CITY of CRESTVIEW

CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA
MARCH 24, 2025
6:00 P.M.
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. Pastor Taylor Nixon of Crosspoint Church North
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
   - 5.1. Presentation of Awards - John Hamilton, VFW
   - 5.2. Proclamation declaring March as Red Cross Month
6. **Consent Agenda**
   - 6.1. Approval of City Council Regular Meeting Minutes of March 10, 2025
   - 6.2. Approval of Crestview Unlimited Meeting Minutes of March 10, 2025
7. **Public Hearings / Ordinances on Second Reading**
   - 7.1. Ordinance 1993 - CRA Term Amendments
   - 7.2. Ordinance 1994 - Smoking in City Parks
   - 7.3. Ordinance 1995 - Alcohol During Permitted Special Events in City Parks
   - 7.4. Ordinance 1996 - Amending Chapter 10 - Animals - Clarification of Animal Exploitation
8. **Ordinances on First Reading**
   - 8.1. Ordinance 1981 - Choctawhatchee Electric Cooperative Franchise
9. **Resolutions**
   - 10.1. Resolution 25 - 10 Amending Authorizing Resolution 24-2 for State Road Bypass Utilities SRF
10. **Action Items**
11. **City Clerk Report**
12. **City Manager Report**
    - 12.1. Financial Update - Finance Director
    - 12.2. City Manager Updates

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titled Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. 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 Girard, 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.

CITY OF CRESTVIEW Item # 2.1.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	3/17/2025
SUBJECT:	Pastor Taylor Nixon of Crosspoint Church North

BACKGROUND:
Clergy are invited on a volunteer basis to provide prayer before the meeting.

DISCUSSION:
Area clergy volunteer to provide an Invocation and lead the Council in the Pledge of Allegiance.

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

CITY OF CRESTVIEW Item # 5.1.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	3/20/2025
SUBJECT:	Presentation of Awards - John Hamilton, VFW

BACKGROUND:

Presentation of the Firefighter and Law Enforcement of the Year Awards and Teacher of the Year Award

DISCUSSION:

Firefighter of the Year- Kenneth Mason, Deputy Fire Chief
Police Officer of the Year- Mathew D. Phillips
Teacher of the Year - Christina Fassnacht, 3rd Grade, Baker Elementary School

GOALS & OBJECTIVES

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

CITY OF CRESTVIEW Item # 5.2.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	3/20/2025
SUBJECT:	Proclamation declaring March as Red Cross Month

BACKGROUND:

The American Red Cross volunteers and staff work to deliver vital services, from providing relief and support to those in crisis to helping you be prepared to respond in emergencies.

DISCUSSION:

Mayor Pro Tem Capps will read a Proclamation for the American Red Cross for March, the month dedicated to acknowledging what they do for our country and its citizens.

GOALS & OBJECTIVES

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

1. American Red Cross Proclamation 2025- capps

AMERICAN RED CROSS MONTH, 2025
A Proclamation

WHEREAS this March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Crestview and by renewing our commitment to lend a helping hand to our neighbors in need.

WHEREAS Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis.

WHEREAS advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the Northwest Florida Red Cross Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies.

WHEREAS their voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises.

WHEREAS This work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

NOW, THEREFORE, I, Mayor Pro Tem Doug Capps, of Crestview proclaim March 2025 as Red Cross Month. I encourage all citizens of Crestview to reach out and support its humanitarian mission.

_____

Doug Capps
Mayor Pro Tem

This 25th Day of March 2025

American Red Cross
of Northwest Florida

CITY OF CRESTVIEW Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Girard, City Clerk
DATE:	3/14/2025
SUBJECT:	Approval of City Council Regular Meeting Minutes of March 10, 2025

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

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION
A motion to approve the City Council regular meetings minutes of March 10, 2025.

Attachments

1. 03102025 City Council Regular Meeting Minutes Draft

City Council Minutes - DRAFT
March 10, 2025
6:00 p.m.
Council Chambers

1. **Call to Order**

The Regular Meeting of the Crestview City Council was called to order at 6:00 p.m. by Mayor Pro-Tem Doug Capps. Council members: Ryan Bullard, Brandon Frost, Dusty Allison, and Shannon Hayes. Also present: City Manager Tim Bolduc, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, Deputy City Manager Jessica Leavins, and various staff members. Mayor JB Whitten was excused.

2. **Invocation, Pledge of Allegiance**

2.1. Elder Jeff Childers of The Shepherd's Church

The Invocation and Pledge of Allegiance was led by Elder Jeff Childers of The Shepherd's Church.

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

Mayor Pro-Tem D. Capps confirmed that a quorum was present.

4. **Approve Agenda**

Mayor Pro-Tem D. Capps called for action.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Shannon Hayes approve the agenda, as presented.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

5. **Presentations and Reports**

6. **Consent Agenda**

Mayor Pro-Tem D. Capps called for action.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Dusty Allison to approve the Consent Agenda, as presented.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

6.1. DEA Task Force Agreement

6.2. Florida Police Accreditation Agreement (DISPATCH)

6.3. Memorandum of Agreement between Immigration and Custom Enforcement and the Crestview Police Department

6.4. Utilities for the 85 Bypass Roadway Project Bid Award

6.5. Approval of City Council Regular Meeting Minutes of February 24, 2025

6.6. Approval of City Council Workshop Minutes of February 12, 2025

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1990 - Amending Noise Regulations

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1990, Amending Noise Regulations, to the City Council for second reading. He stated it serves to mirror state Statutes with the difference that it is applicable to vehicles in general rather than just applicable to vehicles on roadways. He added there are exemptions provided for motor vehicles used for business or political purposes, as well as for emergency vehicles, He then asked the City Clerk to read the ordinance by title.

City Clerk Maryanne Girard read Ordinance 1990 aloud: An Ordinance Amending Section 30-1 – Regulation of Noise; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Ordinances; and Providing For An Effective Date.

Mayor Pro-Tem D. Capps called for comment from the Council.

Councilmember R. Bullard expressed concern with the restrictive language stating he cannot support it.

Motion by Councilmember D. Allison and seconded by Councilmember S. Hayes to adopt Ordinance 1990 on Second Reading.
Roll Call: Ayes: Doug Capps, Shannon Hayes, Dusty Allison, Brandon Frost. Nays: Ryan Bullard. Ayes: 4; Nays: 1. Motion carried. *Please see Public Hearing vote after Item 8.1.

8. Ordinances on First Reading

8.1. Ordinance 1993 - CRA Term Amendments

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1993 - CRA Term Amendments to the City Council for First Reading. He highlighted an amendment to Section 2-99 that provides for the County Commissioner to serve as the ex-officio member and as the chair and provide for the Mayor Pro-Tem to serve as vice-chair of the CRA Board. He then asked the City Clerk to read Ordinance 1993 by title.

City Clerk Maryanne Girard read Ordinance 1993 aloud: An Ordinance Amending Community Redevelopment Agency Provisions; Providing For the Amendment of Chapter 2, Article III, Division 4, 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.

Mayor Pro-Tem D. Capps called for comment from the Council. In hearing none, he called for action.

Motion was made by Councilmember Ryan Bullard and seconded by Councilmember Brandon Frost to approve Ordinance 1993 on First reading and move to Second reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

At 6:11 p.m., Mayor Pro-Tem D. Capps called for a Point of Order and opened the Public Hearing for Item 7.1.

City Manager T. Bolduc requested that the matter be brought back up because of the Public Hearing requirement on second reading and requested the City Clerk read the ordinance by title and then called for comment from the public.

Kenny Siler voiced concern about the wording as there are loudspeakers on the fire truck during Christmas time and the parades are loud.

Jack Randall also voiced concern about the noise regulations.

Fred Butts stated the ordinance was government overreach. He said the noise from parades is loud. This ordinance would burden the police. He added restaurants are built close to residential neighborhoods and there is noise.

City Manager T. Bolduc said the parades are permitted.

City Attorney J. Holloway stated the ordinance states exactly what State Statutes states. He explained the ordinance pertains to vehicles that are stationary. It does not pertain to parades.

Mayor Pro-Tem D. Capps asked for action.

Motion by Councilmember S. Hayes and seconded by Councilmember D. Allison to adopt Ordinance 1990 on Second Reading.
Roll Call: Ayes: Doug Capps, Shannon Hayes, Dusty Allison, Brandon Frost. Nays: Ryan Bullard. Ayes: 4; Nays: 1. Motion carried.

Mayor Pro-Tem D. Capps resumed to item 8.2.

8.2. Ordinance 1994 - Smoking in City Parks

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1994 - Smoking in the Parks Amendment, to the City Council for First Reading. He explained that State Statute allows a municipality to restrict smoking and vapor-generating devices within parks city owned. The ordinance serves to prohibit smoking in all parks. He then asked the City Clerk to read Ordinance 1994 by title.

City Clerk Maryanne Girard read Ordinance 1994 aloud: An Ordinance Amending Chapter 58 of the Code of Ordinances To Prohibit Smoking Within All City Parks As Authorized By Chapter 386.209 of the Florida Statutes; 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 Pro-Tem D. Capps called for comment from the Council. In hearing none, he called for action.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Dusty Allison to approve Ordinance 1994 on First Reading and move to Second Reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

8.3. Ordinance 1995 - Alcohol During Permitted Special Events in City Parks

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1995 - Alcohol During Permitted Special Events in the City Parks to the City Council for First Reading. He stated this ordinance would include all parks in the permitting process. He added staff identified a need to update our Code of Ordinances regarding alcohol within City Parks to allow consumption of alcohol during permitted special events. He then asked the City Clerk to read Ordinance 1995 by title.

City Clerk Maryanne Girard read Ordinance 1995 aloud: An Ordinance Amending Regulations Regarding Alcohol During Permitted Special Events In City Parks; Providing For the Amendment Section 58-1 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.

Mayor Pro-Tem D. Capps called for comment from the Council. In hearing none, he called for action.

Motion by Councilmember Brandon Frost and seconded by Councilmember Dusty Allison to approve Ordinance 1995 on First Reading and move to Second Reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

8.4. Ordinance 1996 - Amending Chapter 10 - Animals - Clarification of Animal Exploitation

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1996- Amending Chapter 10, Animals - Clarification of Animal Exploitation to the City Council for First Reading. He said this regards adding circus animals, as our code is specific to dogs, cats and ferrets. He then asked the City Clerk to read Ordinance 1996 by title.

City Clerk Maryanne Girard read Ordinance 1996 aloud: An Ordinance Amending Section 10-28 – Animal Exploitation, 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.

Mayor Pro-Tem D. Capps called for comment from the Council.

Councilmember B. Frost asked whether this would include live petting zoos, and CDS Planning Administrator Nicholas Schwendt replied the ordinance is specific to carnivals and circuses.

Motion by Councilmember Dusty Allison and seconded by Councilmember Ryan Bullard to approve Ordinance 1996 on First Reading and move to Second Reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

9. Resolutions

9.1. Resolution 2025 - 8 - Comprehensive Fee Schedule Amendment

CDS Planning Administrator Nicholas Schwendt presented Resolution 2025-8, Comprehensive Fee Schedule Amendment to the City Council. He mentioned it adds commercial dumpster fees, extends moratorium annexation fees to three months and adjusted water fees. He then asked the City Clerk to read Resolution 2025-8 by title.

City Clerk Maryanne Girard read Resolution 2025-8 aloud: A Resolution Amending the Comprehensive Fee Schedule; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Resolutions; and Providing For An Effective Date.

Mayor Pro-Tem D. Capps called for comment from the Council.

Mayor Pro-Tem D. Capps called for comment from the audience.

Fred Butts asked about the trash hike as we have had three. He stated business owners are not pleased with the increase. He also voiced concern that certain staff are being paid over $200,000.

City Manager T. Bolduc replied it does not include residential rates. He added that the businesses that have garbage trash compactors are a very narrow group.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Brandon Frost to adopt Resolution 2025-8.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

9.2. Resolution 2025-9 - Supporting Northwest Florida Community Land Trust

CDS Planning Administrator Nicholas Schwendt presented Resolution 2025-9, supporting Northwest Florida Community Land Trust to the City Council. He said it is in support of land trusts, in general. The trust is to ensure affordable housing. He added this format has worked in the Pensacola area. This trust allows for the city to have greater flexibility to partner with the county and private community. The trust usually is for a period of 99 years. This gives the city a tool to provide affordable housing efficiently and protects our financial interests. He then asked the City Clerk to read Resolution 2025-9 by title.

City Clerk Maryanne Girard read Resolution 2025-9 aloud: A Resolution of the City Council of the City of Crestview, Florida, In Support of Establishing A Community Land Trust to Expand Attainable Housing Options and Provide Long-Term Community Benefits.

Mayor Pro-Tem D. Capps called for comment from the Council. He thanked staff for clarifying the land trust option.

City Manager T. Bolduc stated that we have acquired properties that were not cleaned up, and this provides us with a way to keep them affordable and prevents the developer from flipping the property. He added Chief Bage of Ft. Walton Beach has been working on this for a long time.

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

Motion by Councilmember Dusty Allison and seconded by Councilmember Shannon Hayes to adopt Resolution 2025-9.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

10. Action Items

10.1. Traffic Safety Cameras

Chief Stephen McCosker mentioned the law allows cameras to be used to enforce speed limits when children are traveling to and from school, and throughout the school day activities. He went over the results of speed studies. The current redlight camera company, Novoa Global, provided the results for the following school zones: Crestview High School, both Ferdon Boulevard and Industrial Drive, Richbourg/Northwood Elementary, Ferdon Boulevard, Davidson Middle School, Old Bethel Road, Riverside Elementary/Shoal Middle School, Redstone Avenue, and Antioch Elementary. He explained how the cameras worked in the calculations.

Discussion ensued on the timing of when the cameras worked, the speed that it cites, whether or not the school zone light is flashing, the state statute, and construction at Industrial Drive as well as Antioch, and the presence of children throughout the school day activities.

Chief McCosker clarified that the only time we would have to pay for the cameras if we terminated the agreement.

City Manager T. Bolduc said the goal is compliance.

Motion by Councilmember R. Bullard to approve the cameras with the exception of Industrial and Antioch.

Mayor Pro-Tem D. Capps announced the motion failed for lack of a second.

Motion by S. Hayes and D. Allison to approve to approve the cameras except for Industrial.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

City Manager T. Bolduc said we will return with an ordinance.

Next, Chief McCosker went over the red-light study violations over a 16-hour period. Novoa-Global also prepared the study. He said the study was done at locations where a red-light camera does not exist.

Mayor Pro-Tem D. Capps called for comment from the Council.

Discussion ensued on the number of violations in the 16-hour period and decided not to have a camera at Mirage.

Mayor Pro-Tem D. Capps called for action.

City Manager T. Bolduc asked for clarification on the locations, and Council confirmed the cameras should be located at PJ Adams, and east and west 90 excluding Mirage.

Motion by Councilmember D. Allison and seconded by Councilmember Shannon Hayes to approve the red-light camera adding cameras at Hwy 90, east and west and PJ Adams.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. Nays: R. Bullard. Motion carried.

10.2. Land Purchase Approval

Deputy City Manager Jessica Leavins stated the city has been working to develop a plan to alleviate traffic on Highway 85 and Highway 90. She said the purchase is to assist in the development of the northwest corridor. The parcel is near Medcrest Drive to the Physicians Way area.

Deputy City Manager Jessica Leavins explained the city has secured a contract with JH2 Investments for a parcel at the intersection of Redstone Avenue and Brookmeade Drive, which was acquired for the realignment of Redstone

Avenue. JH2 owns an 8-acre parcel near the intersection of Medcrest Drive and Crosson Street and has agreed to swap the Brookmeade property with money for the 8-acre Crosson parcel where the pavement ends.

City Manager T. Bolduc explained the area on the overhead monitor. He said Mr. Wingard agreed to the property swap for the 8-acre piece and additional money. He added the swap will help with connectivity.

Mayor Pro-Tem D. Capps asked for comments from the Council.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Shannon Hayes to approve the negotiation of the contract and for the mayor to execute the contract.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

11. City Clerk Report

11.1. Monthly Update

City Clerk Maryanne Girard stated the information was included in the staff report.

12. City Manager Report

12.1. Development Report

City Manager T. Bolduc stated the development summary was provided by CDS, which is included in the staff report.

12.2. City Manager Updates

City Manager T. Bolduc said here was a great turnout and received positive feedback on the sports complex. He added the survey is still open.

He clarified with the bypass coming, the center of town will shift, but we are not moving Main Street. Regarding the sports complex, we must get the citizen's permission via a referendum if debt is incurred.

He also mentioned the preliminary budget meeting is set for April 2nd.

13. Comments from the Mayor and Council

Mayor Pro-Tem D. Capps called for comment from the Council.

Councilmember S. Hayes asked for an update on the basketball court completion at Allen Park. Parks and Recreation Director Brady Peters said the crew of three is coming down from Montgomery and will be done this week. He added there will be fencing, as well.

Councilmember S. Hayes stated he went to Orlando for Leadership training and one of the key takeaways is that teamwork is necessary for the city.

Mayor Pro-Tem D. Capps applauded the Food Truck Friday stating it was good for the community.

14. Comments from the Audience

Mayor Pro-Tem D. Capps called for comment from the public.

Mike Matovina said he would like public comment on the camera agenda item. He added there is plenty of signage in Antioch but there is speeding. The roundabout will change the pattern of the traffic. There is also a marked police car at the Antioch School and there is still speeding.

City Manager T. Bolduc added the items will be back with an ordinance and there will be public comment at that time.

Jillian Harker said DR Horton wanted $20 million for the property. She said there is disparity in how much the land costs and was concerned about the fee increases. She stated she would like a camera at Texas Parkway, as well. She says fiscal responsibility is her concern and asked for transparency.

15. Adjournment

Mayor Pro-Tem D. Capps adjourned the meeting at 7:31 p.m.

Minutes approved this __ day of __ 2025.

_____
JB Whitten
Mayor

_____
Maryanne Girard
City Clerk
Proper Notice having been duly given

CITY OF CRESTVIEW Item # 6.2.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Girard, City Clerk
DATE:	3/14/2025
SUBJECT:	Approval of Crestview Unlimited Meeting Minutes of March 10, 2025

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

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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
A motion to approve the Crestview Unllimited meeting minutes of March 10, 2025.

Attachments

1. 03102025 Crestview Unlimited Minutes Draft

Crestview Unlimited Minutes Draft
March 10, 2025
5:30 p.m.
Council Chambers

1. Call to Order

The Regular Meeting of Crestview Unlimited was called to order at 5:30 p.m. by Mayor Pro-Tem Doug Capps. Board members present: Ryan Bullard, Brandon Frost, Dusty Allison, and Shannon Hayes. Also present: City Manager Tim Bolduc, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, Deputy City Manager Jessica Leavins and various staff members. Mayor JB Whitten was excused.

Board member B. Frost led the members in the Pledge of Allegiance.

2. Approve Agenda

Mayor Pro-Tem Doug Capps called for action.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Dusty Allison to approve the agenda, as presented.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Brandon Frost, Dusty Allison. All ayes. Motion carried.

3. Presentations and Reports

3.1. Financials Update

Mayor Pro-Tem Doug Capps stated the golf course financials are on the agenda and turned it over to the city manager.

City Manager Tim Bolduc went over the overall statement of revenues and expenditures of Crestview Unlimited stating the Board was originally established for the operation of the golf course or any charitable activity we may do in the future. However, the city no longer manages the employees, as we turned it over to the management company, Blackwater Golf Club, Great Life Golf, LLC, that handles the financials for the golf course operation.

He stated that the management company provides the city with monthly financial statements and went over the Statement of Revenues, Expenses and Changes in net position for the time period September 30, 2023 (audited) through September 30, 2024 (unaudited) explaining the process of accounting based on last year's audit.

City Manager Tim Bolduc said the revenues are going up and they are managing the expenses. He cited $205,000 revenue that was brought in more than the previous year and $1.14 operating expenses which is $78,000 additional. He explained the auditor requested that we move the golf carts from the Crestview Unlimited account to a fixed asset account. He added our revenue is going up and as the golf course

makes a profit, the expense of moving the golf carts is being paid off. No tax dollars were used to pay off any expenses.

Councilmember R. Bullard asked whether the city planned to sell the golf course and options for the future of the golf course.

City Manager Tim Bolduc mentioned that we began conversations with the management company to see if we could improve the revenue stream, as the profits go into recreation activities. We also asked if they were interested in purchasing the golf course, however, they are not prepared to do so this year. He added the financials do not include the food and beverages, as another company handles that portion. He explained that any revenue cannot be used in other locations, such as the food truck event, as it is set aside for sports and recreation. He explained that the City Council could change that if they choose to do so.

4. **Action Items**
5. **Comments from the Mayor and Council**
   Mayor Pro-Tem Doug Capps called for comment from the Council.
6. **Comments from the Audience**
   Mayor Pro-Tem Doug Capps called for comment from the public.

   Jillian Harker spoke regarding complaints at Foxwood Estates about broken windows. However, City Manager Tim Bolduc said we have not received any complaints.

   Kenny Siler asked about whether the golf course was to be sold, as it was bought for the community to enjoy.

   Mayor Pro-Tem Doug Capps explained the city bought the land in order for it to remain a golf course instead of apartments. He added kids will still be able to enjoy the golf course.
7. **Adjournment**
   Mayor Pro-Tem Doug Capps adjourned the meeting at 5:44 p.m.

Minutes approved this __ day of __2025.

_____
JB Whitten
Mayor

_____
Maryanne Girard
City Clerk
Proper Notice having been duly given

CITY OF CRESTVIEW Item # 7.1.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Second reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	3/18/2025
SUBJECT:	Ordinance 1993 - CRA Term Amendments

BACKGROUND:

Previous discussions amongst the CRA board have necessitated amendments to the CRA section of the Code of Ordinances.

DISCUSSION:

Upon previous review and discussion with the CRA board, staff has determined two inconsistencies with how the code describes the regulations of the CRA board, and how the board would desire to operate in the future. This ordinance serves to make these amendments, generally described below:

- An amendment to Section 2-98 establishes the member of the Board of County Commissioners as an ex officio member of the CRA board.
- An amendment to Section 2-99 provides for the County Commissioner and Mayor Pro-Tem to serve as the chairman and vice chairman of the CRA board.

This ordinance was approved by the City Council on March 10, 2025.

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

There is no financial impact associated with this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1993 on second reading and send to the mayor for signature.

Attachments

None

ORDINANCE: 1993

AN ORDINANCE AMENDING COMMUNITY REDEVELOPMENT AGENCY PROVISIONS; PROVIDING FOR THE AMENDMENT OF CHAPTER 2, ARTICLE III, DIVISION 4, 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 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING CHAPTER 2, ARTICLE III, DIVISION 4 OF THE CODE OF ORDINANCES – Chapter 2, Article III, Division 4 of the Code of Ordinances is hereby amended as follows:

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. In addition to the seven members, the County Commissioner whose district contains the community redevelopment agency area shall serve as an ex officio member of the community redevelopment agency.

Sec. 2-99. Chairman and vice-chairman.

The ~~president and vice president of the city council~~ ex officio County Commissioner and Mayor pro tem shall function as the chairman and vice-chairman of the community redevelopment agency.

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

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

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

SECTION 6 – REPEAL OF CONFLICTING ORDINANCES. Ordinances, or parts of ordinances or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Passed and adopted by the City Council of Crestview, Florida on the 24th day of March, 2025.

ATTEST:

_____
Maryanne Girard
City Clerk

Approved by me this 24th day of March, 2025.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 7.2.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Second reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	3/18/2025
SUBJECT:	Ordinance 1994 - Smoking in City Parks

BACKGROUND:

Following adoption of HB 106 in June of 2022, which allows counties and municipalities to restrict smoking and vapor-generating devices within parks that they own, the City modified the Code of Ordinances to provide for a restriction on smoking within certain areas of Twin Hills Park except for designated smoking areas in April of 2024.

DISCUSSION:

Pursuant to discussion and consensus at the February 24th City Council meeting, staff has prepared the included ordinance language to effectively disallow smoking at all City parks, to the extent allowed by state statute.

This ordinance was approved by the City Council on March 10, 2025.

GOALS & OBJECTIVES

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

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no anticipated financial impact expected to result from this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1994 on second reading and send to the mayor for signature.

Attachments

None

ORDINANCE: 1994

AN ORDINANCE AMENDING CHAPTER 58 OF THE CODE OF ORDINANCES TO PROHIBIT SMOKING WITHIN ALL CITY PARKS AS AUTHORIZED BY CHAPTER 386.209 OF THE FLORIDA STATUTES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 386.209 of the Florida Statutes formerly preempted the regulation of smoking to the State of Florida; and

WHEREAS, Citizens that currently utilize outdoor recreational facilities within the City limits are subject to unhealthy secondhand smoke from inconsiderate smokers; and

WHEREAS, a report by the United States Department of Health and Human Services, Surgeon General states that tobacco smoke contains over 7,000 chemicals, including hundreds that are toxic and up to 69 that are known to cause cancer, and exposure to secondhand smoke can cause numerous health problems and has been linked to cancer and other fatal diseases; and

WHEREAS, the staff analysis published for House Bill (HB) 105 references studies from United Health Foundation, America's Health Rankings, the Centers for Disease Control and Prevention, and others regarding the impact that smoking has on the health of citizens; and

WHEREAS, the Center of Disease Control states secondhand smoke is generally defined as smoke from burning tobacco products or smoke that is exhaled by a tobacco smoker; and

WHEREAS, the as reports referenced in the staff analysis for HB 105 further states that exposure to secondhand smoke can cause health problems and has been causally linked to cancer and other fatal diseases. Studies suggest that secondhand smoke in crowded outdoor areas can cause concentrations of air contaminants comparable to those caused by indoor smoking; and

WHEREAS, state law prior to FY 2022-2023 prohibited cities and counties from establishing reasonable smoke-free zones or designated smoking areas so that citizens can enjoy recreational facilities without encountering dangerous secondhand smoke; and

WHEREAS, HB 105, as amended, passed the Florida Legislature on March 2, 2022, and was adopted by the Governor on June 24, 2022, becoming effective on July 1, 2022; and

WHEREAS, the City Council determines a public health and safety need to prohibit smoking within City parks.

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

SECTION 1 - AUTHORITY. The authority for enactment of this ordinance is Chapter 166.021, Florida Statutes, Section 386.209 of the Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDMENT OF CODE OF ORDINANCES SECTION 58-1 – USE REGULATIONS. Section 58-1 of the City of Crestview shall be amended as follows:

(18) Smoking in ~~Twin Hills Park~~City Parks Prohibited. Smoking and/or the use of vapor-generating devices within the boundaries of ~~Twin Hills Park is~~ all City parks is prohibited as authorized by Chapter 386.209, F.S.~~, except for designated smoking areas posted by the City.~~ Unfiltered cigars are exempt from this provision.

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

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

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

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

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

Passed and adopted by the City Council of Crestview, Florida on the 24th day of March, 2025.

ATTEST:

_____
Maryanne Girard
City Clerk

Approved by me this 24th day of March, 2025.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 7.3.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Second reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	3/18/2025
SUBJECT:	Ordinance 1995 - Alcohol During Permitted Special Events in City Parks

BACKGROUND:

Last year, staff identified a need to update our Code of Ordinances regarding alcohol within City Parks to allow consumption of alcohol during permitted special events (such as the annual Fourth of July event).

DISCUSSION:

The requirements listed within Section 58-1 of the code of ordinances currently limits approved locations for outdoor consumption and/or sale of alcoholic beverages to the Crestview Community Center Grounds and Old Spanish Trail Park. The proposed ordinance amends the Code to include outdoor areas at all City parks, subject to the same requirements currently included in the Code.

This ordinance was approved by the City Council on March 10, 2025.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no anticipated financial impact resulting from this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1995 on second reading and send to the mayor for signature.

Attachments

None

ORDINANCE: 1995

AN ORDINANCE AMENDING REGULATIONS REGARDING ALCOHOL DURING PERMITTED SPECIAL EVENTS IN CITY PARKS; PROVIDING FOR THE AMENDMENT SECTION 58-1 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 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING SECTION 58-1 OF THE CODE OF ORDINANCES – Section 58-1 of the Code of Ordinances is hereby amended as follows:

Sec. 58-1. Use regulations.

The following rules and regulations shall govern the use and operation of the public parks and recreational facilities in the city:

(1) *Camping facilities.* It shall be unlawful to camp in any city park or recreational facility unless otherwise authorized and posted.

(2) *Alcoholic beverages.* No alcoholic beverages of any kind shall be sold, consumed, served or permitted to be served or consumed in any city facility or on any city property except with an approved special event permit and when holding a license under the division of alcoholic beverages and tobacco of the department of business and professional regulation.

a. The following guidelines shall be used by the city division of parks and recreation in issuing any and all permits that include a request for the consumption of alcohol in city parks, buildings, and outdoor areas:

1. Public buildings:

A. Private parties/commercial groups: Individuals and groups requesting the use of public facilities for private parties can serve (but not sell) alcohol at approved functions. Approval shall be subject to all of the terms and conditions of our special event policies.

B. Non-profit organizations: Officially registered non-profit organizations requesting the use of public facilities can sell and serve alcohol at approved functions. Subject to the issuance of a state alcoholic beverage license, the city division of parks and recreation may approve special events that include the consumption and sale of alcoholic beverages in public facilities subject to all of the terms and conditions of our special event policies.

C. City functions: Officially sponsored city functions are subject to the same terms and conditions as listed for non-profit organizations.

D. Approved locations: Subject to review and approval, the facilities listed below are approved for events that may include the consumption or sale (subject to state approval) of alcohol:

Crestview Community Center.

Warriors Hall Auditorium.

Old Spanish Trail Park facilities.

2. Outdoor areas:

A. Commercial groups: Shall be prohibited from applying for the use of any outdoor facility or park that would include the consumption or sale of alcohol.

B. Non-profit organizations: Officially registered non-profit organizations (strictly for private, noncommercial functions) may apply to the city division of parks and recreation for the use of any outdoor area listed below for any event that includes the consumption or the sale of alcohol. Application for this use shall be made as part of a special event permit application which shall be subject to review and approval by the division of parks and recreation and the city police department. Users must meet security staff requirements as defined by the city police department.

C. City functions: Officially sponsored city functions are subject to the same terms and conditions as listed for non-profit organizations.

D. Approved locations: Subject to review and approval, ~~the~~ outdoor areas ~~listed below~~

at all city parks are approved for events that may include the consumption or sale (subject to state approval) of alcohol:

~~Crestview Community Center grounds.~~

~~Old Spanish Trail Park (not to include city recreational scheduled events/seasons).~~

3. Special conditions:

A. Note: Non-profit organizations: Shall be defined as officially registered non-profit organizations with a non-profit identification number.

B. All applicants are subject to the terms and conditions listed in applicable special event policies and ordinances, including fees and insurance requirements. User must provide an insurance certificate listing liquor liability and naming the city as an additional insured. The user must pay a damage deposit commensurate with the proposed use.

C. All applicants are subject to regulations and must comply with all requirements from the division of alcoholic beverages and tobacco of the department of business and professional regulation.

D. All applicants agree to be fully responsible for ensuring that event participants and organizers are not served excessive amounts of alcohol and do not endanger themselves. All applicants must define a method of control for location of sale, quantity of sale to individuals, and prohibiting individuals from bringing alcoholic beverages into the event.

E. All applicants agree to be fully responsible for ensuring that no person under the age of 21 can purchase or consume alcohol beverages at the event.

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

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

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

SECTION 6 – REPEAL OF CONFLICTING ORDINANCES. Ordinances, or parts of ordinances or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Passed and adopted by the City Council of Crestview, Florida on the 24th day of March, 2025.

ATTEST:

_____
Maryanne Girard
City Clerk

Approved by me this 24th day of March, 2025.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 7.4.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Second reading

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	3/18/2025
SUBJECT:	Ordinance 1996 - Amending Chapter 10 - Animals - Clarification of Animal Exploitation

BACKGROUND:

Over the past few years, there has been a lack of clarification as to whether or not Section 10-28 of the Code of Ordinances applies to circuses.

DISCUSSION:

Following discussion at a recent City Council meeting, staff was directed to revise the language within Section 10-28 to explicitly prohibit animal exploitation in the form of circuses. The attached ordinances revises the Code to do so.

This ordinance was approved by the City Council on March 10, 2025.

GOALS & OBJECTIVES

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

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact expected as a result of this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1996 on second reading and send to the mayor for signature.

Attachments

None

ORDINANCE: 1996

AN ORDINANCE AMENDING SECTION 10-28 – ANIMAL EXPLOITATION, 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 – AUTHORITY. The authority for enactment of this ordinance is section 166.021, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – AMENDING SECTION 10-28 OF THE CODE OF ORDINANCES – Section 10-28 of the Code of Ordinances is hereby amended as follows:

Sec. 10-28. Animal exploitation.

(a) A person shall not promote, operate, run, participate in, conduct, or allow any exploitative live animal contests, performances, or exhibitions, or other similar activity in which animals are encouraged, forced, or trained to perform in an exploitative, cruel, or harmful manner.

(b) A person or organization whether for profit, nonprofit, charity, or any other purpose, shall not offer an animal as a prize in response to participation in a contest, drawing of chance, merchandising premiums, promotional giveaways, or any other similar event.

(c) It shall be unlawful for any person to conduct, sponsor or operate a carnival or circus which includes animal contests, performances, exhibitions or other displays of non-domesticated live animals.

(c) Violations of this section shall be subject to penalties per section 10-6(d), with a fine set in the comprehensive fee schedule.

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

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

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

SECTION 6 – REPEAL OF CONFLICTING ORDINANCES. Ordinances, or parts of ordinances or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Passed and adopted by the City Council of Crestview, Florida on the 24th day of March, 2025.

ATTEST:

_____
Maryanne Girard
City Clerk

Approved by me this 24th day of March, 2025.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 8.1.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: 1st reading no PDB

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Tim Bolduc, City Manager
DATE:	3/20/2025
SUBJECT:	Ordinance 1981 - Choctawhatchee Electric Cooperative Franchise

BACKGROUND:

In 2009, the City approved a non-exclusive franchise for CHELCO to construct and operate in the City a system for distribution of electricity to CHELCO customers located in the City. The term of the agreement was for 15 years, ending in October, 2024.

DISCUSSION:

This ordinance is a new franchise, for a term of 10 years with two five-year renewals. The purpose of having two renewals is because the development of technology is driving rapid change in the legacy electrical distribution industry, and it may make sense to revisit terms, conditions or rates prior to the end of a 20 year agreement that would not necessarily require a new franchise to be considered.

The City will receive 6% of gross revenue derived from this franchise agreement, commencing in January, 2025 which is the second month after planned adoption of this ordinance in November. If CHELCO pays a higher franchise fee to any other unit of government, the rate paid to the City of Crestview will adjust to equal the highest rate paid by CHELCO.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.
Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The City currently receives franchise fee payments from CHELCO under the existing franchise, and there will be a slight increase to the franchise fee receipts. Otherwise, there will not be a financial impact to the City.

RECOMMENDED ACTION

Staff requests a motion to approve Ordinance 1981 on 1st Reading and move to 2nd Reading for final adoption.

Attachments

1. Ordinance No 1981 Chelco Franchise

ORDINANCE: 1981

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA GRANTING A NON-EXCLUSIVE FRANCHISE TO CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC., TO MAINTAIN AND OPERATE AN ELECTRIC PLANT AND AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM IN THE CITY OF CRESTVIEW AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES IN THE STREETS AND PUBLIC PLACES OF SAID CITY; PROVIDING THE TERMS AND CONDITIONS OF SUCH GRANT, PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Choctawhatchee Electric Cooperative, Inc. ("CHELCO") is providing electrical power to residents of the City of Crestview, Florida (the "City"); and

WHEREAS, CHELCO is providing electrical power to residents of Okaloosa County, Florida whose property may be annexed into the corporate limits of the City; and

WHEREAS, the City is not granting to CHELCO an exclusive franchise to provide electrical power to residents of the City; and

WHEREAS, CHELCO and the City have agreed for CHELCO to continue to utilize the City's streets and rights of way to provide electrical power to such persons and their property; and

WHEREAS, CHELCO has agreed to pay the fees as provided herein and to conduct operations in the City in accordance with the requirements of this ordinance.

SECTION 1. Findings. The City deems it necessary, desirable and in the interest of its citizens to establish a franchise granting CHELCO permission to occupy rights of way in the City for the purpose of providing electrical services.

SECTION 2. Grant of Franchise Privilege. In consideration of the benefits that will accrue to the City of Crestview and the inhabitants thereof, Choctawhatchee Electric Cooperative, Inc. a corporation under the laws of the State of Florida, its successors and assigns, hereinafter sometimes referred to as the Grantee, is hereby given, granted and vested with the right, authority, easement, privilege, and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said City of Crestview a plant or plants and system for the generation, transmission and distribution of electric energy for all purposes whatsoever.

SECTION 3. Rights to Operate. The Grantee, its successors and assigns, is hereby further given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in the City of Crestview, a system of poles, towers, conduits, cables, conductors, transforming stations, fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of electric energy for all purposes whatsoever in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges and public places in said City of Crestview, as they now exist or as they may hereafter be laid out or extended within the present and future limits of the City, together with the further right, privilege and franchise to construct, erect, suspend, install, extend, renew, repair and maintain and operate a system of poles, towers, conduits, cables, wires, conductors, transforming stations, generating stations, fittings and all appliances and appurtenances necessary or desirable to the generation and transmission within, unto, through, over and beyond the City of Crestview and to the furnishing, supplying and distributing to the City and the inhabitants and corporations both within and beyond the limits thereof, of electric energy for lighting, heating, power and all other purposes for which electric energy may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of the City. Grantor retains the

right to purchase or generate electric power for its own use but not for sale. The electric system, facilities and associated equipment and vehicles shall be located or relocated, erected or operated to interfere as little as possible with vehicular and pedestrian traffic over, along and across said public rights-of-way, streets, alleys, bridges, and public places and with reasonable egress and ingress to abutting and adjoining property.

SECTION 4. Franchise Area and Franchise Fees.
(a) The franchise area shall include all customers of the Grantee located within the municipal boundaries of the City. Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Grantor approves a Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to Grantee. Grantee must revise its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.

(b) As further consideration for the granting of the rights, privileges and franchises hereby granted, effective the first day of the second month after the effective date of this Ordinance, the Grantee, its successors and assigns, shall pay to the City within thirty (30) days after the first day of each month a franchise fee of six percent (6%) of grantee's revenue from the furnishing of electric service to customers served under all of its rate schedules within the corporate limits of the City collected during the preceding month. The percentage of such revenue to be collected by Grantee and paid to the City as a franchise fee may be changed by the City from time to time by ordinance at intervals of no less than (5) years, provided that the percentage shall in no event exceed that permitted by law and further provided that the provisions of Section 5 below shall control to the extent of any conflict with the fee amendment provisions of this Section 4. The City may grant such exemptions from payment of the fee as it may provide by ordinance from time to time, at intervals of no less than (5) years, within the limits allowed by law. The monthly payment may be made by wire transfer or check. Any monthly payment or any portion thereof received twenty (20) days after the due date shall be subject to interest at the rate of five percent (5%) per annum until all payments are paid in full.

SECTION 5. Most Favored Nations Provision.
(a) In the event Grantee shall hereafter accept an electric utility franchise from any other unit of government or municipal corporation providing for the payment of a franchise fee more than the amount provided for per Section 4 above, or a franchise which includes in the base rate or franchise fee calculation any additional revenue received by Grantee from its poles or pole locations (such as pole attachment charges to third parties), the Grantee shall immediately notify the Grantor, and the Grantor reserves the right to immediately amend this Franchise to require the Grantee to pay the Grantor such additional franchise fees. The Grantee's failure to notify Grantor of such additional payments does not limit Grantor's rights to such additional franchise fees nor limit Grantee's liability with respect thereto including late payments.
(b) In the event Grantor exercises its right to amend this Ordinance to adjust payment of the franchise fee in accordance with Section 5 (a), Grantee agrees to execute any such amendment and to continue to abide by all terms of this Ordinance as well as any amendments.
(c) In no event shall Grantor receive a franchise fee that is less, in terms of percentage, than any other governmental entity within Grantee's service area.

SECTION 6. Non-Exclusive Use. The right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive, and the Grantor reserves the right to grant similar use of said Rights-of-Way to any person at any time during the period of this. The incorporated area of Grantor, and areas which may be annexed into the corporate limits of the Grantor in the future, are served by one or more electric distribution utilities other than Grantee in service territories established by agreements approved by the Florida Public Service Commission. Nothing in this Ordinance is intended nor shall be construed to interfere with or prohibit such other electric distribution utilities' use of Grantor's Rights-of-Way for such purposes in their respective service territories, or to modify or restrict modification of territorial agreements as the same may be amended, modified, or approved by the Florida Public Service Commission from time to time.

SECTION 7. Proper Operations.
(a) The poles, towers, conduits, cables, conductors, transforming stations, generating stations, fittings, appliances and appurtenances shall be constructed in accordance with good engineering practices and so as not to unreasonably interfere with the proper use and appearance of streets, avenues, alleys, ways, bridges, and public places in the City and shall be maintained in reasonably good condition and repair.
(b) Poles and pole attachments shall at all times comply with NESC guidelines, including but not limited to Table 232-1 in effect on and after January 1, 2023.

i. Should Grantor notice a violation and report the violation to Grantee, Grantee will within 30 days from the date of receipt of written notification correct the violation and advise Grantor that the violation has been corrected, except in the case of a safety violation, in which case the Grantee will within 5 days from the date of receipt of written notification correct the violation. If there is a determination by Grantee there is no violation, Grantee through its qualified engineer will notify Grantor in writing within 30 days of the notification from Grantor of the reasons why there is no violation.
(c) Whenever right-of-way considerations, including road construction and maintenance improvements to existing roadways, make relocation of a pole or poles necessary, such relocations will be made by Grantee at its own expense.
i. Grantor will notify Grantee in writing of the need for pole relocations, and Grantee shall have 20 days of receipt of the relocation notice to provide an estimated time for completion, including removal of the original pole or poles, which will not exceed 150 days from the date of Grantor's relocation notice unless agreed in writing by Grantor.
ii. If Grantee fails to relocate poles as provided herein, it shall be a breach of this agreement. In the event of a breach, Grantor may remove poles and bill Grantee for all costs incurred and Grantor retains all other rights and remedies available to it, including termination of the franchise.

SECTION 8. Excavation, Maintenance and Restoration. Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges or public places of the City for the purpose of installing, maintaining, operating or repairing any poles, towers, conduits, cables or other appliances, the work shall be completed at Grantee's expense within a reasonable time and the Grantee shall upon the completion of such work restore such portions of the streets, avenues, alleys, ways or other public places to as good condition as it was before the opening or alteration was so made and will promptly remove any debris.

SECTION 9. Hold Harmless. The Grantor shall in no way be liable or responsible for any accident or damage which may occur due to the construction, location, relocation, operation, or maintenance by the Grantee of said poles, towers, conduits, wires, cables and other appliances, equipment and vehicles subject to the terms and conditions of this franchise. The Grantee hereby agrees to indemnify the Grantor and to hold it harmless against any and all liability, loss, cost, damage or any expense connected therewith including a reasonable attorney's fee incurred in the defense of any type of court action related hereto, which may accrue to the Grantor by reason of negligence, default or other misconduct of the Grantee in its construction, location, relocation, operating or maintenance of the facilities, vehicles, equipment of the electric system subject to this franchise.

SECTION 10. LIABILTY INSURANCE. Grantee shall always during the franchise term maintain, at Grantee's cost, a commercial general liability insurance policy protecting Grantor against all claims or demands that may arise or be claimed on account of Grantee's use of Grantor's streets and rights-of-way as provided herein. The minimum limits of liability for the policy shall be Three Million Dollars ($3,000,000) for injuries to persons in one accident, One million Dollars ($1,000,000) for any one person, and Two Hundred Fifty Thousand Dollars ($250,000) for damages to property. Grantee shall furnish Grantor proof such insurance is in effect and remains in effect.

SECTION 11. Rates, Rules, and Regulations.
(a) All rates for electrical service and rules and regulations governing the receipt of said service within the Grantor's limits, established by the Grantee from time to time, shall be reasonable and shall always be subject to such public regulation as may be provided by law. The Grantee recognizes its obligations to provide electric energy and power service within the City on reasonable terms and conditions at just, reasonable, and nondiscriminatory rates to all who request said service during the term of this franchise and thereafter, as required by law or by duly constituted public regulatory body.
(b) The Grantee agrees to file with the City upon request a complete set of rules and regulations and a complete set of tariffs or rate schedules under which electric service is provided within the City. Grantee shall also furnish any revisions of rules, regulations, and rates that have been adopted since the last previous filing, upon request.
(c) Grantor may, at its option and at its expense, and upon reasonable notice to Grantee, at any time within ninety (90) days after each anniversary date of this franchise examine the records of operations and accounting files, books and records as such records relate to the calculation of the franchise fee payments to the Grantor, as provided herein. The examination of such books, accounts, records or other materials necessary for determination of compliance with the terms, provisions and requirements of this franchise shall be during regular hours of business of the Grantee and at the corporate offices of the Grantee.

SECTION 12. Interruption of Service. In the event the supply of electric energy should be interrupted or fail by reason of accident or any cause beyond the control of the Grantee, the Grantee shall at its own expense, restore the service within

a reasonable time and such interruption shall not constitute a breach of this franchise nor shall the Grantee be liable for any loss or damages by reason of such interruption or failure.

SECTION 13. Metering of Service. The Grantee shall install and maintain, free of charge, meters for measuring current, and shall have free access to the premises of the consumer, from time to time, for the purpose of reading repairing, testing, and maintaining the meters and appurtenances. Such meters shall remain the property of the Grantee.

SECTION 14. Term of Franchise. The franchise granted by this ordinance shall exist and continue for a period of ten (10) years, with two five (5) year renewals that may be exercised by the City. The franchise granted by this ordinance is also subject to the terms and conditions of all applicable provisions of the Code of the City of Crestview.

SECTION 15. Forfeiture of this Franchise. Failure by the Grantee to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance, shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions, terms or requirements of this Ordinance. Both the Grantor and Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the question to make restitution or make good the default or failure before forfeiture shall result. The Grantor, at its discretion, may grant additional time to the Grantee for restitution and compliance as the necessities of the case may require.

SECTION 16. Other Franchises. Upon the request of the City, Grantee shall furnish the City a copy of all other franchises that it is granted from time to time during the life of this franchise.

SECTION 17. Monitoring Performance and Compliance. To fully implement the provisions of this franchise, Grantee agrees that, upon request from Grantor, Grantee's representative will meet the representative of Grantor to review the quality of services provided under this franchise. For the purpose of this function, "quality of services" shall include the performance of such other duties, tasks and obligations as are generally and reasonably regarded as incident to the safe and satisfactory discharge of responsibilities in the electric utility industry.

SECTION 18. Electrical Interference. It will be the responsibility of the Grantee to locate, monitor, and eliminate or repair any of its equipment that may be causing electrical interference of any kind with the radio or television facilities in the City. Should the Grantor discover interference problems, the Grantee will be notified, in which case the Grantee will have reasonable time to correct the problem. Further, the Grantee shall not install or replace existing equipment with new or novel equipment which will have an adverse effect on the performance of other communication systems or services or data transmission systems in the City.

SECTION 19. Tree Trimming. The Grantee shall be responsible for all tree trimming duties that are necessary to keep its power lines from being obstructed by limbs or branches. Reasonable care shall be exercised to prevent damage to City property. In the event of damage, Grantee will immediately inform the City of the extent and location of damage and be liable for said damages. The Grantee shall be expected to perform periodic inspections of its power lines within the City limits to assure that its lines are clear from the above-mentioned obstructions.

SECTION 20. Severability of Ordinance Sections. Should any section or provision of this Ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION 21. Successors and Assigns. Whenever in this Ordinance either the City of Crestview or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successor or assigns of the Grantor or the Grantee.

SECTION 22. Repealing Clause. All ordinances or parts of ordinances in conflict herewith be and the same hereby repealed to the extent of such conflict.

SECTION 23. Surrender of Rights. As a further consideration for the granting of the rights, privileges and franchises granted hereby, the Grantee surrenders all rights, privileges and franchises heretofore granted by the City of Crestview or

the State of Florida for any of the purposes stated herein and now enjoyed by Grantee in the City of Crestview. Provided, however, that such surrender shall not be effective unless and until this Ordinance shall be finally adopted and in effect and the rights, privileges and franchises granted hereby shall be validly in force and effect.

SECTION 24. Written Acceptance by Grantee. The Grantee, its successors, or assigns, shall, within thirty (30) days after this Ordinance shall take effect, file a written acceptance of the Ordinance with the City Clerk of Crestview.

SECTION 25. Effective Date. This ordinance shall take effect upon passage.

Passed and adopted by the City Council of Crestview, Florida on the ____ day of April 2025.

Approved this ____ day of April, 2025.

_____
J. B. Whitten, Mayor

ATTEST:

_____
Maryanne Girard, City Clerk

ORDINANCE NO. 1981

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA GRANTING A NON-EXCLUSIVE FRANCHISE TO CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC., TO MAINTAIN AND OPERATE AN ELECTRIC PLANT AND AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM IN THE CITY OF CRESTVIEW AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES IN THE STREETS AND PUBLIC PLACES OF SAID CITY; PROVIDING THE TERMS AND CONDITIONS OF SUCH GRANT, PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Choctawhatchee Electric Cooperative, Inc. ("CHELCO") is providing electrical power to residents of the City of Crestview, Florida (the "City"); and

WHEREAS, CHELCO is providing electrical power to residents of Okaloosa County, Florida whose property may be annexed into the corporate limits of the City; and

WHEREAS, the City is not granting to CHELCO an exclusive franchise to provide electrical power to residents of the City; and

WHEREAS, CHELCO and the City have agreed for CHELCO to continue to utilize the City's streets and rights of way to provide electrical power to such persons and their property; and

WHEREAS, CHELCO has agreed to pay the fees as provided herein and to conduct operations in the City in accordance with the requirements of this ordinance.

SECTION 1. Findings. The City deems it necessary, desirable and in the interest of its citizens to establish a franchise granting CHELCO permission to occupy rights of way in the City for the purpose of providing electrical services.

SECTION 2. Grant of Franchise Privilege. In consideration of the benefits that will accrue to the City of Crestview and the inhabitants thereof, Choctawhatchee Electric Cooperative, Inc. a corporation under the laws of the State of Florida, its successors and assigns, hereinafter sometimes referred to as the Grantee, is hereby given, granted and vested with the right, authority,

easement, privilege, and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in said City of Crestview a plant or plants and system for the generation, transmission and distribution of electric energy for all purposes whatsoever.

SECTION 3. Rights to Operate. The Grantee, its successors and assigns, is hereby further given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct in the City of Crestview, a system of poles, towers, conduits, cables, conductors, transforming stations, fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of electric energy for all purposes whatsoever in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges and public places in said City of Crestview, as they now exist or as they may hereafter be laid out or extended within the present and future limits of the City, together with the further right, privilege and franchise to construct, erect, suspend, install, extend, renew, repair and maintain and operate a system of poles, towers, conduits, cables, wires, conductors, transforming stations, generating stations, fittings and all appliances and appurtenances necessary or desirable to the generation and transmission within, unto, through, over and beyond the City of Crestview and to the furnishing, supplying and distributing to the City and the inhabitants and corporations both within and beyond the limits thereof, of electric energy for lighting, heating, power and all other purposes for which electric energy may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of the City. Grantor retains the right to purchase or generate electric power for its own use but not for sale. The electric system, facilities and associated equipment and vehicles shall be located or relocated, erected or operated to interfere as little as possible with vehicular and pedestrian traffic over, along and across said public rights-of-way, streets, alleys, bridges, and public places and with reasonable egress and ingress to abutting and adjoining property.

SECTION 4. Franchise Area and Franchise Fees.

(a) The franchise area shall include all customers of the Grantee located within the municipal boundaries of the City. Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Grantor approves a Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to Grantee. Grantee must revise its payments due to any expansion or reduction by annexation or contraction within a

reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.

(b) As further consideration for the granting of the rights, privileges and franchises hereby granted, effective the first day of the second month after the effective date of this Ordinance, the Grantee, its successors and assigns, shall pay to the City within thirty (30) days after the first day of each month a franchise fee of six percent (6%) of grantee's revenue from the furnishing of electric service to customers served under all of its rate schedules within the corporate limits of the City collected during the preceding month. The percentage of such revenue to be collected by Grantee and paid to the City as a franchise fee may be changed by the City from time to time by ordinance at intervals of no less than (5) years, provided that the percentage shall in no event exceed that permitted by law and further provided that the provisions of Section 5 below shall control to the extent of any conflict with the fee amendment provisions of this Section 4. The City may grant such exemptions from payment of the fee as it may provide by ordinance from time to time, at intervals of no less than (5) years, within the limits allowed by law. The monthly payment may be made by wire transfer or check. Any monthly payment or any portion thereof received twenty (20) days after the due date shall be subject to interest at the rate of five percent (5%) per annum until all payments are paid in full.

SECTION 5. Most Favored Nations Provision.

(a) In the event Grantee shall hereafter accept an electric utility franchise from any other unit of government or municipal corporation providing for the payment of a franchise fee more than the amount provided for per Section 4 above, or a franchise which includes in the base rate or franchise fee calculation any additional revenue received by Grantee from its poles or pole locations (such as pole attachment charges to third parties), the Grantee shall immediately notify the Grantor, and the Grantor reserves the right to immediately amend this Franchise to require the Grantee to pay the Grantor such additional franchise fees. The Grantee's failure to notify Grantor of such additional payments does not limit Grantor's rights to such additional franchise fees nor limit Grantee's liability with respect thereto including late payments.

(b) In the event Grantor exercises its right to amend this Ordinance to adjust payment of the franchise fee in accordance with Section 5 (a), Grantee agrees to execute any such amendment and to continue to abide by all terms of this Ordinance as well as any amendments.

(c) In no event shall Grantor receive a franchise fee that is less, in terms of percentage, than any other governmental entity within Grantee's service area.

SECTION 6. Non-Exclusive Use. The right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive, and the Grantor reserves the right to grant similar use of said Rights-of-Way to any person at any time during the period of this. The incorporated area of Grantor, and areas which may be annexed into the corporate limits of the Grantor in the future, are served by one or more electric distribution utilities other than Grantee in service territories established by agreements approved by the Florida Public Service Commission. Nothing in this Ordinance is intended nor shall be construed to interfere with or prohibit such other electric distribution utilities' use of Grantor's Rights-of-Way for such purposes in their respective service territories, or to modify or restrict modification of territorial agreements as the same may be amended, modified, or approved by the Florida Public Service Commission from time to time.

SECTION 7. Proper Operations.

(a) The poles, towers, conduits, cables, conductors, transforming stations, generating stations, fittings, appliances and appurtenances shall be constructed in accordance with good engineering practices and so as not to unreasonably interfere with the proper use and appearance of streets, avenues, alleys, ways, bridges, and public places in the City and shall be maintained in reasonably good condition and repair.

(b) Poles and pole attachments shall at all times comply with NESC guidelines, including but not limited to Table 232-1 in effect on and after January 1, 2023.

i. Should Grantor notice a violation and report the violation to Grantee, Grantee will within 30 days from the date of receipt of written notification correct the violation and advise Grantor that the violation has been corrected, except in the case of a safety violation, in which case the Grantee will within 5 days from the date of receipt of written notification correct the violation. If there is a determination by Grantee there is no violation, Grantee through its qualified engineer will notify

Grantor in writing within 30 days of the notification from Grantor of the reasons why there is no violation.

(c) Whenever right-of-way considerations, including road construction and maintenance improvements to existing roadways, make relocation of a pole or poles necessary, such relocations will be made by Grantee at its own expense.

i. Grantor will notify Grantee in writing of the need for pole relocations, and Grantee shall have 20 days of receipt of the relocation notice to provide an estimated time for completion, including removal of the original pole or poles, which will not exceed 150 days from the date of Grantor's relocation notice unless agreed in writing by Grantor.

ii. If Grantee fails to relocate poles as provided herein, it shall be a breach of this agreement. In the event of a breach, Grantor may remove poles and bill Grantee for all costs incurred and Grantor retains all other rights and remedies available to it, including termination of the franchise.

SECTION 8. Excavation, Maintenance and Restoration. Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges or public places of the City for the purpose of installing, maintaining, operating or repairing any poles, towers, conduits, cables or other appliances, the work shall be completed at Grantee's expense within a reasonable time and the Grantee shall upon the completion of such work restore such portions of the streets, avenues, alleys, ways or other public places to as good condition as it was before the opening or alteration was so made and will promptly remove any debris.

SECTION 9. Hold Harmless. The Grantor shall in no way be liable or responsible for any accident or damage which may occur due to the construction, location, relocation, operation, or maintenance by the Grantee of said poles, towers, conduits, wires, cables and other appliances, equipment and vehicles subject to the terms and conditions of this franchise. The Grantee hereby agrees to indemnify the Grantor and to hold it harmless against any and all liability, loss, cost, damage or any expense connected therewith including a reasonable attorney's fee incurred in the defense of any type of court action related hereto, which may accrue to the Grantor by reason of negligence, default or other misconduct of the Grantee in its construction, location, relocation, operating or maintenance of the facilities, vehicles, equipment of the electric system subject to this franchise.

SECTION 10. LIABILTY INSURANCE. Grantee shall always during the franchise term maintain, at Grantee's cost, a commercial general liability insurance policy protecting Grantor against all claims or demands that may arise or be claimed on account of Grantee's use of Grantor's streets and rights-of-way as provided herein. The minimum limits of liability for the policy shall be Three Million Dollars ($3,000,000) for injuries to persons in one accident, One million Dollars ($1,000,000) for any one person, and Two Hundred Fifty Thousand Dollars ($250,000) for damages to property. Grantee shall furnish Grantor proof such insurance is in effect and remains in effect.

SECTION 11. Rates, Rules, and Regulations.

(a) All rates for electrical service and rules and regulations governing the receipt of said service within the Grantor's limits, established by the Grantee from time to time, shall be reasonable and shall always be subject to such public regulation as may be provided by law. The Grantee recognizes its obligations to provide electric energy and power service within the City on reasonable terms and conditions at just, reasonable, and nondiscriminatory rates to all who request said service during the term of this franchise and thereafter, as required by law or by duly constituted public regulatory body.

(b) The Grantee agrees to file with the City upon request a complete set of rules and regulations and a complete set of tariffs or rate schedules under which electric service is provided within the City. Grantee shall also furnish any revisions of rules, regulations, and rates that have been adopted since the last previous filing, upon request.

(c) Grantor may, at its option and at its expense, and upon reasonable notice to Grantee, at any time within ninety (90) days after each anniversary date of this franchise examine the records of operations and accounting files, books and records as such records relate to the calculation of the franchise fee payments to the Grantor, as provided herein. The examination of such books, accounts, records or other materials necessary for determination of compliance with the terms, provisions and requirements of this franchise shall be during regular hours of business of the Grantee and at the corporate offices of the Grantee.

SECTION 12. Interruption of Service. In the event the supply of electric energy should be interrupted or fail by reason of accident or any cause beyond the control of the Grantee, the Grantee

shall at its own expense, restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise nor shall the Grantee be liable for any loss or damages by reason of such interruption or failure.

SECTION 13. Metering of Service. The Grantee shall install and maintain, free of charge, meters for measuring current, and shall have free access to the premises of the consumer, from time to time, for the purpose of reading repairing, testing, and maintaining the meters and appurtenances. Such meters shall remain the property of the Grantee.

SECTION 14. Term of Franchise. The franchise granted by this ordinance shall exist and continue for a period of ten (10) years, with two five (5) year renewals that may be exercised by the City. The franchise granted by this ordinance is also subject to the terms and conditions of all applicable provisions of the Code of the City of Crestview.

SECTION 15. Forfeiture of this Franchise. Failure by the Grantee to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance, shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions, terms or requirements of this Ordinance. Both the Grantor and Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the question to make restitution or make good the default or failure before forfeiture shall result. The Grantor, at its discretion, may grant additional time to the Grantee for restitution and compliance as the necessities of the case may require.

SECTION 16. Other Franchises. Upon the request of the City, Grantee shall furnish the City a copy of all other franchises that it is granted from time to time during the life of this franchise.

SECTION 17. Monitoring Performance and Compliance. To fully implement the provisions of this franchise, Grantee agrees that, upon request from Grantor, Grantee's representative will meet the representative of Grantor to review the quality of services provided under this franchise. For the purpose of this function, "quality of services" shall include the performance of such other duties, tasks and obligations as are generally and reasonably regarded as incident to the safe and satisfactory discharge of responsibilities in the electric utility industry.

SECTION 18. Electrical Interference. It will be the responsibility of the Grantee to locate, monitor, and eliminate or repair any of its equipment that may be causing electrical interference of any kind with the radio or television facilities in the City. Should the Grantor discover interference problems, the Grantee will be notified, in which case the Grantee will have reasonable time to correct the problem. Further, the Grantee shall not install or replace existing equipment with new or novel equipment which will have an adverse effect on the performance of other communication systems or services or data transmission systems in the City.

SECTION 19. Tree Trimming. The Grantee shall be responsible for all tree trimming duties that are necessary to keep its power lines from being obstructed by limbs or branches. Reasonable care shall be exercised to prevent damage to City property. In the event of damage, Grantee will immediately inform the City of the extent and location of damage and be liable for said damages. The Grantee shall be expected to perform periodic inspections of its power lines within the City limits to assure that its lines are clear from the above-mentioned obstructions.

SECTION 20. Severability of Ordinance Sections. Should any section or provision of this Ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION 21. Successors and Assigns. Whenever in this Ordinance either the City of Crestview or the Grantee is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successor or assigns of the Grantor or the Grantee.

SECTION 22. Repealing Clause. All ordinances or parts of ordinances in conflict herewith be and the same hereby repealed to the extent of such conflict.

SECTION 23. Surrender of Rights. As a further consideration for the granting of the rights, privileges and franchises granted hereby, the Grantee surrenders all rights, privileges and franchises heretofore granted by the City of Crestview or the State of Florida for any of the purposes stated herein and now enjoyed by Grantee in the City of Crestview. Provided, however, that such surrender shall not be effective unless and until this Ordinance shall be finally adopted and in effect and the rights, privileges and franchises granted hereby shall be validly in force and effect.

SECTION 24. Written Acceptance by Grantee. The Grantee, its successors, or assigns, shall, within thirty (30) days after this Ordinance shall take effect, file a written acceptance of the Ordinance with the City Clerk of Crestview.

SECTION 25. Effective Date. This ordinance shall take effect upon passage.

Passed and adopted by the City Council of Crestview, Florida on the ____ day of April, 2025.

Approved this ____ day of April, 2025.

_____

J. B. Whitten, Mayor

ATTEST:

_____

Maryanne Girard, City Clerk

Grantee, Choctawhatchee Electric Cooperative, Inc. ("CHELCO"), agrees to the terms of the franchise agreement set forth in Ordinance Number 1981 of the City of Crestview, Florida. The individual signing on behalf of CHELCO acknowledges, represents and warrants that he or she has the power to bind CHELCO to the terms and conditions of the franchise agreement and modifications or amendments thereto.

By: _____
(Printed Name)
Its: _____
(Title)

_____
(Signature)

_____
(Date)

CITY OF CRESTVIEW Item # 9.1.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Resolution

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Carlos Jones, Director
DATE:	3/20/2025
SUBJECT:	Resolution 25 - 10 Amending Authorizing Resolution 24-2 for State Road Bypass Utilities SRF

BACKGROUND:

The SW Crestview Bypass project consists of construction of a new 16" water main, a 16" sanitary sewer force main, a 12" sanitary sewer force main, and a 12" reclaimed water main along the new State Rd 85 Bypass Roadway. It will also consist of a new 750,000 gallon water tower on the new K-8 school site. In addition, a new lift station will be constructed along the bypass. ESCS shall provide and install the new utility mains for $4,920,092.74. Landmark Structures shall provide and install the water tower for $5,018,248. The lift station construction has yet to be awarded.

DISCUSSION:

This resolution authorizes Jacobs Engineering Group to prepare the needed documents in order to comply with the State Revolving Fund (SRF) Loan Program. The projects along the SW Crestview Bypass will be funded by the SRF program. It was resolved in January; however, DEP and SRF had two corrections that needed to be made to sections 2 and 4. Therefore, it must become a corrected Resolution.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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

Infrastructure- Satisfy current and future infrastructure needs

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

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

No financial impact as a result of these corrections.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Resolution 25 -10.

Attachments

1. Resolution 25- 10 Adopting Facility Plan_Crestview_SR85 Bypass Utilities

RESOLUTION: 2025- 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF THE STATE ROAD 85 BYPASS UTILITIES AND REGIONAL LIFT STATION PROJECT, EFFECTIVE THIS DATE

WHEREAS, The City Council of Crestview, Florida (The Council) hereby approves the submission of an application for an SRF low-interest loan (the Loan) for the State Road 85 Bypass Utilities and Regional Lift Station Project (the Project), hereby accepting the planning documentation and meeting other purposes; and

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of water and wastewater infrastructure; and Florida Administrative Code requires the formal authorization by The Council to formally adopt a facility plan outlining necessary water and wastewater system improvements to comply with State of Florida funding requirements; and

WHEREAS, The Council authorized Jacobs Engineering Group to prepare a planning document in order to comply with the requirements of State Statutes and Florida Administrative Code pertaining to the SRF Loan Program; and

WHEREAS, formal adoption of the proposed planning document is required for the City of Crestview to participate in the State Revolving Loan Fund Program;

WHEREAS, Resolution 24-2 was passed on January 8, 2024 and certain stipulations need to be corrected in Sections 2 and 4.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA THAT:

The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

SECTION 1: The Mayor is authorized to:

A. Accept the planning document on the project prepared by Jacobs, dated May 2023; and
B. Certify that this public hearing was held on January 8, 2024; and
C. Certify that the financial planning information discussed at the public hearing is correct and that the City of Crestview has the capability to repay the loan; and
D. Certify that the project is in accordance with the City's Comprehensive Plan.

SECTION 2: The Mayor is further authorized to submit an application for an SRF loan The Mayor is authorized to apply for a loan to finance the project(s) to the FDEP and to furnish such information as they may request in connection with an application for the SRF loan, including assurances of financial capability to repay the loan.

SECTION 3: The Mayor is further authorized to execute any and all other necessary instruments in connection with obtaining the SRF loan for the project.

SECTION 4: The net water and sewer system revenues, including reconnection fees, after payments of all prior and senior liens, are pledged for the repayment of the loan.

SECTION 5: All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6: If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 2. EFFECTIVE DATE

This Resolution shall take effect upon its approval and adoption by the City Council.

Approved and adopted this 24th day of March 2025.

APPROVED BY ME THIS 24TH DAY OF March 2025.

ATTEST: CITY OF CRESTVIEW, FLORIDA

_____ _____

Maryanne Girard Doug Capps
City Clerk Mayor Pro-Tem

RESOLUTION 25-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF THE STATE ROAD 85 BYPASS UTILITIES AND REGIONAL LIFT STATION PROJECT, EFFECTIVE THIS DATE

WHEREAS, The City Council of Crestview, Florida (The Council) hereby approves the submission of an application for an SRF low-interest loan (the Loan) for the State Road 85 Bypass Utilities and Regional Lift Station Project (the Project), hereby accepting the planning documentation and meeting other purposes; and

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of water and wastewater infrastructure; and Florida Administrative Code requires the formal authorization by The Council to formally adopt a facility plan outlining necessary water and wastewater system improvements to comply with State of Florida funding requirements; and

WHEREAS, The Council authorized Jacobs Engineering Group to prepare a planning document in order to comply with the requirements of State Statutes and Florida Administrative Code pertaining to the SRF Loan Program; and

WHEREAS, formal adoption of the proposed planning document is required for the City of Crestview to participate in the State Revolving Loan Fund Program;

WHEREAS, Resolution 24-2 was passed on January 8, 2024 and certain stipulations needed to be corrected in Sections 2 and 4.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA THAT:

The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

SECTION 1: The Mayor is authorized to:

A. Accept the planning document on the project prepared by Jacobs, dated May 2023; and
B. Certify that this public hearing was held on January 8, 2024; and
C. Certify that the financial planning information discussed at the public hearing is correct and that the City of Crestview has the capability to repay the loan; and
D. Certify that the project is in accordance with the City's Comprehensive Plan.

SECTION 2: The Mayor is authorized to apply for a loan to finance the project(s) to the FDEP and to furnish such information as they may request in connection with an application for the SRF loan, including assurances of financial capability to repay the loan.

SECTION 3: The Mayor is further authorized to execute any and all other necessary instruments in connection with obtaining the SRF loan for the project.

SECTION 4: The net water and sewer system revenues after payments of all prior and senior liens, are pledged for the repayment of the loan.

SECTION 5: All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6: If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 2. EFFECTIVE DATE

This Resolution shall take effect upon its approval and adoption by the City Council.

Approved and adopted this 24th day of March 2025.

APPROVED BY ME THIS 24TH DAY OF March 2025.

ATTEST:

Maryanne Girard
City Clerk

CITY OF CRESTVIEW, FLORIDA

Doug Capps
Mayor Pro-Tem

CITY OF CRESTVIEW Item # 12.1.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Gina Toussaint, Finance Director
DATE:	3/20/2025
SUBJECT:	Financial Update - Finance Director

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

DISCUSSION:
Below you will find the links to the January Monthly Financial Statement and February check registers.

Follow this link by clicking on the icon with the arrow for the February Check Register.

Follow this link by clicking on the icon with the arrow for the February Amazon Check Register.

Follow this link by clicking on the icon with the arrow for the January Monthly Financial Statement.

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

For informational purposes.

RECOMMENDED ACTION

No action required.

Attachments

None

CITY OF CRESTVIEW Item # 12.2.

Staff Report

CITY COUNCIL MEETING DATE: March 24, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jessica Leavins, Administrative Services Director
DATE:	3/20/2025
SUBJECT:	City Manager Updates

BACKGROUND:

The City Manager provides an update on current projects to the City Council.

DISCUSSION:

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.
Financial Sustainability- Achieve long term financial sustainability

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Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

n/a

Attachments

None