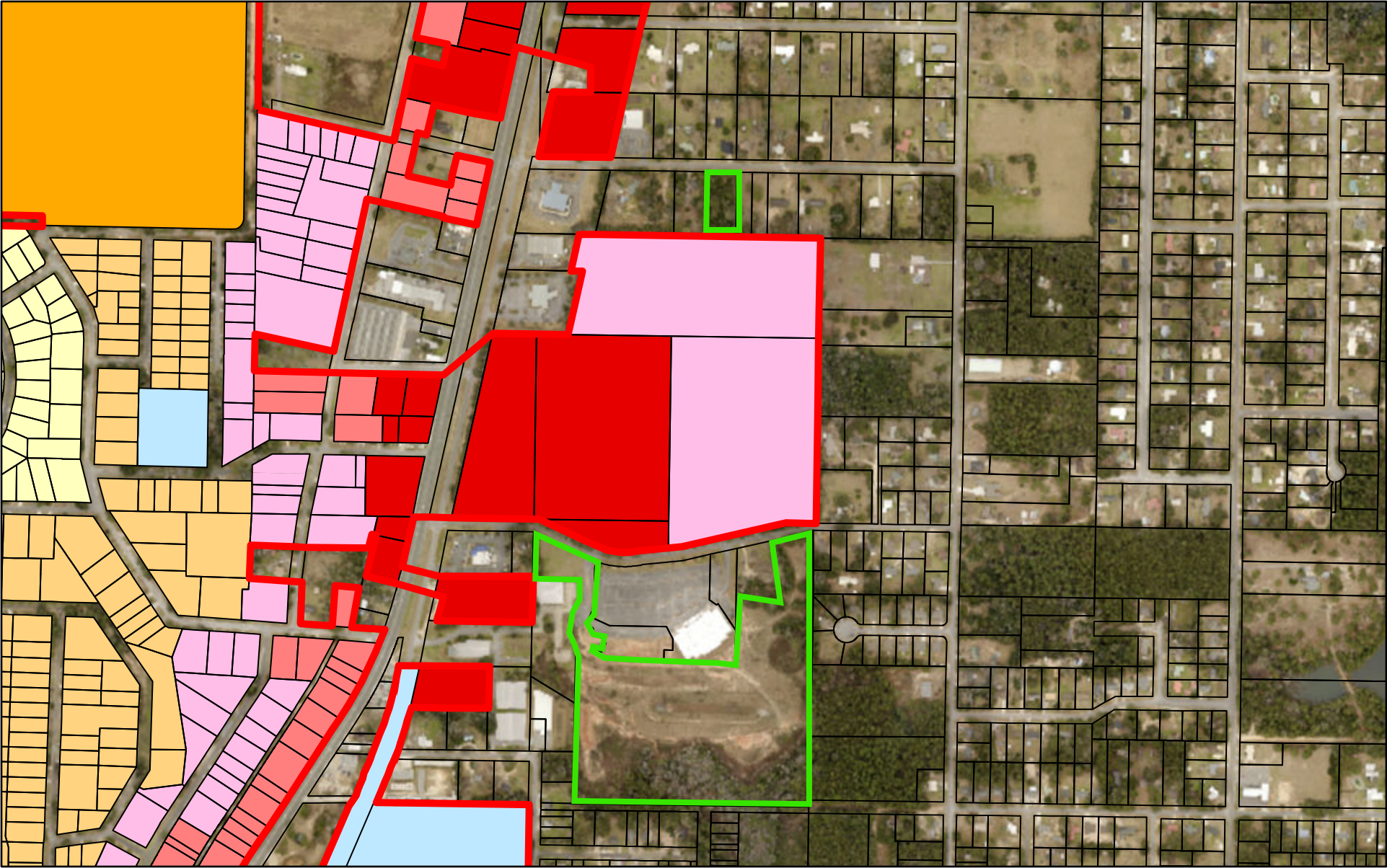
Crestview City Limits

Approximate Project Boundaries



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Exhibit 2A - Crestview Zoning Map



2/17/2023, 2:40:15 PM

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

- | |
|--------------------------------|
| Crestview City Limits |
| Approximate Project Boundaries |

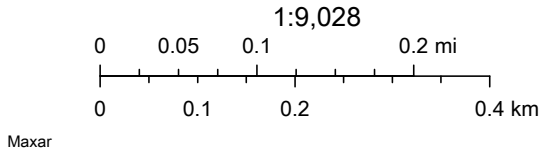
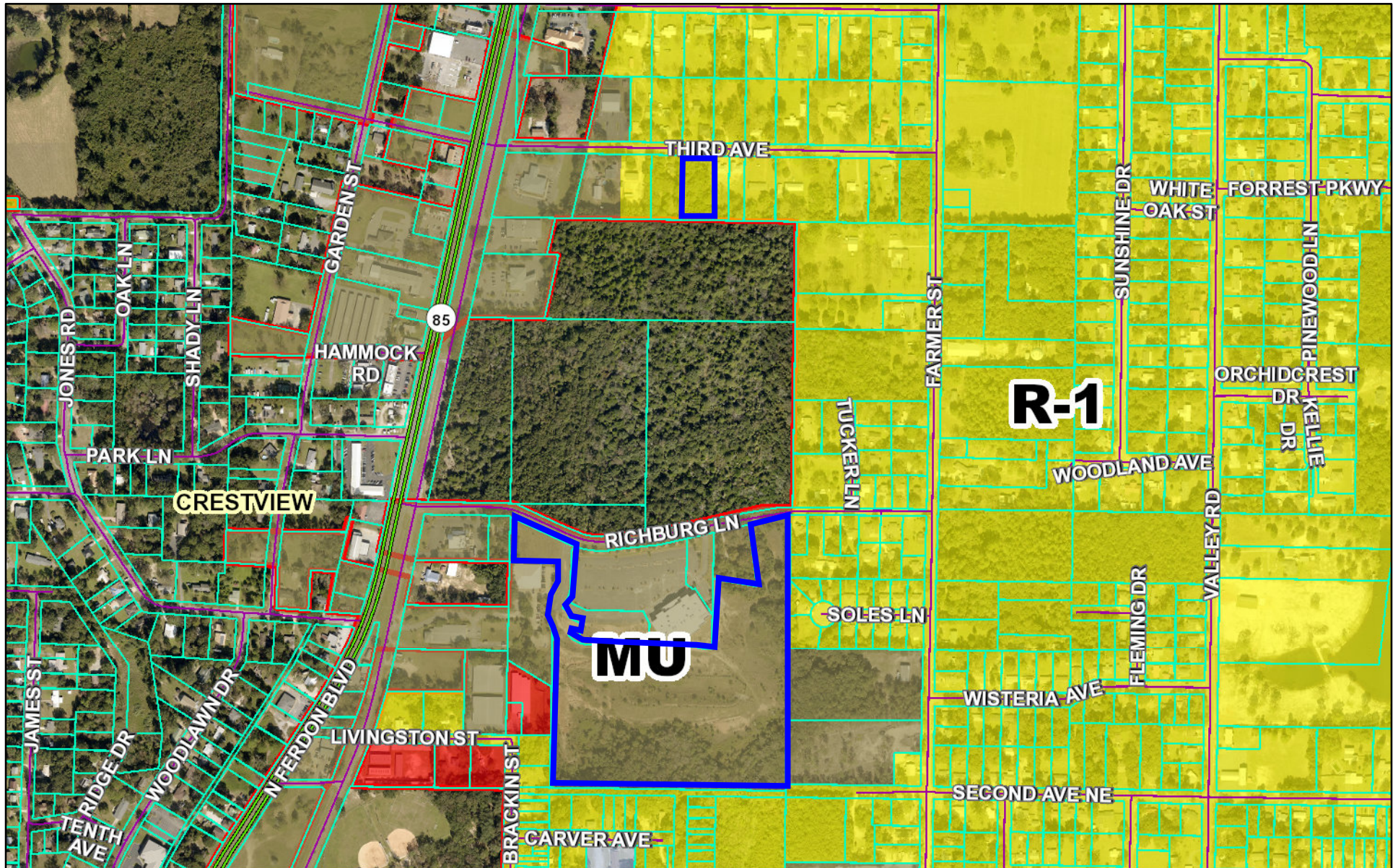


Exhibit 2B - Okaloosa Zoning Map



February 17, 2023

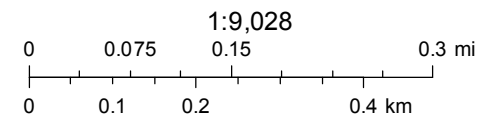
Mixed Use (MU)

Commercial (C)

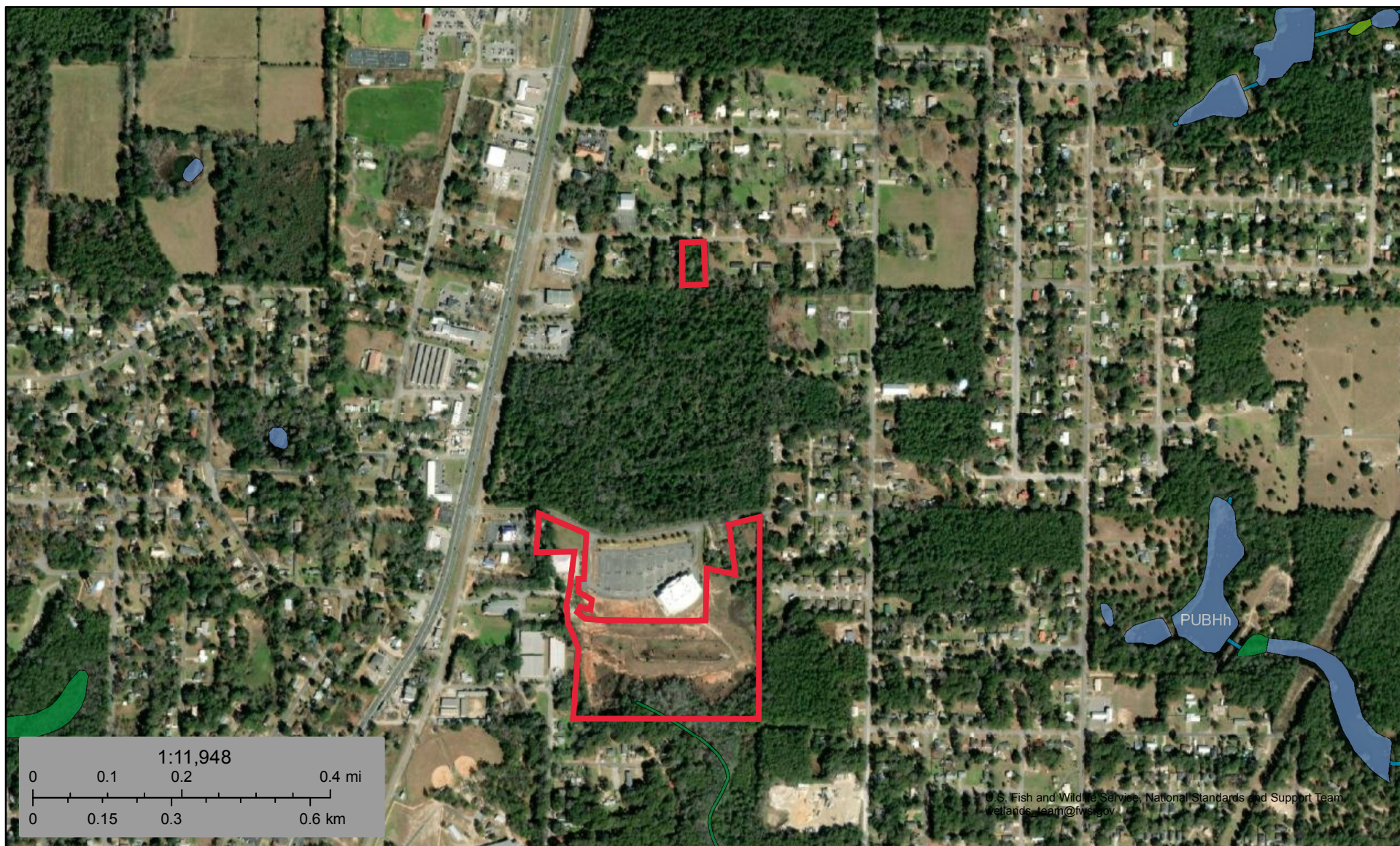
Low Density Residential (LDR)

Crestview City Limits

Approximate Project Boundaries



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



February 17, 2023

Wetlands

- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |
| | |  Approximate Project Boundaries |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMette



86°33'44"W 30°47'7"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature



Approximate Project Boundaries



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

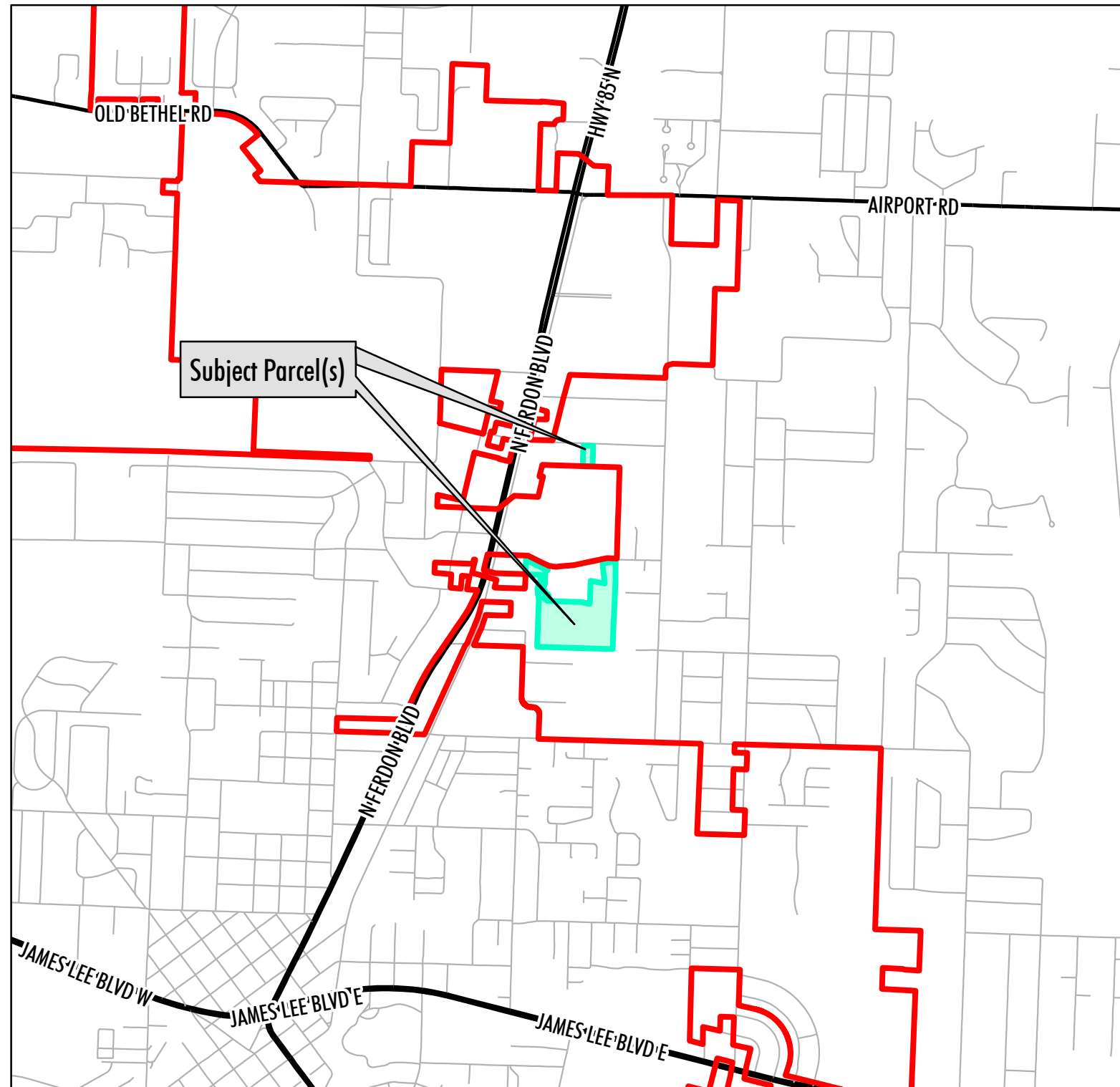
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/20/2023 at 1:15 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

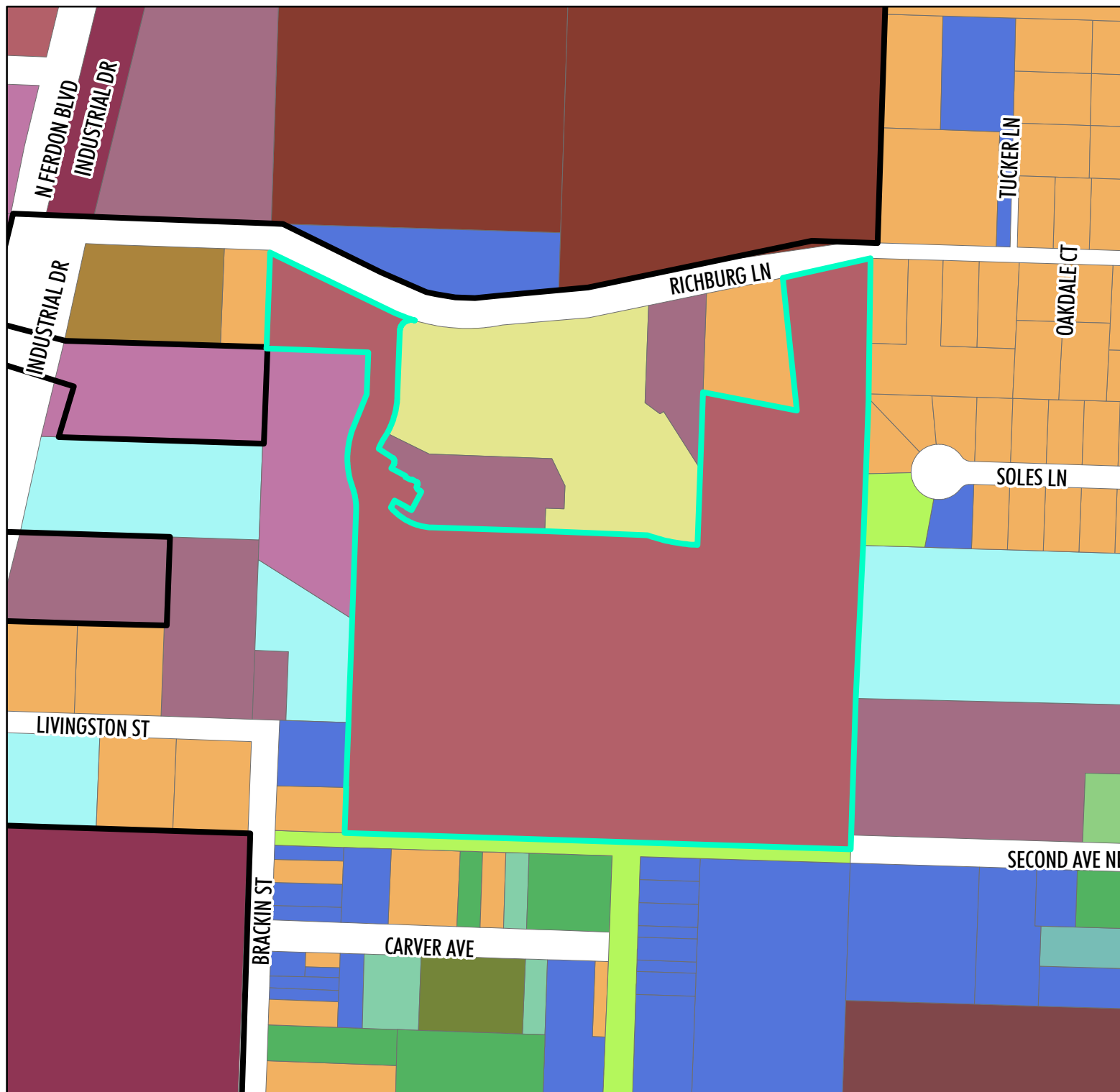
Vicinity Map



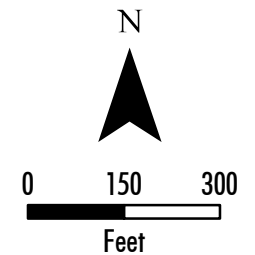
Not to Scale



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U.S. SURVEY FEET



Existing Use Richburg Parcel



Legend

- Subject Parcel
- City Limits

Existing Use

- Churches
- County
- Manufactured Home
- Minderal Pr
- Mobile Home
- Multi-Family
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Single Family
- Theater/Au
- Vacant Institutional
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Warehouse

Current FLU Richburg Parcel



0 150 300
Feet

Legend

Subject Parcel

City Limits

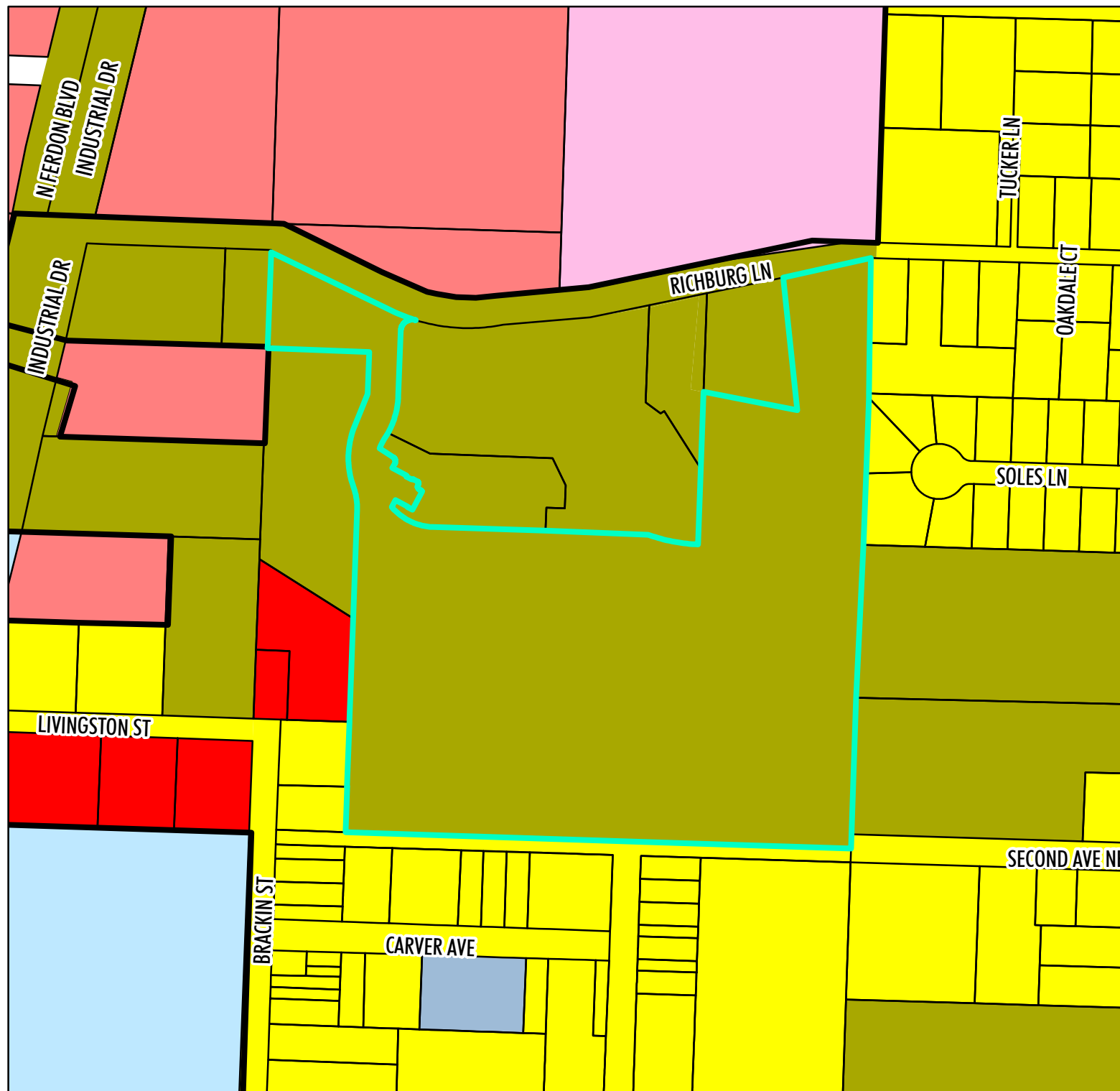
City Future Land Use

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

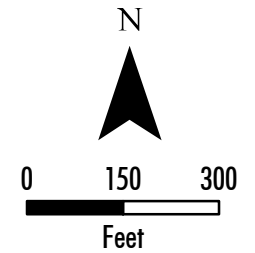
County Future Land Use

- Commercial (C)
- Institutional (INST)
- Low Density Residential (LDR)
- Mixed Use (MU)

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Current Zoning Richburg Parcel



Legend

Subject Parcel

City Limits

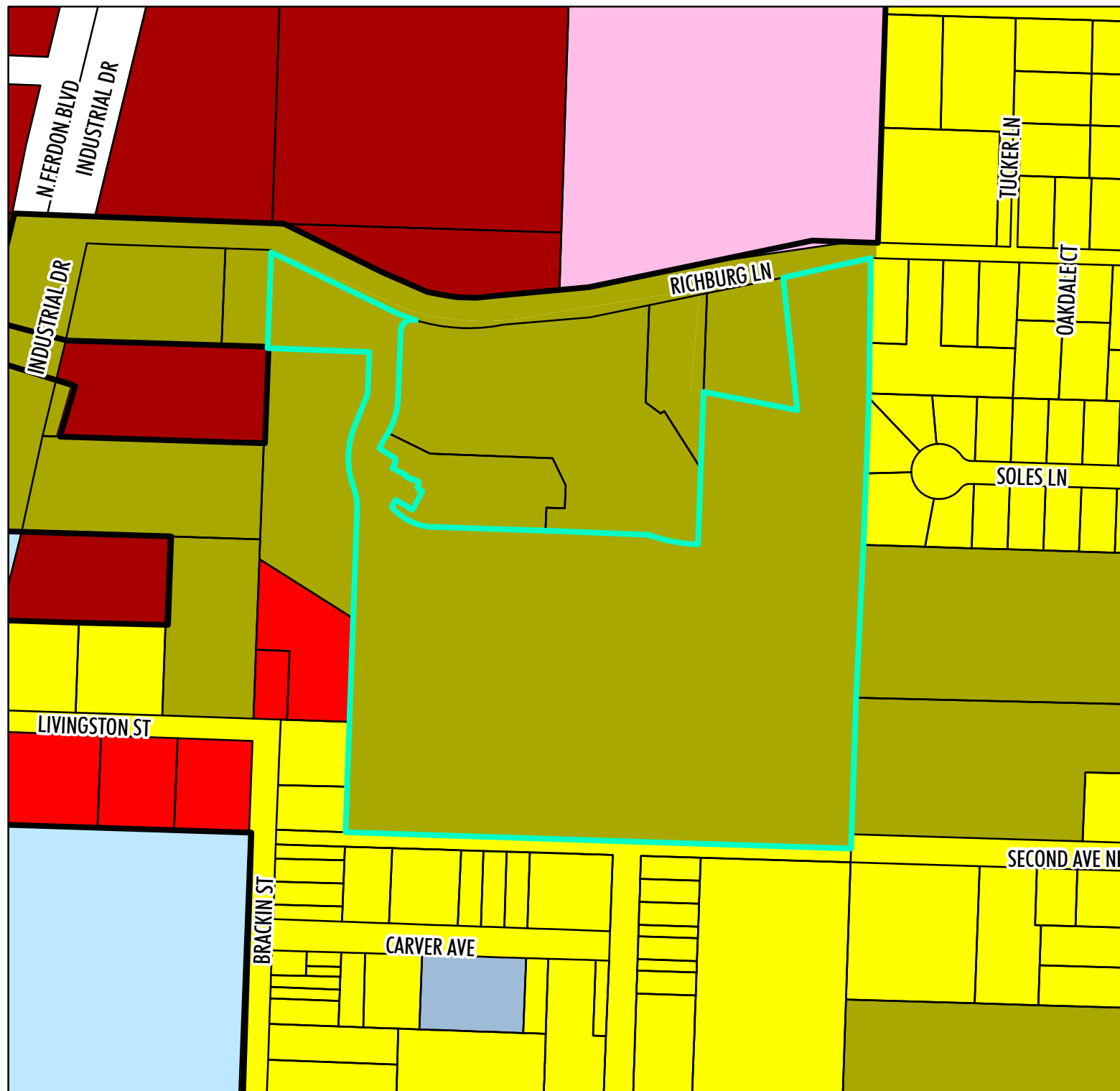
City Zoning

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

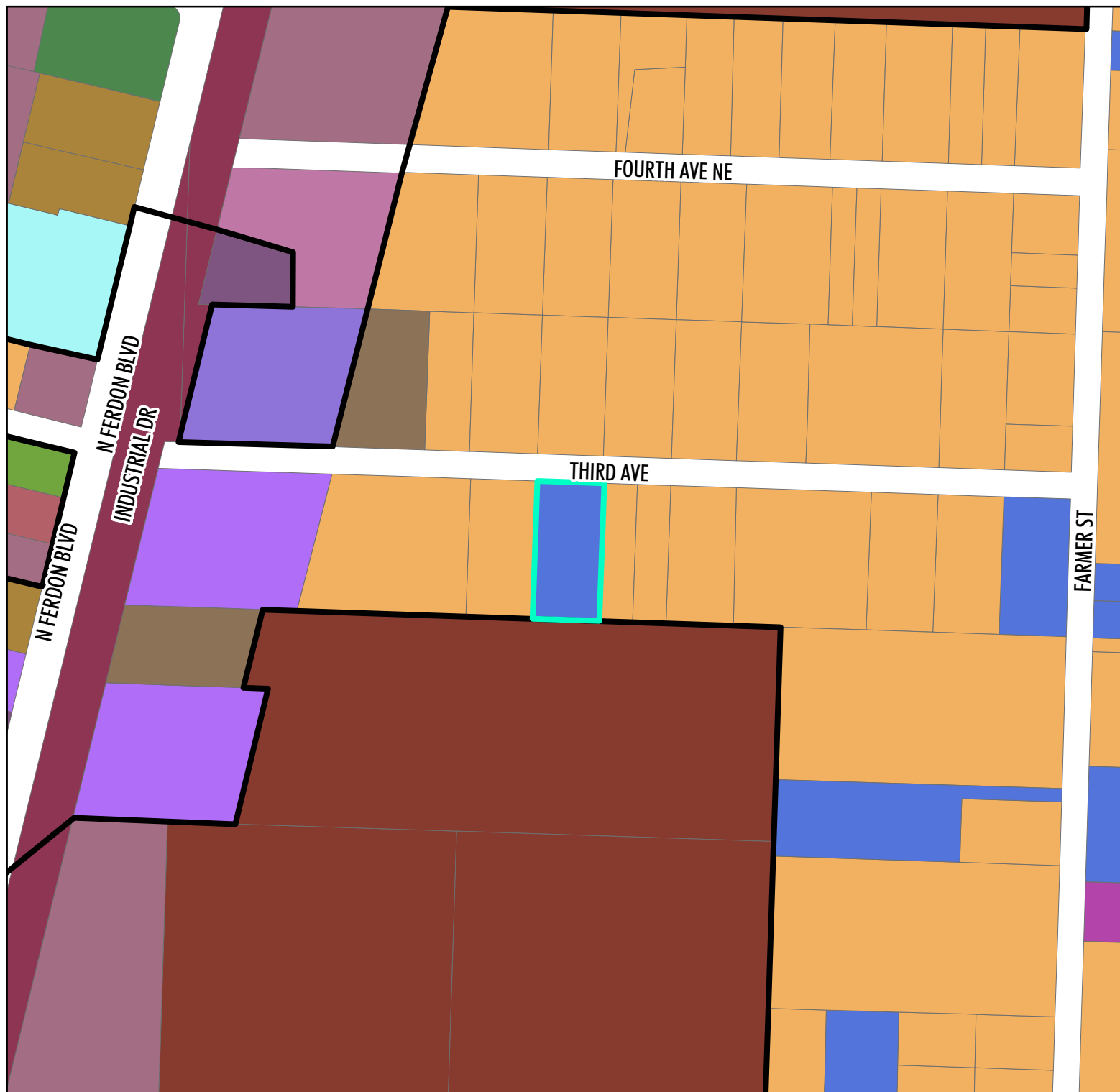
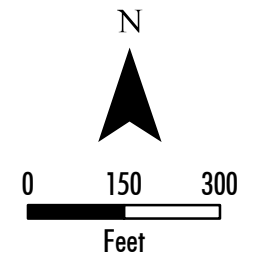
County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)
- Institutional (INST)

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Existing Use Third Ave. Parcel



Legend

- Subject Parcel
- City Limits

Existing Use

- Financial
- Gym/Fitness
- Municipal
- No AG Acre
- Office Building
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Utilities
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

Current FLU Third Ave. Parcel



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

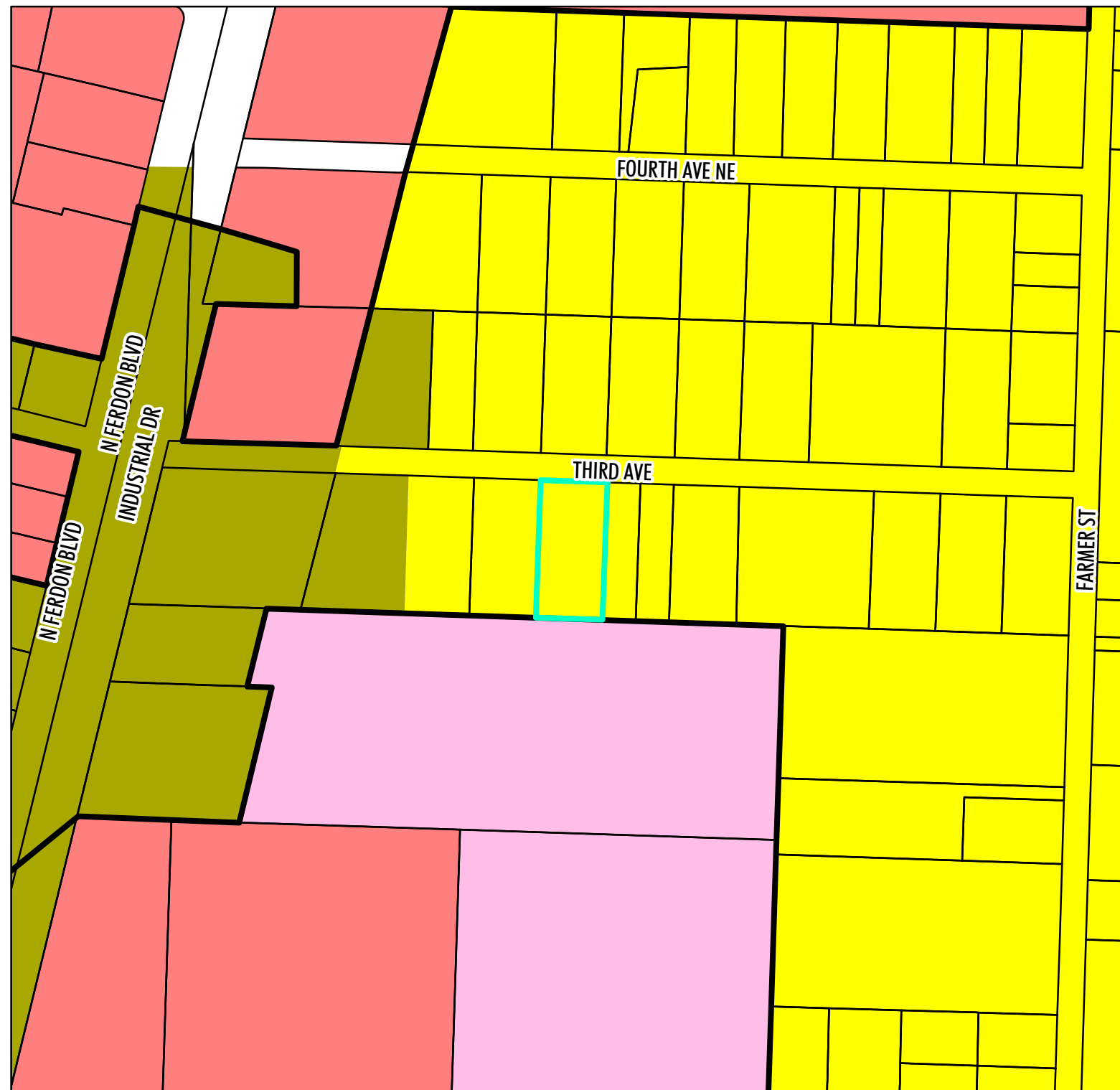
 Public Lands (PL)

 Residential (R)

County Future Land Use

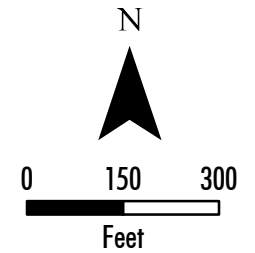
 Low Density Residential (LDR)

 Mixed Use (MU)



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Current Zoning Third Ave. Parcel



Legend

Subject Parcel

City Limits

City Zoning

Single Family Estate Dwelling District (R-1E)

Single Family Low Density District (R-1)

Single Family Medium Density District (R-2)

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

Mixed Use (MU)

Commercial (C-1)

Commercial (C-2)

Industrial (IN)

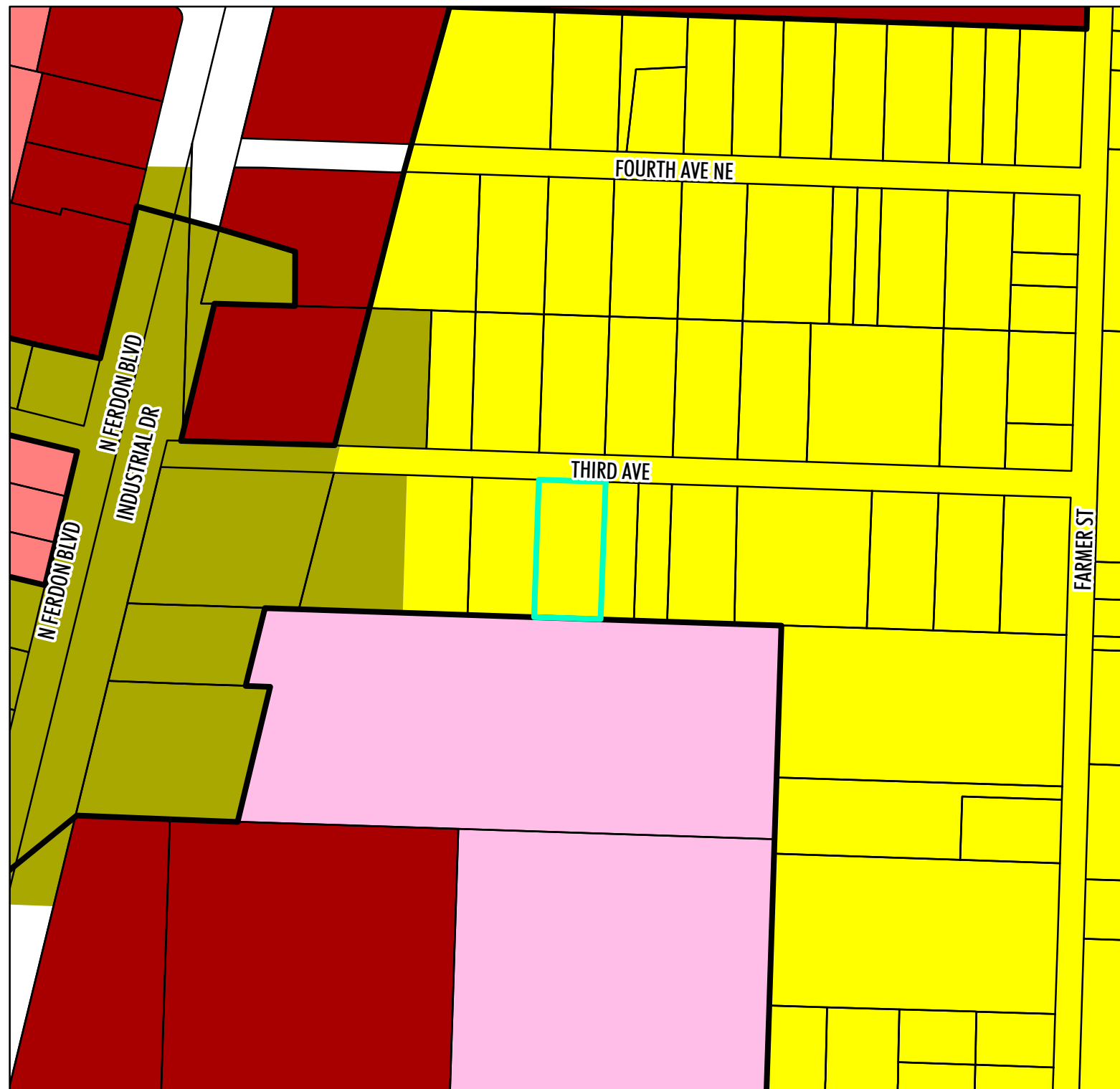
Public Lands (P)

Conservation (E)

County Zoning

Residential - 1 (R-1)

Mixed Use (MU)



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Proposed Future Land Use



0 225 450
Feet

Legend

 Subject Parcel

 City Limits

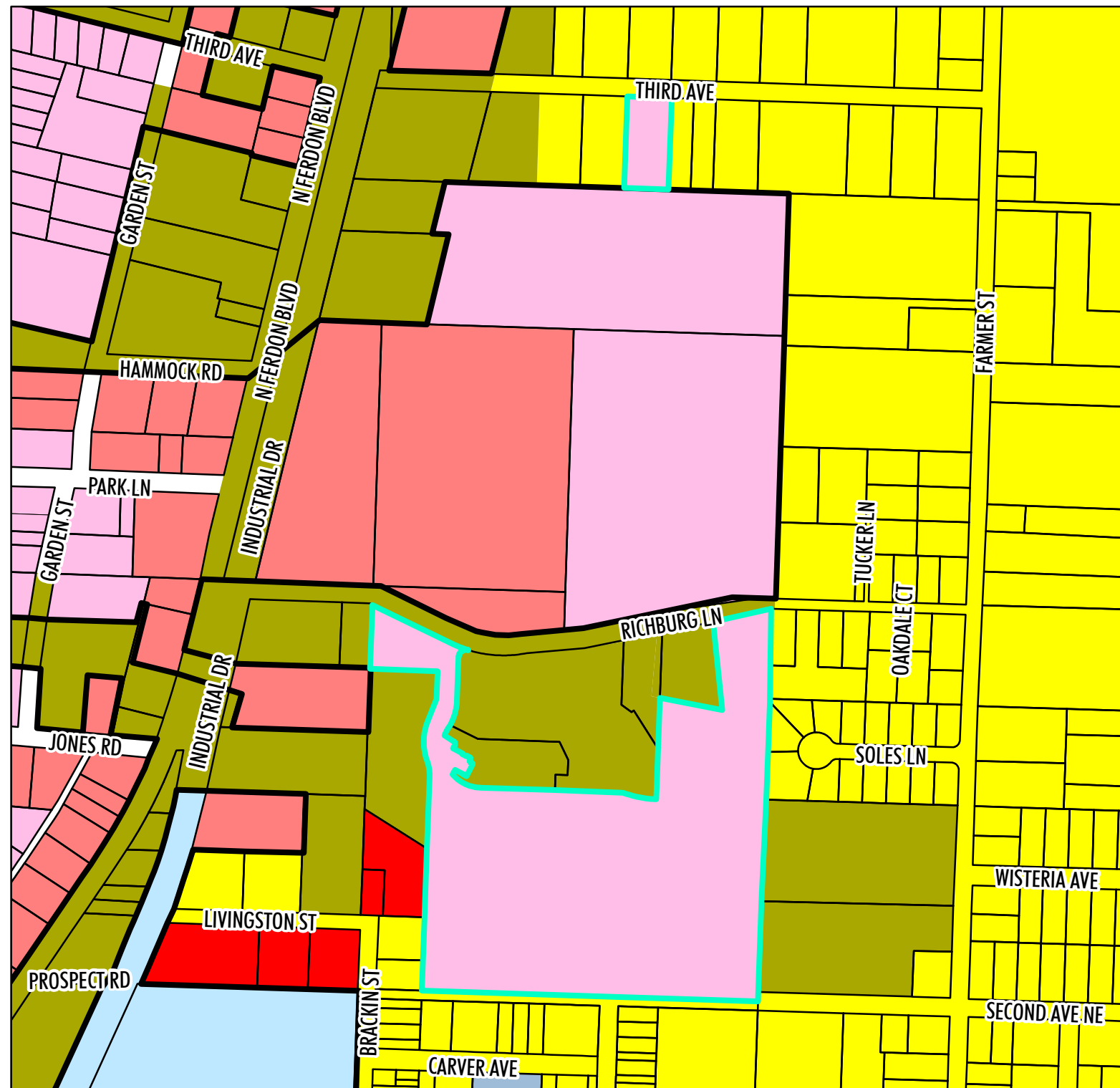
City Future Land Use

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

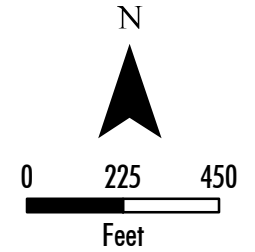
County Future Land Use

-  Commercial (C)
-  Institutional (INST)
-  Low Density Residential (LDR)
-  Mixed Use (MU)

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Proposed Zoning



Legend

Subject Parcel

City Limits

City Zoning

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

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)
- General Commercial (C-3)
- Institutional (INST)

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