



CITY OF
CRESTVIEW
CITY COUNCIL

REGULAR COUNCIL MEETING AGENDA
NOVEMBER 13, 2023
6:00 P.M.
CITY COUNCIL CHAMBERS

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

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Mr. Felton Barnes of Gideon International
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
 - 5.1. Recognition of Deputy Valentine
- 6. Consent Agenda**
 - 6.1. Continuing Services Contracts Renewal
 - 6.2. Annual WWTP O&M Contract Renewal
 - 6.3. DEP Agreement No. (LPA0503- Crestview Septic to Sewer Conversion of Failing Septic Tanks) - Foxwood Estates
 - 6.4. Approval of City Council Regular Meeting Minutes of October 23, 2023
- 7. Public Hearings / Ordinances on Second Reading**
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1953 Lee Avenue Comprehensive Plan Amendment
 - 8.2. Ordinance 1954 Lee Avenue Rezoning
 - 8.3. Ordinance 1955 North Avenue East Comprehensive Plan Amendment
 - 8.4. Ordinance 1956 North Avenue East Rezoning
 - 8.5. Ordinance 1957 - Comprehensive Fee Amendment

9. Resolutions

10. Action Items

10.1. Safe Haven Baby Box Discussion

10.2. Eden Lake Subdivision Preliminary Plat

10.3. Eagle View Subdivision Preliminary Plat and MOU

11. City Clerk Report

11.1. Monthly Update

11.2. Citizen of the Year nominations are due by December 1, 2023.

12. City Manager Report

12.1. Presentation by the Fire Department

12.2. Red Light Camera Discussion

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

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



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 10/9/2023
SUBJECT: Mr. Felton Barnes of Gideon International

BACKGROUND:

Area clergy volunteer to provide the Invocation.

DISCUSSION:

The invocation is provided as a service to the community.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Doug Capps
DATE: 11/9/2023
SUBJECT: Recognition of Deputy Valentine

BACKGROUND:

In December 2022, a dog bite incident occurred on Risen Star Drive in Crestview.

DISCUSSION:

Councilmember D. Capps will publicly recognize Deputy Valentine for his heroic off-duty efforts as a first responder and assistance provided to the Crestview Police Department and Animal Services division. On December 26th, 2022, while off-duty, Deputy Valentine heard cries for help and rescued a mother and child who were being brutally attacked by a dog. Deputy Valentine played a key role in helping responders quickly get the victims transported and also played a pivotal role in Animal Services' dangerous dog investigation.

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.

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

There is no financial impact for this presentation.

RECOMMENDED ACTION

No action is needed.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Michael Criddle, Public Services Director
DATE: 11/9/2023
SUBJECT: Continuing Services Contracts Renewal

BACKGROUND:

The Professional Continuing Services Contracts are up for a one-year renewal. The use of these continuing service contracts are to provide specialized engineering, planning or architectural services for selected projects without the City having to go through the bid process for every project.

DISCUSSION:

In June 2022, The City entered into Professional Continuing Services contracts with the following firms: Adurra, Alday-Howell Eng., Barge Design Solutions, DAG Architects, Jacobs Engineering Group, Matrix Design, Panhandle Engineering and Construction, Poly Inc, Seaside Eng. & Surveying LLC, Sam Marshal Arch., and TKJM Transportation Consultants. All of the above-mentioned contracts are up for renewal for another twelve (12) months with Council approval.

Only seven of the firms have worked on, are currently working on, or getting ready to begin city-related projects, and staff recommends renewing those contracts. Renewal of the following seven contracts would provide continuity and prevent the expense of the process of finding other firms to complete or start projects: Alday-Howell Eng., Jacobs Engineering Group, Barge Design Solutions, Matrix Design, Panhandle Engineering and Construction, Seaside Eng. & Surveying LLC., and DAG Architects.

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

There is no financial impact from the renewal of the Continuing Services Contracts.

RECOMMENDED ACTION

Staff respectfully requests a motion approving the one-year extensions of the seven above-noted Continuing Services Contracts with (Alday-Howell Eng., Jacobs Engineering Group, Barge Design Solutions, Matrix Design, Panhandle Engineering and Construction, Seaside Eng. & Surveying LLC., and DAG Architects) and authorize the Mayor to execute the renewal agreements once prepared by staff and the City Attorney.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 13,
2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Michael Criddle, Public Services Director
DATE: 11/8/2023
SUBJECT: Annual WWTP O&M Contract Renewal

BACKGROUND:

Operations Management International, Inc., (OMI), a wholly owned subsidiary of Jacob Engineering operates and maintains the City of Crestview's wastewater treatment plant (WWTP). This contract amendment (No. 9) is the annual renewal of the original contract.

DISCUSSION:

The annual contract renewal for OMI contains specific guidelines for the amount of repairs and chemical purchases. The overall amount has decreased from last year due primarily to the removal of electric costs from FP&L and sludge removal which will now be paid for directly by the City. This year's contract (Appendix H) also includes the replacement of the influent manhole at the WWTP. The City will only be responsible for the valves and piping necessary to complete the work.

GOALS & OBJECTIVES

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

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

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

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FINANCIAL IMPACT

The cost of the contract for the next year is \$948,718.01, a decrease of \$250,253.05 from Amendment No. 8 last year. The difference will be used for the electricity costs to FP&L.

RECOMMENDED ACTION

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

Attachments

1. OMI - Jacobs Amendment No. 9

**AMENDMENT NO. 9
TO THE
AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES FOR THE CITY OF CRESTVIEW, FLORIDA**

This Amendment No. 9 to the Agreement for Operations, Maintenance and Management Services, as it has subsequently been amended, for the City of Crestview, Florida dated October 22, 2014 (the “Agreement”) is made effective this ____ day of _____ 2023 by and between the **City of Crestview, Florida**, a municipal corporation, whose address for any formal notice is 198 North Wilson Street, Crestview, Florida 32536 (hereinafter “OWNER”) and **Operations Management International, Inc.**, whose address for any formal notice is 6312 S. Fiddler’s Green Circle, Suite 300N, Greenwood Village, CO 80111 (hereinafter “CONTRACTOR”).

NOW THEREFORE, OWNER and CONTRACTOR agree as follows:

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

E.1.1 OWNER shall pay to CONTRACTOR as compensation for services performed under this Restated Agreement a **Base Fee of Nine Hundred Forty Eight Thousand Seven Hundred and Eighteen Dollars and One Cent (\$948,718.01)** for the period of **October 1, 2023 through September 30, 2024**. Subsequent years’ base fees shall be determined as hereinafter specified.
2. Appendix E, Article E.1.4 is deleted in its entirety and replaced with the following Article E.1.4:

E.1.4 The total amount CONTRACTOR shall be required to pay for Repairs shall not exceed the annual **Repairs Limit of Twenty-Five Thousand Dollars (\$25,000)** for the period specified in Article E.1.1 above. CONTRACTOR shall provide OWNER with a detailed invoice of Repairs over the annual Repairs Limit, and OWNER shall pay CONTRACTOR for all Repairs in excess of such limit. CONTRACTOR will rebate to OWNER the entire amount that the cost of Repairs is less than the annual Repairs Limit.
3. Appendix E, Article E.1.6 is deleted in its entirety and replaced with the following Article E.1.6:

E.1.6 The total amount CONTRACTOR shall be required to pay for Chemicals shall not exceed the annual **Chemicals Limit of Sixty Thousand Dollars (\$60,000)** for the period specified in Article E.1.1 above. CONTRACTOR shall provide OWNER with a detailed invoice of Chemicals cost over the annual Chemicals Limit, and OWNER shall pay CONTRACTOR for the cost of Chemicals in excess of the Chemicals Limit. CONTRACTOR will rebate to OWNER the amount that the actual cost of Chemicals is less than the annual Chemicals Limit.
4. Appendix E, Article E.1.8 is deleted in its entirety.
5. Appendix E, Article E.1.9 is deleted in its entirety.
6. Appendix F is hereby deleted in its entirety and replaced with the attached Appendix F.
7. Appendix G is hereby deleted in its entirety and replaced with the attached Appendix G.

8. Article 1.4 is hereby added to the Agreement as follows:

1.4 Value-Added Services

Upon execution of this Amendment, CONTRACTOR, as a one-time service, shall perform the tasks included in Appendix H – Influent Manhole Emergency Repair Scope as Value-Added services, at no additional charge.

Appendix H - Influent Manhole Emergency Repair Scope, is included as an attachment to this Amendment, and is incorporated as Appendix H of Agreement.

In the event that the Value-Added Services cannot be completed as described herein, OWNER and CONTRACTOR shall mutually agree on an alternative approach and associated additional costs, if any, to complete the manhole rehabilitation.

9. Article 2.11 is hereby added to the Agreement as follows:

2.11 OWNER Responsibilities

OWNER shall be responsible for the transition of electricity and residuals and for full payment of related electricity and residuals invoices as of October 1st, 2023.

10. Article 4.1 from Amendment 5 dated October 1st, 2019 is hereby deleted in its entirety and replaced with the following:

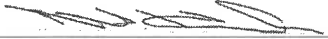
This Agreement shall be extended by five (5) years effective October 1, 2024 and shall remain in full force and effect through September 30, 2029. Thereafter this Agreement shall be automatically renewed for successive terms of five (5) years unless cancelled by either party not less than 120 days prior to expiration.

11. Appendix I – Supplemental Terms and Conditions is hereby included as an attachment to this Amendment and is incorporated as an Appendix I to this Agreement.

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

The Parties, intending to be legally bound, indicate their approval of this Amendment No. 9 by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.:**

By: 
Name: Kyle Holder
Title: Geographic Director of Operations
Date: 11/2/23

**THE CITY OF CRESTVIEW,
FLORIDA:**

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

APPENDIX F – PROJECT VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment:

Year	Make	Model/Description	Equipment/Vehicle ID No.
2001	Ford	F150 1FTRX18W21NA89561	
2006	Kubota	m540 tractor/bush hog	City #493
	John Deere	x485 lawn tractor	City #454
	John Deere	850d gator	City #510
	John Deere	1070 tractor	City #1070
2012	DR Power	Bush Mower	TMB008338
2019	Ford	F150 1FTFX1E52KKD87383	
2003	Ford	Taurus 1FAFP53233A223489	

APPENDIX G – 30-DAY CHEMICAL

INVENTORY Chemical	Units	
	Wastewater Plant	
Sodium Hypochlorite	Gallons	1500
Polymer	Pounds	450
HTH	Pounds	100

APPENDIX H – VALUE ADDED ACTIVITIES

“Influent Manhole Emergency Repair Scope”

Background

The City of Crestview (City) owns and operates a wastewater treatment plant (WWTP) and the influent manhole at the facility receives raw wastewater from the collection system. This structure is severely corroded and in need of rehabilitation. The rebar is exposed in some locations in the top of the structure, and it is in risk of failure. The following details will support the activities to replace this structure as an emergency repair. The scope of work is described in the following sections.

Task 1 – Consulting Services

In this task, the CONTRACTOR consulting team will develop design drawings and coordinate with CONTRACTOR staff on construction techniques. The team will perform a site visit to review site characteristics, review the condition of the structure, and identify piping in the area. The intent of the design will be to maintain service of the structure until the improvements are complete. The CONTRACTOR consulting team will develop design calculations to identify wall and slab thicknesses and reinforcing requirements. The design will also include the geometry and layout of the new structure and specifications for the top grating and protective coating. CONTRACTOR will recommend a concrete mix design and compaction requirements around the structure. CONTRACTOR senior structural engineer will perform up to 3 site visits to review the progress of the work as construction progresses.

Deliverables

- Conceptual Site Plans

Assumptions

The following assumptions were used to prepare this scope of work.

- Detailed released for bid drawings will not be produced for this task. Dimensioned drawings and details suitable for construction and coordination between the CONTRACTOR consulting team and CONTRACTOR will be produced.

Task 2 – Repair Services

Under this task, CONTRACTOR will provide the emergency repair for the structure including the rehabilitation and improvements to the influent manhole. Specific tasks are outlined below:

- CONTRACTOR staff will excavate the area around the existing influent manhole located at the Crestview WWTP so emergency repairs on this structure can be made in accordance with CONTRACTOR’ engineering recommendations.
- CONTRACTOR staff will have a compaction test done on the final grade that meets CONTRACTOR’ engineering recommendations.

- CONTRACTOR staff will do all concrete form work and rebar installation for the repair in accordance with CONTRACTOR' engineering recommendations.
- CONTRACTOR staff will do all concrete pours and pull test cylinders for each pour using a mix that is in accordance with CONTRACTOR' engineering recommendations.
- CONTRACTOR staff will use aluminum embeds for the grating that are in accordance with Jacob's' engineering recommendations.
- CONTRACTOR staff will perform leak tests on the new structure that are in accordance with CONTRACTOR' engineering recommendations.
- CONTRACTOR staff will cut out and remove the existing influent manhole except for the base slab once all leak tests have been completed in accordance with CONTRACTOR' engineering recommendations.
- CONTRACTOR staff will provide aluminum grating for the structure that meets CONTRACTOR' engineering recommendations.
- CONTRACTOR will have the interior walls of the structure coated with a material that meets CONTRACTOR' engineering recommendations.
- CONTRACTOR will install additional piping and valves provided by the city.
- CONTRACTOR staff will do all landscaping repairs around the influent manhole that were disturbed by the emergency repair. Area will be restored to existing conditions.

Deliverables

Influent manhole repair and improvements

Assumptions

The following assumptions were used to prepare this scope of work.

- The City will provide piping and valve for incorporation into the influent manhole. This will serve the future connection for the SR85 Bypass utilities.

Schedule

CONTRACTOR expects this to be a 4-month project based on equipment delivery times we are currently seeing in the marketplace. A detailed schedule will be developed following notice to proceed.

Appendix I – Supplemental Terms and Conditions

The below referenced supplemental terms and conditions shall apply to the scope of services set forth in this Appendix. In the event of a conflict between the terms and conditions of the Agreement and the supplemental terms set forth below, the supplemental terms shall prevail, but only with respect to the consulting services. Any professional services may be performed by a properly licensed affiliate of Contractor.

1. Warranty and Standard of Care

- A. Contractor warrants that Services provided will be performed in accordance with generally accepted standards in the industry. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Contractor by Owner in writing promptly after recognition thereof, Contractor shall, at no cost to Owner, furnish all remedial Services required in connection therewith as soon as reasonably possible after receipt of such report from Owner; and Owner shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. All representations, warranties and guarantees made by Contractor in connection with its Services are limited to those set forth above. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. For any deficiencies in the services, Owner shall be restricted to the remedies expressly set forth in these supplemental terms; such remedies are Owner's sole and exclusive remedies for deficiencies in the Services and Owner hereby waives any and all other remedies, whether at law or in equity, and regardless of whether the claim is asserted under contract, tort (including the concurrent or sole and exclusive negligence of Contractor), strict liability or otherwise.

2. Limitation of Liability

The total aggregate liability of Contractor arising out of the performance of the services set forth in the Agreement shall not exceed \$500,000. Notwithstanding any other provision of this Agreement, Contractor shall have no liability to the Owner for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit (direct or indirect); operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Contractor, its employees or subcontractors. The Parties agree that the limitations of liability and waiver of damages as set forth herein shall not be interpreted as a form of indemnification.



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jayce Vanderford, Project Manager, Wayne Steele, Director of Operations
DATE: 11/9/2023
SUBJECT: DEP Agreement No. (LPA0503- Crestview Septic to Sewer Conversion of Failing Septic Tanks) - Foxwood Estates

BACKGROUND:

City staff submitted a state appropriations request for the Foxwood Septic to Sewer Project to state representatives requesting \$891,500 for grant match project funding on January 11, 2023. The project includes installing 105 grinder pumps, 29,900' of low-pressure force main along the roads, and a lift station to connect the subdivision to the City's sewer system.

DISCUSSION:

On November 08, 2023, the Florida Department of Environmental Protection provided DEP Agreement No. LPA0503 to be executed between the City of Crestview and the Florida Department of Environmental Protection.

GOALS & OBJECTIVES

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

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

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Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The total project is estimated at \$1,998,719.75 and is included in the FY 2024 budget as follows: \$891,500 Florida Department of Environmental Protection Grant and the remaining balance of \$1,107,219.79 from cash carry forward (2021 bond proceeds).

RECOMMENDED ACTION

Staff respectfully requests a motion to accept and execute grant agreement LPA0503 between the City of Crestview and the Department of Environmental Protection and allowing for the Mayor and City Clerks' signatures.

Attachments

1. LPA0503 - City of Crestview_11_8_23

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Crestview Septic to Sewer Conversion of Failing Septic Tanks** Agreement Number: **LPA0503**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Crestview** Entity Type: **Local Government**
Grantee Address: **198 Wilson Street North, Crestview, FL 32356** FEID: **59-6000295** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **November 30, 2025**

4. Project Number: Project Location(s): **Lat/Long: (30.7289, -86.6178)**
(If different from Agreement Number)
Project Description: **The Grantee will install grinder pumps and a low-pressure force main to connect the Foxwood subdivision to the City's sewer system.**

5. Total Amount of Funding: \$ 891,500.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 891,500.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 891,500.00

6. Department's Grant Manager Name: Katie Lewis or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2829 Email: katie.lewis@FloridaDEP.gov	Grantee's Grant Manager Name: Jayce Vanderford or successor Address: City of Crestview 198 Wilson Street North Crestview, FL 32536 Phone: 850-682-1560 Email: jaycevanderford@cityofcrestview.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Crestview

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

J.B. Whitten, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Katie Lewis, DEP Grant Manager

Kathleen Downey, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

Attachment 1

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37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0503**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Crestview Septic to Sewer Conversion of Failing Septic Tanks. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

Attachment 2

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908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Crestview Septic to Sewer Conversion of Failing Septic Tanks

PROJECT LOCATION: The Project will be located in the City of Crestview within Okaloosa County; Lat/Long (30.7289, -86.6179). See Figure 1 for a location map.

PROJECT BACKGROUND: The City of Crestview's (Grantee) Foxwood subdivision community is currently serviced with septic tanks for sewer treatment and most of the homes' septic tanks are failing or have failed. This Project will allow for the conversion from septic tanks to the Grantee's public sewer with the installation of grinder pumps and a low-pressure sewer system. The homeowner will be connecting to the central sewer on their own with assistance from the Grantee. This Project will remove approximately 105 septic tanks from service.

PROJECT DESCRIPTION: The Grantee will construct the Project using a 2-phased approach. Phase 1 includes the construction of approximately 4,100 linear feet (LF) of 4-inch, 2,000 LF of 3-inch, and 10,500 LF of 2-inch force main along with installation of service connections and onsite grinder pump stations at approximately 144 residential properties. Phase 2 includes the construction of approximately 300 LF of 4-inch, 2,400 LF of 3-inch, and 2,500 LF of 2-inch force main along with the installation of service connections and onsite grinder pump stations at each of the approximately 86 residential properties.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Construction

Deliverables: The Grantee will construct the Crestview Septic to Sewer Conversion of Failing Septic Tanks Project in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$891,500	07/01/2023	05/31/2025
Total:			\$891,500		

Figure 1 Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	\$891,500	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$891,500	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0503
Project Title:	Crestview Septic to Sewer Conversion of Failing Septic Tanks
Grantee Name:	City of Crestview
Grantee's Grant Manager:	Jayce Vanderford
Reporting Period:	Select Quarter Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 10/30/2023
SUBJECT: Approval of City Council Regular Meeting Minutes of October 23, 2023

BACKGROUND:

This is a routine approval of the minutes.

DISCUSSION:

The draft minutes were distributed to the Council prior to the meeting.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Motion to approve the City Council regular meeting minutes of October 23, 2023.

Attachments

1. 10232023 City Council Regular Meeting Minutes Draft

City Council Minutes - DRAFT
October 23, 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 Pro-Tem Andrew Rencich. Council members present: 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. Mayor JB Whitten and Councilmember Doug Capps were excused.

2. Invocation, Pledge of Allegiance

2.1. Pastor Joe Bennett of the First Church of the Nazarene

The Invocation and Pledge of Allegiance was led by Pastor Joe Bennett of the First Church of the Nazarene.

3. Open Policy Making and Legislative Session

Mayor Pro-Tem A. Rencich declared a quorum was present.

4. Approve Agenda

Mayor Pro-Tem A. Rencich called for action.

Motion by Councilmember Joe Blocker and seconded by Councilmember Cynthia Brown to approve the agenda, as presented.

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

5. Presentations and Reports – No item brought forward.

6. Consent Agenda

Mayor Pro-Tem A. Rencich called for action.

Motion by Councilmember R. Bullard to remove Item #2, traffic MOU from the Consent Agenda.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Joe Blocker to approve the Consent agenda, as amended.

Roll Call. Ayes: Joe Blocker, Andrew Rencich, Ryan Bullard. Nays: Cynthia Brown. Ayes 3; Nays 1. Motion carried.

6.1. Vineyard Village State Grant Agreement No. HL204

6.2. Traffic MOU – Pink Periwinkle Beads

Councilmember R. Bullard expressed concern about the traffic MOU stating the amount does not make financial sense.

Councilmember C. Brown mentioned she had emailed Mr. Schwendt and was advised the business is small without much traffic. She added the purpose is to mitigate some of the expenses.

City Manager T. Bolduc explained that in order for us to make changes with mitigation a study must be done adding we plan to partner with the county in the future which will help make more improvements. We have to charge the current fee as is in the fee schedule. The County has completed their study, but the commissioners must adopt it. He has met with Jason Autry and the commissioners, so his expectation is after the first of the year, the study will be adopted. He added the store is small and has fees already in the sidewalk improvements. We have assisted them with the CRA grant program.

Councilmember R. Bullard said he does not want to stifle small businesses but he wants to ensure we are appropriately assessing the fees.

Mayor Pro-Tem A. Rencich added we are utilizing a metric currently.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Ryan Bullard to approve the Pink Periwinkle traffic MOU.

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

6.3. Joint Use Agreement - Sandspur Field

6.4. Approval of City Council Regular Meeting Minutes of October 9, 2023

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1952 - General Employees Retirement Amendment

City Manager T. Bolduc presented Ordinance 1952 to the City Council and asked the City Clerk to read Ordinance 1952.

City Clerk Maryanne Schrader read Ordinance 1952 by Title: An Ordinance of the City of Crestview Further Amending the City of Crestview General Employees' Retirement Plan; Amending Section 6 Benefit Amounts and Eligibility; Amending Section 7 Pre-Retirement Death; Amending Section 10 Optional Forms of Benefits; Amending Section 15 Minimum Distribution of Benefits; Providing For Inclusion In the Code; Providing For Severability; Providing For A Repealer; and Providing for an Effective Date.

City Manager T. Bolduc said this requires changing the retirement distribution from 70 1/2 to 73 years of age.

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

Motion by Councilmember Joe Blocker and seconded by Councilmember Ryan Bullard to adopt Ordinance 1952 on 2nd reading.

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

8. Ordinances on First Reading – No item brought forward.

9. Resolutions

9.1. Resolution 24-1 Support of CDC in Greater Crestview Area

City Manager T. Bolduc presented Resolution 24-1 to the City Council stating this action is a resolution of support. He went over the childcare issues stating the federal government desires to build a CDC. We would prefer that the CDC be built in Crestview. It could also potentially have a VA benefit facility included. He then asked the City Clerk to read Resolution 24-1 by title.

City Clerk Maryanne Schrader read Resolution 24-1 aloud: A Resolution of the City Council of the City of Crestview, Florida, Supporting Siting of A Military Child Development Center In the Greater Crestview Area; and Providing For An Effective Date.

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

Councilmember C. Brown said this is a great opportunity to showcase what we have been doing behind the scenes.

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

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve Resolution 24-1.

Roll Call: Joe Blocker, Cynthia Brown, Andrew Rencich, Ryan Bullard. Motion carried.

10. Action Items

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

City Manager Tim Bolduc explained we have had a partnership with Habitat for Humanity. He went over the five lots listed at \$6,000 per lot. The recommendation is that we sell them, as it not only allows for the development of much-needed affordable housing within the City, but it also gives us enough money to provide money that can be made available to further blight removal efforts. The money will be placed in a Code Enforcement Reserve Fund until needed for tear down or

improvements on other properties.

Discussion ensued on the ownership of the properties and the pros and cons of donating or selling the properties.

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

Councilmember C. Brown commented that Habitat for Humanity has improved a lot of neighborhoods throughout Okaloosa County.

Mayor Pro-Tem A. Rencich asked if they were deed restrictive, and City Manager T. Bolduc replied that there were none adding Habitat for Humanity plans to build affordable housing.

Nancy Vincent of Habitat for Humanity came forward stating the homes will have a second mortgage adding she has a grant for each home. The second mortgage will include equity which will return to Habitat for re-use. They do not charge interest. She receives her data from HUD. The military and city volunteers have assisted in building the homes. The next house is ADA compliant, and the funding is secured through ARPA for \$70,000 for materials.

City Manager T. Bolduc said in the past we have donated properties to donate to Habitat for Humanity, but this is the best plan moving forward.

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

Shannon Hayes came forward stating he supports the project.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve the designation of the five lots as surplus and authorize staff to execute the required documentation to sell the property to Habitat for Humanity in Okaloosa County, Inc. for the requested amount.

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

11. City Clerk Report

11.1. Monthly Update

City Clerk Maryanne Schrader mentioned the update is in the staff report and informed the City Council that Deputy City Clerk Natasha Peacock is attending the second year of training this week.

12. City Manager Report

12.1. Financial Update - Finance Director

City Manager T. Bolduc updated the City Council on the financials.

He added the performance evaluation for the City Clerk will be on the next Council agenda. He added Ms. Leavins will send a link to the Council or they could provide a hard copy.

He announced we had our LEAD graduation during Government Week and stated we had a great turnout for the Cops and Bobbers event.

13. Comments from the Mayor and Council

Mayor Pro-Tem A. Rencich called for comment.

Councilmember R. Bullard asked about the Twin Hills project, and City Manager T. Bolduc provided an update that the rock donated from Crestview Commons will be used. The dog park is now open.

Councilmember Joe Blocker asked about an update for Veterans Day, and City Clerk M. Schrader mentioned the parade will begin November 11th adding Chance will send out additional information, as she did not have the information yet.

Mayor Pro-Tem A. Rencich said the Cops and Bobbers event had a great turnout and the kids were happy.

City Manager T. Bolduc is going to forward the Legislative Days information to the City Council adding he will take care of the planning, if they want to attend. The session will be in the middle of November.

14. Comments from the Audience

Mayor Pro-Tem A. Rencich called for comment.

Ms. Patterson came forward stating she emailed the Governor on the sewage system issue on Benjamin Street.

City Manager T. Bolduc said we have funding for the Benjamin Street project and the governor is matching the funds. He added we will be able to connect it without the citizens having to pay the connection fee.

Shannon Hayes said our representatives will be in Niceville next week, if the Council wants projects for them to approve, he advised them to meet with them. It is always good to know who represents the citizens.

He added that for the properties the city just sold, we can utilize the funds for the other properties in need of improvement.

15. Adjournment

Mayor Pro-Tem A. Rencich adjourned the meeting at 6:41 p.m.

Minutes approved this ___ day of ___, 2023.

Andrew Rencich, Mayor Pro-Tem

Maryanne Schrader

City Clerk

Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 11/8/2023
SUBJECT: Ordinance 1953 Lee Avenue Comprehensive Plan Amendment

BACKGROUND:

On September 16, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located at 602 Lee Avenue.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential (R) and Single and Multi-Family Density Dwelling District (R-3), respectively.

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

The Planning and Development Board recommended approval of the request on November 6, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Trojan Professional Mgmt LLC
PO Box 312
Crestview, FL 325360000
Parcel ID: 21-3N-23-1670-0006-0010
Site Size: 0.40 acres
Current FLU: Residential (R)
Current Zoning: Single and Multi-Family Density Dwelling District (R-3)
Current Land Use: Residential

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

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Manufactured Home & Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residence or be developed for light commercial use. The applicant for this amendment concurrently applied for a lot split on the same property. With that lot split, each parcel will be approximately 0.2 acres. The applicant has stated their intent to develop each resulting property with one duplex structure each, which is consistent with the existing development adjacent to the east of this property, but is not allowed under the current allowable density. Staff finds that the resulting acreage of each parcel (0.2 acres) would not be large enough to support commercial development that would not otherwise be allowable as a home occupation as the property exists now.

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 October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 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 were \$2,500.00. The cost of advertising was \$240.50.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve Ordinance 1953 on first reading and move to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1953

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 RESIDENTIAL (R) TO MIXED-USE (MU) ON APPROXIMATELY 0.40 ACRES, MORE OR LESS, IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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 Residential (R) to Mixed-Use (MU) on a parcel of land containing 0.40 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 0.40 acres of land, more or less, from Residential (R) to Mixed-Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 0.40 acres, more or less, is known as Parcel 21-3N-23-1670-0006-0010 and commonly described as:

LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6, MORRIS ADDITION TO CRESTVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 133, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

The Mixed-Use (MU) Future Land Use Category is hereby imposed on Parcel 21-3N-23-1670-0006-0010. 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 21-3N-23-1670-0006-0010 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 11th day of December, 2023.

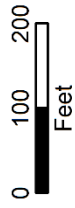
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 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)

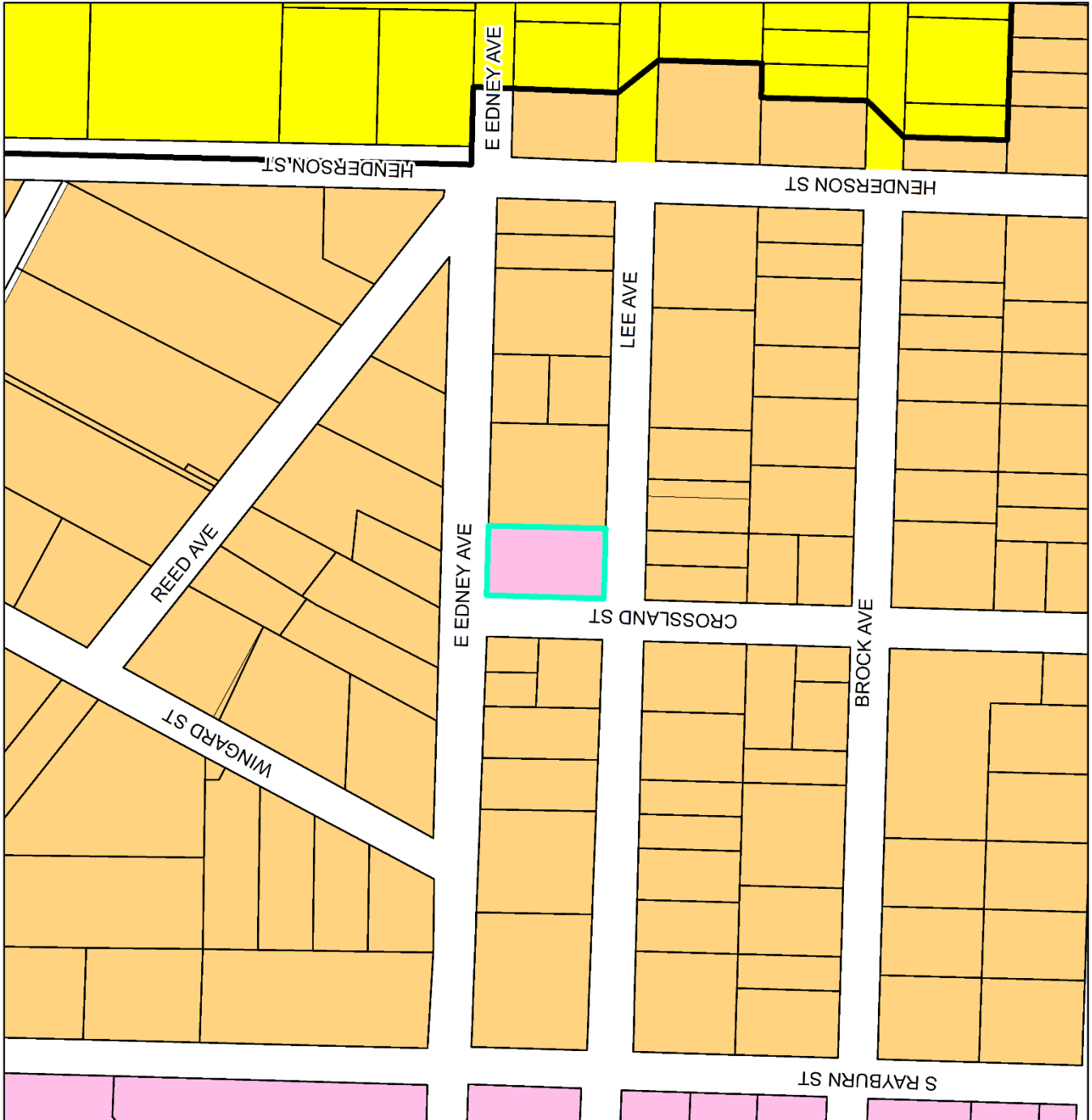
Public Lands (PL)

Residential (R)

County Future Land Use

Low Density

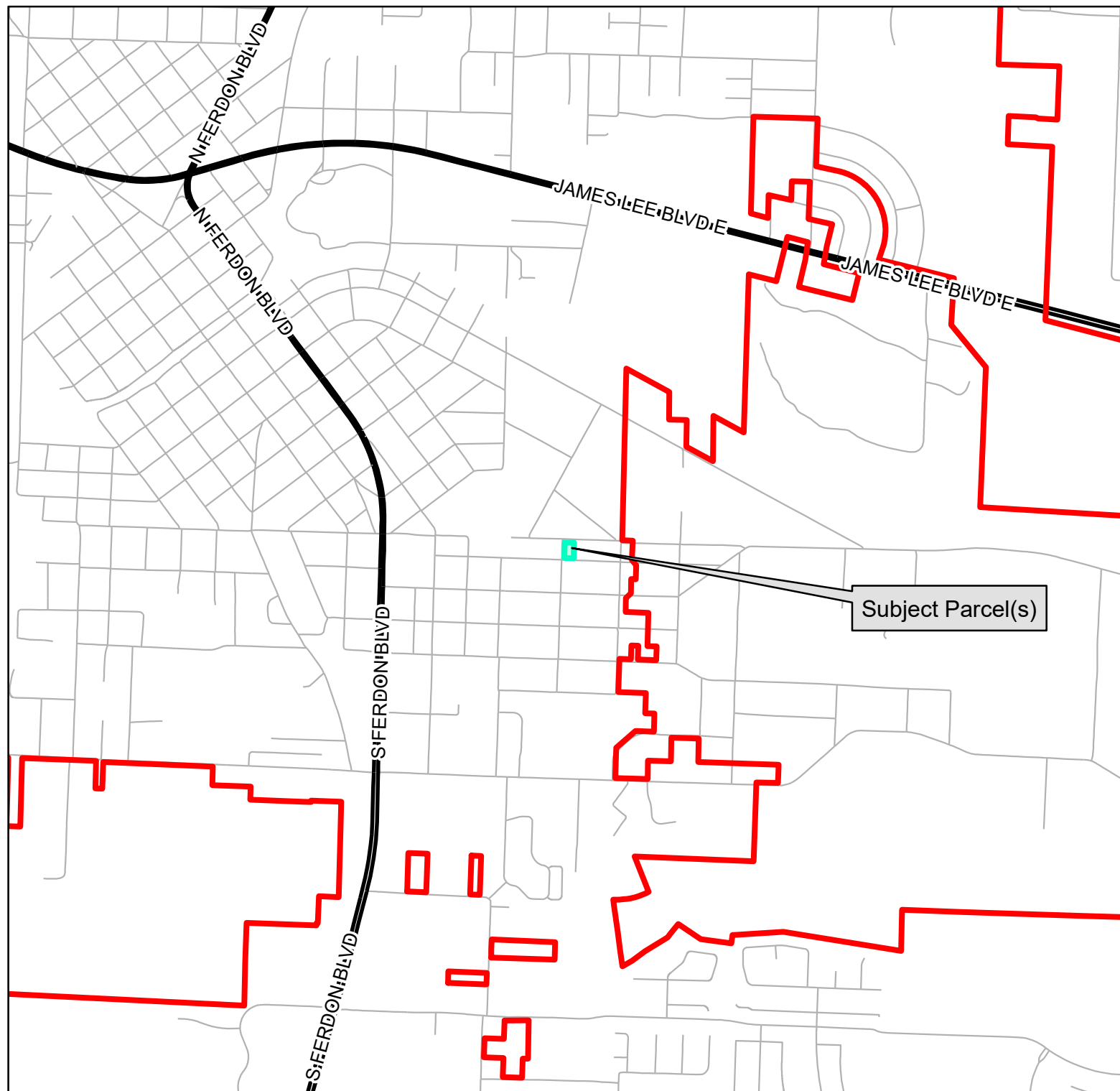
Residential (LDR)



Vicinity Map



Not to Scale



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



Current Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

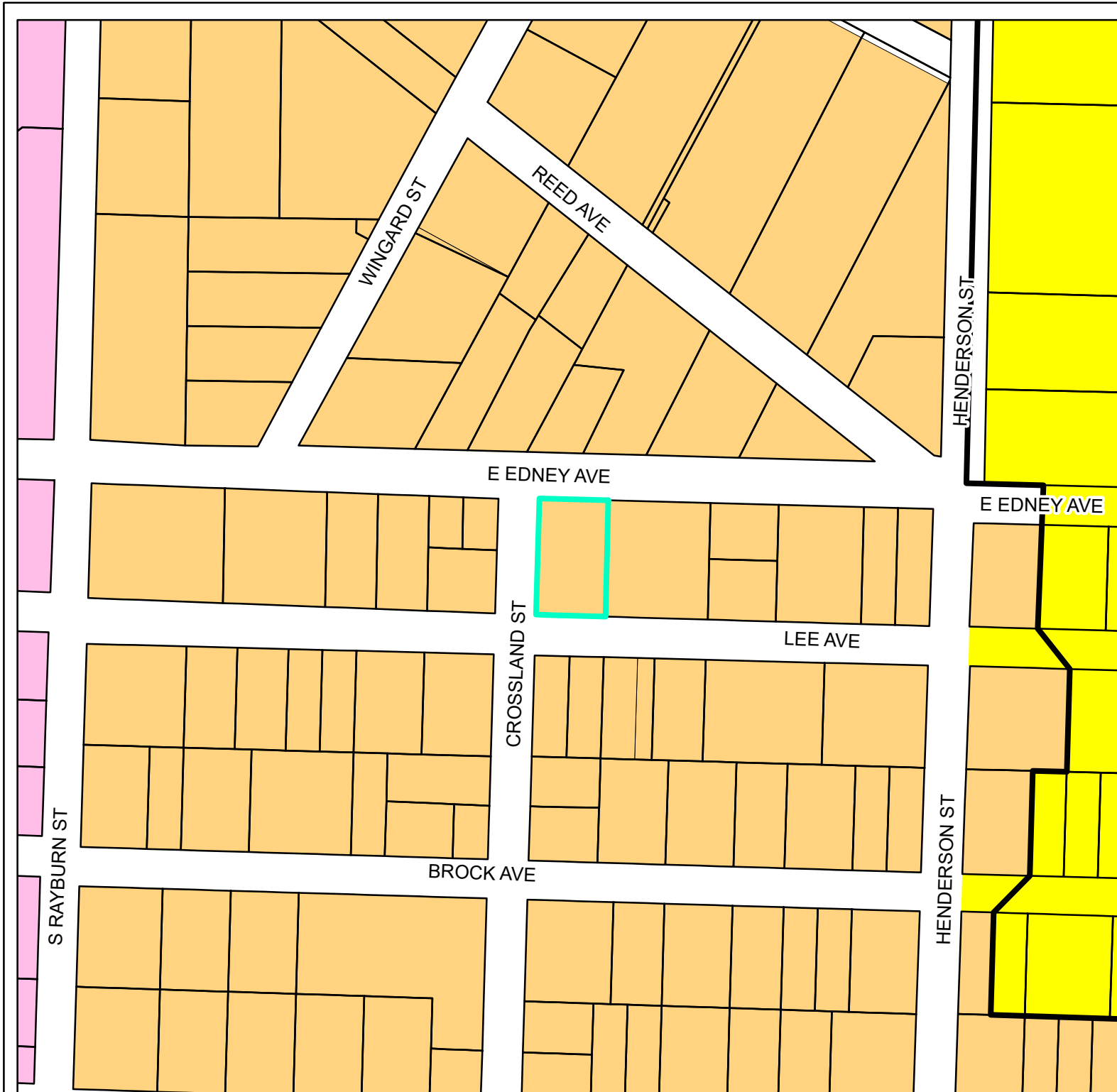
 Conservation (CON)

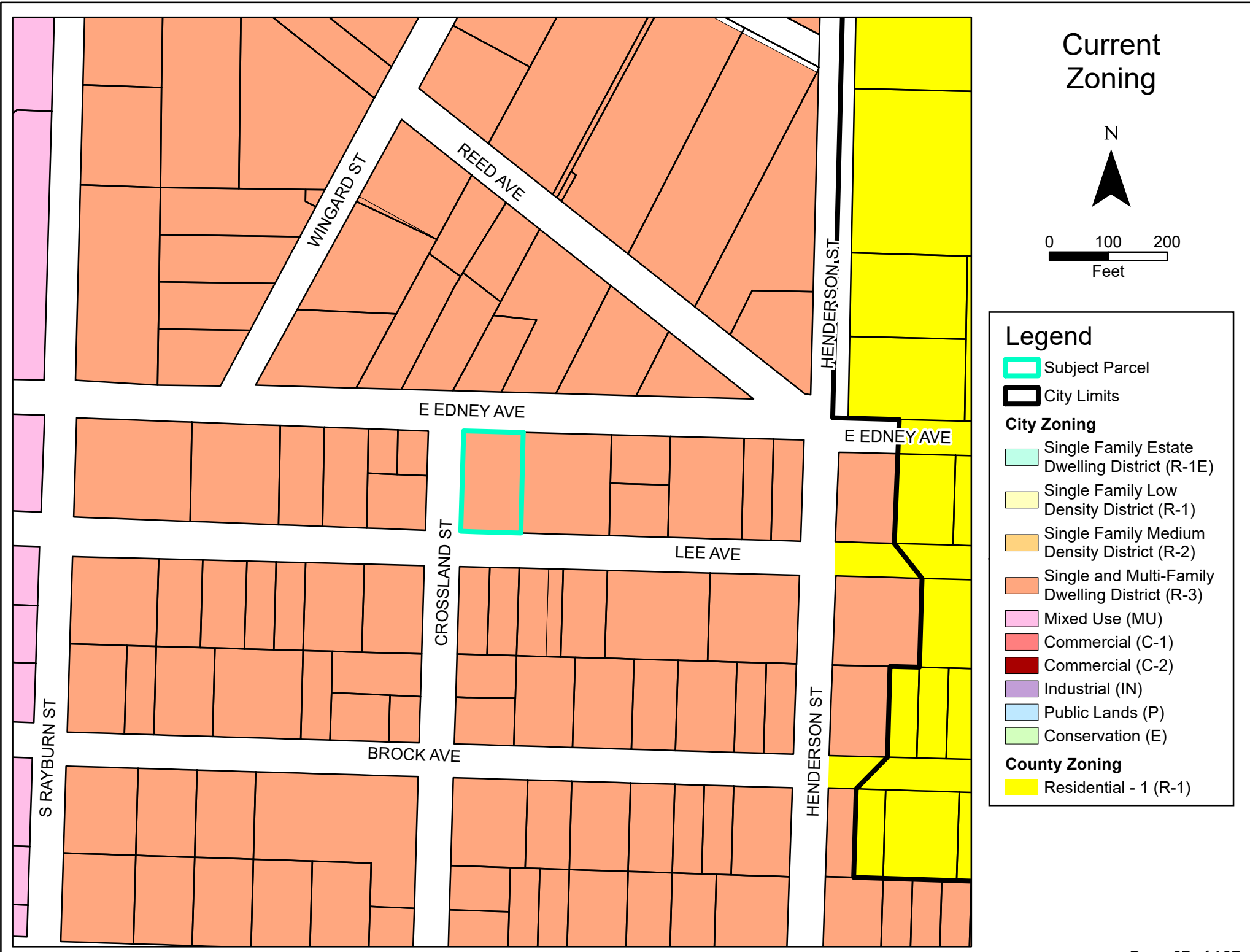
 Public Lands (PL)

 Residential (R)

County Future Land Use

 Low Density
Residential (LDR)





Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

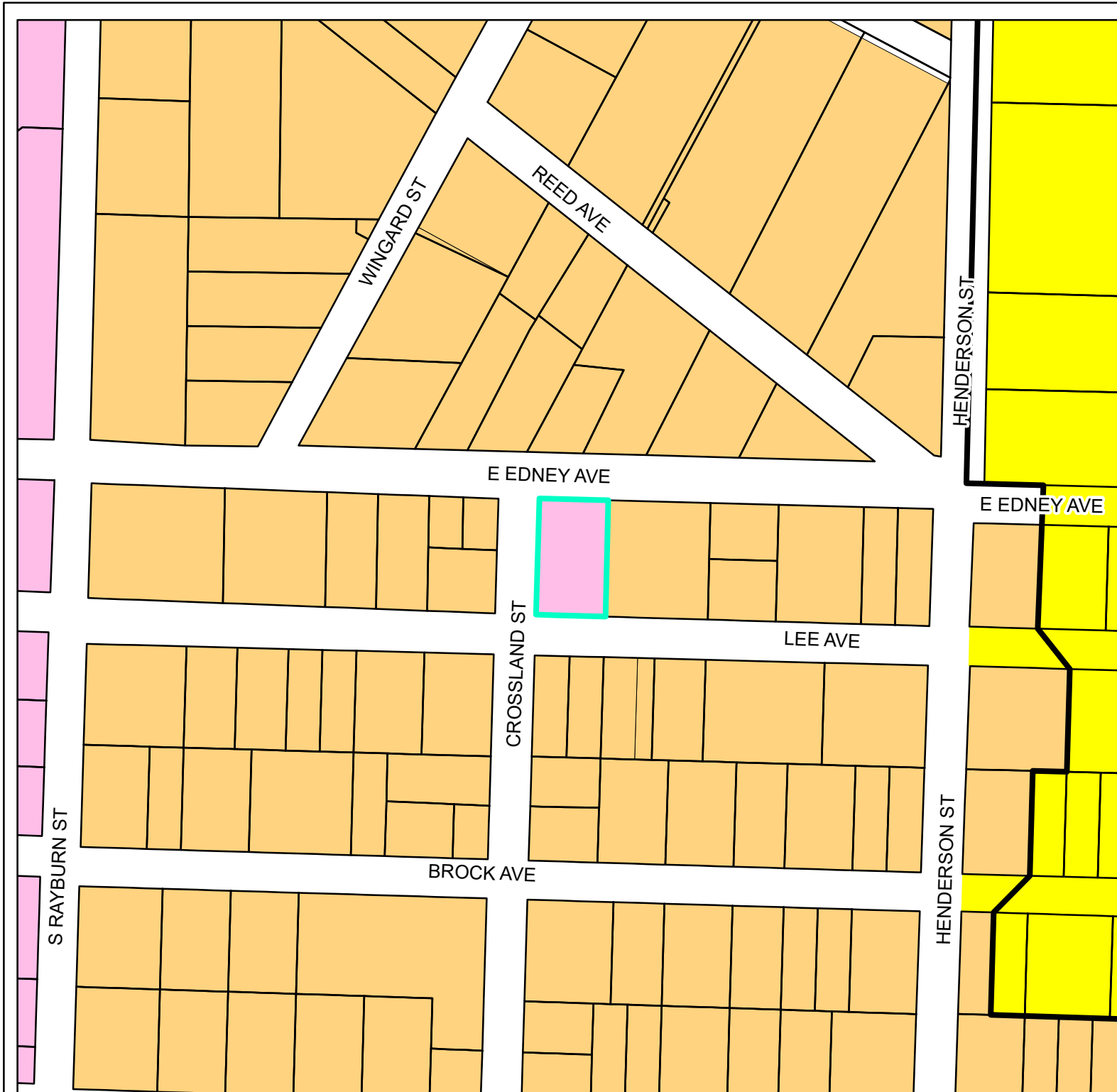
 City Limits

City Future Land Use

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

County Future Land Use

-  Low Density Residential (LDR)



Proposed Zoning



0 100 200
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)

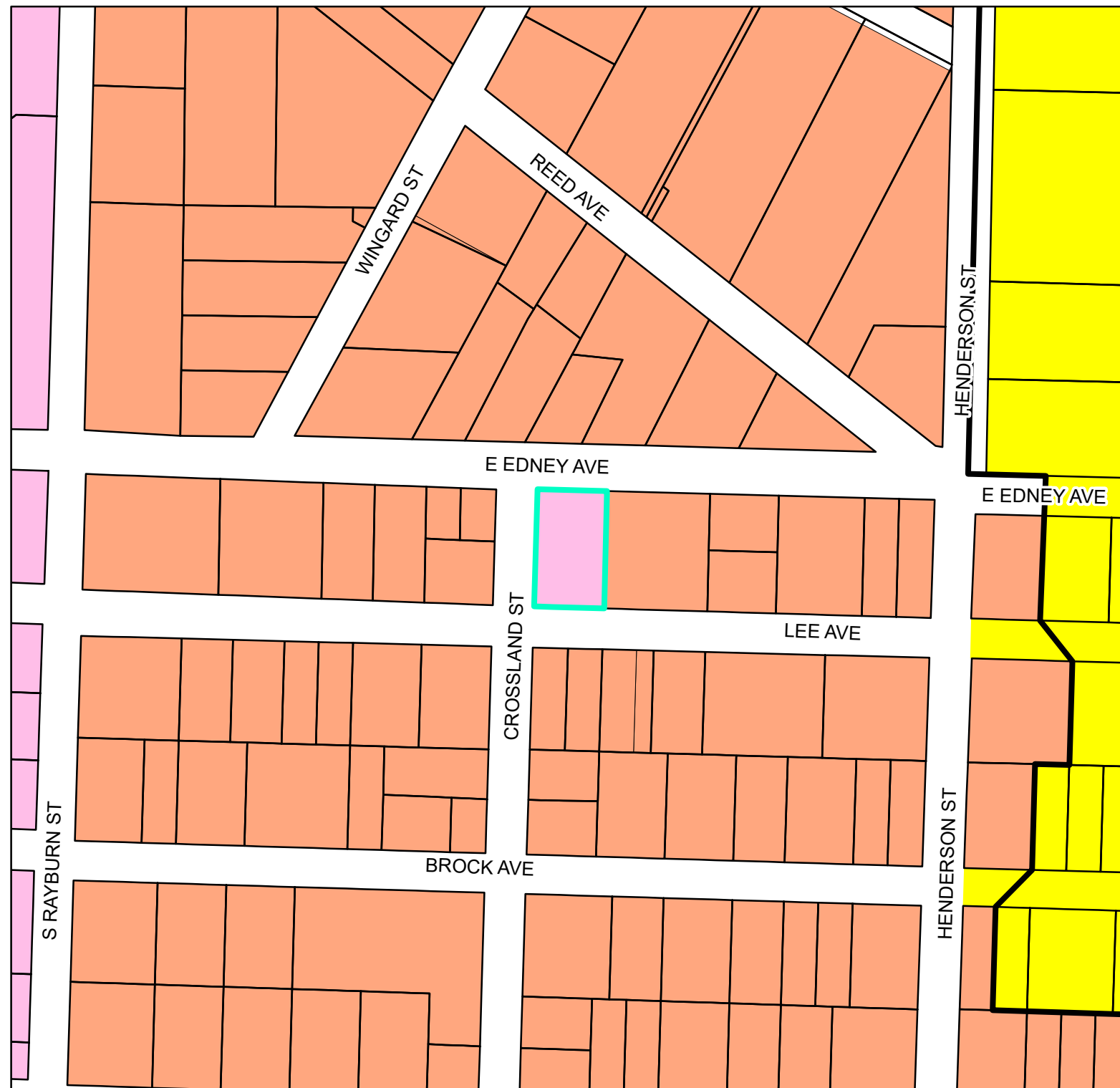
 Public Lands (P)

 Conservation (E)

 Planned Unit Development (PUD)

County Zoning

 Residential - 1 (R-1)





Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 11/8/2023
SUBJECT: Ordinance 1954 Lee Avenue Rezoning

BACKGROUND:

On September 16, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located at 602 Lee Avenue.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Residential (R) and Single and Multi-Family Density Dwelling District (R-3), respectively.

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

The Planning and Development Board recommended approval of the request on November 6, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Trojan Professional Mgmt LLC
PO Box 312
Crestview, FL 325360000
Parcel ID: 21-3N-23-1670-0006-0010
Site Size: 0.40 acres
Current FLU: Residential (R)
Current Zoning: Single and Multi-Family Density Dwelling District (R-3)
Current Land Use: Residential

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

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Manufactured Home & Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residence or be developed for light commercial use. The applicant for this rezoning concurrently applied for a lot split on the same property. With that lot split, each parcel will be approximately 0.2 acres. The applicant has stated their intent to develop each resulting property with one duplex structure each, which is consistent with the existing development adjacent to the east of this property, but is not allowed under the current allowable density. Staff finds that the resulting acreage of each parcel (0.2 acres) would not be large enough to support commercial development that would not otherwise be allowable as a home occupation as the property exists now.

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 October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 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 were \$750.00. There is no additional cost of advertising as the rezoning request was included in the advertisement for the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve Ordinance 1954 on first reading and move to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1954

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 0.40 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE SINGLE AND MULTI-FAMILY DENSITY DWELLING DISTRICT (R-3) 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 0.40 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 0.40 acres, more or less, being formerly zoned Single and Multi-Family Density Dwelling District (R-3) with the Mixed-Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1953, is hereby rezoned to Mixed-Use (MU) to wit:

PIN # 21-3N-23-1670-0006-0010

LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 6, MORRIS ADDITION TO CRESTVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 133, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

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

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

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

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

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

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1953 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

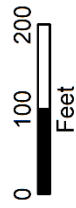
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor

Adopted Zoning



Legend

- Subject Parcel
- City Limits

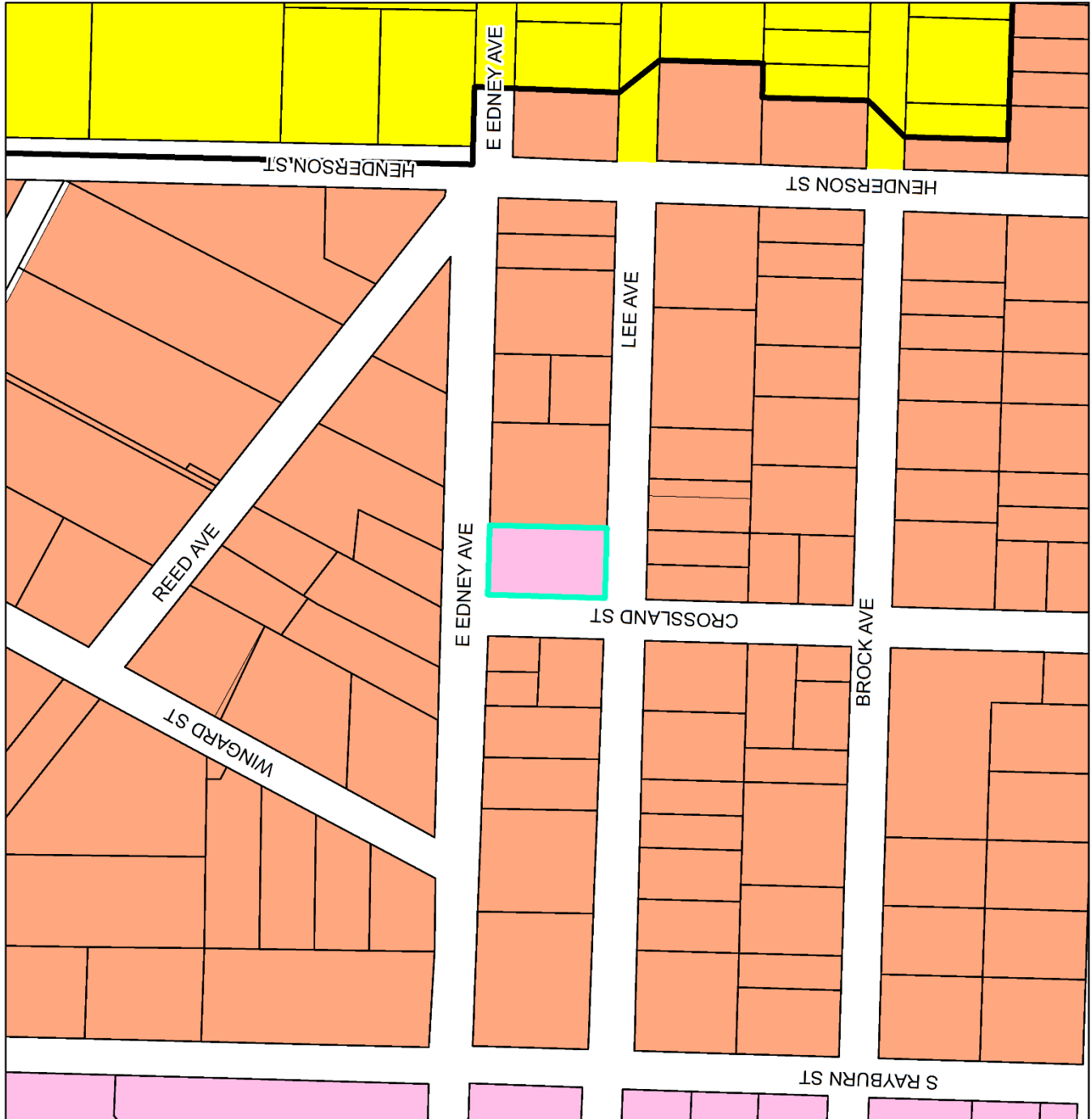
Zoning

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)
- Planned Unit Development (PUD)

County Zoning

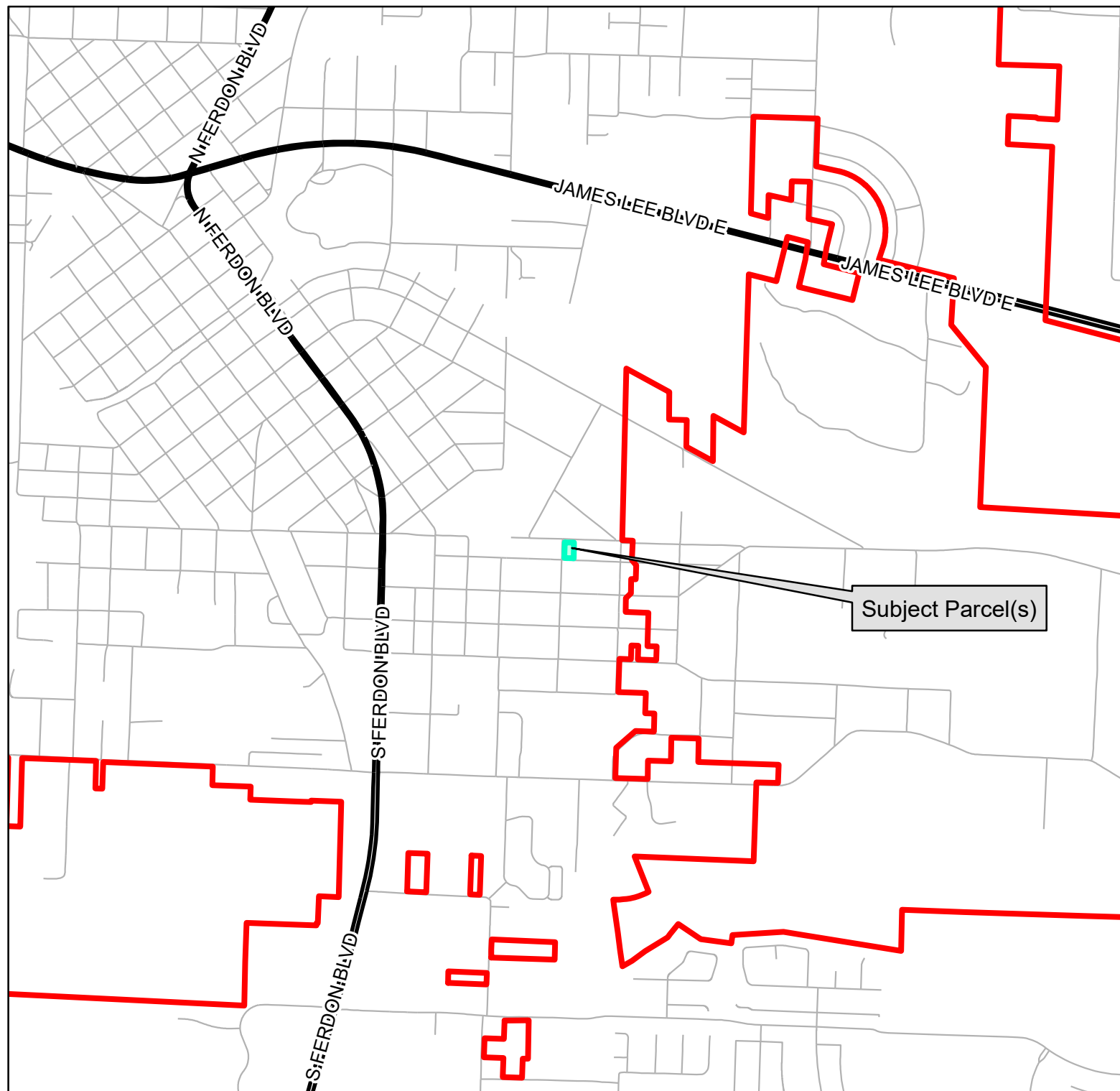
- Residential - 1 (R-1)



Vicinity Map



Not to Scale



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



Current Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

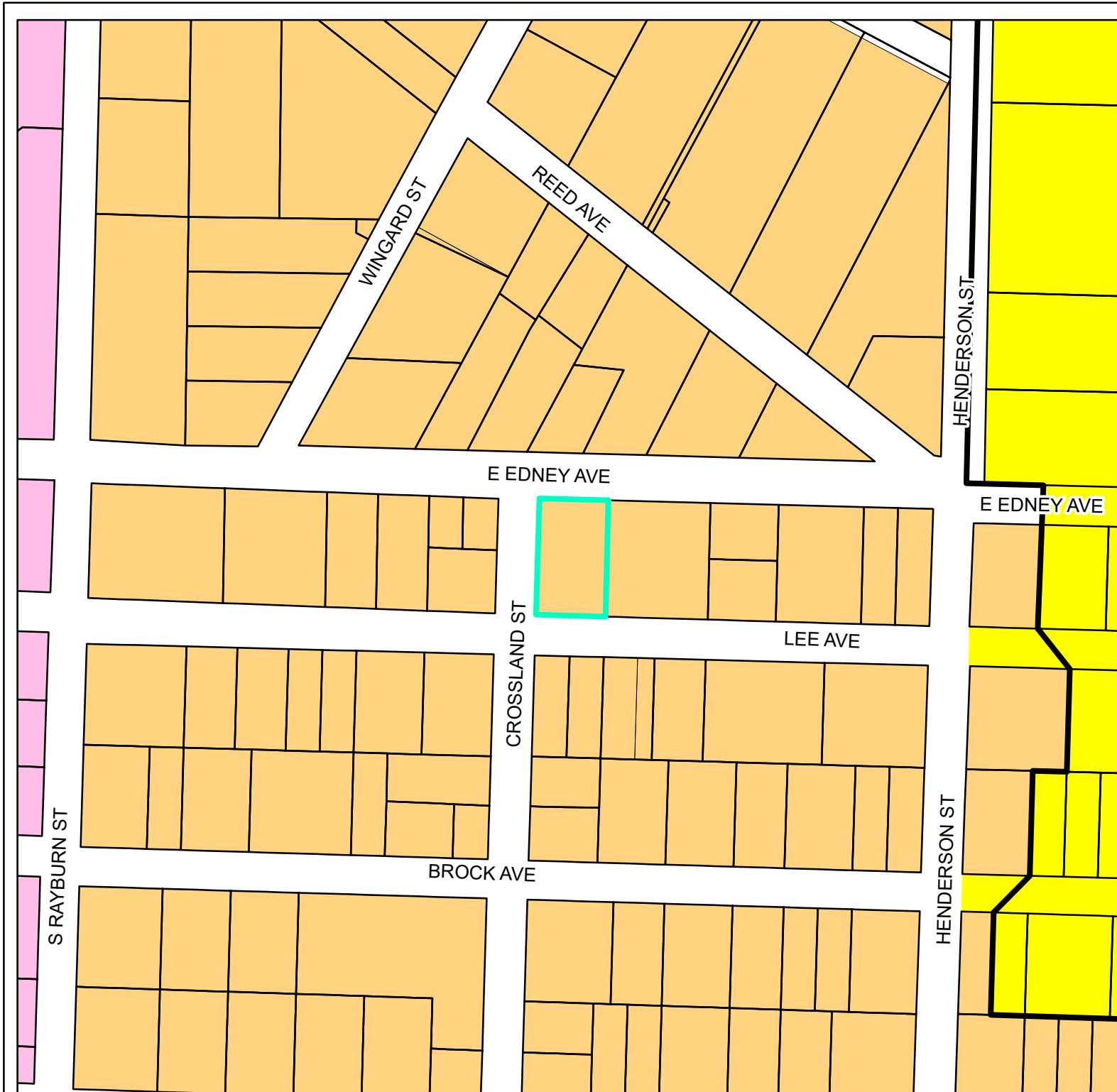
 Conservation (CON)

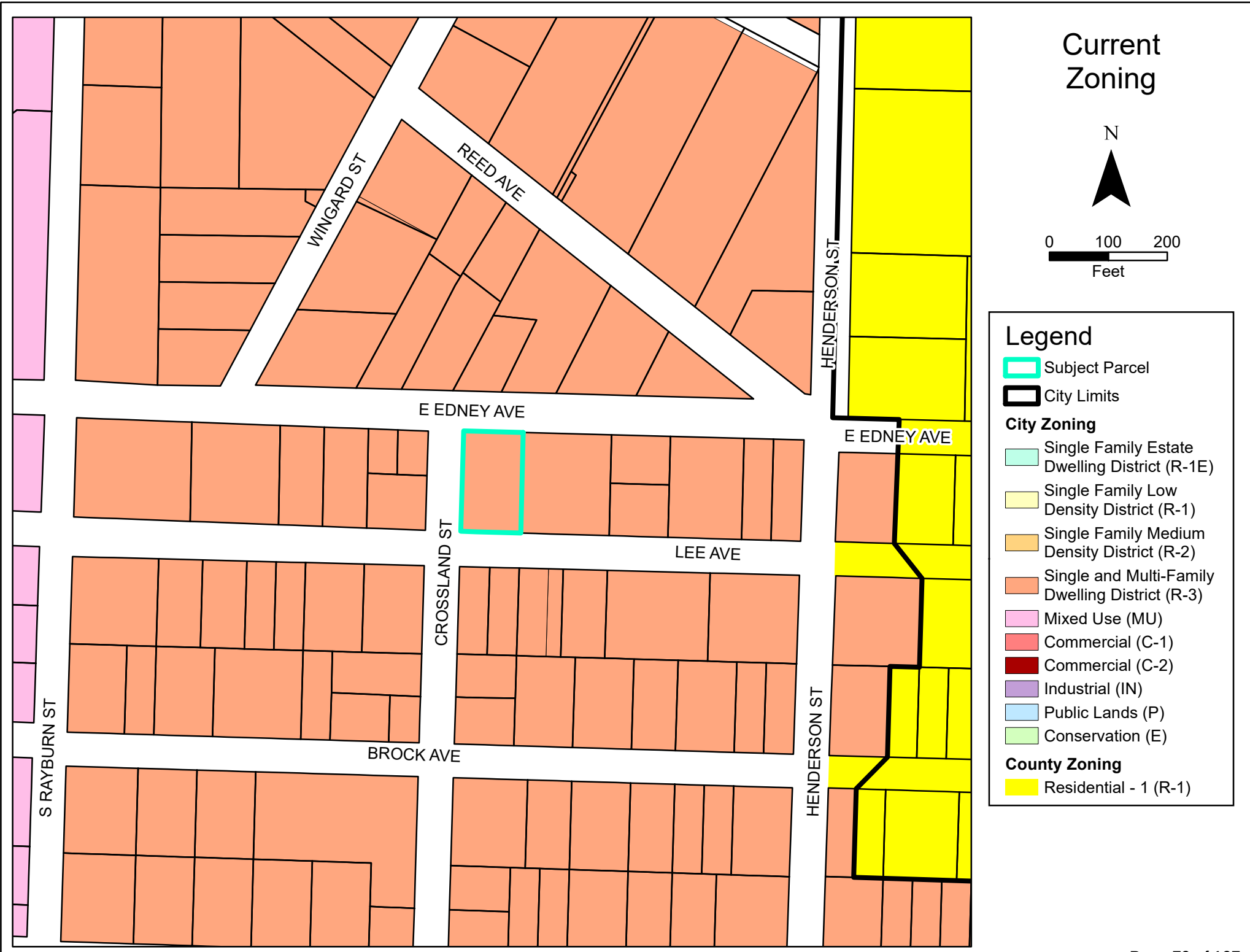
 Public Lands (PL)

 Residential (R)

County Future Land Use

 Low Density
Residential (LDR)





Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

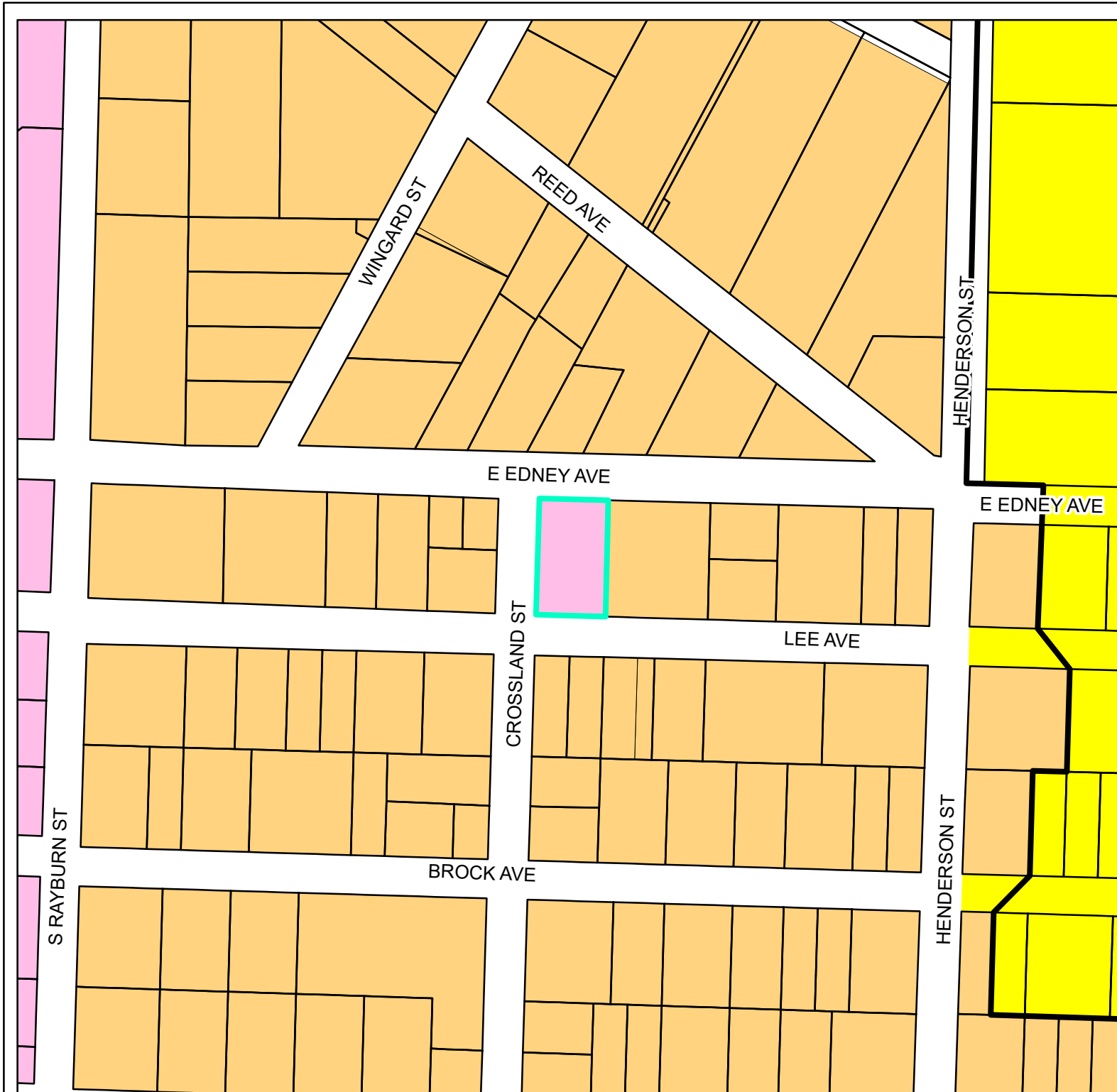
 City Limits

City Future Land Use

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

County Future Land Use

-  Low Density Residential (LDR)



Proposed Zoning



0 100 200
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)

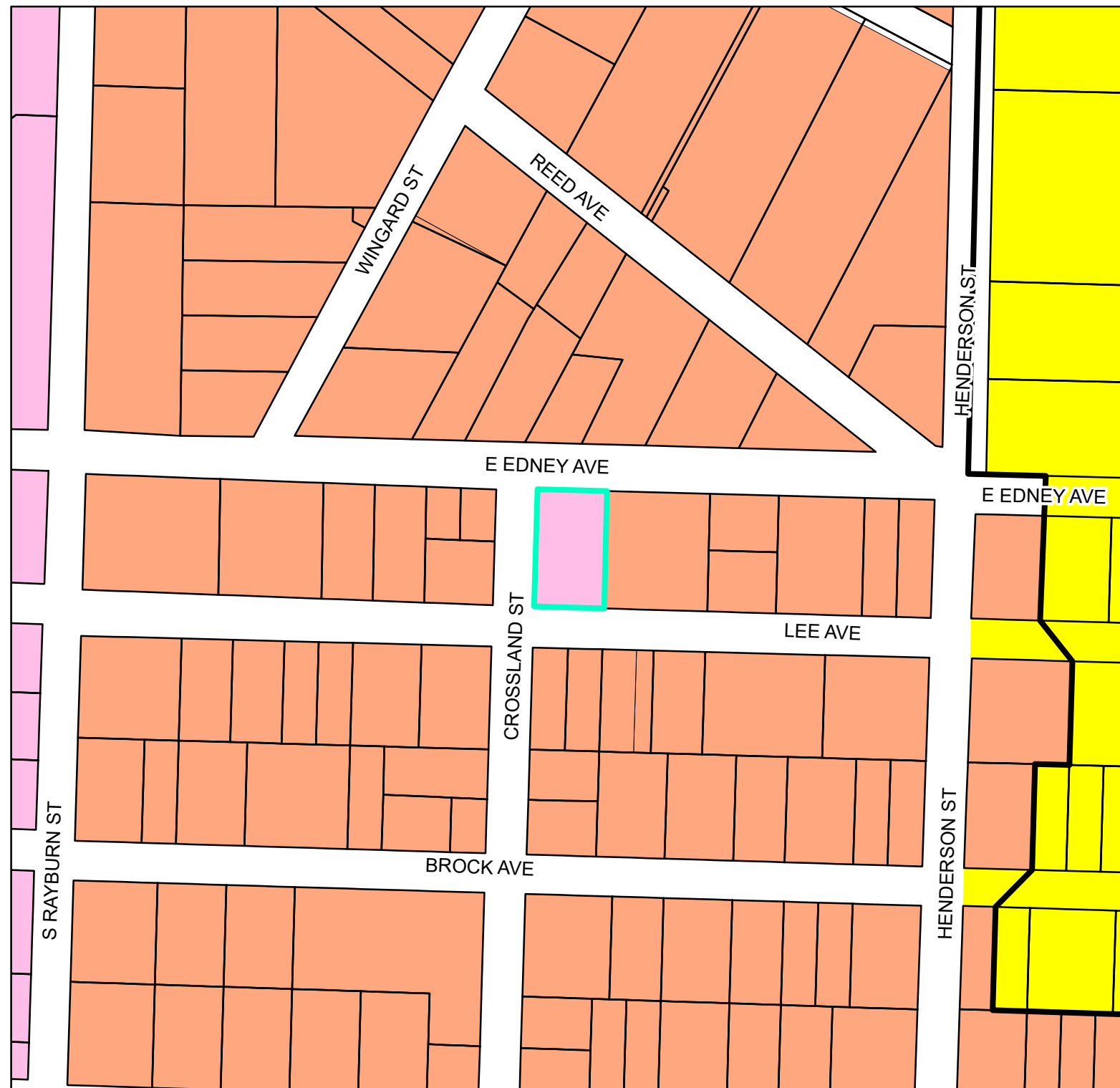
 Public Lands (P)

 Conservation (E)

 Planned Unit Development (PUD)

County Zoning

 Residential - 1 (R-1)





Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 11/8/2023
SUBJECT: Ordinance 1955 North Avenue East Comprehensive Plan Amendment

BACKGROUND:

On October 4, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located on North Avenue East.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Public Lands (PL).

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 November 6, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Grant-Moulton Properties LLC
1702 E James Lee Blvd
Crestview, FL 325390000
Parcel ID: 07-3N-23-1760-0004-0010
Site Size: 5.45 acres
Current FLU: Public Lands (PL)
Current Zoning: Public Lands (PL)
Current Land Use: Municipal

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

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family
West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single-Family

The subject property is currently developed for recreational use and a development application has been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential use.

Typically, at this point in the process, staff is not aware of what is being proposed on a given piece of property. In this case, this future land use amendment, and the subsequent rezoning to PUD are in conjunction with a project that is in review for 94 townhouse units. The current future land use and zoning designations do not provide for this use, and the surrounding future land use and zoning districts (Residential (R) and Single and Multi-family Density Dwelling District (R-3)) do not provide for the density requested within the application.

The developer has entered into an agreement with the Eglin Air Force base to provide housing (rent and utilities) to military members at the BAH rate, providing a benefit to both those service members as well as a positive impact on the community at large. In order to achieve that threshold, the developer determined that it would be necessary to construct more units in the project than would have typically been allowed in the R-3 zoning district and Residential future land use designation. Staff discussed various options that could help the developer achieve this goal for the benefit of our community. Initially, staff considered the Mixed Use (MU) zoning and future land use designations, which would provide a density comparable to the adjacent Arbor Valley development, located off of North Pearl Street, but were not comfortable with the potential commercial development that would be possible on the property with the Mixed Use zoning district. This 5.45 acre property with the Mixed Use zoning district could theoretically provide for commercial uses with densities/intensities that may not be consistent with the surrounding area.

As a result, staff determined that the most efficient and beneficial way to move forward would be to utilize the Mixed Use (MU) future land use, which allows for up to 20 units per acre, but assign the Planned Unit Development (PUD) zoning district, which references the submitted site plan for the development and, in this case, restricts the development specifically to what has been proposed - 94 townhomes. Any amendment to, or modification of the plans from that scope would require an additional ordinance to amend or remove the PUD ordinance that is being proposed coincidentally with this FLU amendment request. This provides a way for staff to ensure that this property does not develop any way other than what has generally been proposed without first consulting the Planning Board and City Council, protecting the area from development that, at this time, would not be considered consistent with the surrounding area.

Most of this information pertains to the PUD zoning district that will be presented next in the agenda, but as is typical, the above information provides the background necessary to best understand the requested future land use, as well.

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 in conjunction with the proposed zoning district.
- 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 October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 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 were \$2,500.00. The cost of advertising was \$240.50.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve Ordinance 1955 on first reading and move to second reading for adoption.

Attachments

1. Exhibit Packet
2. Patriot Park Site Development Plan

ORDINANCE: 1955

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 PUBLIC LANDS (PL) TO MIXED-USE (MU) ON APPROXIMATELY 5.45 ACRES, MORE OR LESS, IN SECTION 7, 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 Public Lands (PL) to Mixed-Use (MU) on a parcel of land containing 5.45 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

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

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 5.45 acres of land, more or less, from Public Lands (PL) to Mixed-Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 5.45 acres, more or less, is known as Parcel 07-3N-23-1760-0004-0010 and commonly described as:

All of Block 4 of REPLAT NORTH HILL, according to the Plat thereof as recorded in Plat Book 1, Page(s) 121, of the Public Records of OKALOOSA County, Florida.

The Mixed-Use (MU) Future Land Use Category is hereby imposed on Parcel 07-3N-23-1760-0004-0010. 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 07-3N-23-1760-0004-0010 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 11th day of December, 2023.

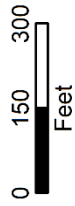
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

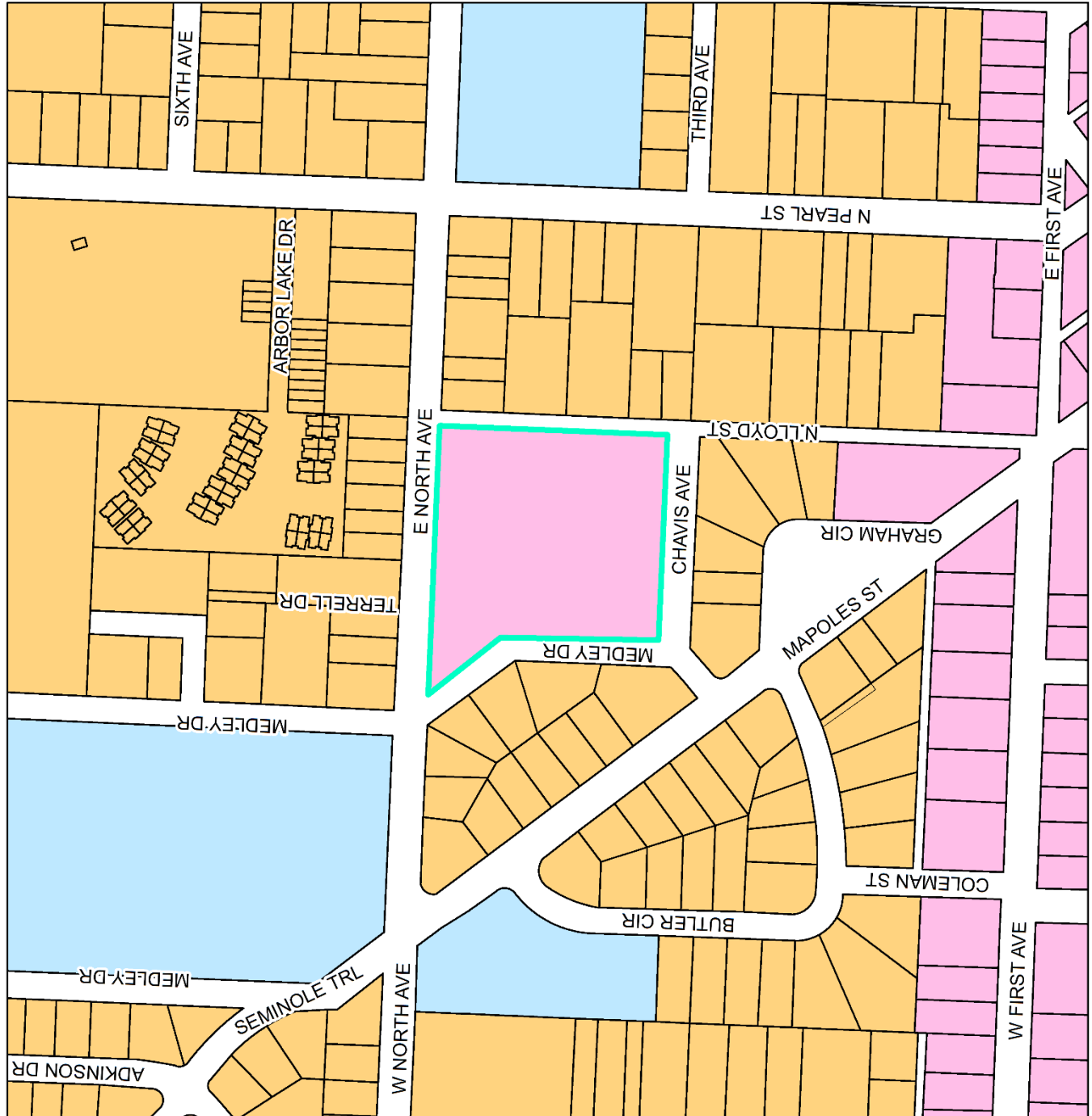
Industrial (IN)

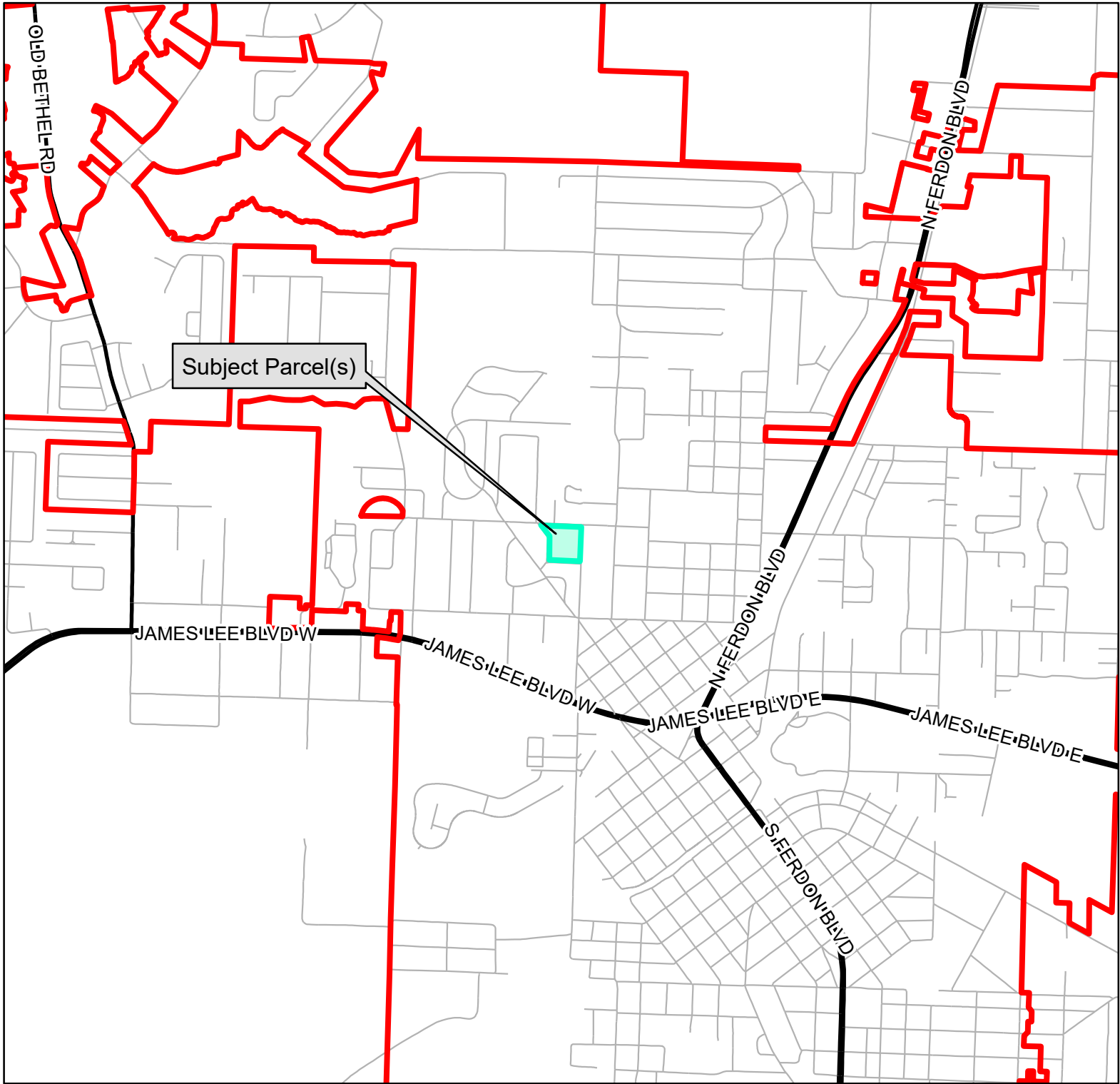
Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

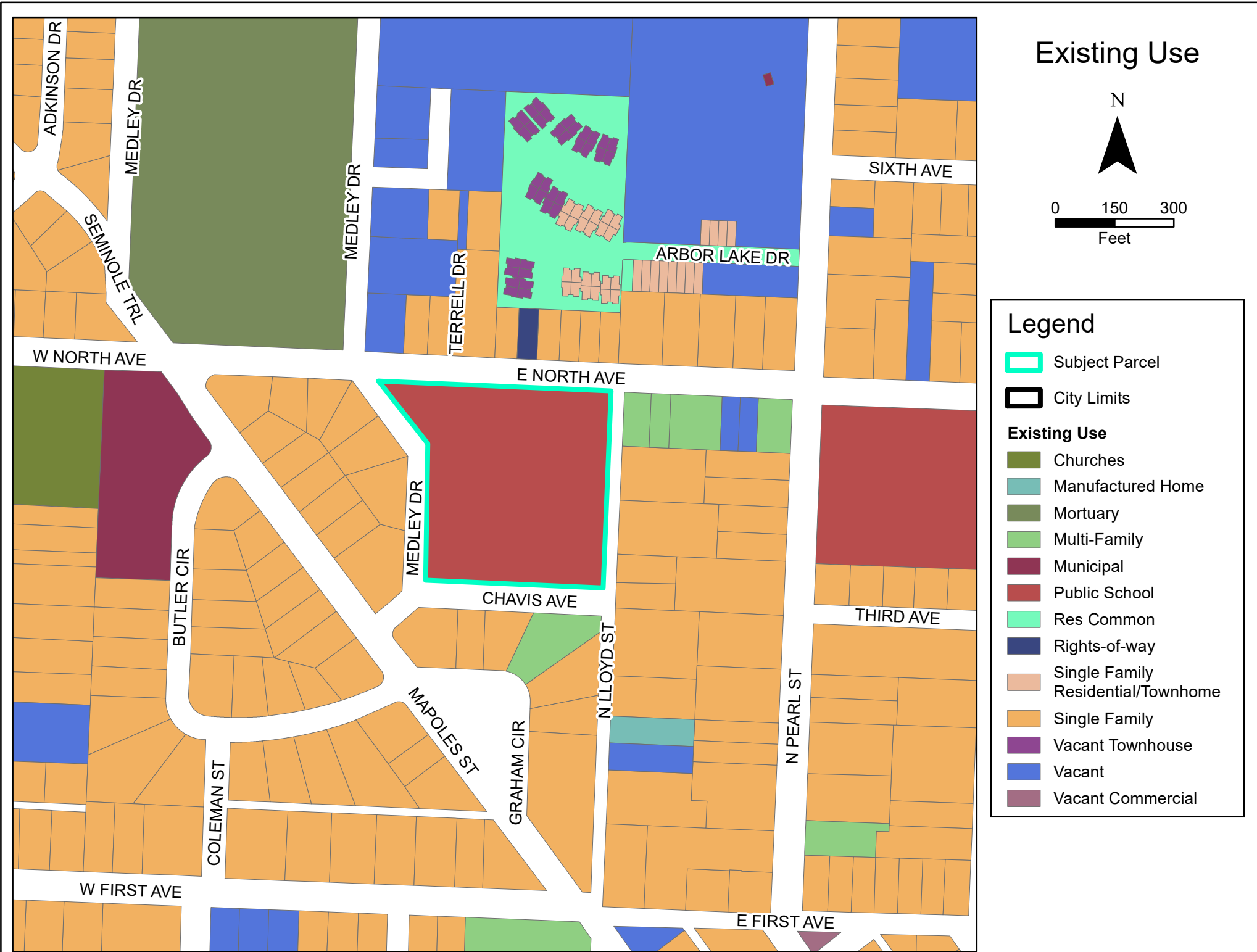




Vicinity Map



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



Current Future Land Use



0 150 300
Feet

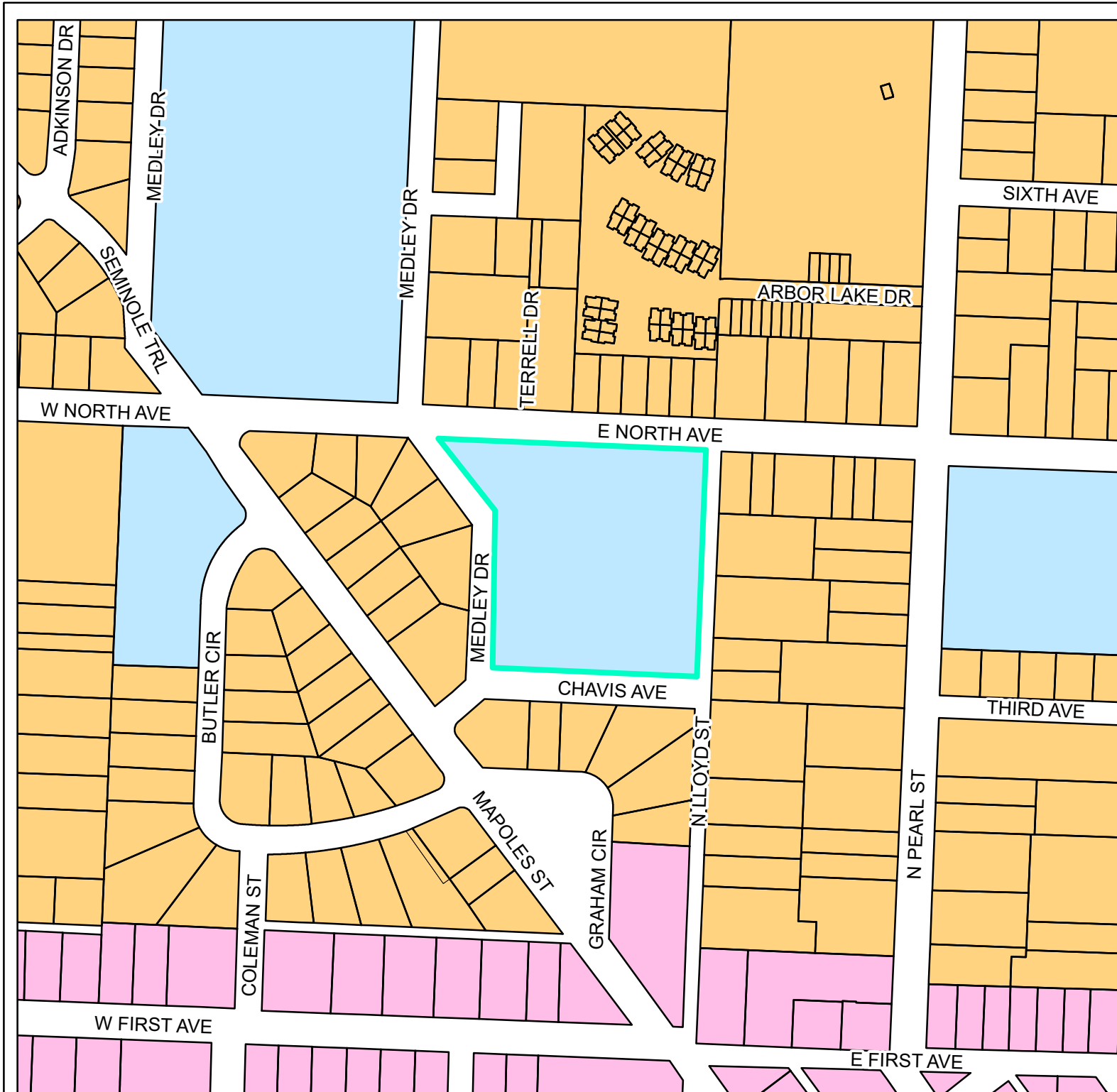
Legend

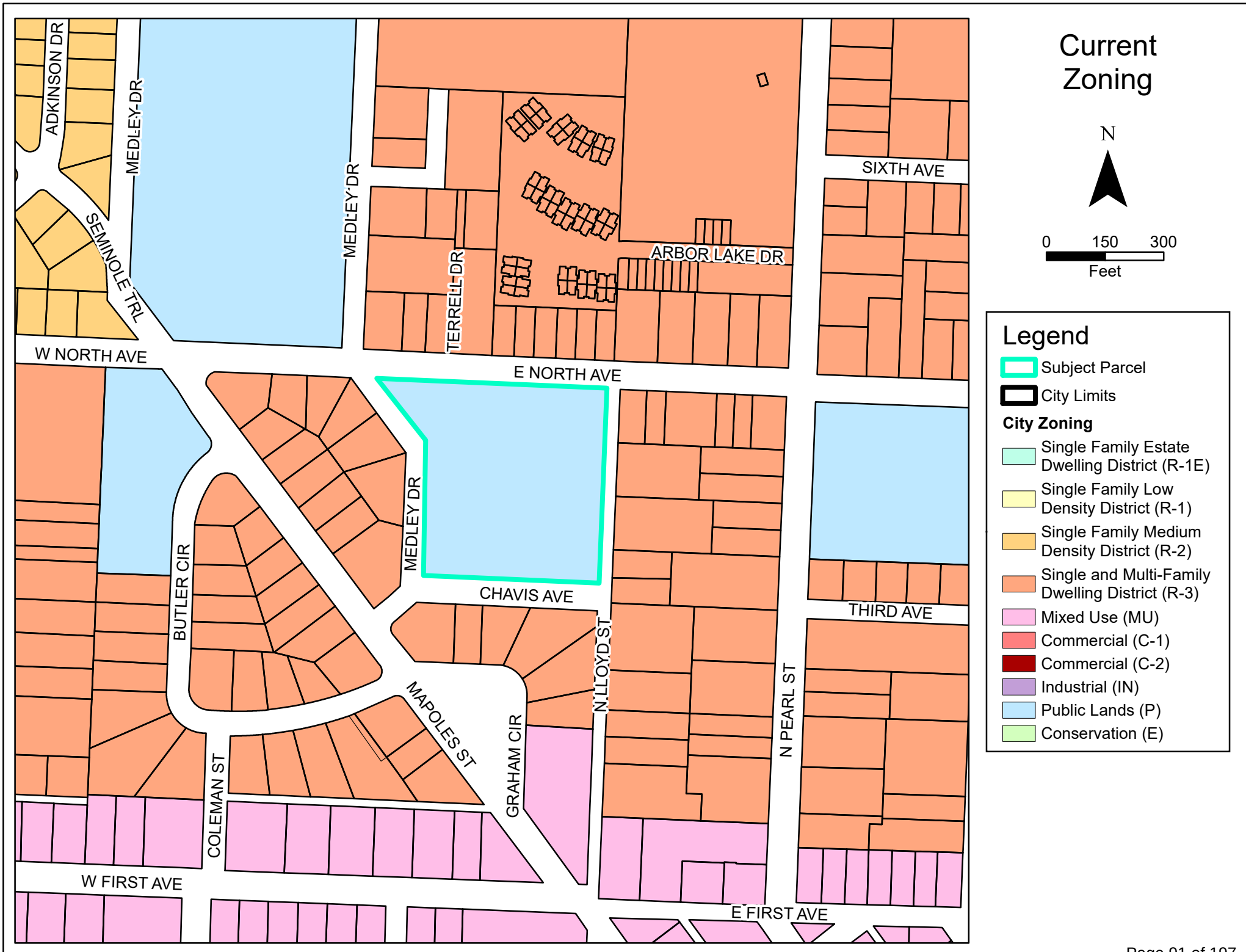
 Subject Parcel

 City Limits

City Future Land Use

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





Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

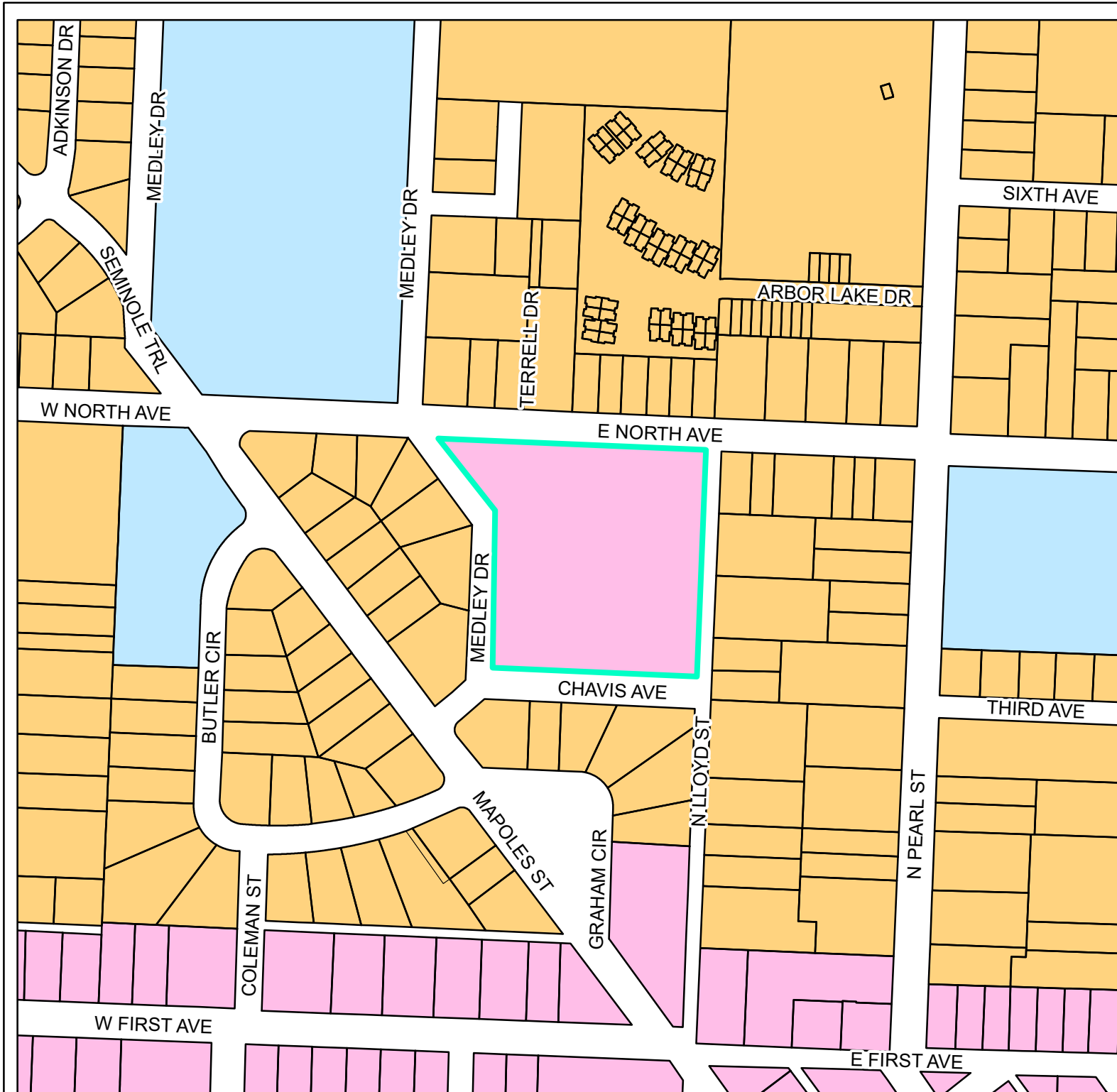
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 Residential (R)



Proposed Zoning



0 150 300
Feet

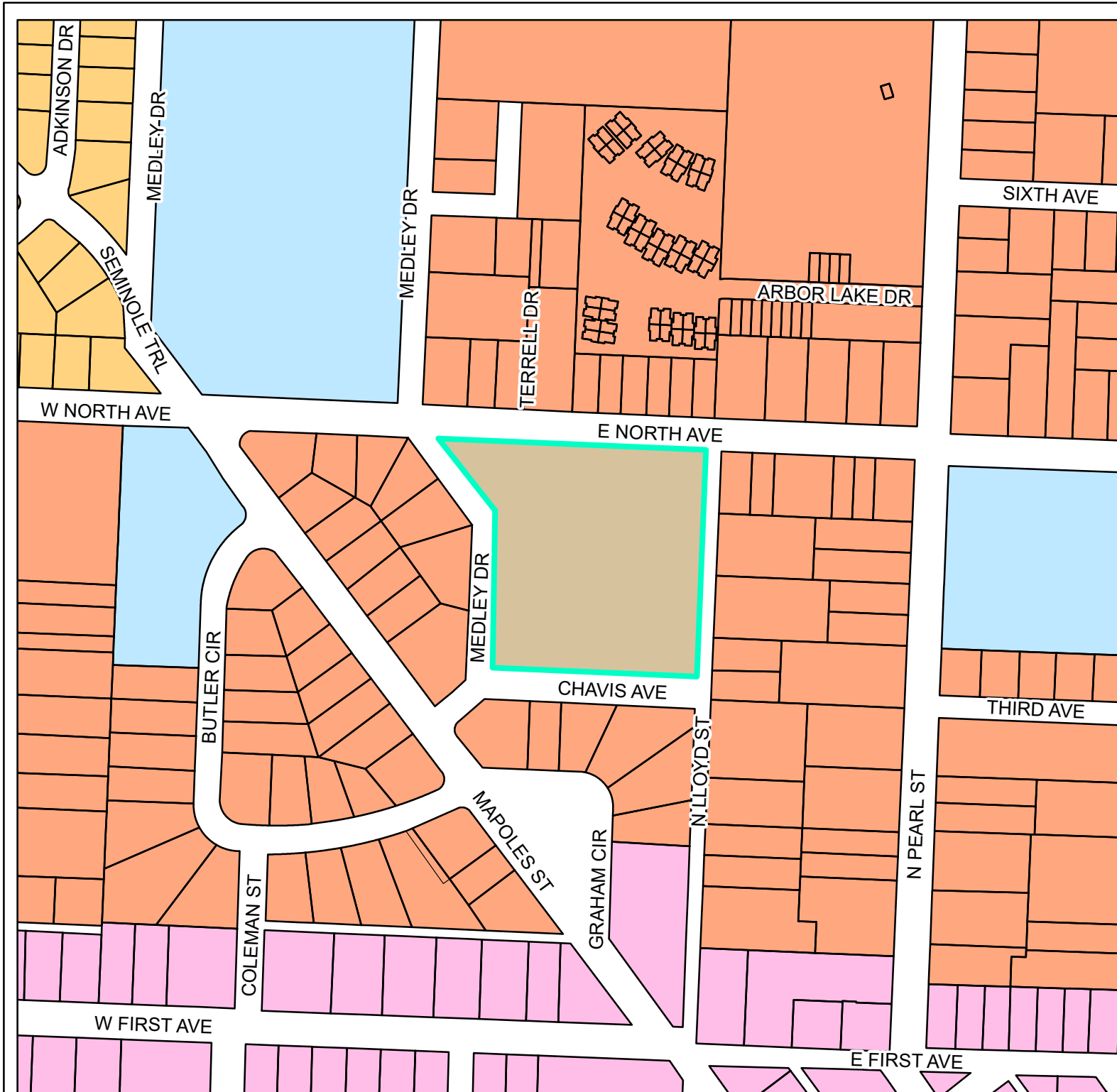
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 Subject Parcel

 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)
-  Planned Unit Development (PUD)



SITE SUMMARY

OWNER: GRANT-MOULTON PROPERTIES, LLC
PARCEL #: 17-3N-23-1760-0004-0010
TOTAL PROJECT AREA = 235,823 SF (5.4 AC.)

ZONING: MIXED USE
CURRENT LAND USE: RECREATION
PROPOSED LAND USE: RESIDENTIAL

FUTURE LAND USE: MIXED USE

BUILDING REQUIREMENTS:
FRONT SETBACK: REQUIRED = 20 FT
 PROVIDED = 20 FT
REAR SETBACK: REQUIRED = 15 FT
 PROVIDED = N/A FT
SIDE YARD SETBACK: REQUIRED = N/A FT
 PROVIDED = N/A FT MIN.
HEIGHT: REQUIRED = 70' MAX.
 PROVIDED = <45', TWO STORY

DENSITY: REQUIRED = 20 UNITS/AC MAX. = 108 UNITS
 PROVIDED = 94 UNITS

PARKING REQUIREMENTS:
SINGLE FAMILY DWELLING: REQUIRED = 2 SPACE PER UNIT
 = 2 SPACE X 94 UNITS = 188 SPACES
 PROVIDED = 188 SPACES
BICYCLE SPACES: REQUIRED = 1 PER 10 PARKING SPACES = 18
 PROVIDED = 18 SPACES

FLOOR AREA RATIO: REQUIRED = 3.0 MAX.
 PROVIDED = 157,920 SF/235,823 SF = 0.67

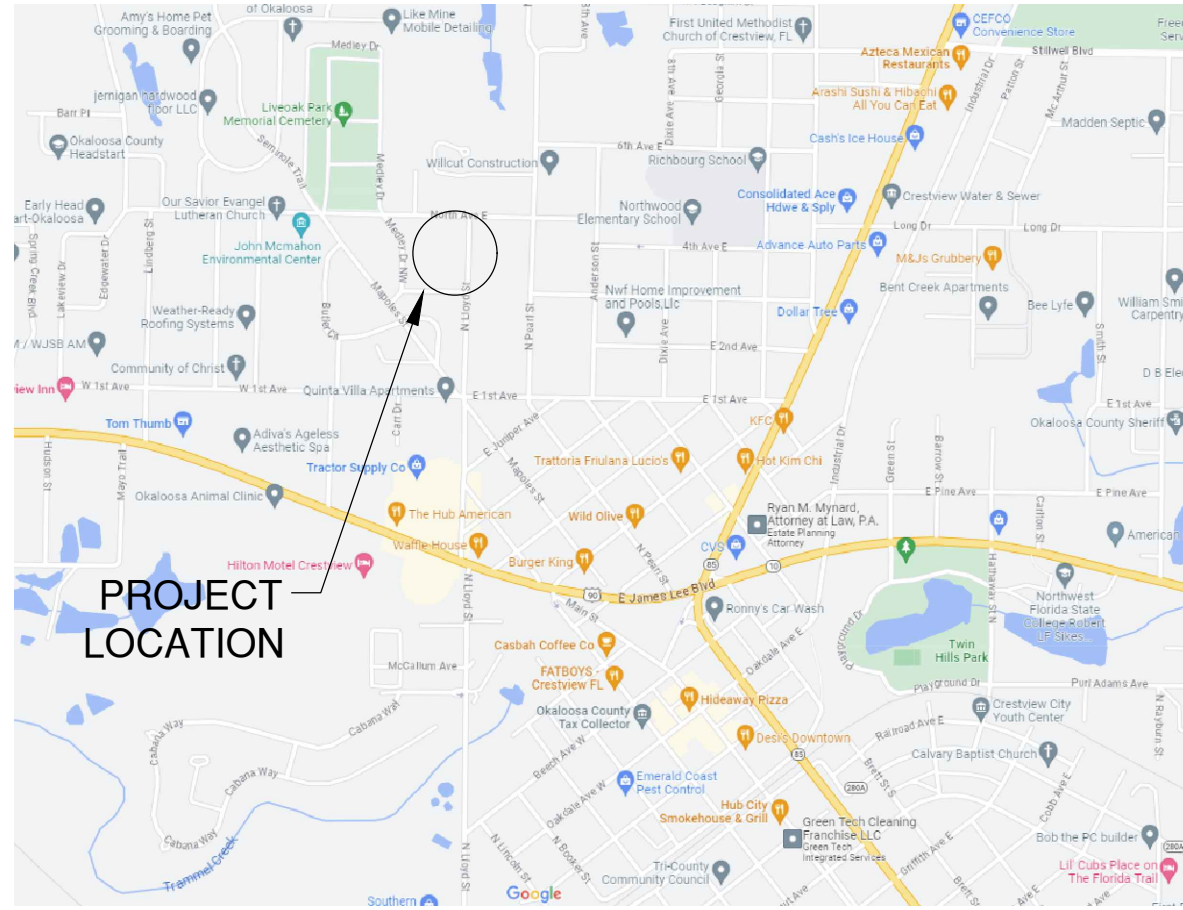
IMPERVIOUS SURFACE RATIO: REQUIRED = 80% MAX.
 PROVIDED = 128,598 SF / 235,823 SF = 54.5%

FLOOD PLAIN: FEMA FLOOD INSURANCE MAP NO. 12091C0165J, DATED MARCH 9, 2021
INDICATES THAT THIS PROPERTY IS LOCATED IN ZONE "X" FLOOD ZONE.

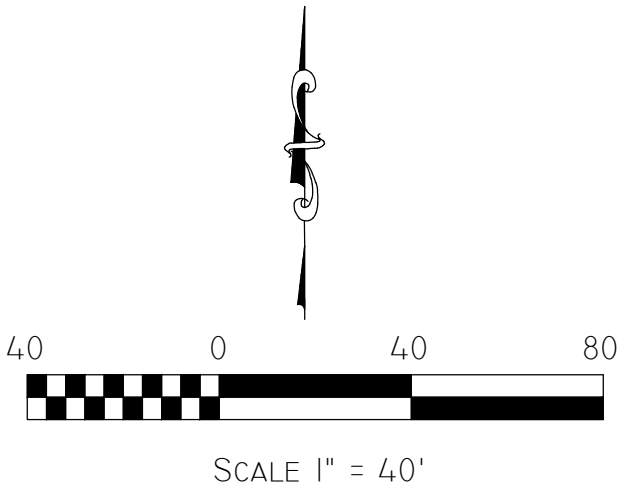
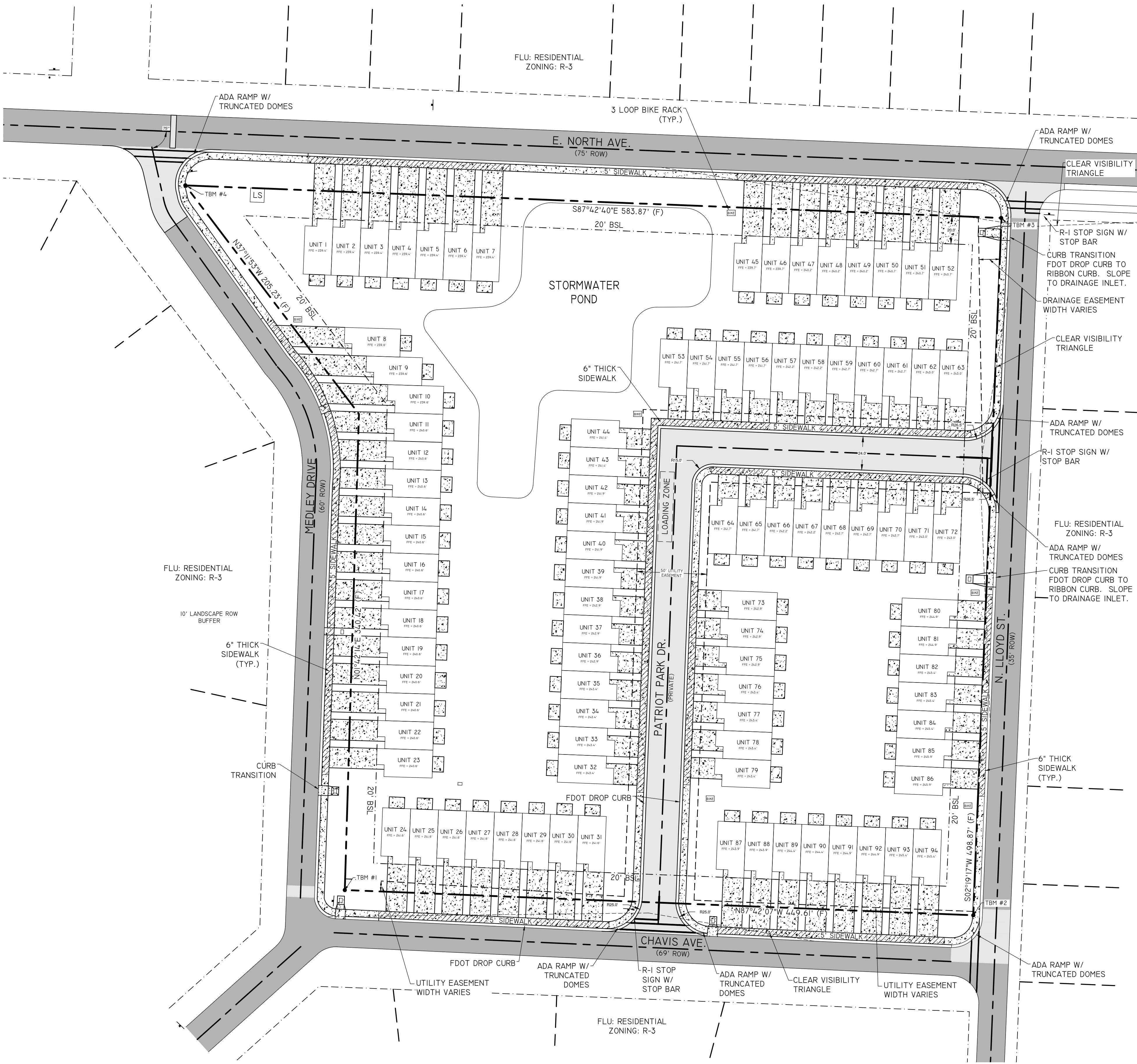
CONTRACTOR NOTES:

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- UPON COMPLETION, THE CONTRACTOR SHALL PROVIDE AN ASBLT SURVEY OF ALL SITE, GRADING AND UTILITY IMPROVEMENTS.

LEGEND	
PROPERTY LINE	---
BUILDING/LANDSCAPE SETBACK	- - - - -
PROPOSED EDGE OF PAVEMENT	---
EXISTING ROW	---
EXISTING ROAD CENTERLINE	---
EXISTING CHAIN LINK FENCE	- x - x - x - x -
PROPOSED CHAIN LINK FENCE	- x - x -
EXISTING ASPHALT	[Pattern]
PROPOSED ASPHALT	[Pattern]
EXISTING CONCRETE	[Pattern]
PROPOSED CONCRETE	[Pattern]
PROPOSED 6" THICK SIDEWALK	[Pattern]
PROPOSED SIGN	[Symbol]



LOCATION MAP
N.T.S.



BENCHMARKS		
NO.	DESCRIPTION	ELEV.
TBM #1	I.R. #7237	239.00
TBM #2	I.R. #7237	245.51
TBM #3	I.R. #7237	239.69
TBM #4	I.R. #7237	237.50

LEGAL DESCRIPTION (AS PROVIDED PER FGS SURVEY)

ALL OF BLOCK 4 OF REPLAT NORTH HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 121, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

Baker Engineers, LLC
P.O. Box 522
DeFuniak Springs, FL 32435
Telephone: (850) 836-4970

PATRIOT PARK
SITE PLAN
Crestview, Florida

Notes

Scale
AS NOTED

Project Number
3003

Drawn By
NVB

Reviewed By
NVB

Issue Date
OCTOBER 13, 2023

Sheet Number
C 3.1



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 11/8/2023
SUBJECT: Ordinance 1956 North Avenue East Rezoning

BACKGROUND:

On October 4, 2023, staff received an application to amend the comprehensive plan and zoning designations for property located on North Avenue East.

The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Public Lands (PL).

The application requests the Planned Unit Development (PUD) zoning designation for the property.

The Planning and Development Board recommended approval of the request on November 6, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Grant-Moulton Properties LLC
1702 E James Lee Blvd
Crestview, FL 325390000
Parcel ID: 07-3N-23-1760-0004-0010
Site Size: 5.45 acres
Current FLU: Public Lands (PL)
Current Zoning: Public Lands (PL)
Current Land Use: Municipal

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

Direction	FLU	Zoning	Existing Use
North	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family
East	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family
South	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single Family & Multi-Family
West	Residential (R)	Single and Multi-Family Density Dwelling District (R-3)	Single-Family

The subject property is currently developed for recreational use and a development application has been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential use.

Typically, at this point in the process, staff is not aware of what is being proposed on a given piece of property. In this case, this proposed rezoning to PUD is in conjunction with a project that is in review for 94 townhouse units. The current future land use and zoning designations do not provide for this use, and the surrounding future land use and zoning districts (Residential (R) and Single and Multi-family Density Dwelling District (R-3)) do not provide for the density requested within the application.

The developer has entered into an agreement with the Eglin Air Force base to provide housing (rent and utilities) to military members at the BAH rate, providing a benefit to both those service members as well as a positive impact on the community at large. In order to achieve that threshold, the developer determined that it would be necessary to construct more units in the project than would have typically been allowed in the R-3 zoning district and Residential future land use designation. Staff discussed various options that could help the developer achieve this goal for the benefit of our community. Initially, staff considered the Mixed Use (MU) zoning and future land use designations, which would provide a density comparable to the adjacent Arbor Valley development, located off of North Pearl Street, but were not comfortable with the potential commercial development that would be possible on the property with the Mixed Use zoning district. This 5.45 acre property with the Mixed Use zoning district could theoretically provide for commercial uses with densities/intensities that may not be consistent with the surrounding area.

As a result, staff determined that the most efficient and beneficial way to move forward would be to utilize the Mixed Use (MU) future land use, which allows for up to 20 units per acre, but assign the Planned Unit Development (PUD) zoning district, which references the submitted site plan for the development and, in this case, restricts the development specifically to what has been proposed - 94 townhomes. Any amendment to, or modification of the plans from that scope would require an additional ordinance to amend or remove the PUD ordinance that is being proposed coincidentally with this FLU amendment request. This provides a way for staff to ensure that this property does not develop any way other than what has generally been proposed without first consulting the Planning Board and City Council, protecting the area from development that, at this time, would not be considered consistent with the surrounding area.

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 October 12, 2023. The property was posted on October 23, 2023. An advertisement ran in the Crestview News Bulletin on October 26, 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 were \$750.00. There is no additional cost of advertising as the rezoning request was included in the advertisement for the comprehensive plan amendment.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve Ordinance 1956 on first reading and move to second reading for adoption.

Attachments

1. Exhibit Packet
2. Patriot Park Site Development Plan

ORDINANCE: 1956

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 5.45 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE PUBLIC LANDS (PL) ZONING DISTRICT TO THE PLANNED UNIT DEVELOPMENT (PUD) 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 & INTENT. The authority for enactment of this ordinance is pursuant to chapters 166 and 177, Florida Statutes, section 1, City Charter, and the City's Land Development Code.

1. The owner, Grant-Moulton Properties, LLC, applied for rezoning approval of Block 4 of North Hill Replat, according to the Plat thereof as recorded in Plat Book 1, Page 121, of the Public Records of Okaloosa County Florida, identified by parcel number 07-3N-23-1760-0004-0010. The development will consist of a 94-unit townhouse development. Approval of this rezoning will result in a new Planned Unit Development zoning district at the property.
2. The Planning and Development Board held a public hearing and considered this ordinance on November 6, 2023. The Planning and Development Board has recommended approval of the rezoning of the subject area from the Public Lands (PL) Zoning District to the Planned Unit Development (PUD) Zoning District in accordance with the Patriot Park Site Development Plan as prepared by Baker Engineering, LLC, dated October 2023, and the conditions and amendments in this ordinance.
3. The City Council then conducted a public meeting on November 13, 2023, and a public hearing on December 11, 2023, after giving due public notice pursuant to Section 166.041 of the Florida Statutes and the City's Land Development Code.

SECTION 2 – FINDINGS OF FACT. The City Council finds:

1. The Planned Unit Development (PUD) is a zoning district available to encourage flexibility in the design and development of land and allow improved design and quality in new development. The PUD is intended to provide for diversification and integration of uses and structures consistent with the Future Land Use designation.
2. The Patriot Park Planned Unit Development is located at property identified by parcel number 07-3N-23-1760-0004-0010. The subject property is approximately 5.4 acres. The development will consist of 94 townhouse units fronting E North Avenue, N Lloyd Street, Medley Drive and Chavis Avenue.
3. The Patriot Park Planned Unit Development is consistent with the City's Comprehensive Plan.
4. The proposed PUD is surrounded on all sides by public right-of-way and will not directly abut any properties with different land uses.
5. The intensity/density of the development is compatible with the surrounding area.
6. The provisions of and conditions required by this approval are necessary and in the best interests of the public health, safety, and welfare of City citizens. Therefore, the City Council approves the Patriot Park Planned Unit Development, as set forth in this ordinance.

SECTION 3 – PROPERTY TO BE REZONED.

1. The property subject to this rezoning is identified by parcel number 07-3N-23-1760-0004-0010 and is more particularly depicted in the Patriot Park Site Development Plan.
2. The requested rezoning is consistent with the City's Comprehensive Plan. Therefore, the subject property is hereby rezoned from the Public Lands (PL) zoning district to the Planned Unit Development (PUD) district, subject to all conditions and amendments of this ordinance and the Patriot Park Site Development Plan as prepared by Baker Engineers, LLC, dated October 2023.
3. The Official Zoning Map of the City of Crestview is hereby amended to change the classification of the subject property from the Public Lands (PL) zoning district to the Planned Unit Development (PUD) district.

SECTION 4 – ADOPTION AND CONDITIONS TO PATRIOT PARK PLANNED UNIT DEVELOPMENT. The Patriot Park Site Development Plan as prepared by Baker Engineers, LLC, dated October 2023, is adopted by reference and approved as the site development plan, with the following amendments and conditions:

1. All improvements shall be made in accordance with the provisions of this ordinance and the site development plan document. This ordinance and the site development plan document shall be considered the development and site standards, criteria, and other requirements for development of the Patriot Park Planned Unit Development. If a subject is not addressed in this ordinance or the site development plan document, the applicable provision of the latest version of the City's Land Development Code shall apply.
2. No development shall occur on the subject property, except for townhouses with a maximum quantity of 94 units.
3. Access spacing for driveways connecting to public rights-of-way are allowed as shown in the site development plan document, notwithstanding Land Development Code requirements.
4. Maintenance of infrastructure improvements (water, sewer, stormwater, roadways, driveways, etc.) constructed on the subject property or in conjunction with the development in the right-of-way, shall be maintained by the developer until maintenance is expressly accepted by and conveyed to the City of Crestview.

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 Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1955 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

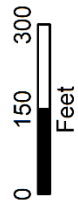
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor

Adopted Zoning



Legend

Subject Parcel

City Limits

Zoning

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)

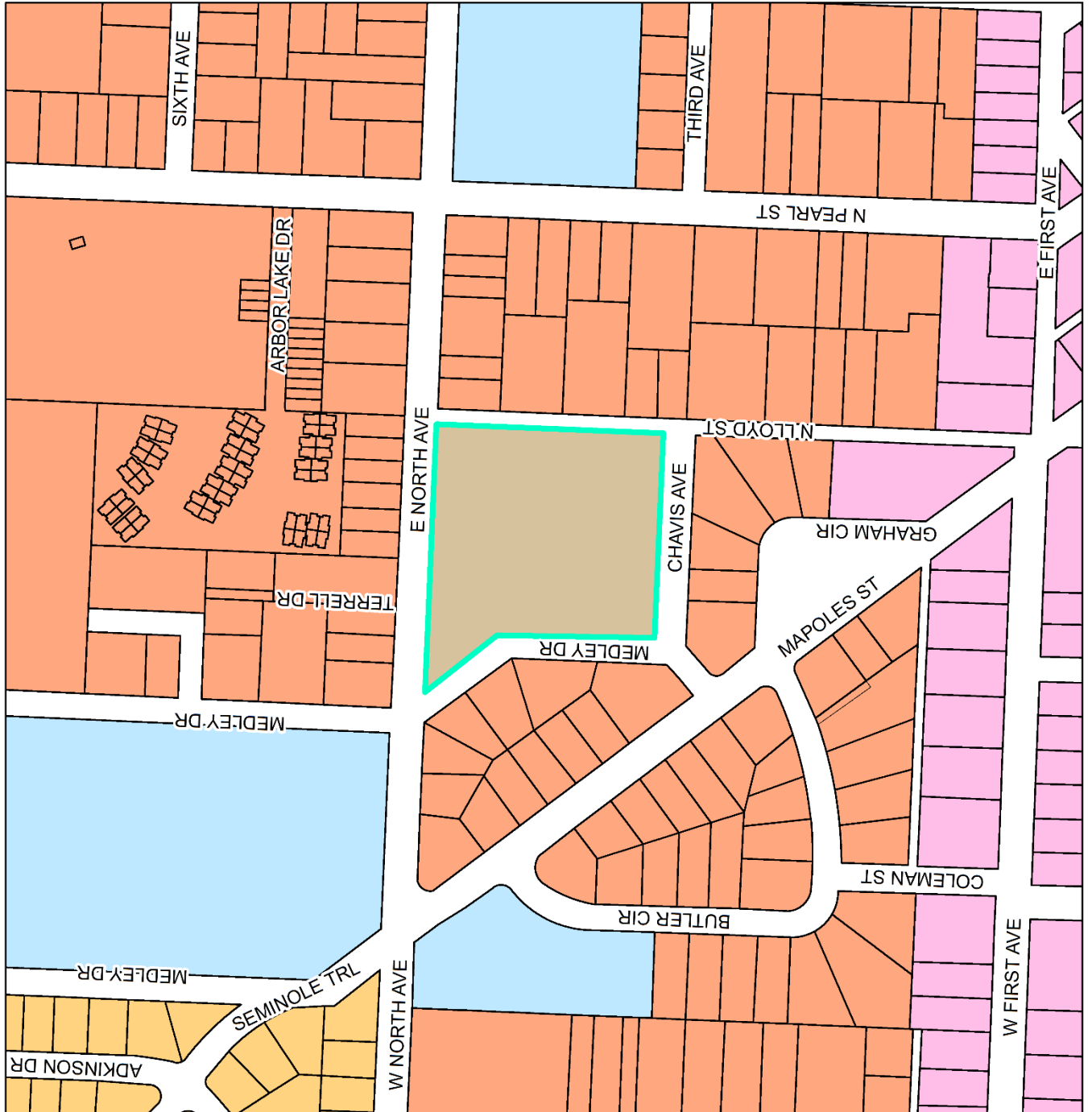
Commercial (C-2)

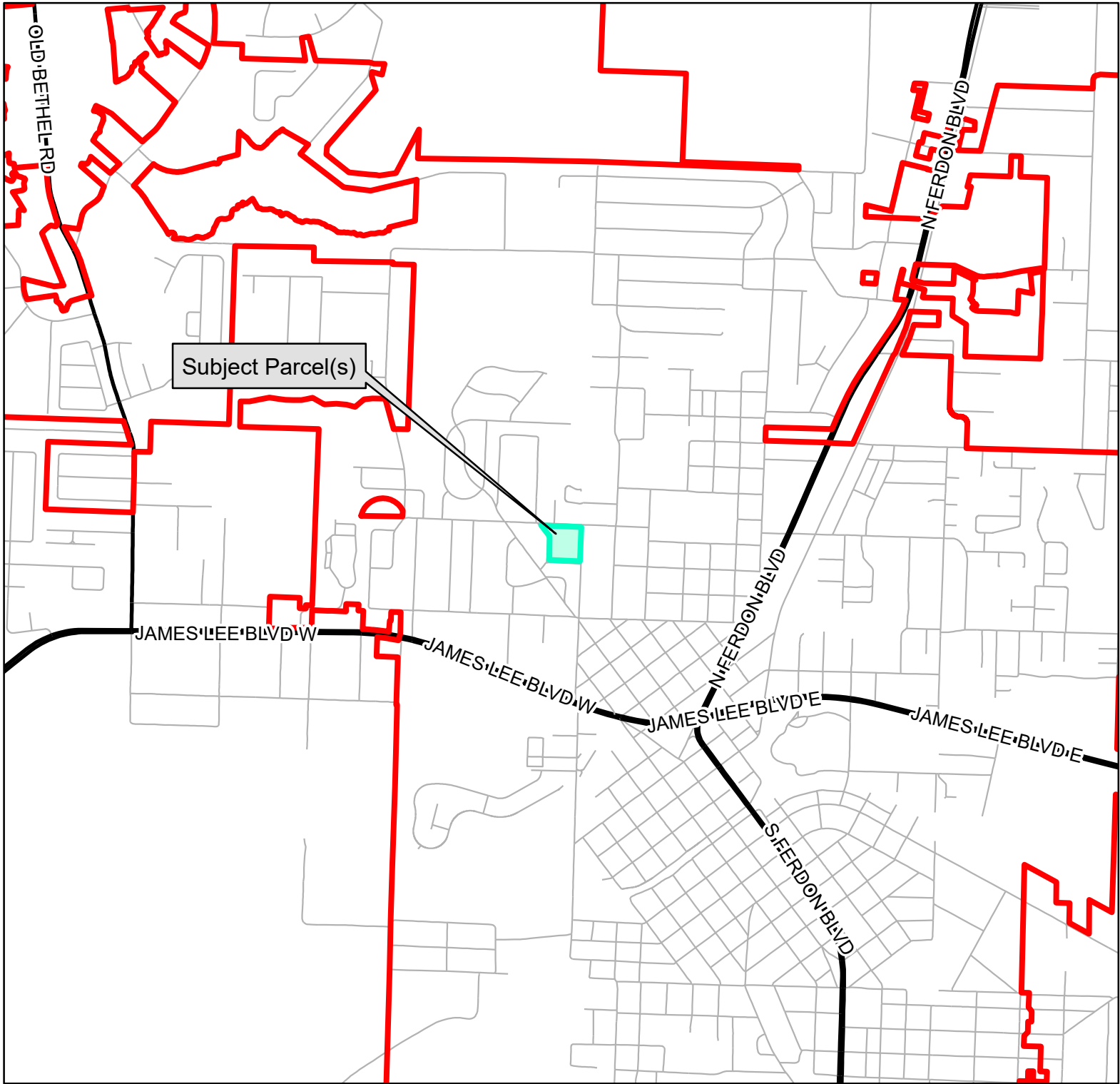
Industrial (IN)

Public Lands (P)

Conservation (E)

Planned Unit
Development (PUD)





Vicinity Map



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



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

Existing Use

-  Churches
-  Manufactured Home
-  Mortuary
-  Multi-Family
-  Municipal
-  Public School
-  Res Common
-  Rights-of-way
-  Single Family Residential/Townhome
-  Single Family
-  Vacant Townhouse
-  Vacant
-  Vacant Commercial

Current Future Land Use



0 150 300
Feet

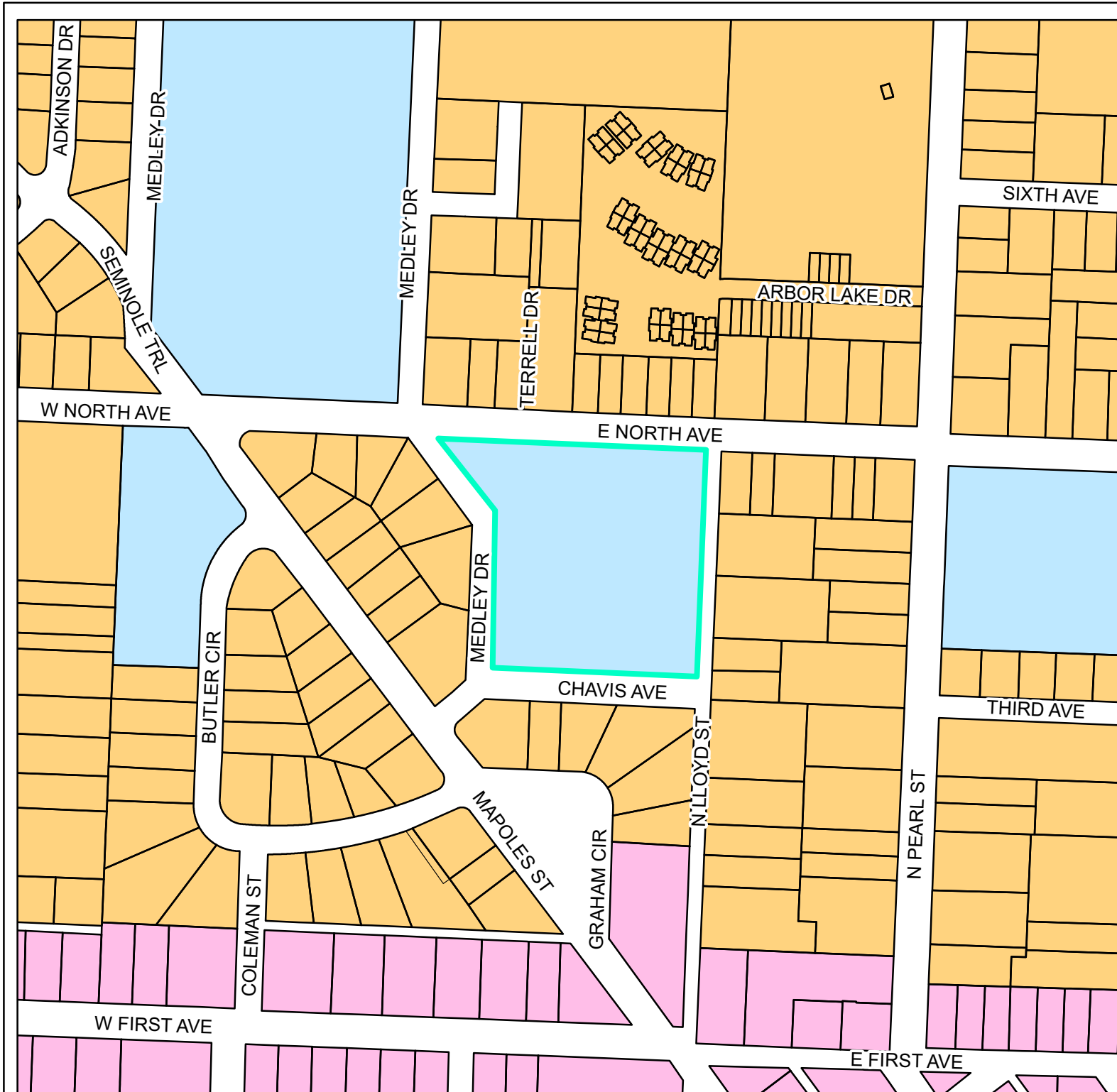
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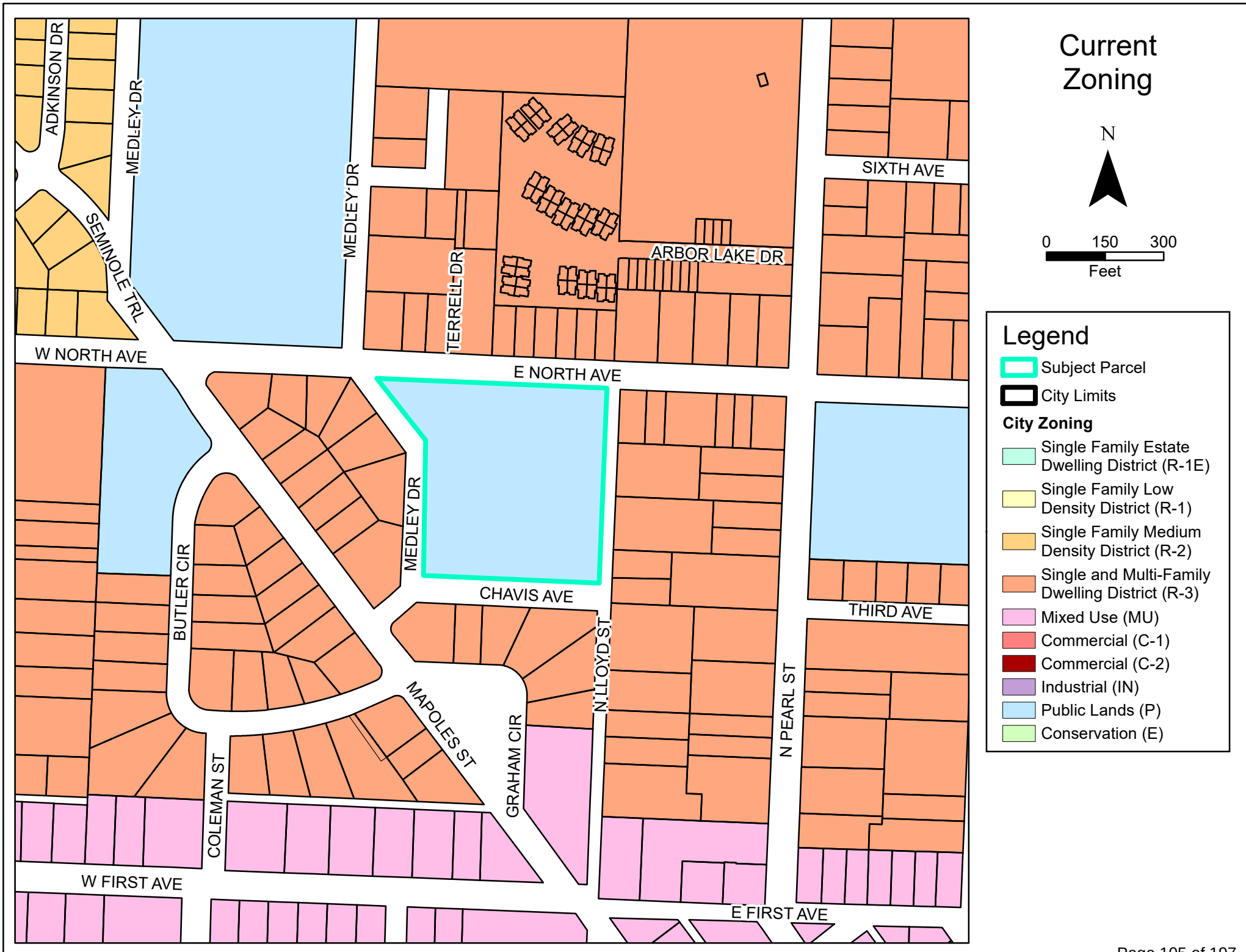
 Subject Parcel

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Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

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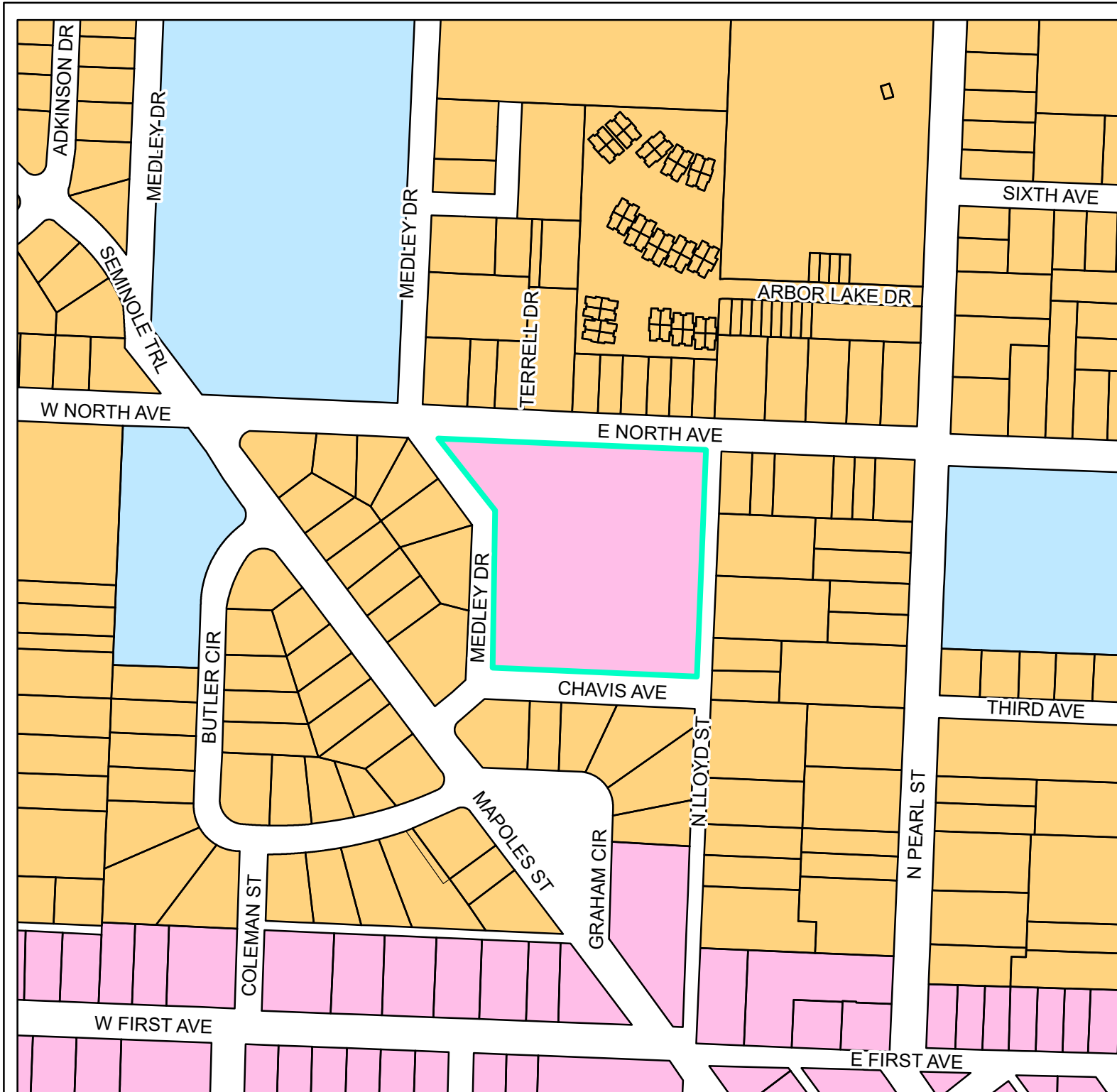
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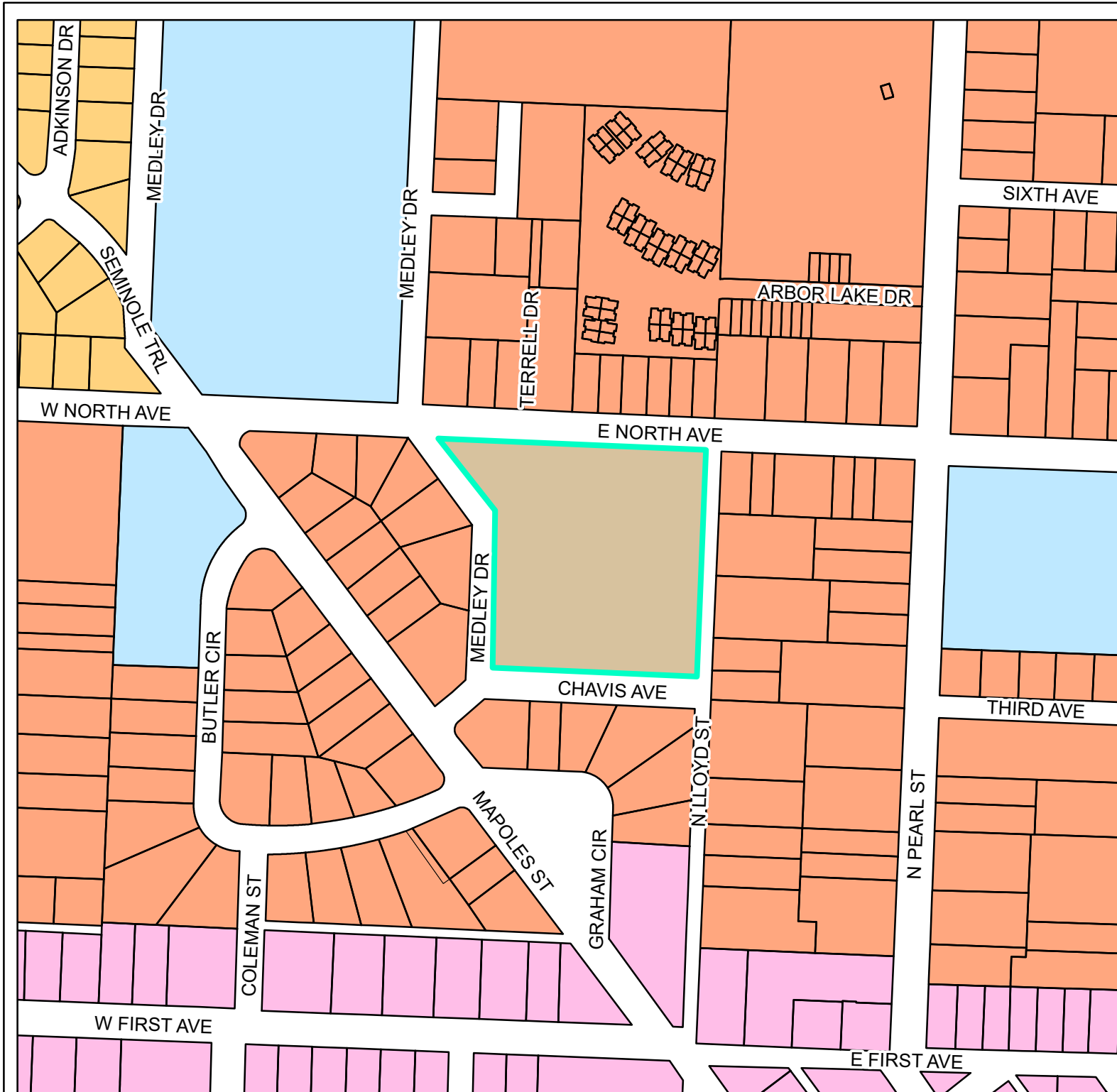
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SITE SUMMARY

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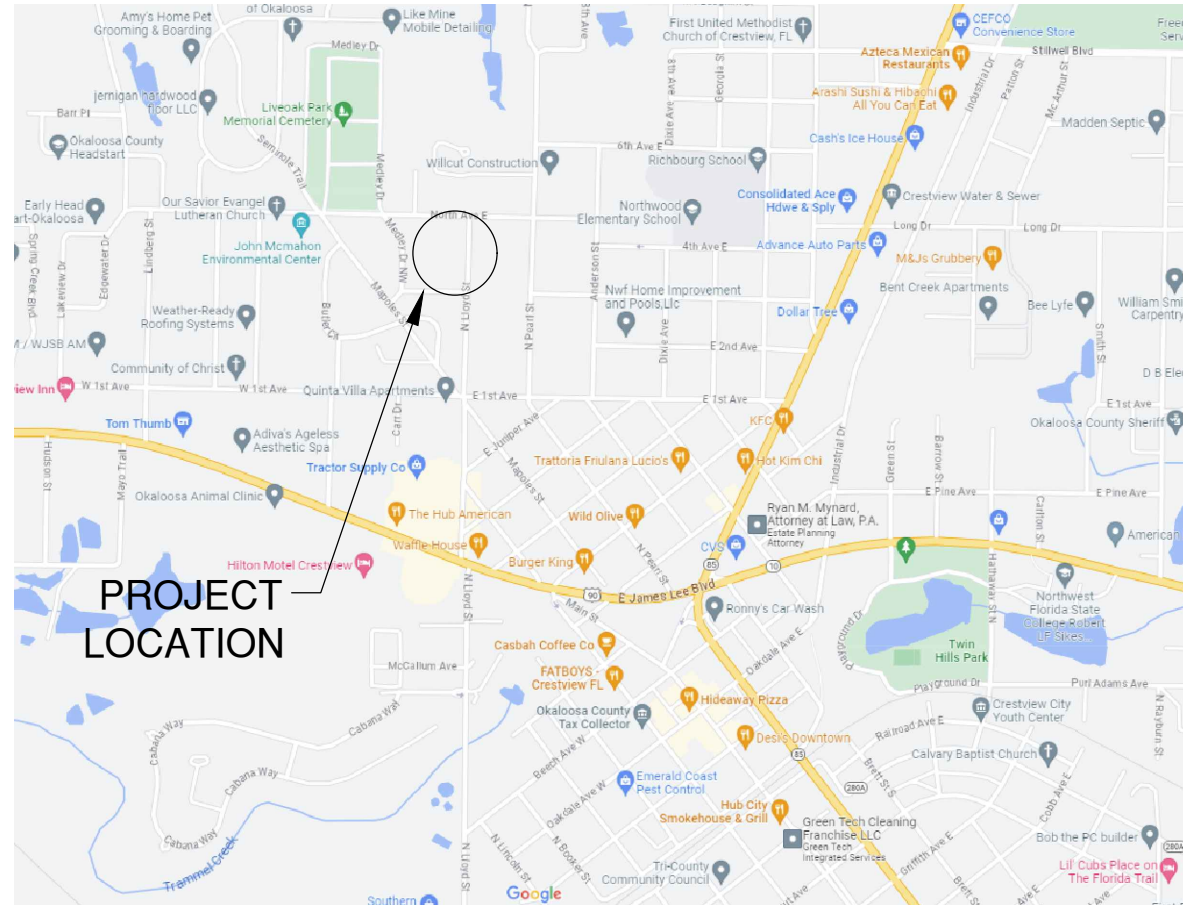
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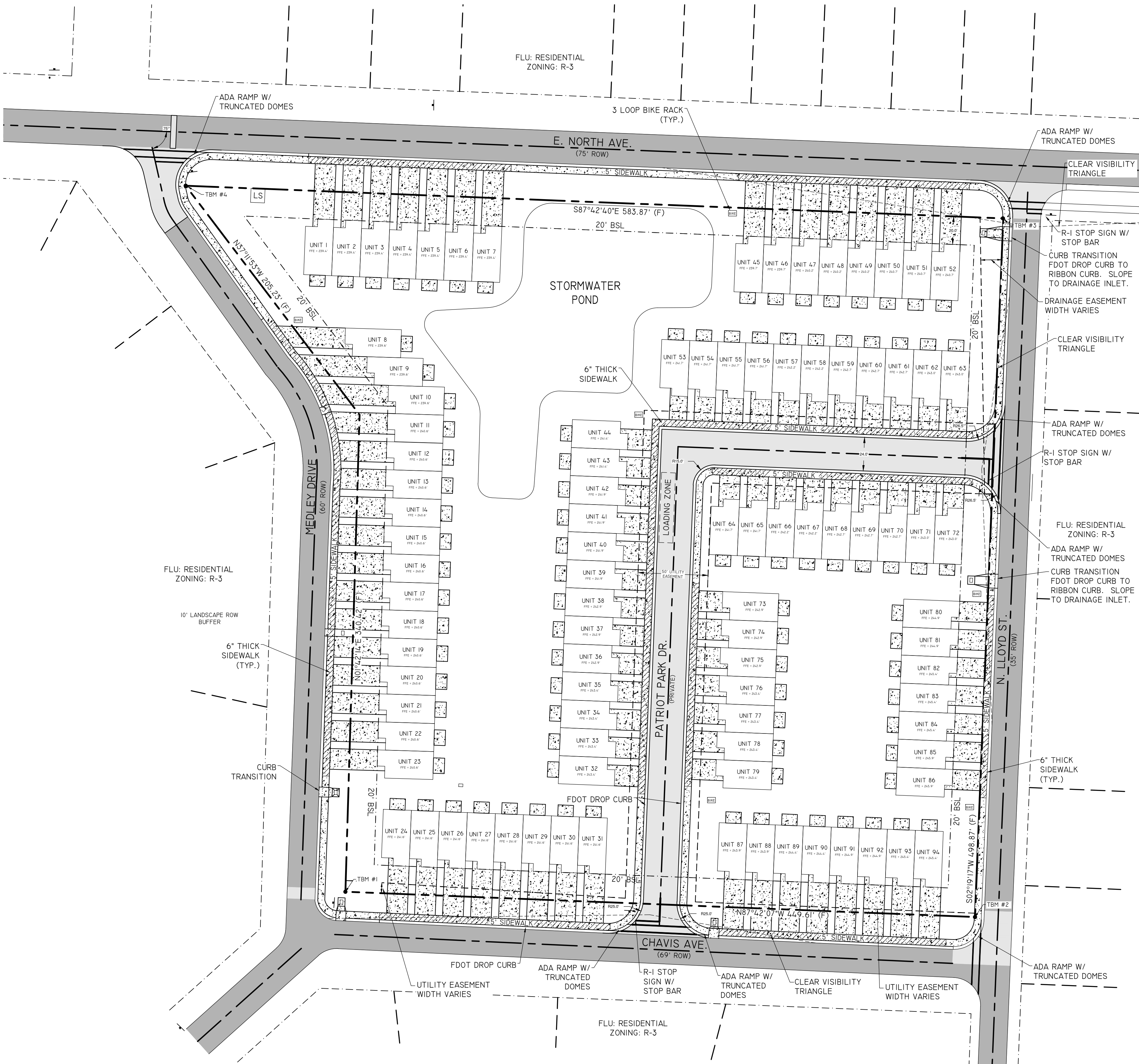
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LEGEND	
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EXISTING ROW	---
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PROPOSED SIGN	---

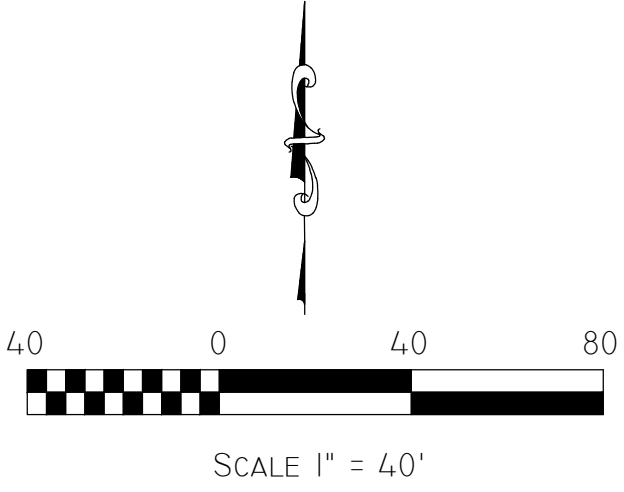


LOCATION MAP
N.T.S.

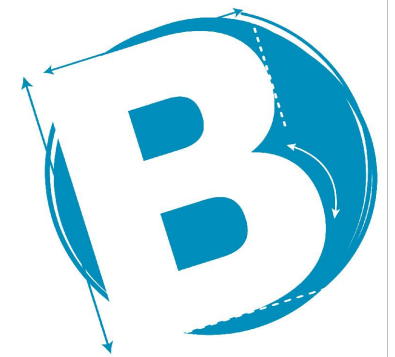


LEGAL DESCRIPTION (AS PROVIDED PER FGS SURVEY)

ALL OF BLOCK 4 OF REPLAT NORTH HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 121, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

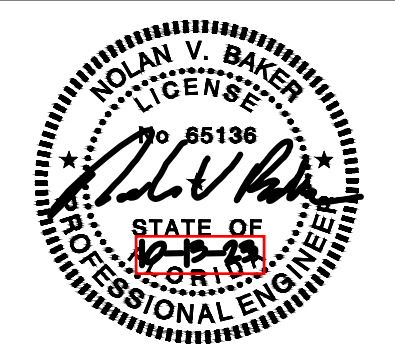


BENCHMARKS		
NO.	DESCRIPTION	ELEV.
TBM #1	I.R. #7237	239.00
TBM #2	I.R. #7237	245.51
TBM #3	I.R. #7237	239.69
TBM #4	I.R. #7237	237.50



Baker Engineers, LLC
P.O. Box 522
DeFuniak Springs, FL 32435
Telephone: (850) 836-4970

PATRIOT PARK
SITE PLAN
Crestview, Florida



Notes
Scale AS NOTED
Project Number 3003
Drawn By NVB
Reviewed By NVB
Issue Date OCTOBER 13, 2023
Sheet Number C 3.1



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Senior Planner, Wendy Tarpley, Financial Management Analyst
DATE: 11/8/2023
SUBJECT: Ordinance 1957 - Comprehensive Fee Amendment

BACKGROUND:

The Comprehensive Fee Schedule outlines all fees and fines required for specific services or penalties within the City of Crestview. The Comprehensive Fee Schedule was amended in August, with the amendments effective since October 1st.

DISCUSSION:

Since implementing the amended Comprehensive Fee Schedule, staff identified a number of minor adjustments that needed to be made to new and previously adjusted fees, either due to errors when they were initially amended, or other general improvements that have been identified since October 1st.

The attached fee schedule highlights those fees that have been adjusted.

GOALS & OBJECTIVES

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

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

Financial Sustainability – Achieve long term financial sustainability.

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

Infrastructure – Satisfy current and future infrastructure needs

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Community Character – Promote desirable growth with a hometown atmosphere.

Safety – Ensure the continuous safety of citizens and visitors

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

FINANCIAL IMPACT

The changes proposed in the fee schedule amendment will result in a neutral financial impact, as the amendments proposed are required to maintain the current services provided by the City.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 1957 on First Reading and move to Second Reading for final adoption.

Attachments

1. Attachment 1 - Comprehensive Fee Schedule - Amended 23.12.11

ORDINANCE: 1957

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR AN UPDATE TO THE COMPREHENSIVE FEE SCHEDULE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the imposition of fees is a product of the City of Crestview's home rule power;

WHEREAS, the City Council of the City of Crestview finds that the collection of fees is an important measure which ensures that the City may continue to responsibly provide a variety of services to the public; and

WHEREAS, the City Council of the City of Crestview finds that it is necessary to amend the Comprehensive Fee Schedule to provide for fees that adequately provide the City with the ability to continue to provide services to the public.

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

SECTION 1 – AUTHORITY. The City Council of the City of Crestview has authority to adopt this Ordinance pursuant to Section 166.021 and Section 163.31801, Florida Statutes and Article I, Section 2 of the City Charter.

SECTION 2 – COMPREHENSIVE FEE SCHEDULE AMENDMENT. The highlighted elements of the Comprehensive Fee Schedule are hereby updated per the attached (Attachment 1).

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

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

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

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

SECTION 7 – EFFECTIVE DATE. This ordinance shall become effective on December 11th, 2023.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 11th day of December, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 11th day of December, 2023.

J. B. Whitten
Mayor



Comprehensive Fee Schedule for Fiscal Year 2023-2024

Effective Date: October 1, 2023

Amended: December 11, 2023

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City Clerk			
Category	Fee Description	Current Rate	Implemented
Public Records Requests			
Base fee (requests that take longer than 30 minutes)	Fees incurred in the processing of a public records request (determined by the cost of the highest paid staff member acting upon the request)	(Hourly base rate of pay + value of benefits) x hours worked on request	Resolution 2022-21
Copy Fee	14" x 8 ½" or less, one-sided, per page	\$0.15	Resolution 2022-21
	14" x 8 ½" or less, two-sided, per page	\$0.20	
	11" x 17", per page	\$0.25	
	Flash Drive	\$1.00	
	Certified copies, per page, in addition to copy fee	\$1.00	
	Audio recordings	Actual cost of duplication, plus administrative fees	
	Outside reproduction	Actual cost of duplication, plus administrative fees	

Community Development Services			
Category	Fee Description	Current Rate	Implemented
Business Tax Receipts			
Business Tax Receipts	Base Fee	\$22.50	Ordinance 1949
	Commercial Life Safety Fee	\$65.00	Ordinance 1949
	Additional Inspection Fee	\$65.00	Ordinance 1949
Penalty for delinquent payment	<i>See Section 18-2, reference §205.053, Florida Statutes</i>	Reference \$205.053, Florida Statutes	Resolution 2020-13
Planning and Zoning			
Subdivisions	Master Planned Development	\$2,000.00 base fee, plus \$20.00 per acre or fraction thereof	Resolution 2020-13
	Residential development (subdivision)	\$350.00 base fee, plus \$15.00 per lot	Resolution 2020-13
	Residential planned unit development	\$800.00 base fee, plus \$15.00 per lot/unit	Resolution 2020-13
	Commercial and industrial development (subdivision)	\$350.00 base fee, plus \$15.00 per lot	Resolution 2020-13
	Planned mixed development district	\$800.00 base fee, plus, \$15.00 per lot	Resolution 2020-13
	Mobile home parks	\$350.00 base fee, plus \$15.00 per lot	Resolution 2020-13
Commercial/industrial site plan reviews.	Area-wide impact projects (commercial & industrial site plan review)	\$2,000.00 for the 1st 100,000 square feet, plus \$20.00 per 1,000 square feet or fraction thereof	Resolution 2020-13
	Development projects (commercial & industrial site plan review)	\$500.00 base fee for the 1st 10,000 square feet, plus \$40.00 per 1,000 square feet or fraction thereof	Resolution 2020-13
	Commercial interior remodel or interior build out (commercial & industrial site plan review)	2,000 square feet or less: \$250.00 2,001 square feet or greater: \$350.00	Resolution 2020-13
Administrative Fees	Administrative Deviation	\$125.00	Resolution 2020-13
	Administrative Permit	\$125.00	Ordinance 1949
	Development Order Amendment	\$150.00	Ordinance 1949
	Out-of-city utility request for water and/or sewer	Residential: \$30.00 for water and/or sewer, plus impact fees (if necessary) Commercial: \$100.00 for water and/or sewer, plus impact fees (if necessary)	Resolution 2020-13
	Land clearing/protected tree removal	\$125.00	Ordinance 1949
	Zoning and code compliance plan review for permitting	\$35.00	Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Administrative Fees	Zoning verification letter, comprehensive plan consistency letter	\$55.00	Ordinance 1949
	Lot Split/Lot Line Adjustment	\$125.00	Ordinance 1949
	Tree Mitigation	\$150.00 per diameter inch for total inches of protected or required trees removed	Ordinance 1957
GIS	City Limits Map (24"x36")	\$15.00	Resolution 2020-13
	Zoning Map (24"x36")	\$15.00	Resolution 2020-13
	Future Land Use Map (24"x36")	\$15.00	Resolution 2020-13
	CRA District Map (24"x36")	\$15.00	Resolution 2020-13
Concurrency Evaluation Review	Per building (single family, commercial or multi-family)	\$35.00	Resolution 2020-13
Local planning application, and processing fees.	Voluntary annexation into the city (includes comp plan amendment and rezoning.)	50 acres or less: \$1,200.00 Greater than 50 acres: \$1,200.00 plus \$10 per acre or fraction thereof All costs included.	Ordinance 1949 Moratorium effective for 12 months beginning March 1, 2023, and ending on February 29, 2024. The waiver shall be applied to all applicable Annexation, Comprehensive Plan Amendment, and Zoning Change applications, being annexed into the City of Crestview. This fee waiver is only applicable to those applications as described above and shall not be applied to Comprehensive Plan Amendments or Zoning Change applications absent an annexation application for the same property(s). The waiver shall not be applied retroactively to any application for annexation, nor shall it apply to any annexation application that was voluntarily cancelled within 180 days of the effective date of this section.
	Comprehensive plan amendments, small scale	\$2,500.00 All costs included.	Resolution 2020-13
	Conventional comprehensive plan amendments	\$2,500.00 plus \$10.00 per acre or fraction thereof All costs included.	Resolution 2020-13
	Zoning changes	\$750.00 All costs included.	Resolution 2020-13
	Replat request	\$50.00, All costs included.	Resolution 2020-13
	Right of way or plat vacation	\$600.00 All costs included.	Resolution 2020-13

	Variances and special exceptions	\$1500.00 All costs included.	Resolution 2020-13
	Appeals to the Planning & Development Board	\$1,000.00	Resolution 2020-13
	Development Agreement	\$2,500.00	Ordinance 1949
	Development Agreement Amendment	\$2,500.00	Ordinance 1949
	Land Development Code Text Amendments	\$1,000.00	Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Building Permits			
General Fees	Building Permit Processing Fee (Base Fee)	\$55.00 If the permit fee does not cover the costs of the required inspections, a trip charge of \$45.00 shall be added for each inspection not covered by the permit fees.	Resolution 2020-13
	Change of contractor, transfer of permit	Prorate balance of work	Resolution 2020-13
	Expired permit	Re-issuance-50 percent of the original fee paid if the fee is paid within 30 days of the expiration date. After 30 days, the full original fee is due.	Resolution 2020-13
	Undervalued permits	if the building permit valuation appears to be underestimated on the application, the permit may be withheld unless the applicant can show detailed cost estimates which meet the approval of the building official. The building official may require a copy of the construction contract to be submitted with the permit application.	Resolution 2020-13
Plan Review Fees	Plan check fee	25% SFD 50% of building fee for occupancies other than one- and two-family dwellings	Resolution 2020-13
	Threshold building transmittal/processing/ICC	The applicant shall pay the applicable fees assessed by the ICC at the time plans are submitted.	Resolution 2020-13
	Addendum fee	\$75.00 An addendum applies to changes that occur during construction that results in plan revisions.	Resolution 2020-13
	Revision fee	\$75.00 Revision fees apply to plans which are still under review prior to permit issuance, that do not comply with the Florida Building Code and which have been returned to the applicant for revisions	Resolution 2020-13
	Re-submittal fee	Plans that are resubmitted to be re-reviewed shall be subject to a fee equal to ½ original plan review fee.	Resolution 2020-13
	* A Surcharge will be collected in accordance with and for the purposes stated in F.S 468.631 & 553.721		

Category	Fee Description	Current Rate	Implemented
Construction Permit Fees			
Master Permit Fees	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13
	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Moving Structure Fee	To move any non-portable structure from one lot to another noncontiguous lot within the city,	\$175.00.	Resolution 2020-13
	To move any non-portable structure from outside of the city limits to a lot within the city limits,	\$250.00.	Resolution 2020-13
	To move any non-portable structure from one location to another location within the same lot, parcel or tract,	\$45.00.	Resolution 2020-13
	A separate building permit shall be secured for the foundation upon which such structure shall be placed,	\$90.00.	Resolution 2020-13
Other Construction Permit Fees	Mobile Home Fee	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	Demolition Fee	\$59.50 plus \$9.45 per 2,000 sq ft above 20,000 sq ft or fraction thereof	Resolution 2020-13
	Change of use fee	\$30.00 and a certificate of occupancy shall be reissued upon determining compliance	Resolution 2020-13
	Annual facility permit fees	\$150.00 and shall be valid for one-year from date of issuance, separate permit for each trade.	Resolution 2020-13
Inspection Fees	Temporary use permit fee	\$45.00	Resolution 2020-13
	Additional Inspection Fee	\$45.00	Resolution 2020-13
	After Hours Inspection Fee	\$100.00 per hour with a one-hour minimum charge	Resolution 2020-13
	Re-Inspection Fee	First - \$30.00 Second - \$50.00 Third and more - \$120.00	Resolution 2020-13
Certificates of Occupancy	Certificate of Occupancy	\$38.00	Resolution 2020-13
	Certificate of Completion	\$38.00	Resolution 2020-13
	Temporary Certificate of Occupancy	\$200.00	Resolution 2020-13
	TCO Extensions	\$50.00 Each	Resolution 2020-13

Category	Fee Description	Current Rate	Implemented
Electrical Permits			
Base Permit Fee	Base Permit Fee	\$55.00	Resolution 2020-13
Service Fees (Includes Generators)	Temporary Pole up to 100 Amp.	\$35.00	Resolution 2020-13
	Temporary Pole over 100 Amp.	\$50.00	Resolution 2020-13
	Main Service up to 100 Amp.	\$45.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 101 Amp. to 200 Amp.	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 201 Amp. to 400 Amp.	\$85.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 401 Amp. to 600 Amp.	\$105.00 Plus, per circuit \$1.85	Resolution 2020-13
	Main Service 601 Amp. to 800 Amp.	\$120.00 Plus, per circuit 2.25	Resolution 2020-13
	Main Service over 800 Amp	\$0.20 per amperes \$100.00 Plus, per circuit \$2.50	Resolution 2020-13
	Sub panel derived from main service	\$40.00 plus \$1.85 per circuit	Resolution 2020-13
	Reconnect meter inspection fee	\$30.00	Resolution 2020-13
Electrical Motor Fees	Motor up to 1 HP	\$5.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 1 HP up to 3 HP	\$7.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 3 HP up to 5 HP	\$9.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 5 HP up to 8 HP	\$10.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 8 HP up to 10 HP	\$12.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 10 HP up to 25 HP	\$14.00 Plus, per circuit \$1.85	Resolution 2020-13
	Motors over 25 HP	\$17.00 Plus, per circuit \$1.85	Resolution 2020-13
Miscellaneous Fees	Branch Circuits, Feeders	\$2.50	Resolution 2020-13
	Repair (Work-With)	\$30.00	Resolution 2020-13
	Elevator, Electrical	\$175.00	Resolution 2020-13
Swimming Pool Fees	Private swimming pool electrical	\$30.00 Plus, per circuit \$1.85	Resolution 2020-13
	Public swimming pool electrical	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13
Transformer Fees	Transformer up to 50 Amp.	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
	Transformer over 50 Amp.	\$35.00 Plus, per circuit \$1.85	Resolution 2020-13
X-Ray Unit Fees	Initial Unit	\$50.00 Plus, per circuit \$1.85	Resolution 2020-13
	Each Additional Unit	\$25.00 Plus, per circuit \$1.85	Resolution 2020-13
Alarm System Fees	Security Alarm Permit (wired)	\$40.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm up to \$999.99	\$70.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$1000-\$4999.99	\$100.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$5000-\$9999.99	\$150.00 Plus, per circuit \$1.85	Resolution 2020-13
	Fire Alarm \$10,000 and up	\$200.00 Plus, per circuit \$1.85	Resolution 2020-13
Early Power (No Master Permit)	Commercial Power, First service	\$38.00	Resolution 2020-13
	Commercial Power, Each additional service	\$38.00	Resolution 2020-13
	Residential Power, First service	\$38.00	Resolution 2020-13
	Residential Power, Each additional service	\$38.00	Resolution 2020-13
Irrigation			
	Shallow Well	\$35.00	Resolution 2020-13
	Residential (1 & 2 Family)	\$30.00	Resolution 2020-13
	Commercial	\$70.00	Resolution 2020-13
Gas			
	Gas Fixture (New)	\$3.50	Resolution 2020-13
	Gas Fixture (Replacement)	\$30.00	Resolution 2020-13
	Gas Line (Repair or Replacement)	\$30.00	Resolution 2020-13

Category	Fee Description	Current Rate	Implemented
Mechanical Permits and Inspections			
General Fees	Base permit fee	\$55.00	Resolution 2020-13
	Electric Heating Fees, each system	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
	Central air conditioning (including heat pump) fees, each system	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Miscellaneous Fees	Standard Miscellaneous Fee	\$5.80 plus \$3.45 for each additional \$1,000 or fraction thereof	Resolution 2020-13
	Rehabilitation of Substandard	Reduced by 50% housing, unless permit is for minimum of \$5.00. Repairs, alterations and additions to an existing system under \$500.00	Resolution 2020-13
	Commercial kitchen exhaust hood	\$15.00 for the first \$1,000 or fraction thereof of the valuation of installation plus \$2.75 for each additional \$1,000 or fraction thereof	Resolution 2020-13
Plumbing			
General Fees	Base Permit Fee	\$55.00	Resolution 2020-13
	Plus, per fixture, floor drain or trap, including water and drainage pipe	\$3.50	Resolution 2020-13
	Electric Water Heater Replacement	\$30.00	Resolution 2020-13
Grease trap/interceptor, new and replacement, per interceptor	Sink interceptor/underground system	\$150.00	Resolution 2020-13
	Repair or replacement of any water distribution line, building drain piping, or sewer line	\$30.00	Resolution 2020-13
Water and Sewer Permit Fees			
	Per each residential sewer/water tap and line roughed in	\$30.00	Resolution 2020-13
	Per each non-residential sewer/water tap and line roughed in	\$45.00	Resolution 2020-13
Fire Sprinkler System Permit			
	One- and two-family dwellings	\$120.00 per building	Resolution 2020-13
	Commercial; small, six heads or less	\$120.00 per building	Resolution 2020-13
	Commercial; large, seven or more heads	\$250.00 per building	Resolution 2020-13
	Existing systems; each relocated or additional sprinkler head	\$5.00	Resolution 2020-13
	Exhaust hood fire suppression system	\$60.00 per hood system	Resolution 2020-13
Floodplain Development Permit			
Minor Development	Accessory Structures	\$30.00	Resolution 2020-13
	Habitable buildings	\$100.00	Resolution 2020-13
Major Development	New development	\$250.00	Resolution 2020-13
	Other development	\$200.00	Resolution 2020-13
Miscellaneous	Letter of map change/ flood study review	\$150.00	Resolution 2020-13
Installation of pollutant/hazardous storage tank fees			
	Above ground	\$175.00	Resolution 2020-13
	Underground	\$350.00	Resolution 2020-13
	Removal of storage tank	\$70.00	Resolution 2020-13

Category	Fee Description	Current Rate	Implemented
Driveway permit inspection			
	Residential (one-and two-family dwellings)	\$35.00	Resolution 2020-13
	Commercial (all other driveways))	\$50.00	Resolution 2020-13
In ground swimming pool permit			
	Private pools and spas	\$135.00	Resolution 2020-13
	Public pool fees shall be assed based on the contract price of the pool	See Master Permit fees	Resolution 2020-13
	Pool modifications	\$100.00	Resolution 2020-13
Minor residential accessory structure permit			
	One-and two-family dwellings	\$15.00	Resolution 2020-13
Sign Permit Fees			
	\$15,000 and less	\$35.00 for the first \$7,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.	Resolution 2020-13
	\$15,000.01 to \$50,000.00	\$75.00 for the first \$15,000.00 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.	Resolution 2020-13
	\$50,000.01 to \$100,000.00	\$215.00 for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.	Resolution 2020-13
	\$100,000.01 to \$500,000.00	\$365.00 for the first \$100,000.00 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.	Resolution 2020-13
	\$500,000.01 and up	\$1,165.00 for the first \$500,000.00 plus \$1.25 for each additional thousand or fraction thereof.	Resolution 2020-13
Miscellaneous Permit Fees			
Work Without Permit	Owner-builders	Fee of two times the usual permit fee for each required permit	Resolution 2020-13
	Contractors	Fee of four times the usual permit fee plus an additional \$500.00 each occurrence for each required permit	Resolution 2020-13
Special Circumstances	Reduced fee or no-cost permits	Reduced fee or no-cost permits shall not be granted pursuant to F.S. § 553.80(7)(b)(2), except for city projects carried out by the city public services department employees. Costs for these permits shall be covered by utilities and other services provided by the city at no expense to the building division.	Resolution 2020-13
	Refunds of permit fees	Conditional; no work has commenced, & permit has not expired; requires written notice to the BO. Shall not include base fee or plan review fee if applicable.	Resolution 2020-13

Public Services			
Category	Fee Description	Current Rate	Implemented
Water and Sewer Connection Fees			
Inside City Limits			
Water Connection	3/4"	\$992.00	Ordinance 1949
	1"	\$1,240.00	Ordinance 1949
	1 1/2"	\$1,860.00	Ordinance 1949
	2"	\$4,960	Ordinance 1949
	Larger than 2"	At Cost plus \$250.00 for installation	Ordinance 1949
	*Additional Road Cut	\$750.00	Ordinance 1949
	**Additional Pipe Footage in excess of 50'	\$250.00 for each additional 20'	Ordinance 1949
Sewer Connection	Residential 4"	\$1,884.00	Ordinance 1949
	Commercial 4"	\$2,145.00	Ordinance 1949
	Commercial 6"	\$2,703.00	Ordinance 1949
	Commercial 8"	\$3298.40	Ordinance 1949
	*Additional Road Cut	\$750.00	Ordinance 1949
	**Additional Pipe Footage in excess of 40'	\$250.00 for each additional 20'	Ordinance 1949
Backflow Inspection	Residential Backflow prevention device (up to 4")	\$45.00	Ordinance 1949
Outside City Limits			
Water Connection	3/4"	\$1488.00	Ordinance 1949
	1"	\$1860.00	Ordinance 1949
	1 1/2"	\$2790.00	Ordinance 1949
	2"	\$7440.00	Ordinance 1949
	Larger than 2"	At Cost plus \$250.00 for installation	Ordinance 1949
Sewer Connection	Residential 4"	\$2827.20	Ordinance 1949
	Commercial 4"	\$3217.80	Ordinance 1949
	Commercial 6"	\$4054.80	Ordinance 1949
	Commercial 8"	\$4947.60	Ordinance 1949
	*Additional Road Cut	\$750.00	Ordinance 1949
	**Additional pipe footage in excess of 40"	\$250.00 per 20'	Ordinance 1949
Backflow Inspection	Residential backflow prevention device	\$67.50	Ordinance 1949
Other Water and Sewer Charges			
Deposits	Inside Residential	\$100	Ordinance 1949
	Outside Residential	\$125.00	Ordinance 1949
	Inside Commercial	\$300.00	Ordinance 1949
	Outside Commercial	\$350.00	Ordinance 1949
Minimum Average Bill	Water	\$13.02	Ordinance 1949
	Sewer (subtract if on septic)	\$24.20	Ordinance 1949
	Garbage	\$33.98	Ordinance 1957
	Stormwater	\$2.50	Ordinance 1957
	Total	\$73.70	Ordinance 1957
	Lock Damaged	\$20.00	Ordinance 1949
	Curb Stop Damaged	\$75.00	Ordinance 1949
	Register Damaged	\$125.00	Ordinance 1949
	Pull meter/replace meter (Customer request)	\$200.00	Ordinance 1949
	Meter Test	\$75.00	Ordinance 1949
	Septic to Sewer		Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Restoration of water service through existing connection	A person desiring to have water service restored..." [See Section 90-30 for full scope of fee]	Equal to new water service connection fee	Ordinance 1949
	"Utility service may be restored or continued..." [See Section 90-139 for full scope of fee]	Equal to new water service connection fee	Ordinance 1949
Transfer of utility services from one location to another	"A customer desiring to transfer his utility..." [See Section 90-31 for full scope of fee]	\$20.00	Ordinance 1949
Temporary connection of utilities	"In the event a landlord, homeowner, or ..." [See Section 90-32 for full scope of fee] Water and Sewer Service Garbage Service	\$40.00	Ordinance 1949
Private Sewage Disposal System	Permit and Inspection Fee	\$150.00	Ordinance 1949
Damaged MXU	Single Port MXU	\$179.80	Ordinance 1949
	Dual Port MXU	\$204.60	
	One Triple Wire	\$22.94	
Building Sewer Permit and Inspection Fee	Residential, Commercial or Industrial	\$150.00	Ordinance 1949
Hydrant Meter Deposit	Residential, Commercial or Industrial	\$1,000.00	Ordinance 1949
Hydrant Meter Installation	Residential, Commercial or Industrial	\$50.00	Ordinance 1949
Construction Water Deposit	Residential, Commercial or Industrial	\$35.00	Ordinance 1949
Cleaning Water Deposit	Residential, Commercial or Industrial	\$40.00	Ordinance 1949
Cleaning Water Turn On/Off Fee	Residential, Commercial or Industrial	\$25.00	Ordinance 1949
Vacation Turn Off/On Fee	Residential	\$30.00	Ordinance 1949
After Hours Service	Residential, Commercial or Industrial	\$75.00	Ordinance 1949
Re-Verify Service Connection	Residential, Commercial or Industrial	\$150.00	Ordinance 1949
Unauthorized Use Fine	Residential, Commercial or Industrial	\$500.00	Ordinance 1949
Per Gallon Rates [See Section 90-138 & 90-137 for full scope of fees]			
Inside City Limits			
Residential Water	Base Fee (up to 2,000 gallons)	\$13.02	Ordinance 1949
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$2.78	Ordinance 1949
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.84	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$3.12	Ordinance 1957
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$3.53	Ordinance 1949
Residential Sewer	Base Fee (up to 2,000 gallons)	\$24.20	Ordinance 1949
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$7.33	Ordinance 1949
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$126.72	Ordinance 1957
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$16.15	Ordinance 1949
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$2.78	Ordinance 1949
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$2.84	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$3.12	Ordinance 1949
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$3.53	Ordinance 1949
Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$26.45	
	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$7.33	

Category	Fee Description	Current Rate	Implemented
Outside City Limits			
Residential Water	Base Fee (up to 2,000 gallons)	\$19.53	Ordinance 1949
	Next 3,000 gallons of water consumed, rate per 1,000 gallons	\$4.16	Ordinance 1949
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$4.27	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$4.67	Ordinance 1949
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$5.28	Ordinance 1949
Residential Sewer	Base Fee (up to 2,000 gallons)	\$36.31	Ordinance 1949
	Next 14,000 gallons of water consumed, rate per 1,000 gallons	\$10.99per 1000 over 2000	Ordinance 1949
	Over 16,000 gallons of water consumed rate per 1,000 gallons (Max Charge)	\$190.17	Ordinance 1957
Commercial Water	Minimum charge (includes the first 1,000 gallons of water consumed)	\$24.22	Ordinance 1949
	Next 4,000 gallons of water consumed, rate per 1,000 gallons	\$4.16	Ordinance 1957
	Next 5,000 gallons of water consumed, rate per 1,000 gallons	\$4.27	Ordinance 1949
	Next 10,000 gallons of water consumed, rate per 1,000 gallons	\$4.67	Ordinance 1949
	Over 20,000 gallons of water consumed, rate per 1,000 gallons	\$5.28	Ordinance 1949
Commercial Sewer	Minimum charge (includes the first 1,000 gallons of water consumed)	\$39.68	Ordinance 1957
	Rate per 1,000 gallons consumed after initial 1,000 gallons consumption	\$10.99 per 1000 over 1000	Ordinance 1957
*Out of City Water/Sewer Rates will continue to be charged as allowed by the Code of Ordinances of the City of Crestview. A copy of these rates is available upon request.			
Impact Fees			
	Water	\$1,811 per ERU	Ordinance 1949
	Sanitary Sewer	\$4,140 per ERU	Ordinance 1949
Stormwater Rates*			
ERU (Equivalent Residential Unit) = \$2.50 Base Fee. An ERU is each 2,200 SF above 10,000 SF			
Residential	\$2.50 Flat rate		Resolution 2020-13
Commercial / Industrial 10,000 sq ft of impervious area	\$2.50 Monthly Fee / ERU, where the first ERU is equal to 10,000 sq. ft of impervious area; plus \$2.50 Monthly Fee/ERU for each additional 3,000 sq. ft of additional impervious area up to a maximum of 9 additional ERUS (a total monthly maximum of 10 ERUs or \$25.00). Fractions round to the next whole number (i.e., 3.4 rounds to 4).		Resolution 2020-13
Credit A	Up to 30% reduction given for volume/rate control in excess of design storm		Resolution 2020-13
Credit B	Up to 30% reduction given for significant control of offsite runoff		Resolution 2020-13
*Stormwater utility rates only apply to Customers inside the City limits of Crestview.			

Category	Fee Description	Current Rate	Implemented
Engineering Plan Review Fees			
Commercial and Industrial Projects	Minor: Sites under/equal 2ac disturbed area	\$500	Ordinance 1949
	Standard: Sites over 2ac under 10ac disturbed area	\$800	Ordinance 1949
	Major: Sites over 10ac disturbed area	\$1,200	Ordinance 1949
	Site Plan Re-review	\$250	Ordinance 1949
	Site Inspection	\$250	Ordinance 1949
	Reinspection	\$150	Ordinance 1949
Subdivision Projects	Subdivision Plan Review: 10 lots (500), 50 lots (1500), 100 lots (2750)	\$250+\$25/lot	Ordinance 1949
	Subdivision Plan Re-review	\$250	Ordinance 1949
	Subdivision Plan Re-review	\$300	Ordinance 1949
	Subdivision Inspection 10 lots (400), 50 lots (1400), 100 lots (2650)	\$150+\$25/lot	Ordinance 1949
	Subdivision Reinspection: 10 lots (250), 50 lots (650), 100 lots (1150)	\$150+\$10/lot	Ordinance 1949
Miscellaneous	Utility Availability Letters	\$25	Ordinance 1949

Parks and Recreation			
Category	Fee Description	Current Rate	Implemented
Attendant Fees**	Apply to all indoor rentals, 4-hour minimum	\$25.00 per hour	Ordinance 1949
Before and After Hours	Before 8:00am (no earlier than 6:00am) After 10:00pm (no later than 1:00am)	\$25 per hour	Ordinance 1949
Governmental Rates (8 Hour Day) (Schools, Chambers, Governmental Agencies)	Inside Okaloosa County Outside Okaloosa County	\$150, \$20 per hour after 8 hours \$250, \$20 per hour after 8 hours	Resolution 2022-21
Early Setup and Late Tear Down (Subject to Availability)	The Day before or after an event	\$100.00 per day	Resolution 2022-21
Spanish Trail Amphitheater	Deposit	\$100	Resolution 2020-13
	Alcohol (Non-profit only may sell alcohol)	\$200	
	0-2 Hours	\$75	Resolution 2020-13
	2-4 Hours	\$150	Resolution 2020-13
	4-8 Hours	\$200	Resolution 2020-13
	8+ Hours	\$300	Resolution 2020-13
Senior Center (attendant fee applies)	2 Day Rental (1 st day up to 8 hours, 2 nd day all day)	\$400	Resolution 2020-13
Pavilions / Gazebo (Includes all pavilions at OSTP & Twin Hills and the gazebo at Twin Hills)	Deposit	\$25	Resolution 2022-21
	Per Hour	\$10	Resolution 2022-21
Allen Park	All Day	\$10	Resolution 2020-13
Twin Hills Gymnasium *Attendant fee applies (NOT included in above prices)	Deposit	\$0	Resolution 2020-13
	Per Day	\$25	Resolution 2020-13
	Deposit	\$50	Resolution 2020-13
	0-2 Hours	\$150	Resolution 2022-21
	2-4 Hours	\$300	Resolution 2022-21
Library – Conference Room (rental must be made through library)	4-8 Hours	\$560	Resolution 2022-21
	First Hour	\$50	Ordinance 1949
	Per Hour (not to exceed \$75 per day)	\$10 for Nonprofit/ \$25 for all other	Ordinance 1949
All Fields (Twin Hills – Football, Spanish Trail Park & Durrell Lee – Softball/Baseball)	Deposit	\$50	Resolution 2020-13
	Per Hour	\$10	Resolution 2020-13
	Per Hour for Lights	\$25	Resolution 2020-13
All Food/Craft Vendor Spaces			
	Per Space/240v	\$25	Resolution 2020-13
	With Electricity/Water	\$30	Resolution 2020-13
Bleacher Delivery	Each	\$250	Resolution 2020-13
Community Center (Rates include attendant to open and close)*** \$100 per day for additional consecutive days	Deposit	\$200	Resolution 2022-21
	Alcohol (Non-profit only may sell alcohol)	\$300	
	City Resident, 0-4 Hours*	\$280	Resolution 2022-21
	City Resident, 4-8 Hours*	\$380	Resolution 2022-21
	City Resident, 8+ Hours*	\$480	Resolution 2022-21
	City Resident, 2 day rental*	\$580	Resolution 2022-21
	Non-city Resident, 0-4 Hours	\$380	Resolution 2022-21
	Non-city Resident, 4-8 Hours	\$480	Resolution 2022-21
	Non-city Resident, 8+ Hours	\$580	Resolution 2022-21
	Non-city Resident, 2 Day Rental	\$680	Resolution 2022-21

*Non-consecutive rentals will receive a 20% discount (deducted from original rental price); no more than 12 non-consecutive bookings per year will be allowed.

**The City reserves the right to assess additional attendant fees as needed.

Category	Fee Description	Current Rate	Implemented
Warriors Hall (Rates include attendant to open and close)*** \$100 per day for additional consecutive days	Deposit	\$200	Resolution 2022-21
	Alcohol (Non-profit only may sell alcohol)	\$300	
	City Resident, 0-4 Hours*	\$180	Resolution 2022-21
	City Resident, 4-8 Hours*	\$280	Resolution 2022-21
	City Resident, 8+ Hours*	\$380	Resolution 2022-21
	City Resident, 2 Day Rental*	\$480	Resolution 2022-21
	Non-city Resident, 0-4 Hours	\$280	Resolution 2022-21
	Non-city Resident, 4-8 Hours	\$380	Resolution 2022-21
	Non-city Resident, 8+ Hours	\$480	Resolution 2022-21
Non-city Resident, 2 Day Rental	\$580	Resolution 2022-21	
Allen Park Community Center (Rates include attendant to open and close)	Deposit:	\$50	Resolution 2022-21
	Deposit with alcohol (Non-profit only may sell alcohol)	\$300	
	City Resident: 0-4 hours	\$75	Resolution 2022-21
	City Resident: 4-8 hours	\$125	
	Non-city Resident: 0-4 hours	\$100	Resolution 2022-21
Non-city Resident: 4-8 hours	\$150		
Meeting Rooms	Mtg. Rooms B1 or B2:		Resolution 2020-13
	First 2 hrs.	\$40	
	First 4 hrs.	\$60	
	Additional Hours	\$25	
	Capacity	25	
	Mtg. Room B:		Resolution 2020-13
	First 2 hrs.	\$40	
	First 4 hrs.	\$60	
	Additional Hours	\$30	
	Capacity	50	
Mtg. Room C:		Resolution 2020-13	
First 2 hrs.	\$40		
First 4 hrs.	\$60		
Additional Hours	\$30		
Capacity	50		
* Meeting Room rentals will be unavailable during Community Center Functions			
Special Event Permit	Application fee	\$100	Ordinance 1957
	Barricade Fee (Includes Delivery & Setup)	\$175	
	Street Cleanup	\$500	
	Police Presence	\$30 per hr/per officer	
	Parade Traffic Plan	\$15	
	Trash Receptacle (each)	\$65	
	Electrician Fee (hourly)	\$200	
	Stage Rental Set-up	\$150	
	Bleacher Rental Set-up	\$250	
	Dumpster Rental	20 YD – Pull \$300/Disposal \$95 ton	
	Dumpster Rental	30 YD – Pull - \$400/Disposal \$95 ton	
	Street Sweeper	\$500	
	Utility Service Worker (per hr)	\$23.77	
	Laborer (per hr)	\$50/\$75	
	Port-a-Toilets reg/handicap	\$50/\$75	
	Hand Washing Station	\$75	
	Special Event Penalty	Security violation	
Custodial service violation		\$200	
Alcohol use without permit		\$300	
Left over signage		\$5 per sign	
Entertainment/Amusement	Circus	\$300	Ordinance 1949
	Promotors	\$300	
	Carnival	\$300	

Category	Fee Description	Current Rate	Implemented
Youth Sports Registration	City Resident -First Child	\$60	Ordinance 1957
	-Second Child	\$50 (total \$110)	
	-Third Child	\$40 (total \$150)	
	-Fourth Child	\$40 (total \$190)	
	-Fifth Child	\$40 (total \$230)	
	County Resident – First Child	\$65	Ordinance 1957
	-Second Child	\$55 (total \$120)	
	-Third Child	\$45 (total \$165)	
	-Fourth Child	\$45 (total \$210)	
	-Fifth Child	\$45 (total \$255)	
	Cheer (per child)	\$65	
Penalty for violation of Chapter 58 – Parks and Recreation	“Any person convicted of any violation under this chapter shall be punished...” <i>[See Section 58-3 for full scope of fine]</i>	\$50.00	Resolution 2020-13
*Proof of City residency required			
**The City reserves the right to assess additional attendant fees as needed			
***Multiple Bookings – non-consecutive days will receive a 20% discount (no more than 12 non-consecutive bookings allowed per year)			

Library			
Category	Fee Description	Current Rate	Implemented
Membership	Library Cards – Okaloosa County Residents	1 st Card is Free	Resolution 2020-13
	Replacement Cards	\$2.00	Resolution 2020-13
	12-month Out of Network (Not otherwise eligible for library services)	\$60.00 per person/year	Resolution 2020-13
	6-month out-of-network (Not otherwise eligible for library services)	\$30.00 per person/6 months	Resolution 2020-13
	In-network , non-resident	\$40.00 per family/year	Ordinance 1949
	Note: Resident: a person living in Okaloosa County, or a non-resident property owner who pays ad valorem taxes to Okaloosa County Out-of-network: non-resident persons who do not physically reside in Okaloosa County or the Panhandle Library Access Network (PLAN) service area. Post office boxes and mailbox rental business addresses are not accepted as proof of residence, Non-resident memberships must be purchased in-person at a member library location. In-network: non-resident persons living in the service area of the PLAN. Libraries in these counties contribute toward PLAN services available to Okaloosa County residents. Includes: Escambia, Santa Rosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla and Jefferson counties.		
Service and Convenience Items	Copies (black &white only)	\$0.15 per page	Resolution 2020-13
	Faxes (sending or receiving, except for ACCESS Florida)	\$1.00 per page	Resolution 2020-13
	Jump drives (4GB)	\$7.00 each	Resolution 2020-13
	Earbuds	\$1.00 each	Resolution 2020-13
Miscellaneous Fees	Replaced CD/DVD cases	\$2.00	Resolution 2020-13
	Lost/damaged items	Cost of item or replacement in kind	Resolution 2020-13
	Telescope lost or damaged	\$200.00	Resolution 2020-13
	Miscellaneous Repair or Processing	\$2.00	Resolution 2020-13

Fire Department			
Category	Fee Description	Current Rate	Implemented
Life safety annual permit	Hazardous Storage Inspection Fee	\$98.00 per hour	Resolution 2020-13
Life safety plan review fees	Site Plan or Revised Site Plan	\$20.00	Resolution 2020-13
	Temporary Use Structure / Site Plan	\$25.00	Resolution 2020-13
	Mobile Vendor	\$25.00	Resolution 2020-13
	Building Plan Review (minimum \$15.00)	\$0.04 per sq ft (minimum \$15) a. First Revision of Building – no charge b. Second Revision of Building – ½ first fee.	Resolution 2020-13
	Fire Protection	a. Sprinkler (up to 25 heads) - \$30.00 b. Sprinkler (more than 25) \$0.25 per head plus - 30.00 c. Revised Sprinkler Plan - \$10.00 d. Standpipe – per riser - \$25.00 e. Underground - \$15.00 f. Fire Pump - \$25.00	Resolution 2020-13
	Pre-engineered System	Hood/Inert Gas - \$30.00	Resolution 2020-13
	Fire Alarm – per system	\$30.00 Revised - \$10.00	Resolution 2020-13
	Fire Flow Test (Hydrant)	\$25.00	Resolution 2020-13

Police Department			
Category	Fee Description	Current Rate	Implemented
Removing, impounding an immobilization of motor vehicles	Service charge for removal of the immobilization device	\$50.00 (cash or surety bond or other adequate security equal to the amount)	Resolution 2020-13
No Parking	No parking – left wheels to curb (on two-way street)	\$5.00	Resolution 2020-13
	Blocking Fire Hydrant	\$20.00	
	Parking by disabled permit only	\$250.00	
	Parking overtime (limit in authorized zone)	\$5.00	
	Parking over line	\$5.00	
	Designated fire lane*	\$20.00	
	Parking in a designated no parking zone.	\$10.00	
	If such penalty is not paid within the five working days as above provided, the amount of the civil penalty shall be \$1.00 greater than the amount specified for the parking violation as provided above.		
	*Chapter 86-154, Laws of Florida - additional surcharge	\$5.00	Resolution 2020-13
Parking Violations (upon hearing by judge)	“... If the commission of a violation has been proven, the judge may impose a fine not to exceed...” <i>[See Section 86-44(b) for full scope of fine]</i>	Up to \$250.00, plus court costs.	Resolution 2020-13
Reduction of parking violation penalty	“If an individual who has received a parking violation notice...” <i>[See Section 86-44(c) for full scope of fine]</i>	\$5.00	Resolution 2020-13
Parking Violation Notice Noncompliance	“If any person summoned by a parking violation...” <i>[See Section 86-45(b) for full scope of fine]</i>	\$5.00	Resolution 2020-13
	“Any person who fails to respond to the original ...” <i>[See Section 86-45(c) for full scope of fine]</i>	Up to \$250.00	Resolution 2020-13
Wrecker operator	“Any wrecker operator who does not...” <i>[See Section 86-76(e) for full scope of fee]</i>	\$50.00 each certificate	Resolution 2020-13
Maximum rates for towing and storage.	“... maximum of \$30.00 may be charged to the...” <i>[See Section 86-79 for full scope of fee]</i>	\$30.00 maximum	Resolution 2020-13
Magistrate Red Light Hearing Fee		\$75.00	Resolution 2021-03
Police and fire public safety facilities fee	Single dwelling units	\$200.00	Resolution 2020-13
	Commercial structures	\$200.00 E.D.U. (without a building will be assessed one impact fee per acre (rounded to the nearest tenth acre))	Resolution 2020-13
	Industrial/warehousing structures Public assembly/institutional structures		

Category	Fee Description	Current Rate	Implemented
	Incident Reports, per page, two sided	\$.20 (not more than 14 inches by 8 1/2 inches)	Fees are charged in accordance with Chapter 119.07(4), Florida Statutes The City of Crestview does not receive any fee for these checks.
	Offense Reports, single sided	\$.15 (not more than 14 inches by 8 1/2 inches)	
	Certified Copies, per copy	\$.20 per page, in addition to any other report fee.	
	Records Checks	\$25.00 by utilizing the Florida Department of Law Enforcement Website.	
	Fingerprints	\$5.00 for city residents \$7.00 for non-city residents *Additional fees paid directly to the Florida Department of Law Enforcement online prior to submittal.	Resolution 2020-13
	Combat Auto Theft (C.A.T.) Registration	Completed online at no cost	Resolution 2020-13
	Police or Fire Alarm Fourth and additional Activation	\$50.00 Per alarm	Resolution 2020-13
	Removing, impounding an immobilization of motor vehicles bearing outstanding citations	\$50.00 service charge	Resolution 2020-13
	Accident or Evidentiary Vehicle Storage Fee	The owner is responsible for the varying tow fees prior to release.	Resolution 2020-13
Code Enforcement			
General Penalty; continuing violations	"...where no specific penalty is provided therefor..." [See section 1-11(a) for full scope of fine.]	\$500.00	Resolution 2020-13
Nuisance Abatement Board [See Section 2-127 for full scope of fine.]	2-127(a)(1)	\$250.00	Resolution 2020-13
	2-127(a)(4)	\$500.00	
	2-127(f)	\$7,500.00	
General	"Any person who violates any of the provisions of this section is punishable as provided in F.S. 162 to be imposed by special magistrate..."	Up to \$250 for first offense \$500.00 for the second	Resolution 2020-13
Citation	1 st Offense	Written Citation	Resolution 2020-13
	2 nd Offense	\$75.00	
	3 rd Offense	\$150.00	
Judgement upon failure to contest citation	"... who fails to pay the appropriate civil penalty with the time period allowed, ..." [See Section 24-8 for full scope of fine]	\$500.00	Resolution 2020-13
Administrative Fee	Special Magistrate hearings	\$250.00	Resolution 2021-02
Lien Search	Lien search, per address, 1-3 business day turnaround	\$65.00	Resolution 2022-21

Animal Services						
Citations	Violation	Offence				Implemented
		1 st	2 nd	3 rd	4 th +	Resolution 2022-14
	<i>Sec. 10-7 – Unvaccinated Animals</i>	\$50.00	\$100.00	\$250.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-8 – Barnyard Animals</i>	\$100.00	\$150.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-9 - Humane Treatment</i>	\$200.00	\$400.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-10 – Confinement of Animal(s) in Heat</i>	\$100.00	\$200.00	\$400.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-11 – Physical Control of Dog(s)</i>	\$100.00	\$200.00	\$300.00	Mandatory Court Appearance	Ordinance 1949
	<i>Sec. 10-12(a) – Dog Excreta</i>	\$50.00	\$75.00	\$100.00	Mandatory Court Appearance	Ordinance 1949
	<i>Sec. 10-12(b) - Noise</i>	\$50.00	\$75.00	\$100.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-15 – Dangerous Dog Requirements</i>	\$300.00	\$400.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-16 – Requirements of Owner after dog bite</i>	\$200.00	Dangerous Dog Investigation			Ordinance 1949
	<i>Sec. 10-19 – Ownership of a Primary Vector of Rabies</i>	\$150.00	\$300.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-21 – Keeping a Stray Domestic Animal</i>	\$25.00	\$75.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-25 – Disposal of Animal Carcass</i>	\$50.00	\$100.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-26 – Duties of Person Who Injures an Animal</i>	\$100.00	\$200.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-27 – Companion Animals in Motor Vehicle</i>	\$200.00	\$300.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-28 – Animal Exploitation</i>	\$200.00	\$300.00	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-31 – Trapping an Animal</i>	\$25.00	\$75.00	\$200.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-32 – Poisoning Animals</i>	\$200.00	Mandatory Court Appearance	Mandatory Court Appearance	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-34 – Animals trained to assist persons with disabilities</i>	\$100.00	\$200.00	\$300.00	Mandatory Court Appearance	Resolution 2022-14
	<i>Sec. 10-35 – Obstruction of Enforcement</i>	F.S.§ 775	F.S.§ 775	F.S.§ 775	Mandatory Court Appearance	Resolution 2022-14

Category	Fee Description	Current Rate				Implemented
Administrative Fees	Impound/Reclaim	1 st : \$75.00	2 nd : \$100.00	3 rd : \$200.00	4 th +: \$300.00	Resolution 2022-14
	Adoption (Dog)	\$95.00				
	Adoption (Cat)	\$75.00				
	Boarding	\$15.00 (per day)				
	Quarantine in-house	\$25.00 (per day)				
	Quarantine Dangerous Dog	\$50.00 (per day)				
	Quarantine Dangerous Dog Violation	\$300.00 (at home)				
	Administrative	\$10.00 (per violation)				
	Dangerous Dog Hearing	\$250.00				
	Dangerous Dog Registration	\$250.00, plus \$100.00 annually				
	Microchip	\$30.00				
	Emergency Veterinary Care	Actual Billed Amount				
	Court Cost	Actual Amount if City Prevails/ Plus Applicable Fees/Fines				

Miscellaneous Fees			
Category	Fee Description	Current Rate	Implemented
Fee for telecommunications company occupation of rights-of-way.	“... providing local telephone service, as defined in section 203.012(3), Florida Statutes (2000), in the city...” [See Section 74-10.1(a)(2) for full scope of fee]	\$500.00 per linear mile	Resolution 2020-13
Special fire services facilities fee.	“ In the event that any structure has special fire safety needs...” [See Section 34-25 for full scope of fee]		Resolution 2020-13
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Commercial Compactor Size: 30 CU YD Self Contained Disposal Fee Pull Charge Rental Fee	 \$95/Ton \$295.00 \$917.00	Ordinance 1957
	Commercial Compactor Size: 30 CU YD (dry waste only) Disposal Fee Pull Charge Rental Fee	 \$95/Ton \$295.00 \$415.00	Ordinance 1949
	Commercial Compactor Size: 40 CU YD (dry waste only) Disposal Fee Pull Charge Rental Fee	 \$95/Ton \$325.00 \$445.00	Ordinance 1949
	Single Family Residential Rate with Recycling (96 Gallon Bin) Extra Recycling Cart 1x per week Extra Solid Waste Cart 2x per week	 \$33.98 \$6.36 \$12.72	Ordinance 1957
	Commercial Roll Cart 2x per week 1X Week Recycle Extra Cart 2x per week	 \$50.88/month \$15.36 \$25.44	Ordinance 1957
	Commercial Dumpster Service Container Size 2 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$116.60 \$198.22 \$289.38 \$403.86 \$504.56 \$604.20	Ordinance 1949
	Commercial Dumpster Service Container Size 4 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$197.16 \$347.68 \$521.52 \$691.12 \$870.26 \$1045.16	Ordinance 1949
	Commercial Dumpster Service Container Size 6 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	 \$284.08 \$483.36 \$725.04 \$961.42 \$1,203.10 \$1,445.84	Ordinance 1949

Category	Fee Description	Current Rate	Implemented
Residential and Commercial Solid Waste, Yard Refuse, and Recycling	Commercial Dumpster Service Container Size 8 1 X Week 2 X Week 3 X Week 4 X Week 5 X Week 6 X Week	\$333.90 \$591.48 \$885.10 \$1,177.66 \$1,472.34 \$1,760.66	Ordinance 1949
Miscellaneous Garbage Fees	Dumpster delivery fee (including swaps) Dumpster Latches Dumpster Casters (2&4 yard only) Dumpster Gate Access Fee Commercial Extra Lifts/Yard Dumpster Over Filled Fee Residential Bear Latches	\$159.00 \$15.90 \$15.90 \$21.20 \$15.90 \$79.50 \$3.82 per month	Ordinance 1957
Natural gas utility franchise to the Okaloosa Gas District	Rates as charged by Okaloosa Gas		Resolution 2020-13
Recycling Services	"... per residence shall be assessed for curbside services ..." [See Section 70-44(a) for full scope of fee]	\$1.65 per month	Resolution 2020-13
Article III. – Stormwater Management: Civil & Criminal Penalties	"... criminal penalties. In addition to or as an alternative to any penalty provided in this article ..." [See Section 30-59(b) for full scope of fine]	\$100.00 - \$1000.00	Resolution 2020-13
Assessment for law enforcement education	"... all county courts within this county created by Article V of the state constitution, ..." [See Section 46-12(a) for full scope of fines] <i>Per violation of state penal criminal statute or municipal ordinance</i> <i>Per every bond estreature or forfeited bail bond related to such penal statute or penal ordinance</i>	\$3.00 \$2.00	Resolution 2020-13
Sidewalk Fund Contribution	Required where no adjacent sidewalk network exists for a development to connect to. Equivalent cost per linear foot of sidewalks that would typically be required along the street frontage of subject property. (Land Development Code Section 8.05.00).	\$13.00 per square foot (\$65.00 per linear foot for 5' wide sidewalk), subject to cost of material at the time fund contribution is made	Resolution 2023-7



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 11/7/2023
SUBJECT: Safe Haven Baby Box Discussion

BACKGROUND:

Pursuant to Florida Statutes 383.50 and 383.51, an individual can leave their newborn infant that a licensed physical reasonably believes is approximately 7 days old or younger at a hospital, emergency medical services station or fire station. With the exception of actual or suspected child abuse or neglect, the identity of the parent who leaves a newborn infant is confidential and a criminal investigation shall not be initiated solely because the newborn infant is left as provided for in the aforementioned statutes unless there is actual or suspected child abuse or neglect.

Safe Haven Baby Box Inc. ("SHBB") is a provider of a "Baby Box" that can be installed in buildings for which the statute allows for anonymous delivery of a newborn infant. This Baby Box allows a parent to anonymously deposit the child into the box from the outside. Upon closing the outer door, it is automatically locked and an alarm is triggered to inform the building occupants that a child may have been left in the Baby Box. The Box can then be opened from the outside and immediate medical care can be provided to the child.

DISCUSSION:

This item has been brought for discussion before the Council by Councilmember C. Brown. She previously brought this item up for cursory discussion at an earlier date, and since that time, staff has done additional research as to the Safe Haven Baby Box topic.

The recent Supreme Court decision to overrule *Roe v. Wade*, as well as growing social and socioeconomic stressors among adults and young adults alike, have served as the primary motivation to revisit and reconsider the topic of Safe Haven Baby Boxes in the City of Crestview.

Staff have reached out to representatives of the Safe Haven Baby Box company for a cost estimate and were provided with the Universal Informational Handout attached to this application. The total potential fees for pre-installation services, installation services, and the first annual fee would amount to a total not to exceed \$30,000.00 (accounting for potential inflation or other contingencies), with a recurring \$500.00 annual fee for recertification and maintenance of the Baby Box and a recurring annual fee of \$500.00 for alarm services.

Staff will need to consider and determine the optimal location for the Baby Box installation (fire station #1, #2 or #3) as well as determine a funding source appropriate to cover the initial and reoccurring cost of the Baby Box. Councilmember C. Brown is willing to contribute the remainder of her discretionary funds (\$7,500.00) to offset some of the initial costs related to the Baby Box's installation.

GOALS & OBJECTIVES

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The installation of the Safe Haven Baby Box is currently projected to cost approximately \$25,000.00, with approximately \$1,000.00 in annual reoccurring costs for recertification, maintenance and alarm services.

RECOMMENDED ACTION

Staff respectfully requests a motion directing staff to begin further analysis regarding the best location for, and total cost of installation for a Baby Box, with the understanding that \$7,500.00 is available via Councilmember Brown's discretionary fund to contribute to any initial costs.

Attachments

1. Universal Informational Handout October 2023 Version w Updated Expenses

SAFE HAVEN BABY BOXES 2023 INFORMATIONAL PACKET

Thank you so much for your interest in Safe Haven Baby Boxes! We are so grateful for your dedication to changing the outcome for mothers in crisis and infants. We dream of Safe Haven Baby Boxes in all 50 states, which is possible with help from incredible supporters like you! The complete process of obtaining a Baby Box for your community is detailed in this packet.

**CHECK OUT OUR PSA
(click below):**

[Safe Haven Baby Boxes PSA](#)



ESTABLISHED IN 2015

FOUNDED BY MONICA KELSEY

ABOUT US



Monica Kelsey founded Safe Haven Baby Boxes in 2015 after an inspiring trip to South Africa. During this trip, Monica saw a Baby Box in action and saw how it provided a safety net for parents in crisis. Monica made it her mission to help parents in crisis as her own birth mother was when she abandoned Monica as an infant. The first step is raising awareness and educating the public about the Safe Haven laws.

Safe Haven Baby Boxes is the only organization providing an anonymous option for parents to safely surrender their infant. Illegal abandonments show us that mothers are seeking to keep their identity secret. We seek to rewrite the story by giving mothers and innocent infants a better chance. The infant will go through a closed adoption and the parents free from prosecution.

Our organization staffs a 24 Hour National Crisis Hotline, 1-866-99BABY1. The hotline has provided counseling for over 7000 callers from all over the United States. This service has led to over 125 babies surrendered at Safe Haven locations and 31 babies thus far surrendered in a Baby Box.

HOW DO THE BABY BOXES WORK?

The Safe Haven Baby Box is a state of the art device. It legally permits a mother in crisis to safely, securely, and anonymously surrender her unwanted newborn. The Baby Box is a climate controlled safety device provided for under a state's Safe Haven Law. The installation of the box occurs on the exterior wall of a firehouse or hospital.

Prior to the box being active, tests occur at every stage of design, development, and deployment. It features multiple alarms in the device which alert first responders there has been a baby surrendered. The boxes alarms are tested weekly to ensure there will be no failures. None of these alarm systems have ever failed. The staff responsible for the box is trained on how the device operates.

The parent opens the door to the Baby Box, which triggers a silent alarm and a call goes to 911 dispatch. The infant is placed in a medical bassinet. A sensor located on the inside of the box triggers a second 911 dispatch call. The exterior door automatically locks upon placement of a newborn. Within five minutes the infant will be rescued by first responders. An interior door allows a medical staff member to secure the surrendered newborn from inside the designated building. The infant will be quickly taken to the hospital for medical evaluation.





It provides the community the opportunity to proactively save the lives of children since many are not aware of the Safe Haven Law.

Lack of knowledge about the law and prohibiting anonymity has historically produced catastrophic and devastating results of babies being abandoned.

**WHY DO
COMMUNITIES
NEED A BABY
BOX?**

Many women in crisis want and need anonymity when surrendering an infant, either because of fear of being recognized, the stigma associated with the surrender, or fear of prosecution due to the lack of knowledge and misunderstanding of the Safe Haven law.

The Baby Box is tangible, and the Safe Haven law is not. By having a Baby Box in the community, you are providing an opportunity to further educate about the law.

We hope and pray for a face-to-face surrender as it benefits both the mother and infant. The Safe Haven Baby Box hotline provides counseling to women in crisis and only suggests the Baby Box when it is the last option.



Road to Active Baby Box

Baby Box goes live and available to aid infants with parents in crisis.

9

Training for Safe Haven Baby Box provider personnel.

8

Baby Box Unveiling and Blessing occurs.

Baby Box delivered and installed by licensed contractor.

5

Baby Box order is placed and approximately 4 weeks later the box is produced. During this time the location will search for a licensed contractor to install the box and an alarm system company.

4

Contract for SHBB is reviewed by attorney and fundraising begins.

2

3

Contract (Lease and Service Agreement) is signed with location and initial fee is sent to SHBB.

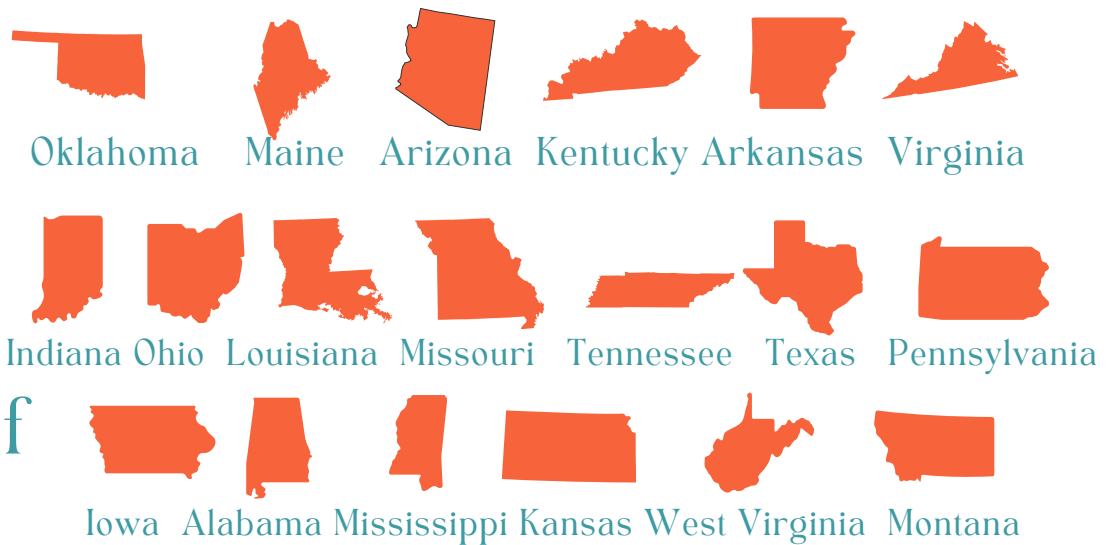
1

Meet with your community leaders, fire station, or hospital administration to review the Safe Haven Baby Box Program.

CAN I PLACE A BABY BOX IN MY COMMUNITY?

Yes, however, some states have made it easier than others.

States with existing legislation permitting placement of Baby Boxes



If your state is not above, do not be discouraged. Ideally all states would allow for anonymous surrender and we have a team in place to work on passing legislation at the state level. Please reach out to your state representative and senator to express the importance of updating your state's Safe Haven Law to allow for the placement of Baby Boxes.

The fees for Safe Haven Baby Boxes start around \$15,000 depending on installation and location.

*These prices are good for 90 days after the receipt of this informational packet *

THIRD PARTY DONATION SOLICITATION POLICIES

Safe Haven Baby Boxes Inc. (SHBB) appreciates individuals and organizations as they solicit donations to benefit its programs and services. Any individual or organization (outside of Safe Haven Baby Boxes Inc.) that organizes and hosts an event, promotion, sale, or donation drive on behalf of Safe Haven Baby Boxes Inc. is defined as a “third-party fundraiser.”

Prior to Collection of Donations:

1.The third-party fundraiser is not allowed to solicit for donations without acknowledgement from Safe Haven Baby Boxes AND local leaders, such as the mayor, fire chief, council member, and/or hospital administrator/staff. The third-party fundraiser should notify Safe Haven Baby Boxes via email or mail with intent to solicit donations in advance of the proposed start date.

2.The third-party fundraiser will not personally collect any donations. All donations should be sent directly to SHBB. Upon acknowledgement from a SHBB representative of the intent to campaign for donations, the third-party fundraiser will be provided a link for online donations specific to the fundraiser's campaign.

3.The third-party fundraiser is responsible for providing donation instructions to solicited donors.

4.The third-party fundraiser is responsible for expenses associated with printing and promotion of the donation solicitation.

5. The third-party fundraiser is not a representative of Safe Haven Baby Boxes and should not claim to be.
6. Safe Haven Baby Boxes retains the right to decline any solicitation activity if it conflicts with its mission or other fundraising efforts.
7. The third-party event organizers should not provide tax advice to third-party event contributors. Organizers should refer individuals to tax or legal counsel for information.
8. The third-party fundraiser may not keep any portion of a donation as profit or compensation for organizing the campaign.
9. The third-party fundraiser or anyone associated with the event cannot set up a temporary bank account in his/her name or Safe Haven Baby Boxes name for the collection of donations.
10. Safe Haven Baby Boxes, Inc. may only issue tax receipts for checks made payable to "Safe Haven Baby Boxes" or donations paid online at www.shbb.org or designated link for campaign.
11. The third-party fundraiser must submit all publicity and promotional material containing Safe Haven Baby Boxes name and/or logo to Safe Haven Baby Boxes Fundraising Department for review and approval prior to publication and distribution of these materials. Please allow Safe Haven Baby Boxes staff ten (10) business days to review these materials. PLEASE NOTE: Third-party donation campaigns that are approved by Safe Haven Baby Boxes may be advertised on Safe Haven Baby Boxes website and/or social media sites.

12. The third-party fundraiser cannot advertise locations of future baby box installations (i.e. address of fire station or hospital).

13. Promotional materials that use Safe Haven Baby Boxes name should incorporate the following statement: "Proceeds to benefit Safe Haven Baby Boxes Inc."

14. The third-party fundraiser agrees not to use Safe Haven Baby Boxes' tax exemption in any manner or as part of the donation campaign, nor will the third-party represent any rights or privileges of tax exemption to the public, nor will the third-party state that any portion of the purchase price for any goods or services at the event is tax deductible for charitable purposes.

15. Prior to starting a fundraising campaign, please send SHBB@SafeHavenBabyBoxes.com your fundraising campaign plan for approval.



Any additional funds raised will remain in your community promoting your local Safe Haven Baby Box. A billboard campaign will raise awareness for safe surrender and include our National Crisis Hotline number.

Please keep in mind that all donations that are solicited for a Safe Haven Baby Box must be sent to SHBB to be used for your city's baby box and/or marketing and education. If your fundraising efforts exceed the amount needed, per the IRS guidelines, this money has to be sent to SHBB. Sending money raised for a Safe Haven Baby Box to another entity is a direct violation of IRS guidelines.

Safe Haven Baby Boxes name and logo are a registered trademark. Any use of these would need SHBB approval. For questions or more information on third-party donation solicitation, please contact a Safe Haven Baby Boxes representative at 1-888-742-2133 or shbb@safehavenbabyboxes.com. Thank you very much for your interest in supporting Safe Haven Baby Boxes programs and services!

By signing below, you understand SHBB fundraising policy and will ensure that the funds are handled according to this policy.

Signed _____ Date _____

Donation for a Safe Haven Baby Box located in _____

Amount needed: _____

Mail check to:

SHBB

PO Box 185

Woodburn, IN 46797

Once a check is received you will receive a letter from SHBB for you to use for tax purposes. SHBB is a registered 501(c)3 nonprofit organization by the IRS so all donations are tax-deductible. Thank you for your support!

Goals of Safe Haven Baby Boxes

- Raise awareness of the Safe Haven law through the installation of Baby Boxes.
- Provide counseling to any parent in crisis.
- Use of billboards, social media, speaking engagements, and fundraisers to bring awareness to Safe Haven Laws.
- Provide a safe and anonymous option for surrendering an infant.
- Work with legislators in every state to pass a law allowing the installation of Baby Boxes.
- Install Baby Boxes in every state in the United States.

Help Us Reach Our Goals

- Assist or host a Safe Haven Baby Boxes fundraiser
- Invite Monica to speak at your church, or community event
- Attend a Baby Box Blessing
- Follow and share our social media platforms

Please contact us if you have any questions or need more information.

Email: shbb@safehavenbabyboxes.com

Phone: (888)742-2133

Website: www.shbb.org

Services, Fees and Expense Schedule

Full Time Fire Stations

INITIAL FEE: \$15,000	ANNUAL FEE: \$500	OTHER FEES NOT INCLUDED IN INITIAL FEE (ESTIMATED AT \$5,000-\$7,00
Pre-installation Services	Annual Fee Services	*Fees vary based on location and/or services donated by local community members. The items below are estimates and not a guarantee of cost.
A. Examination of location B. Administrative/Legal resources C. Consultation on programs D. Assistance with raising funds to support cost of the Baby Box (optional)	A. Recertification of the Baby Box by a licensed contractor B. Maintenance of the Baby Box from expected use C. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism	A. Delivery: \$500 is you would like to have the Baby Box delivered. You can pick up at our Fort Wayne, IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled) B. installation: Labor and materials: \$2000- \$3,500 (location may be able to have this donated)
Installation Services	*LOCATIONS WITH ADDITIONAL FEES A. Volunteer fire stations must feature a camera in the Baby Box making the total initial fees \$15,500 B. Ohio locations total initial fee is \$16,000 as \$1,000 is paid to their health department C. Alabama locations must feature a camera in the Baby Box making total initial fee is \$15,500	C. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the Baby Box) ~ \$1,200
A. Inspection of Installation B. Training to all emergency personnel		D. Annual Alarm Services: Annual fee for monitoring ~\$500 annually paid by location to Alarm Company
Post Installation Services		E. Transportation: Cost based on location and transportation from Indiana
A. Marketing of the Baby Box B. 24/7 Hotline available to community C. Advertising of the Box D. Efforts to support raising awareness on local, state and national levels supporting the Baby Box in each community	 Safe Haven Baby Boxes	F. Permits or other requirements prior to construction. (varies)



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 11/8/2023
SUBJECT: Eden Lake Subdivision Preliminary Plat

BACKGROUND:

Staff received the initial application for the Eden Lake subdivision on May 1st, 2023. 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 preliminary plat documents.

DISCUSSION:

This subdivision is proposed to the south east of the intersection of Highway 90 and Victory Lane, east of Twin Hills Park, with a connection to Victory Lane to its west, and secondary emergency access to Highway 90 to the north. The subdivision proposes 187 lots across 47.48 acres, resulting in a gross density of approximately 3.93 units per acre, which is allowable per the applicable zoning and future land use requirements.

Any minor comments that are outstanding will not affect the layout or scope proposed in the preliminary plat document. Should there be any changes to this document that do affect the layout or scope proposed, it will be brought back for review.

Offsite improvements to Victory Lane were proposed for this development in lieu of the typical MOU process. Victory Lane improvements satisfy the traffic MOU amount that would have typically been required.

The Planning and Development Board recommended approval of the plat on November 6, 2023.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

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

Community Character- Promote desirable growth with a hometown atmosphere

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

Approval of the preliminary 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 Eden Lake Subdivision Preliminary Plat.

Attachments

1. Eden Lake Preliminary Plat



Staff Report

CITY COUNCIL MEETING DATE: November 13,
2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 11/8/2023
SUBJECT: Eagle View Subdivision Preliminary Plat and MOU

BACKGROUND:

Staff received the initial application for the Eagle View subdivision on December 1st, 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 preliminary plat documents.

DISCUSSION:

This subdivision is proposed along Lindley Road, east of Sioux Circle, with multiple connections to Lindley Road and interconnectivity throughout. The subdivision proposes 194 lots across 186.48 acres, resulting in a gross density of approximately 1.04 units per acre, which is allowable per the applicable zoning and future land use requirements.

Any minor comments that are outstanding will not affect the layout or scope proposed in the preliminary plat document. Should there be any changes to this document that do affect the layout or scope proposed, it will be brought back for review.

The attached MOU pertains to this development, based on the number of trips provided in the traffic study that came with the development application. The MOU provides for an amount of \$106,932.00, and will require signature from the mayor if approved.

The Planning and Development Board recommended approval of the plat on November 6th, 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 preliminary 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. Approval of the MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Eagle View Subdivision Preliminary Plat and to approve the Memorandum of Understanding to forward to the Mayor and City Clerk for signature.

Attachments

1. Eagle View_Preliminary Plat_10-17-23
2. Eagle View Subdivision Traffic MOU

PRELIMINARY

Eagle View

A Residential Subdivision Situated In Section 2 & 11,
Township 3 North, Range 24 West, Okaloosa County, Florida.

Legal Description:

A PARCEL OF LAND SITUATED IN SECTIONS 2 AND 11, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; BEING THOSE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 3574, PAGE 1628 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF PARCEL 6: 02-3N-24-0000-0003-001C DESCRIBING PARCEL "B" THAT WAS CONVEYED TO HUTCHINSON IN 2008 (OFFICIAL RECORDS BOOK 2928, PAGE 2823); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED S88°12'07"E, A DISTANCE OF 1,850.10 FEET TO A 2-1/2" IRON PIPE (NO IDENTIFICATION); THENCE PROCEED S87°58'56"E, A DISTANCE OF 265.02 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED S02°18'39"W, A DISTANCE OF 933.54 FEET TO A 5/8" IRON ROD L.S. #4150; THENCE PROCEED N87°40'31"W, A DISTANCE OF 264.79 FEET TO A 5/8" IRON ROD L.S. # 4150; THENCE PROCEED N87°40'31"W, A DISTANCE OF 132.07 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED N87°40'31"W, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED S02°17'48"E, A DISTANCE OF 51.04 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED S48°43'51"W, A DISTANCE OF 404.27 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED S48°43'51"W, A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED S15°16'38"W, A DISTANCE OF 211.40 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED S35°50'16"E, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED N80°13'39"E, A DISTANCE OF 334.12 FEET TO A 1/2" IRON ROD L.B. #7191; THENCE PROCEED N42°16'15"E, A DISTANCE OF 425.00 FEET TO A 1/2" IRON ROD L.B. #7191 MARKING A POINT ON THE SOUTH LINE OF A 66 FOOT WIDE INGRESS & EGRESS EASEMENT KNOWN AS LINDLEY ROAD (OFFICIAL RECORDS BOOK 1078, PAGES 187-188); THENCE PROCEED S87°40'22"E ALONG SAID SOUTH EASEMENT LINE, A DISTANCE OF 330.69 FEET TO A 1/2" IRON ROD L.B. #7191 MARKING A POINT ON THE EAST LINE OF THE AFORESAID LINDLEY ROAD EASEMENT; THENCE PROCEED N02°18'39"E ALONG SAID EAST EASEMENT LINE, A DISTANCE OF 996.21 FEET TO A 3/4" IRON PIPE (NO IDENTIFICATION) MARKING A POINT ON THE SOUTH LINE OF THE AFORESAID LINDLEY ROAD EASEMENT; THENCE PROCEED S88°19'16"E ALONG SAID SOUTH EASEMENT LINE, A DISTANCE OF 459.68 FEET TO A 1/2" IRON ROD (NO IDENTIFICATION); THENCE DEPARTING SAID EASEMENT LINE PROCEED S02°10'47"W ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 2455.63 FEET, MORE OR LESS, TO THE NORTHERLY WATER'S EDGE OF WATHISON CREEK; THENCE MEANDERING SOUTHWEST ALONG SAID NORTHERLY WATER'S EDGE FOR A DISTANCE OF 6.766 FEET, MORE OR LESS, TO A POINT BEING S02°06'00"W, A DISTANCE OF 18.08 FEET OF A 5/8" IRON ROD L.B. #5024; THENCE DEPARTING SAID WATER'S EDGE PROCEED N02°06'00"E, A DISTANCE OF 1197.65 FEET, MORE OR LESS, TO A 5/8" IRON ROD L.B. #5024; THENCE PROCEED S88°09'16"E, A DISTANCE OF 1188.71 FEET TO A 5/8" IRON ROD L.B. #5024; THENCE PROCEED N02°16'38"E, A DISTANCE OF 589.14 FEET TO A 5/8" IRON ROD L.B. #5024; THENCE PROCEED N02°17'16"E, A DISTANCE OF 303.09 FEET TO A 2" IRON PIPE (NO IDENTIFICATION); THENCE PROCEED N02°17'16"E, A DISTANCE OF 1772.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 186.48 ACRES, MORE OR LESS.

Dedication:

KNOW ALL MEN BY THESE PRESENTS THAT EAGLE VIEW INVESTMENTS, LLC AS OWNER OF THE LANDS SHOWN HEREON AS "EAGLE VIEW" DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE ALL UTILITY EASEMENTS TO THE PUBLIC AND DOES HEREBY DEDICATE IN PERPETUITY ALL STREETS, RIGHT-OF-WAYS, VEGETATIVE NATURAL BUFFERS, AND RETENTION AREAS SHOWN HEREON TO EAGLE VIEW HOMEOWNERS ASSOCIATION, INC. AND DOES FURTHER HEREBY GRANT NON-EXCLUSIVE EASEMENTS WITHIN ALL RIGHT-OF-WAYS, STREETS, RETENTION AREAS, AND EASEMENTS AS SHOWN HEREON TO VARIOUS UTILITY COMPANIES FOR THE PURPOSES OF INGRESS, EGRESS, INSTALLATION, REPAIR, AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO CITY OF CRESTVIEW WATER DEPARTMENT, COX CABLE COMPANY, FLORIDA POWER AND LIGHT, AND TELEPHONE SERVICES COMPANY. THE OWNERS DO HEREBY REQUEST THAT SAID PLAT OF "EAGLE VIEW" BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

NEIL BOUCHER
OWNER

WITNESS (SIGNATURE)

Crestview City Council Approval:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AND WAS APPROVED BY THEM FOR THE RECORD ON THIS DAY OF , 2023.

CITY COUNCIL PRESIDENT

City of Crestview Engineer's Approval:

THE UNDERSIGNED HEREBY CERTIFIES THAT THE FINAL PLAT OF EAGLE VIEW CONFORMS TO GENERAL ENGINEERING STANDARDS AND MEETS PLAT SPECIFICATIONS SET FORTH IN THE CRESTVIEW CODE OF ORDINANCES.

CITY ENGINEER OR PLANNING DIRECTOR

Owner / Developer:

Eagle View Investments, LLC,
9729 Hammocks Blvd, E107
Miami, FL 33196

State of Florida Notices :

FLORIDA STATUTE 177.091, PART I (27)

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

FLORIDA STATUTE 177.091, PART I (28)

PLATTED UTILITY EASEMENTS: ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

Acknowledgment:

STATE OF FLORIDA
COUNTY OF OKALOOSA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS DAY OF , 2023 BY

AS , ON THE BEHALF OF THE COMPANY, THEY ARE PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

Utility Company Approval and Certification:

(CITY OF CRESTVIEW UTILITY SERVICE DIVISION ~ POTABLE WATER)

THIS IS TO CERTIFY THAT THIS PLAT WAS PRESENTED TO CITY OF CRESTVIEW UTILITY SERVICE DIVISION AND SAID COMPANY DOES HEREBY APPROVE AND CERTIFY THAT SAID UTILITY COMPANY HAS THE CAPACITY TO PROVIDE THE SERVICES INDICATED ABOVE AND WILL PROVIDE SAID SERVICES INDICATED ABOVE AND INSURE THE CORRECT AND COMPLETE INSTALLATION AND MAINTENANCE OF THE ABOVE UTILITY SYSTEMS INSTALLED IN CONJUNCTION WITH THIS PLAT, CERTIFIED ON THE DAY OF , 2023.

----- AUTHORIZED AGENT SIGNATURE

Okaloosa County Clerk's Approval:

I, HONORABLE JD PEACOCK II, CLERK OF THE CIRCUIT COURT, FIRST JUDICIAL CIRCUIT OKALOOSA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR THE RECORD ON THE DAY OF , 2023, IN PLAT BOOK , PAGES .

JD PEACOCK II,
CLERK OF THE
CIRCUIT COURT,
FIRST JUDICIAL
CIRCUIT, OKALOOSA
COUNTY, FLORIDA

Certification By Okaloosa County Tax Collector

I, BEN ANDERSON, COUNTY TAX COLLECTOR OF OKALOOSA COUNTY, FLORIDA DO HEREBY CERTIFY THAT THE PROPERTY TAXES HAVE BEEN PAID FOR THE TAX CALENDAR YEAR OF 2021 FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AS OF THIS DAY OF , 2023.

BEN ANDERSON
TAX COLLECTOR
OKALOOSA COUNTY TAX COLLECTOR OFFICE

Okaloosa 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 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE DAY OF , 2023.

BY: CLAYTON M. JOHNSON, PSM OKALOOSA COUNTY SURVEYOR
FLORIDA PROFESSIONAL SURVEYOR & MAPPER #7178

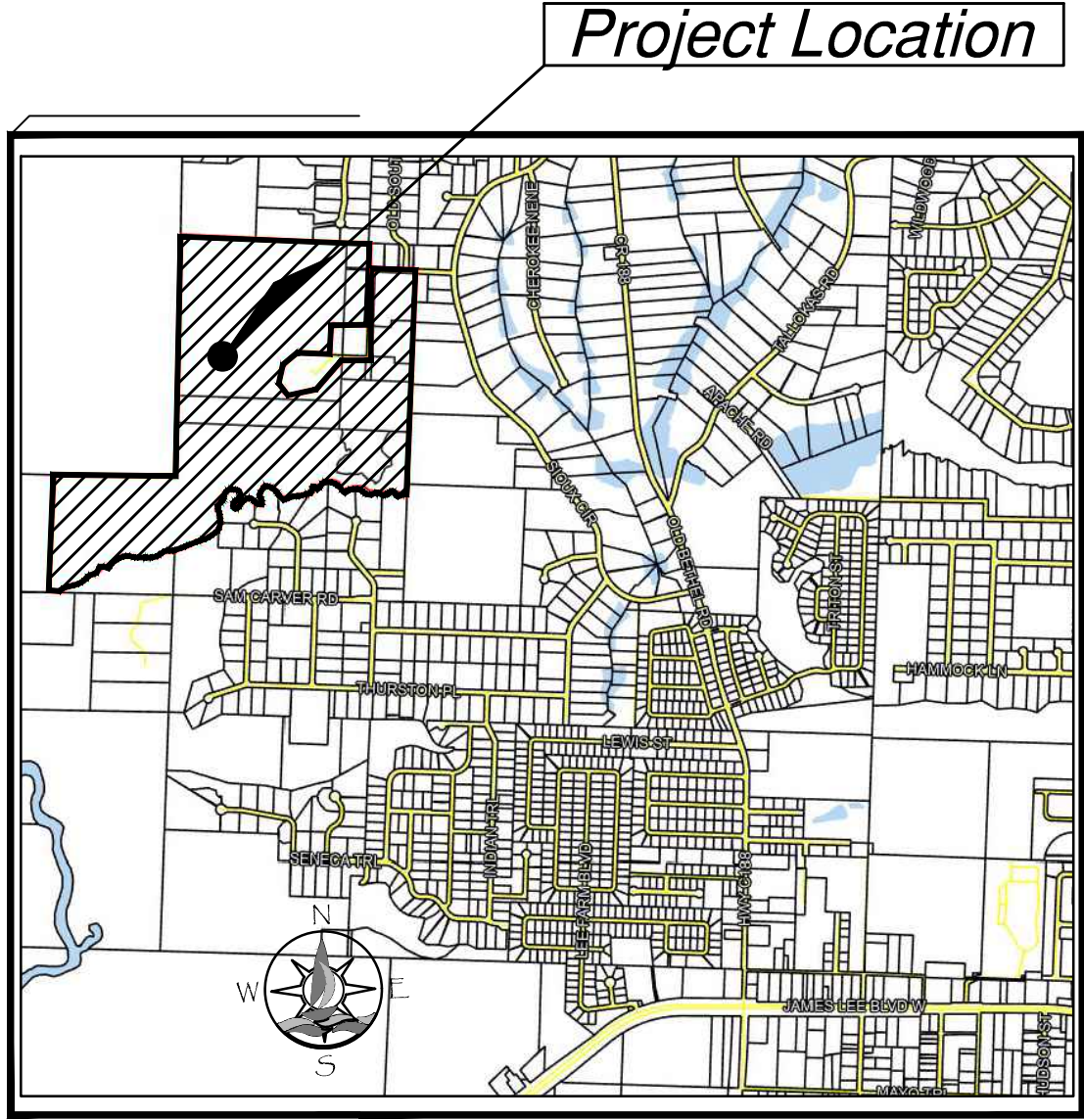
Surveyor's Notes:

- BEARINGS AND COORDINATES SHOWN HEREON ARE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD 83), U.S. SURVEY FOOT. BEARINGS ARE REFERENCED ALONG THE SOUTH LINE OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, HAVING A FIELD BEARING OF N88°10'47"W.
- UNDERGROUND ENCROACHMENTS, IF ANY, NOT LOCATED.
- THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA STATUTES.
- THIS IS A PRELIMINARY PLAT AND IS NOT FOR RECORDING.
- ALL DISTANCES DEPICTED HEREON ARE U.S. SURVEY FEET.
- LOTS WITH VEGETATIVE NATURAL BUFFERS SHALL NOT OBSTRUCT OR HINDER THE FLOW OF STORMWATER THROUGH THE VEGETATIVE NATURAL BUFFER. ALL FENCES, SHEDS, ETC. MUST BE CONSTRUCTED TO ALLOW THE UNOBSTRUCTED FLOW OF STORMWATER RUNOFF.

Surveyor's Certificate:

I, TIMOTHY D. BOWDEN, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF LAND SURVEYED UNDER MY DIRECTION AND SUPERVISION. THE PRM'S HAVE BEEN SET AS INDICATED HEREON AND THAT IT COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES.

TIMOTHY D. BOWDEN, PROFESSIONAL SURVEYOR & MAPPER NUMBER 6928
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS NUMBER 7191
SEASIDE ENGINEERING AND SURVEYING, LLC
6575 HIGHWAY 189 N



Location Map
NOT TO SCALE

Title Opinion:

THE UNDERSIGNED ATTORNEY, LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT TITLE TO THE LANDS DESCRIBED HEREON AS "EAGLE VIEW" IS IN THE NAMES OF THE DEDICATOR AS SHOWN HEREON AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON SAID LAND, CERTIFICATION RENDERED ON THE DAY OF , 2023.

BY: XXXXX X XXXXXXXX
BAR NUMBER #####

DATE:

SIGNATURE

Sheet Index:

- LEGAL DESCRIPTION AND CERTIFICATES OF APPROVAL
- OVERALL BOUNDARY, LEGEND, ABBREVIATIONS, LINE AND CURVE TABLES.
- LOT GEOMETRY.
- LOT GEOMETRY.
- LOT GEOMETRY.
- LOT GEOMETRY.
- LOT GEOMETRY.
- LOT GEOMETRY.
- LOT GEOMETRY.

SEAS

Seaside Engineering And Surveying, LLC

6575 Highway 189 North
Baker, Florida 32531

Ph: (850) 650-9563
Fax: (850) 398-6812

Eagle View

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

SHEET 1 OF 9

Abbreviations:

= NUMBER
& = AND
(") = SECONDS
(') = MINUTES OR FEET
C/L = CENTERLINE
L1 = LINE NUMBER TO LINE TABLE
ESMT. = EASEMENT
FCM = FOUND CONCRETE MONUMENT
FL = FOUND NAIL AND DISC
FN&D INC. = LIMITED LIABILITY COMPANY
LLC = LICENSED SURVEYING & MAPPING BUSINESS
LB = NORTH AMERICAN VERTICAL DATUM
NAVD = PERMANENT REFERENCE MONUMENT
PRM = RIGHT-OF-WAY
R/W = SET CONCRETE MONUMENT
SCM = PROFESSIONAL ENGINEER
P.E. = PROFESSIONAL SURVEYOR & MAPPER
P.S.M. = SET IRON ROD
SIR = NUMBER
NO. = SEASIDE ENGINEERING & SURVEYING, LLC
SEAS = TYPICAL
U.S. = UNITED STATES OF AMERICA

Abbreviations: Con't

MIN. = MINIMUM
FFE = FINISHED FLOOR ELEVATION
ELEV = ELEVATION
USACE = UNITED STATES ARMY CORPS OF ENGINEERS
FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
O.R. DEPT. = DEPARTMENT
FL = MORE OR LESS
S.F. = SQUARE FEET
AC. = ACRES
B.S.L. = BUILDING SETBACK LINE
FEMA AGENCY = FEDERAL EMERGENCY MANAGEMENT AGENCY
(N.R.) = NON-RADIAL
LDR = RESIDENTIAL 1
FUM = LOW DENSITY RESIDENTIAL
RR = FUTURE LAND USE MAP
PCP = RURAL RESIDENTIAL
PCP = PERMANENT CONTROL POINT

Legend:

- = SET 1/2" CAPPED IRON ROD, LB #7191 (SIR LB #7191)
- = SET PERMANENT REFERENCE MONUMENT (PRM), 4" X 4" CONCRETE MONUMENT STAMPED SEAS LB 7191 (SCM LB #7191 PRM)
- = SET PERMANENT CONTROL POINT (PCP), SET NAIL AND DISC, LB #7191 (SN&D LB #7191 PCP)
- /// = BUFFER
- /// = DRAINAGE & UTILITY EASEMENT
- /// = WETLANDS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C300	125.81'	200.00'	036°02'33"	123.75'	N69°40'04"W
C301	125.81'	200.00'	036°02'33"	123.75'	N69°40'04"W
C302	57.96'	37.00'	089°45'07"	52.21'	S47°11'13"W
C303	103.67'	66.00'	090°00'00"	93.34'	N47°18'39"E
C304	49.41'	50.00'	056°37'20"	47.43'	N30°37'19"E
C305	49.96'	50.00'	057°15'16"	47.91'	N30°18'22"E
C306	57.66'	66.00'	050°03'23"	55.84'	S67°17'57"W
C307	43.72'	66.00'	037°57'24"	42.93'	S61°14'57"W
C308	73.65'	66.00'	063°56'05"	69.89'	N67°48'19"W
C309	58.88'	66.00'	051°06'54"	56.95'	N10°16'49"W
C310	38.54'	66.00'	033°27'13"	37.99'	N32°00'14"E
C311	50.22'	66.00'	043°35'39"	49.01'	N70°31'40"E
C312	87.36'	66.00'	075°50'18"	81.12'	N52°04'51"E
C313	27.57'	66.00'	023°56'03"	27.37'	N02°11'41"E
C314	103.67'	66.00'	090°00'00"	93.34'	N47°17'16"E
C315	26.18'	50.00'	030°00'00"	25.88'	N77°17'16"E
C316	79.07'	175.00'	025°53'15"	78.40'	N74°44'43"W
C317	31.02'	175.00'	010°09'18"	30.98'	N56°43'27"W
C318	75.10'	225.00'	019°07'28"	74.75'	N61°12'32"W
C319	66.44'	225.00'	016°55'05"	66.20'	N79°13'48"W
C320	50.68'	50.00'	058°04'28"	48.54'	S63°16'25"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C363	63.81'	50.00'	073°07'13"	59.57'	S15°27'36"E
C364	13.62'	15.00'	052°01'12"	13.16'	S26°00'36"E
C365	23.56'	15.00'	090°00'00"	21.21'	S45°00'00"W
C366	24.16'	15.00'	092°17'16"	21.63'	N43°51'22"W
C367	13.62'	15.00'	052°01'12"	13.16'	N28°17'53"E
C368	12.25'	50.00'	014°02'25"	12.22'	N47°17'16"E
C369	13.62'	15.00'	052°01'12"	13.16'	N68°16'06"E
C370	39.27'	75.00'	030°00'00"	38.82'	N77°17'16"E
C371	13.62'	15.00'	052°01'12"	13.16'	N88°17'53"E
C372	45.45'	50.00'	052°04'47"	43.90'	N88°16'06"E
C373	50.30'	50.00'	057°38'15"	48.20'	N33°24'35"E
C374	25.90'	50.00'	029°40'37"	25.61'	N10°14'51"W
C375	29.98'	50.00'	034°21'23"	29.53'	N42°15'51"W
C376	96.25'	50.00'	110°17'23"	82.06'	S65°24'46"W
C377	12.24'	15.00'	046°45'42"	11.91'	S33°38'55"W
C378	1.38'	15.00'	005°15'31"	1.38'	S59°39'31"W
C379	13.09'	25.00'	030°00'00"	12.94'	S77°17'16"W
C380	13.62'	15.00'	052°01'12"	13.16'	N61°42'07"W
C381	58.52'	50.00'	067°03'41"	55.24'	N69°13'22"W
C382	110.81'	50.00'	126°58'44"	89.49'	S13°45'26"W
C383	13.62'	15.00'	052°01'12"	13.16'	S23°43'20"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C321	59.53'	50.00'	068°13'16"	56.08'	S00°07'34"W
C322	76.48'	50.00'	087°38'19"	69.24'	S77°48'14"E
C323	37.28'	50.00'	042°43'25"	36.43'	N37°00'54"E
C324	20.07'	15.00'	076°39'27"	18.61'	N53°58'55"E
C325	78.09'	175.00'	025°34'04"	77.45'	S74°54'19"E
C326	31.99'	175.00'	010°28'29"	31.95'	S56°53'02"E
C327	65.26'	225.00'	016°37'04"	65.03'	S59°57'20"E
C328	76.28'	225.00'	019°25'29"	75.92'	S77°58'36"E
C329	23.56'	15.00'	090°00'00"	21.21'	S42°41'21"E
C330	64.40'	41.00'	090°00'00"	57.98'	N47°18'39"E
C331	74.12'	75.00'	056°37'20"	71.14'	N30°37'19"E
C332	24.98'	25.00'	057°15'16"	23.98'	N30°18'22"E
C333	69.24'	91.00'	043°35'39"	67.58'	S70°31'40"W
C334	53.13'	91.00'	033°27'13"	52.38'	S32°00'14"W
C335	16.55'	91.00'	010°25'13"	16.53'	S10°04'01"W
C336	44.61'	91.00'	028°05'13"	44.16'	S09°11'12"E
C337	20.02'	91.00'	012°36'28"	19.98'	S29°32'03"E
C338	12.98'	91.00'	008°10'32"	12.97'	S39°55'33"E
C339	26.69'	91.00'	016°48'12"	26.59'	S52°24'55"E
C340	22.98'	91.00'	014°28'07"	22.92'	S68°03'04"E
C341	38.89'	91.00'	024°29'13"	38.60'	S87°01'44"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C384	64.40'	41.00'	090°00'00"	57.98'	S47°17'16"W
C385	13.62'	15.00'	052°01'12"	13.16'	N61°42'07"W
C386	46.02'	50.00'	052°44'26"	44.42'	N62°03'44"W
C387	36.49'	50.00'	041°48'43"	35.68'	S70°39'42"W
C388	26.86'	50.00'	030°46'52"	26.54'	S34°21'55"W
C389	54.40'	50.00'	062°19'57"	51.75'	S12°11'30"E
C390	38.08'	50.00'	043°38'02"	37.16'	S65°10'29"E
C391	46.02'	50.00'	052°44'26"	44.42'	N66°38'17"E
C392	13.62'	15.00'	052°01'12"	13.16'	N66°16'40"E
C393	114.19'	91.00'	071°53'51"	106.85'	N56°20'21"E
C394	25.48'	91.00'	016°02'23"	25.39'	N12°22'14"E
C395	3.28'	91.00'	002°03'46"	3.28'	N03°19'09"E
C396	22.96'	15.00'	087°42'44"	20.79'	N46°08'38"E
C397	120.45'	91.00'	075°50'18"	111.85'	N52°04'51"E
C398	13.05'	91.00'	008°13'02"	13.04'	N10°03'11"E
C399	24.96'	91.00'	015°43'01"	24.88'	N01°54'50"W
C400	23.56'	15.00'	090°00'00"	21.21'	N35°13'39"E
C401	60.28'	91.00'	037°57'24"	59.19'	N61°14'57"E
C402	35.82'	41.00'	050°03'23"	34.69'	N67°17'57"E
C403	23.56'	15.00'	089°59'01"	21.21'	S42°40'51"E
C404	13.62'	15.00'	052°01'12"	13.16'	S28°19'15"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C342	23.56'	15.00'	090°00'00"	21.21'	S54°46'21"E
C343	17.13'	41.00'	023°56'03"	17.00'	S02°11'41"W
C344	54.27'	41.00'	075°50'18"	50.39'	S52°04'51"W
C345	23.56'	15.00'	090°00'00"	21.21'	N45°00'00"W
C346	13.62'	15.00'	052°01'12"	13.16'	N26°00'36"E
C347	26.98'	50.00'	030°55'12"	26.66'	N36°33'37"E
C348	27.46'	50.00'	031°28'12"	27.12'	N05°21'55"E
C349	28.34'	50.00'	032°28'26"	27.96'	N26°36'24"W
C350	51.22'	50.00'	058°41'36"	49.01'	N72°11'25"W
C351	31.08'	50.00'	035°37'10"	30.59'	S60°39'12"W
C352	37.65'	50.00'	043°08'43"	36.77'	S21°16'16"W
C353	45.13'	50.00'	051°43'07"	43.62'	S26°09'39"E
C354	13.62'	15.00'	052°01'12"	13.16'	N26°00'36"E
C355	23.56'	15.00'	090°00'00"	21.21'	S45°00'00"W
C356	23.56'	15.00'	090°00'00"	21.21'	N45°00'00"W
C357	13.62'	15.00'	052°01'12"	13.16'	N26°00'36"E
C358	60.63'	50.00'	069°28'40"	56.98'	N17°16'53"E
C359	31.13'	50.00'	035°40'21"	30.63'	N35°17'38"W
C360	32.18'	50.00'	036°52'12"	31.62'	N71°33'54"W
C361	26.78'	50.00'	030°41'00"	26.46'	S74°39'30"W
C362	33.35'	50.00'	038°12'59"	32.74'	S40°12'30"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C405	17.46'	50.00'	020°00'24"	17.37'	S44°19'39"W
C406	158.05'	50.00'	181°06'54"	100.00'	S56°14'00"E
C407	44.85'	50.00'	051°23'34"	43.36'	N07°30'46"E
C408	27.51'	50.00'	031°31'32"	27.17'	N33°56'47"W
C409	13.62'	15.00'	052°01'12"	13.16'	N23°41'57"W
C410	23.56'	15.00'	090°00'00"	21.21'	N47°18'39"E
C411	142.94'	91.00'	090°00'00"	128.69'	N47°18'39"E
C412	24.71'	25.00'	056°37'20"	23.71'	N30°37'19"E
C413	74.95'	75.00'	057°15'16"	71.87'	N30°18'22"E
C414	23.57'	15.00'	090°00'59"	21.22'	S47°19'09"W
C415	36.14'	91.00'	022°45'06"	35.90'	S80°57'05"W
C416	43.37'	91.00'	027°18'17"	42.96'	S55°55'24"W
C417	27.16'	41.00'	037°57'24"	26.67'	S61°14'57"W
C418	45.75'	41.00'	063°56'05"	43.41'	N67°48'19"W
C419	36.58'	41.00'	051°06'54"	35.38'	N10°16'49"W
C420	23.94'	41.00'	033°27'13"	23.60'	N32°00'14"E
C421	31.20'	41.00'	043°35'39"	30.45'	N70°31'40"E

City 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 THE CITY OF CRESTVIEW TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS, EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ACCEPTED BY THE GOVERNING BODY OF CRESTVIEW, FLORIDA. THE MERE RECORDING OF THIS PLAT DOES NOT CONSTITUTE ACCEPTANCE FOR ANY ACT OF CONSTRUCTION OR MAINTENANCE.

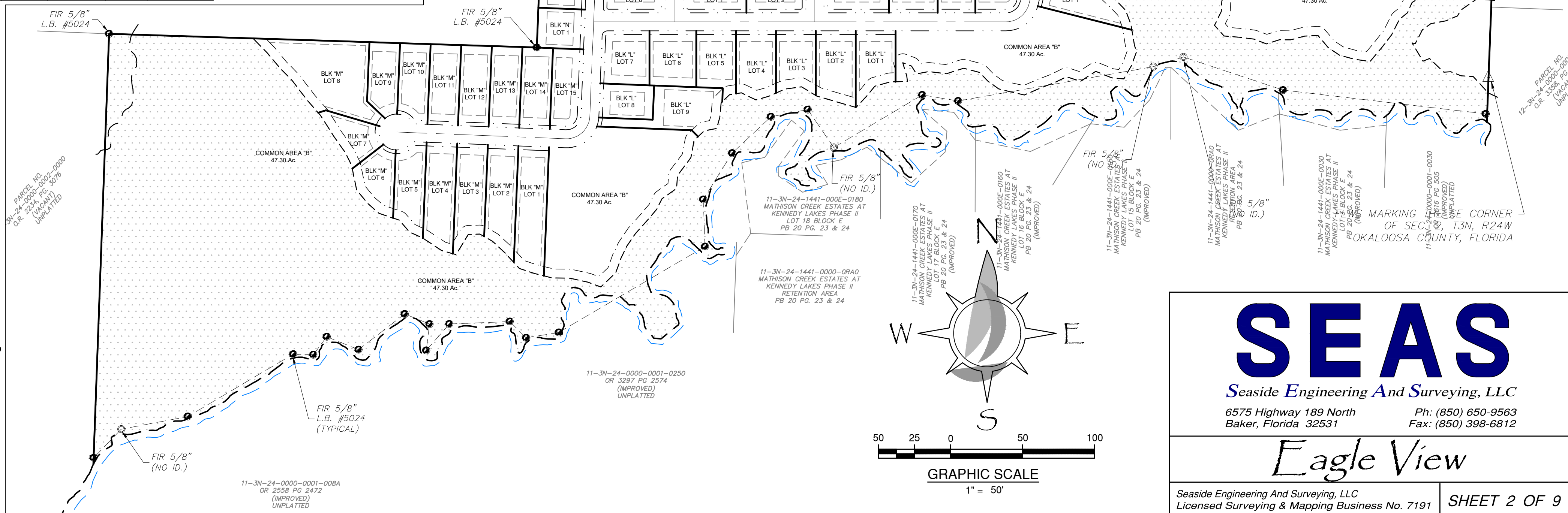
Surveyor's Notes:

- FIELD BEARINGS ARE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD 83) AND ARE REFERENCED TO THE SOUTH LINE OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA HAVING A BEARING OF N88°10'47"W.
- THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 61G17-6 OF THE FLORIDA STATUTES.
- THIS IS A PRELIMINARY PLAT AND IS NOT FOR RECORDING.

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POINT OF COMMENCEMENT
FCM 4"x4" (NO IDENTIFICATION)
NORTHWEST CORNER OF SOUTHEAST
QUARTER OF SECTION 2, TOWNSHIP
3 NORTH, RANGE 24 WEST,
OKALOOSA COUNTY, FL



SEAS

Seaside Engineering And Surveying, LLC

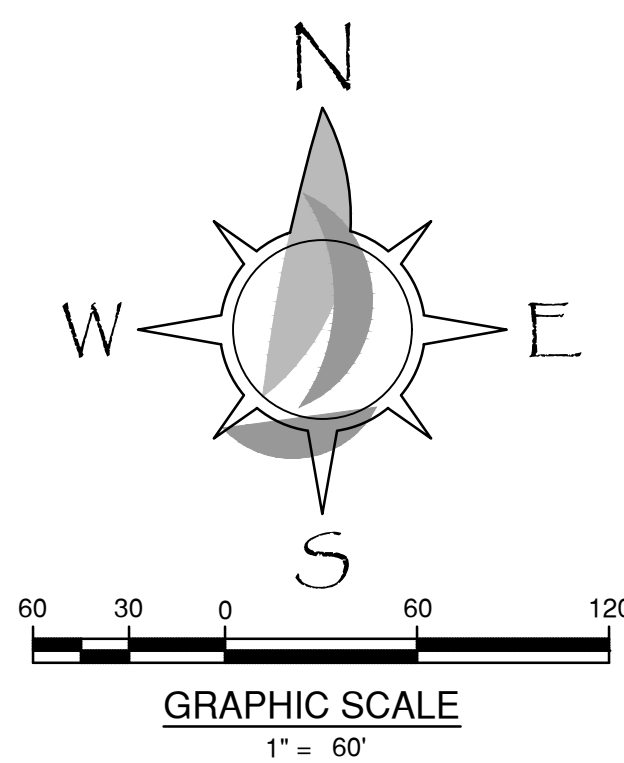
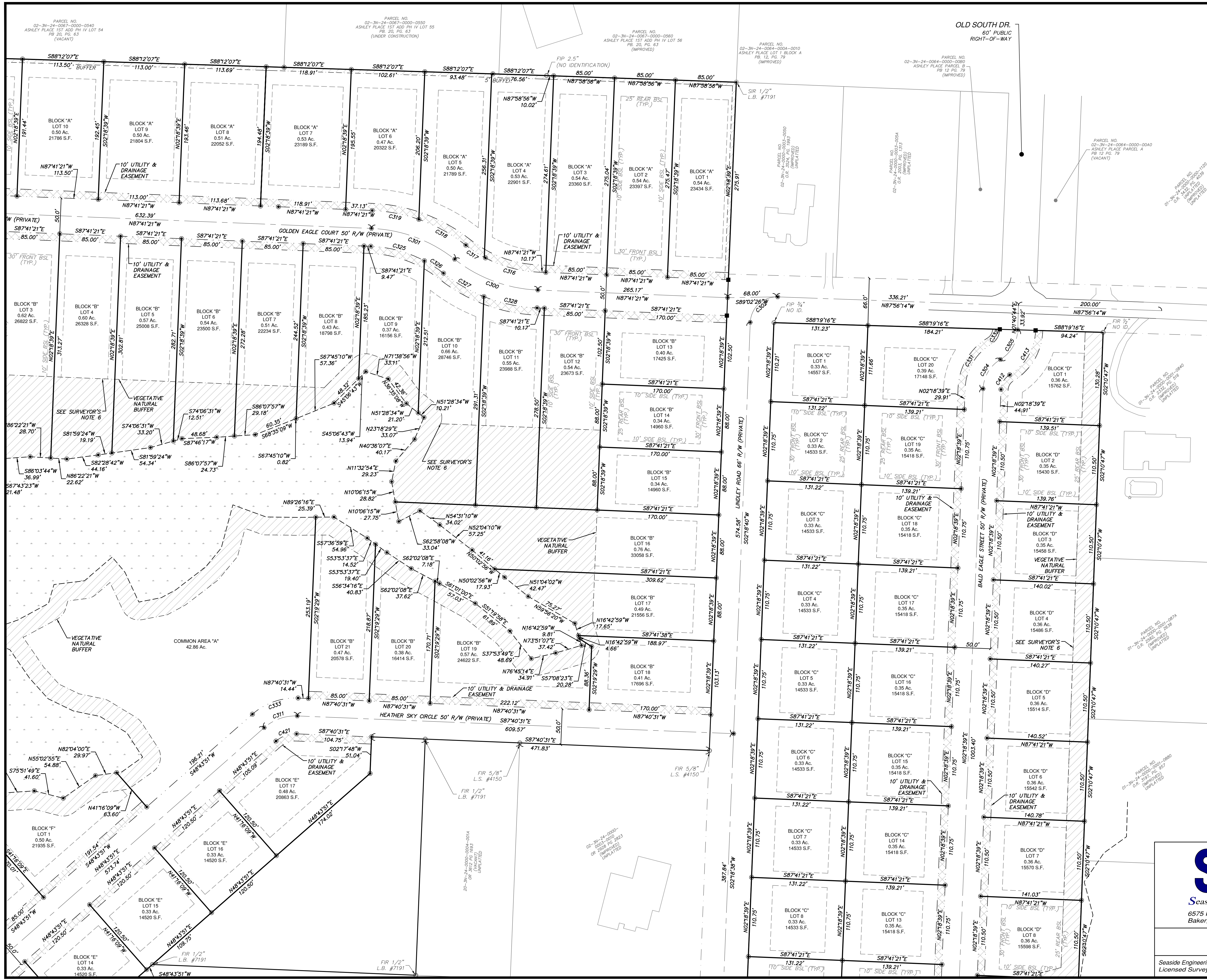
6575 Highway 189 North
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Fax: (850) 398-6812

Eagle View

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

SHEET 2 OF 9



PRELIMINARY

Sheet Index:

1. LEGAL DESCRIPTION AND CERTIFICATES OF APPROVAL
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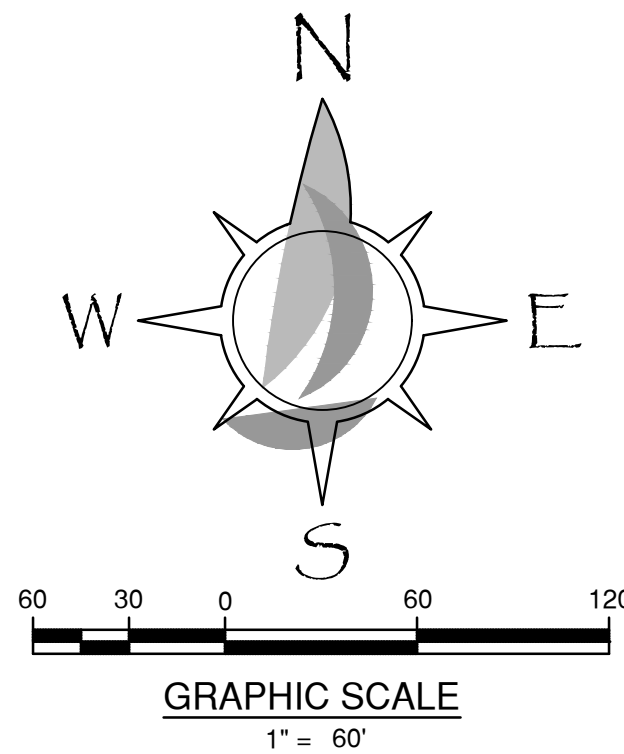
Seaside Engineering And Surveying, LLC
Licensed Surveying & Mapping Business No. 7191

SHEET 3 OF 9

POINT OF COMMENCEMENT
FROM 4"x4" (NO IDENTIFICATION)
NORTHWEST CORNER OF SOUTHEAST
QUARTER OF SECTION 2, TOWNSHIP
3 NORTH, RANGE 24 WEST,
OKALOOSA COUNTY, FL

PARCEL NO.
02-3W-24-000-0001-0000
O.R. 2076, PG. 4148
(VACANT)
UNPLATTED

PARCEL NO.
02-3W-24-0067-0000-0540
ASKELEY PLACE 1ST AND 2ND R/W LOT 54
PB 20, PG. 63
(VACANT)



PRELIMINARY

Sheet Index:

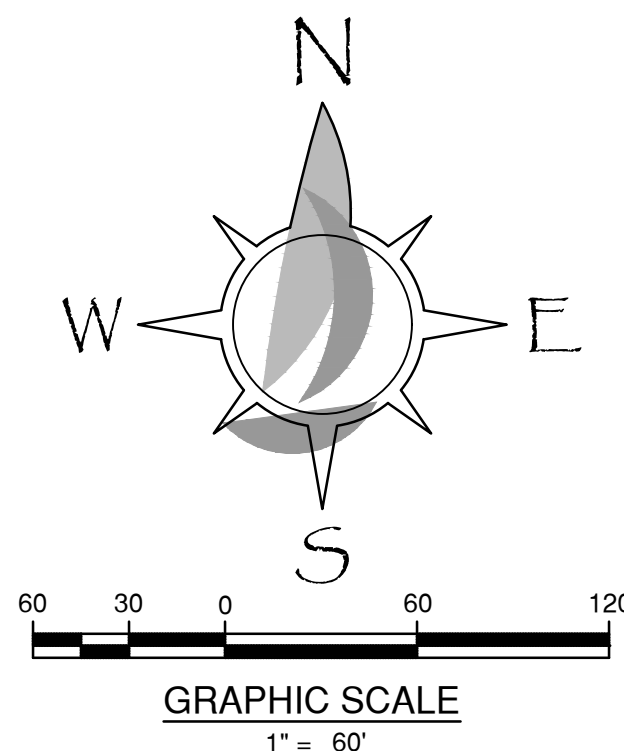
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SHEET 4 OF 9



PRELIMINARY

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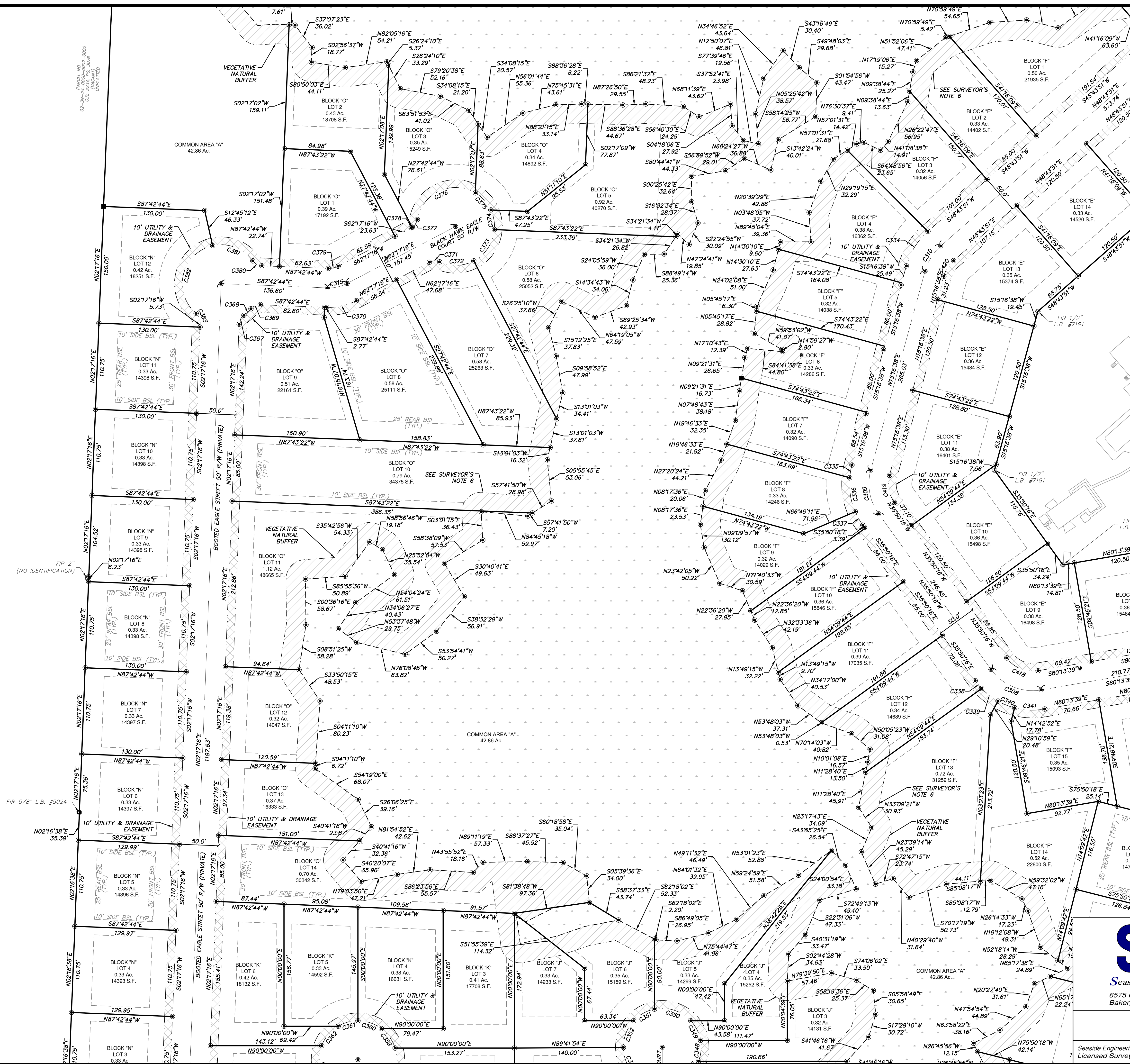
6575 Highway 189 North
Baker, Florida 32531

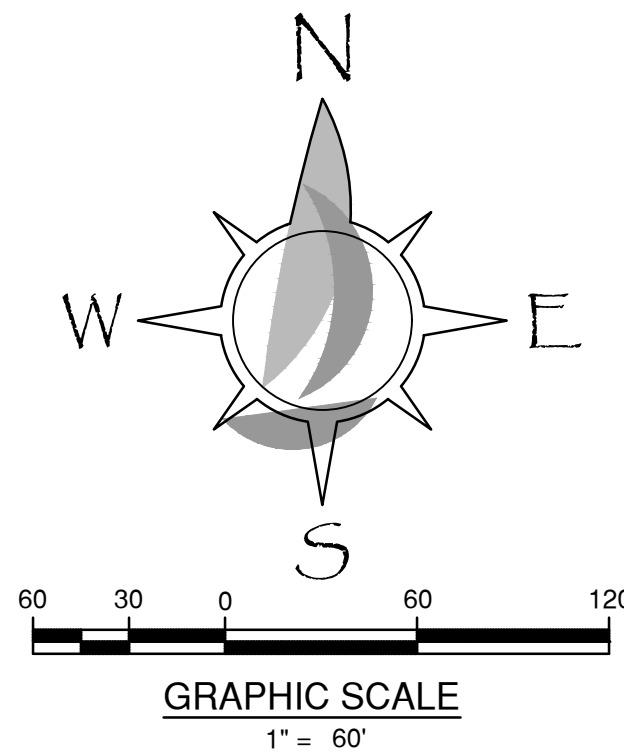
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Fax: (850) 398-6812

Eagle View

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

SHEET 5 OF 9





PRELIMINARY

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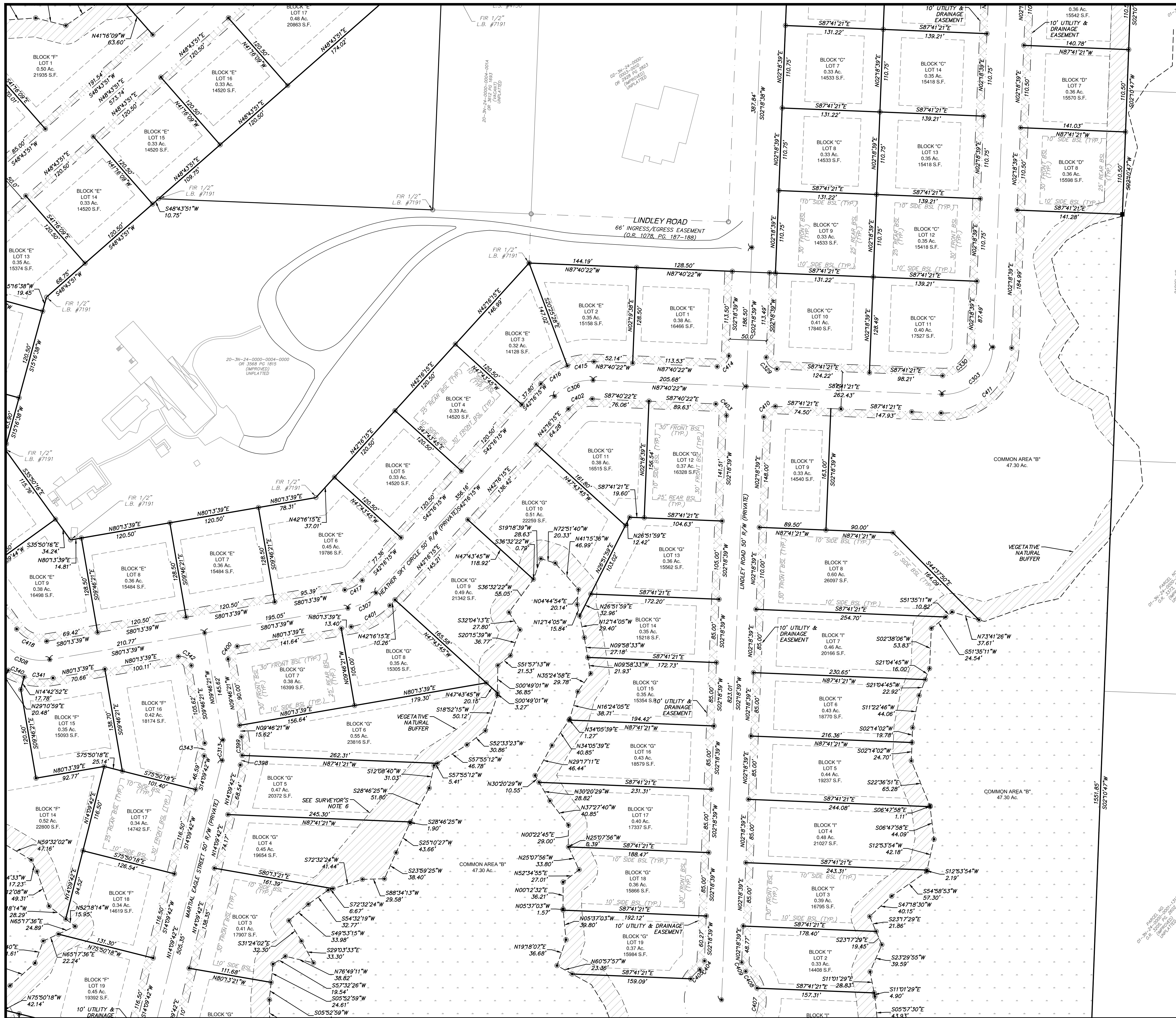
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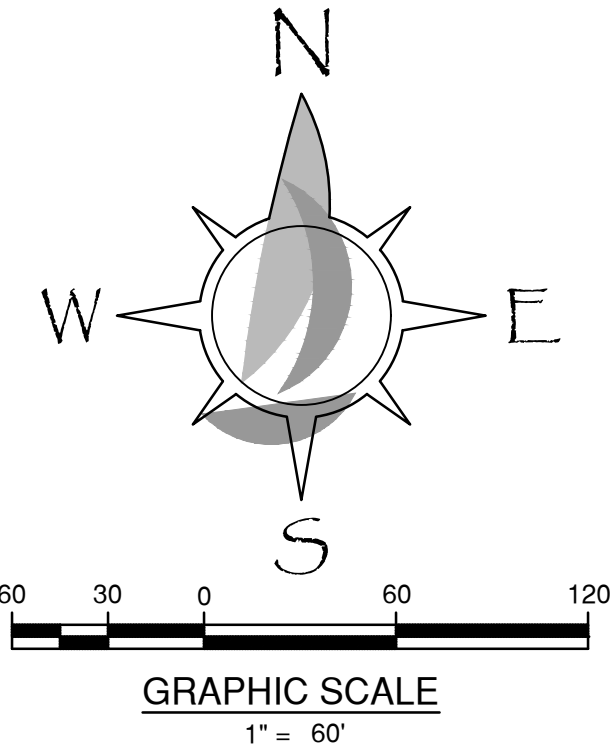
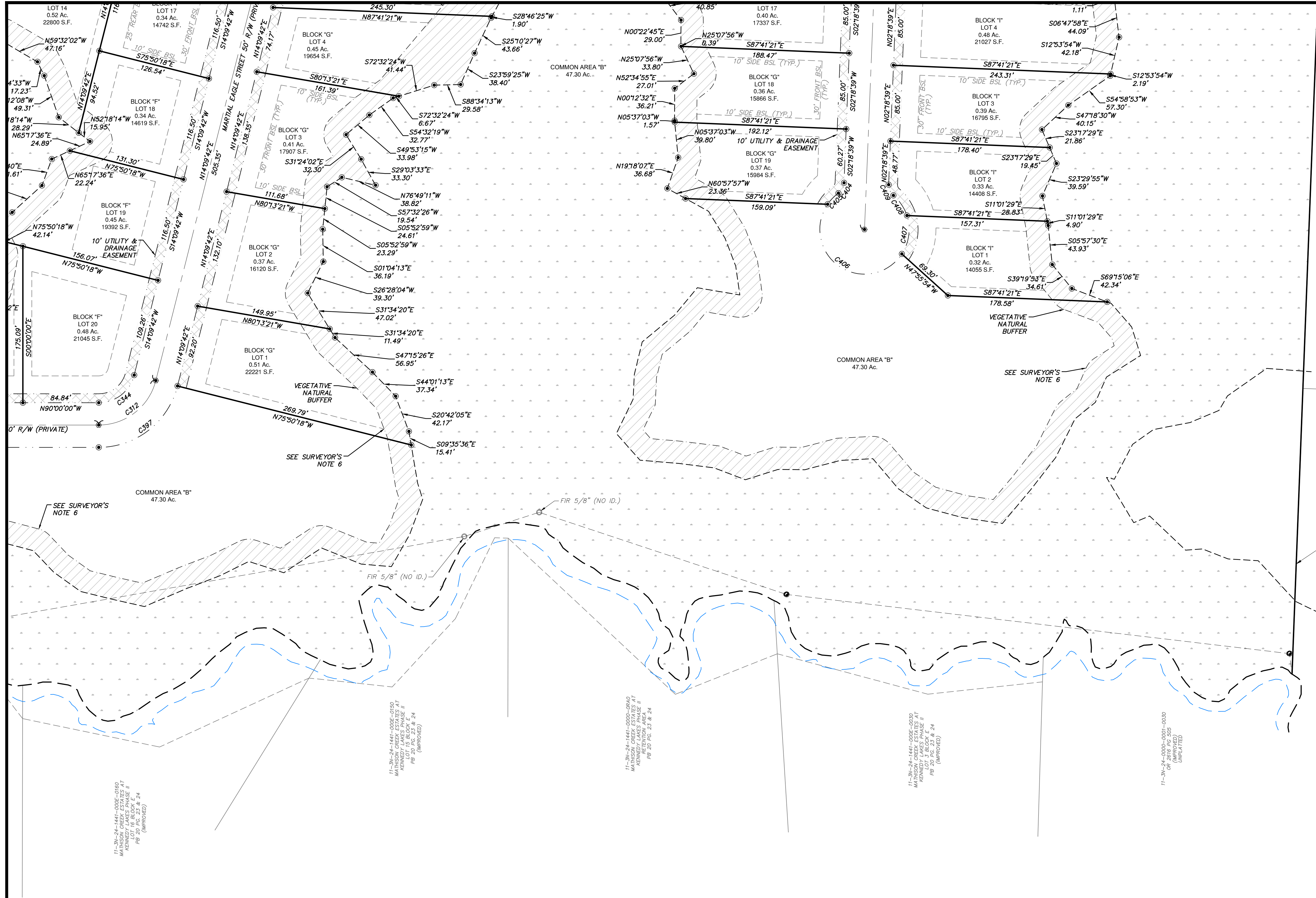
SEAS
Seaside Engineering And Surveying, LLC

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

Eagle View

Seaside Engineering And Surveying, LLC
Licensed Surveying & Mapping Business No. 7191 SHEET 6 OF 9





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SEAS

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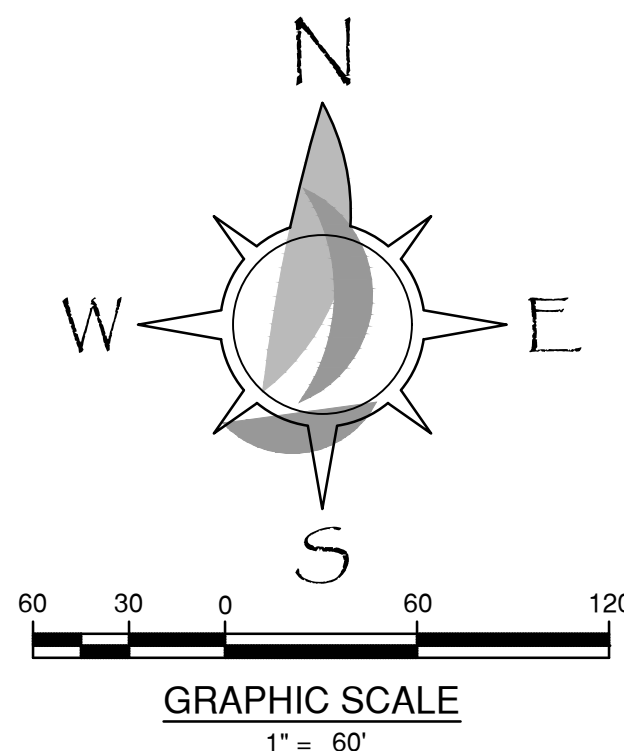
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SHEET 7 OF 9



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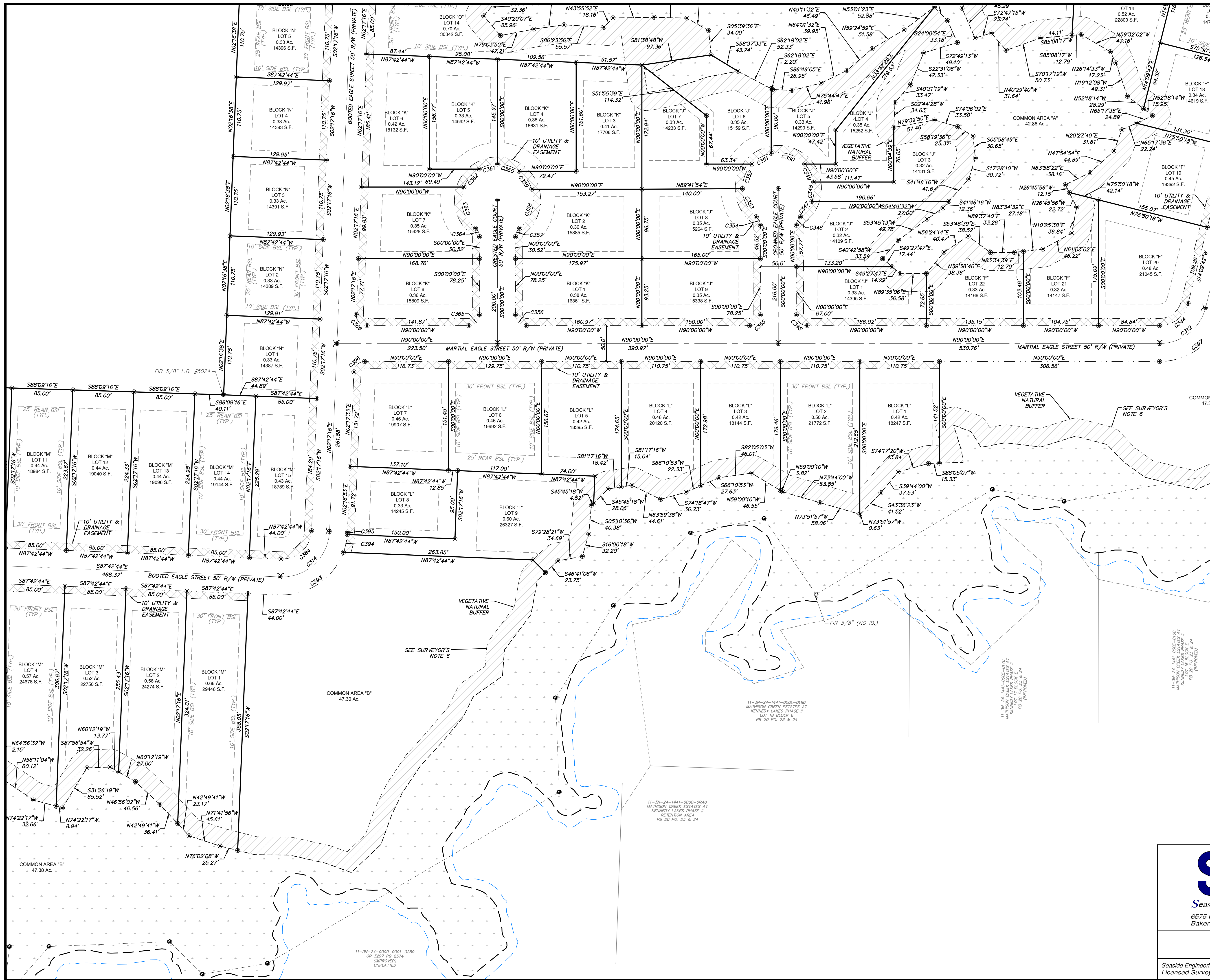
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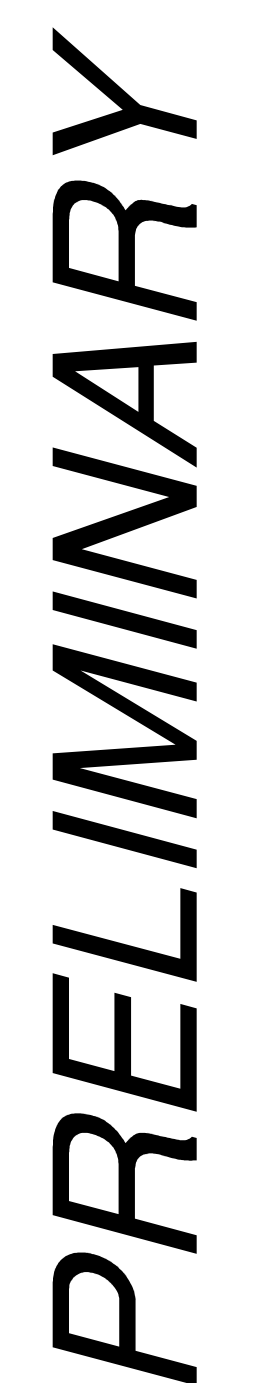
6575 Highway 189 North Ph: (850) 650-9562
Baker, Florida 32531 Fax: (850) 398-6812

Eagle View

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

SHEET 8 OF 9





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SEAS

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Licensed Surveying & Mapping Business

SHEET 9 OF 9

MEMORANDUM OF UNDERSTANDING

June 20, 2023

Subject: **Eagle View Subdivision (the Development)**
City of Crestview, Florida & Eagle View Investments LLC (the Developer)

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

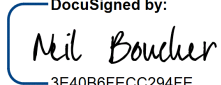
- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of **\$106,932** to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

BY: J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

Eagle View Investments LLC

DocuSigned by:

3E40B6EECC294EE
BY: Neil Bocher Jr, MGR



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 11/3/2023
SUBJECT: Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

Public Records – For the October 1 - 31, 2023 period, we received 90 new requests, with 30 open, 2 days on average to fulfill all requests, 85 requests were closed, and 6 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was 2.33 hours at a cost of \$24.12 to staff. We have received \$146.00 in payments for the October 2023 reporting period. Community Development (52) and the Police department (29) received the most requests per department with the remaining dispersed between the remaining departments.

Laserfiche –The public records portal located on the City Clerk page at: <https://city-of-crestview-fl.nextrequest.com/>. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of additional pages for October 2023 is 20,882.

Training Update – Deputy City Clerk Natasha Peacock completed the second year of training for the Certified Municipal Clerk certification from October 22 – October 26, 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

n/a

RECOMMENDED ACTION

n/a

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 11/6/2023
SUBJECT: Citizen of the Year nominations are due by December 1, 2023.

BACKGROUND:

Each year the City Council selects a Citizen of the Year.

DISCUSSION:

Nominations for the City of the Year are due by December 1st. The link to the nomination page is our website.

GOALS & OBJECTIVES

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

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

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Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Budgeted item.

RECOMMENDED ACTION

Please submit the name of your committee member to the City Clerk's office by December 1st. Last year, Hannah Wilburn, Jarrod Stewart, Pearl McCay, Patrick O'Malley, and Naomi Barnes served on the selection committee.

Attachments

1. COY Nomination Application

**Mae Reatha Coleman
Crestview Citizen of the Year Award
Nomination Package**

Name of Nominee: _____

Home Address: _____

Contact Phone Number: _____ Email: _____

Name of Nominator: _____

Nominator Contact Phone Number: _____

Nominator Email: _____

Application should be attached to this letter and follow the following Criteria:

- Nominee must be a resident of or have a vested interest in the City of Crestview for a minimum of 12 months and have interest in the betterment of the City.
- Application should include contributions to the City and its citizens for the year 2023.
- Application may include past actions that show dedication to the City of Crestview and its citizens.
- Application should discuss specific acts that put others first and enhancing the quality of life.
- Application should describe who benefited, what was accomplished, the breadth of impact and how did the action relate to the community.
- Nomination should be for selfless acts and not directly related to the person's job.

Please include a brief narrative as to why this person should be chosen as the Citizen of the year.

All Applications must be accompanied by this cover sheet.

Submit nomination packages to the City Clerk's office by: December 1, 2023 to:

**Maryanne Schrader, City Clerk
198 N. Wilson Street N
Crestview, Florida 32536
cityclerk@cityofcrestview.org**

Nomination Form

Mae Reatha Coleman
Crestview Citizen of the Year

Contributions for 2023

Past Contributions

Other Reasons for Consideration



Staff Report

CITY COUNCIL MEETING DATE: November 13, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Anthony Holland, Fire Chief
DATE: 11/6/2023
SUBJECT: Presentation by the Fire Department

BACKGROUND:

This month's department update will be focused on the Fire Department.

DISCUSSION:

Chief Holland will provide an update on services provided by the Crestview Fire Department during the last fiscal year, including mutual aid and disaster recovery deployments. Additionally, Chief Holland will showcase the fire department's outreach activities during the month of October, Fire Prevention Month.

GOALS & OBJECTIVES

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

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

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

Communication- To engage, inform and educate public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

There is no financial impact for this item.

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: November 13,
2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief, Tim Bolduc, City Manager
DATE: 11/9/2023
SUBJECT: Red Light Camera Discussion

BACKGROUND:

During a previous City of Crestview Council meeting, Councilmember R. Bullard asked for discussion on the redlight camera contract.

In March of 2018, the City Council approved the implementation of a Red Light Camera Program. The City of Crestview's program is designed to issue fines for "straight-through" red light traffic violations and does not include right turn on red violations. The program started issuing warnings in January of 2019 and started citations in February 2019. This process was achieved by entering into two contracts. The first contract is with Novoa Global, formerly Sensys America, to provide the camera equipment and back office software. This contract is for a monthly fee of \$13,900. Notably, the contract between the City of Crestview and Novoa America is cost neutral, meaning that if the program does not generate enough funding to cover the contracted amount, the City of Crestview does not accrue a loss.

There was a second contract, with Roadwatch, to manage the incoming captured videos of incidents and provide training and monthly reports that are generated by Novoa Global's back office software. The contract for Roadwatch was for \$3,500 a month. This amount was invoiced monthly and was paid regardless if the program was self-sustaining or not. Upon Chief McCosker's review of the program, the contract with RoadWatch was terminated and the services provided by Roadwatch were absorbed by Novoa Global for \$3,480.00.

All violations are verified by a Crestview Police Officer or a Crestview employee trained as a traffic specialist. The first step of the due process for those wishing to contest the red light violation fine is done through a contracted magistrate. There is only a fee when services are utilized and are generally off set by court costs.

DISCUSSION:

The goal of the Crestview Police Department is to gain voluntary compliance of traffic-related laws, through enforcement. This is especially true of intersections where right-angle crashes (T-bone crashes) have a higher probability of occurring.

The utilization of an efficiently run red light program provides cost-effective 24/7 monitoring at dangerous intersections. This program allows us to maintain an "omni-presence" at these intersections. The use of red light camera technology is a force multiplier for our police department, allowing for coverage of these intersections that would be unfeasible to be provided by sworn officers.

The contract with Novoa Global is set to expire in March of 2024. There is an automatic renewal provision in the contract.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long-term financial sustainability.

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

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

Safety- Ensure the continuous safety of citizens and visitors.

FINANCIAL IMPACT

On average in 2023, the City of Crestview General Fund received \$17,200 a month in red light violation fines.

RECOMMENDED ACTION

Staff is prepared to address any question the City Council may have regarding the system.

Attachments

1. Senys America(Red Light Camera) (112)
2. Novoa Global Inc (1)



1 (1)

SENSYS AMERICA, INC

Carlos E. Lofstedt

President & CEO
8018 Sunport Drive, Suite 203
Orlando - FL 32809

Mobile: 305-812-2257
Toll Free 888-666-4218
Fax 888-666-4024
E-mail: clofstedt@sensysamerica.net

March 27, 2018

City of Crestview
ATTN City Clerk
198 Noth Wilson Street
Crestview, Florida 32536

RE: Red Light Contract

I want to start by thank you for the trust you have placed in our company. We look forward to service the City in the coming years. I attached the executed copy of the contract. I know there was a mistake on the signature page, which I corrected. For your convenience, I also attached two clean signature page copies if you would prefer to sign that copy instead. Should you require any assistance, please don't hesitate to contact me directly.

Sincerely yours,

Carlos Lofstedt
President and CEO

SENSYS America, Inc.

8018 Sunport Drive, Suite 203 - Orlando, FL 32809

Telephone: 888-666-4218 Facsimile: 888-666-4024 : info@sensysamerica.net www.sensysamericaa.net

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 13 day of March, 2018, (the "Effective Date") by and between **SENSYS AMERICA, INC.**, a Delaware corporation that is authorized to transact business in the State of Florida, (hereinafter "Sensys"), whose principal address is 8018 Sunport Dr, Suite 203, Orlando, FL 32809, and the **CITY OF CRESTVIEW**, a Florida municipal corporation, (hereinafter "City") whose principal address is 198 North Wilson Street Crestview, Florida 32536. Both parties may collectively be referred to herein as the "Parties" or individually referred to as a "Party." For and in consideration of the premises and other good and valuable considerations, the receipt, exchange, and sufficiency of which are hereby acknowledged by each Party, the Parties do hereby agree as follows:

SECTION 1: SERVICES TO BE PROVIDED BY SENSYS.

1.1 *Traffic Infraction Detectors.* Sensys shall furnish, install, operate, and maintain up to forty (40) automated "Traffic Infraction Detectors", and upon written request of the City, such additional Traffic Infraction Detectors at such other locations upon which the Parties may mutually agree. For purposes hereof, a "Traffic Infraction Detector" shall mean a system or series of integrated equipment, including a vehicle sensor installed to work in conjunction with a traffic control signal and cameras, synchronized to automatically record two or more sequenced electronic images and streaming video of the rear of a motor vehicle demonstrating that the vehicle failed to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light. Each Traffic Infraction Detector operated by Sensys shall at all times perform and function and be operated in a manner that is reasonably satisfactory to the City. Further, each such Traffic Infraction Detector shall at all times and in all respects meet or exceed all legal requirements and shall be located in such positions as the City shall approve. Sensys shall furnish all labor, materials, equipment, systems, and the like necessary to fully and properly operate the Traffic Infraction Detectors. Sensys shall furnish all maintenance and, if needed, repair and replacement, related to the installation and ongoing operation of the Traffic Infraction Detectors.

1.2 *Specifications.* Each Traffic Infraction Detector must comply with all requirements of applicable law. Sensys shall arrange and cause the design of each Traffic Infraction Detector and corresponding system to be reviewed and approved by the Florida Department of Transportation. Any Traffic Infraction Detector utilized by Sensys pursuant hereto must meet specifications established by the Florida Department of Transportation, and must be tested at regular intervals according to specifications prescribed by the Florida Department of Transportation. Any Traffic Infraction Detector utilized by Sensys shall be placed and installed in accordance with specifications developed by the Florida Department of Transportation. Sensys, at its own expense, shall be solely responsible for obtaining all permissions, approvals, access, rights, etc., to operate, install, maintain, repair, replace, etc., the Traffic Infraction Detectors contemplated herein; provided, however, that permissions, approvals, access, rights, etc., if any, required by the City shall not require Sensys to pay any fee to the City. Included within Sensys' aforesaid responsibilities is the obligation to obtain approvals from

property owners for the placement, installation, operation, maintenance, repair, replacement, etc., of the Traffic Infraction Detectors contemplated herein; and furnishing and paying the expenses associated with any power source needed for the operation of a Traffic Infraction Detector.

1.3 *Maintenance and Repairs.* Sensys shall be responsible for all maintenance, repair, and replacement of any equipment, software, products, systems, or services, etc., furnished pursuant to this Agreement. All costs associated with such repair, replacement, and maintenance shall be the sole responsibility of Sensys unless the damage was caused by City employees, contractors or agents acting on behalf of the City outside the direction or instruction of Sensys, in which case, the City shall bear the cost of such repair, replacement or maintenance. In the event of malfunction of any of the equipment, software, products, systems, or services, etc., (including the Traffic Infraction Detectors), it shall be the responsibility of Sensys to promptly repair, replace, correct, remedy, and/or install the same, all with the understanding that time is of the essence with respect to Sensys' performance of its obligations hereunder. Such efforts shall be undertaken as soon as reasonably possible upon adequate notification of a malfunction.

1.4 *Public Access.* Sensys, as Contractor, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

1.4.1 Keep and maintain public records required by the public agency to perform the service.

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

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

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

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

**City Clerk, City of Crestview 198 North Wilson
Street
P.O. Box 1209 Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org**

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

1.5 *Back-Office Software.* Sensys shall provide such Back-Office Software hereinafter the "Back-Office Software") that at all times will perform, operate and function in a manner that is reasonably satisfactory to the City for purposes of processing notifications and citations, and performing all "Back-Office services" as are appropriate for the efficient processing, tracking, and enforcement of red light violations (i.e. violations of Fla. Stat. §316.075(1)(c)) detected through the use of a Traffic Infraction Detector. Furthermore, the Back-Office Software shall at all times meet or exceed all applicable legal requirements. For purposes hereof, "back-office services" shall include, but not be limited to, preparation, processing and mailing of notifications and citations; tracking notifications and citations and payment status; preparation, processing and mailing of second or reminder notices; preparation, processing and electronic transmission of citations to the court system; monthly reporting of relevant statistics and information; and such other related services and functions as reasonably needed for the efficient processing, tracking and enforcement of red light violations. Sensys shall be responsible for obtaining and securing on behalf of the City all licenses, rights, approvals, permissions, etc., for the City to lawfully and fully utilize the Back-Office Software. In the event that the Back-Office Software furnished by Sensys fails to properly operate or function, Sensys shall be responsible, at its sole expense, to promptly repair, correct, remedy, replace, or otherwise resolve such deficiencies or malfunctions. The Back-Office Software to be furnished by Sensys pursuant to the terms hereof must be able to perform or facilitate all back-office services. Sensys shall be responsible for programming and integrating the Back-Office Software with hardware devices of the City or those

furnished by Sensys that will be utilized to perform the back-office services. Although the City will cooperate with Sensys in connection with such programming and integration of the Back-Office Software, it shall not be the City's responsibility to assure or maintain proper functioning of the Back-Office Software. On the condition that the City first approves the terms of the instructions and specifications for the Back-Office Software (such approvals not to be unreasonably withheld or delayed by the City), the City shall operate the Back-Office Software in accordance with Sensys provided instructions and specifications.

1.6 *Training and Expert Witness Testimony.* Within three (3) days after the date that Sensys has completed (i) installation of the Traffic Infraction Detectors contemplated herein, and (ii) installation and integration of the Back-Office Software such that such equipment, systems, and software are fully operational, functioning, performing, and operating as contemplated herein, (such date hereinafter referred to as the "Commencement Date") Sensys shall provide up to eight (8) hours of training for such number of persons at the Crestview Police Department and other City departments (including court, accounting, information technology and public relations personnel) to acquaint and train City personnel with proper operation of the detection and processing systems contemplated herein. The training shall consist of instructional and operational training, as well as hands-on equipment exercises with an instructor. All training, materials, and documentation shall be provided by Sensys at Sensys' sole expense. In recognition that the City may experience turn-over of personnel involved with the efforts contemplated herein, Sensys agrees that for every two (2) year period during which this contract (including any extensions or renewals hereof) is in effect to provide the same training services as contemplated above to City personnel at Sensys' sole expense and without charge to the City. Sensys, at its sole expense, shall provide such expert witness testimony as may reasonably be needed regarding the accuracy and technical operation of the Traffic Infraction Detectors. Such expert witness testimony shall be furnished in connection with (i) legal proceedings for enforcement of red light violations (e.g., traffic court hearings), and (ii) any action or effort, including those undertaken or initiated by administrative or regulatory agencies, challenging, questioning, etc., the operation or sufficiency of the Traffic Infraction Detectors and/or compliance with applicable laws and regulations pertaining thereto. In addition, upon request by the City, Sensys shall conduct, at its sole cost and expense, a one-day workshop/orientation session for judges, hearing officers, court personnel, prosecutors, Florida Department of Transportation personnel, and others involved in the efforts to regulate, detect, process, and/or enforce red light violations.

1.7 *Traffic Monitoring.* Sensys shall provide video monitoring of the intersection by providing access to the Hawk-Center to view one (1) minute pictures from the systems, and if needed, download high-resolution videos for criminal investigations. The Traffic Monitoring supplied by Sensys will be capable of storing at least fifteen (15) days of video.

SECTION 2: TERM, RENEWAL, AND TERMINATION.

2.1 *Additional Terms; Renewals.* The initial term of this Agreement shall be for a

period of five (5) years commencing on the Effective Date. The terms of this Agreement shall be automatically extended for an additional term of five (5) years unless either Party, at least thirty (30) days before expiration of the term of this Agreement then in effect, provides written notice to the other that said Party will not renew or extend this Agreement.

2.2 Termination. Subject to the provisions of subsection 2.3, below, either Party may in its sole discretion terminate this Agreement, without further liability to the other Party, upon providing at least thirty (30) days advance written notice of termination to the other Party.

2.3 Recovery of Installation Costs. The City acknowledges that in commencing to perform its obligations hereunder Sensys will make a substantial investment in the installation of the Traffic Infraction Devices, furnishing of the Back-Office Software, and otherwise preparing to perform its obligations hereunder. The City further agrees and acknowledges that, subject to the "revenue neutrality" clause contemplated in subsection 3.2, below, Sensys should be able to recover a portion of such costs in the event that the City terminates this Agreement within one (1) year of the Commencement Date. Accordingly, subject to the terms and limitations set forth in Section 3.2, below, in the event that the City terminates this Agreement within one (1) year of the Commencement Date, the City shall pay to Sensys an "Installation Fee" in an amount equal to \$35,000.00 multiplied by a fraction, (a) the numerator of which will be the number of full calendar months between (i) the date that this Agreement terminates and (ii) the date that is one (1) year after the Commencement Date, and (b) the denominator of which will be twelve (12). The foregoing provisions of this paragraph notwithstanding, in the event that the City terminates this Agreement "for cause," the City shall not be required to make any payment/reimbursement for Installation Costs contemplated in this Section 3.2 to Sensys. For purposes hereof, the City may terminate this Agreement "for cause" if Sensys defaults in the performance of any material obligation contemplated herein or otherwise breaches the terms of this Agreement, and such default or breach continues for more than thirty (30) days after notice thereof.

SECTION 3: COMPENSATION.

3.1 Monthly Fees. For each full calendar month subsequent to the Commencement Date while this Agreement is in effect, the City shall pay to Sensys, in arrears (i.e., after Sensys has provided and performed the services): (a) for the services contemplated in subsections 1.1 through 1.3, above, the sum of \$3,000 for each installed and operating Traffic Infraction Detector installed by Sensys by mutual agreement of the Parties, (b) \$250 per installed and operating Traffic Infraction Detector for the Back-Office Software and associated back-office services as contemplated in subsection 1.5, above, (c) \$100.00 per installed and operating Traffic Infraction Detector where a video monitoring camera is also installed for the traffic monitoring services contemplated in Section 1.7, above, and (d) \$500 for the hosting of the Back Office Software including all necessary back up and review site. With respect to clauses (b), (c) and (d), the City may terminate the use of the Back Office Software or any or all such traffic monitoring services at any time without penalty or cost and, upon such termination, shall not

thereafter be obligated to pay any fees or charges associated therewith. The foregoing charges shall be prorated, as appropriate, for any partial calendar month subsequent to the Commencement Date during the term this Agreement is in effect.

In the event that Sensys is unable to perform and/or provide certain services contemplated herein, then the fees contemplated in this Section 3.1 shall be adjusted or offset, as appropriate, as follows:

3.1.1 *Traffic Infraction Detector Failure.*

If a Traffic Infraction Detector fails to perform or function as contemplated in this Agreement for a period of two (2) or more days in any month, then the fee chargeable with respect to such Traffic Infraction Detector shall be the fee established by Section 3.1(a) multiplied by a fraction, the numerator of which shall be the number of full days of operation during the month and the denominator of which shall be the number of days in such month.

3.1.2 *Back-Office Software Failure.*

If the Back-Office Software fails to operate, perform or function as contemplated in this Agreement and the failure is not the result of the City's failure to operate the Back-Office Software in accordance with the terms of this Agreement for any time during any month,

(a) and such failure results in the City's failure to issue citations for violations occurring in that month, then the fee chargeable with respect to such Back-Office Software shall be the fee established by Section 3.1(b) multiplied by a fraction, the numerator of which shall be the number of citations issued for violations occurring in that month and the denominator of which shall be the total number of violations that could have been issued for such month but for the failure of the Back-Office Software; and

(b) in addition, the City shall be entitled to setoff against any fees otherwise payable to Sensys in an amount equal to such costs and expenses incurred by the City (including labor and personnel expenses) that would not have been incurred by the City but for the failure of the Back-Office Software to operate, perform and/or function as contemplated in this Agreement; provided, however, the City shall not be entitled to a setoff as contemplated in this subparagraph (i) to the extent that it is demonstrated that such expenses were incurred as a result of the failure of any of the hardware or equipment purchased by the City for purposes of providing the back-office services (e.g. server malfunction, printer failure, inoperative communications lines, etc.) but such failure of hardware or equipment shall not include any failures resulting from or attributable to incompatibility or similar related problems between the Back-Office Software and such hardware or equipment; and (ii) unless prior to

incurring such costs and expenses, the City notified Sensys of any purported failure of the Back-Office Software, and provided Sensys a reasonable opportunity (which opportunity in no instance shall exceed seven (7) days, excluding legal holidays, however in no instance shall the City be required to forego any efforts if doing so might result in the failure to comply with any applicable legal requirements such as, for example, the time period within which notifications and/or citations as contemplated in Florida Statutes Section 316.0083(1)(b) and (c)) to cure such failure. Sensys shall have the right to audit (at its own expense) any expenses claimed to have been incurred as a result of such failure of the Back-Office Software. In the event the City uses any software not provided or approved in writing by Sensys for purposes of providing back-office services, the City shall not be entitled to a setoff pursuant to this subparagraph 3.1.2(b).

3.1.3 *Traffic Monitoring System Failure.*

If the traffic monitoring system fails to operate, perform or function as contemplated in this Agreement for (a) two (2) days in any month, then the fee chargeable with respect to such traffic monitoring services shall be the fee established by Section 3.1(c) multiplied by a fraction, the numerator of which shall be the number of full days of operation and the denominator of which shall be the number of days in such month;

3.2 *Revenue Neutrality.* Sensys intends, acknowledges, and agrees that under no circumstance whatsoever shall the City's performance of any of its obligations hereunder or in connection herewith cause the City to incur more direct expenses than revenues realized by the City from violations of Florida Statutes Section 316.075(1)(c) detected by the use of a Traffic Infraction Detector (such revenues hereinafter referred to as "Infraction Revenues"). Accordingly, notwithstanding any term, condition, or provision of this Agreement in conflict or in any manner inconsistent with the terms of the subsection 3.2 (including, but not limited to, the provisions of subsections 2.3 and 3.1, above:

- (a) The City shall have no obligation and shall not in any manner be required to make any payment whatsoever to Sensys (including, but not limited to, payments contemplated in subsections 2.3 and 3.1, above) at any time or times that the City's "Direct Expenses" (as defined below) incurred subsequent to the Commencement Date are in excess of the Infraction Revenues realized since the Commencement Date; and
- (b) Upon termination or expiration of this Agreement, Sensys shall within thirty (30) days refund to the City the amount, if any, by which (i) all Direct Expenses incurred by the City subsequent to the Commencement Date exceed (ii) all Infractions Revenues realized by the City subsequent to the Commencement Date.

For purposes of clarification, Infraction Revenues realized by the City shall not mean the gross amount—penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 316.18(15)(a)3 for a violation of Florida Statutes Section 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather Infraction Revenues realized by the City shall only be such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b), or (ii) sums distributed to the City pursuant to Florida Statutes Section 316.18(15)(a)3.

For purposes of this Section 3.2, the term "Direct Expenses" shall mean all costs and expenses paid by the City to Sensys pursuant to the terms of this Agreement; all costs and expenses, including labor and personnel cost, incurred by the City in performing its obligations under this Agreement; and all costs and expenses, including labor and personnel cost, incurred by the City in performing "back-office services" (as that term is defined in subsection 1.5, above) in connection with violations in the City of Florida Statutes Section 316.075(1)(c)1 detected by use of a Traffic Infraction Detector; provided, however, the costs and expenses, including labor and personnel costs, incurred by the City in performing "back-office services" shall not include those which exceed the following standards:

- (a) \$15.00 per hour as the base hourly wage for personnel performing back-office services;
- (b) \$1.25 per each notice or citation that is actually issued, which amount is intended to cover postage, printer ink, paper and envelopes;
- (c) \$2,000.00, which amount is intended to cover the City's capital expense for the purchase of one computer, and such other hardware as may be needed for the City to perform the back-office services; and
- (d) \$500.00 per month for the cost of internet connectivity and additional telephone lines. None of the following expenses may be included as part of the City's "Direct Expenses": labor expense for police officers' appearance in court or similar hearing tribunal); rental or apportionment of space utilized in City facilities to provide the back-office services, and any capital or recurring expense that the City incurred prior to the commencement of this Agreement.

3.2 *True-up.* At the termination of the Agreement (including the wind-down period contemplated in Section 5.2, below), the Parties shall determine if any amount due pursuant to this Agreement was overpaid or underpaid. Sensys shall, within thirty (30) days after invoice therefore, pay to the City any amount that is was overpaid. Conversely, the City shall, within thirty (30) days after invoice there before, pay to Sensys any amount that it underpaid.

SECTION 4: INSURANCE AND INDEMNIFICATION.

Notwithstanding any alleged, perceived, or actual passive or active negligence of the City, Sensys agrees to save harmless, indemnify, and defend the City and its agents, assigns, representatives, employees, officers, and officials from and against any and all claims, losses, penalties, interests, damages, demands, and costs of suit, including reasonable attorney's fees and other reasonable litigation expenses, for any expense, damage, or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss arising directly or indirectly on account of, by reason of, as a result of, or any manner in connection with any matters contemplated in or relating to this Agreement, including any performance or omission of performance thereof, save and except those matters to be performed by the City and except those matters resulting from the recklessness or intentional misconduct of the City or its agents (other than Sensys). Sensys' obligations hereunder shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Sensys agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims made against or involving the City which are in the scope of the indemnity provisions contemplated in this paragraph. Such payments on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy. Sensys shall obtain and maintain the following insurance coverages:

- (a) Commercial general liability with minimum combined single limits of \$2,000,000.00, including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual liability, and products and completed operations; and
- (b) Unless expressly included within the scope of the commercial general liability insurance coverage referenced in the preceding subparagraph, automobile liability insurance coverage with a minimum combined single limits of \$2,000,000.00 for all hired, owned, and nonowned vehicles.

All insurance policies shall be from responsible companies duly authorized to transact business in the State of Florida. Foreign or off-shore insurance carriers are not acceptable unless admitted to the State of Florida. Within ten (10) days from the Effective Date, Sensys shall provide the City with properly executed Certificates of Insurance to evidence Sensys' compliance with the insurance requirements of this Agreement. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice, by registered or certified mail shall be given to the City of any cancellation, intention not to renew, or reduction in the policy coverage. All insurance policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the City. "Claims-made" policies, if approved in writing by the City, and subsequent insurance certificates shall provide a "retro-date" which shall include the Effective Date of this Agreement. "Claims-made" renewals or carrier and policy replacement shall reflect the original "retro-date." Should at any time Sensys not maintain the insurance coverages required herein, the City may terminate this Agreement

without any further obligation to make any payment to Sensys (including any payment of installation costs as contemplated in subsection 2.3) or, in its sole discretion, shall be authorized to purchase such coverage and charge Sensys for such coverage purchase. The City shall be named as an additional insured under all policies of insurance contemplated herein.

SECTION 5: GENERAL PROVISIONS.

5.1 *Limitations on Damages.* The City agrees that, with exception of the revenue neutrality provisions contemplated in subsection 3.2, above, and the costs (if any) incurred by the City for insurance pursuant to Section 4, above, in the event that a breach or default by Sensys of the terms of or its obligations to be performed pursuant to this Agreement, the City shall not be entitled to recover from Sensys any indirect, consequential, or punitive damages (including damages for loss of information, profits, savings or business interruption) incurred by the City as a result of any such breach or default. The preceding sentence shall not be interpreted in any manner to limit, and shall not have the effect of limiting, in any manner, the City's ability to obtain refund from Sensys of any amount contemplated in subsection 3.2, above, or reimbursement from Sensys of the insurance expenses contemplated in Section 4, above.

5.2 *City Prosecutorial Discretion.* The Parties agree, acknowledge, and understand that, subject to applicable laws of the State of Florida, the City shall have complete and final discretion as to whether a notice of or citation for any red light violation contemplated herein shall be issued. Under no circumstances whatsoever shall the City be under any obligation to Sensys to issue any notices of or citations for red light violations contemplated herein, take actions to enforce any such violations, or take actions to collect any fees or charges that may be owed on account of the issuance of a notice or citation for a red light violation contemplated herein. The City shall have sole and complete discretion to determine whether any photograph, electronic image, streaming video, or other data furnished through use of a Traffic Infraction Detector as contemplated herein is sufficient or appropriate for purposes of determining whether to issue a notice and/or citation for a red light violation, and, except as contemplated in the following sentence, Sensys shall have no right or cause whatsoever to challenge the appropriateness or propriety of the City's exercise of such discretion. The foregoing notwithstanding, and in recognition of the revenue neutrality provisions of subsection 3.2, above, the City covenants that all decisions made with respect to the enforcement and/or prosecution of a red light violation contemplated herein will be reasonable, will not be arbitrary or capricious, and will be made in good faith with the understanding of the ramifications that such decisions may have upon Sensys by virtue of the revenue neutrality provisions.

5.3 *Winding Down.* Upon termination or expiration of this Agreement, the Parties recognize that the City may have to deal with red light violations that are in the "pipeline," and that Sensys must accordingly continue to provide its services as contemplated herein (especially those in regards to the Back-Office Software) with respect to such red light violations that occurred during the period that this Agreement was in effect.

SECTION 6: MISCELLANEOUS CONTRACTUAL PROVISIONS.

6.1 *Amendments.* This Agreement may not be amended or modified without the express written consent of all Parties hereto.

6.2 *Enforcement Costs.* If any legal action or other proceeding is brought to enforce any of the terms of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall be responsible for paying their own attorney fees and costs.

6.3 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6.4 *Severability.* The invalidity, unenforceability, or lawful rejection of any provision of this Agreement shall not effect or impair the validity or enforceability of any other provision. To the extent any provision is invalid, unenforceable, or lawfully rejected, the Parties desire and hereby requests the courts to construe this Agreement in a manner which renders this Agreement effective within the intent and purpose of this Agreement.

6.5 *Jurisdictions and Venue.* Each of the Parties hereto irrevocably and unconditionally (i) agree that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought only in a state court of proper jurisdiction in Okaloosa County, Florida; (ii) consents to the jurisdiction of each such court in any such action, suit and proceeding; and (iii) waives any objection which it might have to the laying of venue of any such action, suit, or proceeding in any of such courts.

6.6 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Confirmation of execution by electronic or facsimile means shall be binding upon any Party so confirming.

6.7 *Preparation of Agreement.* This Agreement shall not be construed more strongly against any Party regardless of who is responsible for its preparation. The Parties acknowledge that each contributed to and is equally responsible for the preparation of this Agreement.

6.8 *Headings.* The headings contained in this Agreement are for convenience of reference only, or not to be considered part hereof, and shall not limit or otherwise affect in any manner the meaning or interpretation of this Agreement.

6.9 *Entire Agreement.* This Agreement embodies the entire agreement between the Parties regarding all matters identified herein and supersedes all prior understandings, agreements, negotiations, and discussions relating thereto, all of which are merged herein. The Parties hereto each waive its right to assert or claim in any action or proceeding that they were induced to enter into this Agreement by any promise, fact, occurrence, representation, or other matter which is not expressly set forth herein.

6.10 *Binding Effect*. The rights and obligations of the Parties hereto shall inure to the benefit of, and shall be binding upon, the heirs, estates, representatives, successors and assigns, of the Parties hereto.

6.11 *Notices*. Any and all notices required under this Agreement shall be sent by United States certified mail, return receipt requested, to:

Sensys America, Inc.
ATTN Carlos Löfstedt
8018 Sunport Dr, Suite 203
Orlando, FL 32809

City of Crestview
ATTN City Clerk
198 North Wilson Street
Crestview, Florida 32536

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have made and entered into this Agreement as of the date and year first above written.

CITY OF CRESTVIEW, a Florida municipal corporation,

By: David Cadle

David Cadle
Its: Mayor

ATTEST:

By: Elizabeth Roy

Elizabeth Roy
Its: City Clerk

SENSYS AMERICA, INC., a Delaware Corporation

By: Carlos Lofstedt

Carlos Lofstedt
Its: President and CEO

**FIRST AMENDMENT TO SERVICES AGREEMENT
BETWEEN THE CITY OF CRESTVIEW AND NOVOAGLOBAL, INC (FORMERLY KNOWN
AS SENSYS AMERICA, INC).
FOR TRAFFIC INFRACTION DETECTION & ENFORCEMENT PROGRAM**

This **FIRST AMENDMENT** ("**First Amendment**") made this 1st day of March 2020 (the "**Effective Date**"), by and between NovoaGlobal, Inc., a Delaware corporation having a place of business at 8018 Sunport Dr, Suite 203, Orlando, FL 32809 ("**NG**"), and the City of Crestview, Florida, a municipal corporation of the State of Florida, having an address at 198 North Wilson Street Crestview, Florida 32536 (the "**City**" and together with NG, the "**Parties**" and each singularly a "**Party**").

WITNESSETH:

WHEREAS, the City and NG entered into a Services Agreement dated March 13, 2018 (the "**Initial Agreement**"), pursuant to which NG provides the City with cameras and services for the operation of the City's Safety Enforcement Program;

WHEREAS, the City and NG mutually desire to amend, modify or alter certain terms and conditions of the Initial Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained in this First Amendment, the Parties, intending to be legally bound, agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. NovoaGlobal, Inc changed name in late 2019 from Sensys America, Inc to NovoaGlobal, Inc. For this reason, all references to "Sensys America" shall be amended to "NovoaGlobal" and all references to "Sensys" shall be amended to "NG".
3. Section 1.8 will be added after Section 1.7 as follows:
 - 1.8 Pre processing services. NG to provide pre-processing services including: (a) pre-process events in accordance to City policies, provide DMV data from Florida DMV and NLETS to automatically populate vehicle owner information, (c) print and mail Notice of Violations approved by the City, and (d) provide reports requested by the City.
4. Section 3.1 of the Initial Agreement, the following initial sentence hereby modified adding 3.1(e) as follows:
 - 3.1 *Monthly Fees*. For each full calendar month subsequent to the Commencement Date while this Agreement is in effect, the City shall pay to NG, in arrears (i.e., after NG has provided and performed the services): (a) for the services contemplated in subsections 1.1 through 1.3, above, the sum of \$3,000 for each installed and operating Traffic Infraction Detector installed by NG by mutual agreement of the Parties, (b) \$250 per installed and operating Traffic Infraction Detector for the Back-Office Software and associated back-office services as contemplated in subsection 1.5, above, (c) \$100.00 per installed and operating Traffic Infraction Detector where a video monitoring camera is also installed for the traffic monitoring services contemplated in Section 1.7, above, (d) \$500 for the hosting of the Back Office Software including all necessary back up and review site, and (e) \$870 per installed and operating Traffic Infraction Detector for pre-processing services contemplated in Section 1.8, above. With respect to clauses (b), (c), (d) and (e), the City may terminate the use of the Back Office Software or any or all such traffic monitoring services at any time without penalty or cost and, upon such termination, shall not thereafter be obligated to pay any fees or charges associated

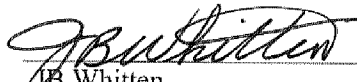
therewith. The foregoing charges shall be prorated, as appropriate, for any partial calendar month subsequent to the Commencement Date during the term this Agreement is in effect.

5. NG will not charge any fees in accordance to Section 3.1(e) before June 1st, 2020 even if such services have been provided to the City before that date.
6. Except as expressly amended or modified by the terms of this First Amendment, all terms of the Initial Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Initial Agreement, the terms of this First Amendment shall prevail and control.
7. The provisions of the Initial Agreement, as amended by this First Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
8. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
9. Each party represents and warrants that the representative signing this First Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this First Amendment.

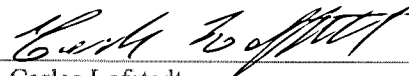
IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized representatives as of the day and year first above written.

City of Crestview, Florida

NovoaGlobal, Inc



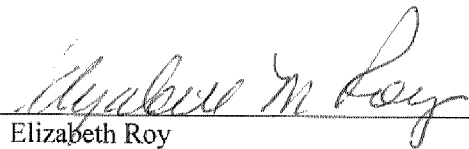
JB Whitten
Mayor



Carlos Lofstedt
President and CEO

Attest by

Approved as to form and legal
sufficiency



Elizabeth Roy
City Clerk



Jon Holloway
City Attorney