



EXECUTIVE COMMITTEE MEETING

Regular Meeting Agenda

July 5, 2022
5:30 PM
6738 Dixon Street
Milton, FL 32570

- 1. Open Meeting**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda for Additional Items**
 - Recommendation for Additional Items from Staff
 - Recommendation for Additional Items from Council
- 5. Recognitions, Special Presentations and Awards**
- 6. Public Hearings/Meetings**
- 7. Invited Speakers**
- 8. Persons to Appear**
- 9. Agenda Items**
 - Staff Items**

Item # 2022-490
Florida Small Cities Community Development Block Grant (CDBG) Program

Administration

Councilwoman Shari Sebastiao

Item # 2022-485
City of Milton Board Vacancies

Item # 2022-492
National League of Cities/CGI Community Showcase Video Program

Item # 2022-494
Piggyback Santa Rosa County's Fence Bid

Economic Development

Councilwoman Shannon Rice

Item # 2022-483

Business Improvement Program FY 2022 Cycle 3

Emerald Coast Regional Council
Councilman Vernon Compton

Item # 2022-500

Comprehensive Economic Development Strategy

Finance
Councilman Casey Powell

Item # 2022-503

Bank Signature Card Changeover

Item # 2022-516

Fiscal Year 2023 Millage Rate

LEAP
Councilman Vernon Compton

Parks & Recreation
Councilman Jeff Snow

Public Safety
Mayor Heather Lindsay

Public Works
Councilman Robert Leek

Stormwater
Councilman Matt Jarrett

10. Board & Committee Reports

Community Improvement Board
Councilman Vernon Compton

Item # 2022-472
Residential Facade Improvement Grant Program

Historic Preservation Board
Councilwoman Roxanne Meiss

Item # 2022-495
Certified Local Government Draft Ordinance

Pensacola Perdido Bay Estuary Program
Councilwoman Shannon Rice

Item # 2022-504
Tree Planting Initiative/Grant Discussion

Tourist Development Council
Councilman Jeff Snow

Transportation Planning Organization
Councilman Vernon Compton

Item # 2022-491
Project Priorities TPO

Item # 2022-342
Florida/Alabama Pedestrian Bicycle Plan

11. Council Reports

12. Mayor Report: Heather Lindsay

13. City Attorney's Report

Item # 2022-477
Consideration of Ordinance Amending Advertising and Signage Standards

14. City Manager's Report

15. Public Input

16. Adjourn/Recess

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the City at least 48 hours before the meeting by contacting City Hall, 6738 Dixon Street, Milton, or by calling 983-5410.

"If any 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

EXECUTIVE COMMITTEE MEETING
July 5, 2022

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." FS 286.0105



Agenda Item # 2022-490

Florida Small Cities Community Development Block Grant (CDBG) Program

MEETING DATE

July 5, 2022

PREPARED BY

Sandra Woodbery, Grants
Manager

BACKGROUND

This is a Florida Department of Economic Opportunity (DEO) competitive grant program for local governments in small urban and rural areas. In 2018, the City of Milton was awarded these funds for the Byrom Street Neighborhood Revitalization Project that paid for new water lines and street improvements. Now that the Byrom Street project has been successfully completed, the City of Milton is eligible to apply again.

SUMMARY

2021-2022 Application Cycle Opened June 6, 2022. Application Deadline: July 21, 2022. 51% of City of Milton citizens to benefit from the project must be low- and moderate- income (LMI) or the project must eliminate conditions of slum or blight.

There are 4 Categories of Funding:

1. Commercial Revitalization
2. Economic Development
3. Housing Rehabilitation
4. Neighborhood Revitalization

RECOMMENDATION

Authorize the CDBG Federal Funding Year 2021-2022 application development and submission.

ATTACHMENTS

1. FFY 2021-2022 NOFA

DEPARTMENT OF ECONOMIC OPPORTUNITY

Division of Community Development

Notice of Funding Availability: Florida Small Cities CDBG Program

Notice of Funding Availability

Florida Department of Economic Opportunity

Florida Small Cities CDBG Program

The Florida Department of Economic Opportunity (DEO) announces the availability of funding for non-entitlement units of local government under the Florida Small Cities Community Development Block Grant (CDBG) program. DEO will make Federal Fiscal Year (FFY) 2021 and FFY 2022 funding available for the Neighborhood Revitalization, Housing Rehabilitation, and Commercial Revitalization program areas. Non-entitlement units of local government are not eligible to apply for funding in any of the three program areas if they have an open CDBG subgrant in one of the three areas. DEO also has funding available in the Economic Development (ED) program area for job creation and/or retention activities. Non-entitlement units of local government that have an open Neighborhood Revitalization, Housing Rehabilitation, Commercial Revitalization, or Economic Development subgrant are eligible to apply for Economic Development funding.

Up to \$24.8 million in FFY 2021 funding and approximately \$23 million in FFY 2022 funding will be available to eligible applicants in the four program areas listed above. The FFY 2021 and FFY 2022 list of non-entitlement units of local government will be available on DEO's website at www.FloridaJobs.org/CDBGApplicantInfo prior to the application cycle opening. The application process is conducted in accordance with sections 290.0401 – 290.048, Florida Statutes, and Chapter 73C-23, Florida Administrative Code.

The FFY 2021 and FFY 2022 application cycle for all the above-mentioned categories of funding will open on Monday, June 6, 2022, and close at 5:00 p.m. Eastern Time (ET) with a deadline date of Thursday, July 21, 2022. Funding requests must be submitted via the Florida Small Cities CDBG Application for Funding, Form SC-60 (FFY 2021-22), and must be received by 5:00 p.m. ET on Thursday, July 21, 2022. The Form SC-60 will be available at www.FloridaJobs.org/CDBGApplicantInfo prior to the opening of the application cycle and the FFY 2021-2022 Small Cities CDBG Application Webinar will be held on Wednesday, June 15, 2022, from 9:00 a.m. – 4:00 p.m. ET via teleconference at https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGUxZjQzYjQtZjg0OS00ZTYwLWFmYTUtMmQ5ODc1ZDI5OGRh%40thread.v2/0?context=%7b%22Tid%22%3a%22931da019-f64e-4908-b0f6-92f46f78c512%22%2c%22Oid%22%3a%225bb4a891-3864-434f-81d8-baf0d2c2abda%22%2c%22IsBroadcastMeeting%22%3a%22true%7d&btype=a&role=a or you may call-in at 1(850) 988-5144 (Conference ID: 826-242-346).

Electronic applications will be accepted online. An email request for a link to submit the application must be sent to CDBG@DEO.MyFlorida.com by 5:00 p.m. ET on Tuesday, July 12, 2022. Instructions and access to upload the completed documents will be provided by return email. All applications must be received by 5:00 p.m. ET on Thursday, July 21, 2022.

If you have questions, please contact CDBG@DEO.MyFlorida.com or visit www.FloridaJobs.org/CDBGApplicantInfo.



Agenda Item # 2022-485

City of Milton Board Vacancies

MEETING DATE

July 5, 2022

PREPARED BY

Melissa Short, Admin
Assistant/Permit Clerk

BACKGROUND

This is an item update that is to be provided monthly to the Council as long as city boards have membership vacancies. Currently, the Board of Adjustment, General Employees' Pension Board, Police Pension Board, Historic Preservation Board, and the Civil Service Board have one vacancy. It is important to fill these positions so a meeting can be held with a simple majority of the board present.

SUMMARY

At this time, staff has one application on file for the General Employees' Pension Board and two applications on file for the Historic Preservation Board. Attached are the applications as well as the current boards with vacancies.

RECOMMENDATION

Staff recommends review of the General Employees' Pension Board and the Historic Preservation Board Applications. The C.O.W. voted unanimously to send the applications to the Executive Committee for review. Michele Williams, Angie Hawkins, and Janet Coulter will be present for interview.

ATTACHMENTS

1. Board Vacancies Updated 6.2022
2. Michele Williams' application
3. Angie Hawkins' application
4. Janet Coulter application

City of Milton Board Vacancies

Board of Adjustment

The Board of Adjustment is a seven-member board that is charged with the review of variances, special exceptions, and administrative appeals. There is currently one vacancy on this board. This position, when filled, is an at-large position that is appointed by the Council and would be for the remainder of the term.

At this time, staff has no applications on file from individuals interested in serving on this board. It is important to fill these positions so a meeting can be held with a simple majority of the board present. This becomes more difficult for applicants to achieve if board members are absent, or if vacancies exist.

General Employees' Pension Board

The General Employees' Pension Board is a five-member board that do not have to live inside the city limits. The General Employees' Pension Board oversees the allocations of funds for the general employee pension fund. Process retirements/payments, reviews the recommendations of the investment company, consultant, attorney, and actuary, and meets necessary reporting requirements. There is currently one vacancy on this board. These position, when filled, are Council Representatives. This position, when filled, will serve four-year terms.

At this time, staff has an application on file from Michele Williams, who is interested in serving on this board.

Police Pension Board

The Police Pension Board is a five-member board that oversees the allocations of funds for the police officer's pension. Reviews the recommendations of the investment company, attorney, and actuary. There is currently one vacancy on this board. This position, when filled, is a City Resident appointed by City Council and will serve a four-year term.

At this time, staff has no applications on file from individuals interested in serving on this board.

“Due to the size of the city and narrow jurisdictional boundaries, we have had a hard time filling the vacant position on the Milton Police Pension Fund Board. To alleviate this, an agenda item will be added to all public meetings in an attempt to fill this position. When this position is filled, the Division of Retirement will be notified immediately with the information needed to close the vacant position.”

Civil Service Board

The Civil Service Board is a five-member board that encourages and promotes a proper personnel system for employees of the City of Milton. The board has authority to write and adopt rules that shall cover subject areas such as disciplinary hearings, code and/or standards of conduct for members of classified service, probationary periods, employment eligibility criteria and applicant register procedures. All rules shall be approved by the City Council.

There is currently one vacancy on this board, Council Appointed. This position, when filled, will serve a two-year term.

Appointment and Structure:

1. All members shall reside within the city limits of the City of Milton.
2. The City Council shall not appoint a current or former city employee to the Board.
3. The City Council shall not appoint a current member of the City Council to the Board. Former City Council members may be appointed provided they have not held elective position in the City for a period of at least one year.
4. No person may serve as a board member if they have a relative in the Civil Service System. Relative means an individual who is related to the Board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
5. The Council shall strive to select members who have previous experience in personnel Administration, management, small business, self-employment, and/or with other outside public employers. In all cases, the City Council shall seek to appoint members with the best expertise and a wide variety of backgrounds to serve the citizens of Milton with regard to the Civil Service System.

At this time, staff has no applications on file from individuals interested in serving on this board.

Historic Preservation Board

The Historic Preservation Board is a seven-member board. The Historic Preservation Board (HPB) purpose is to the preservation and protection of buildings of historic significance and shall issue a certificate of appropriateness for renovations or alterations to regulated historic structures within the Historic District. There is currently one vacancy on this board. This position, when filled, is a city resident and/or owns property in city limits. This position, when filled, will serve a four-year term.

At this time, staff has two applications on file from Angie Hawkins and Janet Coulter, who are both interested in serving on this board.

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Date: 06/07/2022

Name Michele A. Williams **Phone (hm)** _____

E-mail address mwilliams@miltonfl.org **Phone (wk/cell)** 850.983.5480

Address 4843 Covenant Circle, Pace, FL 32571 **City Ward** N/A

Education Pensacola State College & University of West Florida

Work Experience: City of Milton

Community Service Leadership Santa Rosa & Affordable Housing Advisory Committee

Awards Church Membership Intake Coordinator

Hobbies, Travel, etc Graphic Design, Photography, Bible Study, Investment, Travel, Shopping

Other comments that would be helpful in determining appropriate appointment _____

I would like to continue to utilize my professional business experience to the betterment of the City of Milton.

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ **Milton Housing Authority**

☐ **Milton Planning Board**

☐ **Historic Preservation Board**

☐ **Community Improvement Board**

☐ **Civil Service Board**

☒ **General Employees Pension Board**

☐ **Board of Adjustments**

☐ **Firefighters Pension Board**

☐ **Police Pension Board**

Michele A. Williams

mwilliams@miltonfl.org | 850.983.5480

Objective

To continue to utilize my professional business experience to the betterment of the City of Milton by serving as a
General Employees' Pension Board Representative

Experience

- Analyze staff requisitions to ensure appropriate expense account are utilized for requested purchases
- Generate purchase orders, and create change orders as needed
- Approve, prepare, and schedule invoices along with required reports to be process over to Finance for payment
- Assist the Purchasing Officer in the bid solicitations process and purchasing responsibilities
- Applies for and obtains titles, tags and transfers for all city vehicles as needed
- Assist in procurement of services, materials, supplies and equipment at competitive price
- Process various monthly or periodic reports as required
- Provide support for the City Manager and Senior staff, as required, or needed
- Processed utility payments and deposits revenue from customers
- Posted collected revenue to appropriate customers' accounts
- Balanced daily receivables to appropriate financial batch
- Developed and presented proposals & contracts
- Marketing/Advertising
- Attention to details
- 20 years of business administration, entrepreneur experience including web/graphic design and magazine production

Computer Skills

- **Microsoft Software:** Excel, Word, PowerPoint, Publisher
- **Adobe Software:** Dreamweaver, Photoshop, InDesign
- **Operating Systems:** Windows, Mac OS
- **Central Square Technologies:** Naviline

Employment

City of Milton

Purchasing Asst. 2019 – Present
Accounting Clerk 2017 - 2019

Aileen Graphic - Business Entrepreneur

Web & Graphic Designer 2003 – 2017

Northwest Platform LLC, Magazine

Owner and Editor 2016 – 2018

Pensacola State College

Student Administrative Asst. 2001 - 2003

American Pioneer Insurance Company

Client Relations Specialist 1999 – 2001

Education

Pensacola State College

Degree Earned: **Internet Services Technology**

University of West Florida

Major: **Communications**

Professional Affiliations

Leadership Santa Rosa, Class 35

State of Florida Office of Supplier Diversity, Woman & Minority Business Certified

Santa Rosa Affordable Housing Committee, Advisory Board Member

American Purchasing Society, Member

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Date: 5/25/2022

Name Angie Hawkins **Phone (hm)** 850-544-9322

E-mail address angie.s.hawkins@icloud.com **Phone (wk/cell)** 850-544-9322

Address 5903 Ashton Woods Cir Milton, FL 32570 **City Ward** 2

Education General Education AA - Tallahassee Community College 1997

Work Experience: I have a wide variety of work experience due to my husbands' 20 year Air Force career.
My experience is featured towards marketing, operational integrity, business strategy, and team management.

Community Service First City Art Center Board Member 2020-2022; American-German City of Stuttgart
Community Council Member 2010-2013

Awards Several "Employee of the month/year" awards.

Hobbies, Travel, etc Have traveled to 35 countries over the past 20 years, visiting many historic cities.
I am a novice glassblower. I try to keep my glassblowing techniques as close to historically accurate as possible.

Other comments that would be helpful in determining appropriate appointment I have lived in two historic houses. One in Virginia and one in Germany. I lived in a historic town, Leonberg (Germany), which was founded in 1248. I am very invested in the importance of retaining our historic buildings and keeping our history preserved.

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ **Milton Housing Authority**

☐ **Milton Planning Board**

☒ **Historic Preservation Board**

☐ **Community Improvement Board**

☐ **Civil Service Board**

☐ **General Employees Pension Board**

☐ **Board of Adjustments**

☐ **Firefighters Pension Board**

☐ **Police Pension Board**

CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION

Date: 8/9/2022

Name Janet Coulter Phone (hm) 850 206 3666

E-mail address coulterjanet@yahoo.com Phone (wk/cell) 850 206 3666

Address 5241-A Willing St City Ward _____

Education Some college - mostly Real Estate

Work Experience: Realtor for 34 yrs

Community Service involved with church and local sports complexes

Awards Spirit award from Realtor Assoc

Hobbies, Travel, etc Travel, Reading, playing with my grandchildren

Other comments that would be helpful in determining appropriate appointment _____

I have been in this city for 37 yrs and love the community.

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ Milton Housing Authority

☒ Milton Planning Board

☒ Historic Preservation Board

☐ Community Improvement Board

☐ Civil Service Board

☐ General Employees Pension Board

☐ Board of Adjustments

☐ Firefighters Pension Board

☐ Police Pension Board



Agenda Item # 2022-492

National League of Cities/CGI Community Showcase Video Program

MEETING DATE

July 5, 2022

PREPARED BY

Ed Spears, Director of
Economic Development

BACKGROUND

In Partnership with the National League of Cities, CGI Digital, a video production company located in Rochester, New York, will produce up to five (5) informational videos on the City of Milton. Topics may include, but are not limited to: A Welcome Message, Education, Healthy Living, Homes/Real Estate, or Community Organizations that highlight these various aspects in the city. CGI has completed over 201,000 videos for over 3,700 communities. There is no cost to the City for this service. The attached contract details the duties and responsibilities of each party. City staff will assist with the creation of the content and script for each video. The City will own the copyright to each video produced.

Information on the program can be viewed at: <https://cgidigital.com/community-partnerships/>
Testimonials from other cities can be viewed at: <https://cgidigital.com/testimonials/>

This item was unanimously approved by the Committee of the Whole.

SUMMARY

RECOMMENDATION

Staff recommends approval of the program and authorization for Manager to execute the agreement.

ATTACHMENTS

1. CGI Video Production Agreement 6-15-22



Name: Stephen Prestesater
Title: Director of Public Relations
Address: 6738 Dixon Street
City, State, Zip: Milton, FL 32572
Phone number: 850-983-5400 x1046
Email: sprestesater@miltonfl.org
Website: <https://www.miltonfl.org>

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Milton (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the <https://www.miltonfl.org> homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to 5 video chapters with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, or Community Organizations
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the <https://www.miltonfl.org> website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the <https://www.miltonfl.org> homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its <https://www.miltonfl.org> homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

Milton, Florida

Signature:

Name (printed):

Title:

Date:

CGI Communications, Inc. D/B/A CGI Digital

Name (printed): Nicole Rongo

Title: Vice President, Government Relations & Strategic Partnerships

Date: May 24, 2022



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
Fax: 585.653.7393



Agenda Item # 2022-494

Piggyback Santa Rosa County's Fence Bid

MEETING DATE

July 5, 2022

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City purchasing policy allows Council to waive the bid process and use "Other Contracts" that have gone through the review processes and have been approved by another government entity. The Road & Street Department needs a fence contractor.

SUMMARY

Santa Rosa County: ITB 21-026 Fence Contract

Pricing: Various

Vendor: Jones Fence Company

RECOMMENDATION

The Committee of the Whole recommends approval to waive the bid process and approve piggyback off Santa Rosa County's bid (SRC #2021.026) for Fencing to Jones Fence Company.

ATTACHMENTS

1. Approval to piggyback from SRC and Jones Fence Co
2. SRC 21.026 Fence Contract and Renewal with Jones Fence Company

Diane Ebentheuer

From: Lyndsey Stevens <LyndseyS@santarosa.fl.gov>
Sent: Tuesday, May 3, 2022 9:19 AM
To: Diane Ebentheuer
Cc: Brandy Kea
Subject: RE: Fencing Bid
Attachments: Agreement with Jones Fence Company-FINAL.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dianne,

Attached is the contract from last year, it expires in June, the department has the renewal that they should be submitting for approval.

Lyndsey Stevens
Santa Rosa County
Procurement Officer
6495 Caroline Street, Suite L | Milton, Florida 32570
P: 850.983.1870 C: 850.380.1754 F: 850.983.1856
Santarosa.fl.gov | [Facebook](#) | [Twitter](#) | [Instagram](#)

All vendors wishing to receive solicitations and requests for quotes from Santa Rosa County should sign up with our vendor management solution at:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/santa-rosa-county-fl-vendor-registration>

From: Diane Ebentheuer <debentheuer@miltonfl.org>
Sent: Tuesday, May 3, 2022 8:59 AM
To: Lyndsey Stevens <LyndseyS@santarosa.fl.gov>
Cc: Brandy Kea <BrandyK@santarosa.fl.gov>
Subject: Fencing Bid

Hi Lyndsey & Brandy,
Hope ya'll are doing good.
May we piggyback off your Fencing Bid??
If yes, please provide your bid information.

Thank you,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
City of Milton
P. O. Box 909
Milton, FL 32572

Diane Ebentheuer

From: Ashley Johnston
Sent: Thursday, June 9, 2022 1:50 PM
To: Diane Ebentheuer
Subject: Piggy-back fence contract

John Jones came by to see you about signing a fencing vendor contract we are piggy backing off of.

He asks you call him when it's convenient, to arrange a time to sign the paperwork.

John Jones – 850-336-3478

Ashley Johnston
City of Milton Public Works
(850) 983-5400 Ext 1223
Cell (850) 382-4547

Under Florida's public records laws, the City of Milton's emails may be considered public record and subject to inspection or disclosure to the public. If you do not wish to have your emails possibly disclosed to the public, please do not communicate with the City of Milton through email.

FIRST AMENDMENT TO THE AGREEMENT BETWEEN
SANTA ROSA COUNTY, FLORIDA
AND JONES FENCE COMPANY

This First Amendment to the Agreement between Santa Rosa County a political subdivision of the state of Florida (the "County"), and Jones Fence Company executed this 26th day of May, 2022, is made a part of the original Agreement dated June 8, 2021 The "original Agreement", incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their First option to renew the original Agreement for an additional One (1) year term in accordance with Section 3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence June 1, 2022 and shall terminate no later than May 31, 2023.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 4 of the original Agreement ("Compensation") and/or any amendments thereto; or
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated June 8, 2021 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

WITNESS:

Judy Greco
Signature

Judy Greco
Print Name

BY: John M. Jones
John M. Jones, Owner

ATTEST:

SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer, Clerk of Court
Donald C. Spencer, Clerk of Court

BY: Robert A. "Bob" Cole
Robert A. "Bob" Cole, Chairman

BID FORM
Chain Link Fencing

Santa Rosa County Procurement Department
6495 Caroline Street, Suite L
Milton, Florida 32570

Date 5-5-21

The undersigned agrees to furnish the equipment and labor as requested by you for Santa Rosa County in your invitation to bid and certifies that the materials bid meets or exceeds the specifications called for, except as set out in "Exceptions to Bid Conditions" and attached to this form.

MATERIALS:

FENCING PRICE PER FOOT: All prices shall include materials, labor, equipment, transportation and any other cost's the bidder needs to act

48" \$ <u>13.00</u>	84" \$ <u>22.00</u>	20 ft. Backstop \$ <u>85</u>
72" \$ <u>14.95</u>	120" \$ <u>50</u>	

FABRICATED GATES – EACH: All prices shall include materials, labor, equipment, transportation and any other cost's the bidder needs to act

48" X 10' \$ <u>350</u>	84" X 10' \$ <u>500</u>
48" X 12' \$ <u>400</u>	84" X 12' \$ <u>595</u>
48" X 14' \$ <u>425</u>	84" X 14' \$ <u>625</u>
48" X 16' \$ <u>525</u>	84" X 16' \$ <u>700</u>
72" X 10' \$ <u>450</u>	120" X 10' \$ <u>650</u>
72" X 12' \$ <u>500</u>	120" X 12' \$ <u>750</u>
72" X 14' \$ <u>525</u>	120" X 14' \$ <u>800</u>
72" X 16' \$ <u>600</u>	120" X 16' \$ <u>950</u>

SQUARE FOOT PRICING FOR GATES AS PER HEIGHT:

(scale to be used for gates not listed) All prices shall include materials, labor, equipment, transportation and any other cost's the bidder needs to act

48" \$ <u>60.00</u>	84" \$ <u>70.00</u>
72" \$ <u>65.00</u>	120" \$ <u>95.00</u>

All prices shall include materials, labor, equipment, transportation and any other cost's the bidder needs to act

3" TERMINAL POST

48" \$ 65.00
72" \$ 80.00
84" \$ 90.00
120" \$ 110.00

3" GATE POST

48" \$ 65.00
72" \$ 80.00
84" \$ 90.00
120" \$ 110.00

4" GATE POST

48" \$ 90.00
72" \$ 100.00
84" \$ 110.00
120" \$ 120.00

LOCK WITH CHAIN: \$ _____

LABOR RATES:

REPAIR WORK:

48" \$ 28.00 per hour/per person
72" \$ 28.00 per hour/per person
84" \$ 28.00 per hour/per person
120" \$ 28.00 per hour/per person

DEMOLITION:

48" \$ 28.00 per hour/per person
72" \$ 28.00 per hour/per person
84" \$ 28.00 per hour/per person
120" \$ 28.00 per hour/per person

MINIMUM REPAIR WORK LABOR CHARGE: \$ 100.00

REPAIR WORK LABOR: Labor will be paid at the minimum labor charge or the per hour cost, whichever is greater.

FENCE RIGHT-OF-WAY CLEARING: \$ 28.00 per hour

WARRANTY: One year on workmanship and twelve (12) years on materials.

Data Universal Number System

DUNS Number 01166620

Contractor License 32440

John M Jones
Company Representative Signature

850-336-3478
Telephone

NOTE: PLEASE RETURN THIS BID FORM TO THE ABOVE ADDRESS.

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND JONES FENCE COMPANY**

(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 8th, day of June, 2021 by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 6495 Caroline Street, Milton, FL 32570, and Jones Fence Company a for profit organization authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 26-3399270.

RECITALS

WHEREAS, the County is in need of a contractor to provide County Wide Fencing Services ("Services"); and

WHEREAS, Invitation to Bid 21-026 County Wide Fencing; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County fully described in the exhibits attached to this contract.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Invitation to Bid 21-026;

Attachment "B" – Contractor's Scope of Services;

Attachment "C" – Insurance Requirements;

Attachment "D" – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "E" – Scrutinized Companies Certification;

2. Services. Contractor agrees to perform the services as outlined in ITB 21-026 herein as Attachment A. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "B" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County.

Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin June 1, 2021 and shall continue for a period of One (1) Year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to Three, One-Year renewals.

4. Compensation. Compensation and the manner of payment of such compensation by the County for Services rendered hereunder by Contractor shall be as prescribed in the Contractor's Scope of Services, Attachment B, and the total amount to be paid for all services and materials shall not exceed the amount set forth in the approved Task Orders.

a. Contractor shall submit an invoice to the County upon completion of each task. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "C" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Thirty (30) days to cure such default. If the default remains uncured after Thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in

voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon

completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS WANDA PITTS, (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: Facilities 4530 Spikes Way Milton, FL 32583
If to the Contractor:		Jones Fence Company 5497 Moonlight Dr Milton, FL 32570

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and

to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

- c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment "A" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

18. Minority/Women's Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's

employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

22. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

27. Grant or Agreement Requirements. Through the course of this Agreement the County may be awarded state or federal grants that may fund some or all of the Services to be provided under this Agreement. Contractor will be provided a copy of the executed grant agreement and agrees to comply with all the requirements of the grant agreement.

28. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

29. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed

against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

30. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

31. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Judy Greco
Signature

Judy Greco
Print Name

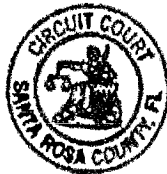
BY: John M. Jones
John M. Jones, Owner

ATTEST:

SANTA ROSA COUNTY, FLORIDA

Michael Burton for Donald C. Spencer
Donald C. Spencer, Clerk of Court

BY: David C. Piech
David C. Piech, Chairman





Agenda Item # 2022-483

Business Improvement Program FY 2022 Cycle 3

MEETING DATE

July 5, 2022

PREPARED BY

Ed Spears, Director of
Economic Development

BACKGROUND

City Council approved changes to the Commercial Facade Program on April 12, 2022. Changes to the program included expansion of the eligible area to city-wide, addition of business equipment as an eligible expense and changing the program from deadline based, to first come, first serve, which can accept applications at any time. Following the grant awards approved during Cycle 1 in March and Cycle 2 in June, 2022, there remains \$6,500 in the FY 2022 program budget. Since inception in 2018, the Business Improvement program has provided 32 grants to 26 different businesses totaling \$131,147.89. The program has generated a match from the private sector totaling \$600,458.03. For every \$1 invested by the City, businesses have invested \$4.58. Staff began advertising the new opportunity on April 13, 2022. Three applications have been received. Just Two Guys, LLC, DBA The Country Gym is requesting a business expansion grant for \$5,000. The required match is \$5,000. However, the company is investing \$100,000 in their new location on South Willing Street. They are starting up a second location of their successful operation, currently located in Gulf Breeze. The second applicant, The Man Cave Grooming Company, is an existing successful business located in the Winn Dixie Shopping Center on Dogwood Drive. They are requesting a sign grant in the amount of \$617.39. No match is required. The third applicant is WingsofLizB DBA Primerica (an insurance and financial services company). They are requesting a sign grant in the amount of \$877.40 for their office located on Dogwood Drive. All applicants meet the requirements for the grants. If approved, \$5.21 will remain in FY 2022 grant funding, completing the program for this fiscal year.

This item was unanimously approved by the Committee of the Whole.

SUMMARY

Staff received three eligible grant applications totalling \$6,494.79. \$6,500 is available for new applications. This will exhaust all funding for FY 2022.

RECOMMENDATION

Staff recommends approval of three grants in the amount of \$6,494.79.

ATTACHMENTS

1. 2022 Cycle 3 Business Improvement Program Spreadsheet

2. Commercial Facade Progam Financial Report - All Time
3. The Country Gym Application
4. The Man Cave Application
5. Primerica Application

City of Milton
2022 Business Improvement Program
Cycle 3 Applications

6/14/2022

	NAME	ADDRESS	REQUEST	MATCH	PROJECT	FIRST TIME APPLICANT	TARGET LOCATION	HISTORIC STRUCTURE
	CYCLE 1 Approved Grants							
1	Cohen Innovation, LLC	5739 Stewart Street	\$ 10,000.00	\$ 13,850.00	New Facia and Soffett	No	Yes	No
2	CD Properties, Inc.	6821 Caroline Street	\$ 10,000.00	\$ 12,000.00	Replace Door and Window Wood Rot	No	Yes	Yes
3	Santa Rosa Historical Society	6866 Caroline Street	\$ 2,500.00	\$ 2,802.00	Replace Windor Wood Rot	Yes	Yes	Yes
	CYCLE 2 Approved Grants							
1	The Bar Gym	5436 Dogwood Dr.	\$ 6,000.00	\$ 150,000.00	Signage, building upgrade and equipment	Yes	No	No
2	The Sweet Greek	5237 Willing Street	\$ 5,000.00	\$ 50,000.00	New commercial chiller	Yes	Yes	Yes
	CYCLE 3 Grant Applicants							
1	The Country Gym	5198 Willing Street	\$ 5,000.00	\$ 100,000.00	Custom Kitchen Hood	Yes	Yes	No
2	Man Cave Grooming Co.	5438 Dogwood Dr.	\$ 617.39	N/A	New Sign	No	No	No
3	Primerica		\$ 877.40	N/A	New Sign	Yes	No	No
	TOTAL REQUEST		\$ 39,994.79	\$ 328,652.00	Match Ratio	\$ 8.22		
	AVAILABLE FUNDING	CRA	\$ 20,000.00					
		General Revenue	\$ 20,000.00					
		TOTAL	\$ 40,000.00					
		BALANCE	\$ 5.21					

City of Milton
Commercial Facade Program
Complete History

CYCLE	PROJECTS	BUSINESSES	GRANTEE	PROJECT	AWARD	REQUIRED MATCH	EST. TOTAL MATCH	CRA	CITY	PAYMENT	NOTES
<u>2018 Cycle 1</u>	1	1	Visible Changes Barber Shop	Code required upgrades, signage, painting	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00		\$ 2,500.00	\$ 2,500.00	Completed
	2	2	LilPax's Boat Rental	Business Signage	\$ 500.00	\$ -	\$ 2,500.00	\$ 369.82		\$ 369.82	Completed
	3	3	Man Cave Barber Shop	Signage, exterior awning	\$ 500.00	\$ -	\$ -		\$ 500.00	\$ 500.00	Completed
	4	4	Beardless Brewhaus	Roll-up garage door	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00		\$ 5,000.00	Completed
	5	5	Corner Shack	Business equipment, fire suppression, painting, doors	\$ 3,250.00	\$ 3,250.00	\$ 12,500.00		\$ 3,250.00	\$ 3,250.00	Completed
	6	6	Boomerang Pizza	Exterior Painting & Lighting	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00		\$ 5,000.00	Completed
<u>2019 Cycle 1</u>	7	7	Elliott & Cunningham Office	Exterior Façade, interior ceiling replacement, painting	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 5,000.00		\$ -	\$0 Expenses to Date
	8	8	CD Properties	Repair Historic Windows and surrounds	\$ 4,450.00	\$ 4,450.00	\$ 5,000.00	\$ 4,450.00		\$ -	\$0 Expenses to Date
	9	9	Brew Angels Brewery	Equipment Upgrade	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00		\$ 5,000.00	\$ 5,000.00	Completed
	10		Brew Angels Brewery	New business sign	\$ 500.00	\$ -	\$ 1,153.15	\$ 500.00		\$ 500.00	Completed
	11	10	Janet Coulter Realty Office	Exterior awning and painting	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00		\$ 4,943.12	\$ 4,943.12	Completed
	12	11	Milton Revival, LLC	Exterior awning, painting and drainage system	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00		\$ 5,000.00	Completed
<u>2019 Cycle 2</u>	13	12	Blackwater Bistro	ADA Ramp, Painting, Siding	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 2,125.00		\$ 2,125.00	Completed
	14	13	Brooks, Warrick & Assoc.	Sign	\$ 500.00	\$ -	\$ 1,000.00	\$ 485.78		\$ 485.78	Completed
	15		Boomerang Pizza	Exterior Painting	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,876.20		\$ 4,876.20	Completed
	16		Beardless Brewhaus	Equipment Upgrade	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00		\$ 5,000.00	\$ 5,000.00	Completed
	17	14	Wacked Out Weiner	Doors and Code Required Plumbing	\$ 5,000.00	\$ 5,000.00	\$ 104,270.00		\$ 5,000.00	\$ 5,000.00	Completed
	18	15	Spencer's Second Hand Shop	Window Replacement	\$ 668.89	\$ 668.88	\$ 668.88	\$ 668.88		\$ 668.88	Completed
<u>2020 Cycle</u>	19		Brooks, Warrick & Assoc.	Roof	\$ 5,000.00	\$ 5,000.00	\$ 16,210.00		\$ 5,000.00	\$ 5,000.00	Completed
	20	16	Sport & Wheat, CPA	Exterior Doors, Windows & Painting	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00		\$ 5,000.00	\$ 5,000.00	Completed
	21	17	Saver Self Storage	Painting	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00		\$ 4,750.00	\$ 4,750.00	Completed
<u>2021 Cycle</u>	22	18	Cohen Innovation, LLC	New Roof	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	Completed
	23	19	Lindsay & Andrews	New Signage, Front Door Replacement, Railing, Stairs	\$ 5,000.00	\$ 5,000.00	\$ 7,575.00	\$ 5,000.00		\$ 4,566.54	Completed
	24	20	RaeJean, LLC, DBA Mason's	New Road Sign	\$ 530.00	\$ 530.00	\$ 530.00		\$ 530.00	\$ 530.00	Completed
	25		Boomerang USA, Inc.	Paint and Awning	\$ 1,999.00	\$ 1,999.00	\$ 1,999.00		\$ 1,999.00	\$ 1,999.00	Awarded
	26	21	John C. Allen	Windows and Shutters	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ -	\$0 Expenses to Date
	27	23	Resource Real Estate (Scoops Ice Cream)	Paint, Awning, Signage & Doors	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ -	\$0 Expenses to Date
<u>2022 Cycle 1</u>	28		Cohen Innovation, LLC	Facia and Soffet Replacement	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00		\$ 10,000.00	\$ -	\$0 Expenses to Date
	29		CD Properties	Window and Door Wood Rot Replacement/Repair	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00		\$ -	\$0 Expenses to Date
	30	24	Santa Rosa Historical Society	Window Wood Rot Replacement/Repair	\$ 2,500.00	\$ 2,500.00	\$ 2,802.00	\$ 2,500.00		\$ 2,500.00	Completed
<u>2022 Cycle 2</u>	31	25	Bar Strength & Conditioning, LLC	Signage & Building Renovations for new location	\$ 6,000.00	\$ 5,000.00	\$ 150,000.00		\$ 6,000.00	\$ 6,000.00	Awarded
	32	26	Oh Sugar, LLC, DBA The Sweet Greek	Commercial Chiller	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 5,000.00		\$ 5,000.00	Awarded
<u>2022 Cycle 3</u>	33	27	Just Two Guys, LLC DBA The Country Gym	Kitchen Hood	\$ 5,000.00	\$ 5,000.00	\$ 100,000.00	\$ 2,500.00	\$ 2,500.00		
	34		Man Cave Barber Shop	Signage	\$ 617.39	\$ -	\$ -		\$ 617.39		
	35	28	Primerica	Signage	\$ 877.40	\$ -	\$ -		\$ 877.40		
				TOTALS	\$ 137,642.68	\$ 133,147.88	\$ 700,458.03	\$ 68,475.68	\$ 68,466.91	\$ 90,564.34	
						ROI Ratio	\$ 5.09				
		Budget	\$ 10,000.00	FY 2018	3/29/2018						
			\$ 10,000.00	FY 2018	8/20/2018						
			\$ 20,000.00	FY 2019	12/12/2018	50% CRA/50% GR					
			\$ 20,000.00	FY 2019	4/9/2019	50% CRA/50% GR					
			\$ 40,000.00	FY2020	Program Returned to City - In City Budget			\$15,414.50 Refund from MSM			
			\$ 30,000.00	FY 2021	In City Budget						
			\$ 40,000.00	FY 2022	In City Budget						
		<u>Total</u>	<u>\$ 170,000.00</u>								
		Allocated	\$ 137,642.68								
		Expended	\$ 90,564.34								
		Open Projects	\$ 39,450.00								



City of Milton
Office of Economic
Development

Business Improvement Program

DATE OF APPLICATION: JUNE 3RD 2022
NAME OF BUSINESS (Legal and DBA, if Different): JUST TWO GUYS LLC / D.B.A THE COUNTRY GYM
BUSINESS OWNER(S): ANTHONY D. THOMAS / JOSEPH P. DUNNE
PROPERTY OWNER(S) (IF DIFFERENT): LOUIS CASSIDA

GRANT CATEGORY: EQUIPMENT
TOTAL AMOUNT REQUESTED (MAXIMUM \$5,000): \$ 5,000.00
TOTAL AMOUNT OF MATCH (MINIMUM 100%): \$ 5,000.00
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): \$ 100,000.00

ADDRESS OF PROJECT: 5198 WILLING ST MILTON, FL 32570
PROJECT NAME: THE COUNTRY GYM

ATTACH REQUIRED ADDITIONAL INFORMATION:

- Complete application form
- Detailed project narrative
- Legal description of property
- Proof of property ownership or letter from owner consenting to the project
- Proof of property insurance
- Certification of sign ordinance, zoning, and future land use compliance
- Scaled drawing of improvements involving building changes
- Accurate color mock-ups and/or paint chips
- Original color photographs of existing property conditions
- Three cost estimates from qualified contractors (labor and materials for entire project).
- Final cost estimate including name of licensed contractor chosen to perform work
- Copy of the chosen contractor's license (if licensure is required for the work)
- Copy of City of Milton Business License.

NAME & MAILING ADDRESS OF OWNER/APPLICANT (PLEASE PRINT):

JUST TWO GUYS LLC
1901 PANDORA BL
MILTON, FL 32583

SIGNATURE(S) OF BUSINESS AND PROPERTY OWNER(S) (IF DIFFERENT)

[Signature]

TELEPHONE # (850) 677-8035 CELL # 850-529-1738 EMAIL THECOUNTRYGYM@gmail.com

For official use only:

DATE & TIME APPLICATION RECEIVED: 6/3/22

RECEIVED BY: [Signature]

6

Use Email

Form **W-9**

1045, November 2013
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Social
security
number

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return) JUST TWO GUYS LLC	
Business name, if different from above THE COUNTRY GYM	
Individual ☐	Corporation ☐
Partnership ☐	Other ☐
Check appropriate box: Sole proprietor ☐	
Address (number, street, and apt. or suite no.) 1901 PANDORA DR	
City, state, and ZIP code MILTON, FL 32583	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident

alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number

Part II Certification

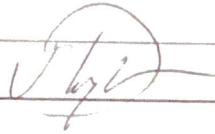
Under penalties of perjury, I certify that:

- 1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3 I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person



Date

6/3/2022

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to

- 1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2 Certify that you are not subject to backup withholding, or
- 3 Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITH THE APPLICATION:

City of Milton
Office of Economic Development
6738 Dixon Street
Milton, FL 32572

1. IF YOU ARE AN INDIVIDUAL OR NON-CORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name JUST TWO GUYS LLC.

Address (for mailing payments)

Street/P.O. Box 4580 GULF BREEZE PKWY
City/State/Zip GULF BREEZE, FL 32563
Telephone 850-677-9035 Fax _____
EIN/SSN [REDACTED]
Authorized Signature/Title [Signature] OWNER
Date 6/3/2022

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:

_____ does operate in corporate form. (Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____
City/State/Zip _____
Telephone _____ Fax _____
EIN/SSN _____
Authorized Signature/Title _____
Date _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JUST TWO GUYS LLC

Filing Information

Document Number	L19000107636
FEI/EIN Number	
Date Filed	04/19/2019
Effective Date	05/01/2019
State	FL
Status	ACTIVE

Principal Address

1901 PANDORA DR
MILTON, FL 32583 UN

Mailing Address

1901 PANDORA DR
MILTON, FL 32583 UN

Registered Agent Name & Address

THOMAS, ANTHONY D
1901 PANDORA DR
MILTON, FL 32583

Authorized Person(s) Detail

Name & Address

Title MGR

DUNNE, JOSEPH P
7337 WHITING ACRES LN
MILTON, FL 32570

Title MGR

THOMAS, ANTHONY
1901 PANDORA DR
MILTON, FL 32583 UN

Annual Reports

Report Year	Filed Date
-------------	------------

2020	08/03/2020
2021	02/02/2021
2022	03/07/2022

Document Images

03.07.2022 - ANNUAL REPORT	View image in PDF format
02.02.2021 - ANNUAL REPORT	View image in PDF format
08.03.2020 - ANNUAL REPORT	View image in PDF format
04.19.2019 - Florida Limited Liability	View image in PDF format



City of Milton
Office of Economic Development

Page 2 of 2

2022 Business Improvement Program

Memorandum of Understanding

I, the grantee, understand that work cannot commence on any portion of the Business Improvement Project prior to receiving approval of the grant funds by the City of Milton. A written notification to proceed will be provided. I, the grantee, have read, understand, and accept the terms and conditions of the grant. I have read and understand the actions which will trigger a default. In the event of a default, I, the grantee, do hereby guarantee the repayment of the principal amount of the grant in accordance with the terms of the Commercial Façade Program application and guidelines. If the grantee is not the property owner, as shown in the Santa Rosa County Property Appraiser's Database, the property owner must also execute this Memorandum of Understanding.

ANTHONY D. THOMAS.
Grantee Name (Please Print)

[Signature]
Grantee Signature

6/3/2022
Date

LOUIS CASSIDA
Property Owner Name (Please Print)

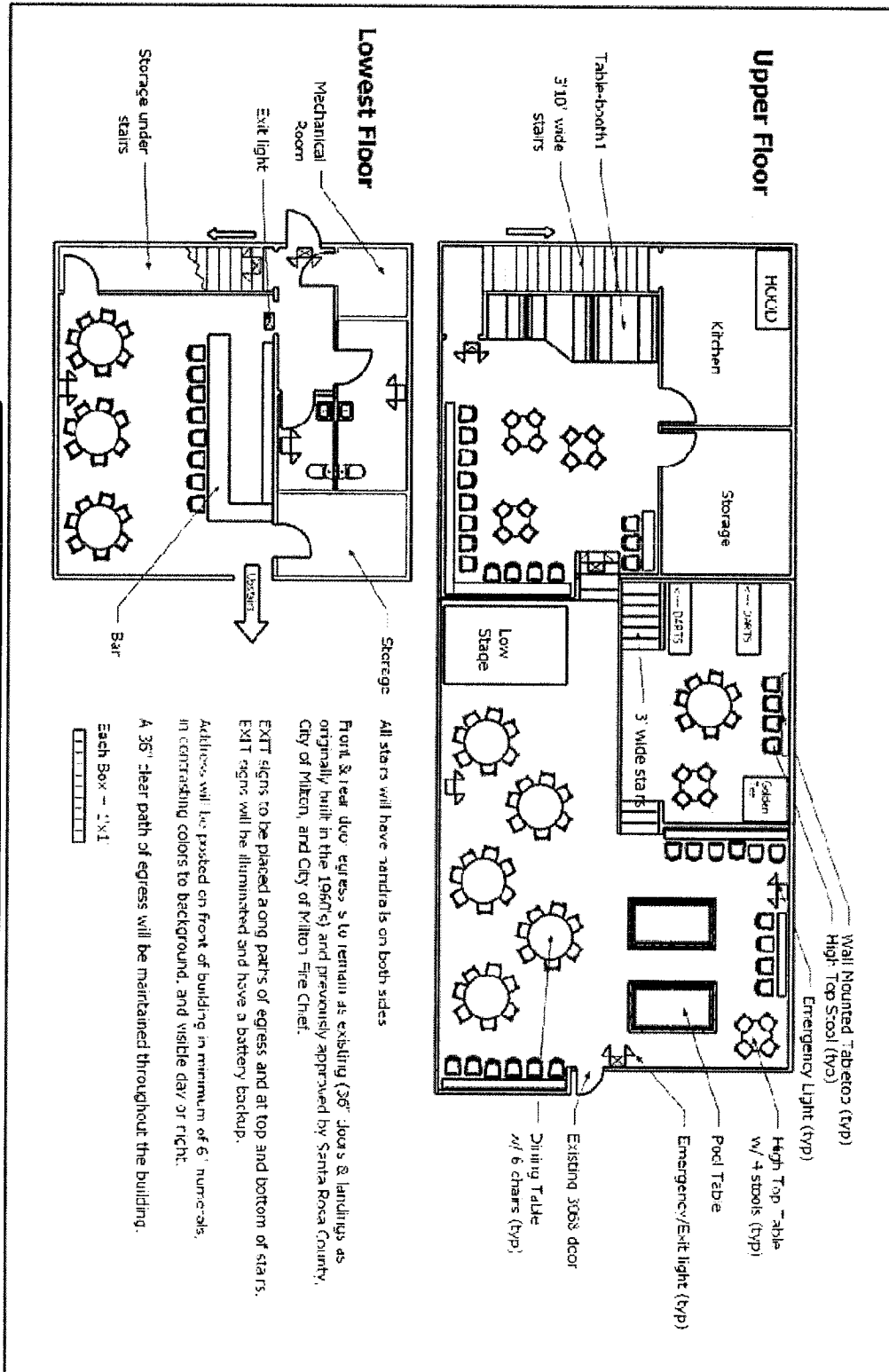
[Signature]
Property Owner Signature

6/3/22
Date

City of Milton (Please Print)

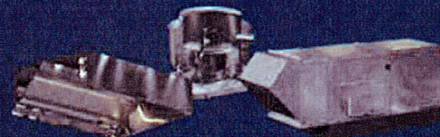
City Manager Signature

Date





Quotation



Engineering simplicity into kitchen ventilation systems.

Quote #: Q198675

COUNTRY GYM BAR AND GRILL MILTON

February 7, 2022

Prepared For: PATRICK
KESCO
1600 WEST MAIN STREET
PENSACOLA FL 32502
Phone: (850)456-1633
Fax: (850)457-1872

From:
Tony Monjure
ACCUREX FL PANHANDLE AL MS LA
600 RUE ST JULIEN
COVINGTON LA 70433-7210
Phone: (985)290-3160
Fax: (850)897-7606
Email: tony.monjure@accurex.com

Kesco is pleased to offer for your consideration the following proposal:

Mark	Qty	Item	Model	Subtotal Price(USD)
H-1	1	Exhaust Only Wall Canopy Hood w/ ASP	XBEW-T-87.00-S	4072.83
FIRE SYSTEM	1	Fire Suppression System	FSSC - 9 - 1	1936.92
FIRE SYSTEM, Gas Valve	1	Gas Valve	GAS VALVE	383.55
FIRE SYSTEM, Field Hook-up	1	Fire Field Hook-up	FIELD HOOK-UP	2,553.90
EF-1	1	RF FV Fan	XCUBE-160-7	2011.45
EF-1, Roof Curb	1	Roof Curb	GPFP-26-G12	296.56
SF-1	1	Untempered Supply Fan	XKSFB-109-H15-01	1039.53
SF-1, Roof Curb	1	Roof Curb	TAP-GPIP	295.61
CONTROLS	1	Accurex Kitchen Controls - Constant Volume	XKC-CV-S-11-1-1-0	1,395.67

Notes:

Pricing Summary
Shipping: Included
Total USD: 13986.02
Optional Items Not Included
Tax Not Included

By Others:

Installation and Start-Up | Electrical Wiring | Plumbing |

Acceptance of Proposal and Terms of Sale

Signature: _____
Print Name: _____
Title: _____
Phone: _____

Date: _____

PRICES AS QUOTED VALID FOR 30 DAYS

VERIFY ROOF PITCH

Mark:	H-1	Model:	XBEW-T-87.00-S
Item:	Exhaust Only Wall Canopy Hood	Quantity:	1

Performance:

Section 1:

Exhaust (CFM): 1,600
MUA (CFM): 1,280

Dimensions:

Hood: 87" L x 48" W x 24"/12" H (B/F)
Supply Plenum (Front): 88" L x 14" W x 10" H
Collar(s):
Exhaust: (1) 10" W x 15" L
MUA: (2) 10" W x 18" L

Configuration:

Performance Enhancing Lip (P.E.L.) for up to 31% Lower Exhaust Rates
Sloped Grease Trough with Enclosed Grease Cups per NFPA 96 Requirements
Tapered Hood Dimension Back/Front Height
Material - 430 SS Where Exposed
UL 710 Listed w/ out Exhaust Fire Damper
Filter - Baffle - Stainless Steel
Lights - Globe Light Fixtures (bulbs not included) (3)
Shipped Loose Exhaust Collar(s)
Shipped Loose Supply Collar(s)
Zero Clearance Top
Factory Mounted 3" Back Airspace
Factory Mounted 1" Left Zero Clearance Airspace with Unfinished End

Accessories:

Air Supply Plenum (ASP) on Front
Stainless Steel Backsplash Panel 66" High 88" Long
Stainless Steel Backsplash Panel on Left 78" High 48" Long
6 in. High Ceiling Enclosures on - Front Right

Mark:	FIRE SYSTEM	Model:	FSSC - 9 - 1
Item:	Fire Suppression System	Quantity:	1

Scope:

Pre-Pipe With Parts and Factory Coordinated Installation

Hood Fire Suppression System

Detection Type	Mechanical
Coverage	Appliance Specific
Hood Mark(s) Connected	H-1
Mounting Location	Remote-mounted enclosure for first tank & release assembly and bracket assembly only for additional tanks if applicable
System Size	3 Gallon
Flow Points	Maximum of 11 and 9 are utilized.

Options and Accessories for Hood Fire System Provided from Factory

Gas Valve	2", mechanical
Manual Pull Stations	QTY of 1
Hood Microswitch	QTY of 1
Alarm Initiating Switch	QTY of 1
Metal Blow Off Caps	Included

Important Notes

- The manner in which the parts included in the scope of this fire system are supplied may vary. They could be shipped from the fire suppression manufacturer, shipped loose with the hood, connected directly to the hood, or supplied directly to the installing distributor.
- Systems are pre-piped for a specific appliance line-up. If appliance types and sizes differ from what is shown on the hood submittal, this may result in a field re-pipe which is outside the scope defined here.
- If the collars on the hood are shipped loose, the detection line will not be installed on the hood and the parts will ship loose.

Mark:	FIRE SYSTEM, Gas Valve	Model:	GAS VALVE
Item:	Gas Valve	Quantity:	1

Configuration:

Ansul
Mechanical
2 in.

Mark: FIRE SYSTEM, Field Hook-up
Item: Field Hook-up

Model: FIELD HOOK-UP
Quantity: 1

Labor Information:

Hook-up of detection line and supply line is included.
Surface mounting of the manual pull station in a pre-determined location is included.
Charging and arming of the system is included.

Items which may be supplied by the factory, but are not installed or hooked-up by the factory OR the installing distributor:

Gas valve (not applicable for PCU)
Microswitch(es)
Remote mounted cabinets, enclosures, or tank brackets

Not included unless explicitly stated elsewhere in the quote as included:

Special, signed, or sealed drawings required to satisfy a state or local code
Parts or labor required to correct piping due to cooking equipment changes or deviation from approved drawings
More than two trips to the jobsite, special transportation, or overnight lodging requirement in remote areas. Typical travel distance is defined as the first 50 miles from the distributor's office.
A shut-off device (e.g. shunt-trip breaker) for electric cooking equipment
All electrical connections required to shut down fan(s), electric cooking equipment, activate an alarm system, etc. aside from what is explicitly stated as "factory-wired" in the Accurex control's scope (if provided)
Installation of the gas shut-off valve
Pre-test
Full dump test or any other system test requirement outside of a standard puff test
Special classes or additional labor for access to security sensitive areas
Union labor, government labor, or prevailing wages required for field hook-up
Any dismantling or reassembly required where access to the fire suppression piping has been blocked
Plan examination fees
Rough-in conduit for remote pull station (for flush mounted pull station) or gas valve
Additional remote pull stations beyond the quantity specified in the submittals

Mark: EF-1
Item: Exhaust Fan

Model: XCUBE-160-7
Quantity: 1

Performance:

Volume (CFM): 1,600
SP (in. wg): 0.856
FRPM (RPM): 1026
Motor Power (hp): 3/4
Operating Power (hp): 0.42
Voltage: 115
Phase: 1
Hertz: 60 Cycle

Configuration:

Belt Drive Fan
Motor - 3/4 hp, ODP, 115/60/1, 1725 rpm - Factory Mounted
Drive - 1026 RPM - Factory Mounted
UL/cUL 762 Listed - "Power Ventilators for Rest. Exh. Appliances"
Switch, NEMA-1, Toggle, Shipped with Unit
Junction Box Mounted & Wired
Hinge, Factory Installed

Grease Trap (PN 475538)
Heat Baffle (Attached)
Unit Warranty: 1 Yr (Standard)

Accessories:

Curb Extension-Galv., VCE-26-G14
High Temp Curb Seal Rated for Continuous Duty at 1500 F (Factory Attached)

Mark:	EF-1, Roof Curb	Model:	GPFP-26-G12
Item:	Roof Curb	Quantity:	1

Dimension:

Tag	Quantity	Width	Length	Height
EF-1, Roof Curb	1	26	26	12

Configuration:

Pitched Roofs, Welded with Insulation
Material - Galvanized
Nominal Curb Size

Mark:	SF-1	Model:	XKSFB-109-H15-01
Item:	Untempered Supply Fan	Quantity:	1

Performance:

Volume (CFM):	1,280
SP (in. wg):	0.24
FRPM (RPM):	676
Motor Power (hp):	1/3
Operating Motor Power (hp):	0.185
Voltage/Hertz/Phase:	115/60/1

Configuration:

Air Flow Arrangement: Outdoor Air Only
Weatherhood: Aluminum Mesh, 16x20x1 - (4)
Outdoor Air Intake Position: End
Discharge Position: Bottom
Coating: Galvanized
Insulation: None
Access Side: Right-Hand
Unit Warranty: 1 Yr (Standard)

Mark:	SF-1, Roof Curb	Model:	TAP-GPIP
Item:	Roof Curb	Quantity:	1

Dimension:

Tag	Quantity	Width	Length	Height
SF-1, Roof Curb	1	30	39	12

Configuration:

Recessed Mounted Sound Curb
Material - Galvanized
Nominal Curb Size

Mark:	CONTROLS	Model:	XKC-CV-S-11-1-1-0
Item:	Accurex Kitchen Controls - Constant Volume	Quantity:	1

Performance:

Dimension:

Exhaust Fan(s): 1
Supply Fan(s): 1

Enclosure Size: 12" L x 20" H x 6" D
Mounting Location: Ship Loose
Touchscreen Mounting: Face Mount on Control Package

Configuration:

UL Listed
Material - 300 SS Enclosure
Capture tank mounted temperature sensors with up to 5 times faster response
Full Color Touchscreen Control Interface
Exhaust Max During Fire
Power For Shunt Trip
Temperature Interlock - Automatically starts fans when cooking occurs in compliance with IMC
Temperature Sensors Installed (1)
Lights Off During Fire
Hood Light Control

KESCO TO DELIVER AT NO CHARGE
ALL FACTORY WARRANTIES IN FORCE
SPEC SHEETS PROVIDED, PLEASE VERIFY ANY ELECTRICAL/PLUMBING COMPATABILITY
ANY/ALL ELECTRICAL AND PLUMBING BY OTHERS
TAX NOT INCLUDED IN QUOTE
ORDERS OVER \$5000 PAID WITH A CREDIT CARD WILL INCUR AN ADDITIONAL 3% FEE
KESCO CAN PROVIDE A LIST OF VENDORS FOR HOOD INSTALLATION

For Project: BAR AND GRILL MILTON

ACCUREX, LLC - TERMS & CONDITIONS

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. **SELLER'S TERMS TO GOVERN:** Only the terms and conditions stated herein shall be binding upon ACCUREX, LLC (hereinafter "SELLER"). No modification, amendment or change, whether in Buyer's purchase order, shipping release forms or otherwise shall obligate SELLER unless authorized in writing by SELLER's Wisconsin office. The Buyer shall be conclusively presumed to have accepted the terms and conditions set forth herein, thereby creating a contract limited to these terms, if Buyer does not object in writing to these terms within five (5) business days after their receipt.
2. **PRICES:** Unless otherwise specifically provided in SELLER's quotation or acknowledgment, prices are valid for goods required for delivery within 30 days following acceptance. Thereafter, prices are subject to change due to inflation, transportation or surcharge on material. SELLER reserves the right, at its sole discretion, to add to the quoted price a per month escalation fee for orders that ship more than six (6) months from the date of order acceptance. Prices include ground transportation charges (within the 48 contiguous United States) predicated on a single shipment and any partial shipments may result in additional cost to the Buyer.
3. **TAXES & CUSTOMS:** To the prices quoted add any manufacturer's gross receipts, sales, or use tax, customs, either international, federal, state, or local, payable on the transaction any applicable statute.
4. **PAYMENT:** Payment terms for goods shipped hereunder will be net 30 days. Should the Buyer default in the timely payment to SELLER of sums due on an order, SELLER is entitled to any remedies provided in this contract or by law. If Buyer fails to pay any amounts when due, Buyer shall pay SELLER interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, the maximum allowable legal interest rate), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by SELLER.
5. **PERFORMANCE:** SELLER shall be obligated to furnish only the goods described in its quotation or acknowledgement, and agreed to in writing. The duty to perform under any order on the part of SELLER and the price thereof is subject to the approval of its Credit Department, and is contingent upon strikes, accidents, floods, act(s) of terrorism, fires, fuel shortages, the inability to procure materials from the usual sources of supply, the requirements of the US Government (through the use of priorities or preference or any other manner) that SELLER divert either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the reasonable control of SELLER. Upon disapproval of the Credit Department or upon the occurrence of any such event, SELLER may delay performance or, at its option, renegotiate prices and terms and conditions of sale with Buyer. If SELLER elects to renegotiate and SELLER and the Buyer are unable to agree on revised prices or terms, SELLER may cancel without any liability.
6. **SHIPMENT DATE:** Shipment dates are estimates only. Shipment shall be FOB factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by SELLER. SELLER specifically rejects any order containing a time is of the essence clause or liquidated damage penalties for late shipments.
7. **LIABILITY DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTION, LOST PROFITS OR LOSSES RESULTING FROM THE INSTALLATION, USE, MISUSE, OR INABILITY TO USE THE PRODUCT. THIS EXCLUSION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY EVEN IF THE PARTY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD SELLER NEVERTHELESS BE FOUND LIABLE FOR ANY DAMAGES, THEY SHALL BE LIMITED TO THE PURCHASE PRICE FOR THE PARTICULAR PIECE OR ITEM OF EQUIPMENT.
8. **CHANGES:** With SELLER's permission, changes may be made to orders prior to the start of fabrication at the current price list. Changes made after fabrication has started will result in an increase in price deemed appropriate by SELLER to recover all associated labor and material costs, including normal overhead and profit.
9. **CANCELLATION:** In the event that all or a portion of an order is cancelled by the Buyer without cause before an order is scheduled for production, the Buyer shall be liable to SELLER for cancellation charges equal to, SELLER's incurred costs. After Buyer's order is scheduled for manufacturing, from that point forward, Buyer shall also be liable to SELLER for such profits as would have been realized by SELLER from the transaction had the order not been canceled by Buyer.
10. **RISK OF LOSS:** Risk of loss, including but not limited to loss of goods from shortages, damages or transit delays, shall pass to the Buyer when the goods have been delivered to any transportation carrier (excluding proprietary transportation facilities of SELLER). Any claims for damage to, or loss or misdelivery or damage of the goods shall be filed with SELLER.
11. **LIMITED WARRANTY AND LIABILITY:** SELLER warrants to Buyer that products manufactured are free from defects in material and workmanship for a period of 12 months from the date of shipment. SELLER's obligations and liabilities under this warranty do not include labor and are limited to furnishing FOB factory or warehouse at SELLER's designated shipping point, freight allowed to Buyer's city, (or point of export for shipments outside the conterminous United States) replacement equipment (or at the option of SELLER parts therefore) for all Seller's products not conforming to this warranty and which have been returned to the manufacturer. No liability whatever shall attach to SELLER until said products have been paid for and such liability shall be strictly limited to the purchase price of the equipment shown to be defective. SELLER may make further warranty protection available on an optional extra-cost basis and which must be authorized and in writing. ANY MISUSE, NEGLIGENCE, FAILURE TO FOLLOW INSTRUCTIONS OR MANUALS OF INSTALLATION OR MAINTENANCE REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. SELLER PROVIDES NO INDEPENDENT WARRANTY FOR THIRD PARTY PRODUCTS OR COMPONENTS SOLD TOGETHER OR INCORPORATED WITH SELLER'S PRODUCT(S). Electrical components are warranted only to the extent warranted by the original manufacturer. To the extent that SELLER is entitled to pass through a warranty of the original equipment manufacturer of the electrical goods sold, SELLER will pass through such warranties to Buyer.
12. **AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of SELLER has the authority to bind SELLER to any affirmation, representation or warranty concerning the goods sold under this contract, and unless an affirmation, representation or warranty made by an authorized agent, employee or representative is specifically included within this bargain it shall not in any way be enforceable by the Buyer.
13. **ASSIGNMENT/DELEGATION:** No right or interest under this contract may be assigned by the Buyer, nor may any obligation or performance under this contract be delegated by the Buyer without SELLER's written permission. Any attempted assignment or delegation by Buyer shall be void and ineffective for all purposes. SELLER may assign its rights or obligations under this Agreement in the event of a merger or change of control of SELLER.
14. **GOVERNING LAW:** This agreement shall be governed and construed in accordance with the laws State of Wisconsin. Buyer consents to jurisdiction in the Circuit Court of Wausau, WI or the Federal District Court for the Western District of WI in Eau Claire, WI.
15. **INDEMNIFICATION:** SELLER agrees to indemnify, defend and hold harmless Buyer from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorneys' fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by a defect in SELLER'S product. Buyer agrees to indemnify, defend and hold harmless SELLER from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorneys' fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Buyer, a third party, or Buyer's employees, agents, representatives or contractors. Each party shall provide the other with prompt written notice of any claim covered hereunder, and the indemnifying party shall have the right to assume exclusive control of the defense or settlement of such claim.
16. **RETURNS:** Goods shall not be returned except by written permission of SELLER pursuant to SELLER's returned goods policy.
17. **EXPORT CONTROLS:** Buyer or end user(s) agrees to comply with all applicable U.S. export laws and regulations administered by Office of Foreign Assets Control (OFAC), Bureau of Industry and Security (BIS) and the Directorate of Defense Trade Controls (DDTC). This includes the Buyer or end user(s) not being designated on any U.S. Government restricted parties lists or in a sanction country. All items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end user(s) either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.
18. **ENTIRETY OF AGREEMENT:** This document, together with any other documents furnished by SELLER shall set forth the entire agreement between the parties. Should any portion herein be deemed to be illegal, invalid or unenforceable the same shall not affect other terms or provisions of this Agreement which shall be deemed modified to the extent necessary to render it enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. No waiver by either party of any rights under this Agreement will be effective unless it is in writing signed by the party against whom it is being enforced.

PRICES AS QUOTED VALID FOR 30 DAYS

LEASE AGREEMENT

STATE OF
FLORIDA COUNTY
OF SANTA ROSA

This Lease Agreement ("Lease") is made this 13th day of May, 2022 by and between Louis O. Cassida II (Lessor) and Just Two Guys, LLC ("Tenant").

WHEREAS, Lessor desires to rent to Tenant jointly and severally, and Tenant desires to rent from Lessor an office/retail/restaurant space, more particularly described as follows:

5198 Willing Street, Milton, FL, 32570. Consisting of approximately 3,450 square feet of office/retail/restaurant space.

NOW THEREFORE, BE IT RESOLVED that in consideration of the promise and promises herein contained, the parties hereto agree as follows:

- JULY 2022*
1. **TERM.** The Initial Term of the lease shall be 36 months (the "Term") beginning on ~~June~~ 1, 2022 ("Commencement Date") and ending on ~~May~~ 31, 2025. Tenant shall have the option to extend the Lease for Three (3) Additional Terms of TWELVE (12) Months each. *JUNE 2022*
2. **RENT.** Tenant agrees to pay Lessor without demand, deduction or set-off, on the first day of each month of said Term, in advance, as rent for said Demised Premises, the sum of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) per month, being the sum of THIRTY THOUSAND and 00/100 DOLLARS (\$30,000) per annum ("Rent"). payable in advance and shall also pay monthly in advance any Florida sales or other tax now or hereafter imposed upon leases of this type. If the commencement date of the primary term of this lease is not the first day of the calendar month, the rental for the first month will be prorated from the commencement date to the end of the month in which the term commences. Rent shall increase THREE PERCENT (3%) annually.
3. **LATE FEE.** Notwithstanding any other remedies available to Lessor for the nonpayment of Rent, Tenant agrees that a service and bookkeeping charge of THIRTY FIVE DOLLARS (\$35.00) shall become due and payable each and every month that the Rent has not been received by the Landlord or

its designee by the 5th day of the month, or if a check accepted as Rent is returned unpaid for any reason. In the event during the Term Tenant's Rent check is dishonored by any financial institution, Tenant agrees that all future Rent payments shall be to Landlord made by cashier's check, certified check, money order or bank wire. The parties agree that such charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment and/or returned check.

4. **POSSESSION.** Tenant will have the right to enter and possess the Demised Premises on May 13th, 2022 at no additional cost to the Tenant.

5. **DEPOSIT.** Lessor and Tenant agree that Tenant will deposit with Lessor, the sum of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) ("Deposit") on the date of execution of this Lease, to be held, without interest payable to Tenant, as a

security for the payment of Rent, and for the faithful performance by Tenant of all covenants and agreements under this Lease, said Deposit to be returned to Tenant after the termination of this Lease and any renewal hereof, provided Tenant shall have made all such payments and performed all such covenants and agreements. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Lessor against Tenant under the other provisions of this Lease.

6. **PARTNERSHIP.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between Lessor and Tenant or between Lessor and any other party, or cause Lessor or Tenant to be responsible in any other way for the debts or obligations of the other, or any other parties; it being the intention of Lessor and Tenant that the only relationship hereunder is solely that of landlord and tenant.

7. **ACCORD AND SATISFACTION.** No payment by tenant or receipt by Lessor of a lesser amount than the monthly installment stipulated in paragraph 1 of this lease shall be other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to its right to recover the balance of the rent or to pursue any other remedy provided for in the Lease or at law.

8. **USE OF PREMISES.** Tenant represents and warrants that the Demised Premises are to be used for the purpose of operating their business and for no other purpose, unless changed with the consent of the Lessor with the prior approval. In the conduct of business management activities Tenant shall promptly comply with all laws, ordinances, requirements,

and regulations of the federal, state, county, municipal and other authorities. Further, Tenant agrees to comply with all safety requests, rules, and regulations of Lessor. Tenant will not by any act or omission, render Lessor liable for any violation therefore, and shall save harmless the Lessor for any violation by Tenant thereof. No part of the Demised Premises shall be used for residential purposes.

9. EXAMINATION OF LEASE. Submission of this instrument for examination or signature by the Lessor does not constitute a reservation or option for lease and this instrument shall not become effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

10. ORDINANCES. Tenant shall comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the demised premises hereby let are concerned, and Tenant will not by any act or omissions, render Lessor liable therefore, and shall save harmless the Lessor for any violation by Tenant thereof.

11. ALTERATIONS. Tenants shall make no alterations in or to said Demised Premises without written consent of Lessor. Any changes and/or alterations of property shall be corrected and/or alterations of property shall be corrected and/or restored, at the expense of the Tenant to original condition in the event of termination of lease agreement.

12. REPAIRS. Lessor to deliver the major existing systems servicing the demised premises in good working order, including plumbing, electrical and HVAC. Tenant shall maintain said demised premises in good order and condition. In the event of damage suffered

as a result of the Tenant's neglect or the negligent and wanton acts of Tenant, Tenant's employees, agents, customers, and/or invitees the costs of repair will be incurred against the Tenant. Lessor maintains the right to repair or have the repairs made at his own discretion by whom he so chooses. Tenant shall pay Lessor the costs and expenses of completing the necessary repairs within ten (10) days of receiving written notice regarding the bill.

13. MAINTENANCE. Lessor shall be responsible for any structural maintenance to the roof, exterior walls or foundation unless such maintenance is necessitated by the negligence or fault of the Tenant or its customers, suppliers, agents, servants, employees, invitees, or guests. Except for such roof, exterior walls, and foundation, Tenant shall maintain the Premises keeping the same in good repair and in a safe, clean and attractive condition, including the interior walls, floors, above ground electrical, above ground plumbing, below ground plumbing if due to clogged due to Tenant's negligence, and other mechanical installation and/or systems therein, and will replace all plate and other glass, if and when broken and will replace all keys lost or broken, and will promptly repair all damage suffered as a result of stoppage or from Tenant's neglect. Tenant shall maintain the sidewalk and parking locations in a neat and safe condition. Tenant shall deposit its trash in a closed

receptacle. No burning of trash will be allowed on the premises. Tenant shall change HVAC filters at least bimonthly and use only recommended filters, and tenant shall be responsible for keeping an annual maintenance and service agreement on the HVAC units servicing the Demised Premises. Tenant shall be responsible for up to \$750.00 per year of HVAC repairs exclusive of the maintenance agreement.

14. ASSIGNMENTS Tenant shall not assign, mortgage, or pledge, this Lease, nor sublet the demised premises without Lessor's written consent. Further, any assignment mortgage, pledge, or subletting of the Lease shall be null and void without consent. Consent by Lessor shall apply solely to the particular transaction consented to and shall not constitute a waiver by Lessor of the provisions of this Lease. Lessor shall not unreasonably withhold consent to the assignments or subletting of this lease.

15. INSURANCE. Tenant shall maintain their own insurance policy insuring all Tenant's property contained in the demised premises, and the Lessor shall not be liable for any damage whatsoever, or resulting from any cause whatsoever, to such property. Tenant is responsible for reimbursing Lessor annually for Property Insurance Lessor keeps in place on the structure. Flood insurance is not carried on Property but can be added if the Tenant would like to be responsible for premium.

16. TAXES. Tenant shall be obligated to pay, when due, all taxes upon Tenant's personal property located upon the demised premises, which are levied by any governmental authority. Tenant is responsible for reimbursing the Lessor for the property taxes levied by any government authority.

17. IMPROVEMENTS. All improvements and additions to the Demised Premises shall adhere to the demised premises and become the property of the Lessor, with the exception of such additions that are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Tenant and may be removed by Tenant upon the expiration of the Lease.

18. LIABILITY INSURANCE. Tenant shall maintain public liability insurance covering the premises and operations of tenant having limits of liability of not less than \$1,000,000.00 for bodily injury and property damage per occurrence, and \$2,000,000 in the aggregate. Such policy shall require that Lessor and Lessor's Agent be given thirty (30) days advance notice in

event of cancellation or material change and shall furnish to Lessor and Lessor's Agent a Certificate of Insurance as evidence of compliance with this requirement

19. INDEMNIFICATION Lessor shall not be responsible or liable for any defect or change of condition in said demised premises, nor any damage thereto, nor to any person, nor to any goods or things contained therein due to any causes whatsoever, unless caused by Lessor's affirmative acts of negligence or omissions or failure to act, and Tenant will Indemnify Lessor from any and all claims, demands and actions arising in connection with Tenant's use of the property or from the negligence or actions of Tenant, Tenant's agents,

invitees, or employees or Tenant's officers, as well as the use by any person occupying said demised premises during the term hereof, by reason of any breach or nonperformance of any covenant herein or the violation of any law regulation by Tenant, including but not limited to, permits licenses and environmental laws. Tenant shall, at Tenant's expense, defend Lessor against any and all suits or expense, defend Lessor against any and all suits arising out of the Tenant's negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action.

20. UTILITIES. Tenant shall be responsible for all charges and connection fees for utilities including but not limited to electricity, cable, phone, internet used in or at the premises for any purpose

21. DESTRUCTION OF THE PREMISES. If the demised premises shall be so damaged by fire, other casualty, or the elements without fault of Tenant, as shall make it impossible for Tenant to use the demised premises as business office and as to substantially destroy the demised premises, lessor shall have the option, within sixty (60) days from the time such damage shall have occurred, to elect whether Lessor shall or shall not repair and restore said building to its original shape and condition, and Tenant shall be notified of such election in writing. Should Lessor elect to make such repairs and restorations, the same shall be completed as soon after the election is made as is practicable, and from the time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed. Should the Lessor elect not to repair said demised premises, this lease shall be terminated, and Tenant shall not be liable for any rents after the date such damage occurred.

22. ADDITIONAL RENT. If the Lessor shall make any expenditure for which Tenant is responsible, or if Tenant shall fail to make any payment which Tenant is obligated to make hereunder, then the amount thereof may, at Lessor's option, be added to any installment of rent then due or thereafter becoming due. All such payments, however, shall be added to the total amount of rent due by Tenant.

23. COMMON AREA CHARGES. There are no common area charges to the Tenant.

SIGNAGE. Tenant to have the right to construct, place and/or attach signage on or to the premises. All signage to be approved by Lessor. All signage to comply with all codes and ordinances of the governing municipality. All expenses incurred for Tenant's signage to be born solely by Tenant.

24. DEFAULT. If Tenant fails to perform or observe any of the covenants, agreements, or conditions herein contained in Tenant's part to be observed or performed, fail to pay any

installment of rent when the same shall be due, remove, attempt to remove or permit to be removed from said demised premises, except in the usual course of Tenant's business, the goods, furniture, effects or other property of Tenant brought thereon; or in the event Tenant, before expiration of the term contemplated herein, without written consent of the Lessor, vacate, or abandon said demised premises, or use the same for purposes other than the purposes other than the purpose for which the same are hereby let, or in the event Tenant shall cause or allow any mechanic's or material man's lien to accrue against the demised premises, Tenant shall be in default of the Lease, and Lessor, without prior demand shall have the following rights and remedies

(a) To forthwith terminate or cancel this Lease by notifying Tenant as hereinafter provided and upon termination or cancellation, Tenant shall be liable, jointly and severally to Lessor for all damages Lessor sustains by reason Tenant's breach of this Lease and covenants herein contains and such termination or cancellation;

or

(b) To forthwith re-enter the demised premises without notice to Tenant, and, upon re-entry, to let the demised premises thereof as agent for the Tenant and receive the rent therefore, applying the same first to the payment of such expense as Lessor may be put on entering and letting the demised premise and then to the payment of the rent and the fulfillment of Tenant's covenants hereunder, and any excess thereafter shall endure to the benefit of Lessor

(c) The entire amount of rent contemplated hereunder shall, at Lessor's options, become immediately due and payable. Tenant shall be liable for the total amount of rent due

under the terms of this Lease whether the demised premises be re-let or remain vacant in whole or in part for a period less than the remainder of the lease terms, or for the whole thereof, but Tenant shall be entitled to be credited with any net amounts actually received by Lessor for the use or occupancy of the demised premises or any part thereof.

(d) In the event of Tenant's default under the terms of the Lease, Tenant, jointly and severally, shall pay all reasonable attorney's fees incurred by Lessor in the re-entry and re-letting of the demised premises and collection of the rental payments due hereunder and shall pay all reasonable attorney's fees for advice or service incident to the breach of any condition of this Lease by Tenant, on account of bankruptcy proceedings by or against Tenant, or legal process of legal process being issued against the furniture or effects of Tenant, or this leasehold interest of Tenant.

(e) A waiver by Lessor of any breaches by Tenant of any one or more of the covenants or conditions herein contained shall not bar or forfeit any other rights or remedies of Lessor for any subsequent breach of any such or other covenants and conditions.

(f) The rights and remedies given to Lessor by the Lease shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the right and remedies which Lessor might otherwise have by virtue of such default under this Lease, and the exercise of one such right or remedy by Lessor shall not impair lessor's standing to exercise any other rights or remedies.

(g) Tenant does hereby waive any and all rights to personal property exemptions under the Constitution and laws of the State of Florida and any other state.

25. NOTICES. All notices to be given hereunder by either party shall be in writing and shall be deemed given when deposited in the US Mail, postage prepaid, adequately addressed at the address provided below:

Lessor

Louis O Cassida II
210 E Garden Street
Pensacola, FL 32502
(850) 232-5487
louis@cassidaconstruction.com

Tenant

Just Two Guys, LLC
1901 PANDORA DR
MILTON, FL 32583

26. TERMINATION. If at any time, proceedings of bankruptcy or any other act for the relief of debtors shall be instituted by or against Tenant, or if Tenant shall compound Tenant's debt or assign over Tenant's estate or effects whatsoever, or if a receiver or trustee shall be appointed for tenant's property, or this lease shall by operation of law, devolve upon or pass to any person or persons other than Lessor, then in each of such cases, Lessor may terminate this Lease forthwith by notifying Tenant as herein provided. Upon such termination, all sums due and payable or to become due and payable by Tenant shall at once become due and payable and Lessor shall have all other rights and remedies contained herein and at law.

27. QUIET POSSESSION. Lessor covenants that Tenant, upon paying the rent as herein reserved and performing all the covenants and agreements herein contained on the

part of the Tenant, shall peaceably and quietly enjoy the demised premises, except as otherwise provided herein, subject, however, to the terms of any mortgages which may now or hereafter affect the demised premises. The foregoing notwithstanding, Lessor shall not be liable for the failure or inability of the Tenants to obtain possession of said demised premises provided the Lessor shall exercise due diligence and effort to place Tenant in possession.

28. HOLD OVER. If Tenant holds over and continues in possession of the demised premises or any part thereof after the expiration or termination of this lease without the written permission of Lessor, Lessor may recover possession of the demised premises in the manner provided by law. For the period during which Tenant so refuses to surrender possession, Lessor may recover double the amount of rent for the demised premises or any part so held by Tenant.

29. EXCULPATORY CLAUSE. Unless caused by Lessor's affirmative acts of negligence, Lessor shall not be liable for any injury or damage to Tenant, third person, or to personal property caused by gasoline, oil, steam, sag, electricity, or hurricane, tornado, flood, wind, or similar storms or disturbances of water, or rain which may leak or flow from street, sewer, gas mains, any subsurface area or from any part of the building.

30. MORTGAGE. This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed on the building and to all advances made to hereafter to be made upon the security thereof. The Tenant hereby agrees to execute any

documents necessary to subordinate this Lease to the lien of any such mortgage or mortgages whenever requested to do so by Lessor.

31. ADJOINING PROPERTY. Lessor does not warrant any rights to light, view or air over adjoining property and diminutive or shutting off of light, view or by any structure which may exist or be erected adjacent to said building shall in no way affect this Lease or impose any liability to Lessor.

32. CAPTIONS. The captions used in this Lease are for convenience only and shall not define, enlarge or limit the obligations and agreements of the parties hereto.

33. APPLICABLE LAW. This Lease shall be deemed to be made under and shall be governed by the laws of the State of Florida in all respects, including matters of construction, validity, and performance. Tenant agrees that jurisdiction for any question or complaint lies solely in the District and Circuit Courts of Santa Rosa County, Florida.

34. **SEVERABILITY.** If any paragraph or clause in any paragraph in this Lease is determined by any court of competent jurisdiction to be unenforceable in whole or in part, such unenforceable provision shall be served from this agreement, and the remainder of this agreement shall be unaffected and shall remain in full force and effect.

35. **BINDING PROVISION.** This Lease is binding upon the heirs and assigns of all the parties hereto. The foregoing notwithstanding, Tenant shall not assign or sublet this Lease, unless such assignment or subletting is pursuant to the terms of this Lease. In addition, this Lease inures to the benefit of the heirs and assigns of Lessor.

36. **DEFINITIONS.** The word Tenant shall be construed in the plural, singular, masculine, feminine, and neutral as the context may require. All Obligations hereunder shall be joint, several joint and several.

37. **BROKER'S FEE.** No Brokers involved, therefore, no broker's fee.

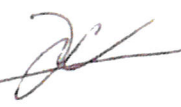
38. **Lessor Buildout Obligations.** Premise leased as is. Any and all buildout will be at tenant's expense.

39. **Right of First Refusal.**

39.1 Notice Requirements. During the term of the Agreement, before Lessor may sell the Premises to a third party, Lessor shall first offer the Premises to Lessee following the procedures set forth in this Section. Lessee shall have five (5) days following the date Lessor first presents Lessee such offer to decide whether to try to negotiate an agreement for the purchase of the Premises from Lessor. If Lessee desires to try to negotiate such an agreement, Lessee shall, within said 5 day period, deliver to Lessor written notice thereof. Promptly after receipt of such notice, the parties shall commence good faith negotiations exclusively with each other for a period not to exceed 10 days after the date Lessee gives the requisite notice to Lessor.

39.2 Negotiations. If Lessor does not receive said notice within said 5-day period, or if Lessor receives said notice within said period but Lessor and Lessee do not enter into a legally binding, written agreement for the purchase and sale of the Premises within said 10-day period, Lessor shall be free to enter into an agreement with a third party on terms no more favorable to the third party than Lessor offered to Lessee.

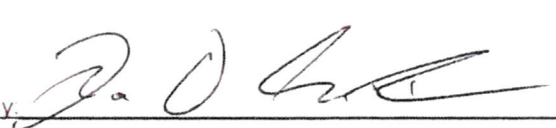
39.3 Expiration. If Lessor does not enter into a legally binding, written agreement with a third party within the 10 day period, Lessor's right to sell the


~~Premises to a third party shall expire and the procedure described in this Section shall be applicable again, and Lessor, prior to selling the Premises to a third party, shall first offer to try to negotiate the sale of the Premises to Lessee. Upon each repetition of this procedure, notice shall once again be due.~~

IN WITNESS WHEREOF, the respective parties have set their hands and seals hereto.

Lessor:

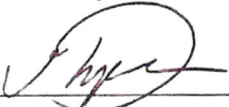
Louis O. Cassida II

By:  5/26/22

Louis O. Cassida II

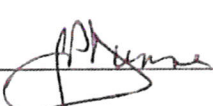
Tenant:

Just Two Guys, LLC

By:  5/24/22

Anthony Thomas

Its MGR

By:  5/24/22

Joseph P. Dunne

Its MGR



City of Milton
Office of Economic
Development

Business Improvement Program

DATE OF APPLICATION: 5-27-22
NAME OF BUSINESS (Legal and DBA, if Different): The Man Cave Grooming Co.
BUSINESS OWNER(S): Oliver Sledge
PROPERTY OWNER(S) (IF DIFFERENT): _____

GRANT CATEGORY: _____
TOTAL AMOUNT REQUESTED (MAXIMUM \$5,000): \$ 1000 617.39
TOTAL AMOUNT OF MATCH (MINIMUM 100%): \$ N/A
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): \$ 617.39
ADDRESS OF PROJECT: New Sign 5438 Dogwood
PROJECT NAME: _____

ATTACH REQUIRED ADDITIONAL INFORMATION:

- Complete application form
- Detailed project narrative
- Legal description of property
- Proof of property ownership or letter from owner consenting to the project
- Proof of property insurance
- Certification of sign ordinance, zoning, and future land use compliance
- Scaled drawing of improvements involving building changes
- Accurate color mock-ups and/or paint chips
- Original color photographs of existing property conditions
- Three cost estimates from qualified contractors (labor and materials for entire project).
- Final cost estimate including name of licensed contractor chosen to perform work
- Copy of the chosen contractor's license (if licensure is required for the work)
- Copy of City of Milton Business License.

NAME & MAILING ADDRESS OF OWNER/APPLICANT (PLEASE PRINT):

Oliver Sledge
5438 Dogwood Dr
MILTON, FL 32570

SIGNATURE(S) OF BUSINESS AND PROPERTY OWNER(S) (IF DIFFERENT)

Oliver Sledge

TELEPHONE # (850) 564-0182 CELL # 850-463-6658 EMAIL twist96@gmail.com

For official use only:

DATE & TIME APPLICATION RECEIVED: 5/27/22 RECEIVED BY: ED

6

3:30 pm
called 3:45 pm 5/27 - incomplete App.
6/14/22 Received all info

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Social
security
number

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

The Man Cave Grooming Co. LLC

Business name, if different from above

Individual/

☐☐☐☐

Corporation Partnership Other

☐

Exempt from backup
withholding

Check appropriate box: Sole proprietor

Address (number, street, and apt. or suite no.)

5438 Dogwood Dr.

City, state, and ZIP code

Milton FL 32570

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident

alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is

your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Chris Ledge

Date

5-27-22

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITH THE APPLICATION:

City of Milton
Office of Economic Development
6738 Dixon Street
Milton, FL 32572

1. IF YOU ARE AN INDIVIDUAL OR NON-CORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:

The Man Cave Grooming Company LLC does operate in corporate form. (Corporate Name)

Address (for mailing payments)

Street/P.O. Box 5438 Dogwood Dr

City/State/Zip Milton FL 32570

Telephone 950-564-0182 Fax _____

EIN/SSN [REDACTED]

Authorized Signature/Title Chris Seale

Date 5-27-22



City of Milton
Office of Economic Development

Page 2 of 2

2022 Business Improvement Program

Memorandum of Understanding

I, the grantee, understand that work cannot commence on any portion of the Business Improvement Project prior to receiving approval of the grant funds by the City of Milton. A written notification to proceed will be provided. I, the grantee, have read, understand, and accept the terms and conditions of the grant. I have read and understand the actions which will trigger a default. In the event of a default, I, the grantee, do hereby guarantee the repayment of the principal amount of the grant in accordance with the terms of the Commercial Façade Program application and guidelines. If the grantee is not the property owner, as shown in the Santa Rosa County Property Appraiser's Database, the property owner must also execute this Memorandum of Understanding.

Oliver Shedge
Grantee Name (Please Print)

Oliver Shedge
Grantee Signature

5-27-22
Date

Oliver Shedge
Property Owner Name (Please Print)

Oliver Shedge
Property Owner Signature

5-27-22
Date

City of Milton (Please Print)

City Manager Signature

Date



Invoice #16103

6/13/2022

Prepared For:

The Man Cave Grooming Co.
Oliver

Prepared By:

Kevin Arrant
Signcrafters of NW Florida
5273 Highway 90
Pace, FL 32571
USA

Phone: 463-8658
Alt. Phone:
E-Mail: twist98@gmail.com

Fax:

Phone: 8509950010
Alt. Phone:
E-Mail: signcrafter@bellsouth.net

Description:

Marquee sign/Dogwood Plaza

Quantity	Description	Each	Total	Taxable
2	2 sides of marquee-2nd to the bottom @Dogwood Plaza Pylon Sign with same size new lettered faces for "The Man Cave"	288.50	\$577.00	✓
			Subtotal	\$577.00
			Sales Tax	\$40.39
			Total Due	\$617.39

Terms:

Full payment due at sign pick-up

SIGNCRAFTERS

5273 HWY 90
PACE FL 32571
850-9950010
Mon 06/13/2022 9:35 AM

Sub Total: \$617.39
Total: \$617.39

APPROVED PURCHASE 05/37
Txn ID: #53737081 Type: CREDIT
Card Type: MASTERCARD Number: *4009
Entry Mode: Chip Issued
SIGNATURE TVR: 000000000000
A0000000041010 TSI: E800
IAD: 01106070032200 TC: 00AAS261029FA440F
ATC: 00027
UN: BF7EF2CA

THANK YOU

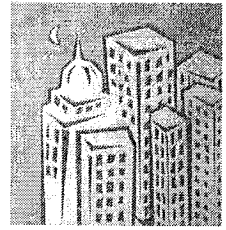


JOB NAME		NOTES
LOCATION		
JOB DESCRIPTION		
CONTRACTOR	} Jason Zdon	
ESTIMATOR		
CHECKED BY		
ESTIMATE #	1	
DATE	06-01-2022	
BID DATE		

600. 40

Milton Commercial Properties, LLC

A WBS MANAGEMENT COMPANY



June 8, 2022

Dogwood Park Shopping Center
5438 Dogwood Drive
Milton, FL 32570

Re: Pylon Signage Approval

Dear Tenant,

Please accept this letter as our approval for you to install your signage on the Dogwood Park Shopping Center pylon sign. The reviewed and approved signage is below, along with a marked-up photo showing your designated sign box. Please feel free to contact me with any questions or concerns.

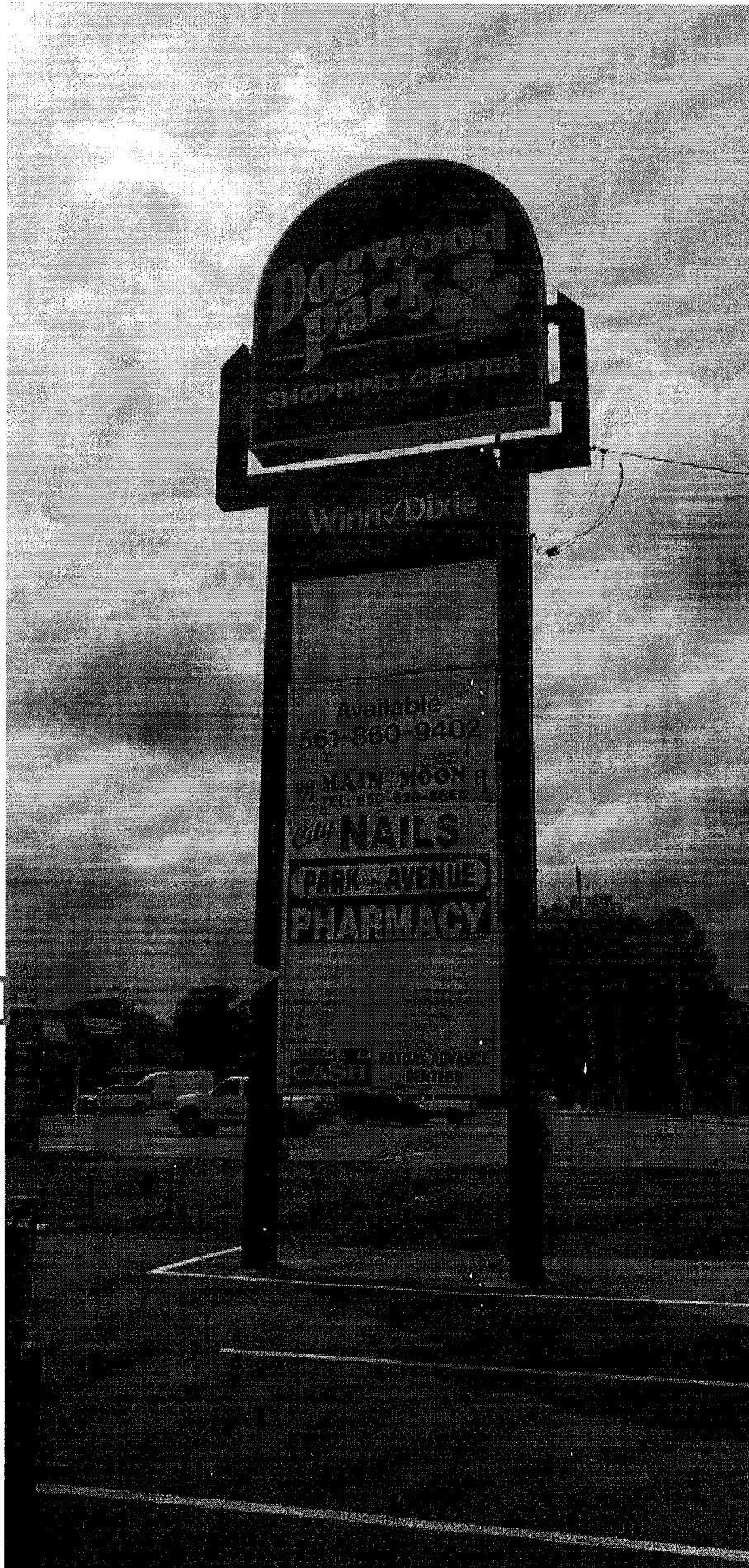
Sincerely,

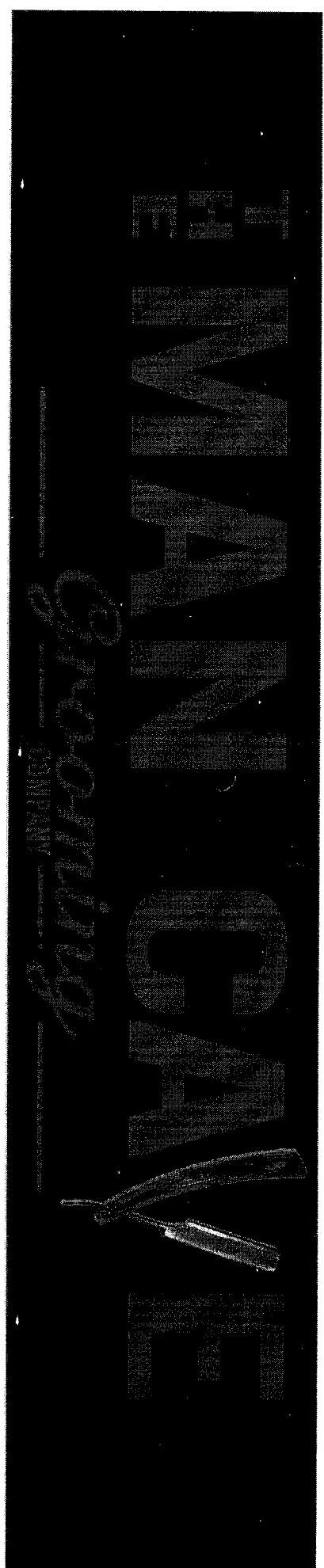
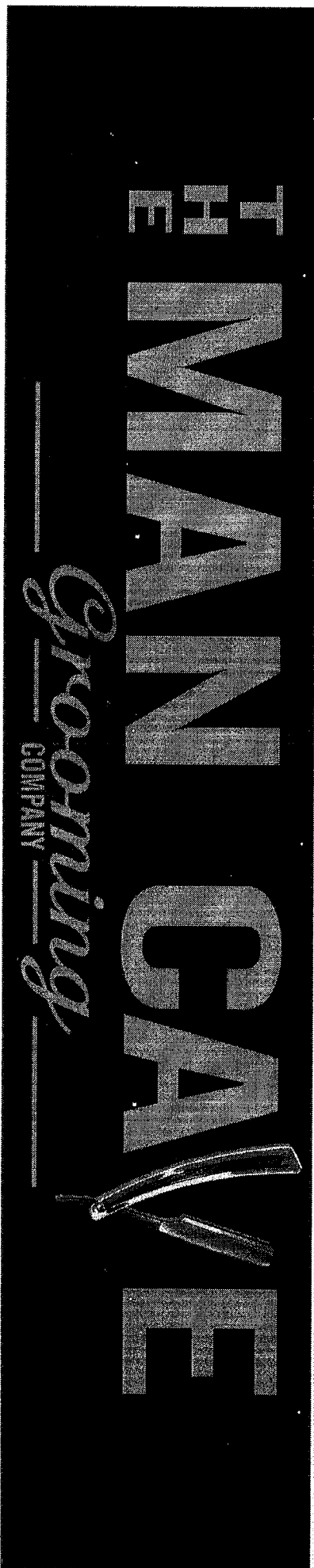
Phillip Cannon
Senior Property Manager

www.wbsproperties.com
manager@wbsproperties.com

5801 Congress Avenue
Suite 219
Boca Raton, FL 33487
(561) 860-9402
(866) 427-7950 fax

5438 - 1200 sq ft





Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF COSMETOLOGY

LICENSE NUMBER: CE10020643

EXPIRATION DATE: NOVEMBER 30, 2022

THE COSMETOLOGY SALON HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 477, FLORIDA STATUTES

THE MAN CAVE GROOMING COMPANY
OLIVER SLEDGE AND PATRICIA PARKER SLEDGE
5438 DOGWOOD DR
MILTON FL 32570



Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ISSUED: 09/21/2020

SANTA ROSA COUNTY BUSINESS TAX RECEIPT

2021 2022

RECEIPT NUMBER 128-21-00184280

ACCOUNT NO.
70479

MACHINES	FOURS	SEATS	EMPLOYEES	EXPIRES
	4710	SERVICE (BARBER SHOP)		SEPTEMBER 30, 2022
BUSINESS INFO				
5438 DOGWOOD MILTON, FL 32570				RENEWAL 13.75
				AMOUNT 0.00
				PENALTY
THE MAN CAVE GROOMING COMPANY OLIVER BURKLEY SLEDGE OLIVER BURKLEY SLEDGE 4044 ERMINE LN MILTON, FL 32563				TOTAL DUE 13.75
				TOTAL PAID 13.75
				
				STAN COLIS NICHOLS, TAX COLLECTOR SANTA ROSA COUNTY, FLORIDA

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT AN ANGLE TO VIEW



City of Milton

P.O. Box 909
MILTON, FL 32572

SUBJECT TO
BUSINESS TAX
ORDINANCE

NO. 21-00002810

DATE ISSUED: August 25, 2021

YEAR: 2021

VALID THROUGH: September 30, 2022

AMOUNT PAID: 60.77

BUSINESS
CLASSIFICATION: SVC BEAUTY/BARBERS

BUSINESS ADDRESS: 5176 STEWART ST

ISSUE TO
THE MAN CAVE GROOMING COMPANY
5438 DOGWOOD DR
MILTON FL 32570

CITY
BUSINESS TAX

Dewitt Nobles

CITY CLERK

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS - PENALTY FOR FAILURE TO DO SO.

Lease Agreement

Landlord:	Milton Commercial Properties, LLC		
Landlord's Address:	5801 CONGRESS AVENUE, SUITE 219, BOCA RATON, FL 33487		
Tenant:	Oliver Burkley Sledge		
Contact Person:	Oliver Sledge		
Tenant's Mailing Address:	4044 Ermine Lane Milton, FL 32583		
Business Telephone No.:		Facsimile No.:	
Home Telephone No:		Mobile Telephone No:	850-463-8658
Lease Commencement Date:	7/22/2019	Lease Expiration Date:	7/21/2024
Demised / Leased premises:	5438 DOGWOOD DRIVE Unit #4, MILTON, FL 32570		
Gross Square Footage:	APPROXIMATELY : 1200 SF		
Demised premises:	Unit #4		
Initial Monthly Rent:	\$ 959.00	Security Deposit:	\$ 1,000.00
Sales Tax (currently 6.7%):	\$ 64.25	Partial Month(10 days):	\$ 330.08
Monthly Rent:	\$1,023.25	Total Amount Due:	\$ 2,353.33 (1 st & partial + security)

The months of July(partial), August, September, October, & November(partial) 2019 of the Lease the rent is abated. Rent will commence November 22, 2019. Partial November rent will be paid with 1st months Rent (per above). December rent will be less \$500 credit (per section 29) for a total of \$489.75.

THIS AGREEMENT, hereinafter interchangeably called "Agreement" or "Lease," made and entered into this 3rd day of July, 2019, by and between **Milton Commercial Properties, LLC**, hereinafter interchangeably called "Owner" or "Landlord," and **Oliver Burkley Sledge**, hereinafter called "Tenant."

TERMS and CONDITIONS

1. **TERM.** The term hereof shall commence on the 22nd day of July 2019 and continue for a period of Five years. Tenant is to pay rent per this Agreement by the first (1st) day of each month. This Lease will terminate on the 21st day of July, 2024.

2. **RENT.** Tenant shall, and hereby agrees to pay to Landlord, at such place or places as Landlord may designate from time to time in writing, rent for the premises as follows:

Monthly Rent:	\$750.00
Estimated Maintenance:	\$138.00
Estimated Real Estate Taxes:	\$71.00
Sub-Total:	\$959.00
Sales Tax:	\$64.25
Total monthly Rent:	\$1,023.25

Tenant agrees to be responsible for any increase in common area maintenance, Real Estate taxes or Sales and Use taxes imposed by any governmental or regulatory body. These increases will be considered additional rent.

Base Rent shall increase by three percent (3%) per year, plus all applicable sales taxes, on the anniversary date of this Lease, and shall be payable on a monthly basis.

3. **PAYMENT.** In consideration for use of the aforementioned space, Tenant agrees to pay the Landlord as per schedule above, inclusive of sales tax. This monthly payment shall be made on or before the due date of each month. If payment is more than five (5) days past due, a late fee will be charged at the rate of FIVE CENTS (\$.05) for each dollar of such delinquent payment for each month of delinquency. Said monies due under this clause shall be considered additional rent. A Fifty and 00/100 (\$50.00) Dollars charge will be assessed for each returned check. Checks should be made payable to: **Milton Commercial Properties, LLC** and mailed to: **5801 CONGRESS AVENUE, SUITE 219, BOCA RATON, FL 33487.**

Page 1 of 15

Tenant's Initials _____
Landlord's Initials _____

4. **RENEWAL OPTION.** If all rents are current and Tenant has lived up to all Terms and Conditions of the Lease, Tenant shall be granted a five (5) year option to extend this Lease under the same Terms and Conditions of this Agreement. The Renewal Option for each Extension Term must be exercised at least one hundred twenty (120) days prior to the end of the lease term (or any Extension Term, as the case may be) which Renewal Option shall be sent, in writing, to Landlord by certified mail and as to which TIME IS OF THE ESSENCE. If Tenant fails to give notice on or before the aforementioned date it shall be deemed without further notice or agreement between the parties hereto that Tenant elected not to exercise said option. Each Extension Term shall commence immediately upon the expiration of the preceding term, provided Tenant has exercised its Renewal Option in accordance with the terms set forth herein.

5. **USE PROHIBITED.** The premises are leased solely to be used as a **Barber Shop**. Tenant agrees to restrict use of the leased property purposes, and not to use or permit the use of the leased property for any other purposes without first obtaining the Landlord's written consent. Tenant shall not directly compete with any other Tenant in said Shopping center. Tenant agrees not to operate its business under this Lease so as to breach or violate any restrictive covenant contained in any other lease entered into by Landlord, or violate any restrictive agreement contained in any contract entered into by Landlord, or violate any restrictive agreement contained in any judgment or decree imposed upon Landlord which is in effect at the time of this Lease including, without limitation, any exclusive use clause (the "Exclusive Use"), a description of which is attached hereto as Exhibit "b". Tenant agrees to operate 100% of the premises during the entire term of this Lease and to conduct its business at all times in a high class and reputable manner. Tenant shall keep the premises open for business during normal and customary business hours. No auction, fire or bankruptcy sales shall be conducted in the Premises without the previous written consent of Landlord. Tenant shall not use the sidewalks or parking areas adjacent to the Premises for business purposes without the written consent of Landlord. There shall be no outside storage. In the event that any unauthorized material or vehicle must be removed by Landlord, Tenant shall reimburse Landlord for all costs associated with the removal of the material within five (5) days of invoicing, plus ten (10%) percent of the total invoiced amount to cover administrative service costs.

6. **SECURITY DEPOSIT.** Tenant shall pay the sum of One Thousand (\$1,000.00) Dollars, which shall be used as a Security Deposit. Said Security Deposit shall be used for the repair of any damage done to the rented space not caused by Landlord, and to clean the premises at the termination of the Agreement. It shall also be used as security for all the obligations, including monetary obligations, of Tenant under the Terms and Conditions of this Agreement. In the event that the premises are left in good state of repair, in broom-swept condition, and the Tenant has met all his obligations under this Agreement, then the Security Deposit shall be refunded to Tenant at his last known address, within thirty (30) days after the termination of the Agreement.

7. **USE OF SPACE.** Use of the premises by the Tenant will comply with all federal, state, municipal, or county requirements, regulations, ordinances, and statutes applicable thereto; and all rules and regulations of the Landlord. Failure to keep and observe each of the foregoing will constitute a breach of this Agreement in the same manner as if contained within the covenants. Tenant agrees that he will not store any illegal, explosive, highly flammable, corrosive, hazardous or toxic materials, or pollutants in the leased premises, and that he will not make any use of the space which would constitute a nuisance, annoyance, inconvenience, or danger to the Landlord or any of the other tenants. Furthermore, Tenant acknowledges that he must remove all items from the leased premises upon termination of this Agreement; otherwise, Landlord will have the option of charging additional rent or disposing of these items.

8. **DEFAULT BY TENANT.** Landlord shall have a lien on all property owned by Tenant on the rental premises for all rent, expenses of retaking, holding and preparing property for sale, court costs, attorney's fees, and any other expenses set forth in the Agreement or under applicable law. In the event that any charges for rent or other charges set forth in the Agreement are not paid within ten (10) days after becoming due, Landlord shall have, in addition to all other remedies provided under the law.

9. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Agreement or sublet the whole or any portion of the leased premises hereunder without the prior written approval of the Landlord. The Landlord will

not unreasonably withhold such approval. There will be a charge of Four Hundred and 00/100 (\$400.00) Dollars for administrative fees for any transfer caused by the reassignment of this Lease.

10. **ORDINANCES AND STATUTES.** The Tenant will comply with all city, county, state, and federal statutes and regulations in the operation of his business. Tenant shall comply with all ordinances, rules, and statutes relating to the disposal of hazardous waste and pollutants. The Tenant and the officers of the Tenant's corporation agree to be personally liable for any violations of this Clause. The Tenant, at Tenant's expense, shall store and have removed by an authorized company all used oils, greases, fluids, and floor trap/interceptor as required by City ordinance.

11. **FIXTURES AND ALTERATIONS.** Tenant will make no alterations or additions to the leased unit after completion of initial construction without prior written consent of Landlord, and Tenant will have no power to subject the premises to any Mechanic's Liens. Any alterations, additions, or fixtures will be made at Tenant's sole expense and shall become the property of the Landlord at the termination of this Agreement. The Landlord will have the right to compel Tenant, at Tenant's sole expense, to remove any substandard alterations, additions, or fixtures, and to repair any damage to the leased unit so as to make the unit suitable for releasing. Any improvements or required Building Code changes shall be made at Tenant's expense.

12. **RIGHT TO ENTER.** Landlord will have, at all times, the right to enter the leased unit for the following reasons: (a) pest control fumigation and extermination; (b) fire protection; (c) maintenance and repairs, however, Landlord shall not be imposed upon to either maintain or make repairs to the interior of the leased premises; (d) to ascertain if the provisions of this Agreement have been or are being complied with; (e) to enforce the provisions of the Agreement, including all rights or remedies; and (f) to show space for lease three (3) months prior to expiration date of the Lease. Further, Tenant grants Landlord the right to remove any lock or other security device installed by Tenant to secure the unit without notice to Tenant, if the Tenant is in default under the Terms and Conditions of this Agreement. Tenant agrees that Landlord will not be made responsible for any loss, theft, or damage to any of Tenant's goods, which may occur after Tenant's lock or other security devise has been removed.

13. **LANDLORD DISCLAIMER OF LIABILITIES.** It is agreed that Landlord is not an insurer and that payments required to be made are based solely upon the value of the privilege granted, and it is not the intention of the parties that the Landlord assume responsibility for any loss occasioned by malfeasance or by malfeasance in the performance of its duties under the Terms and Conditions of this Agreement, or for any loss or damage, mysterious disappearance, rodents, acts of God, or the negligent or intentional acts of third parties. The parties agree that the Landlord does not accept Tenant's goods or property for storage, and is not liable in any manner for the safekeeping or condition of the same, nor is Landlord responsible, therefore, as warehouseman. Landlord shall neither have nor incur any liability for personal injury to Tenant, Tenant's agents or employees, any business invitees, or any members of the public visiting Tenant, and Tenant agrees to hold harmless from any such claims and agrees to indemnify the Landlord for any such loss by all claims, including attorney's fees, incurred by Landlord.

14. **EMINENT DOMAIN.** If more than twenty-five (25%) percent of the premises shall be taken or appropriated by any public or quasi-public authority under the power of the eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and Landlord shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease. If either less than twenty-five (25%) percent of the premises is taken or more than twenty-five (25%) percent is taken, and neither party elects to terminate this Lease as herein provided, the rental thereafter to be paid shall be equitably reduced. If any part of the Building other than the premises may be taken or appropriated, the taking of which would, in Landlord's opinion, prevent the economical operation of the building, Landlord shall, in such event, have the right, at its option, to terminate this Lease and shall be entitled to the entire award as above provided.

15. **SALE.** In the event the Landlord named herein or any successor Landlord of the building shall sell or convey the building, all liabilities and obligations on the part of the original Landlord or such successor Landlord under this Lease, accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new Landlord, and Tenant agrees to attorn to such new Landlord.

16. **INSURANCE.** Tenant acknowledges that Landlord does not have insurance covering Tenant, its agents or employees, invitees, or clients. All fixtures, equipment, and property kept, stored, or maintained within the leased premises shall be at Tenant's risk. Tenant shall carry liability and content insurance coverage for his business. Limits of liability insurance shall not be less than \$1,000,000.00 for more than one person in any single incident. Tenant shall furnish Landlord with a current Certificate of Insurance in which Landlord shall be named as an "Additional Insured."

17. **DESTRUCTION OF DEMISED PREMISES.** If the structural portion of the Demised Premises, or any part thereof, shall be damaged or destroyed by fire or other cause during the term of this Lease, then, provided Landlord receives adequate proceeds of insurance, Landlord shall undertake the repairs necessary to restore the Demised Premises to its condition immediately prior to the occurrence of such damage or, at its option, replace the Demised Premises with new improvements having a market value equal to or greater than those existing at the time the damage or destruction occurred. Landlord will undertake the repair, restoration or replacement of the Demised Premises and Landlord's Work, as soon as reasonably possible and after and when it receives sufficient proceeds of insurance. Tenant will undertake the repair, restoration or replacement of Tenant's Work as soon as reasonably possible subsequent to the occurrence of such casualty. Rental hereunder, or just a portion thereof, according to the nature and extent of the damage or destruction sustained to the Demised Premises shall be abated until the Demised Premises shall have been repaired, restored or replaced by Landlord. In the event (a) a substantial portion of the Demised Premises shall be damaged or destroyed by fire or other casualty that its repair and restoration requires more than ninety (90) days or the expenditure (as estimated by a reputable contractor or architect designated by the Landlord) of more than twenty percent (20%) of the full insurable value of the Demised Premises immediately prior to the casualty, then in any of said events Landlord may terminate this Lease by giving Tenant notice to such effect within thirty (30) days after the casualty.

For the purpose of paying the cost of repairs, replacement or rebuilding, Landlord and Tenant shall make available all net sums received by them under insurance policies covering the Demised Premises and covering such loss and reimbursement for work and materials actually incorporated in the Demised Premises. Tenant shall not be entitled to terminate this Lease and no damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises pursuant to this Article. Landlord shall use its best efforts to make such repair or restoration promptly and in such a manner as to not unreasonably interfere with Tenant's use and occupancy of the Demised Premises, but Landlord shall be required to do such repair or restoration work except during regular business hours or business days.

Notwithstanding the foregoing, if by reason of some act or omission on the part of Tenant or any of its subtenants or its or their partners, directors, officers, servants, employees, agents, or contractors, either (1) Landlord shall be unable to collect all the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to damaged or destroyed or rendered completely or partially untenable on account of fire or other casualty, then without prejudice to any other remedies which may be available against Tenant, there shall be no abatement or reduction of the Minimum Annual Rent or other sums due hereunder. Further, nothing contained in this Article shall relieve Tenant from liability that may exist as a result of any damage or destruction by fire or other casualty.

18. **ATTORNEY'S FEES.** Tenant will be responsible for the payment of Landlord's reasonable attorney's fees, and all costs and expenses, if Landlord engages or retains an attorney with respect to the enforcement of the provisions of this Agreement or to make any collections of any sums due Landlord, whether or not it is necessary to file legal proceedings for such enforcement or collections.

19. **SEVERANCE OR UNENFORCEABLE PROVISIONS.** In the event any provisions of this Agreement shall be held to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions under this Agreement.

20. **SUBORDINATION.** Tenant agrees that Tenant's interests under this Agreement are subject and subordinate, at all times, to all mortgages or other methods of financing or refinancing in any amount, and all advances thereon which now or hereafter be placed against or affect any portion of the demised premises and to all renewals, modifications, consolidations, participants, replacements, and extensions thereof. The aforementioned

provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by Landlord.

21. **ESTOPPEL CERTIFICATE BY TENANT.** Tenant shall, within the (10) days after receiving a written request from Landlord, execute and deliver to Landlord, or to any Mortgagee or prospective purchaser of the Center, a statement in writing certifying: (1) that the lease term has commenced, setting forth the Commencement Date; (2) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, stating the modifications); (3) whether or not there are then existing any known offsets or defenses against the enforcement of any of Tenant's covenants hereunder (and if so, specifying them); (4) the dates to which rent, impositions and other amounts have been paid, if any; and (5) whether or not Tenant has acquired any interest in the Demised Premises except for its interest under this Lease. Such statements shall be given as often as Landlord may reasonably request them and may be relied upon by any prospective purchaser of the Landlord's interest in the Demised Premises, by any Mortgagee, or by any assignee of any Mortgagee.

22. **UTILITIES AND SERVICES.** The Tenant will pay for all utilities for the operation of his business at the leased premises, including, but not limited to, telephone, electricity, and trash removal. Tenant will pay for backflow recertification and or repairs as needed to the backflow for the leased demised premises. Tenant agrees to pay electric charges by separate meter. Landlord is not responsible for damages to items resulting from electrical charges.

23. **PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located on the premises.

24. **MAINTENANCE COST.** Tenant agrees to pay to Landlord, initially as Tenant's annual contribution, the sum of \$1.38 per square foot for the cost of maintaining the parking area and common area of the shopping center. Said sum shall be payable in equal monthly installments with the rent. "Cost of maintaining the parking area and common area" shall mean the total cost and expense incurred in operating and maintaining the common facilities including, without limitation, a management fee, legal and accounting expenses, gardening and landscaping, the cost of public liability, property insurance for the shopping center, damage and sign insurance, assessments, repairs, line painting, lighting, sanitary control, garbage disposal, depreciation of machinery and equipment used in maintenance, and the cost of personnel to implement such services; and directing of parking and policing the common facilities and all other operating, management and other expenses incurred by Landlord in connection with the operation of the shopping center. "Common facilities and common areas," whether such terms are used individually or collectively, shall mean all areas, space equipment, signs and special services provided by Landlord for the common or joint use and benefit of the occupants of the shopping center, their employees, agents, servants, customers, and other invitees including, without limitation, parking areas, access roads, driveways, retaining walls, roof, landscape areas, truck service ways, loading docks, pedestrian malls, courts, stairs, ramps, sidewalks, and canopies. Said sum shall be paid monthly in advance, on the date that payments are due hereunder. The payment of the sum of money for maintaining the common areas and parking areas shall be deemed the same as the payment of rent and all of the rights, privileges and recourses available to Landlord for nonpayment of rent shall be available for the nonpayment of the said sum of money.

Said amount is Tenant's pro rata share, and is based on an estimate of the cost of maintaining the parking area and common areas of the shopping center. Tenant's pro rata share of said cost shall amount to that portion of the entire cost of maintaining said areas which the gross floor area of tenant's premises bears to the gross floor area of all rentable space in the shopping center. It is acknowledged by the parties that the above figure is based upon an estimate, and the same shall be adjusted at the end of one year's operation to reflect the actual cost of maintaining the parking area and common areas of the shopping center, and at the same time may be adjusted time to time to reflect such actual costs. Tenant agrees upon notification by Landlord of such adjustment, to pay his monthly pro rata share of such cost in accordance with this section.

25. **REAL ESTATE TAXES:** Landlord agrees to pay to the local tax authorities and other governmental agencies throughout the term of this Lease and any renewal thereof, all real estate taxes and all assessments which may be levied against the shopping center. Tenant agrees to pay to Landlord Tenant's pro rata

share as hereinafter defined of the real estate taxes and assessments levied against the shopping center land and buildings for each calendar year of the term of this Lease and any renewal thereof, including the real estate taxes and assessments levied for the first calendar year in which the buildings of the shopping center shall be assessed as complete for tax purposes. Tenant agrees to pay to Landlord, as Tenant's annual contribution, initially, the sum of \$0.71 per square foot for the cost of real estate taxes and assessments for the entire shopping center, land and buildings. Said sum shall be paid in twelve equal payments in advance of the dates that payments of rents are due hereunder. The payment of the sum of money for real estate taxes and assessments shall be deemed the same as payment of rent, and all rights, privileges and remedies available to Landlord for the non-payment of rent shall be available for the nonpayment of said sum of money. It is acknowledged by the parties that the above figure is based upon an estimate, and that the same shall be adjusted at the time Landlord receives real estate tax bill or assessment bill to reflect the actual expense of the real estate and assessments.

Tenant's pro rata share of the real estate taxes and assessments shall amount to that portion of the entire real estate taxes and assessments hereinabove described which the gross floor area of Tenant's premises bears to the gross floor area of all rentable space in the shopping center. The same may be adjusted from time to time to reflect the actual cost of real estate taxes and assessments. Tenant agrees, upon notification by Landlord of such adjustment, to pay his monthly pro rata share of such cost in accordance with this section.

26. TENANT'S OBLIGATIONS FOR MAINTENANCE AND REPAIRS. Tenant shall keep and maintain in good order, condition and repair (including replacement of parts and equipment, if necessary) the Leased Premises and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Premises, including free flow up to the main sewer line and water lines up to and including the water meter serving the Leased Premises unless water service is provided by a master water meter, in which case Tenant shall be responsible for maintenance and repair (including replacement of parts and equipment, if necessary) of the water lines to the point of connection at a shut off valve, all fixtures, heating, air conditioning, sprinkler and electrical systems which service the Leased Premises (whether or not located in the Leased Premises), and all walls, floors, and ceilings. Tenant, upon accepting the Leased Premises will provide to Landlord a copy of a heating and air conditioning preventative maintenance contract from a certified contractor approved by Landlord. Tenant shall keep such contract in full force and effect throughout the term of this Lease. Tenant is responsible for pest control for the Leased premises.

Tenant shall keep its dumpster area, if any, its loading area, if any and the area adjacent to the entrance to the Leased Premises clear of trash and debris. In addition, Tenant shall keep and maintain the Leased Premises in clean, sanitary, safe good working condition and repair in accordance with the laws of the State in which the Leased Premises are located and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction in and all other Federal, State and local laws including without limitations the Americans with Disabilities Act of 1990 and any similar local statute and the Environmental Statutes, and shall comply with all requirements of law, ordinance and otherwise, affecting the Leased Premises, all at the sole cost and expense of Tenant. If Tenant refuses or neglects to commence and to complete repairs promptly and adequately, in addition to any other rights and remedies of Landlord hereunder, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand as Additional Rent. At the time of the expiration of the tenancy created herein, Tenant shall surrender the Leased Premises broom clean in good condition, reasonable wear and tear and loss by fire or other unavoidable casualty excepted. If Tenant has made alterations to the Leased Premises, Landlord may, at its option, require Tenant to restore the Leased Premises to their condition upon delivery, at Tenant's cost and expense.

Tenant shall keep and maintain the Leased Premises and all other parts of the Shopping Center free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any mechanic's or material man's lien within ten (10) days of the filing of any such liens. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same such reimbursement to be made with ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten (10) day period shall carry with it the same consequences as failure to pay any installment of rent.

Tenant out-of-pocket expense for HVAC service of existing system will be \$350 per occurrence unless Landlord replaces the system.

27. **LANDLORD'S OBLIGATIONS FOR MAINTENANCE.** Landlord shall keep and maintain the foundation, exterior walls, and roof of the building in which the Leased Premises are located and the structural portions of the Leased Premises which were originally installed by Landlord, exclusive of doors, door frames, door checks, windows, and window frames, in good repair except that Landlord shall not be called upon to make such repairs occasioned by the act or negligence of Tenant, its agents, employees, invitees, licensees or contractors, except to the extent that Landlord is reimbursed there for under any policy of insurance permitting waiver of subrogation in advance of loss. Landlord shall not be called upon to make any other improvements or repairs of any kind upon said premises and appurtenances, except as may be required under this Lease.

28. **SURRENDER OF PREMISES.** Upon any termination of this Lease by Landlord, whether by lapse of time, cancellation pursuant to any election provided herein, forfeiture, or otherwise, Tenant shall immediately surrender possession of the Demised Premises to Landlord in good and tenantable repair, reasonable wear and tear, damage by fire or other casualty, the elements, and anything beyond the reasonable control or responsibility of Tenant excepted. If Tenant remains in possession after the expiration date without a new written lease or the extension of this Lease (1) Tenant shall be deemed a tenant-at-will, (2) Tenant shall pay two hundred percent (200%) of the Rent and any additional charges due hereunder; (3) there shall be no renewal or extension of this Lease by operation of law, and (4) the tenancy-at-will may be terminated upon thirty (30) days notice from Landlord.

29. Tenant accepts the facilities in an "as is" condition. Landlord will install a water heater . HVAC and electrical will be delivered in working order and will be checked out after tenant gets electric service. Landlord will give tenant a one-time credit of \$500 towards ceiling tiles towards their second months paid rent.

30. **RULES AND REGULATIONS.** Any rules and regulations appended to this Lease are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to leased premises and the Shopping Center. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.

31. **NOISE.** Tenant and Tenant's agents or employees shall not permit any improper noises in the building, which may interfere in any way with other tenants or those persons doing business with other tenants.

32. **SIGNAGE.** Neither awnings, shades, signs, advertising nor notices shall be inscribed, painted, or affixed unto any part of the outside or inside of the building without prior written consent from the Landlord.

33. **LOCKS.** Tenant shall not change locks or install additional locks on the door(s) of the leased premises without first obtaining the Landlord's written consent.

34. **AMERICANS WITH DISABILITIES ACT.** Tenant shall be responsible for compliance within the demised premises with all requirements of the Americans with Disabilities Act (the "Act"), and shall indemnify, defend and save Landlord harmless from any claim, damages or loss resulting from Tenant's failure to comply with the Act.

35. The parties acknowledge that Landlord and Tenant have received the following statutory notification concerning Radon Gas:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may

present health risks to persons who are exposed to it over a time.
Levels of radon that exceed federal and state guidelines have been
found in buildings. Additional information regarding
radon and radon testing may be obtained from your county public
health unit.

AGREED and ACCEPTED this _____ day of _____, 2019.

Witness to Tenant:

Signature

Print Name

Signature

Print Name

Witness to Tenant:

Signature

Print Name

Signature

Print Name

Witness to Landlord:

Signature

Print Name

Signature

Print Name

Tenant / Oliver Burkley Sledge

By: _____

Signature

Print Name

Title

Tenant / Patricia Parker Sledge

By: _____

Signature

Print Name

Title

Landlord

By: _____

Signature

Print Name

Title

RULES AND REGULATIONS

Tenant covenants and agrees that Tenant at its own cost and expense:

- (a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the demised premises and all corridors and loading areas immediately adjoining the demised premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;
- (b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the demised premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefore, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;
- (c) Will replace promptly with glass of a like kind and quality any plate glass or window glass of the demised premises which may become cracked or broken;
- (d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the demised premises or within two (2) feet of any entrance from the demised premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof;
- (e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the premises,, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or experienced outside of the leased premises;
- (f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the demised premises;
- (g) Will not cause or permit objectionable odors to emanate or be dispelled from the demised premises;
- (h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;
- (i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;
- (j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of demised premises or any work to be performed in the demised premises by Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the demised premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body

establishing standards for fire insurance ratings with respect to the use occupancy of the premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the demised premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted on the premises) required by the aforementioned rules, regulations and Associations or other body in order to obtain insurance at the lowest available premium rate throughout the term of this Lease;

(k) Will light the show windows of the demised premises and exterior signs each day of the year to the extent which shall be required by Landlord but in no event later than one hour after close of the Center;

(m) Will refer to the name of the Shopping Center in all advertising done to promote sales at its store or stores in the geographic area in which the Center is located;

(n) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown in and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;

(o) Will not permit any shopping carts in the Common Areas even if taken there by customers;

(p) Will not place or cause or permit to be placed within the demised premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord.

(q) Tenant agrees to (i) allow Landlord access to Premises at anytime for the purpose of inspection and/or repair to the fire sprinkler system, if applicable. Should access be denied, Tenant shall become liable and responsible for any problems or incidents which may occur due to said denial of access to Premises (ii) keep the sprinkler heads, valves, boxes, etc. free of obstruction; (iii) ensure exits are free from obstruction and exit doors are in good working order; (iv) Tenant, Tenant's employees, contractors, vendors, guests or invitees shall be prohibited under any circumstance, from disrupting the operation or affecting the sprinkler system, alarm, or monitoring equipment in any way.

EXHIBIT A

5438 Dogwood DR unit #4

EXHIBIT B
EXCLUSIONS

Winn Dixie

EXCLUSIVE SUPERMARKET 28. Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a supermarket in the shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly lease or rent any property located within the shopping center, or within 1000 feet of any exterior boundary thereof, for occupancy as a supermarket, grocery store, meat, fish or vegetable market, nor will the Landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business without written permission of the Tenant; and Landlord further covenants and agrees not to permit or suffer any property located within the shopping center to be used for or occupied by any business dealing in or which shall keep in stock or sell for off-premises consumption any staple or fancy groceries, meats, fish, vegetables, fruits, bakery goods, dairy products or frozen foods without written permission of the Tenant; except the sale of such items in not to exceed the lesser of 500 square feet of sales area or 10% of the square foot area of any storeroom within the shopping center, as an incidental only to the conduct of another business, and except the sale by a restaurant operation of prepared, ready-to-eat food items, either for consumption on or off the premises, shall not be deemed a violation hereof. With the exception of bars and package stores, only Tenant herein may sell beer and wine in the shopping center for off-premises consumption, except for the drug store.

except 1,000 square feet in the case of the drug store

It is further agreed that only Tenant herein shall have the privilege of operating a bakery and/or delicatessen or any department or concession which would constitute the equivalent thereof in the shopping center including any enlargement thereof.

RETAIL AND SERVICE STORES ONLY

7. Without the prior written consent of Tenant herein only retail and/or service stores shall be allowed to operate in the shopping center, or any enlargement thereof, it being the intent of the parties hereto that no spa, bowling alley, skating rink, bingo parlor, theatre (either motion picture or legitimate), business or professional offices, sales of automobiles, or health, recreational or entertainment-type activities, or non-retail or non-service type activities, shall be permitted. Notwithstanding the foregoing, Landlord may permit service and professional offices to be located in the shopping center provided that no such single office space shall be leased to a tenant or occupant with more than 7 owners or employees on the premises, and shall not be of a school or other nature likely to attract customers making long-term use of the parking. Of the initial spaces constructed, Space 7 may be used for such uses. Not more than 25% of the future building area shall be used for such spaces, and Landlord shall use good faith efforts to locate such uses as far from Tenant's demised premises as possible. In addition thereto, the pad space shown adjacent to the right-of-way of Dogwood Drive may be use for such office purposes.

Only

or Vann Drugs

Notwithstanding the foregoing, Harco Drugs may sell incidental food items for off-premises consumption, provided however, that it may not devote in excess of one thousand (1,000) square feet of gross floor area of its premises in the shopping center to such incidental food sales.

It is still further agreed that, notwithstanding the foregoing, if Tenant shall cease to use the demised premises as a supermarket and/or grocery store meat, fish or vegetable market business for in excess of a period of six (6) months, while the demised premises are usable for the operation of a general mercantile business (excluding temporary cessation of business caused by happenings beyond the control of Tenant), then in such event the exclusive rights of Tenant hereinabove granted shall automatically cease and be construed as cancelled and of no further force and effect, unless and until Tenant resumes such uses, whereupon exclusives shall be reimposed except as to other tenants to whom Landlord shall have granted such uses.



City of Milton
Office of Economic
Development

Business Improvement Program

DATE OF APPLICATION: 6/15/22
NAME OF BUSINESS (Legal and DBA, if Different): WINGS OF LIZB - PRIMERICA
BUSINESS OWNER(S): MARGARITA VAZQUEZ
PROPERTY OWNER(S) (IF DIFFERENT): MARSHALLA THOMPSON

GRANT CATEGORY: SIGN GRANT
TOTAL AMOUNT REQUESTED (MAXIMUM \$5,000): \$ 877.40
TOTAL AMOUNT OF MATCH (MINIMUM 100%): \$ N/A
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): \$ 877.40

ADDRESS OF PROJECT: 5205 DOGWOOD DRIVE; MILTON, FL 32570
PROJECT NAME: NEW BUSINESS SIGN TO REPLACE OLD ONE

ATTACH REQUIRED ADDITIONAL INFORMATION:

- Complete application form
- Detailed project narrative
- Legal description of property
- Proof of property ownership or letter from owner consenting to the project
- Proof of property insurance
- Certification of sign ordinance, zoning, and future land use compliance
- Scaled drawing of improvements involving building changes
- Accurate color mock-ups and/or paint chips
- Original color photographs of existing property conditions
- Three cost estimates from qualified contractors (labor and materials for entire project).
- Final cost estimate including name of licensed contractor chosen to perform work
- Copy of the chosen contractor's license (if licensure is required for the work)
- Copy of City of Milton Business License.

NAME & MAILING ADDRESS OF OWNER/APPLICANT (PLEASE PRINT):

Margarita Vazquez Marshalla Thompson
6659 Camelot Rd 6577 Martin Rd
Milton, FL 32570 Milton FL 32570

SIGNATURE(S) OF BUSINESS AND PROPERTY OWNER(S) (IF DIFFERENT)

Margarita Vazquez M Thompson

TELEPHONE # (850) _____ CELL # 850-554-2592 EMAIL wingsoflzb@gmail.com

For official use only:

DATE & TIME APPLICATION RECEIVED: 6/15/22 RECEIVED BY: [Signature]

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City of Milton
Office of Economic Development

Page 2 of 2

2022 Business Improvement Program

Memorandum of Understanding

I, the grantee, understand that work cannot commence on any portion of the Business Improvement Project prior to receiving approval of the grant funds by the City of Milton. A written notification to proceed will be provided. I, the grantee, have read, understand, and accept the terms and conditions of the grant. I have read and understand the actions which will trigger a default. In the event of a default, I, the grantee, do hereby guarantee the repayment of the principal amount of the grant in accordance with the terms of the Commercial Façade Program application and guidelines. If the grantee is not the property owner, as shown in the Santa Rosa County Property Appraiser's Database, the property owner must also execute this Memorandum of Understanding.

Margarita Vazquez
Grantee Name (Please Print)

Margarita Vazquez
Grantee Signature

6/15/22
Date

Marshall Thompson
Property Owner Name (Please Print)

M Thompson
Property Owner Signature

6-15-22
Date

City of Milton (Please Print)

City Manager Signature

Date



Estimate #16572

6/15/2022

Prepared For:

Primerica
Margarita

Prepared By:

Kevin Arrant
Signcrafters of NW Florida
5273 Highway 90
Pace, FL 32571
USA

Phone: 850-626-7188 Fax:
Alt. Phone:
E-Mail: wingsoflizb@gmail.com

Phone: 8509950010 Fax: 8509959979
Alt. Phone:
E-Mail: signcrafter@bellsouth.net

Description:

On-Premise Sign

Quantity	Description	Each	Total	Taxable
1	Installation with lift of 4' x 8' sign Holmes Plaza	425.00	\$425.00	✓
1	72.00 in x 48.00 in GRI-3M ControItac 3yr-48"x40yd Top laminated with GRI-3M Overlamine 5yr 2mil Luster-50ydx48.5 Mounted on Aluminum Composite	395.00	\$395.00	✓
		Subtotal	\$820.00	
		Sales Tax	\$57.40	
		Total	\$877.40	

Terms:

50% DUE / BALANCE UPON JOB COMPLETION

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by	Date	Amt. Paid Today
-----------	------	-----------------

1/8" Poly-metal sign
4 x 6' single sided = \$330
Installation = \$130

3



Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Social security number [REDACTED]

Give form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2

Name (as shown on your income tax return) <u>MARGARITA VAZQUEZ</u>	
Business name, if different from above <u>Wings of Liz B</u>	
Individual ☒	☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding
Check appropriate box: Sole proprietor	
Address (number, street, and apt. or suite no.) <u>5205 DOGWOOD DRIVE</u>	
City, state, and ZIP code <u>MILTON R 32570</u>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

or
Employer identification number [REDACTED]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Margaret Vazquez

Date

6/15/2022

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 11-2005)



Comprehensive Economic Development Strategy

MEETING DATE

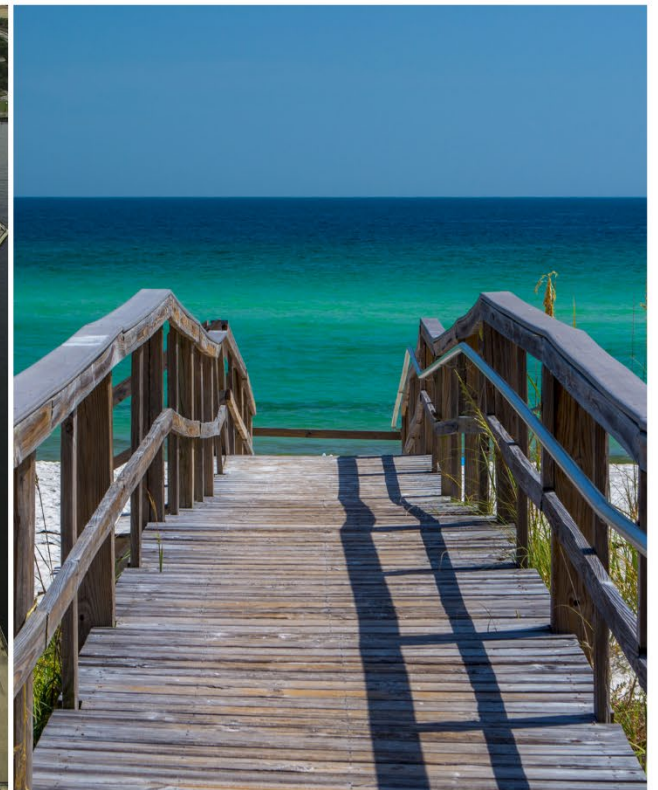
July 5, 2022

PREPARED BY

Clerk's Office
Dawn Molinero, City Clerk

EMERALD COAST REGIONAL COUNCIL DRAFT COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

2022-2026





Comprehensive Economic Development Strategy, June 2021

Funding for this report is provided by the U.S. Economic Development Administration

Additional copies of this report may be obtained by contacting:

Emerald Coast Regional Council

4081 E. Olive Rd.

Pensacola, FL 32514

850-332-7976 | ecrc.org

Steering Committee

The Emerald Coast Regional Council would like to thank the following steering committee members for the input and guidance provided during the 2022 major update:

- Nathan Sparks, Okaloosa County EDO
- Danita Andrews, Florida West EDA
- Ted Everett, Washington County EDO
- Verdell Hawkins, Florida Power & Light
- Nicole Gislason, UWF Haas Center
- Shane Chadwick, Florida's Great Northwest
- Rebecca Ferguson, Port of Pensacola

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List of Acronyms

ACS	American Community Survey	EPA	Environmental Protection Agency
AFB	Air Force Base	EPCRA	Emergency Planning and Community Right to Know Act
ARPA	American Rescue Plan Act	FAC	Florida Association of Counties
ATMS	Advanced Traffic Management Systems	FAMU	Florida Agricultural and Mechanical University
B2S	Build to Scale Program	FAQ	Frequently Asked Questions
BEA	Bureau of Economic Analysis	FAST	Fixing America's Surface Transportation Act
BEBR	Bureau of Economic and Business Research	FCC	Federal Communications Commission
BIC	Business Innovation Center	FDEM	Florida Division of Emergency Management
BLS	Bureau of Labor Statistics	FDEP	Florida Department of Environmental Protection
CARES	Coronavirus Aid, Relief, and Economic Security Act	FDOT	Florida Department of Transportation
CBEP	Choctawhatchee Bay Estuary Program	FEMA	Federal Emergency Management Agency
CCMP	Comprehensive Conservation & Management Plan	FGDL	Florida Geographic Data Library
CDBG	Community Development Block Grant	FGNW	Florida's Great Northwest
CEDS	Comprehensive Economic Development Strategy	FHWA	Federal Highway Administration
CRF	Coronavirus Relief Funding	FLOC	Florida League of Cities
DEO	Department of Economic Opportunity	FRDAP	Florida Recreation Development Assistance Program
EC-ARC	Emerald Coast Area Resilience Collaborative	FSU	Florida State University
ECFRPC	East Central Florida Regional Planning Council	FTA	Federal Transit Administration
ECRC	Emerald Coast Regional Council	FTP	Florida Transportation Plan
EDA	Economic Development Administration	HHRP	Hurricane Housing Recovery Program
EDD	Economic Development District	HLMP	Hurricane Loss Mitigation Program
EDO	Economic Development Organization	HUD	U.S. Department of Housing & Urban Development
		IRC	Integrated Recovery Coordination

ITEN Innovation, Technology, Entrepreneurship, and Network
ITS Intelligent Transportation Systems
LEHD Longitudinal Employer-Household Dynamics
LEPC Local Emergency Planning Committee
LMI Low to Moderate Income
MPO Metropolitan Planning Organization
MSA Metropolitan Statistical Area
NOAA National Oceanic and Atmospheric Administration
OLF Outlying Landing Field
P2R2 Public Private Regional Resiliency Committee
PPBEP Pensacola and Perdido Bays Estuary Program
R&D Research & Development
R2P2 Recovery and Resiliency Partnership Projects
REMI Regional Economic Models, Inc.
RIDER Resilient Infrastructure & Disaster Response
RLF Revolving Loan Fund
RREA Regional Recreation Economy Alliance
RTP Recreational Trails Program
SASJBEP St. Andrew and St. Joseph Bays Estuary Program
SBDC Small Business Development Center
SBTDC Small Business & Technology Development Center
SHIP State Housing Initiatives Partnership
SIS Strategic Intermodal Systems
STEM Science, Technology, Engineering, and Math

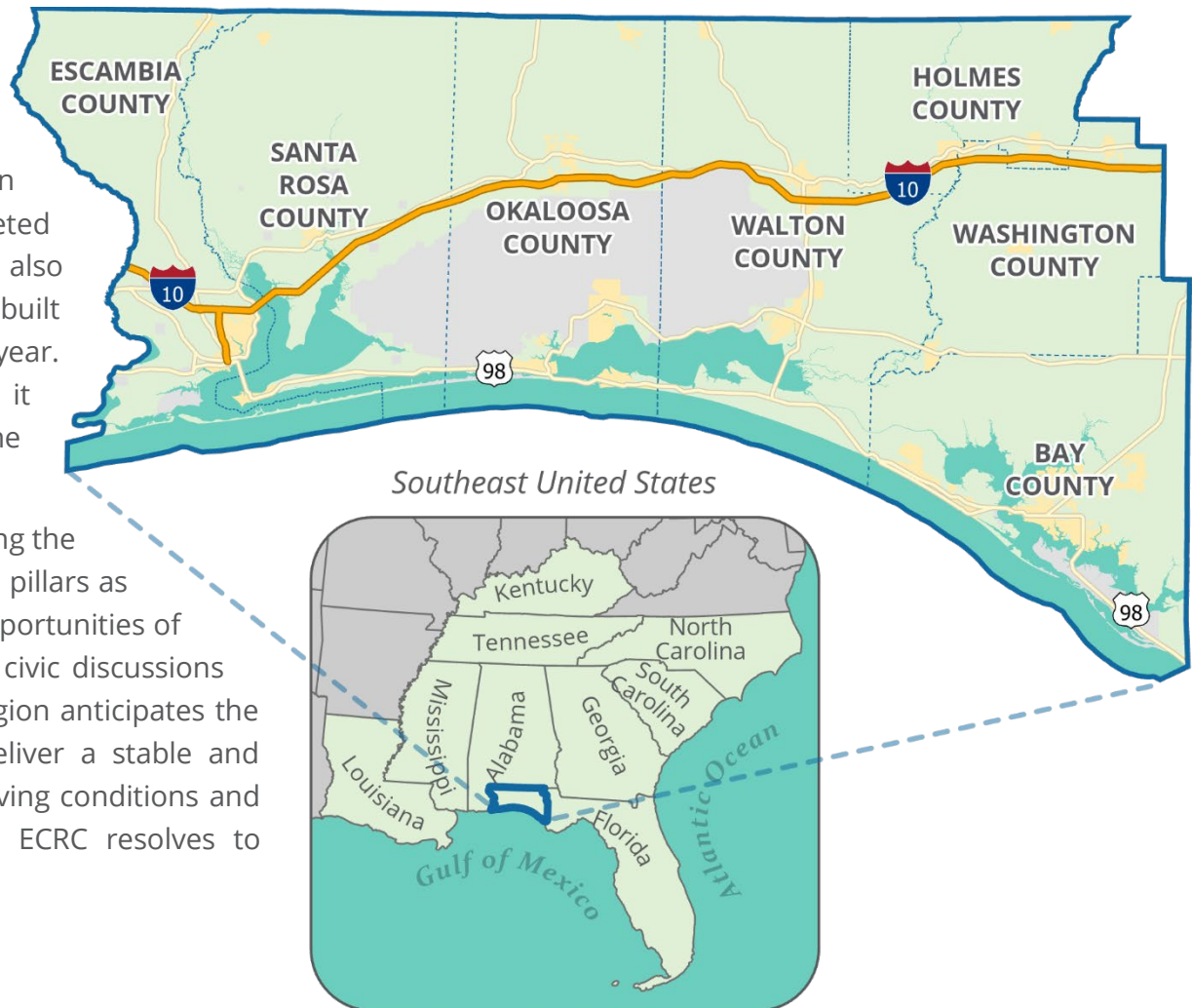
SWOT Strengths, Weaknesses, Opportunities, and Threats
TAZ Traffic Analysis Zone
TBRPC Tampa Bay Regional Planning Council
TIME Transportation Interface for Modeling Evacuations
TPO Transportation Planning Organization
REEF Research Engineering & Education Facility
USDA United States Department of Agriculture
USGS United States Geological Survey
UF University of Florida
UWF University of West Florida

Executive Summary

Since 1964, the Emerald Coast Regional Council (ECRC) has directed planning efforts impacting activities that involve interactions crossing jurisdictional boundaries. In 1995, the ECRC, then known as the West Florida Regional Planning Council, was designated an Economic Development District (EDD) by the U.S. Department of Commerce's Economic Development Administration (EDA). To maintain the status as an EDD and continue receiving grants and technical assistance from the EDA, a Comprehensive Economic Development Strategy (CEDS) is required. This document is updated annually and undergoes major updates (rewrites) every four years to encompass new developments and strategies for the region. An effective CEDS consists of a data-driven participatory process including the multifaceted leadership of a steering committee. The CEDS is also informed by community outreach and partnerships built through the range of ECRC programming during the year. This plan is unique from other regional plans as it focuses on the specific economic conditions of the region.

The CEDS focuses on several different aspects affecting the regional economy. This document draws upon seven pillars as focus areas, reviewing the specific challenges and opportunities of each. With the allied purpose articulated in several civic discussions that informed the creation of this document, the region anticipates the next five years to support secure job creation, deliver a stable and diversified regional economy, and improve overall living conditions and success for residents throughout the region. The ECRC resolves to accomplish the goals of this plan.

Figure 1. Emerald Coast Location



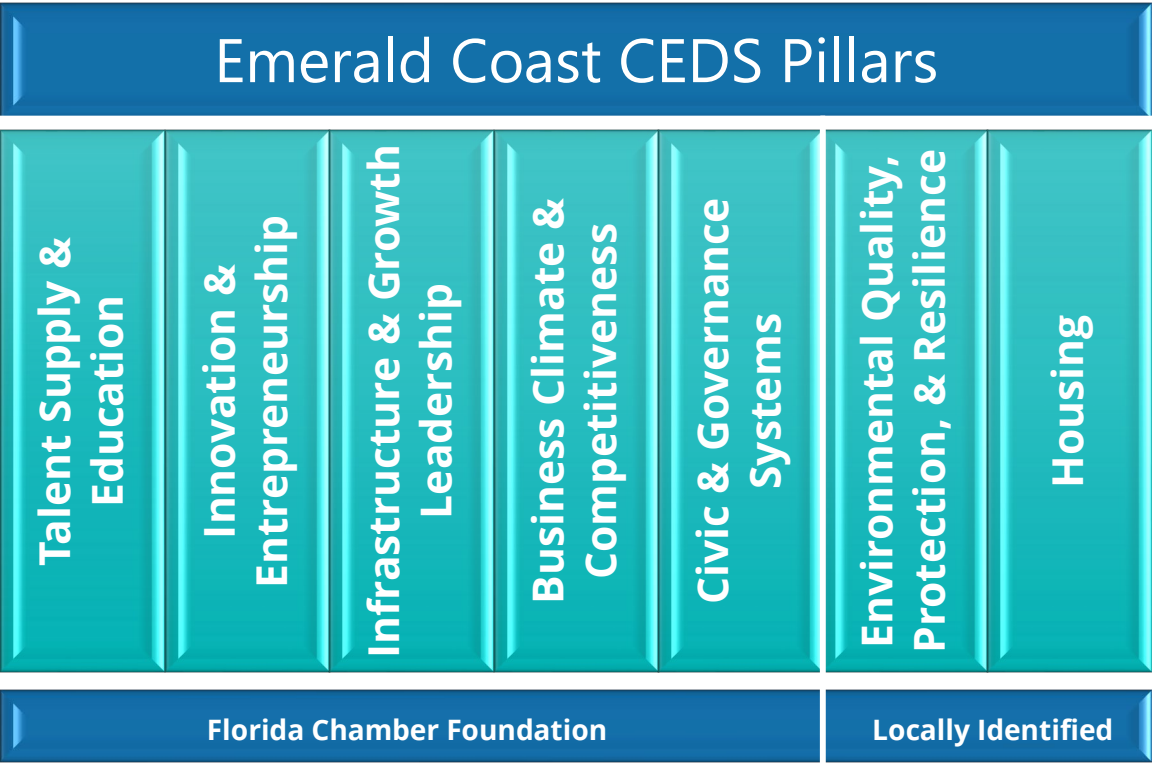
The Pillars

This document focuses on seven pillars – five of which originate from the Florida Chamber Foundation’s “Six Pillars of Florida’s Future Economy” and two which are locally identified pillars. The five pillars from the Florida Chamber include Talent Supply & Education, Innovation & Entrepreneurship, Infrastructure & Growth Leadership, Business Climate & Competitiveness, and Civic & Governance Systems. (The sixth Chamber Pillar, Quality of Life & Quality Places, is addressed throughout this document rather than in a separate section, as each subject plays a critical role in improving the overall quality of life in Northwest Florida.) The two locally identified pillars are Environmental Quality, Protection, & Resilience, and Housing.

The Department of Economic Opportunity’s Florida Strategic Plan for Economic Development also applies the Florida Chamber Foundation’s six pillars statewide with the vision for Florida to be a top performing economy recognized as the world’s best place to live, learn, play, work, and do business. Many cross-cutting strategies align with the Emerald Coast’s regional initiatives to create multimodal, interconnected trade and transportation systems; revise permitting and regulatory processes to meet evolving business needs; and develop vibrant, healthy communities.

The Florida Transportation Plan (FTP) also uses the Florida Chamber Foundation’s six pillars to plan toward collaborative efforts for transportation solutions that support quality places, efficient and reliable mobility, and energy conservation. With a historic role of providing land use review assistance as well as staffing the region’s three transportation planning organizations, the ECRC is distinctively positioned to actualize the FTP’s implementation measure of coordinating transportation and land use decisions.

Figure 2. The Seven Emerald Coast CEDS Pillars



Summary Background

Demographic & Economic Profile of the Emerald Coast Region

The Emerald Coast Region includes seven counties - Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, and Bay. There are two unique characteristics that unite the region, creating a strong sense of place, identity, and pride. These characteristics heavily influence the regional story in terms of workforce, commute patterns, large industry sectors, and infrastructure capacity.

The first characteristic is the U.S. military. The Emerald Coast Region is home to six Air Force and Navy installations, housing over 56,000 military personnel. These include NAS Pensacola, NAS Whiting Field, Hurlburt Field, Eglin Air Force Base, NSA Panama City, and Tyndall Air Force Base. Defense activities generated roughly 186,689 jobs, \$21 billion in gross regional product and accounted for 26% of the region's economy in 2020. (Enterprise Florida, 2022)



The Gulf of Mexico Coastline

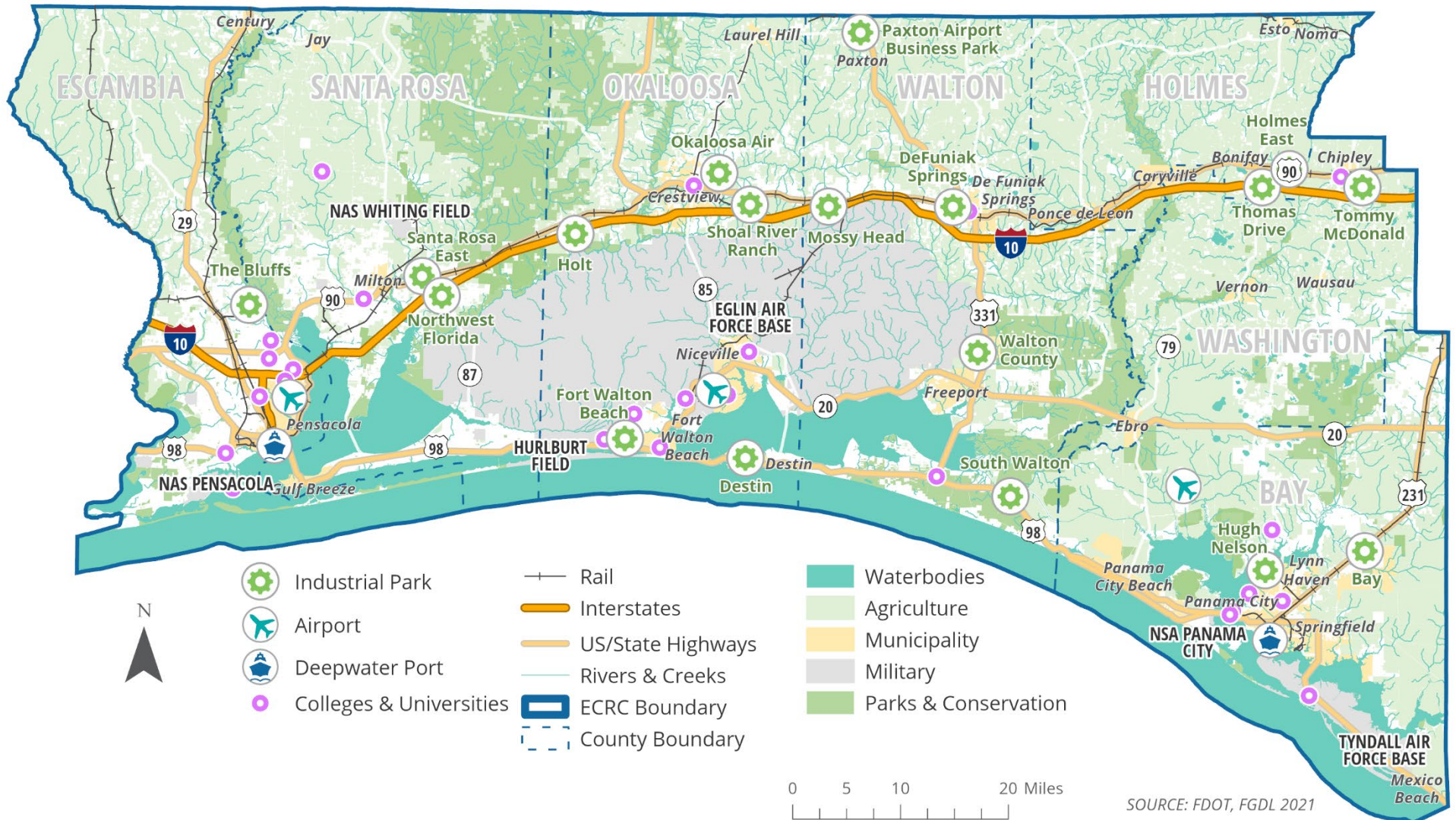
Source: ECRC

The government industry cluster, which encompasses the military, is one the largest clusters found within the Emerald Coast Region. As many of the installations are aviation-focused, the Emerald Coast has a rapidly growing cluster of aerospace and defense-related firms. These companies include 15 aircraft manufacturers, nine aircraft engine and engine parts manufacturers, and nine guided missile and space vehicle manufacturers. While the military's vast presence shows itself mostly through the aerospace and defense cluster, it impacts each industry sector within the region. Any decrease in military spending would certainly cause a ripple effect throughout the regional economy. Considering that risk, it is crucial to evaluate other economic diversification strategies to minimize such a possibility, while continuing to advance plans that build on the region's unique strengths affiliated with defense.

The second major characteristic is the breathtaking Gulf of Mexico, which impacts the region's way of life both environmentally and economically. Five of the region's seven

counties (Escambia, Santa Rosa, Okaloosa, Walton, and Bay) have coastlines along the Gulf of Mexico, drawing thousands of visitors annually which contributes to a bustling tourism and hospitality industry cluster. These same counties also border at least one of several bay systems, including Perdido River and Bay, Pensacola Bay, Choctawhatchee River and Bay, and Saint Andrew/Saint Joseph Bays. The local economies rely on annual revenues from bed taxes as well as other direct and indirect impacts of tourism spending. Unfortunately, there are numerous threats associated with dense coastal development and pollution impacts within the watershed that the region must manage through

Figure 3. Major Features of the Emerald Coast Region



thorough comprehensive resiliency strategies. The health of the watershed, coastal, and riparian ecosystems is pivotal to the overall wellbeing of the region and local economy. Protecting these resources not only helps the region maintain itself as a premiere tourism destination, but also enriches resiliency to natural disasters by protecting the built environment.

With a 2020 Census population of 1,017,065, the Emerald Coast contains roughly 5% of Florida's population. The region's population has increased by 13.2% since 2010. Of the counties, Walton County and Santa Rosa County have seen the greatest increase in population between 2010 and 2020 with a 36.8% and a 24.2% increase respectively. (2010/2020 Census)

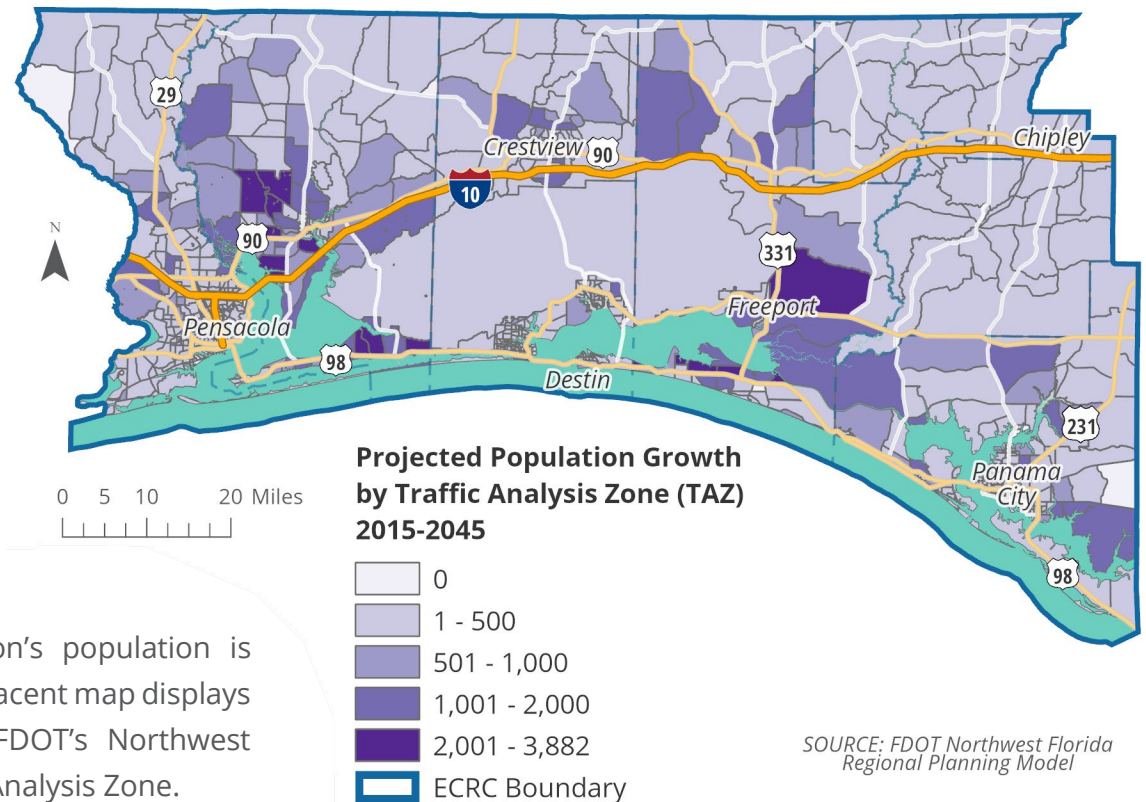
According to BEBR's mid-level projections, the region's population is anticipated to grow to 1,227,000 people by 2045. The adjacent map displays the projected 2015-2045 population growth (from FDOT's Northwest Florida Regional Planning Model) distributed by Traffic Analysis Zone.

The Emerald Coast has a strong percentage of active and able workers with approximately 26.4% of the population between 25-44 years old. This population also serves as a major asset to promote business recruitment efforts. Around 16.9% of the region's population is age 65 or older, uniquely impacting the economy and built environment. This population contributes less to sales and gross receipt tax revenue, more to property tax revenue, and less to all other revenue sources. (ACS 2016-2020)

Within the region, there are three Metropolitan Statistical Areas (MSAs) and 34 municipalities. The largest of municipalities include Pensacola in Escambia County, Crestview in Okaloosa County, and Panama City in Bay County. Holmes, Walton, and Washington Counties are primarily rural, with the other four counties having rural characteristics in the northern portion of their jurisdictions. Commuting patterns establish that rural areas of the region support the employment needs of the coastal areas.

Within the Emerald Coast Region, there are 29,245 business establishments and 366,443 employees (BLS 2020). Of the region's employed population, 62.1% have white collar occupations, 20.6% have blue collar occupations, and 17.3% have service occupations (Esri, 2021). According to the U.S. Bureau of Labor Statistics, the unemployment rate for the region was 5.8% in 2020.

Figure 4. Projected Population Growth by Traffic Analysis Zone, 2015-2045



In the region, the median home value is approximately \$231,019 (Esri, 2021) and the median household income is around \$55,487 (ACS 2016-2020). The expensive real estate market, primarily found along the southern portions of the coastal counties, makes it cost-prohibitive for many retail and hospitality sector employees to afford housing, explaining the longer commute patterns seen from northern areas of those counties. Northern portions of the counties primarily depict the lower range of median household incomes, as shown by the lighter colored census tracts on the adjacent map.

Figure 6 shows the percentages of employees living in the Emerald Coast that are employed within (85.4%) and outside of (14.6%) the Region. The commute patterns of workers crossing county lines

Figure 5. Median Household Income by Census Tract

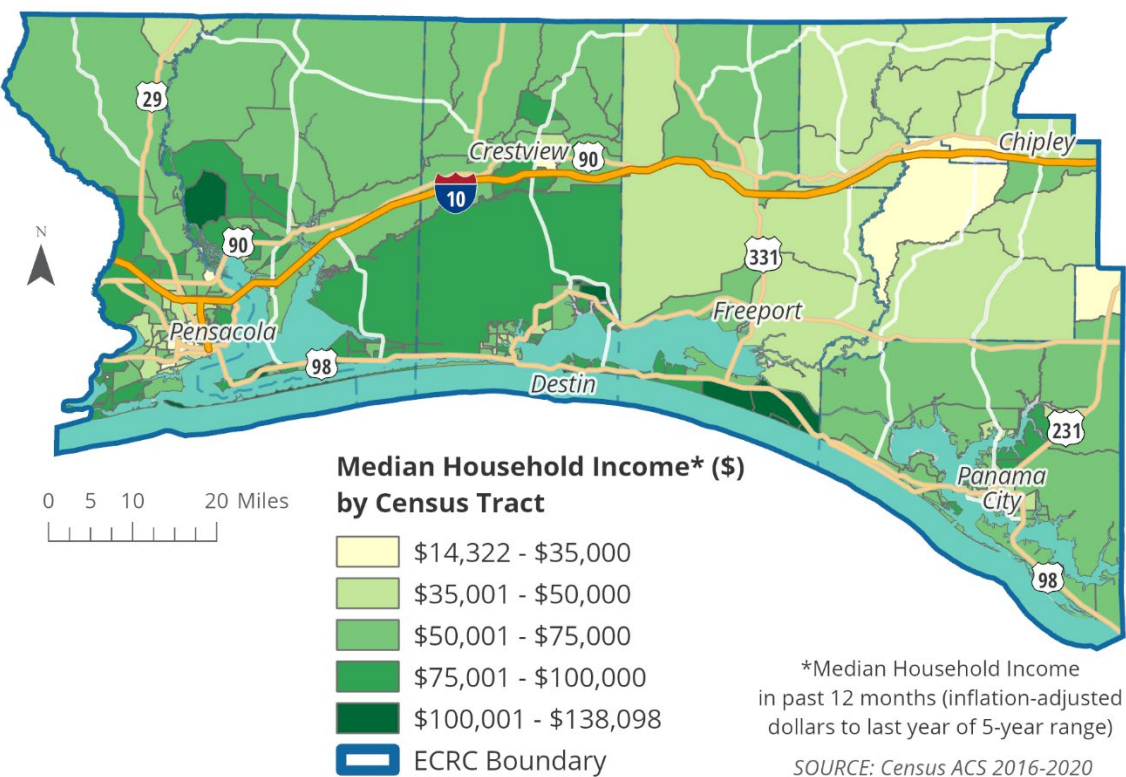
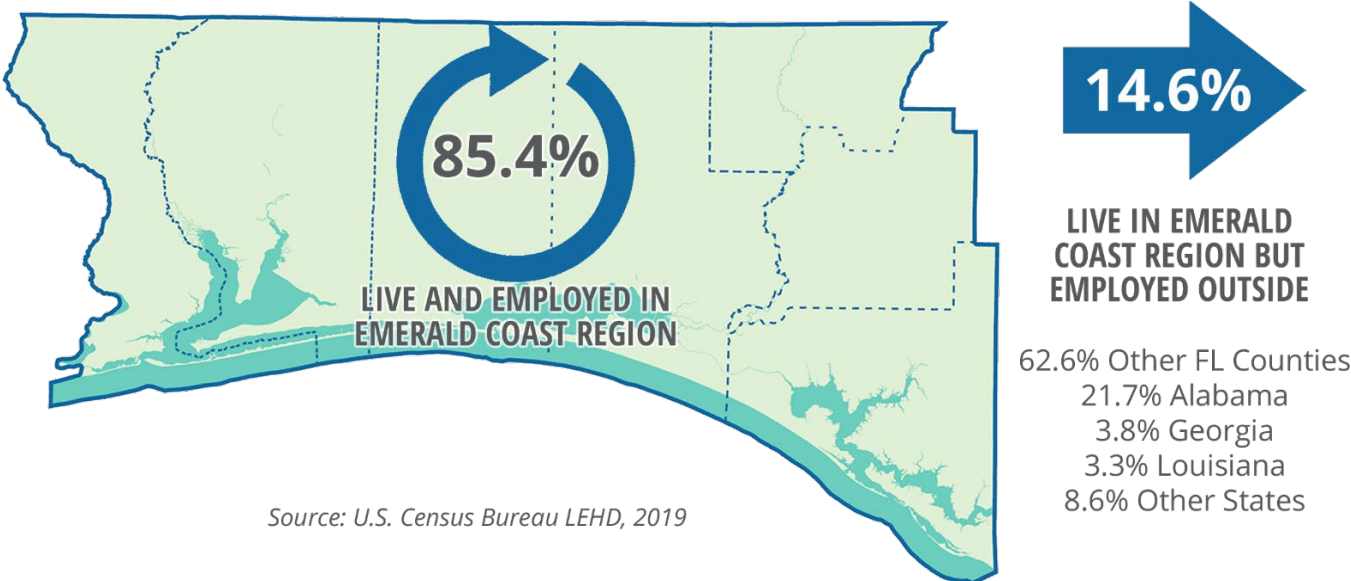


Figure 6. Emerald Coast Commuter Flows



for industry sectors is further broken down in Table 1. Santa Rosa, Holmes, and Washington Counties experience the highest outflow of workers, many of which commute across county lines to serve employment centers in Escambia, Okaloosa, and Bay Counties.

Table 1. Commute Patterns by County and Industry Sector, 2019

	Bay	Escambia	Holmes	Okaloosa	Santa Rosa	Walton	Washington
Worker Inflow	23,656	58,556	1,987	33,606	19,180	15,449	4,216
Worker Outflow	19,804	35,343	5,064	27,921	45,924	13,669	6,936
Net Inflow/Outflow	3,852	23,213	-3,077	5,685	-26,744	1,780	-2,720
By NAICS Industry Sector*							
Agriculture, Forestry, Fishing and Hunting	-0.9%	-0.6%	-1.4%	-1.3%	-0.3%	-1.3%	-0.1%
Mining, Quarrying, and Oil & Gas Extraction	-0.3%	-0.6%	-0.2%	-0.5%	-0.4%	-0.2%	-0.2%
Utilities	-2.3%	1.9%	-1.4%	-1.4%	-1.1%	1.7%	-1.4%
Construction	21.7%	8.9%	-6.0%	4.6%	-5.1%	3.8%	-8.1%
Manufacturing	5.8%	4.2%	-11.5%	7.6%	-7.5%	-4.7%	-4.9%
Wholesale Trade	-1.3%	4.2%	-4.6%	-2.6%	-3.7%	-1.4%	-5.0%
Retail Trade	13.6%	12.1%	-19.7%	14.8%	-9.3%	11.8%	-17.9%
Transportation and Warehousing	-4.2%	-1.0%	-4.6%	-3.7%	-3.9%	-1.6%	-5.2%
Information	-0.7%	-0.2%	-0.9%	0.0%	-0.7%	-1.0%	-1.6%
Finance and Insurance	-0.9%	11.8%	-2.8%	0.4%	-9.8%	-3.8%	-3.3%
Real Estate and Rental and Leasing	4.6%	0.4%	-1.8%	1.7%	-2.0%	9.1%	-3.2%
Professional, Scientific, & Technical Services	5.5%	2.8%	-8.2%	37.7%	-9.9%	-11.5%	7.3%
Management of Companies & Enterprises	-2.3%	1.5%	-0.9%	-1.5%	-1.9%	-1.2%	-1.4%
Administration & Support, Waste Mgt.	13.0%	5.7%	-8.8%	-2.0%	-5.9%	1.3%	-8.6%
Educational Services	1.4%	5.1%	-1.9%	3.7%	-5.7%	-1.8%	-4.8%
Health Care and Social Assistance	12.1%	24.9%	-7.1%	3.6%	-16.8%	-6.2%	-5.9%
Arts, Entertainment, and Recreation	0.2%	-0.8%	-0.9%	2.0%	-1.2%	-0.7%	-0.8%
Accommodation and Food Services	6.8%	8.7%	-13.8%	7.6%	-9.5%	34.7%	-13.0%
Other Services (excl. Public Administration)	-0.5%	3.2%	-2.7%	2.6%	-2.9%	1.3%	-4.0%
Public Administration	-1.9%	1.4%	-0.7%	0.6%	-2.6%	0.9%	3.3%

Source: US Census Bureau, LEHD OnTheMap (2019)

*The industry share of workers either commuting into (green) or out of (red) the county

The Emerald Coast Region's transportation network is a gateway to and from Florida for both people and commercial freight. The network consists of three commercial airports, two deepwater/barge ports, Interstate 10, and Florida Gulf & Atlantic Railroad. Table 2 describes the critical transportation infrastructure within our region.

Table 2. Transportation Infrastructure

Infrastructure	Description	Location
Pensacola International Airport	Owned by the City of Pensacola, this airport offers seven airline carriers and serves over 2.2 million passengers annually. flypensacola.com	Pensacola, Escambia County
Northwest Florida Beaches International Airport	Offers service from major carriers with direct flights to 12 major cities and offers a 10,000-ft runway allowing for the landing of large aircraft. iflybeaches.com	Bay County
Destin-Ft. Walton Beach Airport	Serves over 1.5 million passengers annually with over 50 flights daily. Major carrier include Delta, United, American, Allegiant, and Southwest. flyvps.com	Okaloosa County
Port Panama City	A deep-water port located in a Foreign Trade Zone ranking highest in the country for handling copper. The Port specializes in the flexible shipping of commodities, handling everything from forest products to molasses for shippers and consignees in break bulk or containers.	Panama City, Bay County
Port of Pensacola	This is a deep-water port located in a Foreign Trade Zone that supports import and export operations range from aggregate, cement, lumber, and paper to wind turbine generators. The Pensacola Port currently has approximately 25 acres for additional development opportunities.	Pensacola, Escambia County
Interstate 10	I-10 is a U.S. interstate traversing east/west through six of seven counties in the region. A designated Strategic Intermodal System (SIS) Corridor, it is the main vehicular transportation corridor to Alabama and southern Florida.	Escambia, Santa Rosa, Okaloosa, Walton, Holmes, and Washington County
Florida Gulf & Atlantic Railroad	This railroad runs parallel to I-10, offers connections to Class I CSX and Norfolk Southern rail lines, and is intersected by several short railroads such as Alabama and Gulf Coast Railway (AGR) and Bay Line Railroad (BAYL).	All seven counties

The Strategic Intermodal System (SIS) is Florida's high-priority network of transportation facilities important to the state's economy and mobility. Projects identified on the SIS receive priority for transportation capacity investments and are a crucial focus for implementing the Florida Transportation Plan. A key strategy will be aligning transportation and economic development decisions to increase benefits of strategic investment in the SIS. Facilities in Figure 7 are surfacing as a state interest and encourage an economic opportunity of statewide significance.

Figure 7. Emerald Coast Transportation Network

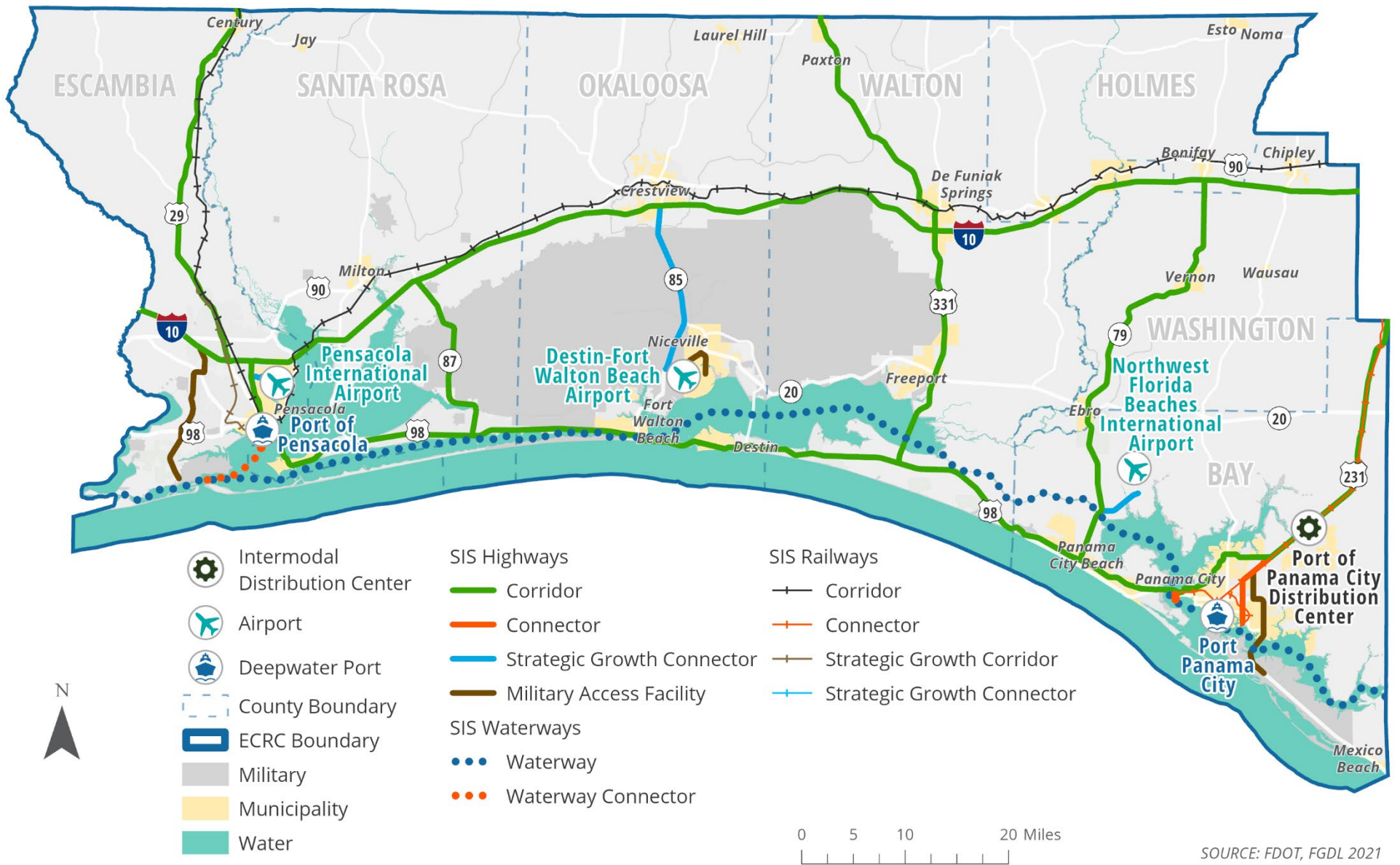
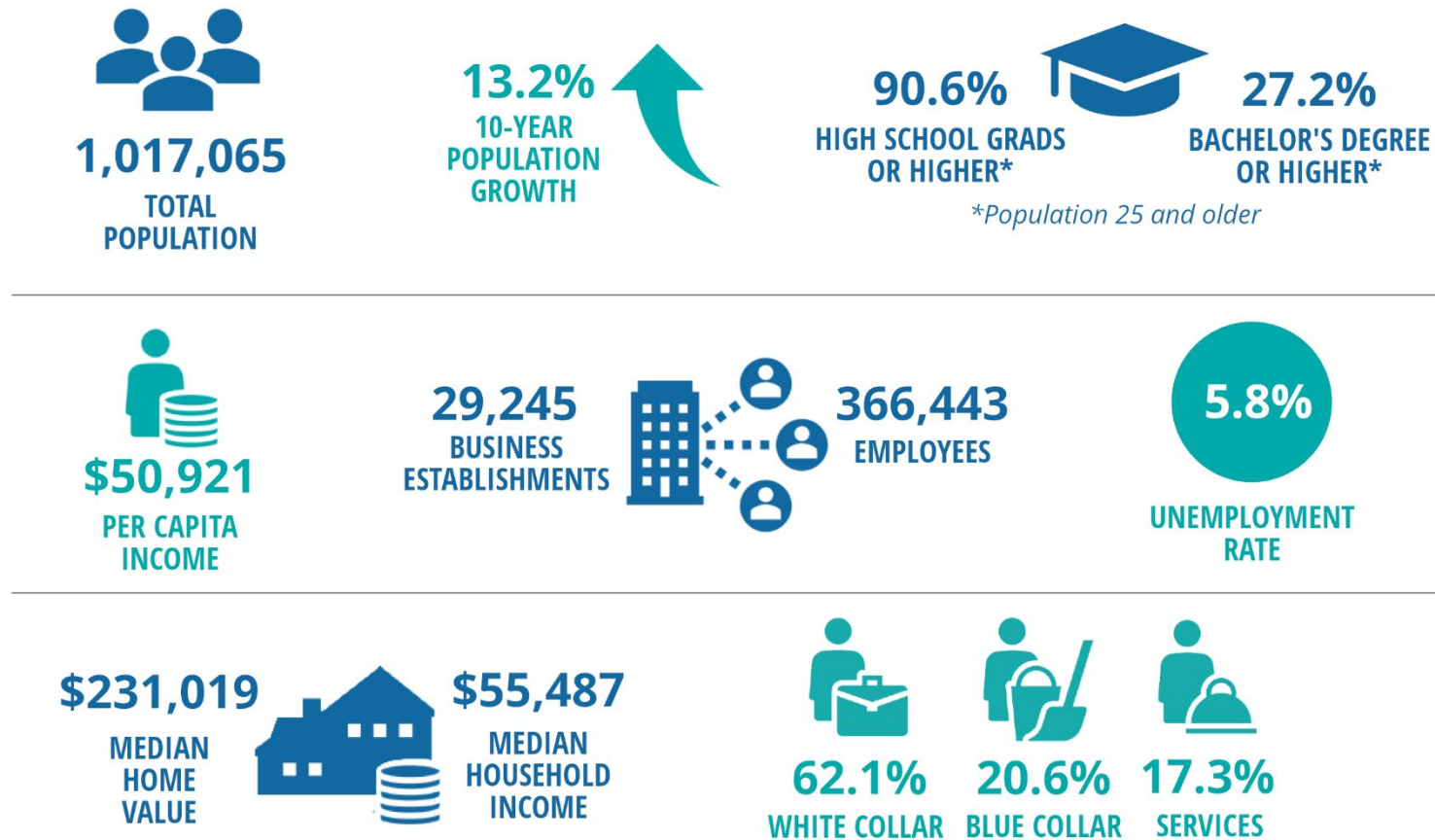


Figure 8. Data Summary



SOURCE: 2020 Census (Total Population, Growth), Census ACS 2016-2020 Estimates (Education, Household Income), BEA 2020 (Per Capita Income), BLS 2020 (Business Establishments, Employees, Unemployment); Esri 2021 Estimates (Home Value, Occupation)

The SWOT & Steering Committee

To gain a clear picture of the region, conducting a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis is critical for the development of the CEDS. The SWOT not only serves as a representation of the region as it currently stands but also as a vision for the future.

As part of the CEDS development, ECRC staff reviewed the previously identified strengths, weaknesses, opportunities, and threats of the region for relevancy to the current state of the region and generated several new overall priorities. Between June and July 2021, the ECRC conducted a SWOT survey of regional stakeholders to gauge priorities in each category. The survey asked four questions related to identified strengths, weaknesses, opportunities, and threats, as well as offered a write-in option for additional feedback. Each question was multiple choice, listing many priorities related to the category, and asked the participant to choose their top five priorities in each category. The ECRC compiled the results and created a SWOT graphic which displays the top five or six priorities within each category to show major takeaways from the survey.

In August 2021, the ECRC held a Steering Committee meeting to discuss the results of the SWOT survey. While most Steering Committee members agreed that the priorities identified were on target, a few concerns were highlighted. The first concern was housing availability. The Committee agreed that while there has been considerable new housing development within the region, there is still a great need for housing at all price points. Without sufficient housing availability in the region, further growth will be stifled, limiting future economic growth opportunities.

Another concern for the region that surfaced during discussion was the lack of childcare options available – an issue not identified by the survey directly. Several members brought up this issue in conjunction with several large incoming business developments that will attract many new workers and their families. To accommodate a large, thriving workforce suited to fit the economic needs of the region, adequate childcare options must be offered for worker families.

Figure 9 depicts the top priorities identified by the SWOT survey and the additional weakness discussed by the Steering Committee.

Figure 9. SWOT Analysis Priorities



STRENGTHS

Natural amenities, beautiful beaches, and an attractive lifestyle

Research and development, testing, talent, and technology development with region's military installations

Transportation infrastructure

Areas of affordable rural land available for industrial/commercial development

Industry specialization assets



WEAKNESSES

Lack of affordable workforce housing

Difficulty attracting skilled talent

Limited/antiquated infrastructure

Regional prevailing wages are not competitive

Lack of a region-wide transportation mobility system

Lack of available childcare programs



OPPORTUNITIES

Strengthening regional economy beyond military and tourism

Investments in public infrastructure

Strengthening cradle to career education system

Intra-regional and interstate partnerships

BP oil spill settlement funds due to economic damages

Expanding demand-driven workforce development initiative able to accommodate large employers



THREATS

External shocks that disrupt the tourism sector

Aging/non resilient infrastructure

Proximity to neighboring states/markets with significant resources to win competitive projects

Inability to align resources beyond traditional geographic boundaries

Potential attacks/disruptions to water/utility distribution

Reduced military investment in the region

Strategic Direction

How will the Emerald Coast Region push toward the economic growth and achievement it hopes to see in the next five years? The basis of this plan is acknowledging that a regional perspective is essential to the Emerald Coast to accomplish its goals, both now and in the future. ECRC



Boats Docked at Palafox Pier in Pensacola

Source: ECRC

and its partners will work to build regionalism through the seven pillars in this CEDS. There is correlation and overlap between many of the goals, strategies, and action steps planned, as the success of one may impact or guide another.

This CEDS identifies distinct leadership coalitions that already exist to promote economic development initiative underscored under each goal. The strategies under each goal are developed to fit the capacity and reach of ECRC and will be carried out through the Implementation Action Plan. As mentioned earlier in this document, the critical goal of resiliency is emphasized in each pillar. To further economic resilience progress, the ECRC will continually seek funding opportunities relating to resilience and diversification projects and programs. Through the identification of these goals and strategies, along with a focus on implementation and outcomes, the Emerald Coast conveys a vision for the best of what this region can be.

COVID-19 Impact

In February 2020, a novel coronavirus began to spread across the United States. In mid-March, the World Health Organization declared the virus a pandemic – what we now know as the COVID-19 pandemic. In response, federal, state, and local governments implemented policies limiting travel. The Centers for Disease Control and Prevention issued guidelines to prevent the gathering of large groups and advised that citizens distance themselves six feet apart or more. On April 1, 2020, Florida Governor Ron DeSantis issued a 30-day stay at home order, closing most of the state's non-essential businesses. While restaurants and other essential businesses continued operation, sit-down service was prohibited, and capacity limitations were put in place. In mid-March 2020, ECRC staff began working remotely to avoid the spread of COVID-19 among employees and has continued to offer this option since.

In July 2020, ECRC contracted with East Central Florida Regional Planning Council (ECFRPC) to analyze COVID-19 impacts in the region, specifically for the Disaster Resilience Plan. While the results have been included in that plan, they have also given us a clearer understanding of how a decline in annual business sales can impact the economy of the Emerald Coast Region.

ECFRPC's analysis focused on six key industries: retail trade; transportation and warehousing; information; arts, entertainment, and recreation; accommodations and restaurants; and other personal services. To determine economic impacts, four indicators were used: total employment, output/sales, personal income, and gross domestic product. Losses were based on the REMI PI+ forecast. The REMI PI+ model estimated that the region could expect to lose approximately 72,000 positions in 2020 due to the pandemic. The region was also expected to lose \$8.6 billion in output and greater than \$2.8 billion in personal income. The Emerald Coast's gross domestic product was to be reduced to 12%, equating to a little more than \$5 billion. Of

the counties in the Emerald Coast region, Escambia, Bay, and Okaloosa were predicted to be the most impacted – accounting for roughly 75% of economic losses in the region. Rather than perceiving these results as a loss of current economic capacity, they should be viewed as potential growth that will never be reached due to the COVID-19 closures.



Walton County Beaches Closed from COVID

Source: NWFL Daily News, 2020

In June 2021, another economic impact analysis was conducted for the ECRC by Tampa Bay Regional Planning Council's (TBRPC) economic impact analyst. This analysis focused on other impacts of the pandemic such as changes in mobility, employment, and taxable sales, unlike the previous economic impact analysis which focused on overall economic losses spurred by the COVID-19 Pandemic.

This most recent economic impact analysis reviewed overall changes in jobs throughout the pandemic through Quarter 1, 2021. Between the peak of the COVID-19 crisis (Quarter 1 and 2, 2020), Emerald Coast jobs decreased by 39,000 (-9%). However, from Quarter 2, 2020 through Quarter 1, 2021, over 50,000 (13%) jobs have returned. Table 4 shows the changes in jobs by quarter and county. As depicted in this table, all counties in the region have approximately 11,643 (3%) more jobs at the end of Quarter 1, 2021 than before the COVID-19 shutdown in Quarter 2, 2020.

Table 4. Change in Jobs by Quarter and County

County	Q1/20		Q2/20		Q3/20		Q4/20		Q1/21		Total Job Change	
Bay	627	1%	-5,036	-6%	4,113	6%	-1,646	-2%	5,969	8%	4,027	5%
Escambia	-307	0.2%	-14,726	-10%	10,124	8%	362	0.3%	5,486	4%	939	1%
Holmes	26	0.4%	-677	-10%	449	7%	34	1%	199	3%	31	0.5%
Okaloosa	1,291	1%	-8,285	-9%	4,860	6%	-1,055	-1%	6,167	7%	2,978	3%
Santa Rosa	-347	-0.4%	-8,223	-10%	5,793	8%	209	0.3%	4,482	6%	1,914	2%
Walton	414	1%	-2,790	-9%	1,571	6%	-268	-1%	2,694	9%	1,621	5%
Washington	20	0.2%	-956	-10%	642	8%	-38	-0.4%	465	5%	133	1%
Total	1,724	0.4%	-40,693	-9%	27,552	7%	-2,402	-1%	25,462	6%	11,643	3%

Source: U.S. Bureau of Labor Statistics, 2020-2021. <https://www.bls.gov/lau/#tables>. From *The COVID-19 Pandemic in the Emerald Coast and Florida: An Economic Impact Assessment*, May 2021.

The analysis also discussed changes in mobility as an economic indicator during COVID-19. Social distancing was highly encouraged to minimize the spread of the virus, and as a response, a major shift in mobility occurred between May 2020 and May 2021. Using cell phone location history data collected by Google Maps and made publicly available by Google, the changes in transit station use along with trips to

Table 3. Summary of Economic Losses Spurred by COVID-19 Pandemic by County

County	Total Employment	Output/Sales	Personal Income	Gross Domestic Product
Bay	-14,931	-\$1,640,000,000	-\$570,000,000	-\$967,000,000
Escambia	-24,148	-\$3,131,000,000	-\$811,000,000	-\$1,847,000,000
Holmes	-487	-\$41,000,000	-\$19,000,000	-\$25,000,000
Okaloosa	-15,027	-\$1,836,000,000	-\$432,000,000	-\$1,096,000,000
Santa Rosa	-9,987	-\$1,111,000,000	-\$641,000,000	-\$664,000,000
Walton	-6,351	-\$714,000,000	-\$336,000,000	-\$424,000,000
Washington	-969	-\$85,000,000	-\$35,000,000	-\$51,000,000

Source: REMI PI+ Florida Counties and Border States V2.4.1, from *Economic Impact of the COVID-19 Pandemic*, prepared for ECRC by ECFRPC, September 2020

retail and recreation, grocery and pharmacy, workplaces, and residential destinations were all tracked. The mobility changes were compared to the baseline month – the normal value for that month calculated by Google based on median values from previous periods before the COVID-19 shutdown. In May 2020, the Emerald Coast saw an overall decrease in mobility. The most notable mobility changes were in visits to parks, workplaces, retail and recreation, and residential destinations. While most counties showed a decrease in trips to workplaces, as well as retail and recreation, trips to parks and residential locations saw an increase, with parks seeing increases as high as 71% in Okaloosa and Walton Counties and increases as high as 9% for residential in Escambia, Okaloosa, and Walton Counties. In May 2021, many counties in the Emerald Coast were seeing increases in mobility to destination categories such as retail and recreation, grocery and pharmacy, parks, and transit stations. While workplaces were still seeing a loss in mobility compared to the base month, there was less of a reduction in May 2021 to this category than in May 2020.

Table 5. Google Mobility Change by Percentage for May 2020 & 2021 in the U.S., Florida, & ECRC Counties

Category	Year	Nation	State	Counties						
		United States	Florida	Bay	Escambia	Holmes	Okaloosa	Santa Rosa	Walton	Washington
Retail & Recreation	2020	-27%	-30%	-0.5%	-13%	*	-8%	3%	-5%	-10%
	2021	-5%	-9%	31%	-0.2%	*	17%	9%	37%	5%
Grocery & Pharmacy	2020	-4%	-12%	-11%	5%	*	6%	11%	8%	16%
	2021	3%	-2%	33%	6%	*	17%	16%	30%	17%
Parks	2020	22%	-26%	45%	62%	*	71%	71%	39%	*
	2021	36%	-7%	93%	52%	*	149%	49%	103%	*
Transit Stations	2020	-38%	-48%	-16%	-19%	*	-26%	*	-3%	*
	2021	-20%	-19%	33%	6%	*	53%	*	34%	*
Workplaces	2020	-37%	-35%	-21%	-27%	-18%	-26%	-26%	-22%	-20%
	2021	-23%	-22%	-9%	-22%	-10%	-16%	-12%	-9%	-10%
Residential	2020	13%	13%	7%	9%	*	9%	9%	6%	*
	2021	4%	4%	1%	3%	*	1%	3%	-1%	*

Source: Google Mobility, 2020-2021. <https://www.google.com/covid19/mobility>. From *The COVID-19 Pandemic in the Emerald Coast and Florida: An Economic Impact Assessment*, May 2021.

*Not enough data

In response to the pandemic, ECRC applied for and was awarded EDA CARES Act funding from the Economic Development Administration (EDA). This funding allowed for a Disaster Recovery Coordinator role to be created within the ECRC. The task of this role has been to encourage a more resilient economy within the region with undertakings such as creation of a small business toolkit aimed at assisting chambers of commerce and Main Streets in offering guidance to local businesses impacted by COVID-19. Beyond the toolkit, other efforts have stemmed from this funding including development of a business continuity webinar to assist small businesses, as well as offering additional technical assistance and GIS services to communities within the region.

CARES Act funds were also allocated to the region through the Florida Housing Finance Corporation in the form of Coronavirus Relief Funding (CRF). The ECRC administered those funds for Jackson, Washington, Holmes, and Walton counties. The funds were used to aid COVID-19 impacted households with rental, mortgage, and utility payments.

Opportunity Zones

The Opportunity Zone Program was created by the Federal Tax Cuts and Jobs Act of 2017 to encourage businesses, developers, and financial institutions to invest in low-income census tracts, focusing on economic development and job creation. The census tract areas were designated as Qualified Opportunity Zones by the U.S. Department of Treasury in 2018, and are found in all 50 states, five territories, and in the District of Columbia. Florida has 427 Qualified Opportunity Zones with 15 located in the Emerald Coast region. The nomination process for Florida involved reviewing over 1,200 recommendations submitted by local governments, regional planning councils, nonprofits, developers, investors, and other entities. The final nominations were based upon comprehensive review and statistical analysis of population, poverty, unemployment rates, and other economic indicators within the proposed zones.

Challenges of Opportunity Zones

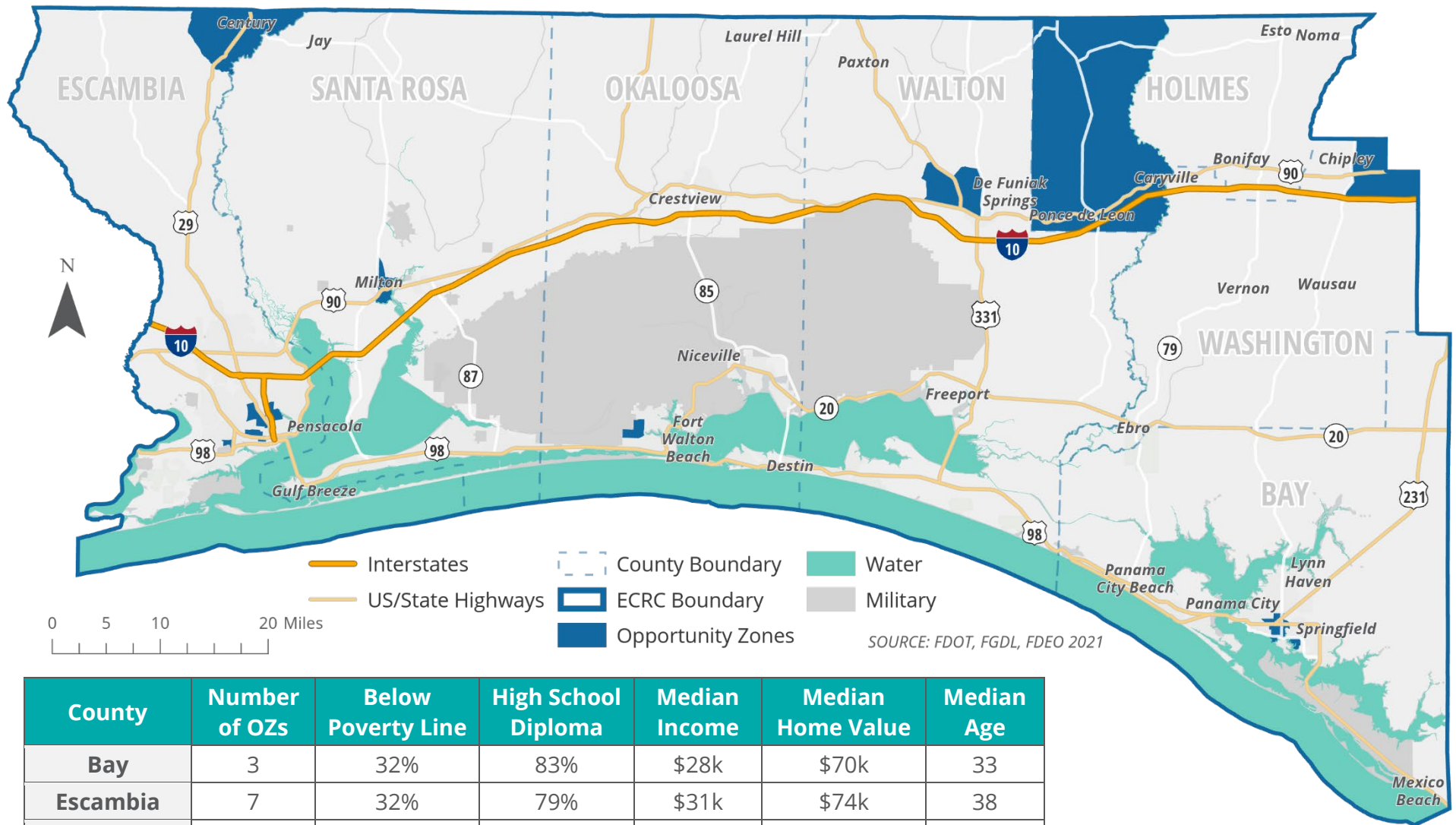
One of the primary issues the opportunity zones face, particularly in more rural counties such as Holmes, Washington, and Walton, is location. For example, Okaloosa County's lone opportunity zone is adjacent to the Fort Walton Beach Commerce & Technology Park. It does not, however, include the park itself nor any industrial land and is primarily residential, rendering the land difficult to develop. Pensacola's opportunity zones (Escambia County) are also mostly located in residential areas with minimal multifamily and commercial areas within. To develop these spaces would require the purchase of many individual properties, potentially making it difficult to leverage the benefits of this program. In Walton and Holmes Counties, opportunity zones are in rural areas too far from municipalities to thrive, despite incentives offered by the Opportunity Zone Program. In Century (Escambia County), the designated opportunity zone has more property available for development, however, the limited population creates a higher financial risk beyond the tax benefits.

Strategies & Solutions

While there are limited options for solving the location issues of established opportunity zones within our region, there are other considerations to be made for ensuring that opportunity zones benefit the overall economy as well as the residents within the zones.

To further enhance economic development within the Emerald Coast's opportunity zones, critical conversations must occur. Community stakeholders, local government leaders, investors, and developers must get on the same page and work together to engage responsibly with this tool. The economy created by these zones should not only benefit the region at large, but the residents within the zones. In some cases, opportunity zones have experienced a cultural and economic disconnect between investors and the communities they are targeting. To balance these priorities, there must be strategic engagement, collaboration, and inclusive planning to establish incentives and guardrails for investment; strategies for gathering metrics on community impact; and reporting on outcomes in an accessible and transparent manner. It is important to consider the impact investments could have on these communities beyond bringing in economic value.

Figure 10. Emerald Coast Opportunity Zones



County	Number of OZs	Below Poverty Line	High School Diploma	Median Income	Median Home Value	Median Age
Bay	3	32%	83%	\$28k	\$70k	33
Escambia	7	32%	79%	\$31k	\$74k	38
Holmes	1	20%	80%	\$44k	\$94k	46
Okaloosa	1	17%	90%	\$51k	\$214k	39
Santa Rosa	1	21%	89%	\$39k	\$95k	35
Walton	1	22%	81%	\$37k	\$110k	40
Washington	1	30%	84%	\$37k	\$92k	34

SOURCE: OpportunityDb
(Census ACS 2015-2019 Estimates)

Economic Resilience

To promote a prosperous regional economy, the region's economic base must be able to prevent, withstand, and rapidly recover from major shocks such as natural disasters, pandemics, and manmade events. While some definitions of economic resilience focus on the ability to quickly recover from a disturbance, our regional definition should consider three attributes: the ability to swiftly recover from an event, the ability to withstand an event, and the ability to avoid an event overall. Establishing true economic resilience within a regional economy depends on the area's ability to anticipate risk, evaluate how a risk may impact key assets, and build a responsive capacity. The ECRC has taken on several projects to address different aspects of creating regional economic resilience. While economic resilience is addressed specifically in this section, it is also woven throughout each pillar with strategies related to economic resilience found within each.



Ponderosa Drive in Pensacola following a heavy rain event

Source: Katie King/PNJ (2014)

Resilience Plan

In 2018, the ECRC was awarded an EDA Disaster Supplemental grant for the development of an economic resilience plan for the region. To help inform the plan and ensure relevancy to the region, ECRC undertook a series of community engagement events. These events included the Economic Recovery and Resilience Workshop (March 2019); Business Assessment Survey (February 2019-March 2020); and Disaster Recovery Planning, Technical Assistance, and Grant Writing. These efforts served to engage the community in conversations related to long-term economic recovery and resilience, as well as determine local recovery needs, particularly in the wake of Hurricane Michael. These events guided the creation of the Emerald Coast Regional Economic Resilience Plan.

Completed in 2020, the Emerald Coast Regional Economic Resilience Plan serves as a post-disaster recovery blueprint and follows elements from FEMA's National Disaster Recovery Framework in addition to critical components of its Long-Term Recovery Planning Process. The Plan roughly follows some of the pillars found in the CEDS, as well as a few other locally identified subjects, and expands on opportunities and risks in each category. As well as identifying regional assets, the Plan also recognizes and prioritizes projects, programs, and actions that encourage and accelerate economic and social recovery while creating a resilience and post-disaster vision. The Plan discusses past natural disasters such as Hurricane Michael and the current COVID-19 pandemic, as well as the related fiscal impacts. To offer a deeper dive into the fiscal impacts, the Economic Resilience Plan includes an economic impact analysis of "Hurricane Impacts in Northwest Florida" conducted by the University of West Florida's Haas Center, as well as an economic impact analysis of the effects of the COVID-19 pandemic on the regional economy. The Plan also includes HAZUS mapping of deterministic and probabilistic hurricanes in the region, best practices and strategies, and information on the community engagement process as previously mentioned.



Hurricane Michael damage in Mexico Beach

Source: ECRC, 2018

Business Toolkit for COVID-19 Impacted Businesses

In 2020, ECRC was awarded a grant from the EDA CARES Act funding the position of Disaster Recovery Coordinator. This position focuses on assisting local governments and other regional entities with identifying potential resiliency, mitigation, and economic recovery projects that could be implemented, as well as offering technical assistance to those entities. As part of this effort, ECRC created a toolkit for small businesses with the intent to aid with COVID-19 response and recovery. The resources in the toolkit include general small business resources, business continuity planning links, reemployment and unemployment resources, business loan information, FAQs on COVID-19, health trackers, impact surveys, regional health department contact information, vaccination information, grants and short-term compensation availability, and several other resources related to the COVID-19 pandemic.

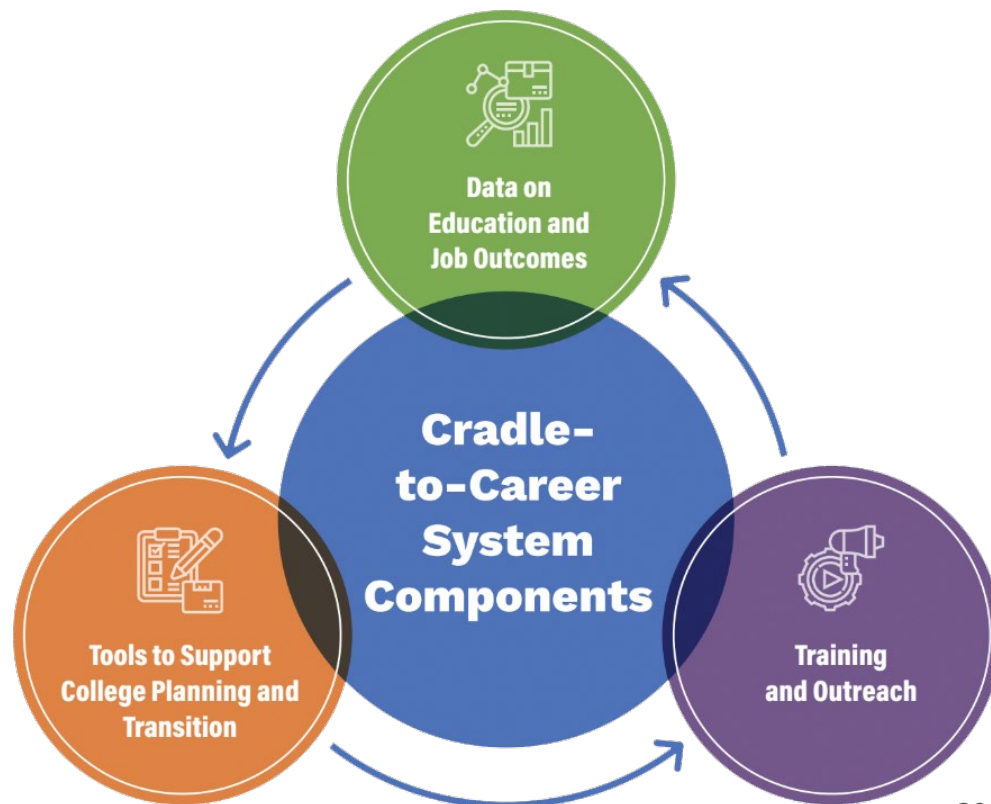
Business Continuity Workshop

To promote a strong regional economy, businesses must be prepared for any disruptions to operations that may occur. Living in a region that regularly experiences the threats and destruction of hurricanes, tornadoes, and flooding, and is now experiencing a global pandemic, business continuity efforts are more important than ever, and continuity plans have proven to be vital for the survival of small businesses. According to FEMA, 40% of businesses do not reopen after a disaster and another 25% fail within one year, rendering continuity planning invaluable. As part of the Disaster Recovery Coordinator Role, the ECRC, in partnership with FloridaMakes, hosted a virtual workshop on business continuity planning for small businesses. The workshop was a two-part series with the first part outlining the importance of business continuity in relation to disaster recovery and resilience, followed by a separate presentation explaining how to craft a continuity plan for small businesses.

Talent Supply & Education

Goal: Support educational programs, activities, and partners which encourage development of programs and opportunities that will meet the region's educational and workforce needs.

Northwest Florida's public schools have a wide array of options and programs with a career focus in K-12 and beyond. Most of the Emerald Coast's counties have a higher graduation rate than the state average, which assists in maintaining a good quality of life and attracting families to relocate or stay within the region. This also assists in preparing to allow successful businesses to locate and expand within the Emerald Coast region, as it is important to plan for the workforce to meet current and future market needs. Escambia County is working toward a newer program, Cradle to Career (C2C), which assists children and families with

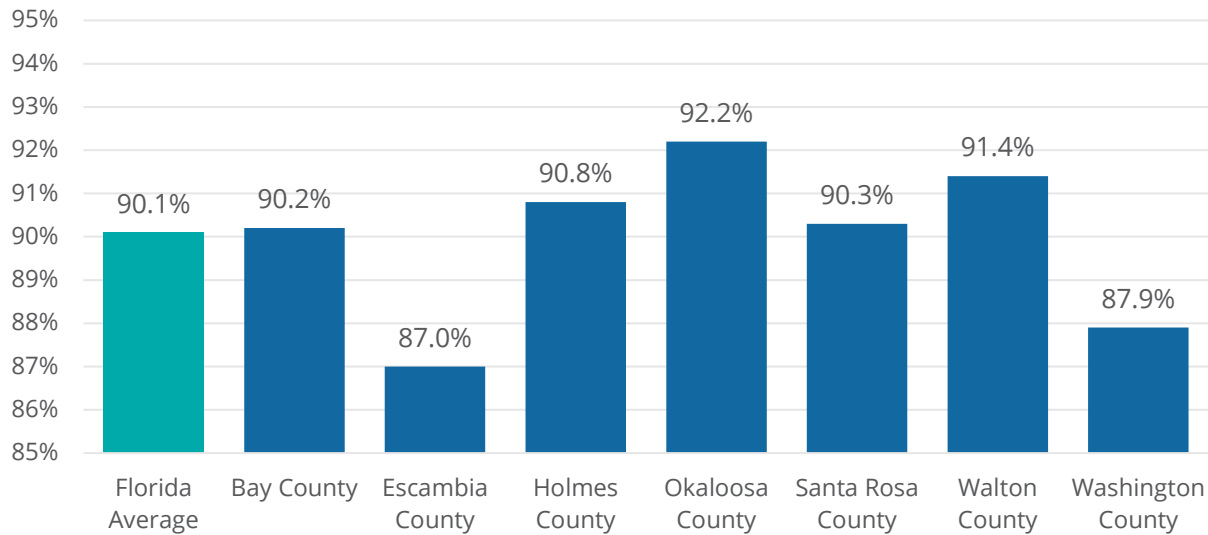


School Children with ipads

Source: Wikimedia Commons

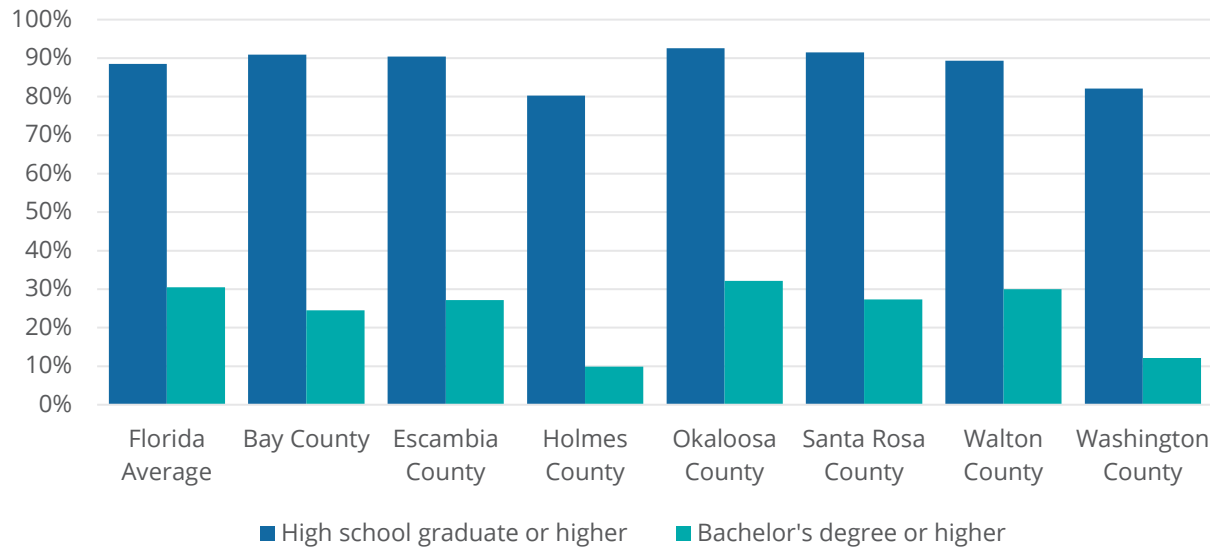
financial and educational tools to aide with developmental screenings, kindergarten readiness, elementary school success, high school achievement and graduation, college or trade school graduation and beyond. Other programs in the region include CHOICE (Career High Skill Occupational Initiative for Career Education) and Career Academies. The region should continue to promote programs that improve equitable access to specialized curricula, ensuring students of all socio-economic levels have equal opportunities.

Figure 11. High School Graduation Rates



SOURCE: 2020-21 Florida Department of Education (FDOE) as of 02/08/22

Figure 12. Educational Attainment (25 years and older)



SOURCE: 2016-2020 American Community Survey 5-Year Estimates

Educational institutions like the University of West Florida (UWF) in Pensacola are producing degrees and innovative environments to respond to regional employment needs like engineering, logistics, and healthcare. Technical schools like Tom P. Haney College in Panama City and Emerald Coast Technical College in DeFuniak Springs are aligning their curriculums with the manufacturing, construction, and technology skills needed in the region like plumbing, pipe fitting, welding, aviation mechanics, marine service, and computer systems information. Some technical schools in the region are now offering dual enrollment classes to high school students as well.

With seven military installations across the Emerald Coast region, military spouses and former military entering the workforce are huge assets. Employ Florida works with local Career Source Centers to help transitioning military with training and entering the civilian workforce. This process bridges the skills developed in the military to the needs of the local labor market. If local firms can access existing talent and provide second-career opportunities in the region, then more high-skilled retired military personnel will choose to continue their civilian life in Northwest Florida. An example of one of the region's programs is Career Source Okaloosa Walton (CSOW). CSOW has a specialized program comprised of

veteran staff that works closely with the military installations and attends a briefing for separating military personal. They also specifically work with former military, providing them with training or connections needed to place them within area businesses. Also, many of the local career centers work with military spouses on resumes, interviewing, and referrals in a one-on-one environment that assists with job placement in a new community.

Military installations also serve as a catalyst for attracting clusters of research activity, defense contractors, and aviation and aerospace-related companies and suppliers. Universities like Florida State's Panama City Regional Campus is a nationally recognized Tier-1 research institution. FSU Panama City has a mission to create opportunities by providing access to high-quality undergraduate and graduate programs with the assistance of research through military and business partners.

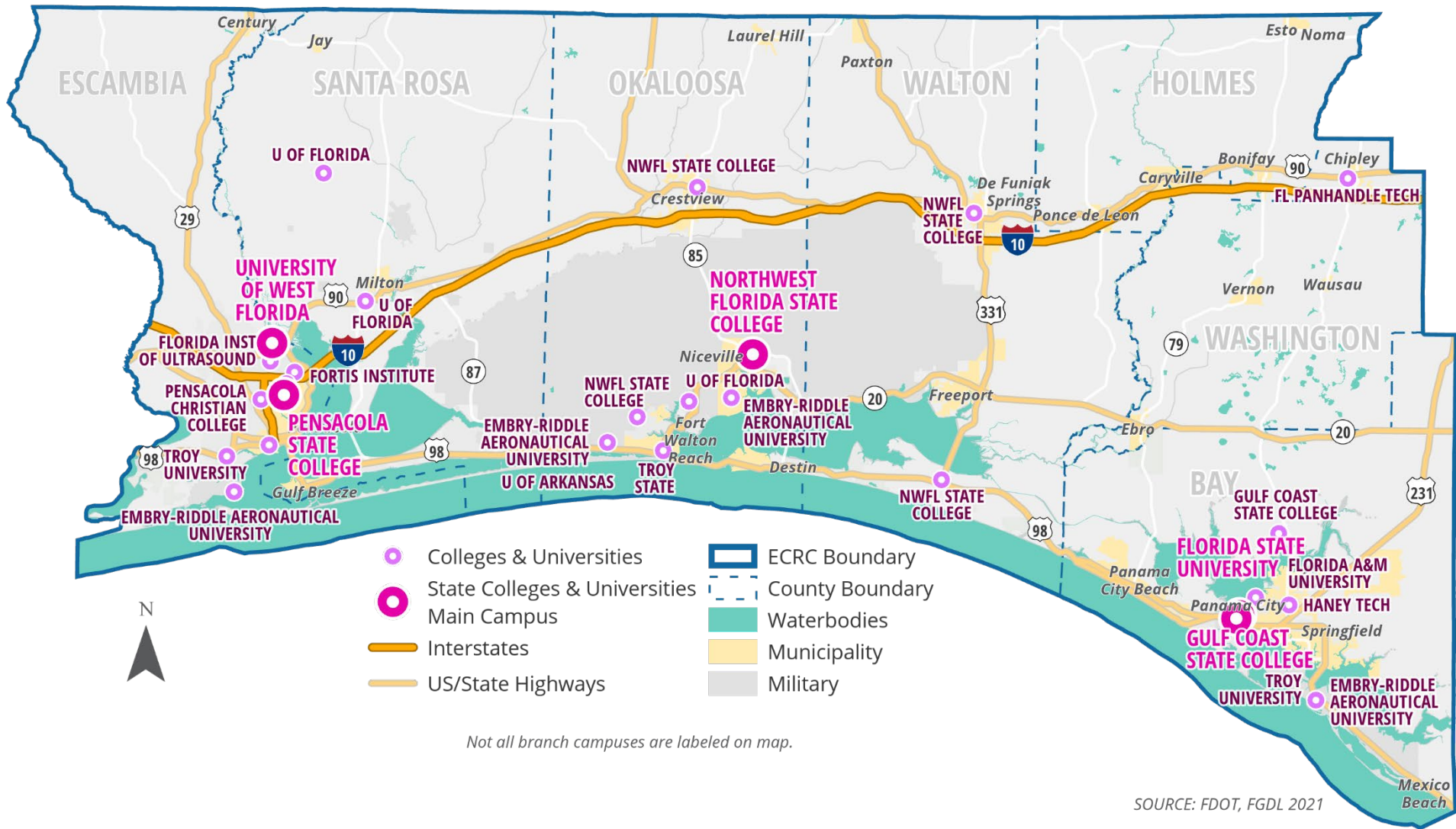
Local workforce development boards and educational institutions and their boards are inherently programmed to take the lead on talent supply issues. The Emerald Coast Regional Council will support these initiatives through regional transportation and the impact on supply like commute patterns and employee transportation reliability.

The Emerald Coast Regional Council will also continue to have a seat at the table in supporting the region's military installations, workforce boards, Economic Development Alliance (EDA) and Chambers of Commerce.

Key Strategies

1. Assist partners throughout the region in maintaining and creating the specialized educational programs and training to meet the region's ever changing business needs.

Figure 13. Emerald Coast Colleges and Universities



Innovation & Entrepreneurship

Goal: Encourage innovation and foster robust entrepreneurial ecosystems to drive economic growth.

A healthy entrepreneurial ecosystem has a balance of talented human capital, support systems, funding and customers, and policies and cultural norms that encourage innovation and business startups. When entrepreneurs have access to these components, they have a better chance of growing innovative small businesses into successful firms, thereby increasing the productivity, income, employment, and well-being of a region.

According to Stats America's "Innovation Intelligence" metrics, the Emerald Coast Economic Development District (EDD) has moderate relative Innovation Capacity. It ranks **#71 out of 393** U.S. Economic Development Districts. The index includes five major components, organized into innovation inputs and outputs, to measures both innovation capacity and innovative outcomes.



The Spring Entrepreneur Hub in Pensacola

Source: The Spring, 2021

Table 6. Emerald Coast Economic Development District's Innovation Indices and Ranking

Innovation Inputs <i>Factors, influences, or conditions that promote innovation and create knowledge</i>	Index	Core Indices*	Rank <i>(out of 393 EDDs)</i>
 Human Capital & Knowledge Creation Suggests the extent to which the population and labor force are able to engage in innovative activities	129.9	• Educational Attainment • Knowledge Creation and Technology Diffusion • STEM Education and Occupations	67 A moderate level of human capital and knowledge creation
 Business Dynamics Gauges the competitiveness of a region by investigating the entry and exit of individual firms	144.7	• Establishment Formation • Establishment Dynamics	53 A high level of business competitiveness
 Business Profile Measures local business conditions and resources available to entrepreneurs and businesses	104.8	• Venture Capital Dollar Measures • Venture Capital Count Measures • Foreign Direct Investment Attractiveness • Proprietorship	125 A moderate relative availability of resources for entrepreneurs and businesses
Innovation Outputs <i>Direct outcomes and economic improvements that results from innovation inputs</i>	Index	Core Indices*	Rank <i>(out of 393 EDDs)</i>
 Employment & Productivity Describes economic growth, regional desirability, or direct outcomes of innovative activity	119.7	• Industry Performance • Industry Cluster Performance • Gross Domestic Product • Patents • Job Growth to Population Growth Ratio	109 A moderate level of positive outcomes from existing economic activity
 Economic Well-Being Explores standard of living and other economic outcomes	119.4	• Residential Internet Connectivity • Compensation	166 A moderate standard of living

SOURCE: StatsAmerica, Innovation Intelligence

*For a full list of measures included within each core index, please visit <https://www.statsamerica.org/innovation/ii3.aspx>.

Of the five components, the Emerald Coast ranks the highest in Business Dynamics, followed by Human Capital and Knowledge Creation. This indicates a skilled and growing workforce in the high-tech and creative industries, along with growth in number of new business establishments, particularly small high-tech firms, and associated jobs. The Region's high rank is attributed to a relatively high level of population growth for ages 25-44 (the prime working-age population most likely to engage in innovative technologies), educational attainment, and university-based knowledge spillover.

All state colleges and universities within the Region offer entrepreneurial and/or business development programs, many of which invite local, successful small business owners to serve as mentors and educators. In addition, the University of West Florida offers the Veterans Florida Entrepreneur Program – a free of charge course for veterans or active-duty members nearing discharge that helps them transition back to civilian life and develop business plans.

Academic research and development (R&D) positively influence new business formation and innovation through “knowledge spillover” as it can spread, uncompetitively, throughout the region. Traditional and advanced manufacturing firms can also be sources for exciting process innovations and product patents, and likewise can benefit from being connected to R&D and entrepreneurial resources available in the region. Access to R&D opportunities can spark collaboration in new business formation, which builds the region's productivity.

The presence of entrepreneur hubs, business incubators and accelerators, and cowork spaces has also grown within the Region, particularly in Pensacola and Panama City. Active founder communities (such as the Studer Community Institute in Pensacola) and events like EntreCon (Pensacola) and the ITEN WIRED Summit (Panama City) are further evidence of the region's support for entrepreneurship and innovative business creation.

Gulf Coast State College's Business Innovation

Gulf Coast State College's Business Innovation Center (BIC), located in Panama City, fosters entrepreneurship and innovation and helps take businesses from inception to realization. “The BIC provides a supportive environment for start-up businesses increasing the probability of success, as well as seeks to provide the ideal blend of business opportunities, resources, and synergies to enhance entrepreneurial development for expanding businesses or organizations that may be interested in relocating to Northwest Florida.” The Center's programs include discovery sessions, business assistance, guidance and mentoring, networking to capital, and technical resources.

SOURCE: www.gulfcoast.edu



Of the Innovation Index components, the Emerald Coast ranks lowest in Business Profile, indicating that local business conditions and resources may be lacking for new businesses and entrepreneurs. The low rank is attributed to a low amount of venture capital dollars flowing into the Region, as well as lack of rural internet access and relatively low proprietor incomes. So while the Region is supporting entrepreneurship and business creation, it is not necessarily supporting their retention.

Support services and infrastructure necessary for new business development, growth, and retention are primarily concentrated near the populated areas of Pensacola, Destin/Fort Walton Beach, and Panama City. There is a need to expand these services and infrastructure to rural areas, and cultivate untraditional industries such as eco-friendly product manufacturing, local food products and distribution, and historic and/or eco-tourism.

The CEDS seeks to improve competitiveness by focusing on strengthening support for new and expanding businesses, improving prospects for business longevity by assisting with emergency needs and technologies, and ensuring access to venture capital. The ECRC will use its resource partners to leverage grant and loan funding to introduce more capital into the regional entrepreneurial landscape.

Key Strategies:

1. Develop the region's entrepreneurial hubs and connect them with industry clusters, assets, services, networks, facilities, tools, and expertise in order to facilitate business creation and retention.

Infrastructure & Growth Leadership

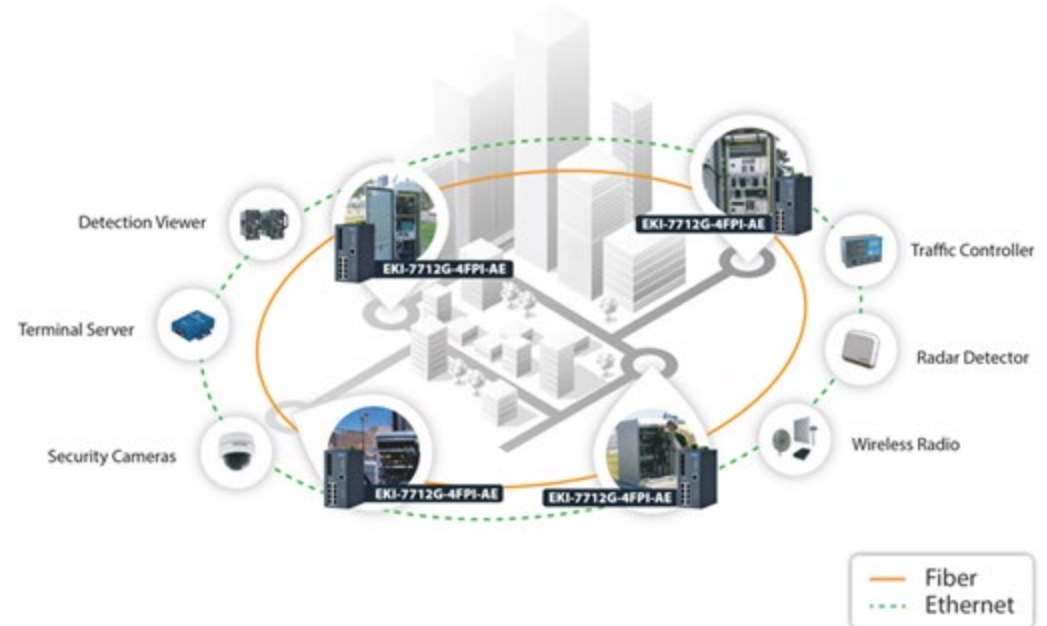
Goal: Ensure the Emerald Coast's Economic Infrastructure is state of the art and connects communities in every part of the region.

Public infrastructure includes facilities, structures, equipment, and services that are essential to the region's economy and quality of life. Encompassing transport, energy, water, and information technology, infrastructure truly is the lifeblood and connected system that keeps the region thriving. Therefore, the region must attract state, local, and private investments in infrastructure to sufficiently meet the expanding needs of a healthy economy. The region needs modernized infrastructure that facilitates the efficient movement of goods, energy, information, and people. This infrastructure facilitates a well-educated population and workforce; supports a robust economy with reliable, multi-modal transportation systems; and provides sound water and waste management systems.

Embracing Transportation Technology

The efficient flow of people, goods, and services into, out of, and within the region is critical to sustain the population growth occurring in an expanding economy. Our human capital – over one million people – must be able to get to and from daily commitments of school or work efficiently with equitable and dependable access to educational and career opportunities. Roadway construction is extremely expensive and additions to the transportation network should be utilized primarily to connect current activity nodes to further integrate the region and help manage sprawl. Working smarter and utilizing modern technology can greatly improve the user experience on the existing network. Intelligent Transportation Systems (ITS) and Advanced Traffic Management Systems (ATMS) improve transportation safety and mobility, and enhance productivity using advanced communications, sensors, and information processing technologies. The technology integration will improve the experience of not only the traveling public, but economically essential freight users.

Figure 14. Advanced Traffic Signal Management



Water Wealth

The region possesses a close connection to its water resources, whether it be the mighty Gulf of Mexico, the many rivers that traverse the area, or the Floridian aquifer that provides drinking water for the population. Long-term viability of commercial water transport and the health of the region's ports is critical to the larger freight network. Maintaining and improving our water transportation network is key to expanding the growth of manufacturing in the region. Water and sewer infrastructure is also a critical need in areas that still utilize well and septic systems. Upgrading infrastructure is important to support existing development and capture new commercial and industrial opportunities.

Bridging the Digital Divide

There are many areas in the region that still do not have reliable access to wireless internet, as indicated on the following map. Broadband internet access is key to attracting and retaining job-creating businesses, while also broadening telework opportunities. Federal and state programs have recently recognized the importance of providing quality internet access, especially in rural areas, therefore it is important to take advantage of these opportunities and determine what type of broadband investment works best for local communities.

Key Strategies:

- 1. Plan, advocate for, and create a modern infrastructure network to support a competitive economy.**
- 2. Promote a regional approach to the multi-modal transportation system for people, goods, and services.**

FHWA Resiliency Pilot Project: Barrier Island Roadway Overwashing from Sea Level Rise and Storm Surge: US 98 on Okaloosa Island

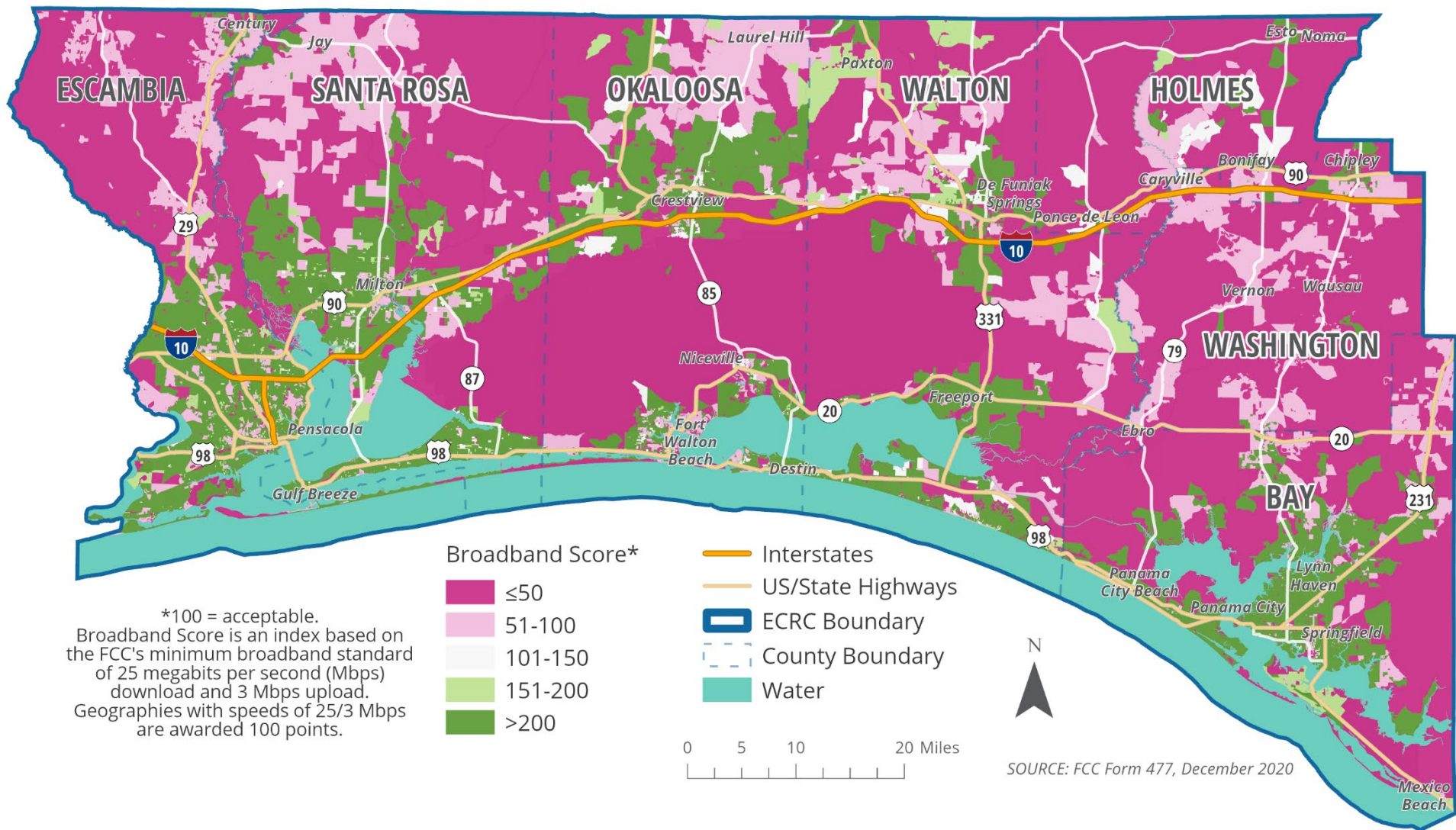
The Federal Highway Administration (FHWA) has partnered with State Departments of Transportation (DOTs), Metropolitan Planning Organizations (MPOs), and others to develop and deploy resilience solutions to current and future extreme weather events, reducing future maintenance costs over the full life-cycle of transportation assets. In this assessment, the research team investigated an engineering adaptation to increase the resilience of a coastal highway to storm events in rising sea levels. Specifically, this assessment evaluated a Florida Department of Transportation (FDOT) critical coastal roadway with a buried sheet pile wall and gabions along the shoulder. The sheet pile wall and gabions were installed as a countermeasure to reduce roadway erosion from overwash during storm events.

SOURCE: www.fhwa.dot.gov/environment/sustainability/resilience



Photo Source: FDOT

Figure 15. Federal Communications Commission Broadband Score by Census Block



Business Climate & Competitiveness

Goal: Bolster the Emerald Coast economy by recruiting new businesses and promoting the expansion of existing businesses.



The City of Pensacola receives an EDA Grant for Hangar Expansion

Source: ECRC, 2019

The Emerald Coast Region has a notable military presence, as well as a natural environment conducive to tourism – both of which attract numerous visitors from throughout the country. The region has created an identity through defense and tourism sectors, although there are several other major industry sectors found regionally as depicted in Figures 16 and 17. Government (including military), Retail Trade, Accommodation (tourism) & Food Services, and Healthcare & Social Assistance rank among the top industries in number of jobs. Other industries such as Professional, Scientific, & Technical Services; Transportation & Warehousing; Manufacturing; and Construction have shown the largest growth in number of jobs between 2018 and 2021.

To attract new companies for economic development, having a strong, well-articulated message on what the region is valued for is crucial. Florida's Great Northwest and the local Economic Development Organizations play key roles in

selling potential investors on the region's assets. One approach used is through highlighting productivity and profit opportunities created by existing regional clusters. Another approach is to focus on available land assets, ready infrastructure, and competitive incentives. Recruiting companies to consider the area takes strategic planning and site preparation, as well as ensuring appropriate incentives and land development policies are in place.

Another strategy is focusing on the necessity for economic diversification. Diversification helps manage instability and provides a more secure path for equitable growth and development. Considering questions such as 'What emerging sectors might be strengthened?' or 'Which smaller sectors are more future-oriented?' may promote such diversification.

These strategies are vital to the region's economy as employment and spending are heavily concentrated in both defense and tourism. Both are exceptionally vulnerable to influences beyond local control – this considers withdrawal and restructuring directives from the White House in the case of the military, as well as environmental disasters and/or safety concerns that may impact tourist seasons. For example, cybersecurity is a newly identified target industry, grounded in ties to military research and with potential to develop into a more idiosyncratic, high-demand sector in the coming years.

In addition to attracting new companies to the region, continuing support for existing businesses is essential. The Emerald Coast is home to many second- and third-generation businesses which have both survived and thrived over time. Business retention programs, data analytics, and industry councils supporting economic gardening can ensure there is a path for growth.

Key Strategies:

1. **Encourage the development and growth of small businesses in rural and underserved communities.**
2. **Coordinate planning efforts with assistance for key regional industry clusters and supply chains.**
3. **Encourage the development of vibrant downtowns and revitalization of rural towns.**

Role of Florida's Great Northwest

Florida's Great Northwest is the regional economic development organization for the Florida Panhandle. FGNW serves as a one-stop shop for new business and expansion in the Emerald Coast region. They offer many services such as the following:

- Research on subjects including demographics, real estate, workforce and training, utilities, taxes, infrastructure
- Information on both state and local incentives as well as the incentive application process
- Liaison between businesses and state/local economic development offices
- Access to an expansive network of state, regional, and local resources.

Their main pillars include promoting the Northwest Florida region for diversification and growing the economy, advocating for economic development issues that affect the region, and collaboration with community stakeholders to unify the region.

SOURCE: <https://www.floridasgreatnorthwest.com/>

Figure 16. Top Emerald Coast Industries by Number of Jobs

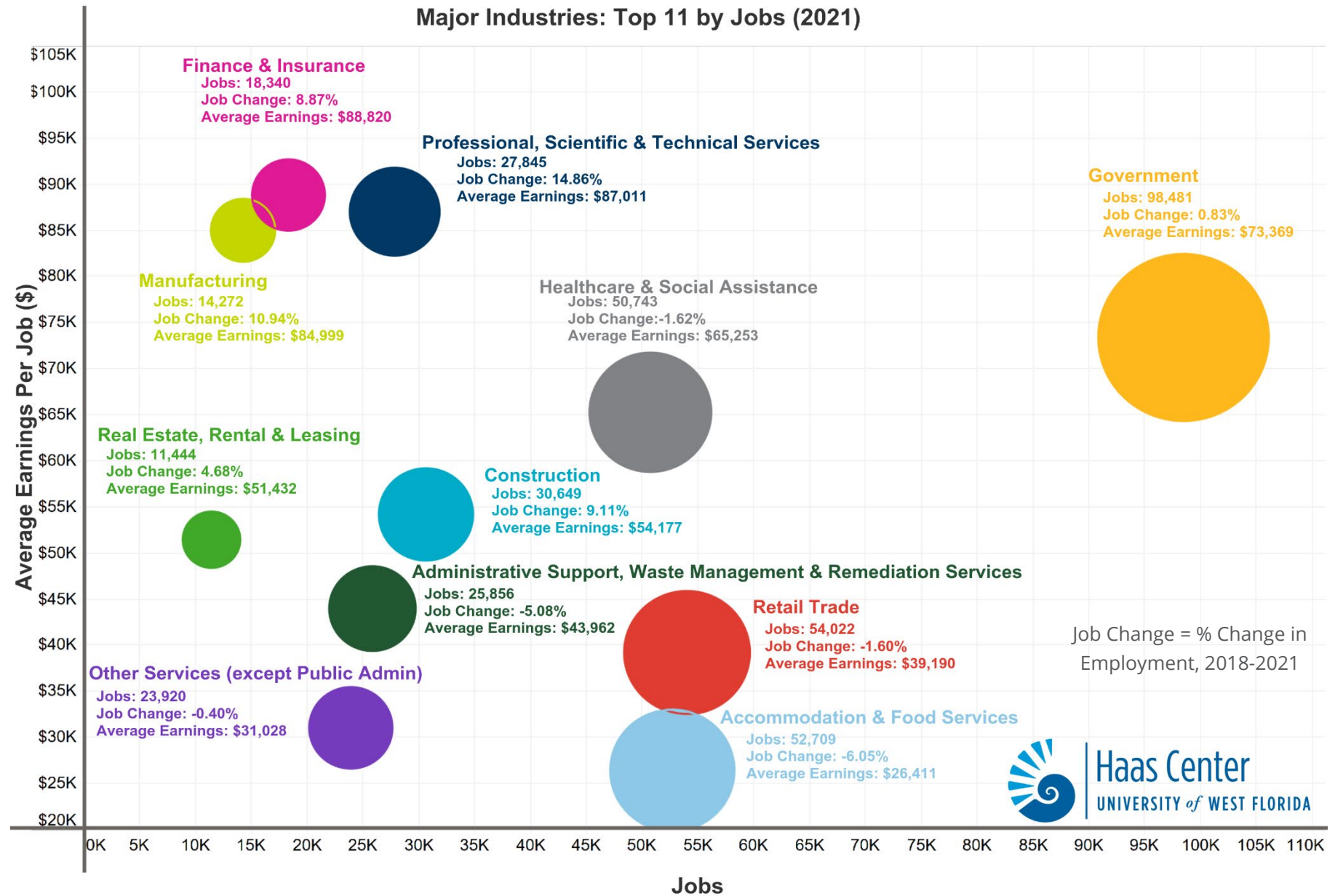
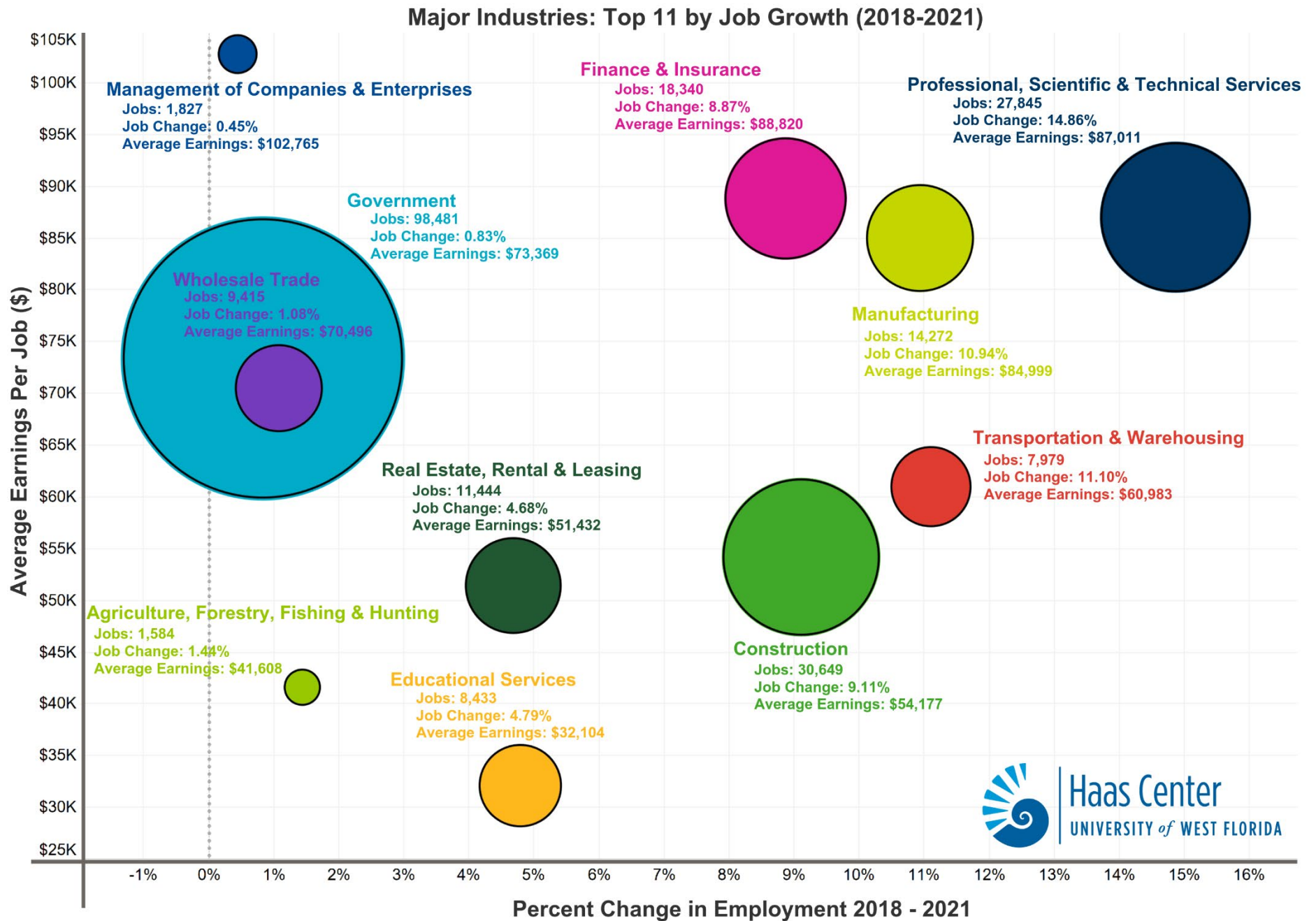


Figure 17. Top Emerald Coast Industries by Job Growth



Civic & Governance Systems

Goal: Support high quality governance to sustain Florida’s economic and quality of life expectations.

Supporting civic and governance systems in the region means working to improve the efficiency and effectiveness of government agencies at all levels. Governments need to evolve based on the demands from businesses and citizens. An indication of a responsive government is when projects and processes can be connected back to the outcome of a public engagement process or technical analysis of specific issues. Therefore, it is important for governments and agencies to engage early and often in order to capture the diverse voices of the communities they represent. It’s also important to invest in studies that identify long-term solutions for improved business and citizen experiences, reduce redundancies, and capture the social and environmental intangible benefits of a project. There are many facets of the government system, from land use and building services to economic incentives and workforce housing that must be considered to ensure a quality of place and sustainable economy. The evaluation of government systems can be done through assessments, feasibility plans, and strategic visioning. It is also important that elected officials are educated on what best practices, tools, and resources are available to govern effectively. Connecting communities to resource partners, data, and funding assistance can ultimately help them do their job better.



City Council meeting

SOURCE: ECRC

Key Strategies:

1. **Balance resources through sound management of physical development.**
2. **Strengthen partnerships with local governments, agencies, and non-profits by identifying opportunities for joint projects.**
3. **Create a culture of informed civic engagement and participation.**

Environmental Quality, Protection, & Resilience

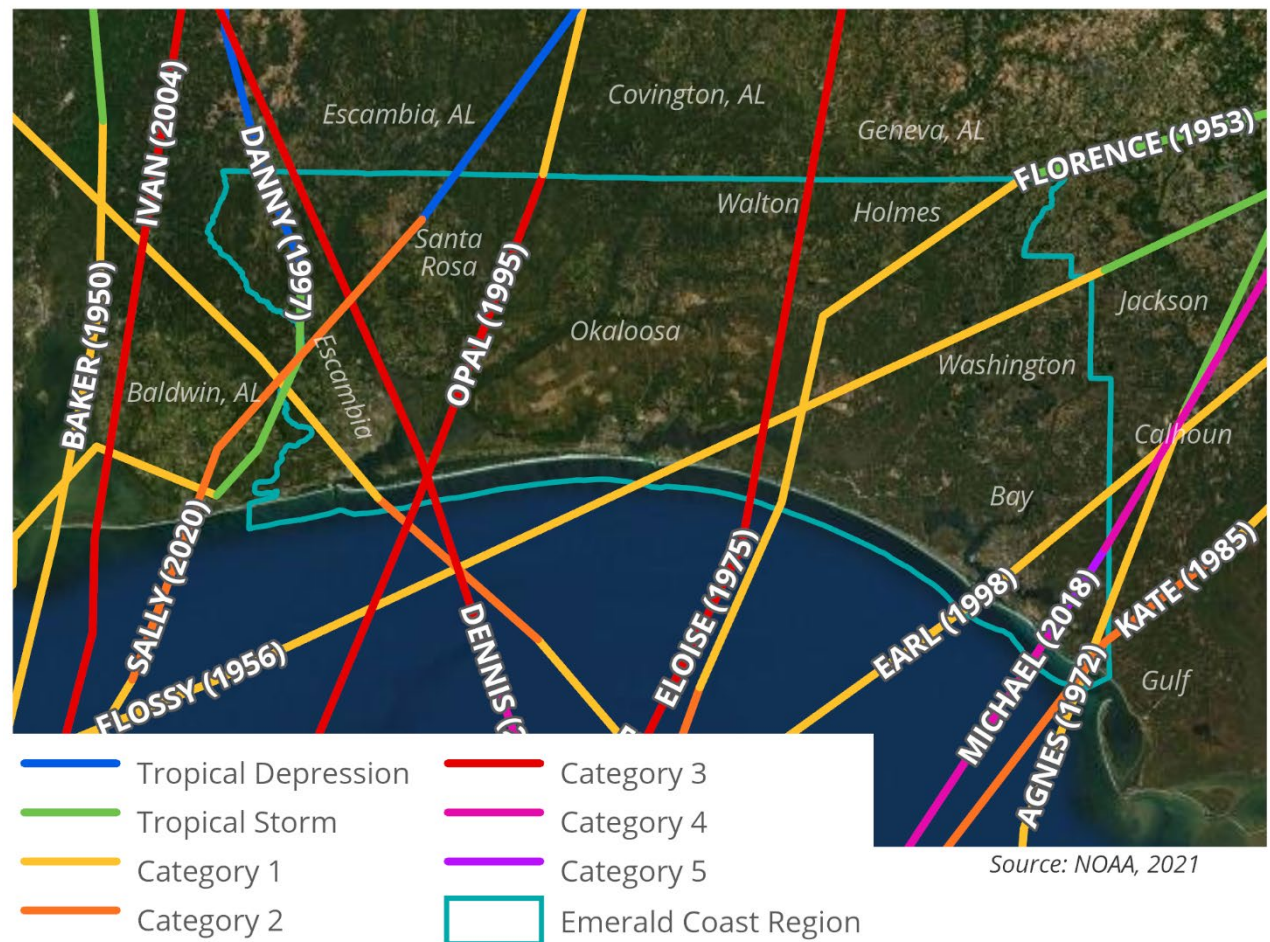
Goal: Promote regional understanding of resilience and sustainability efforts and integrate the experience of advocates and practitioners into future planning endeavors.

Ensuring that the region is resilient and ready to tackle disasters is key to ensuring a high quality of life. Without a thorough understanding of the environmental risks faced, the region's population, economy, environment, and thus, quality of life, are jeopardized. Environmental Quality, Protection, and Resilience focuses on ways the region can prepare for and recover from disasters, address environmental quality concerns, and become more resilient overall.

Disaster Preparedness & Recovery

Due to its geographic location, Florida is exceptionally vulnerable to the disruption and destruction of natural disasters such as hurricanes. The ECRC works along with Florida's other Regional Planning Councils and the Florida Division of Emergency Management to update the Statewide Regional Evacuation Study as needed and as funds are available. The most recent Study update was completed in June 2021 and included a revised shelter inventory, behavioral analysis, population and demographic analysis, storm surge analysis, and evacuation scenario modeling through the Transportation Interface for Modeling Evacuations (TIME). The Regional Evacuation Study data is provided to each county for use in their own hurricane evacuation plans and operational procedures.

Figure 18. Emerald Coast Landfalling Hurricanes 1950-2020



The ECRC serves as staff to the Emerald Coast Local Emergency Planning Committee (LEPC), which encompasses Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, and Bay counties. The primary goals of the LEPC are to educate the community on hazardous materials that may exist in their neighborhoods and how to respond to incidents that may occur, and to assist first responders in preparing for any hazmat-related emergencies. In compliance with the Emergency Planning and Community Right to Know Act (EPCRA), the LEPC:

- Prepares the regional hazardous materials emergency plan, which identifies facilities that use, produce, and/or store hazardous substances in Northwest Florida;
- Provides training workshops and technical assistance for local facilities and first responders, educating both on how to comply with reporting regulations under EPCRA;
- Facilitates training courses for first responders and the Regional Hazmat Teams; and
- Educates the community on EPCRA, Shelter-In-Place, and evacuations.

The ECRC also administers FDEM's Hurricane Loss Mitigation Program (HLMP) for Holmes, Washington, and Walton Counties. This program's goal is to harden single-family residences against extreme wind events by providing retrofits and upgrades to homes meeting current Florida Building Code requirements for hurricane-force wind resistance. The ECRC strategically partners HLMP with other grants and programs to stretch funding as far as possible.

Table 7. Hazard Assessment Matrix

County	Flooding	Hurricane	Tornado	Severe Storm	Wildfire	Drought	Extreme Heat	Erosion	Sinkholes
Bay	H	H	H	NI	M	NI	NI	NI	L
Escambia	H	H	L	H	M	M	NI	M	L
Holmes	H	H	H	MH	H	MH	MH	L	L
Okaloosa	H	H	M	H	M	M	L	L	L
Santa Rosa	MH	M	H	H	L	M	MH	H	L
Walton	H	H	H	H	L	L	L	H	L
Washington	H	H	M	MH	M	M	MH	MH	M

Degree of Risk

NI - Not Identified

L - Low (one occurrence every 10 years)

M - Medium (one occurrence every 5-7 years)

MH - Medium/High (one occurrence

H - High (one or more occurrences each

SOURCE: State Enhanced Hazard Mitigation Plan, 2018

Emerald Coast Area Resilience Collaborative

In March 2021, ECRC was awarded a \$15,000 grant by the American Flood Coalition to head up a regional resilience collaborative. The Emerald Coast Area Resilience Collaborative (EC-ARC) was officially created through a resolution by the ECRC Board in April 2021.

The EC-ARC is a diverse partnership of regional stakeholders who seek to identify and generate creative solutions to flooding and climate change by assessing risks and vulnerabilities from a regional perspective. The Collaborative recognizes that these crucial issues must be addressed to promote the region's health and wellness, environment, and economy. The stakeholders involved in the Collaborative represent a broad range of interests including building and infrastructure, economy and workforce, climate and natural hazards, community capacity, and agriculture and food. Through the inclusion of many different stakeholder groups, the Collaborative will be able to take on a more comprehensive approach in addressing identified issues.

This Collaborative is joining the likes of four other regional resilience collaboratives in the State of Florida – South Florida Regional Planning Council Climate Compact, East Central Florida Regional Planning Council Resilience Collaborative, Tampa Bay Regional Planning Council Resilience Coalition, and Northeast Florida Regional Planning Council Public Private Regional Resiliency Committee (P2R2).

Senate Bill 1954, put into effect in May 2021, established the Resilient Florida Grant Program enabling the Florida Department of Environmental Protection (FDEP) to offer grants to regional resilience entities, such as EC-ARC, to coordinate community resilience needs. Funding can be applied to technical assistance, the formation of multijurisdictional vulnerability assessments, and the development of regional projects to be proposed for the Statewide Plan. As a young collaborative, the EC-ARC is still determining the next steps to further its mission. One option for the Collaborative to undertake is the development of a regional risk assessment funded through the Resilient Florida Grant Program. This assessment would identify critical assets and regional vulnerabilities as well as provide actionable data. It would also pinpoint potential projects and resources to address identified vulnerabilities.

To guide the growth and mission of the EC-ARC, a one-year action plan has been developed and presented to the Collaborative stakeholders. The action plan breaks action items into four major categories: Collaborative Organization, Education, Research, and Regional Projects. Organization focuses on the collaborative's structure and organization by setting an overall direction and creating officer positions. Education includes creating a webpage to share resources and promote local efforts and inviting organizations from around the region to share information about ongoing projects. The Research component concentrates on partnering with the Florida State University/Florida A&M University RIDER Center on their ongoing resilient infrastructure research and developing a local dashboard to display resilience data. Regional Projects involves workshops and sessions with Collaborative members to identify potential projects for funding.

Estuary Programs/Water Resources

The Emerald Coast Region encompasses four major watersheds: Perdido River and Bay, Pensacola Bay System, Choctawhatchee River and Bay, and St. Andrew Bay. These watersheds are an invaluable resource to the region, attracting tourists and recreationists alike. In the Pensacola, Perdido, and Escambia Bays, the estimated value of the ecological services of seagrass meadows, oyster reef habitats, and tidal wetlands dwindled from \$443 million per year in 1960 to the current value of \$226 – a drastic decrease in the span of nearly 60 years. Guarding these precious resources is a high priority for regional groups such as the bay estuary programs. These programs are vital in the effort to restore, protect, and revitalize water resources. In addition, the bay estuary programs focus on community engagement and work to get a variety of stakeholders involved to ensure inclusivity.

There are several bay estuary programs in the region – the Pensacola and Perdido Bays Estuary Program (PPBEP), the St. Andrew and St. Joseph Bays Estuary Program (SASJBEP), and the Choctawhatchee Bay Estuary Program (CBEP). ECRC is actively involved in SASJBEP and CBEP.

The Pensacola and Perdido Bays Estuary Program focuses on restoring and protecting water quality and natural resources using partnerships. Formerly known as the Bay Area Resources Council, the program transitioned into PPBEP in 2018 after being awarded a \$2 million competitive



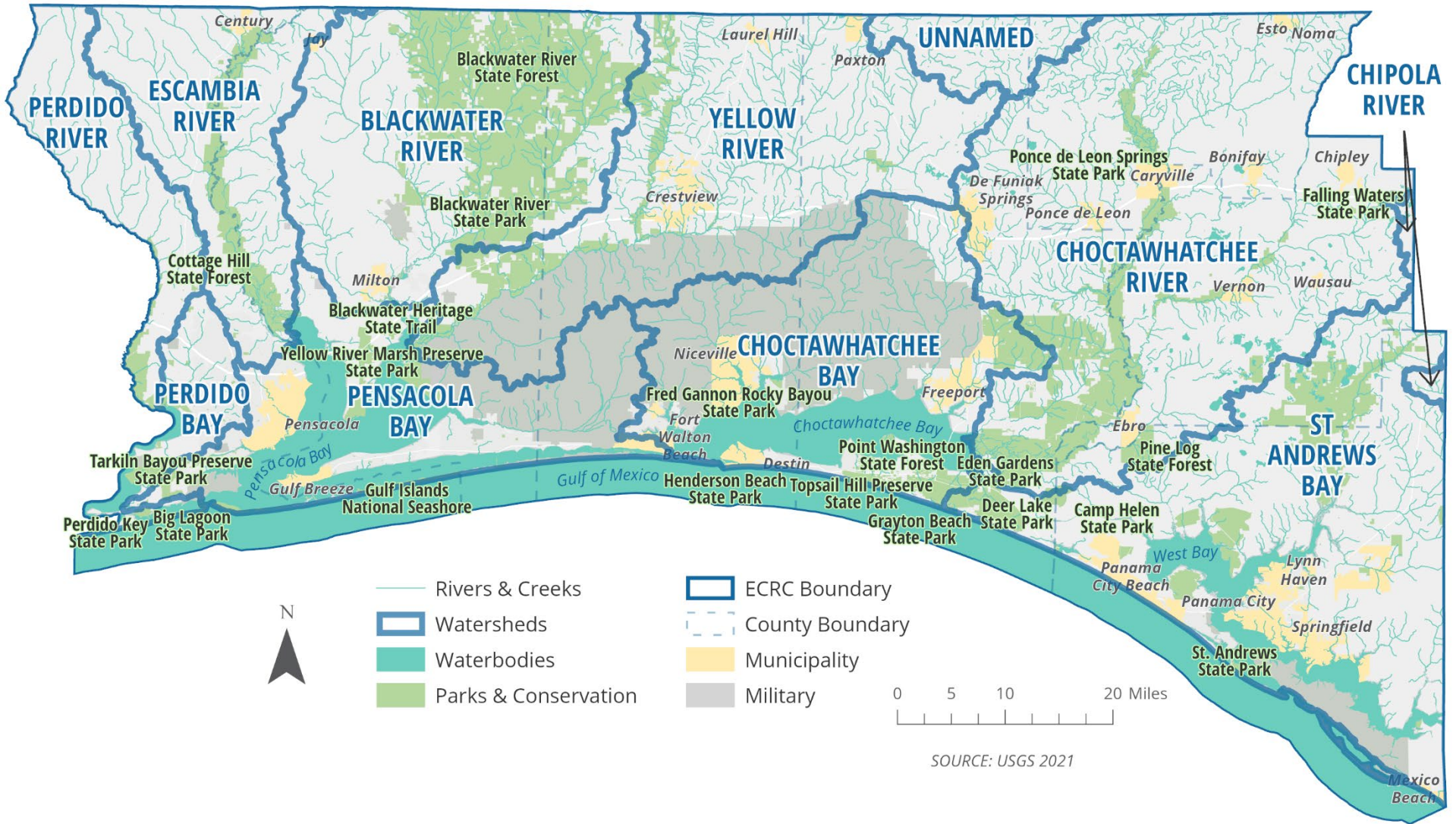
Project Greenshores Restoration Project on Pensacola Bay

SOURCE: The Nature Conservancy

grant from the Gulf Coast Ecosystem Restoration Council and the U.S. Environmental Protection Agency Gulf of Mexico Program. In 2020, the program was given \$297,220 from the EPA to identify and mediate possible sources and contributors of water-borne trash in three creeks located in the Pensacola Bay System: Jones Creek, Carpenter Creek, and Pond Creek. The program was awarded \$500,000 in Florida legislative appropriations to support the progress of their Comprehensive Conservation & Management Plan (CCMP); enrich monitoring efforts in the Pensacola and Perdido Bay systems through the creation of a comprehensive monitoring program; and implement water quality improvements and habitat restoration, as well as research, education, and outreach projects of the program, and partnering agencies through the

development of the PPBEP Mini-Grant Program. Santa Rosa County, in conjunction with the PPBEP, was given a National Coastal Resilience grant for \$73,910 to build a living shoreline habitat suitability model and master plan for the Pensacola Bay System. The project will review 175 miles of shoreline and evaluate the land use, water depth, habitat type, wave dynamics, sediment transport, and presence of hardened coastal infrastructure.

Figure 19. Watersheds, Parks, and Conservation Land



St. Andrew and St. Joseph Bays Estuary Program is a recently developed program hosted by Florida State University Panama City. This program was initially supported by Bay County RESTORE Act Funds, The Nature Conservancy, and the Florida Legislature. Like many estuary programs, this program uses a consensus-building model to draft and update a CCMP. In December 2020, the Estuary Program released a Stakeholder Assessment Report for the creation of an estuary plan for the watershed. This document reviews results from surveys conducted with stakeholders on topics such as funding, key challenges for the program, resilience, and recovery in the watershed, as well as discussing findings and recommendations. It also outlines major goals for the CCMP, which is slated to be developed by 2023. The CCMP will focus on aligning and balancing both environmental and economic priorities, implementing projects for the improvement of the bay system and watershed and monitoring outcomes, and adapting strategies through consensus building.

The Choctawhatchee Bay Estuary Program (CBEP) was established through an agreement between Okaloosa, Walton, Holmes, and Washington Counties as a regional effort to address environmental concerns related to Choctawhatchee Bay and its watershed. The Program uses scientifically-sound, community-based approaches to protect and restore natural resources and water quality for the watershed. In 2020, the CBEP released a workplan outlining the prospects of the program such as stakeholder participation, public engagement, and challenges expected. It also includes a summary of resources and stressors, as well as expectations for long-term planning, such as the creation of the CCMP (*Year One Choctawhatchee Bay Estuary Program Annual Work Plan*, 2020). Since then, the Program has conducted numerous technical advisory committee workshops to engage stakeholders in planning and brainstorming exercises related to the priorities previously identified by the group. The workshops focused on identifying data needs for topics such as water quality, natural resources, and policy and planning.

Recovery and Resiliency Partnership Projects & Regional Recreation Economy Alliance

Recreational opportunities are the lifeblood of the region. From the various trails, beaches, local and state parks, and other greenspace available in the Emerald Coast, there is no shortage of opportunities for recreation. Several organizations have recognized this and have collaborated on efforts to address the recovery and resiliency of those assets.

Made poignant by the aftermath of Hurricane Michael, the Recovery and Resiliency Partnership Projects (R2P2) was an effort made possible through technical assistance from FEMA and Integrated Recovery Coordination (IRC) that brought regional, state, and federal agencies (including ECRC) together to support coastal and inland communities. This effort also sought to improve resiliency to future stormwater impacts as well as strengthen local economies with existing natural assets. Several master documents came out of this partnership, outlining recreation projects and strategies specifically tailored to the needs of the Parker, Springfield, and Mexico Beach communities, as well as several

others outside of the Emerald Coast region. Each project identified was developed using four key pillars: community resilience, health and wellness, alternative transportation, and vibrant public spaces. Project strategies utilized include tools such as wetland retention, native planting, waterway restoration, water reuse, pollinator gardens, planted swales, pervious pavement, and rainwater storage.

In October 2020, a summit was held to engage stakeholders in a brainstorming session on additional projects and priorities to include in the final report. In February 2021, the final R2P2 report was created. This report includes information from the summit, an action plan with several themes relating to resilience and recovery, implementation opportunities, the regional recreation network, city assets and connections, and building recreation economies (r2p2.skeo.com).

To further the R2P2 efforts, the Regional Recreation Economy Alliance (RREA) was created upon the release of the R2P2 final report. RREA focuses on the progression of the vision created by the report for the region through monthly stakeholder meetings to discuss progress, funding opportunities, and next steps for various identified projects. To address specific areas of this endeavor, RREA has two subgroups based on geography: a coastal group and an inland group. Due to its geographic location, the ECRC participates and leads the coastal group. This group concentrates on topics related to the region such as the projects identified for Parker, Springfield, and Mexico Beach; funding related to those projects; and stormwater management.

Key Strategies:

1. **Assist regional communities' disaster resilience efforts through targeted capacity building.**
2. **Support restoration and utilization of regional waterways and greenways as a stimulant for economic growth and improved quality of life.**
3. **Support and promote the growth of resilience initiatives and projects within the region.**



R2P2 Visualization for the City of Parker

SOURCE: Skeo

Housing

Goal: Support the creation and maintenance of a diversity of housing options to support a competitive workforce and high quality of life.

Adequate, affordable, and accessible housing is critical to a region's economic success. The Emerald Coast offers a wide diversity of housing options from luxurious beachfront living to more modest homes in cities, suburbs, and rural areas. Safe, convenient, and desirable living options are necessary to attract and retain a healthy workforce. As labor markets become more competitive, housing quality and cost are a fundamental concern for employees considering the region. Over the past few years, the COVID-19 Pandemic, major hurricanes, and supply chain disruptions have contributed to significant increases in demand coupled with challenges for new construction.

The COVID-19 pandemic and its many consequences have impacted housing markets nationwide. While the region experienced an economic slowdown in 2020, housing prices grew. The rise in work from home and remote work arrangements have brought new workers to the region. This influx of new residents has contributed to increased home prices and rental rates. The median sales price of a single-family home in the region is now \$269,000 and rising rapidly. Median sales prices increased by more than 11% between Q2 and Q4 in 2021 (National Association of Realtors, Census ACS).



New Housing Construction

SOURCE: Shutterstock

The number of residential building permits issued annually has risen by 59% from 2017 to 2021. Most permits in the region are for single family houses. Current and planned large scale developments near the coast will continue to increase the supply of higher end housing. However, only 18% of permits issued were for units in multi-family developments (HUDuser). This is a slight increase from 14% in the previous 5-year period. An essential strategy to increase the supply of housing across price points will be to promote a diversity of housing options including additional multifamily developments. Lack of affordable housing is especially notable in rural areas. Despite lower housing costs, household income for many in rural areas and small towns is also significantly lower (see Figure 20). Housing stock is often old and in need of repair, requiring resources that may not be available. A wide range of community development agencies and organizations, both public and private, work together to ensure that the housing needs of all populations are met.

The region's counties and municipalities have strategies in place to direct federal subsidies for housing for low-to-moderate income households. The need continues for coordinated planning to support connectivity when considering neighborhood reinvestment priorities, public transit routes, and proximity to jobs, schools, and services. Post-disaster recovery is another important part of maintaining a healthy housing stock in the Emerald Coast region. Following Hurricane Michael in 2018, ECRC has administered two rounds of funding through Florida's Hurricane Housing Recovery Program (HHRP) in Jackson, Washington, and Holmes Counties. The program, which is ongoing, has dedicated more than \$12.5 million to assist homeowners repair and rebuild from hurricane damage.

Florida Housing Finance Corporation's State Housing Initiatives Partnership (SHIP) offers funding and program staffing for counties to develop and implement housing strategies. When outlined in a Local Housing Assistance Plan, SHIP funds can be used to rehabilitate older homes and address maintenance issues. SHIP can also be used to provide down payment and closing cost assistance to income-qualified first-time homebuyers who would not be able to purchase a home without help. There are many additional housing programs funded through federal and state grants, including the U.S. Housing & Urban Development (HUD) Community Development Block Grant. These programs are valuable tools to use when developing comprehensive neighborhood and community development plans.

Today, funding agencies allow for more creativity in proposed approaches and for strategic combinations of policy changes and funding sources. The ECRC and partnering county governments will be exploring multiple sponsored programs to apply to future community housing plans. Furthermore, ECRC will prepare a housing readiness toolkit for local governments in the region to highlight best practices in promoting the development and maintenance of housing at all price points.

Key Strategies:

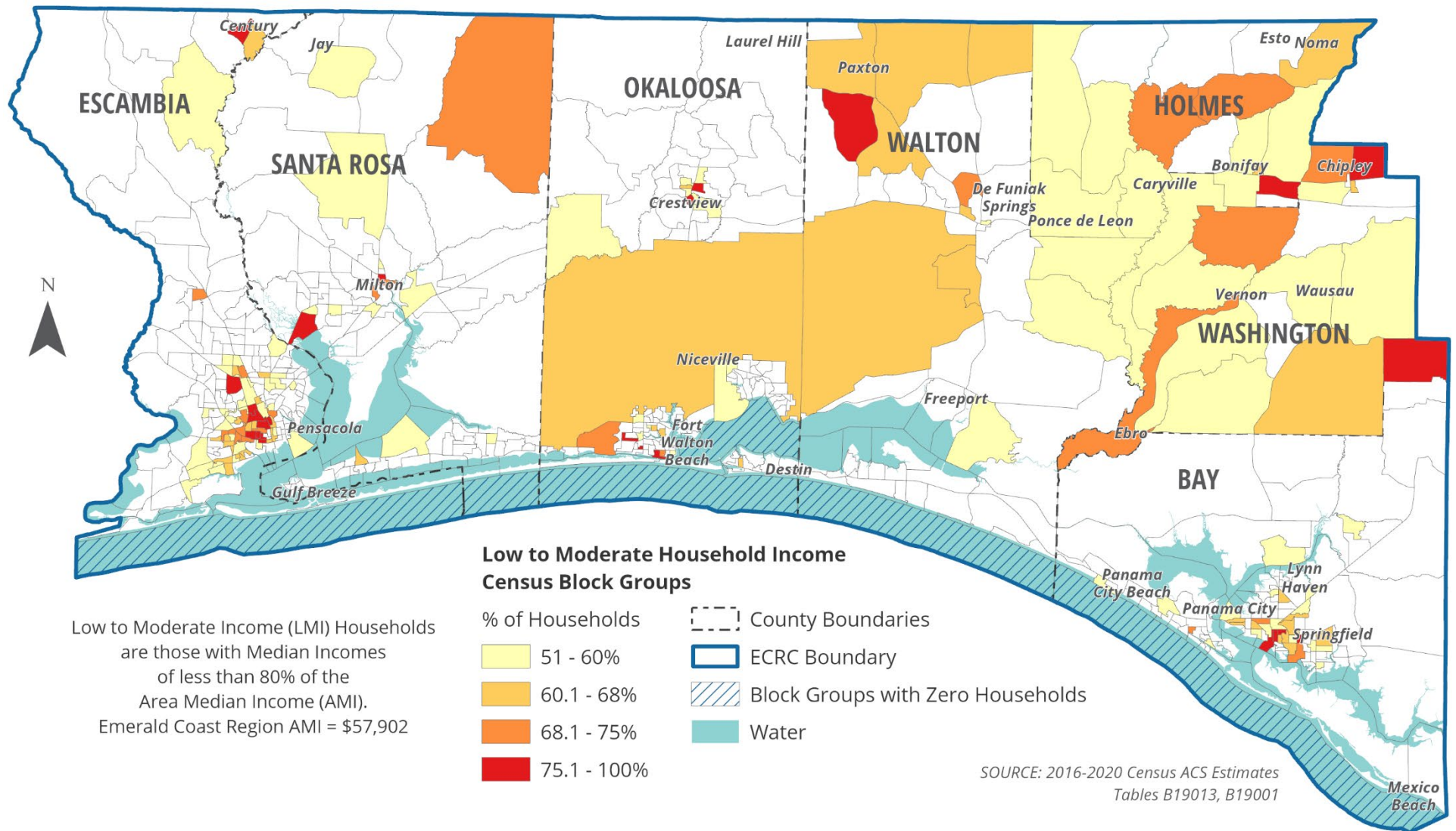
1. **Encourage and implement programs that support development of a range of housing options to meet regional demand.**
2. **Develop a toolkit for local governments to understand the range of options to improve housing access, affordability, and accessibility.**



Before and After SHIP Housing Assistance

SOURCE: ECRC

Figure 20. Low to Moderate Income (LMI) Census Block Groups



Implementation Action Plan

This section takes the strategies identified under the seven pillars and creates actions with implementation steps that will guide the ECRC's Economic Development activities as the Regional EDD over the next five years. Encompassing all areas of action is the continuous directive to seek and obtain funding opportunities. Acquiring funding is fundamental to all implementation programs, therefore, it is not listed under each individual goal.

Goal: Support educational programs, activities, and partners which encourage development of programs and opportunities that will meet the region's educational and workforce needs.

Talent Supply & Education	Action	Implementation Partners	Timeframe	Potential Resources
	Strategy 1. Assist partners throughout the region in maintaining and creating the specialized educational programs and training to meet the region's ever changing business needs.			
	1.1. Use the role of ECRC to coordinate leverage grant and low interest loan funding to support an education system responsive to business needs.	EDOs, SBDC, UWF Haas Center, Local Universities and Colleges	Continuous	EDA, Triumph, FDEO

Goal: Encourage innovation and foster robust entrepreneurial ecosystems to drive economic growth.

Innovation & Entrepreneurship	Action	Implementation Partners	Timeframe	Potential Resources
	Strategy 1. Develop the region's entrepreneurial hubs and connect them with industry clusters, assets, services, networks, facilities, tools, and expertise in order to facilitate business creation and retention.			
	1.1. Leverage federal grant and low interest loan funding to introduce more capital into the entrepreneurial landscape and assist small businesses.	EDOs, SBDC, UWF Haas Center, SBTDC	Short-Term	EDA, Triumph

Goal: Ensure the Emerald Coast’s Economic Infrastructure is state of the art and connects communities in every part of the region.

Infrastructure & Growth Leadership	Action	Implementation Partners	Timeframe	Potential Resources
	Strategy 1. Plan, advocate for, and create a modern infrastructure network to support a competitive economy.			
	1.1. Use the role of ECRC to coordinate prioritization of regional transportation projects across jurisdictional boundaries.	ECRC, TPOs	Continuous	FDOT
	1.2. Address congestion and commuter issues along major corridors such as US 98 and CR 30A through planning solutions and emerging technologies.	FDOT	Near-Term	Triumph
	1.3. Develop and implement a rural regional transportation planning process for the area outside the Transportation Planning Organization boundaries to identify and prioritize projects based on local needs and a cost feasible plan.	FDOT, TPOs, ECRC	Long-Term	FDOT
	1.4. Close the digital divide by investing in construction of fiber and wireless broadband for business retention and attraction.	ECRC, Local Governments	Long-Term	Rural Digital Opportunity Fund, Rural Infrastructure Fund, Florida Broadband Opportunity Program
	Strategy 2. Promote a regional approach to the multi-modal transportation system for people, goods, and services.			
	2.1. Coordinate and implement the design/build of a regional Advanced Traffic Management System (ATMS) and Intelligent Transportation Systems (ITS) improvements that	ECRC, Local Governments, TPOs	Long-Term	FDOT

	create a connected, computerized system that improves safety, mitigates congestion, and improves regional growth adaptability.			
	2.2. Coordinate TPO freight committees and pursue a regional freight plan to identify and resolve issues related to mobility and movement of goods and services.	ECRC, TPOs	Continuous	FDOT
	2.3. Correct current deficiencies and create a more balanced transportation portfolio with a focus on bicycle and pedestrian infrastructure related policies, roadway design standards, and funding mechanisms.	ECRC, Local Governments, TPOs	Continuous	FDOT

Goal: Bolster the Emerald Coast economy by recruiting new businesses and promoting the expansion of existing businesses.

Business Climate & Competitiveness	Action	Implementation Partners	Timeframe	Potential Resources
	Strategy 1. Encourage the development and growth of small businesses in rural and underserved communities.			
	1.1. Research capital seed funding.	ECRC, EDOs, FGNW	Continuous	EDA, USDA
	1.2. Serve as a resource partner to local Economic Development Organizations.	ECRC, EDOs	Continuous	EDA, USDA, DEO
	Strategy 2. Coordinate planning efforts with assistance for regional key industry clusters and supply chains.			
	2.1. Promote North Florida Manufacturing, Logistics, and Distribution Corridors through the platform of the TPO freight groups.	ECRC, TPOs	Continuous	FDOT
	2.2. Use representation on the Florida Freight Committee to advocate funding for regional supply chain projects and promote significance of regional infrastructure for inclusion in national highway freight network.	ECRC, Local Governments, Ports, Airports, TPOs	Continuous	FDOT
	Strategy 3. Address site development to accommodate business expansions and relocations.			
	3.1. Conduct regional assessments of specific commercial and industrial-use accommodations in new and existing business parks.	ECRC, EDOs	Short-Term	EDA
	3.2. Strengthen the role and presence of ECRC within local economic development organizations.	ECRC, EDOs, FGNW, Local Governments	Continuous	EDA
	3.3. Research shared revenue models for business site development.	ECRC, Local Governments, EDOs, FGNW	Long-Term	Local Governments

Goal: Support high quality governance to sustain Florida's economic and quality of life expectations.

Civic & Governance Systems	Action	Implementation Partners	Timeframe	Potential Resources
	Strategy 1. Balance resources through sound management of physical development.			
	1.1. Coordinate economic development efforts with related land use planning for consistency among government departments.	ECRC, Local Governments, EDOs	Continuous	DEO, EDA
	Strategy 2. Strengthen partnerships with local governments, agencies, and non-profits by identifying opportunities for joint projects.			
	2.1. Conduct workshops and roundtables on planning policies and procedure, economic development tools, and available funding programs.	ECRC, Local Governments, EDOs, FAC, TPOs, FLOC	Continuous	FAC, FLOC
	Strategy 3. Create a culture of informed civic engagement and participation.			
	3.1. Support early and continuous public involvement in development and implementation of plans and decision-making process through modern yet accessible methods.	ECRC, Local Governments, EDOs	Continuous	FDOT
	3.2. Ensure equitable representation from small business owners, special populations, and traditionally underserved populations by creating outreach methods tailored to the audience.	ECRC, Local Governments, EDOs	Continuous	EDA, DEO

Goal: Promote regional understanding of resilience and sustainability efforts and integrate the experience of advocates and practitioners into future planning endeavors.

Environmental Quality, Protection, & Resilience	Action	Implementation Partners	Timeframe	Potential Resources
	Strategy 1. Assist regional communities' disaster resilience efforts through targeted capacity building.			
	1.1. Conduct workshops on environmental resilience planning that help create the connection between land use strategies, smart design, and economic impact.	ECRC, EDOs, TPOs, FLOC, FAC, Local Governments	Continuous	EPA, DEP, DEO
	1.2. Coordinate the Local Emergency Planning Committee and facilitate exercise drills for government entities such as health departments and airports.	ECRC, LEPC	Continuous	DEM
	1.3. Provide technical assistance to local jurisdictions on coastal management strategies.	ECRC, Local Governments	Continuous	DEO
	1.4. Head up and coordinate a regional resilience collaborative to address regional resilience issues.	ECRC, Local Governments, American Flood Coalition, NFWF, TNC, NFWWMD	Continuous	FDOT
	Strategy 2. Support restoration and utilization of regional waterways and greenways as a stimulant for economic growth and improved quality of life.			
	2.1. Work with local governments and nonprofits to plan for greenway trails and connectivity.	ECRC, Local Governments, Environmental Organizations (EPA, DEP)	Continuous	DEP, DEO
	2.2. Work to improve and protect waterways through coordination of coalitions and planning efforts	ECRC, Local Governments, Environmental Organizations	Continuous	RESTORE, DEP

	2.3. Plan and implement environmental education programs and events.	ECRC, Local Governments, Environmental Organizations	Continuous	EPA, DEP
	Strategy 3. Support and promote the growth of resilience initiatives and projects within the region.			
	3.1 Create an annual Action Plan to plan for and implement resilience projects and initiatives in the region through the EC-ARC.	ECRC, Local Governments, Environmental Organizations, FAMU-FSU	Annual	RESTORE, DEP, EPA
	3.2 Host an online forum to harbor information on resilience projects and initiatives in the region.	ECRC, Local Governments, Environmental Organizations, FAMU-FSU	Near-Term	N/A

Goal: Support the creation and maintenance of a diversity of housing options to support a competitive workforce and high quality of life.

Housing	Action	Implementation Partners	Timeframe	Potential Resources
	Strategy 1. Encourage and implement programs that support development of a range of housing options to meet regional demand.			
	1.1 Perform housing research, support planning efforts, provide grant writing and technical assistance.	ECRC, Local Governments, Non-Profit Housing Organizations	Continuous	HUD
	Strategy 2. Develop a toolkit for local governments to understand the range of options to improve housing access, affordability, and accessibility.			
	2.1 Develop and share a toolkit highlighting options to improve housing for the region's local governments.	ECRC, Local Governments	Short-Term	Florida Housing Finance Corporation, Florida Housing Coalition, Housing Assistance Council

Projects to Watch

Okaloosa County

Shoal River Ranch Gigasite: This is a 10,500-acre industrial park located at I-10 and U.S. Highway 90 being positioned for large scale economic development. Water and sewer service were recently extended from Triumph Gulf Coast resulting in all utilities being adjacent to the property. The upcoming phase of the project will involve securing funding for intersection improvements and road construction.

Bob Sikes Airport: Consideration is being placed on locating a manufacturing facility on a 20-acre parcel east of the runway. This project would require utility extensions, taxiway and apron construction, road extensions, and parking construction.

Futures Park/PARRCS: A potential park project has been conceptualized for an 80-acre Enhanced Use Lease opportunity on federal land. This project is envisioned as a research and development-oriented park near Eglin's AFB's west gate and directly adjacent to University of Florida's Research Engineering & Education Facility (UF REEF).

Fort Walton Beach Commerce & Technology Park: This project is a 300-acre park including a wide range of tenants such as Boeing and Lockheed Martin that has recently undergone a comprehensive master planning process. The Master Plan proposes several transportation improvements.

Holt Industrial Park: This is a small, industrial enclave located on I-10. Businesses located there are currently on septic and sewer situated 12 miles away.



Public Workshop on Corridor Improvements in Santa Rosa County
SOURCE: ECRC

Escambia County

OLF-8: This is Escambia County's newest 500-acre mixed-use commerce park located adjacent to Navy Federal Credit Union off I-10. The Master Plan includes residential, retail, public amenities, office, commercial, and light industrial uses. Marketing and infrastructure development for this project is ongoing.

The Bluffs: The Bluffs is Northwest Florida's Energy Intensive Industrial Park and is undergoing the next steps in marketing and infrastructure development.

Co:Lab Expansion: Escambia County and Pensacola's 22,000-square foot business incubator and growth accelerator is undergoing expansion efforts.

American Rescue Plan Build Back Better Regional Challenge Application: An application is being developed to submit for the ARPA Build Back Better Regional Challenge to grow regional industry clusters around manufacturing, Department of Defense growth, and aviation-related industries. Efforts would develop new and scale existing industry clusters through planning, infrastructure, innovation and entrepreneurship, workforce development, and access to capital.

MxD West Florida: MxD (Manufacturing x Digital) West Florida is an effort by the University of West Florida to create a regional version of the MxD in Chicago. This facility would harness many of the natural assets in downtown Pensacola, proximity to the Port of Pensacola for blue technology development, and existing UWF infrastructure in the downtown area. Funds are being sought to either renovate an existing large facility or for a new build. The expansion/new build would allow growth of current laboratories near the port to accommodate more projects, as well as train a larger number of students downtown.

Port of Pensacola Upgrades: The Port of Pensacola is continually seeking improvements to increase the region's freight capacity including: Berth #6 Rehabilitation, Internal Heavy Load Roadway and Project Cargo Working Area Reinforcement, Upland Cargo Improvements, On-Port Rail Resiliency and Efficiency Enhancement, and the construction of a Manufacturing Complex with a Dry Storage Facility, Small Boat Launch, and Marine Industry Training and Manufacturing Facility.

Bay County

Commerce Park: The City of Lynn Haven is in the process of planning its third commerce park to accommodate current and future business expansion and relocation needs. The next steps of the project include identifying the ideal site and securing funding for required infrastructure.

Funding Resources

Funding will be a critical component to implement many of the goals and strategies outlined in this document. Below are several potential resources that could be utilized to support these initiatives.

U.S. Economic Development Administration (EDA)

The EDA's mission is to forward the Federal economic development agenda by promoting innovation and competitiveness and preparing American regions for economic growth and success within the worldwide economy. This mission is fulfilled through strategic investment and partnerships to create regional economic ecosystems necessary to cultivate competitive regions throughout the United States.

- **Planning and Local Technical Assistance Program:** This program assists eligible recipients in developing economic development plans and studies designed to build capacity and guide the economic prosperity and resiliency of a region. It supports organizations and other eligible recipients with short-term and state planning investments to guide the potential creation and retention of high-quality jobs, particularly for the unemployed and underemployed in the Nation's most economically distressed regions.
- **Build to Scale Program:** The B2S Program builds regional economies through scalable startups through the Venture Challenge and Capital Challenge. Through this program, the EDA manages several grant competitions furthering technology-based economic development initiatives that accelerate high quality job growth, create more economic opportunities, and support the future of the next generation of industry leading companies.

Florida Department of Economic Opportunity (DEO)

The DEO's primary goal is to assist the Governor in advancing Florida's economy through advocating for the state's economic development vision and by administering state and federal programs that seek to help visitors, citizens, businesses, and communities.

- **Community Development Block Grant:** Federally awarded by the U.S. Department of Housing and Urban Development, CDBG funds are administered through DEO and focus on developing viable communities through the provision of decent housing, suitable living environments, and expanding economic opportunities for persons of low- and moderate-income. The DEO manages several CDBG programs: Florida Small Cities Community Development Block Grant Program, Community Development Block Grant – CV (Corona Virus), and Community Development Block Grant – DR (Disaster Recovery).
- **Community Planning Technical Assistance Grants:** These grants provide counties, municipalities, and regional planning councils the ability to create innovative plans and development strategies to promote diverse economies, vibrant rural and suburban areas, and meet statutory requirements for planning, while protecting environmentally sensitive areas. These grants can also be used for disaster recovery, resilience planning, and economic development planning.

- **Florida Job Growth Grant Fund:** This is an economic development program focused on promoting public infrastructure and workforce training across the state. Proposals are reviewed by DEO and Enterprise Florida and selected by the Governor to meet the demand for workforce or infrastructure needs in the community they are awarded to.
- **Competitive Florida Partnership Grant:** Competitive Florida Partnership grants offer small and rural cities, along with regional planning councils, the ability to create an asset-based economic development strategy through innovative planning and development.

Florida Department of Environmental Protection (DEP)

- **Florida Recreation Development Assistance Program:** FRDAP is a competitive, reimbursement grant program that offers assistance for acquisition or development of land for public outdoor recreation. County governments, municipalities, and other legally constituted local governmental entities with the responsibility of providing outdoor recreation sites and facilities for the public are all eligible for this program.
- **Florida Forever:** Florida Forever is the State's conservation and recreation land acquisition program and serves as a blueprint for conserving natural resources, thereby renewing Florida's commitment to conserve natural and cultural heritage.
 - **Parks and Open Space Florida Forever Grant Program:** The Parks and Open Space Florida Forever Grant Program helps communities meet the challenges associated with growth, supports viable community development, and protects natural resources and open space. This program receives 21% of the Florida Forever appropriation.
- **Land and Water Conservation Fund:** This is a federal competitive program that provides grants for the acquisition or development of land for public outdoor recreation. Eligible participants include Florida municipalities, county governments, and any other legally constituted local government entities that maintain outdoor recreational sites and facilities for the public.
- **Recreation Trails Program:** RTP is another federally funded competitive grant program through DEP that offers financial assistance to city, county, state, or federal governments or organizations for the development of recreational trails, trailheads, and trailside facilities.
- **Resilient Florida:** The Resilient Florida program is a selection of different grants available to counties, water management districts, flood control districts, and regional resilience entities. Eligible entities may receive funding to analyze and plan for vulnerabilities and implement projects for adaptation and mitigation.

United States Department of Agriculture (USDA)

- **Community Facilities Direct Loan and Grant Program:** This program provides affordable funding in the form of low-interest direct loans or grant awards to purchase, construct, and/or improve essential community facilities, purchase equipment, and pay related

expenses. Public bodies and community-based nonprofits within rural areas (outside of Census defined urban areas) are eligible.

- **Economic Impact Initiatives Grants:** These grants provide funding assistance for the development of essential community facilities in rural communities with extreme unemployment and economic depression. Eligible entities include public bodies, non-profits, and federally recognized tribes.
- **Rural Economic Development Loan and Grant Program:** This program offers funding for rural projects through local utility organizations. USDA provides zero-interest loans or grants to create RLF programs to local utilities to pass through to local businesses for projects to create and retain employment in local areas. Eligible entities include nonprofit utilities, former Rural Utilities Service borrowers, and current Rural Development Electric or Telecommunication Programs borrowers.
- **Emergency Community Water Assistance Grants:** This program assists eligible communities in preparing for or recovering from an emergency that threatens the availability of safe, reliable drinking water. Eligible entities include most state and local governmental entities, nonprofit organizations, and federally recognized tribes.

United States Environmental Protection Agency (EPA)

- **Brownfield Assessment Grant:** Brownfield Assessment Grants provide funding for the recipient to inventory, characterize, assess, conduct planning activities, develop site-specific cleanup plans, and conduct community involvement related to brownfield sites.
- **Environmental Justice Small Grants Program:** This program supports communities working on solutions to local environmental and public health issues. It focuses on helping communities understand and address exposure to multiple environmental issues and risks. Eligible entities include most non-profits, U.S. territories, and tribal governments and organizations.

Florida Department of Transportation (FDOT)

- **Transportation Alternative Grants:** This program focuses on funding a variety of small-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.
- **Commuter Assistance Funds:** Florida's Commuter Assistance Program offers quality travel choices to ensure mobility, sustain the quality of the environment, preserve community values, and reduce energy consumption. While funds are generally used for marketing and outreach programs, they can also be used for innovative commuter routes.
- **State Block Grant Program:** This program offers numerous grants related to different areas of transportation including metropolitan and state transit planning, capital and operating assistance in urban areas, capital projects to meet the needs of the elderly and individuals with disabilities, capital and operating assistance in rural areas, buses and bus facilities, and metropolitan planning.

- **Fixing America's Surface Transportation Act:** The FAST Act focuses on safety, keeps the established structure of various highway-related programs managed, continues efforts to streamline project delivery, and provides a dedicated source of federal dollars for freight projects.

Federal Transit Administration (FTA)

- **Grants for Buses and Bus Facilities Program:** This federal program offers funding to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations or competitive grants.

United States Department of Housing and Urban Development (HUD)

- **Choice Neighborhoods Planning Program:** The Choice Neighborhoods program utilizes public and private dollars to support locally driven strategies that address struggling neighborhoods with severely distressed public housing and/or HUD-assisted housing through a comprehensive approach to neighborhood revitalization. The goal is to bring local leaders, residents, and various stakeholders such as public housing agencies, cities, schools, police, business owners, nonprofits, and private developers together to implement a plan that transforms distressed HUD housing and addresses challenges in the surrounding neighborhood.

Triumph Gulf Coast

In July 2015, British Petroleum (BP) reached a settlement requiring a \$18.5 billion payout in damages to Gulf Coast States affected by the 2010 Deepwater Horizon Oil Spill. The eight Florida counties disproportionately affected by the spill have \$1.5 billion to share as part of [Triumph Gulf Coast](#). Eligible projects for funding include:

- Grants to support programs that prepare students for future occupations and careers at K-20 institutions that have campuses in the disproportionately affected counties.
- Grants to support programs that provide participants in those counties with transferrable, sustainable workforce skills not confined to a single employer.
- Grants to the tourism entity created under s.88.1226 for advertising and promoting tourism and Fresh from Florida.
- Grants to local governments in affected counties to establish and maintain equipment and trained personnel for local action plans of response to disasters, such as plans developed for Coastal Impacts Assistance Program.
- Public infrastructure projects for construction, expansion, or maintenance that enhance economic recovery, diversification, and enhancement of development in affected counties.
- An ad valorem tax reduction in affected counties.

Evaluation Framework

The CEDS Evaluation Framework is a summary of key Region, State, and U.S. data points from the U.S. Census Bureau, American Community Survey (ACS), U.S. Bureau of Economic Analysis (BEA), and U.S. Bureau of Labor Statistics (BLS). These data metrics serve as performance metrics in evaluating the progress of achieving the CEDS goals and objectives.

Median Household Income

ECRC Region
\$55,487



Florida
\$57,703

United States
\$64,994

Per Capita Income BEA 2020

ECRC Region
\$50,921



Florida
\$55,675

United States
\$59,510

Labor Force BLS 2021

ECRC Region
466,501



Florida
10,312,768

Business Establishments BLS 2020

ECRC Region
29,245



Florida
746,409

Total Employment BLS 2020

ECRC Region
366,443



Florida
8,447,957

Total Population

2020 Census

ECRC Region

1,017,065



Florida
21,538,187

United States
331,449,281

Population Density

(Per Square Mile)

2020 Census

ECRC Region

186.5



Florida
401.6

United States
93.8

Population Age 25-44

Census ACS 2016-2020

ECRC Region

26.4%



Florida
25.1%

United States
26.6%

Population Age 65+

Census ACS 2016-2020

ECRC Region

16.9%



Florida
20.5%

United States
16.0%

Poverty Rate

Census ACS 2016-2020

ECRC Region

12.6%



Florida
13.3%

United States
12.8%

Bachelor's Degree or Higher

(Age 25+)

ECRC Region

27.2%



Florida
30.5%

United States
32.9%



Agenda Item # 2022-503

Bank Signature Card Changeover

MEETING DATE

July 5, 2022

PREPARED BY

Dawn Molinero, City Clerk

BACKGROUND

The bank signature cards for all checking and savings accounts and Certificate of Deposits (CDs) will be transferred from the current signature(s) to City Clerk, Dawn Molinero at United and Truist banks.

SUMMARY

The bank(s) require Council approval via the minutes.

RECOMMENDATION

Recommend approval

ATTACHMENTS

None



Agenda Item # 2022-516

Fiscal Year 2023 Millage Rate

MEETING DATE

July 5, 2022

PREPARED BY

Heidi Sroka, Budget
Coordinator

BACKGROUND

Each year the Council must discuss and decide if the current millage rate should remain the same or if it should decrease/increase.

SUMMARY

The current millage rate for the City of Milton is 2.8928 which is the "Rolled-Back Rate", from the previous rate of 3.0841. The prior year rate was 3.2373 and that held from FY2009. The "Rolled-Back Rate" generated the same amount of property tax revenue as approved for the prior year. As with last year, if another "Rolled-Back Rate" is adopted by Council this rate would generate the same amount of property tax revenue. If the tax base increases, the "Rolled-Back Rate" is less than the prior year's rate.

RECOMMENDATION

Council direction

ATTACHMENTS

1. Budget



Gregory S. Brown II, CFA
Santa Rosa County Property Appraiser



June 1, 2022

Dewitt Nobles
Milton City Clerk
PO Box 909
Milton, FL 32572

Dear Mrs. Nobles:

Pursuant to Florida Statute 200.65(8), this letter is to advise you of the estimated value for preliminary budgeting purposes. The 2022 estimated value for your district is:

2021 Final Value	\$415,866,232
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2022 Estimated Taxable Value	\$474,868,973
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2022 Estimated New Construction	\$9,094,879
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2022 Estimated Net Taxable Value	\$465,774,094
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The Certification of Taxable Value will be sent to you on or before July 1, 2022. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Gregory S. Brown II, CFA
Property Appraiser
Santa Rosa County

MAIN OFFICE
6495 Caroline Street, Suite K
Milton, Florida 32570
(850) 983-1880

SOUTH SERVICE CENTER
5841 Gulf Breeze Pkwy Suite A
Gulf Breeze, Florida 32563
(850) 983-1880



Agenda Item # 2022-472

Residential Facade Improvement Grant Program

MEETING DATE

July 5, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Discussion has recently taken place regarding a prospective residential facade improvement program that will apply to areas within the City's CRA and Historic District. The need for such a program has been identified, as there are many deteriorated residential structures within the Milton Downtown CRA that would benefit from a funding source to make improvements to buildings that in many cases have acquired historic value over many decades of existence. Staff has recently completed a draft of a prospective residential facade improvement program, similar to the existing commercial facade program.

SUMMARY

If approved, the program would allow grants to be awarded to residential property owners within the Downtown CRA and the Historic District for facade improvements to residential structures. Examples of projects that would be eligible to receive grant funding would include, but not be limited to repainting, roof replacement, replacement of damaged or deteriorated walls or other exterior support structures. Like the commercial facade improvement program, any funding awarded would require a full match from the property owner. At this time, the maximum amount of grant funds that could be awarded for any single project is set at \$2,000. The attached application package has been reviewed and approved by the Community Improvement Board, with changes, and is being sent back to the CRA for review.

RECOMMENDATION

The Community Improvement Board and the CRA recommend approval of the grant program language. Staff recommends review of the proposed grant program language. The COW voted to move the item forward to the Executive Committee.

ATTACHMENTS

1. Residential Facade Grant Application - Final Draft 06-15-22



City of Milton
Planning & Development Dept
6738 Dixon Street
Milton, FL 32572
www.miltonfl.org

**DEADLINE FOR
APPLICATIONS:**

2022 Residential Façade Improvement Program

Program Summary

The City of Milton Downtown CRA Residential Façade Improvement Program is intended to provide funding to upgrade the visual and aesthetic appearance of structures and property, increase property value, reduce blight and to preserve historic structures within the City of Milton Downtown Community Redevelopment Area (CRA). This grant program is available to property owners of residences in the Downtown CRA only.

The program awards grants of up to \$2,000 to be used exclusively for improvements to the exterior façade of a building. A 100% Grantee match is required, except for those homeowners applying for grant funds for the house in which they live. Any homeowner occupying the house in which grant funds are requested, and that meet the low-income threshold as delineated in the sliding scale table herein shall be eligible for a reduced grant match. The grant may be paid directly to a vendor, paid as draws or a reimbursement to the Grantee. The Grant must be approved by the City Council prior to commencement of any work proposed to be completed with grant proceeds. All necessary project approvals and permits, if required, must be obtained within 60 days of award of the grant. A scale drawing of the project is required, along with material and color samples.

Eligibility

- Property must be located within the Downtown CRA in the city limits of the City of Milton, Florida. Those structures that contain a mix of commercial and residential uses are ineligible to apply. However, residences containing licensed home occupations are still eligible. Existing, Non-Conforming Property may not apply. Property exempt from ad valorem property tax is eligible at a lower grant amount.
- Applicants must have all necessary approvals/permits/inspections. Any outstanding legal issues that could encumber the property or prohibit immediate use as a residence must be resolved or explained. All projects must comply with the City's Comprehensive Plan, Unified Development Code, Life Safety Code and Florida Building Code.
- Unoccupied properties are eligible to receive the grant, but must be actively, continually, and publicly marketed on a verifiable source (CMLS, Zillow, FSBO, etc.) from the date of application until leased.
- Applicants must sign the program application and other related documents. Renters may apply only with property owner's consent. Owners may apply only with renter's consent, if leased.
- Applications are accepted prior to the deadline only. Applications received after the deadline will be returned unopened.
- Priority will be given based on the following criteria: first-time applicants; projects in the designated Historic District; projects in historically significant structures; and/or projects considered to be candidates

for demolition within 12 months.

- Applicants may apply for one grant per cycle only.
- All grants are based on availability of funds. Grants are awarded until all funds are exhausted. If funds remain after the initial cycle, additional cycles, later in the year, may occur.
- Exterior improvements must be approved by staff for appropriateness. The applicant must meet with applicable City/County departments to determine required approvals and permits, if any.
- The City of Milton provides funding only. The City is not responsible for any project design, project management, construction management or oversight of any contractor/s.
- Once the project has been completed, the property must be eligible to obtain, or already have a certificate of occupancy, and have received the final inspection from the appropriate agencies.
- Applicants must demonstrate the financial capacity and ability to complete the project as described in the application. Applicants must detail how the project will be maintained long-term in “like-new” condition upon completion (minimum 5-years).

Eligible Improvements

It is the intent of this grant program to refund a portion of the applicant's cost for exterior improvements to a structure that will increase aesthetic appeal.

Examples of **eligible** items include:

- Exterior ADA Handicapped Access to a Building
- Refurbishment or replacement of exterior walls, including repainting, repairs, tuck-pointing or re-siding
- New, repair or replacement of exterior windows and/or doors
- Repairing, replacing or adding cornices, entrances, doors, decorative detail, porches or other exterior features
- Signs, including the removal of old signs and the design production and installation of new signs. One attached sign may be eligible but is limited to 50% of the total award amount
- Demolition of exterior cosmetic features necessary to install new exterior cosmetic improvements
- Awnings or canopies over windows or walkways and other decorative improvements, including shutters
- Replacement, re-shingling or re-surfacing of the roof or mansard, provided that the roof contributes to the aesthetics of the façade. The roof features must be visible from the Right-of-Way
- Exterior Lighting or other design elements to enhance exterior character.
- Installation of a brick or textured driveway
- Repair or replacement of wooden picket fences or wrought iron fences that are fully visible from the street right-of-way
- Restoration of Architectural Features
- Exterior Painting

Ineligible Improvements

All construction not substantially contributing to an exterior aesthetic improvement will be excluded from this program. Any other grants from other programs may not be combined for the same materials or work.

Examples of **ineligible** items include:

- Rent, mortgage, insurance, utilities, taxes, or other, similar costs of ownership
- Signage improvements
- Interior modifications and/or rehabilitation

- Regular/routine maintenance and repair
- Refinancing existing debt
- Owner performed labor (unless the owner is a duly licensed contractor)
- Soft Costs (licenses, permits, impact fees, architect/engineer cost, etc.)
- All structural improvements not substantially contributing to an exterior aesthetic improvement of the property

Additional Information

1. Buildings with multiple residential units under one roof may not combine grant funds. Properties of this type are limited to a maximum grant of \$2,000 per grant cycle.

2. Residential Façade Grantees must provide a match of at least 100% over and above the amount of the grant request, except as indicated below. For example, for a grant of the maximum \$2,000, an owner match of at least \$2,000 is required, resulting in a total project of at least \$4,000.

3. The minimum required match for applicants that own and occupy the homes for which a funding request is made shall be based upon total household income of all adults residing within the house. For the purposes of this application, “adult” is defined as 18 years of age or older or emancipated by court order as of the date of the grant application. Employed, unemancipated minors are not included in household income. The applicant shall provide for review the most recent federal income tax return for all adults residing within the household whether related or not. **DO NOT SUBMIT TAX RETURNS WITH THIS APPLICATION.** Any tax return submitted with this application shall become public record. Any applicant demonstrates a total household income that falls within Total Income Columns A through E in the table below shall be eligible for the reduced match amount based on the applicable column.

Sliding Scale Table for Reduced Match Amounts

Household Size	Total Income A	Total Income B	Total Income C	Total Income D	Total Income E	Total Income F
1	\$0 - \$14,550	\$14,550 - \$19,375	\$19,375 - \$24,200	\$24,200 - \$31,475	\$31,475 - \$38,750	Over \$38,750
2	\$0 - \$17,420	\$17,420 - \$22,535	\$22,535 - \$27,650	\$27,650 - \$35,950	\$35,950 - \$44,250	Over \$44,250
3	\$0 - \$21,960	\$21,960 - \$26,530	\$26,530 - \$31,100	\$31,100 - \$40,450	\$40,450 - \$49,800	Over \$49,800
4	\$0 - \$26,500	\$26,500 - \$30,525	\$30,525 - \$34,550	\$34,550 - \$44,925	\$44,925 - \$55,300	Over \$55,300
5	\$0 - \$31,040	\$31,040 - \$34,195	\$34,195 - \$37,350	\$37,350 - \$48,550	\$48,550 - \$59,750	Over \$59,750
6	\$0 - \$35,580	\$35,580 - \$37,840	\$37,840 - \$40,100	\$40,100 - \$52,125	\$52,125 - \$64,150	Over \$64,150
7	\$0 - \$40,120	\$40,120 - \$41,485	\$41,485 - \$42,850	\$42,850 - \$55,725	\$55,725 - \$68,600	Over \$68,600
8	\$0 - \$44,660	\$44,660 - \$45,155	\$45,155 - \$45,650	\$45,650 - \$59,325	\$59,325 - \$73,000	Over \$73,000

Required Match Amount	0%	20%	40%	60%	80%	100%
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3. Any building owned by a nonprofit and/or religious entity that does not pay property taxes shall only be eligible for Facade Improvement Grant Program funding up to \$1,200. The applicant must contribute a match of at least 100% over and above the cost of the requested grant amount. For example, for a grant of the maximum \$1,200, an owner match of at least \$1,200 is required, resulting in a total project of at least \$2,400.
4. Any applicant not meeting the eligibility criteria may request consideration for an exception from the City Council, depending on the intent of the renovation.
5. The grant application must be completed and submitted to the City with the following items:
 - a. Photographs of the existing building and the proposed project area.
 - b. Schematic drawings illustrating all proposed work, or pictures with project description outlined.
 - c. A description of materials and methods to be used
 - d. Material samples or color swatches should be provided for approval.
 - e. Cost estimates for each aspect of the project.
6. The applicant is advised that this grant is given at the sole discretion of the City Council of the City of Milton and the criteria are used as a basis to evaluate the Applicant's project, and does not create entitlement to funding. The application shall be reviewed by the City for completeness and eligibility prior to any approvals. The City reserves the right to waive any technical irregularity, award in-mass, partial fund, split fund, or reject all submittals. Additional, post-award requirements may be added by City Council at their sole discretion.
7. All projects must be completed within 180 days (6 months) or by the contracted date after receiving approval from the City of Milton staff and any required building permits. All work must be completed by the completion date assigned according to the contract. Incomplete projects may require reimbursement to the City, according to contract requirements.
8. If a grant is awarded, the City of Milton will determine, in coordination with the Grantee, the most appropriate method for payment. The maximum payout prior to project completion and final inspection is 75% regardless of payment type. Verification of payments, release of lien, etc. from a vendor or contractor must be presented, (canceled checks, paid invoice from vendors) prior to issuing final grant payment.
9. Applicants may be requested to make a presentation of their project to staff and/or City Council.
10. ANY COST FOR WORK PREVIOUSLY COMPLETED PRIOR TO AN APPROVED APPLICATION CANNOT BE REIMBURSED UNDER ANY CIRCUMSTANCE. DO NOT START ANY PHYSICAL RENOVATIONS UNTIL **AFTER** FINAL APPROVAL BY THE CITY, COMPLETION OF THE CONTRACT WITH THE CITY & NOTICE TO PROCEED HAS BEEN ISSUED.

Historic Structures

Buildings will be evaluated based on historical/architectural significance, with priority given to buildings with inappropriately applied facades that cover original details (architectural features/details, windows, doors) or are unsightly, and/or out-of-scale. For historic structures, the goal of the City is to either partially or fully restore the original appearance of the building; or create an appearance that is consistent with its historic character. Modern treatments which blend into and are compatible with the building and surrounding block are allowed, but not preferred. Proposed changes to the building's façade to be funded by this program will not remove, alter, damage, or cover up significant architectural or historical feature(s) of the building that either are original, or reflect a major alteration that has historic architectural value. All projects involving contributing historic structures within the Milton Historic District must receive approval from the Historic Preservation Board prior to approval of any grant funds.

Default

Default of the Grant shall occur if one or more of the following takes place:

- Funded Improvements are altered, modified, removed, or demolished following project completion.

If any of the above-referred activities occur within one (1) year of the project completion date without receiving prior City approval, grant funds shall be repaid to the City.

How the Program Works

1. Applicant must submit a complete application packet prior to the deadline, including the following:
 - Complete application form
 - Legal description of property
 - Proof of property ownership or notarized letter from owner consenting to the project
 - Proof of property insurance
 - Certification of zoning and future land use compliance
 - Scaled drawing of improvements involving building changes
 - Accurate color mock-ups and/or paint chips
 - Original color photographs of existing property conditions
 - Three cost estimates from qualified contractors (labor and materials for entire project). If the owner of the property is a licensed contractor and is qualified to do the work, then two additional cost estimates from qualified contractors will be required.
 - Tax return from the head of household demonstrating total household income and household size for must be shown, **not submitted**, by only those applicants requesting a reduction in the required match amount based on income levels.
 - Final cost estimate including name of licensed contractor chosen to perform work
 - Copy of the chosen contractor's license (if licensure is required for the work)
 - Copy of City of Milton Business License (if a home occupation exists within the residence)
2. If requested, meeting with staff to review the project. Applicants may be requested to provide additional information.
3. Applications are forward to City Council for review and approval.
4. Project presentation (if necessary)
5. If approved, staff will prepare a grant agreement for the applicant's signature.
6. After approval and execution of all documents, the applicant is provided with a notice to proceed.
7. Copy of all permits (if necessary)
8. Upon project completion, signed off permit from City/County Building Inspections (if necessary), receipt of the final invoice(s) from contractor(s), proof of payment, inspection by City Staff, and sign off by the property owner; the final invoice will be submitted for payment.

9. City will issue a reimbursement check to the applicant or directly pay to the vendor.

FOR MORE INFORMATION,
PLEASE CONTACT THE CITY OF MILTON
PLANNING & DEVELOPMENT DEPARTMENT
AT 850-983-5440
OR EMAIL TMILSTEAD@MILTONFL.ORG.

DEADLINE FOR APPLICATIONS IS:



City of Milton
Planning & Development Dept
6738 Dixon Street
Milton, FL 32572
www.miltonfl.org

**DEADLINE FOR
APPLICATIONS:**

DATE OF APPLICATION: _____
PROPERTY OWNER(S): _____
PROPERTY OWNER(S) (IF DIFFERENT): _____

TOTAL AMOUNT REQUESTED (MAXIMUM \$2,000): \$ _____
TOTAL AMOUNT OF MATCH (MINIMUM 100%): \$ _____
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): \$ _____

ADDRESS OF PROJECT: _____
PROJECT NAME: _____

ATTACH REQUIRED ADDITIONAL INFORMATION:

- Complete application form
- Detailed project description
- Legal description of property
- Proof of property ownership or letter from owner consenting to the project
- Proof of property insurance
- Certification of sign ordinance, zoning and future land use compliance
- Scaled drawing of improvements involving building changes
- Accurate color mock-ups and/or paint chips
- Original color photographs of existing property conditions
- Three cost estimates from qualified contractors (labor and materials for entire project).
- Final cost estimate including name of licensed contractor chosen to perform work
- Copy of the chosen contractor's license (if licensure is required for the work)
- Copy of City of Milton Business License.

NAME & MAILING ADDRESS OF OWNER/APPLICANT (PLEASE PRINT):

SIGNATURE(S) OF RENTER AND PROPERTY OWNER(S) (IF DIFFERENT)

TELEPHONE # (850) _____ CELL # _____ EMAIL _____

For official use only:



City of Milton
 Planning & Development Dept
 6738 Dixon Street
 Milton, FL 32572
www.miltonfl.org

Memorandum of Understanding

I, the grantee, understand that work cannot commence on any portion of the Downtown CRA Residential Façade Improvement Project prior to receiving approval of the grant funds by the City of Milton. A written notification to proceed will be provided. I, the grantee, have read, understand, and accept the terms and conditions of the grant. I have read and understand the actions which will trigger a default. In the event of a default, I, the grantee, do hereby guarantee the repayment of the principal amount of the grant in accordance with the terms of the Residential Façade Improvement Program application and guidelines. If the grantee is not the property owner, as shown in the Santa Rosa County Property Appraiser's Database, the property owner must also execute this Memorandum of Understanding.

 Grantee Name (Please Print)

 Grantee Signature

 Date

 Property Owner Name (Please Print)

 Property Owner Signature

 Date

 City of Milton (Please Print)

 City Manager Signature

 Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	☐ Individual/	☐ Corporation ☐ Partnership ☐ Other
	Check appropriate box: Sole proprietor	
	☐ Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
-	-
or	
Employer identification number	
-	-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
-----------	--------------------------	------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITH THE APPLICATION:

City of Milton
Planning & Development Dept.
6738 Dixon Street
Milton, FL 32572

1. IF YOU ARE AN INDIVIDUAL OR NON-CORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:

_____ does operate in corporate form. (Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____



Agenda Item # 2022-495

Certified Local Government Draft Ordinance

MEETING DATE

July 5, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

The Executive Committee voted in June 2021 to pursue the application for the City to become a Certified Local Government (CLG). Staff began the process of researching the requirements to become a CLG, including the requirement of implementing a new ordinance that would replace the existing Historic Preservation ordinance in the City's Unified Development Code, and would be in compliance with state requirements for CLGs. This ordinance is in draft form, and must be adopted as a part of the city's application to become a CLG.

SUMMARY

City staff and the Historic Preservation Board have been working with residents and business owners in the Historic District for many months now to work on a draft ordinance that appropriately preserves the City's historic resources, meets the needs of the residential and business community in the Historic District, and meets the requirements of the state CLG program. Staff began the process of creating a draft ordinance by using a model from another CLG community in the state, and tailoring the model to better fit the City of Milton. It was then submitted to the HPB for their review through a series of public workshops. Many modifications have been made to the draft ordinance since that time, and those changes are incorporated into the attached document. Any additional changes that are made will be forwarded to the Council for review prior to the submittal of the formal application to the state to become a CLG. If the draft ordinance is adopted by the City Council, staff will finalize the process of submitting the formal application to the state to become a CLG.

RECOMMENDATION

Staff recommends review of the draft ordinance. Staff has compared the draft ordinance to the City's Comprehensive Plan and Unified Development Code, and has determined that the draft ordinance is consistent with those master documents, and thus, review by the Milton Planning Board is not required. The HPB voted 3-2 to forward the draft ordinance to the COW for approval. The COW voted to move the item to the Executive Committee.

ATTACHMENTS

1. Historic Preservation CLG Draft Ordinance - 061622

ORDINANCE NO. **X**

AN ORDINANCE REPEALING ARTICLE 11.4 OF THE UNIFIED DEVELOPMENT CODE, AND INSTITUTING ARTICLE 19 "HISTORICAL RESOURCE PROTECTION;" MAKING FINDINGS OF FACTS AND PURPOSE; REQUIRING PERMIT FOR DESTRUCTION OR ALTERATION OF SIGNIFICANT ARCHAEOLOGIC OR HISTORIC SITE; PROVIDING FOR THE DESIGNATION OF SITES AND FOR DEVELOPMENT ON IDENTIFIED SITES; PROVIDING FOR APPEALS AND DEFINITIONS; PROVIDING FOR AN HISTORIC PRESERVATION BOARD WITH DUTIES AND AUTHORITY; PROVIDING FOR THE CITY OF MILTON TO BECOME A CERTIFIED LOCAL GOVERNMENT FOR HISTORIC PRESERVATION PURPOSES; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA:

SECTION 1. Article 11.4, "Historical Resource Protection" of the Code of Ordinances of the City of Milton is hereby amended by repealing Article 11.4 in its entirety, replacing all references thereto, and enacting Article 19, to read as follows:

Article 19. HISTORICAL RESOURCE PROTECTION

ARTICLE 19. - IN GENERAL

19.1 - Definitions.

Commented [TM1]: .

As used in this article, the following terms shall mean:

Alteration. Any act that changes the exterior features of a designated property.

Amendment 3. The Florida Constitution, Article VII, Section 3(e), and the Florida Legislature in Sections 196.1997 and 196.1998, govern the allowance of certain ad valorem tax exemptions for historic properties.

Milton Register of Historic Places: An official listing maintained by the city of all designated Historic Properties. <https://catalog.archives.gov/id/77843864#.YeGaBnf4-C0.link>

Building. Any structure with an impervious roof built for the support, shelter or enclosure of persons, animals, chattels, or property of any kind which has enclosing walls for fifty (50) percent or more of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof."

Building official. The officer or other designated authority, or their duly authorized representative, charged with the administration and enforcement of the Florida Building Code in the City or Santa Rosa County.

Certificate of appropriateness. A written authorization issued by the historic preservation board required for any proposed work that will result in the exterior alteration, demolition, relocation, or reconstruction, of a designated historic resource; any proposed new construction associated with a designated historic resource or within a designated historic district.

Certified local government. A designated local government meeting the requirements of the National Historic Preservation Act Amendments of 1980 (PL 96-515), which implements regulations as established by the United States Department of the Interior (36 CFR 61) and the Florida Certified Local Government Guidelines provided by the Florida Department of State, Division of Historical Resources.

Certificate of designation. A written document indicating the designation of a historic resource meeting the criteria and being designated as such as outlined in this article.

City Council or council. Refers to the City Council of the City of Milton, Florida.

Demolition. Any act that destroys in whole or in part a site, building, or structure.

Demolition by neglect. Improper or inadequate maintenance of a historic resource which results in its substantial deterioration and threatens its continued preservation.

Documentation. Photographs, slides, drawings, plans, or written descriptions.

Exceptional importance. A historic resource that has achieved significance within the last fifty (50) years because of the importance of an event that has occurred there on the local, state, or national level; the community's strong associative attachment to the resource; or the significance of a building's architecture or architect.

Florida Master Site File. The state's clearinghouse for information on archaeological sites and historic structures, and field surveys of such sites and structures. It is a system of paper and computer files maintained by the Division of Historical Resources, Florida Department of State. Resources listed in this inventory do not have to meet a historical or cultural significance requirement.

Historic preservation board or board. An agency of the city government in and for the city. The board is vested with the power, authority, and jurisdiction to inventory, designate, certify, regulate and manage historic resources in the city as provided for in this article.

Historic preservation fund. The source from which monies are appropriated to fund the program of matching grants in aid to the states for historic preservation programs and projects, as authorized by Section 101(d)(1) of the National Historic Preservation Act, as amended.

Historic resource. Any prehistoric or historic site, building, structure, objects or other real or personal property of historical, architectural, or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure troves, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government or culture of the county, the state, or the United States of America.

Integrity. The authenticity of a resource's historic identity evidenced by the survival of physical characteristics that existed during the resource's historic or prehistoric period.

Local register. A means by which to identify and classify various sites, buildings, and objects as historic and/or architecturally significant.

Mass. The envelope or cubic footage of the structure, including, but not limited to all habitable space, garages, attics, storage areas and porches.

National Register of Historic Places. The national list of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture, maintained by the Secretary of the Interior under authority of Section 101(a)(1)(A) of the National Historic Preservation Act, as amended.

Object. A material thing of functional, aesthetic, cultural, historical, or scientific value that may be by nature of design, movable, yet related to a specific outdoor setting or environment.

Ordinary maintenance. Any work for which a building permit is not required by law.

Person. An individual, firm, association, organization (whether social, fraternal or business), partnership, joint venture, trust company, corporation, receiver, syndicate, business trust or other group or combination acting as a unit, including any government.

Planning Director. The employee or consultant to the city or their duly authorized representative who is responsible for administering, interpreting, and enforcing the provisions of this article. The role shall be filled by the City of Milton Planning and Development Director or his designee.

Property owner. Any person, group of persons, firm, joint venture, corporation or other legal entity having legal title to the land regulated under this article.

Rehabilitation. The act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural or cultural values.

Restoration. The act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or the replacement of missing earlier work.

Scale. The scale of a building is defined as the ratio of the mass of the building to the total buildable area of the property, as defined by maximum setback, step-back and height requirements.

Site. The location of a significant event, a prehistoric or historic occupation or activity, or building or structure, whether standing, ruined or vanished, where the location itself maintains a historical or archaeological value regardless of the value of any existing structures. [Revisit this definition](#)

State Historic Preservation Officer (SHPO). The official designated pursuant to F.S. § 267.031(7), to administer the state historic preservation program established for the purpose of carrying out the provisions of the National Historic Preservation Act of 1966, as amended.

Structure means anything constructed or erected which is located 12 inches above the ground or attached to something located on the ground, exclusive of landscape materials.

19.2 - Findings of fact, purpose, and intent.

(a) *Findings of fact.* The purpose of this article is to identify, evaluate, recognize, preserve and protect significant historic and archaeological resources by:

- (1) Historic and prehistoric resources are nonrenewable and can contain artifacts and other associated remains and features, which can contribute to an understanding of an area's prehistory and history.
- (2) The protection, enhancement and perpetuation of properties of historical, cultural, archeological, aesthetic and architectural merit are in the interests of the health, prosperity and welfare of the people of the city.
- (3) The City of Milton contains significant historic resources dating to the founding of the City, and including structures in the Colonial Revival, Greek revival, Gothic Revival, Craftsman, and Frame Vernacular styles.
- (4) This Article seeks to protect and preserve elements that contribute to the architectural and historic significance of the City of Milton, including but not limited to, distinguishing historic material, distinctive stylistic architectural features, examples of skilled craftsmanship, periods of construction, and significant historical, architectural, and cultural materials or embodies the distinctive characteristics of a type or method of construction.
- (5) The City of Milton's Comprehensive Plan encourages the City of Milton to preserve and protect historically and architecturally significant resources and structures.
- (6) The historic and architectural significance of the City of Milton has been established through field surveys and other inventory and analysis tasks; and

- (7) It is desirable for the City to become a Florida Certified Local Government for the purpose of implementing the City's historic preservation policies and regulations.
- (b) *Purpose.* The purpose of this article is to identify, evaluate, recognize, preserve and protect significant historic and archaeological resources by:
- (1) Creating a historic preservation board with the power and duty to effectively administer this article.
 - (2) Authorizing the historic preservation board to certify designation of individual properties (including buildings, structures, sites and objects) as historically significant using the criteria established in this article with property owner consent only.
 - (3) Protecting the integrity of historic resources by requiring the issuance of certificates of appropriateness and certificates to excavate before allowing alterations, removal or disturbance of designated resources.
 - (4) Encouraging historic preservation by providing technical assistance and incentives, including financial.
 - (5) Managing the historic resources owned and/or operated by the city in a manner consistent with the city comprehensive plan and policy maintained by the Florida Department of State, Division of Historical Resources.
- (c) *Intent.* The intent of this article is to promote the general health, safety and welfare of the public by:
- (1) Stabilizing and improving property values through the rehabilitation of individual properties and the revitalization of older residential neighborhoods and commercial areas
 - (2) Fostering and strengthening civic pride through acknowledgement of accomplishments of the past and protecting the city's heritage for the future.

19.3 - Scope.

This article shall govern and be applicable to all property located in the city.

19.4 - Incentives.

Financial assistance. All properties certified as historic resources under the scope of this article shall be eligible for any financial assistance set aside specifically for the preservation and protection of such resources as established by the city, the county, the state, or the federal government, provided they meet the requirements of such programs.

Commented [TM2]: Additional incentives to be discussed at next meeting.

19.5 - Fees.

The city council is hereby authorized to adopt a fee resolution to implement the provisions of this article.

19.6 - Filing of historical material and data.

The office of the city clerk shall file and record all such historical material and data that the board may direct to be filed and recorded.

19.7 - Re-hearings.

- (a) If it is alleged that the historic preservation board or the city council has overlooked or misinterpreted some facts or points of law, a rehearing of any decision of the board or the city council may be granted by that body upon the request of any person or property owner that believes that they have been aggrieved by its decision, herein referred to as the movant. The request shall be in writing, shall be filed with the city staff within thirty (30) working days after rendition of the decision by the board or the city council, and shall state its grounds.
- (b) The movant shall then serve the request by certified mail or hand delivery upon the mayor and the city clerk, and the property owner if the movant is other than the property owner previously notified of the hearing, together with a notice stating the date, time and place it will be orally presented to the board or city council.
- (c) If the board or city council grants the motion, it shall state its reasons for doing so, and set a date, time, and place for another public hearing upon due public notice.

19.8 - Standards for rehabilitation of historic structures.

The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Regulated Historic Buildings and the City of Milton's Pattern Book are hereby adopted as review guidelines for the rehabilitation of regulated historic structures located within the city historic district, and those listed at the National Register, but located outside the historic district.

19.9 – Historic Preservation Board- Generally.

- (a) *Creation.* The City of Milton Historic Preservation Board is referred to in this article as “the board”, as an agency of the city government in and for the city. The board is vested with the power, authority and jurisdiction to inventory, and designate new properties with property owner consent only. The board shall also certify, regulate, and manage historic resources in the city as provided for in this article.
- (b) *Orientation.* The office of the city clerk and/or the city attorney will conduct a board orientation in the first quarter of the year in which appointments are to be made. The orientation will acquaint the board with parliamentary procedure, Sunshine law, public records law, and the city staff that will be available to the historic preservation board.
- (c) *Powers and duties.* The board shall have the following powers and duties:
 - (1) Adopt rules and procedures necessary for the implementation of the provisions of this article.
 - (2) Issue certificates of designation and designate eligible historic resources pursuant to the criteria outlined in this article.
 - (3) Advise the city council on all matters related to historic preservation policy, including use, management and maintenance of historic resources.
 - (4) Propose and recommend to the city council financial and technical incentive programs to further the objectives of historic preservation.
 - (5) Educate owners of designated historic resources and the general public on the

benefits of historic preservation and federal, state and local laws and policies regarding the protection of historic resources.

(6) Request grant assistance through the city council from state, federal or private sources for the purpose of furthering the objectives of historic preservation.

(7) Upon designation as a certified local government, to review and with the owner's approval make recommendations concerning National Register of Historic Places nomination and proposals for properties to the Florida Master Site File.

(8) Issue certificates of appropriateness when appropriate.

(9) Perform any other function or duty related to historic preservation authorized under this article or assigned by the city council.

(10) Be represented at pertinent historic preservation educational meetings, workshops, and conferences sponsored by the Florida Department of State, Division of Historic Resources, or the Florida Trust for Historic Preservation.

(11) Seek expertise on proposals or matters requiring evaluation by a professional or a discipline not represented on the board.

(12) Encourage board members to participate in the survey and planning activities of the city.

(13) The board shall conduct an annual goal-setting session where they will outline their work-plan for the year. The board will make an annual presentation to the city council on the accomplishment of their work plan.

(d) *Membership.*

(1) *Qualifications.* The board shall have seven(7) members, whose area of geographic responsibility is coterminous with the boundaries of the City of Milton with 1 member that is a non-resident that possess skills in historic preservation. The members of the board shall be appointed by the city council and approved by the city council. All applicants for positions on the board shall submit relevant qualifications for the city council's consideration. Applicants shall be eligible to serve provided the applicant owns property or is a resident in the city prior to the date of making application. Preference is given to applicants with expertise in history, architecture, architectural history, civilization, cultural geography, cultural anthropology, American history, or historic preservation.

(2) *Term.* Members shall be appointed for a term of four years, except in the case of an appointment to fill a vacancy for the four-year period in which event the appointment shall be for the unexpired term only. Any member of the board may be removed from office by the city council in a regular meeting.

(3) *Meetings.* The board shall hold a minimum of four meetings per year at regular intervals.

(4) *Educational meetings and workshops.* Persons serving on the board are encouraged to attend educational meetings or workshops to develop a special interest, expertise, experience or knowledge in preservation, architecture, or quasi-judicial boards.

(5) *Appointed professionals.* The city may appoint professionals as needed to advise and assist the board, carry out delegated responsibilities, and undertake the requirements for certified local government certification.

(6) *Procedures and quorum.* Four members shall constitute a quorum for the transaction of business, and minutes shall be kept of all meetings. Each meeting shall have been previously noticed and shall be open to the public. No certificate of designation or certificate of appropriateness shall be approved unless a majority concurs. All records of the board, including its rules of procedure, minutes, and inventory, shall be maintained and considered to be public records open to inspection by the public. Upon designation as a certified local government, the board shall meet the reporting requirements outlined in the Florida Certified Local Government Guidelines.

(7) *Selection of chair and vice-chair; right to vote; minutes.* The board shall select a chair and vice-chair for one year terms and shall prescribe their duties and powers. Appropriate city staff members shall attend all meetings, acting in an advisory capacity and participating fully in board discussions, but having no right to vote. The board shall keep minutes of its proceedings, record the vote on each question and keep records of its discussions, recommendations, and other official actions.

(8) *Removal.* The city council may remove any member of the board for cause. Any member of the board who has two consecutive unexcused absences shall be automatically removed. A board vacancy shall be filled for the remainder of the unexpired term. The nomination by the City Council to fill a vacancy shall be made within sixty (60) calendar days of the vacancy.

(9) *Expenses.* The mayor is hereby authorized to **pay** the expenses of the historic preservation board.

Commented [TM3]: Staff to research further based on public concerns.

19.10 Local Government Certification Program. The City of Milton shall become certified pursuant to the Certified Local Government Program administered by the State Historic Preservation Officer ("SHPO").

(a) *Duties of the City Planning Department.* The City Planning Department shall perform all activities required for compliance with the Certified Local Government Program administered by the State Historic Preservation Officer ("SHPO"). The Planning Department shall provide written notice to the SHPO the next business day following the approval of any new historic landmark designation or alteration of any existing historic landmark designation. The Planning Department shall provide written notice to the SHPO no later than thirty (30) calendar days after any of the following events:

1. Changes in Historic Preservation Board membership.
2. Amendment of regulations governing the Historic Preservation Board; provided, however, that the SHPO shall review and approve any amendments prior to adoption by the Historic Preservation Board.
3. The Planning Department shall provide duplicates of all relevant documents to the SHPO and maintain written records verifying receipt of documents by the SHPO.
4. The Planning Department shall submit advance written notice of each Historic Preservation Board meeting to the SHPO at least thirty (30) calendar days before each meeting.

5. The Planning Department shall submit proposed amendments to any ordinance governing the Historic Preservation Board to the SHPO at least thirty (30) calendar days before the meeting at which such amendments will be considered; provided, however, that no amendments shall be adopted by the Historic Preservation Board until after the SHPO has reviewed and approved such amendments.
6. The Planning Department shall submit draft minutes of each Historic Preservation Board meeting to the SHPO no later than thirty (30) calendar days after each meeting.
7. The Planning Department shall submit approved minutes of each Historic Preservation Board meeting to the SHPO no later than thirty (30) calendar days after each meeting at which such minutes were approved.
8. The Planning Department shall submit written records of attendance by Historic Preservation Board members at each Historic Preservation Board meeting to the SHPO no later than thirty (30) calendar days after each meeting.
9. The Planning Department shall submit written records of attendance by the public at each Historic Preservation Board meeting to the SHPO no later than thirty (30) calendar days after each meeting.
10. The Planning Department shall submit an annual written report to the SHPO no later than November 1 of each year covering the time period from the previous October 1 through September 30. The annual report shall include the following information:
 - a. A copy of the rules of procedure for the Historic Preservation Board;
 - b. A copy of the historic preservation ordinance;
 - c. Resumes of all Historic Preservation Board members;
 - d. Changes to the membership of the Historic Preservation Board;
 - e. The total number of projects reviewed by the Historic Preservation Board;
 - f. A review of survey and inventory activity with a description of the system used;
 - g. New historic landmark designations;
 - h. New listings on the National Register of Historic Places; and
 - i. A report of all grant assisted activities.

19.11 - Appeal of decisions of the planning director.

- (a) The historic preservation board has the sole authority to hear and decide appeals from any order, requirement, decision or determination of the planning director in the enforcement of this article. Appeals may be taken by any person aggrieved, or by any officer, board, department, or agency of city government adversely affected by any decision of

the planning director. An appeal shall be taken within thirty (30) days after rendition of the order, requirement, decision, or determination, by filing with the planning director a written notice of appeal specifying its grounds.

(b) The appeal shall be on a form prescribed by the planning director.

(c) Upon receipt of the notice of appeal, the planning director shall transmit to the board all documents, plans, papers, minutes, applications, recommendations or other materials relating to the appealed decision.

19.12 - Appeal of decisions of board.

(a) The city council, acting as the redevelopment agency, has the sole authority to hear and decide appeals from any order, requirement, decision or determination of the historic preservation board, except for nominations for the National Register of Historic Places, which shall be appealed to the state historic preservation officer. Appeals may be taken by any person aggrieved or by any officer, board, department or agency of city government adversely affected by any decision of the board. An appeal shall be taken within thirty (30) days after rendition of the order, requirement, decision or determination, by filing with the planning director a written notice of appeal specifying its grounds.

(b) The appeal shall be on a form prescribed by the planning director.

(c) Upon receipt of the notice of appeal, the planning director shall transmit to the city council all documents, plans, papers, minutes, applications, recommendations or other materials relating to the appealed decision.

19.13 - Initiation of process.

The process for designation of historic resources shall be initiated by the filing of a completed application for a certificate of designation by the property owner upon payment of any applicable fees. The property owner shall also have the right to withdraw the application at anytime.

19.14 - Application for certificate of designation.

Prior to the designation of any historic resource pursuant to this article, an application for a certificate of designation shall be submitted to the historic preservation board by owner's consent. This application shall contain, as a minimum, the following information:

- (1) For individual historic buildings, structures, and objects:

- a. A physical description of the building, structure or object and its character-defining features, accompanied by photographs.
 - b. A description of the existing condition of the building, structure or object, including any potential threats or other circumstances that may affect the integrity of the building, structure or object.
 - c. A statement of the historical, architectural or other significance of the building, structure or object as defined by the criteria for designation established by this article.
 - d. A statement of rehabilitative or adaptive use proposals, if applicable.
 - e. A location map showing zoning and other appropriate land use information and a legal description of the property.
 - f. The name of the building, structure or object, and the Florida Master Site File number, if applicable.
 - g. The name and address of the property owner.
 - h. Any other appropriate information requested by the board.
- (2) For individual archaeological or historic sites:
- a. The name of the site, and the Florida Master Site File number, if applicable.
 - b. A location map showing zoning and other appropriate land use information and a legal description of the property.
 - c. Culture or historic periods represented at the site.
 - d. The type of site and a list of any artifacts associated with the site.
 - e. A list of any references to human remains discovered at the site.
 - f. Photographs showing at least one (1) general view of the site and photographs of diagnostic artifacts found at the site (if available).
 - g. A statement of the historical and/or scientific significance of the site as defined by the criteria for designation established by this article.
 - h. A description of the physical condition of the site, including any potential threats or other threats that may affect the integrity of the site.
 - i. The name and address of the property owner.
 - j. Any other appropriate information requested by the board.

Commented [TM4]: Include reference to Sec. of Interior's Standards here.

19.15 - Procedure for issuance of certificate of designation.

(a) *Public hearing.* For each proposed designation pursuant to this article, the board shall hold a public hearing within sixty (60) days after the filing of an application by the property owner for a certificate of designation with the planning director and after due public notice. The planning director, at the public hearing, shall:

(1) Make recommendations to the board as to whether or not the building, structure or object is eligible for designation pursuant to this article and provide a listing of those features of the building, structure or object which require specific historic preservation treatments.

(2) Make recommendations to the board as to whether or not the site is eligible for designation pursuant to this article, which shall include a location map showing site boundaries, justification for such boundaries, relevant land use information and any proposed development.

(b) *Action by board.* At the public hearing, the board shall either approve, deny, or approve with conditions a proposed certificate of designation pursuant to this article based on the criteria outlined in section 19.18. Unless appealed, the decision of the board shall be the final administrative action. Copies of the decision shall be mailed to the applicant and property owner within ten (10) days of the board's decision.

(c) *Issuance of certificate; recommendation of amendments to comprehensive plan.* If a designation is made, the board shall issue the certificate of designation and recommend to the city council, if needed, amendments to appropriate elements of the comprehensive plan, including the future land use map, to show such designation. All designations shall be filed with the planning director.

(d) *Suspension of building activities during review process.* Upon the filing of an application for certificate of designation, no permits may be issued authorizing building, alteration, demolition, relocation or excavation of the subject property until such time as final board administrative action occurs. The planning director shall notify the building official of the suspension of activities upon the filing of an application for designation. If a permit has been issued by the City prior to the application for designation, any such permit may be withdrawn by the City upon agreement of the planning director, building official and city manager.

19.16 - Criteria for issuance of certificate of designation.

The historic resources considered for issuance of a certificate of designation by the historic preservation board shall possess at least three (3) of the following characteristics: integrity of location, design, setting, materials, workmanship, be at least fifty (50) years old unless it has exceptional importance; and shall meet at least one (1) criterion in one (1) of the three (3) significant categories listed in this section:

- (1) A historic resource shall be considered historically significant if it is:
 - a. Associated with the life or activities of a person of importance in local, state, or national history;
 - b. The site of a historic event with a significant effect upon the city, county, state, or nation;
 - c. A prime historical example of the political, cultural, economic or social trends, successes, or failures of the people of the city;
 - d. Associated with a past or continuing institution which has contributed substantially to the life of the people in this city; or

- e. A building or structure, site, object if its location, landscape setting or environment exemplifies a specific historical context.
 - f. Found to embody the distinctive characteristics of a type or method of construction.
- (2) A historic resource shall be considered architecturally significant if it is:
- a. A building or structure that embodies distinctive characteristics of an architectural style, type, form, period or method of construction;
 - b. A building or structure that is the work of a prominent architect, builder or other design professional;
 - c. A building or structure possessing elements of design, detail, material or craftsmanship which are of outstanding quality;
 - d. A building or structure which represented, in its time, a significant technological innovation, or an adaptation to the state environment; or
 - e. An exceptional or unique example of a utilitarian structure or building.
- (3) A historic resource shall be considered archaeologically significant if it is:
- a. A site associated with an important historical event or person and which contains intact archaeological deposits;
 - b. A site of such condition that data recoverable from the site may provide unique or representative information on past human activities and behavior; or
 - c. A site that has in the past revealed information vital in developing well-established and widely accepted models and theories about past cultures and/or activities.

19.17 - Rescinding designation.

The designation of any historic resource may be rescinded through the same procedure utilized for the original designation provided that the following conditions are met:

- (1) The historic resource or contributing resource no longer retains its significance due to permitted alterations or extensive damage cause by fire or storm;
- (2) The board vote to rescind a designation is majority of the members attending

19.18 - Activities requiring certificate.

A certificate of appropriateness issued by the historic preservation board for designated properties, shall be required for any of the following activities:

- (1) Any alteration requiring a building permit or will change the exterior appearance of an individually designated historic building or structure.

- (2) Demolition of an individual building or structure that is listed as a contributing structure or issued a certificate of designation.
- (3) The relocation of any building or structure or individually designated historic resource.
- (4) Any new construction of principal or accessory buildings, structures, or any addition to any building designated as a historic resource.

19.19 - Other permits and approvals.

A certificate of appropriateness shall be considered prerequisite to the issuance of any other permits required by this article or the city council. The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permits or approvals required by the city.

19.20 - Supplementary design review regulations.

(1)

In the historic district, where a characteristic development pattern and distinctive architectural style have already been established, new development shall be planned to reinforce this special character. The early 1900's architectural style is the established theme for the historic district. In issuing land use certificates, the downtown redevelopment board shall review development plans, including exterior facades and sign construction and renovation, for conformance with the guidelines established in this section.

(2)

The adoption of guidelines herein are intended to provide flexibility in the development of property within the district in a manner which balances the interest of the property owner with the public's need for assurance that development will be orderly and aesthetically compatible with neighboring structures and historic resources.

(3)

Each development proposal within the historic district will be reviewed by the Community Redevelopment Agency and/or the Historic Preservation Board based upon the following guidelines:

a.

Site planning. The historic character of the district shall be reflected as closely as possible in the site planning of new development. Site planning should also respect the precedents set by other buildings on a block. For example, the placement of new buildings on a lot should correspond to the setbacks, orientation, and spacing of adjacent buildings to ensure maximum consistency and compatibility of the overall streetscape.

b.

Architecture. The early 1900's architectural theme is hereby established for the city historic district. The scale, height, massing, materials, textures, and colors of new buildings shall be compatible with those of existing structures to which such new construction or renovation is visually related. Architectural details which are similar to the details of adjacent existing buildings will have a unifying effect and are encouraged.

c.

Landscaping. Landscaping and tree protection within the district shall be regulated in accordance with [Article 12](#). New landscaping should be consistent with the existing landscape character of the district. Courtyard and sidewalk paving material shall be consistent with the neighboring areas. The use of brick as a paving material is encouraged. Walls and fences shall be consistent with the approved fencing materials. Where common or centralized solid waste containers are proposed, such facilities shall be screened with vegetation, fencing or other appropriate materials.

d.
Fences. Subsection [9.3\(N\)](#) controls.

e.
Signs. Signs in the historic district shall be regulated in accordance with [Article 16](#) and with the following specific requirements, or as otherwise approved by the development approval authority.

i.
On residential structures, one non-illuminated name plate designating the name of the occupant of the property and other historical information of significance is allowed. The name plate should not be larger than 100 square inches and may be attached to the building or be freestanding.

ii.
Sign patterns and colors have been established for use in the historic district. Sign patterns shall be colonial design, semi-custom sign patterns, or the equivalent. Sign colors include those specified in subsection D(4) for structures.

iii.
Portable signs mounted on a trailer-type vehicle, and specifically designed to be temporary in nature are prohibited in the historic district.

iv.
Within the historic district, signs projecting into or overhanging the public right-of-way are permitted subject to approval by the development approval authority, and are subject to removal on 30 days' notice if the city requires the space for any public purpose. Such signs shall be consistent with other sign criteria for the district and must be of a character and size consistent with the historic theme. Approval shall also be required for the hanging mount.

v.
If the sign is to project over the state department of transportation's right-of-way (Caroline Street), approval would also be required of that agency prior to city approval.

vi.
All other criteria will be regulated in accordance with [Article 16](#).

(4)
Exterior structure colors. Historic period colors have been established for buildings in the historic district. These colors include, but are not limited to, Heritage Colors (authentic exterior colors for American buildings (1820-1920 by Sherwin Williams), or equivalent historic period colors by other paint brands.

E.
Incentives for preservation.

(1)
Substantial rehabilitation (50 percent or greater of appraised value) of structures in flood zones is normally restricted; however, if a property is listed as significant on the Florida Master Site File, National Register, or by local designation, the restriction does not apply.

(2)
Owners of historic structures may petition the board of adjustment for a special exception for use, regardless of the zoning district. This allows buildings in residential districts to convert to office uses if the board of adjustment determines that the use is not injurious to the character of the neighborhood.

(3)
For designated properties, variances to parking requirements, lot size or other zoning requirements may be requested from the board of adjustment without proving a hardship. It must be shown that the granting of the variance will not injure the public health and safety of the area. Filing these

types of petitions usually carries a fee, but this is waived for regulated historic structures.

19.21 - Certificate not required for certain work.

A certificate of appropriateness shall not be required for painting using the approved historic paint color chart or other ordinary maintenance to the exterior of a building as defined in section 19.1. Upon application for a development approval, said application shall be reviewed by the planning director to determine whether or not the proposed project will change the exterior appearance of the designated building or structure. If there will be a change to the exterior appearance, then the owner shall apply for a certificate of appropriateness. Neither the planning director nor the historic preservation board shall consider interior arrangement or design when reviewing an application for a certificate of appropriateness unless such change affects the exterior appearance of the building.

19.22 - Preapplication conference.

Prior to making an application for a certificate of appropriateness, the applicant shall confer with the planning director on the nature and purpose of the proposed action. The prospective applicant shall be advised of the plans, photographs, statements or other exhibits necessary for submitting an application.

19.23 - Application.

Application to the historic preservation board for a certificate of appropriateness shall be on a form supplied by the planning director and filed with said officer. Applications shall include:

- (1) Plans for structural changes, where applicable.
- (2) A description of exterior finish materials (samples may be requested of nonstandard materials), where applicable.

- (3) Site plans, including landscape plans and building elevations, where applicable.
- (4) Photographs of the subject property, including areas of proposed work.
- (5) Written authorization of the owner if the applicant is other than the owner or attorney for the owner.
- (6) Other documentation of architectural compatibility as offered by the applicant or requested by the planning director or board.
- (7) The name, address and telephone number of the applicant.

19.24 - Public hearing.

The historic preservation board shall hold a public hearing within sixty (60) days after the filing of a complete application for a certificate of appropriateness with the planning director and after due public notice for each certificate of appropriateness. The board shall also send, by certified mail, a notice of the proposed certificate of appropriateness to the owner of the property at least thirty (30) calendar days prior to the date of the public hearing, or the owner shall otherwise acknowledge notice of the public hearing to the planning director. At the public hearing, the planning director shall recommend approval, denial, or approval with conditions of the certificate of appropriateness. The planning director shall transmit said recommendation to the owner prior to the public hearing.

19.25 - Action by historic preservation board.

At the public hearing provided for in this article, the historic preservation board shall approve, deny, or approve with conditions each application based on the appropriate criteria contained in this article and based on the Secretary of the Interior's Standards for Rehabilitation 36 CFR 67, after the public hearing, except as otherwise provided for in demolition situations outlined in section 19.30. Copies of the decision shall be mailed to the applicant and property owner within ten (10) days of the decision. Unless appealed, the decision of the board shall be the final administrative decision. After the issuance of a certificate of appropriateness, except for ordinary maintenance, no change may be made in the proposed work without resubmittal of an application.

19.26 - Review criteria for proposed exterior work on buildings or structures where a certificate of designation has previously been issued.

In consideration of an application for a certificate of appropriateness for proposed exterior construction, the historic preservation board shall utilize the following guidelines based on the United States Secretary of the Interior's Standards for Rehabilitation, 36 CFR 67:

- (1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment. The historic character of a property shall be retained and preserved.
- (2) The removal of historic materials or alteration of exterior features that characterize a property shall be avoided.
- (3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, work shall be monitored by an archaeologist, as appropriate, and mitigation measures shall be undertaken.
- (9) New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

19.27 - Review criteria for proposed new construction and additions.

New construction and additions associated with an individually designated historic resource shall be compatible with the buildings, site, or environment with which the new construction is visually related. Criteria to be considered by the historic preservation board shall include the following:

- (1) The height, volume, mass, scale, proportions and relationship between doors and windows, rhythm of solids and voids created by openings in the facade, materials used in the facade, the texture inherent in the facade, the pattern and trim used in the facade, and the design of the roof shall be compatible with any existing historic buildings within view of the property.
- (2) Rhythm created by existing building masses and spaces between them shall be preserved.
- (3) Architectural details should be incorporated as necessary to relate the new with the old and to preserve and enhance the inherent architectural characteristics of the area.

19.28 - Review criteria for relocation.

When an applicant seeks to obtain a certificate of appropriateness for the relocation of an individually designated resource the historic preservation board shall consider the following criteria:

- (1) The contribution the building or structure makes to its present setting.
- (2) Whether there are definite plans for the site to be vacated.
- (3) Whether the building or structure can be moved without significant damage to its physical integrity.
- (4) The compatibility of the building or structure to its proposed site and adjacent properties.

The applicant shall document, through photographs, the property in its original location prior to removal and provide copies to the board.

19.29 - Demolition of a historic resource where a certificate of designation has been issued.

No certificate of appropriateness shall be issued for the demolition of a historic resource issued a certificate of designation unless the applicant demonstrates by the preponderance of the evidence that undue economic hardship or unusual and compelling circumstances support such a demolition.

(1) *Unusual and compelling circumstances.*

- a. *Criteria.* In situations where the applicant claims that unusual and compelling circumstances require the demolition of an individually designated historic resource the historic preservation board shall consider the following criteria:
 1. The building or structure is of such interest or quality that it would reasonably meet national standards for additional designation on the National Register of Historic Places or as a National Historic Landmark.
 2. The building or structure is of such design, craftsmanship or material that it could be reproduced only with great difficulty and/or expense.
 3. The building or structure is one (1) of the last remaining examples of its kind in the city or the region.
 4. Retention of the building or structure would promote the general welfare of the city by providing an opportunity for the study of local history, architecture or design.
 5. Definite plans exist for reuse of the property if the proposed demolition is carried out, and if the plans will have a positive effect on the character of the surrounding area.
 6. A reasonable effort was made to relocate the building or structure.
 7. Demolition of the designated building or structure has been recommended or ordered by the appropriate public agency due to unsafe conditions.
- b. *Action by board.* On applications for certificates of appropriateness for demolition claiming an unusual and compelling circumstance, the board may approve, approve with conditions, or deny the request or may suspend action to allow further study of the matter for a period not to exceed one hundred eighty (180) days from the date of the filing of the application. The length of the delay shall be determined

by the board based upon the probable time required to arrange a possible alternative to demolition. During the stay of demolition, the board may take such steps as it deems necessary to preserve the building or structure concerned in accordance with the purposes of this article. Such steps may include but shall not be limited to consultation with civic groups, public agencies and interested citizens; recommendations for acquisition of property by public or private bodies or agencies; and exploration of the possibility of moving the structure or building.

(2) *Undue economic hardship.*

- a. *Criteria.* In situations where, by reason of particular site conditions and restraints or circumstances applicable to the property owner, strict enforcement of this article will deny the owner economically viable or reasonable use of a property, the applicant shall submit the following information to the planning director:
 1. For all property:
 - i. The amount paid for the property, the date of purchase and the party from whom the property was purchased.
 - ii. The assessed value of the land and improvements thereon according to the two (2) most recent county property appraiser's assessments.
 - iii. Real estate taxes for the previous two (2) years.
 - iv. Annual debt service, if any, for the previous two (2) years.
 - v. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.
 - vi. Any listing of the property for sale or rent, price asked and offers received.
 - vii. Any consideration by the owner as to profitable adaptive uses for the property.
 2. For income-producing property:
 - i. Annual gross income from the property for the previous two (2) years.
 - ii. Itemized operating and maintenance expenses for the previous two (2) years.
 - iii. Annual cash flow, if any, for the previous two (2) years.

The board reserves the right to solicit expert testimony.

b. *Action by board.*

1. *Review.* The board shall review all evidence and information submitted by the applicant and make a determination as to whether the denial of a certificate of appropriateness for demolition will deprive the owner of reasonable use of, or economically viable return on, the property in question.
2. *Denial.* If the board decides that denial of the proposed action does not or will not deprive the owner reasonable use of or an economically viable return on the property, then the certificate of appropriateness for demolition will be denied.
3. *Approval.* In the event the board finds without approval of the proposed work all reasonable use of, or economic return from, a historic building or structure

which has been issued a certificate of designation will be denied a property owner, then the application shall be delayed for a period not to exceed one hundred eighty (180) days from the date of filing of the application. During this period the board shall investigate alternatives to preserve the property. Such alternatives may include, but are not limited to a reduction in real property taxes, financial assistance, changes in zoning, public purchase, and/or code exemptions. If by the end of the period for the stay of demolition the board has found that, without approval of the demolition, the property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom, then the board shall issue a certificate of appropriateness for demolition.

- (3) *Documentation of buildings.* The board shall, as a condition to approval of such demolition, have the power to require the documentation of buildings slated for such demolition by photographs and measured drawings.

19.30 - Maintenance of designated historic resources and demolition by neglect.

The owner of any historic resource, whether vacant or inhabited, shall be required to properly maintain and preserve such historic resource in accordance with standards set forth herein. For purposes of this article, demolition by neglect is defined as any failure to comply with the minimum required maintenance standards of this section or any other provisions of the Code of Ordinances relating to building maintenance, whether deliberate or inadvertent.

- (1) *Required minimum maintenance standards.* It is the intent of this article to preserve from deliberate or inadvertent neglect, the historic resource, whether vacant or inhabited. All such resources shall be maintained according to minimum maintenance standards, preserved against decay, deterioration and demolition and shall be free from structural defects through prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity;
- (2) *Notice, administrative enforcement and remedial action.* If, in the opinion of the board, or the code enforcement officer, any historic resource falls into a state of disrepair so as to potentially jeopardize its structural stability and/or architectural integrity, and/or the safety of the public and surrounding structures, or fails to satisfy any of the required minimum maintenance standards above, then the aforementioned officials shall have right of entry onto the subject property and may inspect the subject property after forty-eight (48) hours' notice to the owner of intent to inspect.
 - a. In the event the property owner refuses entry of any city official onto the subject property, the city may file an appropriate action compelling the property owner to allow such officials access to the subject property for an inspection.
 - b. Upon completion of the inspection of the subject property, a report delineating the findings of such inspection, as well as any remedial action required to address any violation of the required minimum maintenance standards, shall be immediately transmitted to the property owner and to the board.
- (3) *Code enforcement action-Additional requirements.* In any proceeding of special magistrate involving a historic resource the special magistrate shall be instructed as follows:

- a. That the subject of the code enforcement action is a historic resource and that these additional requirements apply to deliberations.
 - b. Every reasonable effort shall be made to stop and reverse any deterioration of the historic resource.
 - c. Demolition of a historic resource shall be ordered only in situations involving an immediate public safety risk and shall be required to meet the following conditions:
 - 1. A structural engineer, with a demonstrated knowledge and expertise in remediation of historic resources, determines that the structure cannot be reasonably repaired; and
 - 2. The planning director determines that there are no viable alternatives to demolition.
 - d. The board shall be notified, according to notification procedures herein, in advance of any code enforcement hearings regarding a historic resource.
 - e. The board may elect to take remedial action by the city to prevent demolition by neglect, including, but not limited to roof repairs, moisture intrusion remediation or structural shoring. If the owner does not make the repairs within a reasonable time, the Preservation Board or its agents may, after approval of the City Council, enter the property and make such repairs as are necessary to prevent demolition by neglect. The cost of the work shall be charged to the owner and may be levied by the City of Milton as a special assessment against the property.
- (4) *Emergency conditions; designated properties.* In any case where it is determined that there are emergency conditions dangerous to life, health or property affecting a historic resource an order to remedy these conditions without the approval of the board or issuance of a required certificate of appropriateness may be issued, provided that the planning director and the chair of the board has been consulted. The building official shall provide the board with adequate photographic evidence and a professional engineer's opinion as to the conditions warranting the demolition.
- (5) *Reconstruction.* A historic resource that is substantially destroyed by fire, storm or other hazard may be reconstructed accordance with the Secretary of the Interior's Standards. Notwithstanding the general requirements of the zoning district in which the resource is located, the reconstruction may be approved with the same setbacks, step backs and height from the finished floor as the resource it is replacing.

19.31 - Activities requiring certificate.

A certificate to excavate issued by the historic preservation board shall be required for proposed earth-disturbing activities that will have an adverse impact on any historic resource designated as archaeologically significant as provided for in this article. No earth-disturbing activity may occur within the boundaries of a designated archaeological site until a certificate to excavate is issued by the board.

19.32 - Determination of adverse impact.

The owner of a designated historic resource with archaeological significance shall confer with the planning director prior to any earth-disturbing activity within the established boundaries of a designated archaeological site. A determination shall be made by the planning director as to whether an application for a certificate to excavate is warranted. Said determination shall be based on whether there is a substantial adverse impact on the designated resource and the potential for future impacts as a result of the proposed action. The planning director may request the following information to assist in making the determination:

- (1) Site plans, including landscape plans, where applicable.
- (2) A description of any earth-disturbing activity associated with the project, including depth of excavation and area of coverage.
- (3) Any other information required by the planning director deemed necessary for making an accurate determination.
- (4) An archaeological test survey, conducted by a professional archaeologist who meets the professional qualification standards as defined by 36 CFR 61 and the Florida Department of State, Division of Historical Resources, to further evaluate the extent and significance of archaeological deposits.

If the planning director makes a determination that the proposed activity will have a substantial adverse impact on a designated archaeological site, an application for a certificate to excavate must be filed with the planning director. If a determination of no substantial adverse impact is made, the project may proceed without action from the board.

19.33 - Application.

Application to the historic preservation board for a certificate to excavate shall be made on a form supplied by the planning director. Said application shall be filed with said officer upon the determination made by the planning director as outlined in section 19.33. Applications shall be accompanied by full plans and specifications indicating areas of work that involve earth-disturbing activity. Also, a notarized authorization allowing such activity by the owner shall be provided if the applicant is other than the owner or attorney for the owner.

19.34 - Public hearing and notice of proposed certificate.

The historic preservation board shall hold a public hearing within sixty (60) days after the filing of the application for a certificate to excavate with the planning director and after due public notice for each application for a certificate to excavate. The board shall also send by certified mail a notice of the proposed certificate to excavate to the owner at least thirty (30) calendar days prior to the date of public hearing, or the owner shall otherwise acknowledge notice to the planning director. At the public hearing, the historic

preservation officer shall recommend approval, denial, or approval with conditions of the certificate to excavate. The planning director shall transmit to the owner his recommendations on the application prior to the public hearing.

19.35 - Action by historic preservation board.

After the public hearing, the historic preservation board shall approve, deny, or approve with conditions each application for an excavation certificate. Copies of the decision shall be mailed to the applicant and the property owner within ten (10) days of the decision. Unless appealed, the decision of the board shall be the final administrative decision. After the issuance of a certificate to excavate, no change may be made in the proposed work without resubmittal of an application.

19.36 - Mitigation of adverse impacts.

The historic preservation board shall not approve any application for a certificate to excavate that does not provide for the mitigation of adverse impacts on a designated historic resource with archaeological significance. Upon receipt of a complete application, the board shall review the proposed project to determine the type of archaeological work that is necessary to mitigate the adverse impact of the proposed earth-disturbing activity on the affected archaeological resource. After receiving a complete application, a decision shall be made by the board as to the type of mitigation method appropriate for the project. The board shall select one (1) or more of the following alternatives:

- (1) *Site monitoring.* This method includes the visual inspection of a property by the planning director and/or a professional archaeologist for evidence of artifacts or structural remains unearthed during the development process or earth-disturbing activity. If significant archaeological deposits are unearthed during project-related activity, work may be halted by the board, with the recommendation for such action from the planning director or a professional archaeologist, for a period not to exceed one hundred eighty (180) days from the date of the filing of the application. This time delay may be used to conduct any necessary archaeological work. At the end of the delay, the applicant will be allowed to continue the project as planned.
- (2) *Subsurface testing.* This method includes limited sampling prior to the development process. Work of this nature must be conducted and/or supervised by a professional archaeologist. In situations where additional effort is warranted, the board may request the applicant to conduct full-scale excavation and/or in-situ preservation.
- (3) *Full-scale excavation.* If the area to be adversely impacted by the proposed project contains significant archaeological deposits as determined through documentary records and/or subsurface testing, a full-scale excavation may be warranted. This action requires a team supervised by a professional archaeologist. The time required for excavation will depend on the type and size of site, extent of soil disturbance, definition of the site made during the excavation, and weather conditions, but shall not exceed three hundred sixty-five (365) days in duration.
- (4) *In-situ preservation.* This method should be utilized, if feasible, as an alternative for full-scale excavation in projects that involve significant archaeological deposits. In-situ preservation is defined as maintaining the archaeological site in an undisturbed state at its present location such as through an easement, preserve, passive park or designated open space

area, or by sealing the site under pavement and/or fill. Specific boundaries are identified and all development activity and earth-disturbing activity occurs outside of the identified boundaries.

19.37 - Reporting requirements for archaeological work.

Any person conducting archaeological work in accordance with this article shall complete a Florida Site File form and a written report that meets the guidelines of the Florida Department of State, Division of Historical Resources. A copy of the Florida Site File form and the report will be provided to the historic preservation board and the Florida Department of State, Division of Historical Resources prior to the issuance of a certificate to excavate.

19.38 - Assistance with costs of archaeological work.

The historic preservation board may assist the applicant in obtaining funding or volunteer assistance for archaeological work.

19.39 - Correlation with other permits.

A certificate to excavate shall be considered prerequisite to the issuance of any other permits required by ordinance of the city. The issuance of a certificate to excavate shall not relieve the applicant from obtaining other permits or approvals required by the city.

19.40 – Notice of violation; penalty; additional remedies. –

- (a) If the planning director finds that any provision of this article is being violated, the property owner shall be notified, in writing, indicating the nature of the violation and ordering any action necessary to correct it.
- (b) Violation of this article is punishable as provided in Chapter 20 of the City of Milton Code of Ordinances.

In addition to any other remedies, whether civil or criminal, the violation of this article or any lawful order of the city council, the city historic preservation board or the planning director may be restrained by injunction, including a mandatory injunction, and otherwise abated in any matter provided by law.

19.41 - Stop work orders.

Any work conducted contrary to the provisions of this article on designated properties or structures shall be immediately stopped upon notice from the planning director, a code enforcement officer, or building inspector that the work does not conform to the terms of this article. Notice shall be in writing and shall be given to the property owner, their agent or the person doing the work and shall be posted on the property. The notice shall state all conditions under which work may be resumed. In emergencies, such as cases where the historic object or property will be irreparably destroyed or historic fabric removed the planning director, a code enforcement officer, or building inspector shall not be required to furnish written notice of the stop work order.

Section 2: Severability.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance and the City of Milton's Unified Development Code shall remain in full force and effect.

Section 3: Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date.

This Ordinance shall be effective upon passage by the City Council.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the _____ day of _____, 2022.

CITY OF MILTON, FLORIDA

BY: _____
HEATHER LINDSAY - MAYOR

ATTEST:

CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

Alex Andrade



Agenda Item # 2022-504

Tree Planting Initiative/Grant Discussion

MEETING DATE

July 5, 2022

PREPARED BY

Dawn Molinero, City Clerk

BACKGROUND

The Blackwater River is core to the identity of the City of Milton and is loved by our community. There is a strong desire to protect it and keep it clean and healthy. One important way we can do so is through Stormwater Management. One of the effective ways to do so is through tree planting.

A proposal was made at the Committee of the Whole Meeting by Councilman Vernon Compton to complete a grant from the City of Milton to the Pensacola & Perdido Bay Estuary Program to implement a native tree planting project on priority public/private lands within the city. The focus would be on city property, parks, schools and areas with high levels of impervious materials, such as downtown. Private land focus would be on streets needing traffic calming to slow speeds and planting would be with interested landowners on those streets identified as having speeding issues.

Further discussion is needed by the Council and the Committee Lead for the Pensacola & Perdido Bay Estuary Program, Councilwoman Shannon Rice, so an appropriate recommendation can be made.

SUMMARY

Recommend a tree planting initiative/grant to protect Blackwater River and other City of Milton locations from stormwater run-off.

RECOMMENDATION

Council and committee lead direction.

ATTACHMENTS

None



Agenda Item # 2022-491

Project Priorities TPO

MEETING DATE

July 5, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Discussion about the proposed Highway 90 project through Downtown Milton.

SUMMARY

The Florida Alabama Transportation Planning Organization met on June 8th to discuss and vote on the proposed Transportation Improvement Plan. The project that calls for the expansion of Highway 90 through Downtown Milton is included within this plan. The proposed plan was approved by a vote of 7-3. Additionally, the 2024-2028 Project Priorities item will be reviewed in the coming months by the TPO. Within the list of non-strategic intermodal system project priorities, the segment pertaining to the widening of Highway 90 through Downtown Milton is ranked as #10 out of 27. This particular priority is ranked for the purpose of funding the preliminary Right of way acquisition. The link to the meeting discussion may be found at the following

website: <https://www.gotostage.com/channel/826ad6b0ea2b437a8950295d520b4c6b/recordings/3bc478e86bd74d2fa1a8e7a9376e6871/watch?source=CHANNEL>

The discussion regarding the Highway 90 widening project began at 15:25 point of the meeting. The list of 2024-2028 project priorities is attached.

RECOMMENDATION

Staff awaits Council direction.

ATTACHMENTS

1. Non-SIS SIS TSM TA FL and AL 2024-2028 Priorities
2. HWY 90

FY 2024 - FY 2028 Florida-Alabama TPO Non-SIS, SIS, TSM, and TA Project Priorities

Prepared for

**Florida Department of Transportation, District Three
Alabama Department of Transportation**

Prepared by

**Emerald Coast Regional Council
Staff to the Florida-Alabama Transportation Planning Organization**



Draft: April 21, 2022



This report was financed in part by the U.S. Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Florida Department of Transportation, the Alabama Department of Transportation, and local participating governments, in partial fulfillment of UPWP Work Task 4. This document does not necessarily reflect the official reviews or policies of the U.S. Department of Transportation.

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Table 1 - FY 24-28 Non Strategic Intermodal System (Non-SIS) Project Priorities - Florida

Priority Rank	Project Name/Limits	FDOT WPI#	Programmed Funding						Project/Strategy	County	Length (miles)	Funding Sought
1A	Regional ITS Plan Projects	4280585	Phase	2023	2024	2025	2026	2027	RTMC = \$8,500,000 FY 24, FY 25, and \$674,919 from FY 26 Repay Esc. County Fiber = \$2,325,081 from FY 26 and FY 27 ATMS Phase 2 total = \$13,468,281 ATMS Phase 3 total = \$14,164,168 ATMS Phase 4 total = \$12,074,365 ATMS Phase 5 total = \$15,719,096	ESC./SRC.	N/A	\$4,300,000 to complete Repayment to Esc. Co.
			OPS		\$4,738,598	\$3,086,483	\$3,000,000	\$3,000,000				
1B	Regional ITS Plan Projects	4125452	Phase	2023	2024	2025	2026	2027	Annual Maintenance for ITS	ESC./SRC.	N/A	\$500,000 (Through FY 2030)
		OPS	\$300,000	\$400,000	\$400,000	\$400,000	\$500,000					
2	Pace Boulevard (FY 25 Priority) US 29 to the southern limit	NA	Phase	2023	2024	2025	2026	2027	¹ Corridor Management/Complete Street Studies	ESC./SRC.	3.97	\$150,000 (Annual Setaside Funds)
					\$150,000	\$150,000						
3	Main Street Barrancas Avenue to Clubbs Street	4409041	Phase	2023	2024	2025	2026	2027	¹ Corridor Management/Complete Street Implementation	ESC./SRC.	0.785	\$1,500,000 (Annual Setaside Funds)
				\$250,000								
4	US 90 Escambia County Line to Bell Lane	NA	Phase	2023	2024	2025	2026	2027	¹ Sidewalks	ESC./SRC.	7.22	\$350,000 (Annual Setaside Funds)
5	Project Submission on this request when Ped/Bike/Trial Plan is complete.	NA	Phase	2023	2024	2025	2026	2027	Regional Trail Program	ESC./SRC.	N/A	\$200,000 (Annual Setaside Funds)
6	Pine Forest Road CR 297A to I-10	4410561	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes	ESC.	3.373	PE
7	Nine Mile Road Mobile Highway to Pine Forest Road	2186055 2185192	Phase	2023	2024	2025	2026	2027	Capacity and Navy Federal Credit Union Improvements/Pedestrian Overpass at Beulah Middle School	ESC.	5.8	PD&E Re-Evaluation
8	Burgess Road US 29 to Hilburn Road	2184291	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes	ESC.	1.912	CST (Temporary Construction Easements will need to be purchased)
9	US 29 Connector Nine Mile Road to Muscogee Road	4331132 4331133	Phase	2023	2024	2025	2026	2027	Widen/New 4 Lane Facility	ESC.	N/A	PE
10	US 90 SR 87N Stewart St. to CR 89/Ward Basin Rd.	4409152	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes	SRC.	1.584	ROW
			PE	\$2,750,000								
11	US 90 Glover Lane/Old US 90 to SR 87N Stewart St.	4409151	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes	SRC.	1.423	ROW
12	US 90 CR 89/Ward Basin Rd. to SR 87S	4409153	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes	SRC.	3.134	ROW
13	US 90 Escambia Co. Line to Simpson River Bridge	2204363	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes (ROW and CST not in 2045 CFP)	SRC.	1.33	PE
14	US 90 Simpson River Bridge to Third Avenue	2204363	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes	SRC.	2.23	PE

Table 1 - FY 24-28 Non Strategic Intermodal System (Non-SIS) Project Priorities - Florida

Priority Rank	Project Name/Limits	FDOT WPI#	Programmed Funding						Project/Strategy	County	Length (miles)	Funding Sought
15	US 90 Third Avenue to CR (197 Bell Lane)	2204363	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes (CST not in 2045 CFP)	SRC.	3.68	PE
16	US 90 CR (197 Bell Lane) to Glover Lane	2204363	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes (ROW and CST not in 2045 CFP)	SRC.	3.21	PE
17	Gulf Beach Highway Fairfield Drive to Navy Boulevard	2184932	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes (ROW and CST not in 2045 CFP)	ESC.	1.892	PE
18	Sorrento Road/Gulf Beach Highway Blue Angel Parkway to Fairfield Drive	2184933	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes (ROW and CST not in 2045 CFP)	ESC.	3.324	PE
19	Sorrento Road Innerarity Point Road to Blue Angel Parkway	4210112	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes (ROW and CST not in 2045 CFP)	ESC.	5.116	PD&E on Hold
20	Fairfield Drive Mobile Highway to Lillian Highway	NA	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes (ROW and CST not in 2045 CFP)	ESC.	4.2	PD&E
21	US 90 Scenic Highway to Santa Rosa County Line	2204362	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes (ROW and CST not in 2045 CFP)	ESC.	0.813	PE
22	Navarre Community Access Road Edgewood Drive to Whispering Pines Road	4369021	Phase	2023	2024	2025	2026	2027	Construction 2 Lane Connectivity (ROW and CST not in 2045 CFP)	SRC.	7.6	PD&E
23	Langley Av./Tippin Av./9th Av.	2186202	Phase	2023	2024	2025	2026	2027	Major Intersection Improvement (ROW and CST not in 2045 CFP)	ESC.	1.069	PD&E
24	US 90 (W. Cervantes Street) Dominguez Street to A Street	NA	Phase	2023	2024	2025	2026	2027	Road Diet	ESC.	2.25	PE
25	Davis Highway and Dr. Martin Luther King, Jr. Drive/Alcaniz Street Wright Street to Fairfield Drive	NA	Phase	2023	2024	2025	2026	2027	Two-Way Conversion (ROW and CST not in 2045 CFP)	ESC.	4.99	PE
26	SR 87A New Connector US 90 to CR 191 (Munson Highway)	4167488	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes	SRC.	3.3	ROW
27	SR 87A New Connector CR 191 (Munson Highway) to SR 87N	4167489	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes	SRC.	4.11	ROW

ABBREVIATIONS:

PE - Preliminary Engineering (Design)

ROW - Right-of-Way

CST - Construction

SIS - Strategic Intermodal System (FDOT roadway designation)

¹Corridor Management Plan/Studies and Projects Funding will alternate between counties at five year intervals funding will go to Santa Rosa County beginning in FY 2022-FY 2026 for Corridor Management Plan/Studies and Projects.

¹Bicycle and Pedestrian Projects Funding will alternate between counties at five year intervals funding will go to Escambia County beginning in FY2022-FY 2026.

Table 2 - FY 24-28 Strategic Intermodal System (SIS) Project Priorities - Florida

Priority Rank	Project Name/Limits	FDOT WPI#	Programmed Funding						Project/Strategy	County	Length (miles)	Funding Sought
1	I-10 at Beulah Road	4331131	Phase	2023	2024	2025	2026	2027	New Interchange (Includes the 6 laning of I-10 from Alabama State Line to E of EB Weigh Station)	ESC.	3.087	CST
			ROW	\$9,500,000			\$2,950,000	\$5,400,000				
2	I-10 E. of EB Weigh Station to E. of Nine Mile Road	4379052	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes (includes reconstructing interchange at Nine Mile Road as Diverging Diamond Interchange)	ESC.	3.385	Additional ROW and CST
			PE			\$5,500,000						
			ROW				\$290,000					
3	I-10 E of Nine Mile Road to W.of SR 95 (US 29)	4379053	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes (includes reconstructing interchange at Pine Forest Road as Diverging Diamond Interchange)	ESC.	4.786	ROW
			PE			\$7,700,000						
4	Blue Angel Parkway Sorrento Road to US 98	4210121	Phase	2023	2024	2025	2026	2027	Widen to 4 Lanes	ESC.	3.239	CST
5	US 98 East of Ortega Street to Okaloosa Co. Line	2204265	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes	SRC.	3.435	ROW
			PE	\$74,996								
6	US 98 E. of Ramble Bay Lane to E. of Ortega Street	2204266	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes	SRC.	2.428	PE
7	US 98 Portside Drive to Bergren Road	2204263	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes	SRC.	5.473	ROW
8	US 98 Bergren Road to East of Ramble Bay Lane	2204264	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes	SRC.	4.578	PE
9	I-10 Avalon Boulevard to SR 87	4130624,6,7	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes (includes interchange improvements at SR 281, S. Garcon Point Rd, CR 89, and SR 87)	SRC.	9.57	PE
10	I-10 SR 87 to Okaloosa County Line	4130624,8,9	Phase	2023	2024	2025	2026	2027	Widen to 6 Lanes	SRC.	11.2	PE

PD&E - Project Development and Environment Study
PE - Preliminary Engineering (Design)
ROW - Right-of-Way
CST - Construction
SIS - Strategic Intermodal System (FDOT roadway designation)
DSB - Design Build
ENV - Environmental

FULLY FUNDED PROJECTS NOT YET CONSTRUCTED

I-10 at US 29	2224761	Phase	2023	2024	2025	2026	2027	Interchange	ESC.	5.816	Fully Funded
		ROW	\$4,673,500								
		CST	\$140,660,860								

Table 3 - FY 24-28 Capacity Project Priorities - Alabama

Priority Rank	Project Name/Limits	ALDOT CPMS#	Programmed Funding					Project/Strategy	County	Length (miles)	Funding Sought	
1	SR 180 (Canal Road Bypass) Option A SR 180 (Canal Rd.) to SR 161 (Orange Beach Blvd.)		Phase	2023	2024	2025	2026	2027	Major Intersecton Improvement - New Bypass Alignment	BAL.	0.36	Design (CST not included in 2045 Long Range Transportation Plan)
			PE									
			ROW									
			UT									
			CST									

PD&E - Project Development and Environment Study

PE - Preliminary Engineering (Design)

ROW - Right-of-Way

UT - Utility

CST - Construction

FULLY FUNDED PROJECTS NOT YET CONSTRUCTED

	SR 180 (Canal Road) SR 59 to Foley Beach Express	100040566	Phase	2023	2024	2025	2026	2027	Widen to 5 Lanes	BAL.	4.74	Fully Funded
		100040567	ROW	\$4,239,193								
		100040568	UT		\$1,397,148							
			CST		\$13,347,495							

Table 4 - FY 24-28 Transportation System Management (TSM) Project Priorities

Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate
1	1	SR 10 (US 90) (SRC)	West Spencer Field Road	1- Upgrade signals to mast arm configuration 2- Dual Southbound Left Turn Lane 3- Realign Crosswalks	NA	\$1,374,571 for Construction. Construction funded in FY 2025/2026.
	FDOT Comments: Right of Way for signal poles and borings.					
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate
2	0	SR10 (US 90A) 9 Mile Rd. (ESC)	SR10A (US 90) Mobile Highway	1- Realign intersection 2- Construct Traffic Signal 3- Construct Turn Lanes	NA	\$2,256,161 for CST \$224,300 for ROW
	FDOT Comments: No comments provided.					
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate
3	0	SR10 (US 90A) 9 Mile Rd. (ESC)	SR10A (US 90) Scenic Highway	1- Dual WBLT 2- Dual SBLT 3- Intersection Access Management	12/11/18	\$1,537,660 for CST
	FDOT Comments: No comments provided.					
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate
4	0	Davis Highway (ESC)	Olive Road	1- Dual EBRT and assoc. sidewalk/drainage 2- Construct Traffic Signals and Ped Signals	NA	\$1,220,085 for CST \$407,600 for ROW
	FDOT Comments: No comments provided.					

Table 4 - FY 24-28 Transportation System Management (TSM) Project Priorities

PD&E - Project Development and Environment Study
PE - Preliminary Engineering (Design)
ROW - Right-of-Way
CST - Construction

FULLY FUNDED PROJECTS NOT YET CONSTRUCTED

SR 30 (US 98)	4460301	Phase	2023	2024	2025	2026	2027	Traffic Signals	SRC.	0.1
Soundside Drive		CST		\$986,163						

Table 5 - FY 24-28 Transportation Alternatives (TA) Project Priorities

Priority	FDOT WPI#	Project	Limits	Description	Phases
1	NA	Horace T. Williams Park Multi-Use Path (City of Pensacola)	North Hayne Street from Jordan Street to Blount Street	The project includes the design and construction of a 12' wide concrete multi-use path, two crosswalks, and bicycle racks in Hollice T. Williams Park from Jordan St. to Blount St. This is a gateway project that will reconnect communities and offer a safe off-road transportation option into downtown Pensacola. This is one phase of a larger project to improve connectivity along the area under Interstate 110. The funding request does not include removal of the existing sidewalk on the west side of N Hayne. St.	PE and CST
2	NA	Blue Angel Parkway Multi-use Path (Escambia County)	SR 173 (Blue Angel Parkway) from Gulf Beach Highway to SR 292 (Sorrento Road)	The project is to design and construct a multi-use path on the west side of Blue Angel Parkway/SR 173 from Gulf Beach Highway north to Sorrento Road/SR 292. The multi use path would be approximately 10 feet wide and 8,500 feet or 1.6 miles in length. There is one bridge crossing (approximately 140'). The multi-use path would stay towards the back of the right-of-way and employ the use of a separate pedestrian bridge. This path will provide the needed connectivity between the end of the sidewalks in the proposed Blue Angel Parkway widening project and the existing Gulf Beach Highway sidewalks. In addition to providing much needed Pedestrian/Bicycle Connectivity, this project is part of a requested environmental and cost saving reroute of the current path for the Florida Greenways & Trails System (FGTS). The proposed project would provide connectivity by filling in the gap to create a fully connected pedestrian and bicycle facility from Lillian Highway down to Perdido Key and the Alabama State line. This path will provide access to two state parks (Perdido Key and Big Lagoon) as well as provide access to the Gulf Islands National Seashore	PE and CST
3	NA	Panhandle Trail Bicycle and Pedestrian Lanes (Santa Rosa County)	Panhandle Trail from US 98 to East River Drive	Panhandle Trail is a north-south connector between US 98 and SR 87. The proposed improvements serve as a multi-modal transportation link that will increase bicycle and pedestrian safety and promote increased awareness. Panhandle Trail is a two-lane local collector with no paved shoulders that regularly serves as a cut through facility north of US 98 and east of SR 87. Panhandle Trail is located north of US 98 with an AADT of 41,000 and east of SR 87 with an AADT of 18,000. The Panhandle Trail bike / ped lanes will provide an opportunity for students and citizens to safely bike and walk to Navarre High School, the YMCA, and Navarre Sports Complex..	CST

PD&E - Project Development and Environment Study
PE - Preliminary Engineering (Design)
ROW - Right-of-Way
CST - Construction

FULLY FUNDED PROJECTS NOT YET CONSTRUCTED

Legion Field Park/Global Learning Academy L. St/Yield Street from Gregory to Cervantes Gregory from North I St. to Pace Blvd. Wright St. from Pace Blvd.to North P Street	4499171	Phase	2023	2024	2025	2026	2027	Sidewalks	ESC.	0.893
		PE	\$86,710							
		CST			\$401,467	333,075				

Why not to widen Caroline Street through Downtown Milton

The Milton City Council opposes the widening. It is not the responsibility for the City of Milton to move traffic rapidly from East Milton to Pace or Pensacola or vice versa. High-speed, high-volume traffic should be routed to interstates. Our concerns over pedestrian safety, speed, city-grid connectivity, stormwater and the decrease of private property in the downtown core have been well documented and are the basis of our opposition to the project. The information herein is not a critique of the science or engineering that led FDOT, through the P,D & E process, to select their preferred alternative of widening Caroline Street through downtown to 4 lanes. This is an analysis of why widening roads in general is detrimental to communities, why that alternative has not worked in other communities and why it will not, in our opinion, work for Milton. We are asking FDOT to start fresh, with a blank piece of paper, no preconceived notions or outcomes and complete a new study of alternate routes, bypasses and even expansion of Caroline Street based on the current FDOT Complete Street 360° Philosophy.

The current design is a “suburban” model inappropriate for an urban environment and in no way reflects FDOT’s current requirements for a “Complete Streets” design approach. That design methodology is not just bike lanes, sidewalks and period lighting. Complete Streets Design methodology is a structure where in Land Use considerations come first; transportation considerations come second. FDOT Complete Streets Philosophy: “Our comprehensive, 360° approach to transportation planning, design, construction, and operations focuses on identifying the right solutions for communities based on the needs and desires of all roadway users who live there. This context-sensitive approach is standard across all FDOT districts and results in streets that ensure the mobility of people and goods, support economic development, and preserve the quality of our environment and communities across the Sunshine State.”

“In Florida, Complete Streets are not a specific type of project. Instead, the Department utilizes a 360° approach to ensure that all roadway projects are context-sensitive and consider the needs of all users, regardless of age and ability. This means that everything the Department undertakes – whether developing an entirely new corridor or resurfacing, restoring, or rehabilitating an existing road – is done to help promote safety, enhance mobility, improve quality of life, and promote economic development.”

“A Complete Street is one that is designed for users of all ages and abilities – including bicyclists, pedestrians, transit vehicles, freight handlers, and motorists. These transportation facilities are context-sensitive, and in Florida, they vary widely based on each community’s location, desires, and needs. Regardless of context, all of Florida’s Complete Streets strive to provide a multitude of benefits, including:

- Increased safety
- Enhanced mobility
- Improved connectivity
- Enriched quality of life
- Economic development

In 2014, the state adopted an official Complete Streets policy and in 2018, FDOT published a new Design Manual that has helped provide more context-sensitive roads by putting ‘the right street in the right place.’ These actions underscored Florida’s commitment to improving safety for all users by making the principles of Complete Streets the foundation of all roadway planning, design, construction, and operations in the state.

<http://flcompletestreets.com/>

The Highway 90 Widening project did not utilize the current Complete Streets planning and design process touted by FDOT. The current design is less safe, with questionable enhanced mobility, decreased connectivity within the City and divided community with less pedestrian mobility decreasing the quality of life and destroying the economic opportunity of the downtown. They are utilizing an outdated model that produced

drastically different results than the current planning model would produce. While the science and engineering based on the previous FDOT methodology reach the logical and technically correct conclusion based on the rules and regulations at the time, FDOT has recognized that approach is not longer consistent with the goals and objectives of the department. We are asking FDOT to not punish Milton simply based on timing. If a different conclusion would be reached based on best practices today, why would FDOT implement a non-ideal solution based on outdated methods?

https://www.strongtowns.org/journal/2021/7/22/crossing-the-street-is-like-dodging-bullets?utm_campaign=meetedar&utm_medium=social&utm_source=meetedar.com&fbclid=IwAR1MMt3ATycaonBzpX9GZrjnIseTrMWIepupe-oNvxWUJDdiWxHXHEC5spw

Is there really a problem? A 5-to-10-minute delay, during morning and evening commutes is the longest anyone currently experiences. And you never truly stop. The wait is a slow, continuous roll, but rarely a full stop and wait. Traffic light timing or a simple 10-15 minute shift in commute times will alleviate this issue.

Many tout the problem experienced when I-10 is shut down due to an accident. First and foremost, how often does that actually happen annually? 3-5 times a year? Secondly, we do not design any infrastructure to handle such a worst-case scenario. No non-interstate road is designed to accept the full capacity of a US Interstate in the event of an emergency. Sometimes, due to accidents or acts of God, we just have to wait in traffic. The roadways in the area create basically a box – I-10 in the south, Hwy 87 in the east, Hwy 90 in the north, and Avalon Boulevard in the west. Any major incident on those roadway shifts volume to the three others. To truly impact traffic, alternate routes that bypass completely or that can divide the volume to manageable levels on each roadway should be explored. In cities with street grids, blockages in one location disperse traffic throughout the grid. Without grid options, traffic has no choice but to be forced onto the singular roadways. By simply increasing the size of the edges of the box, nothing is accomplished.

The additional red herring of “what happens in a hurricane and the route is used for evacuations” is also designed to create panic and fear. In the event of a mandatory evacuation for a major event, all roads and all lanes will be going one way – North. Traffic lights will be superseded by law enforcement who will keep the traffic moving. Also, if the populace could be motivated to heed evacuation orders in advance of the last minute, traffic congestion can be avoided. We have seen the interstate highways brought to a complete stop in hurricanes and citizens have to ride out storms in their cars due to failing to heed official evacuation orders until it was too late. If an interstate highway cannot handle an evacuation, how can Caroline Street through Milton, regardless of size?

Proponents of widenings also throw out the public safety and first responders’ ability to cross the river to East Milton. Within the City of Milton, our citizens enjoy the protection of the Milton Police and Fire Departments. Our first responders do not have to cross the river to serve our citizens. Ambulances are stationed in the City and Lifeline Ambulance Service is located on Avalon Boulevard, just south of the City limits. Citizens who choose to live in less populated, rural areas understand the limited and delayed access to emergency services. These are additional services demands that are created by urban sprawl. Further if drivers are failing to yield and move out of the way for emergency vehicles, that is a law enforcement problem and not an issue with the width of a roadway.

FDOT promised the widened road will have a 25 MPH speed limit. The speed limit is simply a number on a sign. The sign can be changed in 5 minutes by removing 2 screws or by placing a sticker over the numbers.

What is important is the design speed – the speed a roadway is designed at which cars can safely travel and design volume – the number of cars that can be accommodated at a given time. The design speed is the speed most drivers will naturally settle into, regardless of the posted speed limit. The Highway 90 expansion through downtown Milton design speed is 45 mph.

From Stewart Street to the Blackwater River, the current proposed FDOT Design, as shown in a video produced by FDOT, calls for:

- Expansion to 4, 5 and in one area, 6 lanes is accomplished with minimum 4 lanes at all locations
- New sidewalks on both sides of street
- New bicycle path
- Reduction in legal north/south vehicle crossings from 8 to 3, breaking the City grid
- Reduction in legal north/south pedestrian crossings from 9 to 4
- One street closed to create dead-end southbound (Escambia), and one street closed to create dead-end northbound (Santa Rosa)
- Access to business on opposite side of street, in east and west directions, reduced from 8 to 4 (U-turn required)
- Willing Street, southbound from Berryhill, becomes a right turn only
- 8 buildings demolished (7 structures and 1 courtyard)
- 7 additional properties significantly impacted with loss of private property and parking, limiting their usefulness and potential
- Loss of 30+ public parking spaces in downtown core
- A block long FDOT stormwater pond will be created at Caroline and Canal

While we understand this is a conceptual video and does not depict an actual design at any stage of development, it has been viewed by some in the public as what will be delivered. It was produced by FDOT to demonstrate what could be possible. It shows a clearly suburban boulevard concept that is completely out of character and context with the downtown area.

FDOT proposes to move a historic building, “brick by brick” 60 feet to the south to accommodate the new bridge. Sixty feet to the south is an occupied building that is currently undergoing a major renovation to house a new business that will be opening in 2022. What will happen to that building and business? Further south is the Veteran’s Memorial Plaza and south of that, the Riverwalk Gazebo and Jernigan’s Landing Festival Grounds. Where exactly will this moved building be located? They have pledged \$1,000,000 for this relocation. That is probably a fraction of the cost, if it can even be done. The three-story Fisher-Hamilton building is built into the slope of the riverbank. That slope decreases as one moves south.

The ROW acquisition and current design show a “flattening” of the curve in Caroline Street at the Exchange Hotel. Flattening or eliminating curves is a specific requirement for higher speed street designs.

Creating straight roads with wide lanes, removing trees, walls and other obstacles and other designs prevalent in FDOT’s current proposal is a specific traffic engineer manual requirement to allow higher speeds and more importantly, “room for error” for drivers to not pay attention, leave their travel lane or the roadway and yet have time to recover without hitting anything. Unfortunately, by adding bike lanes and sidewalks, the unseen cyclist or pedestrian is what is most often hit while the driver “recovers”. Traffic calming is accomplished by the opposite: narrow lanes, trees, planters, curves, etc. This forces a driver to actively drive their car. Many

studies have proven that driving is a passive, subconscious event. Drivers “zone out” and drive the speed their subconscious mind is comfortable with. Accidents occur when something unexpected or out of the ordinary interferes with what our mind knows. How many times have you been driving and not remember the last mile?

“Think about it for a moment. When you drive, you are in many ways driving subconsciously. If you were to consciously think about all of the dangers associated with your driving, you would immediately stop the car and leap out of the vehicle! Your heart would be pounding fiercely, and you would break out in a cold sweat. Driving is the most dangerous activity we engage in, and yet we do it every day, scarcely giving a second thought to the daring high-speed maneuvers we execute in our attempts to be the first to get where we want to go. We accomplish this dramatic feat by turning the task of driving over to our subconscious mind and autonomic nervous system. Many people not only minimize their fear of the danger of driving, but they actually become totally oblivious to those dangers. These people then carelessly speed, tailgate, swerve recklessly in and out of lanes, read, talk on the phone, eat, and even apply makeup while driving. They are totally hypnotized at this point, operating on a purely subconscious level, totally oblivious to the danger that they are creating for others as well as themselves....”

Road designers know this. They actively combat it every day. One way they help alleviate the danger is with road designs that allow for this behavior to take place and still have time to transition from subconscious to conscious driving and recover before an accident occurs (wide, straight roads, no obstacles). At higher speeds, that become more and more difficult and more and more deadly. They even have a term for it -

“Clear Zone - The total roadside border area, starting at the edge of the traveled way, that is available for an errant driver to stop or regain control of a vehicle. US FHA Manual on Uniform Traffic Control Devices (MUTCD), Section 1A. 13”

We put bike paths and sidewalks in the “clear zones”. According to the National Highway Safety Administration, “(o)ne estimate is that about 5 percent of pedestrians would die when struck by a vehicle traveling 20 mph at impact; about 40 percent would die for vehicles traveling 30 mph at impact; 80 percent at 40 mph; and nearly 100 percent would die when struck by vehicles traveling at speeds over 50 mph at impact.

One of the most prevalent comments after accidents, especially with pedestrians, cyclists and motorcycles – “I didn’t see them”. As drivers, we have trained our subconscious mind to watch for other cars as that is predominately what we see on the roads. We do not see the pedestrians, bikes or motorcycles.

Active downtown, urban areas need active, attentive drivers.

<https://sciencefictional.net/2013/04/20/subconscious-driving/>

<https://alaskapremierhealth.com/conscious-mind-subconscious-self-image/#:~:text=Once%20we've%20been%20driving,ingrained%20in%20our%20subconscious%20mind.>

<https://one.nhtsa.gov/About-NHTSA/Traffic-Techs/current/ci.Literature-Reviewed-On-Vehicle-Travel-Speeds-And-Pedestrian-Injuries.print#:~:text=One%20estimate%20is%20that%20about,over%2050%20mph%20at%20impact.>

https://www.strongtowns.org/journal/2021/2/17/transportation-engineers-are-legally-obligated-to-protect-the-public-its-time-to-demand-they-do-so?utm_campaign=meetedar&utm_medium=social&utm_source=meetedar.com&fbclid=IwAR3sQ4kIqBp4f37MSgJ2EzuP_aRS1r8pa1OU_K47bExaYMyExFmqGdLxs_c

https://www.strongtowns.org/journal/2022/4/14/accidentally-on-purpose?utm_content=buffer03a72&utm_medium=social&utm_source=facebook.com&utm_campaign=buffer&fbclid=IwAR1NJC3x-QGjEtbqwEI9kXfGlxQjnJCzmpwFOgYQzyvUliemtSi12Mqhzk

Traffic congestion slows traffic and saves lives. Slower traffic creates more margin for error. During the pandemic, when fewer people drove, traffic fatalities, against logic, rose. Why? Fewer people on the streets increased speed for those who did travel, resulting in tragedy.

<https://www.strongtowns.org/journal/2022/3/7/the-reckless-driver-narrative-is-reckless-stop-spreading-it>

https://www.strongtowns.org/journal/2022/1/10/driving-went-down-fatalities-went-up-heres-why?utm_content=buffer85fa8&utm_medium=social&utm_source=facebook.com&utm_campaign=buffer&fbclid=IwAR3g0njaXurSB79LRc28zLgqby3HYzIDgnPIFM0-kE4PJ1ighBh7wxXxOt4

Widening Caroline street through downtown will create a “stroad”. A “stroad” is a combination of a street and a road. Streets and roads are not synonymous – they are different things with different purposes.

The following excerpt is taken from www.Strongtowns.org,

Street serve as a platform for building wealth. On a street, we're attempting to grow the complex ecosystem of businesses and homes that produces community wealth. Successful streets are environments where humans and human interaction flourish. <https://www.strongtowns.org/journal/2022/6/20/streets-are-for-building-community-wealth-heres-why-thats-so-important>

Roads, in contrast, connect one productive place another. You can think of a road as a refinement of the railroad — a road on rails — where people board in one place, depart in another and there is a high-speed connection between the two.

With a street, we're trying to build a place. With a road, we're trying to get from one place to another. Streets emphasize wealth creation. Roads are about movement. The kind of streets that are typically located in auto-centric areas are not only less financially productive, they also tend to be less adaptable, less flexible and thus more financially fragile. The financial struggles our cities face are directly related to the poor financial productivity of our auto-based development pattern. Designing our streets as if they were roads is not safe. These environments combine fast speeds with randomness and complexity, a condition unsafe for drivers and particularly unsafe for anyone outside of a vehicle.

A stroad is a hybrid of a street and a road. It tries to do two things at once and is forced to compromise on each. A stroad tries to move cars kind of quickly along a corridor that also builds some wealth. The result is expensive infrastructure serving low-returning properties that fails to move traffic quickly while being particularly dangerous.

A stroad is the worst kind of transportation investment we can make, yet we build them all the time. If you are driving between 25 and 50 miles per hour, you are probably on a stroad. They are everywhere.

That's because of the way in which transportation professionals approach street construction. As they do with roads, they start the process by selecting a design speed. They then establish the volume of traffic they

are designing to accommodate. Given the speed and volume, they then reference a road design manual to provide recommended dimensions for safe automobile travel. Finally, they calculate the cost of the project.

The order of these values — speed, volume, safety, then cost — works well for roads, but it is nearly the complete inverse of what is needed to build a productive and safe street. Successful streets emphasize safety first — and that's safety for everyone, not just driver and their passengers— and then focus on cost, volume and finally speed.

If we want a place to be successful, automobile speed can't be the top priority of street designers. It needs to be their lowest priority. The most compelling thing we can do today to make our cities wealthier and more successful is to substantially slow automobile speeds on our streets.

We need to incrementally shift each of our stroads to become either a street or a road, distinguishing the parts of our existing transportation network over time to emphasize either a street function (wealth creation / complexity) or a road function (traffic movement / simplicity).

And while the fragile financial condition of our local governments is what compels us to make this change, it is clear that building lower cost, higher returning streets will also save lives and improve the quality of life for our citizens.

We can also point to what happens when the FDOT decided how to make a stroad “safe” for pedestrians for a community. Instead of removing or redesigning the stroad, cities have walls and fences thrust upon them that literally divide their communities. If you look at the two pictures below of the current construction in Pensacola that has US Highway 90 down to only one lane in each direction during construction of their road divider, there are no major traffic jams. People have adjusted their routes and routines, as traffic always does, to the path of least resistance. This is a \$7.4 million dollar project whose sole purpose is to allow cars to maintain speed.



(Hwy 90 in Downtown Pensacola)



(Hwy 90 in Downtown Pensacola)



(Hwy 90 in Downtown Tallahassee)



(Highway 301 in Downtown Bamberg, South Carolina)

Could this be the future of a widened, unsafe Highway 90 through downtown Milton? Limited access?
Two sides of town?

<https://www.pnj.com/story/news/2019/09/14/fdots-cervantes-plan-divide-community-and-hurt-residents-guestview/2290096001/>

<https://www.strongtowns.org/journal/2018/1/15/slow-the-cars>

Roadway construction projects that languish on and on for years, have a measurable, negative impact on small businesses within the construction zone.

There is no doubt that a major, multi-year road widening, such as the proposed Highway 90 project, would have an impact on businesses, not just in the downtown area but beyond. Businesses many blocks away and even miles away can be impacted. Locally, we can see the impacts of road projects on business. From Three Mile Bridge, Davis Highway, Highway 98, Nine Mile Road, Highway 29 and Avalon Boulevard, the impacts are on display daily.

Recent studies of the impact of road projects around the country show that upwards of 80% of businesses in a construction zone reported being negatively impacted. They experienced decreased foot and vehicular traffic, parking issues, ingress and egress issues and dramatic drops in sales. Due to ever changing driveways, detours, lane realignments and traffic pattern alterations, business owners report it often becomes simply too difficult or perceived as too dangerous for customers to attempt to get to their business in an area under heavy construction. Some projects have experienced upwards of 1/3 of adjacent businesses closing due to the inability to survive a construction project. Now, many of those businesses may have closed regardless, but owners identify the road project as the key triggering event. One guideline is for businesses located within ½ mile of the construction zone to amass enough cash on hand to absorb up to a 50% reduction in sales for a 3–5-year period.

The links below have a wide array of information and facts that can help a small business survive a major road project. This information is intended as purely educational and should be used to assist area businesses in preparing for a construction project. By knowing what to expect during construction, you can act to mitigate the impact on your business. All findings and opinions stated are those of the authors of the various studies, articles and reports.

Minnesota Department of Transportation Guide to minimizing Construction Impacts on Small Businesses:
<http://www.dot.state.mn.us/businessimpacts/>

Some findings from the Study:

Effects of Transportation Construction on Businesses 76% (72 respondents) of the respondents reported having been affected by a transportation construction project. Over 60% (59 respondents) reported having lost business during construction. The most commonly cited reasons for business loss were:

Loss of access
Highway/road closures
Length of project
Detours
Less traffic
Lack of or poor signing

In addition to selecting choices from the list of impacts on the multiple-choice question, business operators also wrote in the following business impacts:

- Lane closures resulted in heavy traffic and congestion; in some cases, this made it difficult for customers to enter or exit a business.
- Loss of parking resulted in impacts ranging from customer inconvenience to avoidance of the construction area.
- Property damage to business property resulting from contractor actions was cited by several business operators. In several instances, the business representatives noted that the situation had not been resolved to their satisfaction.

Construction activities that took place over the July 4th weekend resulted in less business for some businesses located in a community that historically receives a high volume of tourist traffic.

Notably among the written comments received from business owners and operators was the impact a contractor's practices can have on their perceptions of the project. A frequent comment of frustration from businesses was concern about contractor equipment or activities blocking access to businesses or eliminating customer parking.

Very few businesses responded that that their business had benefited from the transportation construction project. Over one-quarter of respondents indicated that it was too soon to tell or that the project was still under construction. However, only 8% felt the project had provided a benefit to their business.

Fewer than 40% of business representatives knew the specific transportation agency staff person they could contact with project related inquiries.

Few businesses reported coordinating with local chambers of commerce, community development agencies, or marketing/business consultants for assistance during construction. Roughly over one-quarter of the businesses reported they had coordinated with other businesses during the construction period.

Business Operations during Construction:

In general, 45-60% of business representatives indicated that they had received adequate information about the following topics:

- Timing and phasing of construction
- Length of project
- Changes in Parking
- Construction-related detours
- Changes in public access

However, less than 30% of respondents indicated that the construction project included adequate signing that directed customers to area businesses. Regarding signing issues, several written comments expressed frustration with transportation agency signing policies, noting the need for the transportation agency and the businesses to work together.

Business Response to Construction Overall, nearly 60% of businesses reported having enough information to develop and implement a business plan for the construction period. Below is a sampling of actions businesses noted they took to better serve customers during construction:

- Advertised
- Sent map or flier with detailed directions and project updates
- Telephoned customers
- Developed and paid for own signage; specific entrance/exit and detour directions
- Read construction updates in neighborhood newspaper
- Provided good customer service/apologized for inconvenience
- Expanded hours and increased delivery

Below are some specific efforts that were taken to ease business impacts during construction:

- Signs directing drivers how to reach specific businesses entrances were moved around as project conditions changed

- Businesses worked together to develop incentives to shop during construction, e.g., Miracle Mile businesses and the local chamber of commerce coordinated to offer special sales during construction

<https://www.inc.com/guides/2010/10/seven-tips-for-when-road-construction-affects-your-business.html>

<https://ithinkbigger.com/open-business-even-street-closed/>

<http://www.governing.com/columns/urban-notebook/gov-when-public-works-projects-kill-business.html>

<https://www.foxbusiness.com/features/dont-let-roadwork-shut-down-your-small-business>

<https://metro council.org/getattachment/60315682-901e-499f-aa17-b136f7783f57/CC-ConstructionSEA-docs-DeSol.aspx>

You cannot build your way out of congestion. Wider streets equal more traffic congestion. The concept is called Induced Demand (ID). “When you provide more of something, or provide it for a cheaper price, people are more likely to use it. Rather than thinking of traffic as a liquid, which requires a certain volume of space to pass through at a given rate, induced demand demonstrates that traffic is more like a gas, expanding to fill up all the space it is allowed.”

A study by the National Bureau of Economic Research demonstrated the “fundamental law of congestion” which states: adding road capacity will not alleviate congestion on any sort of major urban road or rural highway within metropolitan boundaries. The study showed miles driven increases proportionally to highways in increased driving by current residents, an increase in commercial driving and truck traffic, and an inflow of new residents. People migrate to cities which are relatively well provided with roads. There is little substitution between different types of roads. <https://www.nber.org/papers/w15376>

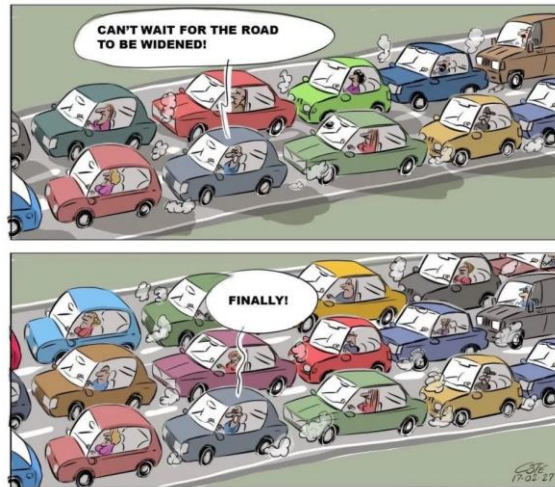
“Intuitively, one would expect the opposite: that expanding a road network works like replacing a small pipe with a bigger one, allowing the water (or cars) to flow better. Instead, it's like the larger pipe is drawing more water into itself. The first thing you wonder here is where all these extra drivers are coming from. I mean, are they just popping out of the asphalt as engineers lay down new roads?

The answer has to do with what roads allow people to do: move around. As it turns out, we humans love moving around. And if you expand people’s ability to travel, they will do it more, living farther away from where they work and therefore being forced to drive into town. Making driving easier also means that people take more trips in the car than they otherwise would. Finally, businesses that rely on roads will swoop into cities with many of them, bringing trucking and shipments. The problem is that all these things together erode any extra capacity you’ve built into your street network, meaning traffic levels stay pretty much constant. As long as driving on the roads remains easy and cheap, people have an almost unlimited desire to use them.”

<https://www.bloomberg.com/news/articles/2018-09-06/traffic-jam-blame-induced-demand>

<https://www.wired.com/2014/06/wuwt-traffic-induced-demand/>

https://www.strongtowns.org/journal/2021/3/3/the-fundamental-global-law-of-road-congestion?utm_campaign=meetedgar&utm_medium=social&utm_source=meetedgar.com&fbclid=IwAR2n6pbRUcOqpz1jtPcZ0naXynTp8JMqpycyT3I7CI4Y1Pw_NuhITyw-6Q



How road widening works. Cartoon via @BrentToderian Twitter

Road diets work. Removing travel lanes in favor of safety, pedestrians and economic development has been successfully implemented across the nation. Freeway removal has been shown to reduce auto traffic while also stimulating new development.

“Interestingly, the effect works in reverse, too. Whenever some city proposes taking lanes away from a road, residents scream that they’re going to create a huge traffic snarl. But the data shows that nothing truly terrible happens. The amount of traffic on the road simply readjusts and overall congestion doesn’t really increase. So where did those other drivers go? Many of them switched to public transit, which in Paris has increased by 20 percent in the last two decades. Other trips have simply been avoided, or done on foot. It’s not just Europeans who are eager to get out of their cars. San Francisco removed a highway section, called the Central Freeway, that carried nearly 100,000 cars per day in 1989. The boulevard that replaced it now only carries around 45,000 daily cars and yet they move. Perhaps the biggest success story has been in Seoul, South Korea, where the city tore down a highway that was considered a vital roadway corridor, carrying 168,000 cars per day. After replacing the cars with a river, parkland, and some smaller roads, traffic didn’t get worse and many other things, including pollution, got better.”

It's working in Pensacola – Main Street (i.e., Alternate Highway 98) (in front of Maritime Park), Spring Street, North Palafox, Summit Boulevard are all completed or being considered for road diets.

<https://www.cityofpensacola.com/CivicSend/ViewMessage/message/109865>

<https://www.pnj.com/story/news/2022/02/24/pensacola-florida-planning-road-diet-palafox-street-north-hill/6907969001/>

<https://www.pnj.com/story/news/local/pensacola/2022/02/09/summit-boulevard-speedway-road-diet-proposed-slow-traffic-pensacola/6702945001/>

<https://www.strongtowns.org/journal/2022/6/21/road-diet-seven-years-in-the-making-was-it-worth-every-minute>

<https://www.cnu.org/publicsquare/2022/06/06/freeway-fighting-tide-has-turned>

<https://www.cnu.org/publicsquare/2022/06/21/seven-stroads-have-been-converted-streets>

<https://www.vox.com/2018/7/25/17593344/road-diets-lane-conversion-traffic-calming-explained-video>

https://www.strongtowns.org/journal/2018/1/23/road-diet-bridges-a-barrier-boosts-safety?utm_campaign=meetedar&utm_medium=social&utm_source=meetedar.com&fbclid=IwAR14Aha5Uoxzs_vVIk0B2RyjiUzwM6ZMARRRXTSZ75gOy6xKfBRMs6efj4M

Wider roads are not an economic development tool.

“(F)ast-flowing traffic through your downtown doesn’t boost the economy of your downtown. Ever. It helps people leave it faster. And while Bamberg’s economy has struggled for many reasons not attributable to urban design or this road, it absolutely doesn’t help when a rural community prioritizes the convenience of those hurrying through it over those who live in it. Downtown is the golden goose for most towns of this size: it is the greatest concentration of wealth by far, and even in a struggling town, downtown should be the absolute last thing allowed to go bad. It should be your lifeblood. If you’re designing your downtown for fast, efficient movement of cars, it’s a red flag that you’ve got a lot of other priorities wrong: you’re not making the small investments in high-quality places that serve their immediate residents’ needs.

A number on a shield can lead to a lot of confused priorities. Bamberg’s Main Street is part of US 301, a federal highway that extends from Florida to Maryland through countless towns like this. Its designation as a highway may sow confusion about its purpose, but let’s be clear: these few blocks need to be a street, not a road or a stroad. Cars should move slowly and cautiously, and planning priority should be given to creating a great destination. If drivers passing through have their trip extended by 1 or 2 minutes, so be it. It’s 1 or 2 minutes.

In Bamberg’s case, this would mean reducing Main Street to one narrow lane in each direction, possibly adding some curb parking, widening the sidewalks and eliminating those railings. Features like raised crosswalks, curb bulb-outs, and street trees would also merit consideration.

The city seems to have come around somewhat: in 2016 they brought in consultants from Smart Growth America through a USDA technical assistance grant, who advised them (among many other things) to redesign US 301 as a walkable street, and, remarkably, to seek the governor’s intervention if necessary to overcome the objections of the state Department of Transportation. (At the time, the South Carolina governor was Nikki Haley, who was born in Bamberg.)

That bit of the SGA report is telling: You might need to persuade the governor to personally tell the DOT to butt out, because the cult of traffic speed is so entrenched in the highway engineering profession and within these state agencies. And there’s a big factor looming over all of America, not just small towns like Bamberg, that could make things much worse: autonomous vehicles.

As Strong Towns’s Chuck Marohn wrote in 2018, AVs pose a very direct conflict between safety and speed: once they become ubiquitous, they will be programmed to stop for any pedestrian who steps out into the roadway, and the only way to keep them moving at high speeds will be to physically prevent pedestrians from doing so. In other words, there’s a very real possibility that Bamberg-style guardrails are coming to a street near you, whether you live in a small town or big city. This is the future the AV evangelists are leading us toward. And if they get their way, it will kill everything that makes a great neighborhood street a great neighborhood street.

The solution, as Bamberg’s example so vividly illustrates, is to embrace a contradictory truth: fast, unimpeded vehicle traffic is simply incompatible with a great place. The traffic engineering profession has been slow to come around to this truth. But your town’s leaders can learn from an example of a Main Street gone wrong.”

<https://www.strongtowns.org/journal/2020/12/2/heres-what-not-to-do-to-your-small-town-main-street>

https://www.brookings.edu/blog/the-avenue/2019/03/20/stop-trying-to-solve-traffic-and-start-building-great-places/?utm_content=bufferade80&utm_medium=social&utm_source=facebook.com&utm_campaign=buffer&fbclid=IwAR30TdDufjXCTQBGs4E3FQt8QyzI3Ad545Y9H3v33we85KrhYhru70rpt0c&fbclid=IwAR2yflhFN E8wtPTZwblHHCM5DvlACveMP4pYNOGXNRrTfG6ih1f56OTPg8s

Higher traffic count is not a strong indicator for economic vitality. The number of cars passing by a business are important, but only the number of cars stopping truly matter. The only way someone in a car driving down the road at 40+ mph can spend money is by stopping and getting out. Our goal is to make Milton a place to drive to, not through. Those determined to drive through our town are not factors in the local economy and should be diverted to other, higher speed, higher volume traffic routes. That meets both our goals and theirs. Those that want to stop or may stop should have safe easy options for ingress, egress and parking. Wide, high-speed roads with limited turn lanes or barricade walls do not encourage this type of activity. Once a consumer is out of their car, our goal is to keep them out of it. The best way to do that is by having safe, clean, easy to traverse and interesting pedestrian walkways. It starts with safety. No one feel safe walking beside a high-speed thoroughfare. That's how one ends up with barricaded sidewalks dividing a community like in Bamberg, SC. Transportation Planner "think" they can both make pedestrians safe and keep cars going fast, but that's not possible. Would you take a leisurely stroll or ride your bike with your kids from the Blackwater Heritage Trail along Highway 90 to Hall's Hardware? Would you cross Highway 90 and continue on get ice cream at Taste Freeze? They are 3/10 of a mile apart and less than a 5-minute walk. If you wouldn't, why not? Unsafe? Cars going too fast? Crossing is difficult? Look at some of the most popular streets in America – Times Square and Herald Square in New York City, Lincoln Road and a portion of Ocean Drive in Miami Beach, East Fourth Street in Cleveland, RiverPlace in Portland, Market Square in Knoxville, Main Street in Charlottesville, Madison State Street in Madison, Third Street Promenade in Santa Monica, many blocks in the French Quarter in New Orleans, Fremont Street in Las Vegas and Fisherman's Wharf in San Francisco are all closed to cars. They are made for pedestrians and for making money.

<https://www.idealspot.com/post/six-ways-to-monetize-traffic-counts>

Wider roads allow for more urban sprawl. As long as we continue to pay for expanded and extended infrastructure (road, water and sewer systems, schools, etc.) for those with the economic means to live further and further away from urban centers, the rapid, poorly planned growth will continue. Those with the economic means to live further out will also possess greater resources to impact political decision that will redirect scarce resources their way. We will always and forever pay for these items through increased property taxes and fees while the existing infrastructure will continue to crumble. Older, urban schools will lose resources to the more attractive, newer schools. The impacts to the environment and quality of life for all are real and measurable. Gentrification, economic and racial issues also grow due to sprawl. We are seeing, very clearly in Santa Rosa County where urban sprawl is directly impact the rural, agricultural way of life. New proposed developments on land that is being rezoned from agricultural will literally see the birth of new towns in the central and norther parts of the county. Those who can afford to live there will demand urban amenities in areas that those services were never envisioned or planned for and they will have to be built.

<https://www.everythingconnects.org/urban-sprawl.html>

https://kipdf.com/sprawl-hurts-us-all-a-guide-to-the-costs-of-sprawl-development-and-how-to-create_5ab012b21723dd329c634999.html

<https://www.britannica.com/explore/savingearth/urban-sprawl>

<https://www.vox.com/2015/5/22/8640425/commuting-poverty-public-transit>

<https://ggwash.org/view/70806/the-future-of-farming-in-our-region-should-matter-to-urbanists>



Agenda Item # 2022-342

Florida/Alabama Pedestrian Bicycle Plan

MEETING DATE

July 5, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Florida/Alabama Pedestrian Bicycle Plan

SUMMARY

Florida/Alabama Bicycle Plan discussion. Staff has provided the most recently approved FL-AL TPO Pedestrian Bicycle Plan from 2018, as well as the City's sidewalk plan from 2013. Also included is a map showing the locations of the proposed sidewalks as well as those sidewalk segments that have been completed.

RECOMMENDATION

Executive Committee direction

ATTACHMENTS

1. FL-AL-PEDBIKE-Master-Plan-ADOPTED
2. Proposed_Sidewalk_Map_063022
3. Sidewalk_Priority



2018 Florida-Alabama TPO Pedestrian/Bicycle Master Plan

DRAFT 2018

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Introduction

ACKNOWLEDGMENTS



The West Florida Regional Planning Council would like to acknowledge the partnership between the Florida-Alabama Transportation Planning Organization (TPO), Florida Department of Transportation, Alabama Department of Transportation, and all of the municipalities within the Florida-Alabama TPO boundary. Stakeholders, elected officials, and staff devoted many hours to contribute to this document.

Introduction

An efficient transportation network is the bedrock of a successful community – the effective movement of people and things directly affects a region’s quality of life and economic vitality. Specifically, communities with effective walking and bicycling facilities experience countless benefits; roads are less congested, air quality is enhanced, safety is improved for all modes of transportation, and residents enjoy greater opportunities for recreation.

This study will provide an update to the previously completed 2010 Bicycle and Pedestrian Plan for the TPO and will be incorporated as an element of the 2040 Long Range Transportation Plan (LRTP).

In recent decades, transportation planning in the United States has been centered around the automobile. While this trend has created challenges regarding pedestrian and bicycle mobility, Complete Streets policies have been adopted by the State of Florida in recent years. These initiatives provide for safer, context-sensitive roads that can now be designed and constructed to serve all users, including pedestrians and bicyclists. In addition to these large-scale policy changes, communities within the TPO are recognizing the importance of multi-modal transportation planning. This Plan will provide a coordinated strategy for the establishment of pedestrian and bicycle-friendly communities throughout the TPO.

Purpose of the Plan

A Bicycle and Pedestrian Master Plan was adopted by the TPO in 2010. Since then, a variety of changes have created the need for an update. As mentioned, Complete Streets initiatives have opened the door for innovative engineering practices that have the potential to improve roadway biking conditions. Corridor Management Plans (CMP) have been conducted on multiple roadway segments within the TPO in recent years, providing insight into potential projects and improvements. Furthermore, community priorities have changed, requiring a fresh evaluation of local project needs. In addition to prioritizing physical infrastructure improvements, this plan will take a holistic approach to pedestrian and bicycle planning by recommending educational programs, outreach activities, and enforcement strategies to improve walking and bicycling conditions for all roadway users.

STUDY AREA

Transportation Planning Organizations, or TPOs, are local transportation policy-making boards for urbanized areas. Based on population data from the United States Census, every urbanized area with a population greater than 50,000 is represented by a TPO. Also referred to as Metropolitan Planning Organizations (MPO), TPOs were created under federal law to improve coordination between state and local governments in the transportation planning process. The governing board of the Florida-Alabama TPO is comprised of elected officials from each of the local governments within its boundaries. This encourages a cooperative, regional approach to transportation planning and decision making.

The study area for this plan is the Florida-Alabama TPO (hereafter referred to as the TPO), which represents the Pensacola urbanized area. The TPO's large geographic extent results in a diverse landscape of urban, suburban, semi-rural, and rural environments. The walking and bicycling needs in urban areas are different from those in rural communities; thus, this plan will incorporate Complete Streets concepts into its recommendations. A map displaying the TPO's boundaries, as well as the political jurisdictions within the TPO, is included on the following page.



The FL-AL TPO covers 651,251 acres of land, spans over 40 miles from east to west, and encompasses areas of southeastern Alabama and northwest Florida. In addition to crossing state lines, the TPO covers three counties and contains portions of four municipalities.



Florida-Alabama TPO Boundary

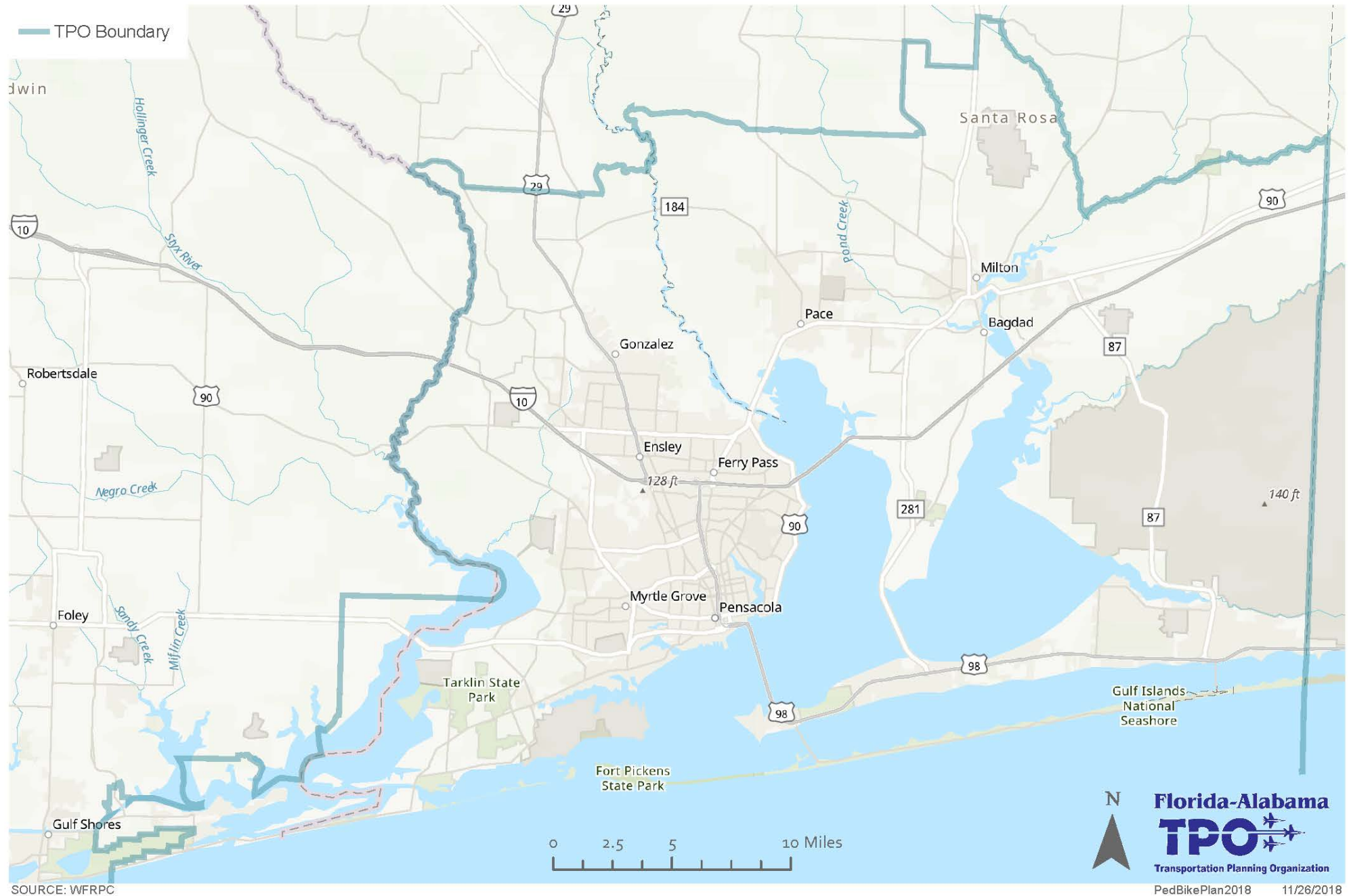


Figure 1: Study Area



Public Participation

Public Participation

Gaining input from agencies and citizens throughout the urbanized area was a top priority throughout the planning process. Therefore, highly interactive public outreach was conducted in communities throughout the study area. The various outreach efforts gave the public an opportunity to provide input on specific pedestrian and bicycle project needs within their communities. This section summarizes each outreach event and describes how the results have been used throughout the planning process.



Public Workshops

WFRPC staff held two non-traditional public workshops in June 2017 and two traditional workshops in Jan. 2018. Attendees of the non-traditional workshops were asked to use stickers to indicate what facilities were most needed to promote bicycling and/or walking in their community. Attendees of the traditional public workshops were given an update of the progress of the plan and were asked to comment on completed deliverables. These public workshops were promoted on Facebook and via news release to local media outlets.

Non-traditional Public Workshops

Bands on Blackwater
June 16, 2017
Participants: 9

Palafox Market
June 17, 2017
Participants: 37

Traditional Public Workshops

**Lexington-Terrace
Community Center**
Jan. 9, 2018
Participants: 3

**Perdido Key
Visitors' Center**
Jan. 11, 2018
Participants: 19

**West Florida Regional
Planning Council**
July 26, 2018
Participants: 32

Advocacy Working Group

An Advocacy Working Group was formed to provide technical input and guidance throughout the planning process. The group was comprised of stakeholders from the Florida-Alabama TPO Technical Coordinating Committee (TCC), Citizens' Advisory Committee (CAC), local municipal staff, and pedestrian/bicycle community groups. The Advocacy Working Group has been responsible for reviewing and providing comments on key deliverables such as the vision statement and goals.

The first Advocacy Working Group meeting was held on Aug.22, 2017. The purpose of this meeting was to discuss the Plan's visions and goals. The second meeting was held on Sept. 27, 2017 with the purpose of discussing the prioritization methodology. Excellent feedback was provided at each meeting, which ultimately helped project staff develop a plan that represents the multi-modal transportation needs of each community within the TPO.



Other Outreach Efforts

Due to the emphasis on developing the plan with a public focus, staff continuously pursued community-driven opportunities to reach the public. Participation was garnered by attending local events and presenting to local community groups, in addition to the aforementioned workshops.

Presentations to Community Boards and Organizations:

- » Mass Transit Advisory Committee (MTAC)
- » Gulf Breeze Rotary Club
- » Big Lagoon Kiwanis Club
- » Escambia Transportation Disadvantaged Coordinating Board
- » Santa Rosa Transportation Disadvantaged Coordinating Board

Outreach Events:

- » Bike Pensacola's May 2017 Slow Ride
- » Bike Pensacola's June 2017 Slow Ride
- » Bike Pensacola's July 2017 Slow Ride
- » Brownsville Community Festival
- » Santa Rosa County Back to School Bash
- » Blackwater Water Festival



Website

The Florida-Alabama TPO Pedestrian/Bicycle Master Plan web page went live in February 2017, directing interested parties to the Plan's web page for information regarding the Plan and how to be involved in the planning process.



**wfrpc.org/MoveSafe
EmeraldCoast**



**@MoveSafe
EmeraldCoast**

Facebook

The Florida-Alabama TPO Pedestrian/Bicycle Master Plan Facebook page went live in February 2017, serving as a place to receive input, facilitate discussion, and provide updates on the Plan.



Followers: 59



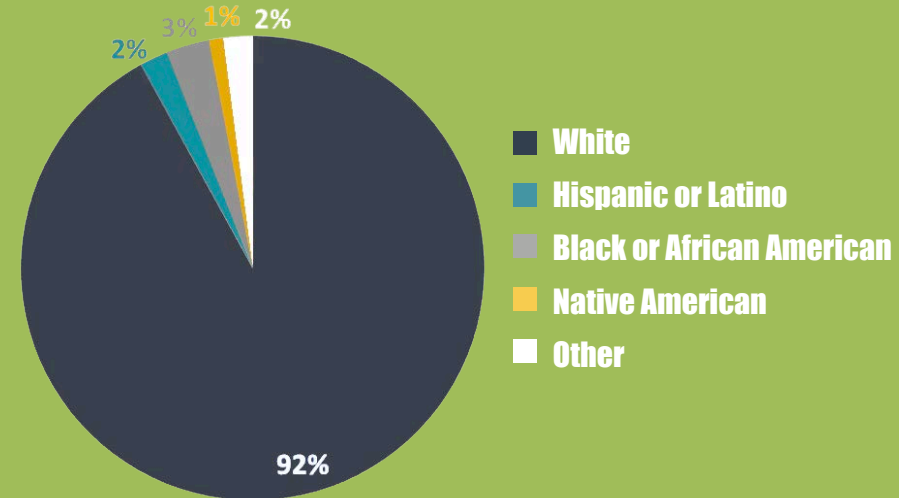
Likes: 58

Survey

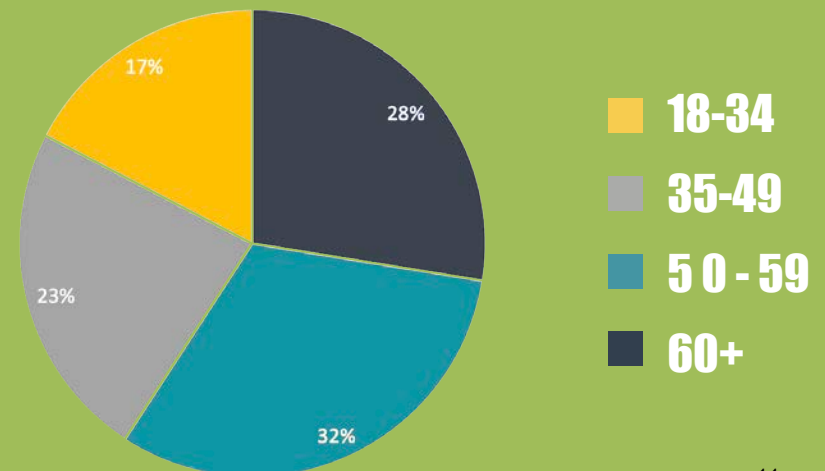
A survey was developed and dispersed to assess community needs, concerns, and perceptions. Initial data was tabulated in Nov. 2017 and data was tabulated again in March 2018 to account for potential changes. The results of the survey provided valuable insight into community members' observations of walking and bicycling within the TPO. For example, traffic being too fast or heavy was a leading factor that kept people from walking or riding a bike more often. Similarly, when people were asked which facilities were most needed to promote walking or bicycling in their communities, the highest response rates were received for having more bicycle lanes separate from the roadway, more/improved bicycle lanes and improved buffers between facilities and vehicles. Charts displaying this information in detail are included on the following pages.



Survey Respondents by Race/Ethnicity



Survey Respondents by Age



Surveys

- 0
- 1 - 2
- 3 - 4
- 5 - 10
- 10 - 19
- TPO Boundary

Map showing the Florida-Alabama Transportation Planning Organization (TPO) area, including major roads (I-90, I-10, I-98) and various locations (Santa Rosa, Milton, Bagdad, Pace, Ennsley, Ferry Pass, Myrtle Grove, Pensacola, Tarklin State Park, Fort Pickens State Park, Gulf Shores). The map displays survey counts by census tract, with a legend indicating the number of surveys (0, 1-2, 3-4, 5-10, 10-19) and TPO boundaries. A scale bar shows distances up to 10 miles. The source is FGDL, WFRPC, and the date is 11/26/2018.

12

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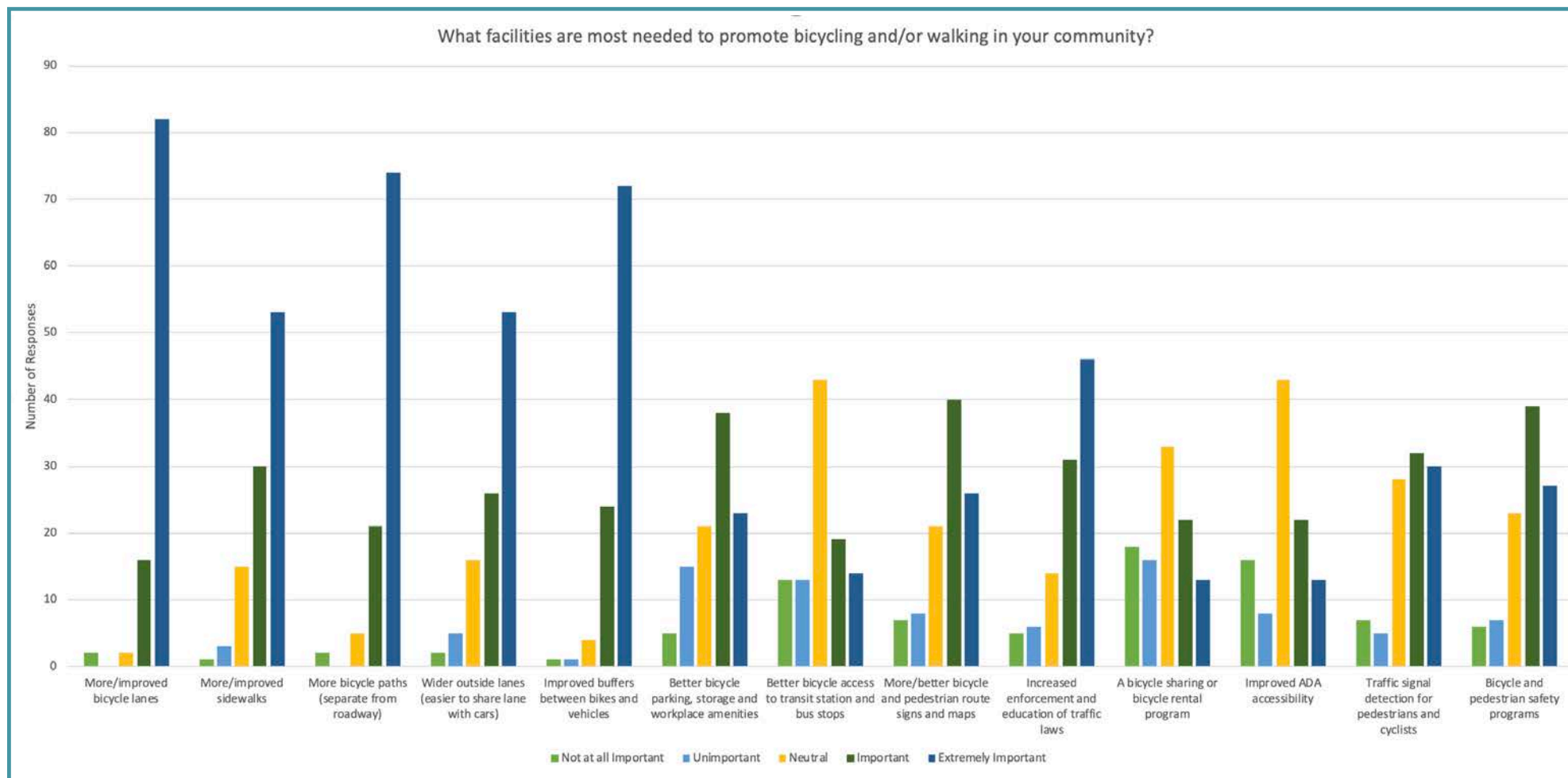


Figure 3: Survey Results: Facilities

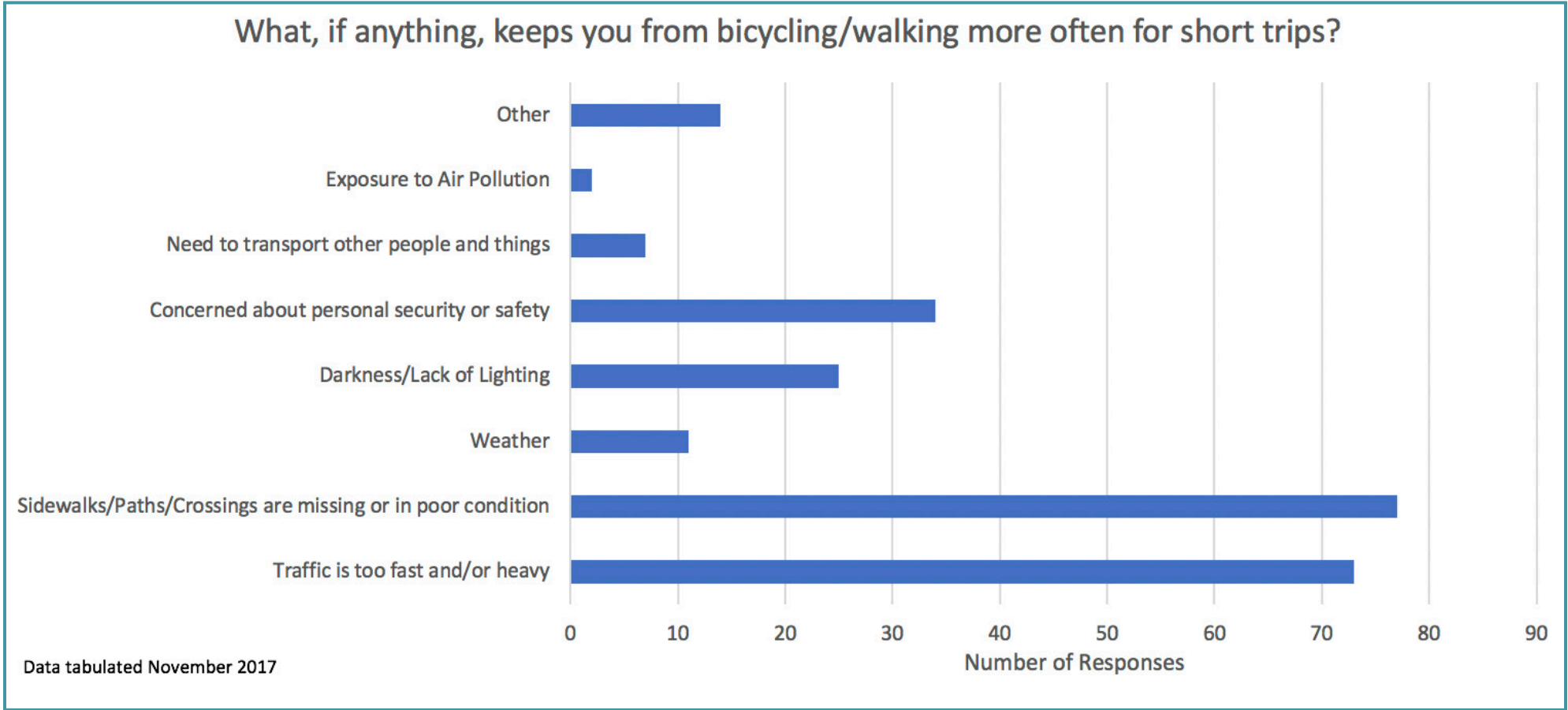


Figure 4: Survey Results: Short Trips

Compilation of Public Input

The extensive public outreach conducted throughout the planning process provided insight into trends, issues, and opportunities relating to walking and bicycling. Community members emphasized the importance of safety improvements, specifically referencing the need for more adequate facilities. The importance of educating drivers, pedestrians, and bicyclists about traffic laws and driving conduct was also mentioned at outreach events frequently. Community members also had the opportunity to identify specific project needs by drawing on large maps of the TPO study area. Public input may be found in the plan's online appendix located at www.wfrpc.org/movesafeemeraldcoast.



"I would like to see more interconnected multi-use paths through the west Florida area that could be utilized for commuting and recreation."



"Bike lanes in and around Pensacola need to be connected."



Vision, Goals, and Objectives

Vision

Vision

The vision statement describes the ideal future scenario that can be attained if specific strategies are implemented. The following vision statement was developed with input from the Advocacy Working Group to provide guidance and direction to local governments, organizations, and community members working toward pedestrian and bicycle-friendly communities in the TPO.

Vision Statement

The TPO Pedestrian and Bicycle Master Plan will improve the quality of life for all communities within the TPO planning area by providing education, engineering, enforcement, equity, and encouragement of multi-modal transportation choices.

I'd love to see some community public service announcements or some type of ongoing education regarding "How to use a bicycle."



Goals	Objectives
Education Educate users of all transportation modes on Complete Streets concepts and pedestrian and bicycle safety, rights, and responsibilities.	1.1 Conduct outreach focusing on safe walking, bicycling, and driving conduct with a specific focus on traffic laws
	1.2 Organize workshops with state transportation agencies and local government planning and engineering departments focusing on Complete Streets concepts
	1.3 Partner with public and private schools to conduct pedestrian and bicycle safety training activities such as Safe Routes to School
Engineering Develop a continuous, connected, and accessible pedestrian and bicycle network that affords safe, enjoyable, and comfortable accommodations for users of all ages and abilities to move between places and destinations.	2.1 Reduce conflicts between vehicles, pedestrians, and bicyclists by implementing a wide range of context-appropriate facility improvements
	2.2 Increase the quality and quantity of facility connections between existing multi-modal facilities and other generators of walking and bicycling activity (these areas are identified and defined in Section 7: Project Prioritization)
Enforcement Partner with local law enforcement and first responders to provide adequate enforcement programs.	3.1 Partner with local law enforcement to ensure traffic laws are enforced among bicyclists and motorists
Equity Develop a well-connected pedestrian and bicycle network that accommodates users of all ages and abilities, including those with disabilities, those who cannot drive, and those without access to a vehicle.	4.1 Maintain public involvement to continuously evaluate areas in need
	4.2 Increase access to amenities and bike / pedestrian facilities
Encouragement Enhance the livability of the Florida-Alabama TPO area through encouragement of bicycling and /or walking for short trips.	5.1 Promote organized walking and bicycling events such as Ciclovía
	5.2 Work with local jurisdictions and the League of American Bicyclists to obtain Bicycle Friendly Community certification
	5.3 Make pedestrian and bicycle facility maps available to the public by dispersing printed maps and implementing wayfinding signage

Table 1: Goals and Objectives



Community Profile

Community Profile

Community Profile

A thorough understanding of a region's demographic characteristics is essential in the transportation planning process. Knowledge relating to the structure, behavior, and spatial distribution of a population ensures that effective recommendations can be made. This section examines the socioeconomic and demographic characteristics of the TPO and provides detailed information regarding automobile ownership and commuting trends.

Population Characteristics

Based on the 2011-2015 American Community Survey (ACS), the total population of the TPO was estimated to be 455,923 in 2017. For a better understanding of population distribution throughout the TPO, population data is broken down and displayed by jurisdiction. The overall region has seen steady population growth over the last 10 years.

		2000	2010	2016
States	Florida	15,982,378	18,801,310	20,612,439
	Alabama	4,447,100	4,779,736	4,863,300
Counties	Santa Rosa	118,387	151,372	170,497
	Escambia	294,784	279,619	315,187
	Baldwin	140,415	182,265	199,510
Cities	Pensacola	56,092	51,969	53,779
	Milton	7,539	8,826	9,839
	Gulf Breeze	5,665	5,763	6,205
	Orange Beach	3,784	5,441	5,791

Table 2: Population by TPO Jurisdiction



Pedestrian Bicycle Master Plan - Population Density

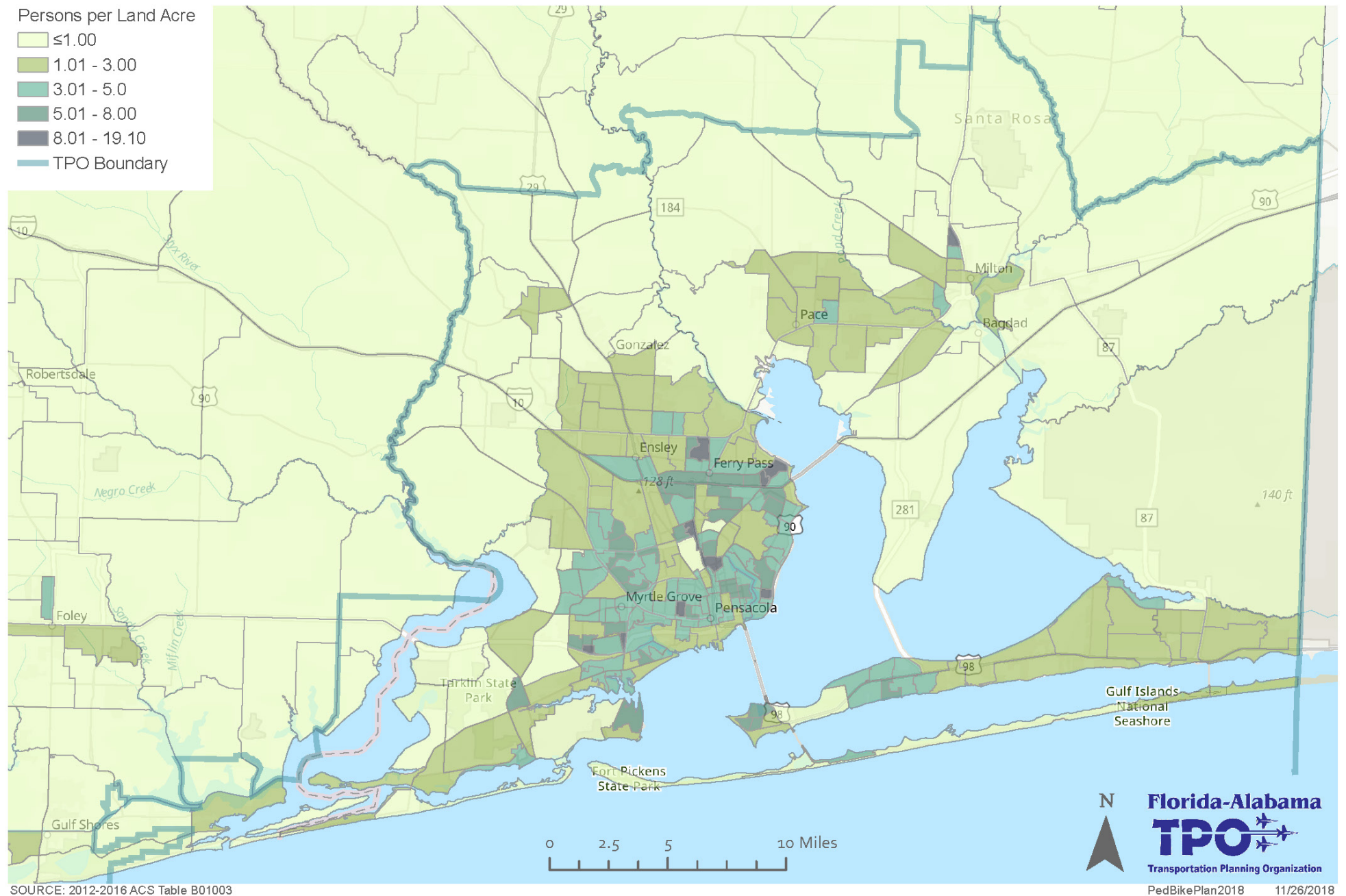


Figure 5: Population Density

Age and Gender

Measuring age provides insight into areas of the TPO that may experience higher demand for transit, pedestrian, or bicycle facilities. For example, anyone younger than 16 years of age is unable to legally operate a motor vehicle.

Vehicle Ownership

A particularly important variable that the American Community Survey (ACS) measured was vehicle access (measured by occupied housing unit). An average of 5.54% of the TPO's households do not have access to a vehicle; however, specific geographic areas experience rates much higher than this. Households without access to a vehicle are more likely to utilize other modes of transportation than households that do have a vehicle (a high rate is anything over the TPO average of 5.54 percent). A map displaying census block groups with high rates of zero vehicle ownership is displayed in the online appendix.

Geographic Information Systems

Staff utilized Geographic Information Systems (GIS) extensively to evaluate demographic and socioeconomic data. ArcGIS was a key tool due to the unique political boundaries of the TPO. For example, the United States Census Bureau collects data at a variety of geographic levels. Data can be viewed by political subdivision (city or county), or by census designated unit (census tract, block, or block group). As a regional entity, the TPO does not adhere to the boundaries of political subdivisions or census designated units. Therefore, to obtain accurate demographic data for the TPO, staff utilized GIS to 'clip' the boundaries of political subdivisions and census designated units to coincide with the boundaries of the TPO.

FL-AL TPO KEY FACTS



Tapestry Segmentation

Created by the same company that produces ArcGIS, the Community Analyst tool provides unique reports called Tapestry Segmentations. Tapestry Segmentations are created using census data and geographic information and provide in-depth information about neighborhoods and their respective residents. These reports provide insight into the potential behavior of residents, specifically relating to transportation decisions.

For example, the most common segment within the TPO is the Middleburg neighborhoods. Middleburg neighborhoods, which house about 14 percent of TPO residents, are semi-rural locales on the edge of metropolitan areas. Due to the distance of neighborhoods like these from activity centers, walking or bicycling for everyday purposes is not always feasible for Middleburg residents. In-depth information on the Middleburg neighborhood is included in the online appendix.



Pedestrian Bicycle Master Plan - Tapestry Segmentation by Census Tract

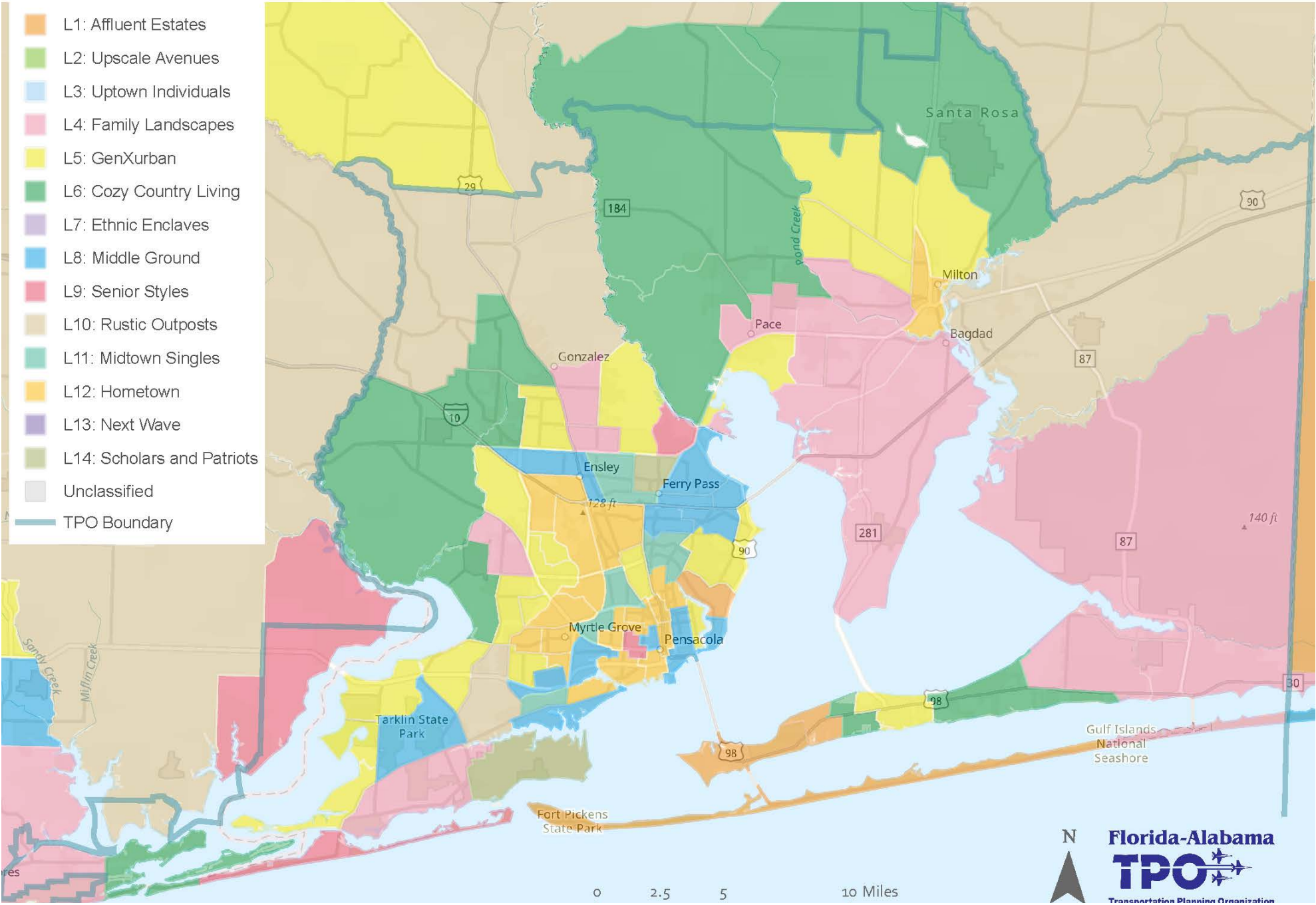


Figure 6: Tapestry Segmentation by Census Tract

Commuting Trends

The Community Analyst tools also create infographic reports, which are compilations of census data displayed graphically. Based on ACS data, the TPO was home to 202,711 workers over the age of 16 in 2010. Of these workers, 78.7% drove alone to work, 1.5% walked to work, and 0.3% biked to work. Furthermore, more than 75% of all workers traveled 15 minutes or more to get to work.

The percentage of workers who walked or rode a bike to work was low for a variety of reasons. As mentioned in the previous section, walking or riding a bike to work may not be feasible for residents of rural or semi-rural locations (14% of TPO residents live in Middleburg neighborhoods). Survey data indicated that inadequate facilities also kept people from walking or riding a bike more often.

Bicyclists and Pedestrians Involved in Vehicle Crashes				
Florida-Alabama TPO Area*				
January 1, 2012 - December 5, 2017				
Year	Bicyclists	Pedestrians	Total Bike/Ped Crashes	Fatalities
2012	99	105	204	16
2013	94	89	183	11
2014	81	106	187	21
2015	82	108	190	18
2016	65	105	170	22
2017	72	110	182	19
Total	493	623	1116	107
*Not Including Baldwin County, AL				

Table 3: Bicyclists and Pedestrians Involved in Vehicle Crashes



**Took Public
Transportation to Work**



**Carpooled
to Work**



**Walked
to Work**



**Biked
to Work**

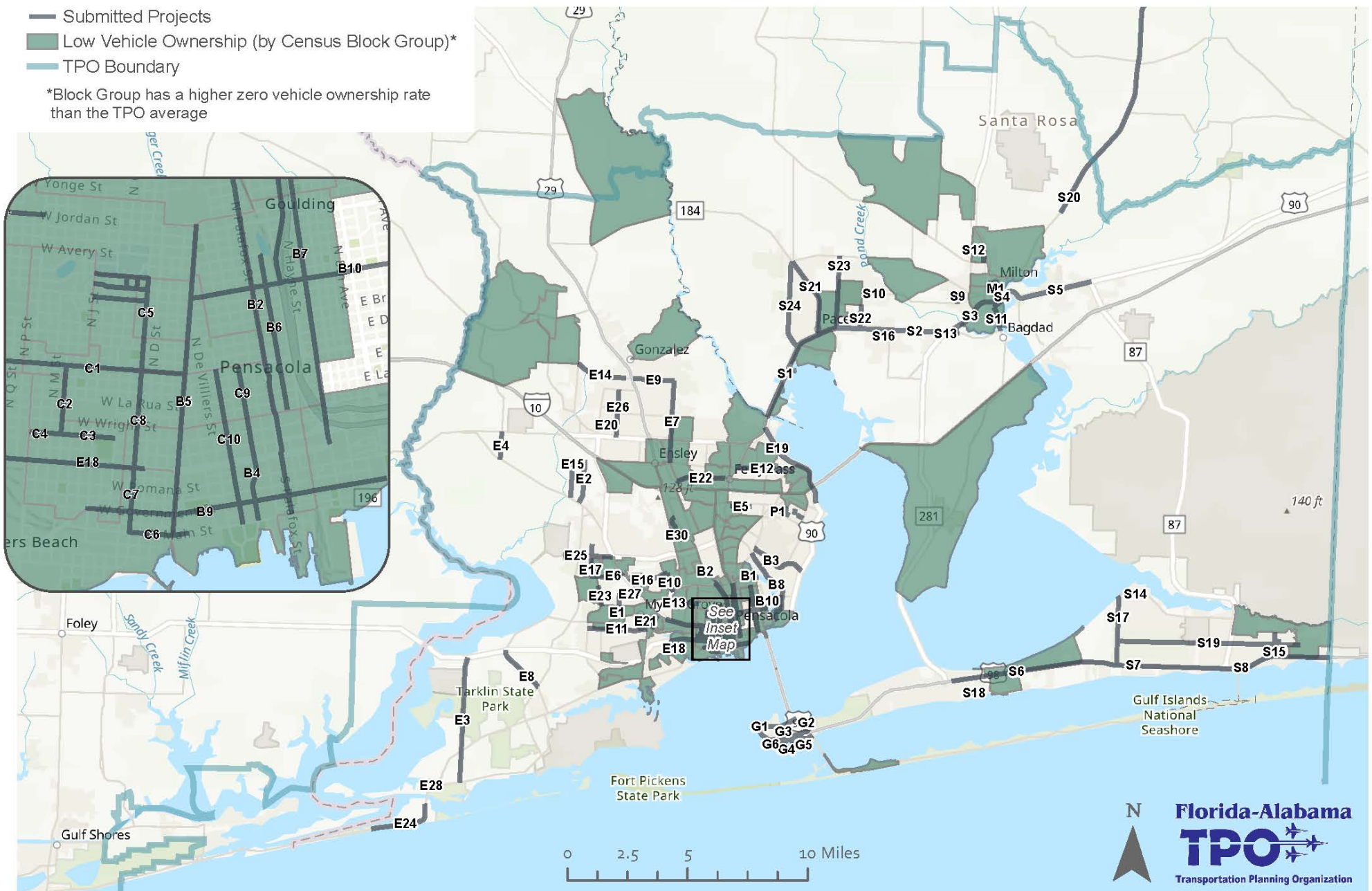
Pedestrian Bicycle Master Plan - Project Prioritization Criteria - Vehicle Access

— Submitted Projects

■ Low Vehicle Ownership (by Census Block Group)*

— TPO Boundary

*Block Group has a higher zero vehicle ownership rate than the TPO average



SOURCE: Escambia County, Santa Rosa County, City of Pensacola, City of Milton, City of Orange Beach, FDOT, FGDL, 2012-2016 ACS Table B25044, WFRPC

Florida-Alabama
TPO
Transportation Planning Organization

PedBikePlan2018 11/6/2018

Figure 7: Vehicle Access



Inventory of Existing Conditions

Inventory of Existing Conditions

Existing Policies and Plans

A main focus of this Plan is the identification and prioritization of pedestrian and bicycle facility projects. Many projects have already been identified and prioritized in TPO planning documents. Furthermore, local governments have also identified priority areas for walking and bicycling in their Comprehensive Plans and Master Plans. Corridor Management Plans (CMPs) also provide specific recommendations relating to pedestrian and bicycle related improvements. This section will summarize existing policies and documents that influence pedestrian and bicycle planning activities within the TPO.

State Policies

Complete Streets

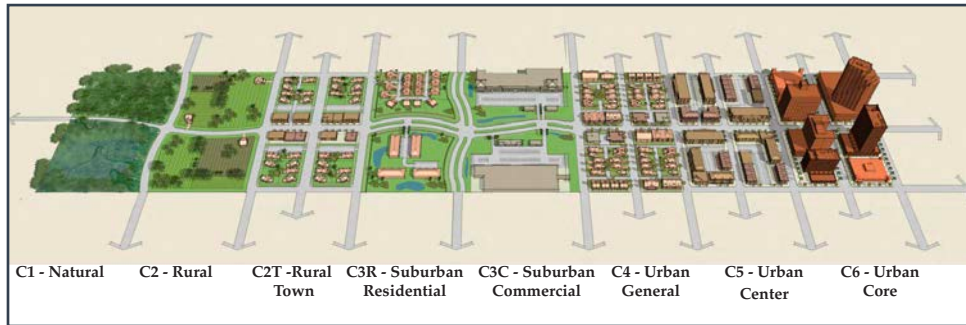


Figure 8: FDOT Context Classifications

The Florida Department of Transportation (FDOT) adopted a Complete Streets policy in 2014. The purpose of the policy is to design and construct roadways that safely accommodate all users, including automobiles, transit vehicles, pedestrians, and bicyclists. The policy recognizes that roadway design and construction techniques should be context-sensitive, considering local land

use patterns and built conditions. The policy presents a context classification system for roadways, which describes the different built environments in Florida as well as the types of uses and user groups that will likely utilize the roadway. A roadway's context classification influences the subsequent approach to planning, design and construction.

Implementing Complete Streets policies at the local level would encourage future projects to be sensitive to land use, built conditions, on-street parking conditions, and other factors. For example, a low-traffic rural road may not need buffered bike lanes, but adding paved shoulders may be most appropriate.

Florida Office of Greenways and Trails

The Florida Office of Greenways and Trails recently adopted their 2018-2022 Priority and Opportunity Trail Maps. Updates were made to 'priority trails' segments, on which potential multi-use path projects would be eligible for SUN Trail funding. Adopted Priority and Opportunity Trail Maps are included in the online appendix.

Florida Pedestrian and Bicycle Strategic Safety Plan

The Florida Department of Transportation's Pedestrian and Bicycle Strategic Safety Plan provides information and resources for municipalities to practice safety outreach and implement safe design practices in their pedestrian and bicycle infrastructure.



Comprehensive Plans

Comprehensive Plans

Baldwin County Comprehensive Plan

The Baldwin County Comprehensive Plan does not specifically address non-motorized transportation.

Escambia County Comprehensive Plan

The Mobility element of the Escambia County Comprehensive Plan has specific policies that address non-motorized transportation:

- MOB 1.1.3: All new public road construction projects in urban areas or community redevelopment areas will accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage
- MOB 1.1.10: Pursuant to Florida Statutes, Escambia County, the Escambia County School Board, and the Community Traffic Safety Team will coordinate to prepare a “Transportation Alternative” master plan for each public school and then implement construction of improvements (e.g., sidewalks, shoulders) to encourage walking to school
- MOB 1.1.11 Escambia County will encourage through private/ public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County’s Bicycle and Pedestrian Plan, or the “Transportation Alternative” Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development
- MOB 1.2.2 Non-motorized Transportation Facilities. Escambia County will provide or require the provision of non-motorized

transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities

Santa Rosa County Comprehensive Plan

The Santa Rosa County Comprehensive Plan has a variety of policies and recommendations relating to multi-modal transportation:

- Policy 2.1.C.8 states that new subdivisions will incorporate sidewalks within the subdivision and leading to schools based on traffic volumes and proximity to schools
- Policy 2.1.C.9 specifically recommends sidewalk connection (Blackwater/Bagdad Connection) from Bagdad to Blackwater Heritage Trail and Whiting Military Trail loop
- Policy 2.1.C.4 speaks to the reduction hazardous walking conditions within the vicinity of public schools



City of Pensacola Comprehensive Plan

The City of Pensacola Comprehensive Plan includes the following policies/recommendations:

- The Transportation Element calls for the design and operation of a network of Complete Streets
- Policy T-3.1.3: The City shall encourage the development of a comprehensive bicycle education program in coordination with the TPO and Escambia County
- Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs
- Policy T-3.2.3: In accordance with the City's Public Schools and Facilities Element of the Comprehensive Plan, new residential developments within two miles of an existing or planned school shall be required to provide sidewalks. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways.
- Policy T-3.2.6: The City shall continue to install countdown-type pedestrian signals at the most appropriate and highly-traveled pedestrian crossings
- Policy T-3.2.11: The City will pursue, where feasible, "Complete Street," and intersection improvements along the corridors identified in adopted neighborhood and redevelopment plans to provide for aesthetics, accessibility and safety for pedestrians, bicycles and motorized vehicles. Such improvements may include traffic calming measures such as adequate lighting, shade trees, wider sidewalks, bike paths, street furniture, gateway treatments, directional signage and area identity markers where feasible

City of Gulf Breeze Comprehensive Plan

The City of Gulf Breeze Comprehensive Plan includes the following policies/recommendations:

- Policy 1.1.1: The City shall require both new development and substantial redevelopment to provide adequate safe pedestrian facilities on-site, to adjacent sites as practical, and in adjacent right-of-way. Such facilities shall include a direct link between the public sidewalk network and building entrance, lighted sidewalks along both sides of all internal roadways and, as appropriate, on the development side of adjacent roadways. Additionally, mitigation or elimination of existing pedestrian hazards (e.g. upgrading an intersection) may be required, as needed and dependent upon the magnitude of the development or redevelopment project
- Policy 1.1.3: When existing City roads are resurfaced or reconstructed or during the design of new City roads, pedestrian and bicycle facilities may be incorporated by providing for wide outside lanes, bicycle lanes, sidewalks, and/or other facilities when the available right-of-way is not physically constrained and when cost and design considerations are not prohibitive

City of Milton Comprehensive Plan

The City of Milton's Comprehensive plan thoroughly addresses multimodal transportation and has specific project recommendations (Table 4 on the following page):

Map ID	Location	Project Description	Cost Estimate (in \$1,000s)
	Milton Way – 17th to 22nd Avenue	Ped facility on north side of street	
NM-11	Oak Street - 11th Avenue to 19th Avenue	Non-motorized facilities to connect Milton Community Park to schools.	\$2,800
NM-12	Maine Street – 15th Avenue to 17th Avenue	Non-motorized facilities to connect Milton Way/15th Avenue to schools.	\$800
NM-13	19th Avenue - Milton Way to Alder Street	Non-motorized facilities to connect neighborhood with schools and Milton Way.	\$3,800
NM-14	Juniper Street - 11th Avenue to 17th Avenue/Milton Way	Pedestrian facility to connect neighborhood with Milton Way and schools.	\$2,500
NM-15	28th Avenue - Alder Street to S 380th Street	Pedestrian facility /bicycle climbing lane along west side of street.	\$2,400
NM-16	Interurban Trail Connections- Alder Street and Emerald Street	Connections to Interurban Trail at Emerald Street and at Alder Street.	\$2,000
NM-17	Alder Street - 27th Avenue to 28th Avenue	Complete sidewalks on the north side of the street.	\$85
NM-18	Milton Way - 20th Street E to Porter Way	Curb, gutter and sidewalks.	\$3,150
NM-19	Porter Way - 5th Avenue to Kent Street	Non-motorized facility along west side of the street.	\$324
NM-20	23rd Avenue - Emerald Street to Alder Street	Pedestrian facility.	\$100
NM-21	Emerald Street- 27th Avenue to 28th Avenue	Easement for non-motorized connection between 27th Avenue and 28th Avenue.	\$54
NM-22	Milton/Fife - Pedestrian Connection Partnership	Construct pedestrian improvements along Milton Way and 20th Street E to Fife High School. Partner with City of Fife.	\$4,000
NM-23	Pedestrian Crossings Improvements - 5 locations	Improve crossing safety and visibility with rectangular beacon signs, raised crosswalks, or other appropriate treatments.	\$100
NM-24	Milton Way - 28th Avenue to Meridian Avenue E (SR 161)	Street improvements consistent with Uptown Vision.	\$580
NM-25	Interurban Trail Triangle	Build trail segment between S 380th Street and existing trail at Military Road.	\$1,043
NM-26	Interurban Trail – Meridian Avenue E (SR 161) crossing	Construct undercrossing of Meridian Avenue E with trail connections on each side.	\$1,761
NM-27	Emerald Street - Interurban Trail to 27th Avenue	Develop bike route.	\$7,200
NM-28	Kent Street - Porter Way to Interurban Trail	Pedestrian facility /uphill bicycle climbing lane.	\$660
NM-29	11th Avenue - Emerald Street to Milton Way	Non-motorized facilities.	\$3,100
NM-30	Kent Street - Interurban Trail to 10th Avenue	Develop bike route.	\$1,700
NM-31	Porter Way – Pacific Highway E (SR 99) to I-5 bridge	Construct sidewalk on north side of the street.	\$910
Total Project Costs			\$77,270

Table 4: City of Milton Comprehensive Plan Projects

City of Orange Beach Comprehensive Plan

The City of Orange Beach Comprehensive Plan includes the following recommendations:

- Installation of bike lanes on Highway 180 west of Highway 161 (to city limits)
- Pedestrian and bicycle improvements to Highway 182

TPO Planning Documents

Long-Range Transportation Plan (LRTP)

The Long-Range Transportation Plan (LRTP) is a blueprint for maintaining and enhancing the regional transportation system. The LRTP identifies roadway, transit, bicycle and pedestrian, intelligent transportation systems (ITS), and other improvements needed over the next 25 years. The Long-Range Transportation Plan (LRTP) includes the following recommendations:

- The LRTP's Project Priorities List, which is essentially the TPO's Cost Feasible Plan Element, is used by the State DOTs to develop a five-year work program. A table of priority pedestrian and bicycle projects is included in the online appendix

TIP Projects 2019-2023:

Alabama:

- Pave shoulders on US 98/SR 42 from Barclay Avenue to the Alabama State Line
- Pave shoulders on CR 99 from Carrier Drive to Spanish Cove Drive
- Pave shoulders on CR 99 from CR 91 to Carrier Drive.
- Pave shoulders on SR 42 (US 98) from Hillcrest Road to Barclay Avenue
- Bicycle lanes on SR 42 (US 98) from Barclay Avenue to Alabama State Line

Florida:

- Preliminary engineering for US 98 (W. Navy Boulevard) from SR 295 (New Warrington Boulevard) to Bayou Chico Bridge. Funds from Escambia County for redesign of existing cross section, maintain the same number of thru lanes, livable communities and landscaping project, access management modifications, curb and gutter, and bicycle and pedestrian features along with parking
- Sidewalks/multi-use path on SR 292 (Perdido Key Drive) from Alabama State Line to West State Park boundary. Perdido Key Multi-Use Trail
- Complete Streets project to improve safety on SR 10A (US 90) West Cervantes Street from Dominguez Street to A Street

2010 Bicycle and Pedestrian Master Plan

The 2010 Bicycle and Pedestrian Master Plan reviewed roadway segments and prioritized segments based on a level of service analysis. Instead of being prioritized in numerical order, segments were prioritized by tier. Maps displaying facility recommendations from this plan are included in the online appendix.



Pace-Pea Ridge Bicycle and Pedestrian Plan

The Pace-Pea Ridge Plan focuses on the following recommendations:

- Bike lanes on Woodbine Road from Berryhill Road to US 90
- Bike Lanes and sidewalks on Chumuckla Highway from Berryhill Road to US 90
- Sidewalks on Berryhill Road from 5 points intersection to Walker Raod
- Sidewalks on West Spencer Field Road from Berryhill to US 90
- Sidewalks on East Spencer Field Road from US 90 to Carlyn Drive
- Sidewalks on Bell Lane from Sterling Way to US 90
- Bike lanes on US 90 through extent of study area

South Santa Rosa Bicycle and Pedestrian Plan

The South Santa Plan identifies and determines potential projects by segment. The South Santa Rosa Bicycle and Pedestrian Plan includes the following recommendations:

- Bike lanes from Soundside park to Gulf Islands National Seashore Entrance
- Paved shoulders on Bay Street from Coronado to Oriole Beach Road
- Paved shoulders on Bay St from Oriole Beach Road to Circle Lane
- Complete multi-use path link over East Bay Boulevard Bridge

North Palafox Street Corridor Management Plan (CMP)

The North Palafox Street Corridor Management Plan (CMP) includes the following recommendations:

- Addresses North Palafox Street from US 29 to Nine Mile Road
- Road diet at intersection of North Palafox Street and Airport Boulevard eliminating dedicated through lane to provide for extension of sidewalks and inclusion of bike lanes. Estimated cost \$580,000

Main Street CMP

The Main Street CMP includes the following recommendations:

- Addresses Main Street from Barrancas Avenue to Clubbs Street
- Implementing a 10-foot-wide shared use path adjacent to Main Street buffered by landscaping

West Cervantes CMP

The West Cervantes CMP includes the following recommendations:

- Road diet on entire corridor
- Installation of a pedestrian crossing at Mobile Highway and Kirk Street and mid-block crossings between N and M, K and J, H and G and D and C streets
- Increase north-south sidewalk connectivity in vicinity of I, H and G streets
- Increase east-west sidewalk connectivity in the northwest quadrant of the study area

Local Plans

Perdido Key Master Plan

The Perdido Key Master Plan includes the following recommendations:

- Making Perdido Key Drive more bicycle and pedestrian friendly is specifically mentioned numerous times in this document.





Project Prioritization

Project Prioritization

The effective prioritization of pedestrian and bicycle facility projects is a key aspect of this Plan. Due to the variety of factors that impact the potential benefit of a proposed project, developing a sound methodology and selecting appropriate criteria is important. This section explains the process used to select criteria and outlines the rationale behind the chosen methodology.

The first step in the methodology development process was an in-depth review of other Pedestrian/Bicycle Master Plans. Prioritization methodologies can be approached in a variety of ways; some focus heavily upon public input, some employ data-driven analyses, while others use a combination of the two. Methodologies that rely solely upon public input are reflective of community desires, but can fail to identify technical considerations. Likewise, data-driven methodologies are thorough in their analysis but tend to overlook qualitative evidence. Therefore, project staff recommends that a balanced approach would be most appropriate for this Plan.



Criteria Selection

The results of public outreach activities provided valuable insight into the needs and desires of communities within the planning area. Specifically, project staff found the results of the survey to be an important tool when selecting criteria. For example, 71 percent of respondents indicated that traffic being too fast or heavy kept them from walking or bicycling more often. When asked the same question, only seven percent indicated that the need to transport people or things kept them from walking or riding a bike. This is a clear indication that safety is perceived as a key issue, and that projects improving safety should be prioritized.

In addition to utilizing the results of public input to select criteria, project staff worked closely with the Advocacy Working Group throughout the selection process. The Advocacy Working Group consisted of traffic engineers, planners, and other public officials; thus, members provided valuable technical expertise. Members helped to select, define, rank, and assign appropriate weight to criteria due to their collective professional experience in transportation related fields.



The following criteria have been selected to prioritize projects:

1. Safety, in terms of crash data involving incidents between motorized vehicles and pedestrians and bicyclists. Crash data was be sourced from Signal Four Analytics.
2. Connection and Proximity to Schools, in terms of a project's distance from a public or private school. This includes post-secondary institutions.
3. Network Continuity, in terms of connections to existing/planned pedestrian and bicycle facilities. Data has been received from the following local governments:
 - a. Escambia County
 - b. Santa Rosa County
 - c. City of Pensacola
 - d. City of Milton
 - e. City of Orange Beach, Ala.
4. Location Efficiency, in terms of a project's proximity to an activity center. An activity center is defined as a highly-trafficked destination within a city or region. Activity centers considered in this methodology are defined below:
 - a. Park, Trail, or Greenway: a regional, local or neighborhood space for recreation
 - b. Transit Station: a transit center /hub
 - c. Employment Center: an employment location with 25 or more employees
 - d. Residential Area: a census block group with more dwelling units per acre than the TPO average
 - e. Hospital/Medical Clinic: an establishment where patients receive inpatient or outpatient medical care
5. Cost Efficiency, in terms of total project cost. Project cost thresholds were developed with support from FDOT.
6. Project Coordination, in terms of project identification prioritization in other adopted plans including the Long Range

Transportation Plan (LRTP), Transportation Improvement Program (TIP), Comprehensive Plans, Master Plans, Community Redevelopment Areas, Pedestrian/Bicycle Plans, etc.

7. Evidence Based/ Anecdotal Need, in terms of worn pathways on the side of the road or reports of people using the road to walk or ride a bicycle.
8. Vehicle Access, in terms of encouraging facilities in areas with high rates of zero vehicle ownership. A high rate of zero vehicle ownership is anything higher than the TPO average. This data is sourced from the United States Census and is broken down by Block Group.

The table on the following page displays the method for scoring and ranking projects. This method ranks projects by assigning weight to each criterion and point values to potential characteristics. Points awarded for each characteristic are multiplied by the criterion's weight, and total points for all criteria are summed. Projects with the highest point values will be given the highest priority for implementation.



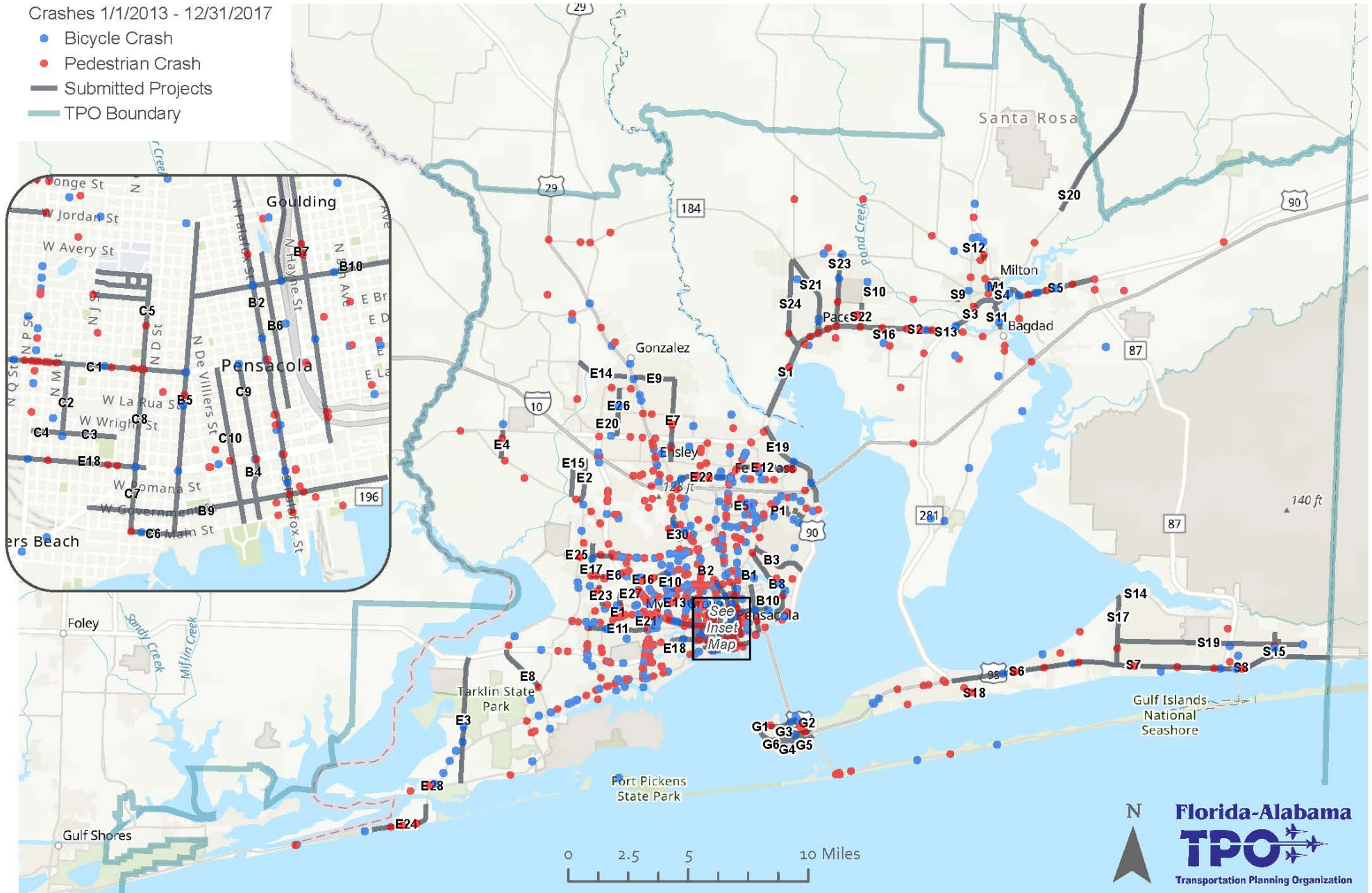
Criteria	Points	Weight
Safety		20
High Crash Corridor (>10 pedestrian/ cyclist incidents in the last 5 years)	3	60
Moderate Crash Corridor (>5 pedestrian/ cyclist incidents in the last 5 years)	2	40
Low Crash Corridor (<3 pedestrian/ cyclist incidents in the last 5 years)	1	20
Connection and Proximity to Schools		20
Project is within .25 miles of a planned or existing school	3	60
Project is between .25 and .5 miles of a planned or existing school	2	40
Project is between .5 and 1 mile of a planned or existing school	1	20
Network Continuity		20
Project connects two existing or planned pedestrian/ bicycle facilities (closes a gap between two separate bike lane segments, links parallel facilities with a crosswalk or other defined space)	3	60
Project extends an existing or planned pedestrian/ bicycle facility	2	40
Location Efficiency		15
Project is within .25 miles of a planned or existing activity center	3	45
Project is between .25 and .5 miles of a planned or existing activity center	2	30
Project is between .5 and 1 mile of a planned or existing activity center	1	15
Cost Efficiency		15
Low cost projects (<\$500,000 total)	3	45
Medium cost projects (between \$500,000 and \$700,000 total)	2	30
High cost projects (> \$700,000 total)	1	15
Project Coordination		15
Project is identified in an adopted plan (Comprehensive Plan, Master Plan, Community Redevelopment Area, Previous Ped /Bike Plan, etc.)	3	45
Evidence Based/Anecdotal Need		10
Project is located within .25 miles of a location with worn pathways by the side of the road and /or there are reports of people using a busy road to walk or ride a bicycle	3	30
Project is located between .25 and .5 miles of a location with worn pathways by the side of the road and /or there are reports of people using a busy road to walk or ride a bicycle	2	20
Project is located between .5 and 1 mile of a location with worn pathways by the side of the road and /or there are reports of people using a busy road to walk or ride a bicycle	1	10
Vehicle Access		10
Project is within .25 miles of a Census Block Group with a high rate of zero vehicle ownership	3	30
Project is between .25 and .5 miles of a Census Block Group with a high rate of zero vehicle ownership	2	20
Project is between .5 and 1 mile of a Census Block Group with a high rate of zero vehicle ownership	1	10
Total Potential Points		375

Table 5: Project Scoring Criteria

Pedestrian Bicycle Master Plan - Project Prioritization Criteria - Safety

Crashes 1/1/2013 - 12/31/2017

- Bicycle Crash
- Pedestrian Crash
- Submitted Projects
- TPO Boundary



SOURCE: Escambia County, Santa Rosa County, City of Pensacola, City of Milton, City of Orange Beach, FGDL, UF, WFRPC

Florida-Alabama
TPO
Transportation Planning Organization

PedBikePlan2018 11/26/2018

Figure 9: Project Map by Project Prioritization Criteria - Safety

Pedestrian Bicycle Master Plan - Project Prioritization Criteria - Connection and Proximity to Schools

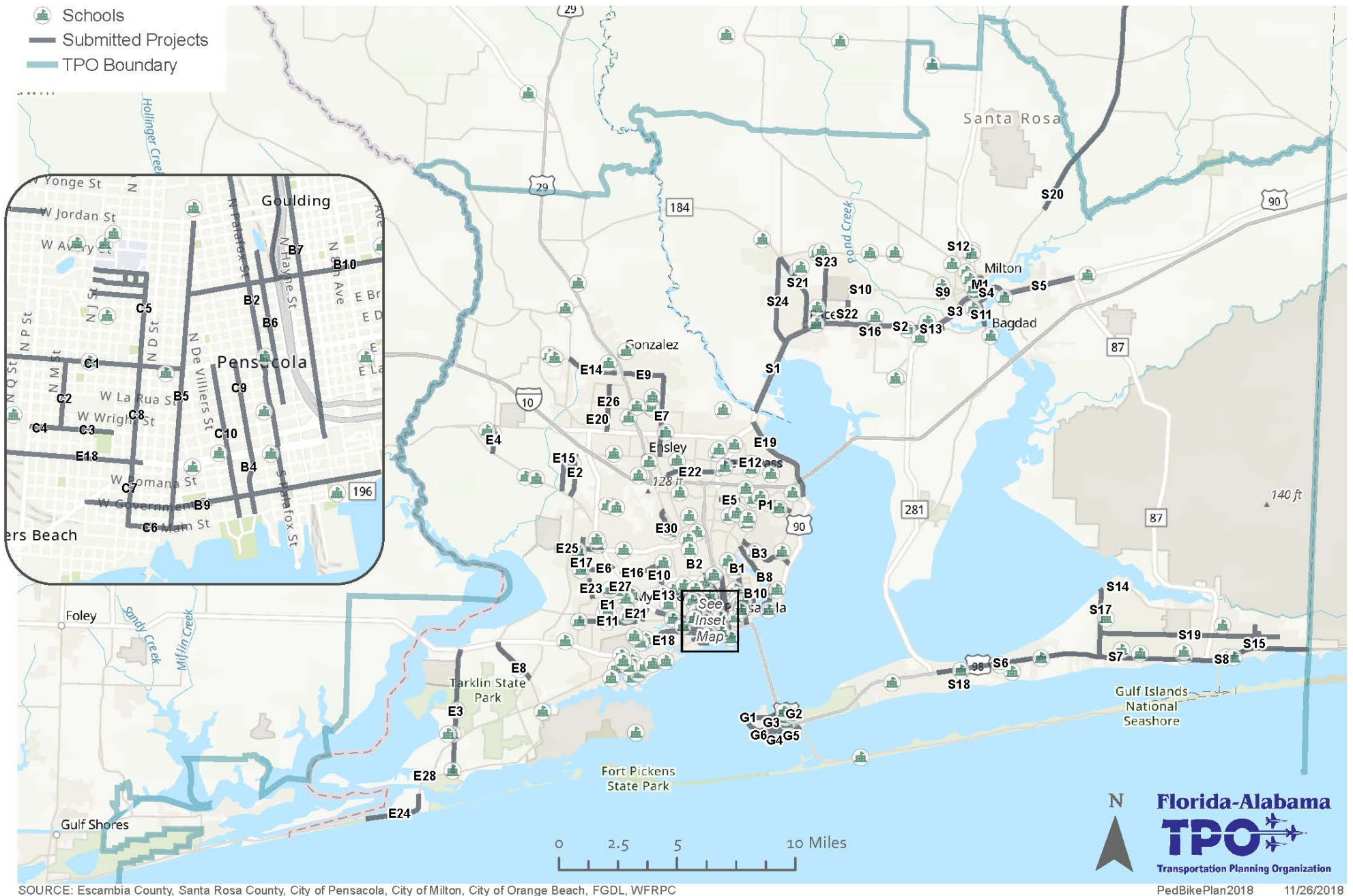


Figure 10: Project Map by Project Prioritization Criteria - Connection and Proximity to Schools

Pedestrian Bicycle Master Plan - Project Prioritization Criteria - Location Efficiency

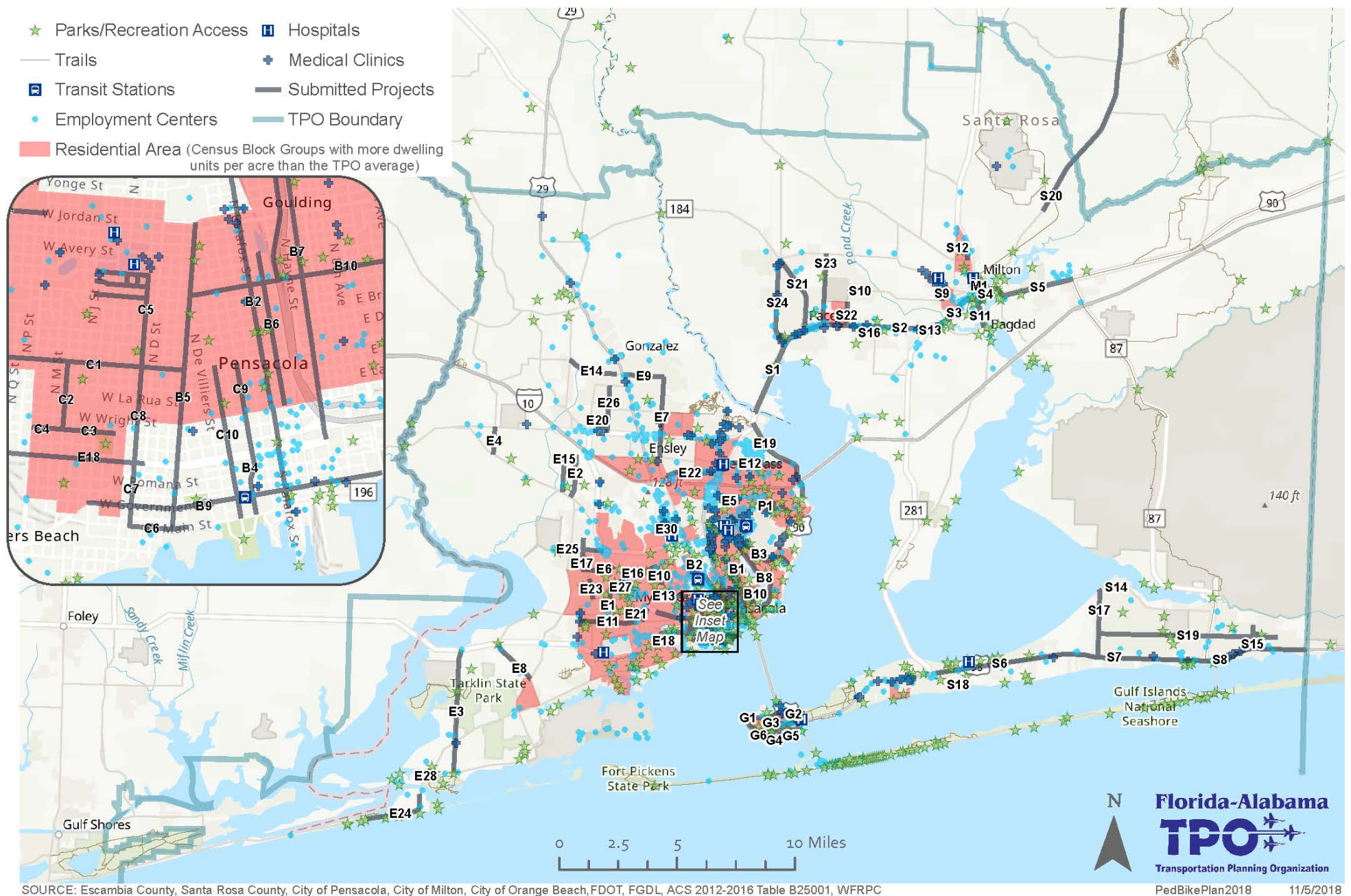


Figure 11: Project Map by Project Prioritization Criteria - Location Efficiency



Trends, Constraints, and Opportunities

Trends, Constraints, and Opportunities

Trends

In recent years, there has been a shift in transportation planning to encourage alternative modes of transportation particularly bicycling and walking. Besides the notable benefits bicycling and walking have on personal health and the environment, it also reduces congestion and promotes more efficient traffic flow. To help facilitate an increase in citizens walking and biking for leisure or to work, school, and other destinations, a multitude of programs and planning concepts exist and are described throughout this plan.

Constraints

The primary constraint is lack of funding for the number of projects proposed. However, there are creative funding opportunities explained in the next section. A second funding-related constraint is that many grants require a partial match by the local government applying for the grant. In many areas, particularly rural areas, this is difficult to accomplish. An additional constraint is automobile drivers' resistance to sharing the road with non-motorized transportation users. As previously discussed, this constraint can be mitigated through safety measures. Another important constraint to consider is the existing infrastructure that is in place. It is much more difficult to construct sidewalks and bike lanes once a road has already been established. Working through right-of-ways and other easements is a challenge.

Opportunities

It is vital that the TPO area includes pedestrian and bicycle facilities accessible to people of all ages and abilities. In the TPO area, it has been observed that there is a particular demand for more pedestrian facilities to help zero vehicle households reach their destinations.

Some citizens avoid bicycling or walking as a core means of transportation because of safety concerns. Improving safety will increase a sense of security for pedestrians and cyclists. Safety can be improved through multimodal safety education programs, sign installations, and designated infrastructure for pedestrians and cyclists. The TPO has an extensive existing network, which can be visualized using the network map found in the online appendix. One of the most heavily weight criteria in the plan's methodology is network continuity. The amount of existing infrastructure leaves significant opportunity for a vast, connected network throughout the TPO's jurisdiction.





Funding Opportunities

Funding Opportunities

Bicycle and pedestrian projects are broadly eligible for funding most major federal-aid highway, transit, safety, and other programs. Specific program requirements must be met, and eligibility must be determined on a case-by-case basis. For example: transit funds must provide access to transit; Congestion Mitigation Air Quality (CMAQ) must benefit air quality; Highway Safety Improvement Program (HSIP) projects must be consistent with the State Strategic Highway Safety Plan and address a highway safety problem; National Highway Performance Program (NHPP) must benefit the National Highway System (NHS) corridors; Recreation Trails Program (RTP) must benefit recreational facilities; the Federal Lands and Tribal Transportation Programs (FLTTP) must provide access to or within federal or tribal lands.

The Fixing America's Surface Transportation (FAST) Act was signed into law Dec. 4, 2015. The FAST Act reauthorizes the federal surface transportation programs for highways, highway safety, and transit. It replaces Moving Ahead for Progress in the 21st Century (MAP-21), its legislative predecessor. MAP-21 authorized the Transportation Alternatives Program (TAP), known today as Transportation Alternatives Set-Aside, which replaced the funding from pre-MAP-21 programs, including: Transportation Enhancement (TE) and Recreation Trails Program (RTP). The TPO requests annually that local governments submit bicycle and pedestrian projects for their Transportation Alternatives Set-Aside applications. Applicants for Transportation Alternatives projects must be Local Agency Program (LAP) certified, in the process of becoming LAP certified, or have a sponsor that is LAP certified. The Recreation Trails Program and Safe Routes to School Program projects are included in the Transportation Alternatives as set aside programs.

The TPO will monitor developments regarding the next surface transportation authorization bill to confirm continuations of many

of these programs and potential new funding sources for bicycle and pedestrian projects.

Federal-Aid Highway Programs

National Highway System (NHS): Funds may be used to construct bicycle transportation facilities and pedestrian walkways on land adjacent to any highway on the National Highway System, including interstate highways.

Surface Transportation Program (STP)

Funds may be used for the construction of bicycle transportation facilities and pedestrian walkways, as well as many other related facilities (bicycle parking, bike-transit interface, etc.). Other non-construction projects related to prudent bicycle use and walking such as maps, brochures, and public service announcements are eligible for STP funds. Modifications of public sidewalks to comply with the Americans with Disabilities Act are also covered.



Bridge Replacement and Rehabilitation Program (HBRRP)

Funds are available for pedestrian walkways and bicycle transportation facilities on highway bridges. If a highway bridge deck is replaced or rehabilitated, and bicycles are permitted at each end, then the bridge project must include safe bicycle accommodations (within reasonable cost).

Transportation Alternatives Set-Aside (TA Set-Aside)

The TA Set-Aside combines what were previously the Transportation Enhancement, Recreational Trails, and Safe Routes to Schools programs into one larger program. The TA Set-Aside provides funding for projects that further develop transportation infrastructure for non-auto modes of transportation, including on-and-off road pedestrian and bicycle facilities, bicycle/pedestrian connections to transit facilities, community improvement activities, environmental mitigation activities, Recreational Trail Program projects, Safe Routes to School projects, and various other projects.

The TPO is responsible for carrying out a continuing, cooperative, and comprehensive transportation planning process. The TPO approves the prioritization criteria and final ranking of all Transportation Alternatives Set-Aside projects, based on such factors as connectivity, safety, and destination intensity.

Recreational Trails Program (RTP)

Funds may be used for various kinds of trail projects. Examples of trail uses include hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles.

Congestion Mitigation and Air Quality Improvement (CMAQ)

CMAQ, established in 1991 and reauthorized by the FAST Act, is intended to realign the focus of transportation planning toward a more inclusive, environmentally-sensitive, and multimodal approach to addressing transportation problems.

Federal Lands Highway Program (FLHP)

Funds may be used to construct roads and trails within or adjacent to (or, in some cases, providing access to) federal lands. FLHP funds, which are discretionary, generally total \$550 million per year. Recreation interests often benefit from FLHP funds.

Federal Transit Program

Job Access and Reverse Commute Grants are available to support projects, including bicycle related services designed to transport welfare recipients and eligible low-income individuals to and from employment.

Title 49 USC allows the Urbanized Area Formula Grants, Capital Investment Grants and Loans, and Formula Program for Other Than Urbanized Area transit funds to be used for improving bicycle and pedestrian access to transit facilities and vehicles. Eligible activities include investments in “pedestrian and bicycle access to a mass transportation facility” that establishes or enhances coordination between mass transportation and other transportation.

Mobility Management is an eligible expense under most FTA grant programs. Mobility Management provides technical assistance, develops planning methods, and conducts outreach, research, demonstration, and project evaluations that assist local communities in improving regional transportation mobility.

Highway Safety Programs

Pedestrian and bicyclist safety remain priority areas for State and Community Highway Safety Grants funded by the Federal Section 402 formula grant program. A state is eligible for these grants by submitting a Performance Plan (establishing goals and performance measures for improving highway safety) and a Highway Safety Plan (describing activities to achieve those goals). Research, development, demonstrations, and training to improve highway safety (including bicycle and pedestrian safety) are carried out under the Highway Safety Research and Development (Section 403) Program.

Safe Routes to School Program (SRTS)

The FAST Act did not provide specific funding for SRTS, but SRTS projects are eligible for Transportation Alternative Set-Aside funds and for Surface Transportation Program (STP) funds. Transportation Alternatives provisions and requirements apply to projects using TA Set-Aside funds. The Safe Routes to School program is designed to enable and encourage children to walk and bicycle to school, and to “facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.” Safe Routes to School projects include on-street bicycle facilities, off-street bicycle facilities, and secure bicycle parking facilities. National Highway Performance Program (NHPP): NHPP provides support to major infrastructure projects included in the National Highway System (NHS). The NHS is comprised of the country’s major roads, including the Interstate System highways and bridges. NHPP supports funding for some of these major infrastructure projects, including pedestrian paths and bicycle routes that are a part of the NHS. The Safe Routes to School program can be divided into two parts: infrastructure and education. Infrastructure SRTS grants can help communities build pedestrian and bicyclist facilities in close

proximity to schools. The education SRTS grants help communities host pedestrian/bicycle safety programs such as bicycle rodeos and Walk or Bike to School Day.

Other Funding Sources

BUILD Discretionary Grants

The BUILD (Better Utilizing Investments to Leverage Development) discretionary grants are currently in their 8th round of funding. BUILD grants fund capital investments in surface transportation infrastructure and are awarded on a competitive basis to projects that have a significant impact on the nation, a region, or metropolitan area. The grant program focuses on capital projects that generate economic development and improve access to reliable, safe, and affordable transportation for disconnected both urban and rural, while emphasizing improved connection to employment, education, services, and other opportunities, workforce development, or community revitalization. Funds are available for projects in urban areas costing between \$10 million and \$200 million with a 20% local match requirement.



Land and Water Conservation Fund (LWCF) Grants

National Park Service Land and Water Conservation Fund (LWCF) Grants: This federal funding source was established in 1965 to provide “close-to-home” parks and recreation opportunities to residents throughout the United States. The funds come from the sale or lease of nonrenewable resources, primarily federal offshore oil and gas leases, and surplus federal land sales. LWCF grants can be used by communities to build a variety of parks and recreation facilities, including trails and greenways. LWCF funds are distributed by the National Park Service to the states annually. Communities must match LWCF grants with 50 percent of the local project costs through in-kind services or cash. All projects funded by LWCF grants must be used exclusively for recreation purposes, in perpetuity. Projects must be in accordance with each state’s Comprehensive Outdoor Recreation Plan.

Florida Division of Forestry (Urban and Community Forestry Grant Program)

As part of the federal government’s Urban and Community Forestry Matching Grant Program, funds will be available to organizations to develop or enhance their urban and community forestry programs. Awards are made as 50-50 matching grants (50 percent federal, 50 percent applicant) to local governments, educational institutions, Native American tribal governments, and legally organized non-profit (volunteer) organizations.

For more information: <http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/For-Communities/Urban-Forestry/Florida-Urban-andCommunity-Forestry-Grant-Program>

National Park Service

(Rivers, Trails, and Conservation Assistance Program)

The National Park Service Mission of the Rivers, Trails and Conservation Assistance program (RTCA) is to assist community-led natural resource conservation and outdoor recreation initiatives. RTCA staff provides guidance to communities so they can conserve waterways, preserve open space, and develop trails and greenways. Who may apply: The project applicant may be a state or local agency, tribe, non-profit organization, or citizens’ group. RTCA does not provide financial assistance to support project implementation. How to Apply: Download the application. Applicants should discuss their project with RTCA staff before applying for assistance. It can be helpful to schedule an advance field visit with staff to best understand how RTCA can be of assistance.

For more information: www.nps.gov/orgs/rtca/apply.htm

State Funding Sources (Florida)

Florida Department of Environmental Protection

The Florida Coastal Management Program is based on a network of agencies implementing 24 statutes that protect and enhance the state’s natural, cultural, and economic coastal resources. The goal of the program is to coordinate local, state and federal agency activities using existing laws to ensure that Florida’s coast is as valuable to future generations as it is today. Florida’s Department of Environmental Protection is responsible for directing the implementation of the state-wide coastal management program.

For more information: www.dep.state.fl.us/cmp

Highway Safety Grant through FDOT State Safety Office

Funding is available for programs in the following traffic safety priority areas: aging road users, community traffic safety outreach, distracted driving, impaired driving, motorcycle safety, occupant protection and child passenger safety, pedestrian and bicycle safety, police traffic services, public traffic safety professionals training, speed / aggressive driving, teen driver safety, traffic records, traffic records coordinating committee, and work zone safety. Florida municipalities are encouraged to seek bicycle and pedestrian project funding through FDOT's Highway Safety Grant.

Private Funding Sources

Private funding sources can be extremely beneficial to public projects. These funds can leverage federal and state dollars by providing necessary local match contributions creating what is known as public-private partnerships. They also build community involvement and buy in to the project. Private funding opportunities are constantly changing as businesses and organizations change and grow.

PeopleForBikes

"The PeopleForBikes Community Grant Program provides funding for important and influential projects that leverage federal funding and build momentum for bicycling in communities across the U.S." Most of the PeopleForBikes grants awarded to government agencies are for trail projects. The program encourages government agencies to team with a local bicycle advocacy group for the application. PeopleForBikes seeks to assist local organizations, agencies, and citizens in developing bicycle facilities projects that will be funded by MAP-21 or its subsequent programs. PeopleForBikes will accept applications for grants of up to \$10,000 each (with potential local

matches) and will consider successor grants for continuing projects. Grant applications are accepted twice per year.

For more information: www.peopleforbikes.org/pages/community-grants

AmeriCorps' National Civilian Community Corps (NCCC)

The AmeriCorps National Civilian Community Corps is a full-time residential program for men and women, ages 18-24, that strengthens communities while developing leaders through direct, team-based national and community service." Local governments can apply to host an NCCC team. One project that NCCC members work on is the building or improving of trails. Teams have cleared trees and brush, leveled trails to comply with federal guidelines on Americans with Disabilities Act (ADA) access, implemented erosion control techniques, and created and updated signs. These trails are located in rural, urban, and national parks from California to Maine, and are used by tens of thousands of Americans each year.

For more information: www.nationalservice.gov/programs/ameri-corps/ameri-corps-nccc

FishAmerica Foundation

Provides funding to public and private organizations for projects that enhance or conserve water and fisheries resources, including community efforts. In the last 18 years, the Foundation has provided over 900 grants totaling more than \$10.6 million to improve the fisheries resource in all 50 states and Canada. The Foundation grant system includes several changing grant categories, each with different application cycles and some of which can include greenways that enhance or conserve water resources.

For more information: www.fishamerica.org/grants

American Hiking Society National Trails Fund

The American Hiking Society's National Trails Fund is the only privately funded national grants program dedicated solely to hiking trails. National Trails Fund grants have been used for land acquisition, constituency building campaigns and traditional trail work projects. Since the late 1990s, the American Hiking Society has granted over \$679,000 to organizations across the US.

For more information: www.americanhiking.org/national-trailsfund/

American ReLeaf

The American ReLeaf program is American Forests' education and action program that aids individuals, organizations, agencies, and corporations improve the local and global environment by planting and caring for trees. The program provides funding for planting tree seedlings on public lands, including trailsides. Emphasis is placed on diversifying species, regenerating the optimal ecosystem for the site and implementing the best forest management practices. This grant is for planting tree seedlings on public lands, including along trail rights-of-way to enhance trails.

For more information: www.americanforests.org/discover-american-forests/ourwork/

Conservation Alliance

The Conservation Alliance is a group of outdoor businesses that supports efforts to protect specific wild places for their habitat and recreation values. Before applying for funding, an organization must first be nominated by a member company. Members nominate organizations by completing and submitting a nomination form. Each nominated organization is then sent a request for proposal (RFP) instructing them how to submit a full request. Proposals from organizations that are not first nominated will not be accepted. The Conservation Alliance conducts two funding cycles annually.

Grant requests should not exceed \$50,000 annually.

Deadlines for those cycles are:

Summer Cycle:

- Nominations due May 1
- Proposals due June 1
- Grants announced early October

Winter Cycle:

- Nominations due November 1
- Proposals due December 1
- Grants announced early April

For more information: www.conservationalliance.com

The Robert Wood Johnson Foundation

The Robert Wood Johnson Foundation seeks to improve the health and health care of all Americans. One of the primary goals of the Foundation is to "promote healthy communities and lifestyles." Calls for grant proposals are issued as developed, and multiple communities nationwide have received grants related to promotion of trails and other non-motorized facilities.

For more information: www.rwjf.org/grants

Gannett Foundation

The Gannett Foundation is a corporate foundation sponsored by Gannett Co., Inc. Through its Community Grant Program, Gannett Foundation supports non-profit activities in the communities in which Gannett does business. Through its other programs, the Foundation invests in the future of the media industry, encourages employee giving, reacts to natural and other disasters, and contributes to a variety of charitable causes.

For more information: www.gannettfoundation.org

The Walmart Foundation's State Giving Program

The Walmart Foundation's State Giving Program plays an essential role in the Foundation's mission to create opportunities, so people can live better. The Program provides grants to 501(c)(3) organizations, ranging from \$25,000 to \$200,000. The Community Engagement Giving grant cycles funding for programs focused on the unmet needs of underserved low-income populations, can apply in cycle 3 only. Examples of programs in Community Engagement Giving: education, health care access, and other human services programs.

For more information: foundation.walmart.com/apply-for-grants/state-giving

The Alliance for Biking and Walking

The Alliance for Biking and Walking creates, strengthens, and unites state and local bicycling and walking advocacy organizations. The Alliance along with Advocacy Advance (partnership with League of American Cyclists) offer Rapid Response Grants to advocacy organizations. Rapid Response Grants enable state and local bicycle and pedestrian advocacy organizations to win, increase, and preserve public funding in their communities. The Advocacy Advance team provides necessary resources, technical assistance, coaching, and training to supplement the grants.

Local Funding Sources

It is important to mention that while grants and private funding is available, in most cases, the county must have adequate staffing levels and matching funds or the ability to match with in kind services. Sometimes, grants cannot be leveraged due to limits associated with staffing the actual projects or providing a cash or in-kind services match. Currently, Santa Rosa County utilizes six

cents per gallon, which is half of its available 12 cents per gallon local option gas tax. This gas tax helps fund local roadway projects throughout the county. A newly approve, local option sales tax is also used to fund infrastructure projects. Increases in either of these local option taxes would have to be approved by the residents of the county by vote. Santa Rosa County is eligible for FDOT's Small County Outreach Program based on the 2010 Census population. This program only requires a 25 percent local match. Impact fees are another source of revenue for transportation projects. Impact fees are paid by developers to add sidewalks and capacity improvements required because of new development to an area. However, the county has suspended impact fees since 2009.



Some local governments have implemented a “payment in lieu of sidewalk” requirement where developers that are required by code to construct sidewalks can make a payment for future sidewalk construction. The Land Development Code, in these communities basically allows for developers to pay a fee in lieu of building sidewalks when projects meet certain criteria. When this occurs, the monies paid are set aside in a fund for future sidewalk construction in that neighborhood or planning area. In these communities, sidewalk construction is often prioritized by the sidewalk or a bicycle-pedestrian master plan that is linked to the Capital Improvements Program and well-vetted through a public process. This enables developer contribution in a manner that targets fast growing planning areas. This also enables consistency with a prioritization or master planning program by not necessarily requiring the sidewalks to be built in the proposed development.

Another option to finance infrastructure improvements is to develop a Community Redevelopment Agency (CRA). CRAs are designated by a local county or city and directed by a board created by the city or county. A Community Redevelopment Plan then can be created to draft a plan of action to implement projects that are needed.



Additional Potential Funding Resources

National Highway Traffic Safety Administration (NHTSA)

- Transportation, Community, and System Preservation Program (TCSP)
- Transportation Enhancement (TE)
- Transportation Equity Act (TEA)
- Transportation Infrastructure Financing and Innovation Act (TIFIA)
- Federal Lands and Tribal Transportation Programs (FLTTP)
- Hazard Elimination Program (HEP)
- Highway Safety Improvement Program (HSIP)





Development of Plan and Section Improvements

Development of Plan and Section Improvements

Locations and Types of Facilities

The summary table on the following page contains the 25 highest ranking projects submitted during the first and second call for projects. The complete list of all 81 projects and their corresponding proposal forms may be located in the separate appendix for this document.

“Type” Key: R = Restriping, S = Sidewalk, MUP = Multi-Use Path, C/II = Crosswalk/Intersection Improvement, P/BTS = Pedestrian/Bicycle Traffic Signal, TCD/T = Traffic Calming Device/Technique, DS = Directional Signage, O = Other



Rank	Name	Type	Submitted By	Safety	School	Network	Location	Cost	Project Coordination	Evidence	Vehicle	TOTAL
1	West Moreno	S, C/II	City of Pensacola CRA	40	60	60	45	45	45	30	30	355
2	West Cervantes St Corridor Improvements	R, S, MUP, C/II, P/B TS, TCD/T	City of Pensacola CRA	60	60	60	45	15	45	30	30	345
3	W. Cervantes to Downtown Pensacola Connection via North “E” St (North)	R, S, MUP, C/II	City of Pensacola CRA	40	60	60	45	30	45	30	30	340
4	Connectivity from West Cervantes to Legion Field Park via North “L” Street	S, C/II	City of Pensacola CRA	20	60	60	45	45	45	30	30	335
5	Connectivity to Global Learning via Gregory St	S, MUP, C/II	City of Pensacola CRA	20	60	60	45	45	45	30	30	335
6	North Spring Street Improvements	R, S, C/II	City of Pensacola CRA	20	60	60	45	45	45	30	30	335
7	North Reus Street Improvements	S, C/II	City of Pensacola CRA	20	60	60	45	45	45	30	30	335
8	Palafox St - Road Diet/Rebalance	R, TCD/T, DS, O	City of Pensacola BAC	60	60	60	45	45	0	30	30	330
9	Jackson Street Sidewalks	S	Escambia County	40	60	60	45	15	45	30	30	325
10	US 90 - Escambia County Line to Bell Lane	S, O	Santa Rosa County	40	60	60	45	15	45	30	30	325
11	US 90 - Bell Lane to Glover Lane	S, O	Santa Rosa County	40	60	60	45	15	45	30	30	325
12	US 98 - Portside Drive to Bergren Road	S, O	Santa Rosa County	40	60	60	45	15	45	30	30	325
13	Navy Boulevard Bicycle Lanes	R	Escambia County	40	60	60	45	15	45	30	30	325
14	Connectivity to Legion Field Park via Gregory St	S, MUP, C/II	City of Pensacola CRA	20	40	60	45	45	45	30	30	315
15	Connectvity to North “E” St via Main St	S, MUP, C/II	City of Pensacola CRA	20	40	60	45	45	45	30	30	315
16	W. Cervantes to Downtown Pensacola Connection via North “E” St (South)	R, S, MUP, C/II	City of Pensacola CRA	20	40	60	45	45	45	30	30	315
17	“A” Street - Roadway Rebalance	R, C/II	City of Pensacola BAC	40	60	60	45	45	0	30	30	310
18	Blount St Roadway Rebalance	R, O	City of Pensacola BAC	40	60	60	45	45	0	30	30	310
19	Chemstrand Road Sidewalks	S	Escambia County	20	60	60	45	15	45	30	30	305
20	Johnson Avenue Sidewalks	S	Escambia County	20	60	60	45	15	45	30	30	305
21	Jordan Street Sidewalks	S	Escambia County	20	60	60	45	15	45	30	30	305
22	Olive Road West Sidewalks	S	Escambia County	40	40	60	45	15	45	30	30	305
23	McClure and Andrew Jackson Sidewalk	S	City of Gulf Breeze	20	60	60	45	45	45	30	0	305
24	Soundview Trail Walking Path	S	City of Gulf Breeze	20	60	60	45	45	45	30	0	305
25	Milton Multimodal Connector	S, MUP	City of Milton	20	60	60	45	15	45	30	30	305

Table 7: 25 Highest Ranked Projects Submitted

There was little variability among the school, network, location, evidence, and zero vehicle criteria. Most of the project proposals remain consistent with each other on these five components of the methodology. The variability is mostly evident in the safety and cost categories. The primary reason behind the vastly differing cost scores is that a significant portion of municipalities opted to not submit an estimated cost for their project proposals. Projects submitted without a cost were automatically given a weighted score of 15, which is the minimum score any project could receive for cost; a score of 15 covers all projects costing greater than \$700,000 (See Table 5 on page 38).

This plan features an emphasis on pedestrians due to the area's demand for pedestrian infrastructure benefiting households with limited access to motorized transportation options. Out of the 25 top ranked proposals, only 3 did not request sidewalk improvements, and 10 proposals requested crosswalk improvements.

The ranking reflects that each of the five municipalities to submit proposals has at least one project ranking in the top 25, and none of the top projects received a score less than 305 out of 375.



Strategies for Improving Safety

There are numerous avenues that can be utilized to improve safety in the Florida-Alabama TPO area. Designating alternative bike routes on parallel facilities is one suggestion (See East Cervantes CMP). Programs such as Safe Routes to School offer educational opportunities for children to learn about safe pedestrian and bicycle practices. Currently, the TPO is an active participant in back to school community events. These events have been providing excellent opportunities to educate children and adults on safe pedestrian and bicycle practices.

Improving street signs can remind motorized vehicles to share the road with bicyclists and stay alert for pedestrians. Examples of signs that can aid pedestrian and bicycle visibility:

- Flashing crosswalk signs
- Flashing speed limit signs
- Sharrows
- "Share the Road" signs
- Crosswalk barricades with stop / yield sign

Examples of infrastructure that aids pedestrian and bicycle safety:

- Pedestrian islands
- Protected bike lanes
- Striped bike lanes
- Crosswalks
- Pedestrian bridges

Adopting a pedestrian and bicycle safety plan, similar to the one prepared by the Florida Department of Transportation, could be an excellent resource for safe multimodal practices and design. The U.S. Department of Transportation's Federal Highway Administration also has a Pedestrian Safety Strategic Plan.

System for Maintenance and Management of Current/Future Facilities

Ensuring the adequate maintenance of current and future facilities relies on effective communication between citizens and municipalities. Citizens are encouraged to report maintenance concerns to their municipalities, and municipalities are encouraged to take an active role in properly maintaining facilities to create a positive travel experience for pedestrians and cyclists.

Some routine maintenance checks could include*:

- Determine which agencies are responsible for which maintenance projects. Conduct “bike safe” and “walk safe” evaluations utilizing ArcGIS Collector to record the traveler’s experience with surface roadway conditions, clarity of signage and road striping, and cleanliness of the pathway (i.e., check for path blockages).
- Utilize online tools to allow travelers to stay informed on construction and report on their user experiences.
- Develop a thorough record keeping system of maintenance requests.
- Maintain a record of maintenance activities and cost.
- Track the Level of Service.

*The 2005 Pedestrian/Bicycle Master Plan drafted by HDR was used as a reference for these guidelines.



Design and Safety Standards

Adopting a uniform set of standards and corresponding policies is one action to consider. The standards should support intelligent design with an emphasis on safety. Coordinating with FDOT and ALDOT is a critical component to achieve technical accuracy in writing a set of standards for projects.

Some core guidelines could be*:

- Design pathways and roadways for users of all abilities.
- Develop a cohesive travel network.
- Abide by the Complete Streets concept, promoting the multimodal capabilities of streets.
- Design sidewalks and bike lanes should be a width that allows the user to feel both safe and comfortable.
- Create safe intersections through the installation of signals, signage, painted stripes, brick pavers, and appropriate curb cuts.
- Reduce speed on high pedestrian traffic areas.
- Decrease lane width to encourage a natural slow in vehicle speed.
- Implement road diets to reduce travel speed and install the necessary bike lanes or sidewalks.
- Maintain street lighting to ensure safety and visibility of pedestrians and cyclists.
- Encourage traffic flow with roundabouts.
- Build pedestrian islands and wide medians to provide pedestrians with a reprieve from fast-moving vehicles.
- Foster a sense of public space to encourage citizens to walk more frequently.

*The 2005 Pedestrian/Bicycle Master Plan drafted by HDR was used as a reference for these guidelines.

Proposed Policies for Realization of Goals and Objectives*

Goal 1: Education

Educate users of all transportation modes on Complete Streets concepts and pedestrian and bicycle safety, rights and responsibilities.

Objectives:

1.1 Conduct outreach focusing on safe walking, bicycling and driving conduct with a specific focus on traffic laws.

Policy 1.1.1 The TPO will produce and distribute educational materials regarding pedestrian and bicycle safety.

1.2 Organize workshops with state transportation agencies and local government planning and engineering departments focusing on Complete Streets concepts.

Policy 1.2.1 The TPO will host Complete Street workshops and charrettes in conjunction with transportation agencies and local governments.

1.3 Partner with public and private schools to conduct pedestrian and bicycle safety training activities such as Safe Routes to School.

Policy 1.3.1 The TPO will continue to support safety outreach programs.

Goal 2: Engineering

Develop a continuous, connected and accessible pedestrian and bicycle network that affords safe, enjoyable, and comfortable accommodations for users of all ages and abilities to move between places and destinations.

Objectives:

2.1 Reduce conflicts between vehicles, pedestrians and bicyclists by implementing a wide range of context-appropriate facility improvements.

Policy 2.1.1 All new roadways should include a pedestrian and bicyclist provisions.

Policy 2.1.2 The TPO shall support lighting improvements and high visibility crosswalks to ensure safety.

2.2 Increase the quality and quantity of facility connections between existing multi-modal facilities and other generators of walking and bicycling activity (these areas are identified and the project prioritization section).

Policy 2.2.1 All updates to intersections and roadways will consider how the infrastructure will benefit and increase walking and bicycling activity.

Policy 2.2.2 All future resurfacing projects in urban areas shall fill the pedestrian and bicycle network gaps.



Goal 3: Enforcement

Partner with local law enforcement and first responders to provide adequate enforcement programs.

Objectives:

3.1 Partner with local law enforcement to ensure traffic laws are enforced among bicyclists and motorists.

Policy 3.1.1 The TPO will work with the Community Traffic Safety Team (CTST) and other agencies to offer pedestrian and bicycle safety training to law enforcement professionals.

Policy 3.1.2 The TPO upholds the enforcement of all laws and regulations pertaining to all transportation users to ensure a safe transportation network for all users.

Goal 4: Equity

Develop a well-connected pedestrian and bicycle network that accommodates users of all ages and abilities, including those with disabilities, those who cannot drive and those without access to a vehicle.

Objectives:

4.1 Maintain public involvement to continuously evaluate areas in need.

Policy 4.1.1 The TPO will reference the Title VI plan and evaluate U.S. Census data during each biennial review to ensure areas in need are still being represented in the proposed projects.

4.2 Increase access to amenities and bike/pedestrian facilities.

Policy 4.2.1 The TPO shall routinely collect public comment from transportation users of all abilities to ensure every user has an opportunity to voice concerns and ideas regarding all projects.

Policy 4.2.2 The TPO will assist with monitoring ADA compliance in upcoming transportation projects.

Goal 5: Encouragement

Enhance the livability of the Florida-Alabama TPO area through encouragement of bicycling and/or walking for short trips.

Objectives:

5.1 Promote organized walking and bicycling events such as Ciclovía.

Policy 5.1.1 The TPO shall maintain a positive attitude toward all pedestrian and bicycle projects and will continue participating in walking and bicycling events.

5.2 Work with local jurisdictions and the League of American Bicyclists to obtain Bicycle Friendly Community certification.

Policy 5.2.1 The TPO will continue attending Bicycle Advisory Committee (BAC) meetings to

5.3 Make pedestrian and bicycle facility maps available to the public by dispersing printed maps and implementing wayfinding signage.

Policy 5.3.1 The TPO will upload all maps relevant to this plan to the WFRPC website for public viewing.

Policy 5.3.2 The TPO will offer paper maps at all pedestrian and bicycle workshops.

*The 2005 Pedestrian/Bicycle Master Plan drafted by HDR was used as a reference for these policies.



Strategies for Monitoring/Evaluating Plan Success

Following the adoption of the 2018 Florida-Alabama Transportation Planning Organization Pedestrian Bicycle Master Plan, the projects prioritized in the plan will be incorporated into the following planning phases, listed in chronological order:

- Long Range Transportation Plan (LRTP)
- Project Priorities
- Florida Department of Transportation Work Program

Biennial public meetings with the pedestrian/bicycle advocacy working group and TPO are recommended to ensure the plan maintains relevant projects and up-to-date information on issues and trends in pedestrian/bicycle planning. The prioritized projects will be re-evaluated by the municipalities which submitted them. Projects that have been given designated funding will be removed from the plan. The prioritization methodology will also be reviewed during the biennial meetings to ensure it meets the needs of the TPO's distinct municipalities. Reviewing pedestrian/bicyclist crash data biennially is another strategy for monitoring the plan's success.



Conclusion

Enhancement of quality of life, reduction of CO₂ emissions, and improvements in traffic congestion, are just three examples of the many benefits walking and bicycling can have on a community. Adequate sidewalk and bicycle facilities are increasingly becoming livability metrics for communities. The projects detailed in this plan will provide the aforementioned benefits and improve the overall livability of the Florida-Alabama Transportation Planning Organization's region.

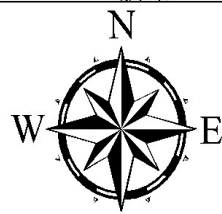
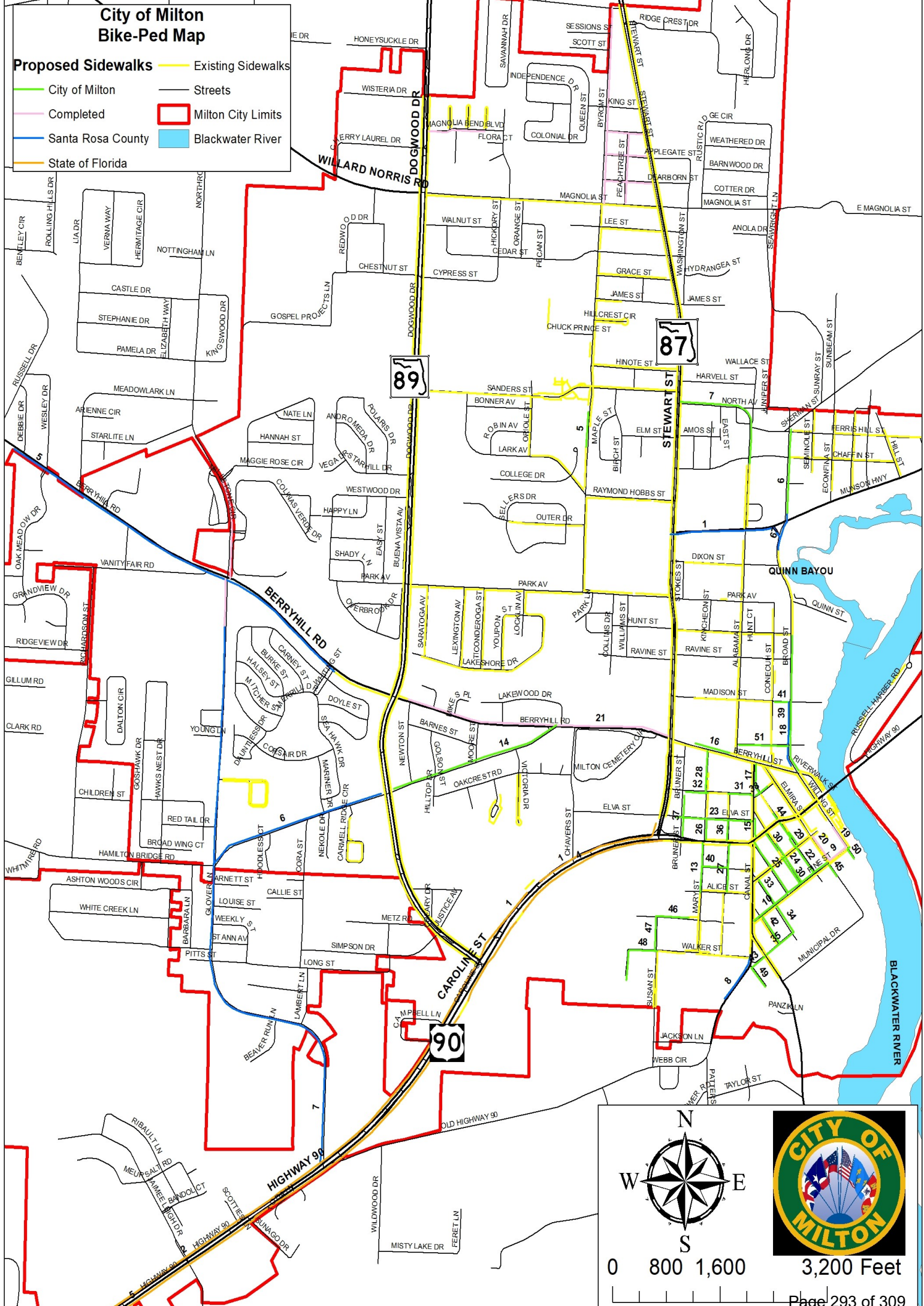
The purpose of this plan is to offer multi modal transportation strategies that seamlessly integrate bicyclists and pedestrians into the transportation network. The Complete Streets program aims to achieve this goal. A network of complete streets provides bicyclists and pedestrians a safe environment to coexist with motorized vehicles. This plan offers a prioritization of local projects which will enhance the safety of the transportation network and increase the number of complete streets.



City of Milton Bike-Ped Map

Proposed Sidewalks

- City of Milton
- Completed
- Santa Rosa County
- State of Florida
- Existing Sidewalks
- Streets
- Milton City Limits
- Blackwater River



0 800 1,600 3,200 Feet



**CITY OF MILTON
SIDEWALK PRIORITY**

Rank	Length	Priority Notes	Projected \$	St. Name	From - To	
1	398.74	Connects to Main Thoroughfare, Proximity to Population Center	\$5,981.10	King	Stewart, Byrom	Complete
2	1376.14	Connects to Existing Sidewalk, Proximity to Population Center	\$20,642.06	Byrom	Magnolia, King	Complete
3	1212.41	Proximity to Population Center, Connects to Main Thoroughfare	\$18,186.20	Byrom	King, Rosasco	Complete
4	2895.60	Connects Two Main Thoroughfares	\$43,434.02	Rosasco	Stewart, Dogwood	Complete
5	474.11	Connects Existing Sidewalk, Proximity to Public Destination	\$7,111.58	Byrom	Lark, Sanders	
6	1156.61	Connects to Main Arterial Rd, Proximity to Public Destination and Population Center	\$17,349.08	Okaloosa	Munson, Ferris	
7	1741.16	Connect to Main Thoroughfare and Public Library/Trail	\$26,117.43	North/Alabama	Chaffin, Stewart	
8	386.60	Proximity to Public Destination Areas	\$5,799.02	Willing, E		
9	306.68	No Proximity, No Connection	\$4,600.23	Pine, N	Willing, Elmira	Complete
10	1349.39	Connects to Main Arterial Rd, Proximity to Public Destination Areas	\$20,240.78	Pine, N	Elmira, Canal	
11	1416.65	Connects to Main Arterial Rd	\$21,249.72	Pine, S	Elmira, Canal	Complete
12	303.96	No Proximity, No Connection	\$4,559.43	Pine, S	Willing, Elmira	
TOTAL			\$195,270.62			

Rank	Length	Priority Notes	Projected \$	St. Name	From - To	
13	677.14	Connects Existing Sidewalk Grid, Proximity to Public Destinations, Connects to Main Thoroughfare	\$10,157.15	Mary	Alice, Caroline	
14	2588.50	Connects to Main Arterial and Main Thoroughfare, Proximity to Population Centers	\$38,827.53	Hamilton Bridge	Berryhill, Dogwood	
15	246.76	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare and Public Destination Areas	\$3,701.45	Canal	Caroline, Elva	
16	526.25	Connects to Existing Sidewalk, On a Main Arterial Rd.	\$7,893.74	Berryhill	Alabama, Stewart	
17	416.12	Connects Existing Sidewalk Grid, Proximity to Main Arterial Rd	\$6,241.80	Santa Rosa/Canal	Yew, Berryhill	
18	960.67	Connects to Existing Sidewalk	\$14,410.07	Broad, E	Berryhill, Madison	
19	337.35	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas	\$5,060.22	Willing	Pine, Caroline	Complete
20	417.42	Extends Existing Sidewalk, Proximity to Public Destination Areas and Parking	\$6,261.26	Elmira	Pine, Oak	Complete
21	3937.75	Connects to Two Main Thoroughfares, On a Main Arterial Rd	\$59,066.19	Berryhill	Stewart, Dogwood	Complete
22	876.72	Connects Existing Sidewalk Grid, Proximity to Public Destination Area	\$13,150.80	Santa Rosa	Pine, Caroline	
23	1130.23	Connects Existing Sidewalk Grid, Proximity to Recreation/Trail and Public Destination Areas	\$16,953.42	Elva	Canal, Bruner	
24	647.74	Connects Existing Sidewalk Grid	\$9,716.10	Escambia, E	Pine, Caroline	
25	849.14	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare	\$12,737.13	Pike	Pine, Caroline	
26	281.61	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas	\$4,224.11	Mary	Caroline, Elva	
27	684.53	Connects Existing Sidewalk Grid, Proximity to Public Destination, Connects to Main Thoroughfare	\$10,267.95	MLK Jr Dr.	Alice, Caroline	
28	570.32	Connects to Existing Sidewalk Grid, Proximity to Population Center	\$8,554.85	Mary	Margaret, Berryhill	
29	373.25	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas and Main Thoroughfare	\$5,598.75	Santa Rosa	Oak, Caroline	

**CITY OF MILTON
SIDEWALK PRIORITY**

30	844.10	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare and Public Destination Areas	\$12,661.49	Escambia, W	Pine, Caroline
31	359.69	Connects Existing Sidewalk Grid	\$5,395.35	Margaret	Canal, MLK
32	332.52	Connects to Existing Sidewalk Grid, Proximity to Recreation/Trail	\$4,987.73	Margaret	Mary, Bruner
33	406.69	Extends Existing Sidewalk	\$6,100.35	Walton	Pine, Oak
34	438.76	No Proximity, No Connection	\$6,581.34	Walton	Baldwin, Pine
35	501.44	No Proximity, No Connection	\$7,521.62	Baldwin	Walton, Henry
36	280.75	Connects Existing Sidewalk Grid, Proximity to Public Desination Areas	\$4,211.28	MLK	Caroline, Elva
37	557.14	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas and Commercial Center	\$8,357.03	Bruner	Caroline, Margaret
38	318.79	Connects Existing Sidewalk Grid	\$4,781.84	Yew	Elmira, Canal
39	880.89	Connects to Existing Sidewalk	\$13,213.37	Broad, W	Berryhill, Madison
40	389.37	Proximity to Public Destination Areas	\$5,840.55	Ann	MLK, Mary
41	213.83	Connects to Existing Sidewalk	\$3,207.39	Madison	Broad, Conecuh
42	447.77	No Proximity, No Connection	\$6,716.61	Combs	Pine, Baldwin
43	252.71	Connects to Main Arterial Rd.	\$3,790.61	Baldwin	Baldwin, Filmore
44	91.62	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare and Public Destination Areas	\$1,374.33	Santa Rosa	Caroline, Yew
45	202.48	No Proximity, No Connection	\$3,037.25	Elmira	Pine, Municipal
46	484.48	Extends Existing Sidewalk	\$7,267.23	Jasmine	Mary, Susan
47	514.09	No Proximity, No Connection	\$7,711.40	Susan	Walker, Jasmine
48	799.97	No Proximity, No Connection	\$11,999.54	Walker	
49	323.01	No Proximity, No Connection	\$4,845.15	Filmore	
50	161.98	No Proximity, No Connection	\$2,429.72	Willing, W	
51	731.64	Proximity to Population Center, Connects Existing Sidewalk Grid	\$10,974.63	Monroe	Broad, Alabama
GRAND TOTAL			\$571,098.86		

CITY OF MILTON
SIDEWALK PRIORITY

Rank	Length	Priority Notes	Projected \$	St. Name	From - To
1	1654.91	Proximity to Public Destination Areas and Recreation/Trail, Connects Existing Sidewalk	\$24,823.62	Munson	Stewart, Okaloosa
2	580.71	Connects to Main Arterial Rd, Extends Existing Sidewalk, Proximity to Recreation/Trail	\$8,710.62	Broad	Dixon, Munson
3	5694.99	On Main Arterial Rd, Proximity to Population Centers and Public Destinations	\$85,424.88	Berryhill	Whiting, Russel
4	2709.01	Connects to Main Arterial and Main Thoroughfare, Proximity to Population Center	\$40,635.21	Hamilton Bridge	Glover, Dogwood
5	10547.34	Connects to Main Thoroughfare, Proximity to Population Centers, Public Destination Areas	\$158,210.03	Glover	HWY 90, Collins Mill Creek
TOTAL			\$317,804.36		

Rank	Length	Priority Notes	Projected \$	St. Name	From - To
8	725.58	Extends Existing Sidewalk, On Main Arterial Rd.	\$10,883.72	Canal	Jackson, Walker
GRAND TOTAL			\$328,688.07		

**CITY OF MILTON
SIDEWALK PRIORITY**

Rank	Length	Type	Maintained By	Priority Notes	Projected \$	St. Name	From - To
1	3426.72	New Sidewalk	State of Florida	Main Thoroughfare, Connects to Existing Sidewalk	\$51,400.82	Caroline, N	Stewart, Dogwood
2	8805.62	New Sidewalk	State of Florida	On a Main Thoroughfare, Connects Existing Sidewalk	\$132,084.30	Caroline, N	Dogwood, Worley
3	1302.67	New Sidewalk	State of Florida	On a Mainn Thoroughfare, Connects Existing Sidewalk	\$19,540.08	Caroline, S	At Dogwood
4	2360.04	New Sidewalk	State of Florida	Main Thoroughfare, Connects to Existing Sidewalk	\$35,400.59	Caroline, S	Stewart, Dogwood
5	7156.63	New Sidewalk	State of Florida	On a Main Thoroughfare, Connects Existing Sidewalk	\$107,349.41	Caroline, S	Dogwood, Bagdad HWY
6	621.37	New Sidewalk	State of Florida	On a Main Thoroughfare, Connects Existing Sidewalk	\$9,320.48	Caroline, S	Bagdad HWY, Avalon
TOTAL					\$355,095.66		

**CITY OF MILTON
SIDEWALK PRIORITY**

Id #	Length	Type	Maintained By	Priority	Priority Notes	Projected \$
20	417.42	New Sidewalk	City of Milton	High	Extends Existing Sidewalk, Proximity to Public Destination Areas and Parking	\$6,261.26
19	337.35	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas	\$5,060.22
8	386.60	New Sidewalk	City of Milton	Moderate	Proximity to Public Destination Areas	\$5,799.02
50	161.98	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$2,429.72
12	303.96	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$4,559.43
9	306.68	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$4,600.23
2	1376.14	New Sidewalk	City of Milton	Moderate	Connects to Existing Sidewalk, Proximity to Population Center	\$20,642.06
1	398.74	New Sidewalk	City of Milton	Moderate	Connects to Main Thoroughfare, Proximity to Population Center	\$5,981.10
3	1212.41	New Sidewalk	City of Milton	Moderate	Proximity to Population Center, Connects to Main Thoroughfare	\$18,186.20
4	2895.60	New Sidewalk	City of Milton	Moderate	Connects Two Main Thoroughfares	\$43,434.02
10	1349.39	New Sidewalk	City of Milton	Moderate	Connects to Main Arterial Rd, Proximity to Public Destination Areas	\$20,240.78
41	213.83	New Sidewalk	City of Milton	Low	Connects to Existing Sidewalk	\$3,207.39
39	880.89	New Sidewalk	Santa Rosa County	Low	Connects to Existing Sidewalk	\$13,213.37
18	960.67	Proposed Riverwalk	City of Milton	Low	Connects to Existing Sidewalk	\$14,410.07
51	731.64	New Sidewalk	City of Milton	Moderate	Proximity to Population Center, Connects Existing Sidewalk Grid	\$10,974.63
16	526.25	New Sidewalk	City of Milton	High	Connects to Existing Sidewalk, On a Main Arterial Rd.	\$7,893.74
28	570.32	New Sidewalk	City of Milton	Moderate	Connects to Existing Sidewalk Grid, Proximity to Population Center	\$8,554.85
32	332.52	New Sidewalk	City of Milton	Moderate	Connects to Existing Sidewalk Grid, Proximity to Recreation/Trail	\$4,987.73
31	359.69	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid	\$5,395.35
17	416.12	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Main Arterial Rd	\$6,241.80
38	318.79	New Sidewalk	City of Milton	Low	Connects Existing Sidewalk Grid	\$4,781.84
15	246.76	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare and Public Destination Areas	\$3,701.45
44	91.62	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare and Public Destination Areas	\$1,374.33
23	1130.23	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Recreation/Trail and Public Destination Areas	\$16,953.42
37	557.14	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas and Commercial Center	\$8,357.03
26	281.61	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas	\$4,224.11
36	280.75	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas	\$4,211.28
3	633.02	New Sidewalk	Santa Rosa County	Moderate	Extends Existing Sidewalk, Connects to Main Arterial Rd	\$9,495.30

**CITY OF MILTON
SIDEWALK PRIORITY**

2	666.63	New Sidewalk	Santa Rosa County	Moderate	Extends Existing Sidewalk, Connects to Main Arterial Rd	\$9,999.47
35	501.44	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$7,521.62
34	438.76	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$6,581.34
42	447.77	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$6,716.61
11	1416.65	New Sidewalk	City of Milton	Moderate	Connects to Main Arterial Rd	\$21,249.72
45	202.48	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$3,037.25
22	876.72	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destination Area	\$13,150.80
29	373.25	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destination Areas and Main Thoroughfare	\$5,598.75
30	844.10	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare and Public Destination Areas	\$12,661.49
24	647.74	New Sidewalk	City of Milton	Low	Connects Existing Sidewalk Grid	\$9,716.10
25	849.14	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Main Thoroughfare	\$12,737.13
33	406.69	New Sidewalk	City of Milton	Low	Extends Existing Sidewalk	\$6,100.35
27	684.53	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destination, Connects to Main Thoroughfare	\$10,267.95
40	389.37	New Sidewalk	City of Milton	Low	Proximity to Public Destination Areas	\$5,840.55
13	677.14	New Sidewalk	City of Milton	Moderate	Connects Existing Sidewalk Grid, Proximity to Public Destinations, Connects to Main Thoroughfare	\$10,157.15
46	484.48	New Sidewalk	City of Milton	Low	Extends Existing Sidewalk	\$7,267.23
47	514.09	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$7,711.40
48	799.97	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$11,999.54
8	725.58	New Sidewalk	Santa Rosa County	Moderate	Extends Existing Sidewalk, On Main Arterial Rd.	\$10,883.72
49	323.01	New Sidewalk	City of Milton	Low	No Proximity, No Connection	\$4,845.15
43	252.71	New Sidewalk	City of Milton	Moderate	Connects to Main Arterial Rd.	\$3,790.61
1	1654.91	New Sidewalk	Santa Rosa County	High	Proximity to Public Destination Areas and Recreation/Trail, Connects Existing Sidewalk	\$24,823.62
6	1156.61	New Sidewalk	City of Milton	Moderate	Connects to Main Arterial Rd, Proximity to Public Destination and Population Center	\$17,349.08
7	1741.16	New Sidewalk	City of Milton	Moderate	Connect to Main Thoroughfare and Public Library/Trail	\$26,117.43
5	474.11	New Sidewalk	City of Milton	High	Connects Existing Sidewalk, Proximity to Public Destination	\$7,111.58
21	3937.75	New Sidewalk	City of Milton	High	Connects to Two Main Thoroughfares, On a Main Arterial Rd	\$59,066.19
5	5694.99	New Sidewalk	Santa Rosa County	High	On Main Arterial Rd, Proximity to Population Centers and Public Destinations	\$85,424.88

CITY OF MILTON
SIDEWALK PRIORITY

7	10547.34	New Sidewalk	Santa Rosa County	Moderate	Connects to Main Thoroughfare, Proximity to Population Centers, Public Destination Areas	\$158,210.03
2	8805.62	New Sidewalk	State of Florida	High	On a Main Thoroughfare, Connects Existing Sidewalk	\$132,084.30
1	3426.72	New Sidewalk	State of Florida	High	Main Thoroughfare, Connects to Existing Sidewalk	\$51,400.82
4	2360.04	New Sidewalk	State of Florida	High	Main Thoroughfare, Connects to Existing Sidewalk	\$35,400.59
3	1302.67	New Sidewalk	State of Florida	High	On a Mainn Thoroughfare, Connects Existing Sidewalk	\$19,540.08
5	7156.63	New Sidewalk	State of Florida	High	On a Main Thoroughfare, Connects Existing Sidewalk	\$107,349.41
6	621.37	New Sidewalk	State of Florida	High	On a Main Thoroughfare, Connects Existing Sidewalk	\$9,320.48
6	2709.01	New Sidewalk	Santa Rosa County	Moderate	Connects to Main Arterial and Main Thoroughfare, Proximity to Population Center	\$40,635.21
14	2588.50	New Sidewalk	City of Milton	Moderate	Connects to Main Arterial and Main Thoroughfare, Proximity to Population Centers	\$38,827.53
67	580.71	New Sidewalk	Santa Rosa County	Moderate	Connects to Main Arterial Rd, Extends Existing Sidewalk, Proximity to Recreation/Trail	\$8,710.62

CITY OF MILTON SIDEWALK PRIORITY

Rank	Length	Priority Notes	Projected \$	St. Name	From - To
1	398.74	Connects to Main Thoroughfare, Proximity to Population Center	\$5,981.10	King	Stewart, Byrom
2	1376.14	Connects to Existing Sidewalk, Proximity to Population Center	\$20,642.06	Byrom	Magnolia, King
3	1212.41	Proximity to Population Center, Connects to Main Thoroughfare	\$18,186.20	Byrom	King, Rosasco
4	2895.60	Connects Two Main Thoroughfares	\$43,434.02	Rosasco	Stewart, Dogwood
5	474.11	Connects Existing Sidewalk, Proximity to Public Destination	\$7,111.58	Byrom	Lark, Sanders
6	1156.61	Connects to Main Arterial Rd, Proximity to Public Destination and Population Center	\$17,349.08	Okaloosa	Munson, Ferris
7	1741.16	Connect to Main Thoroughfare and Public Library/Trail	\$26,117.43	North/Alabama	Chaffin, Stewart
8	386.60	Proximity to Public Destination Areas	\$5,799.02	Willing, E	
9	306.68	No Proximity, No Connection	\$4,600.23	Pine, N	Willing, Elmira
10	1349.39	Connects to Main Arterial Rd, Proximity to Public Destination Areas	\$20,240.78	Pine, N	Elmira, Canal
TOTAL			\$169,461.47		

SANTA ROSA COUNTY SIDEWALK PRIORITY

Rank	Length	Priority Notes	Projected \$	St. Name	From - To
1	1654.91	Proximity to Public Destination Areas and Recreation/Trail, Connects Existing Sidewalk	\$24,823.62	Munson	Stewart, Okaloosa
2	580.71	Connects to Main Arterial Rd, Extends Existing Sidewalk, Proximity to Recreation/Trail	\$8,710.62	Broad	Dixon, Munson
3	5694.99	On Main Arterial Rd, Proximity to Population Centers and Public Destinations	\$85,424.88	Berryhill	Whiting, Russel
4	2709.01	Connects to Main Arterial and Main Thoroughfare, Proximity to Population Center	\$40,635.21	Hamilton Bridge	Glover, Dogwood
5	10547.34	Connects to Main Thoroughfare, Proximity to Population Centers, Public Destination Areas	\$158,210.03	Glover	HWY 90, Collins Mill Creek
TOTAL			\$317,804.36		

STATE PRIORITY

Rank	Length	Type	Maintained By	Priority Notes	Projected \$	St. Name	From - To
1	3426.72	New Sidewalk	State of Florida	Main Thoroughfare, Connects to Existing Sidewalk	\$51,400.82	Caroline, N	Stewart, Dogwood
2	8805.62	New Sidewalk	State of Florida	On a Main Thoroughfare, Connects Existing Sidewalk	\$132,084.30	Caroline, N	Dogwood, Worley
3	1302.67	New Sidewalk	State of Florida	On a Mainn Thoroughfare, Connects Existing Sidewalk	\$19,540.08	Caroline, S	At Dogwood
4	2360.04	New Sidewalk	State of Florida	Main Thoroughfare, Connects to Existing Sidewalk	\$35,400.59	Caroline, S	Stewart, Dogwood
5	7156.63	New Sidewalk	State of Florida	On a Main Thoroughfare, Connects Existing Sidewalk	\$107,349.41	Caroline, S	Dogwood, Bagdad HWY
TOTAL					\$345,775.19		



Agenda Item # 2022-477

Consideration of Ordinance Amending Advertising and Signage Standards

MEETING DATE

July 5, 2022

PREPARED BY

Alex Andrade, City Attorney

BACKGROUND

The ordinance has been updated per the Committee of the Whole direction. An ordinance of the City of Milton, Florida, relating to election administration: amending advertising and signage standards; establishing standards for campaign activity, providing for conflicts, severability, and an effective date.

SUMMARY

RECOMMENDATION

Recommend approval

ATTACHMENTS

1. Ordinance Re Campaigning Updated

ORDINANCE NO. _____

AN ORDINANCE OF CITY OF MILTON, FLORIDA, RELATING TO ELECTION ADMINISTRATION; AMENDING ADVERTISING AND SIGNAGE STANDARDS; ESTABLISHING STANDARDS FOR CAMPAIGN ACTIVITY, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

WHEREAS, The City is responsible for the administration of its elections for members of Council and for Mayor; and

WHEREAS, Florida Statute 100.3605 empowers municipalities to provide for the orderly transition of office and its elections; and

WHEREAS, the Council has by tradition and practice, administered its elections in a manner benefiting the unique considerations of the City of Milton.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA, THAT ELECTIONS FOR MEMBERS OF COUNCIL AND FOR MAYOR SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS:

SECTION I. ADVERTISING AND SIGNAGE STANDARDS.

AMENDING PART III – UNIFIDE DEVELOPMENT CODE; ARTICLE 16; SEC.16.9 - AS FOLLOWS

A. Usage and Removal of Political Campaign Advertisement.

(1) Candidate Responsibility. Each candidate, whether federal, state, county or city, displaying or causing to be displayed any political campaign advertisement within the city shall make a good faith effort to remove all of his or her political campaign advertisements within 30 days after:

- a. Withdrawal of his or her candidacy;
- b. Having been eliminated as a candidate; and
- c. Being elected to office. However, the candidate shall not be required to remove those political campaign advertisements which are in the form of approved general advertising signs used by an outdoor advertising business as provided in F.S. Ch. 479. The provisions herein shall not apply to political campaign advertisements placed on motor vehicles, or campaign messages designated to be worn by a person.
- d. The city clerk shall notify all candidates whose political campaign advertisements might be displayed in the city in writing of the provisions of this section by U.S. mail or by hand delivery.

(2) Individuals who intend to seek election or re-election as a councilmember or mayor are prohibited from displaying or causing to be displayed any political campaign advertisements within the city prior to filing a written acceptance of their nomination as a candidate pursuant to Article V the City Charter.

(3) Placement. No political campaign advertisement shall be erected, posted, painted, tacked, nailed or otherwise displayed, placed or located on or above the right-of-way of any street or highway located within the city, or affixed to any tree located within the city.

(4) Enforcement. If political campaign advertisements are not removed within the specified period, the city shall have the authority, through the code enforcement officer, to remove such advertisements and to charge the candidate the actual cost of removal, or the sum as currently established or as hereafter adopted by resolution of the city council from time to time, whichever is greater. Funds collected for removing such advertisements shall be deposited to the city's general revenue.

SECTION II. ELECTION ADMINISTRATION AND REGULATION OF CAMPAIGN ACTIVITY

ESTABLISHING PART II CODE OF ORDINANCES; CHAPTER 4 ADVERTISING; ARTICLE III; CAMPAIGN ACTIVITY – AS FOLLOWS

Sec. 4-34. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Candidate means a person to whom any of the following applies:

- (1) A person who intends to qualify for nomination or election to a position as a councilmember or mayor.
- (2) A person who receives contributions or makes expenditures, or consents for any other person to receive contributions or make expenditures, with a view to bring about his nomination or election to, or retention as a councilmember or mayor.
- (3) An incumbent councilmember or mayor who is not barred from running for at least one term as either councilmember or mayor.

Political Advertisements means a paid expression in a communications medium such as radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display which expressly advocates the election or defeat of a candidate, or the approval or rejection of an issue as defined by Florida Statute 106.011.

Independent Expenditure means an expenditure of money or resources by a person for the purpose of expressly advocating the election or defeat of a candidate or the approval or rejection of an issue, which expenditure is not controlled by, coordinated with, or made upon consultation with, any candidate, political committee, or agent of such candidate or committee as defined by Florida Statute 106.011.

Electioneering Communication means a text message or communication that is publicly distributed by a television station, radio station, cable television system, satellite system, newspaper, magazine, direct mail, or telephone which:

- (1) Refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate but that is susceptible of no reasonable interpretation other than an appeal to vote for or against a specific candidate;
- (2) Is made within 100 days before an election for the office sought by the candidate; and
- (3) Is targeted to the relevant electorate in the geographic area the candidate would represent if elected;

as defined by Florida Statute 106.011.

Campaign Activity means the conspicuous use of items purchased or created during prior elections, and distribution of political advertisements, independent expenditures and electioneering communications relating to an election for councilmember or mayor.

Pre-qualifying Activity means the opening of a bank account, preparation of qualifying documents, collection of petitions, and solicitation of monetary contributions in support of a candidate.

Sec. 4-35. – Regulation of Campaign Activity

A. Qualifying and Pre-qualifying

- (1) Prior to each election, the Clerk shall establish a period of at least 5 days, beginning no earlier than noon on the 100th day prior to the election and ending no later than noon on the 85th day prior to the election, during which individuals who desire to qualify as a candidate for councilmember or mayor may deliver their required documents and petitions in order to qualify to be placed for consideration as a candidate on the ballot in the election.
- (2) Candidates may open up bank accounts, prepare required qualifying documents, solicit contributions and collect candidate petitions no earlier than the 100th day before an election.

B. Periods of Campaign Activity.

(1) The period for which campaign activity is permitted to occur within the city begins 100 days prior to the scheduled date of the election for councilmembers or mayor and ends 30 days after the scheduled date of the election.

(2) Each candidate for councilmember or mayor who is engaging in campaign activity within the city shall cease all campaign activity within 30 days after:

- a. Withdrawal of his or her candidacy;
- b. Having been eliminated as a candidate; or
- c. Being elected to office. However, the candidate shall not be required to cease any independent expenditures, political advertisements, or electioneering communications conducted by third parties, which were authorized or directed prior to the occurrence of any of the above.
- d. The city clerk shall notify all candidates who do not cease engaging in campaign activity in writing of the provisions of this section by U.S. mail or by hand delivery.

(3) Individuals who intend to seek election or re-election as a councilmember or mayor are prohibited from engaging in campaign activity within the city prior to filing a written acceptance of their nomination as a candidate pursuant to Article V the City Charter.

(4) Campaign activity is prohibited within the city except during the period beginning 100 days prior to the scheduled date of the election for councilmember or mayor and ending 30 days after the scheduled date of the election.

SECTION III. All ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

SECTION IV. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional by a Court of competent jurisdiction, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this ordinance.

SECTION V. This ordinance shall become effective immediately upon its passage and adoption.

PASSED by the City Council of the City of Milton, Florida this _____ Day of _____[month], 2022.

CITY OF MILTON, FLORIDA

ATTEST

CITY CLERK

HEATHER LINDSAY, MAYOR

1st Reading: _____

2nd Reading: _____

Legal in form and valid when signed by City
Attorney.

ALEX ANDRADE, CITY ATTORNEY