CITY of CRESTVIEW
CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA
MAY 12, 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. Proclamation declaring the week of May 19 - May 23, 2025 as Public Works Week
6. **Consent Agenda**
   - 6.1. MOU - Municipal Mutual Aid Agreement
   - 6.2 Approval of City Council Regular Meeting Minutes of April 28, 2025
7. **Public Hearings / Ordinances on Second Reading**
   - 7.1. Ordinance 1998 - Traffic Safety Cameras - Novoa Global
8. **Ordinances on First Reading**
   - 8.1. Ordinance 2000 - Main Street Development Standards
   - 8.2. Ordinance 2001 - Signs in I-10/Fallen Heroes Corridor
   - 8.3. Ordinance 2002 - Main Street Truck Traffic/Sidewalk Dining
9. **Resolutions**
10. **Action Items**
    - 10.1. Novoa Global Agreement
    - 10.2. Final Plat - Garden Villa Townhomes Phase 1
    - 10.3. Charitable Donation Agreement
11. **City Clerk Report**
    - 11.1. Monthly Update
12. **City Manager Report**
    - 12.1. Development Report
    - 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 titles 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 the 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: May 12, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	3/24/2025
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: May 12, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jerry Whitten, Mayor
DATE:	5/8/2025
SUBJECT:	Proclamation declaring the week of May 19 - May 23, 2025 as Public Works Week

BACKGROUND:

2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

DISCUSSION:

Mayor J.B. Whitten has designated the week of May 18–25, 2025 as National Public Works Week and urges all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make in protecting our national health, safety, and quality of life.

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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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

1. National Public Works Week 2025

National Public Works Week

May 18-24, 2025

"People, Purpose, Presence"

WHEREAS Public works professionals are dedicated to advancing vital infrastructure, facilities, and services that foster sustainable and resilient communities, enhancing public health, quality of life, and the overall well-being of the people of Crestview, FL and,

WHEREAS The vital infrastructure, facilities, and services we depend on owe their existence to the unwavering commitment of public works professionals. These dedicated engineers, managers, and employees at all levels—both in government and the private sector—are the champions of rebuilding, improving, and safeguarding our nation's transportation systems, water supply, water treatment, solid waste systems, public buildings, and other essential structures that empower and uplift our citizens and,

WHEREAS It is essential for citizens, civic leaders, and children in Crestview, FL, to understand and appreciate the importance of public works and public works programs in their communities. They should actively seek knowledge about these programs and maintain a continuous interest in their significance and,

WHEREAS The year 2025 marks the 65th annual National Public Works Week, sponsored by the American Public Works Association and the Canadian Public Works Association. This year's theme for National Public Works Week is "People, Purpose, Presence" which highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day

THEREFORE, I, Mayor JB Whitten of Crestview, FL, proudly proclaim the week of May 18–24, 2025, as National Public Works Week. I invite all citizens to join alongside representatives of the American Public Works Association and government agencies in a collective celebration of our dedicated public works professionals, engineers, managers, and employees. Together, let us honor their remarkable contributions to safeguarding our national health and safety and uplifting the quality of life for all.

JB Whitten

CITY OF CRESTVIEW Item # 6.1.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Stephen McCosker, Police Chief
DATE:	5/8/2025
SUBJECT:	MOU - Municipal Mutual Aid Agreement

BACKGROUND:

This is an updated Memorandum of Understanding of a previously entered into Memorandum of Understanding with other municipalities within Okaloosa County.

DISCUSSION:

This Memorandum of Understanding will allow the Crestview Police Department to obtain assistance from other municipalities within Okaloosa County when needed. This Memorandum of Understanding will also allow the Crestview Police Department to provide law enforcement assistance to other municipalities when requested.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows:
Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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

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

Safety-Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

Staff respectfully requests a motion to renew the Mutual Aid for Operational Assistance and Voluntary Cooperation MAA.

Attachments

1. Operational Assistance & Voluntary Cooperation MAA

COMBINED

OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION

MUNICIPAL MUTUAL AID AGREEMENT

WINTESS TO

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Situations including but not limited to emergencies and disasters as defined under Section 25234, F.S.; and

(2) Continuing multi-jurisdictional law enforcement problems, so as to protect the public peace and safety and preserve the lives and property of the people; and

WHEREAS, the Crestview Police Department, the Fort Walton Beach Police Department, the Niceville Police Department, the Shalimar Police Department, the Valparaiso Police Department, the Northwest Florida State College Police Department and the 961h Security Forces Squadron have the authority under Section 23.1255,F.S; et seq; the Florida Municipal Aid Act to enter into a combined Municipal Aid Agreement for law enforcement service which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 25234, F.S.

NOW, THEREFORE, the parties agree as follows:

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts parades, special events, escapes from detention facilities or custody, and incidents requiring utilization of specialized units, to include; traffic units, SWAT or SRT,K-9, drug interdiction, crime scene investigation, marine patrol or any other unit or division to which the entering agencies agree.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited forceable felonies, gambling, vice and drug violations and in support of backup service during patrol activities, school resource officers on official duty out of their jurisdiction, off duty details, Driving Under the Influence (DUI) enforcement and inter- agency task forces and/or joint investigations.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, such party shall notify the agency or agencies from whom such assistance is required. The law enforcement agency head, or authorized designee, whose assistance is sought; shall evaluate the situation and available resources and will respond in a manner deemed appropriate.

The agency head, whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or inwriting as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters such as traveling through the jurisdiction on routine business, attending a meeting, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render immediate enforcement assistance and act in accordance with the law. Should enforcement action be taken, said party shall notify the agency having jurisdiction and upon the latter's arrival, turn the situation over and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken or if requested by the agency of jurisdiction handle the event.

This section is also intended to grant general authority to conduct investigations, serve warrants and/or subpoenas and is intended to address critical life threatening or public safety situations, prevent bodily injury to citizens or secure apprehension of criminals who the law enforcement officer may encounter. In all situations the agency with jurisdiction must be contacted as soon as practical.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the department requesting assistance.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provision of Section 768.28, F.S. where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of each participating department, when actually engaging in mutual cooperation and assistance outside of their jurisdiction limits but inside the State of Florida, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if the employee was preforming duties inside the employee's political subdivisions in which normally employed.

b. Each party agrees to furnish the necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided; however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.

c. A pollical subdivision that furnishes equipment pursuant to this party must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The agency furnishing aid pursuant to this section shall compensate its appointee/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance relief, disability, workers compensation, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency, apply to the employee to the same degree manner and extent while engaged in the performance to the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with effect to paid, volunteer and reserve employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder or effect their ability to request reimbursement from other available sources.

SECTION VII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until April 1, 2028. Under no circumstance may this agreement be renewed, amended, or extended except in writing.

SECTION VIII: CANCELLATION

Any party may cancel their participation in this agreement upon delivery of written notice to the other parties. Cancellation will be at the direction for any subscribing party.

Stephen McCosker, Chief of Police
Crestview, FL

Date

JB Whitten, Mayor
Crestview, FL

Date

Robert Bage, Chief of Police
Fort Walton Beach, FL

4-22-25
Date

Dennis Reeves, City Manager (Interim)
Fort Walton Beach, FL

4/22/25
Date

Mark Hayse, Chief of Police
Niceville, FL

4/29/25
Date

David Deitch, City Manager
Niceville, FL

4/29/2025
Date

Joseph Hart, Chief of Police
Valparaiso, FL

4/29/2025
Date

Brent Smith, Mayor
Valparaiso, FL

4/29/2025
Date

Michael Jacobs, Chief of Police
Shalimar, FL

4/30/2025
Date

Mark Franks, Mayor
Shalimar, FL

4/30/2025
Date

Aaron Murray, Chief of Police
Northwest Florida State College

29 April 2025
Date

96th Security Forces
Squadron Commander

Date

CITY OF CRESTVIEW Item # 6.2.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 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:	5/5/2025
SUBJECT:	Approval of City Council Regular Meeting Minutes of April 28, 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;
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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 April 28, 2025.

Attachments

1. 04282025 City Council Regular Meeting Minutes Draft

City Council Minutes - DRAFT
April 28, 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 JB Whitten. Board members present: Mayor Pro-Tem Doug Capps. Council members: Ryan Bullard, Dusty Allison, and Shannon Hayes. Also present: Deputy City Manager Jessica Leavins, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, and various staff members. Councilmember Brandon Frost was excused.

2. Invocation, Pledge of Allegiance

The Invocation and Pledge of Allegiance was led by Pastor Mathew Hargett of Crosspoint South.

3. Open Policy Making and Legislative Session

Mayor JB Whitten declared a quorum was present.

4. Approve Agenda

Mayor JB Whitten called for action.

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

5. Presentations and Reports

5.1. Proclamation Declaring May 4 - May 10, 2025 as Professional Municipal Clerks Week

Mayor JB Whitten called City Clerk Maryanne Girard and Deputy City Clerk Natasha Peacock forward to receive a proclamation declaring May 4 - May 10, 2025, as Professional Municipal Clerks Week.

5.2. Memorial for Kadance Fredericksen

Mayor JB Whitten presented a dedication for Kadance Fredericksen. He asked the parents, Matt and Lisa, to come forward. He stated that Senator Don Gaetz, Senator Jay Trumbull, and Representative Patt Maney sent in letters of support for the initiative to exemplify the meaning of Kadance's life with the memorial bench at "Kada's Korner". The left side corner will include Kada's Promise. The City Council supported the initiative, as well.

Mayor JB Whitten announced they had been informed of an anonymous donor to pay for the memorial.

6. Consent Agenda

6.1. Approval of City Council Regular Meeting Minutes of April 14, 2025

Mayor JB Whitten called for action.

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

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1981 - Choctawhatchee Electric Cooperative Franchise

City Attorney Jonathan Holloway presented Ordinance 1981 - Choctawhatchee Electric Cooperative Franchise to the City Council. He explained it regards the distribution of energy and will be for a period of ten years with a five-year renewal option. He then asked the City Clerk to read Ordinance 1981 by title.

City Clerk Maryanne Girard read Ordinance 1981 aloud: 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.

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

Motion by Councilmember Shannon Hayes and seconded by Councilmember Doug Capps to approve Ordinance 1981 on 2nd reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Dusty Allison. All ayes. Motion carried.

7.2. Ordinance 1991 – Setbacks on Unopened or Terminating Rights-of-way

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1991 - Setbacks or Terminating Rights-of-Way to the City Council. He explained it is regarding setbacks on older roads with lots that are too narrow to build upon. This update serves to amend a handful of amendments to the Land Development Code, as staff determined that the requirement for the larger front setback, versus a smaller side setback, provided any benefit or protection to adjacent properties. He then asked the City Clerk to read Ordinance 1991 by title.

City Clerk Maryanne Girard read Ordinance 1991 aloud: An Ordinance Amending Section 6.00.02 of the City of Crestview Land Development Code; Providing For Authority; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For An Effective Date.

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

Motion by Councilmember Dusty Allison and seconded by Councilmember Ryan Bullard to approve Ordinance 1991 on 2nd reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Dusty Allison. All ayes. Motion carried.

7.3. Ordinance 1997 - Mobility Fee

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1997 - Mobility Fee, to the City Council stating staff who have worked with the County and the consultant on the development of the fee schedule and mobility plan. He added the ordinance serves to amend the Code of Ordinances to adopt the language necessary to administer the Mobility Fee. The passage also serves to adopt the Mobility Plan and Technical Report, as well as amending the Comprehensive Fee Schedule. He then asked the City Clerk to read Ordinance 1991 by title.

City Clerk Maryanne Girard read Ordinance 1991 aloud: An Ordinance of the City Council of the City of Crestview, Florida, Amending Chapter 86 Traffic and Vehicles, Article V – Mobility Fee, of the Code of Ordinances; Establishing the City of Crestview Mobility Fee System; Setting Forth Intent and Purpose For Mobility Fees, and Adoption of the Mobility Plan and Mobility Fee Technical Report; Providing For Imposition; Providing For Exemption; Providing A Mobility Fee Schedule; Providing For Determinations, Agreements, Credits; Establishment of Benefit Districts; Providing For Expenditures, Refunds, Effects On Land Development Regulations; Establishment of An Administrative Manual and Service Charges; Providing For Annual Reporting, Review and Updates, Appeals, Vested Rights, and Penalties; Providing For Authority; Providing For Amendment of the Comprehensive Fee Schedule; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal Of Conflicting Codes And Ordinances; And Providing For An Effective Date.

Mayor JB Whitten called for comment from the Council and from the public.

Citizen, Chad Crandall, asked about the purpose of the mobility fee, whether it is new, and whether it is separate from an impact fee. Deputy City Manager J. Leavins explained the fees are a type of impact fee and the calculation is different than how it had been previously calculated.

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Ryan Bullard to approve Ordinance 1991 on 2nd reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Dusty Allison. All ayes. Motion carried.

8. Ordinances on First Reading

8.1. Ordinance 1998 - Traffic Safety Cameras - Novoa Global

Chief Stephen McCosker presented Ordinance 1998 - Traffic Safety Cameras to the City Council for first reading. He stated that the traffic data was analyzed revealing recurring speeding violations near four local schools: Davidson Middle School,

Crestview High School, Northwood Elementary, and Riverside Elementary. He then asked the City Clerk to read Ordinance 1998 by title.

City Clerk Maryanne Girard read Ordinance 1998 aloud: An Ordinance of the City Council of the City of Crestview, Florida To Be Called "The City of Crestview School Zone Speed Enforcement Ordinance"; Amending City of Crestview Code of Ordinances, Chapter 86, Article IV - School Zone Speed Enforcement; Providing For Purpose, Intent, and Definitions; Establishing A School Zone Speed Enforcement Program and Authorizing the Use of Speed Detection Systems Within the City; Providing For Program Implementation Requirements; Providing For Designation of School Zones; Providing For Enforcement Procedures; Providing For Collection of Evidence, Public Records, and Retention Requirements; Providing For Annual Reporting Requirements; Providing For the Remittance of Collected Fines And Costs; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For An Effective Date.

Mayor JB Whitten called for comment from the Council.

Councilmember R. Bullard requested that speed trailers be placed for thirty days ahead of time to educate the public, and Chief McCosker said he will coordinate a week ahead and have adequate notifications for educating the public, as that is the goal.

In response to the concerns from Mayor Whitten regarding the speeding around Antioch Elementary School. Deputy City Manager J. Leavins replied Antioch will be removed, as it can be added later without cost to the city. It could be added after the configuration of the road is completed.

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

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Shannon Hayes to approve Ordinance 1998 on 1st reading and move to second reading for final adoption.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Dusty Allison. All ayes. Motion carried.

9. Resolutions

9.1. Resolution 25-12 Lien Mitigation

CDS Planning Administrator Nicholas Schwendt presented Resolution 25-12, Lien Mitigation to the City Council. He mentioned the resolution is intended to increase the rate of compliance and further expedite the redevelopment processes that take place for properties involved in code compliance. The amended lien mitigation schedule will reduce the fine amounts to be paid in a mitigated settlement. He then asked the City Clerk to read Resolution 25-12.

City Clerk Maryanne Girard read Resolution 25-12 aloud: A Resolution of the City Council of the City of Crestview, Florida, Amending the Lien Mitigation Schedule; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Resolutions; and Providing For An Effective Date.

Mayor JB Whitten called for action.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Dusty Allison to adopt Resolution 25-12.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Dusty Allison. All ayes. Motion carried.

10. Action Items

10.1. Presentation of Construction Total Project Management (TPM) Program Deliverables for Capital Project Planning

Project Manager Jayce Vanderford reviewed the process with Ajax stating they have worked with our staff and will present the timelines and planning tools this evening.

Judd West, of Ajax, Kelly of Goodwyn Mills Cawood, as well as David of Sam Marshall Architects, were also present as partners with the project.

Judd West provided an overview of the state of the facilities. He explained it is a multi-phase approach that will be adjusted based on the city's needs.

- Public safety will house the police and fire departments.
- Fire Station 3 requires renovation
- Animal Control Facility has been reviewed
- The Sports Complex will provide public amenities
- City Hall has some intermediate needs until the building is ready to be updated
- The future growth of the city and what funding is involved has been evaluated

Deputy City Manager Jessica Leavins thanked Mr. West. She added staff have been meeting with the bonding company, who will assist us with how much we can afford.

She also mentioned the urgent need for Fire Station 3, as mold was discovered in the facility. So, the firefighters had to be displaced. We would like to get the facility updated, as well as perform the mitigation.

Motion by Councilmember Shannon Hayes and seconded by Councilmember Dusty Allison to authorize staff to request a design and preconstruction task order proposal from Ajax for Fire Station 3.

Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Dusty Allison. All ayes. Motion carried.

10.2. Final Plat - Garden Villa Townhomes Phase II

CDS Planning Administrator N. Schwendt explained the history of the preliminary plat and approval process. He said it consists of thirty lots on 2.2 acres. It is a townhouse development. The plat provides a road between 3rd Avenue and Jones Road.

Motion by Mayor Pro-Tem Doug Capps and seconded by Councilmember Dusty Allison to approve the Mayor to sign the Final Plat for the Garden Villa Townhomes, Phase II.
Roll Call: Ayes: Doug Capps, Ryan Bullard, Shannon Hayes, Dusty Allison. All ayes. Motion carried.

11. City Clerk Report

12. City Manager Report

12.1. Financial Update - Finance Director

Finance Director Gina Toussaint mentioned the February financial statements are included in the staff report.

12.2. Strategic Plan Update

Deputy City Manager J. Leavins explained the strategic plan. She reviewed the vision statement and the forward-thinking on the growth strategy. She touched on the four concepts: hospitable component, family-friendly community, embracing diversity, and varying socioeconomic backgrounds. We are a growing community with residential and commercial growth while maintaining our family-centric culture.

12.3. City Manager Updates

13. Comments from the Mayor and Council

Mayor JB Whitten called for comment from the Council.

Councilmember D. Allison said she is excited about the plan that Ajax has presented, as it will enhance what we have done. She also thanked Tim Bolduc.

Councilmember S. Hayes thanked the staff for the improvements at Allen Park. He thanked the former city manager and wished him luck.

Mayor Pro-Tem D. Capps also thanked Mr. Bolduc for his leadership. He reminded everyone that the International Festival is this coming Saturday.

Mayor JB Whitten stated the Business and Wellness Expo with the Chamber of Commerce was a success. He invited the public to attend the National Day of Prayer at the Courthouse this Thursday at 6:00 p.m. He said "Crestview Strong" will be at the High School on Friday night. He added we wanted to bring the International Festival to the downtown area because of our diverse community. He mentioned the benefit of sending

councilmembers to Tallahassee, as he received a call from Senator Don Gaetz, regarding the CRA bill. Senator Don Gaetz advised him if it makes the calendar, he will fight for us. He added the partnerships we have formed pay off.

14. Comments from the Audience

Mayor JB Whitten called for comment from the public.

15. Adjournment

In hearing none, Mayor JB Whitten adjourned the meeting at 7:01 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: May 12, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Stephen McCosker, Police Chief
DATE:	5/8/2025
SUBJECT:	Ordinance 1998 - Traffic Safety Cameras - Novoa Global

BACKGROUND:

Excessive speeding in school zones near Crestview's public schools has raised safety concerns. Recent changes in Florida law now permit municipalities to install and operate Speed Detection Systems in school zones identified as having heightened safety risks.

DISCUSSION:

Traffic data was analyzed near four local schools: Davidson Middle School, Crestview High School, Northwood Elementary, and Riverside Elementary. The analysis revealed recurring speeding violations during designated school hours, posing a safety risk to students and pedestrians. Under the authority granted by Chapter 2023-174, Laws of Florida, this ordinance empowers the Police Department to partner with a qualified vendor to install and operate automated speed detection systems in these school zones.

A 30-day public awareness campaign, including signage and community outreach, will precede full enforcement. Once operational, the system will capture speed infractions, issue Notices of Violation to vehicle owners, and allow for administrative hearings before a Code Enforcement Special Magistrate. Fines and procedural rules will follow state statute requirements.

The program is designed to be flexible: the City may adjust enforcement hours or add additional school zones by amendment, based on future traffic studies or community feedback.

This Ordinance was approved by the City Council at first reading on April 28th, 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.
Financial Sustainability- Achieve long term financial sustainability

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

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

There are no upfront costs for equipment or installation. The traffic safety camera program is violator-funded.

RECOMMENDED ACTION

Staff respectfully requests a motion to adopt Ordinance 1998 on second reading, and send to the mayor for signature.

Attachments

None

ORDINANCE: 1998

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA TO BE CALLED "THE CITY OF CRESTVIEW SCHOOL ZONE SPEED ENFORCEMENT ORDINANCE"; AMENDING CITY OF CRESTVIEW CODE OF ORDINANCES, CHAPTER 86, ARTICLE IV - SCHOOL ZONE SPEED ENFORCEMENT; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS; PROVIDING FOR DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT PROCEDURES; PROVIDING FOR COLLECTION OF EVIDENCE, PUBLIC RECORDS, AND RETENTION REQUIREMENTS; PROVIDING FOR ANNUAL REPORTING REQUIREMENTS; PROVIDING FOR THE REMITTANCE OF COLLECTED FINES AND COSTS; 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, as provided in Article VIII of the Constitution of the State of Florida and chapters 163 and 166, Florida Statutes, the City of Crestview enjoys all home rule authority, police power, land development and zoning authority, and governmental and proprietary powers necessary to conduct municipal government and perform municipal functions; and

WHEREAS, the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City Council in good faith determines that this Ordinance is in the best interest of the City and its residents and promotes the health, safety, and welfare of the public; and

WHEREAS, on April 28, 2023, the Florida Legislature passed CS/CS/HB 657 ("HB 657") authorizing counties to enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, which was subsequently as codified in Chapter 2023-174, Laws of Florida, taking effect on July 1, 2023;

WHEREAS, HB 657 authorizes a municipality to place or install, or contract with a vendor to place or install, speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation; and

WHEREAS, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of F .8. 3161895 and F.S. 316.183, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties; and

WHEREAS, HB 657 requires municipalities that elect to operate a school speed zone detection program to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones that the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City of Crestview wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, the City of Crestview finds that the Crestview Police Department is best positioned to determine the appropriate speed detection system vendor and therefore desires for the Crestview Police Department to procure such a vendor and assist with the City's school zone speed enforcement program in cooperation with the relevant City staff, and in conformance with all requirement set forth in HB 657; and

WHEREAS, the Crestview Police Department has collected and provided data to the City demonstrating that motor vehicles routinely exceed applicable school zone speed limits in excess of 11 miles per hour in certain school zones within the jurisdiction of the City, and this data being incorporated by reference and submitted to the Crestview City Clerk as backup to this Ordinance at the time of adoption; and

WHEREAS, the City of Crestview has considered the traffic data and evidence provided by the Crestview Police Department supporting the installation and operation of each proposed school speed zone detection system and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City of Crestview finds that motor vehicles speeding in school zones are unacceptable hazards that threaten the health, safety, and welfare of students and pedestrians in the City of Crestview, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones, the City of Crestview wishes to implement a school zone speed detection program pursuant to the rules and regulations of HB 657 and other applicable state law.

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

SECTION 1 – RECITALS. The foregoing recitals are hereby affirmed and ratified as true and correct and incorporated herein by this reference.

SECTION 2 – AUTHORITY. The City Council of the City of Crestview has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 3 – AMENDING CHAPTER 86, ARTICLE VI OF THE CODE OF ORDINANCES. Chapter 86, Article VI of the Code of Ordinances is hereby amended as follows:

Sec. 86-111. Title.

This ordinance shall be known and may be cited as the “School zone Speed Enforcement Ordinance.”

Sec. 86-112. Purpose and Intent.

The purpose and intent of this Ordinance is to protect the health, safety, and welfare of the citizens of the City of Crestview by authorizing the placement or installation and use of speed detection systems on roadways within the jurisdiction of the City of Crestview, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Ordinance provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

Sec. 86-113. Definitions.

For purposes of this Ordinance, the following terms shall have the meanings given to them below. No attempt is made to define any words which are used in accordance with their established dictionary meaning, except when necessary to avoid misunderstanding.

Agent: means a person or entity who is authorized by a law enforcement agency or governing body to administer the procedures contained here and (1) provides services to such law enforcement agency or governing body; (2) operates, maintains, leases, or licenses a video recording device; or (3) is authorized by such law enforcement agency or governing body to review and assemble the recorded images captured by the automatic traffic enforcement safety device for review by a peace officer.

Law Enforcement Officer: shall mean, as defined by F.S. § 943.10(1), any person who is elected appointed, or employed full time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear aims and make arrests; and Whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local Hearing Officer: means the Special Magistrate appointed by the City of Crestview, as permitted by law.

Motor Vehicle: shall mean, as defined by F.S. § 320.01, an automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, motorized scooters, micro mobility devices, personal delivery devices and mobile carriers as defined in F.S. § 316.003, special mobile equipment as in defined F.S. § 316.003 vehicles that run only upon a track, bicycles, electric bicycles, swamp buggies, or mopeds.

Notice of Violation: shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by F.S. § 316.1896 as it may be amended.

Owner: A person Who holds the legal title of a vehicle. If a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or if a mortgagor of a vehicle is entitled to possession, such conditional vendee or lessee or mortgagor shall be deemed the owner for the purposes of this chapter. (F.S. § 316.003(54)).

Recorded Images: means still or video images recorded by a speed detection device.

School Zone: means that portion of a street or highway established as a school zone pursuant to, and in conformance with, § F.S. § 316.1895, as it may be amended.

School Zone Speed Enforcement Program: shall mean the regulations and procedures governing the use of speed detection systems in school zones within the jurisdiction of the County, as provided for by applicable law and established by this Ordinance

School Zone Speed Infraction: shall mean a Violation of F.S. § 316.183 or § 316.1895, captured by a speed detection system within a school zone during the hours provided for by applicable law and set forth in this Ordinance.

School Zone Speed Limit: shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to F.S. § 316.1895.

Speed Detection System: means a portable or fixed automated system used to detect a motor vehicle’s speed using radar or lidar and to capture a photograph or Video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term “Speed Detection System” in F.S. § 316.003(83), as it may be amended.

Traffic Infraction Enforcement Officer: means a person who is employed or appointed, with or without compensation, and satisfies the requirements of F.S. § 316.640(5), as it may be amended.

Uniform Traffic Citation: shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by F.S. § 316.1896, as it may be amended.

Sec. 86-114. Powers of Local Authorities.

1. Pursuant to F.S. § 316.008(9), the City of Crestview is authorized and hereby elects to use speed detection systems to enforce school zone speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

2. A school zone's compliance with F.S. § 316.1895, relating to the establishment of school speed zones, creates a rebuttable presumption that the school zone is properly maintained.

Sec. 86-115. Program Administration.

1. The Crestview Police Department, in cooperation with any necessary City staff, shall be enabled and empowered by this Ordinance to assist with the City's school zone speed enforcement program. This Ordinance shall further enable the Crestview Police Department to enter into agreements with one or more agents to place or install speed detection systems and carry out services consistent with the implementation and enforcement of the provisions of this ordinance, subject to any other applicable state law requirements, and corresponding City of Crestview resolution(s).

2. As permitted and defined by applicable law and as set forth in this Ordinance and corresponding City of Crestview resolution, the City may utilize its Code Enforcement Special Magistrate as its Local Hearing Officer, who shall have jurisdiction to conduct proceedings challenging the issuance of a notice of violation, in accordance with state law and the hearing procedures set forth by the City of Crestview resolution.

Sec. 86-116. Program Implementation Requirements.

1. *Agent Contract.* Pursuant to F.S. § 316.0776, before the City of Crestview Police Department contracts or renews a contract with a vendor to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City of Crestview at a regular or special meeting of the Crestview City Council. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.

2. *Installation and Operation of Speed Detection Systems.* Pursuant to F.S. § 316.008, speed detection systems may be installed and operated only in the school zones designated by this Ordinance and/or subsequent amendments thereto.

3. *Signage Requirements.* The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation ("FDOT") and the Florida Department of Highway Safety and Motor Vehicles ("FLHSMV") and the terms of any Memorandum of Understanding or other written agreement that may be entered into between the City of Crestview and its agent(s).

4. *Public Awareness.* Pursuant to F.S. § 316.0776, before notices of violation for school zone speed infractions may be issued, a public announcement and 30-day public awareness campaign of the proposed use of speed detection systems must be conducted. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

Sec. 86-117. Designation of School Zones.

Having considered evidence at a public hearing supporting the installation and operation of speed detection systems in certain school zones within the jurisdiction of the City, and having incorporated this evidence by reference into this Ordinance, the City of Crestview has determined that each of the following school zones where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to F.S. §316.008, Florida Statutes. The City of Crestview may authorize the placement or installation of speed detection systems in additional school zones via amendment to this Ordinance in accordance with applicable law.

Crestview High School
1250 N Ferdon Blvd.
Crestview, FL 32536
(Speed detection devices on FL-85)

Davidson Middle School
6261 Old Bethel Rd.
Crestview, FL 32536
(Speed detection devices on Old Bethel Rd.)

Northwood Elementary School
Fourth Ave. NW
Crestview, FL 32536
(Speed detection devices on FL-85)

Riverside Elementary School
3400 E Redstone Ave.
Crestview, FL 32539
(Speed detection devices on E Redstone Ave.)

Sec. 86-118. Enforcement Procedures.

1. General Powers: The Crestview Police Department, acting on behalf of the City, shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to F.S. § 316.1895, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation.

2. Review of Speed Detection System Images: A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to F.S. § 316.1896, to review the photograph or video images from the speed detection system to confirm that a school zone speed infraction has occurred before issuing a notice of violation. A notice of violation may be issued for a school zone speed infraction as follows:

(a) For a violation of F.S. § 316.1895, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

(b) For a violation of F.S. § 316.1895, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

(c) For a violation of F.S. § 316.1895, in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(d) For a violation of F.S. § 316.1895, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.

3. Hearing Procedures and Appeals: Hearings to contest notices of violations shall be scheduled, noticed, and conducted by the City and/or the school zone speed enforcement program agent in accordance with F.S. § 316.0083(5) and F.S. § 316.1896, and the procedures adopted byre solution of the City of Crestview. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with F.S. § 316.1896, Florida Statutes, and the procedures adopted by resolution of the City of Crestview.

4. Defenses and Penalties: The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines must comply with F.S. § 316.1896. A registered owner who receives a notice of violation may, within 30 days:

(a) Pay the fine of $100.00, as fixed by F.S. § 318.18(3)(d), as it may be amended, or

(b) Submit an affidavit establishing an exception to liability pursuant to F.S. § 316.1896(8), as it may be amended, or

(c) Request a hearing.

If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit or request a hearing, a uniform traffic citation must be issued to the registered owner and transmitted to the Okaloosa County Clerk of the Court for disposition by the county court.

Sec. 86-119. Collection of Evidence, Public Records, and Retention Requirements.

In accordance with F.S. § 316.1896, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of Speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to F.S. § 316.1896.Written notice that such records have been destroyed must be provided by December 31st of each year. All public records related to the administration of this Ordinance must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

Sec. 86-120. Annual Reporting Requirements.

The City of Crestview, with the assistance of the Crestview Police Department and/or the City of Crestview's agent, will annually report on the City's school zone speed enforcement program to the public and to the FLHSMV in accordance with F.S. § 316.0776 and F.S. § 316.1896, as they may be amended. Pursuant to F.S. § 316.0776(3)(c), the compliance or sufficiency of compliance with this section of the Ordinance may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

Sec. 86-121. Remittance of Collected Fines and Costs.

All fines and costs collected pursuant to this Ordinance and corresponding City of Crestview resolution must be remitted in accordance with F.S. § 316.1896 and F S. § 318.18, and any other relevant state law.

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

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

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

SECTION 7 – REPEAL OF CONFLICTING 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 8 – EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 12th day of May, 2025.
ATTEST:

_____
Maryanne Girard
City Clerk
Approved by me this 12th day of May 2025.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 8.1.

Staff Report

PLANNING AND DEVELOPMENT
BOARD MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: 1st reading after PDB

TO:	Planning and Development Board
CC:	City Manager and City Attorney
FROM:	Community Development Services
DATE:	5/8/2025
SUBJECT:	Ordinance 2000 - Main Street Development Standards

BACKGROUND:

With the recent completion of the City's Main Street Streetscape project, staff reviewed the development standards within the Downtown Overlay district, with a specific focus on properties abutting Main Street.

DISCUSSION:

Following the City's recent investment in, and completion of the Main Street Streetscape project, staff has been considering ways to update our codes and regulations to further protect the investment in the area, and further emphasize the existing character of development upon Main Street.

At this time, there is minimal development and redevelopment occurring on South Main Street, south of the railroad tracks. There is a consistent development scheme to the north of the railroad tracks (North Main Street) which includes minimal front setbacks, or larger setbacks when a public plaza space exists in front of a given development (such as Hideaway Pizza and Knight Barry Title Company). This ordinance serves to require those developments that are subject to a development order approval within the City to develop similarly to the existing development on North Main Street. These standards will apply along the length of Main Street.

- A front setback maximum of 3 feet (unless a public plaza, courtyard or similar feature is constructed).
- New development on property abutting Main Street must face Main Street, rather than the side or rear of the building facing Main Street.
- New development shall utilize adjacent alleyways for deliveries wherever possible. Otherwise, loading spaces must be located in side yards (not yards abutting main street), and be screened from view of Main Street and side streets. (This does not apply to being visible from Highway 85 and Highway 90).
- Garbage collection areas must also be screened from the view of Main Street and side streets (with the exception of Highway 85 and Highway 90).

These regulations will serve to steer new development and substantial redevelopment on South Main Street to begin to resemble North Main Street, expanding the area where the character and feel of 'Historic Downtown Crestview' already exists.

The Planning and Development Board Recommended approval of this Ordinance on May 5th, 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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This ordinance will not have a direct financial impact.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2000 on 1st Reading and move to 2nd Reading for final adoption.

Attachments

None

ORDINANCE: 2000

AN ORDINANCE AMENDING SECTION 6.04.01 OF THE CITY OF CRESTVIEW LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is section 166.041, Florida Statutes, and the City of Crestview Land Development Code.

SECTION 2 – AMENDING SECTION 6.04.01 – Section 6.04.01 Is hereby amended as follows:

6.04.01 - Site Development Standards for the Downtown Overlay District (DOD)

A. The DOD is intended to provide development standards specific to the downtown area of Crestview. The boundary is shown on the Official Zoning Map.
B. The development standards shown in Table 6.04.01 below supersede and replace the development standards otherwise required for the underlying zoning district. Where no standard is provided in Table 6.04.01, the standards of the underlying zoning district are required.
C. Buildings within the DOD are not subject to the standards set forth in Section 6.00.03, 6.03.01.
D. In addition to signs permissible subject to the standards set forth in Section 7.02.00, development within the DOD may have one (1) sandwich sign in compliance with the following standards:
    1. The sign shall not exceed two (2) feet in width.
    2. The color and font shall be consistent with the color and font of other signs for the business displaying the sandwich sign.
    3. The sign shall include the business name or logo.
    4. The sign shall be located on private property. Where five (5) feet of width on the sidewalk can be maintained free of obstruction, the sign may be placed on the public sidewalk. When a sign is proposed to be located on the public sidewalk, the owner shall provide proof of insurance naming the City as an insured party.
    5. A sandwich sign shall only be displayed during the hours of operation of the business named on the sign.
    6. The sign shall have no lights of any kind.
E. New development or redevelopment shall include sidewalks that are consistent with the requirements in the Engineering Standards Manual of Crestview.
F. Awnings or permanent canopies sufficient to provide weather protection to pedestrians consistent with the district for all new construction and any modifications exceeding 25% of the value of the building.
G. Primary structures placed upon properties abutting Main Street shall be placed so that the front face and primary entrance of such structure faces Main Street.
H. Primary structures placed upon properties abutting Main Street with a building footprint greater than 2,200 square feet shall have a maximum front setback of 3 feet. Such front yard area shall consist of landscaping, planters, and/or other beautification or pedestrian mobility improvements. Primary structures used as restaurant, office, personal service establishment, commercial recreation, or a mixture of uses that include any aforementioned use, or any similar use is exempt from this requirement so long as any resulting front yard contains a public plaza, square, courtyard or other similar feature which allows for pedestrian access to such structure and includes accouterments such as benches, lighting, landscaping, planters or other similar improvements.

I. Development upon parcels abutting Main Street which are required to provide loading spaces by this code shall use adjacent alleyways within one block of such development for such purpose when feasible. Loading spaces and garbage collection areas shall not be located within any front yard area abutting Main Street. Loading spaces and garbage collection areas located within any secondary front yard area shall be sufficiently screened as to not be visible from such right-of-way abutting the secondary front yard and the Main Street right-of-way. This section does not apply to secondary front yards abutting Highway 85 or Highway 90.

J. Development in the DOD is exempt from providing additional off-street parking spaces as set forth in Section 8.06.05 provided that there is sufficient public parking capacity in the block in which the proposed business is located. Twenty-five (25) percent of the parking in adjacent blocks may be counted.

1. The City shall evaluate the available capacity of public parking in the Downtown Overlay District on a regular basis and make the information available to applicants upon request.
2. If the City determines that available public parking capacity is insufficient for the proposed business, the applicant shall provide the required number of off-street parking spaces. The applicant may submit a parking study acceptable to the City that demonstrates the parking needs of the proposed business.

Table 6.04.01 - Development Standards Within the Downtown Overlay District

Development Feature	Standards
Minimum lot width (feet)	None
Maximum impervious surface (%)	100
Maximum building height (feet)	120
Minimum setbacks (feet)	
Front setback	0
Side setback	0
Rear setback	0

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 9th day of June, 2025.

ATTEST:

_____
Maryanne Girard
City Clerk

Approved by me this 9th day of June, 2025.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 8.2.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: 1st reading after PDB

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	5/8/2025
SUBJECT:	Ordinance 2001 - Signs in I-10/Fallen Heroes Corridor

BACKGROUND:

With the completion of the east-west connector getting closer, and the anticipated commercial development within the area surrounding the interstate and east-west connector, staff has considered modification and expansion of the area where interstate I-10 accessory signs are permissible.

DISCUSSION:

The completion of the east-west connector (Fallen Heroes Way) will encapsulate an area, along with the interstate, that staff anticipates to develop for commercial use. Given the commercial nature of this area, and the expected desire for sign visibility from commercial developments from both I-10 and Fallen Heroes Way, staff proposes an amendment to the allowable area for interstate accessory signs.

Currently, such signs are only allowed within 1,000 feet of the Interstate right-of-way, but the proposed amendment will expand the area north to the section line just past Fallen Heroes Way, generally. The ordinance contains an exhibit of the exact area.

This will allow taller accessory signage upon those developable properties between the interstate and Fallen Heroes Way, as well as the properties that will abut Fallen Heroes Way. There is minimal residential development existing in this area, and commercial development is expected, so compatibility with surrounding properties is of negligible concern at this time.

The Planning and Development Board recommended approval of this Ordinance on May 5th, 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.
Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

There is no financial impact anticipated from this ordinance.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2001 on 1st Reading and move to 2nd Reading for final adoption.

Attachments

1. Ordinance 2001

ORDINANCE: 2001

ORDINANCE 2001

AN ORDINANCE AMENDING SECTION 7.02.05 OF THE CITY OF CRESTVIEW LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is section 166.041, Florida Statutes, and the City of Crestview Land Development Code.

SECTION 2 – AMENDING SECTION 7.02.05 – Section 7.02.05 Is hereby amended as follows:

7.02.05 - Permitted Permanent Accessory Signs

A. Permanent accessory signs shall be permitted in C-1, C-2, IN zonings, and MU zoning where there is an active business on site.
B. Sign types allowed. A permanent accessory sign may be a ground sign to include a thirty-two (32) square foot reader board, or a building sign. Permanent accessory signs and reader board signs may be changeable copy or automatic changeable facing signs; however, facing or copy shall not rotate or change so rapidly as to cause distraction to a motorist.
C. Permissible number area, spacing and height of permanent accessory signs: Table 7.02.05.

Table 7.02.05 - Requirements for Permanent Accessory Signs

Sign Type	Maximum Number	Maximum Sign Face Area	Sign Dimensions	Maximum Sign Height	Setback/Spacing
Wall	• Single Occupancy - 3 per façade • Multiple Occupancy - 3 per façade per tenant	• Single Occupancy- 20% of façade • Multiple Occupancy- 15% of façade per tenant	N/A	Not to exceed building height	N/A
Awning	No Maximum	N/A	75% of Awning Length	2 feet	N/A
Projecting/ Perpendicular	1 per tenant	6 sq. ft.	Width - 4 feet	3 feet	N/A
Monument/ Ground [11]	1per 500 linear feet of street frontage	2 sq. ft. per linear foot of street frontage to a maximum of 240 sq. ft.	No required dimensions	24 feet	• Property lines - 5 feet • Other ground signs - 10 feet
Interstate Highway I-10 Corridor Accessory Sign[12]	1	420 sq. ft.	N/A	85 feet above the crown of Interstate Highway I-10 nearest the sign[13]	• Front Property Line - 25 feet • Side/Rear Property Line - 50 feet • Other permanent ground sign on same site - 100 feet
Billboard[14]	1	310 sq. ft.	Width - 38 feet	30 feet	• Property lines - 10 feet • Other billboard on same side of thoroughfare - 1,500 feet
Interstate Highway I-10 Corridor Billboard [13, 14]	1	672 sq. ft.	Width - 48 feet	50 feet above crown of Interstate Highway I-10 nearest the sign	• Interstate I-10 Right of Way - 20 feet • Other property lines - 50 feet • Other billboard on same side of thoroughfare - 1,500 feet

[11] Signs for businesses addressed on Highway 85 and Highway 90 may be up to 30 feet in height, with a maximum sign face area of 360 sq. ft.
[12] The Interstate I-10 corridor is defined as 1,000 feet from the Interstate Highway I-10 right-of-way
[13] Properties within the area shown in Figure 7.02.05 may be up to 85 feet above the crown of road of Interstate Highway I-10 or Fallen Heroes Way nearest the sign, whichever is taller. The area shown in Figure 7.02.05 shall not affect properties that are not within the City Limits until such time that they are annexed.
[14] Billboards of any kind are only allowed in the Commercial (C-1, C-2) and Industrial (IN) zoning districts on improved or vacant property.

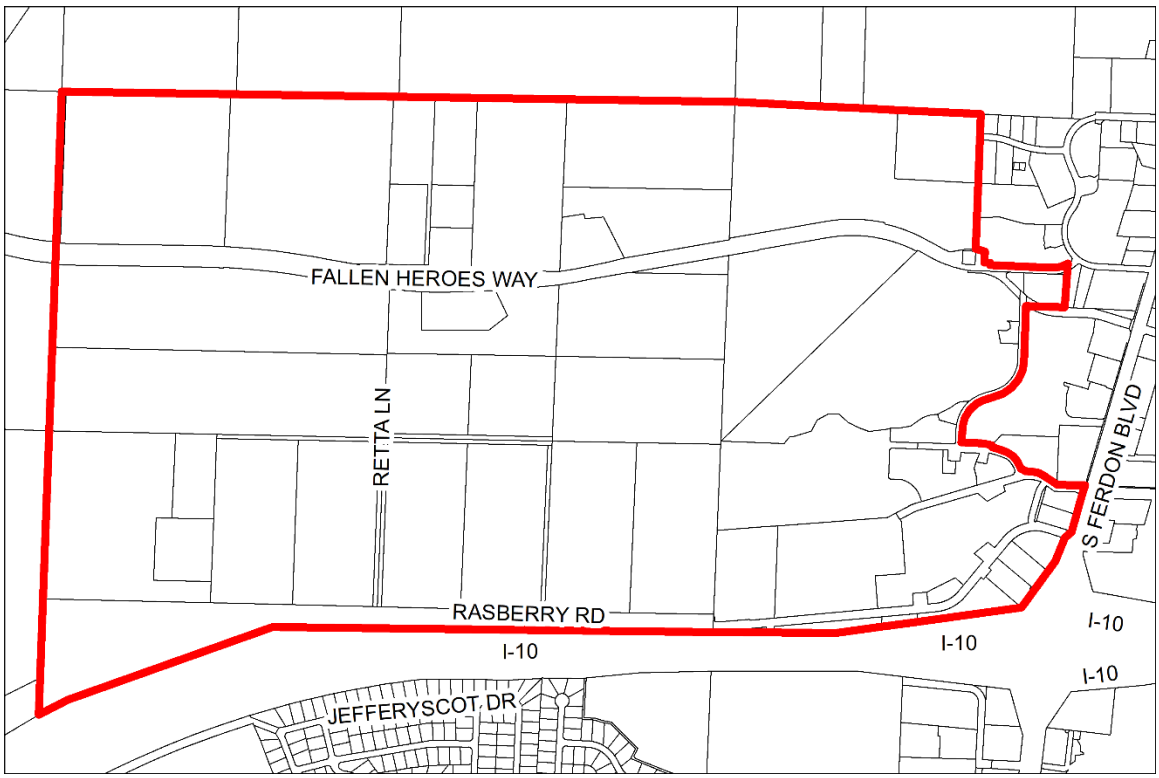


Figure 7.02.05 – Interstate I-10/Fallen Heroes Way Sign Corridor

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 9th day of June, 2025.

ATTEST:

_____

Maryanne Girard

City Clerk

Approved by me this 9th day of June, 2025.

_____

J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 8.3.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: 1st reading no PDB

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	5/8/2025
SUBJECT:	Ordinance 2002 - Main Street Truck Traffic/Sidewalk Dining

BACKGROUND:

With the recent completion of the City's Main Street Streetscape project, and pursuant to ongoing discussion regarding truck traffic on Main Street, staff has developed this Ordinance to serve to more specifically regulate truck and delivery traffic on Main Street. Additionally, this Ordinance provides for regulations surrounding allowing sidewalk dining on Main Street.

DISCUSSION:

Since completing the Main Street project, numerous discussions have ensued regarding truck traffic and deliveries on Main Street, and some side streets. There have been scenarios where truck traffic turning onto or off of Main Street have damaged the recently completed improvements, and deliveries being made upon Main Street itself have caused different types of traffic issues and congestion.

The amendment serves to prohibit commercial truck traffic upon Main Street, as well as deliveries from being made from Main Street itself, unless they can be made from a standard parking space. It requires deliveries to be made from alleyways or side streets, and prohibits delivery traffic from making turning movements onto Main Street to access such side streets or alleys.

In the interest of providing more flexible operational options for restaurants on Main Street, this ordinance also provides for use of the sidewalks in front of a given business for dining purposes. This is limited to the area directly in front of each business, the duration is limited to the businesses' operating hours, and it provides a requirement for a 5 foot wide accessible path to be left available for pedestrians if sidewalk dining is established.

These amendments serve to protect the City's investment in the Main Street improvements, but also serve to create the opportunity for more vibrant, visible and active commercial activities in the Downtown Area, in line with the City's strategic plan goal to encourage an 18-hour day on Main Street.

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.

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

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Amendments restricting truck traffic and deliveries on Main Street will reduce the amount of repairs that need to be made to the new improvements, resulting in a positive financial impact. Additionally, the allowance of sidewalk dining along Main Street should lead to the opportunity for further commercial success for businesses on Main Street, resulting in a positive financial impact to the City and Community as a whole.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Ordinance 2002 on first reading, and send to second reading for adoption.

Attachments

None

ORDINANCE: 2002

AN ORDINANCE AMENDING THE CITY OF CRESTVIEW CODE OF ORDINANCES, AMENDING SECTION 74-6 - TRAFFIC ON MAIN STREET AND CREATING SECTION 74-6.1 - SIDEWALK DINING ON MAIN STREET; 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 74-6 – Section 74-6 is hereby amended as follows:

Sec. 74-6. Traffic on Main Street.

(a) No ~~through~~ commercial truck traffic shall be allowed on Main Street in Crestview, from where the street leaves U.S. Highway 90 to where it intersects with State Road 85 South.

(b) No deliveries shall be made from the Main Street right-of-way except those that can be made from a standard parking space, which is typically nine feet in width and no greater than twenty-four feet in length.

(c) Any deliveries made to businesses on Main Street from U.S. Highway 90 to the Railroad shall be made from side streets or alleys. All efforts shall be made to access said side streets or alleys from Wilson Street, State Road 85, or any adjacent side street. Delivery activities taking place on side streets shall not take place during general business operating hours (9am to 5pm). Delivery traffic shall be allowed to cross Main Street to access side streets or alleys, but shall not be allowed to make any turning movements onto Main Street. Please reference the below map for examples of alleyway loading zones:

~~(b)~~ (d) Anyone violating this section shall be punished as provided in section 1-11.

SECTION 3 – CREATING SECTION 74-6.1 – Section 74-6.1 is hereby created, as follows:

Sec. 74-6.1 – Sidewalk Dining on Main Street

Any eating establishment except a bar, bottle club, brewery, tap room, or other establishment that is not considered a bona-fide restaurant in which 51 percent of gross proceeds come from food and non-alcoholic beverages shall be permitted to utilize the portion of the Main Street right-of-way extending perpendicularly from the outside face of the primary structure from which the business is conducted to the back-of-curb of Main Street for the purposes of outdoor dining, including any tables, chairs, or other necessary appurtenances, provided that a minimum width of 5 feet is left open as an accessible path, for the duration of the regular operating hours of such business.

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

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

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

SECTION 7 – REPEAL OF CONFLICTING 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 8 – EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

Passed and adopted by the City Council of Crestview, Florida on the 9th day of June, 2025.

ATTEST:

_____
Maryanne Girard
City Clerk

Approved by me this 9th day of June, 2025.

_____
J. B. Whitten
Mayor

CITY OF CRESTVIEW Item # 10.1.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Stephen McCosker, Police Chief
DATE:	5/8/2025
SUBJECT:	Novoa Global Agreement

BACKGROUND:

On March 13, 2018, the City of Crestview entered into a Services Agreement with Sensys America, Inc. (now known as NovoaGlobal, Inc.) to implement and manage the City's Traffic Infraction Detection & Enforcement Program. This program utilizes automated traffic infraction detectors to monitor and enforce traffic violations, enhancing road safety within the city.

A First Amendment to this agreement was executed on March 1, 2020, to address operational updates and service enhancements.

DISCUSSION:

This Second Amendment updates the City's agreement with NovoaGlobal, Inc. to continue supporting the automated traffic enforcement program.

This Second Amendment changes all references from Sensys America to NovoaGlobal, Inc., allows installation of up to 40 traffic infraction detectors, with the option to add more as needed and outlines how NovoaGlobal, Inc. will assist with pre-processing of violations.

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

There are no upfront costs to the City under this agreement. All payments are made in arrears, either as a fixed monthly fee for red-light enforcement cameras or per paid violation for school zone speed and license plate recognition systems. This performance-based model ensures that the City only pays for active and productive enforcement efforts.

RECOMMENDED ACTION

Staff recommends that the City Council approve the Second Amendment to the Services Agreement with NovoaGlobal, Inc.

Attachments

1. Novoa Global 2nd Amendment 04-08-2025 JTH

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

This **SECOND AMENDMENT** (**"Second Amendment"**) made this 1st day of April 2025 (the **"Effective Date"**), by and between NovoaGlobal, Inc., a Delaware corporation having a place of business at 8018 Sunport Dr, Suite 203, Orlando, FL 32809 (**"NG"**), and the City of Crestview, Florida, a municipal corporation of the State of Florida, having an address at 198 North Wilson Street Crestview, Florida 32536 (the **"City"** and together with NG, the **"Parties"** and each singularly a **"Party").**

WITNESSETH:

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

WHEREAS, the City and NG executed a First Amendment dated March 1, 2020 (**"First Amendment"**);

WHEREAS, the City and NG mutually desire to amend, modify or alter certain terms and conditions of the Initial Agreement and for clarity want to replace entirely the First Amendment with this Second Amendment;

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

1. The above recitals are true and correct and are incorporated herein.

2. NovoaGlobal, Inc changed name in late 2019 from Sensys America, Inc to NovoaGlobal, Inc. For this reason, all references to "Sensys America" shall be amended to "NovoaGlobal" and all references to "Sensys" shall be amended to "NG".

3. Section 1.1 in the Initial Agreement shall be amended and modified as follows:
   1.1 Traffic Infraction Detectors. NG shall furnish, install, operate, and maintain up to forty (40) automated "Traffic Infraction Detectors", and upon written request of the City, such additional Traffic Infraction Detectors at such other locations upon which the Parties may mutually agree. For purposes hereof, a "Traffic Infraction Detector" shall mean a system or series of integrated equipment, including a vehicle sensor installed to capture different types of traffic violations such as red light, speed, or otherwise allowed by state law. The Traffic Infraction Detectors shall be synchronized to automatically record two or more sequenced electronic images and streaming video of the rear of a motor vehicle demonstrating that a violation has occurred. Each Traffic Infraction Detector operated by NG shall at all times perform and function and be operated in a manner that is reasonably satisfactory to the City. Further, each such Traffic Infraction Detector shall at all

times and in all respects meet or exceed all legal requirements and shall be located in such positions as the City shall approve. NG shall furnish all labor, materials, equipment, systems, and the like necessary to fully and properly operate the Traffic Infraction Detectors. NG shall furnish all maintenance and, if needed, repair and replacement, related to the installation and ongoing operation of the Traffic Infraction Detectors.

4. Section 1.8 will be added after Section 1.7 in~~,~~ accordance with the First Amendment, as follows:

   1.8 Pre processing services. NG to provide pre-processing services including: (a) pre-process events in accordance to City policies, provide DMV data from Florida DMV and NLETS to automatically populate vehicle owner information, (c) print and mail Notice of Violations approved by the City, and (d) provide reports requested by the City.

5. Section 3.1 of the Initial Agreement, the following initial sentence is hereby amended and modified as follows:

   3.1 *Monthly Fees*. For each full calendar month subsequent to the Commencement Date while this Agreement is in effect, the City shall pay to NG, in arrears (i.e., after NG has provided and performed the services): (a) for the services contemplated in subsections 1.1 through 1.8, above, the sum of $3,500 for each installed and operating Traffic Infraction Detector detecting red light violations installed by NG by mutual agreement of the Parties, (b) $26 per violation paid for any Traffic Infraction Detector detecting school zone speed violations installed by NG by mutual agreement of the Parties, and (c) $3 per violation paid for any license plate recognition system funded by NG by mutual agreement of the Parties. The foregoing charges under 3.1(a) shall be prorated, as appropriate, for any partial calendar month subsequent to the Commencement Date during the term this Agreement is in effect.

Commented [JH1]: This is changed from $3,000 in the First Amendment, but is more than offset by other fees that are being removed.

6. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Initial Agreement shall remain in full force and effect. In the event of a conflict between the terms of this ~~First~~ Second Amendment and the Initial Agreement, the terms of this Second Amendment shall prevail and control.

7. The provisions of the Initial Agreement, as amended by this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.

8. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

9. Each party represents and warrants that the representative signing this Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this ~~First~~ Second Amendment.

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

City of Crestview, Florida	NovoaGlobal, Inc
~~XXXXXXX~~J.B. Whitten Mayor	Carlos Lofstedt President and CEO
Attest by	Approved as to form and legal sufficiency
~~XXXXXXX~~Maryanne Girard City Clerk	~~XXXXXXX~~ Jonathan Holloway City Attorney

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Barry Henderson, Development Services Director
DATE:	5/8/2025
SUBJECT:	Final Plat - Garden Villa Townhomes Phase 1

BACKGROUND:

On October 10, 2023, staff received the application for the Garden Villas Townhomes Phase 1 subdivision. The preliminary plat was previously reviewed and approved by the City Council on February 12, 2024, following staff and Planning and Development Board (PDB) recommendation.

DISCUSSION:

The developer is nearing completion of the infrastructure for a townhouse development of 158 lots on approximately 11.93 acres located northwest of the Garden Street/Third Avenue intersection. The gross density of the development is approximately 13.24 units per acre, which is well within the allowance of the Mixed Use zone. Mark Siner, P.E. is the Authorized Agent and Engineer for the project.

This plat will require a signature from the Mayor.

GOALS & OBJECTIVES

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

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

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

This item will have a positive future impact on the City of Crestview, including ad-valorem, building permit and utility revenue.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the Garden Villa Townhomes Phase 1 plat and send to the mayor for signature.

Attachments

1. Garden Villas Ph I Plat

PLAT BOOK_____, PAGE_____

GARDEN VILLA TOWNHOMES

A RESUBDIVISION OF LOTS 1 THROUGH 10, BLOCK 1 OF OAKDALE MINIATURE FARMS (PLAT BOOK 1, PAGE 129) IN SECTION 05, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA

LEGAL DESCRIPTIONS:

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

ALSO:

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

AND:

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

DEDICATION

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

_____ _____
BY: KEITH CLARK WITNESS
MANAGER

_____
WITNESS

ACKNOWLEDGEMENT *STATE OF FLORIDA, COUNTY OF OKALOOSA*

BEFORE THE UNDERSIGNED PERSONALLY APPEARED KEITH CLARK, AS MANAGER OF COASTAL PALMS PARTNERS, LLC KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND WHO IS PERSONALLY KNOWN TO ME AND ACKNOWLEDGED HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES:

JOINDER AND CONSENT TO DEDICATION

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

_____ _____
PCB HOLDINGS, LLC, WITNESS
A FLORIDA LIMITED LIABILITY COMPANY

BY: JOHN WARREN _____
MANAGER WITNESS

ACKNOWLEDGEMENT *STATE OF FLORIDA, OKALOOSA COUNTY*

BEFORE THE UNDERSIGNED PERSONALLY APPEARED _____ OF PCB HOLDINGS, LLC KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION, AND WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION, AND ACKNOWLEDGED THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THIS _____DAY OF _____, 2025.

_____
NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES:

CITY COUNCIL'S APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA, AND APPROVED BY THEM ON THE _____ DAY OF _____, 2025.

_____
MAYOR

_____
ATTEST BY: CITY CLERK

CITY CLERK VERIFICATION

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

_____ _____
CITY CLERK DATE

COMMUNITY DEVELOPMENT SERVICES MANAGER:

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

_____ _____
COMMUNITY DEVELOPMENT SERVICES MANAGER DATE

CITY ENGINEER'S CERTIFICATE

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

_____ _____
CITY ENGINEER DATE

LOCAL PLANNING AGENCY:

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

_____
LPA CHAIRMAN OR LPA VICE CHAIRMAN

SURVEYOR'S CERTIFICATE

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

FLORIDA REGISTERED SURVEYOR

_____ DATE _____
BRIAN E. PASCOE, CERTIFICATE NO. 5930
CHOCTAW ENGINEERING, INC. LB#1532
112 TRUXTON AVENUE FT. WALTON
BEACH, FL 32547

TITLE OPINION

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY-AT-LAW, LICENSED IN THE STATE OF FLORIDA, THAT TITLE TO THE LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATOR AS SHOWN HEREON AND THAT THERE ARE NO UNSATISFIED MORTGAGES ON SAID LAND EXCEPT AS SHOWN HEREON, THIS _____ DAY OF _____, 2025.

_____
_____

CERTIFICATION BY TAX COLLECTOR

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____, FOR THE PROPERTY DESCRIBED HEREON TO THE BEST MY KNOWLEDGE, AS OF THIS _____ DAY OF _____, 2025.

_____
BEN ANDERSON,
OKALOOSA COUNTY TAX COLLECTOR

COUNTY SURVEYOR'S CERTIFICATE

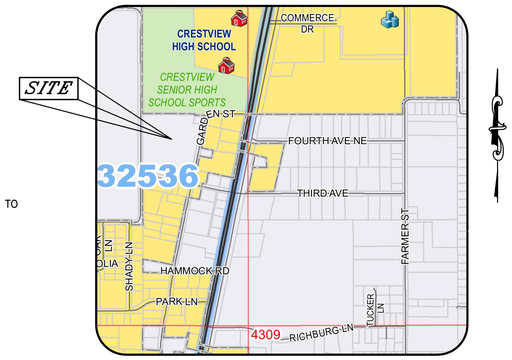
THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE COUNTY SURVEYOR OF OKALOOSA COUNTY, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE _____ DAY OF _____, 2025.

_____
COUNTY SURVEYOR

COUNTY CLERK'S CERTIFICATE

I, JD PEACOCK, II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2025 IN PLAT BOOK _____, PAGE _____.

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



LOCATION MAP
NOT TO SCALE

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℄ =	CENTERLINE	O.R. =	OFFICIAL RECORDS
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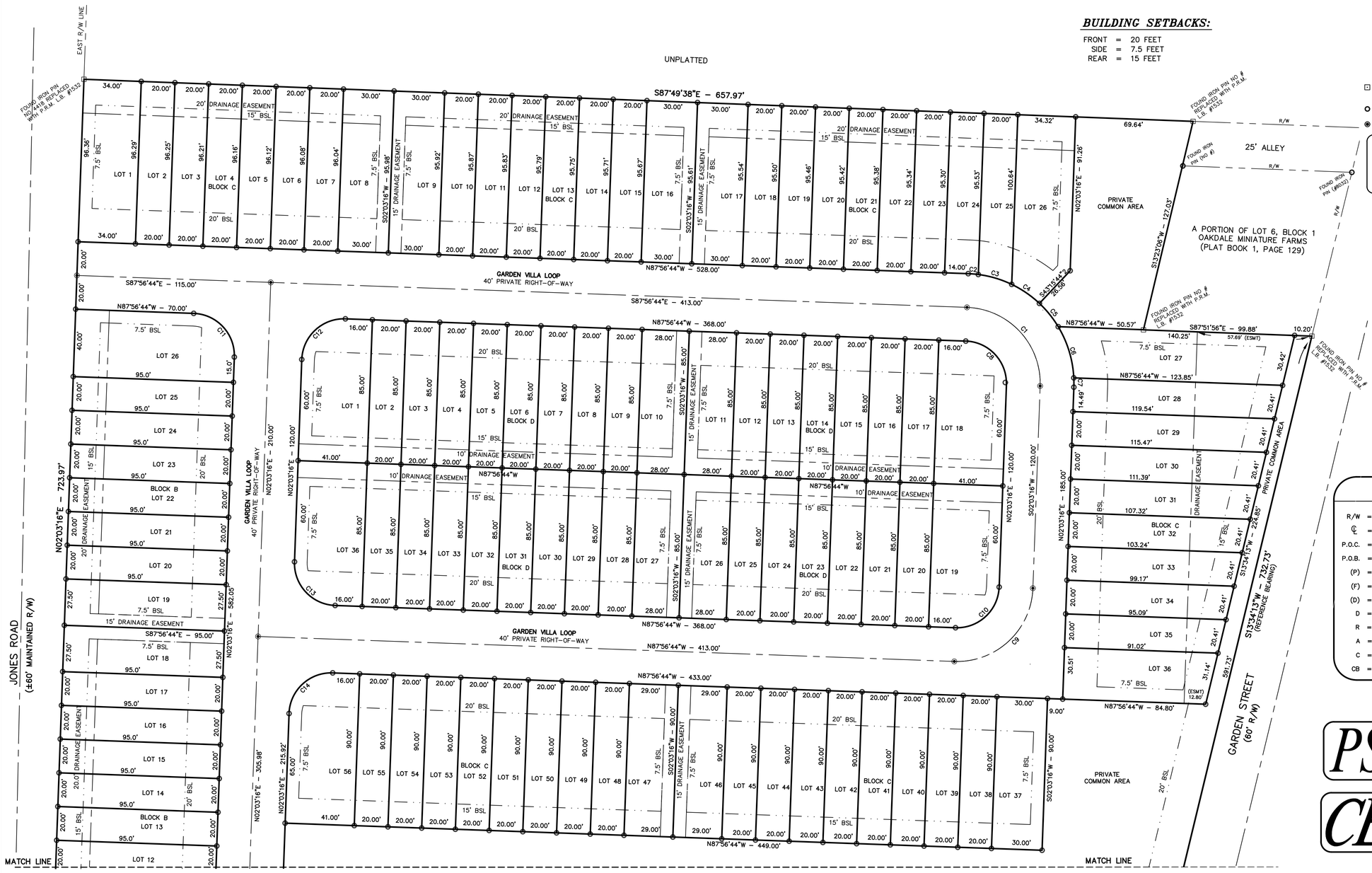
PLAT BOOK_____, PAGE_____

GARDEN VILLAS TOWNHOMES

A RESUBDIVISION OF LOTS 1 THROUGH 10, BLOCK 1 OF OAKDALE MINIATURE FARMS (PLAT BOOK 1, PAGE 129) IN SECTION 05, TOWNSHIP 3 NORTH, RANGE 23 WEST, CITY OF CRESTVIEW, OKALOOSA COUNTY, FLORIDA



GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

SCALE: 1" = 30 ft.

BUILDING SETBACKS:

FRONT = 20 FEET
SIDE = 7.5 FEET
REAR = 15 FEET

NOTES:

- ⊡ DENOTES SET (UNLESS OTHERWISE NOTED) 4"X4" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M., LB 1532)
- ○ DENOTES SET IRON PIN "7237", 5/8"–DIA. TYPICAL.
- ◉ DENOTES SET NAIL & DISC "7237", 5/8"–DIA. TYPICAL.

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Curve Table					
Curve #	Radius	Length	Delta	CHORD	BEARING
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C2	65.00'	6.01'	5°17'50"	6.01'	N85°17'48"W
C3	65.00'	20.74'	18°16'51"	20.65'	N73°30'28"W
C4	65.00'	20.00'	17°37'46"	19.92'	N55°33'09"W
C5	65.00'	17.78'	15°40'25"	17.73'	N38°54'03"W
C6	65.00'	32.05'	28°15'07"	31.73'	N16°56'17"W
C7	65.00'	5.52'	4°52'00"	5.52'	N0°22'43"W
C8	25.00'	39.27'	90°00'00"	35.36'	N42°56'44"W
C9	45.00'	70.69'	90°00'00"	63.64'	N47°03'16"E
C10	25.00'	39.27'	90°00'00"	35.36'	N47°03'16"E
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C12	25.00'	39.27'	90°00'00"	35.36'	S47°03'16"W
C13	25.00'	39.27'	90°00'00"	35.36'	S42°56'44"E
C14	25.00'	39.27'	90°00'00"	35.36'	S47°03'16"W
C15	25.00'	34.22'	78°25'59"	31.61'	S37°09'43"E
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LB #1532

GARDEN VILLAS TOWNHOMES
SHEET 2 OF 3 JOB NO. 2022–135

PLAT BOOK_____, PAGE_____

GARDEN VILLAS TOWNHOMES

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LB #1532

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: Action Item

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	
DATE:	5/8/2025
SUBJECT:	Charitable Donation Agreement

BACKGROUND:

In the Last Will and Testament of Rita Chimiak, she declared her desire to have a property donation made to support a dog park in the City of Crestview. The city declined to operate a dog park on Ms. Chimiak's property and continued negotiations with the estate.

DISCUSSION:

Royce Taylor hereby pledges to donate to the Donee the sum of One Hundred Thousand Dollars ($100,000.00) which is designated for the benefit of Donee, restricted to Crestview Animal Shelter and in exchange, the shelter facility will be named the *Rita Chimiak and Joan Sikes Animal Shelter* for a period of 20 years.

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

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

This item will add $100,000 to the budget as a restricted line item.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the charitable donation agreement and allow for the mayor to sign the attached documents.

Attachments

1. Chimiak City of Crestview
2. Declination Specific Devise Chimiak
3. Full Waiver w Notary block(63659287.1)

Charitable Donation Agreement

This Gift Agreement (the "Charitable Donation Agreement" or "Agreement") is made effective as of this ___ day of _____, 2025, by and between **Royce C. Taylor**, whose address is 4681 Baywoods Dr., Pensacola, Florida 32504 (the "Royce Taylor"), and **Crestview Unlimited, Inc.,** whose address is 198 N. Wilson Street, Crestview, FL 32536 (the "Donee"), **City of Crestview,** whose address is 198 N. Wilson Street, Crestview, FL 32536 (herein the "City") and **John H. Adams, as the Personal Representative of the Estate of Rita J. Chimiak** whose address is 501 Commendencia Street, Pensacola, Florida 32502 (herein the "Personal Representative").

RECITALS

WHEREAS, the City is a municipality located in Northwest Florida.

WHEREAS, Donee is a not-for-profit corporation organized under the laws of Florida organized for the benefit of and controlled by the City.

WHEREAS, Donee is a charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, Royce Taylor is the residuary beneficiary of the Estate of Rita J. Chimiak herein (the "Chimiak Estate").

WHEREAS, the Chimiak Estate is a probate estate pending in the Escambia County Circuit Court (herein the "Probate Court") as Case No. 2020 CP 501 (the "Probate Proceeding").

WHEREAS, on or about February 9, 2024, the Probate Court entered an Order which admitted the Last Will and Testament of Rita J. Chimiak (herein the "Last Will and Testament") to probate in the Probate Proceeding.

WHEREAS, the Last Will and Testament provided the following specific bequest (herein the "Specific Bequest") to the City:

> "*Royce Taylor will enter talks with the City of Crestview to see if they can use a portion of my property as a dog park with the city maintaining such property as a dog park for the length of time as agreeable with my beneficiary. The city/county would be responsible for all things needed to successfully continue such venture. The dog park should be listed with a sign mentioning Rita Chimiak and Joan Sikes as donators of the park. If the city*

declines interest, Royce Taylor will pursue avenues to intiate a dog park on a portion of my property naming it the Rita Chimiak & Joan Sikes Dog Park."

WHEREAS, Royce Taylor has talked to the City who has declined interest in the use and maintenance of Ms. Chimiak's property to operate a dog park, and therefore has declined the Specific Bequest.

WHEREAS, City has plans to construct or remodel an animal shelter (herein the "Crestview Animal Shelter").

WHEREAS, Royce Taylor desires to make a donation of $100,000 to the Donee to be used specifically restricted to and for the construction or remodeling of the Crestview Animal Shelter.

WHEREAS, as a result of and in appreciation of the Donation and upon receipt of the $100,000 donation in its entirety, the City has agreed to name the Animal Shelter the "Rita Chimiak and Joan Sikes Animal Shelter" for a period of twenty years, said period commencing on the date upon which the names Rita Chimiak and Joan Sikes Animal Shelter is placed upon the Crestview Animal Shelter.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Donor Commitment.** Royce Taylor hereby pledges to donate to the Donee the sum of One Hundred Thousand Dollars ($100,000.00) (the "Charitable Donation") which is designated for the benefit of Donee restricted to Crestview Animal Shelter.

3. **Payment.** It is further understood and agreed that the Charitable Donation will be paid in full on or before July 31, 2025 It is also understood and agreed that the gift funds as received may be invested by the Donee as it shall best determine and shall be considered restricted to the Crestview Animal Shelter.

4. **Naming Rights.** In exchange for and appreciate for the Charitable Donation, the City agrees that the Crestview Animal Shelter will be named "Rita Chimiak and Joan Sikes Animal Shelter" (herein the "Naming Rights"). Provided however, the City shall have no obligation to name the Crestview Animal Shelter the "Rita Chimiak and Joan Sikes Animal Shelter" if the Charitable Donation

is not made in its entirety. The Naming Rights shall be for a period of twenty (20) years and this twenty year period shall commence from the date upon which the words "Rita Chimiak and Joan Sikes Animal Shelter" are placed upon the Crestview Animal Shelter. For the purposes of this Agreement, Crestview Animal Shelter shall mean any existing building or new building which the City uses as the Crestview Animal Shelter.

5. Royce Taylor's Representations. Royce Taylor hereby represents that as of the date hereof:

5.1 Royce Taylor owns the Charitable Donation free and clear of all liens, claims, and security interests, and has the right to assign the same pursuant hereto.

5.2 There is no action, suit, litigation, or proceeding of any nature pending against or affecting Royce Taylor or the Charitable Donation or any portion thereof, which could result in the obtaining of a lien or other interest in the Charitable Donation by any third party, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

5.3 To the best of Royce Taylor 's knowledge, Royce Taylor has not received any notice from any governmental unit or agency indicating that the Charitable Donation or any portion thereof, or any operation conducted therein, is in violation of any statute, code, ordinance, or regulation.

5.4 Royce Taylor acknowledges he has not received any benefit from Donee in exchange for the gift hereunder and that he is making the gift of the Charitable Donation as a charitable contribution to a § 501(c)(3) charitable organization.

6. Donee's Representations. Donee and City hereby represent that as of the date hereof:

6.1 Donee is a duly organized and validly existing Florida not-for-profit corporation. The person executing this Agreement on behalf of Donee and City is fully and duly authorized to do so by Donee and City, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of Donee and City, have been duly and legally taken. Specifically, the City and the Donee agree that they have the authority to name the Crestview Animal Shelter after Rita Chimiak and Joan Sikes on the terms and conditions set forth in this Agreement. No further consent, authorization or approval of any person or entity is required for Donee or City to enter into or perform this transaction, except as expressly provided or contemplated in this Agreement.

6.2 Donee is exempt from federal income tax under § 501(c)(3) of the Code.

6.3 Donee will execute the contemporaneous acknowledgment attached hereto as Exhibit "A".

7. **Intent.** It is the agreement of the parties and the intention and wish of the Royce Taylor that this gift and any unpaid promised installment under this Agreement shall constitute the Royce Taylor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Royce Taylor and his successors and assigns. Royce Tayor acknowledges that the Donee is relying, and shall continue to rely, on the Royce Taylor's gift being fully satisfied as set forth herein.

8. **Probate Proceeding.** The City of Crestview shall file in the Probate Proceeding a declination of the specific bequest set forth in the Last Will and Testament and a Consent to the Closing of the Estate, Waiver of Accounting and Consent to discharge of the Personal Representative. The foregoing documents shall be prepared by the Personal Representative and provided to the City.

9. **Remedies**. In the event that either party fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by a party, then the non-defaulting party shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific performance.

10. **Governing Law**. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

11. **Entire Agreement**. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

12. **Further Assurances**. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

13. **Captions**. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

14. **Assignment**. Donee may assign its interest in this Agreement only with the prior written consent of Royce Taylor, and such consent may not be unreasonably withheld.

15. **Time is of the Essence**. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Gift Agreement as of the day and year first written above.

_____ **Date:** _____

ROYCE C. TAYLOR

_____ **Date:** _____

JOHN H. ADAMS, as Personal Representative
Of the Estate of Rita J. Chimiak

CRESTVIEW UNLIMITED, INC.

_____ **Date:** _____

By: _____
Its: _____

CITY OF CRESTVIEW

_____ **Date:** _____

By: _____
Its: _____

Exhibit A

Contemporaneous Written Acknowledgment of Receipt of Gift

This Contemporaneous Written Acknowledgment of Receipt of Gift is provided by **CRESTVIEW UNLIMITED, INC.** (EIN: 87-1184737), a registered 501(c)(6) not-for-profit corporation, organized under the laws of Florida and located in Okaloosa County, Florida (the "Donee"), to ROYCE CHIMIAK, (the "Donor"), in acknowledgment of the Donor's gift to the Donee of immediately available funds in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00) on _____, 2025.

The undersigned representative of the Donee certifies that no goods or services were provided by the Donee to the Donor in consideration for receipt of the Gift described above.

CRESTVIEW UNLIMITED, INC.

_____
By: _____
Its: _____

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN RE: ESTATE OF

RITA JANE CHIMIAK, CASE NO.: 2020 CP 501
Deceased.

/

DECLINATION OF SPECIFIC DEVISE

COMES NOW, The City of Crestview, by and through its undersigned counsel and files this Declination of a Specific Devise in the Last Will and Testament of Rita M. Chimiak as follows:

1 On or about February 9, 2024, this Court entered the Last Will and Testament of Rita Jane Chimiak dated November 18, 2017 to probate.

2. Ms. Chimiak's Last Will and Testament dated November 18, 2017 provided the following specific bequest (herein the "Specific Bequest") to the City:

> "*Royce Taylor will enter talks with the City of Crestview to see if they can use a portion of my property as a dog park with the city maintaining such property as a dog park for the length of time as agreeable with my beneficiary. The city/county would be responsible for all things needed to successfully continue such venture. The dog park should be listed with a sign mentioning Rita Chimiak and Joan Sikes as donators of the park. If the city declines interest, Royce Taylor will pursue avenues to intiate a dog park on a portion of my property naming it the Rita Chimiak & Joan Sikes Dog Park."*

3. After the foregoing Will was admitted to probate, Royce Taylor, the beneficiary under Ms. Chimiak's Will, entered into talks with the City of Crestview regarding the above devise.

4. The City of Crestview has declined to proceed with operating a dog park on Ms. Chimiak's property. Instead, Mr. Taylor has agreed personally to make a charitable donation in the amount of $100,000 to Crestview Unlimited, Inc., which is a non-profit entity controlled by the City of Crestview. The donated funds will be used to assist in conjunction with improving or constructing an animal shelter and the City of Crestview has agreed to name the animal shelter "The Rita Chimiak and Joan Sikes Animal Shelter" for an agreed period of time.

5. As a result, the City specifically declines any bequest, right or interest in Ms. Chimiak's estate.

City of Crestview

_____
By: _____
Its: _____
198 North Wilson Street
Crestview, Florida 32536

/s/ Jonathan T. Holloway
Florida Bar No. 627763
JONATHAN HOLLOWAY P.A.
420 E. Pine Avenue
Crestview, FL 32539-2808
Telephone: (850) 398-6808
Facsimile: (850) 389.6809
Electronic Mail: jholloway@okaloosalaw.com
Attorney for the City of Crestview

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served on the ___ day of May, 2025 by e-service.

John H. Adams
GrayRobinson, P.A.
601 S. Palafox St.
Pensacola, Florida 32502

/s/ Jonathan T. Holloway
Jonathan T. Holloway

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN RE: ESTATE OF

RITA JANE CHIMIAK, CASE NO.: 2020 CP 501
Deceased.

/_____

WAIVER OF ACCOUNTING, PORTIONS OF PETITION
FOR DISCHARGE, SERVICE OF PETITION FOR
DISCHARGE AND RECEIPT OF BENEFICIARY
AND CONSENT TO DISCHARGE
(full waiver)

The undersigned, _____ on behalf of the City of Crestview, whose address is 198 North Wilson Street, Crestview, FL 32539-2808 and who has an interest in the above estate as a beneficiary, hereby:

a. Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

b. Waives the filing and service of a final or other accounting by the personal representatives;]

c. Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representatives, attorneys, accountants, appraisers or other agents employed by the personal representatives, and the manner of determining that compensation;

d. Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representatives, attorneys, accountants, appraisers, or other agents employed by the personal representatives; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

e. Waives the inclusion in the Petition for Discharge of a plan of distribution;

f. Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

g. Waives all objections to any accounting and to the Petition for Discharge;

h. Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

i. Consents to the entry of an order discharging the personal representative without notice, hearing, or waiting period, and without further accounting.

Signed on this _____ day of _____, 2025.

CITY OF CRESTVIEW

_____

BY: _____

ITS: _____

Sworn to (or affirmed) and subscribed before me by means of ( ) physical presence or ( ) online notarization, this_____ day of _____,by _____ as the _____ and authorized representative of the City of Crestview.

_____

Signature

Notary Public State of Florida

Printed Name of Notary Public

( ) Personally known or ( ) Produced Identification _____

CITY OF CRESTVIEW Item # 11.1.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Maryanne Girard, City Clerk
DATE:	5/5/2025
SUBJECT:	Monthly Update

BACKGROUND:

The monthly update is provided.

DISCUSSION:

Codification – The Legal Department of Civic Plus has updated the city, informing that the Code will be finalized and shipped by the end of June 2025.

Public Records – For the April 2025 period, we received 87 new requests, with 37 open, 7 days on average to fulfill all requests, 84 requests were closed, and 10 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was less than an hour at no cost to staff. We have received $79 in payments for the reporting period. Community Development (22) and the Police department (55) received the most requests per department with the remaining dispersed between the remaining departments.

Laserfiche –The public records portal located on the City Clerk page at: https://city-of-crestview-fl.nextrequest.com/. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of additional pages for April 2025 is 123,723.

Records Management – The book binder, Paul Sawyer, of Sawyer Binder has possession of the first two ordinance books. I will update you as the process moves forward.

Training Update – The office of the City Clerk has completed the annual cybersecurity training.

*Reminder that we do not have a Council meeting on Memorial Day. We do have the Memorial Day ceremony on Monday, May 26th at 10:00 a.m. at the Courthouse Memorial Wall.

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 # 12.1.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Nicholas Schwendt, CDS Planning Administrator, Barry Henderson, Development Services Director
DATE:	5/8/2025
SUBJECT:	Development Report

BACKGROUND:

This is a presentation of development activities that have occurred since the last report.

DISCUSSION:

Development Orders Issued:	No development orders have been issued since the previous report.
Final Plats:	The final plat for Garden Villas Townhomes Phase II was recorded on May 5th, 2025. This project includes 30 townhouse units upon 2.2 acres south of Third Avenue and east of Jones Road, providing for a roadway that connects those two roads..
New Development Applications:	Longview Estates Subdivision - 15 lot subdivision located on approximately 3.25 acres at 669 Long Drive, north of E First Ave. Freedom Walk Subdivision - 474 lot subdivision development located on 156 acres located on Old Bethel Road. Walmart Neighborhood Market - 43,603 square foot grocery store, 18,800 square feet of retail space, a fueling station and 2 outparcels located north-east of the intersection of Industrial Dr. and Richburg Ln. Candlewood Suites - 84-room hotel located on approximately 2.68 acres south of Cracker Barrel Dr. Okaloosa County Tax Collector's Office - 20,209 square foot tax collector's office building and associated improvements located at 1448 Commerce Drive, west of the Chamber of Commerce and north of the Library. Spring Creek Court - 19-unit multifamily apartment development on approximately 1

	acre, located west of the intersection of Bay Street and W Cobb Avenue. Sycamore Court - 38 apartment units on 1.91 acres, located northeast of the intersection of W Bowers Avenue and Bay Street. This project is northwest of Vineyard Village, the City's affordable housing development project.

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

FINANCIAL IMPACT

This item is informational in nature.

RECOMMENDED ACTION

No action required.

Attachments

None

CITY OF CRESTVIEW Item # 12.2.

Staff Report

CITY COUNCIL MEETING DATE: May 12, 2025
TYPE OF AGENDA ITEM: Presentation

TO:	Mayor and City Council
CC:	City Manager, City Clerk, Staff and Attorney
FROM:	Jessica Leavins, Interim City Manager
DATE:	5/8/2025
SUBJECT:	City Manager Updates

BACKGROUND:
Routine updates on current and future projects are presented.

DISCUSSION:
Updates will be provided during the meeting.

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

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

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT
n/a

RECOMMENDED ACTION
n/a

Attachments

None