



CITY OF CRESTVIEW CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA FEBRUARY 12, 2024 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.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Elder Mark Dillman of Airport Road Church of Christ
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. Memorandum of Understanding with FLHSMV
 - 6.2. Approval of City Council Regular Meeting Minutes of January 22, 2024
 - 6.3. Approval of the Crestview Unlimited Board Regular Meeting Minutes of January 22, 2024
- 7. Public Hearings / Ordinances on Second Reading**
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1962 - Amending Board Terms and Regulations
 - 8.2. Ordinance 1963 - CRA Board Terms and Regulations
 - 8.3. Ordinance 1964 - Affordable Housing Advisory Committee Terms and Regulations
- 9. Resolutions**
- 10. Action Items**
 - 10.1. Tractor Supply Expansion Traffic MOU
 - 10.2. Charleston Place Apartments Traffic MOU
 - 10.3. Preliminary/Conceptual Plat and MOU – Garden Villas Townhomes
 - 10.4. Preliminary/Conceptual Plat and MOU - Brett Street Townhomes
 - 10.5. Preliminary/Conceptual Plat and MOU– Harrisburg Estates Phases 2-4

10.6. City Manager Annual Performance Evaluation

11. City Clerk Report

11.1. Monthly Update

12. City Manager Report

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

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



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 12/19/2023
SUBJECT: Elder Mark Dillman of Airport Road Church of Christ

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: February 12, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief
DATE: 2/7/2024
SUBJECT: Memorandum of Understanding with FLHSMV

BACKGROUND:

There is an annual reoccurring agreement (MOU) between the Florida Department of Highway Safety and Motor Vehicles (FLDHSMV), that allows the Crestview Police Department to access divers license information and photographs for use in a Law Enforcement inquiry or investigation. This annual agreement is required to be completed regularly to continue with compliance with the mandated rules and regulations.

DISCUSSION:

The Crestview Police Department currently utilizes access to the Florida Department Of Highway Motor Vehicle (FLDHSMV) database, that allows certified and trained employees to access the Driver's License Database of persons who are licensed in the State of Florida. Every Law Enforcement Agency in the state must agree to the security terms of this state government organization. This database, known as the Driver and Vehicle Information Database aka "DAVID", is used in the identification of vehicle operators, and drivers' license statuses of persons operating in the state with a Florida Drivers' License or Registration.

This agreement (MOU) signals that the City of Crestview Police Department remains in compliance with the regulations and rules that govern the use of this database system. Every agency in the state must complete this agreement (MOU) in order to have continued access to the database. Today we are simply agreeing that we remain in compliance with these regulations in accordance with the written agreement. The Crestview Police Department is audited on a quarterly basis regarding this compliance, and we have remained compliant with these rules.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

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Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

No Financial Impact.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the signing of FLDHSMV Agreement (MOU) in accordance with HSMV-0766-22.

Attachments

1. Annual Certification Statement - LEA
2. Annual Certification Statement - LEA
3. 2021 12 27 hsmv-0766-22



Dave Kerner
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

ANNUAL CERTIFICATION STATEMENT

In accordance with Section VI., Part D, of the Memorandum of Understanding between Department of Highway Safety and Motor Vehicles (Providing Agency) and Crestview Police Department (Requesting Party) hereby Affirms that the Requesting Party has evaluated and have adequate controls in place to protect the personal data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the contractual agreement HSMV-0766-22 (contract number).

Signature

Printed Name

Chief of Police

Title

Date

Crestview Police Department

NAME OF AGENCY

ANNUAL CERTIFICATION STATEMENT

In accordance with Section VI., Part D, of the Memorandum of Understanding between Department of Highway Safety and Motor Vehicles (Providing Agency) and Crestview Police Department (Requesting Party) hereby Affirms that the Requesting Party has evaluated and have adequate controls in place to protect the personal data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the contractual agreement HSMV-0766-22 (contract number).

Signature

Printed Name

Chief of Police

Title

Date

Crestview Police Department

NAME OF AGENCY

**MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT AGENCY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)**

This Memorandum of Understanding (MOU) is made and entered into by and between Crestview Police Department, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a law enforcement agency operating under the laws and authority of the state of Florida. As a law enforcement agency, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID - The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) - Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(d), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- E. Government Entity - Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record – Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.

- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, information found in the motor vehicle record, which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the Requesting Party's POC to monitor compliance with the MOU. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any law enforcement agency that is expressly authorized by Section 119.0712(2), Florida Statutes, and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law and may do so by remote electronic means pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes. Furthermore, the deceased date of an individual shall only be provided to a Requesting Party that meets the qualifications of 15 CFR §1110.102. Disclosure of the deceased date of an individual, which is not in compliance with 15 CFR §1110.102, is punishable under 15 CFR §1110.200. Additionally, because the Social Security Administration does not guarantee the accuracy of the Death Master File (DMF), the Requesting Party is reminded that adverse action should not be taken against any individual without further investigation to verify the death information listed.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M, EST.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any other law enforcement, governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of negligent, improper, or unauthorized use or dissemination of information and to update user access/permissions upon reassignment of users within five (5) business work days.
9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.

11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Cooperate with the Providing Agency in Field Audits conducted pursuant to Section VI. Compliance and Control Measures, subsection B., below.
13. Timely submit the reports and statements required in Section VI. Compliance and Control Measures, below.
14. Access and utilize the deceased date of an individual, or other information from the NTIS Limited Access Death Master File, as defined in 15 CFR §1110.2, in conformity with the following requirements:
 - a) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that its access to DMF information is appropriate because the Requesting Party: (i) has a legitimate fraud prevention interest, or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and (iii) agrees to satisfy such similar requirements.
 - b) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that it will not: (i) disclose DMF information to any person other than a person who meets the requirements of Section IV. Statement of Work, subsection B. paragraph 14 (a), above; (ii) disclose DMF information to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose DMF information to any person who further discloses the information to any person other than a person who meets the requirements of subsection IV. B. 14 (a), above; or (iv) use DMF information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability. Furthermore, failure to comply with 15 CFR §1110.102 pertaining to the deceased date of an individual may result in penalties of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, pursuant to 15 CFR §1110.200.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver

license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.

- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- D. The Requesting Party shall comply with Rule 60GG-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party. Additionally, with respect to the deceased date of an individual, the Requesting Party shall have systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986 and agrees to satisfy such similar requirements.
- E. When printed information from DAVID has met record retention, it shall be destroyed by cross-cut shredding or incineration in accordance with Florida law.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information. The list will not be provided to the Providing Agency but shall be subject to viewing during any field audit conducted by the Providing Agency or in the event of a violation under Section VI. Compliance and Control Measures, subsection D, of this MOU for the purposes of ascertaining whether the person or persons involved have been removed from the list or have otherwise had their DAVID access modified or limited.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID system shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed pursuant to Section IV, B(9), utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination utilizing the auditing features available in DAVID.
- B. **Field Audits** – Field audits shall be conducted by the Providing Agency in order to ensure that MOU requirements concerning internal controls are being met. Field audits shall be conducted on-site by Providing Agency employees, who shall be designated as "Field Liaisons" for the purposes of this MOU. Field Liaisons shall be geographically located throughout the state. The Requesting Party shall cooperate with the Field Liaisons in conducting field audits by granting access to systems and records related to this MOU and assigning appropriate personnel to respond to information requests.

Audits shall be conducted a minimum of once, every two years. Field Liaisons shall contact the POC in order to schedule the audit. At the completion of the audit, the Field Liaison will complete a report and provide a copy to the Requesting Party within ninety (90) days of the audit date. Should the audit report conclude that deficiencies or issues exist in regard to the Requesting Party's internal

controls, or access to or use of DAVID information, Providing Agency reserves the right to take, based upon the nature of the deficiencies/issues found, any or all of the following actions: audit more frequently than once, every two years; and/or suspend or terminate Requesting Party's access to DAVID information until such time as Requesting Party submits proof satisfactory to the Providing Agency that the deficiencies/issues have been corrected.

- C. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation statement no later than 45 days after receipt of the audit report referenced in Section VI. Compliance and Control Measures, subsection B., above. The Attestation shall indicate that the internal controls over personal data have been reviewed and evaluated in light of the audit findings and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation upon written request by the Requesting Party. The Attestation must have an original signature of the Chief, Sheriff, or State Attorney, or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles
Chief, Bureau of Records
2900 Apalachee Parkway, MS89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

- D. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which a Field Audit is conducted, submission of the Internal Control Attestation may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate field audit and, based upon the findings of the audit, suspension or termination of Requesting Party's access to DAVID information as indicated in Section VI. Compliance and Control Measures, subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- E. **Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in Section VI. Compliance and Control Measures, subsection C., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required.")

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX. Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the

Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XII. Application of Public Records Law

The parties to this Agreement recognize and acknowledge that any governmental agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with state law (including Chapter 119, Florida Statutes), and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

XIII. Certification Information

Pursuant to Section IV. Statement of Work, subsection B. paragraph 14(a), above, the Requesting Party certifies that access to DMF information is appropriate based on the following specific purpose (please describe the legitimate purpose):

Law Enforcement Purposes

Please indicate whether the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity: Yes ☐ No ☒

If the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity, the Requesting Party agrees that it will not re-disclose the data received from the Providing Agency, but rather, will contact NTIS at <https://classic.ntis.gov/products/ssa-dmf/#> to become a Certified Person, as defined by 15 CFR §1110.2. A Requesting Party who is a Certified Person may only disclose the deceased date of an individual pursuant to the Requesting Party's obligations under 15 CFR §1110.102.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY

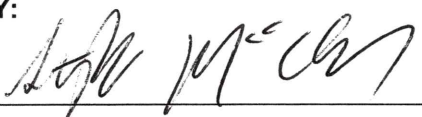
Crestview Police Department

Agency Name
201 Stillwell Boulevard

Street Address

Suite
Crestview FL 32539

City State Zip Code

BY:


Signature of Authorized Official
Stephen G. McCosker

Printed/Typed Name
Chief of Police

Title
12/27/2021

Date
mccoskers@crestviewpd.org

Official Agency Email Address
(850) 682-3544

Phone Number

Agency Point of Contact:
Len Steinmeier

Printed/Typed Name
steinmeierl@crestviewpd.org

Official Agency Email Address
(850) 682-3544 /

Phone Number
/

Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor
Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date

IMPORTANT NOTICE

On November 1, 2011, the Social Security Administration (SSA) implemented an important change in the Death Master File (DMF) data. NTIS, a cost-recovery government agency, disseminates the Limited Access DMF on behalf of SSA. The Limited Access Death Master File contains data on decedants who died less than 3 years ago.

Please see the Q and A below, provided by SSA (and edited by NTIS to change the tense once the change had been implemented) for an explanation of the change.

Should you have any questions, please email jhounsell@ntis.gov who will forward any questions not answered below to the Social Security Administration for reply.

IMPORTANT NOTICE: Change in Public Death Master File Records

NTIS receives Death Master File (DMF) data from the Social Security Administration (SSA). SSA receives death reports from various sources, including family members, funeral homes, hospitals, and financial institutions.

Q: What change has SSA made to the Public DMF?

A: Effective November 1, 2011, the DMF data that NTIS receives from SSA no longer contains protected state death records. Section 205(r) of the [Social Security] Act prohibits SSA from disclosing the state death records SSA receives through its contracts with the states, except in limited circumstances. (Section 205r link - http://www.ssa.gov/OP_Home/ssact/title02/0205.htm)

Q: How did this change affect the size of the Public DMF?

A: The historical Public DMF contained 89 million records. SSA removed approximately 4.2 million records from this file and adds about 1 million fewer records annually.

**REMINDER:
DMF users should always investigate and verify the death listed before taking any adverse action against any individual."**

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Request For Access to Driver And Vehicle Information Database System (DAVID)**

The Driver's Privacy Protection Act, 18 United States Code sections 2721 ("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, and medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am an authorized representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)

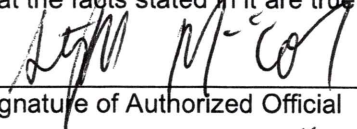
1, as listed on page 2 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these laws or statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed (attach additional page, if necessary):

DPPA Exemption Claimed:	Description of how Requesting Party qualifies for exemption:	Description of how data will be used:
1	For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.	For Law Enforcement Purposes

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Access to Driver And Vehicle Information Database System and that I am entitled to receive Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.



Signature of Authorized Official

Stephen M-Cosked

Printed Name

12-27-21

Date

Chief of Police

Title

Crestview Police Department

Name of Agency/Entity

ATTACHMENT I

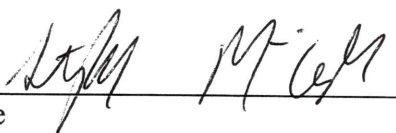
Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721:

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of Title 49, CFR, and, subject to subsection (a)(2), may be disclosed as follows:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted in accordance with 18 USC 2721 (b).
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of Title 49, CFR.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

ANNUAL CERTIFICATION STATEMENT

In accordance with Section VI., Part D, of the Memorandum of Understanding between Department of Highway Safety and Motor Vehicles (Providing Agency) and Crestview Police Department (Requesting Party) hereby Affirms that the Requesting Party has evaluated and have adequate controls in place to protect the personal data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the contractual agreement HSMV-0967-16 (contract number).


Signature

Stephen A. Costello
Printed Name

Chief of Police
Title

12/27/2021
Date

Crestview Police Department
NAME OF AGENCY

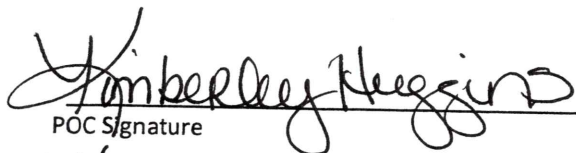
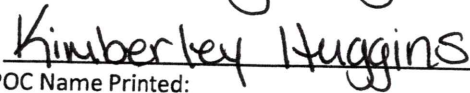


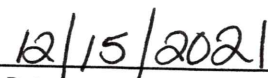
QUARTERLY QUALITY CONTROL REVIEW REPORT

Point of Contacts (POC) can do the following to satisfy the MOU Quarterly Quality Control Review:

- Compare the DAVID Users by Agency report with the agency user list.
 - Reconcile any differences to ensure state and agency records are consistent.
- Keep a record of any new or inactivated users since the last Quarterly Quality Control Review.
 - Update any users/user information as needed, document the reason for the change in access, and the date the change is made.
- Monitor usage to ensure proper, authorized use and dissemination.
 - Randomly select a sample of users and run an audit report for a period during the quarter. Look for any misuse, including, but not limited to reason codes, running siblings, spouses, ex-spouses, celebrities, and political figures. Look at the times of day the data was accessed, repeated runs of same record, and unexplained access to the Emergency Contact Information.
 - **Please note:** DHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.
- Complete the below report and ensure all actions are documented.

Quarter: 4th	Year: 2021
Total active users in DAVID:	51
Total active users in agency records:	51
Users inactivated during quarter:	125
Users audited during quarter:	10
Total cases of misuse found:	0
Total cases of misuse reported to DHSMV:	0


POC Signature

POC Name Printed:


Date



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 1/25/2024
SUBJECT: Approval of City Council Regular Meeting Minutes of January 22, 2024

BACKGROUND:

The City Council routinely approves minutes from prior meetings.

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 January 22, 2024.

Attachments

1. 01222024 City Council Regular Minutes Draft

City Council Minutes - DRAFT
January 22, 2024
6:00 p.m.
Council Chambers

1. Call to Order

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

2. Invocation, Pledge of Allegiance

2.1. Pastor Jason Allen of Woodlawn Baptist Church

The Invocation was led by Pastor Jason Allen of Woodlawn Baptist Church, and the Pledge of Allegiance was led by Pop Warner Hub City Bulldog cheerleaders.

3. Open Policy Making and Legislative Session

Mayor JB Whitten announced a quorum was present and went over the rules and procedures.

4. Approve Agenda

Mayor JB Whitten called for action.

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

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

5. Presentations and Reports

5.1. National Champion Cheerleaders

Mayor JB Whitten introduced the national champion cheerleaders, Pop Warner Hub City Bulldogs, and presented a certificate to the team. He mentioned they won three national titles in several events in Orlando where 540 teams competed.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Doug Capps and seconded by Councilmember Joe Blocker to approve the agenda, as presented.

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

6.1. Approval of City Council Regular Meeting Minutes of January 8, 2024

6.2. Approval of City Council Special Meeting Minutes of January 8, 2024

7. Public Hearings / Ordinances on Second Reading

7.1. Ord. 1959 - Crosson Street Comprehensive Plan Amendment

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1959, Crosson Street Comprehensive Plan to the City Council. He stated the property is located within city limits. The request is for Mixed-Use (MU) future land use designation.

He then asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Commercial (C) to Mixed-Use (MU) on Approximately 8.04 Acres, More or Less, In Section 29, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

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

Motion by Councilmember Ryan Bullard and seconded by Mayor Pro-Tem Andrew Rencich to approve Ordinance 1959 on 2nd reading for final adoption.

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

7.2. Ord. 1960 - Crosson Street Rezoning

City Attorney Jonathan Holloway swore in CDS Planning Administrator Nicholas Schwendt for the quasi-judicial segments of the meeting.

CDS Planning Administrator N. Schwendt presented Ordinance 1960 - Crosson Street Rezoning to the City Council stating the details are the same as in Ordinance 1959. He asked that the staff report be entered into the record. On November 14, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at the end of Medcrest Drive. The subject property is currently located within the city limits of Crestview with a future land use and zoning designation of Commercial (C) and Commercial High-Intensity District (C-2), respectively. The application requests the Mixed-Use (MU) zoning designation for the property. The Planning and Development Board recommended approval of the request on January 2, 2024, and it was approved on first reading by the City Council on January 8, 2024. The property description is as follows: Property Owner: JH2 Investments LLC; 4395 Bahia Lane; Destin, Florida 32541; Parcel ID: 29-3N-23-0000-0025-016H; Site Size: 8.04 acres; Current FLU: Commercial (C); Current Zoning: Commercial High-Intensity District (C-2); Current Land Use: Vacant. The following table provides the surrounding land use designations, zoning

districts, and existing uses. Direction: North; FLU: Okaloosa County Agriculture; Zoning: Okaloosa County Agricultural; Existing Use: Timberland. Direction: East; FLU: Commercial (C); Zoning: Commercial High-Intensity District (C-2); Existing Use: Vacant & Commercial. South; FLU: Commercial (C); Zoning: Commercial High-Intensity District (C-2); Existing Use: Vacant. Direction: West; FLU: Commercial (C); Zoning: Commercial High-Intensity District (C-2); Existing Use: Vacant. The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property may be developed for residential or low-intensity commercial use. Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels. Courtesy notices were mailed to property owners within 300 feet of the subject property on December 12, 2023. An advertisement ran in the Crestview News Bulletin on December 21, 2023.

He asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 8.04 Acres, More or Less, of Real Property, Located In Section 29, Township 3 North, Range 23 West, From the Commercial High-Intensity District (C-2) Zoning District to the Mixed-Use (MU) Zoning District; Providing For Authority; Providing For the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

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

Motion by Councilmember Cynthia Brown and seconded by Councilmember Ryan Bullard to approve Ordinance 1960 on 2nd reading for final adoption.

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

7.3. Ord. 1961 - LDC Amendment

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1961 - LDC Amendment to the City Council explaining that amendments were necessary to be made to the Code, as it has been almost 18 months since the last overall update. He then asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Amendment of Portions of Chapters Three, Five, Six, Seven, Eight, and Nine of the Land Development Code; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing

For Liberal Interpretation; Providing For Repeal Of Conflicting Codes and Ordinances; and Providing For an Effective Date.

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

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Joe Blocker to approve Ordinance 1961 on 2nd reading for final adoption.

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

8. Ordinances on First Reading

9. Resolutions

10. Action Items

10.1. Public Hearing for the CDBG CAPER Report

Mayor JB Whitten opened the Public Hearing for the CDBG CAPER report.

CDS Planning Administrator Nicholas Schwendt mentioned the city is considered an "entitlement community". As a condition of being an entitlement community, the city is required to perform annual evaluations of its CDBG program through the completion of a Consolidated Annual Performance and Evaluation Report (CAPER). He went over the funds and allocations for programs stating this is an end of season report. The action plan was approved on August 8, 2022.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve the 2022/2023 Community Development Block Grant CAPER report.

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

Mayor JB Whitten announced the grand opening of the Crestview Resource Center is scheduled February 3rd.

In response to the mayor's question regarding tracking spending, City Manager T. Bolduc said we are using the full amount of the grant. He added Nick and Crista have spent an enormous amount of time on the administration of the grant.

Mr. Sylvester Echols came forward and thanked the Council for their support of the Resource Center.

10.2. United Way Lease - 290 Martin Luther King Jr. Ave.

Administrative Services Director Jessica Leavins explained we acquired the property in 1993 and is currently leased and utilized by the United Way. The lease covers a

ten-year period at a rate of one dollar annually.

City Manager T. Bolduc mentioned he had received a question on sub-leasing and explained non-profits could lease to other non-profits. City Attorney J. Holloway added they could sublease to other non-profits and share utilities, but they would need approval to lease to a for-profit organization.

Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Cynthia Brown to approve the United Way to lease the building located at 290 Martin Luther King, Jr. Avenue.

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

10.3. CivicPlus Renewal

Administrative Services Director Jessica Leavins stated since 2015, we have had CivicPlus provide the City with several services, including website hosting. The contract is for a one-year renewal with an additional one-year term.

Mayor JB Whitten called for action.

Motion by Councilmember Doug Capps and seconded by Councilmember Ryan Bullard to approve the renewal of the Civic Clerk contract.

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

10.4. City Council Committee Appointment and Council Volunteer Appointment Update

CDS Planning Administrator Nicholas Schwendt went over the committee appointments and volunteer Council appointments. He briefed the City Council on the findings in his research and went over the statutory requirements and different Board options, as well as the current terms. He requested direction in establishing Boards at a specific time, and the need for a provision to appoint for vacant seats by fulfilling the remaining terms. He mentioned the retirement Boards have a more complicated process, as the Ordinance would have to be reviewed by the Board administrator's legal team. Regarding the Citizen Advisory Committee, the mayor has oversight. He requested consensus and direction in including the retirement Boards and consideration of term limits for the Citizen Advisory Council, as well as whether the appointment should be changed to March 1st.

Discussion ensued on the terms, annual review time, staggering terms for the Board, fulfilling remaining terms caused by vacancies, as well as automatic re-appointment. Continuity was also discussed as being important for certain Boards, such as the TDC.

City Manager T. Bolduc stated he appreciated Nick's detailed work. Regarding the CAC, we may want to set expiration dates and appointments similar to the other

Boards. He would like to steer away from automatic re-appointments. He added it would be beneficial for the review to be the second meeting in February to appoint in March.

Councilmember C. Brown said Nick provided a great summary and asked if Form 6 was required for all Boards. City Attorney J. Holloway replied that the CRA was the only Board required to submit Form 6.

Discussion ensued on appointing the Mayor Pro-Tem in April or move it to the first swearing-in ceremony in November or December after the election, however the Charter language specifies April. The consensus was to provide that the appointments are reviewed in March and to set the term to begin in April.

Discussion ensued on the Council volunteer appointments and having the City Clerk provide information on each of the appointments and terms of each Board.

In conclusion, City Manager T. Bolduc stated Nick will draft an ordinance for the April term to present to the Council. For the Council volunteer appointments, the City Clerk will provide information on the appointments for review by the first meeting in December and suggested that the appointments be effective in January.

11. City Clerk Report

City Clerk Maryanne Schrader reminded the City Council that the evaluation forms for the City Manager are on the dais stating the digital version will be sent, as well. Jessica asked that they be returned by January 31st.

12. City Manager Report

12.1. Financial Update - Finance Director

City Manager T. Bolduc brought up the impact fees stating we were waiting on the County to complete the study; however, he would like to discuss the handling of impact fees with the Council. He asked whether it should be set up as a workshop or as an agenda item.

Discussion ensued on the cost of a consultant, fee structure, handling in-house or hiring a consultant. The City Council agreed that a workshop is preferable, and City Manager T. Bolduc said he will set the workshop up prior to a City Council meeting.

Finance Director Gina Toussaint provided the October financials. She mentioned the November and December check listing is also on the website.

12.2. Strategic Plan Quarterly Review

City Manager Tim Bolduc asked Administrative Services Director J. Leavins to come forward to explain the strategic plan software.

Administrative Director J. Leavins demonstrated the public side of our website displaying the ease of use on the monitors. She went over the non-audited numbers

that are gleaned from the budget. Clear Gov will allow us to drill down as we move forward. She went over the "Choose to View" goals. She went over blight removal statistics, communication tools, infrastructure, pay statistics, new building and facilities, and grant information.

City Manager Tim Bolduc added that this allows for transparency in the budget allocation.

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmember D. Capps announced the TDC is meeting tomorrow stating the County is investing in 412 acres and the Welcome Center is on the agenda. In response to the parking issue at the Tourism Center from Mayor Whitten, Councilmember D. Capps replied that the parking is a concern and will bring the issue back up again. He added there is wetlands behind to consider.

Councilmember C. Brown asked about the property acquisition and asked about the study for the Future Land Use on the Air Force Base mentioning there are no dates listed for public input yet. City Manager T. Bolduc replied we are poised to cooperate with the Base. They are looking at everything north of the river and planning a long-term study for the future growth which will determine how smart growth will occur to the north end of the county relating to density. The goal is to protect our rivers. We could use the County's help to not allow urban sprawl specifically in the unincorporated areas.

Councilmember Joe Blocker requested the street striping schedule, and City Manager T. Bolduc said we do have a schedule for the contractor but will look at the areas of concern.

Mayor JB Whitten announced he will do a presentation at the library on the history of the elections at 2 p.m. this Saturday. He added that next week, the city manager and he are going to Tallahassee to speak to the legislators on several bills.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public. No one came forward.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:23 p.m.

Minutes approved this ___ day of ___, 2024.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 1/25/2024
SUBJECT: Approval of the Crestview Unlimited Board Regular Meeting Minutes of January 22, 2024

BACKGROUND:

The City Council routinely approves minutes from prior meetings.

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 Crestview Unlimited Board Regular meeting minutes of January 22, 2024.

Attachments

1. 01222024 Crestview Unlimited Minutes

Crestview Unlimited Regular Meeting Minutes DRAFT
January 22, 2024
5:00 p.m.
Council Chambers

1. Call to Order

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

2. Approve Agenda

Chair Mayor Whitten called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Ryan Bullard to approve the agenda, as presented.

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

3. Presentations and Reports

3.1. Financials Update

City Manager Tim Bolduc stated that Crestview Unlimited exists solely to support Parks and Recreation. The management company is a profit-shared agreement and oversees all of the employees. The financial condition of the golf course has improved. He added that the statute requires that we meet once a year to review the financials.

Finance Director Gina Toussaint stated that Great Golf Life provides financial monthly. She displayed the fund balance on the overhead, stating the year-to-date profit is \$24,000, adding the fund is in a favorable condition of around \$37,000.

City Manager Tim Bolduc mentioned that we continue to get good reports on the condition of the golf course.

Finance Director Gina Toussaint mentioned the financials are in better shape than last year.

City Manager Tim Bolduc mentioned we had a loss last year because of the improvements made. We are covering the expenses that we incurred at the course when we purchased and leased back the golf carts. He went over the land acquisition, stating we generate tax revenue to cover the expenses. The agreement with the current vendor is \$5,000 a month with a catch-up period. In addition, the restaurant is doing fairly well. He added we are getting good reviews.

Discussion ensued on how well the golf course is doing, the property value and the restaurant.

Councilmember C. Brown asked if other programs will be utilized if we are turning a profit, and City Manager Tim Bolduc said we will keep the money in cash reserves. He mentioned he wants to keep three months in reserve, adding he wants it to offset expenses. He also mentioned the nets have been raised, adding if any balls cause damage our insurance covers it.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Cynthia Brown to accept the Financial Report.

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

4. Action Items

5. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

6. Comments from the Audience

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

7. Adjournment

Chair Mayor JB Whitten adjourned the meeting at 5:16 p.m.

Minutes approved this ___ day of ___, 2024.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Planning and Development Board
CC: City Manager and City Attorney
FROM: Community Development Services
DATE: 2/8/2024
SUBJECT: Ordinance 1962 - Amending Board Terms and Regulations

BACKGROUND:

At the December City Council Meeting, the Council provided direction for staff to evaluate the various Board appointments that the City has and begin to draft code amendments that would simplify the Board's terms and, to the degree possible, to allow more intentional, timely and comprehensive evaluation by the Council on an annual basis. Staff discussed the Council's desired outcome further at the January 22nd City Council meeting.

DISCUSSION:

Resulting from previous discussions, staff identified the following provisions that would need to be added or amended for each of the Boards identified by Council:

- Staggered terms - achieved by allowing the first two terms to extend passed the typical term limits, effectively staggering those terms by 1 year.
- A consistent effective date for all appointments across all Boards (determined to be best suited as April 1st)
- Provision for appointments to vacant seats to carry through the remainder of the seat's term, rather than start a new term for the individual that fills the vacancy
- Specific mention that terms will not carry forward until reappointed. That means the Council must reappoint or appoint a new member before their term ends, rather than just allowing automatic term extensions.

The amendments made to the Code of Ordinance and Land Development Code sections regarding PDB membership serve to fulfill the above requirements identified by the Council. Similar changes will also be made to the appointed CRA board members, as well as the Affordable Housing Advisory Committee. The only reason that this ordinance specifically has to come through the PDB is because it includes an amendment to the Land Development Code.

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

FINANCIAL IMPACT

There is not any anticipated financial impact expected from the adoption of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion recommending approval of Ordinance 1962 to the City Council.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 2/7/2024
SUBJECT: Ordinance 1963 - CRA Board Terms and Regulations

BACKGROUND:

At the December City Council Meeting, the Council provided direction for staff to evaluate the various Board appointments that the City has and begin to draft code amendments that would simplify the Board's terms and, to the degree possible, to allow more intentional, timely and comprehensive evaluation by the Council on an annual basis. Staff discussed the Council's desired outcome further at the January 22nd City Council meeting.

DISCUSSION:

Resulting from previous discussions, staff identified the following provisions that would need to be added or amended for each of the Boards identified by Council:

- Staggered terms - achieved by allowing the first appointed terms to be half of the regular term. This effectively staggers the terms by 2 years.
- A consistent effective date for all appointments across all Boards (determined to be best suited as April 1st)
- Provision for appointments to vacant seats to carry through the remainder of the seat's term, rather than start a new term for the individual that fills the vacancy
- Specific mention that terms will not carry forward until reappointed. That means the Council must reappoint or appoint a new member before their term ends, rather than just allowing automatic term extensions.

The amendments made to the Code of Ordinance sections regarding CRA membership serve to fulfill the above requirements identified by the Council.

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

FINANCIAL IMPACT

There is not any anticipated financial impact expected from the adoption of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 1963 and move to second reading for adoption.

Attachments

1. Ordinance 1963 - CRA

ORDINANCE: 1963

AN ORDINANCE AMENDING COMMUNITY REDEVELOPMENT AGENCY TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 2-98 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 2-98 OF THE CODE OF ORDINANCES.

Sec. 2-98. Membership of board of commissioners.

The board of commissioners of the community redevelopment agency shall consist of the members of the city council and two additional commissioners appointed by the city council as provided for in Florida Statutes. Additional commissioners are subject to the following provisions:

1. The term of office additional commissioners shall be four years, except that the first person appointed shall initially serve a term of two years.
2. Terms of office shall commence on the first day of April of the year in which appointed.
3. Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.
4. Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.
5. In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes and Section 2 of the City Charter.

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. This ordinance shall take effect immediately upon its adoption.

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

ATTEST:

Maryanne Schrader
City Clerk

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

J. B. Whitten
Mayor

ORDINANCE NO. 1963

AN ORDINANCE AMENDING COMMUNITY REDEVELOPMENT AGENCY TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 2-98 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 2-98 OF THE CODE OF ORDINANCES.

Sec. 2-98. Membership of board of commissioners.

The board of commissioners of the community redevelopment agency shall consist of the members of the city council and two additional commissioners appointed by the city council as provided for in Florida Statutes. Additional commissioners are subject to the following additional provisions:

- (a) The term of office additional commissioners shall be four years, except that the first person appointed shall initially serve a term of two years.
- (b) Terms of office shall commence on the first day of April of the year in which appointed.
- (c) Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.
- (d) Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.
- (e) In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes and Section 2 of the City Charter.

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. This ordinance shall take effect immediately upon its adoption.

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

ATTEST:

Maryanne Schrader
City Clerk

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

J. B. Whitten
Mayor



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 2/7/2024
SUBJECT: Ordinance 1964 - Affordable Housing Advisory Committee Terms and Regulations

BACKGROUND:

At the December City Council Meeting, the Council provided direction for staff to evaluate the various Board appointments that the City has and begin to draft code amendments that would simplify the Board's terms and, to the degree possible, to allow more intentional, timely and comprehensive evaluation by the Council on an annual basis. Staff discussed the Council's desired outcome further at the January 22nd City Council meeting.

DISCUSSION:

Resulting from previous discussions, staff identified the following provisions that would need to be added or amended for each of the Boards identified by Council:

- Staggered terms - achieved by allowing the first four appointed terms be 2 years, rather than 3. This effectively staggers those terms by 1 year.
- A consistent effective date for all appointments across all Boards (determined to be best suited as April 1st)
- Provision for appointments to vacant seats to carry through the remainder of the seat's term, rather than start a new term for the individual that fills the vacancy
- Specific mention that terms will not carry forward until reappointed. That means the Council must reappoint or appoint a new member before their term ends, rather than just allowing automatic term extensions.

The amendments made to the Code of Ordinance sections regarding AHAC membership serve to fulfill the above requirements identified by the Council.

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

FINANCIAL IMPACT

There is not any anticipated financial impact expected from the adoption of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 1964 and move to second reading for adoption.

Attachments

1. Ordinance 1964 - AHAC

ORDINANCE: 1964

AN ORDINANCE AMENDING AFFORDABLE HOUSING ADVISORY COMMITTEE TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 32-18 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 32-18 OF THE CODE OF ORDINANCES.

Sec. 32-18. – Affordable Housing Advisory Committee.

1. The Crestview Affordable Housing Advisory Committee, hereinafter referred to as the committee, shall consist of 8 members, as stipulated in Section 420.9076, Florida Statutes.
 1. The term of office for each member shall be three years, except that the first four members appointed shall initially serve a term of two years.
 2. The term of office for the appointed City Council member shall conclude coincidentally with their council term or shall otherwise be at the discretion of the City Council.
 3. Terms of office shall commence on the first day of April of the year in which appointed, unless otherwise provided by City Council.
 4. Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.
 5. Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.
 6. In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.
2. The committee shall serve in an advisory capacity, perform the required functions, and operate as stipulated in Section 420.9076, Florida Statutes.
3. Appointment of individuals to the committee shall be by resolution of the city council.
4. Members shall initially serve for three-year terms and may be reappointed for subsequent terms.
5. A simple majority of the membership of the committee shall be required to conduct official business.
6. Committee meetings shall be publicly noticed in a newspaper of general circulation.
7. Meetings shall be held annually in accordance with the requirements of Section 420.9076, Florida Statutes. Additional meetings may be called as needed to conduct necessary business.

Administrative support for the committee shall be provided by the Community Development Services Department and City Clerk's office, as applicable.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021 and 420.9076, Florida Statutes and Section 2 of the City Charter.

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. This ordinance shall take effect immediately upon its adoption.

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

ATTEST:

Maryanne Schrader
City Clerk

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

J. B. Whitten
Mayor

ORDINANCE NO. 1964

AN ORDINANCE AMENDING AFFORDABLE HOUSING ADVISORY COMMITTEE TERM PROVISIONS AND REGULATIONS; PROVIDING FOR AMENDMENT OF SECTION 32-18 OF THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AMENDING SECTION 32-18 OF THE CODE OF ORDINANCES.

Sec. 32-18. – Affordable Housing Advisory Committee.

(a) The Crestview Affordable Housing Advisory Committee, hereinafter referred to as the committee, shall consist of 8 members, as stipulated in Section 420.9076, Florida Statutes.

(1) The term of office for each member shall be three years, except that the first four members appointed shall initially serve a term of two years.

(2) The term of office for the appointed City Council member shall conclude coincidentally with their council term or shall otherwise be at the discretion of the City Council.

(3) Terms of office shall commence on the first day of April of the year in which appointed, unless otherwise provided by City Council.

(4) Successors appointed prior to completion of a term shall serve only for the remainder of the term they are succeeding.

(5) Successors appointed to fill a vacancy shall serve only for the remainder of the term that was left vacant.

~~(b)~~(6) In no case shall terms automatically extend or additional terms be granted to a commissioner without action by the City Council.

~~(e)~~(b) The committee shall serve in an advisory capacity, perform the required functions, and operate as stipulated in Section 420.9076, Florida Statutes.

~~(d)~~(c) Appointment of individuals to the committee shall be by resolution of the city council.

~~(e)~~(d) Members shall initially serve for three-year terms and may be reappointed for subsequent terms.

~~(f)~~(e) A simple majority of the membership of the committee shall be required to conduct official business.

~~(g)~~(f) Committee meetings shall be publicly noticed in a newspaper of general circulation.

~~(h)~~(g) Meetings shall be held ~~annually~~in accordance with the requirements of Section 420.9076, Florida Statutes. Additional meetings may be called as needed to conduct necessary business.

~~(i)~~(h) Administrative support for the committee shall be provided by the Community Development Services Department and City Clerk's office, as applicable.

SECTION 3 – AUTHORITY. The authority for enactment of this ordinance is section 166.021 and 420.9076, Florida Statutes and Section 2 of the City Charter.

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. This ordinance shall take effect immediately upon its adoption.

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

ATTEST:

Maryanne Schrader
City Clerk

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

J. B. Whitten
Mayor



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

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, CDS Planning Administrator
DATE: 2/8/2024
SUBJECT: Tractor Supply Expansion Traffic MOU

BACKGROUND:

Staff received the initial application submittal for the Tractor Supply Expansion project, an approximately 19,000 square foot retail expansion to the existing Tractor Supply Site, to the immediate west of that existing site, on November 2, 2023. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Tractor Supply Expansion project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of \$25,300.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

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

GOALS & OBJECTIVES

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

Foundational – these are the 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.

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

Community Character – Promote desirable growth with a hometown atmosphere.

Safety – Ensure the continuous safety of citizens and visitors.

Mobility – Provide safe, efficient and accessible means for mobility.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

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

Attachments

1. Tractor Supply Expansion Traffic MOU

MEMORANDUM OF UNDERSTANDING

January 10, 2024

Subject: **Tractor Supply Expansion**
City of Crestview, Florida & 308 WJL LLC

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed **Tractor Supply Expansion** and has been provided with the following acknowledgements:

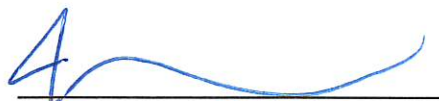
- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of **\$25,300.00** to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

BY: J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

308 WJL LLC



BY: James J. Watts



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

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, CDS Planning Administrator
DATE: 2/7/2024
SUBJECT: Charleston Place Apartments Traffic MOU

BACKGROUND:

Staff received the initial application submittal for the Charleston Place project, a 279-unit multifamily apartment development proposed on 14.6 acres on Richburg Lane, north of the movie theater, on July 25, 2023. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Charleston Place project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of \$106,200.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

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

GOALS & OBJECTIVES

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

Foundational – these are the 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.

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

Community Character – Promote desirable growth with a hometown atmosphere.

Safety – Ensure the continuous safety of citizens and visitors.

Mobility – Provide safe, efficient and accessible means for mobility.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

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

Attachments

1. Charleston Place Traffic MOU

MEMORANDUM OF UNDERSTANDING

December 6, 2023

Subject: **Charleston Place (the Development)**
City of Crestview, Florida & MH Crestview Land, LLC (the Developer)

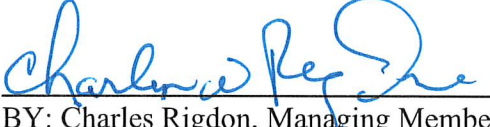
Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed Charleston Place (the Development) and has been provided with the following acknowledgements:

- 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 \$ 106,200 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

MH Crestview Land, LLC



BY: Charles Rigdon, Managing Member

Maryanne Schrader, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

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, CDS Planning Administrator
DATE: 2/7/2024
SUBJECT: Preliminary/Conceptual Plat and MOU – Garden Villas Townhomes

BACKGROUND:

Staff received the initial application for the Garden Villas Townhomes Subdivision on October 10th, 2023. It has since gone through staff review and all major comments have been addressed. The remaining comments are not expected to affect the overall layout and scope proposed on the provided preliminary plat documents.

DISCUSSION:

This townhouse subdivision is proposed northwest of the intersection of Garden Street and Third Avenue, just south of Crestview High School. The subdivision will connect to both Garden Street and Third Avenue. The subdivision proposes 158 lots, which is within the allowed density provided by the zoning district (Mixed Use) and future land use designation (Mixed Use), which provide for a maximum of 238 units.

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 off the the number of trips provided in the traffic study that was included with the development application. The MOU provides for an amount of \$73,600.00, and will require signature from the mayor if approved.

The Planning and Development Board recommended approval of the plat on February 5th, 2024.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Community Character- Promote desirable growth with a hometown atmosphere

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. 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 Garden Villas Townhomes Preliminary Plat and to approve the Memorandum of Understanding to forward to the Mayor and City Clerk for signature.

Attachments

1. Garden Villas Townhomes Preliminary Plat
2. Garden Villas Townhomes Traffic MOU

GARDEN VILLA TOWNHOMES

A RESUBDIVISION OF LOTS 1 THROUGH 10, BLOCK ONE OF OAKDALE MINIATURE FARMS (PLAT BOOK 1, PAGE 129) IN SECTION 04, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

LEGAL DESCRIPTION:

LOTS ONE THROUGH TEN INCLUSIVE OF BLOCK ONE, ACCORDING TO THE PLAT OF OAKDALE MINIATURE FARMS AS RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY FLORIDA, LESS THAT PORTION BEGINNING AT THE NORTHEAST CORNER OF LOT SIX, BLOCK ONE OF SAID OAKDALE MINIATURE FARMS, THENCE RUN IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID LOT SIX, ONE HUNDRED FEET; THENCE PARALLEL WITH GARDEN STREET RUN IN A SOUTHERLY DIRECTION, ONE HUNDRED FEET; THENCE PARALLEL WITH THE NORTH BOUNDARY OF SAID LOT SIX RUN IN AN EASTERLY DIRECTION ONE HUNDRED FEET TO GARDEN STREET; THENCE ON THE WEST BOUNDARY OF GARDEN STREET RUN IN A NORTHERLY DIRECTION, ONE HUNDRED FEET TO POINT OF BEGINNING. BEING IN SAID LOT SIX OF SAID OAKDALE MINIATURE FARMS.

ALSO:

AN ALLEY OR STRIP OF LAND BEGINNING AT THE NORTHEAST CORNER OF LOT SIX, BLOCK ONE ACCORDING TO THE PLAT OF OAKDALE MINIATURE FARMS AS RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY FLORIDA, THENCE RUN WEST ALONG THE NORTH BOUNDARY OF BLOCK ONE, ONE HUNDRED FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG THE NORTH BOUNDARY OF SAID BLOCK ONE, 605.45 FEET MORE OR LESS TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST; THENCE NORTH ALONG THE SAID WEST LINE, A DISTANCE OF 20 FEET MORE OR LESS TO THE NORTHWEST CORNER OF NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST; THENCE EAST ALONG THE NORTH LINE OF THE AFORESAID FORTY, A DISTANCE OF 605.45 FEET MORE OR LESS TO A POINT ON SAID LINE, ONE HUNDRED FEET WEST OF THE INTERSECTION OF SAID LINE WITH THE WEST BOUNDARY OF GARDEN STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST BOUNDARY OF GARDEN STREET, TWENTY FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND:

A PORTION OF THIRD AVENUE OR A STRIP OF LAND LYING WEST OF LOTS ONE TO FIVE, BLOCK ONE, ACCORDING TO THE PLAT OF OAKDALE MINIATURE FARMS AS RECORDED IN PLAT BOOK 1, PAGE 129, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY FLORIDA, IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST, SAID STRIP OF LAND BEING SIXTY FEET WIDE AND 710.94 FEET LONG MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT COASTAL PALMS PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF A FEE SIMPLE TITLE COVERING THE LANDS DESCRIBED IN THIS PLAT OF "GARDEN VILLA TOWNHOMES", DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON, AND THAT ALL ROADWAYS, PRIVATE RIGHT-OF-WAY, RETENTION POND, COMMON AREA SHOWN ON THIS PLAT SHALL BE MAINTAINED BY THE GARDEN VILLA TOWNHOMES HOME OWNERS ASSOCIATION INC. COASTAL PALMS PARTNERS, LLC, HEREBY DEDICATES NON-EXCLUSIVE EASEMENTS WITHIN ALL PRIVATE RIGHT-OF-WAY AND UTILITY EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF VARIOUS UTILITIES INCLUDING THE CITY OF CRESTVIEW, COX COMMUNICATIONS, FLORIDA POWER AND LIGHT, OKALOOSA GAS DISTRICT, AND CENTURYLINK. COASTAL PALMS PARTNERS, LLC, DOES HEREBY REQUEST THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

WITNESS

BY: KEITH CLARK
MANAGER

WITNESS

ACKNOWLEDGEMENT STATE OF FLORIDA, COUNTY OF OKALOOSA

BEFORE THE UNDERSIGNED PERSONALLY APPEARED KEITH CLARK, AS MANAGER OF COASTAL PALMS PARTNERS, LLC KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND WHO IS PERSONALLY KNOWN TO ME AND ACKNOWLEDGED HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES:

JOINDER AND CONSENT TO DEDICATION

PCB HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREON AND RECORDED IN OFFICIAL RECORDS BOOK 3495 AT PAGE 3266 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION AND PLATING HEREON.

PCB HOLDINGS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
WITNESS

BY: JOHN WARREN
MANAGER

WITNESS

ACKNOWLEDGEMENT STATE OF FLORIDA, OKALOOSA COUNTY

BEFORE THE UNDERSIGNED PERSONALLY APPEARED _____ OF PCB HOLDINGS, LLC KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION, AND WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION, AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES:

CITY COUNCIL'S APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA, AND APPROVED BY THEM ON THE ____ DAY OF _____, 2024.

MAYOR

ATTEST BY: CITY CLERK

CITY CLERK VERIFICATION

THE UNDERSIGNED HEREBY ATTESTS THAT THIS PLAT WAD GRANTED FINAL APPROVAL BY THE CITY COUNCIL IN SESSION ASSEMBLED ON THE DATE MENTIONED ABOVE AS A MATTER OF PUBLIC RECORD. FURTHER, THAT THIS INSTRUMENT WAS DULY AUTHENTICATED BY THE PRESENTING OFFICER OF THE CITY COUNCIL.

CITY CLERK

CITY ENGINEER'S CERTIFICATE

THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION AS IT APPEARS ON THIS PLAT CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION OF LAND AND IS ACCORDINGLY APPROVED. BY SUCH APPROVAL, THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY, STREET OR OTHER LINES SHOWN ON THIS PLAT.

CITY ENGINEER DATE

COMMUNITY DEVELOPMENT SERVICES MANAGER:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT CONFORMS TO THE GENERAL ENGINEERING STANDARDS AND MEETS PLAT SPECIFICATION SET FOURTH BY THE CITY OF CRESTVIEW CODE OF ORDINANCES.

COMMUNITY DEVELOPMENT SERVICES MANAGER

LOCAL PLANNING AGENCY:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE LOCAL PLANNING AGENCY OF THE CITY OF CRESTVIEW, FLORIDA, AND WAS APPROVED BY THEM ON THE ____ DAY OF _____

LPA CHAIRMAN OR LPA VICE CHAIRMAN

SURVEYOR'S CERTIFICATE

I BRIAN E. PASCOE, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED UNDER MY DIRECTION AND SUPERVISION; THAT P.R.M.'S HAVE BEEN PLACED AS INDICATED HEREON (P.C.P.'S WILL BE SET), AND THAT IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AS WELL AS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FLORIDA REGISTERED SURVEYOR

BRIAN E. PASCOE, CERTIFICATE NO. 5930

DATE _____
CHOCTAW ENGINEERING, INC. LB#1532
112 TRUXTON AVENUE FT. WALTON
BEACH, FL 32547

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN THE STATE OF FLORIDA, THAT TITLE TO THE LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATOR AS SHOWN HEREON AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON SAID LAND EXCEPT AS SHOWN HEREON, THIS ____ DAY OF _____, 2024.

CERTIFICATION BY TAX COLLECTOR

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____, FOR THE PROPERTY DESCRIBED HEREON TO THE BEST MY KNOWLEDGE, AS OF THIS ____ DAY OF _____, 2024.

BEN ANDERSON,
OKALOOSA COUNTY TAX COLLECTOR

COUNTY SURVEYOR'S CERTIFICATE

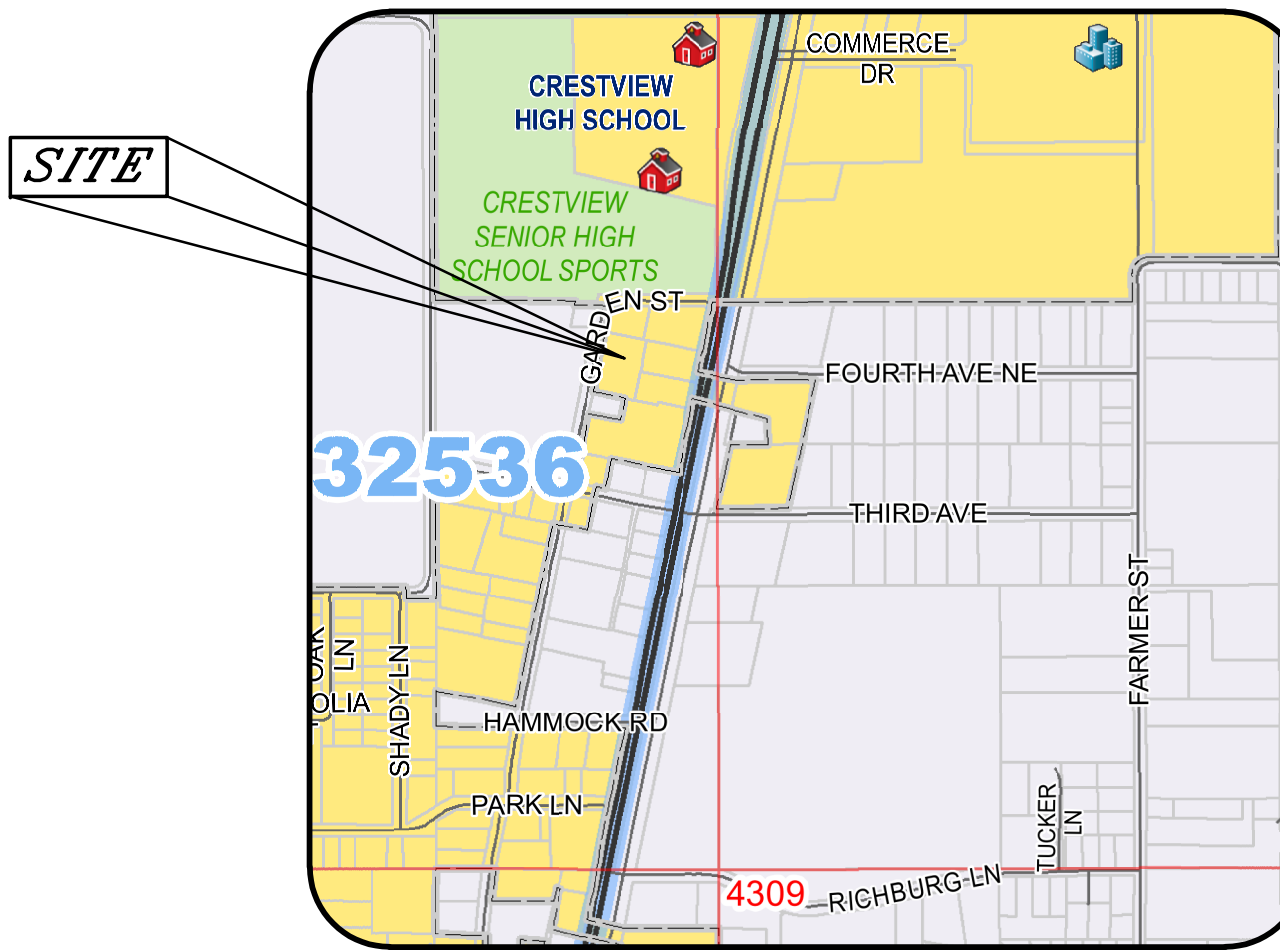
THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE COUNTY SURVEYOR OF OKALOOSA COUNTY, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE ____ DAY OF _____, 2024.

COUNTY SURVEYOR

COUNTY CLERK'S CERTIFICATE

I, JD PEACOCK, II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE ____ DAY OF _____, 2024 IN PLAT BOOK _____, PAGE _____

JD PEACOCK, II, CLERK OF CIRCUIT COURT,
OKALOOSA COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

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

LEGEND

R/W = RIGHT-OF-WAY	P.I. = POINT-OF-INTERSECTION
CL = CENTERLINE	O.R. = OFFICIAL RECORDS
P.O.C. = POINT-OF-COMMENCEMENT	FIP = FOUND IRON PIN
P.O.B. = POINT-OF-BEGINNING	SIP = SET IRON PIN (#7237)
(P) = PLAT DATA	FCM = FOUND CONCRETE MONUMENT
(F) = FIELD DATA	SCM = SET CONCRETE MONUMENT
(D) = DESCRIPTION DATA	PCP = PERMANANT CONTROL POINT
D = DELTA ANGLE	PC = POINT OF CURVATURE
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PSM

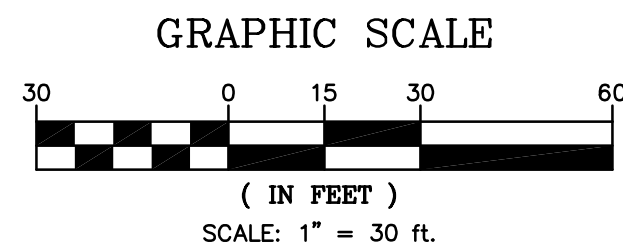
PASCOE SURVEYING & MAPPING, INC.
13 TWISTED OAK TRAIL
SHALIMAR, FLORIDA 32679
PHONE: 850-661-4200
FAX: 850-661-4222
EMAIL: brian@pascoesurveying.com
CERTIFICATE OF AUTHORIZATION No. 7237

CEI

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
E-MAIL: cei@choctaweng.com
TELEPHONE: 850-862-6611
FAX: 850-862-8059
LB #1532

GARDEN VILLA TOWNHOMES

A RESUBDIVISION OF LOTS 1 THROUGH 10, BLOCK ONE
OF OAKDALE MINIATURE FARMS (PLAT BOOK 1, PAGE 129)
IN SECTION 04, TOWNSHIP 3 NORTH, RANGE 23 WEST,
CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA



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BUILDING SETBACKS:

FRONT = 20.0 FEET
SIDE = 7.5 FEET
REAR = 15.0 FEET

NOTES:

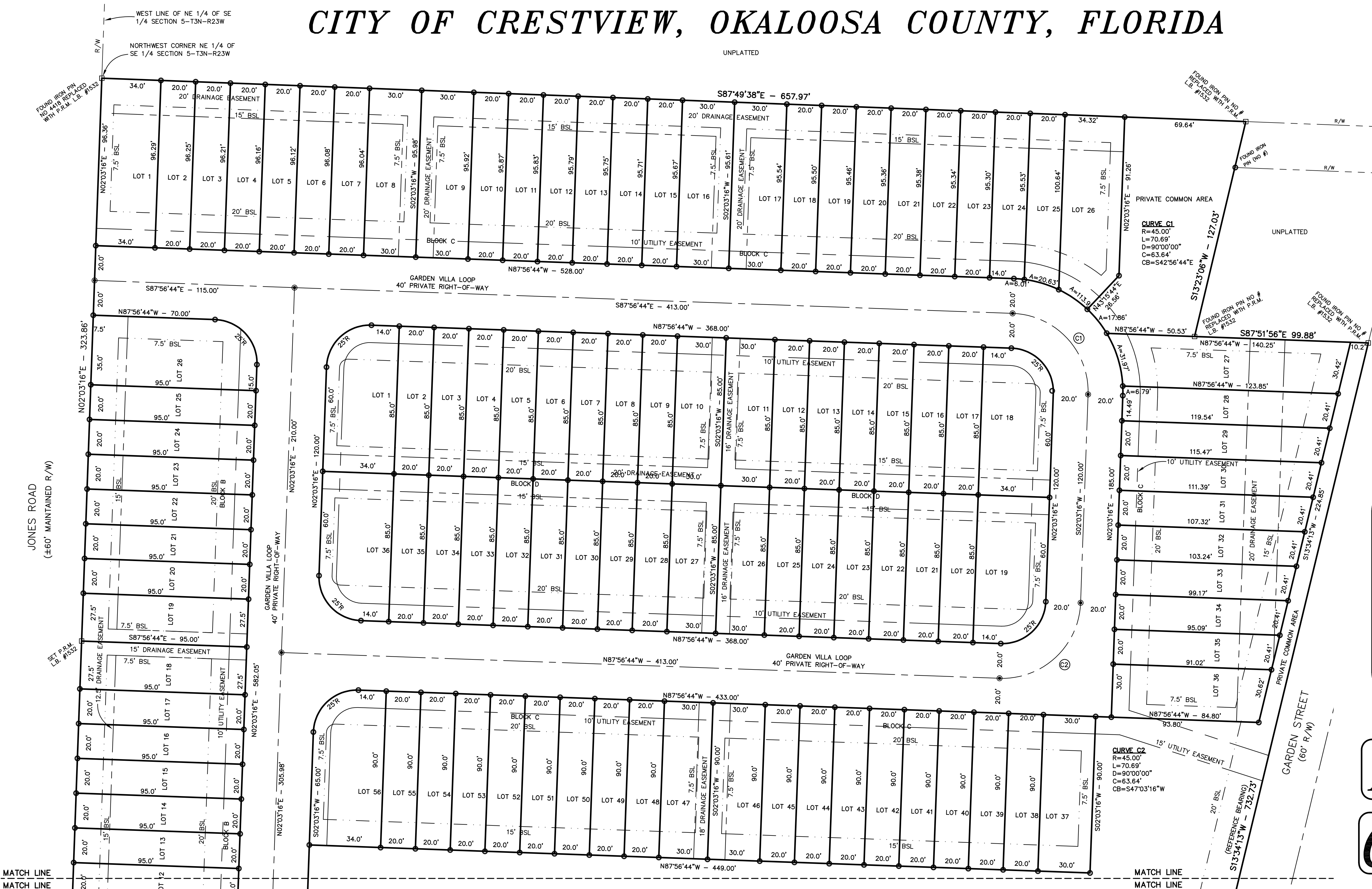
- DENOTES SET (UNLESS OTHERWISE NOTED) 4"x4" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M., LB 1532)
- DENOTES SET IRON PIN "7237", 5/8"-DIA. TYPICAL.

LEGEND

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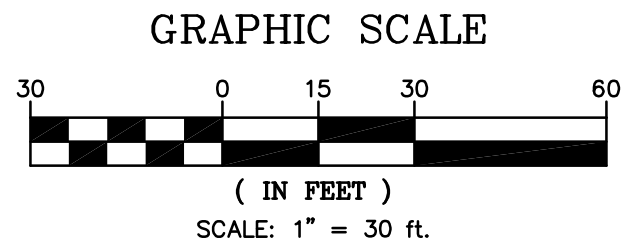
PSM PASCOE SURVEYING & MAPPING, INC.
13 TWISTED OAK TRAIL, SHALIMAR, FLORIDA 32079
PHONE: 850-651-4200
FAX: 850-651-4222
EMAIL: brian@pascoesurveying.com
CERTIFICATE OF AUTHORIZATION No. 7297

CEI CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE, FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
E-MAIL: cei@choctaweng.com LB #1532



GARDEN VILLA TOWNHOMES

A RESUBDIVISION OF LOTS 1 THROUGH 10, BLOCK ONE
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IN SECTION 04, TOWNSHIP 3 NORTH, RANGE 23 WEST,
CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA



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SIDE = 7.5 FEET
REAR = 15.0 FEET

NOTES:

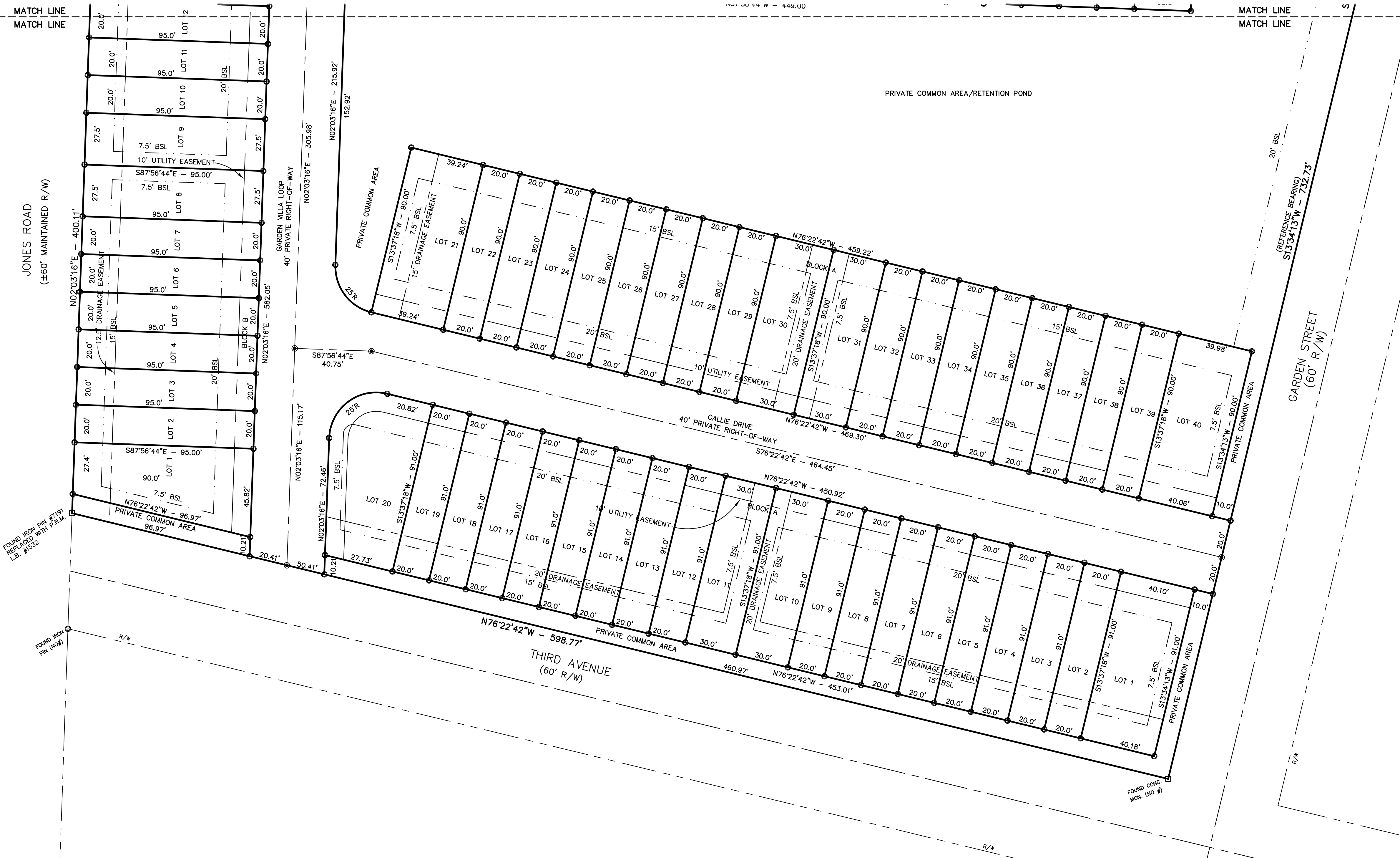
- DENOTES SET (UNLESS OTHERWISE NOTED) 4"x4" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M., LB 1532)
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FORT WALTON BEACH, FLORIDA 32547 FAX: 850-863-8059
E-MAIL: cei@choctaweng.com LB #1532



MEMORANDUM OF UNDERSTANDING

December 20, 2023

Subject: **Garden Villa Townhomes (the Development)**
City of Crestview, Florida & Coastal Palms Partners 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 Garden Villa Townhomes (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 \$73,600.00 to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

Coastal Palms Partners LLC

BY: J.B. Whitten, Mayor


BY: Keith Clark, Title Manager

Maryanne Schrader, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

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, CDS Planning Administrator
DATE: 2/7/2024
SUBJECT: Preliminary/Conceptual Plat and MOU - Brett Street Townhomes

BACKGROUND:

Staff received the initial application for the Brett Street Townhomes Subdivision on October 10th, 2023. It has since gone through staff review and all major comments have been addressed. The remaining comments are not expected to affect the overall layout and scope proposed on the provided preliminary plat documents.

DISCUSSION:

This townhouse subdivision is proposed northeast of the intersection of S Brett Street and E Cane Avenue, southeast of Southside School. The townhomes within this subdivision will connect to both S Brett Street and E Cane Avenue. The subdivision proposes 9 lots, which is within the allowed density provided by the zoning district (Mixed Use) and future land use designation (Mixed Use), which provide for a maximum of 10.6 units.

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 off the the number of trips provided in the traffic study that was included with the development application. The MOU provides for an amount of \$3,750.00, and will require signature from the mayor if approved.

The Planning and Development Board recommended approval of the plat on February 5th, 2024.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

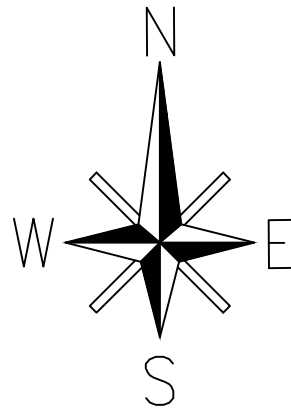
Approval of the preliminary plat will lead to the development of a subdivision that will have a positive future impact, including: impact fees, building permit fees and utility usage fees. Approval of the MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Brett Street Townhomes Preliminary Plat and to approve the Memorandum of Understanding to forward to the Mayor and City Clerk for signature.

Attachments

1. 9.0 - Brett St Preliminary Plat
2. Brett Street Townhomes Traffic MOU



NORTH PER R/W LINE OF BRETT STREET AS N40°00'00"W (ASSUMED)

PRELIMINARY PLAT BRETT STREET TOWNHOMES
A TOWNHOUSE SUBDIVISION SITUATED IN SECTION 17, TOWNSHIP 3
NORTH, RANGE 23 WEST, CITY OF CRESTVIEW,
OKALOOSA COUNTY, FLORIDA
OCTOBER 2023



LEGAL DESCRIPTION: (AS RECORDED IN BK: 3682, PG: 4583)
LOTS 3 AND 4, BLOCK 141, MAP OF CRESTVIEW FLORIDA,
ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1,
PAGE 72 OF SAID TOWN BY T. W. COLEMAN AND ON FILE IN THE
OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA
COUNTY, FLORIDA.

- LEGEND
- SET 4"x4" CONCRETE MONUMENT NO. 6112
 - SET 1/2" CAPPED IRON ROD NO. LB 6112

°	Degree	P.R.C.	Point of Reverse Curvature	B.S.L.	Building Setback Line	H/T	Hub and Tick
'	Feet or Minutes	P.C.C.	Point of Compound Curvature	D	Deed	C.M.	Concrete Monument
"	Inches or Seconds	P.R.M.	Permanent Reference Monument	F	Field	O.P.	Offset Point
N	North	R/W	Right of Way	F	Field	O.H.W.	Overhead Utility Wire
S	South	R.P.	Radius Point	P.O.C.	Point of Commencement	C.P.	Concrete or Pavement
E	East	Δ	Central Angle	P.O.B.	Point of Beginning	W.D.	Wood Decking
W	West	R	Radius	I.R.	Iron Rod	C.A.	Covered Area
P.C.P.	Permanent Control Point	L	Length of Arc	C.I.R.	Capped Iron Rod	---	Wire of Chain Link Fence
P.T.	Point of Tangency	C	Chord	I.P.	Iron Pipe	---*	Wooden Privacy Fence
P.C.	Point of Curvature	C.B.	Chord Bearing	N/D	Nail and Disk		

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REVISIONS	F.B./P.G.	FIELD DATE	ISSUE DATE	D/B	Butler & Associates of Pensacola, Inc. Professional Surveyors and Mappers COMMERCIAL • RESIDENTIAL • BOUNDARY • TOPOGRAPHIC • MORTGAGE SURVEYS 2420 EAST OLIVE ROAD, SUITE "A" PENSACOLA, FLORIDA 32514 TELE: (850)-476-4768 FAX: (850)-476-4945	TYPE SURVEY PRELIMINARY PLAT BRETT STREET TOWNHOMES	SCALE: 1" = 20' ISSUE DATE: 10/13/23 FIELD DATE: N/A ORDER NO: 23-06-059 FIELD BOOK: N/A DRAWN BY: MAT	SURVEYORS' CERTIFICATE I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CARE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES. WILLIAM T. BUTLER REGISTERED LAND SURVEYOR NO. 3774	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER Florida Corporate No. LB 6112

MEMORANDUM OF UNDERSTANDING

January 4, 2024

Subject: **Brett Street Townhomes (the Development)**
City of Crestview, Florida & Phillips Homes, LLC (the Developer)

Based upon the City of Crestview Engineering Standards Manual Chapter 5, this Memorandum of Understanding is in reference to the proposed Brett Street Townhomes (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 \$3,750 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

Phillips Homes, LLC



BY: Patrick Davis, Title Manager



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

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, CDS Planning Administrator
DATE: 2/7/2024
SUBJECT: Preliminary/Conceptual Plat and MOU– Harrisburg Estates Phases 2-4

BACKGROUND:

Staff received the initial application for the Harrisburg Estates Phases 2-4 Subdivision in December 2022. It has since gone through staff review and all major comments have been addressed. The remaining comments are not expected to affect the overall layout and scope proposed on the provided preliminary plat documents.

DISCUSSION:

This subdivision is proposed on 35.77 acres between Creek Dr and Old Bethel Road, north of Tallokas Road. This subdivision will connect to both Brendas Way to the west and Ridge Lake Road at the east. The subdivision proposes 72 lots, which is within the allowed density provided by the zoning district (R-1 Single Family Low Density) and future land use designation (Residential), which provide for a theoretical maximum of 143 units at 4 units per acre.

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 off the the number of trips provided in the traffic study that was included with the development application. The MOU provides for an amount of \$37,700.00, and will require signature from the mayor if approved.

The Planning and Development Board recommended approval of the plat on February 5th, 2024.

GOALS & OBJECTIVES

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

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

Financial Sustainability- Achieve long term financial sustainability

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

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

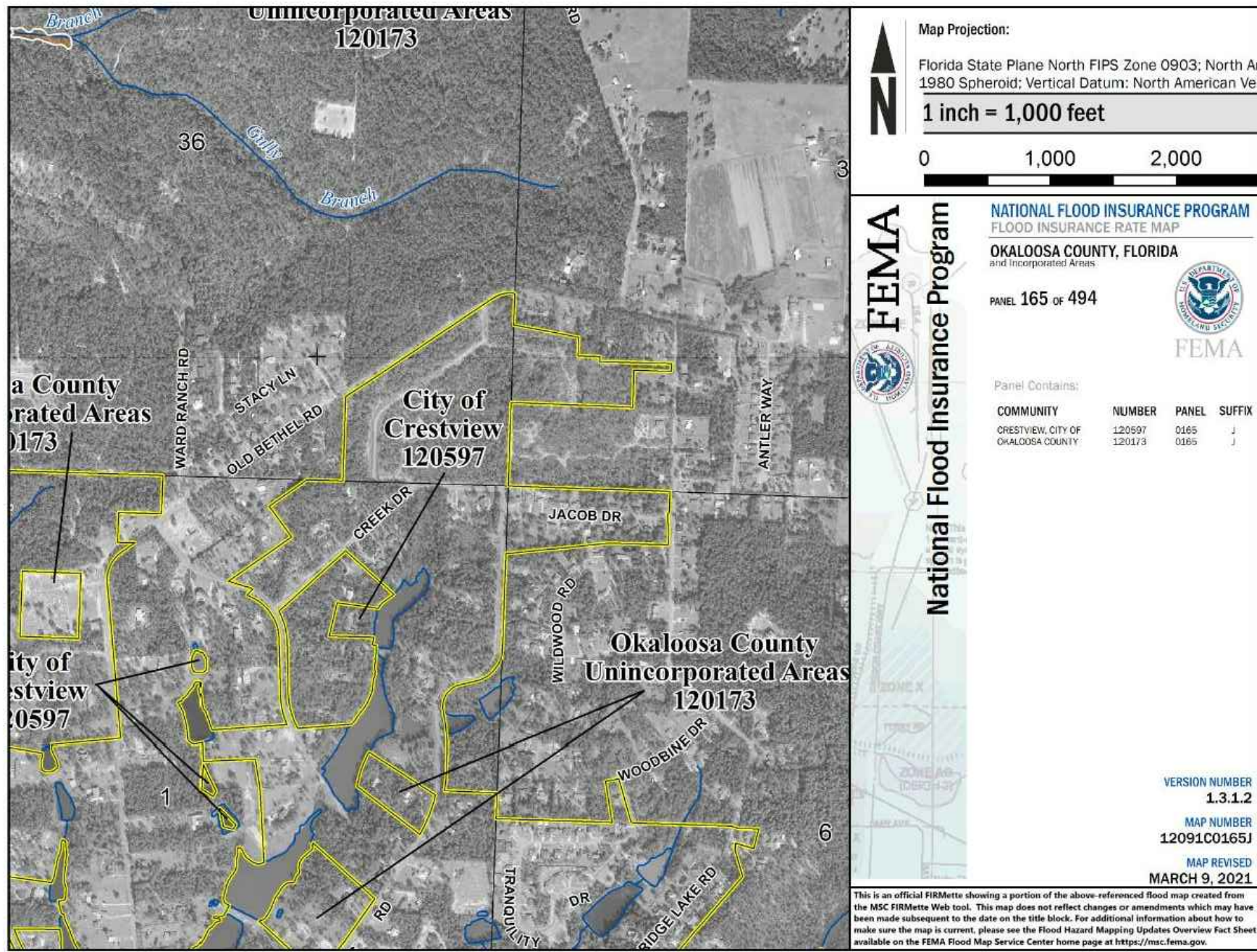
Approval of the preliminary plat will lead to the development of a subdivision that will have a positive future impact, including: impact fees, building permit fees and utility usage fees. Approval of the MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Harrisburg Estates Phases 2-4 Preliminary Plat and to approve the Memorandum of Understanding to forward to the Mayor and City Clerk for signature.

Attachments

1. PRELIMINARY PLAT_HARRISBURGE PHASE II, III & IV_1-31-24
2. Harrisburg Traffic MOU



PRELIMINARY PLAT

for

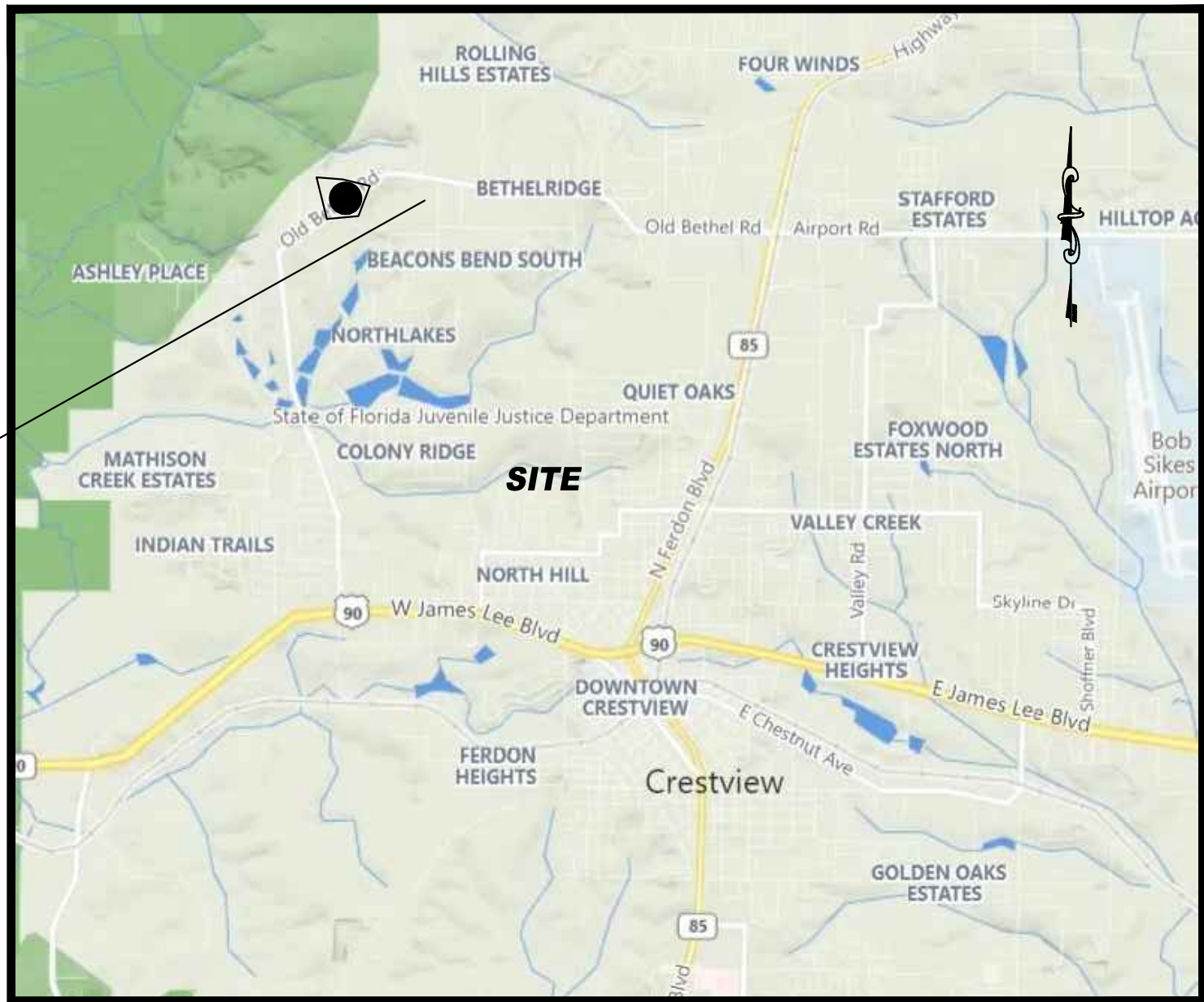
HARRISBURG PHASES II, III & IV

CRESTVIEW, FL

PORTION OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 24 WEST
PORTION OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 23 WEST

PREPARED FOR:
HARRIBURG LLC
126 COVINGTON STREET
PANAMA CITY BEACH, FL 32423

CONTACTS
DOUG HARRIS (850)259-2683



VICINITY MAP

N.T.S.

LOCATED IN
SECTION 31, TOWNSHIP 4 NORTH, RANGE 23 WEST
OKALOOSA COUNTY, FLORIDA
Co: LONGITUDE = 34.2895, LATITUDE = 84.4324

DESIGNED BY:
GREYDEN ENGINEERING, LLC

2106 MACY DRIVE
ROSWELL, GA 30076
(770) 573-4801

ENGINEERING CONTACT: RALPH A. DAVIA, P.M. ; TODD ROGERS, P.E.



REFERENCE DOCUMENTS		ORIGINAL DATE
ITEM	FIRM	DATE
BOUNDARY SURVEY	FGS-SURVEYORS	06/18/2021
TOPOGRAPHIC DATA	FGS-SURVEYORS	06/18/2021

INDEX TO DRAWINGS

SHEET NO.	TITLE
C000	COVER SHEET
C001	SPECIFICATION
C002	SPECIFICATION
C003	SPECIFICATION
C004	PHASE PLAN
C200	OVERALL SITE PLAN
C201	SITE PLAN
C202	SITE PLAN
C203	PARCEL, LINE AND CURVE TABLES
C300	OVERALL GRADING AND DRAINAGE PLAN
C301	GRADING AND DRAINAGE PLAN
C302	GRADING AND DRAINAGE PLAN
C303	POND DETAILS
C400	EROSION CONTROL PLAN
C500	OVERALL WATER UTILITY PLAN
C501	WATER PLAN
C502	WATER PLAN
C600	ROAD PROFILES
C601	ROAD PROFILES
C700	STORM PROFILES
C701	STORM PROFILES
C702	PIPE CHARTS
C901	CONSTRUCTION DETAILS
C902	CONSTRUCTION DETAILS
C903	CONSTRUCTION DETAILS
C904	CONSTRUCTION DETAILS
C905	CONSTRUCTION DETAILS

NO PORTIONS OF THE SITE ARE LOCATED WITHIN A FLOOD HAZARD AREA "A" OR "AE" AS DEFINED BY FIRM COMMUNITY PANEL NO. 12091C0165J FOR OKALOOSA COUNTY, FLORIDA DATED MARCH 9, 2021

DEVELOPMENT DATA:

- PROPERTY OWNER(S):
PARCEL ID: 36-4N-24-0000-0002-001C
36-4N-24-0000-0002-001B
31-4N-23-0000-0022-0000
OWNER: HARRISBURG, LLC
HARRISBURG, LLC
HARRISBURG, LLC
- SUBDIVISION CONFIGURATION:
A. LOCATION: CREEK DRIV, CRESTVIEW FL
B. TOTAL PROJECT AREA: 35.77 ACRES
C. EXISTING ZONING: R-1
D. FLU DESIGNATION: RESIDENTIAL (R)
E. TYPE OF SUBDIVISION: SINGLE FAMILY RESIDENTIAL DETACHED-SINGLE FAMILY
F. NUMBER OF LOTS: 72
G. SITE DENSITY MAXIMUM: 4 UNITS/AC
H. PROPOSED SITE DENSITY: 2.01 UNITS/AC
I. PROPOSED # OF BEDROOMS: 4
J. MINIMUM LOT SIZE: 10,000 SF
K. DATUM: NAD83
L. TYPE OF STREETS: NAD
M. RIGHT-OF-WAY WIDTH: 50'
N. PAVEMENT WIDTH: 28' BC-BC
O. SETBACKS: FRONT: 30', REAR: 25', SIDE: 10'

- SPATIAL REFERENCES
HORIZONTAL REFERENCE: NAD83 FLORIDA STATE PLANES, NORTH ZONE
VERTICAL REFERENCE: NAVD 88

THERE ARE WETLANDS LOCATED ON THE PROPOSED SITE.

LIGHTING NOTE

- LIGHTING SHALL BE DESIGNED TO SHINE DOWNWARD AND NOT SKYWARD.
- LIGHTING SHALL BE SHIELDED TO AVOID GLARE AND DIRECT ILLUMINATION OF ADJACENT PROPERTIES.
- ONLY FULL-CUT OFF LIGHTING FIXTURES SHALL BE PERMITTED.
- LIGHTING SHALL NOT CREATE GLARE OR OTHER HINDERANCE TO ANY ROADWAYS AND DRIVERS.
- LIGHTING WITHIN A SUBDIVISION, THE LIGHT POLES MUST BE IN PLACE AT THE TIME OF INFRASTRUCTURE INSTALLATION, BEFORE THE FINAL PLAT IS RECORDED. THE LIGHT FIXTURES SHALL BE IN PLACE AND OPERATIONAL BEFORE EACH RESIDENCE RECEIVES A CO. IN ADDITION, ALL LIGHTING SHALL BE IN PLACE AND OPERATIONAL PRIOR TO THE END OF THE APPLICABLE WARRANTY PERIOD.
- STREETS LIGHTS WITHIN RESIDENTIAL ZONES MUST HAVE A SPACING OF NO MORE THAN 400 FEET.

TREE NOTE

- EACH LOT MUST REPLANT ONE TREE LISTED ON THE PROTECTED TREE LIST OR TREE REPLANT LIST, WITH SUCH REPLACEMENT TREE MEASURING A MINIMUM OF 1.5 INCHES DBH.

ALL EASEMENTS, COMMON AREAS AND STORMWATER AREAS TO BE DEDICATED TO THE HOA AT TIME OF FINAL PLATTING. THE HOA WILL BE RESPONSIBLE FOR ALL MAINTENANCE ON THESE AREAS.

A RECREATION FACILITIES ASSESSMENT EQUAL TO 5% OF THE PREDEVELOPMENT LAND VALUE ACCORDING TO THE PROPERTY APPRAISER SHALL BE DUE PRIOR TO THE ISSUANCE OF A PRELIMINARY DEVELOPMENT ORDER.



SOIL MAP

N.T.S.

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Lakeland sand, 5 to 12 percent slopes	4.4	3.5%
16	Lucy loamy sand, 0 to 5 percent slopes	17.9	14.1%
20	Udorthents, nearly level	7.5	5.9%
23	Troup sand, 0 to 5 percent slopes	58.7	48.2%
24	Troup sand, 5 to 8 percent slopes	3.8	3.0%
25	Troup sand, 8 to 12 percent slopes	19.1	15.1%
43	Kinston, Johnston, and Bibb soils, frequently flooded	7.4	5.8%
44	Leaffield-Silston complex, 0 to 5 percent slopes	0.9	0.7%
51	Troup-Orangeburg-Cowarts complex, 5 to 12 percent slopes	7.3	5.7%
Totals for Area of Interest		126.9	100.0%

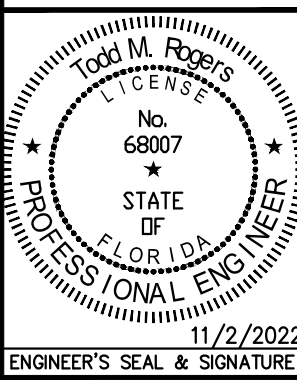
REVISIONS	
DATE	DESCRIPTION
11/3/2022	SUBMITTAL #1
8/11/2023	SUBMITTAL #2
11/2/2024	SUBMITTAL #3

CLIENT
HARRISBURG LLC

126 COVINGTON STREET
PANAMA CITY BEACH, FL 32413

GREYDEN
ENGINEERING

12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362
REGISTRY NO. 35378



HARRISBURG PHASE II, III AND IV
CITY OF CRESTVIEW, FLORIDA

COVER SHEET

DATE	11/3/22
JOB NO.	21-010
DRAWN	TJG
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C000

1 SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

- All street rights-of-way.
- All areas where excavation or embankment are to take place.
- Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

1.1 SCOPE:

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above grade improvements.
- Removing below grade improvements.

1.2 JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and/or Local approving authority.

Clearing and Protection in Construction Areas: Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on project site.

Restore damaged improvements to original condition as acceptable to the Owner.

1.3 LIMITATIONS:

Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
- Essential grade changes.
- Surface water drainage and utility installation.
- Location of driveways, buildings, and required parking.

1.4 CLEARING AND GRUBBING:

Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

1.5 FILLING:

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

1.6 REMOVAL OF IMPROVEMENTS:

Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

1.7 DISPOSAL OF WASTE MATERIALS:

No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis, and dispose of off-site in an approved area.

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

Section 120 of the Florida D.O.T. Specification. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined to AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the Contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

2.2 SOIL CEMENT BASE:

The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the Contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when so squeezed. This requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint, the highest moisture content should be maintained that permits packing and finishing without surface checking, shoving or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at a rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

2.3 SAND-CLAY BASE COURSE:

The following tests shall be performed prior to placing the material on the roadbed:

Composition and gradation	Percent of material passing the 10-mesh sieve
Clay (material smaller than 0.005mm)	8 to 21
Silt (material from 0.005 to 0.005mm)	0 to 10
Combined clay and silt	8 to 25
Limerock Bearing Ration Value (LBR)	Of at least 75
Liquid Limit	Not greater than 25
Plasticity Index	Not greater than 6

The results of these tests shall be submitted to the engineer for approval. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or fraction thereof.

Note: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

2.4 LIMEROCK BASE COURSE:

Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

Test	Requirement
Liquid Limit	Less than 35
Plastic Index	Non-Plastic
Gradation	97% passing 3.5 inch sieve
Limerock Bearing Ratio	Not less than 100

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each days compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

2.5 GRADED AGGREGATE BASE COURSE:

Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

- Soundness Loss, Sodium, Sulfate: AASHTO T-104.
- Percent Wear: AASHTO T-96 (Grading A).
- Sieve Analysis.
- Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

2.6 ASPHALT BASE COURSE:

Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The minimum Marshall stability shall be 1000 lbs./sq. in. as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

3.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
Section 901	Course Aggregate
Section 902	Fine Aggregate
Section 916	Bituminous Materials
Section 917	Mineral Filler
Section 300	Bituminous Treatments, Surface Courses and Concrete Pavement
Section 331	Type 5 Asphalt Concrete

American Society for Testing and Materials (ASTM) Publications:	
D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457mm) Drop.
D 1557	Marshall Stability Mix Design

3.3 SUBMITTALS:

Asphalt Design Mix: Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.

Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

Asphalt extraction tests.

Aggregate gradation tests.

Marshall stability tests.

3.4 JOB CONDITIONS:

Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

3.5 MATERIALS:

Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with Section 917 of the Florida D.O.T. Specification.

Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with Section 916 of the Florida D.O.T. Specification.

Course Aggregate: Comply with Section 901 of the Florida D.O.T. Specification.

Fine Aggregate: Comply with Section 902 of the Florida D.O.T. Specification.

Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida D.O.T. Specifications.

Asphaltic Concrete Design Mixes: Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida D.O.T. Specifications.

Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida D.O.T. Specifications.

Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida D.O.T. Specifications.

Percent bitumen by weight of total weight mix: 5.0 - 8.5.

Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.

Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and gradations which meet Florida D.O.T. Specifications and exhibit satisfactory record on previous installations.

3.6 BASE COURSE PREPARATION:

Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.

Remove loose material from compacted base material surface immediately before applying prime coat.

Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

Prime Coat:

- Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
- Apply bituminous prime coat in accordance with Section 300 of Florida D.O.T. Specifications.
- Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
- Cure and dry as long as necessary to attain penetration and evaporation of volatile.

Tack Coat:

- Tack coat shall be applied in accordance with Section 300 of Florida D.O.T. Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
- Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or later of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
- Distribute at rate of 0.08 ga./sq. yd. of surface.
- Allow to dry until at proper condition to receive paving.

3.7 PLACING ASPHALT MIX:

Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:

- When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
- When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
- When ambient temperature is higher than 60 degrees F: 275 degrees F.

Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing:

- Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
- After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

Joints:

- Construct joints between old and new pavements as detailed in the plans.
- Joints between successive days work shall be constructed to ensure continuous bond between adjoining work.
- Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
- Clean contact surfaces and apply tack coat.

3.8 COMPACTION:

Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559. Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling:

- Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
- Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot.
- Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling:

- Perform finish rolling while mixture is still warm enough for removal of roller marks.
- Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching:

- Remove and replace paving areas mixed with foreign materials and defective areas.
- Cut out such areas and fill with fresh, hot asphalt concrete.
- Compact by rolling to maximum surface density and smoothness.

Protection:

- After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 FIELD QUALITY CONTROL:

An independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.

Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.

Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida D.O.T. Specifications.

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

This section includes sidewalks, curbs, and miscellaneous concrete pavement.

4.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
Section 345	Portland Cement Concrete
Section 350	Cement Concrete Pavement
Section 520	Concrete Gutter, Curb Elements and Traffic Separator
Section 931	Metal Accessory Materials for Concrete Pavement and Concrete Structures

American Society for Testing and Materials (ASTM) Publications:

A 615	Deformed and Plain Ribbed Steel Bars for Concrete Reinforcement
D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457mm) Drop.
D 1751	Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

4.3 SUBMITTALS:

Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

4.4 MATERIALS:

Forms:

- Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removed.
- Use straight forms, free of distortion and defects.
- Use flexible spring steel forms or laminated boards to form radius bends as required.

Form Release Agent:

- Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

Welded Wire Mesh:

- Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground.
- Wire fabric shall comply with Sections 931 of the Florida D.O.T. Specifications.

Reinforcing Bars:

- Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida D.O.T. Specifications.

Concrete Materials:

- Comply with requirements of Sections 345 and 350 of the Florida D.O.T. Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

Joint Fillers:

- Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751. Joint fillers shall comply with Section 932 of the Florida D.O.T. Specifications.

4.5 MIXING:

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:

- Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
- Slump Range: 3" - 5".
- Air Content: 3% to 6%.

4.6 PREPARATION:

Surface Preparation:

- Remove loose material from compacted base material surface immediately before placing concrete.
- Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D 1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

4.7 CONCRETE INSTALLATION:

Form Construction:

- Set forms to required grades and lines, rigidly braces and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to following tolerances: Top of forms not more than 1/8" in 10'-0". Vertical face on longitudinal axis, not more than 1/4" in 10'-0". Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Reinforcement:

- Locate, place, and support reinforcement to ensure compliance with plans.

Concrete Placement:

- Comply with requirements of Sections 345, 350, and 520 of Florida D.O.T. Specifications for mixing and placing concrete.

Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

Curbs and Gutters:

Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

4.8 JOINT CONSTRUCTION:

Construct expansion, weakened-plane (Contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

Weakened-Plane (Contraction) Joints:

- Provide weakened-plane (contraction) joints, sectioning concrete into areas at 15'-0" o.c. maximum each way. Sidewalks shall have contraction joints at 5'-0" o.c.
- Construct weakened-plane joints for depth equal to at least 1/4 concrete thickness.

Tooled Joints:

Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.

REVISIONS

DATE	DESCRIPTION
11/3/2022	SUBMITTAL #1
8/1/2023	SUBMITTAL #2
1/2/2024	SUBMITTAL #3

CLIENT

HARRISBURG LLC

1206 CONINGTON STREET
PANAMA CITY BEACH, FL 32413

GREYDEN

N G I N E E R I N G

12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362
REGISTRY NO. 35378

100% COMPLETE

NO. 68007

STATE OF FLORIDA

PROFESSIONAL ENGINEER

11/2/2022

ENGINEER'S SEAL & SIGNATURE

HARRISBURG PHASE II, III AND IV

CITY OF CRESTVIEW, FLORIDA

SPECIFICATIONS

DATE	11/3/22
JOB NO.	21-010
DRAWN	TJG
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C001

CLOSEOUT & FINAL ACCEPTANCE

1. General Requirements

In order for a development to be accepted by the Public Services Department the following criteria must be met:

- A. All work shall be in accordance the City of Crestview's Engineering Standards Manual.
- B. The engineer of record shall provide a signed & sealed letter certifying that all development improvements are complete and constructed per plans, that all required local, state & federal permits were obtained, and notes any deviations from the approved plans with explanations. All deviations shall be shown on the as-built drawings and may require backup calculations and documentation.
- C. All infrastructure improvements (streets, water, sewer, stormwater, etc.) to be accepted by the City for perpetual maintenance shall meet the testing requirements called for in the City's Engineering Standards Manual, the City's Standard Utility Specifications, and any other specifications and standards referenced in the Engineering Standards Manual.
- D. Roadway test results are required for both public and private streets.
- E. All underground utilities to be accepted by the City for perpetual maintenance shall be inspected by the City prior to burial.
- F. Water and sewer lines must be cleared for use by the Florida Department of Environmental Protection.
- G. Gravity sewer lines to be accepted by the City for perpetual maintenance shall be inspected by Video camera and one copy of the video record provided to the Public Services Department. Any problems revealed by the video shall be corrected by the Contractor/Developer, to the satisfaction of the Public Services Department.

2. Testing

It is the contractor's responsibility to provide the City all roadway test results which will include compaction tests for the subgrade, compaction and thickness of the base, and core samples of the asphalt. All tests are to be taken immediately before the next layer of the road cross section is installed. Any deficiencies must be corrected and retested before proceeding. Testing must be performed by a qualified geotechnical firm. Frequencies are as follows:

- A. Curb-pad: Test at 300-foot intervals, alternating from left side to right side and any other locations as directed by the City.
 - B. Subgrade: Test at 300-foot intervals, alternating from left side to centerline to right side with additional tests at all intersections, cul-de-sacs, manholes, inlets, drainage structures and any other locations as directed by the City.
 - C. Base: Test at 200-foot intervals, alternating from left side to centerline to right side with additional tests at all intersections, cul-de-sacs, and other locations as directed by the City.
 - D. Asphalt: Test at 300-foot intervals, alternating from left side to centerline to right side with additional tests at all intersections, cul-de-sacs, and other locations as directed by the City.
- The City has the authority to require additional testing due to weather conditions.

3. As-Built Record Drawings

Upon completion of a development, the Contractor shall produce and submit a set of as-built record drawings prepared by a Florida Registered Land Surveyor or the Engineer of Record. The amount of detail on the record drawings shall include but is not limited to graphic scale, building footprints, grades and contours, streets and parking lots, stormwater management systems, underground and overhead utilities, appurtenances, and any other information deemed necessary by the City. The acceptance of the record drawings by the City does not release the Contractor from the liability of the construction. The City reserves the right to verify the record drawings prior to acceptance.

- A. One hard copy and one electronic copy in the latest AutoCAD format of the as-built drawings shall be provided to the Public Services Department.
- B. As-built drawings for utilities (stormwater, water and sewer) to be accepted by the City for perpetual maintenance shall contain the following:
 - 1. Pipe sizes, materials, locations, slopes and inverts.
 - 2. Manholes and drainage structures (inlets, risers, junction boxes, MES's, etc.) locations along with top and invert elevations.
 - 3. Water and sewer service line locations with a measurement for each off a known location.
 - 4. Locations of fire hydrants, valves, meters, backflow preventers, and any other appurtenances.An ESRI comparable Shapefile is also required for the above-mentioned utilities. Shapefiles should include horizontal and vertical datum information.

4. Closeout Checklist

Before any Certificate of Occupancy (C.O.) can be issued or Final Plat recorded the City must receive the following items (if applicable):

- 1. Engineer of Record's Certification of Improvements and Permits.
- 2. As-Built Record Drawings.
- 3. Roadway Test Results.
- 4. Video Record of Sewer Lines.
- 5. FDEP Clearance Letters for both Water & Sewer.
- 6. Written Acknowledgement from FDOT that all Permit Conditions (Driveway, Drainage, Utility) have been met and accepted.
- 7. Copy of the ERP Certification and Request for Conversion to Operation to NWFWMMD.
- 8. Written Acknowledgement from all Jurisdictional Agencies that all Wetland Permit Conditions have been met and accepted.

Written explanations are required for the above items that are not applicable. Items 1 through 4 must be received prior to requesting a final inspection. Upon request the City will conduct a final inspection and any deficiencies must be corrected before acceptance.

REVISIONS	
DATE	DESCRIPTION
11/3/2022	SUBMITTAL #1
8/1/2023	SUBMITTAL #2
1/2/2024	SUBMITTAL #3

CLIENT

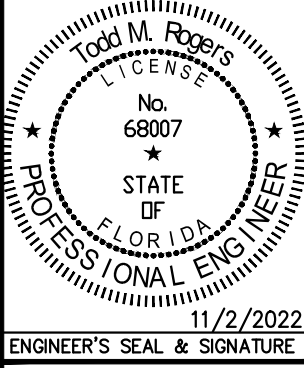
HARRISBURG LLC

126 COVINGTON STREET
PANAMA CITY BEACH, FL 32413

GREYDEN

ENGINEER

12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362
REGISTRY NO. 35378

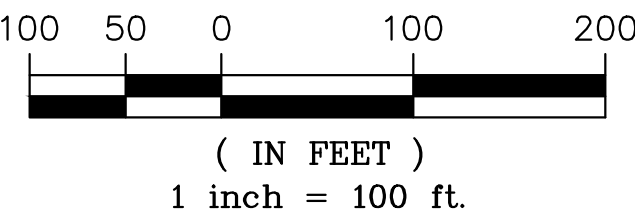
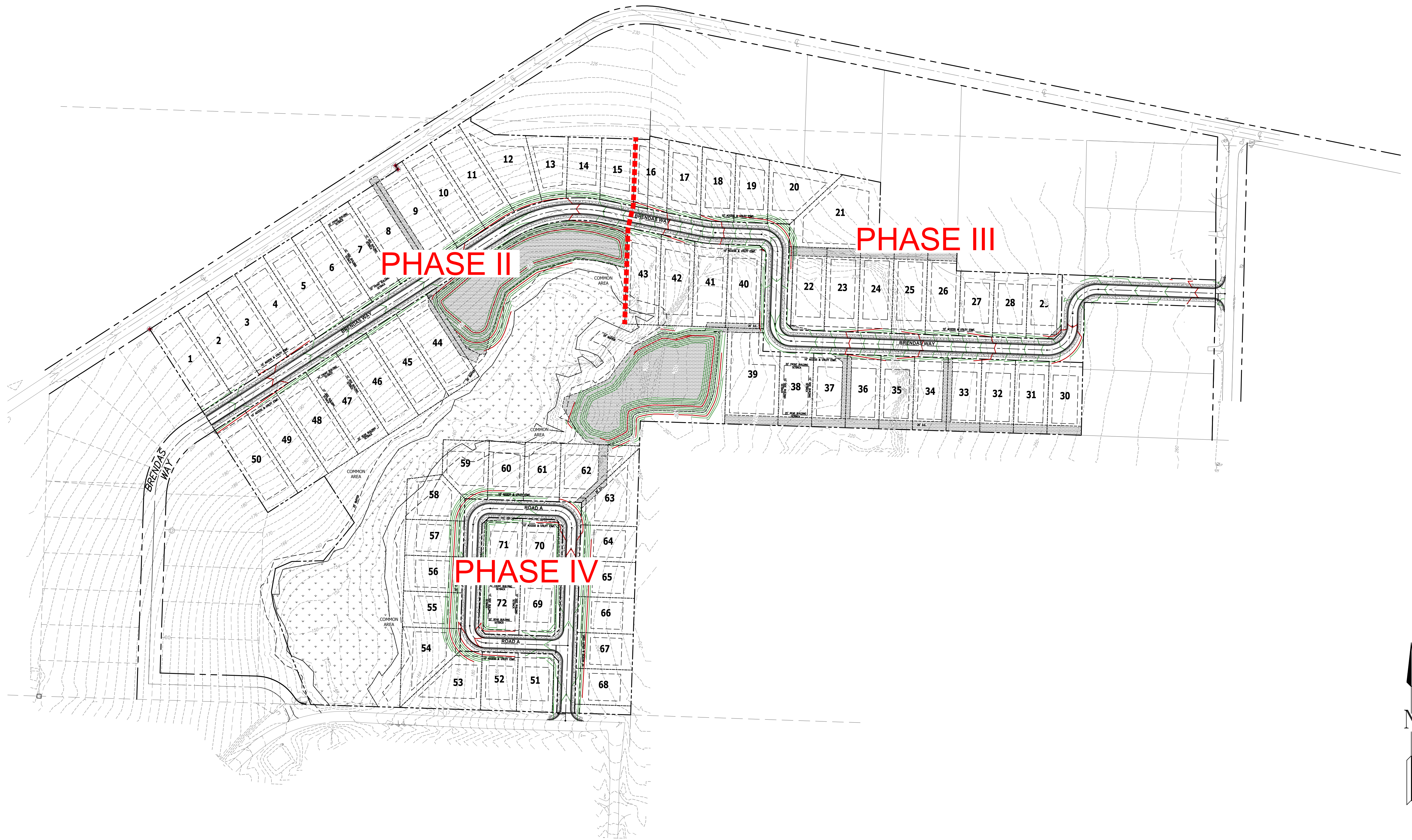


HARRISBURG PHASE II, III AND IV

CITY OF CRESTVIEW, FLORIDA

SPECIFICATIONS

DATE	11/3/22
JOB NO.	21-010
DRAWN	TJG
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C002



REVISIONS	
DATE	DESCRIPTION
11/3/2022	SUBMITTAL #1
6/11/2023	SUBMITTAL #2

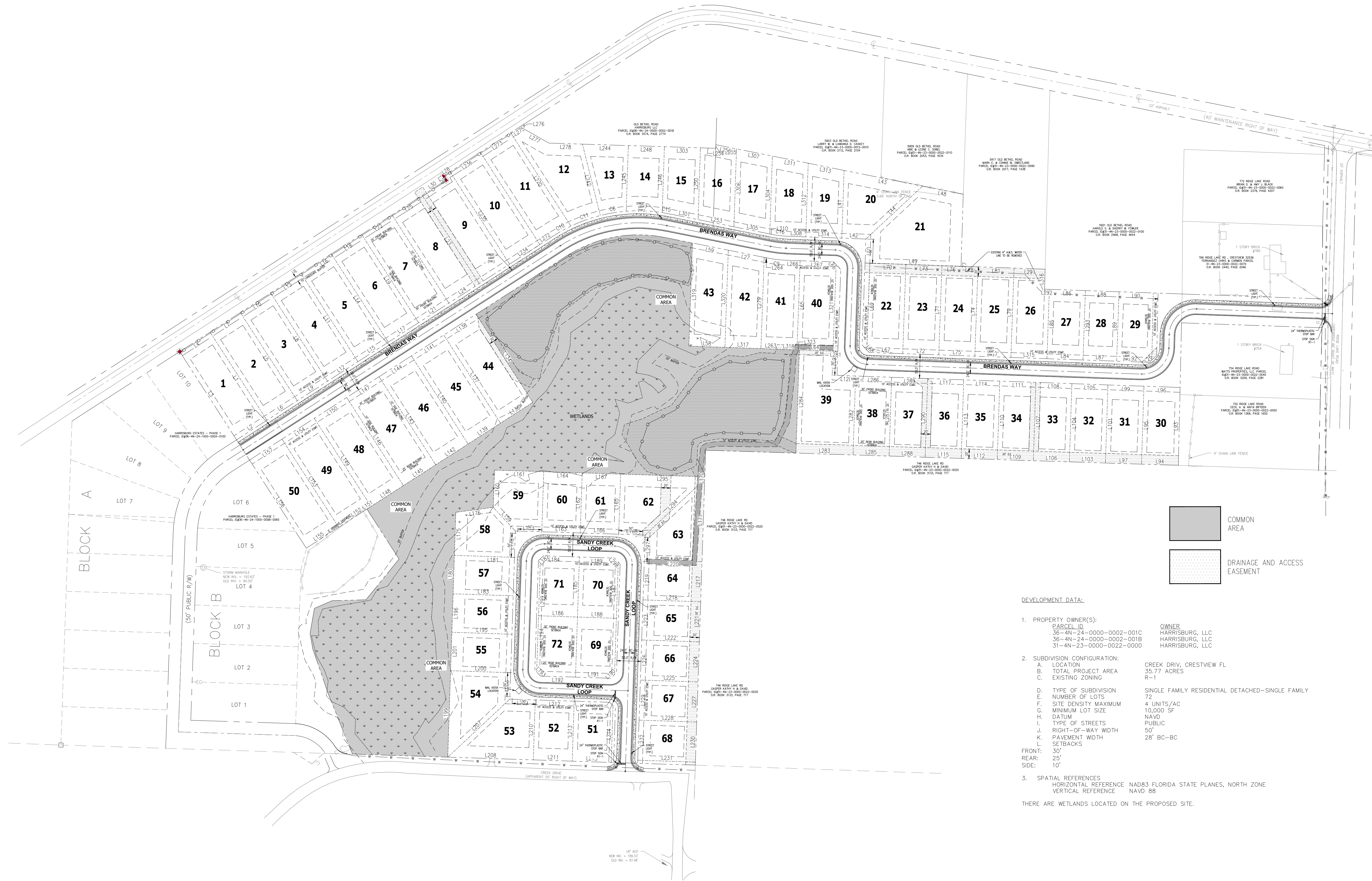
CLIENT	HARRISBURG LLC	126 COVINGTON STREET PANAMA CITY BEACH, FL 32413

GREYDEN ENGINEERING	12460 Crabapple Road, Ste. 202-347 Alpharetta, Georgia 30004 PH: 770-573-4801 FAX: 678-302-6362 REGISTRY NO. 35378

100 M. R. 68007 STATE OF FLORIDA PROFESSIONAL ENGINEER 11/2/2022 ENGINEER'S SEAL & SIGNATURE	
--	--

HARRISBURG PHASE II, III AND IV	
CITY OF CRESTVIEW, FLORIDA	
PHASE PLAN	

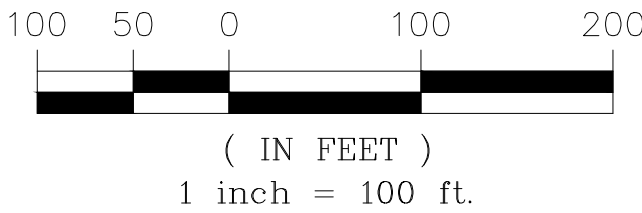
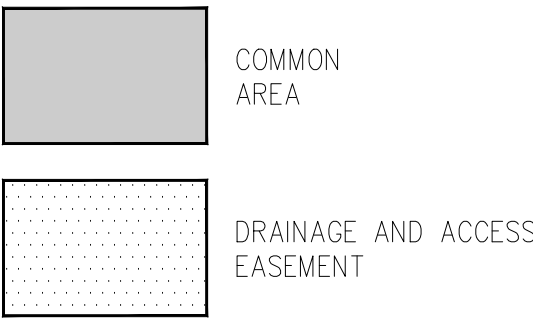
DATE	11/3/22
JOB NO.	21-010
DRAWN	TJG
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C004



DEVELOPMENT DATA:

- PROPERTY OWNER(S):
PARCEL ID
36-4N-24-0000-0002-001C
36-4N-24-0000-0002-001B
31-4N-23-0000-0022-0000
OWNER
HARRISBURG, LLC
HARRISBURG, LLC
HARRISBURG, LLC
- SUBDIVISION CONFIGURATION:
A. LOCATION
B. TOTAL PROJECT AREA
C. EXISTING ZONING
D. TYPE OF SUBDIVISION
E. NUMBER OF LOTS
F. SITE DENSITY MAXIMUM
G. MINIMUM LOT SIZE
H. DATUM
I. TYPE OF STREETS
J. RIGHT-OF-WAY WIDTH
K. PAVEMENT WIDTH
L. SETBACKS
CREEK DRIV, CRESTVIEW FL
35.77 ACRES
R-1
SINGLE FAMILY RESIDENTIAL DETACHED-SINGLE FAMILY
72
4 UNITS/AC
10,000 SF
NAVD
PUBLIC
50'
28' BC-BC
FRONT: 30'
REAR: 25'
SIDE: 10'
- SPATIAL REFERENCES
HORIZONTAL REFERENCE NAD83 FLORIDA STATE PLANES, NORTH ZONE
VERTICAL REFERENCE NAVD 88

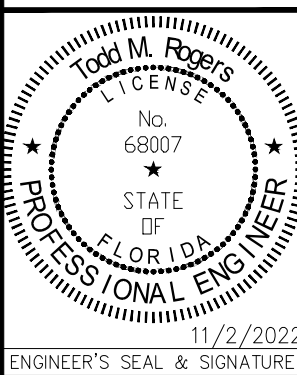
THERE ARE WETLANDS LOCATED ON THE PROPOSED SITE.



REVISIONS	DATE	DESCRIPTION
	11/3/2020	SUBMITTAL #1
	8/17/2023	SUBMITTAL #2
	1/2/2024	SUBMITTAL #3

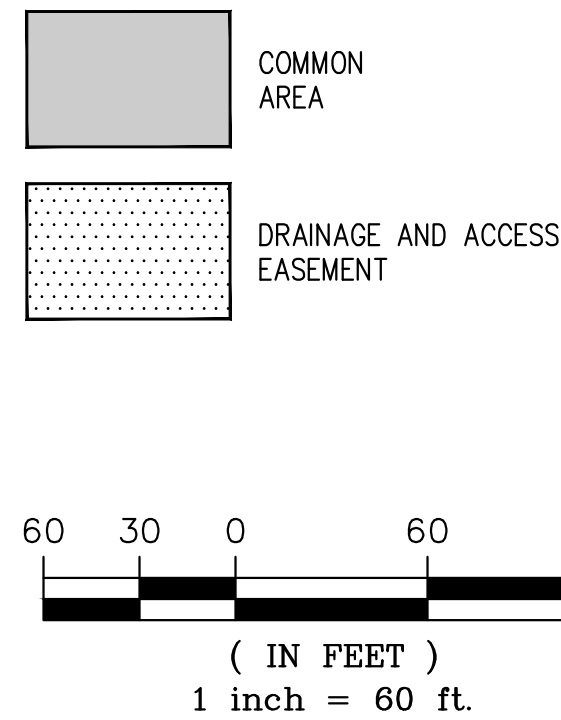
CLIENT
HARRISBURG LLC
126 COVINGTON STREET
PANAMA CITY BEACH, FL 32413

GREYDEN
ENGINEERING
12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362
REGISTRY NO. 35378



HARRISBURG PHASE II, III AND IV
CITY OF CRESTVIEW, FLORIDA
OVERALL SITE PLAN

DATE	11/3/22
JOB NO.	21-010
DRAWN	TJG
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C200



REVISIONS	
DATE	DESCRIPTION
11/3/2022	SUBMITTAL #1
8/17/2023	SUBMITTAL #2
11/2/2024	SUBMITTAL #3

CLIENT **HARRISBURG LLC**
126 COVINGTON STREET
PANAMA CITY BEACH, FL 32413

GREYDEN
ENGINEERING
12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362
REGISTRY NO. 35378

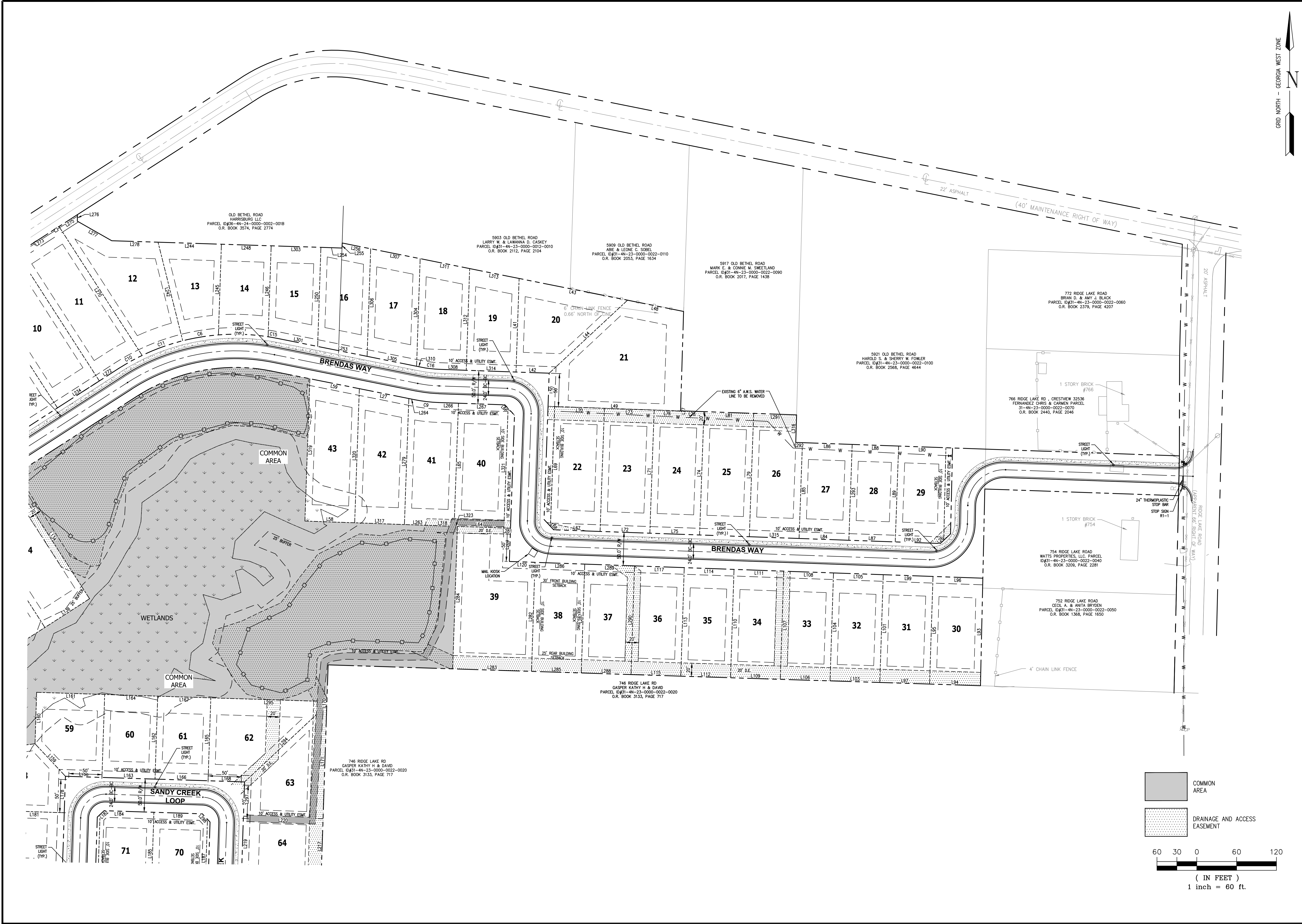
746 RIDGE LAKE RD
GASPER KATHY H & DAVID
PARCEL ID#31-4N-23-0000-0022-0020
O.R. BOOK 3133, PAGE 717

746 RIDGE LAKE RD
GASPER KATHY H & DAVID
PARCEL ID#31-4N-23-0000-0022-0030
O.R. BOOK 3133, PAGE 717

HARRISBURG PHASE II, III AND IV
CITY OF CRESTVIEW, FLORIDA
SITE PLAN

DATE	11/3/22
JOB NO.	21-010
DRAWN	TJG
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C201

Page 75 of 93



Parcel Table		
PARCEL #	AREA (SF)	AREA (AC)
1	16385.24	0.38
2	16368.45	0.38
3	16373.66	0.38
4	16368.45	0.38
5	16360.65	0.38
6	16376.26	0.38
7	16394.48	0.38
11	17163.69	0.39
12	17970.17	0.41
14	10157.33	0.23
16	11839.69	0.27
21	25624.60	0.59
22	13899.30	0.32
23	13911.90	0.32
24	13924.97	0.32
25	13942.83	0.32
26	13626.53	0.31
27	10832.52	0.25
28	10110.92	0.23
31	12176.23	0.28
35	12254.14	0.28
36	12273.62	0.28
37	12293.10	0.28
38	12312.58	0.28
39	23537.14	0.54
40	13898.26	0.32
41	13981.38	0.32
42	14702.12	0.34
43	15625.40	0.36
44	17431.35	0.40
45	17430.40	0.40
46	17429.45	0.40
47	17428.51	0.40
48	17427.56	0.40
49	17430.17	0.40
50	17485.06	0.40
53	14395.41	0.33
54	14671.51	0.34
55	10000.03	0.23
56	10000.00	0.23
57	10000.00	0.23
58	11182.59	0.26
59	11698.89	0.27
60	10020.21	0.23
61	10012.68	0.23
62	14684.39	0.34
63	13396.97	0.31
64	10009.59	0.23
68	10011.17	0.23
69	10095.93	0.23
70	10088.95	0.23
71	10095.74	0.23
72	10103.70	0.23

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	218.21'	S32°49'24"E
L2	75.20'	S57°13'47"W
L3	218.14'	N32°46'14"W
L4	75.00'	N57°10'36"E
L5	218.28'	S32°49'24"E
L6	75.00'	S57°13'47"W
L7	75.00'	N57°10'36"E
L8	218.35'	S32°49'24"E
L9	75.00'	S57°13'47"W
L10	75.00'	N57°10'36"E
L11	218.14'	S32°49'24"E
L12	75.00'	S57°01'03"W
L13	75.00'	N57°10'36"E
L14	218.14'	S32°49'24"E
L15	75.00'	S57°10'36"W
L16	75.00'	N57°10'36"E
L17	75.00'	S57°29'41"W
L18	75.00'	N57°10'36"E
L19	218.56'	S32°49'24"E
L20	218.63'	S32°49'24"E
L21	75.00'	S57°13'47"W
L22	75.00'	N57°10'36"E
L23	218.70'	S32°49'24"E
L24	75.00'	S57°13'47"W
L25	75.00'	N57°10'36"E
L26	7.03'	S46°39'58"W
L27	76.00'	S78°40'15"E
L28	17.02'	S57°12'19"W
L29	10.00'	S32°47'41"E
L30	57.97'	S57°30'12"W
L41	141.00'	S01°54'06"W
L42	50.00'	N87°58'21"W
L43	166.54'	S78°40'15"E
L44	161.31'	S47°01'04"W
L48	86.18'	S78°40'15"E
L49	75.00'	N87°58'21"W
L50	50.00'	N02°00'29"E
L57	202.18'	S02°00'29"W
L58	75.00'	N87°59'31"W
L59	76.00'	S78°40'15"E
L64	70.10'	N87°59'31"W
L65	185.49'	N02°00'29"E
L66	7.07'	S42°58'53"E
L67	70.00'	N87°58'17"W
L68	7.07'	N42°58'54"W
L69	180.49'	N02°00'29"E
L70	75.00'	S87°58'21"E
L71	185.49'	S02°00'29"W
L72	75.00'	N87°58'17"W
L73	75.00'	S87°58'21"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L74	185.88'	S02°00'29"W
L75	75.00'	N87°58'17"W
L76	39.81'	S87°58'21"E
L77	0.36'	N02°01'39"E
L78	35.19'	S88°00'54"E
L79	185.93'	S02°00'29"W
L80	75.00'	N87°58'17"W
L81	75.00'	S88°00'54"E
L84	75.00'	N87°58'17"W
L85	144.43'	N02°00'29"E
L86	75.00'	S87°58'39"E
L87	70.00'	N87°58'12"W
L88	70.00'	S87°58'35"E
L89	144.45'	S02°00'29"W
L90	71.26'	S87°58'43"E
L92	68.03'	N87°58'22"W
L93	161.97'	S01°16'09"W
L94	76.71'	N88°10'15"W
L95	162.22'	N01°49'45"E
L96	75.13'	S87°58'21"E
L97	75.00'	N88°10'15"W
L99	75.00'	S87°58'21"E
L101	162.48'	N01°49'45"E
L103	75.00'	N88°10'15"W
L104	162.74'	N01°49'45"E
L105	75.00'	S87°58'21"E
L106	75.00'	N88°10'15"W
L107	163.00'	N01°49'45"E
L108	75.00'	S87°58'21"E
L109	75.00'	N88°10'15"W
L110	163.26'	N01°49'45"E
L111	75.00'	S87°58'21"E
L112	75.00'	N88°10'15"W
L113	163.52'	N01°49'45"E
L114	75.00'	S87°58'21"E
L115	75.00'	N88°10'15"W
L117	75.00'	S87°58'21"E
L120	38.64'	S87°58'21"E
L134	217.90'	N32°46'13"W
L136	80.00'	S57°14'17"W
L137	217.89'	N32°46'13"W
L138	80.00'	N57°13'47"E
L139	80.00'	S57°14'17"W
L140	217.87'	N32°46'13"W
L141	80.00'	N57°13'47"E
L142	80.00'	S57°14'17"W
L143	217.86'	N32°46'13"W
L144	80.00'	N57°13'47"E
L145	80.00'	S57°14'17"W
L146	217.85'	N32°46'13"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L147	80.00'	N57°13'47"E
L148	80.00'	S57°14'17"W
L149	217.84'	N32°46'13"W
L150	80.00'	N57°13'47"E
L151	10.23'	S57°14'17"W
L152	69.77'	S57°09'16"W
L153	217.93'	N32°46'13"W
L154	80.00'	N57°13'47"E
L155	80.21'	S57°09'16"W
L156	218.03'	N32°46'14"W
L157	80.21'	N57°13'47"E
L158	55.00'	N88°10'53"W
L159	67.06'	N43°08'52"W
L160	77.56'	N01°49'07"E
L161	102.54'	S88°20'56"E
L162	125.21'	S01°53'09"W
L163	80.00'	N88°10'53"W
L164	80.00'	S88°06'51"E
L165	125.11'	S01°53'09"W
L166	80.00'	N88°10'53"W
L167	80.00'	S88°06'51"E
L168	55.00'	N88°10'53"W
L170	5.00'	S00°12'10"W
L171	171.68'	S01°52'23"W
L175	89.72'	N01°53'09"E
L176	78.58'	N82°36'40"E
L178	54.99'	S01°53'09"W
L180	80.00'	S01°53'09"W
L181	125.00'	N88°10'53"E
L182	8.50'	S46°51'08"W
L183	125.00'	N88°06'54"W
L184	74.99'	S88°10'53"E
L185	124.91'	S01°53'09"W
L186	81.00'	N88°06'51"W
L187	116.94'	S01°53'09"W
L188	81.00'	N88°06'51"W
L189	72.93'	S88°10'53"E
L190	11.43'	S46°51'08"W
L191	72.92'	N88°10'53"W
L192	72.93'	S88°10'53"E
L193	11.40'	N43°08'52"W
L194	117.12'	N01°53'09"E
L195	125.00'	N88°06'54"W
L196	80.00'	N01°53'09"E
L199	179.86'	S01°47'41"W
L200	125.00'	N88°06'54"W
L201	80.00'	N01°53'09"E
L204	176.48'	S46°51'08"W
L206	55.01'	S01°53'09"W
L207	176.48'	S46°51'08"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L208	177.72'	N88°09'00"W
L209	53.00'	S88°11'02"E
L210	124.81'	S01°53'06"W
L211	81.00'	N88°06'54"W
L212	81.00'	S88°10'50"E
L213	124.91'	S01°53'06"W
L214	117.93'	S01°53'06"W
L215	81.00'	N88°06'54"W
L216	73.93'	S88°10'50"E
L217	83.40'	S01°54'43"W
L218	120.00'	N88°06'51"W
L219	83.40'	N01°53'09"E
L220	120.04'	S88°06'51"E
L221	83.40'	S01°51'35"W
L222	120.04'	N88°06'51"W
L223	83.40'	N01°53'09"E
L224	83.40'	S01°53'09"W
L225	120.04'	N88°06'51"W
L226	83.40'	N01°53'09"E
L227	83.40'	S01°53'09"W
L228	120.04'	N88°06'51"W
L229	83.40'	N01°53'09"E
L230	83.40'	S01°53'09"W
L231	120.04'	N88°06'51"W
L232	83.40'	N01°53'09"E
L234	75.00'	S57°13'47"W
L235	228.43'	N32°49'24"W
L236	75.00'	N57°12'19"E
L242	153.02'	S14°03'47"E
L244	95.54'	S88°11'03"E
L245	136.67'	S01°54'06"W
L246	137.08'	S01°54'06"W
L248	75.00'	S88°11'03"E
L250	149.32'	S01°54'06"W
L253	76.03'	N78°40'15"W
L254	31.80'	S88°11'03"E
L255	7.55'	N01°53'52"E
L256	43.80'	S78°40'15"E
L263	40.01'	N87°55'51"W
L264	8.65'	S78°40'15"E
L266	30.10'	S87°58'15"E
L267	70.00'	N87°58'15"W
L269	50.04'	S02°00'29"W
L270	231.04'	S32°49'24"E
L272	34.40'	S57°13'47"W
L273	75.00'	N57°12'19"E
L275	33.20'	N57°12'19"E
L276	9.97'	S01°51'49"W
L277	59.66'	S60°25'18"E
L278	69.75'	S88°11'03"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L279	189.87'	S02°00'29"W
L281	10.00'	S87°59'31"E
L282	164.30'	S01°49'45"W
L283	118.84'	N88°10'15"W
L284	214.72'	N01°53'52"E
L285	75.00'	N88°10'15"W
L286	75.00'	S87°58'21"E
L287	164.04'	S01°49'45"W
L288	75.00'	N88°10'15"W
L289	75.00'	S87°58'21"E
L290	163.78'	S01°49'45"W
L291	64.80'	S88°00'54"E
L292	10.04'	S87°58'39"E
L293	144.44'	N02°00'29"E
L294	169.81'	S46°51'08"W
L295	174.85'	S88°08'42"E
L297	51.54'	N01°53'09"E
L298	11.40'	S43°08'52"E
L299	118.81'	N01°53'09"E
L301	61.38'	N78°40'15"W
L303	75.00'	S88°11'03"E
L304	162.19'	S01°54'06"W
L305	76.03'	N78°40'15"W
L306	162.19'	N01°54'06"E
L307	76.03'	S78°40'15"E
L308	40.08'	N87°58'21"W
L310	6.73'	N78°40'15"W
L311	76.03'	S78°40'15"E
L312	153.29'	S01°54'06"W
L313	76.03'	S78°40'15"E
L314	75.00'	N87°58'21"W
L315	75.00'	N87°58'17"W
L316	41.55'	S01°47'34"W
L317	75.00'	N87°59'31"W
L318	34.99'	N88°03'43"W
L319	214.49'	N02°00'29"E
L320	202.18'	S02°00'29"W
L321	180.46'	S02°00'29"W
L323	4.90'	N87°59'31"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C6	54.56'	325.00'	S80°41'41"W	54.49'
C7	75.17'	325.00'	N87°52'14"W	75.00'
C9	36.53'	225.00'	S83°19'18"E	36.49'
C10	40.74'	237.80'	S60°49'06"W	40.69'
C11	65.11'	322.12'	S70°08'47"W	65.00'
C15	14.60'	325.00'	N79°57'28"W	14.60'
C16	28.41'	175.00'	N83°19'18"W	28.38'

REVISIONS

DATE	DESCRIPTION
11/3/2023	SUBMITTAL #1
8/1/2023	SUBMITTAL #2
1/2/2024	SUBMITTAL #3

CLIENT

HARRISBURG LLC

126 COVINGTON STREET
PANAMA CITY BEACH, FL 32413

GREYDEN

E N G I N E E R I N G
12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362
REGISTRY NO. 35378

11/2/2023

ENGINEER'S SEAL & SIGNATURE

11/2/2023

11/2/2023

HARRISBURG PHASE II, III AND IV
CITY OF CRESTVIEW, FLORIDA
PARCEL, LINE AND CURVE TABLES

DATE	11/3/22
JOB NO.	21-010
DRAWN	TJG
CHECKED	RAD
SCALE	AS NOTED
SHEET:	C203

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MEMORANDUM OF UNDERSTANDING

January 24, 2024

Subject: **Harrisburg Ph II, III, IV (Harrisburg LLC)**
City of Crestview, Florida & Harrisburg LLC

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed **Harrisburg Ph II, III, IV (Harrisburg LLC)** and has been provided with the following acknowledgements:

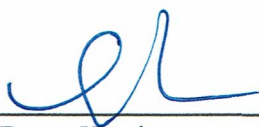
- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of \$37,700 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

Harrisburg LLC



BY: Doug Harris



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 2/7/2024
SUBJECT: City Manager Annual Performance Evaluation

BACKGROUND:

In February 2019, the City of Crestview entered into an employment contract with Mr. Bolduc which includes an annual performance review. In January 2020, the City of Crestview adopted its core values: Teamwork, Respect, Adaptability, Communication, and Knowledge (TRACK). Later that year, we developed an employee evaluation system based on these values and fully implemented these evaluations and merit-based pay increases effective October 2021.

General employees received variable cost of living increases in October 2023 based on pay grade; this was to adjust for a \$15 minimum wage. Appointed officials do not receive the cost-of-living adjustment in October. Additionally, general employees have the potential to receive up to 3% on their anniversary date based on their evaluation score.

Appointed officials, such as the City Manager and City Clerk receive pay changes only according to their contract. At this time, evaluations occur once annually on the anniversary date.

DISCUSSION:

Mr. Bolduc received an average rating of 2.85 out of 3, scoring a 2.9 in the areas of both knowledge and teamwork, a 2.85 in communication, and a 2.8 in the areas of adaptability and respect.

Notable feedback from the council includes:

- Approachable, attentive, and transparent
- Does an exceptional job making sure all parties receive information
- Maturing in the ability to "fix his face"
- Willing to go the extra mile
- Mastery of city policy, job functions and roles of government is outstanding
- Respect is given and received by all
- Respects all points of view and attempts to find solutions
- Commendable when working with and respecting challenging citizen communication
- Teamwork is where Tim really shines
- He does a great job trying to find the best solution for all interested parties
- He lives, eats, and breathes One City One Mission, for example.
- As an elected official, it makes me proud that everywhere I go, throughout the county, panhandle, and the State Capitol, people know and respect Tim and his work.

- Tim continues to prove, year over year, that Crestview hit a 'home run' with his hire as the first City Manager in it's history.
- He puts everyone else first.

Council recommendations include:

- I think we are overdue for a comparable adjustment to bring the City Manager position into alignment as well.
- I believe Mr. Bolduc has shown he should receive the full 3% raise and more, if possible. He exemplifies TRACK core values.
- I recommend that Tim continue to serve as City Manager of Crestview.

Evaluation forms from each council member are attached.

GOALS & OBJECTIVES

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

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

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

FINANCIAL IMPACT

The financial impact of any salary increases will be absorbed by the fiscal year 2024 budget.

RECOMMENDED ACTION

Staff respectfully requests City Council discuss and vote on a salary increase for the City Manager.

Attachments

1. City Manager Review form 2024 RB
2. City Manager Review form 2024 AR
3. City Manager Review form 2024 CB
4. City Manager Review form 2024 DC
5. City Manager Review form 2024 JB
6. 2024 CM Evaluation Scores

Performance Review

Employee Name: Tim Bolduc Date: 1/22/24
Job Title: City Manager Department: City Manager
Evaluator Name: _____ Date of Hire: 2/11/19
Performance Review Period: 2/11/23-2/10/24

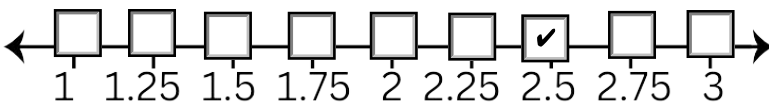
Employee Instructions:

Please complete and return this evaluation and return to the Human Resources by 1/31/24.

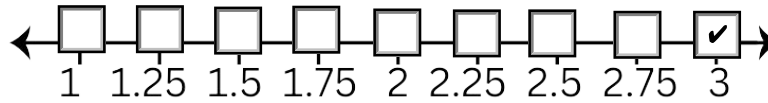
Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meetings expectations, and 3 - exceeds expectations.

Competencies

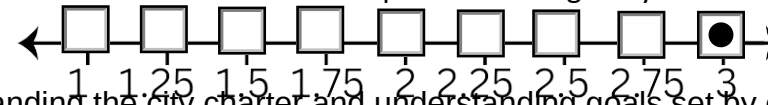
Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 
Comments:
Tim is willing to adapt well to changes.

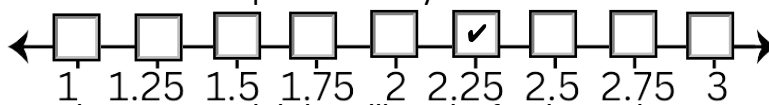
Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments: 
Tim, does an exceptional job making sure that all parties receive information when needed. He uses several methods of communication to make sure the public and council are updated.

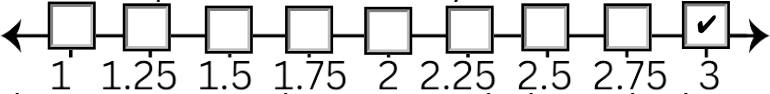
Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

Comments: 
Tim does a very good job understanding the city charter and understanding goals set by council and department level goals.

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.


Tim meets expectations for respect. He does a great job handling city funds. He is commendable when it comes to working with and respecting challenging citizen communication.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments: 

Tim works tirelessly for the City. Oftentimes, many, many hours per week above what is expcted. He attends community, military, and civic events in an effort to change the way Crestview is seen and to beign awareness to the needs of the city. This is where Tim really shines.

Recommendations and additional comments:
I recommend that Tim continue to serve as City Manager of Crestview

Performance Review

Employee Name: Tim Bolduc Date: 1/22/24
Job Title: City Manager Department: City Manager
Evaluator Name: Andrew Rencich Date of Hire: 2/11/19
Performance Review Period: 2/11/23-2/10/24

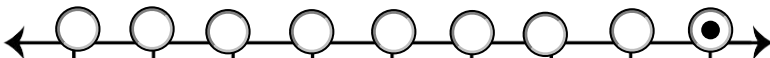
Employee Instructions:

Please complete and return this evaluation and return to the Human Resources by 1/31/24.

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meetings expectations, and 3 - exceeds expectations.

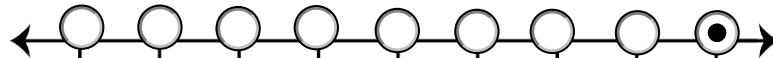
Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 
Comments: 1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

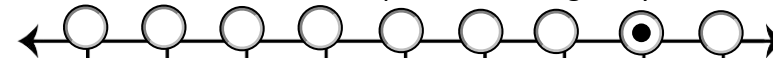
I and many others are always throwing random IDEAS at him, does a good job of picking the best case scenario to present as options

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments: 
1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

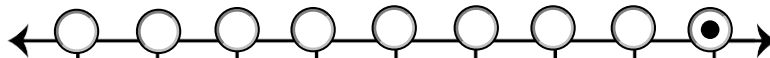
Open lines of communication on multiple fronts, no issues seen

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

Comments: 
1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

Always room to grow, Figured I would try out this new grading scale

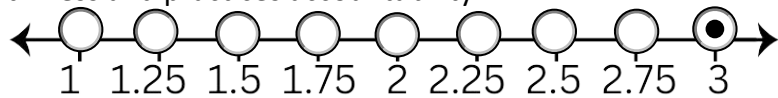
Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.


1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

Respect is given and recieved by all, no issues seen over the past year.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Does a great job trying to find the best solution for all interested parties. It isn't always possible but over the last year there have been a few occasions that required smoothing out.

Recommendations and additional comments:

Over the last few years, we have ensured that our city staff, of all levels of leadership are making a fair wage for the job in which they hold. A city manager was a new concept for Crestview not too long ago, we are past the break in stage now and we are operating fluently with the CM structure of government.

We have NOT done this for the City Manager position, he puts everyone else first. I would like to see a salary comparison for the city manager wages throughout our geographical region. I think we are overdue for a comparable adjustment to bring that position into alignment as well.

Performance Review

Employee Name: Tim Bolduc Date: 1/22/24
Job Title: City Manager Department: City Manager
Evaluator Name: Cynthia Brown Date of Hire: 2/11/19
Performance Review Period: 2/11/23-2/10/24

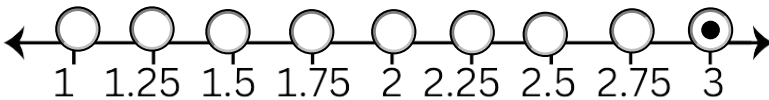
Employee Instructions:

Please complete and return this evaluation and return to the Human Resources by 1/31/24.

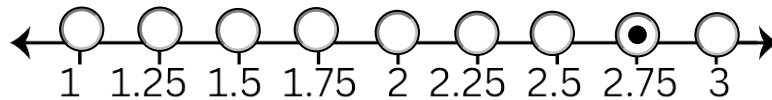
Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meetings expectations, and 3 - exceeds expectations.

Competencies

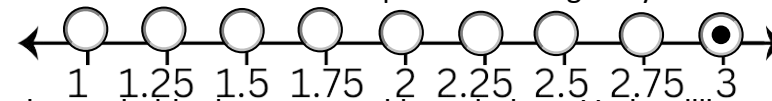
Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 
Comments:
Adapts well to all situations and is willing to try new methods.

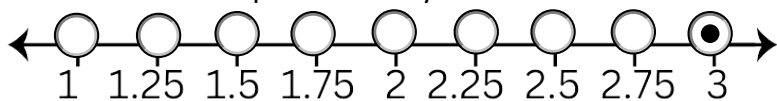
Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments: 
Maturing in the ability to "fix his face" as his wife puts it. This could be an improvement for us all. IN a recent conversation with Mr. Bolduc leads me to believe that he is learning and growing in that area.

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

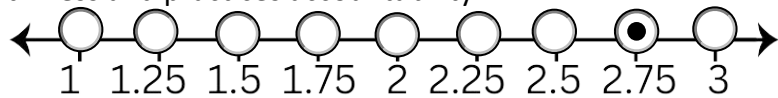
Comments: 
Mr. Bolduc is continuing to learn and grow in his departmental knowledge. He is willing to go the extra mile. Case in point: he is leading the Public Works Department.

Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.


Mr. Bolduc respects all points of view and attempts to find solutions when there is an issue between the citizens and the city.

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Mr. Bolduc is a team player. He is learning to delegate more.

Recommendations and additional comments:

My recommendation: I believe Mr. Bolduc has shown he should receive the full 3% raise and more, if possible. He exemplifies TRACK core values.

Performance Review

Employee Name: Tim Bolduc Date: 1/22/24
Job Title: City Manager Department: City Manager
Evaluator Name: Doug Capps Date of Hire: 2/11/19
Performance Review Period: 2/11/23-2/10/24

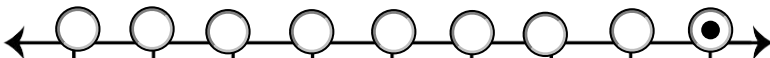
Employee Instructions:

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Competencies

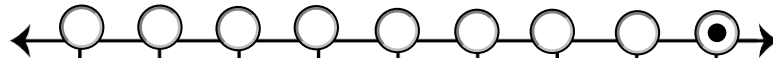
Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

Willingness to try new methods. 
1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

Comments:

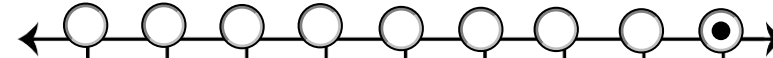
Tim is the epitome of being solution focused. His ability to take situations and come up with a practical solution is above and beyond reproach. He has demonstrated the ability to adapt repeatedly, whether with personnel, equipment, or funds. Great job!

Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments: 
1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

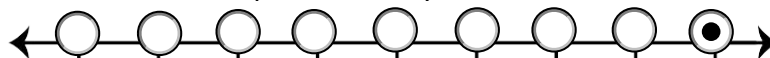
Tim has the ability to communicate clearly with any audience, whether it is in a room full of people, a small group meeting, or just one on one. His communication skills, both verbal and written, are highly effective. I find that he is approachable, attentive and transparent. Well done!

Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

Comments: 
1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

Tim's mastery of city policy, job functions, and roles of government is outstanding. No matter the topic, when I speak with him, it's clear that he has a solid grasp and understanding of the topic. His appointment as the Legislative Chair for the Northwest Florida League of Cities is an example that others view him as a committed student of government. Outstanding!

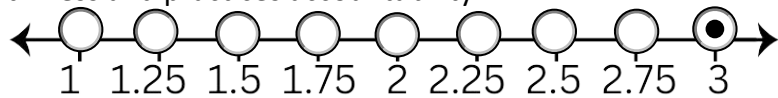
Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.


1 1.25 1.5 1.75 2 2.25 2.5 2.75 3

Tim is professional in his approach, acts and communicates with civility and empathy. He acts prudently in the handling of city employees, property, and funds, with the idea that each has the same worth. When conflict has occurred, he has handled it with diplomacy and comes up with a constructive solution. Impressive!

Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Tim works together with his team to accomplish the City's mission. He is extremely reliable, trustworthy, and accountable. His ability to jump in and lead a team, while searching for the appropriate new team leader and still performing his required duties, shows his commitment and flexibility to this team and others throughout the organization, that we must do what it takes to get the job done. He lives, eats and breathes, his 'One City, One Mission' mantra by example, fostering positive relationships within the teams his actions and communication. Awesome teamwork!

Recommendations and additional comments:

Tim is equipped with a unique skill set, with his ability to make complex systems into simple ones and to clearly explain options and solutions effectively and efficiently. He excels at team building, practicality, problem solving, and removing roadblocks. He is extremely effective diagnosing complex problems and reaching sustainable solutions. As an elected official, it makes me proud that everywhere I go, throughout the county, panhandle, and the State Capitol, people know and respect Tim and his work. Tim continues to prove, year over year, that Crestview hit a 'home run' with his hire as the first City Manager in it's history.

Performance Review

Employee Name: Tim Bolduc Date: 1/22/24
Job Title: City Manager Department: City Manager
Evaluator Name: Joe Blocker Date of Hire: 2/11/19
Performance Review Period: 2/11/23-2/10/24

Employee Instructions:

Please complete and return this evaluation and return to the Human Resources by 1/31/24.

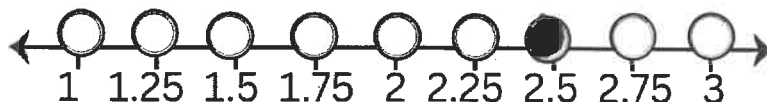
Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of the employee's progress and accomplishments since the last performance review. Please rate each category on a scale of 1 to 3 with one as "needs improvement", 2 - meets expectations, and 3 - exceeds expectations.

Competencies

Adaptability-Being solution focused. Individualizing each situation. Suggests new processes and procedures.

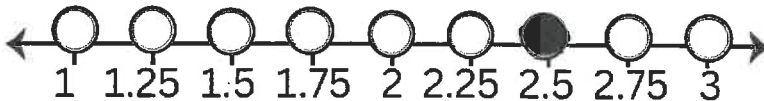
Willingness to try new methods.

Comments:



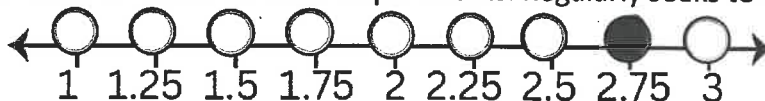
Communication-Use of active listening skills, including positive body language. Shows initiative when communicating. Follows all public record laws and department policies. Gathers all needed information. Uses correct grammar and spelling.

Comments:

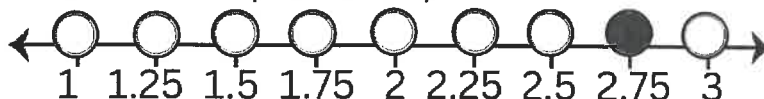


Knowledge-Familiarity with city policies. Understanding of departmental goals and services. Understanding of basic job functions. Understanding of basic functions of other departments. Regularly seeks to increase knowledge of the above.

Comments:

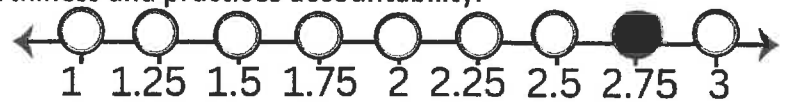


Respect-Communicating with civility. Appropriate handling of city funds and property. Showing empathy to the needs of others. Being honorable and honest. Acts professionally.



Teamwork-Fulfilling his or her duties. Enthusiastically helps colleagues. Reliability. Routinely follows all policies and procedures. Shows trustworthiness and practices accountability.

Comments:



Recommendations and additional comments:

	AR	CB	DC	JB	RB	Average
Adaptability	3	3	3	2.5	2.5	2.8
Communication	3	2.75	3	2.5	3	2.85
Knowledge	2.75	3	3	2.75	3	2.9
Respect	3	3	3	2.75	2.25	2.8
Teamwork	3	2.75	3	2.75	3	2.9
Average	2.95	2.9	3	2.65	2.75	2.85



Staff Report

CITY COUNCIL MEETING DATE: February 12, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 1/29/2024
SUBJECT: Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

Codification –A draft has been sent to the legal department of CivicPlus for review. We hope to complete the project early in 2024.

Public Records – For the December 2023 period, we received 71 new requests, with 23 open, 4 days on average to fulfill all requests, 76 requests were closed, and 7 requests were fulfilled outside the average response time by the end of the period. The average number of hours to fulfill a request was 0 hours at a cost of 0 to staff. We have received \$18.00 in payments for the December 2023 reporting period. Community Development (43) and the Police department (23) received the most requests per department, with the remaining dispersed between the remaining departments.

For the January 2024 period, we received 104 new requests, with 31 open, 3 days on average to fulfill all requests, 96 requests were closed, and 3 requests were fulfilled outside the average response time by the end of the period. The average number of hours to fulfill a request was 0 hours at a cost of 0 to staff. We have received \$106.00 in payments for the January 2024 reporting period. Community Development (55) and the Police department (37) 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 December 2023 was 713. The total number of additional pages for January 2024 was 1,078.

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