



**CITY COUNCIL REGULAR MEETING AGENDA**  
**June 12, 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](mailto:cityclerk@cityofcrestview.org).

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
  - 2.1. Pastor Ronnie Bearden of First United Methodist Church
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
  - 5.1. Kiwanis Club Presentation
- 6. Consent Agenda**
  - 6.1. Approval of Minutes of May 22, 2023
  - 6.2. Cartegraph CMMS Software Contract
  - 6.3. AXON Taser/Cameras Contract
- 7. Public Hearings / Ordinances on Second Reading**
- 8. Ordinances on First Reading**
  - 8.1. Ord. 1932 - Third Avenue Annexation
  - 8.2. Ord. 1933 - Third Avenue Comprehensive Plan Amendment
  - 8.3. Ord. 1934 - Third Avenue Rezoning
  - 8.4. Ord. 1935 - Brookmeade Avenue Annexation
  - 8.5. Ord. 1936 - Brookmeade Avenue Comprehensive Plan Amendment
  - 8.6. Ord. 1937 - Brookmeade Avenue Rezoning
- 9. Resolutions**
- 10. Action Items**

10.1. Main Street Improvements Constructability Review and CEI Services

10.2. Conceptual Plat - White Wolf Run

10.3. Conceptual Plat - Cherry Brook Subdivision

**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](mailto: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

CRA MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: Presentation

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TO: CRA Board  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Elizabeth Roy, CRA Director  
DATE: 6/8/2023  
SUBJECT: Kiwanis Club Presentation

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## **BACKGROUND:**

The Kiwanis Club of Crestview recently sponsored the Memorial Day Service for the City of Crestview.

## **DISCUSSION:**

During the Memorial Day Service, the Kiwanis Club received assistance from several City of Crestview Departments. The Club would like to recognize the following departments: Fire and Police Combined Honor Guard, the Public Information Office, and Parks and Recreation/Facility Services for their help with the event.

## **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**

None

## **RECOMMENDED ACTION**

No action necessary

**Attachments**

None





# Staff Report

CITY COUNCIL MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: Action Item

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Maryanne Schrader  
DATE: 5/24/2023  
SUBJECT: Approval of Minutes of May 22, 2023

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## **BACKGROUND:**

Routine Approval of Minutes

## **DISCUSSION:**

Draft minutes were distributed prior to the meeting.

## **GOALS & OBJECTIVES**

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

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*Opportunity-* Promote an environment that encourages economic and educational opportunity

*Play-* Expand recreational and entertainment activities within the City

*Community Culture-* Develop a specific identity for Crestview

## **FINANCIAL IMPACT**

n/a

## **RECOMMENDED ACTION**

Staff respectfully requests a motion to approve the minutes of May 22, 2023.

## **Attachments**

1. 05222023 City Council Regular Meeting Minutes Draft

**City Council Regular Meeting Minutes - DRAFT**  
**May 22, 2023**  
**6:00 p.m.**  
**Council Chambers**

**1. Call to Order**

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

**2. Invocation, Pledge of Allegiance**

2.1. Esme Graff, Ministry Leader - Crosspoint South

The Invocation and Pledge of Allegiance was led by Esme Graff, Ministry Leader for Crosspoint South.

**3. Open Policy Making and Legislative Session**

Mayor JB Whitten announced there was a quorum.

**4. Approve Agenda**

Mayor JB Whitten requested that Agenda item 10.1 be moved right after the presentations and then called for action.

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

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

**5. Presentations and Reports**

5.1. Presentation of Awards - John Hamilton, VFW

Mayor JB Whitten asked John Hamilton of the Veterans of Foreign Wars to come forward to present the awards.

A Certificate of Appreciation was presented to Sgt. Willie Butler for Law Enforcement of the Year.

A Certificate of Appreciation was presented to Lieutenant Joseph Scott for Firefighter of the Year.

Lt. Rodney Lancaster presented a Certificate of Appreciation for a Lifesaving Award to Barbara Beadle for her heroic efforts in saving John Hamilton.

5.2. Recognition of Precision Leadership, LLC and Graduates

Mayor JB Whitten and City Manager T. Bolduc presented a Certificate of Appreciation to Cole Randall of Precision Leadership.

City Manager T. Bolduc recognized several of the graduates of the Precision Leadership Leadershift program stating he believes in investing in the future.

5.3. Presentation of the City of Crestview Bulldog Award

Mayor JB Whitten presenting certificates of Achievement to several of the outstanding Crestview High School Bulldogs. He explained that they look for traits that make a student worthy of recognition that include but are not limited to leadership, perseverance, dedication, and selflessness.

Joshua Cadenhead and Lauren Milgram were the April recipients and Lamari Thomas and Joshean Figueroa were the May recipients.

5.4. Proclamation declaring the week of May 21 - May 27, 2023 as Public Services Week

Mayor JB Whitten presented a proclamation to representatives of Public Services declaring May 21 - May 27, 2023 as Public Services Week.

**6. Action Items**

6.1. Award of Solid Waste/Disposal Services Contract

City Manager T. Bolduc stated the bid opening was held on April 28th and we received bids from four vendors. A selection committee was formed, and scoring was done to select three to conduct presentations. The selection committee has recommended that Adams Sanitation be awarded the contract. There were two stipulations - proof of ability to secure equipment, and the Public Services director needed to review the software. Both requirements have been met. He added the representatives of the top three vendors are present to answer any questions.

Mayor JB Whitten asked for comments from the Council. Discussion ensued on being able to view the presentations, problems with service from Waste Pro and direct questions from Adams Sanitation regarding staffing capability.

Nathan Boyles of Adams Sanitation responded that the firm has 70 plus employees which includes a female workforce and added that portion of the workforce is higher than other firms in the industry. He also mentioned they have 30 trucks in the fleet and are growing.

Rich Chancey, Division VP of Waste Pro, stated he oversees the coastal regions. He went over the community involvement, their response for hurricane clean up, provided several references and went over the financial stability. The company had added a team member to improve service, as well. He requested an extension of their contract to proceed with negotiations.

Shannon Hayes came forward and stated he had numerous calls complaint while he was involved on the Council. He acknowledged there have been a few improvements but stated it is time to move on to another company.

Councilmember D. Capps said Waste Management was too costly, as we cannot double the citizens' fees based on the base cost.

City Manager T. Bolduc said the rates are going up with a new contract. Residents are currently paying \$25.95 monthly which includes yard waste. Our negotiations will be Adams Sanitation Alternate 1 is for two times a week with once-a-week yard waste for \$33.98. Waste Pro offered \$37.22, and Waste Management was \$59.01. During discussion, the committee decided to go with the personal approach. Adams Sanitation will add a customer service representative at City Hall. He added the commercial cost is also lower but there will be an increase.

**Motion** by Councilmember Ryan Bullard and seconded by Mayor Pro-Tem Andrew Rencich to accept the recommendation of the proposal evaluation committee and award the solid waste contract to Adams Sanitation and approve the City Manager and the City Attorney to negotiate the final terms of the contract for signature by the Mayor.

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

Mayor Pro-Tem A. Rencich excused himself from the rest of the meeting.

**7. Consent Agenda**

Mayor JB Whitten called for action.

**Motion** by Councilmember Douglas Capps and seconded by Councilmember Cynthia Brown to approve the Consent Agenda, as presented.

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

7.1. Memorandum of Understanding – Staybridge Suites

7.2. Crestview WWTP Effluent Reuse Master Plan

7.3. Annual Paving Contract

7.4. Approval of Minutes of May 8, 2023

**8. Public Hearings / Ordinances on Second Reading** – Nothing brought forward.

**9. Ordinances on First Reading** – Nothing brought forward.

**10. Resolutions**

10.1. Resolution 2023-09 Budget Amendment

Wendy Buttke presented Resolution 2023-09 regarding the amendment to the budget to the City Council mentioning it will accurately reflect the estimated revenues and appropriations. She then asked the City Clerk to read Resolution 2023-09.

City Clerk Maryanne Schrader read the Resolution by title: A Resolution of the City of Crestview, Florida, Amending the Budget to More Accurately Reflect Revenues and Appropriations. The Amendments are the Result of Various Prior Year Projects not Completed In FY 2022 Therefore Rolling To FY 2023 and Providing For an Effective Date.

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

**Motion** by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to adopt Resolution 2023-09.

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

#### 10.2. Resolution 2023-10 Adoption of the Local Housing Assistance Plan

City Manager Tim Bolduc stated Resolution 2023-10 is an Adoption of the Local Housing Assistance Plan. He has been working with staff on establishing the program. The goal is to separate us from the County, so we will have programs that directly assist our residents. This is a tool that will be able to assist with deposits, as well. The City should yield \$125,000 to \$130,000 with the program.

City Manager Tim Bolduc asked the City Clerk to read the Resolution. City Clerk Maryanne Schrader read the Resolution by title:

A Resolution of the City Council of the City of Crestview Florida Approving the Local Housing Assistance Plan as Required by the State Housing Initiatives Partnership Program Act, Subsections 420.907-420.9079, Florida Statutes; and Rule Chapter 67-37, Florida Administrative Code; Authorizing and Directing the Mayor to Execute any Necessary Documents and Certifications Needed by the State; Authorizing the Submission of the Local Housing Assistance Plan for Review and Approval by the Florida Housing Finance Corporation; and Providing an Effective Date.

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

**Motion** by Councilmember Cynthia Brown and seconded by Councilmember Ryan Bullard to adopt Resolution 2023-10.

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

#### 10.3. Resolution 2023-11 Fire Truck Lease Agreement

City Manager Tim Bolduc presented Resolution 2023-11, Fire Truck Lease Agreement to the City Council. He stated the rate is 5.2%, which is good for now, however, we may opt to pay the lease earlier. It will take about a year to build the truck. We have added \$200,000 for standardization of equipment. This will help keep the truck operating with good, safe equipment.

City Manager Tim Bolduc asked the City Clerk to read the Resolution.  
City Clerk Maryanne Schrader read the Resolution by title: A Resolution of the City of Crestview, Florida, Authorizing the Financing of Fire Equipment in the Amount of \$1,604,093.66 Providing for Payment of such Financing, Making Certain Covenants and Agreements in Connection Therewith, and Providing for an Effective Date.

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

**Motion** by Councilmember Douglas Capps and seconded by Councilmember Cynthia Brown to adopt Resolution 2023-11.  
Roll Call: Joe Blocker, Cynthia Brown, Douglas Capps, Ryan Bullard. All ayes.  
Motion carried.

## **11. City Clerk Report**

### **11.1. Monthly Update**

City Clerk M. Schrader mentioned the update is in the staff report but wanted to mention she is meeting with Administrative Services to review the Code updates to merge information for departmental review. For public records in the month of April, we received 46 new requests and released 50 documents for the period. We have received \$74.00 from invoices in this reporting period.

## **12. City Manager Report**

### **12.1. Financial Update - Finance Director**

Finance Director Gina Toussaint stated the staff report contains the March expense report and April expenditures. She encouraged the Council to come by and she would go over the information in detail, if needed.

City Manager T. Bolduc displayed the financials on the monitor depicting the restricted cash. He said we have almost \$16 million in undesignated reserves. He said we will review what we have borrowed and look at cash expenditures with the interest rates being high and may decide to pay with cash reserves. He said we are in strong standing and fully funded in all categories. In response to Councilmember C. Brown, regarding having any balloon payments, City Manager T. Bolduc replied that we do not have any.

### **12.2. Monthly Department Report - Administrative Services**

Administrative Services Director Jessica Leavins provided an update. She introduced Dennis Barnes, Barnes Financial Services, who came forward to explain the insurance updates. He acknowledged Jessica's work in improving the numbers. He announced the city will get a return of our premium and share in the gains, reporting \$182,202 will be received to the city with the pro-share agreement. He updated the Blue Value Solutions program which engages employees in healthier lifestyles. He said we will have a 4% health insurance increase in the next year, but the average increase is between 9 to 12%. That is a savings of \$129,076 alone.

Administrative Services Director Jessica Leavins stated we had an increase of 10% in participation and 10% lower in health issues, as the critical values were halved.

She advised Council on the staffing stating we are able to stay competitive. We had 30 new hires and went over employee longevity, training, and educational incentives.

City Manager T. Bolduc applauded Jessica and her staff. He added the premium gain will be given back to the employees to benefit them.

### **13. Comments from the Mayor and Council**

Councilmember D. Capps thanked the Solid Waste committee for their hard work. He reminded all to attend the May Day parade and ceremony at Allen Park, as well as the Memorial Day celebration.

Councilmember R. Bullard said he has visited Parks, Fire and Financing. He applauded Gina and said his concerns were addressed. He added he is anxious to see handicap modifications at Twin Hills Park.

Councilmember Joe Blocker asked about the 30 hires, and City Manager T. Bolduc explained they are replacements. He added staffing has only gone up 5%. We are only two officers from being fully staffed. We have 51 officers and have approved two more.

Mayor JB Whitten said the presentation at Carver Hill of the Emancipation Proclamation from Alex Barthé was well done. The family movie night was successful. Crestview Chorus has had three recent performances. He reminded everyone that the May Day Parade starts at 10 a.m. He invited everyone to come to the Memorial Ceremony on May 29th at the Veterans Memorial.

Councilmember C. Brown asked about the left turn signal at Crestview Commons. City Manager T. Bolduc explained the history of when the funding became available for the Department of Transportation project which had already been approved from the bridge to Redstone. He went over the road modifications that were done to improve the entrance way for the new development, the movement of traffic by creating a side entrance to Panera Bread, and how the city partnered together with FDOT and the developer to create the turn lane. He applauded PS Director Michael Criddle and his efforts to ensure the traffic light is opened correctly and how the opening was phased-in so the development could be opened timely. He added the contractor has about 200 days on the contract to construct the northbound turn lane.

### **14. Comments from the Audience**

Shannon Hayes came forward to recognize the city attorney, city manager, mayor and Councilmember Capps for working together to ensure the May Day celebration would be successful. He asked about the million dollars in the CARES fund and City Manager T. Bolduc replied it is allocated for Main street improvements.

### **15. Adjournment**

Mayor JB Whitten adjourned the meeting at 7:24 p.m.



Minutes approved this \_\_\_ day of \_\_\_, 2023.

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JB Whitten

Mayor

Maryanne Schrader

City Clerk

Proper Notice having been duly given



# Staff Report

CITY COUNCIL MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: Action Item

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Michael Criddle, Public Services Director  
DATE: 6/8/2023  
SUBJECT: Cartegraph CMMS Software Contract

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**BACKGROUND:**

The City of Crestview sought a Computerized Maintenance Management Software (CMMS) to help optimize the maintenance operations, asset management, and work order creation and tracking. The Public Services Department would like increased visibility into the condition of assets, and the work being performed to maintain and extend the life of these assets. The RFP was issued and eight (8) vendors responded to the request. The top four (4) were chosen for live demonstrations, and the selection committee voted to select Cartegraph as the CMMS software supplier for the City. The selection committee vote tally is attached.

**DISCUSSION:**

The CMMS software will be utilized by all divisions of Public Services to create and track work orders and assets for the Water, Sewer, Streets, Stormwater, Fleet Maintenance, and Engineering. The software is GIS based, providing the graphical platform to streamline and automate maintenance management tasks, as well as reporting, life-cycle, and depreciation. Cartegraph is used by over 750 government clients throughout the country, including Okaloosa County. This commonality will allow for the sharing of information and mapping capabilities between the City and County, further enhancing our capabilities.

**GOALS & OBJECTIVES**

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

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**FINANCIAL IMPACT**

The CMMS software and implementation cost is a budgeted item in this year's Public Services account #001-0510-519.63-00. The first year cost is \$101,024.64, which includes implementation services (\$56,700.00) and annual software subscription (\$44,324.64).

**RECOMMENDED ACTION**

Staff respectfully requests a motion to approve the Mayor to sign the Cartegraph (OpenGov) Software Services Agreement.

**Attachments**

1. Demo Tally - April 5 and April 6
2. OpenGov SSA - 2023 (4)
3. OpenGov SSA - 2023 - City revisions 6-8-23

## RFP 23-01-12-PS - CMMS Software Demo April 5 and April 6, 2023

Scores were ranked on a scale of 1 to 5 with #1 being the most liked overall and #4 being the le

| Committee    | Cityworks | Cartegraph | Central Square | Kloudgin |
|--------------|-----------|------------|----------------|----------|
| Jayce V.     | 3         | 2          | 4              | 1        |
| Brendon B.   | 2         | 1          | 4              | 3        |
| Carlos J.    | 4         | 1          | 3              | 2        |
| Heather S.   | 4         | 1          | 3              | 2        |
| Robin T.     | 4         | 1          | 3              | 2        |
| Michael C.   | 4         | 1          | 3              | 2        |
| Wendy B.     | 3         | 1          | 4              | 2        |
| Stephanie R. | 4         | 1          | 3              | 2        |
| Dawn B.      | 4         | 1          | 3              | 2        |

|           |                    |
|-----------|--------------------|
| Total #1: | Cartegraph = 8     |
| Total #2: | KloudGin = 7       |
| Total #3: | Central Square = 6 |
| Total #4: | Cityworks = 6      |

Cartegraph received 8 votes out of 9 raters for #1 choice

KloudGin received 7 votes out of 9 raters for #2 choice



# OpenGov Software Services Agreement

This Software Services Agreement (“Agreement”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“OpenGov”) and the Customer listed on the signature block below (“Customer”), as of the date of the last signature below (the “Effective Date”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

## 1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record), excluding any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

## 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“Software Services”).

2.2. Support & Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services.

2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“SOW”) or Order Form agreed to by the parties (the “Professional Services”). Unless otherwise specified in the SOW or Order Form, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date.

Any unused pre-paid Professional Services Fees shall be forfeited.

- 2.3.2. Estimated expenses shall be included in each Order Form or SOW. Customer shall reimburse OpenGov for reasonable expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated expenses without written approval from Customer.

### 3. RESTRICTIONS AND RESPONSIBILITIES

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Software Terms. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer is responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

- 4.1. Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("Insights"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.
- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

- 4.4. Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## 5. CONFIDENTIALITY

- 5.1. Each party (the "Receiving Party") agrees not to disclose any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.
- 5.2. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including this Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.
- 5.3. Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6. PAYMENT OF FEES

- 6.1. Fees; Invoicing; Payment; Expenses.
- 6.1.1. Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("Software Services Fees") and the fees for Professional Services ("Professional Services Fees") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "Fees". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (a) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (b) Customer must pay all Fees due under all Order Forms and SOWs within 30 days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (c) the Software Service Fee shall be due annually in advance, and (d) Customer



- must make all payments without setoffs, withholdings or deductions of any kind.
- 6.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
- 6.1.3. Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form or SOW. Customer shall pay all invoices according to the Payment Terms listed on the Order Form or SOW.
- 6.1.4. Travel Expenses. Unless the Order Form or SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each Order Form as they are incurred. Each invoice will include receipts for all expenses listed. Customer shall pay all such invoices within 30 days.
- 6.1.5. Customer Delays; On Hold Fee.
- 6.1.5.1. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW or Order Form timely or accurately, OpenGov shall promptly, but in no event more than 30 days from the date of such determination deliver to Customer a notice (an "On Hold Notice") that (a) designates the Professional Services to be provided to the Customer as "On Hold", (b) details Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (c) specifies the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "On Hold Fee").
- 6.1.5.2. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (a) reallocate resources otherwise reserved for the performance of the Professional Services, and (b) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to 6 weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable Order Form or SOW.
- 6.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, Customer will owe late interest penalty of 1.5% of the outstanding

balance per month, or the maximum rate permitted by law, whichever is lower. In addition, if Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

- 6.3. Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

- 7.1. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form, unless sooner terminated pursuant to Section 7.3 below.
- 7.2. Renewal Term. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "Renewal Term" and together with the Initial Term, the "Term"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the Initial Term.
- 7.3. Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement.
- 7.4. Effect of Termination. In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1:
- 7.4.1. Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.4.2. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4.2, upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.2.

- 7.5. Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4.2 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within 90 days of performance of such work in order to receive such warranty remedies.

8.1.2. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1.2 must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party, and (iii) the Customer has appropriated the funds for the first year of the Initial Term.

8.3. Disclaimer. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Nor does it make any warranty as to the results that may be obtained from use of the Software Services. Except as set forth in this Section, the Software Services are provided "as is" and OpenGov disclaims all other warranties, express or implied, including implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

9. LIMITATION OF LIABILITY

9.1. By Type. Neither party, nor its suppliers, officers, affiliates, representatives, contractors, or employees will have any liability with respect to any subject matter of this agreement under any circumstances or any theory of liability (a) for error or interruption of use or for loss or inaccuracy of data or cost of procurement of substitute goods or services or loss of business; (b) for any indirect, exemplary, punitive, incidental, special, or

consequential damages; or (c) for any matter beyond the party's reasonable control, even if the party has been advised of the possibility of such loss or damage.

- 9.2. By Amount. In no event shall either party's aggregate, cumulative liability for any claims arising out of or in any way related to this agreement exceed the fees paid by customer to OpenGov (or in the case of Customer, payable) for the Software Services under this Agreement in the 12 months prior to the act that gave rise to the liability.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. MISCELLANEOUS

- 10.1. Logo Use. OpenGov may use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, or failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

- 10.7. Assignment. Except as set forth in this Section, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment is void. This Agreement will inure to the benefit of and bind each party's permitted assigns and successors.
- 10.8. Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.
- 10.9. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the jurisdiction where the Customer's headquarters are located. The parties agree to bring any dispute arising out of this Agreement in the courts of that jurisdiction and irrevocably to submit to the personal jurisdiction and venue of those courts for the adjudication of any such dispute.
- 10.11. Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

*Signature page follows.*

Signature Page to OpenGov Software Services Agreement

**Signatures**

**Customer:** \_\_\_\_\_

**OPENGOV, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Staff Report

CITY COUNCIL MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: Action Item

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Andrew Schneider, Stephen McCosker, Police Chief  
DATE: 6/8/2023  
SUBJECT: AXON Taser/Cameras Contract

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**BACKGROUND:**

The Crestview Police Department currently utilizes Axon Body Worn Camera systems and Axon Less-lethal Tasers. We are currently concluding the final year of a contractual term with Axon and they have offered an early-renewal term that would avoid some anticipated price increases by entering into an early renewal.

**DISCUSSION:**

Axon plans to increase pricing of services and equipment beginning in August of 2023. This cost increase is caused by an increase in expenses of production and will cause an increase to all Axon customers/clients which includes the Crestview Police Department. We are currently scheduled to renew our contract agreement in August of 2024.

The price of Axon and Taser contract renewals will be increased significantly. The increase from our current cost of \$120,083.59 will increase to \$232,148.11. This is a proposed increase of \$112,064.52 annually. Some of the increase includes the acquisition of additional equipment that is necessary to outfit new employees with Body Worn Cameras and Less Than Lethal Tasers. This current quote would outfit the entire police department with a complete kit, and implements new Body Worn Cameras that were not previously included in the current contract for new law enforcement officers, Animal Control, Code Enforcement and the city Fire Marshall.

Axon has offered an early-renewal opportunity for current clients that will enter the clients into an agreement before the increase in the cost occurs. The agreement is a 5-year term and spreads a bulk cost over the 5 year period. The services will generally remain the same, with new equipment included, and per the terms of the agreement, all equipment is automatically replaced when the newest version of equipment is distributed at no additional cost. This keeps the department using the most-current versions of Body Worn Camera systems and Less Lethal Tasers.

As the term agreement is explained, the anticipated increase for the necessary equipment would be an additional \$250,891.87 over a five (5) year term. This equates to an additional increase of: \$50,178.37 per year, should the discounted rate not be agreed upon within the early-renewal agreement date of June 30, 2023.

This increase will occur for all agreements that are made after that date beginning August of 2023. This increase applies to any client who does not renew or becomes a new client. These increases are in anticipation of new products being released by the vendor that have a higher cost to manufacture and distribute. The above-described increase can be avoided by entering into an early-renewal agreement/contact with Axon. The new terms will avoid the increase that is anticipated are as follows and attached in a PDF.

If the early-renewal contract is implemented, the increase for new equipment will be: \$61,886.15 for years 2 through 5 ONLY. Currently we are contracted for \$120,083.59 annually. Renewal will allow our first year to

continue at that rate without increase. (we will continue to pay our old price of \$120,083.59 for year 1).

For years 2 through 5 of the new contract, it will increase to: \$181,969.74 annually. ( $\$120,083.59 + 61,886.15 = \$181,969.74$ )

This is for new equipment, outfitting the new members of the department and affiliated departments described above. This also continues with the over-all outfitting of all members of the department as well.

If there is no agreement for the early-renewal, there will be an increase to \$170,261.96 for the first year and \$232,148.11 for years 2 through 5. This will exclude the discount for early-renewal at the discounted cost.

The options for continued service are as follows:

A. Total term with the discounted agreement, the cost will be: \$847,961.91 for a 5 year discounted rate.

B. If there is no early-renewal, the total term without the early-renewal discount will be: \$1,098,853.78 for a 5 year non-discounted rate.

We request the City Council approve an early-renewal contract agreement with Axon to benefit from the proposed savings in option "A" above.

## **GOALS & OBJECTIVES**

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

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

*Financial Sustainability*- Achieve long term financial sustainability

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

*Infrastructure*- Satisfy current and future infrastructure needs

*Communication*- To engage, inform and educate public and staff

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

*Community Character*- Promote desirable growth with a hometown atmosphere

*Safety*- Ensure the continuous safety of citizens and visitors

*Mobility*- Provide safe, efficient and accessible means for mobility

## **FINANCIAL IMPACT**

There will be an assumed increase from the previous contract because there are additional Camera Systems and Less-Lethal Tasers than were in our previous agreement with Axon. There will be no additional increase or change for year one (1) (remains \$120,083.59). Years 2 through 5, there will be an annual increase of: \$61,886.15 (increases to \$181,969.74 annually) if the early-renewal agreement/contract is implemented.

If the early-renewal is **NOT** implemented, there will be an increase of: \$50,178.37 for year one (1) (increases to



\$170,261.96) and an additional \$112,064.52 annual increase for years 2 through 5 (increases to \$232,148.11 annually).

The current year's budget will not be affected.

**RECOMMENDED ACTION**

Staff respectfully requests a motion that the City Council approve the early-renewal agreement/contract of Axon to receive the early-renewal discounted rate.

**Attachments**

1. AXON Quote 2023

Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737



Issued: 04/28/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 109119

Payment Terms: N30

Delivery Method:

| SHIP TO                                                                                               | BILL TO                                                                                       |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Business:Delivery;Invoice-201 Stillwell Blvd<br>201 Stillwell Blvd<br>Crestview, FL 32539-2221<br>USA | Crestview Police Dept.- FL<br>201 Stillwell Blvd<br>Crestview, FL 32539-2221<br>USA<br>Email: |

| SALES REPRESENTATIVE                                        | PRIMARY CONTACT                                                                           |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Griffin McKean<br>Phone:<br>Email: gmckean@axon.com<br>Fax: | Donald Howe<br>Phone: 850-306-3746<br>Email: howed@crestviewpd.org<br>Fax: (850) 682-2080 |

### Quote Summary

|                        |              |
|------------------------|--------------|
| Program Length         | 60 Months    |
| TOTAL COST             | \$847,961.91 |
| ESTIMATED TOTAL W/ TAX | \$847,961.91 |

### Discount Summary

|                          |              |
|--------------------------|--------------|
| Average Savings Per Year | \$50,178.37  |
| TOTAL SAVINGS            | \$250,891.87 |

### Payment Summary

| Date     | Subtotal     | Tax    | Total        |
|----------|--------------|--------|--------------|
| Aug 2023 | \$120,083.59 | \$0.00 | \$120,083.59 |
| Aug 2024 | \$181,969.74 | \$0.00 | \$181,969.74 |
| Aug 2025 | \$181,969.74 | \$0.00 | \$181,969.74 |
| Aug 2026 | \$181,969.74 | \$0.00 | \$181,969.74 |
| Aug 2027 | \$181,969.10 | \$0.00 | \$181,969.10 |
| Total    | \$847,961.91 | \$0.00 | \$847,961.91 |

Quote Unbundled Price: \$1,098,853.78  
 Quote List Price: \$901,087.78  
 Quote Subtotal: \$847,961.91

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                         | Description                                                  | Qty | Term | Unbundled | List Price | Net Price     | Subtotal            | Tax           | Total               |
|------------------------------|--------------------------------------------------------------|-----|------|-----------|------------|---------------|---------------------|---------------|---------------------|
| <b>Program</b>               |                                                              |     |      |           |            |               |                     |               |                     |
| 100552                       | TRANSFER CREDIT - GOODS                                      | 1   |      |           | \$1.00     | \$50,256.57   | \$50,256.57         | \$0.00        | \$50,256.57         |
| 100553                       | TRANSFER CREDIT - SOFTWARE AND SERVICES                      | 1   |      |           | \$1.00     | (\$26,525.91) | (\$26,525.91)       | \$0.00        | (\$26,525.91)       |
| OSP7+                        | 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)       | 50  | 60   | \$314.13  | \$248.07   | \$241.52      | \$724,560.00        | \$0.00        | \$724,560.00        |
| Unlimited7+                  | Unlimited 7+ Bundle                                          | 6   | 60   | \$191.89  | \$193.90   | \$193.90      | \$69,804.00         | \$0.00        | \$69,804.00         |
| BWCamTAP                     | Body Worn Camera TAP Bundle                                  | 4   | 60   | \$33.79   | \$32.50    | \$32.50       | \$7,800.00          | \$0.00        | \$7,800.00          |
| <b>A la Carte Hardware</b>   |                                                              |     |      |           |            |               |                     |               |                     |
| 20008                        | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 4   |      |           | \$1,960.00 | \$0.00        | \$0.00              | \$0.00        | \$0.00              |
| AB3C                         | AB3 Camera Bundle                                            | 51  |      |           | \$749.00   | \$0.00        | \$0.00              | \$0.00        | \$0.00              |
| AB3MBD                       | AB3 Multi Bay Dock Bundle                                    | 6   |      |           | \$1,638.90 | \$43.90       | \$263.40            | \$0.00        | \$263.40            |
| AB3C                         | AB3 Camera Bundle                                            | 10  |      |           | \$749.00   | \$749.00      | \$7,490.00          | \$0.00        | \$7,490.00          |
| AB3MBD                       | AB3 Multi Bay Dock Bundle                                    | 1   |      |           | \$1,638.90 | \$1,638.90    | \$1,638.90          | \$0.00        | \$1,638.90          |
| <b>A la Carte Software</b>   |                                                              |     |      |           |            |               |                     |               |                     |
| ProLicense                   | Pro License Bundle                                           | 5   | 60   |           | \$42.91    | \$42.25       | \$12,674.95         | \$0.00        | \$12,674.95         |
| <b>A la Carte Warranties</b> |                                                              |     |      |           |            |               |                     |               |                     |
| 80395                        | EXT WARRANTY, TASER 7 HANDLE                                 | 4   | 49   |           | \$7.13     | \$0.00        | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>                 |                                                              |     |      |           |            |               | <b>\$847,961.91</b> | <b>\$0.00</b> | <b>\$847,961.91</b> |



## Delivery Schedule

### Hardware

| Bundle                                                 | Item  | Description                                                  | QTY | Estimated Delivery Date |
|--------------------------------------------------------|-------|--------------------------------------------------------------|-----|-------------------------|
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 50  | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1   | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20018 | TASER 7 BATTERY PACK, TACTICAL                               | 60  | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20050 | HOOK-AND-LOOP TRAINING (HALT) SUIT                           | 1   | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20160 | TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER                | 50  | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 150 | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 100 | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 150 | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 100 | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 100 | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   | 100 | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS            | 50  | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS       | 50  | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 1   | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 1   | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK                  | 100 | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 74200 | TASER 7 6-BAY DOCK AND CORE                                  | 1   | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 75015 | SIGNAL SIDEARM KIT                                           | 50  | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80087 | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)        | 1   | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       | 1   | 08/15/2023              |
| AB3 Camera Bundle                                      | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 57  | 08/15/2023              |
| AB3 Camera Bundle                                      | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 11  | 08/15/2023              |
| AB3 Camera Bundle                                      | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 51  | 08/15/2023              |
| AB3 Camera Bundle                                      | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 10  | 08/15/2023              |
| AB3 Camera Bundle                                      | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 1   | 08/15/2023              |
| AB3 Camera Bundle                                      | 74028 | WING CLIP MOUNT, AXON RAPIDLOCK                              | 57  | 08/15/2023              |
| AB3 Camera Bundle                                      | 74028 | WING CLIP MOUNT, AXON RAPIDLOCK                              | 11  | 08/15/2023              |
| AB3 Multi Bay Dock Bundle                              | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 6   | 08/15/2023              |
| AB3 Multi Bay Dock Bundle                              | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 1   | 08/15/2023              |
| AB3 Multi Bay Dock Bundle                              | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 6   | 08/15/2023              |
| AB3 Multi Bay Dock Bundle                              | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 1   | 08/15/2023              |
| AB3 Multi Bay Dock Bundle                              | 74210 | AXON BODY 3 - 8 BAY DOCK                                     | 6   | 08/15/2023              |
| AB3 Multi Bay Dock Bundle                              | 74210 | AXON BODY 3 - 8 BAY DOCK                                     | 1   | 08/15/2023              |
| Unlimited 7+ Bundle                                    | 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK                  | 12  | 08/15/2023              |
| Unlimited 7+ Bundle                                    | 75015 | SIGNAL SIDEARM KIT                                           | 6   | 08/15/2023              |
| A la Carte                                             | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 4   | 08/15/2023              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 100 | 08/15/2024              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 100 | 08/15/2024              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 100 | 08/15/2025              |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 100 | 08/15/2025              |



## Hardware

| Bundle                                                 | Item  | Description                                                | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------------------------------|-------|------------------------------------------------------------|-----|----------------------|--------------------|
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS    | 100 | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 100 | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73309 | AXON CAMERA REFRESH ONE                                    | 51  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73689 | MULTI-BAY BWC DOCK 1ST REFRESH                             | 7   | 09/15/2023           | 09/14/2028         |
| Body Worn Camera TAP Bundle                            | 73309 | AXON CAMERA REFRESH ONE                                    | 4   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73309 | AXON CAMERA REFRESH ONE                                    | 6   | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 100 | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 100 | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 100 | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 100 | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73310 | AXON CAMERA REFRESH TWO                                    | 51  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73688 | MULTI-BAY BWC DOCK 2ND REFRESH                             | 7   | 09/15/2023           | 09/14/2028         |
| Body Worn Camera TAP Bundle                            | 73310 | AXON CAMERA REFRESH TWO                                    | 4   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73310 | AXON CAMERA REFRESH TWO                                    | 6   | 09/15/2023           | 09/14/2028         |

## Software

| Bundle                                                 | Item   | Description                             | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------------------------------|--------|-----------------------------------------|-----|----------------------|--------------------|
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 100801 | RECORDS OSP                             | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20248  | TASER EVIDENCE.COM ACCESS LICENSE       | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20248  | TASER EVIDENCE.COM ACCESS LICENSE       | 1   | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73478  | REDACTION ASSISTANT USER ACCESS LICENSE | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73618  | AXON COMMUNITY REQUEST+ LICENSE         | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73638  | STANDARDS ACCESS LICENSE                | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73680  | RESPOND DEVICE PLUS LICENSE             | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73682  | AUTO TAGGING LICENSE                    | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73683  | 10 GB EVIDENCE.COM A-LA-CART STORAGE    | 500 | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73686  | UNLIMITED BWC + CAPTURE STORAGE         | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73739  | PERFORMANCE LICENSE                     | 50  | 09/15/2023           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 73746  | PROFESSIONAL EVIDENCE.COM LICENSE       | 50  | 09/15/2023           | 09/14/2028         |
| Pro License Bundle                                     | 73683  | 10 GB EVIDENCE.COM A-LA-CART STORAGE    | 15  | 09/15/2023           | 09/14/2028         |
| Pro License Bundle                                     | 73746  | PROFESSIONAL EVIDENCE.COM LICENSE       | 5   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73478  | REDACTION ASSISTANT USER ACCESS LICENSE | 6   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73618  | AXON COMMUNITY REQUEST+ LICENSE         | 6   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73638  | STANDARDS ACCESS LICENSE                | 6   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73680  | RESPOND DEVICE PLUS LICENSE             | 6   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73682  | AUTO TAGGING LICENSE                    | 6   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73683  | 10 GB EVIDENCE.COM A-LA-CART STORAGE    | 60  | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73686  | UNLIMITED BWC + CAPTURE STORAGE         | 6   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73739  | PERFORMANCE LICENSE                     | 6   | 09/15/2023           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 73746  | PROFESSIONAL EVIDENCE.COM LICENSE       | 6   | 09/15/2023           | 09/14/2028         |

## Services

| Bundle                                                 | Item  | Description                            | QTY |
|--------------------------------------------------------|-------|----------------------------------------|-----|
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 11642 | THIRD-PARTY VIDEO SUPPORT LICENSE      | 50  |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20119 | TASER MASTER INSTRUCTOR SCHOOL VOUCHER | 1   |



## Services

| Bundle                                                 | Item  | Description                                       | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------------------------------|-------|---------------------------------------------------|-----|----------------------|--------------------|
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20119 | TASER MASTER INSTRUCTOR SCHOOL VOUCHER            | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20119 | TASER MASTER INSTRUCTOR SCHOOL VOUCHER            | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20119 | TASER MASTER INSTRUCTOR SCHOOL VOUCHER            | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20119 | TASER MASTER INSTRUCTOR SCHOOL VOUCHER            | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER                 | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER                 | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER                 | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER                 | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER                 | 1   |                      |                    |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 50  |                      |                    |
| Unlimited 7+ Bundle                                    | 11642 | THIRD-PARTY VIDEO SUPPORT LICENSE                 | 6   |                      |                    |

## Warranties

| Bundle                                                 | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------------------------------|-------|------------------------------------|-----|----------------------|--------------------|
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 60  | 08/15/2024           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80395 | EXT WARRANTY, TASER 7 HANDLE       | 50  | 08/15/2024           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80395 | EXT WARRANTY, TASER 7 HANDLE       | 1   | 08/15/2024           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1   | 08/15/2024           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80464 | EXT WARRANTY, CAMERA (TAP)         | 50  | 08/15/2024           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80464 | EXT WARRANTY, CAMERA (TAP)         | 1   | 08/15/2024           | 09/14/2028         |
| 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 7   | 08/15/2024           | 09/14/2028         |
| Body Worn Camera TAP Bundle                            | 80464 | EXT WARRANTY, CAMERA (TAP)         | 4   | 08/15/2024           | 09/14/2028         |
| Unlimited 7+ Bundle                                    | 80464 | EXT WARRANTY, CAMERA (TAP)         | 6   | 08/15/2024           | 09/14/2028         |
| A la Carte                                             | 80395 | EXT WARRANTY, TASER 7 HANDLE       | 4   | 08/15/2024           | 09/14/2028         |

## Payment Details

| Aug 2023         |             |                                                              |     |                     |               |                     |
|------------------|-------------|--------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan     | Item        | Description                                                  | Qty | Subtotal            | Tax           | Total               |
| Annual Payment 1 | 100552      | TRANSFER CREDIT - GOODS                                      | 1   | \$6,633.87          | \$0.00        | \$6,633.87          |
| Annual Payment 1 | 100553      | TRANSFER CREDIT - SOFTWARE AND SERVICES                      | 1   | (\$3,501.42)        | \$0.00        | (\$3,501.42)        |
| Annual Payment 1 | 20008       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 1 | 80395       | EXT WARRANTY, TASER 7 HANDLE                                 | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 1 | AB3C        | AB3 Camera Bundle                                            | 51  | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 1 | AB3C        | AB3 Camera Bundle                                            | 10  | \$7,490.00          | \$0.00        | \$7,490.00          |
| Annual Payment 1 | AB3MBD      | AB3 Multi Bay Dock Bundle                                    | 6   | \$263.40            | \$0.00        | \$263.40            |
| Annual Payment 1 | AB3MBD      | AB3 Multi Bay Dock Bundle                                    | 1   | \$1,638.90          | \$0.00        | \$1,638.90          |
| Annual Payment 1 | BWCamTAP    | Body Worn Camera TAP Bundle                                  | 4   | \$1,029.60          | \$0.00        | \$1,029.60          |
| Annual Payment 1 | OSP7+       | 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)       | 50  | \$95,642.01         | \$0.00        | \$95,642.01         |
| Annual Payment 1 | ProLicense  | Pro License Bundle                                           | 5   | \$1,673.09          | \$0.00        | \$1,673.09          |
| Annual Payment 1 | Unlimited7+ | Unlimited 7+ Bundle                                          | 6   | \$9,214.14          | \$0.00        | \$9,214.14          |
| <b>Total</b>     |             |                                                              |     | <b>\$120,083.59</b> | <b>\$0.00</b> | <b>\$120,083.59</b> |

| Aug 2024         |             |                                                              |     |                     |               |                     |
|------------------|-------------|--------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan     | Item        | Description                                                  | Qty | Subtotal            | Tax           | Total               |
| Annual Payment 2 | 100552      | TRANSFER CREDIT - GOODS                                      | 1   | \$10,905.68         | \$0.00        | \$10,905.68         |
| Annual Payment 2 | 100553      | TRANSFER CREDIT - SOFTWARE AND SERVICES                      | 1   | (\$5,756.12)        | \$0.00        | (\$5,756.12)        |
| Annual Payment 2 | 20008       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 2 | 80395       | EXT WARRANTY, TASER 7 HANDLE                                 | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 2 | BWCamTAP    | Body Worn Camera TAP Bundle                                  | 4   | \$1,692.60          | \$0.00        | \$1,692.60          |
| Annual Payment 2 | OSP7+       | 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)       | 50  | \$157,229.62        | \$0.00        | \$157,229.62        |
| Annual Payment 2 | ProLicense  | Pro License Bundle                                           | 5   | \$2,750.46          | \$0.00        | \$2,750.46          |
| Annual Payment 2 | Unlimited7+ | Unlimited 7+ Bundle                                          | 6   | \$15,147.50         | \$0.00        | \$15,147.50         |
| <b>Total</b>     |             |                                                              |     | <b>\$181,969.74</b> | <b>\$0.00</b> | <b>\$181,969.74</b> |

| Aug 2025         |             |                                                              |     |                     |               |                     |
|------------------|-------------|--------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan     | Item        | Description                                                  | Qty | Subtotal            | Tax           | Total               |
| Annual Payment 3 | 100552      | TRANSFER CREDIT - GOODS                                      | 1   | \$10,905.68         | \$0.00        | \$10,905.68         |
| Annual Payment 3 | 100553      | TRANSFER CREDIT - SOFTWARE AND SERVICES                      | 1   | (\$5,756.12)        | \$0.00        | (\$5,756.12)        |
| Annual Payment 3 | 20008       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 3 | 80395       | EXT WARRANTY, TASER 7 HANDLE                                 | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 3 | BWCamTAP    | Body Worn Camera TAP Bundle                                  | 4   | \$1,692.60          | \$0.00        | \$1,692.60          |
| Annual Payment 3 | OSP7+       | 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)       | 50  | \$157,229.62        | \$0.00        | \$157,229.62        |
| Annual Payment 3 | ProLicense  | Pro License Bundle                                           | 5   | \$2,750.46          | \$0.00        | \$2,750.46          |
| Annual Payment 3 | Unlimited7+ | Unlimited 7+ Bundle                                          | 6   | \$15,147.50         | \$0.00        | \$15,147.50         |
| <b>Total</b>     |             |                                                              |     | <b>\$181,969.74</b> | <b>\$0.00</b> | <b>\$181,969.74</b> |

| Aug 2026         |        |                         |     |             |        |             |
|------------------|--------|-------------------------|-----|-------------|--------|-------------|
| Invoice Plan     | Item   | Description             | Qty | Subtotal    | Tax    | Total       |
| Annual Payment 4 | 100552 | TRANSFER CREDIT - GOODS | 1   | \$10,905.68 | \$0.00 | \$10,905.68 |



# Aug 2026

| Invoice Plan     | Item        | Description                                                  | Qty | Subtotal            | Tax           | Total               |
|------------------|-------------|--------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Annual Payment 4 | 100553      | TRANSFER CREDIT - SOFTWARE AND SERVICES                      | 1   | (\$5,756.12)        | \$0.00        | (\$5,756.12)        |
| Annual Payment 4 | 20008       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 4 | 80395       | EXT WARRANTY, TASER 7 HANDLE                                 | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 4 | BWCamTAP    | Body Worn Camera TAP Bundle                                  | 4   | \$1,692.60          | \$0.00        | \$1,692.60          |
| Annual Payment 4 | OSP7+       | 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)       | 50  | \$157,229.62        | \$0.00        | \$157,229.62        |
| Annual Payment 4 | ProLicense  | Pro License Bundle                                           | 5   | \$2,750.46          | \$0.00        | \$2,750.46          |
| Annual Payment 4 | Unlimited7+ | Unlimited 7+ Bundle                                          | 6   | \$15,147.50         | \$0.00        | \$15,147.50         |
| <b>Total</b>     |             |                                                              |     | <b>\$181,969.74</b> | <b>\$0.00</b> | <b>\$181,969.74</b> |

# Aug 2027

| Invoice Plan     | Item        | Description                                                  | Qty | Subtotal            | Tax           | Total               |
|------------------|-------------|--------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Annual Payment 5 | 100552      | TRANSFER CREDIT - GOODS                                      | 1   | \$10,905.66         | \$0.00        | \$10,905.66         |
| Annual Payment 5 | 100553      | TRANSFER CREDIT - SOFTWARE AND SERVICES                      | 1   | (\$5,756.13)        | \$0.00        | (\$5,756.13)        |
| Annual Payment 5 | 20008       | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 5 | 80395       | EXT WARRANTY, TASER 7 HANDLE                                 | 4   | \$0.00              | \$0.00        | \$0.00              |
| Annual Payment 5 | BWCamTAP    | Body Worn Camera TAP Bundle                                  | 4   | \$1,692.60          | \$0.00        | \$1,692.60          |
| Annual Payment 5 | OSP7+       | 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)       | 50  | \$157,229.13        | \$0.00        | \$157,229.13        |
| Annual Payment 5 | ProLicense  | Pro License Bundle                                           | 5   | \$2,750.48          | \$0.00        | \$2,750.48          |
| Annual Payment 5 | Unlimited7+ | Unlimited 7+ Bundle                                          | 6   | \$15,147.36         | \$0.00        | \$15,147.36         |
| <b>Total</b>     |             |                                                              |     | <b>\$181,969.10</b> | <b>\$0.00</b> | <b>\$181,969.10</b> |



Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00023994 (originated via Q-206568) and is terminating that contract upon the new license start date (9/15/2023) of this quote.

The parties agree that Axon is granting a refund of \$26,525.91 to refund paid, but undelivered services. This discount is based on a ship date range of 8/15/2023 - 8/31//2023, resulting in a 9/15/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

The parties agree that Axon is charging a debit of \$50,256.57 to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 8/15/2023 - 8/31//2023, resulting in a 9/15/2023 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 4 Billing of contract 00023994.

|           |             |
|-----------|-------------|
| Signature | Date Signed |
|-----------|-------------|

4/28/2023





# Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

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TO: Planning and Development Board  
CC: City Manager and City Attorney  
FROM: Community Development Services  
DATE: 6/8/2023  
SUBJECT: Ord. 1932 - Third Avenue Annexation

---

**BACKGROUND:**

On May 10, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2203 Third Avenue.

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

The Planning and Development Board recommended approval of the request on June 5, 2023.

**DISCUSSION:**

The property description is as follows:

Property Owner: Smith Family Trust  
C/O Mary Joseph  
124 Miracle Strip Pkwy SW  
Unit 1500  
Ft Walton Beach, FL 32548  
Parcel ID: 04-3N-23-1840-0001-0010  
Site Size: 12.02 acres  
Current FLU: Okaloosa County Mixed Use  
Current Zoning: Okaloosa County Mixed Use  
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

| Direction | FLU                                    | Zoning                                                                                                        | Existing Use                     |
|-----------|----------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------|
| North     | Public Lands                           | Public Lands                                                                                                  | Public School                    |
| East      | Commercial & Okaloosa County Mixed Use | Commercial Low-Intensity District (C-1), Commercial High-Intensity District (C-2) & Okaloosa County Mixed Use | Vacant, Commercial & Residential |
| South     | Mixed Use                              | Mixed Use                                                                                                     | Vacant & Residential             |
| West      | Residential                            | Single and Multi-Family Density Dwelling District (R-3)                                                       | 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 can be developed for residential and/or low-intensity commercial use.

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 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 that the council move Ordinance 1932 to second reading for adoption.

## **Attachments**

1. Exhibit Packet

## **ORDINANCE: 1932**

**AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 12.02 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

PIN # 04-3N-23-1840-0001-0010 (Deed recorded in Book 2631, page 3729, dated June 28, 2005)

Lot One (1) to Ten (10) inclusive of Block One (1) Oakdale Miniature Farms Subdivision according to plat on file in the Office of Clerk of Circuit Court, Okaloosa County, Florida, LESS, begin at the Northeast corner of Lot Six (6) of Block One (1) of Oakdale Miniature Farms, Crestview, Florida, thence run in a Westerly direction along the North boundary of said Lot 6, One Hundred Feet; thence parallel with Garden Street run in a Southerly direction One Hundred Feet; thence parallel with the North boundary of said Lot 6 run in an Easterly direction One Hundred feet to Garden Street; thence on the West boundary of Garden Street in a Northerly direction run One Hundred feet to Point of Beginning. Being in said Lot Six (6) as per plat on file with the Clerk of Circuit Court of Okaloosa County, Florida.

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

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

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



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

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

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

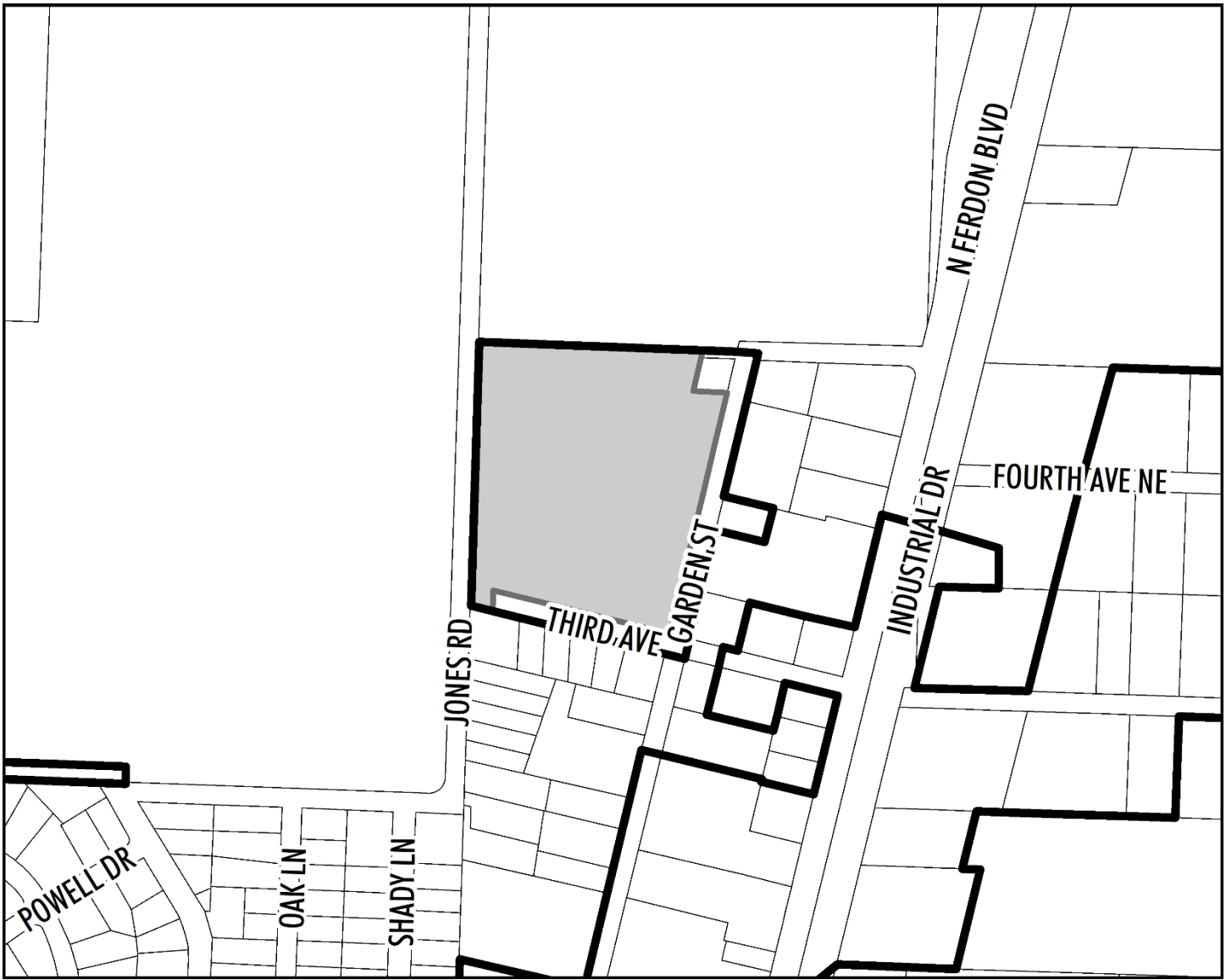
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Maryanne Schrader  
City Clerk

Approved by me this 26th day of June, 2023.

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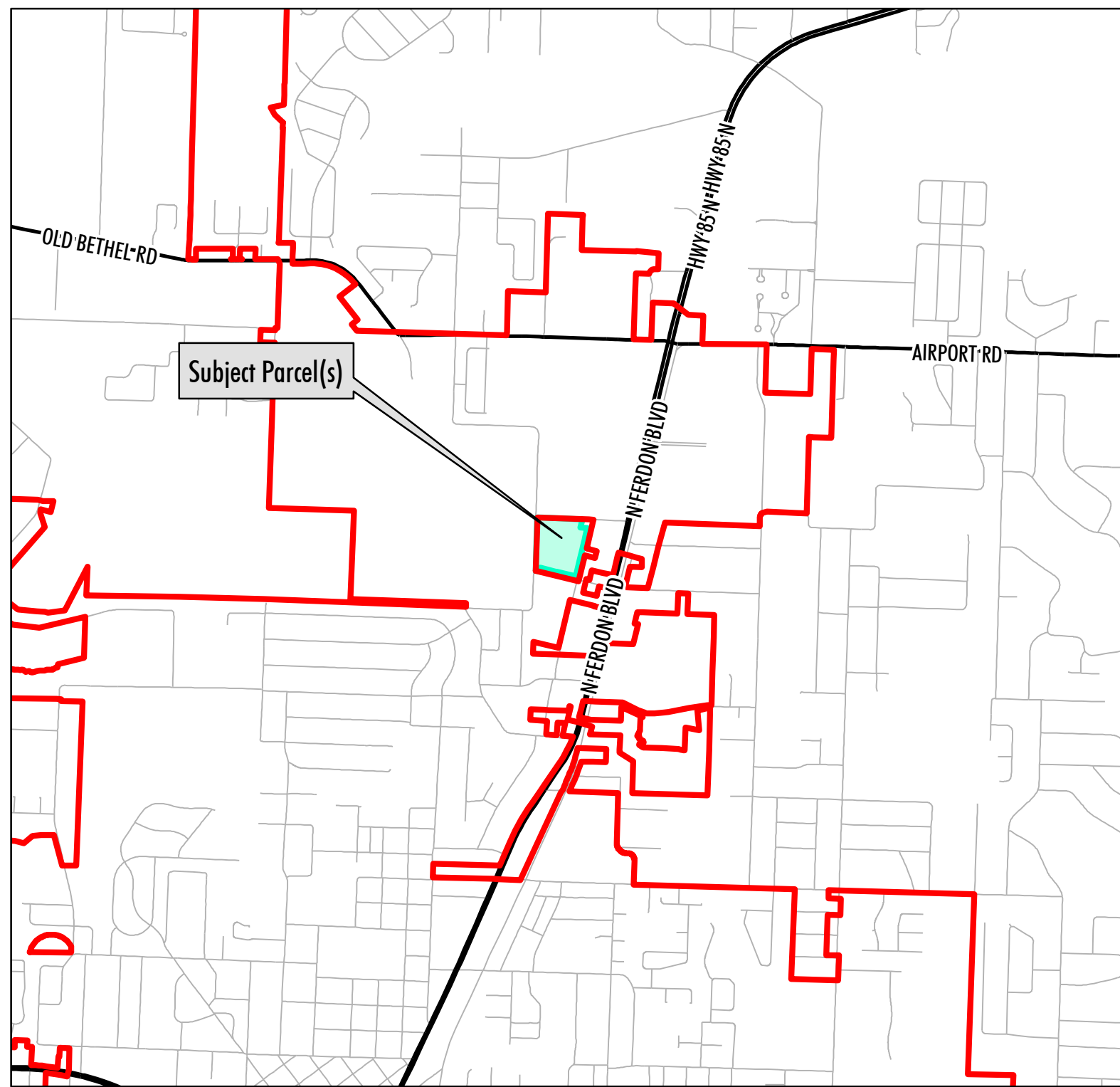
J. B. Whitten  
Mayor



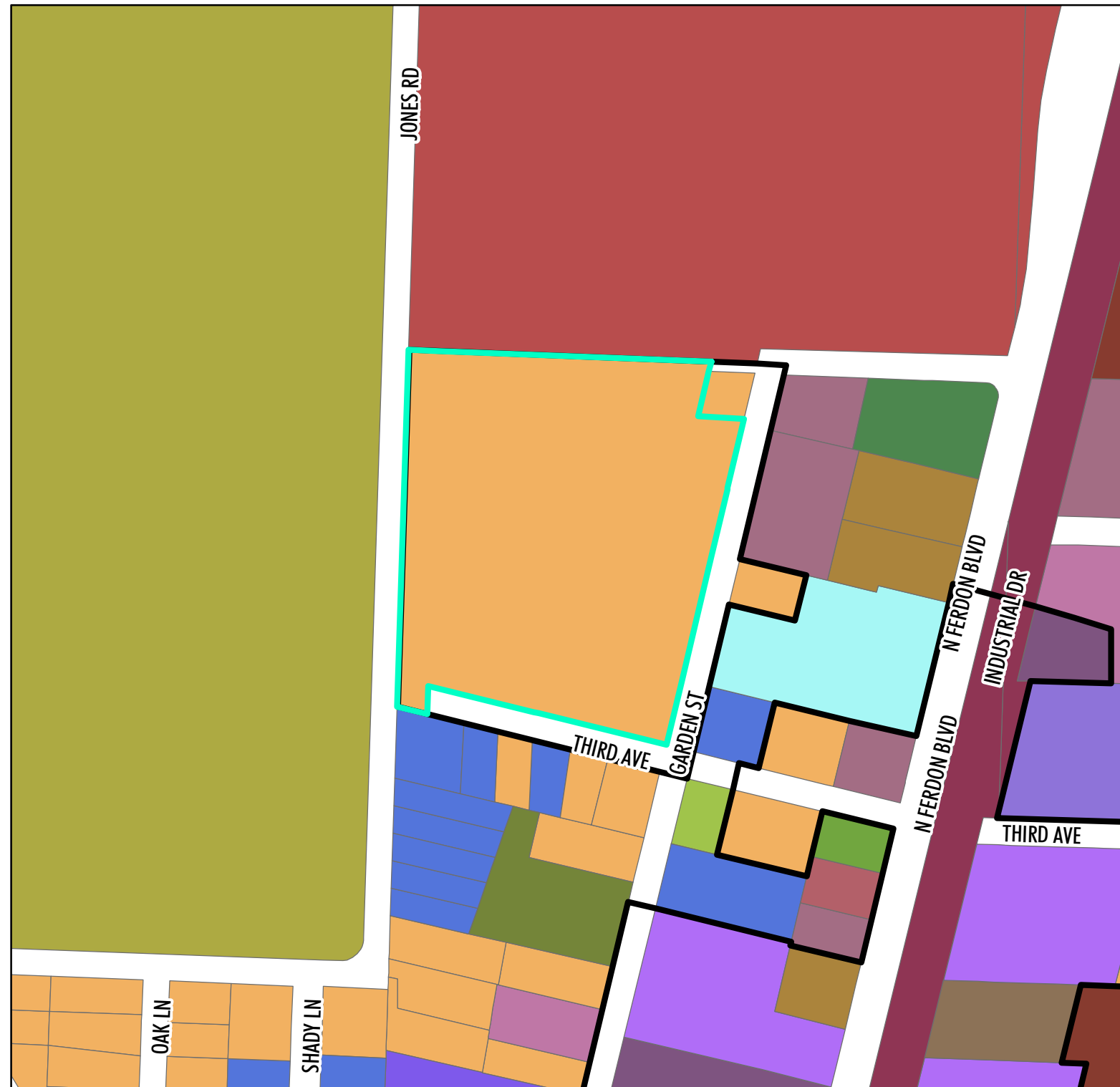
# Vicinity Map



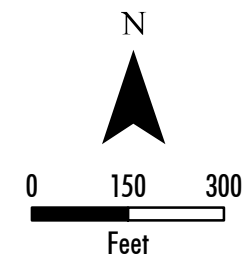
Not to Scale



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



# Existing Use



## Legend

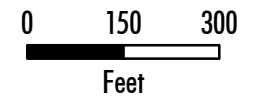
Subject Parcel

City Limits

## Existing

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Improved A
- Municipal
- No AG Acre
- Office
- Private School
- Public School
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

# Current Future Land Use



## Legend

 Subject Parcel

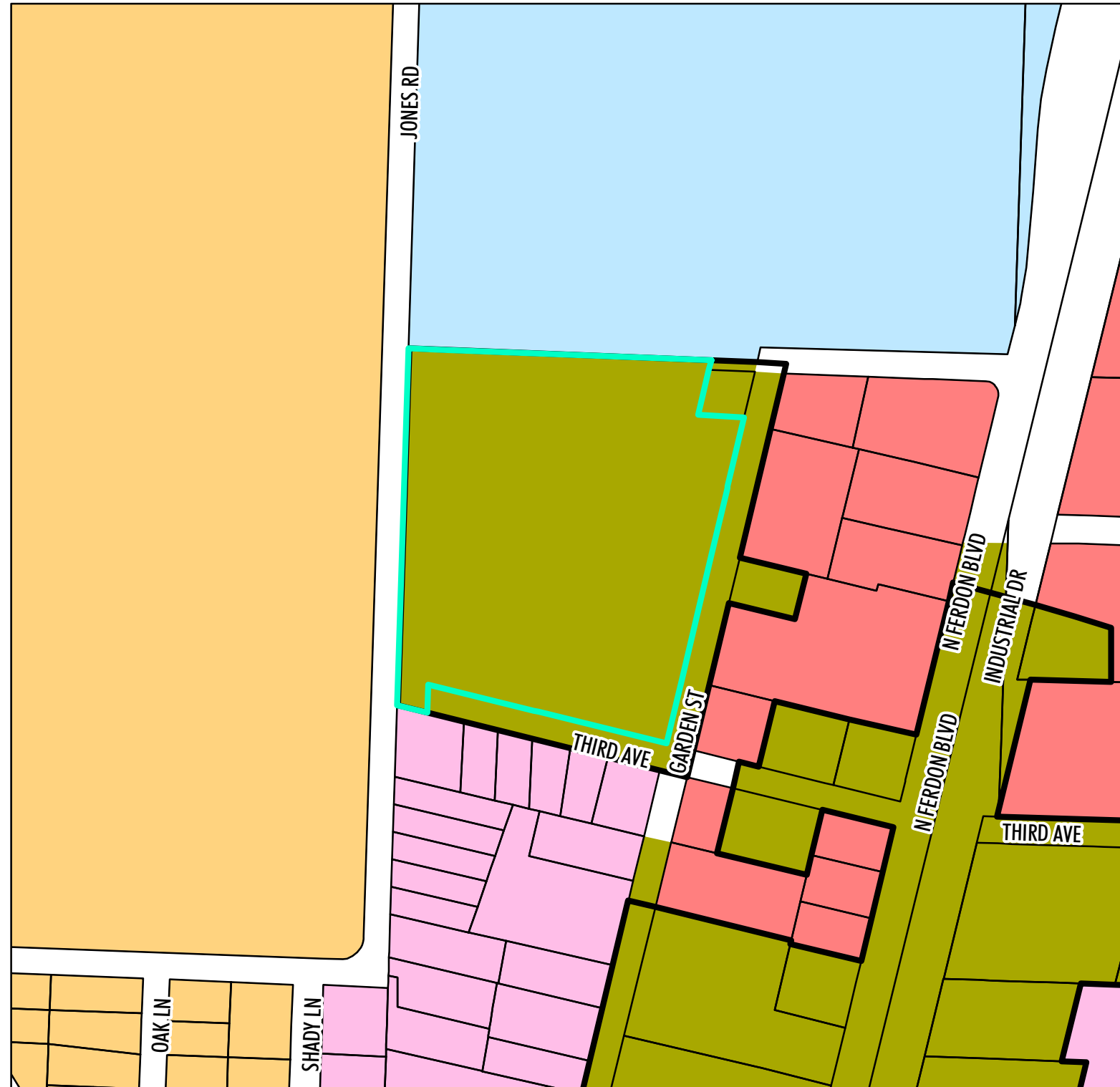
 City Limits

### City Future Land Use

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

### County Future Land Use

-  Mixed Use (MU)



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

# Current Zoning



0 150 300  
Feet

## Legend

 Subject Parcel

 City Limits

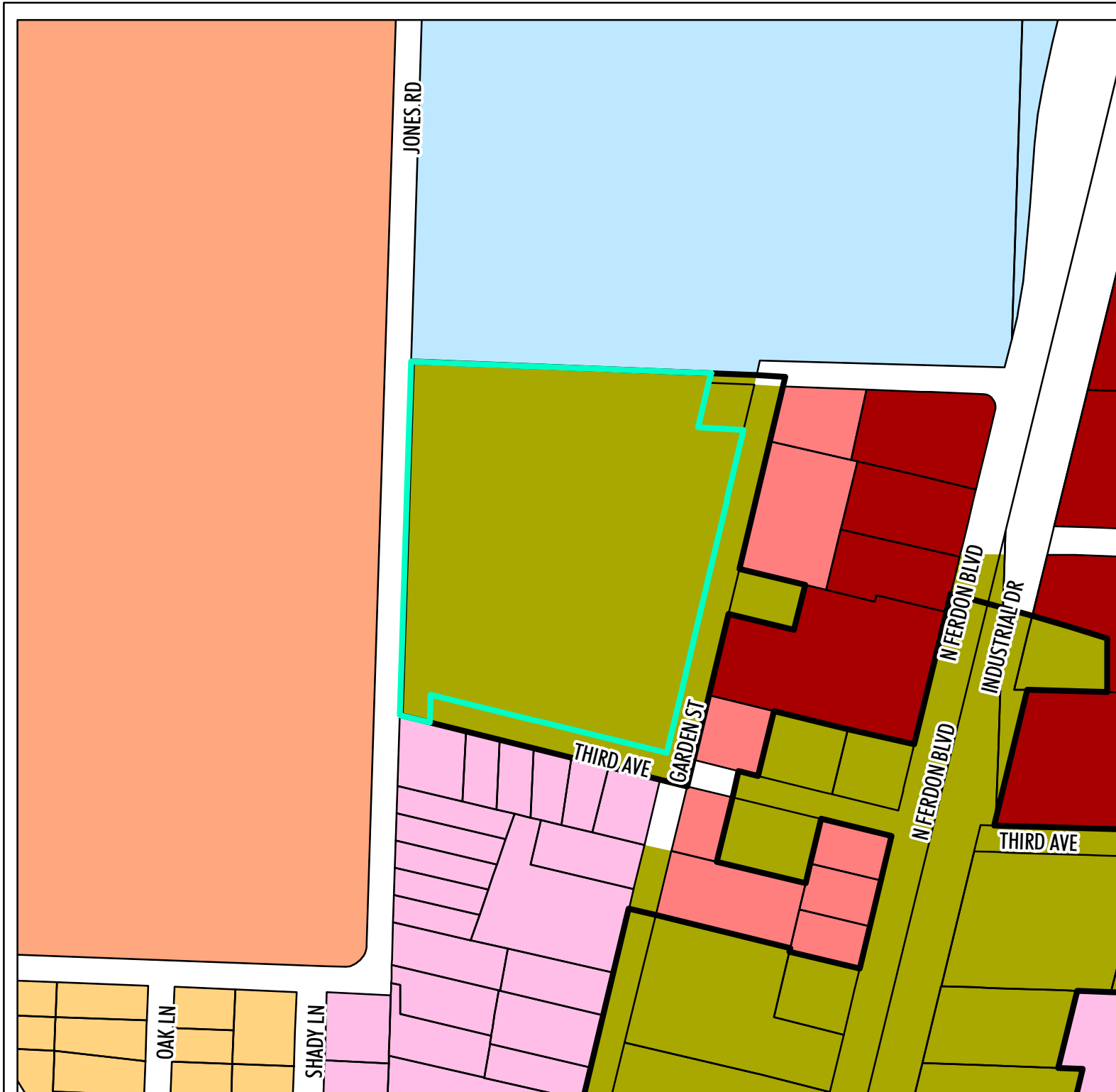
## City Zoning

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

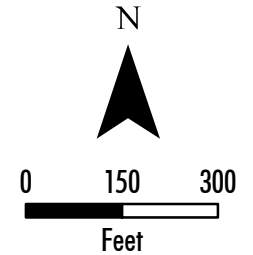
## County Zoning

-  Mixed Use (MU)

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



# Proposed Future Land Use



## Legend

Subject Parcel

City

### City Future Land

Commercial

Industrial

Mixed Use

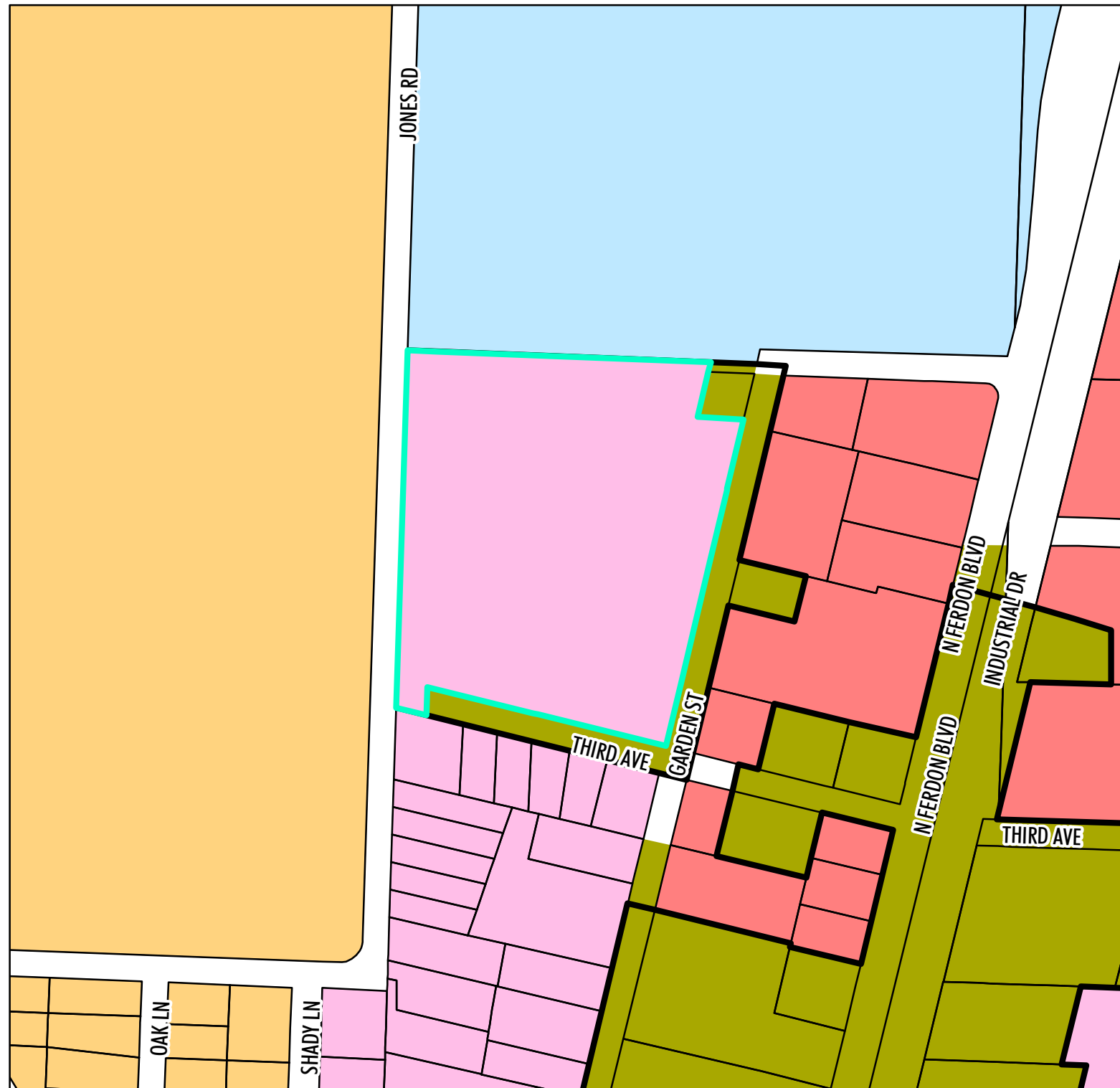
Conservation

Public Lands

Residential

### County Future Land

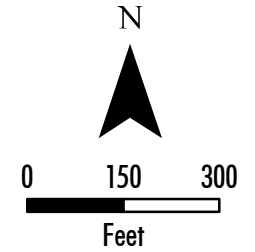
Mixed Use



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



# Proposed Zoning



## Legend

Subject Parcel

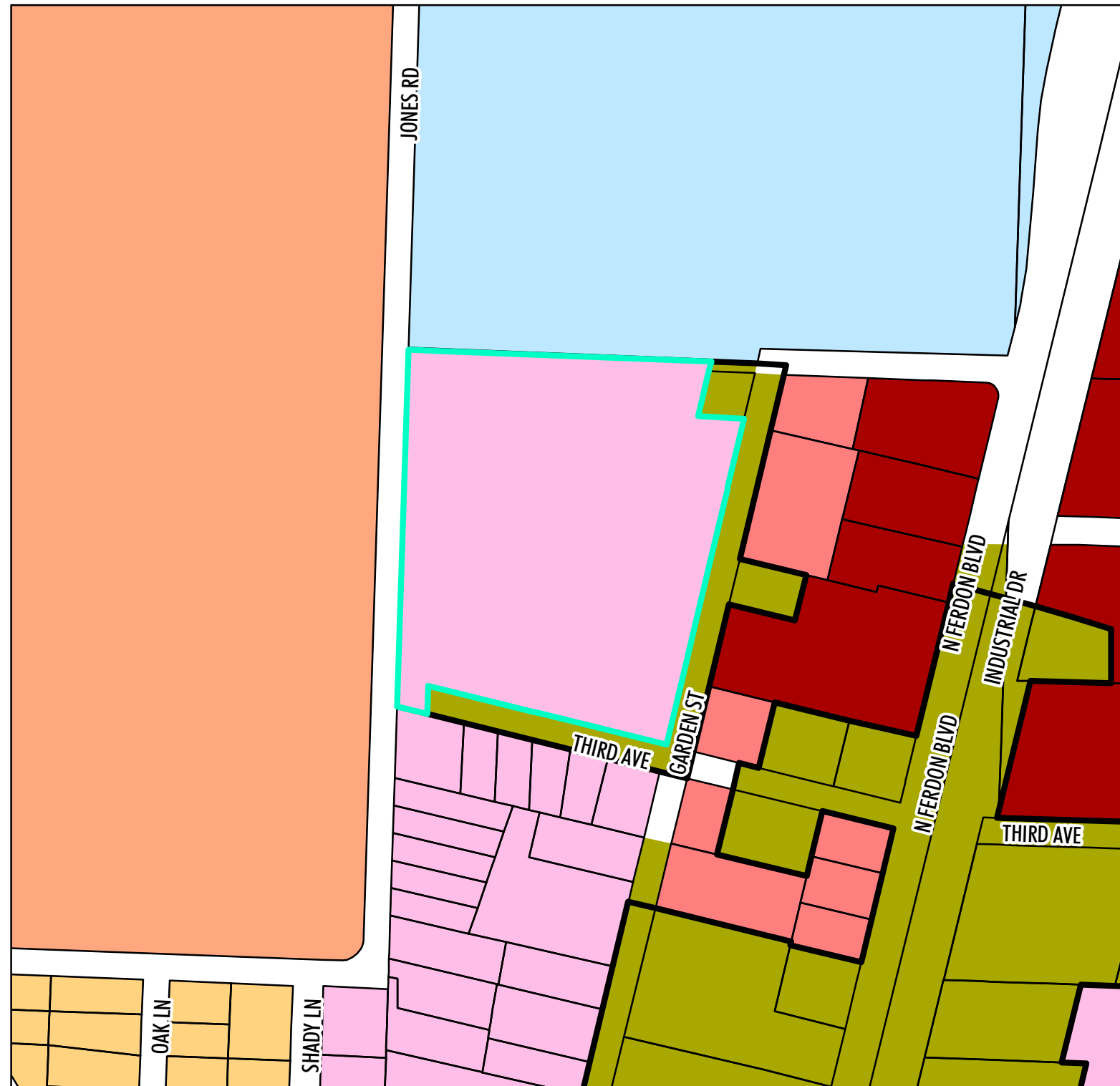
City Limits

### City Zoning

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

### County Zoning

- Mixed Use (MU)



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



# Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

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TO: Planning and Development Board  
CC: City Manager and City Attorney  
FROM: Community Development Services  
DATE: 6/8/2023  
SUBJECT: Ord. 1933 - Third Avenue Comprehensive Plan Amendment

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**BACKGROUND:**

On May 10, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2203 Third Avenue.

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

The application requests the Mixed Use (MU) future land use designation for the property.

The Planning and Development Board recommended approval of the request on June 5, 2023.

**DISCUSSION:**

The property description is as follows:

Property Owner: Smith Family Trust  
C/O Mary Joseph  
124 Miracle Strip Pkwy SW  
Unit 1500  
Ft Walton Beach, FL 32548  
Parcel ID: 04-3N-23-1840-0001-0010  
Site Size: 12.02 acres  
Current FLU: Okaloosa County Mixed Use  
Current Zoning: Okaloosa County Mixed Use  
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

| Direction | FLU                                       | Zoning                                                                                                                 | Existing Use                        |
|-----------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| North     | Public Lands                              | Public Lands                                                                                                           | Public School                       |
| East      | Commercial & Okaloosa County<br>Mixed Use | Commercial Low-Intensity District<br>(C-1), Commercial High-Intensity<br>District (C-2) & Okaloosa County<br>Mixed Use | Vacant, Commercial &<br>Residential |
| South     | Mixed Use                                 | Mixed Use                                                                                                              | Vacant & Residential                |

|      |             |                                                            |        |
|------|-------------|------------------------------------------------------------|--------|
| West | Residential | Single and Multi-Family Density<br>Dwelling District (R-3) | 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 can be developed for residential and/or low-intensity commercial use.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 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 move Ordinance 1933 to second reading for adoption.

## **Attachments**

1. Exhibit Packet

## **ORDINANCE: 1933**

**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 MIXED USE (MU) ON APPROXIMATELY 12.02 ACRES, MORE OR LESS, IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Mixed Use (MU) on a parcel of land containing 12.02 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

**SECTION 3 – PURPOSE.** The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

**SECTION 4 – FUTURE LAND USE MAP AMENDMENT.** The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 12.02 acres of land, more or less, from Okaloosa County Mixed Use to Mixed Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 12.02 acres, more or less, is known as Parcel 04-3N-23-1840-0001-0010 and commonly described as:

Lot One (1) to Ten (10) inclusive of Block One (1) Oakdale Miniature Farms Subdivision according to plat on file in the Office of Clerk of Circuit Court, Okaloosa County, Florida, LESS, begin at the Northeast corner of Lot Six (6) of Block One (1) of Oakdale Miniature Farms, Crestview, Florida, thence run in a Westerly direction along the North boundary of said Lot 6, One Hundred Feet; thence parallel with Garden Street run in a Southerly direction One Hundred Feet; thence parallel with the North boundary of said Lot 6 run in an Easterly direction One Hundred feet to Garden Street; thence on the West boundary of Garden Street in a Northerly direction run

One Hundred feet to Point of Beginning. Being in said Lot Six (6) as per plat on file with the Clerk of Circuit Court of Okaloosa County, Florida.

The Mixed Use (MU) Future Land Use Category is hereby imposed on Parcel 04-3N-23-1840-0001-0010. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 04-3N-23-1840-0001-0010 thereon.

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

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

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

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

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

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

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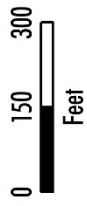
Maryanne Schrader  
City Clerk

Approved by me this 26th day of June, 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)

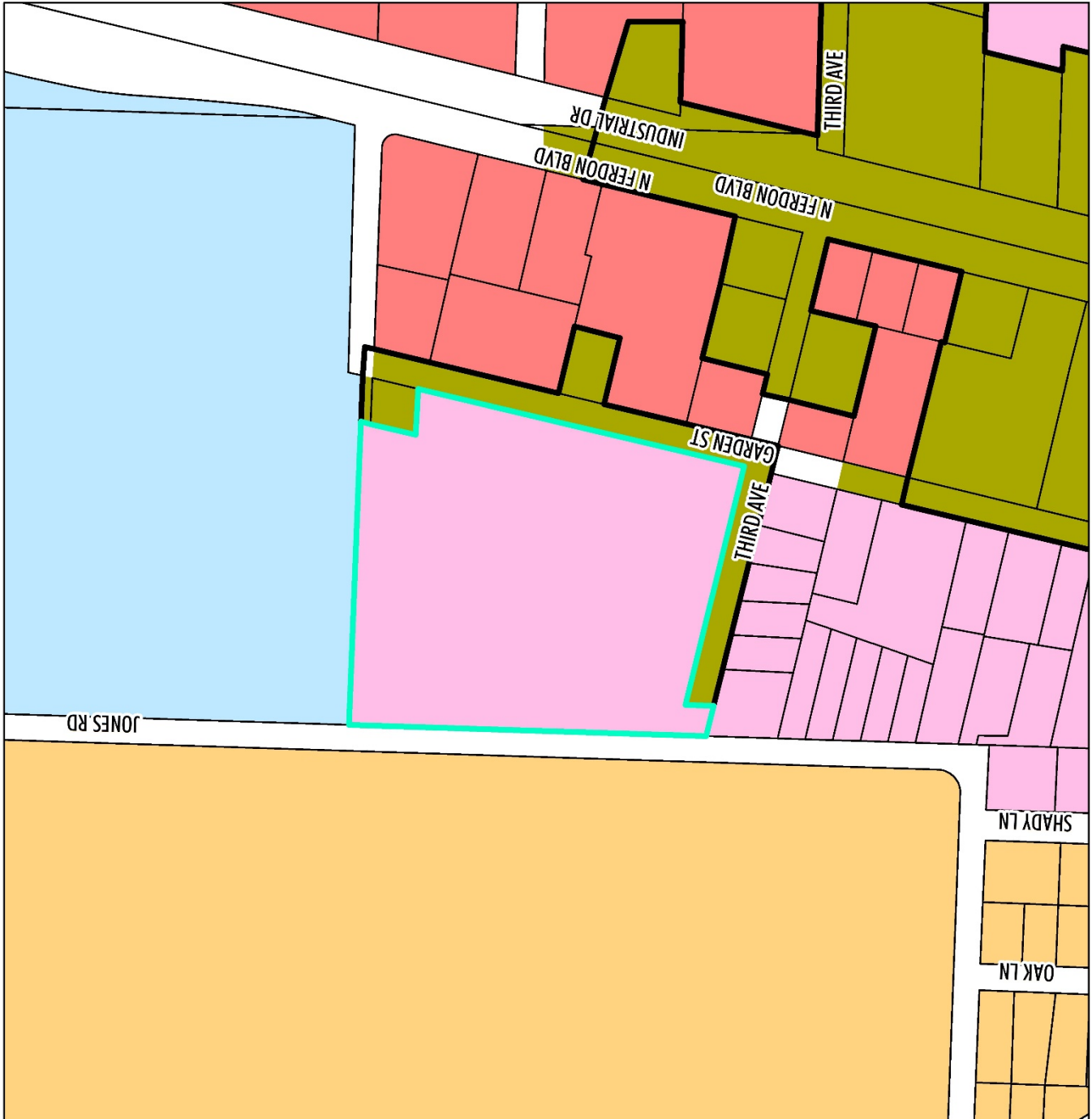
Public Lands (PL)

Residential (R)

### County Future Land Use

Mixed Use (MU)

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

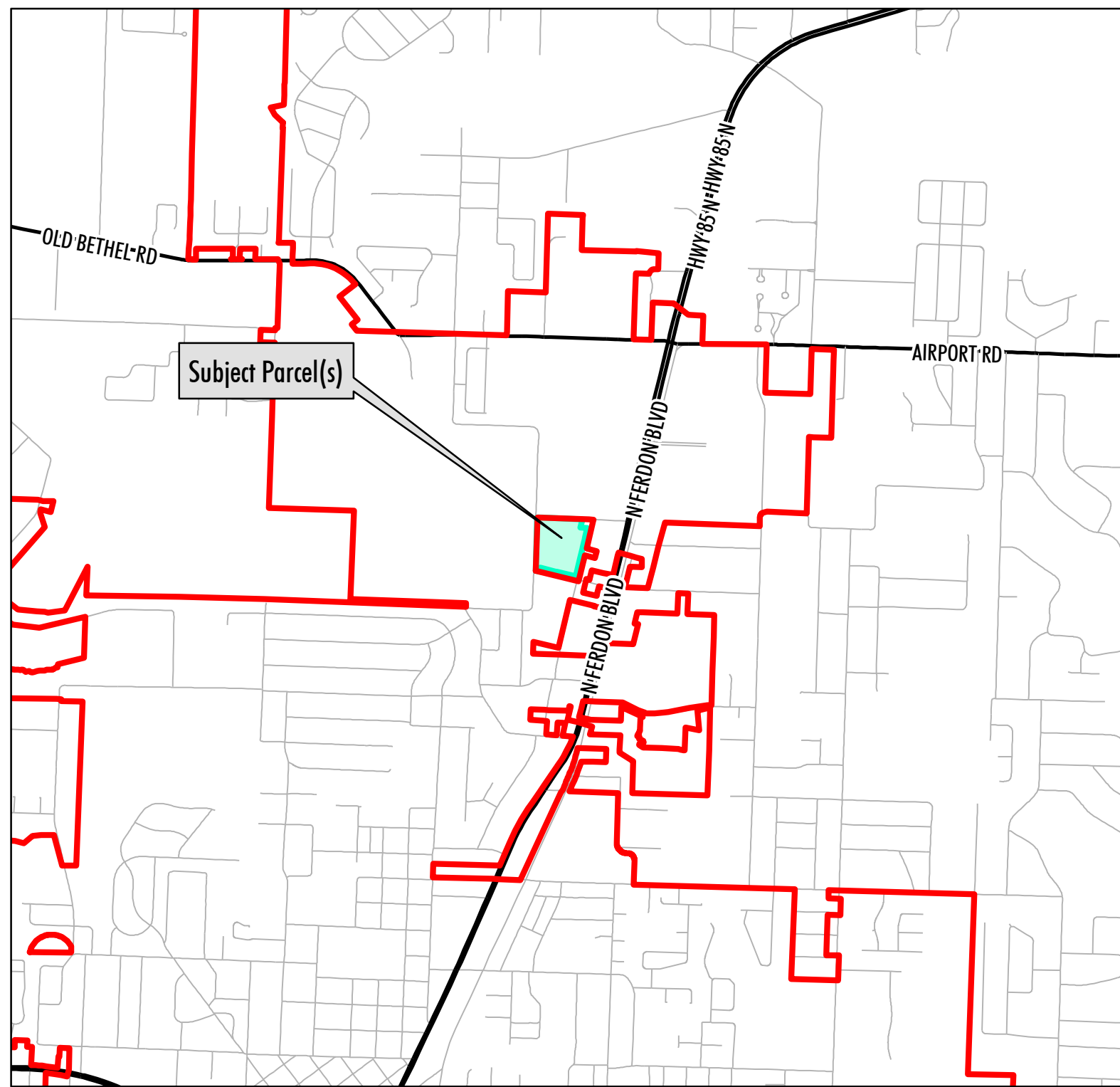




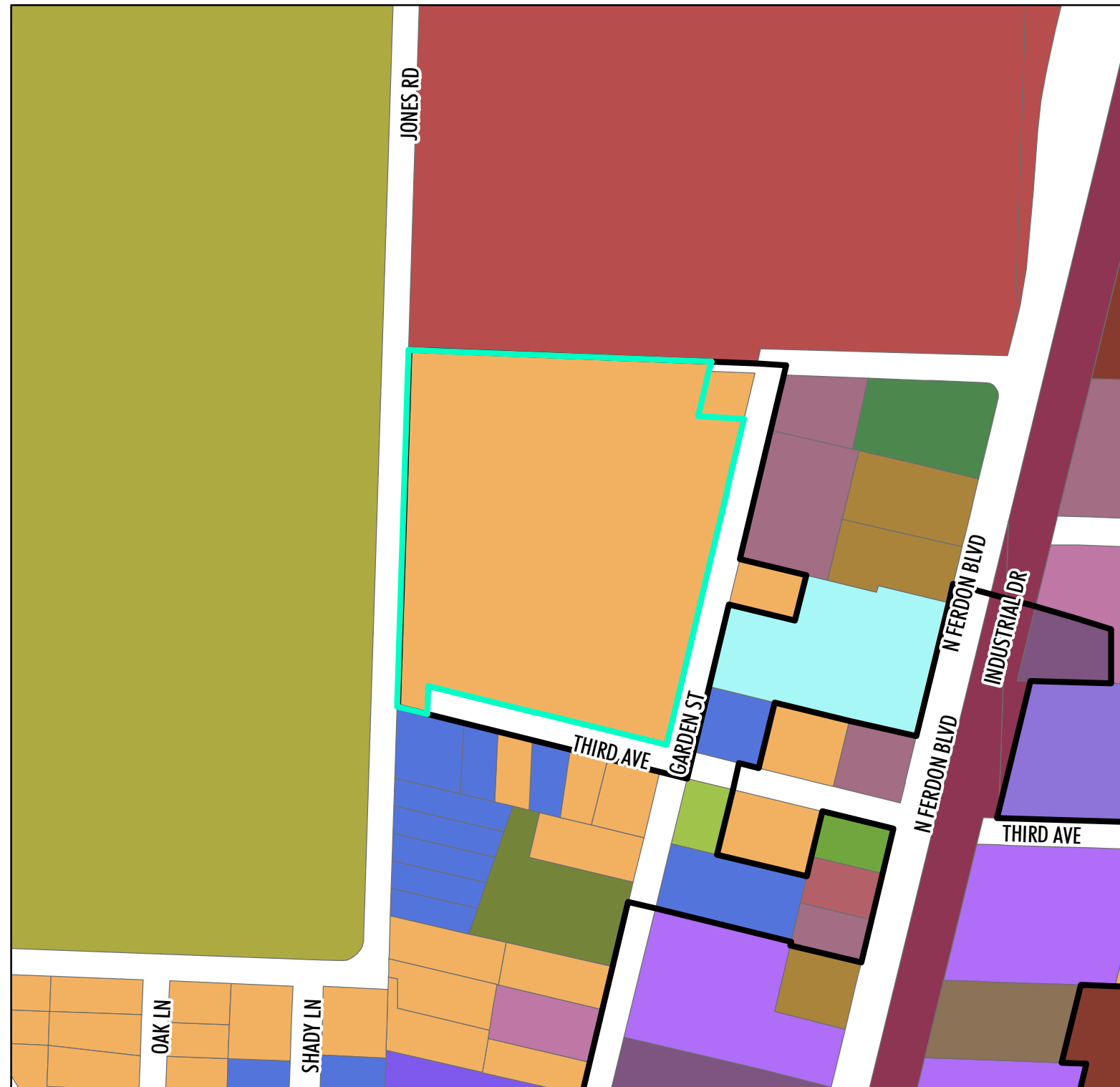
# Vicinity Map



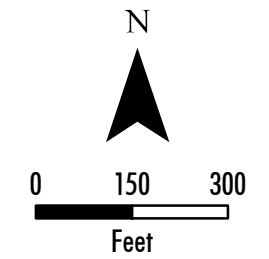
Not to Scale



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



# Existing Use



## Legend

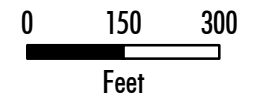
Subject Parcel

City Limits

## Existing

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Improved A
- Municipal
- No AG Acre
- Office
- Private School
- Public School
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

# Current Future Land Use



## Legend

Subject Parcel

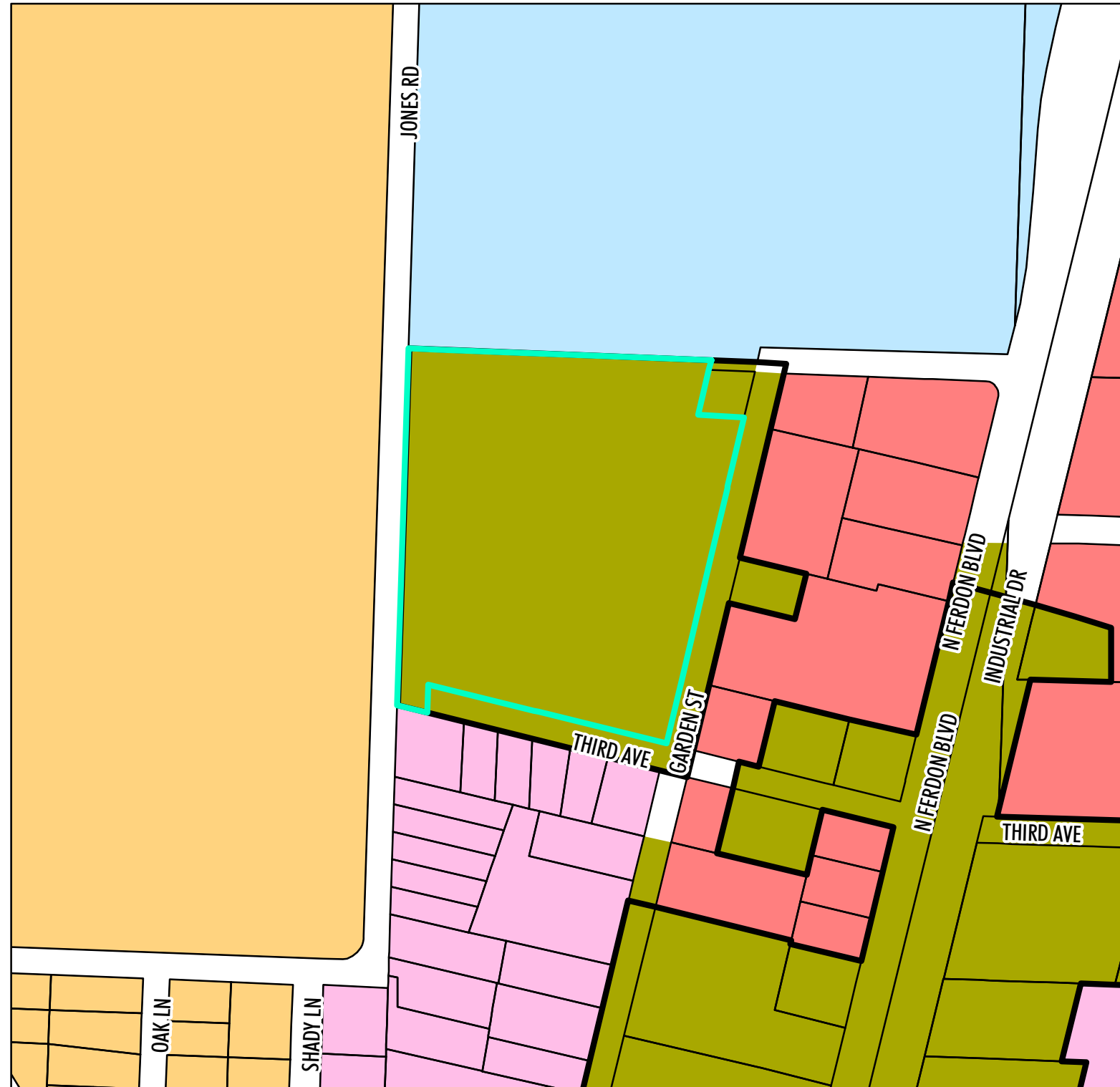
City Limits

### City Future Land Use

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

### County Future Land Use

- Mixed Use (MU)



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

# Current Zoning



0 150 300  
Feet

## Legend

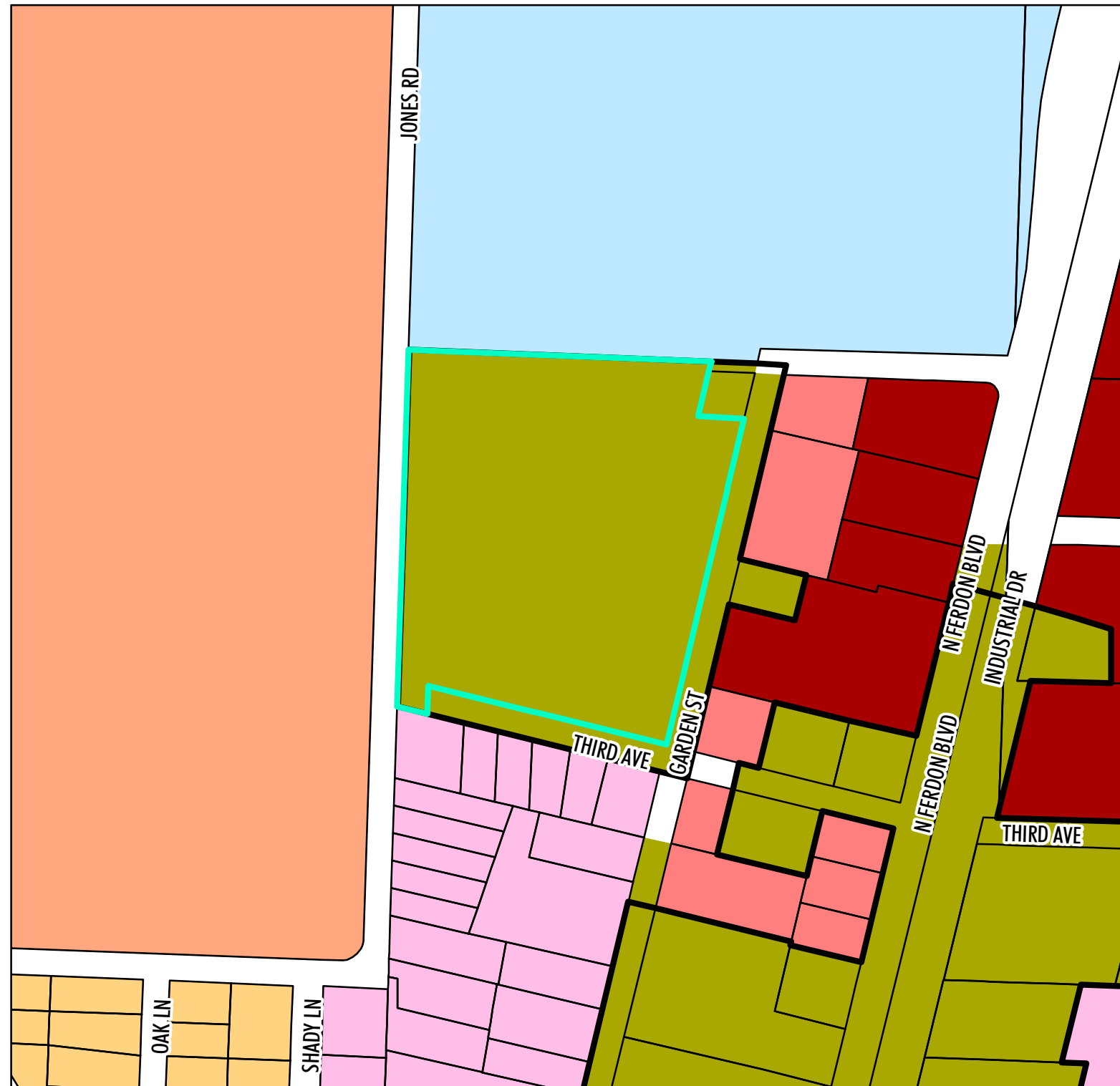
-  Subject Parcel
-  City Limits

## City Zoning

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

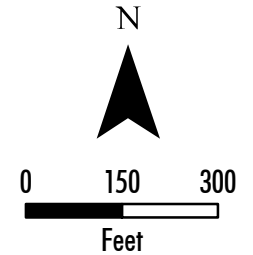
## County Zoning

-  Mixed Use (MU)



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

# Proposed Future Land Use



## Legend

Subject Parcel

City

### City Future Land

Commercial

Industrial

Mixed Use

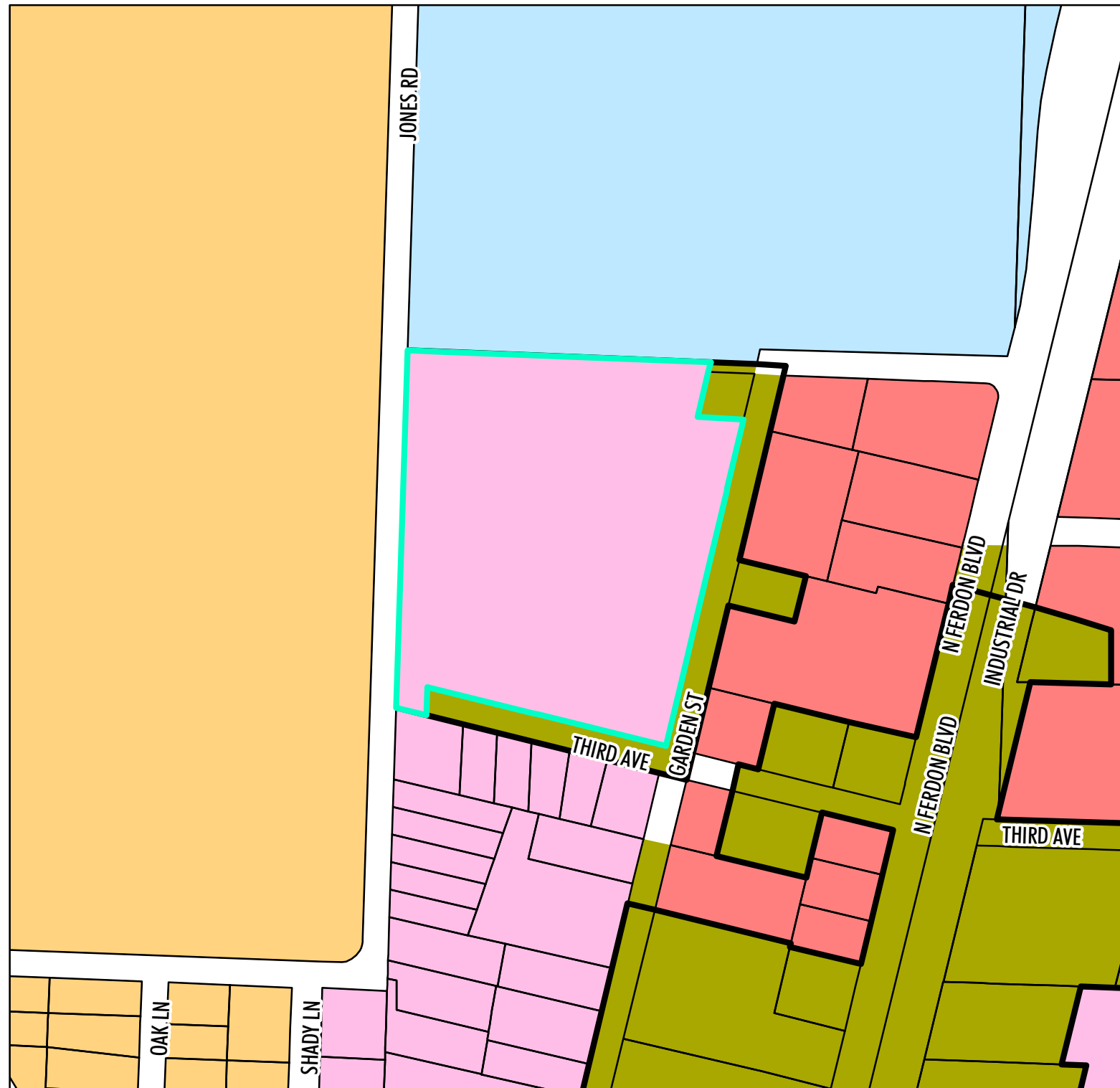
Conservation

Public Lands

Residential

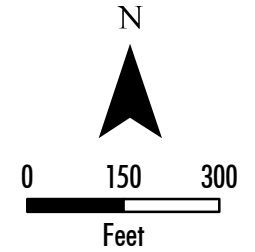
### County Future Land

Mixed 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

# Proposed Zoning



## Legend

Subject Parcel

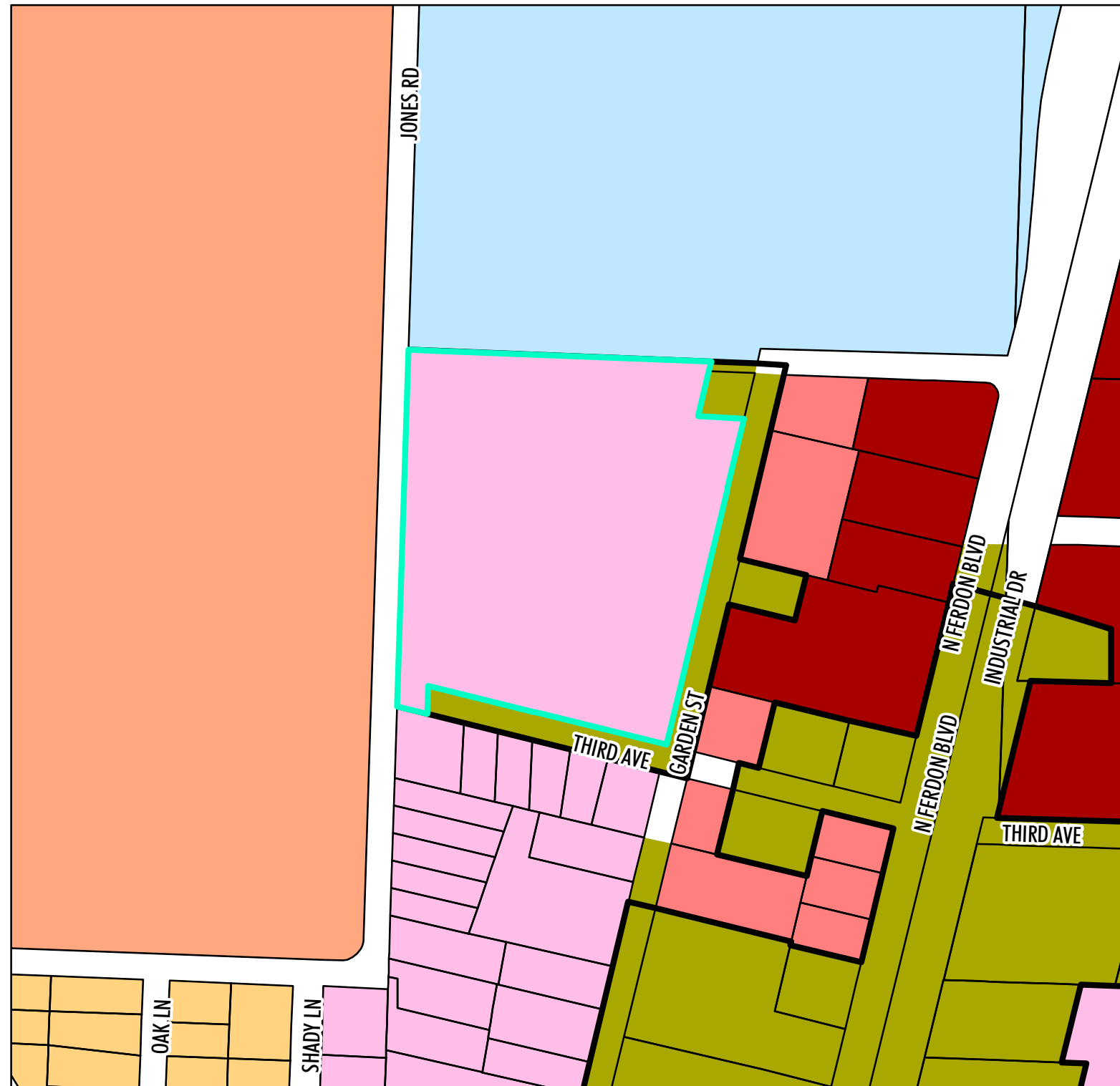
City Limits

### City Zoning

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

### County Zoning

- Mixed Use (MU)



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



# Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

---

TO: Planning and Development Board  
CC: City Manager and City Attorney  
FROM: Community Development Services  
DATE: 6/8/2023  
SUBJECT: Ord. 1934 - Third Avenue Rezoning

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**BACKGROUND:**

On May 10, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2203 Third Avenue.

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

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

The Planning and Development Board recommended approval of the request on June 5, 2023.

**DISCUSSION:**

The property description is as follows:

Property Owner: Smith Family Trust  
C/O Mary Joseph  
124 Miracle Strip Pkwy SW  
Unit 1500  
Ft Walton Beach, FL 32548  
Parcel ID: 04-3N-23-1840-0001-0010  
Site Size: 12.02 acres  
Current FLU: Okaloosa County Mixed Use  
Current Zoning: Okaloosa County Mixed Use  
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

| Direction | FLU                                       | Zoning                                                                                                                 | Existing Use                        |
|-----------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| North     | Public Lands                              | Public Lands                                                                                                           | Public School                       |
| East      | Commercial & Okaloosa County<br>Mixed Use | Commercial Low-Intensity District<br>(C-1), Commercial High-Intensity<br>District (C-2) & Okaloosa County<br>Mixed Use | Vacant, Commercial &<br>Residential |
| South     | Mixed Use                                 | Mixed Use                                                                                                              | Vacant & Residential                |

|      |             |                                                            |        |
|------|-------------|------------------------------------------------------------|--------|
| West | Residential | Single and Multi-Family Density<br>Dwelling District (R-3) | 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 can be developed for residential and/or low-intensity commercial use.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 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 move Ordinance 1934 to second reading for adoption.

### **Attachments**

1. Exhibit Packet



## **ORDINANCE: 1934**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 12.02 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY 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 12.02 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 12.02 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Mixed Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1933, is hereby rezoned to Mixed Use (MU) to wit:

**PIN # 04-3N-23-1840-0001-0010**

Lot One (1) to Ten (10) inclusive of Block One (1) Oakdale Miniature Farms Subdivision according to plat on file in the Office of Clerk of Circuit Court, Okaloosa County, Florida, LESS, begin at the Northeast corner of Lot Six (6) of Block One (1) of Oakdale Miniature Farms, Crestview, Florida, thence run in a Westerly direction along the North boundary of said Lot 6, One Hundred Feet; thence parallel with Garden Street run in a Southerly direction One Hundred Feet; thence parallel with the North boundary of said Lot 6 run in an Easterly direction One Hundred feet to Garden Street; thence on the West boundary of Garden Street in a Northerly direction run One Hundred feet to Point of Beginning. Being in said Lot Six (6) as per plat on file with the Clerk of Circuit Court of Okaloosa County, Florida.

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

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

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

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

**SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS.** All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 8 – EFFECTIVE DATE.** The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1933 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

---

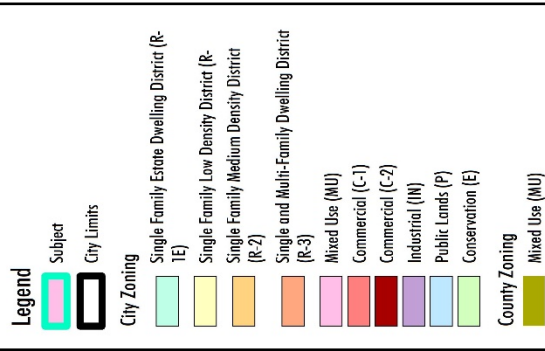
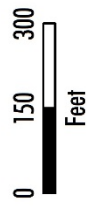
Maryanne Schrader  
City Clerk

Approved by me this 26th day of June, 2023.

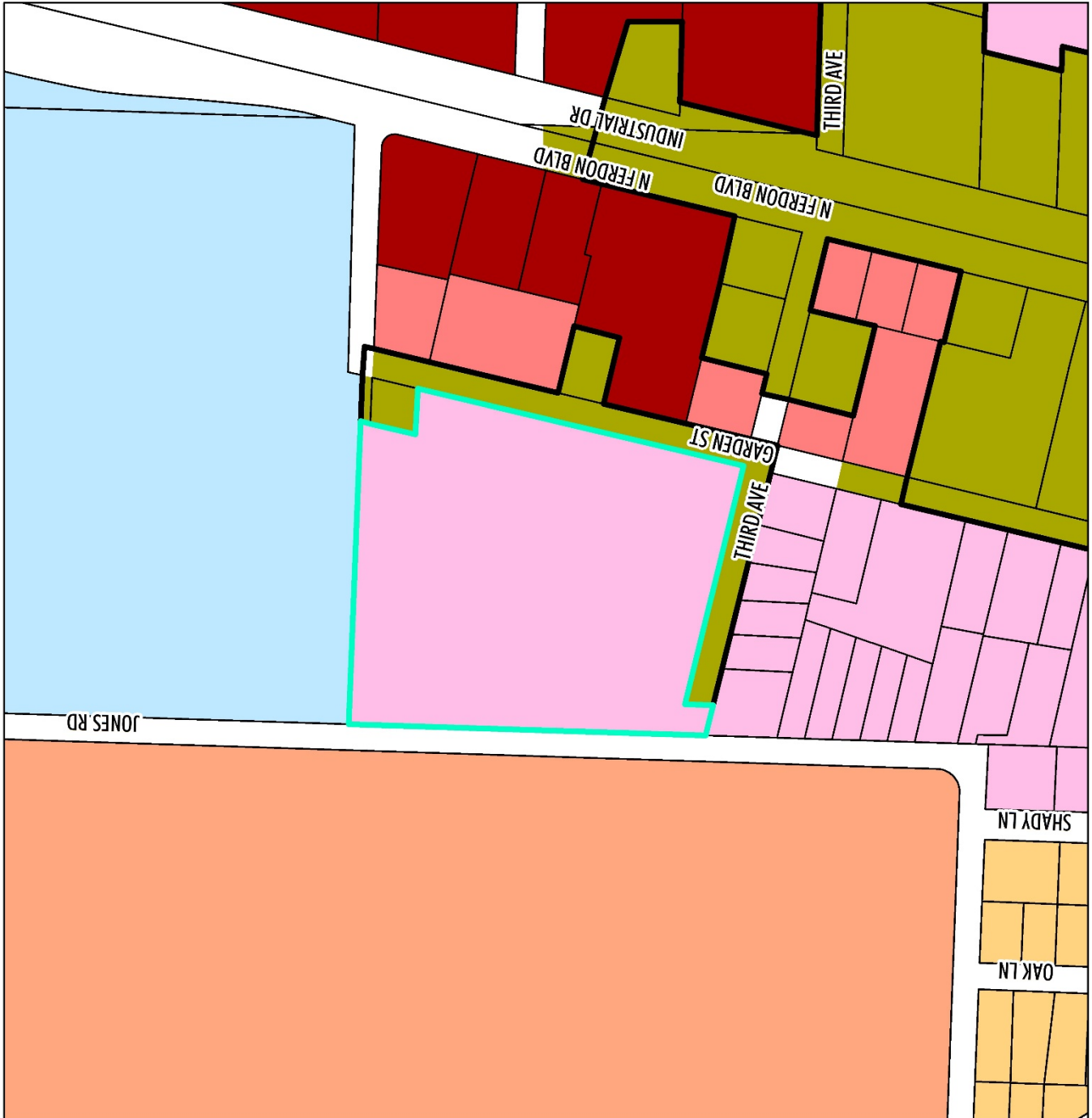
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J. B. Whitten  
Mayor

# Adopted Zoning



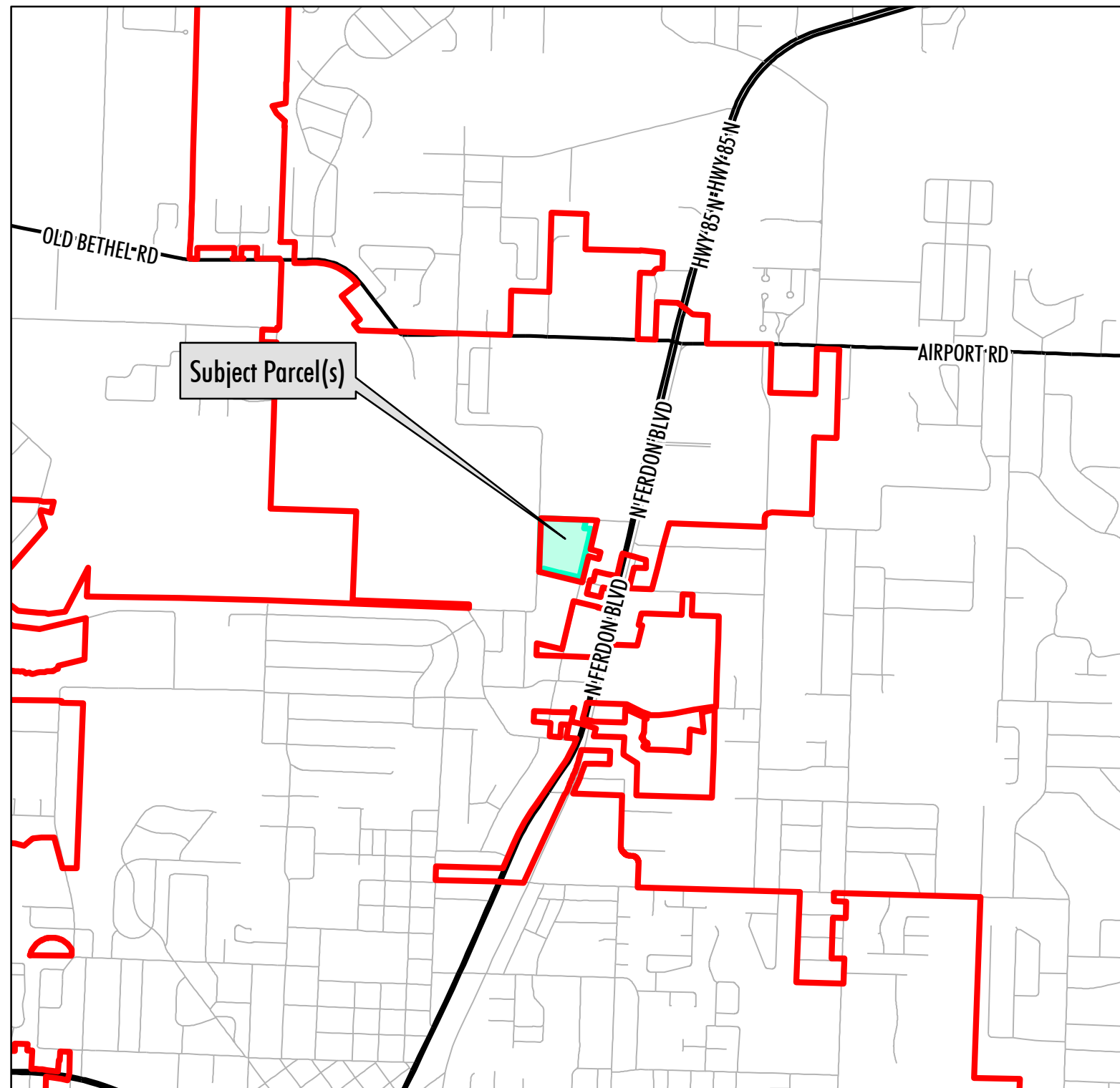
PREPARED BY CITY OF CRESTVIEW  
 COMMUNITY DEVELOPMENT SERVICES  
 PARCEL INFORMATION PROVIDED BY  
 OKALOOSA COUNTY GIS DEPARTMENT  
 NAD 1983 STATE PLANE, NORTH ZONE  
 U.S. SURVEY FEET



# Vicinity Map



Not to Scale



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

# Existing Use

N



0 150 300  
Feet

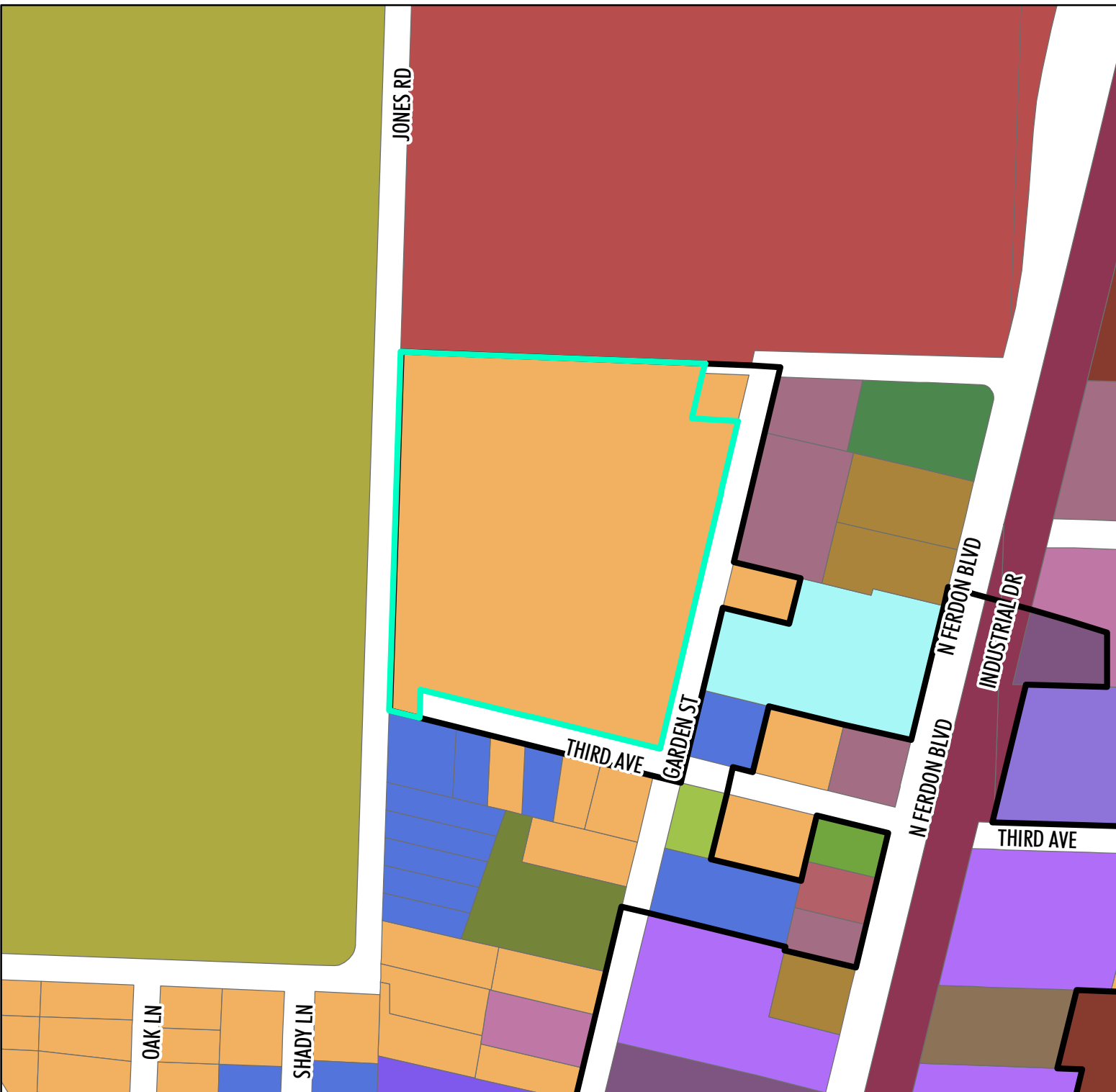
## Legend

Subject Parcel

City Limits

## Existing

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Improved A
- Municipal
- No AG Acre
- Office
- Private School
- Public School
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse



# Current Future Land Use



0 150 300  
Feet

## Legend

 Subject Parcel

 City Limits

### City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

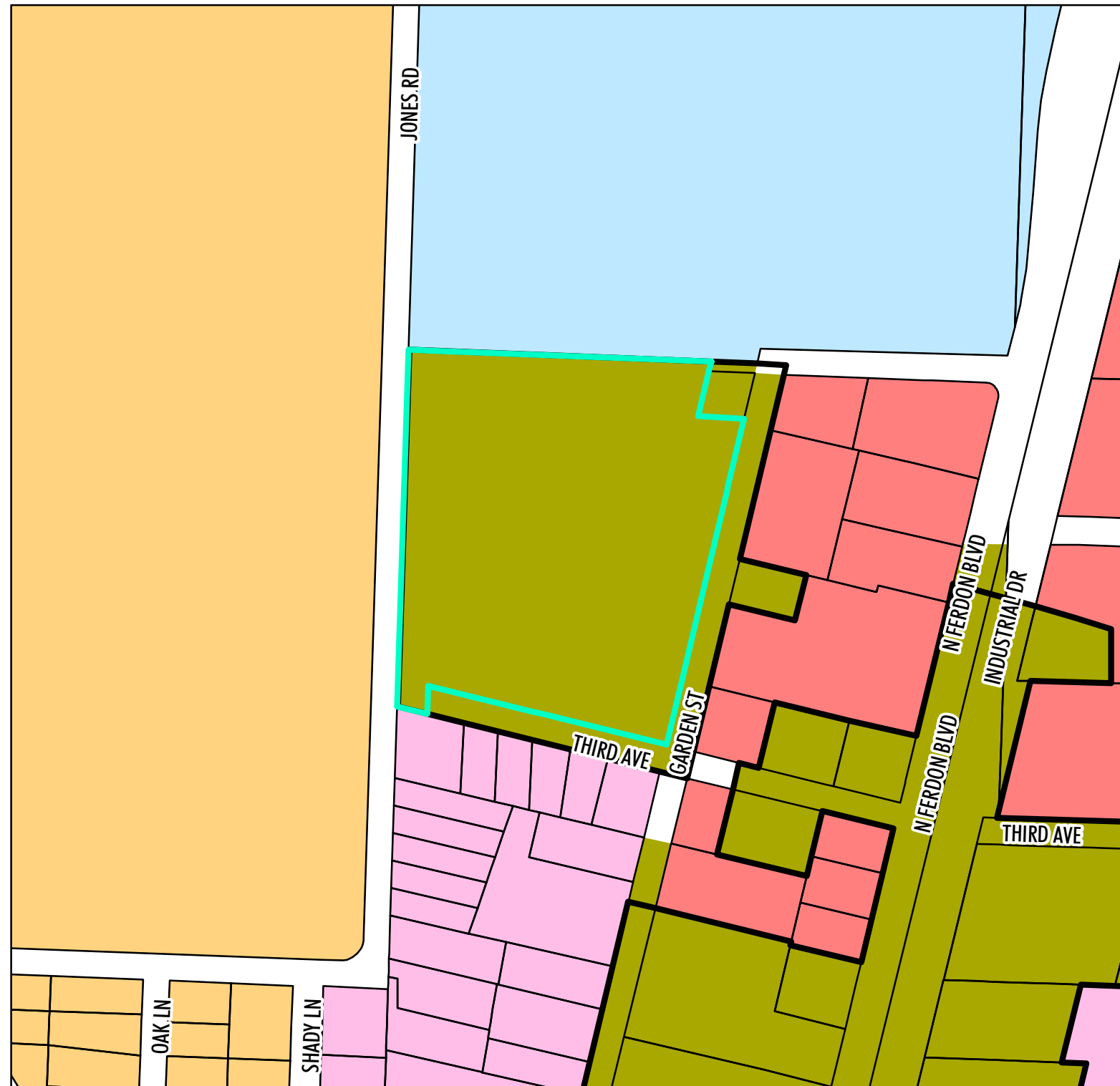
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

### County Future Land Use

 Mixed Use (MU)



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

# Current Zoning



0 150 300  
Feet

## Legend

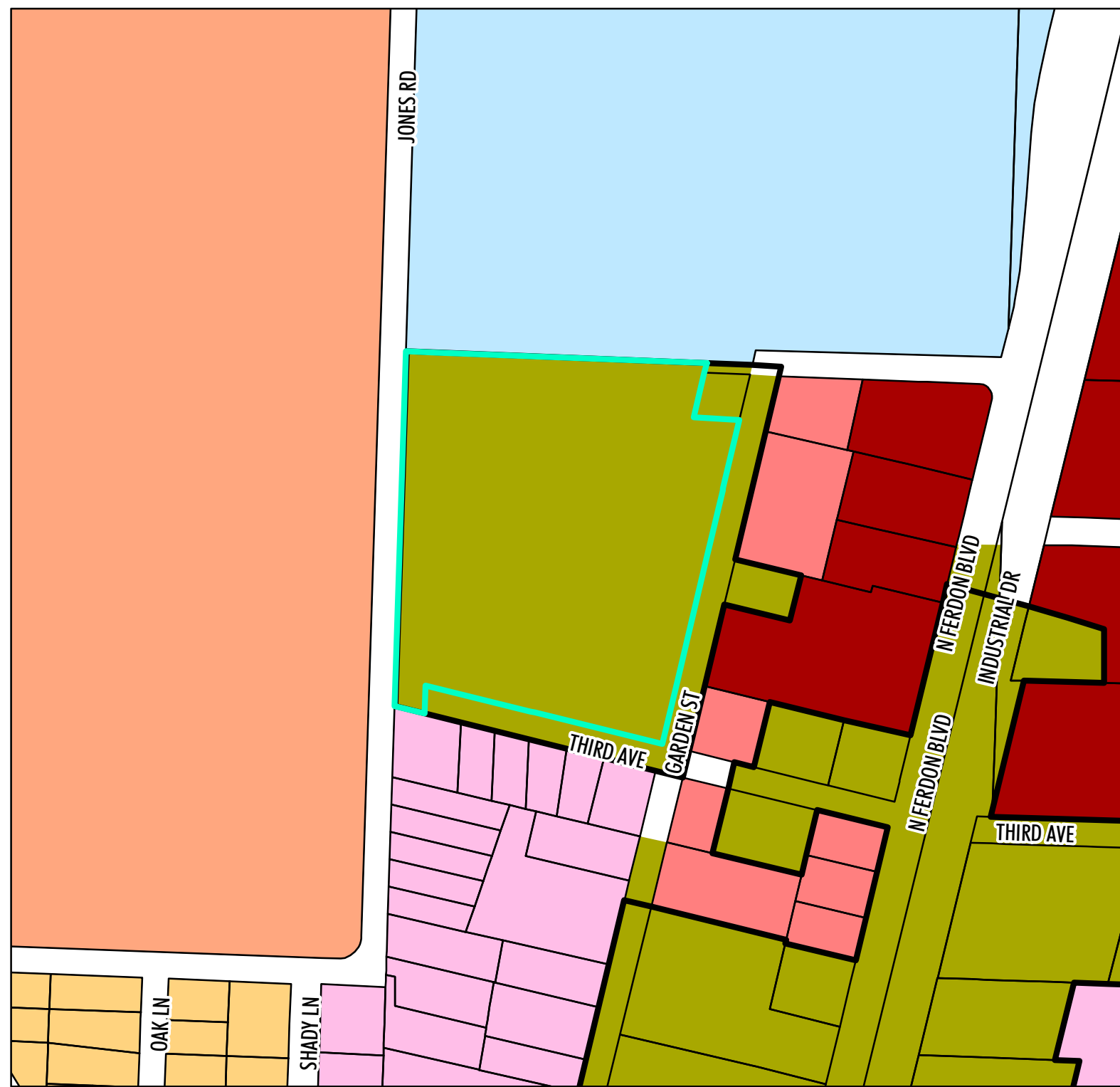
- Subject Parcel
- City Limits

## City Zoning

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

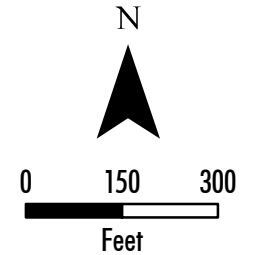
## County Zoning

- Mixed Use (MU)



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

# Proposed Future Land Use



## Legend

Subject Parcel

City

### City Future Land

Commercial

Industrial

Mixed Use

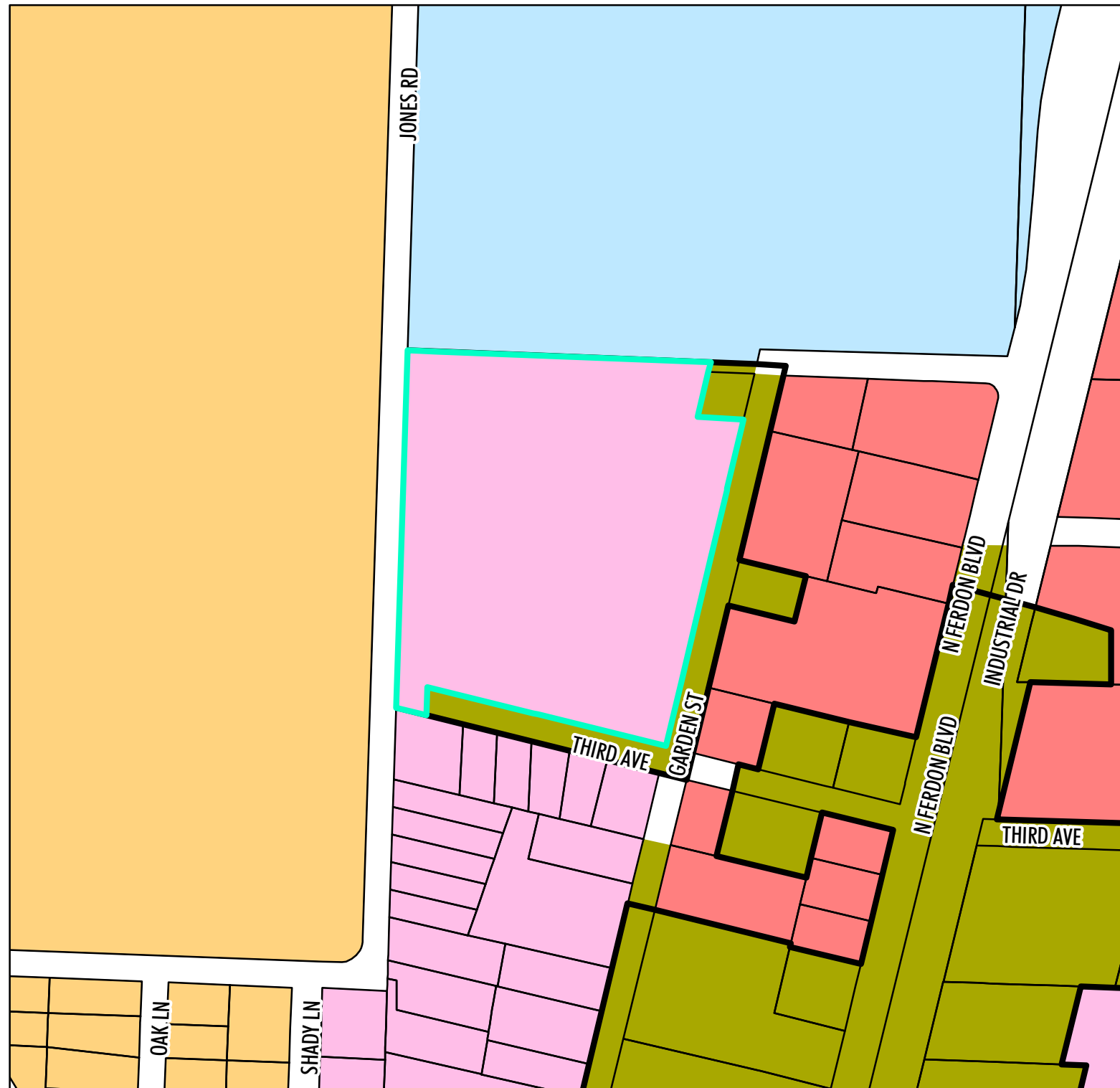
Conservation

Public Lands

Residential

### County Future Land

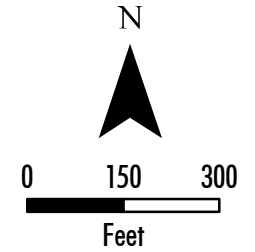
Mixed Use



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



# Proposed Zoning



## Legend

Subject Parcel

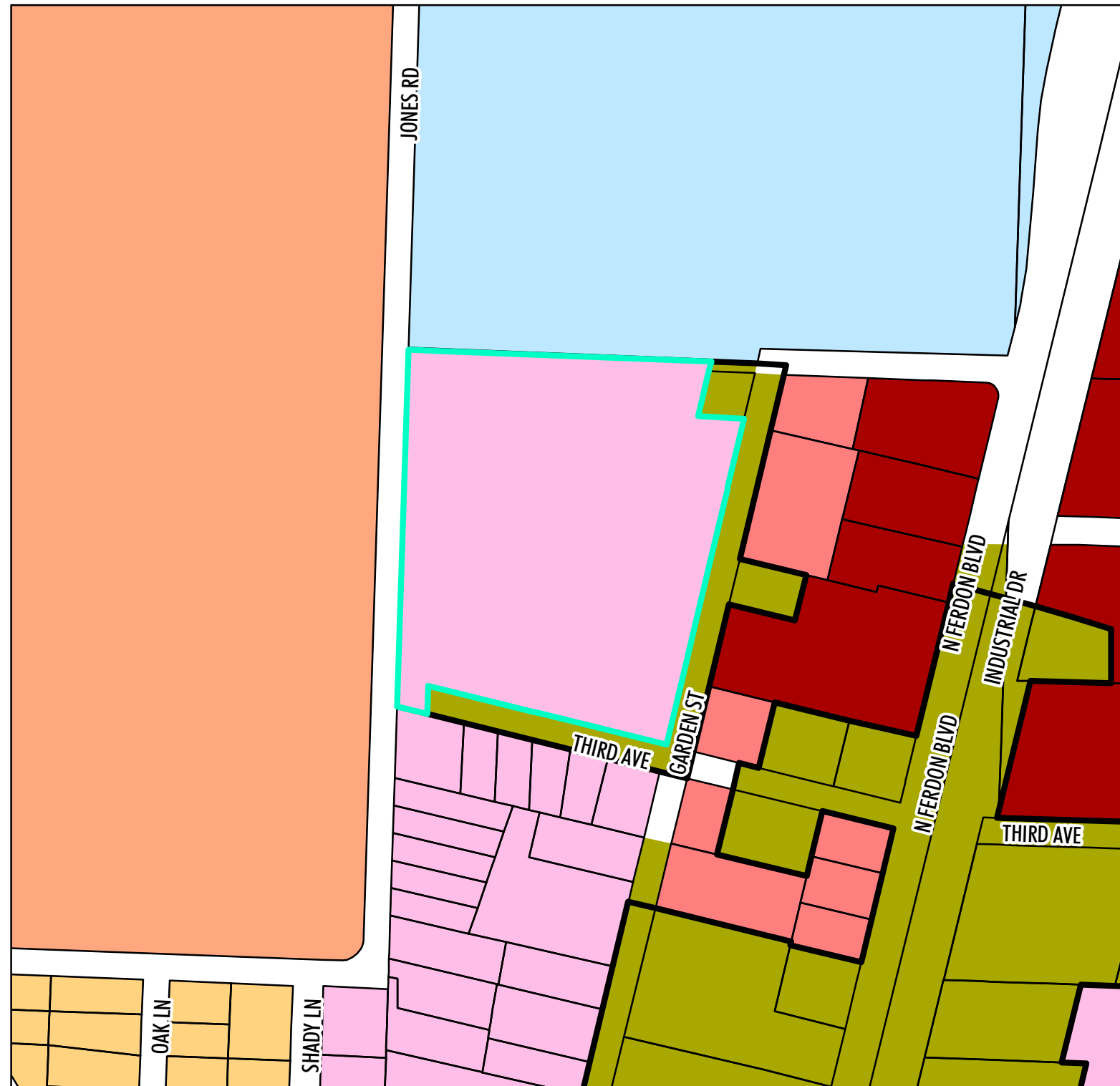
City Limits

### City Zoning

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

### County Zoning

- Mixed Use (MU)



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



# Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

---

TO: Planning and Development Board  
CC: City Manager and City Attorney  
FROM: Community Development Services  
DATE: 6/8/2023  
SUBJECT: Ord. 1935 - Brookmeade Avenue Annexation

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**BACKGROUND:**

On April 13, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located Brookmeade Drive.

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

The Planning and Development Board recommended approval of the request on June 5, 2023.

**DISCUSSION:**

The property description is as follows:

Property Owner: Magnolia Creeks LLC  
107 N Partin Dr  
Niceville, FL 32578  
Parcel ID: 28-3N-23-0000-0013-001A  
Site Size: 2.36 acres  
Current FLU: Okaloosa County Mixed Use  
Current Zoning: Okaloosa County Mixed Use  
Current Land Use: Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

| Direction | FLU                       | Zoning                                  | Existing Use |
|-----------|---------------------------|-----------------------------------------|--------------|
| North     | Okaloosa County Mixed Use | Okaloosa County Mixed Use               | Residential  |
| East      | Okaloosa County Mixed Use | Okaloosa County Mixed Use               | Residential  |
| South     | Mixed Use (MU)            | Mixed Use (MU)                          | Vacant       |
| West      | Commercial (C)            | Commercial Low-Intensity District (C-1) | 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 can be developed for commercial use.

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 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 that the council move Ordinance 1935 to second reading for adoption.

### **Attachments**

1. Exhibit Packet

## **ORDINANCE: 1935**

**AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.36 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 28, 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 # 28-3N-23-0000-0013-001A (Deed recorded in Book 3676, page 1703, dated May 23, 2023)

Beginning at the Southwest corner of the Northwest Quarter of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed N-2°14'21" E 660.81 feet along section line, thence S-88°02'11" E 500 feet, thence S-10°14'37" W 86.62 feet, thence S-38°23'37" E 90.15 feet, thence S-8°24'35" W 92.52 feet, thence S-40°53'07" W 59.33 feet, thence S-56°17'10" W 105.89 feet, thence S-33°56'18" W 361.27 feet to South line of Northwest Quarter thence N-88°03'24" W 224.1 feet to POB.

LESS AND EXCEPT Portion contained in Official Records Book 1422, Page 655

**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 26th day of June, 2023.

ATTEST:

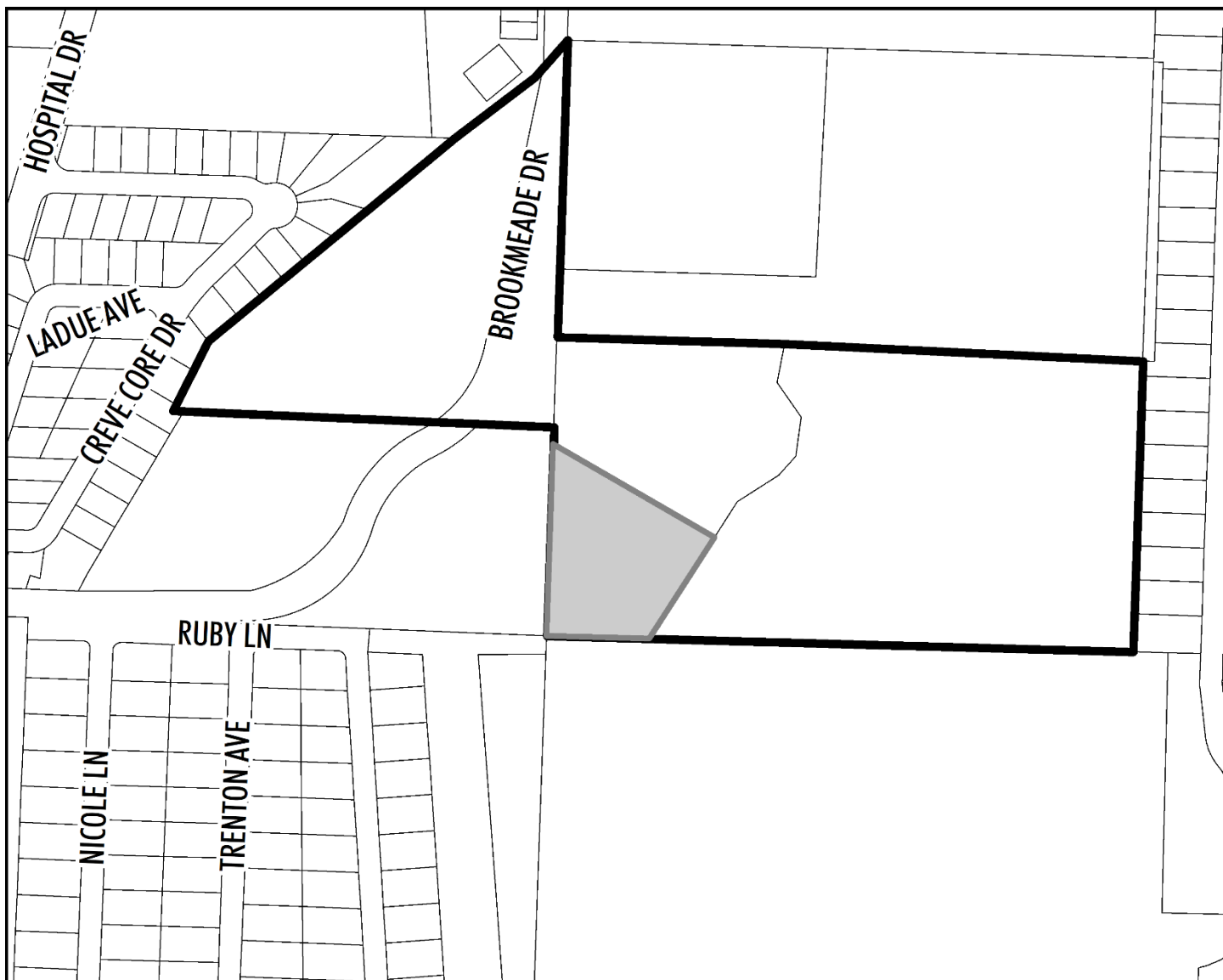
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Maryanne Schrader  
City Clerk

Approved by me this 26th day of June, 2023.

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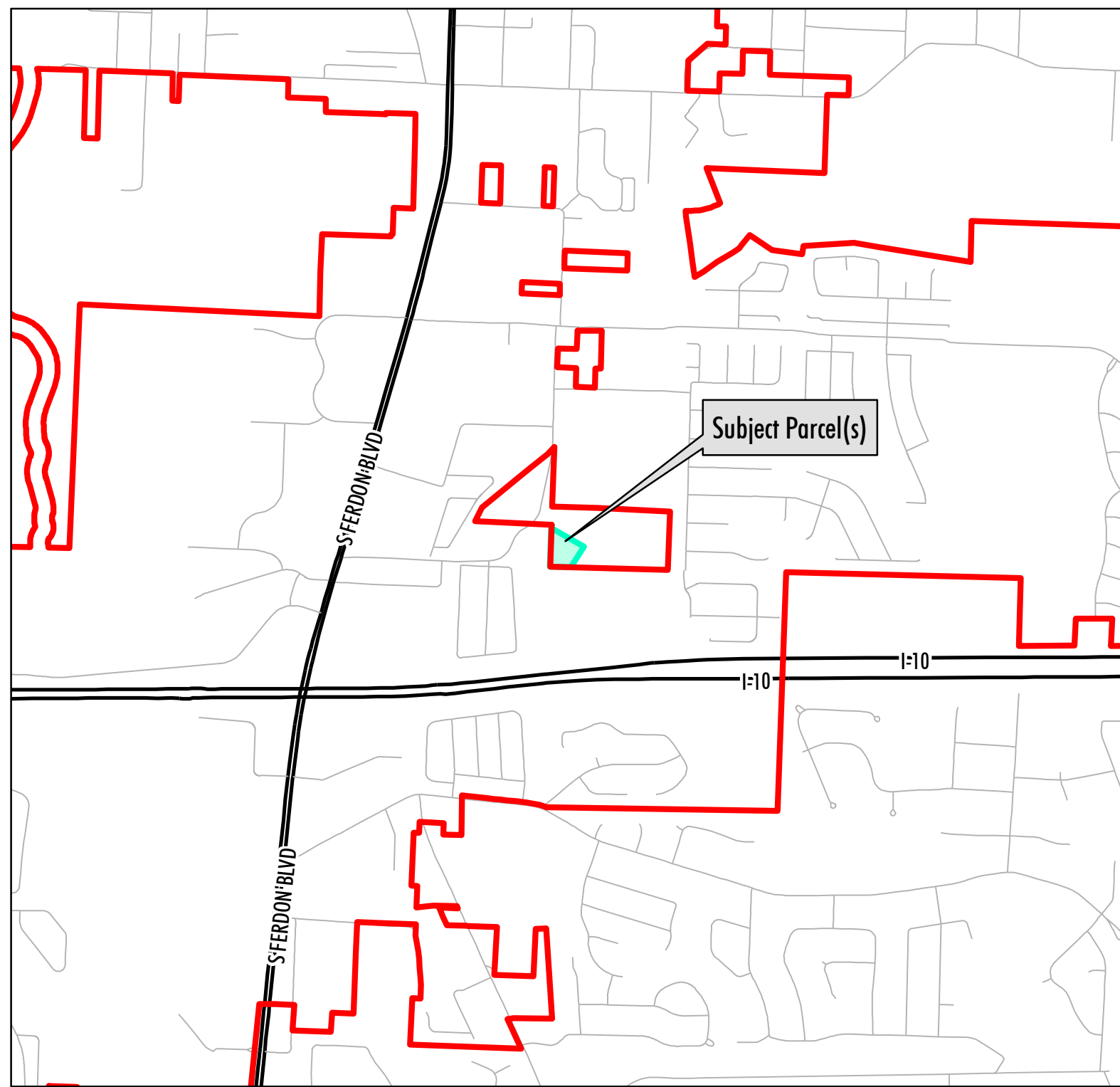
J. B. Whitten  
Mayor



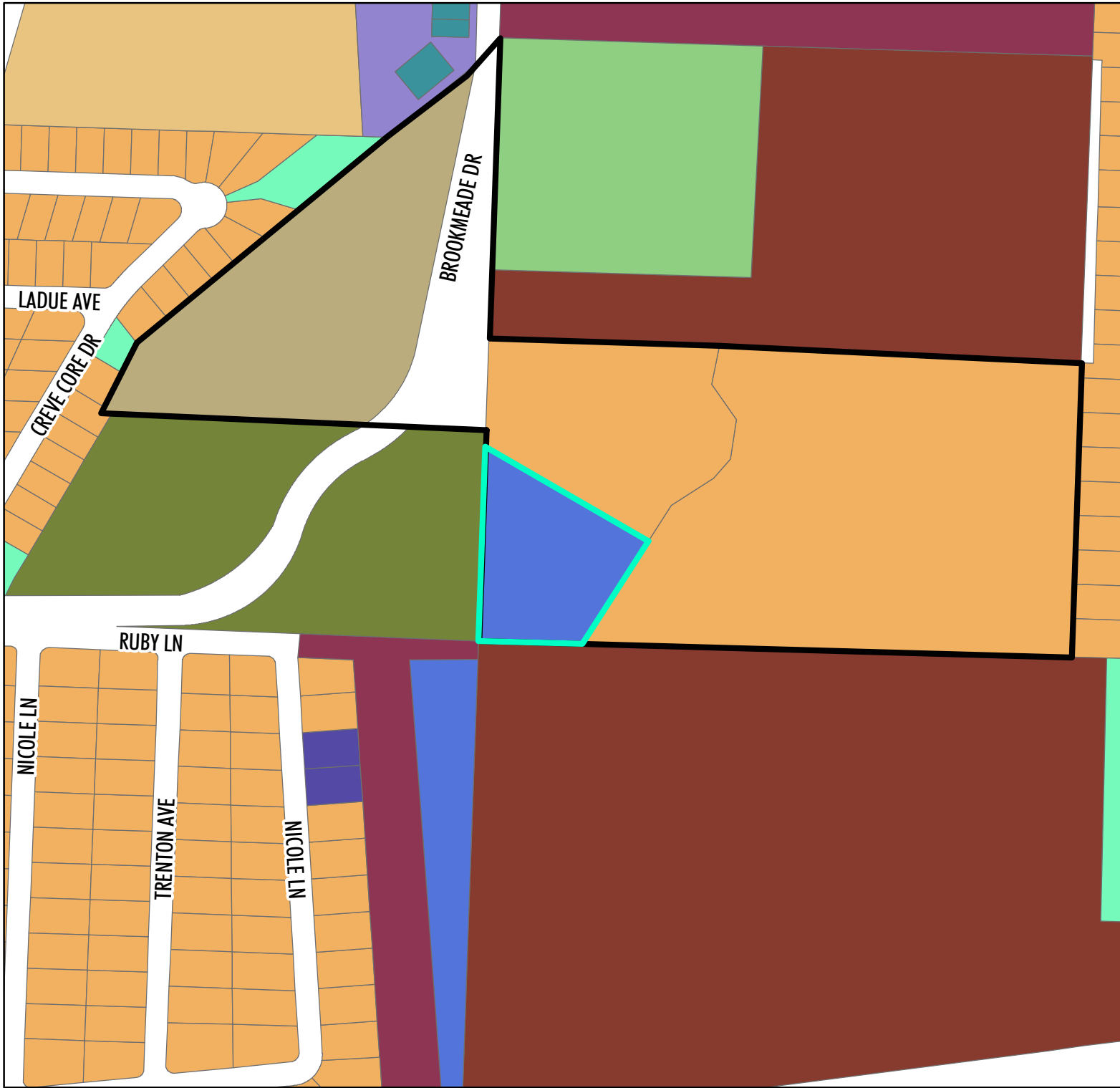
# Vicinity Map



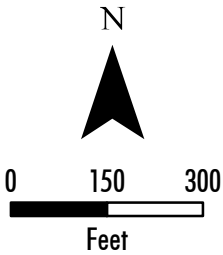
Not to Scale



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



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use**
- Churches
- Commercial
- Header Rec
- Homes for
- Multi-Family
- Municipal
- No AG Acre
- Res Common
- Single Family
- State
- Vacant
- Wasteland

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



# Current Future Land Use

N



0 150 300  
Feet

## Legend

 Subject Parcel

 City Limits

## City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

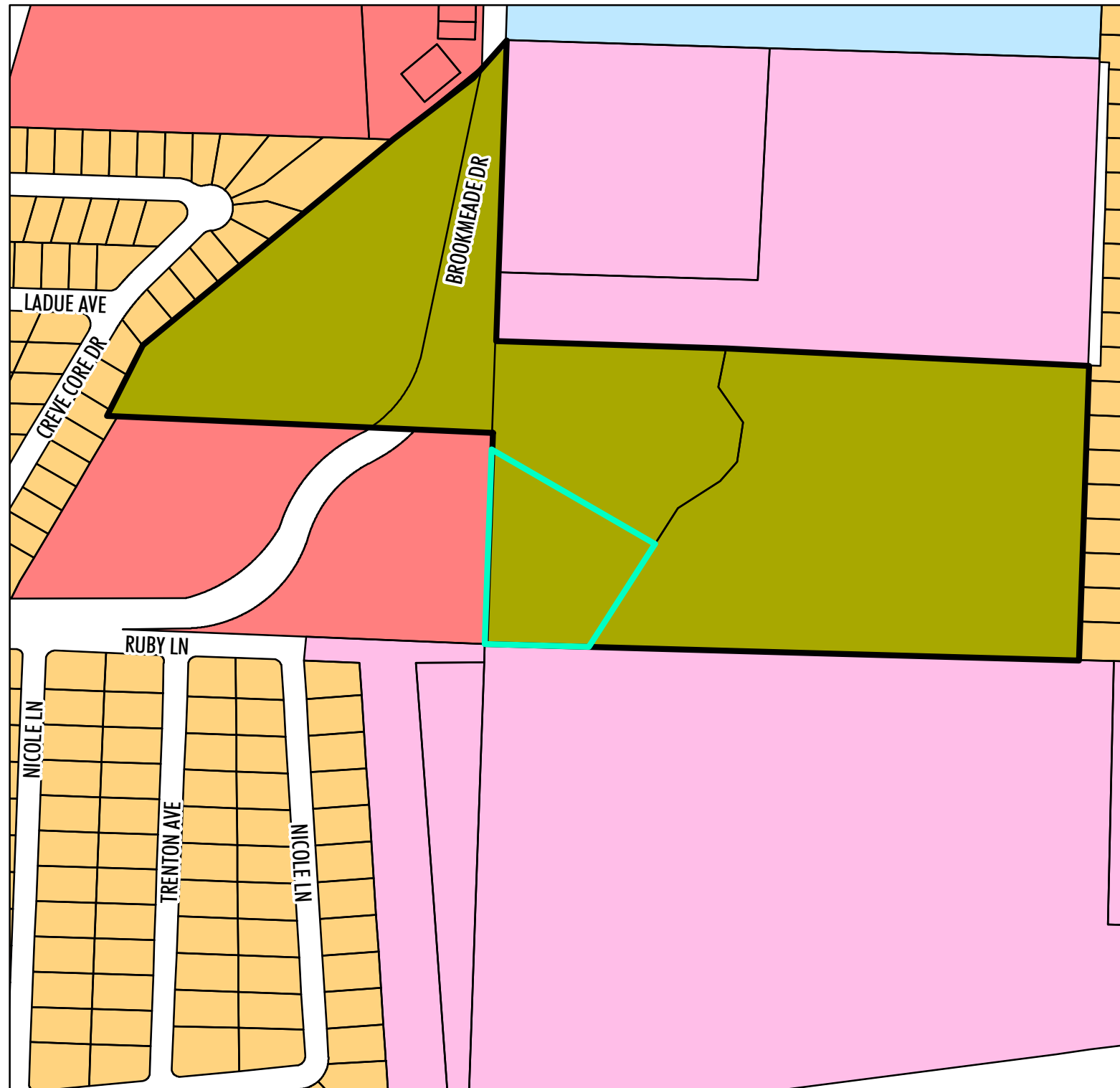
 Conservation (CON)

 Public Lands (PL)

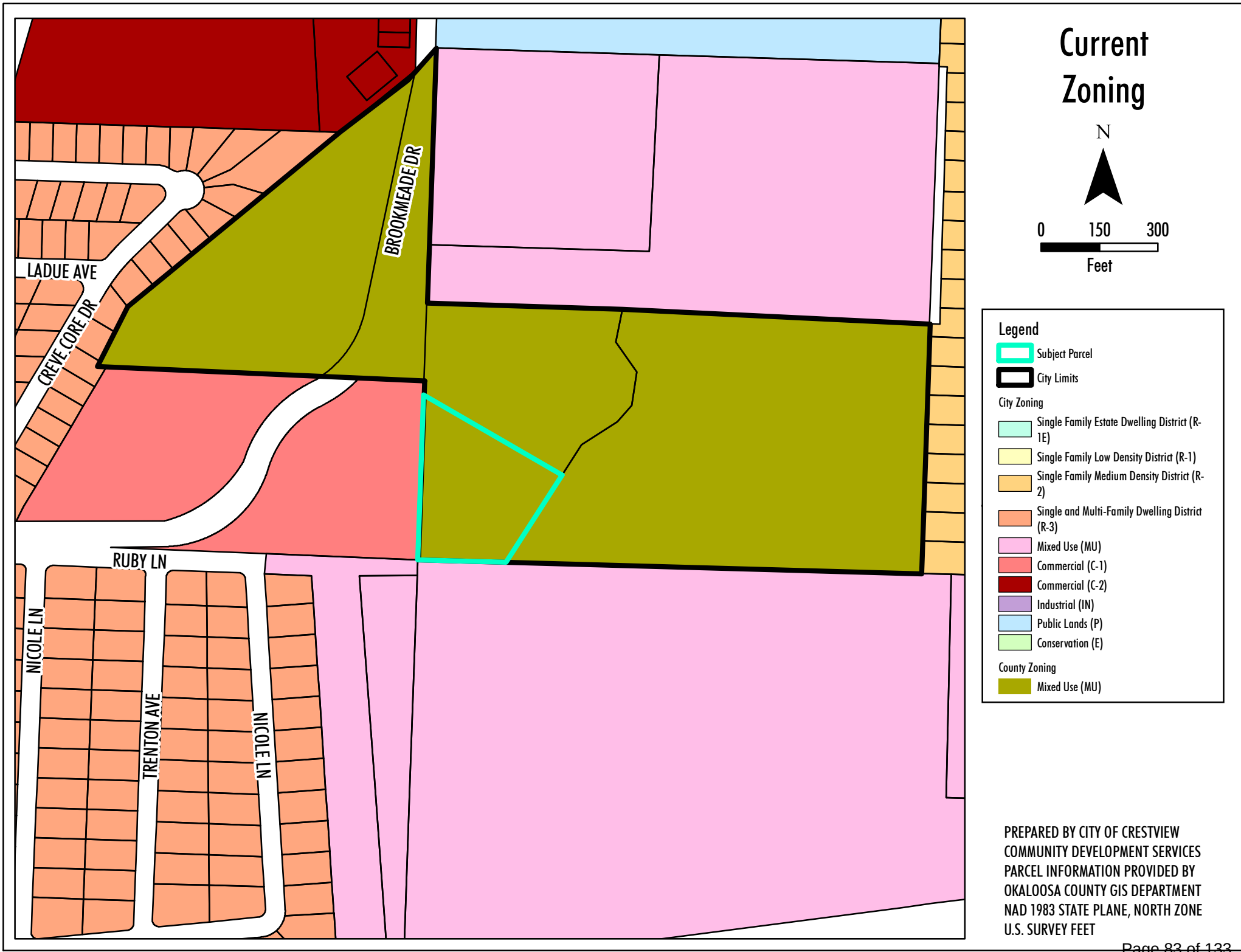
 Residential (R)

## County Future Land Use

 Mixed Use (MU)



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



# Proposed Future Land Use



0 150 300  
Feet

## Legend

 Subject Parcel

 City

### City Future Land Use

 Commercial (C)

 Industrial

 Mixed Use

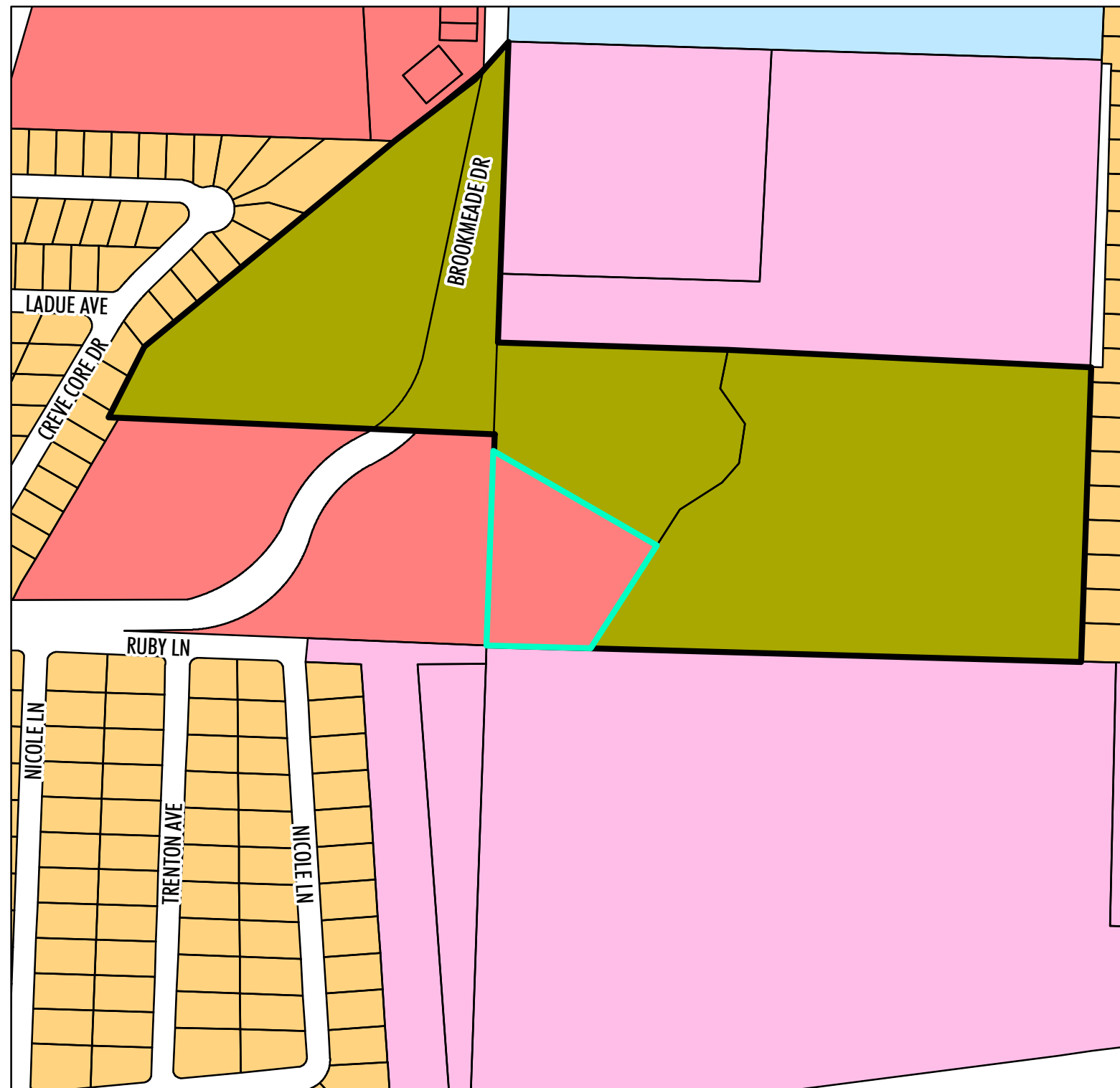
 Conservation (CON)

 Public Lands (PL)

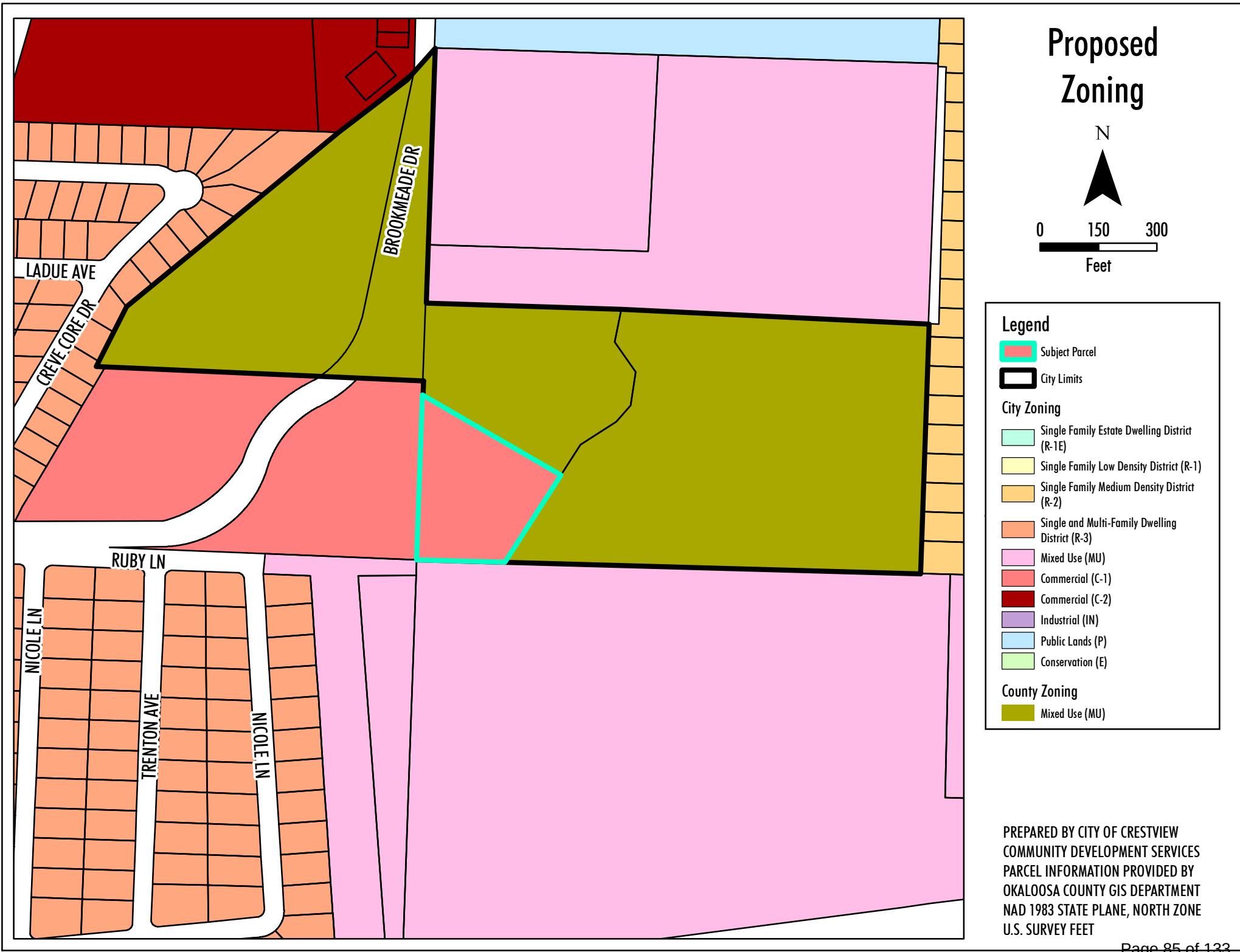
 Residential (R)

### County Future Land Use

 Mixed 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





# Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

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TO: Planning and Development Board  
CC: City Manager and City Attorney  
FROM: Community Development Services  
DATE: 6/8/2023  
SUBJECT: Ord. 1936 - Brookmeade Avenue Comprehensive Plan Amendment

---

**BACKGROUND:**

On April 13, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located Brookmeade Drive.

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

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

The Planning and Development Board recommended approval of the request on June 5, 2023.

**DISCUSSION:**

The property description is as follows:

Property Owner: Magnolia Creeks LLC  
107 N Partin Dr  
Niceville, FL 32578  
Parcel ID: 28-3N-23-0000-0013-001A  
Site Size: 2.36 acres  
Current FLU: Okaloosa County Mixed Use  
Current Zoning: Okaloosa County Mixed Use  
Current Land Use: Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

| Direction | FLU                       | Zoning                                  | Existing Use |
|-----------|---------------------------|-----------------------------------------|--------------|
| North     | Okaloosa County Mixed Use | Okaloosa County Mixed Use               | Residential  |
| East      | Okaloosa County Mixed Use | Okaloosa County Mixed Use               | Residential  |
| South     | Mixed Use (MU)            | Mixed Use (MU)                          | Vacant       |
| West      | Commercial (C)            | Commercial Low-Intensity District (C-1) | 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 can be developed for commercial use.

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

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

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 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 move Ordinance 1936 to second reading for adoption.

### **Attachments**

1. Exhibit Packet

## **ORDINANCE: 1936**

**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 2.36 ACRES, MORE OR LESS, IN SECTION 28, 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 2.36 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 2.36 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 2.36 acres, more or less, is known as Parcel 28-3N-23-0000-0013-001A and commonly described as:

Beginning at the Southwest corner of the Northwest Quarter of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed N-2°14'21" E 660.81 feet along section line, thence S-88°02'11" E 500 feet, thence S-10°14'37" W 86.62 feet, thence S-38°23'37" E 90.15 feet, thence S-8°24'35" W 92.52 feet, thence S-40°53'07" W 59.33 feet, thence S-56°17'10" W 105.89 feet, thence S-33°56'18" W 361.27 feet to South line of Northwest Quarter thence N-88°03'24" W 224.1 feet to POB.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 28-3N-23-0000-0013-001A. 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 28-3N-23-0000-0013-001A 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 26th day of June, 2023.

ATTEST:

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Maryanne Schrader  
City Clerk

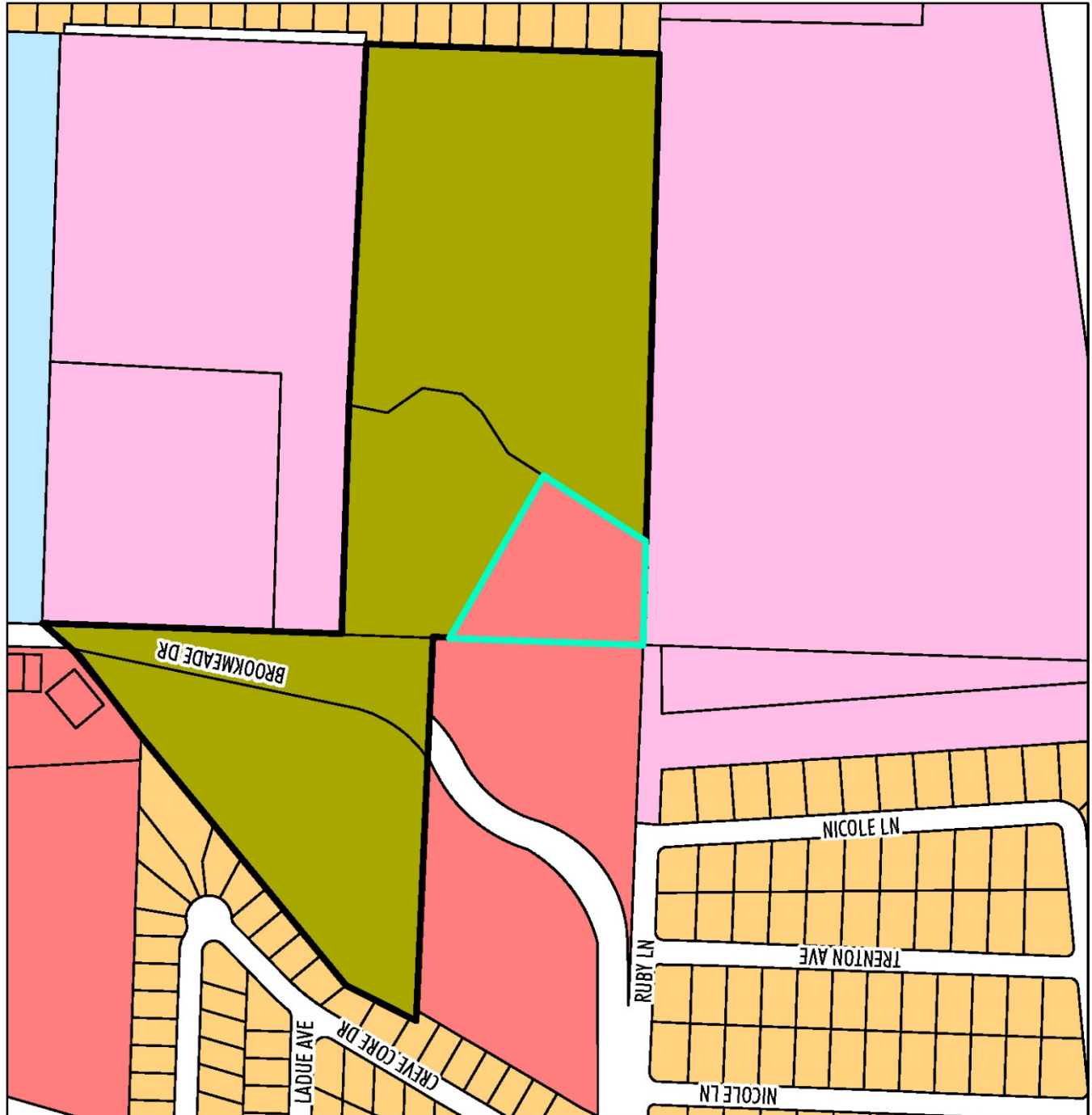
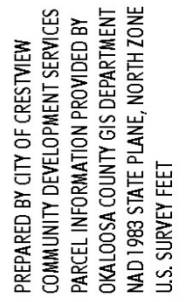
Approved by me this 26th day of June, 2023.

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J. B. Whitten  
Mayor



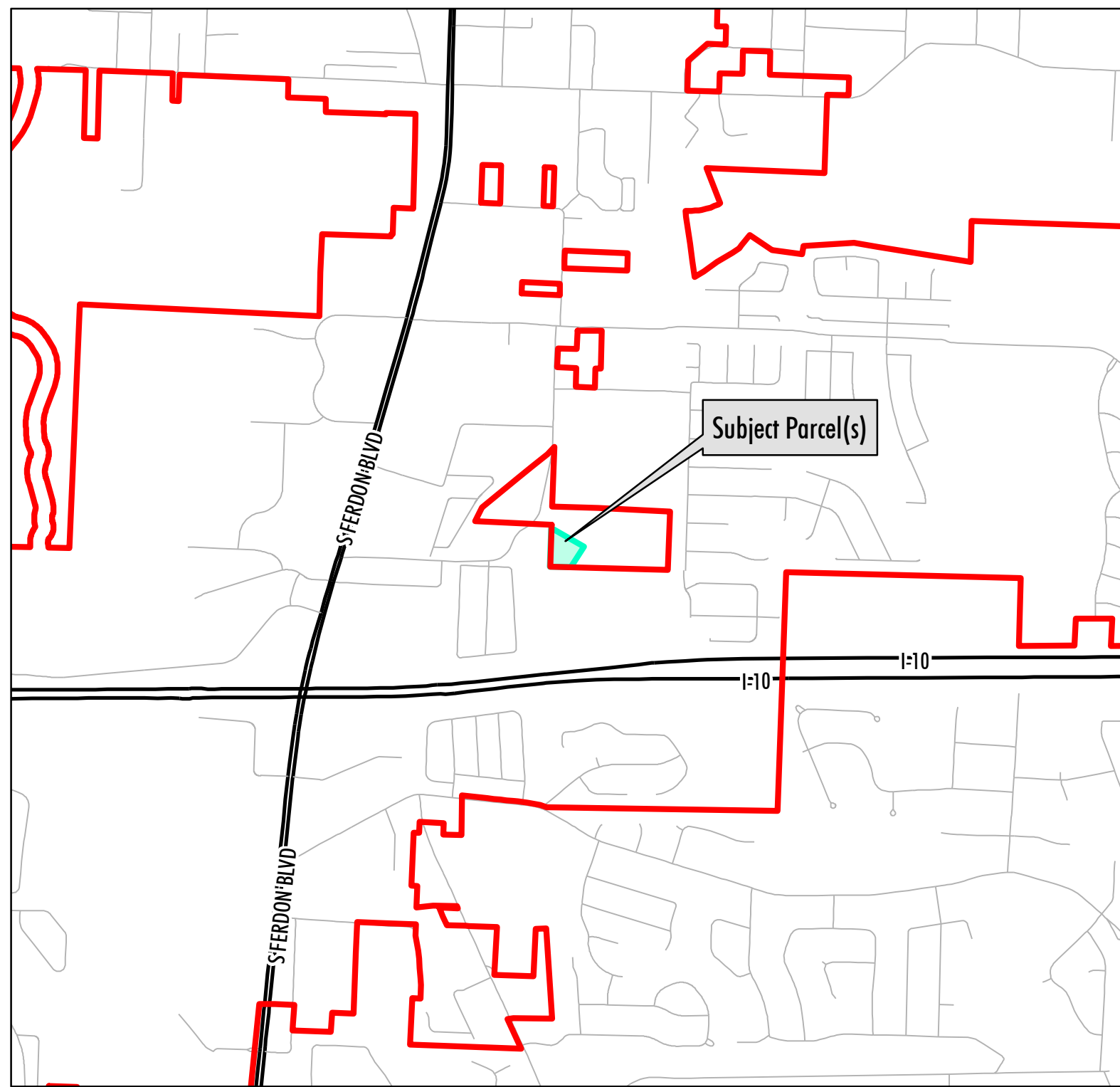
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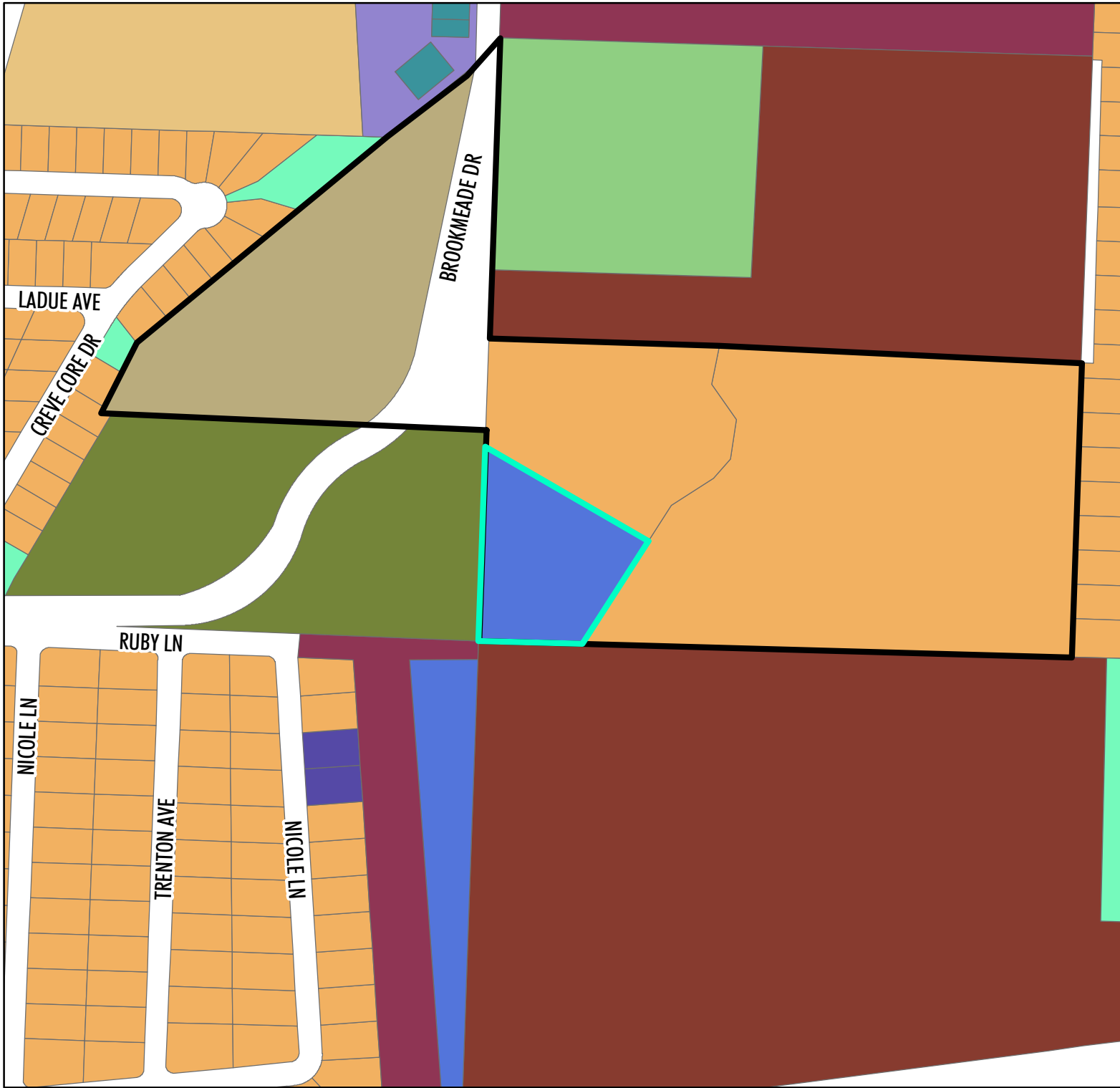
# Vicinity Map



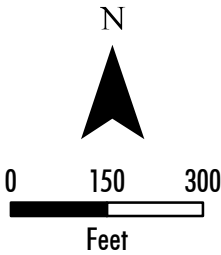
Not to Scale



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



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use**
- Churches
- Commercial
- Header Rec
- Homes for
- Multi-Family
- Municipal
- No AG Acre
- Res Common
- Single Family
- State
- Vacant
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PREPARED BY CITY OF CRESTVIEW  
COMMUNITY DEVELOPMENT SERVICES  
PARCEL INFORMATION PROVIDED BY  
OKALOOSA COUNTY GIS DEPARTMENT  
NAD 1983 STATE PLANE, NORTH ZONE  
U.S. SURVEY FEET

# Current Future Land Use

N



0 150 300  
Feet

## Legend

Subject Parcel

City Limits

### City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

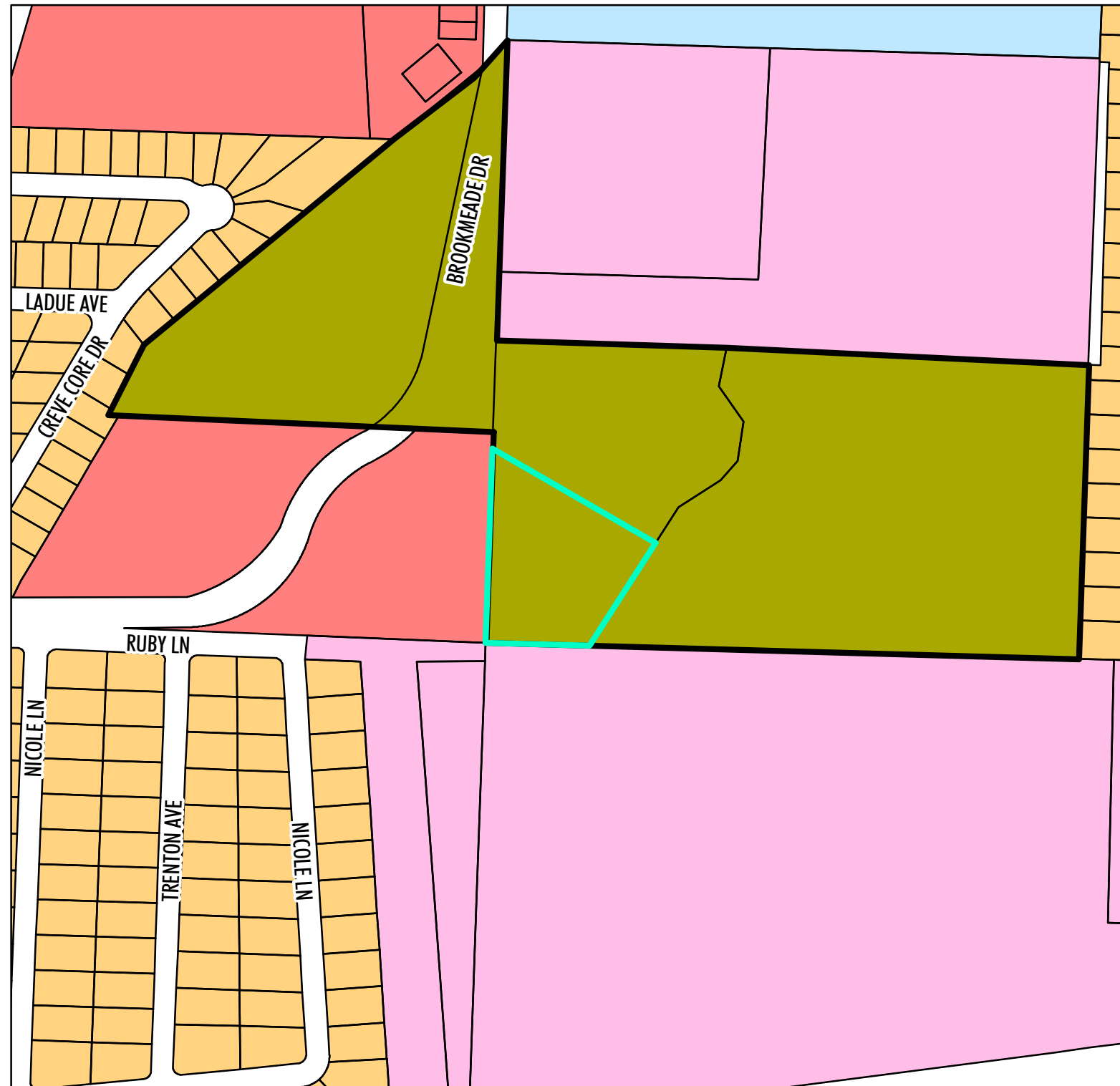
Conservation (CON)

Public Lands (PL)

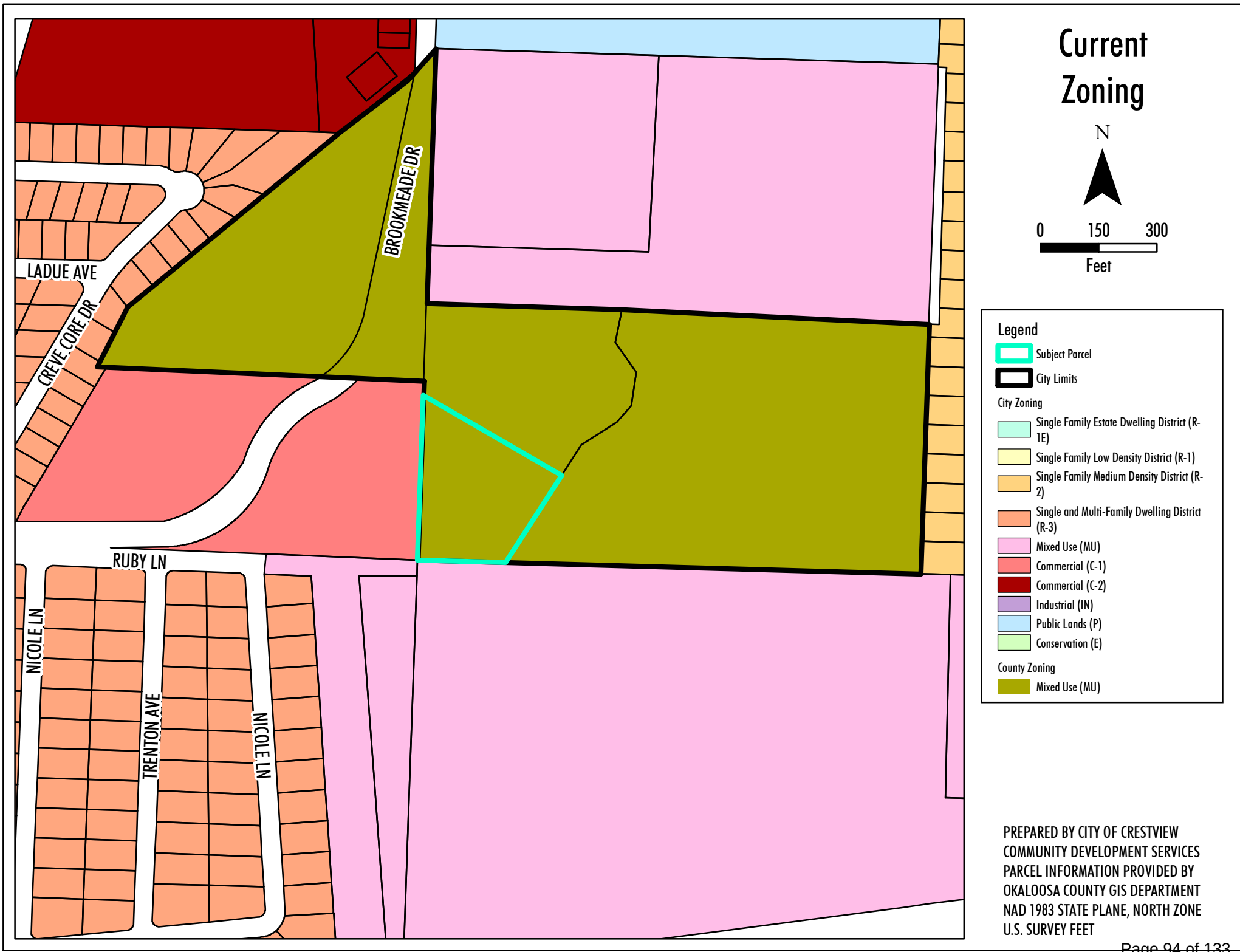
Residential (R)

### County Future Land Use

Mixed Use (MU)



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



# Proposed Future Land Use



0 150 300  
Feet

## Legend

 Subject Parcel

 City

### City Future Land Use

 Commercial (C)

 Industrial

 Mixed Use

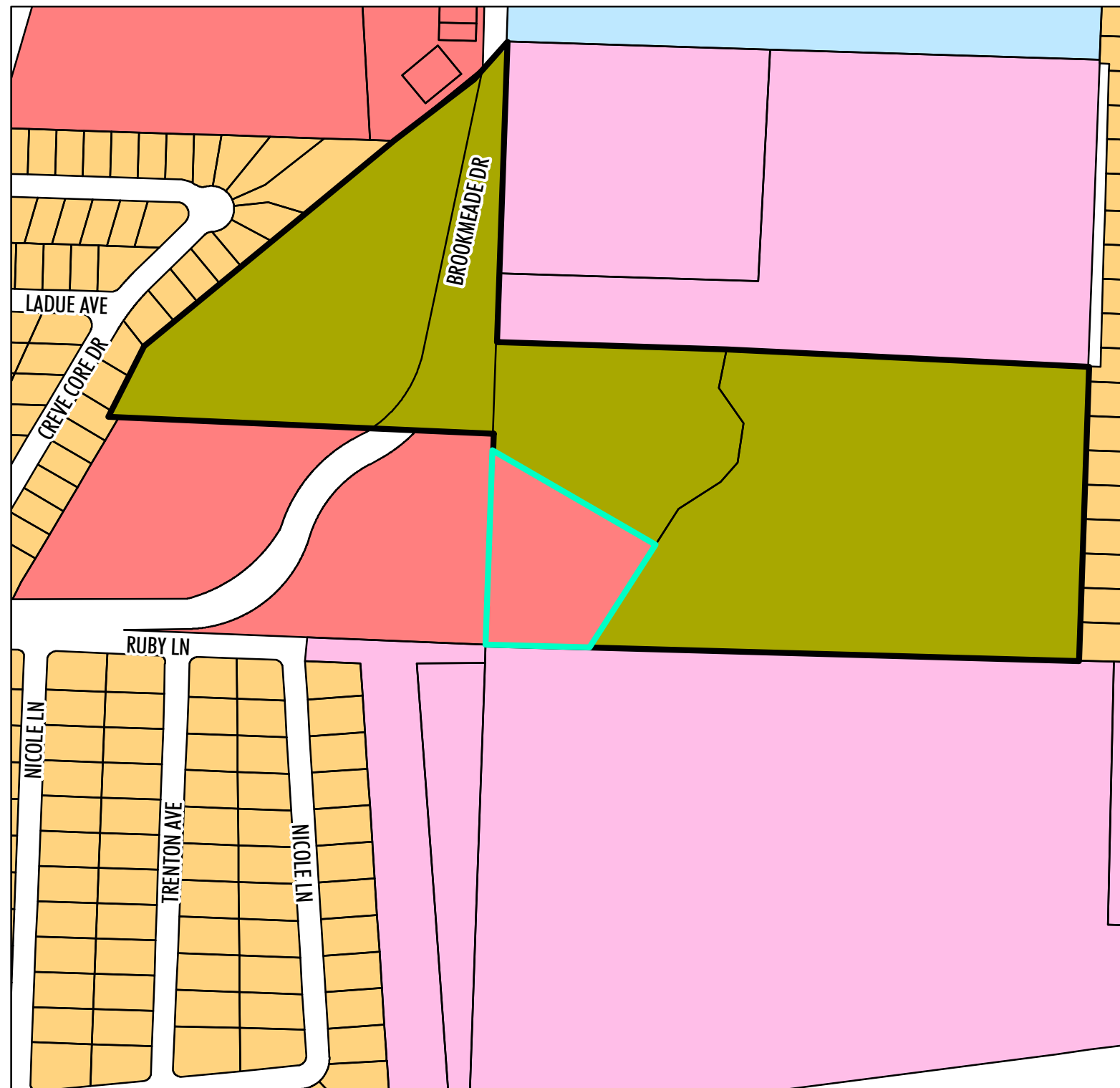
 Conservation (CON)

 Public Lands (PL)

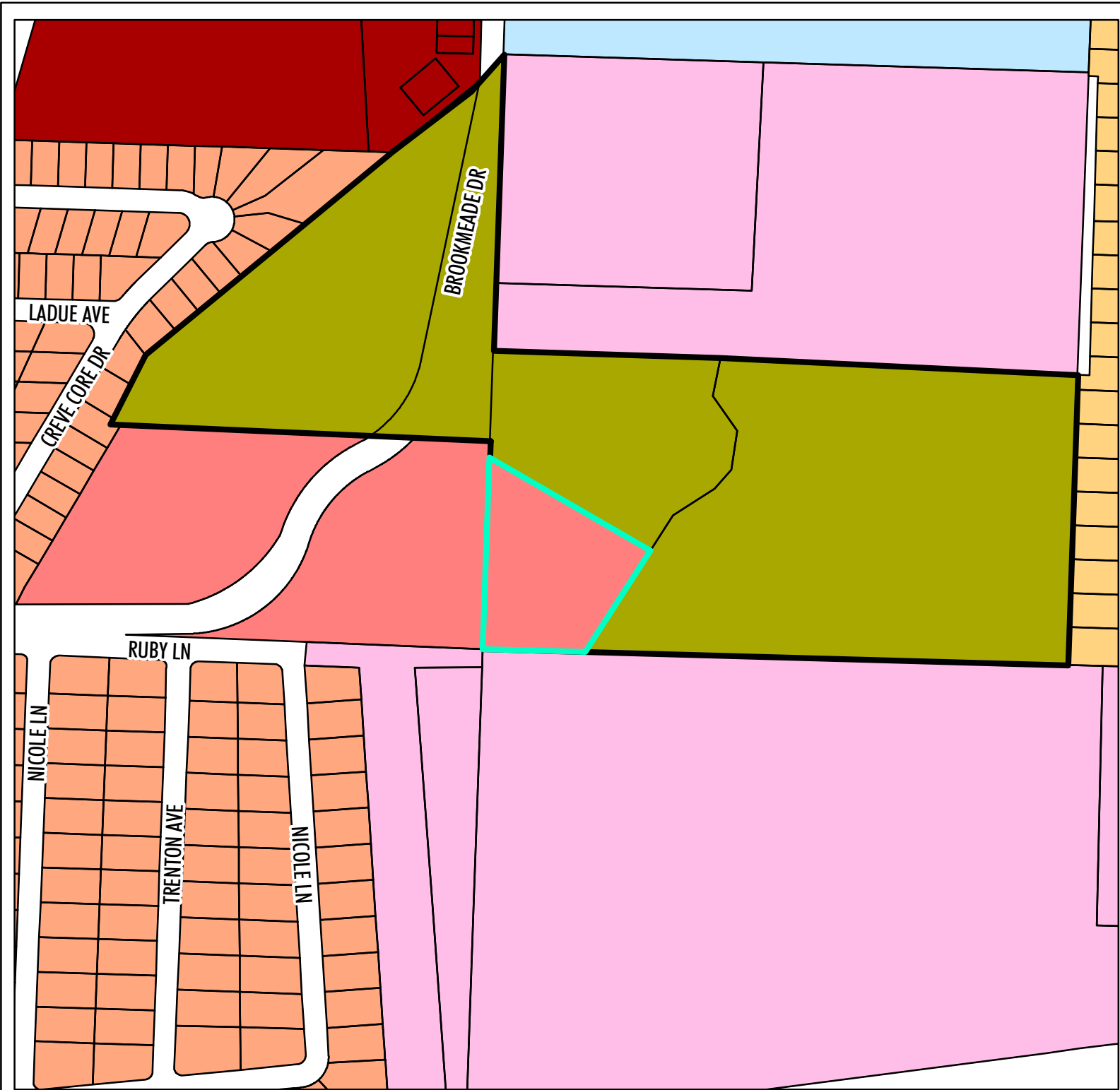
 Residential (R)

### County Future Land Use

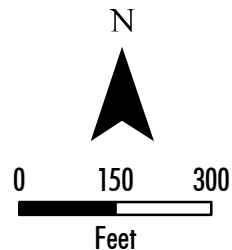
 Mixed Use



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



# Proposed Zoning



## Legend

Subject Parcel

City Limits

### City Zoning

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

### County Zoning

- Mixed Use (MU)

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



# Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

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TO: Planning and Development Board  
CC: City Manager and City Attorney  
FROM: Community Development Services  
DATE: 6/8/2023  
SUBJECT: Ord. 1937 - Brookmeade Avenue Rezoning

---

**BACKGROUND:**

On April 13, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located Brookmeade Drive.

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

The application requests the Commercial Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval of the request on June 5, 2023.

**DISCUSSION:**

The property description is as follows:

Property Owner: Magnolia Creeks LLC  
107 N Partin Dr  
Niceville, FL 32578  
Parcel ID: 28-3N-23-0000-0013-001A  
Site Size: 2.36 acres  
Current FLU: Okaloosa County Mixed Use  
Current Zoning: Okaloosa County Mixed Use  
Current Land Use: Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

| Direction | FLU                       | Zoning                                  | Existing Use |
|-----------|---------------------------|-----------------------------------------|--------------|
| North     | Okaloosa County Mixed Use | Okaloosa County Mixed Use               | Residential  |
| East      | Okaloosa County Mixed Use | Okaloosa County Mixed Use               | Residential  |
| South     | Mixed Use (MU)            | Mixed Use (MU)                          | Vacant       |
| West      | Commercial (C)            | Commercial Low-Intensity District (C-1) | 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 can be developed for commercial use.



Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 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 move Ordinance 1937 to second reading for adoption.

## **Attachments**

1. Exhibit Packet

## **ORDINANCE: 1937**

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.36 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 28, 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 2.36 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.36 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 1936, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

**PIN # 28-3N-23-0000-0013-001A**

Beginning at the Southwest corner of the Northwest Quarter of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed N-2°14'21" E 660.81 feet along section line, thence S-88°02'11" E 500 feet, thence S-10°14'37" W 86.62 feet, thence S-38°23'37" E 90.15 feet, thence S-8°24'35" W 92.52 feet, thence S-40°53'07" W 59.33 feet, thence S-56°17'10" W 105.89 feet, thence S-33°56'18" W 361.27 feet to South line of Northwest Quarter thence N-88°03'24" W 224.1 feet to POB.

LESS AND EXCEPT Portion contained in Official Records Book 1422, Page 655

**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 # 1936 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

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Maryanne Schrader  
City Clerk

Approved by me this 26th day of June, 2023.

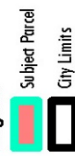
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J. B. Whitten  
Mayor

# Adopted Zoning



## Legend



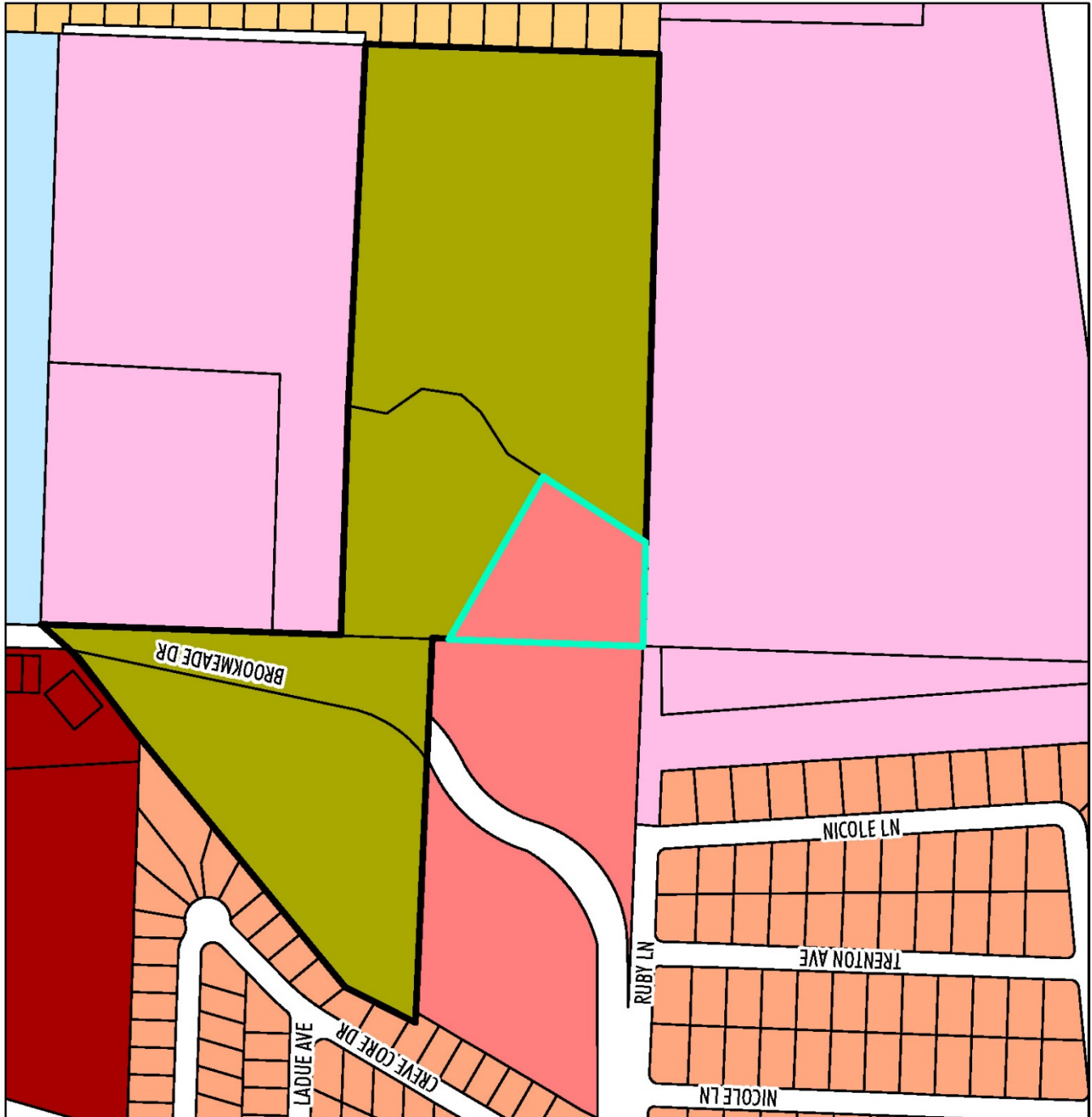
### City Zoning

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

### County Zoning

- Mixed Use (MU)

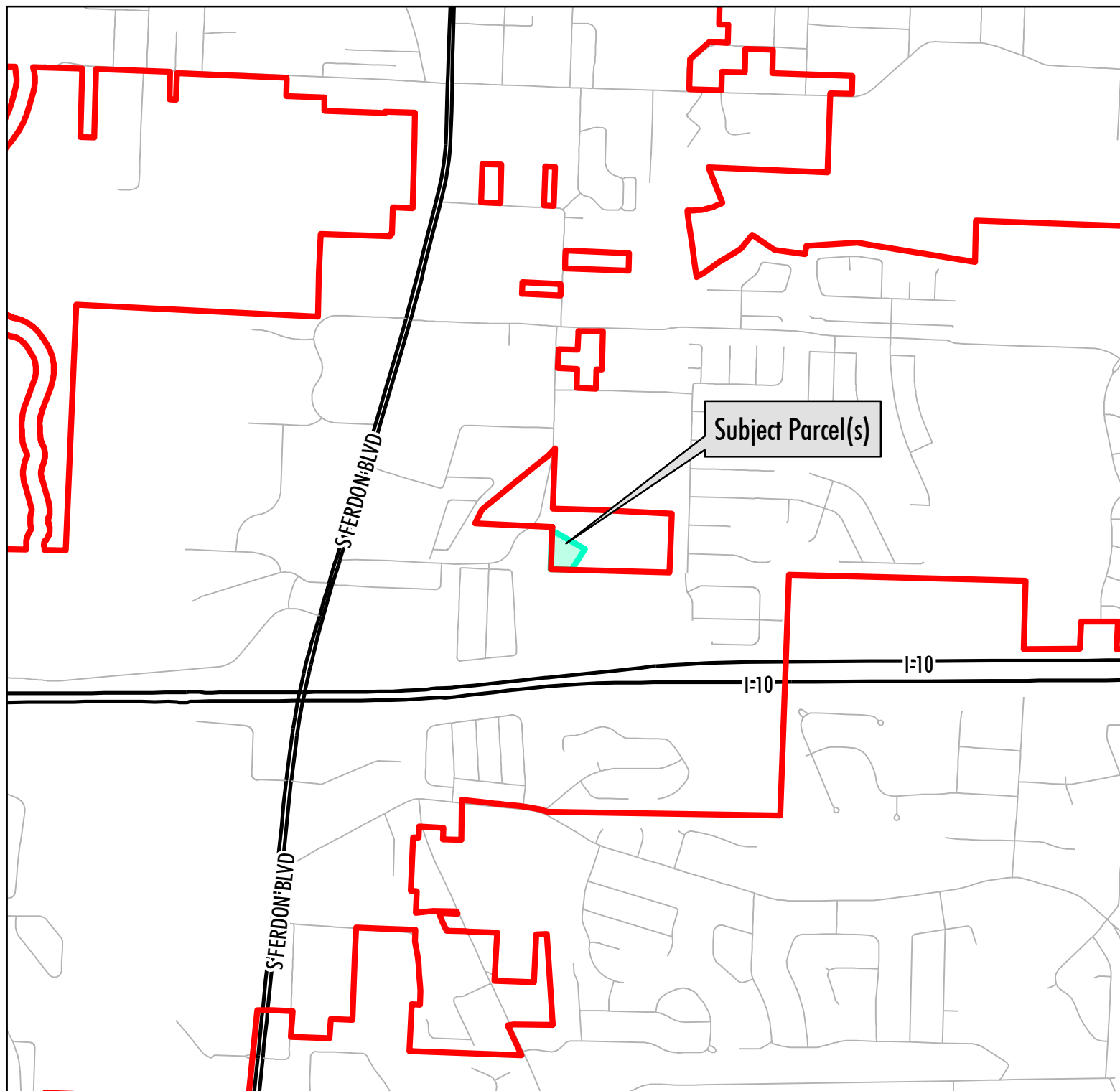
PREPARED BY CITY OF CRESTVIEW  
COMMUNITY DEVELOPMENT SERVICES  
PARCEL INFORMATION PROVIDED BY  
OKALOOSA COUNTY GIS DEPARTMENT  
NAD 1983 STATE PLANE, NORTH ZONE  
U.S. SURVEY FEET



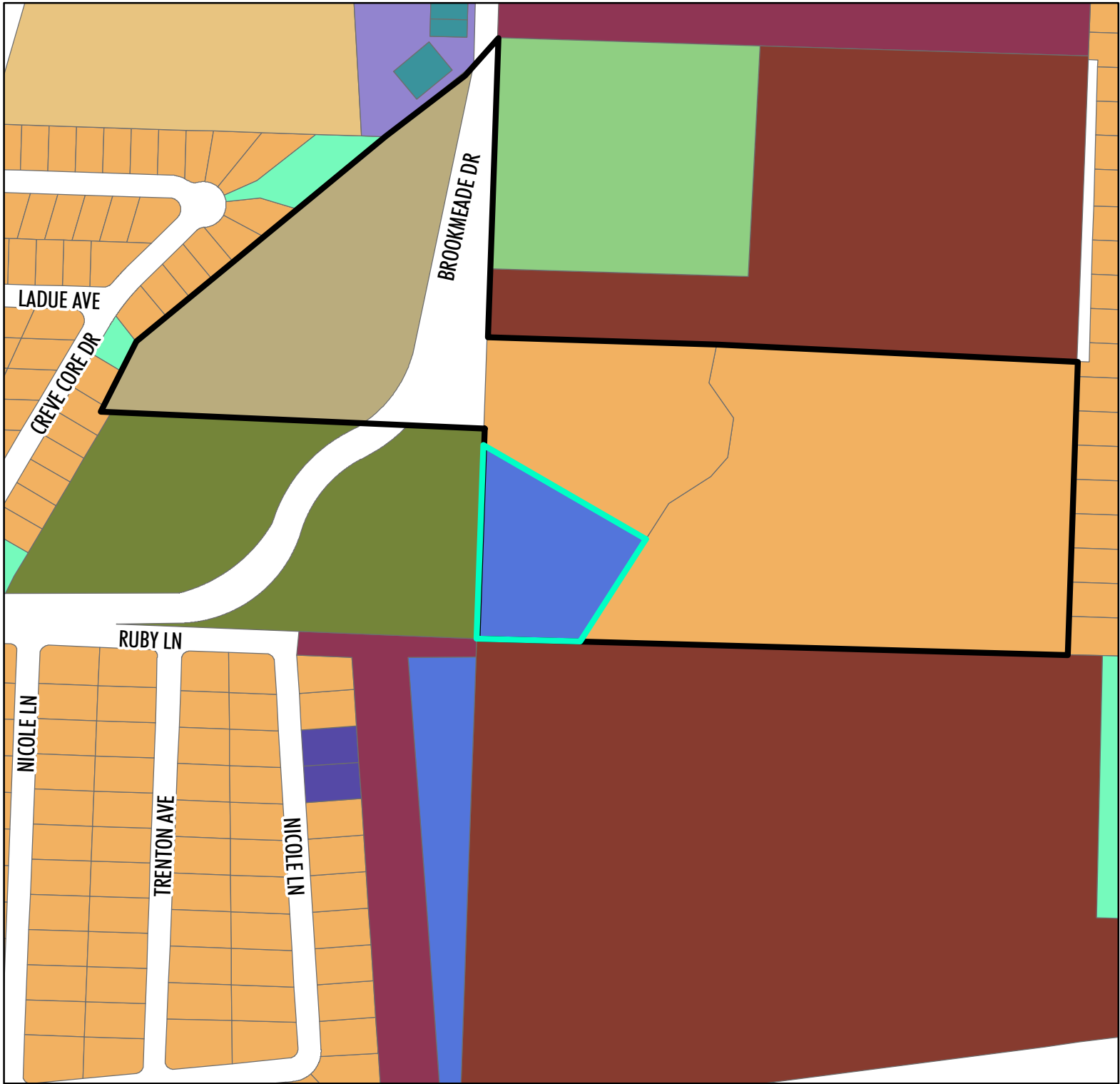
# Vicinity Map



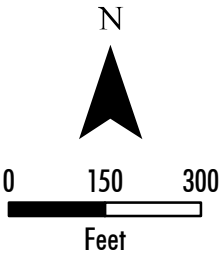
Not to Scale



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



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use
  - Churches
  - Commercial
  - Header Rec
  - Homes for
  - Multi-Family
  - Municipal
  - No AG Acre
  - Res Common
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  - Vacant
  - Wasteland

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

# Current Future Land Use



0 150 300  
Feet

## Legend

 Subject Parcel

 City Limits

### City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

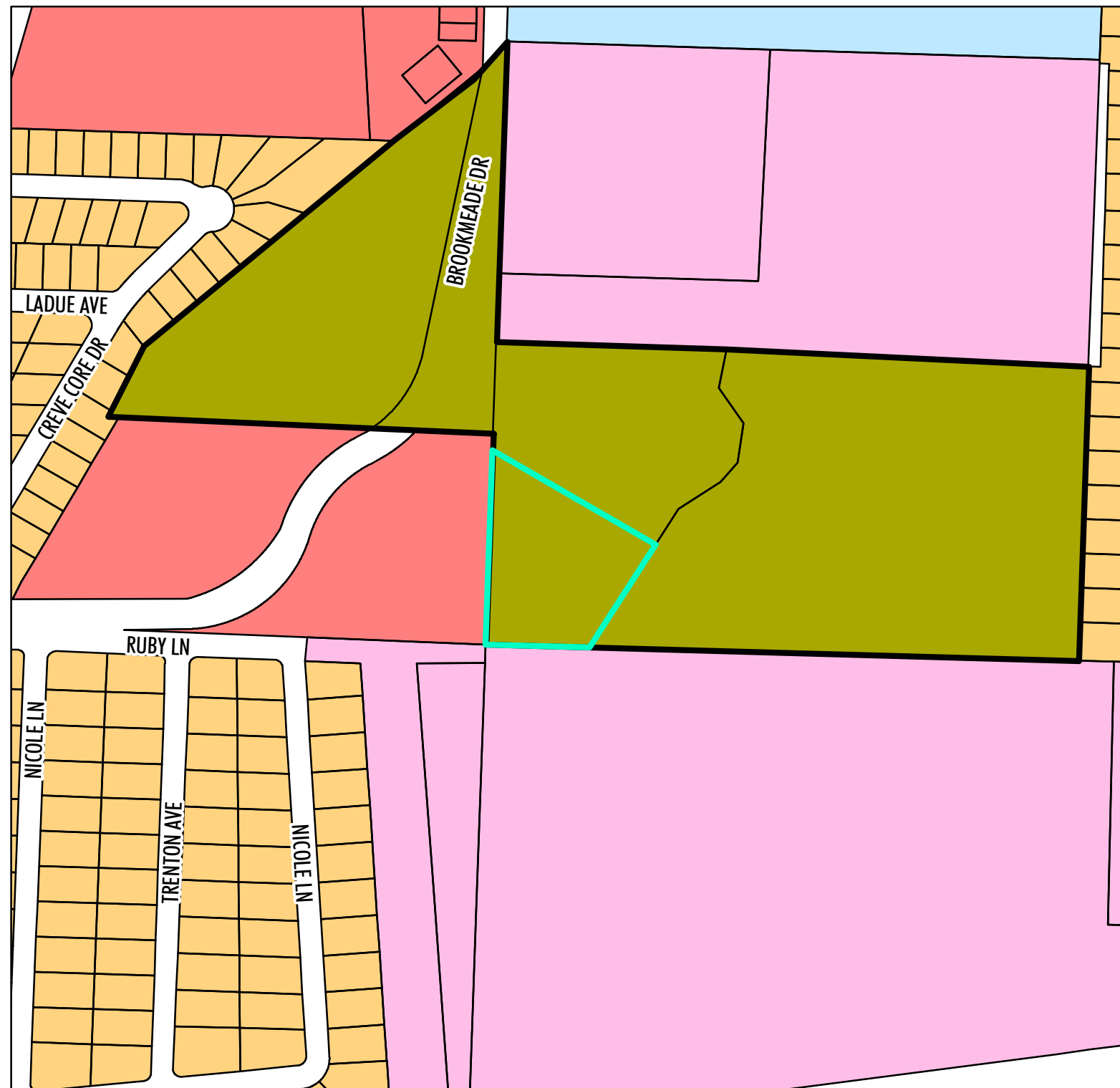
 Conservation (CON)

 Public Lands (PL)

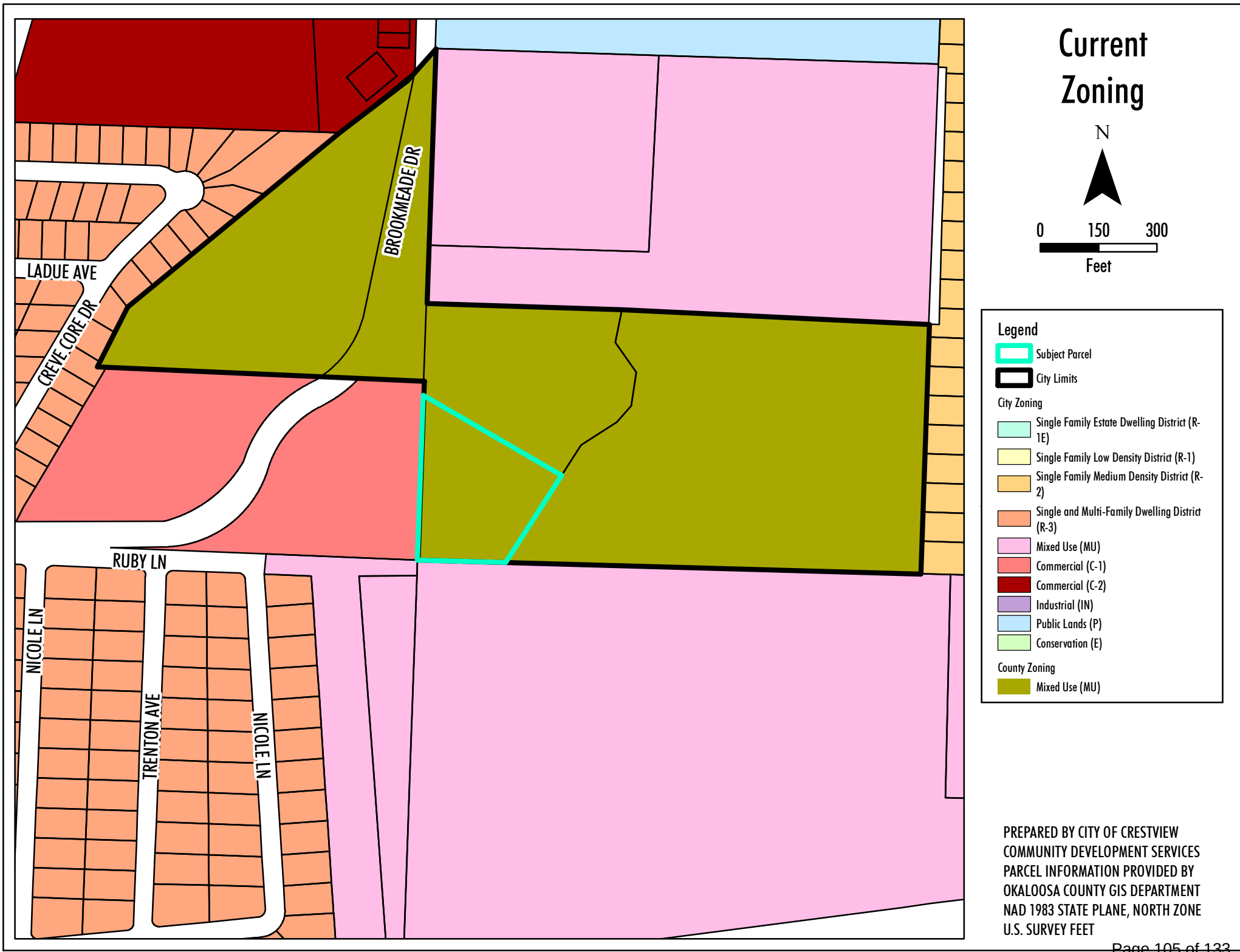
 Residential (R)

### County Future Land Use

 Mixed Use (MU)



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





# Proposed Future Land Use



0 150 300  
Feet

## Legend

 Subject Parcel

 City

### City Future Land Use

 Commercial (C)

 Industrial

 Mixed Use

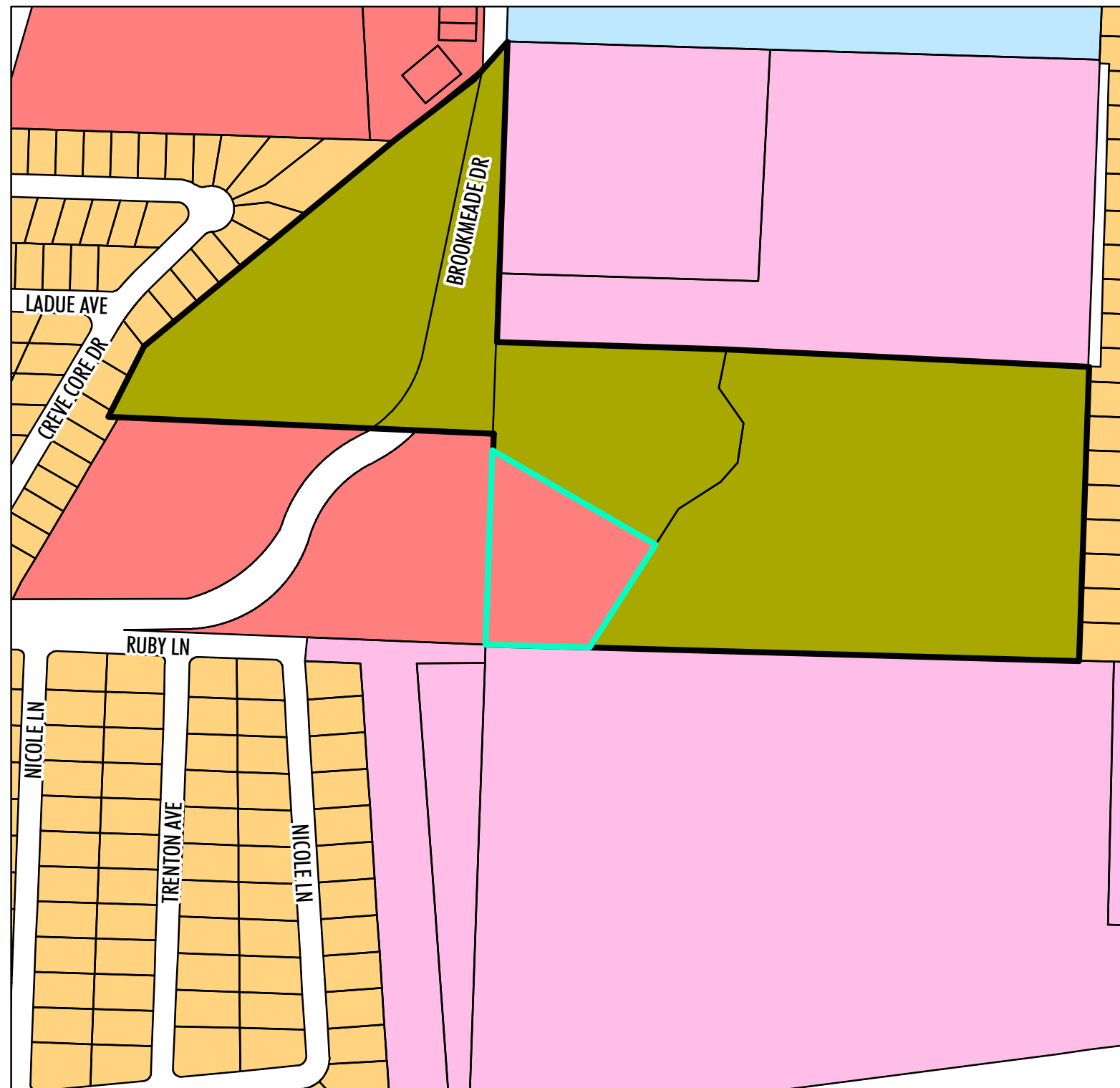
 Conservation (CON)

 Public Lands (PL)

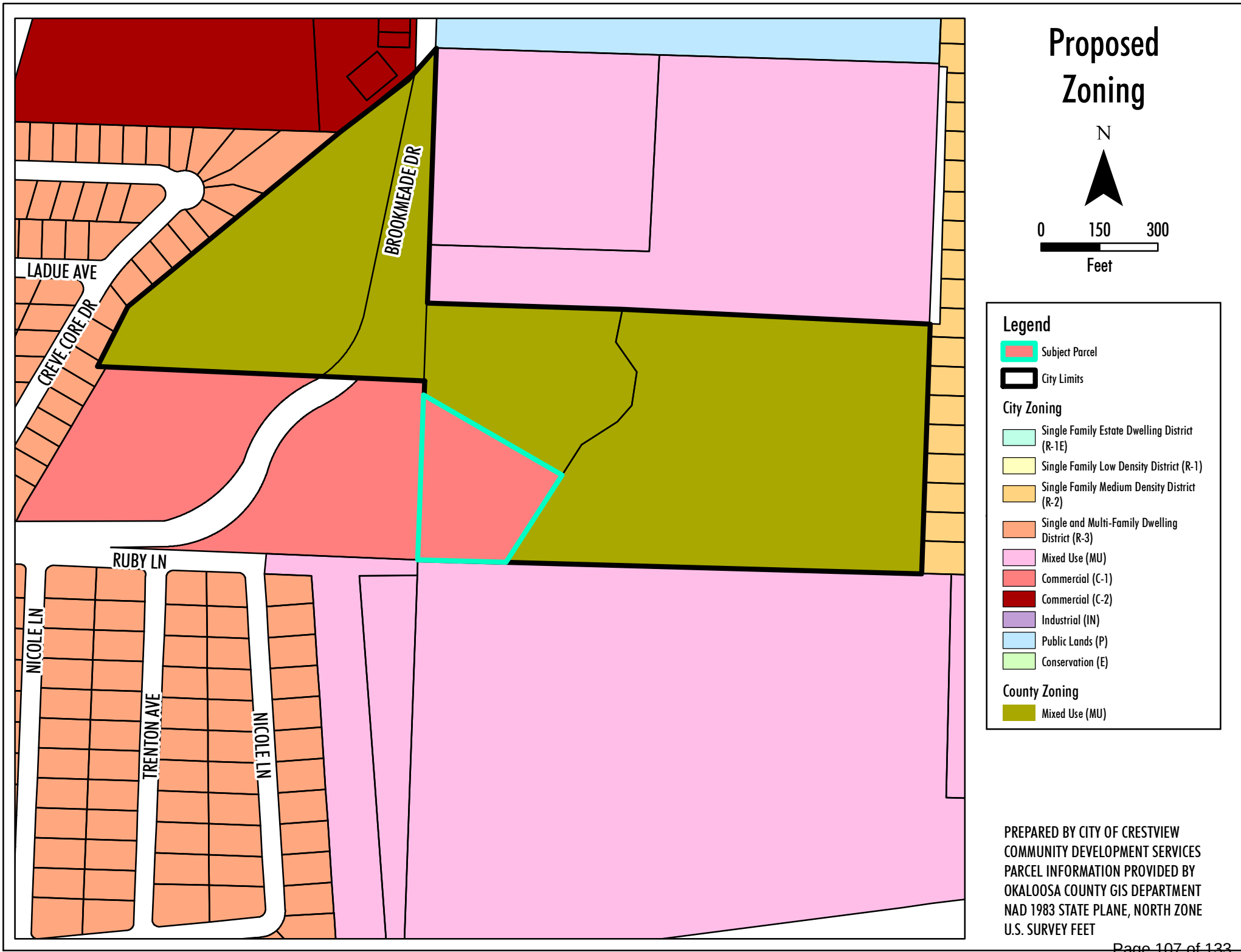
 Residential (R)

### County Future Land Use

 Mixed 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





# Staff Report

CITY COUNCIL MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: Action Item

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Jayce Vanderford, Project Manager, Wayne Steele, Director of Operations, Christian Stapp, Utility Locate Specialist  
DATE: 6/8/2023  
SUBJECT: Main Street Improvements Constructability Review and CEI Services

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**BACKGROUND:**

Since December of 2022, City Staff has advertised the “Crestview Main Street – Roadway Improvement FDOT FOPID # 449302-1-54-01 Project” invitation to bid for a total of three times. The last three attempts were advertised 30 days each for a total of 90 days and received no bids. The City of Crestview has been very proactive in its attempt to reign in bids through local avenues and web advertisements and by directly contacting local contractors. Due to the project requiring FDOT qualification, many of the local contractors in our service area do not meet minimum requirements. Qualified contractors have been contacted and either gave no response or responded back that they are involved in multiple large projects and unable to take on a project of this size at this time. Contractors who wished to submit bids have complained of issues with the plans, which were making this project increasingly difficult to bid, primarily due to missing information in the design plan.

**DISCUSSION:**

In an effort to move this project forward, the City Manager and Staff have met with contractors to determine what can be done to make the project more inviting and biddable. After meetings and verifying the discrepancies mentioned in the plans, we contacted Alday-Howell Engineering Inc (AHE) for a second opinion of the Main Street Improvements plans designed by Matrix Design Group. Task Order 2023-02 in the amount of \$4,800 was authorized by the City Manager for AHE to perform a constructability/biddability review of the plans, bid documents and previous bid correspondence to identify any errors, omissions or inconsistencies. AHE is currently reviewing the plans and will prepare a report of findings and deliver it to the City and Matrix the design engineer for consideration.

Once the review is complete and the plans have been amended, these changes must be submitted to FDOT for review and approval, then staff will advertise the project again. Upon receiving/selecting a bid, as required by FDOT and upon approval of this Task Order 2023-03, AHE will perform CEI (construction engineering and inspections) services for the City of Crestview throughout the duration of the construction actives for Crestview Main Street – Roadway Improvement, FDOT FOPID # 449302-1-54-01.

**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**

Task Order 2023-03 from Alday-Howell Engineering, Inc. for a total of \$280,670 will be funded by 1/2 cents sales tax (discretionary sales tax) and/or by CARES monies.

### **RECOMMENDED ACTION**

Upon receiving/selecting a bid on the next advertisement, staff respectfully requests a motion to approve Alday-Howell Engineering Inc to provide CEI services for “Crestview Main Street – Roadway Improvement FDOT FOPID # 449302-1-54-01” for the amount of \$280,670.

### **Attachments**

1. Task Order 2023-03 - AHE



### CITY OF CRESTVIEW TASK ORDER 2023-03

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

**PROJECT:** City of Crestview – Main Street Improvements  
FDOT FPID # 449302-1-54-01

**DATE:** 5/15/2023

#### SCOPE OF SERVICES:

- Task 1: Perform CEI services for the City of Crestview throughout the duration of the construction activities for the above referenced project.

**Task 1 Lump Sum: \$280,670** (based on 365-day contract duration). A supplemental agreement will be requested should the contract duration be extended beyond 365 days. See the man hour estimate below:

Construction Days = 365 days to final completion (estimated)      52 weeks

| <u>CLASSIFICATION</u>             | <u>MANHOURS</u> | <u>HOURLY RATE</u> | <u>COST</u>                 |
|-----------------------------------|-----------------|--------------------|-----------------------------|
| Principal/Senior Project Engineer | 208             | \$200              | \$41,600 4 hrs/week         |
| Senior Inspector                  | 416             | \$75               | \$31,200 8 hrs/week         |
| Asphalt Plant Inspector           | 70              | \$65               | \$4,550 7 days @ 10 hrs/day |
| Inspector                         | 2,080           | \$65               | \$135,200 40 hrs/week       |
| Inspector's Aide                  | 1,040           | \$50               | \$52,000 20 hrs/week        |
| Contract Support Specialist       | 104             | \$65               | \$6,760 2 hrs/week          |
| Secretary                         | 208             | \$45               | \$9,360 4 hrs/week          |

Total Hours = 3,918      Grand Total = **\$280,670**

**ACCEPTED BY:**



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John Feeney, PE  
Alday-Howell Engineering, Inc.  
4100 S. Ferdon Blvd, Suite B2  
Crestview, FL 32536

5-16-2023

Date

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(Tim Bolduc, City Manager)

City of Crestview  
198 N. Wilson Street  
Crestview, FL 32536

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Date



# Staff Report

CITY COUNCIL MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: Action Item

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TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Nicholas Schwendt, Senior Planner, Barry Henderson, Development Services Director  
DATE: 6/8/2023  
SUBJECT: Conceptual Plat - White Wolf Run

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**BACKGROUND:**

Staff received the initial application for the White Wolf Run subdivision on November 11, 2022. It has since gone through staff review and all major comments have been addressed. The remaining comments are minor and will not affect the overall layout and scope proposed in the provided conceptual plat documents.

**DISCUSSION:**

This subdivision is proposed just north and west of Jones Rd., with a connection to Jones Road to the south, and to the north. The subdivision proposes a realignment of Jones Road within the development. The subdivision proposes 332 lots, which is within the allowed density provided by the zoning district and future land use designation.

The Planning and Development Board recommended approval of this plat on June 5, 2023.

**GOALS & OBJECTIVES**

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

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**FINANCIAL IMPACT**

Approval of the conceptual plat will lead to the development of a subdivision that will have a positive future impact, including: impact fees, building permit fees and utility usage fees.

**RECOMMENDED ACTION**

Staff respectfully requests a motion to approve the conceptual plat for White Wolf Run.

**Attachments**

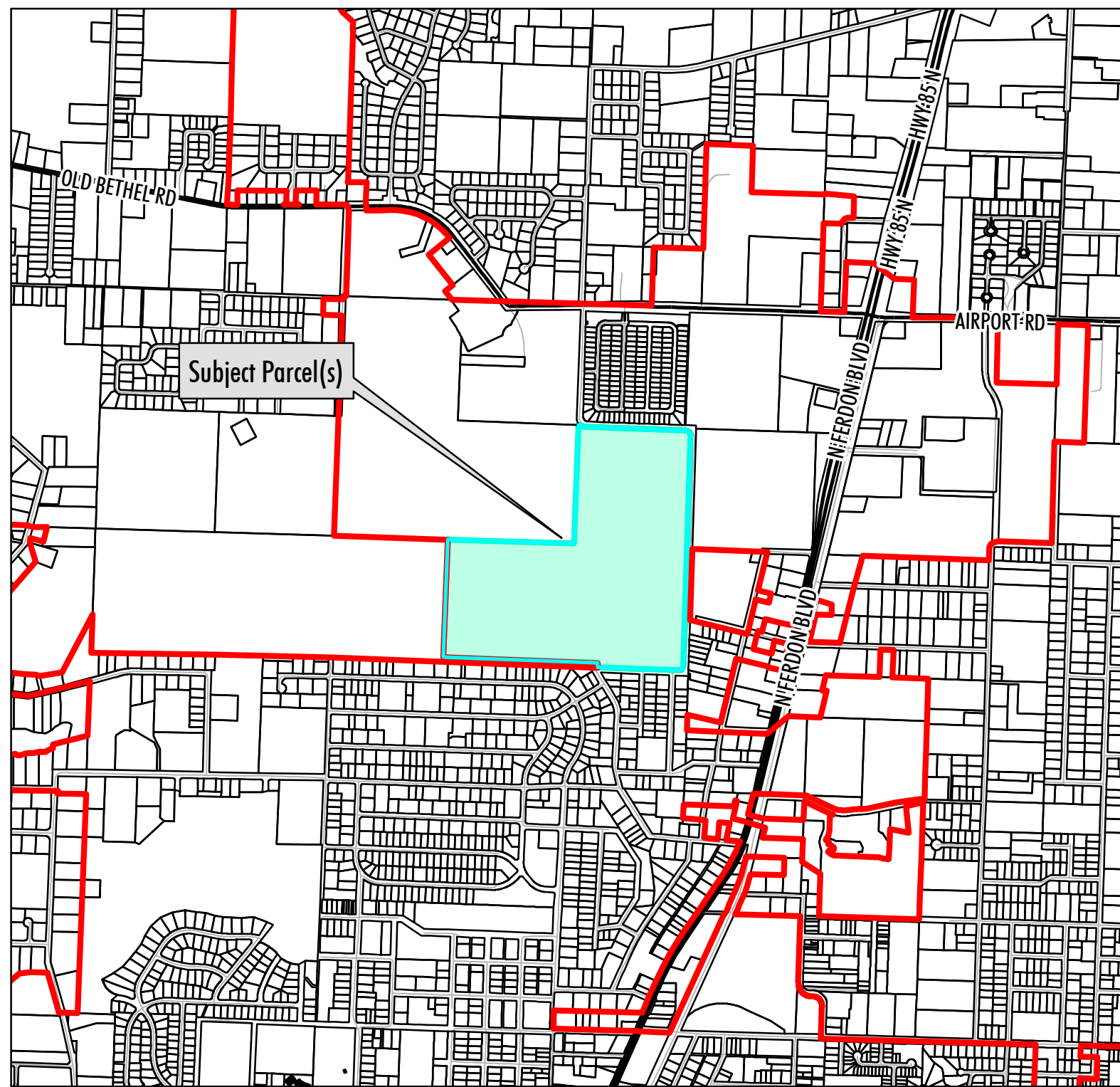
1. Vicinity Map
2. White Wolf Run\_Preliminary Plat\_Rev\_5-18-2023



# 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



OKALOOSA COUNTY STATEMENT:

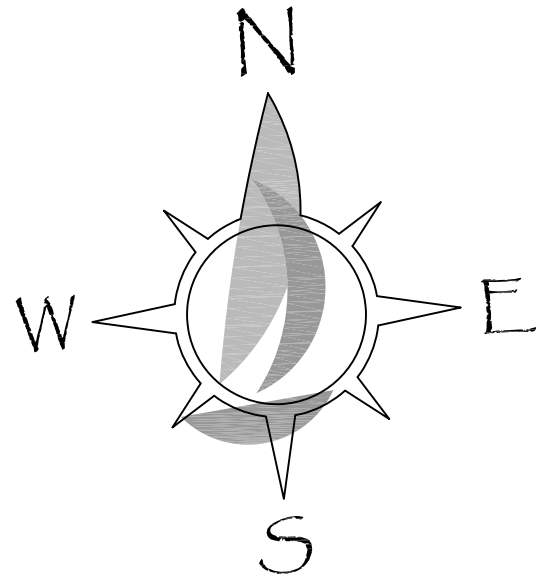
PURSUANT TO FLORIDA STATUTES 177.091 (3) ALL PUBLIC AREAS SHOWN ON THIS PLAT UNLESS OTHERWISE STATED SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED. HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON OKALOOSA COUNTY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS, EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ACCEPTED BY THE GOVERNING BODY OF OKALOOSA COUNTY, FLORIDA. THE MERE RECORDING OF THIS PLAT DOES NOT CONSTITUTE ACCEPTANCE FOR ANY ACT OF CONSTRUCTION OR MAINTENANCE.

SURVEYOR'S NOTES:

- FIELD BEARINGS ARE REFERENCED TO THE PROVIDED SITE PLANS FOR WHITE WOLF RUN BY JENKINS ENGINEERING, INC.
- THIS IS A PRELIMINARY PLAT AND IS NOT FOR RECORDING
- NO STRUCTURES THAT WILL OBSTRUCT STORMWATER FLOW (I.E. PRIVACY FENCES, SHEDS, ECT.) SHALL BE ALLOWED IN THE 10' DRAINAGE EASEMENT.

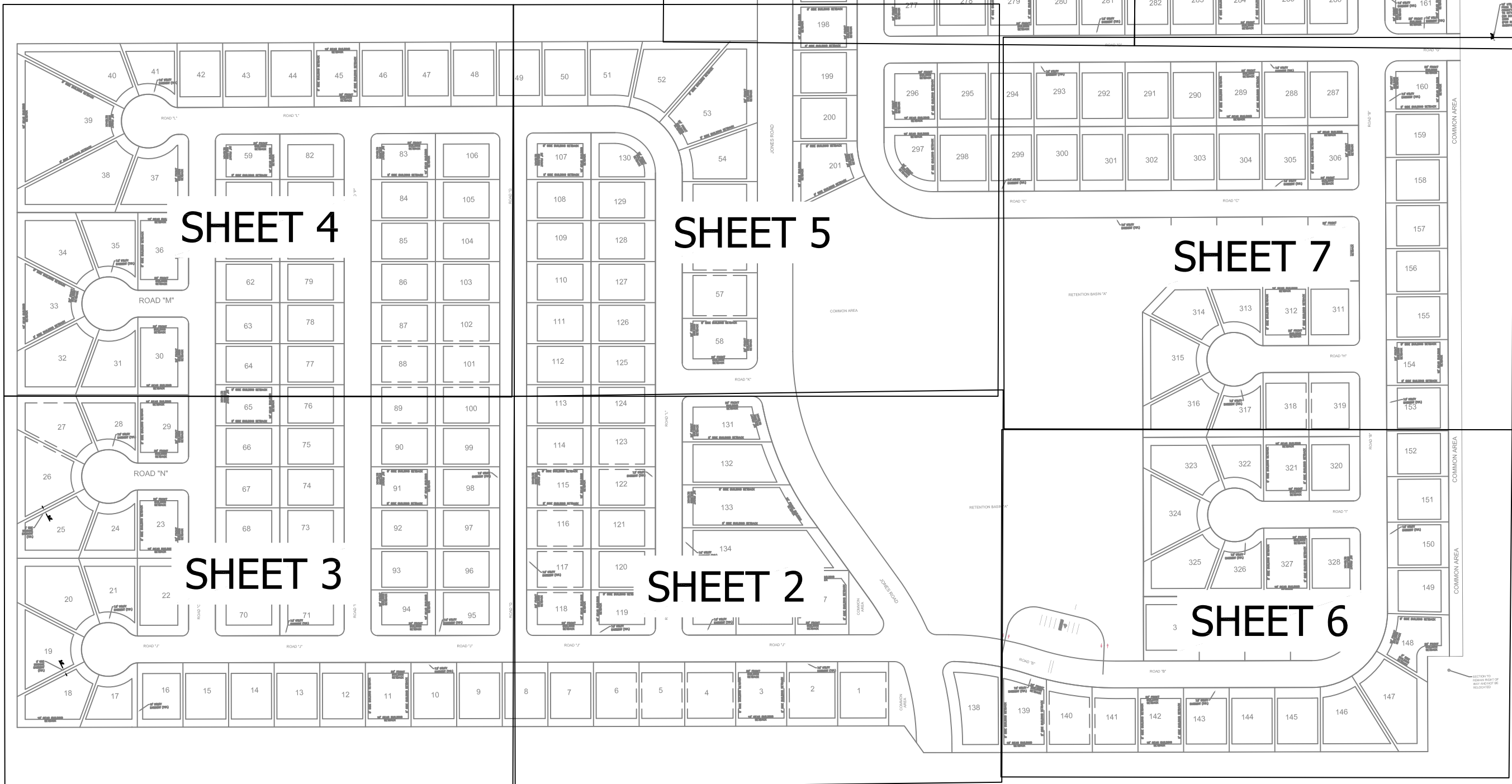
Legend:

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- UTILITY EASEMENT
- SETBACK
- UTILITY EASEMENT



Abbreviations:

|        |                                         |        |                                                  |
|--------|-----------------------------------------|--------|--------------------------------------------------|
| #      | = NUMBER                                | MIN.   | = MINIMUM                                        |
| &      | = AND                                   | FFE    | = FINISHED FLOOR ELEVATION                       |
| (")    | = SECONDS                               | ELEV   | = ELEVATION                                      |
| (')    | = MINUTES OR FEET                       | USACE  | = UNITED STATES ARMY CORPS OF ENGINEERS          |
| (°)    | = DEGREES                               | FDEP   | = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION |
| CL     | = CENTERLINE                            | O.R.   | = OFFICIAL RECORDS                               |
| ESMT.  | = EASEMENT                              | DEPT.  | = DEPARTMENT                                     |
| FCM    | = FOUND CONCRETE MONUMENT               | ±      | = MORE OR LESS                                   |
| FL     | = FLORIDA                               | S.F.   | = SQUARE FEET                                    |
| FN&D   | = FOUND NAIL AND DISC                   | AC     | = ACRES                                          |
| INC.   | = INCORPORATED                          | B.S.L  | = BUILDING SETBACK LINE                          |
| LLC    | = LIMITED LIABILITY COMPANY             | FEMA   | = FEDERAL EMERGENCY MANAGEMENT AGENCY            |
| LB     | = LICENSED SURVEYING & MAPPING BUSINESS | (N.R.) | = NON-RADIAL                                     |
| NAVD   | = NORTH AMERICAN VERTICAL DATUM         | R-1    | = RESIDENTIAL 1                                  |
| PRM    | = PERMANENT REFERENCE MONUMENT          | LDR    | = LOW DENSITY RESIDENTIAL                        |
| R/W    | = RIGHT-OF-WAY                          | FLUM   | = FUTURE LAND USE MAP                            |
| SCM    | = SET CONCRETE MONUMENT                 | RR     | = RURAL RESIDENTIAL                              |
| P.E.   | = PROFESSIONAL ENGINEER                 | PCP    | = PERMANENT CONTROL POINT                        |
| P.S.M. | = PROFESSIONAL SURVEYOR & MAPPER        |        |                                                  |
| SIR    | = SET IRON ROD                          |        |                                                  |
| NO.    | = NUMBER                                |        |                                                  |
| SEAS   | = SEASIDE ENGINEERING & SURVEYING, LLC  |        |                                                  |
| TYP.   | = TYPICAL                               |        |                                                  |
| U.S.   | = UNITED STATES                         |        |                                                  |





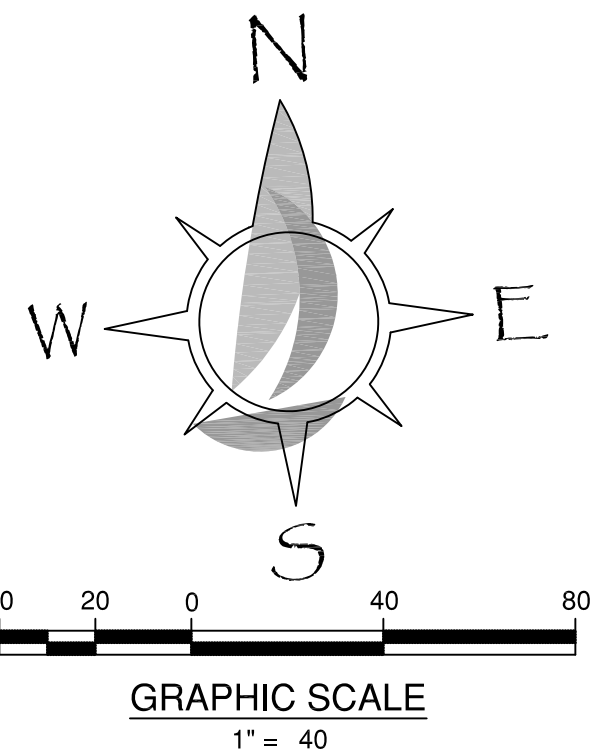
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| Curve Table |        |        |        |                 |              |
|-------------|--------|--------|--------|-----------------|--------------|
| Curve #     | Length | Radius | Delta  | Chord Direction | Chord Length |
| C1          | 23.03  | 20.00  | 65.97  | S54° 51' 47"E   | 21.78        |
| C2          | 108.96 | 533.00 | 11.71  | N27° 44' 08"W   | 108.77       |
| C3          | 166.10 | 525.00 | 18.13  | N78° 47' 01"W   | 165.41       |
| C4          | 140.53 | 475.00 | 16.95  | N78° 11' 45"W   | 140.02       |
| C5          | 36.76  | 20.00  | 105.32 | S40° 40' 12"W   | 31.80        |
| C6          | 129.59 | 533.00 | 13.93  | N5° 01' 26"W    | 129.27       |
| C7          | 139.56 | 467.00 | 17.12  | N6° 53' 32"W    | 139.04       |
| C8          | 25.27  | 20.00  | 72.39  | N51° 39' 01"W   | 23.62        |
| C9          | 41.98  | 20.00  | 120.25 | N32° 01' 35"E   | 34.69        |
| C10         | 44.77  | 467.00 | 5.49   | N30° 50' 46"W   | 44.75        |
| C11         | 312.74 | 500.00 | 35.84  | S15° 40' 25"E   | 307.67       |
| C12         | 292.10 | 467.00 | 35.84  | S15° 40' 25"E   | 287.36       |
| C13         | 233.29 | 533.00 | 25.08  | S21° 03' 11"E   | 231.44       |
| C14         | 182.37 | 500.00 | 20.90  | N8° 30' 29"W    | 181.36       |
| C15         | 127.71 | 500.00 | 14.63  | N26° 16' 29"W   | 127.37       |
| C16         | 18.80  | 12.00  | 89.78  | S47° 08' 06"W   | 16.94        |
| C17         | 27.74  | 20.00  | 79.46  | N48° 14' 40"W   | 25.57        |
| C18         | 18.87  | 12.00  | 90.09  | S42° 48' 04"E   | 16.98        |
| C19         | 18.83  | 12.00  | 89.91  | N47° 11' 56"E   | 16.96        |
| C20         | 18.87  | 12.00  | 90.09  | S42° 48' 04"E   | 16.98        |
| CS8         | 147.93 | 500.00 | 16.95  | N78° 11' 45"W   | 147.39       |

# White Wolf Run Subdivision

A Residential Subdivision Situated In Section 5, Township 3 North, Range 23 West, Okaloosa County, Florida.

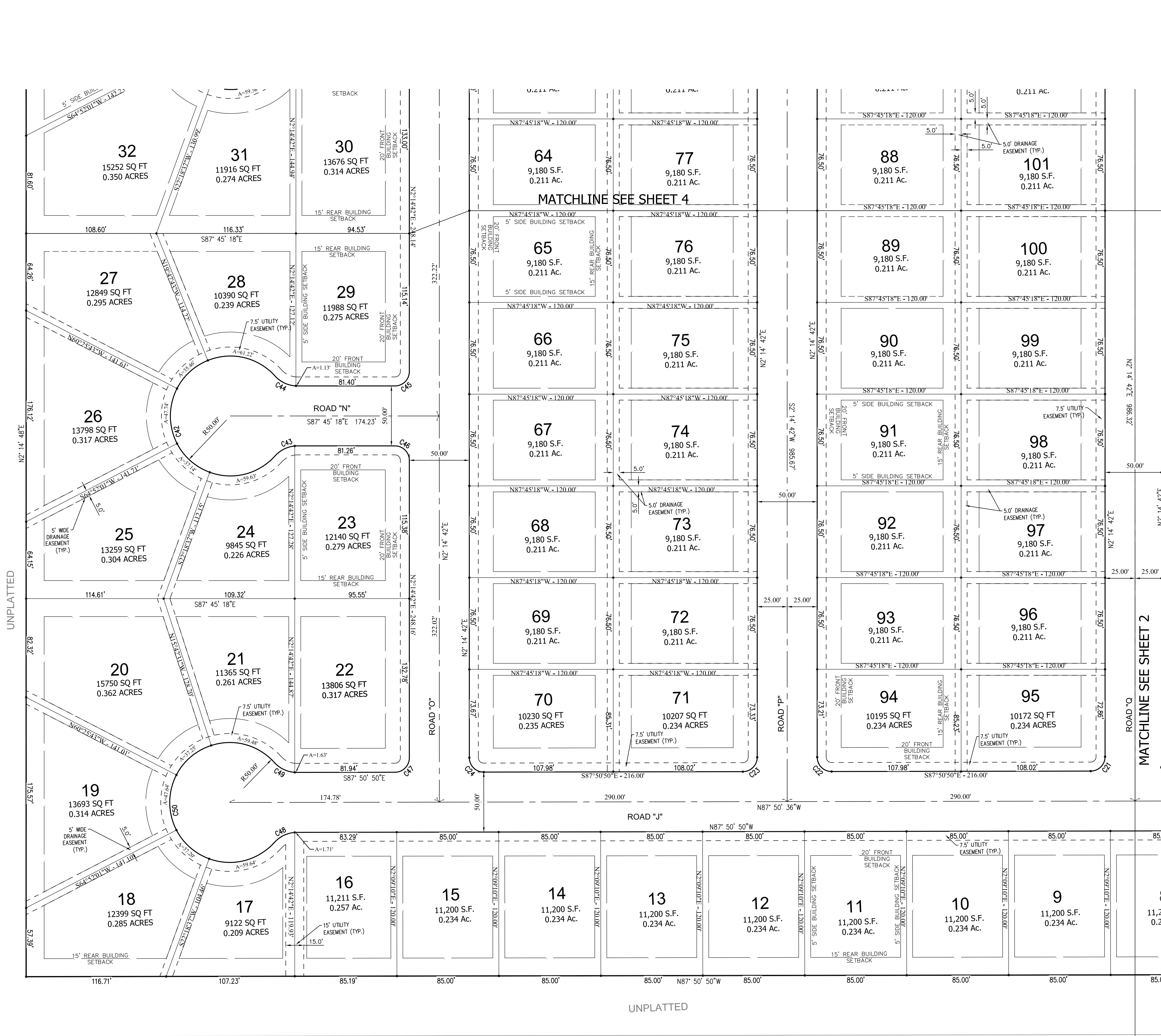


**SEAS**  
Seaside Engineering And Surveying, LLC  
6575 Highway 189 North  
Baker, Florida 32531  
Ph: (850) 650-9563  
Fax: (850) 398-6812

White Wolf Run  
Seaside Engineering And Surveying, LLC  
Licensed Surveying & Mapping Business No. 7191  
SHEET 2 OF 11



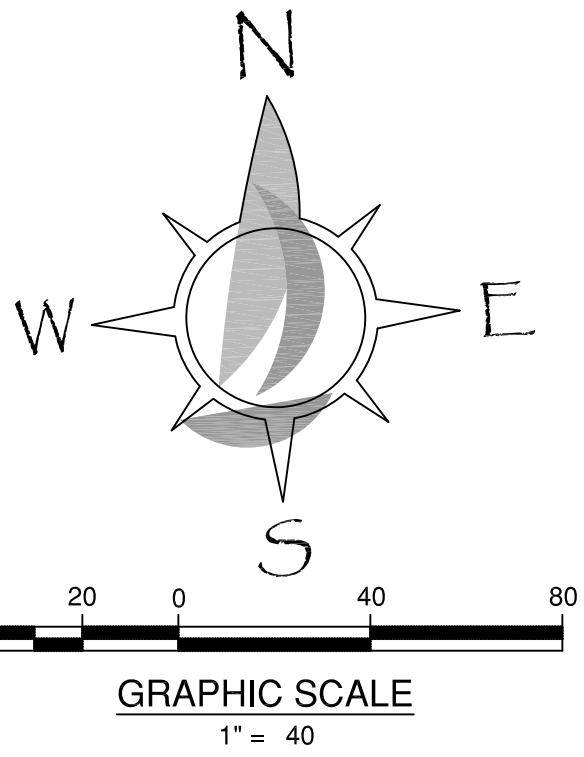




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|-------------|--------|--------|--------|-----------------|--------------|
| Curve #     | Length | Radius | Delta  | Chord Direction | Chord Length |
| C21         | 18.83  | 12.00  | 89.91  | N47° 11' 56"E   | 16.96        |
| C22         | 18.87  | 12.00  | 90.09  | S42° 48' 04"E   | 16.98        |
| C23         | 18.83  | 12.00  | 89.91  | N47° 11' 56"E   | 16.96        |
| C24         | 18.87  | 12.00  | 90.09  | S42° 48' 04"E   | 16.98        |
| C42         | 241.19 | 50.00  | 276.38 | S2° 09' 52"W    | 66.67        |
| C43         | 21.06  | 25.00  | 48.27  | S68° 06' 36"W   | 20.44        |
| C44         | 20.99  | 25.00  | 48.11  | S63° 42' 02"E   | 20.38        |
| C45         | 18.85  | 12.00  | 90.00  | N47° 14' 42"E   | 16.97        |
| C46         | 18.85  | 12.00  | 90.00  | N42° 45' 18"W   | 16.97        |
| C47         | 18.83  | 12.00  | 89.91  | N47° 11' 56"E   | 16.96        |
| C48         | 21.03  | 25.00  | 48.19  | S68° 03' 29"W   | 20.41        |
| C49         | 21.03  | 25.00  | 48.19  | S63° 45' 09"E   | 20.41        |
| C50         | 241.19 | 50.00  | 276.38 | S2° 09' 10"W    | 66.67        |

*White Wolf Run*  
*Subdivision*  
*A Residential Subdivision Situated In Section 5,*  
*Township 3 North, Range 23 West, Okaloosa*  
*County, Florida.*



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*White Wolf Run*  
Seaside Engineering And Surveying, LLC  
Licensed Surveying & Mapping Business No. 7191

SHEET 3 OF 11



Legend:

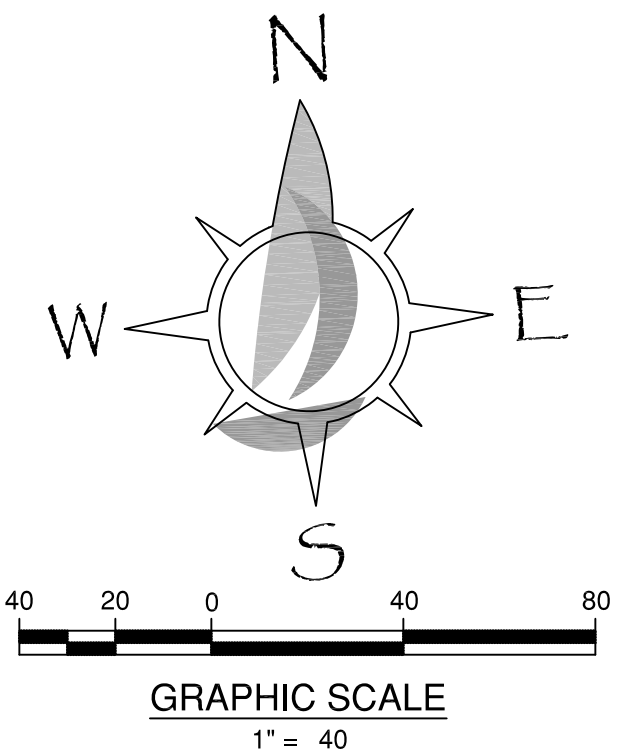
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| Curve Table |        |        |        |                 |              |
|-------------|--------|--------|--------|-----------------|--------------|
| Curve #     | Length | Radius | Delta  | Chord Direction | Chord Length |
| C25         | 18.80  | 12.00  | 89.78  | S47° 08' 06"W   | 16.94        |
| C26         | 18.90  | 12.00  | 90.22  | N42° 51' 54"W   | 17.00        |
| C27         | 18.80  | 12.00  | 89.78  | S47° 08' 06"W   | 16.94        |
| C28         | 18.90  | 12.00  | 90.22  | N42° 51' 54"W   | 17.00        |
| C33         | 18.90  | 12.00  | 90.22  | N42° 51' 54"W   | 17.00        |
| C34         | 21.03  | 25.00  | 48.19  | S67° 55' 48"W   | 20.41        |
| C35         | 21.03  | 25.00  | 48.19  | S63° 52' 49"E   | 20.41        |
| C36         | 241.19 | 50.00  | 276.38 | S2° 01' 30"W    | 66.67        |
| C37         | 18.85  | 12.00  | 90.00  | N42° 45' 18"W   | 16.97        |
| C38         | 18.85  | 12.00  | 90.00  | N47° 14' 42"E   | 16.97        |
| C39         | 21.03  | 25.00  | 48.19  | S63° 39' 36"E   | 20.41        |
| C40         | 21.03  | 25.00  | 48.19  | S68° 09' 01"W   | 20.41        |
| C41         | 241.19 | 50.00  | 276.38 | S2° 14' 42"W    | 66.67        |

# White Wolf Run Subdivision

A Residential Subdivision Situated In Section 5,  
Township 3 North, Range 23 West, Okaloosa  
County, Florida.



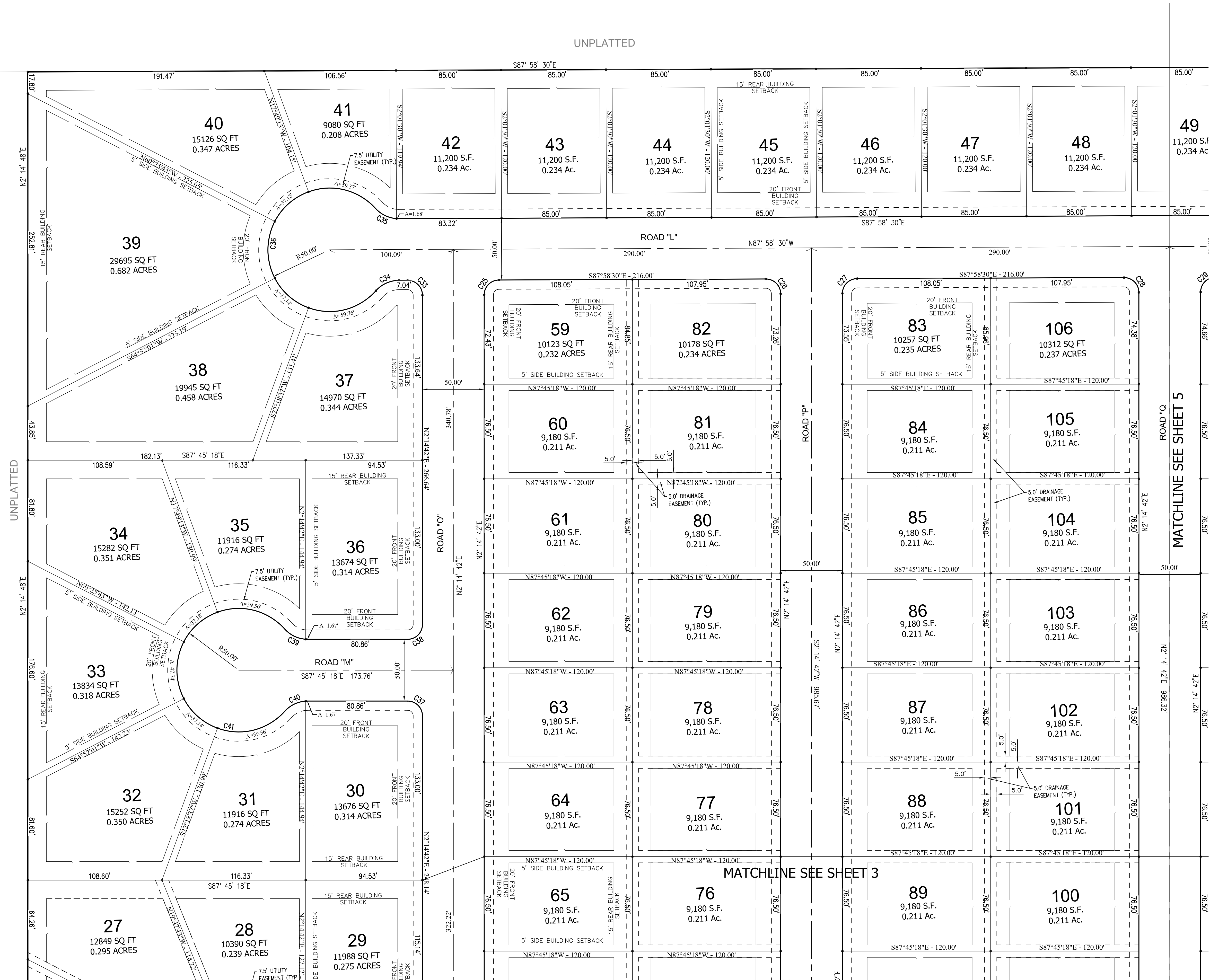
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White Wolf Run

Seaside Engineering And Surveying, LLC  
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SHEET 4 OF 11





Legend:

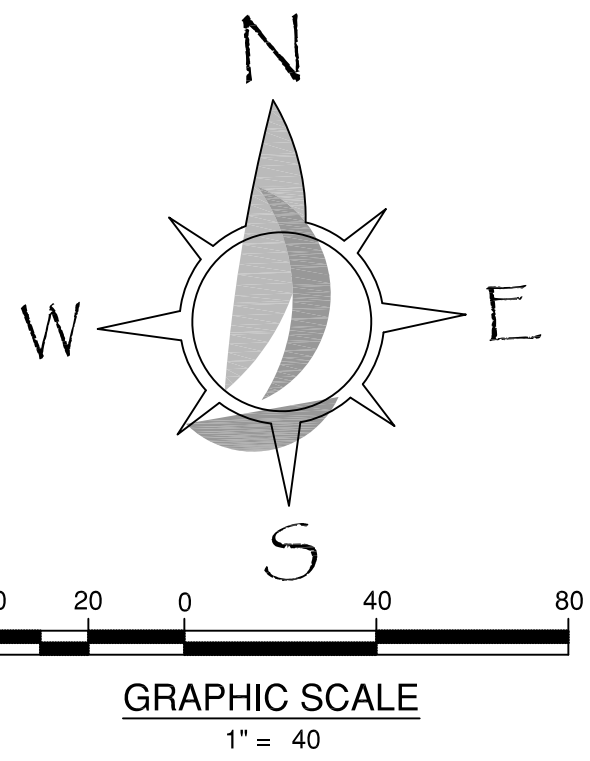
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| Curve Table |        |        |       |                 |              |
|-------------|--------|--------|-------|-----------------|--------------|
| Curve #     | Length | Radius | Delta | Chord Direction | Chord Length |
| C29         | 18.80  | 12.00  | 89.78 | S47° 08' 06"W   | 16.94        |
| C30         | 118.10 | 75.00  | 90.22 | N42° 51' 54"W   | 106.27       |
| C31         | 157.46 | 100.00 | 90.22 | N42° 51' 54"W   | 141.69       |
| C32         | 196.83 | 125.00 | 90.22 | N42° 51' 54"W   | 177.12       |
| C51         | 18.90  | 12.00  | 90.22 | S42° 51' 54"E   | 17.00        |
| C52         | 31.82  | 20.00  | 91.15 | N46° 26' 51"E   | 28.57        |
| C92         | 18.80  | 12.00  | 89.75 | S47° 07' 05"W   | 16.93        |
| C93         | 143.35 | 91.00  | 90.25 | S42° 52' 55"E   | 128.98       |
| C101        | 182.73 | 116.00 | 90.25 | S42° 52' 55"E   | 164.41       |
| C102        | 222.11 | 141.00 | 90.25 | S42° 52' 55"E   | 199.85       |

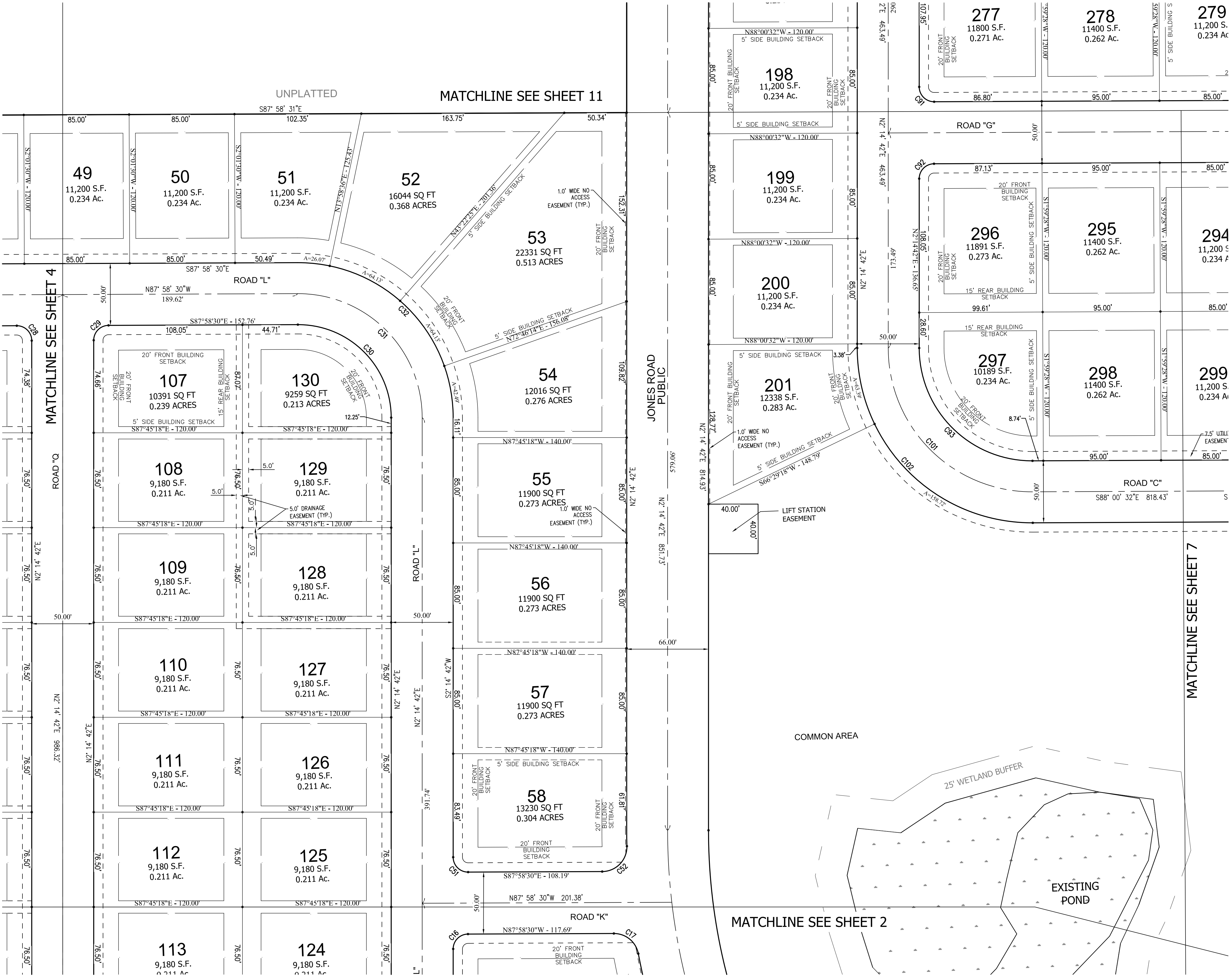
# White Wolf Run Subdivision

A Residential Subdivision Situated In Section 5,  
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White Wolf Run  
Seaside Engineering And Surveying, LLC  
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SHEET 5 OF 11





Okaloosa County Statement:

PURSUANT TO FLORIDA STATUTES 177.081 (3) ALL PUBLIC AREAS SHOWN ON THIS PLAT UNLESS OTHERWISE STATED SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED. HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON WALTON COUNTY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS, EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ACCEPTED BY THE GOVERNING BODY OF WALTON COUNTY, FLORIDA. THE MERE RECORDING OF THIS PLAT DOES NOT CONSTITUTE ACCEPTANCE FOR ANY ACT OF CONSTRUCTION OR MAINTENANCE.

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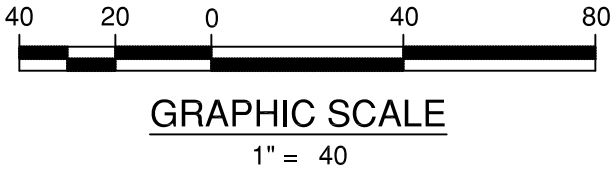
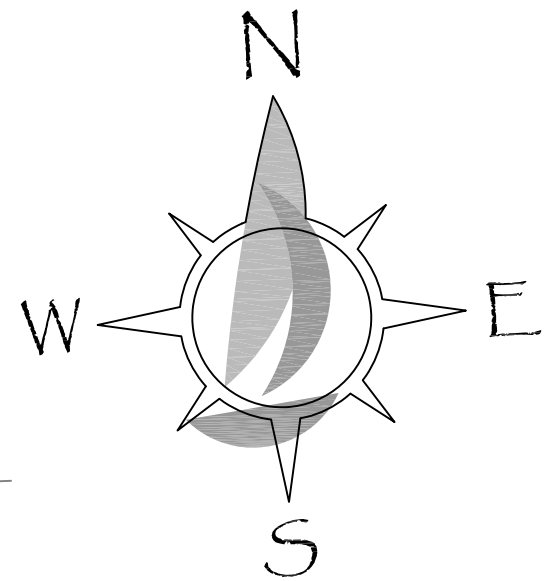
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- SET PERMANENT CONTROL POINT (PCP), SET NAIL AND DISC, LB #7191 (SN&D LB #7191 PCP)

- DRAINAGE EASEMENT
- UTILITY EASEMENT
- SETBACK
- UTILITY EASEMENT

| Curve Table |        |        |        |                 |              |
|-------------|--------|--------|--------|-----------------|--------------|
| Curve #     | Length | Radius | Delta  | Chord Direction | Chord Length |
| C53         | 150.55 | 475.00 | 18.16  | S78° 47' 59"E   | 149.92       |
| C54         | 166.39 | 525.00 | 18.16  | S78° 47' 59"E   | 165.70       |
| C55         | 143.15 | 91.00  | 90.13  | N47° 03' 21"E   | 128.84       |
| C56         | 221.80 | 141.00 | 90.13  | N47° 03' 21"E   | 199.63       |
| C57         | 182.47 | 116.00 | 90.13  | N47° 03' 21"E   | 164.23       |
| C59         | 158.47 | 500.00 | 18.16  | S78° 47' 59"E   | 157.81       |
| C60         | 18.85  | 12.00  | 90.00  | N43° 00' 32"W   | 16.97        |
| C61         | 21.03  | 25.00  | 48.19  | S67° 53' 47"W   | 20.41        |
| C62         | 241.19 | 50.00  | 276.38 | S1° 59' 28"W    | 66.67        |
| C64         | 18.85  | 12.00  | 90.00  | N46° 59' 28"E   | 16.97        |
| C94         | 21.03  | 25.00  | 48.19  | S63° 54' 50"E   | 20.41        |

White Wolf Run  
Subdivision

A Residential Subdivision Situated In Section 5,  
Township 3 North, Range 23 West, Okaloosa  
County, Florida.



**SEAS**

Seaside Engineering And Surveying, LLC

6575 Highway 189 North  
Baker, Florida 32531  
Ph: (850) 650-9563  
Fax: (850) 398-6812

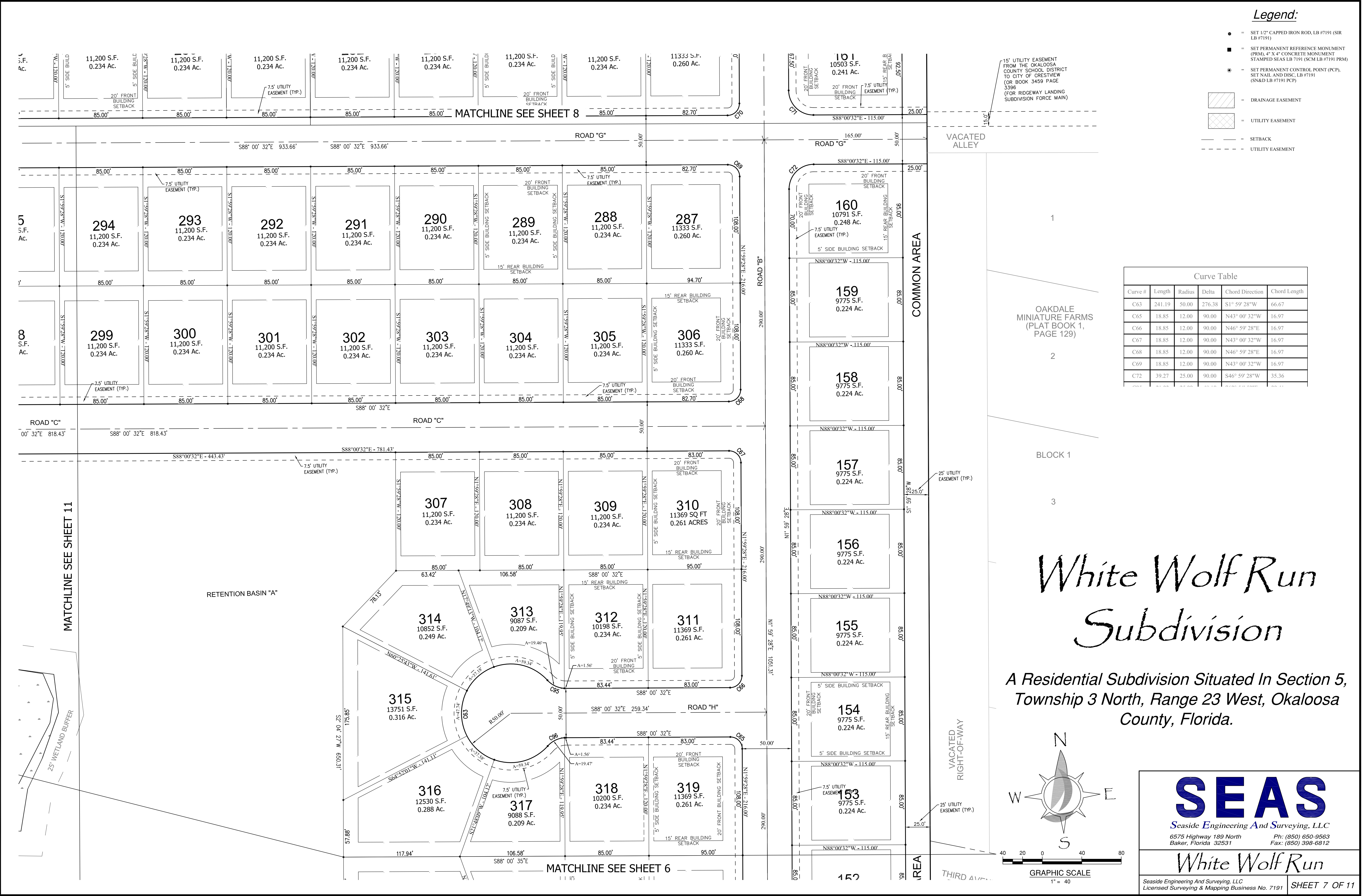
White Wolf Run

Seaside Engineering And Surveying, LLC  
Licensed Surveying & Mapping Business No. 7191

SHEET 6 OF 11









Legend:

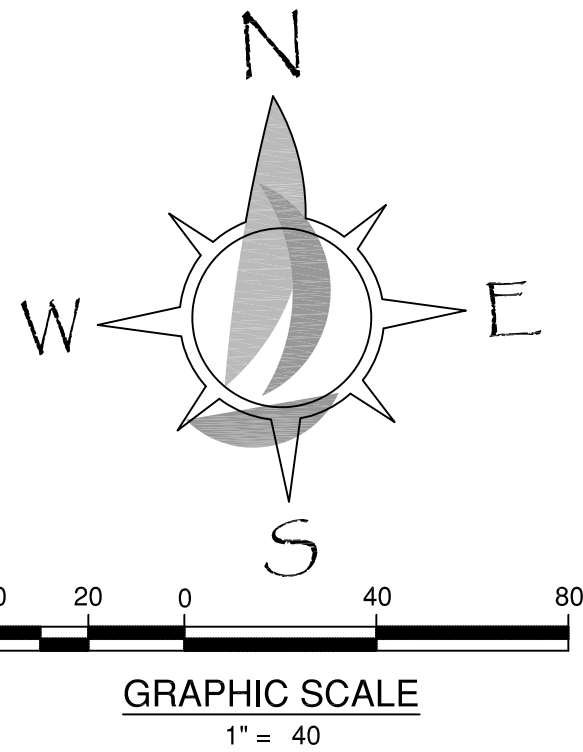
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- ▩ UTILITY EASEMENT
- SETBACK
- - - UTILITY EASEMENT

| Curve Table |        |        |       |                 |              |
|-------------|--------|--------|-------|-----------------|--------------|
| Curve #     | Length | Radius | Delta | Chord Direction | Chord Length |
| C70         | 18.85  | 12.00  | 90.00 | N46° 59' 28"E   | 16.97        |
| C71         | 39.27  | 25.00  | 90.00 | S43° 00' 32"E   | 35.36        |
| C73         | 18.85  | 12.00  | 90.00 | N43° 00' 32"W   | 16.97        |
| C74         | 18.85  | 12.00  | 90.00 | N46° 59' 28"E   | 16.97        |
| C75         | 18.85  | 12.00  | 90.00 | N43° 00' 32"W   | 16.97        |
| C76         | 18.85  | 12.00  | 90.00 | N46° 59' 28"E   | 16.97        |



# White Wolf Run Subdivision

A Residential Subdivision Situated In Section 5,  
Township 3 North, Range 23 West, Okaloosa  
County, Florida.



**SEAS**  
Seaside Engineering And Surveying, LLC  
6575 Highway 189 North  
Baker, Florida 32531  
Ph: (850) 650-9563  
Fax: (850) 398-6812

White Wolf Run

Seaside Engineering And Surveying, LLC  
Licensed Surveying & Mapping Business No. 7191 SHEET 8 OF 11



Legend:

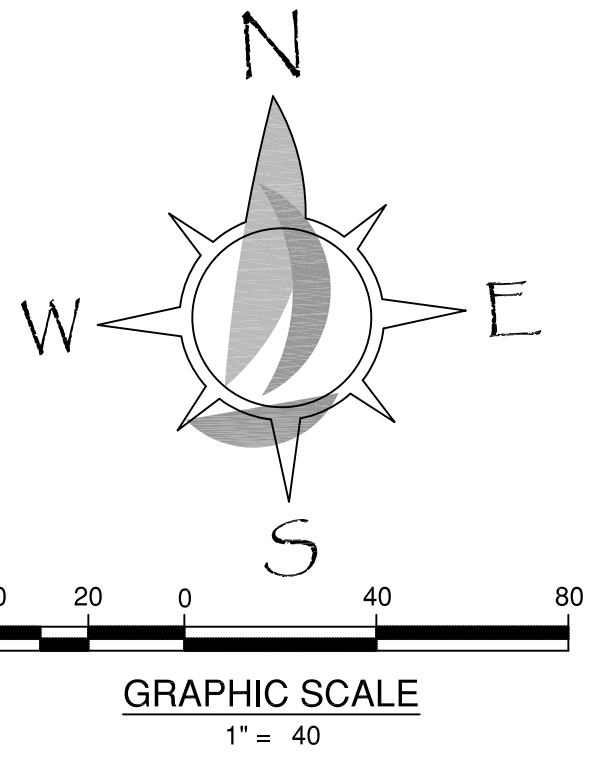
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-  = DRAINAGE EASEMENT
-  = UTILITY EASEMENT
- = SETBACK
- - - = UTILITY EASEMENT

| Curve Table |        |        |       |                 |              |
|-------------|--------|--------|-------|-----------------|--------------|
| Curve #     | Length | Radius | Delta | Chord Direction | Chord Length |
| C77         | 18.85  | 12.00  | 90.00 | N43° 00' 32"W   | 16.97        |
| C78         | 18.85  | 12.00  | 90.00 | N46° 59' 28"E   | 16.97        |
| C79         | 142.72 | 91.00  | 89.86 | N42° 56' 19"W   | 128.54       |
| C97         | 181.93 | 116.00 | 89.86 | N42° 56' 19"W   | 163.85       |
| C98         | 221.14 | 141.00 | 89.86 | N42° 56' 19"W   | 199.16       |



# White Wolf Run Subdivision

A Residential Subdivision Situated In Section 5,  
Township 3 North, Range 23 West, Okaloosa  
County, Florida.



## SEAS

Seaside Engineering And Surveying, LLC  
6575 Highway 189 North  
Baker, Florida 32531  
Ph: (850) 650-9563  
Fax: (850) 398-6812

### White Wolf Run

Seaside Engineering And Surveying, LLC  
Licensed Surveying & Mapping Business No. 7191

SHEET 9 OF 11



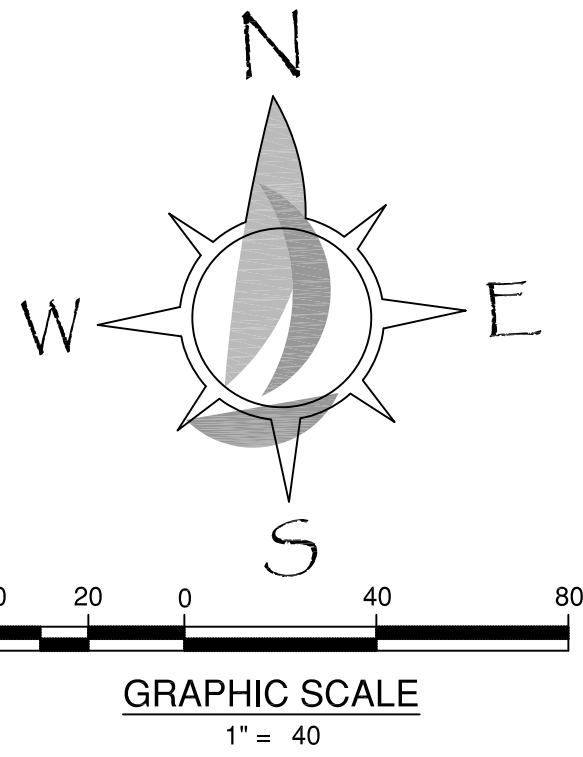
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-  = UTILITY EASEMENT
- — — = SETBACK
- - - - - = UTILITY EASEMENT

| Curve Table |        |        |       |                 |              |
|-------------|--------|--------|-------|-----------------|--------------|
| Curve #     | Length | Radius | Delta | Chord Direction | Chord Length |
| C80         | 142.76 | 91.00  | 89.89 | S47° 11' 18"W   | 128.57       |
| C81         | 18.90  | 12.00  | 90.25 | S42° 52' 55"E   | 17.01        |
| C82         | 18.80  | 12.00  | 89.75 | S47° 07' 05"W   | 16.93        |
| C99         | 181.98 | 116.00 | 89.89 | S47° 11' 18"W   | 163.89       |
| C100        | 221.20 | 141.00 | 89.89 | S47° 11' 18"W   | 199.21       |

# White Wolf Run Subdivision

A Residential Subdivision Situated In Section 5,  
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Baker, Florida 32531

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Fax: (850) 398-6812

## White Wolf Run

Seaside Engineering And Surveying, LLC  
Licensed Surveying & Mapping Business No. 7191

SHEET 10 OF 11







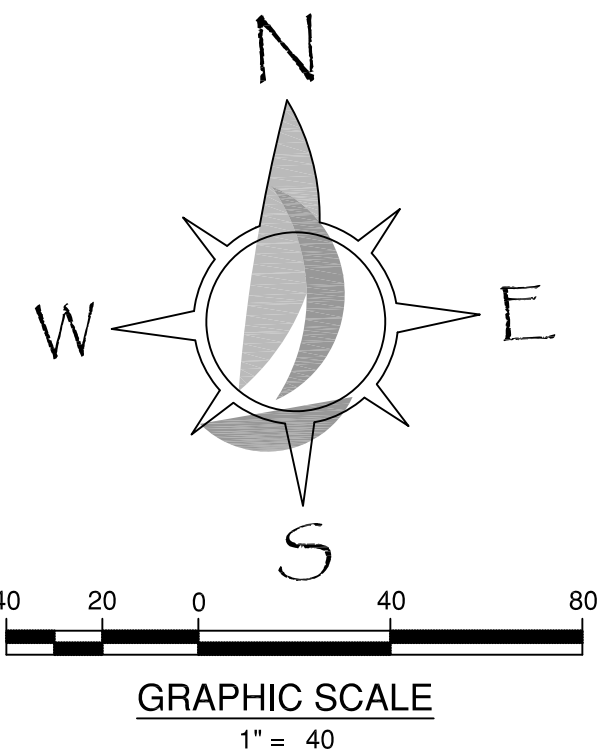
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- = SETBACK
- - - - = UTILITY EASEMENT

| Curve Table |        |        |       |                 |              |
|-------------|--------|--------|-------|-----------------|--------------|
| Curve #     | Length | Radius | Delta | Chord Direction | Chord Length |
| C83         | 18.90  | 12.00  | 90.25 | S42° 52' 55"E   | 17.01        |
| C84         | 18.80  | 12.00  | 89.75 | S47° 07' 05"W   | 16.93        |
| C85         | 18.90  | 12.00  | 90.25 | S42° 52' 55"E   | 17.01        |
| C86         | 18.80  | 12.00  | 89.75 | S47° 07' 05"W   | 16.93        |
| C87         | 18.90  | 12.00  | 90.25 | N42° 52' 55"W   | 17.01        |
| C88         | 18.80  | 12.00  | 89.75 | N47° 07' 05"E   | 16.93        |
| C89         | 18.90  | 12.00  | 90.25 | S42° 52' 55"E   | 17.01        |
| C90         | 18.80  | 12.00  | 89.75 | S47° 07' 05"W   | 16.93        |

# White Wolf Run Subdivision

A Residential Subdivision Situated In Section 5,  
Township 3 North, Range 23 West, Okaloosa  
County, Florida.



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6575 Highway 189 North  
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Ph: (850) 650-9563  
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White Wolf Run  
Seaside Engineering And Surveying, LLC  
Licensed Surveying & Mapping Business No. 7191

SHEET 11 OF 11



# Staff Report

CITY COUNCIL MEETING DATE: June 12, 2023

TYPE OF AGENDA ITEM: Action Item

---

TO: Mayor and City Council  
CC: City Manager, City Clerk, Staff and Attorney  
FROM: Nicholas Schwendt, Senior Planner, Barry Henderson, Development Services Director  
DATE: 6/8/2023  
SUBJECT: Conceptual Plat - Cherry Brook Subdivision

---

**BACKGROUND:**

Staff received the initial application for the Cherry Brook subdivision on October 18, 2022. It has since gone through staff review and all major comments have been addressed. The remaining comments are minor and will not affect the overall layout and scope proposed in the provided conceptual plat documents.

**DISCUSSION:**

This subdivision is proposed south of Point Center Road, which is south of Antioch Elementary School on Whitehurst Lane. The subdivision proposes to connect to Garrett Pit Road, and, as such, Garrett Pit Road will be improved to a paved road, per Okaloosa County standards. The subdivision proposes 106 lots, which is within the allowed density provided by the zoning district and future land use designation.

The Planning and Development Board recommended approval of this plat on June 5, 2023.

**GOALS & OBJECTIVES**

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

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

*Financial Sustainability-* Achieve long term financial sustainability

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

*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**

Approval of the conceptual plat will lead to the development of a subdivision that will have a positive future impact, including: impact fees, building permit fees and utility usage fees.

**RECOMMENDED ACTION**

Staff respectfully requests a motion to approve the conceptual plat for Cherry Brook Subdivision.

**Attachments**

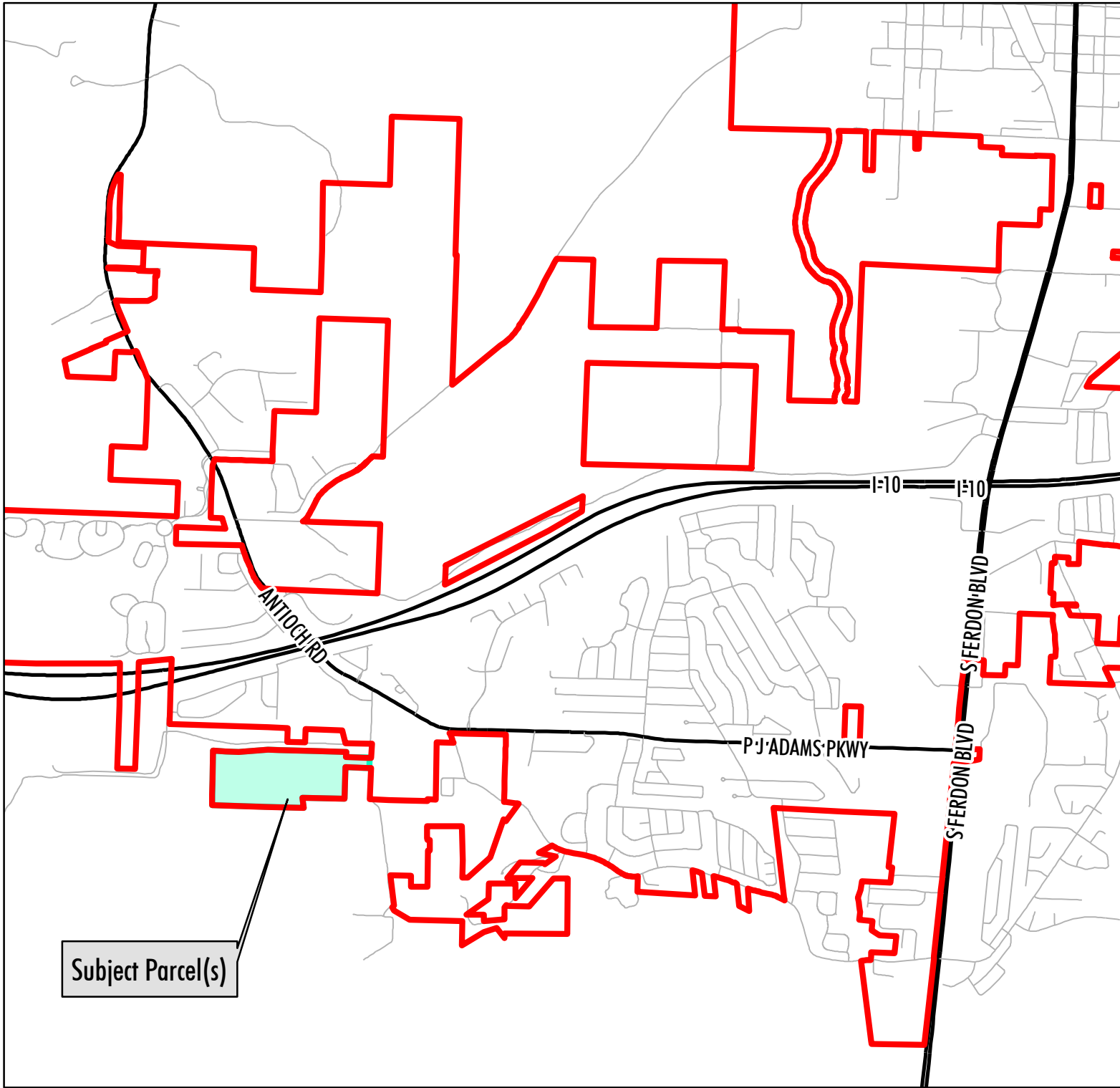
1. Vicinity Map (1)
2. 190654.02 Cherry Brook Plat (01-10-23)



# Vicinity Map



Not to Scale



Subject Parcel(s)

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



# Cherry Brook Subdivision

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

*A RESIDENTIAL SUBDIVISION IN SECTIONS 35 & 36, TOWNSHIP 3 NORTH, RANGE 24 WEST  
AND IN SECTION 2, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA*

## County Commissioners Approval:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHAIRMAN \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

## Statement By Okaloosa County:

THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS HAS NOT ACCEPTED ANY ROADS, EASEMENTS, PARKS OR DRAINAGE STRUCTURES OR EASEMENTS SHOWN ON THIS PLAT OTHER THAN UTILITY EASEMENTS AND UTILITY STRUCTURES. THESE IMPROVEMENTS WILL NOT BE ACCEPTED BY THE BOARD UNLESS AND UNTIL THE PROVISIONS OF SECTION 6.01.053 (THE LAND DEVELOPMENT CODE) HAVE BEEN COMPLETED AND COMPLIED WITH.

## County Engineer's Approval:

PRESENTED TO AND APPROVED BY THE COUNTY ENGINEER OF OKALOOSA COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

EDWIN SANGUYO, P.E.  
COUNTY ENGINEER

## County Surveyor's Certificate:

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE COUNTY SURVEYOR OF OKALOOSA COUNTY, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177.011-177.151 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CLAYTON JOHNSON, PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 7178  
COUNTY LAND SURVEYOR

## Certification by Tax Collector:

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID FOR THE TAX YEAR \_\_\_\_\_ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BEN ANDERSON, TAX COLLECTOR  
OKALOOSA COUNTY, FLORIDA

## County Clerk Certificate of Recording:

J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

J.D. PEACOCK II  
CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA

## Surveyor's Certificate:

STATE OF FLORIDA, COUNTY OF OKALOOSA

I, ALLEN E. TUCKER, DO HEREBY CERTIFY THAT A SURVEY OF THE LANDS WITHIN THE BOUNDARY OF THIS PLAT HAS BEEN MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THE SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES; THAT P.R.M.'S HAVE BEEN SET AS SHOWN AND THAT P.C.P.'S WILL BE SET AS SHOWN AT SUCH TIME WHEN IMPROVEMENTS ARE COMPLETE OR WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

ALLEN E. TUCKER, PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 4584  
GUSTIN, COTHERN & TUCKER, INC. L.B. NO. 3501  
121 HART STREET, NICEVILLE, FLORIDA 32578  
PHONE: (850) 678-5141 FAX: (850) 729-2460

Prepared: June 2022

## PREPARED BY:

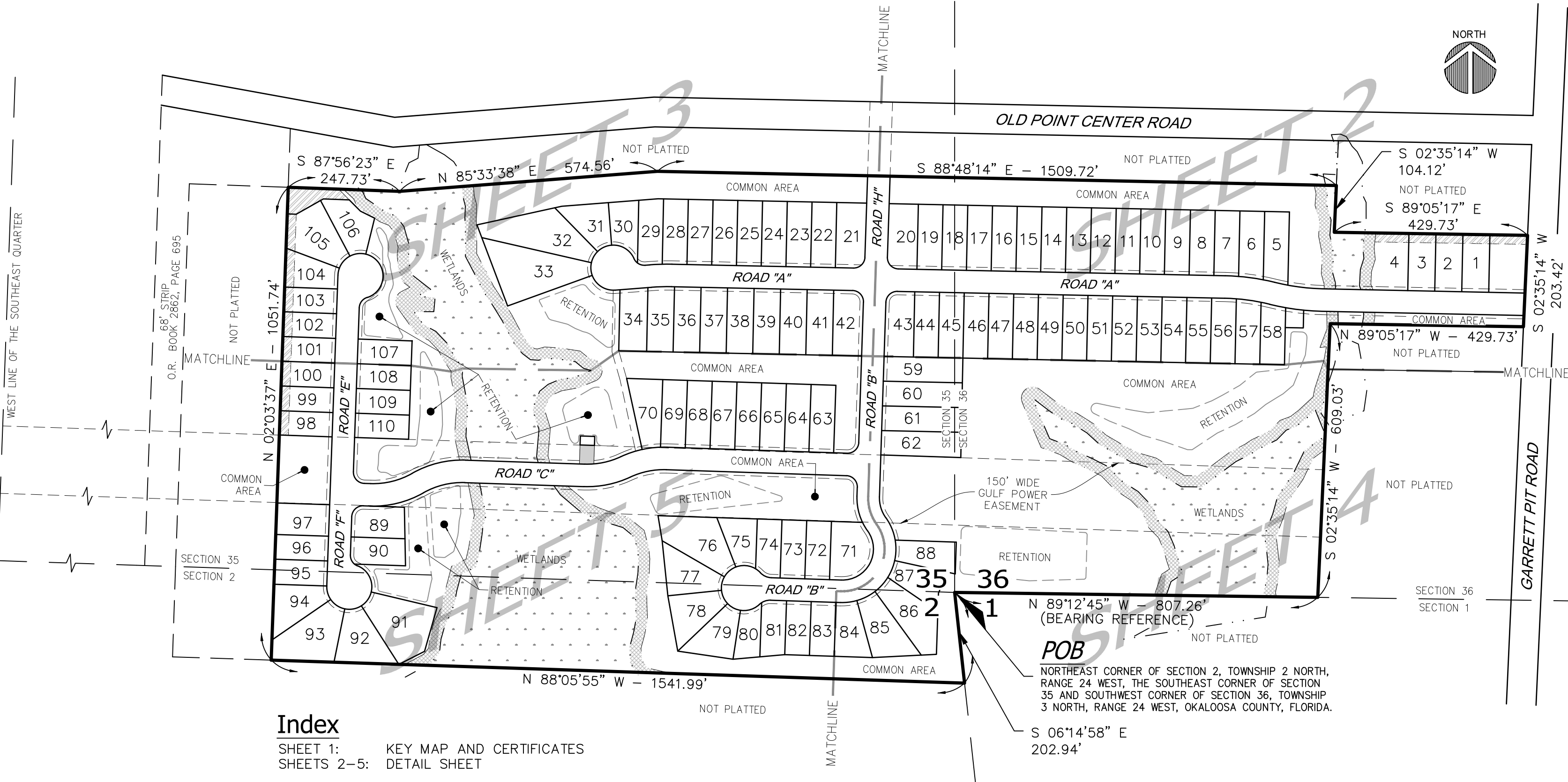
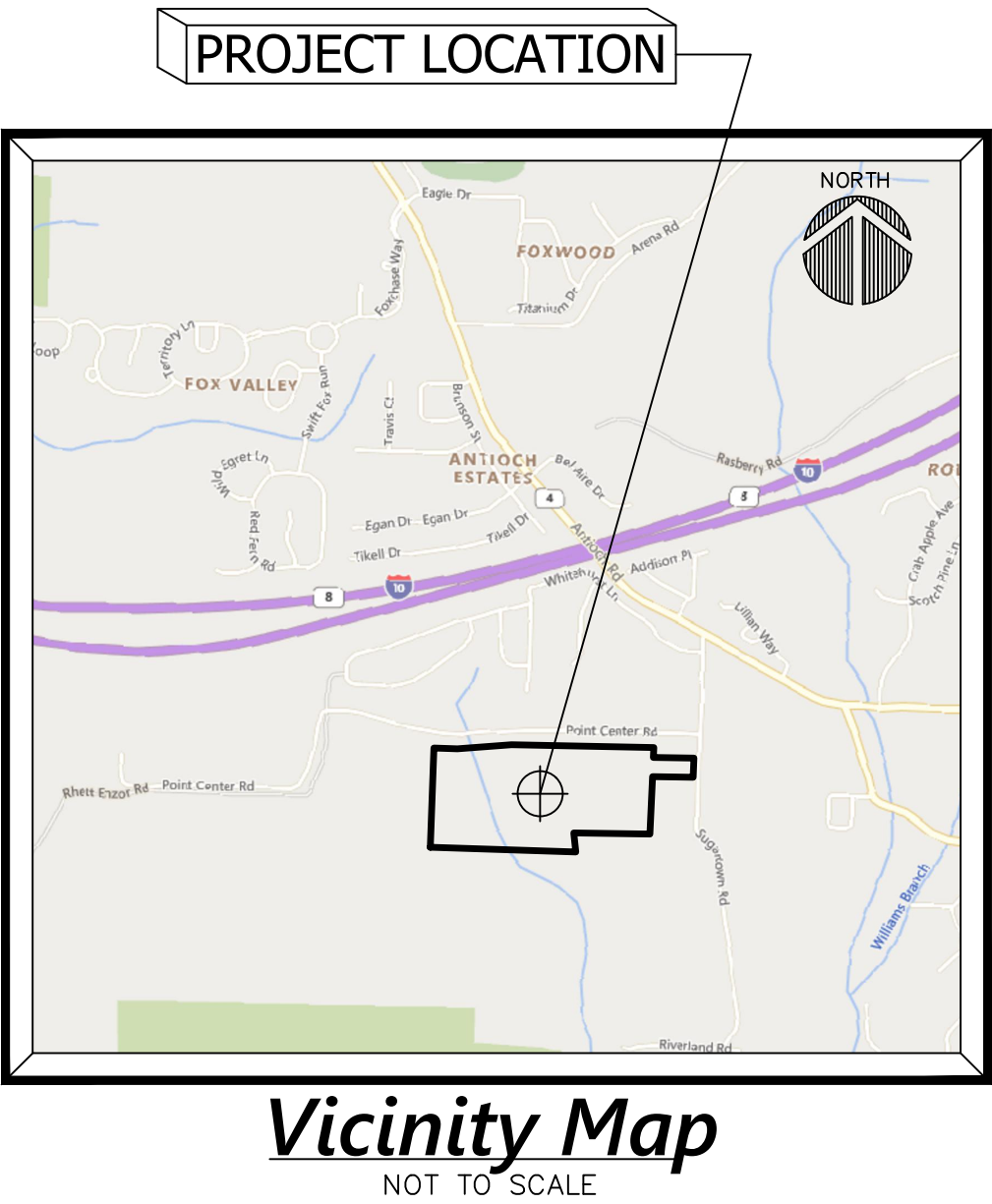


Gustin, Cothorn & Tucker, Inc.  
Land Surveying and Mapping  
121 Hart Street Niceville, FL 32578 (850) 678-5141

Cherry Brook Subdivision  
SHEET 1 OF 5

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

190654.02



## Index

SHEET 1: KEY MAP AND CERTIFICATES  
SHEETS 2-5: DETAIL SHEET

## Key Map

NOT TO SCALE

## Legal Description (Official Records Book 3402, Page 4836):

A PORTION OF THE PARCEL DESCRIBED IN O.R. BOOK 3215, PAGE 2873, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA LYING IN SECTIONS 35 AND 36, TOWNSHIP 3 NORTH, RANGE 24 WEST AND SECTION 2, TOWNSHIP 2 NORTH, RANGE 24 WEST DESCRIBED AS FOLLOWS: BEGIN AT A LIGHT WOOD STAKE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA SAME BEING THE SOUTHEAST CORNER OF SECTION 35 AND THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 24 WEST; THENCE SOUTH 06 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 202.94 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 55 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 1541.99 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 37 SECONDS EAST THROUGH SAID SECTION 2 AND INTO SAID SECTION 35 A DISTANCE OF 1051.74 FEET (SAID LINE IS PARALLEL WITH AND 1113.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35); THENCE SOUTH 87 DEGREES 56 MINUTES 23 SECONDS EAST A DISTANCE OF 247.73 FEET; THENCE NORTH 85 DEGREES 33 MINUTES 38 SECONDS EAST A DISTANCE OF 574.56 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 14 SECONDS EAST A DISTANCE OF 1509.72 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 14 SECONDS WEST A DISTANCE OF 104.12 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 17 SECONDS EAST A DISTANCE OF 429.73 FEET TO THE WEST RIGHT OF WAY OF GARRETT PIT ROAD, A 66 FEET WIDE RIGHT OF WAY DESCRIBED IN O.R. BOOK 2450, PAGE 202; THENCE SOUTH 02 DEGREES 35 MINUTES 14 SECONDS WEST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 203.42 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 17 SECONDS WEST A DISTANCE OF 429.73 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 14 SECONDS WEST A DISTANCE OF 609.03 FEET TO A CONCRETE MONUMENT PSM 4418, SAID MONUMENT BEING ON THE SOUTH LINE OF AFORESAID SECTION 36, A DISTANCE OF 807.26 FEET TO THE POINT OF BEGINNING. SAID TRACT SUBJECT TO A 150 FEET WIDE GULF POWER COMPANY TRANSMISSION LINE EASEMENT. BEARINGS BASED ON NORTH 88 DEGREES 05 MINUTES 55 SECONDS WEST ON THE SOUTH LINE OF SAID SECTION 35.

## Surveyor's Notes:

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 36, T3N, R24W, SAID LINE BEARING N 89°12'45" W, AS DETERMINED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 BASED ON NATIONAL GEODETIC CONTROL NETWORKS AND CONTINUOUSLY OPERATING REFERENCE STATIONS.
- CAPTIONS WHICH APPEAR OUTSIDE THE PLATTED SUBDIVISION ARE FOR CONVENIENCE ONLY. NO CONVEYANCE OR PROMISE TO CONVEY ANY LANDS OR ANY INTEREST IN LANDS OUTSIDE THE SUBDIVISION IS INTENDED OR IMPLIED.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL LOT CORNERS SHOWN ON THIS PLAT HAVE BEEN SET IN THE FIELD WITH CAPPED IRON RODS OR PERMANENT CONTROL POINTS (NAIL & DISC.) MARKED CORPORATION NUMBER 3501.
- THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 6J-17 (FORMERLY CHAPTER 61G17-6) OF THE FLORIDA STATUTES CHAPTER 472.027. GCT SURVEY E13010-135007B.
- L1 DENOTES LINE NUMBER 1 AND CORRESPONDING LINE DATUM AS SHOWN IN THE LINE TABLE.
- C1 DENOTES CURVE NUMBER 1, CORRESPONDING CURVE DATUM AS SHOWN IN THE CURVE TABLE AND DISTANCES. SHOWN ALONG CURVED LINES ARE ARC LENGTHS.

## Dedication:

KNOW ALL MEN BY THESE PRESENTS THAT GEC CHERRY BROOK, LLC, UNDER THE LAWS OF THE STATE OF FLORIDA AND AS OWNER AND DEVELOPER OF THE LANDS HEREON PLATTED AS "CHERRY BROOK SUBDIVISION", DOES HEREBY DEDICATE IN FEE SIMPLE, ALL COMMON AREAS AS SHOWN HEREON TO CHERRY BROOK HOMEOWNERS ASSOCIATION, INC. GEC CHERRY BROOK, LLC DOES ALSO HEREBY DEDICATE IN FEE SIMPLE, ALL RIGHT-OF-WAYS AS SHOWN HEREON TO THE CITY OF CRESTVIEW. FURTHERMORE, GEC CHERRY BROOK, LLC DOES HEREBY GRANT A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, AND REPAIR OF VARIOUS UTILITIES, INCLUDING, BUT NOT LIMITED TO, CENTURYLINK, COX COMMUNICATIONS, FLORIDA POWER AND LIGHT COMPANY, OKALOOSA GAS DISTRICT, AND OKALOOSA COUNTY WATER AND SEWER, OVER THE RIGHTS-OF-WAY, COMMON AREAS, AND EASEMENTS AS SHOWN HEREON. GEC CHERRY BROOK, LLC DOES HEREBY REQUEST THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

PATRICK S. DAVIS, MANAGER  
GEC CHERRY BROOK, LLC

## Acknowledgment to Dedication:

STATE OF FLORIDA, COUNTY OF OKALOOSA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 BY PATRICK S. DAVIS AS MANAGER OF GEC CHERRY BROOK, LLC, WHO PRODUCED \_\_\_\_\_ AS IDENTIFICATION OR WHO IS PERSONALLY KNOWN.

NOTARY PUBLIC - STATE OF FLORIDA  
PRINT NAME: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

## Title Opinion:

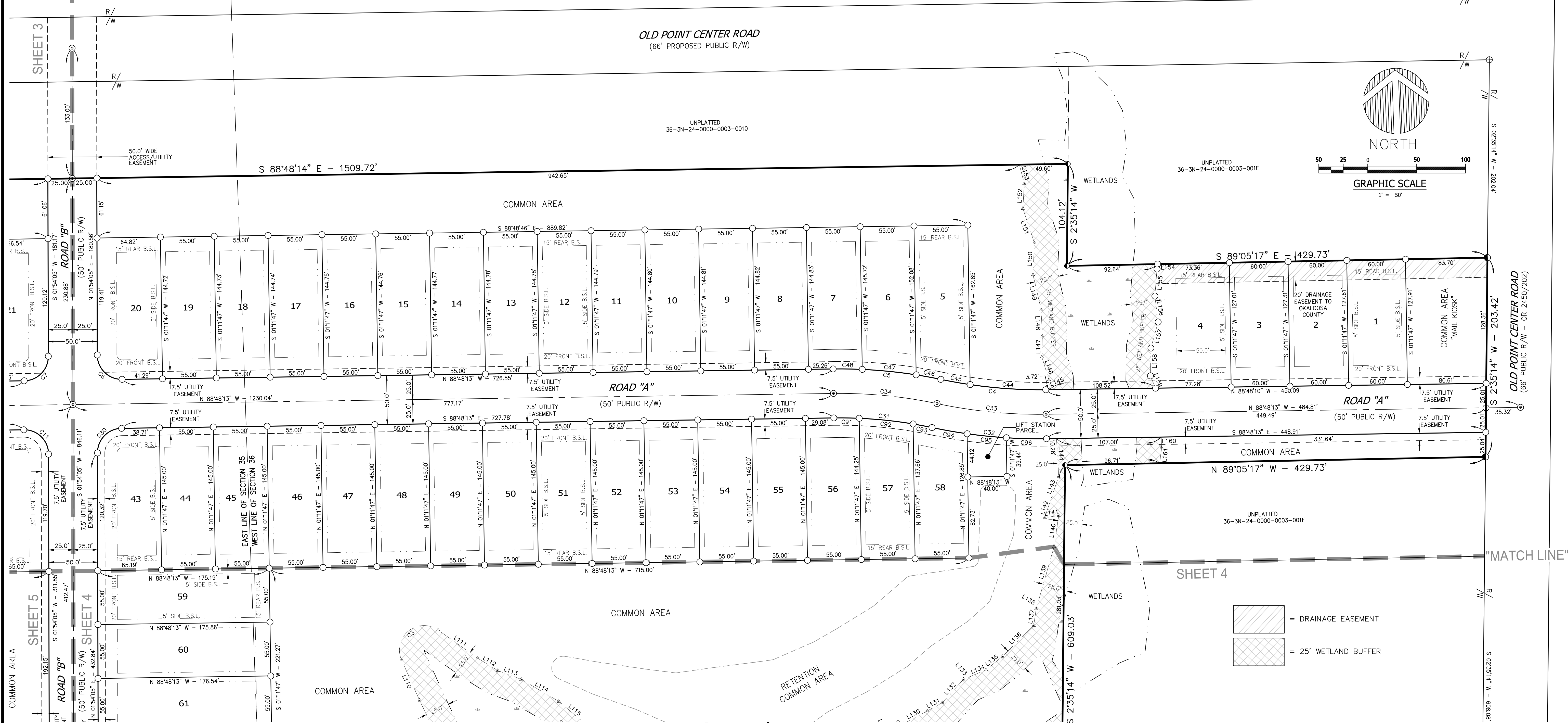
IT IS THE OPINION OF THE THE UNDERSIGNED ATTORNEY AT LAW, LICENSED IN THE STATE OF FLORIDA, THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAMES OF THE DEDICATORS AS SHOWN HEREON AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND.

SCOTT M. CAMPBELL, ATTORNEY AT LAW  
CLARK, PARTINGTON & HART



# Cherry Brook Subdivision

A RESIDENTIAL SUBDIVISION IN SECTIONS 35 & 36, TOWNSHIP 3 NORTH, RANGE 24 WEST  
AND IN SECTION 2, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA



| CURVE TABLE |            |         |             |               |         |
|-------------|------------|---------|-------------|---------------|---------|
| CURVE#      | ARC LENGTH | RADIUS  | DELTA ANGLE | BEARING       | CHORD   |
| C3          | 65.20'     | 25.00'  | 149°25'10"  | N 52°40'17" E | 48.23'  |
| C4          | 107.94'    | 500.00' | 12°22'10"   | N 82°17'54" W | 107.73' |
| C5          | 110.74'    | 500.00' | 12°41'24"   | N 82°27'31" W | 110.52' |
| C6          | 39.58'     | 25.00'  | 90°42'18"   | S 43°27'04" E | 35.57'  |
| C7          | 38.96'     | 25.00'  | 89°17'42"   | S 46°32'56" W | 35.14'  |
| C11         | 39.58'     | 25.00'  | 90°42'18"   | S 43°27'04" E | 35.57'  |
| C30         | 38.96'     | 25.00'  | 89°17'42"   | S 46°32'56" W | 35.14'  |
| C31         | 100.94'    | 450.00' | 12°51'09"   | S 82°22'39" E | 100.73' |
| C32         | 117.77'    | 525.00' | 12°51'09"   | S 82°22'39" E | 117.52' |
| C33         | 112.16'    | 500.00' | 12°51'09"   | S 82°22'39" W | 111.92' |
| C34         | 106.15'    | 475.00' | 12°51'09"   | S 82°22'39" W | 106.13' |
| C44         | 77.49'     | 500.00' | 08°52'46"   | N 84°02'36" W | 77.41'  |
| C45         | 30.46'     | 500.00' | 03°29'24"   | N 77°51'31" W | 30.45'  |
| C46         | 25.59'     | 500.00' | 02°55'59"   | N 77°34'48" W | 25.59'  |
| C47         | 55.39'     | 500.00' | 06°20'51"   | N 82°13'13" W | 55.37'  |
| C48         | 29.75'     | 500.00' | 03°24'34"   | N 87°05'56" W | 29.75'  |
| C91         | 25.94'     | 450.00' | 03°18'09"   | S 87°09'08" E | 25.94'  |
| C92         | 55.43'     | 450.00' | 07°03'26"   | S 81°58'20" E | 55.39'  |
| C93         | 19.58'     | 450.00' | 02°28'33"   | S 77°11'51" E | 19.57'  |
| C94         | 36.49'     | 525.00' | 03°58'55"   | S 77°56'32" E | 36.48'  |
| C95         | 40.28'     | 525.00' | 04°23'46"   | S 82°07'53" E | 40.27'  |
| C96         | 41.00'     | 525.00' | 04°28'27"   | S 86°34'00" E | 40.99'  |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | BEARING       | LENGTH |
| L110       | N 22°02'18" W | 45.10' |
| L111       | S 52°37'08" E | 49.46' |
| L112       | S 56°08'33" E | 24.34' |
| L113       | S 67°34'17" E | 25.62' |
| L114       | S 57°36'36" E | 44.53' |
| L115       | S 47°31'06" E | 36.14' |
| L130       | N 64°02'40" E | 27.67' |
| L131       | N 63°09'59" E | 17.60' |
| L132       | N 44°19'38" E | 32.25' |
| L133       | N 69°22'40" E | 10.22' |
| L134       | N 69°22'40" E | 14.66' |
| L135       | N 52°37'14" E | 21.67' |
| L136       | N 47°24'24" E | 44.93' |
| L137       | N 10°28'09" E | 17.31' |
| L138       | N 18°07'20" E | 10.13' |
| L139       | N 18°07'20" E | 55.84' |
| L140       | N 10°24'49" E | 32.19' |
| L141       | S 83°08'43" W | 14.44' |
| L142       | N 20°44'42" E | 19.51' |
| L143       | N 20°44'42" E | 25.06' |
| L144       | N 01°19'23" W | 38.62' |
| L145       | N 00°40'29" W | 10.12' |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | BEARING       | LENGTH |
| L146       | N 15°01'37" W | 24.31' |
| L147       | N 03°02'28" E | 21.42' |
| L148       | N 00°17'55" W | 26.84' |
| L149       | N 11°07'37" W | 36.85' |
| L150       | N 04°37'46" E | 32.30' |
| L151       | N 16°23'06" W | 37.28' |
| L152       | N 05°09'24" E | 25.40' |
| L153       | N 12°22'42" W | 20.04' |
| L154       | S 08°54'20" W | 5.10'  |
| L155       | S 08°30'21" W | 27.67' |
| L156       | S 05°10'34" E | 26.68' |
| L157       | S 17°31'18" W | 27.67' |
| L158       | S 03°01'27" W | 28.31' |
| L159       | S 20°30'43" E | 13.64' |
| L160       | S 00°03'40" E | 11.11' |
| L161       | S 09°20'20" W | 15.73' |

## Legend

- = SET 1/2" CAPPED IRON ROD, (L.B. #3501) (P.R.M.)
- ⊙ = SET PERMANENT CONTROL POINT, (P.C.P.) (NAIL AND DISK L.B. #3501)
- = SET 1/2" CAPPED IRON ROD, (L.B. #3501)
- ⊠ = FCM ROUND CONCRETE MONUMENT, (L.B. #4418)
- ⊞ = FCM 4"x4" CONCRETE MONUMENT, (NO IDENTIFICATION)
- = FCM 4"x4" CONCRETE MONUMENT, (L.B. #3420)
- P.C.P. = PERMANENT CONTROL POINT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT OF WAY
- C/L = CENTERLINE
- (°) = DEGREES
- (') = MINUTES OR FEET
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- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- O.R. = OFFICIAL RECORDS
- No. OR # = NUMBER

- POB = POINT OF BEGINNING
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- L.B. = LAND SURVEYING BUSINESS
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- N = NORTH OR NORTHING
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- D = DELTA (CENTRAL ANGLE)
- CB = CHORD BEARING (DIRECTION)
- C = CHORD LENGTH
- C1-C9 = CURVE & LETTER TO CURVE TABLE
- L1-L2 = LINE & NUMBER TO LINE TABLE
- B.S.L. = BUILDING SETBACK LINE
- FIR = FOUND 1/2" CAPPED IRON ROD
- FCM = FOUND 4"x4" CONCRETE MONUMENT
- OHU = OVERHEAD UTILITIES
- H.O.A. = HOMEOWNER ASSOCIATION

## Building Setbacks

FRONT: 20 FEET  
REAR: 15 FEET  
SIDE: 5 FEET

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Prepared: June 2022

**PREPARED BY:**

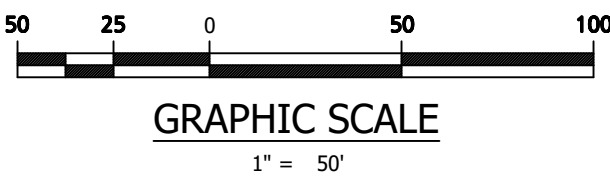
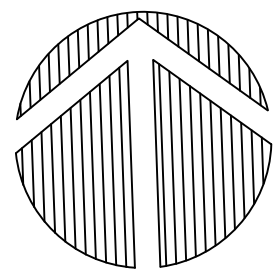
**Gustin, Cotham & Tucker, Inc.**  
Land Surveying and Mapping  
121 Hart Street Niceville, FL 32578 (850) 678-5141

**Cherry Brook Subdivision**  
**SHEET 2 OF 5**



# Cherry Brook Subdivision

A RESIDENTIAL SUBDIVISION IN SECTIONS 35 & 36, TOWNSHIP 3 NORTH, RANGE 24 WEST  
AND IN SECTION 2, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA

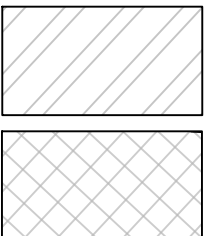


| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | BEARING       | LENGTH |
| L18        | N 02°51'27" E | 39.92' |
| L19        | N 05°52'56" E | 22.60' |
| L20        | N 08°30'47" W | 28.65' |
| L21        | N 10°51'34" W | 44.63' |
| L22        | N 04°27'47" E | 11.89' |
| L23        | N 34°08'41" W | 29.94' |
| L24        | N 28°33'54" W | 26.28' |
| L25        | N 43°41'37" W | 29.35' |
| L26        | N 61°33'42" W | 33.60' |
| L27        | N 35°25'42" W | 11.93' |
| L28        | N 35°25'42" W | 41.26' |
| L29        | N 35°25'42" W | 15.93' |
| L30        | N 63°21'19" E | 20.01' |
| L31        | N 52°01'10" W | 21.05' |
| L32        | N 15°27'23" E | 35.71' |
| L33        | N 04°31'14" W | 24.27' |
| L34        | N 06°30'45" E | 17.88' |
| L35        | N 15°57'01" W | 20.31' |
| L36        | N 15°46'48" W | 15.43' |
| L37        | N 36°47'02" W | 17.34' |
| L38        | N 68°12'08" W | 22.63' |
| L39        | N 55°06'02" W | 22.50' |
| L40        | N 55°24'30" W | 23.83' |
| L41        | N 55°24'30" W | 14.81' |
| L42        | N 25°17'11" W | 17.48' |
| L43        | N 46°51'57" W | 31.16' |
| L44        | S 05°29'19" E | 9.52'  |
| L45        | S 05°29'19" E | 14.03' |
| L46        | S 15°02'28" E | 19.67' |
| L47        | S 02°06'12" W | 30.10' |
| L48        | S 02°28'45" E | 21.14' |
| L49        | S 00°49'29" E | 39.31' |
| L50        | S 01°00'44" W | 18.38' |
| L51        | S 27°47'10" E | 44.18' |
| L52        | S 27°47'10" E | 4.50'  |
| L53        | S 26°52'25" E | 33.28' |
| L54        | S 33°32'01" E | 38.42' |
| L55        | S 31°23'24" E | 37.42' |
| L56        | S 28°00'38" E | 26.58' |
| L57        | S 28°00'44" E | 34.59' |
| L58        | S 42°08'01" E | 17.60' |
| L59        | S 52°32'24" E | 12.32' |
| L60        | S 86°06'47" E | 6.60'  |
| L61        | N 74°45'51" E | 16.23' |
| L62        | S 66°45'14" E | 34.30' |
| L63        | S 81°00'20" E | 45.17' |
| L64        | S 50°41'25" E | 25.01' |
| L65        | S 73°19'46" E | 12.40' |
| L66        | S 67°31'57" W | 39.66' |
| L67        | S 79°57'34" W | 37.91' |
| L68        | S 67°14'12" W | 18.99' |
| L69        | S 50°47'24" W | 14.69' |
| L70        | S 23°46'30" W | 18.84' |
| L71        | S 10°53'53" W | 9.64'  |
| L72        | S 17°25'35" E | 41.84' |

"MATCH LINE"

## Legend

- = SET 1/2" CAPPED IRON ROD, (L.B. #3501) (P.R.M.)
- ⊙ = SET PERMANENT CONTROL POINT, (P.C.P.) (NAIL AND DISK L.B. #3501)
- = SET 1/2" CAPPED IRON ROD, (L.B. #3501)
- ▣ = FCM 4"x4" CONCRETE MONUMENT, (L.B. #4418)
- ▣ = FCM 4"x4" CONCRETE MONUMENT, (NO IDENTIFICATION)
- ▣ = FCM 4"x4" CONCRETE MONUMENT, (L.B. #3420)
- P.C.P. = PERMANENT CONTROL POINT
- P.R.M. = PERMANENT REFERENCE MONUMENT
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- (') = MINUTES OR FEET
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= DRAINAGE EASEMENT  
= 25' WETLAND BUFFER

| CURVE TABLE |            |         |             |               |        |
|-------------|------------|---------|-------------|---------------|--------|
| CURVE#      | ARC LENGTH | RADIUS  | DELTA ANGLE | BEARING       | CHORD  |
| C1          | 43.10'     | 25.00'  | 98°47'00"   | N 13°57'49" E | 37.96' |
| C2          | 61.46'     | 25.00'  | 140°51'43"  | S 02°53'54" E | 47.11' |
| C6          | 39.58'     | 25.00'  | 90°42'18"   | N 43°27'04" W | 35.57' |
| C7          | 38.96'     | 25.00'  | 89°17'42"   | S 46°32'56" W | 35.14' |
| C8          | 49.19'     | 500.00' | 05°38'11"   | S 88°22'42" W | 49.17' |
| C9          | 30.77'     | 25.00'  | 70°31'44"   | N 37°19'29" E | 28.87' |
| C10         | 44.27'     | 450.00' | 05°38'11"   | N 88°22'42" E | 44.25' |
| C11         | 39.58'     | 25.00'  | 90°42'18"   | S 43°27'04" E | 35.57' |
| C18         | 30.77'     | 25.00'  | 70°31'44"   | N 37°19'29" E | 28.87' |
| C30         | 38.96'     | 25.00'  | 89°17'42"   | N 46°32'56" E | 35.14' |
| C35         | 46.73'     | 475.00' | 05°38'11"   | S 88°22'42" W | 46.71' |
| C36         | 72.27'     | 100.00' | 41°24'35"   | N 73°44'06" W | 70.71' |
| C42         | 19.49'     | 50.00'  | 22°20'21"   | S 131°3'48" W | 19.37' |
| C49         | 21.59'     | 500.00' | 02°28'26"   | S 89°57'34" W | 21.59' |
| C50         | 27.60'     | 500.00' | 03°09'45"   | S 87°08'29" W | 27.59' |
| C51         | 17.94'     | 25.00'  | 41°06'55"   | N 73°52'56" W | 17.56' |
| C52         | 12.83'     | 25.00'  | 29°24'48"   | N 38°37'04" W | 12.69' |
| C53         | 61.56'     | 50.00'  | 70°32'43"   | N 59°11'02" W | 57.75' |
| C54         | 34.83'     | 50.00'  | 39°54'25"   | S 65°35'25" W | 34.13' |
| C55         | 28.59'     | 50.00'  | 32°45'55"   | S 29°15'14" W | 28.21' |
| C56         | 28.59'     | 50.00'  | 32°45'55"   | S 03°30'41" E | 28.21' |
| C57         | 65.05'     | 50.00'  | 74°32'45"   | S 57°10'01" E | 60.56' |
| C63         | 129.89'    | 50.00'  | 148°50'16"  | N 01°49'47" W | 96.33' |
| C64         | 36.27'     | 50.00'  | 41°34'02"   | S 82°58'04" W | 35.48' |
| C65         | 36.27'     | 50.00'  | 41°34'02"   | S 41°24'02" W | 35.48' |
| C66         | 16.19'     | 50.00'  | 18°33'24"   | S 11°20'20" W | 16.12' |

## Building Setbacks

FRONT: 20 FEET  
REAR: 15 FEET  
SIDE: 5 FEET

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Prepared: June 2022

## PREPARED BY:



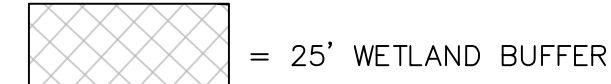
Gustin, Cothorn & Tucker, Inc.  
Land Surveying and Mapping  
121 Hart Street Niceville, FL 32578 (850) 678-5141

Cherry Brook Subdivision  
SHEET 3 OF 5



SHEET 2

— "MATCH LINE"



NORTH

### GRAPHIC SCALE

 $1'' = 50'$ 

UNPLATTED  
36-3N-24-0000-0003-001C

UNPLATTED  
36-3N-24-0000-0003-001C

| LINE TABLE |                |        |
|------------|----------------|--------|
| LINE#      | BEARING        | LENGTH |
| L126       | N 53°14'12" E  | 43.73  |
| L127       | N 62°47'18" E  | 37.21  |
| L128       | N 62°47'18" E  | 0.00   |
| L129       | N 56°01'42" E  | 17.22  |
| L130       | N 64°02'40" E  | 27.6   |
| L131       | N 63°09'59" E  | 176.1  |
| L132       | N 44°19'38" E  | 30.22  |
| L133       | N 33°22'22" E  | 10.22  |
| L134       | N 69°22'40" E  | 14.14  |
| L135       | N 52°37'14" E  | 21.61  |
| L136       | N 47°24'24" E  | 44.9   |
| L137       | N 102°08'09" E | 10.13  |
| L138       | N 18°07'20" E  | 17.33  |
| L139       | N 102°07'20" E | 55.84  |
| L140       | N 102°44" E    | 19.56  |
| L141       | S 83°08'43" W  | 14.4   |
| L142       | N 20°44'42" E  | 19.56  |
| L143       | N 20°44'42" E  | 25.05  |
| L144       | S 53°28'00" W  | 50.92  |
| L162       | S 25°55'29" W  | 33.81  |
| L163       | S 34°27'41" W  | 68.44  |
| L165       | S 15°40'39" W  | 37.22  |
| L166       | S 21°25'33" W  | 44.34  |
| L167       | S 07°19'26" E  | 31.87  |
| L168       | N 06°04'17" E  | 30.80  |
| L169       | S 45°54'41" W  | 39.53  |
| L170       | N 12°50'14" E  | 24.53  |
| L171       | S 15°06'28" E  | 9.55   |

| CURVE TABLE |            |         |             |               |        |
|-------------|------------|---------|-------------|---------------|--------|
| CURVE#      | ARC LENGTH | RADIUS  | DELTA ANGLE | BEARING       | CHORD  |
| C3          | 65.20'     | 25.00'  | 149°25'10"  | N 52°40'17" E | 48.23' |
| C12         | 39.27'     | 25.00'  | 99°00'00"   | S 46°54'03" W | 35.36' |
| C2          | 59.27'     | 25.00'  | 90°00'00"   | N 46°54'03" E | 35.36' |
| C26         | 82.11'     | 125.00' | 37°38'09"   | N 16°54'59" E | 80.64' |
| C29         | 49.27'     | 75.00'  | 37°38'09"   | N 16°54'59" E | 48.38' |
| C37         | 65.69'     | 100.00' | 37°38'09"   | N 16°54'59" E | 64.51' |
| C74         | 60.22'     | 125.00' | 27°36'07"   | S 11°53'38" E | 59.64' |
| C81         | 25.81'     | 125.00' | 27°36'07"   | S 10°43'03" E | 21.85' |
| C85         | 36.82'     | 119.00' | 17°43'49"   | N 83°02'11" E | 36.68' |
| C86         | 45.78'     | 119.00' | 21°14'49"   | N 63°17'52" E | 44.90' |
| C87         | 42.31'     | 119.00' | 20°22'14"   | N 42°14'20" E | 42.09' |
| C88         | 40.78'     | 119.00' | 19°37'57"   | N 22°14'45" E | 40.58' |
| C89         | 40.78'     | 119.00' | 22°00'06"   | N 01°25'14" E | 45.42' |
| C90         | 40.78'     | 119.00' | 19°37'57"   | N 01°25'14" E | 45.42' |

- = SET 1/2" CAPPED IRON ROD,  
(L.B. #3501) (P.R.M.)
- ⊙ = SET PERMANENT CONTROL POINT,  
(P.C.P.) (NAIL AND DISK L.B. #3501)
- = SET 1/2" CAPPED IRON ROD,  
(L.B. #3501)
- ⊠ = FCM ROUND CONCRETE MONUMENT,  
(L.B. #4418)
- ⊞ = FCM 4"x4" CONCRETE MONUMENT,  
(NO IDENTIFICATION)
- = FCM 4"x4" CONCRETE MONUMENT,  
(L.B. #3420)

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FCM = FOUND 4"x4" CONCRETE MONUMENT  
T—3N = TOWNSHIP 3 NORTH  
R24W = RANGE 24 WEST  
—OHU— = OVERHEAD UTILITIES  
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FRONT: 20 FEET  
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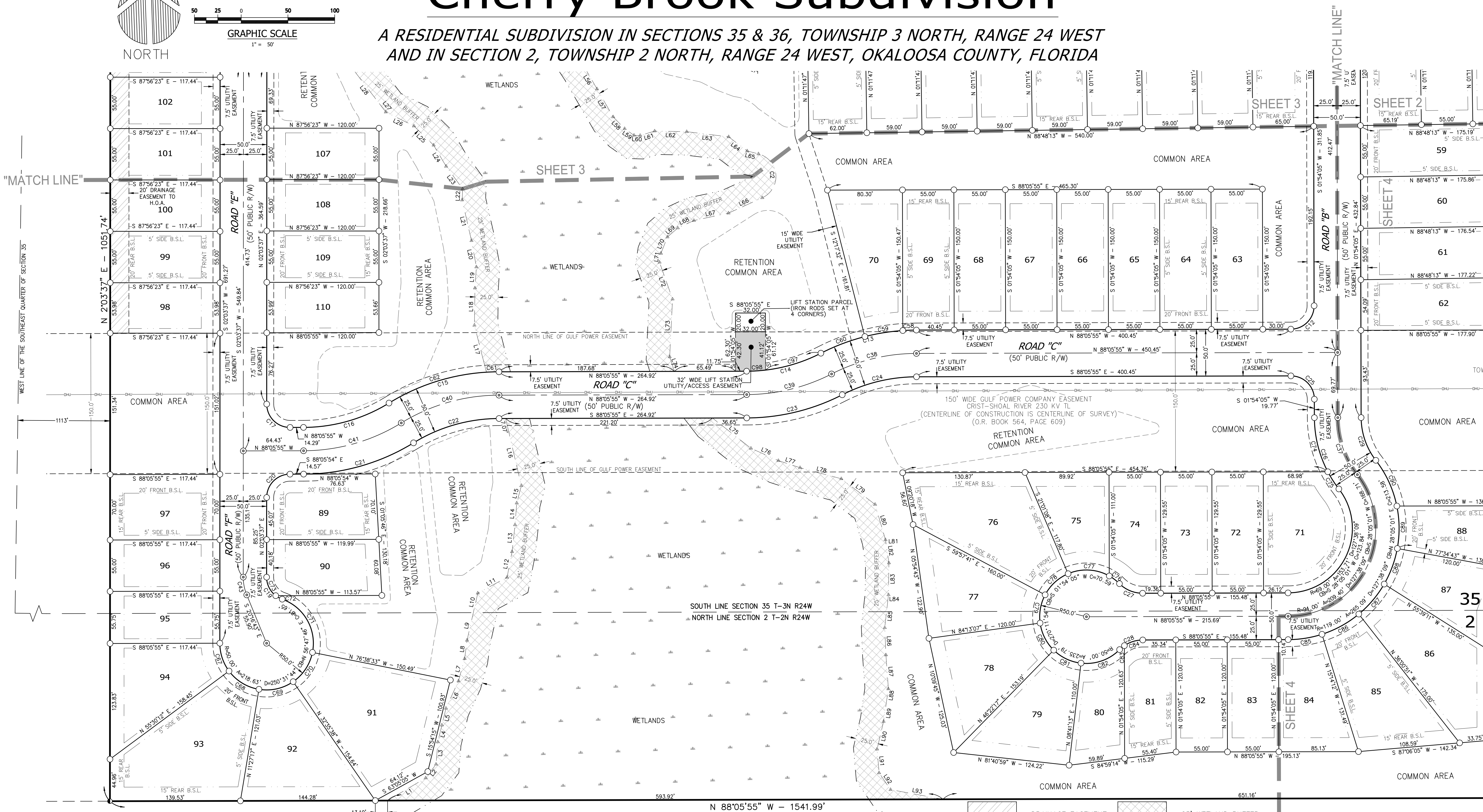
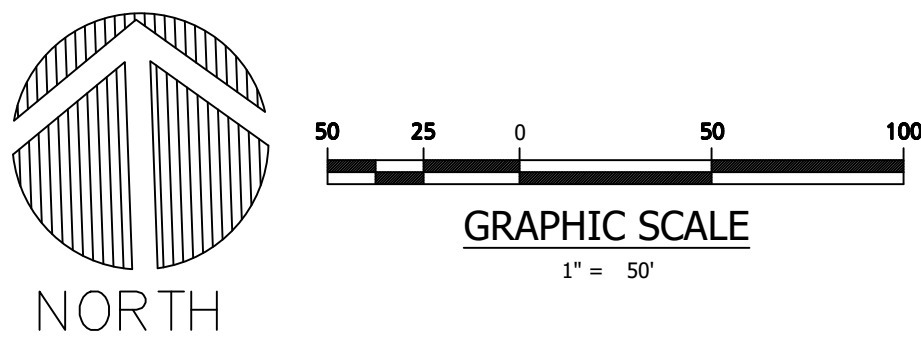
**PREPARED BY:**

Cherry Brook Subdivision  
SHEET 4 OF 5



# Cherry Brook Subdivision

A RESIDENTIAL SUBDIVISION IN SECTIONS 35 & 36, TOWNSHIP 3 NORTH, RANGE 24 WEST  
AND IN SECTION 2, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA



| CURVE TABLE |            |         |             |               |         |
|-------------|------------|---------|-------------|---------------|---------|
| CURVE#      | ARC LENGTH | RADIUS  | DELTA ANGLE | BEARING       | CHORD   |
| C2          | 61.46'     | 25.00'  | 140°51'43"  | S 02°53'54" E | 47.11'  |
| C12         | 39.27'     | 25.00'  | 90°00'00"   | S 46°54'08" E | 35.36'  |
| C13         | 106.08'    | 225.00' | 27°00'46"   | S 78°23'42" W | 105.10' |
| C14         | 82.51'     | 175.00' | 27°00'46"   | S 78°23'42" W | 81.74'  |
| C15         | 123.81'    | 225.00' | 31°31'39"   | S 76°08'16" W | 122.25' |
| C16         | 96.30'     | 175.00' | 31°31'39"   | S 76°08'16" W | 95.09'  |
| C17         | 39.34'     | 25.00'  | 90°09'32"   | N 43°01'09" E | 35.40'  |
| C19         | 30.77'     | 25.00'  | 70°31'44"   | N 33°12'14" W | 28.87'  |
| C20         | 39.28'     | 25.00'  | 89°50'29"   | N 46°58'52" E | 35.31'  |
| C21         | 123.81'    | 225.00' | 31°31'39"   | N 76°08'16" E | 122.25' |
| C22         | 96.30'     | 175.00' | 31°31'39"   | N 76°08'16" E | 95.09'  |
| C23         | 106.08'    | 225.00' | 27°00'46"   | N 78°23'42" E | 105.10' |
| C24         | 82.51'     | 175.00' | 27°00'46"   | N 78°23'42" E | 81.74'  |
| C25         | 39.27'     | 25.00'  | 90°00'00"   | S 43°05'55" E | 35.36'  |
| C26         | 82.11'     | 125.00' | 37°38'09"   | S 16°54'59" E | 80.84'  |
| C27         | 27.55'     | 35.00'  | 45°05'57"   | N 65°32'56" W | 26.84'  |
| C28         | 27.55'     | 35.00'  | 45°05'57"   | N 69°21'07" E | 26.84'  |
| C29         | 49.27'     | 75.00'  | 37°38'09"   | N 16°54'59" W | 48.38'  |
| C37         | 65.69'     | 100.00' | 37°38'09"   | S 16°54'59" E | 64.51'  |
| C38         | 94.29'     | 200.00' | 27°00'46"   | S 78°23'42" W | 93.42'  |

| CURVE TABLE |            |         |             |               |         |
|-------------|------------|---------|-------------|---------------|---------|
| CURVE#      | ARC LENGTH | RADIUS  | DELTA ANGLE | BEARING       | CHORD   |
| C39         | 94.29'     | 200.00' | 27°00'46"   | S 78°23'42" W | 93.42'  |
| C40         | 120.05'    | 200.00' | 31°31'39"   | S 76°08'16" W | 108.67' |
| C41         | 110.05'    | 200.00' | 31°31'39"   | S 76°08'16" W | 108.67' |
| C43         | 19.49'     | 50.00'  | 22°20'21"   | S 09°06'33" E | 19.37'  |
| C58         | 14.56'     | 225.00' | 03°42'24"   | N 89°57'07" W | 14.55'  |
| C59         | 41.18'     | 225.00' | 10°29'14"   | S 82°57'04" W | 41.13'  |
| C60         | 50.34'     | 225.00' | 12°49'08"   | S 71°17'53" W | 50.23'  |
| C61         | 13.37'     | 225.00' | 03°24'19"   | N 89°48'04" W | 13.37'  |
| C62         | 110.44'    | 225.00' | 28°07'20"   | S 74°06'54" W | 109.33' |
| C67         | 31.90'     | 50.00'  | 36°33'26"   | S 16°15'05" E | 31.36'  |
| C68         | 38.44'     | 50.00'  | 44°02'55"   | S 56°31'16" E | 37.50'  |
| C69         | 38.44'     | 50.00'  | 44°02'55"   | N 79°25'49" E | 37.50'  |
| C70         | 38.44'     | 50.00'  | 44°02'55"   | N 35°22'54" E | 37.50'  |
| C71         | 71.41'     | 50.00'  | 81°59'33"   | N 27°33'20" W | 65.49'  |
| C72         | 7.93'      | 25.00'  | 18°10'40"   | N 59°22'46" W | 7.90'   |
| C73         | 22.84'     | 25.00'  | 32°03'31"   | N 24°06'54" W | 22.06'  |
| C74         | 60.22'     | 125.00' | 27°36'26"   | S 11°53'58" E | 59.64'  |
| C75         | 21.89'     | 125.00' | 10°02'03"   | S 30°43'03" E | 21.86'  |
| C76         | 13.67'     | 50.00'  | 15°39'49"   | N 50°49'52" W | 13.63'  |
| C77         | 45.69'     | 50.00'  | 52°21'21"   | N 84°50'27" W | 44.12'  |

| CURVE TABLE |               |         |             |               |        |
|-------------|---------------|---------|-------------|---------------|--------|
| CURVE#      | ARC LENGTH    | RADIUS  | DELTA ANGLE | BEARING       | CHORD  |
| C78         | 33.98'        | 50.00'  | 38°56'33"   | S 49°30'36" W | 33.33' |
| L1          | N 61°24'07" E | 47.47'  |             |               |        |
| L2          | N 39°03'51" E | 18.33'  |             |               |        |
| L3          | N 06°30'35" E | 24.02'  |             |               |        |
| L4          | N 15°39'11" E | 11.40'  |             |               |        |
| L5          | N 15°39'11" E | 25.64'  |             |               |        |
| C83         | 6.68'         | 35.00'  | 10°55'54"   | N 52°16'05" E | 6.67'  |
| C84         | 20.87'        | 35.00'  | 34°10'03"   | N 74°49'04" E | 20.56' |
| C85         | 36.82'        | 119.00' | 17°43'49"   | N 83°02'11" E | 36.68' |
| L8          | N 09°35'10" E | 19.97'  |             |               |        |
| L9          | N 14°49'36" E | 30.26'  |             |               |        |
| C87         | 42.31'        | 119.00' | 20°22'14"   | N 42°14'20" E | 42.09' |
| C88         | 40.78'        | 119.00' | 19°37'57"   | N 22°14'15" E | 40.58' |
| C89         | 45.70'        | 119.00' | 22°00'06"   | N 01°25'14" E | 45.42' |
| C90         | 54.32'        | 119.00' | 26°09'14"   | N 22°39'27" W | 53.85' |
| C97         | 62.21'        | 175.00' | 20°22'06"   | S 75°04'23" W | 61.88' |
| C98         | 20.29'        | 175.00' | 06°38'39"   | S 88°34'46" W | 20.28' |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | BEARING       | LENGTH |
| L1         | N 61°24'07" E | 47.47' |
| L2         | N 39°03'51" E | 18.33' |
| L3         | N 06°30'35" E | 24.02' |
| L4         | N 15°39'11" E | 11.40' |
| L5         | N 15°39'11" E | 25.64' |
| L6         | N 26°38'39" E | 32.14' |
| L7         | N 17°25'14" E | 24.69' |
| L8         | N 09°35'10" E | 19.97' |
| L9         | N 14°49'36" E | 30.26' |
| L10        | N 14°49'36" E | 21.46' |
| L11        | N 63°44'31" E | 35.58' |
| L12        | N 13°02'10" E | 27.97' |
| L13        | N 08°20'59" E | 28.97' |
| L14        | N 06°28'47" E | 23.40' |
| L15        | N 16°51'36" E | 19.13' |
| L16        | N 11°05'27" W | 73.71' |
| L17        | N 12°19'06" W | 51.80' |
| L18        | N 02°51'27" E | 39.92' |
| L19        | N 05°52'56" E | 29.21' |
| L20        | N 08°30'47" W | 28.65' |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | BEARING       | LENGTH |
| L21        | N 05°53'54" W | 44.63' |
| L22        | N 04°27'47" W | 11.89' |
| L23        | N 34°08'41" W | 29.94' |
| L24        | N 28°33'54" W | 26.28' |
| L25        | N 43°41'37" W | 29.35' |
| L26        | N 61°33'42" W | 33.60' |
| L27        | N 35°25'42" W | 11.93' |
| L28        | N 35°25'42" W | 41.26' |
| L29        | N 28°00'38" E | 26.58' |
| L30        | N 28°00'38" E | 34.59' |
| L31        | N 42°08'01" E | 17.60' |
| L32        | S 52°32'24" E | 12.32' |
| L33        | S 86°06'47" E | 6.60'  |
| L34        | N 06°28'47" E | 16.23' |
| L35        | S 86°45'11" E | 34.30' |
| L36        | S 81°00'20" E | 45.17' |
| L37        | S 50°41'25" E | 25.01' |
| L38        | S 73°19'46" E | 12.40' |
| L39        | S 67°31'57" W | 39.66' |
| L40        | S 79°57'34" W | 37.91' |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | BEARING       | LENGTH |
| L41        | S 67°41'12" W | 18.89' |
| L42        | S 50°47'24" W | 16.99' |
| L43        | S 23°46'30" W | 18.84' |
| L44        | S 10°53'53" W | 9.64'  |
| L45        | S 17°25'35" E | 41.84' |
| L46        | S 04°53'13" W | 61.78' |
| L47        | S 15°49'19" E | 16.40' |
| L48        | S 49°47'28" E | 52.41' |
| L49        | S 63°46'02" E | 32.22' |
| L50        | S 28°00'44" E | 24.35' |
| L51        | S 72°56'32" E | 45.65' |
| L52        | S 50°42'42" E | 45.41' |
| L53        | S 14°18'31" E | 37.65' |
| L54        | S 14°18'31" E | 1.75'  |
| L55        | S 06°24'50" E | 25.09' |
| L56        | S 02°46'50" W | 34.06' |
| L57        | S 08°32'20" W | 25.96' |
| L58        | S 00°27'02" E | 29.21' |
| L59        | S 02°06'22" E | 36.37' |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE#      | BEARING       | LENGTH |
| L60        | S 10°53'53" W | 9.64'  |
| L61        | S 17°25'35" E | 41.84' |
| L62        | S 04°53'13" W | 61.78' |
| L63        | S 15°49'19" E | 16.40' |
| L64        | S 49°47'28" E | 52.41' |
| L65        | S 63°46'02" E | 32.22' |
| L66        | S 28°00'44" E | 24.35' |
| L67        | S 72°56'32" E | 45.65' |
| L68        | S 50°42'42" E | 45.41' |
| L69        | S 14°18'31" E | 37.65' |
| L70        | S 14°18'31" E | 1.75'  |
| L71        | S 06°24'50" E | 25.09' |
| L72        | S 02°46'50" W | 34.06' |
| L73        | S 08°32'20" W | 25.96' |
| L74        | S 00°27'02" E | 29.21' |
| L75        | S 02°06'22" E | 36.37' |

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Prepared: June 2022

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**Cherry Brook Subdivision**  
**SHEET 5 OF 5**

**Building Setbacks**

FRONT: 20 FEET  
REAR: 15 FEET  
SIDE: 5 FEET



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