EXECUTIVE COMMITTEE MEETING
Regular Meeting Agenda

June 6, 2022
5:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

2. Invocation

Pastor Nicole Jackson,
Bearing Fruit Community Church

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

Item # 2022-308
Energy Audit - Project Development Agreement

Item # 2022-317
Business Improvement Program FY 2022 Cycle 2

Item # 2022-328
Milton High School Fence

Staff Items

Item # 2022-335
Annexation Petition- 5599 Econfina St

Digital Agenda Updates

Administration
Councilwoman Shari Sebastiao

Item # 2022-332
Special Event Permit Application - Christmas Lighted Boat Parade

Item # 2022-334
Special Event Permit Application - Coming Clean 5K

Item # 2022-333
Bid Opening for ITB 2022.07 Floating Kayak Launch System

Community Improvement Board
Councilman Vernon Compton

Economic Development
Councilwoman Shannon Rice

Finance
Councilman Casey Powell

Historic Preservation Board
Councilwoman Roxanne Meiss

LEAP
Councilman Vernon Compton

Parks & Recreation
Councilman Jeff Snow

Pensacola Perdido Bay Estuary Program
Councilwoman Shannon Rice

Public Safety
Mayor Heather Lindsay

Public Works
Councilman Robert Leek

Item # 2022-320
Carmell Ridge has requested "NO PARKING" signs to be placed throughout the subdivision.

Item # 2022-327
Whisper Creek Developers Agreement

Item # 2022-457
Rapid Infiltration Basin Task Order

Stormwater
Councilman Matt Jarrett

Tourist Development Council
Councilman Jeff Snow

Transportation Planning Organization
Councilman Vernon Compton

West Florida Regional Planning Council
Councilman Vernon Compton

10. Mayor Report: Heather Lindsay

11. City Attorney's Report

Item # 2022-341
Consideration of Election Ordinances and Practices for Council Elections

12. City Manager's Report

13. Public Input

14. 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 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 # 2022-308

Energy Audit - Project Development Agreement

MEETING DATE	PREPARED BY
June 6, 2022	Ed Spears, Director of Economic Development

BACKGROUND

The City engaged Energy Systems Group, LLC (ESG) to conduct an energy audit for the City of Milton. The contracting process and preliminary scope of projects was presented to Council on April 21, 2022. The Project Development Agreement (PDA) is the next step in the process. The PDA defines the projects that will be evaluated and evolve into detailed project proposals. The PDA further details the process to continue with each specific project proposal. The projects that will generate detailed proposals are:

Solar Photovoltaic (PV):
a) Community Center flat roof area including a new roof for that area (existing roof is almost 20 years old and the new solar PV will have about a 30 year life)
b) West side of fire station roof
c) Warehouse roof
d) Option for ground mount system at the community center between the ballfield and tennis courts
e) Option for Police station roof
f) Option for ground mount system on south side of police station
g) Option for solar PV carports at the Community Center and City Hall

Interior lighting retrofits (conversion to LED):
a) Community center excluding gym
b) Fire station
c) WWTP lab building

Sport lighting LED conversions:
a) Ballfields (the ballfield with wooden poles will need to have poles replaced. The other ballfields with cement poles should not need new poles)
b) Tennis courts (the existing cement poles should not need to be replaced)

HVAC and Controls:
a) Replace the Desert Aire system at the community center (serves gym)
b) Recommissioning of HVAC and control systems
c) Consider occupancy sensors to control both HVAC (Heating, Ventilating and Air Conditioning) and lighting systems
d) Evaluate the use of bipolar ionization for HVAC systems
e) Consider CO2 (carbon dioxide) based controls (spot readings showed most areas were

over-ventilating)

Following the project evaluation and development, ESG and the City will negotiate a Performance Contract under which ESG will design, install, and implement the projects selected by the City. The Performance Contract will be a separate and distinct agreement that will come back to City Council for consideration.

Should the City choose not to enter into a Performance Contract for specific projects following the completion of the analysis under the PDA agreement, the City would pay ESG a fee for completing the project research and design. The City has negotiated a fee of $8,000 should the City choose not to proceed with a Performance Contract. Should the City and ESG enter into a Performance Contract in the next step, the $8,000 fee would not be paid. Instead, the City would pay the cost associated with the projects selected for implementation and agreed upon in a Performance Contract. The City is under no obligation to enter into a Performance Contract or implement any project.

ESG will have up to 120 days to complete the work detailed in the PDA.

The PDA will be evaluated by the City Attorney following action by the Committee of the Whole.

The proposed projects will return to the Council in a future agreement proposal. Should the city not choose to pursue a project agreement, the cost to the City will be $8,000.

This item was unanimously forwarded to the Executive Committee at the Committee of the Whole meeting.

SUMMARY

Energy Services Group, LLC has been conducting an energy audit of the City's operations. The Project Development Agreement is the next step in that process. It defines the projects to be evaluated with detailed project proposals for each and details the process to continue with each proposal. The City is not obligated to carry out any of the recommended projects. This item was unanimously recommended by the Committee of the Whole.

RECOMMENDATION

Recommend approval of the Project Development Agreement with Energy Systems Group, LLC.

ATTACHMENTS

1. City of Milton PDA Final 5-24-2022

Performance Savings Contract
Project Development Agreement

Between

City of Milton, Florida **6738 Dixon Street** **Milton, FL 32572**	AND	**Energy Systems Group, LLC** **9877 Eastgate Court** **Newburgh, IN 47630**

The purpose of this Performance Savings Contract Project Development Agreement ("PDA"), effective the last date signed below, is to confirm the intent of Energy Systems Group, LLC ("ESG") and City of Milton, Florida ("Customer") (individually, generally, a "Party," and collectively, the "Parties") to develop a **Performance Savings Contract** ("Performance Contract") that will subsequently allow the Customer to implement energy, water, and wastewater efficiency and conservation measures pursuant to Florida Statute Fla. Stat. § 489.145. This PDA will provide the basis of the scope of the Performance Contract, the obligations of both Parties, and the intended outcomes and final contract implementation timeline.

ESG and Customer agree as follows:

1. Detailed Engineering Evaluation (Project Development)
   ESG agrees to undertake and prepare a Detailed Engineering Evaluation Report ("DEE") of potential cost reducing strategies, including operational efficiencies, and equipment efficiency improvement strategies to the Customer's facilities and/or infrastructure. The Customer agrees to provide its complete cooperation with ESG in its preparation and completion of the DEE. ESG will provide to the Customer a DEE which may include, but is not necessarily limited to, comprehensive energy and efficiency upgrades with a focus on the following Energy Conservation and Improvement Measures:

   Solar Photovoltaic (PV):
   a) Community Center flat roof area including a new roof for that area (existing roof is almost 20 years old and the new solar PV will have about a 30 year life)
   b) West side of fire station roof
   c) Warehouse roof
   d) Option for ground mount system at the community center between the ballfield and tennis courts
   e) Option for Police station roof
   f) Option for ground mount system on south side of police station
   g) Option for solar PV carports at the Community Center and City Hall

   Interior lighting retrofits (conversion to LED):
   a) Community center excluding gym
   b) Fire station
   c) WWTP lab building

   Sport lighting LED conversions:
   a) Ballfields (the ballfield with wooden poles will need to have poles replaced. The other ballfields with cement poles should not need new poles)
   b) Tennis courts (the existing cement poles should not need to be replaced)

   HVAC and Controls:
   a) Replace the Desert Aire system at the community center (serves gym)
   b) Recommissioning of HVAC and control systems
   c) Consider occupancy sensors to control both HVAC (Heating, Ventilating and Air Conditioning) and lighting systems
   d) Evaluate the use of bipolar ionization for HVAC systems
   e) Consider CO_2 (carbon dioxide) based controls (spot readings showed most areas were over-ventilating)

2. Preparation of Performance Contract

The Parties intend to negotiate a Performance Contract under which ESG will design, install, and implement cost reducing strategies, capital improvements and identified energy conservation measures that will adhere to performance standards as agreed upon by both Parties. The terms and provisions of such Performance Contract will be set forth in a separate document. ESG will prepare and submit to the Customer a Performance Contract to implement the Energy Conservation and Improvement Measures identified because of ESG's DEE. This Contract shall be prepared on standard ESG contract forms and will include, but will not be limited to, the following components:

- Terms and Conditions, a template will be provided for review during the development process
- Exhibit A - Scope of Work
- Exhibit B – Performance Guarantee
- Exhibit C – Support Service Annual Agreement
- Appendix

3. Financial and Utility Data Collection

During ESG's DEE, the Customer agrees to furnish to ESG accurate and complete energy usage, CIP, capital improvement and facility data.

During ESG's DEE, ESG may also request confirmation from the Customer regarding the Customer's historical maintenance and operational costs the Parties expect will be reduced, eliminated or otherwise offset through implementation of the proposed Performance Contract.

4. Price and Payment Terms

ESG is undertaking work and forgoing attendant business opportunities pursuant to this PDA at its cost and under consideration of the Customer's good faith intention to negotiate a Performance Contract following the DEE. The Customer agrees to pay to ESG a fee of **Eight Thousand Dollars $8,000.00** (the "PDA Fee") within Ninety (90) days of receipt of the Report should the Customer decline to enter into a Performance Contract with ESG or if the Customer fails to negotiate the terms of a Performance Contract in good faith.

Customer has no obligation to pay the PDA Fee if the Parties agree to enter into a Performance Contract within sixty (60) days of Customer's receipt of the same. In such event, the Parties agree that all obligations under this PDA will have been fulfilled and satisfied and that this PDA will be superseded by the Performance Contract in its entirety. Further, in such event, the DEE will be incorporated into the services and work provided by ESG pursuant to the Performance Contract and all ESG's project development costs will be included within the total cost of Performance Contract, subject to any payment terms outlined therein.

The Customer acknowledges that while ESG may have discussed general financial and funding source options with the Customer for a prospective Performance Contract transaction, ESG's performance under this PDA is not contingent upon the Customer's creditworthiness or ability to qualify or obtain financing for its execution of a Contract. If the Customer is not able to obtain financing, for any reason, ESG will nonetheless be entitled to receive the PDA Fee identified herein.

5. Contract Implementation and Timeline

Customer has determined that its selection of ESG through its membership in The Interlocal Purchasing System (TIPS) satisfies the requirements of Fla.Stat. §287.055 and §489.145. The Customer agrees to work in good faith with ESG during its development of the DEE. Customer shall provide ESG with access to its facilities during normal working hours for the purpose of gathering information required for the DEE and will cooperate with ESG by providing timely, complete, accurate, and pertinent information as requested. Customer understands and appreciates ESG's efforts in performing the DEE; and while Customer is entitled to decline to enter

into a Performance Contract, Customer agrees that in order to aid in ESG's timely completion of the DEE it will not, during completion of the DEE and for a period of ninety (90) days following receipt of the Performance Contract, actively solicit, review, or consider any alternative proposals that offer to implement the Energy Conservation and Improvement Measures included in the Performance Contract with ESG. Nothing contained herein shall prevent the Customer and ESG from good faith negotiations with respect to the execution and implementation of a final Performance Contract.

It is the intent and commitment of the Parties to work diligently, and cause others under their direction to work diligently toward meeting or exceeding the following estimated timeline goals:

ESTIMATED IMPLEMENTATION TIMELINE:

As stated above, this Project Development Agreement (PDA) shall provide recommendations for capital and energy upgrades. Below is the estimated overall general timeline for completion of the PDA:

0 – 30 Days

- PDA approval, signatures and mobilization
- Additional facility site visits, contractor walk-throughs, surveys and data gathering
- Begin solar PV net metering project application
- Utility analysis and energy baseline development

30 – 60 Days

- Preliminary energy savings and solar PV production calculations
- Initial energy and facility improvement measure development and review
- Initial Scope of Work (SOW) review
- Initial measurement and verification (M&V) discussion and plan
- Evaluate opportunities for State and Federal Grants

60 – 90 Days

- Final energy savings and solar PV production calculations
- Final energy and facility improvement measure development and review
- Finalize contractor scopes and pricing
- Final Scope of Work (SOW) review
- Final measurement and verification (M&V) discussion and plan
- Begin preparation of contract documents
- Discuss preferred financing/funding method(s)

90 – 120 Days

- Deliver Detailed Engineering Evaluation ("DEE") Report
- Final contract documents/signing
- Arrange project financing/funding
- Project construction and implementation begins

6. Confidentiality

This PDA creates a confidential relationship between the Parties. The Parties acknowledge that while ESG performs services under this PDA, each Party will have access to confidential information and intellectual property, including but not limited to cost information, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods,

knowledge, ideas, marketing promotions, current or planned activities, research, development, designs, and other trade information and/or intellectual property relating to the other Party ("Confidential Information").

Except as authorized in writing and subject to Chapter 119, Fla. Stat., and other applicable laws, rules or regulations, the Parties agree to keep all Confidential Information confidential. ESG may make copies of only that Confidential Information necessary for performing the DEE. Upon either Party's request, both Parties will return or destroy all such information and all documents, data and other materials in their control that contain or relate to such Confidential Information, with the exception of any such records that are required under the Party's record retention policy, in which case such records shall otherwise remain subject to the confidentiality obligations described herein.

Notwithstanding anything contained herein to the contrary, the Parties' obligations of confidentiality with respect to Confidential Information shall survive for a period of one year (1) year following expiration of this PDA pursuant to Section 8, below.

The Parties agree to keep and maintain confidentiality regarding its undertaking of the obligations under this PDA. ESG shall coordinate its services only through designated Customer representatives and shall provide information regarding the DEE to only those persons approved by Customer.

7. Miscellaneous Provisions

Neither party may assign their rights or obligations under this PDA without the prior written consent of the other Party. This PDA is the entire agreement between ESG and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between ESG and the Customer. Any change or modification to this PDA will not be effective unless made in writing and signed by both Parties.

This PDA shall be enforced and interpreted in accordance with the laws of the state of Florida, except its choice of law provisions. Any difference or dispute arising out of this PDA or relating to this PDA, including, but not limited to, payments under, or the breach, invalidity or termination hereof, which cannot be amicably settled between senior members of the Parties, the Parties shall submit their dispute to mediation for resolution under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent the institution of legal or equitable proceedings by either party. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude the mediation within 60 days of filing of the request. Either party may terminate the mediation at any time after the first session, by delivering such termination in person to the other party's representative and the mediator. Such mediation shall be held in an agreed upon location in Florida.

8. Agreement Expiration

This PDA will expire upon the occurrence of any of the following: (a) the Parties' full execution of the Performance Contract or a substantially similar version thereof; (b) twenty four (24) months following the latest date of execution, identified below; or (c) the Parties' written mutual consent to terminate. Either party may terminate this PDA at any time for the following reasons: (a) due to an event of force majeure that prevents either party from performing the majority or all of its obligations in this PDA for a period of 120 days or longer; (b) the other party's breach of any material term of this PDA; or (c) the other party's violation of any rule, law or regulation. Expiration of this PDA does not impact the obligation of Customer to pay ESG the PDA Fee in accordance with Section 4.

[Remainder of this page is intentionally left blank; signature page to follow]

Energy Systems Group, LLC	**City of Milton , Florida**
Authorized Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

** This PDA represents the business intent of both Parties and should be executed by the parties who would ultimately be signatories to a final Performance Contract.*

Agenda Item # 2022-317

Business Improvement Program FY 2022 Cycle 2

MEETING DATE	PREPARED BY
June 6, 2022	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, 2022, there remains $17,500 in the FY 2022 program budget.

Since inception in 2018, the Business Improvement program has provided 32 grants to 26 different businesses totaling $120,147.89. The program has generated a match from the private sector totaling $400,458.03. For every $1 invested by the City, the businesses have invested $3.05.

Staff began advertising the new opportunity on April 13, 2022. Since that time, two applications have been received. Bar Strength and Conditioning is requesting a sign grant for $1,000 and a business expansion grant of $5,000. The required match is $5,000. However, the company is investing $100,000 in their new facility located in the Winn Dixie Shopping Center on Dogwood Drive. They are relocating within the City Limits from Berryhill Road to the much larger new facility. The second applicant, The Sweet Greek will be a new dessert and pastry shop located at 5237 Willing Street (formerly Scoops Ice Cream Shop). This a brand new business. They are requesting a $5,000 business expansion grant for a required commercial chiller to keep their custom made sweets at the appropriate temperature. The required match is $5,000. However, the company is investing $50,000 in building renovations, equipment and start-up costs.

Both applicants meet the requirements for the grants. If approved, $6,500 will remain in FY 2022 grant funding for future applicants. This item was unanimously forwarded to the Executive Committee by the Committee of the Whole.

SUMMARY

Staff received two eligible grant applications totalling $11,000. $17,500 is available for new applications. THis item was unanimously forwarded the Executive Committee by the Committee of the Whole.

RECOMMENDATION

Staff recommends approving the grant applications in the amount of $11,000.

ATTACHMENTS

1. 2022 Cycle 2 Business Improvement Program Spreadsheet
2. Commercial Facade Progam Financial Report - 5-19-22
3. The Bar Gym Application
4. The Sweet Greek Application

City of Milton
2022 Business Improvement Program
Cycle 2 Applications

	NAME	ADDRESS	REQUEST	MATCH	PROJECT	FIRST TIME APPLICANT	TARGET LOCATION	HISTORIC STRUCTURE
	CYCLE 1 Approved Applications							
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 Applications							
1	The Bar Gym	5436 Dogwood Dr.	$ 6,000.00	$ 100,000.00	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
	TOTAL REQUEST		$ 33,500.00	$ 178,652.00	Match Ratio: $1/$5.50			
	AVAILABLE FUNDING	CRA	$ 20,000.00					
		General Revenue	$ 20,000.00					
		TOTAL	$ 40,000.00					
		BALANCE	$ 6,500.00					

City of Milton
Commercial Facade Program
Complete History

CYCLE	PROJECTS	BUSINESSES	GRANTEE	PROJECT	AWARD	REQUIRED MATCH	EST. TOTAL MATCH	CRA	CITY	PAYMENT	NOTES
2018 Cycle 1	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
2019 Cycle 1	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
2019 Cycle 2	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
2020 Cycle	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	$ -	$0 Expenses to Date
	21	17	Saver Self Storage	Painting	$ 4,750.00	$ 4,750.00	$ 4,750.00		$ 4,750.00	$ 4,750.00	Completed
2021 Cycle	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	$ -	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
2022 Cycle 1	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
2022 Cycle 2	31	25	Bar Strength & Conditioning, LLC	Signage & Building Renovations for new location	$ 6,000.00	$ 5,000.00	$ 100,000.00		$ 6,000.00		
	32	26	Oh Sugar, LLC, DBA The Sweet Greek	Commercial Chiller	$ 5,000.00	$ 5,000.00	$ 50,000.00	$ 5,000.00			
				TOTALS	**$ 131,147.89**	**$ 128,147.88**	**$ 550,458.03**	**$ 65,975.68**	**$ 64,472.12**	**$ 72,565.34**	
						ROI Ratio	**$ 4.20**				

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
Total	**$ 170,000.00**		
Allocated	$ 131,147.89		
Expended	$ 72,565.34		
Open Projects	$ 46,449.00		

City of Milton
Office of Economic Development

Business Improvement Program

DATE OF APPLICATION: 3/12/22
NAME OF BUSINESS (Legal and DBA, if Different): Bar Strength and Conditioning LLC
BUSINESS OWNER(S): Bryan May
PROPERTY OWNER(S) (IF DIFFERENT): WBS Properties

GRANT CATEGORY: Sign Grant / Business Expansion Grant
TOTAL AMOUNT REQUESTED (MAXIMUM $5,000): $ Sign Grant 1,000
TOTAL AMOUNT OF MATCH (MINIMUM 100%): $ Business Expansion Grant 5,000
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): $ 6,000

ADDRESS OF PROJECT: 5436 Dogwood Drive
PROJECT NAME: Bar Strength and Conditioning LLC

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):
Bryan May
4140 Lazy Breeze Lane
Milton, Florida 32583

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

_____

_____

TELEPHONE # (850) _____ CELL # 302-248-4837 EMAIL May.302@hotmail.com

For official use only:

DATE & TIME APPLICATION RECEIVED: _____ RECEIVED BY: _____

Subject: 2022 Business Improvement Program

Bar Strength & Conditioning LLC is expanding and I am relocating my business from 5941 Berryhill Road, Milton, Florida 32570 to
5436 Dogwood Drive, Milton, Florida 32570 in the Dogwood Park Shopping Center.

Enclosed is a photo that Turn One Graphics has prepared for the signage on our new location.
Max metal sign 16' x 4' 930.00
Perforated vinyl windows signage for 6 windows and door as dimensions are noted on the Turn One Graphics receipt
Marquee signs x 2 printed and installed at 275.00 each 550.00
Receipt for the entire project 3,728.95 we have already paid see canceled check # 1508 attached
Please refer to the receipt provided by Turn One Graphics

Enclosed is the receipt prepared by Warren Doors & Access Control for replacement of the two existing front entry doors to the building. These special ordered doors are of unique size for the building consisting of standard anodized bronze metal as noted in the description.
Receipt for the price of the doors as noted 8,620.72 we have already paid see canceled check # 1519 attached

We have purchased the above preemptively due to supply issues so we would have them for when the lease is completed for our build out
to begin which started on 3/15/22.

Respectfully submitted,

Bryan May, owner Bar Strength & Conditioning LLC

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 WITHIN 10 DAYS TO:

Main Street Milton, Inc.
5256 Alabama Street
Milton, Florida 32570

3. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name Bar Strength and Conditioning LLC

Address (for mailing payments)

Street/P.O. Box 4140 Lazy Breeze Lane
City/State/Zip Milton Florida 32583
Telephone 302-249-4837 **Fax** _____
EIN/SSN [redacted]
Authorized Signature/Title _____
Date 3/12/22

4. 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 _____

Social security [redacted]

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

a

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)
Bar Strength and Conditioning LLC

Business name, if different from above

Individual/ ☐ ☐ ☐ ☐ ☐
Check appropriate box: Sole proprietor S corporation Corporation Partnership Other

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
4140 Lazy Breeze Lane

Requester's name and address (optional)

City, state, and ZIP code
Milton, Florida 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
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

4. 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

5. 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

6. 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 3/12/22

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:

4. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

5. Certify that you are not subject to backup withholding, or

6. 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,

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.

Bryan May
Grantee Name (Please Print)

Grantee Signature — Date: 3/12/22

Property Owner Name (Please Print)

Property Owner Signature — Date

City of Milton (Please Print)

City Manager Signature — Date

2021 2022 RECEIPT NUMBER 128-21-00194090 ACCOUNT NO. 71593

MACHINES ROOMS SEATS EMPLOYEES EXPIRES

BUSINESS TYPE 4710 SERVICE (PERSONAL FITNESS TRAINER) SEPTEMBER 30, 2022

RENEWAL

BUSINESS ADDRESS 5941 BERRYHILL RD UNIT L
MILTON, FL 32570

AMOUNT 13.75
PENALTY 0.00

BAR STRENGTH & CONDITIONING LLC
BRYAN MAY
BAR STRENGTH & CONDITIONING LLC
5941 BERRYHILL RD UNIT L
MILTON, FL 32570

TOTAL DUE 13.75
TOTAL PAID 13.75

STAN COLIE NICHOLS, TAX COLLECTOR
SANTA ROSA COUNTY, FLORIDA

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

FOLD INFORMATION BELOW BEHIND RECEIPT OR DETACH AND KEEP FOR YOUR RECORDS.

SANTA ROSA COUNTY TAX COLLECTOR

Stan Colie Nichols, Tax Collector
6495 Caroline Street, Suite E
Milton, Florida 32570
(850) 983-1800

BEFORE POSTING YOUR BUSINESS TAX RECEIPT READ ALL INFORMATION CAREFULLY.
IT IS THE OWNERS RESPONSIBILITY TO ENSURE COMPLIANCE.

THIS B.T.R. IS FURNISHED PURSUANT TO

CITY OF MILTON

City of Milton

P.O. Box 909
MILTON, FL 32572

SUBJECT TO
BUSINESS TAX
ORDINANCE

NO. 21-00002901

DATE ISSUED: August 24, 2021

YEAR: 2021

VALID THROUGH: September 30, 2022

AMOUNT PAID: 133.71

BUSINESS
CLASSIFICATION: RS-BUILDING LESS THAN 10,000 SQ FT

BUSINESS ADDRESS: 5941 BERRYHILL RD

CITY
BUSINESS TAX

ISSUE TO BAR STRENGTH & CONDITIONING LL
5941 BERRYHILL RD
UNIT L
MILTON FL 32570

Dewitt Nobles
CITY CLERK

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

TOTAL FOR ALL $64,100.00

- COVER UP ENDS OF LIGHTS, SPRINKLER HEADS, REMOVE BLACK DOMES SPRAY 2 COATS FLAT BLACK
- CUT SHEET ROCK EVEN, REPAIR BAD SEAMS (20) ON Sheetrock
- FRAME IN 8x8 OPENING
- PAINT REAR WALL Semi GLOSS Black, PAINT 3 walls 6' BLACK @ Bottom, 2' RED STRIP Then 4' WHITE @ TOP except where WINDOW IS
- PRIME FLOOR Then 2 coats SEMI-GLOSS BLACK WITH GRIP GRIT
- 35x10 STAGE BUILT WITH TREATED LUMBER WITH FLOOR JOICES 12" APART USING 3/4 TOUNGE & GROOVE PLYWOOD, SECURED TO GROUND & PAINTED BLACK
- [redacted] 10'x5' WALL BY ENTRANCE
- 36" DOOR @ LEFT REAR
- PAINT 2 COATS SEMI-GLOSS WHITE Back Room
- BUILD 9x9 KIDS Room WITH 1/2 WALLS
- BUILD 7x10 OFFICE FRONT (Facing window) WILL BE HIGH & LOW COUNTER 2 SIDE 1/2 WALLS [redacted] REAR WALL 2 6" COLUMNS COMING DOWN EACH SIDE HALF WALL IN BETWEEN COLUMNS
- BUILD 8' WIDE x 6' HIGH CUBBY
- RUN ELECTRICAL IN OFFICE 10 OUTLETS
- RUN ELECTRIC TO Kids Room 2 OUTLETS
- RUN ELECTRIC ON STAGE 5 ROW FRONT WALL 5' APART 5 ROW REAR OF STAGE 5' APART
- DROP 2 DOWN FOR TV

$35,500.00

BATH $2,100 14,000.00 BASIC

RAMP 40,000.00

Cubby 1,600.00 [illegible]

[illegible]

Bar Strength and Conditioning LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
We Insure, Inc.
1430 Prudential Dr
Jacksonville FL 32207

License#: L062256

CONTACT NAME: We Insure
PHONE (A/C, No, Ext): 877-677-4063 FAX (A/C, No): 904-288-8979
E-MAIL ADDRESS: certificates@weinsuregroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bar Strength and Conditioning LLC
4140 Lazy Breeze Ln.
Milton FL 32583

BARSTRE-01

COVERAGES **CERTIFICATE NUMBER:** 1047634729 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		PHPK2334819	10/13/2021	10/13/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	BPP			PHPK2334819	10/13/2021	10/13/2022	BPP	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc. 1 Bldg. 1 5941 Berryhill Rd. Milton, FL 32570
Milton Commercial Properties LLC are designated as additional insured by this policy.

CERTIFICATE HOLDER

Milton Commercial Properties LLC
5436 Dogwood Drive
Milton FL 32570

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

Ph: (850) 626-0539
Fax: (850) 626-0585
5833 Stewart St. Milton, FL 32570
urnOneGraphics@mchsi.com

Business Name: THE BAR

Date In: 8 / 11 /2021

Deadline:

First & Last Name (Individual Acct.): Brian May

P.O. Number:

Land Line:

Cell: 302-249-4837 may302@hotmail.com

E-Mail Proofs To: text to #'s. Send Email? Call Afterwards

Walk-In ☒ Phone ☐ E-Mail ☐ Other ☐

Description:	Qty:	Unit Price:	Total:
Max metal Sign 16' x 4'	1		930.00
Markquee Signs Printed & installed on Sign	2	275	550.00

Quote
Perforated Vinyl windows
window 74 1/4" (w) 59 3/8 (H) 5'
6 windows <45.5" 37 1/8'
Print, Laminated, Installed /per window
$320 Each
x 6
$1,920

Door 30 1/2" (w) 75 3/4 (H) = 85.00
install included

Qty 5
window 71 (w)
Ratio 7.5' x 1'
Solid Red Background

Markquee & lift sign > Black Background

10 / 19 /2021
Pmt Date:

/ /2021
Pmt Date:

Rush Fee:

Trip Charge: (Minimum $15)

Art Work/Design Fee:

Set Up Fee:

Installation Fee: Big Sign Paid 1/1/2022 DG

Sub Total: 3485.00

Sales Tax: (7%) 243.95 (Certificate) EXEMPT ☐

Grand Total: $ 3728.95 ON ACCT ☐

Deposit: $ 3728.95 CASH ☐ CHECK ☒ CARD ☐

Balance Due: $ Ø

Final Payment: $ CASH ☐ CHECK ☐ CARD ☐

Briteline 60/40 Perforated Vinyl 60" X 100'
Oraguard 290 GF Optically Clear Laminate 60" X 10yds

Disclaimer:
All Business Cards or Stationary must be paid in full at time of order. Artwork is non-refundable once we start on the design process and there will be no exceptions. If multiple proof changes are required, you may incur additional charges, however you will be notified if this is necessary. If you wish to cancel your order due to dissatisfaction with a layout a $25 to $45 cancellation fee may be charged. Signs will be produced exactly as written above unless otherwise stated in writing. Any changes or corrections to your order need to be made before your order has been sent to production. Customer acknowledges full responsibility for the use herein of any and all trade marks, logos, copyrights, etc. and understand that Turn One Graphics shares no liability.
Turn One Graphics is not responsible for any conflict of any type of city, county, or home owners association laws or regulations.
At any time you receive artwork from Turn One Graphics via e-mail, fax or printed material for your proof and has not yet been paid for in full or released to you is still the property of Turn One Graphics, LLC. All artwork is copyrighted by Turn One Graphics, LLC. and the use of artwork by any party for any purpose whatever is prohibited without a signed release form from Turn One Graphics, LLC. A 50% deposit is required at time of order and balance due at time of completion unless otherwise specified by management.
Any bounce check will have a minimum of $35 charge. By signing this, you understand and agree with our policy and terms.

Customer Approved _____ Date _____

TURN ONE GRAPHICS

Ph: (850) 626-0539
Fax: (850) 626-0585
5833 Stewart St. Milton, FL 32570
TurnOneGraphics@mchsi.com

Business Name: The Bar	Date In: 1/7/2022
First & Last Name (Individual Acct.): Brian May	Deadline:
Land Line:	P.O. Number:
Cell: 302-249-4837	
E-Mail Proofs To:	Walk-In ☐ Phone ☐ E-Mail ☐ Other ☐

Description:	Qty:	Unit Price:	Total:
Installation of Sign Above Door	2		225.00

FILE COPY

Rush Fee:	
Trip Charge: (Minimum $15)	
Art Work/Design Fee:	
Set Up Fee:	
Installation Fee:	
Sub Total: 225.00	
Sales Tax: (7%) 15.75	(Certificate) EXEMPT ☐
Grand Total: $ 240.75	ON ACCT ☐
Deposit: $ 240.75	CASH ☐ CHECK ☐ CARD ☑
Balance Due: $ Ø	
Final Payment: $	CASH ☐ CHECK ☐ CARD ☐

1/7/2022 Pmt Date:

/ /2022 Pmt Date:

Disclaimer:
All Business Cards or Stationary must be paid in full at time of order. Artwork is non-refundable once we start on the design process and there will be no exceptions. If multiple proof changes are required, you may incur additional charges, however you will be notified if this is necessary. If you wish to cancel your order due to dissatisfaction with a layout a $25 to $45 cancellation fee may be charged. Signs will be produced exactly as written above unless otherwise stated in writing. Any changes or corrections to your order need to be made before your order has been sent to production. Customer acknowledges full responsibility for the use herein of any and all trade marks, logos, copyrights, etc. and understand that Turn One Graphics shares no liability. Turn One Graphics is not responsible for any conflict of any type of city, county, or home owners association laws or regulations. At any time you receive artwork from Turn One Graphics via e-mail, fax or printed material for your proof and has not yet been paid for in full or released to you is still the property of Turn One Graphics, LLC. All artwork is copyrighted by Turn One Graphics, LLC. and the use of artwork by any party for any purpose whatever is prohibited without a signed release form from Turn One Graphics, LLC.
A 50% deposit is required at time of order and balance due at time of completion unless otherwise specified by management.
Any bounce check will have a minimum of $35 charge. By signing this, you understand and agree with our policy and terms.

X

(No Subject)

From: Bryan May (may302@hotmail.com)

To: swimlittlefishy07@yahoo.com

Date: Sunday, March 13, 2022, 09:52 AM CDT

Sent from my iPhone

Warren DOORS & ACCESS CONTROL

INVOICE

Main Office: 1011 West Texar Drive, Pensacola, FL 32501 Phone: (850) 432-9821 (800) 850-9821 Fax: (850) 432-9823
Panama City Office: 17704 Ashley Drive A-1&2, Panama City Bch, FL 32413 Phone: (850) 234-5266 Fax: (850) 312-5050
Accounting Office: P.O. Box 18707, Pensacola, FL 32523 Phone: (850) 432-9821 (800) 850-9821 Fax: (850) 436-4939

PLEASE REMIT PAYMENT TO: P.O. BOX 18707, PENSACOLA, FL 32523

Bill to:	Ship to:
CASH SALES PENSACOLA DEPOSIT OR PAYMENT REQUIRED BEFORE DELIVERY ., . - Phone: ( ) -	The Bar Gym New Location STOREFRONT DOORS CASH SALES PENSACOLA DEPOSIT OR PAYMENT REQUIRED BEFORE DELIVERY ., . -

CustomerID	Invoice Number	Invoice Date	PO Number	Salesperson
CASH-P	159157AW	11/9/2021	PIF	Austin Watson

SPECIAL INSTRUCTIONS: PIF $8,620.72 CK# 1519 11.16.21 - SLT

Item	ID	Description	QTY	Unit Price	Line Total
Frm/Dr/Hdwe		We propose to furnish materials and labor for the following: Replacement of 2 Non Impact door leaf replacements only. Existing doors (2) are center hung doors with overhead concealed closers. PGC to modify existing header to accept surface mounted closers. PGC to replace with (2) medium stile 3' x 7' single hung out swing only, 1 left hand and 1 right hand. Metal finish shall be manufacturer's standard anodized bronze. Door hardware to consist of the following: Continuous hinges, keyed cylinder exterior, Rim panics (non electric) interior, Warren Hollow Metal to electrify panics. PGC to replace existing thresholds with new bumper thresholds, surface mounted closers, door sweeps. Doors to be glazed with 1/4" non impact clear tempered safety glass.	1	$8,062.00	$8,062.00

SubTotal	$8,062.00
Tax	$483.72
SurTax	$75.00
Total	$8,620.72

Signature: _____

(If signature is blank, see attached shipping copy)

TERMS: All sales must be paid in full at time of order. Credit card payments over $10,000 may be subject to an additional 2.5% processing charge. Returned items may be subject to a 25% restocking fee.

dotloop signature verification: dlp.co/lgBvcBjF106

Lease Agreement

Summary of Terms:

Landlord:	Milton Commercial Properties LLC		
Landlord's Address:	5801 Congress Ave, Suite 219, Boca Raton, FL 33487		
Tenant:	Bar Strength & Conditioning, LLC		
Contact Person:	Bryan May		
Tenant's Mailing Address:	4140 Lazy Breeze Lane, Milton FL		
Business Telephone No.:	850-564-1036	**Facsimile No.:**	
Home Telephone No:		**Mobile Telephone No:**	
Lease Commencement Date:	At conclusion of Tenant's Work	**Lease Expiration Date:**	5 years after Commencement, with additional 5 year renewal
Demised / Leased premises:	5436 Dogwood DR Milton , FL 32570		
Gross Square Footage:	APPROXIMATELY: 9800		
Monthly Base Rent:	$5308.00	**Security Deposit:**	$5,308.00
Sales Tax (currently ~~6.5~~ %):	~~$345.02~~ 371.56	**Total Amount Due:**	$10,961.02
Initial Monthly Rent:	$5,653.02 BM		

7% BM 10/7/21

THIS AGREEMENT, hereinafter interchangeably called "Agreement" or "Lease," made and entered into, and effective on ~~May 10,~~ November 1 2021 ("Effective Date") by and between **Milton Commercial Properties, LLC**, hereinafter interchangeably called "Owner" or "Landlord," and **Bar Strength & Conditioning, LLC**, hereinafter called "Tenant."

BM 10/20/21 6:35 PM CDT dotloop verified

TERMS and CONDITIONS

1. DEMISED PREMISES.

1.1. Landlord is the owner of that certain real property with situs of 5436 Dogwood Drive, Milton, FL 32570, Unit # , (the "Leased Premises" or the "Demised Premises") having approximately 9800 sqft, more specifically described on Exhibit B, which is attached hereto and incorporated for all purposes. As set forth in this Agreement, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Lease Premises

2. TERM/COMMENCEMENT.

2.1. The commencement date of the term of this Lease (hereinafter called the "Commencement Date") shall be the first day of the first month following that date on which all of the following conditions are satisfied:

2.2. The term shall continue after the Commencement Date for a period of five (5) years (such term, any extension or renewal thereof, are each hereinafter referred to as the "Term"). "Lease Year" shall be defined as each twelve consecutive month period throughout the Term, beginning on the Commencement Date and each anniversary thereof. Tenant shall pay rent per this Agreement beginning on the Commencement Date.

2.3. **Condition Precedent – 90 Day Option to Terminate.** For a period of sixty (90) days from the Effective date of this Agreement, the Landlord shall have the option to terminate this Lease. This option is being provided to allow the Landlord an opportunity to acquire approval of this Lease Agreement from the adjacent tenants of the shopping center. To exercise the option to terminate, Landlord must deliver written notice of such election to Tenant on or before sixty (90) days from the Effective date of this Agreement. If Landlord properly exercises the option to terminate, any deposit remitted by Tenant shall be immediately refunded within ten (10) business days. If no notice or election is properly made, this option shall expire and Landlord shall waive and release such condition precedent.

2.4. **Condition Precedent – Air Quality Test.** Tenant shall not be obligated under terms of this Agreement unless the following conditions are satisfied, or expressly waived in writing by Tenant:

2.4.1. Landlord shall have an Air Quality Test performed / conducted by a qualified Environmental Professional, Indoor Environmental Professionals, Industrial Hygienist, IRC-Code Certified Building Inspector,

dotloop signature verification:

and/or Building Scientist, and the results of the Air Quality Test shall be delivered to Tenant. Tenant shall have thirty(30) days from receipt of the results to determine in Tenant's sole discretion if the Lease premises is acceptable. If Tenant determines, in Tenant's sole discretion, that the Leased premises is not acceptable to Tenant, Tenant may terminate this Agreement by providing written notice of such election to Landlord within the sixty (30) day period above. If timely terminated pursuant to this paragraph, any deposits paid by Tenant shall be returned / refunded promptly (not to exceed three (3) business days), and Tenant shall be released of all further obligations under this Agreement. Unless Tenant exercises the right to terminate timely as provided in this paragraph, Tenant shall waive and release its right to terminate as provided in this paragraph.

3. RENT.

3.1. Tenant agrees to pay to Landlord Rent monthly, as defined below, in effect on or before the first day of each full calendar month during the Term. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Rent based upon a thirty (30) day month. Said rent shall be paid to Landlord at the Landlord's address, as set forth herein, or to such other person or at such other place as Landlord may from time to time designate in writing. Monthly Rent shall be five thousand, three hundred eight dollars ($5,308.00). The rent for the first six months of the Lease shall be abated The Monthly Rent shall be abated by fifty percent (50%) (i.e. $2,654.00) for months 7 and 8 of the Lease. Starting the Third year of the Lease the Base Rent shall increase by $0.25 per square foot per year (9800 sqft x .25 = $2,450) for the remaining Term of the Lease, including extended terms, and shall be payableon a monthly basis.

4. PAYMENT.

4.1. In consideration for use of the aforementioned space, Tenant agrees to pay the Landlord as per the 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.

5. RENEWAL OPTION.

5.1. 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 Hundered Eighty (180) 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.

6. USE PROHIBITED.

6.1. The premises are leased solely to be used as Health and Fitness Center and those services currently offered, and normally and usually offer in connection with a Health and Fitness Center (the "Use"). 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. Landlord further agrees that Landlord shall not enter into any agreement with any future tenant that would compete with the Tenant, without first obtaining Tenant's written consent. Tenant shall not directly compete with any other tenant in said Shopping center, except as provided herein or a permitted Use. Tenant agrees not to operate its business under this Lease so as to breach or violate the restrictive covenants as set forth on Exhibit "B," including the 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 ina normal and usual manner consistent with its current conduct and reputation. Tenant shall keep the premises open for business during normal and customary business hours. No auction, fire or bankruptcy sales shall be conducted inthe 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, except as provided herein.

dotloop signature verification:

There shall be no outside storage, except as provided herein. In the event that any unauthorized material or vehicle must be removed by Landlord, Landlord must provide Tenant ten (10) written notice to cure the issue. Within the ten (10) notice period, Tenant shall in good faith take steps to resolve the issue within thirty (30) days. Tenant shall have a reasonable amount to time to cure the issue. If Tenant fails to good faith steps within ten (10) day notice period, then on the eleventh (11th) day, Landlord may take steps to cure the issue. 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.

7. SECURITY DEPOSIT.

7.1. Tenant shall pay the sum of **Five Thousand Three Hundred and Eight dollars ($5,308.000)** 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 ofthis Agreement. In the event that the premises are left in good state of repair, in broom-swept condition, and the Tenant has met all its obligations under this Agreement, then the Security Deposit shall be refunded to Tenant at its last known address, within thirty (30) days after the termination of the Agreement.

8. USE OF SPACE.

8.1. 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 acknowledgesthat it must remove all items from the leased premises upon termination of this Agreement; otherwise, Landlord willhave the option of disposing of these items.

9. DEFAULT BY TENANT.

9.1. 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 all remedies provided under the law.

10. ASSIGNMENT AND SUBLEASE.

10.1. 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 Dollar and 00/100 ($400.00) for administrative fees for any transfer caused by the reassignment of this Lease.

11. ORDINANCES AND STATUTES.

11.1. 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 shall be 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.

12. FIXTURES AND ALTERATIONS.

12.1. 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. All 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

dotloop signature verification:

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 to demised premises shall be made at Tenant's expense, except for improvements or required Building Code changes to the demised premises that Landlord is responsible to maintain.

13. RIGHT TO ENTER.

13.1. Upon reasonable notice, 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.

14. LANDLORD DISCLAIMER OF LIABILITIES AND FORCE MAJEURE.

14.1. **DISCLAIMER.** 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. To the extent not caused by an act or omission by Landlord or its agents, 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.

14.2. **FORCE MAJEURE.** Notwithstanding the foregoing, neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of emergency, public health emergency or pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Building is located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a "Force Majeure Event"). Landlord and Tenant acknowledge and agree that prior COVID-19 pandemic government orders directly affected health and fitness centers, which caused shutdowns, closures, and partly and whole cessation of operations for periods of time. As such Landlord and Tenant acknowledge and agree that Rent shall be abated for any period of time that Tenant's business is reduced, limited, or otherwise hindered as a result of public health emergency or pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; and/or governmental restrictions, regulations or controls. This paragraph shall be liberally interpreted in the favor of Tenant.

15. EMINENT DOMAIN.

15.1. 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.

dotloop signature verification:

16. SALE.

16.1. 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.

17. INSURANCE.

17.1. Tenant acknowledges that Landlord does not have insurance covering Tenant, its agents or employees, invitees, or clients. All property kept, stored, or maintained within the leased premises shall be at Tenant's risk. Tenant shall carry a minimum amount of liability insurance coverage of $1,000,000.00 per incident. Tenant shall furnish Landlord with a current Certificate of Insurance in which Landlord shall be named as an "Additional Insured."

18. FIRE OR OTHER CASUALTY.

18.1. In the event of a fire or other casualty in the Leased Premises, Tenant shall immediately give notice thereof to Landlord. If the Leased Premises are totally or partially destroyed by fire or other casualty so as to render the Leased Premises untenantable in whole or part, then the Rent provided for herein shall abate as to the portion of the Leased Premises rendered untenantable until the Leased Premises or the damaged portion of the Leased Premises is made tenantable. In the event of a fire or casualty to all or any portion of the Leased Premises which causes damage that can be repaired within 120 days, as estimated by a responsible contractor selected by Landlord, then Landlord shall rebuild and restore the Leased Premises to substantially the same condition as of the date hereof, limited to the extent of casualty proceeds received by Landlord less any applicable deductible. In the event of a fire or casualty to all or any portion of the Leased Premises that cannot be repaired within 120 days as estimated by a responsible contractor selected by Landlord, then Tenant or Landlord shall have the option to terminate this Lease and if Tenant terminates the Lease, Tenant shall pay to Landlord all Rent owed up to the time of such fire or casualty. If Tenant does not elect to terminate this Lease, then the Landlord shall have the option to rebuild and restore the Leased Premises to substantially the same condition as of the date hereof, limited to the extent of casualty proceeds received by Landlord less any applicable deductible. Furthermore, Landlord shall in no event be responsible for or liable to Tenant for the restoration of any improvements to the Leased Premises made by Tenant. Any repair or restoration work performed by Landlord to the Leased Premises shall be performed by Landlord in such a manner so as to minimize interference with Tenant's use of any portion of the Leased Premises that is tenantable. If the Leased Premises or any other portion of the Building is damaged by fire or other casualty resulting from the fault or negligence of Tenant or its agents, contractors, customers, employees, servants or visitors, the Rent shall not abate as to the portion of the Leased Premises rendered untenantable and Tenant shall be liable to Landlord for the cost of repair and restoration of the Building, to the extent such Rent and costs are not covered by insurance proceeds.

19. ATTORNEY'S FEES.

19.1. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expense associated with appeals.

20. SEVERANCE OR UNENFORCEABLE PROVISIONS.

20.1. 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.

21. SUBORDINATION.

21.1. 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.

dotloop signature verification:

22. ESTOPPEL CERTIFICATE BY TENANT.

22.1. 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.

23. UTILITIES AND SERVICES.

23.1. The Tenant will pay for all utilities for the operation of its 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 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.

24. PERSONAL PROPERTY TAXES.

24.1. 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.

25. COMMON AREA MAINTENANCE, REAL ESTATE TAXES, & INSURANCE INCREASE.

25.1. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Tenant shall pay to Landlord upon presentation of paid tax bill an amount Equal to its pro-rata share of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

25.2. If the premium for property, casualty and/or liability insurance (or similar insurance premiums) payable by Landlord, with respect to the Building's increase over the amount of such premiums paid by the said Landlord at the time of commencement of this Lease. Lessee shall pay to Landlord as additional rent within ten (10) days after the Landlord invoices Tenant, an amount equal to its pro-rata share of the increase in the premiums in which the leased premises are situated. In the event that such insurance premiums are assessed for a year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.Landlord shall be responsible for and obligated to pay for all common area maintenance, Insurance, all real estate taxes (not including sales tax associated with this lease

26. TENANT'S OBLIGATIONS FOR MAINTENANCE AND REPAIRS.

26.1. General. 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 is responsible for pest control for the Leased premises.

26.2. Tenant shall keep its dumpster area, if any, it's 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,

dotloop signature verification:

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.

dotloop signature verification:

26.3. 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.

26.4. **HVAC.** 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 shall be responsible for and obligated to pay up to seven hundred and fifty dollars ($750.00) per incident towards any associated repairs or replacement of any heating, ventilation, and air conditioning system ("HVAC") repair / replacement / improvement. Repairs above $750.00 require prior Lanlord approval

27. LANDLORD'S OBLIGATIONS FOR MAINTENANCE.

27.1. 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, 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.

27.2. **HVAC**

28. CONDITION OF THE PREMISES.

28.1. **Except as provided herein, Tenant accepts the facilities in an "as is" condition.** Except for any initial construction and Landlord's duty to repair and inspect as provided in Section 27 and 2.4, Tenant hereby accepts the Premises "as is" without any representation, warranty or expectation as to the condition of the Leased Premises.

28.2. **INITIAL CONSTRUCTION BY TENANT.** The responsibility for performance and payment for the initial construction of improvements on and in connection with the Leased Premises by Tenant, is set forth in Exhibit ____ attached hereto and made a part hereof, and except as expressly set forth herein, and Landlord hereby accepts and approves of all alterations and improvements set forth on Exhibit_, and all further subsequent alterations and improvements reasonable necessary to accomplish the intended alterations and improvements on Exhibit ("Tenant's Work"). Tenant shall use commercially reasonable efforts to substantially complete such construction ina timely manner, provided that in the event such substantial construction is delayed or hindered by government orders (including those for pandemics, i.e. Covid) strikes, casualties, fires, injunctions, inability to secure materials, restraints of law, actions of the elements, or any other causes beyond the reasonable control of Tenant, or by any acts or omissions of Landlord, then the construction period shall be extended to the extent of such delays. Any "delay" shall be liberally interpreted in the favor of Tenant.

28.3. **SUBSTANTIALLY COMPLETE.** Tenant's Work shall be deemed to be "substantially completed" for all purposes under this Lease if and when the Tenant's Work has been completed, except for minor, finish-out and so-called punch list items in substantial compliance with the plans and specifications therefor. Tenant further agrees that at the reasonable request of Landlord from time to time, Tenant shall furnish to Landlord a estimated timeline to reach "substantially completed."

29. **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

dotloop signature verification:

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.

30. **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.

31. **SIGNAGE.** Neither awnings, nor shades, nor signs, nor 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.

32. **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.

33. **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.

34. **RADON GAS.** The parties acknowledge that Landlord and Tenant have received the following statutory notification concerning Radon Gas:

> 34.1. **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.

35. **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, to the extent not in conflict with the provisions of the Lease Agreement. 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. To the extent not in conflict with the provisions of the Lease Agreement, and only to the extent reasonably necessary, 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.

dotloop signature verification:

AGREED and ACCEPTED this 07th day of October, 2021.

Witness to Tenant:

Tiffany N. Jones
Signature

Tiffany N. Jones
Print Name

Witness to Tenant:

Signature

Priyank Patel
Print Name

Tenant

By: Bryan May
Signature

Bryan May
Bryan May, as Managing Member of
Bar Strength & Conditioning, LLC

NOTARY PUBLIC STATE OF FLORIDA
TIFFANY N. JONES
Commission # HH 164637
Expires August 12, 2025
Bonded Thru Budget Notary Services

Witness to Landlord:

Signature

Steve Aborn
Print Name

Witness to Landlord:

Signature

Fred Blank
Print Name

Landlord

By:
Signature

Steve Aborn
Print Name

VP
Title

dotloop signature verification: dlo.loop/k0Dv-dTp2-1Ri

(k) Will light the show windows of tile 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 or which they are constructed and will not permit any foreign substance of any kind to be throw 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, 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.

dotloop signature verification:

RULES AND REGULATIONS

Tenant covenants end 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) Except in conjunction with the normal use and operation of a Health and Fitness Center, 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) Except in conjunction with the normal use and operation of a Health and Fitness Center, 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;

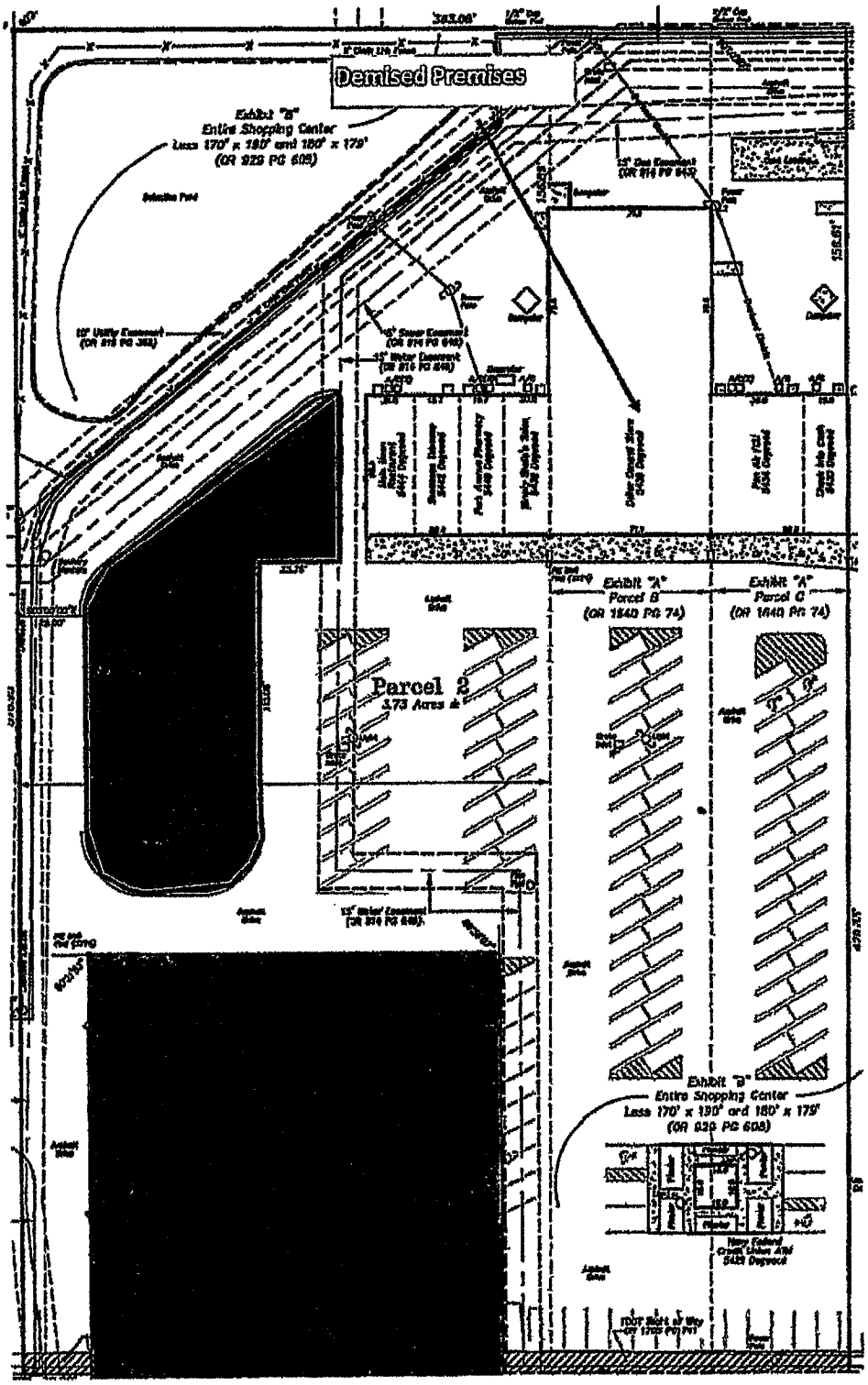
(h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;

(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;

dotloop signature verification:

EXHIBIT A



dotloop signature verification:

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 footarea 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

Notwithstanding the foregoing, Harco Drugs or Vann 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.

dotloop signature verification:

Check Into Cash

4. **EXCLUSIVE USE:** Landlord agrees not to enter into any new leases for space within the shopping center property (including out-parcels) with a tenant who provides or brokers any type of "payday advance services" or "pay-day" loans. Further, the Landlord shall not grant permission to any existing tenant for such use if Landlord's approval is required by tenant's lease. In additional to any other remedies Tenant may have under the law, if Landlord violates this exclusive and does not cure within ninety (90) days of receiving written notice from Tenant, Tenant may remain at 50% of the rent, CAM, taxes, insurance, or any other charges for which Tenant is responsible until such violation is cured. If the violation is not cured within ninety (90) days after Tenant has notified Landlord of said violation, Tenant shall also have the right to terminate the Lease by giving Landlord written notice or return to payment of regular ibed rent amount after the 90 day period. Tenant acknowledges that the Anchor Tenant may have an unrestricted right to use its premises and no such use by Anchor Tenant shall constitute a violation of this clause. If Tenant shall cease to operate for more that sixty (60) days for any reason other than a casualty or remodeling, this exclusive clause shall be omitted from this lease agreement and no longer apply.

Manicures and Pedicures

Hair Cuts

dotloop signature verification: dtlp.us/ipDv-cTjP-108

EXHIBIT C
SIGN CRITERIA

Must be approved by landlord

ADDENDUM TO LEASE AGREEMENT

This lease addendum dated January 27, 2022 is an addendum to the lease dated November 1. 2021 between **Milton Commercial Properties LLC** and **Bar Strength & Conditioning, LLC.**

NOW THEREFORE, in consideration of the mutual covenant and conditions hereinafter set forth, the parties agree as follows:

1. The Landlord's option to terminate the Lease as mentioned in section 2.3 shall now expire March 31, 2022.

2. Except as modified above, all other terms, provisions, and conditions of the lease shall remain in effect

TENANT	OWNER
Bar Strength & Conditioning, LLC	Milton Commercial Properties LLC
Bryan May	
SIGNATURE	SIGNATURE
Bryan May / Owner	Bo Shaner, VP
NAME / TITLE	NAME / TITLE

dotloop signature verification: dtlp.us/Z0Cg-6Sou-wzdC

City of Milton Office of Economic Development

Business Improvement Program

DATE OF APPLICATION: _____
NAME OF BUSINESS (Legal and DBA, if Different): Oh Sugar Milton FL DBA The Sweet Greek Milton FL
BUSINESS OWNER(S): Melissa Glyptis Simpson
PROPERTY OWNER(S) (IF DIFFERENT): Margaret Reis for Milton Revival LLC

GRANT CATEGORY: Business Expansion Grant
TOTAL AMOUNT REQUESTED (MAXIMUM $5,000): $ 5,000.00
TOTAL AMOUNT OF MATCH (MINIMUM 100%): $ 100%
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): $ 50,000.00

ADDRESS OF PROJECT: 5237 Willing St Milton Fl 32570
PROJECT NAME: Sweet Greek Renovation

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):

Melissa Glyptis Simpson
5568 Woodbine Rd Suite 500
Pace FL 32571

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

Melissa Glyptis Simpson — dotloop verified 04/15/22 8:10 AM CDT MQJ0-HTGQ-SX8D-CMHU

Margaret Ries — dotloop verified 04/15/22 8:58 AM CDT GTLM-PVX9-K6W6-FL5A

TELEPHONE # (850) _____ CELL # 919-402-3295 EMAIL thesweetgreekmiltonfl@gmail.com

For official use only:

DATE & TIME APPLICATION RECEIVED: 5/15/22 RECEIVED BY: _____

Via Email

dotloop signature verification: dtlp.us/Z0Cg-6Sou-wzdC

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.

Melissa Glyptis Simpson for the Sweet Greek Milton FL

Grantee Name (Please Print)

Melissa Glyptis Simpson dotloop verified 04/15/22 8:10 AM CDT TTON-JJN1-OM7R-C6NG

Grantee Signature Date

Margaret Ries for Milton Revival LLC

Property Owner Name (Please Print)

Margaret Ries dotloop verified 04/15/22 8:58 AM CDT LQND-HHNJ-HGNA-YKTT

Property Owner Signature Date

City of Milton (Please Print)

City Manager Signature Date

Brief Business Summary:

The Sweet Greek is a family run business that spans generations of original family recipes from Greece while adding a little twist on modern treats. The Sweet Greek uses 100 year old recipes that have been passed down through the family with all the little secrets for the true authentic experience. Our family has joined across state lines and also brought another family business, Viores Fine Candies and Chocolates to our community, a 100 year old chocolate company brought over from Greece and continued on by our dear cousins in Pennsylvania.

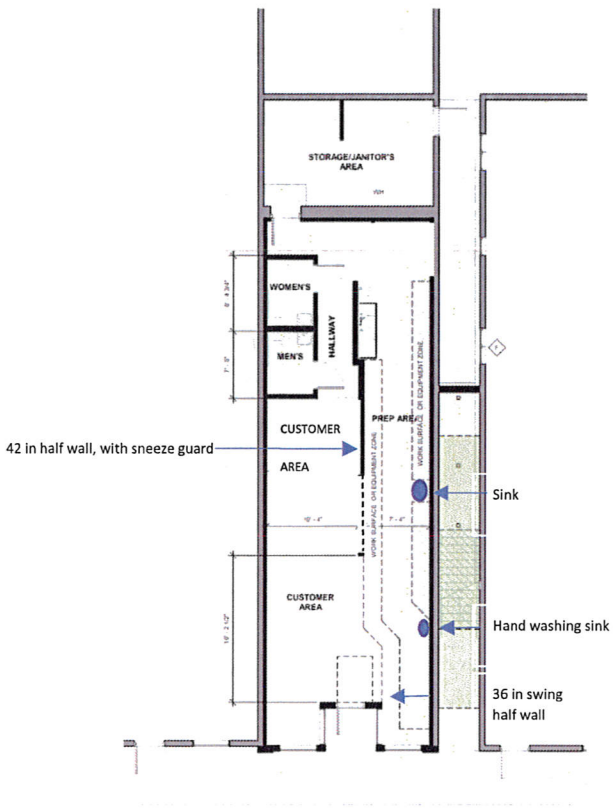
Our retail shop will provide an upscale environment with attention placed on the quality of the ingredients all while staying as authentic as possible to our Greek roots and sprinkling a little flair on traditional items. And of course, what kind of Greeks would we be, if we did not try to teach you a little Greek and some of our traditions and history all at the same time. We look forward to seeing you at our establishment to enjoy the environment and eat well.

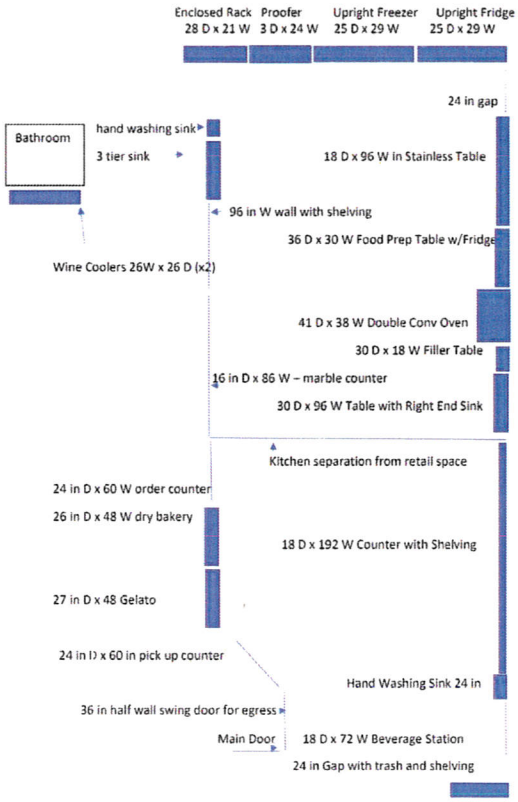
Family History Summary:

Much of my youth was spent visiting my YiaYia (Grandmother) and Papou (Grandfather) during the summers and holidays in Tampa, Fl. Unlike most vacations spent at the beach, most of my time was in the kitchen and at various restaurants and Church functions being taught the fine art of Greek Cuisine. My family's roots in the restaurant business are lengthy and full of amazing stories, beginning with my Great Grandparents, Steve and Clara Graham who immigrated from Fourni Ikaria, Greece. They owned and operated the Brass Rail Bar & Grill and Graham's Restaurant in Warren, Ohio where my YiaYia, Gramate "GiGi" worked. The family restaurant expanded when my Papou, Constantinos "Gus" Glyptis, arrived in Boston from Kardamyla Chios, Greece. After spending time in New York, he made his way to Pennsylvania and later Ohio where he was shortly thereafter arranged to marry my YiaYia by the Greek Orthodox Church via a push from the FBI (another one of many interesting stories). Shortly after being married my Papou was sent back to Europe as a member of the US Army. My Papou was a World War II European Campaign veteran, earning a Bronze Star. He earned the Good Conduct Medal, American Campaign Medal, World War II Victory Medal, and European-African-Middle East Campaign Medal with three Bronze Stars. He was a Rifle Expert, and a Carbine marksman and served at Omaha Beach and throughout Belgium and was at the Battle of the Bulge at Bastonne. He was honorably discharged from the Army in January 1946 where he returned to Warren, OH and re-entered into the restaurant business alongside my YiaYia. Many of the fantastic stories of the family history along with the recipes themselves were shared while being prepared in our home, various restaurants and of course the Greek Orthodox Church. The history, customs and culture shared during these moments are why I have decided to bring this business to Milton, Fl. It is time for my two children, Constantina and Gramate, to learn their family history the best way possible; by way of the family table, which we will share with everyone. Our family ties to our cousins throughout the US continue to remain strong as we share the old recipes through oral traditions while making sure we write the information down for future generations. While not financially responsible to do so, we felt the desire to bring as many of our family items to the area as possible. In addition to the items being prepared, we are partnering with our cousins in Pennsylvania to transport the family's Chocolates from our 100 year old Chocolate Company, Viores Fine Candies & Chocolates. It will be an added treat as we are able to sustain the production and transportation of the Chocolate until the girls are old enough to travel and spend time with their Nouna's (Godmother's), learning how to make the Chocolate, as it has been done for the last 100 years. With the recent passing of our cousin's patriarch Franzee "Frank" Barlamas (my Papou's cousin), who ran the Atlas Beverage Co., Barlamas Luncheonette, Willow's Pool Club, Viores Candies, Franzee/ Javy's Banquet Halls and Johnny's Sandwich Shop, it becomes even more apparent that the time to start this business is now. This store is being dedicated to the memory of my YiaYia and Papou, Gramate and Gus Glyptis and to Frank Barlamas and his family. Their dedication to the Church, their families and their communities are an inspiration and need to be remembered and taught in more ways than one to my children. We have conducted trials in Escambia, Santa Rosa and Okaloosa County and will use the data derived as a benchmark for the opening. Our hope is that we can expand the menu and introduce more variations and foods as items are enjoyed specifically in Milton. As we grow more popular, so will our menu. We look forward to starting this business in the Historic District of Milton and cannot wait to have everyone enjoy our culture, history, and environment.

Renovations Summary:

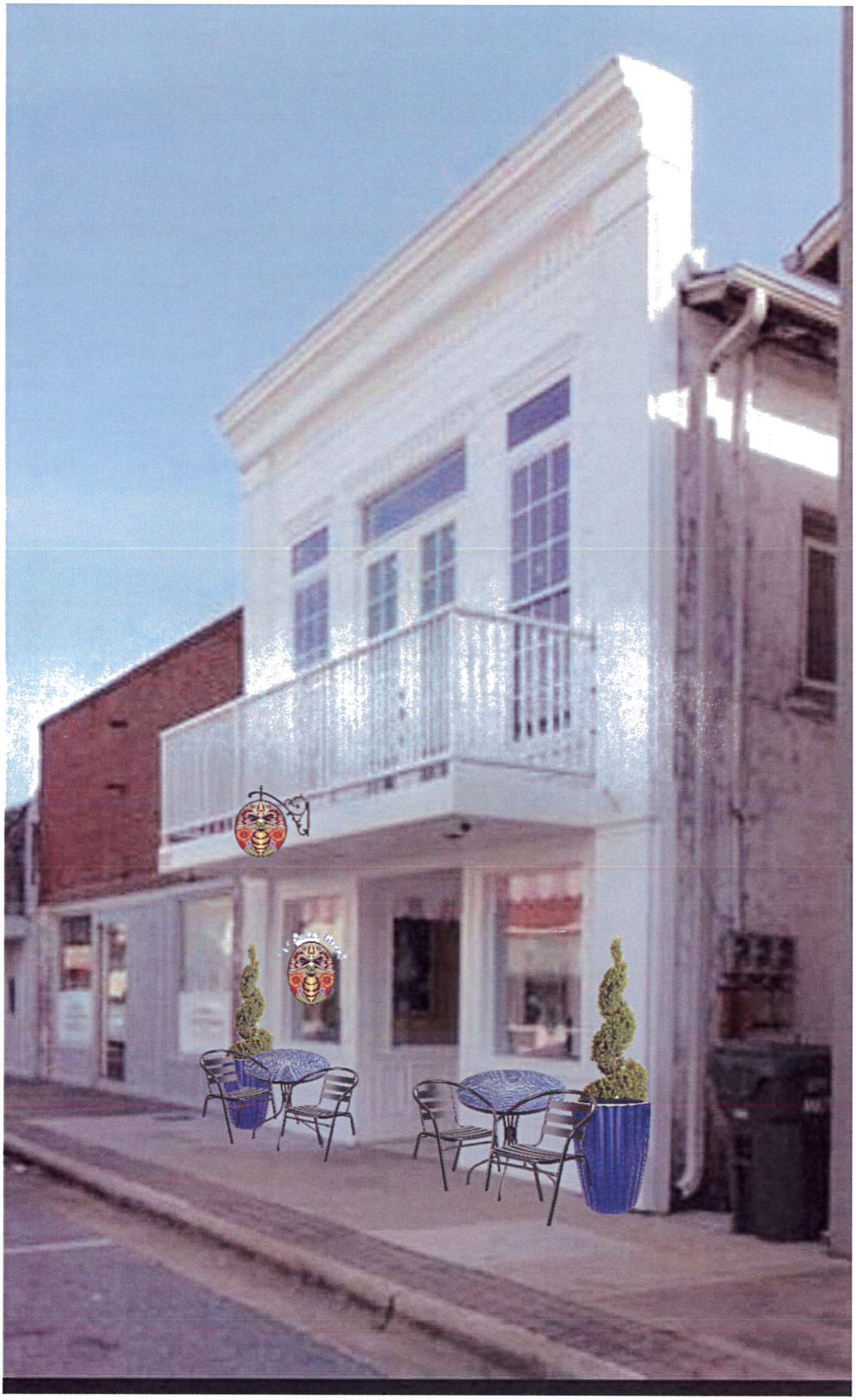
Our location was very selective as we want to be a catalyst to improving the Downtown as so many others are doing already. The location at 5237 Willing was perfect as the exterior gives you the classic Greek look of all white, while still having the old historic downtown look to the front façade. Our improvements, along with the Landlord's are quite extensive, resulting in a full remodel of the building. Our architect, BA Architect Group Inc and general contractor, Olvera Company Inc., have placed permits with the City of Milton to ensure we are to code with life safety, fire, building, ..etc so we have the safest and cleanest environment possible for our employees and customers. Our site will have new HVAC, new tile flooring, extensive repairs to the drywall, repainted top to bottom, new light fixtures, new kitchen, and all new décor working within the Greek theme and traditional colors of Greece; white, blue and gold. Classical art work with modern accents will be throughout and a casual waiting area for easy grab and go service. Additional space will be created where others can stay and enjoy the atmosphere and conduct business, read a book or simply sit and relax. Current concept examples are below





The Sωεετ Greek

Milton FL



We are requesting the grant in order to obtain a specific storage system for our Chocolates that are being shipped down from Pennsylvania. The chocolates must be kept at correct temperature and humidity in order to keep in between shipping seasons. As it is too hot to ship the product during the summer, we must complete large shipments during the Fall, Winter and Spring. We are requesting a total of two (2) cabinets that have both the humidity control and temperature control. Through hours of searches online, we are unable to find any other product that can do both other than the one presented. All other items found are only temperature controlled. Our options were a humidor for cigars or a wine cooler. This one item gave us both.

Any unused funds will be used towards additional equipment. We have provided additional documentation for, the electric single phase convection ovens we are considering.

1st Class HUMIDORS
Humidors & Accessories at Unbelievable Prices

We're Open While we are currently maintaining regular shipping operations, our COVID-19 saftey protocols may result in slight delays with your orders.

Login | My Account | Track Order

Toll Free order line: 888.396.6838

Spring Deals Customer Service Humidor Setup About Us Contact Us Shopping Cart

Operator ONLINE Click here to chat

Click image above to enlarge

MORE VIEWS

THE Randolph

Sale Price: $2,495.00
Retail Price: $3,650.00
You Save: $1,155.00
or Name Your Price

Item #: RNDPHW
Availability: **In stock**

Add to Wishlist

FREE SHIPPING on cigar accessory orders over $75

JOIN OUR MAILING LIST

Receive special promotions & discounts & sign me up for a chance to win a Free Humidor

[Enter Email]

Sign Me Up!

Product Description Details Customers Also Purchased Reviews

Product Description

The Randolph wine cabinet exudes a sumptuous flair in design while simultaneously preserving, protecting and showcasing your collection. This cabinet brings cutting-edge refrigeration & humidity control technology together in a remarkable chic design. From its dark cherry finish to its embossed side panels and crown molding detail, this work of art is easily recognized as the center piece in any room. The Randolph's refrigeration system outperforms the competition in terms of quietness, temperature and humidity performance. Each cabinet is outfitted with all-wood universal wine racking to accommodate a variety of different sized bottles. On-board user electronic climate control allows for ambient temperature and relative humidity to be adjusted and monitored through an electronic display in the front upper portion of the cabinet. All configurations are saved to memory so that optimal storage conditions are maintained for 66-85 bottles. Color coded LED lights indicate when the unit is active in heating, cooling and humidification modes. Includes a defogging feature to keep the glass door clear of condensation and a bright white LED lighting system. The Randolph cabinet has a fantastic solid weight and feel which is easily realized from the instant you open the door. This unit is equipped with 5 drawer style bottle shelves set on metal slides for smooth operation. The top 4 shelves are situated at an angle for easy viewing and the bottom is set flat. Shelves can be completely removed for maximum bottle storage. Each sliding shelf is adjustable and removable. No assembly or water lines required. Just connect the Randolph to a 110/120v outlet, choose your climate settings, load in your bottles and you are on your way! The cabinet ships fully assembled in a factory sealed box, includes a lock and key set and an easy to follow operating manual. The Randolph cabinet provides the best in quality wine storage at a fantastic price!

1st Class CIGAR HUMIDORS
Why Shop with Us?

Money Back Guarantee
Fantastic Prices
No Sales Tax (Except FL)
Lowest Price Guarantee
Huge Selection
Exceptional Service
Personalized Engraving

We accept

Capacity: 66-85 Bottles
Dark Cherry Finish
Embossed Wood Side Panels & Crown Molding
Full Length Tinted Tempered Glass Door
Digital Control Panel
Monitor Temperature & Humidity Levels Through On-Board Display
User Adjustable Temperature & Humidity Settings
Advanced Cooling & Heating System
High Performance Compressor for Super Quiet Operation
Temperature Adjustable From 41F-71F
Toggle Between Celsius Or Fahrenheit
Ensures stable humidity between 58 - 78% with excess moisture discharged out of the cabinet
Demist Feature Keeps Glass Clear of Condensation
Heavy Duty Door Seal
5 Drawer Style Bottle Shelves On Metal Slides
Flat & Angled Storage
Brilliant White LED Interior Lighting System
Built-in Auxiliary Fan Evenly Balances Humidity & Temperature
Solid Hardwood Construction
Lock And Key
26" W x 26" D x 52-3/4" H

You May Also Like

THE Lemans

$899.00
Item# BRBTS
view

2000 Ct. Cabinet Humidor w/ 6 Removable Trays & 12 Humidifiers.

THE Redford

Was: ~~$2,250.00~~
Now: $2,099.00
Item# RDFD
view

1250 Ct Electronic Climate Controlled Cigar Cabinet. Auto-Regulates Temp & Humidity

THE Reagan

$4,795.00
Item# REAGN
view

4000 Ct Automatic Climate Controlled Cigar Humidor Cabinets w/ Digital Display

Have a Question?

Please feel free to contact us if you have any questions. We will be glad to help!

Name:

Email:

Telephone:

Comment:

Enter security code

Deliver to Melissa
Pace 32571
Appliances
Hello, Melissa
Account & Lists
Returns
& Orders
10
Subtotal
$16,648.34

All Buy Again Amazon Basics Today's Deals Coupons Shopper Toolkit Pet Supplies Health & Household Beauty & Personal Care

Appliances Best Sellers Refrigeration Cooking Washers & Dryers Dishwashers Parts & Accessories

amazon pharmacy The pharmacy that really delivers Learn more ›

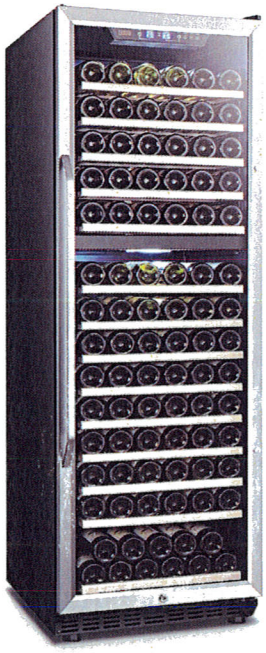
$1,789.00

$2,999.00

$4,927.99

$139.49

$224.99



Roll over image to zoom in

Lanbo Dual Zone Compressor Red Wine Cooler with Wooden Shelves, 160 Bottles

Visit the Lanbo Store

32 ratings | 22 answered questions

$1,789.00

Coupon Save an extra $90 when you apply this coupon. Terms

Get $60 off instantly: Pay $1,729.00 ~~$1,789.00~~ upon approval for the Amazon Prime Store Card. No annual fee.

- MOST ENERGY EFFICIENT: This wine cellar cooler contributes to protecting the environment by reducing energy consumption. Up to 55% less energy consumed compared to traditional wine fridge and uses enviromentally friendly R600a refrigerant.
- TINTED GLASS DOOR: For durable and easily matching using, the door of any LANBO products is made of double-pane glass to protect the wine from outdoor harmful UV rays and easy to see your great collections.
- DUAL TEMPERATURE ZONES: With dual zone functionality both the top zone and the bottom zone are accurately controlled by the sophisticated and sensitive controls to maintain ideal serving temperatures.
- REMOVABLE WOODEN SHELVES: The wine cellar refrigerator contains 5 beech wooden shelves in the upper zone and 9 in the lower zone. It can hold up to 160 bottles of 750ml standard Bordeaux and the bottom shelf has large capacity that you can load large bottles.
- CONTINUAL FRESH AIR FLOW: Carbon filter ensures that fresh air can circulate throughout the cabinet and assists in maintaining proper humidity.

› See more product details

Compare with similar items

$1,789.00

FREE scheduled delivery as soon as **Wednesday, April 20, 9 AM - 9 PM**

Deliver to Melissa - Pace 32571

Only 8 left in stock - order soon.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Amazon
Sold by Lanbo Appliance
Packaging Shows what's inside a...

Details

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Support: Free Amazon product support included

Add a Protection Plan:

☐ 5-Year Appliance Protection Plan for $259.99

☐ Add a gift receipt for easy returns

Add to List

Share

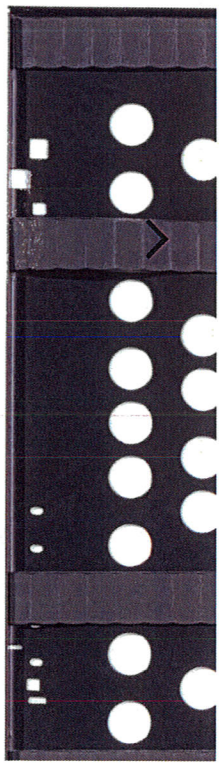
Have one to sell?

Sell on Amazon

N'FINITY LX Dual Zone MAX Wine Cellar (Stainless Steel Door)

★★★★☆ 32 Reviews Item # 237 09 87 001

() ()



$2,699.00

Starting at 0% APR or $132/mo with affirm. Prequalify Now

FREE SHIPPING *($200 IN SAVINGS!)*

SELECT YOUR OPTIONS:

Hinge Side :

- Select -

QTY

1

ADD TO CART

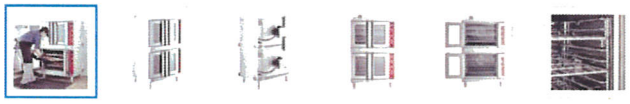
WebstaurantStore Account Cart 14

Search 360,000+ products Search

‹ 240 Volts Commercial Convection Ovens

Cooking Performance Group FEC200DK Double Deck Standard Depth Full Size Convection Oven - 240V, 1 Phase, 22 kW

Item #: 351FEC200DK



Free Shipping

appliances connection

Shopping Cart

Shopping Cart

GET 5% BACK
ON AN APPLIANCES CONNECTION GIFT CARD

When using 6 or 12 months financing on purchases over $999 with your Appliances Connection Credit Card[1]

SHOP NOW

Shop With Confidence

You'll pay nothing if unauthorized charges are made to your credit card as a result of shopping at Appliances Connection. All information is encrypted and transmitted without risk using a Secure Sockets Layer (SSL) protocol.

Norton SECURED McAfee SECURE

SPECIAL FINANCING OPTIONS AVAILABLE[2] SHOP NOW

Item:	Quantity:	Price:
Sierra SRCOE Estimated Delivery Between June 3, 2022 - July 15, 2022	1	$4,317.75

Extended Warranties

Add an extended warranty for your product:

- None
- 3 Year Warranty on Major Appliance Under $5,000 for Commerci... $399.00
- 5 Year Warranty on Major Appliance Under $5,000 for Commerci... $499.00

Save For Later Remove

Email Cart Save Cart Items to Wishlist

Download Combined Specs Cart ID: SV8VL8-C4C

ORDER SUMMARY

SECURE CHECKOUT

Subtotal	$4,317.75
Shipping	FREE
Estimated Sales Tax	$302.24
Add Promo Code	
TOTAL PRICE	**$4,619.99**

SECURE CHECKOUT

Get a 5% Appliances Connection Gift Card when using 6 months financing on orders over $999 with purchase on your Appliances Connection Credit Card[3]

Learn More about Financing Options

Apply Today

CONGRATULATIONS

You earn **4317 POINTS** with this purchase. **Click here** for details.

Shipping Options More Details

Milton, FL 32571 (Change)

Curbside Delivery: FREE

Other Payment Services

stripe

PayPal

Verify your eligibility for ID.me

Verify with ID.me

Verify your eligibility for MilVetID

WebstaurantStore Account Cart 10

Search 360,000+ products Search

‹ 240 Volts Commercial Convection Ovens

Vulcan VC55ED-240/1 Double Deck Full Size Electric Convection Oven - 240V, 1 Phase, 24 kW

Item #: 901VC55EDD MFR #: VC55ED 240/1

Free Shipping

Retail Price
$10,390.00

Lowest Price Guarantee
Chat Now ›

Ships free with

Due to a manufacturer's price increase, this price will increase by **14.00%** on 06/01/22

1 Add to Cart

Earn up to $311.70 back (31,170 points)
with a Webstaurant Rewards Visa® Credit Card

Wish List | Rapid Reorder

Other Available Voltages:

240V, 1 Phase
240V, 3 Phase

- Double deck design with an interior light per section
- Solid state controls with temperature range of 150-500 degrees Fahrenheit
- 5 nickel plated oven Grab-n-Go racks with 11 rack positions per oven
- Independently operated doors with double pane windows
- Porcelain enamel interior with stainless steel exterior; 8" legs
- Oven cool switch for rapid cool down
- 1/2 hp two speed blower motor per oven
- Ships 3 phase; field convertible to 1 phase

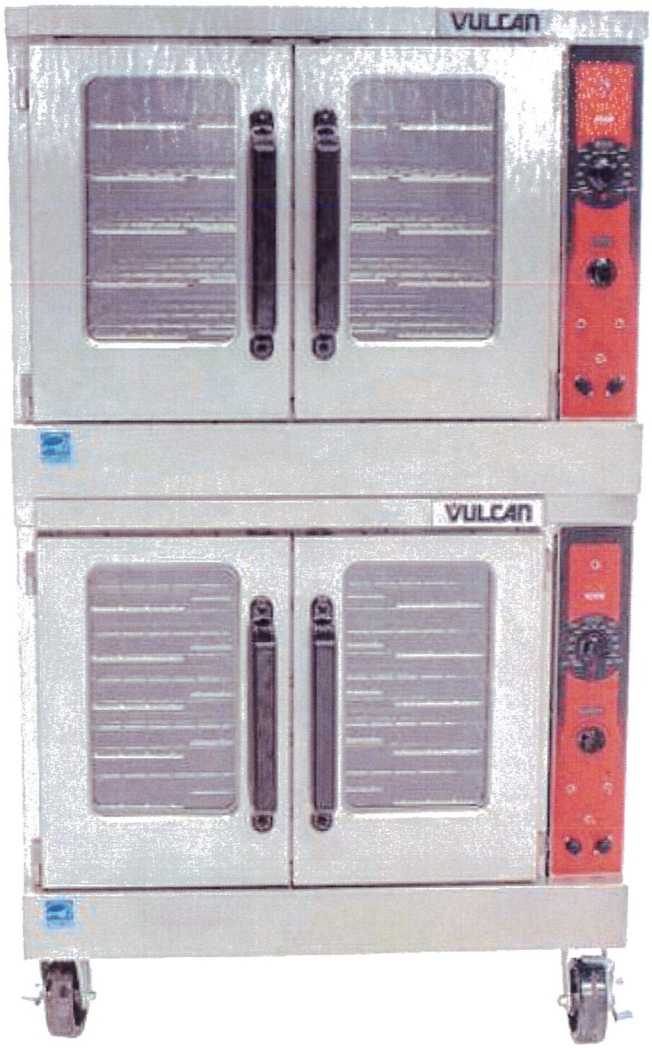
UPC Code: 400012093982

Quick Shipping
Usually ships in **1 business day**

VULCAN

View all Vulcan Commercial Convection Ovens

Convection Oven, electric, double-deck, standard depth, solid state controls, 5-hour timer with



Picture may include options or accessories that are not included.

Model Number: VUL-VC55ED

$17,245.00
Priced Per: Each
Free Shipping (See details) (https://www.hotelrestaurantsupply.com/shipping.html)

Lowest Price Guarantee
Call 800-931-0116 x 702

1 + −

ADD

Add To Project

APPLY FOR FINANCING
(https://navitex.navitascredit.com/resource_centers/HotelRestaurantSupply_CE_EKuskin)

Product Description

Convection Oven, electric, double-deck, standard depth, solid state controls, 5-hour timer with digital display enhancement, 150° to 500°F temperature range, (5) oven racks per deck, independently operated removable doors with double pane windows, porcelain on steel interior, interior light, stainless steel front, top, & sides, 8" stainless steel legs, (2) 1/2 HP blower motors, 25.0kW, NSF, UL, ENERGY STAR®

Dimensions provided by manufacturer are not guaranteed to be precise product dimensions

Height -	68.60 inches
Width -	40.10 inches
Depth -	40.00 inches

Sub-category	-	Convection Oven, Electric
Energy Efficiency	-	Energy Star®
Deck Qty	-	2 Decks
Type	-	Standard
Size	-	Full/standard Size
Base	-	Stacked

Translate ▼

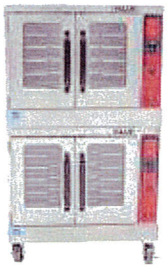
Kw (per Deck)	-	11.0 - 15.99 Kw
Exterior Finish	-	Stainless Steel Front, Top & Sides
Interior Finish	-	Porcelain Interior
Capacity Per Compartment	-	5 Pan Capacity, Per Compartment
Control Type	-	Solid State Controls

Specifications

View Specification Sheet (/pdfspecs/F47163.pdf)
(opens in a new window or tab)

Manufacturer	Vulcan
Model #	VUL-VC55ED
Mfg Part #	VC55ED
Priced Per	Each
Shipping Weight	674.00 pounds
Availability	Manufacturer Ships Direct
Shipping Information	Free Shipping

Recently Viewed Items



Convection Oven, electric, double-deck, standard depth, solid state controls, 5-hour timer with

(https://www.hotelrestaurantsupply.com/VUL-VC55ED.html)

Join the HRS Club

Receive members-only pricing and exclusive offers.

Translate ▼

Enter your email address...

Division of Corporations
an official State of Florida website

Fictitious Name Registration Payment

THE SWEET GREEK MILTON FL

Thank you for filing your Fictitious Name Registration online.

Your confirmation/tracking number is XXXXXXX
Your charge amount is XXXXXXX

File another Fictitious Name Registration | File a different document

Detail by Entity Name

Florida Limited Liability Company
OH SUGAR MILTON FL LLC

Filing Information

Document Number	L21000489058
FEI/EIN Number	87-3543959
Date Filed	11/15/2021
Effective Date	11/12/2021
State	FL
Status	ACTIVE

Principal Address

5985 CURTIS RD.
PACE, FL 32571

Mailing Address

5985 CURTIS RD.
PACE, FL 32571

Registered Agent Name & Address

SIMPSON, MELISSA G
5985 CURTIS RD.
PACE, FL 32571

Authorized Person(s) Detail

Name & Address

Title AMBR

SIMPSON, MELISSA G
5985 CURTIS RD.
PACE, FL 32571

Title CD

SIMPSON, TABITHA C
5985 CURTIS RD.
PACE, FL 32571

Title ID

SIMPSON, SADIE A

5985 CURTIS RD.
PACE, FL 32571

Title Secretary

RIDGWAY, ANNE M
8739 MEADOWBROOK DR.
PENSACOLA, FL 32514

Annual Reports

Report Year	Filed Date
2022	02/03/2022

Document Images

02/03/2022 -- ANNUAL REPORT	View image in PDF format
11/15/2021 -- Florida Limited Liability	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
TAPCO UNDERWRITERS (NC) P.O. Box 286 Burlington, NC 27216-0286	PHONE (A/C No, Ext): FAX (A/C No):	
	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED MEL SELLS CRE LLC 5237 WILLING ST MILTON, FL 32570	INSURER A: United States Liability Insurance Company	[redacted]
	INSUREB B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			GL 1124046	11/11/2021	11/11/2022	EACH OCCURENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS-COMP/OP AGG	Included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] **DED** [ ] **RETENTION $**						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSASION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

Office. Milton Revival, LLC is an additional insured per CG 20 11 04 13

CERTIFICATE HOLDER	CANCELLATION
Milton Revival, LLC 4895 Kolb Road Milton, FL 32570	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

Copyright 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 493

LOC #: All

ADDITIONAL REMARKS SCHEDULE

AGENCY TAPCO UNDERWRITERS (NC)		INSURED MEL SELLS CRE LLC 5237 WILLING ST MILTON, FL 32570
POLICY NUMBER GL 1124046		
CARRIER United States Liability Insurance Company	NAIC CODE 25895	EFFECTIVE DATE: 11/11/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PART	LIMITS
Commercial Liability	
Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	$1,000,000
Medical Expense (Any One Person)	$5,000
Damages To Premises Rented To You (Any One Premises)	$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	$2,000,000

Copyright 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 482-1052

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: MARGARET REIS

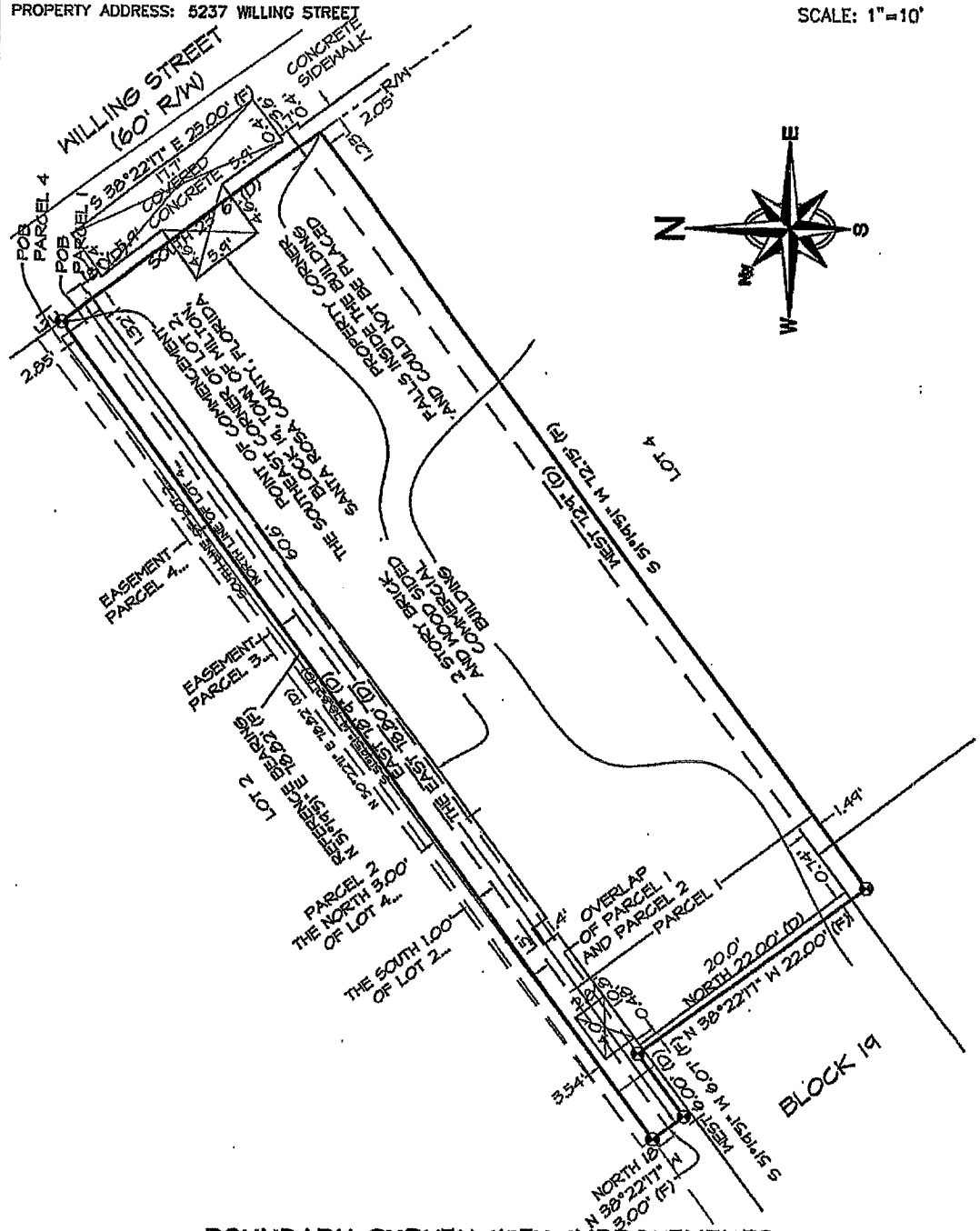
REQUESTED BY: MELISSA SIMPSON/COLDWELL BANKER

JOB NO.: 20-22045-18

DATE: FEBRUARY 12, 2018

PROPERTY ADDRESS: 5237 WILLING STREET

SCALE: 1"=10'



BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: SEE SHEET 2 OF 2

SEC. 3, TWP. 1, RGE. 28W, SANTA ROSA COUNTY, STATE OF FLORIDA.

RECORDED O.R. BOOK 3377, PAGE 166. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 2/9/18, FIELD BOOK: RM34, PG. 6

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R. Thompson 2/12/18

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1062

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: MARGARET REIS

REQUESTED BY: MELISSA SIMPSON/COLDWELL BANKER

JOB NO.: 20-22045-18

DATE: FEBRUARY 12, 2018

PROPERTY ADDRESS: 5237 WILLING STREET

SCALE: 1"=10'

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 3371, PAGE: 166)

PARCEL 1: BEGINNING AT A POINT 18 INCHES SOUTH OF THE NORTHEAST CORNER OF LOT 4, BLOCK 19, ACCORDING TO THE PLAT OF THE TOWN OF MILTON, FLORIDA ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT FOR SANTA ROSA COUNTY, FLORIDA; THENCE SOUTH ON EAST LINE OF SAID LOT 23, FEET 6 INCHES AND CORNER; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 72 FEET 9 INCHES AND CORNER; THENCE NORTH 22 FEET PARALLEL WITH THE EAST LINE OF LOT 4 AND CORNER; THENCE WEST 6 FEET PARALLEL WITH NORTH LINE OF LOT 4 AND CORNER; THENCE NORTH PARALLEL WITH EAST LINE OF LOT 4, 18 INCHES AND CORNER; THENCE EAST PARALLEL WITH NORTH LINE OF LOT 4 AND 18 INCHES SOUTH OF SAID NORTH LINE A DISTANCE OF 78 FEET 9 INCHES TO POINT OF BEGINNING.

PARCEL 2: THE NORTH 8 FEET OF THE EAST 78.8 FEET OF LOT 4, BLOCK 19, TOWN OF MILTON, ACCORDING TO THE PLAT ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF SANTA ROSA COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 3: THE SOUTH 1 FOOT OF THE EAST 78.80 FEET OF LOT 2, BLOCK 19, TOWN OF MILTON, ACCORDING TO THE PLAT ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF SANTA ROSA COUNTY, FLORIDA.

PARCEL 4" COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 19, TOWN OF MILTON, ACCORDING TO THE PLAT ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF SANTA ROSA COUNTY, FLORIDA; THENCE GO NORTH 34 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, BLOCK 19, ALSO THE WESTERLY RIGHT OF WAY LINE OF WILLING STREET, FOR A DISTANCE OF 1.00 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LIEN OF LOT 2, BLOCK 19, ALSO THE WESTERLY RIGHT OF WAY LINE OF WILLING STREET GO SOUTH 51 DEGREES 19 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 78.82 FEET; THENCE GO NORTH 50 DEGREES 22 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 78.82 FEET TO THE APORESAID EAST LINE OF LOT 2, BLOCK 19, ALSO THE WESTERLY RIGHT OF WAY LINE OF WILLING STREET; THENCE GO SOUTH 34 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF LOT 2, BLOCK 19, ALSO THE WESTERLY RIGHT OF WAY LINE OF WILLING STREET, FOR A DISTANCE OF 1.32 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND SITUATE IN SECTION 3, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 51 DEGREES 19 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF THE PROPERTY AS PER THE DESCRIPTION AS FURNISHED.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", INSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF SANTA ROSA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12113C 0451 G, REVISED DECEMBER 19, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.17052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 7271 (PLACED)
(D) ~ DEED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
P.O.B. ~ POINT OF BEGINNING
SEC. ~ SECTION
TWP. ~ TOWNSHIP
RGE. ~ RANGE
O.R. ~ OFFICIAL RECORD
PG. ~ PAGE

CERTIFICATIONS:

MARGARET M. RIES
CENTENNIAL BANK
WILSON, HARRELL, FARRINGTON, FORD, ET. AL., P.A.
WESTCOR LAND TITLE INSURANCE COMPANY

BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 2 OF 2 *MEASUREMENTS MADE TO UNITED STATES STANDARDS* P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: SEE ABOVE DESCRIPTION

SEC. 3, TWP. 1, RGE. 28W, SANTA ROSA COUNTY, STATE OF FLORIDA.

RECORDED O.R. BOOK 3377, PAGE 166, *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 2/9/18, FIELD BOOK: RM34, PG. 6

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R. Thompson 2/12/18

FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

REVISIONS:

FRED R. THOMPSON
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA

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

Home Search Map

Parcel Information

Parcel Number	03-1N-28-2530-01900-0040
Situs/Physical Address	5237 WILLING ST MILTON
Property Usage	RESTAURANTS/CAFETERI (2100)
Section-Township-Range	03-1N-28
Tax District	MILTON
2020 Millage Rates	0.01501870
Acreage	0.04
Homestead	N
Brief Legal Description	TOWN OF MILTON PORT OF BLK 19PARCEL 1: BEG AT PT 18 IN S OFNE CORN LOT 4 THN S ON E LT LN23 FT 6 IN & CORN THN W PARALLEL TO N LOT LN 72 FT 9 IN &CORN THN N 22 FT PARALLEL TO ELN LOT 4 & CORN THN W 6 FTPARALLEL TO N LN LOT 4 & CORNTHN N PARALLEL TO E LN LOT 418 IN & CORN THN E PARALLEL TON LN OF LT 4 & 18 IN S OF N LNFOR 78.9 FT TO POB & PARCEL 2N 3 FT OF TH E 78.8 FT OF LOT4 & PARCELS 3 & 4 BEING ESMNT& R/W ALL AS DES IN OR 3707 PG1611

Owner Information

Primary Owner

Milton Revival Llc
4895 Kolb Dr
Milton, FL 32570

Valuation

	2019 Certified	2020 Certified	2021 Certified
Building	$104,237.00	$101,457.00	$103,153.00
Extra Feature	$0.00	$0.00	$0.00
Land Value	$7,625.00	$7,625.00	$7,625.00
Land Agricultural Value	$0.00	$0.00	$0.00
Agricultural (Market) Value	$0.00	$0.00	$0.00
Just (Market) Value*	$111,862.00	$109,082.00	$110,778.00
Co. Assessed Value	$111,862.00	$109,082.00	$110,778.00
Exempt Value	$0.00	$0.00	$0.00
Co. Taxable Value	$111,862.00	$109,082.00	$110,778.00

Start Chat

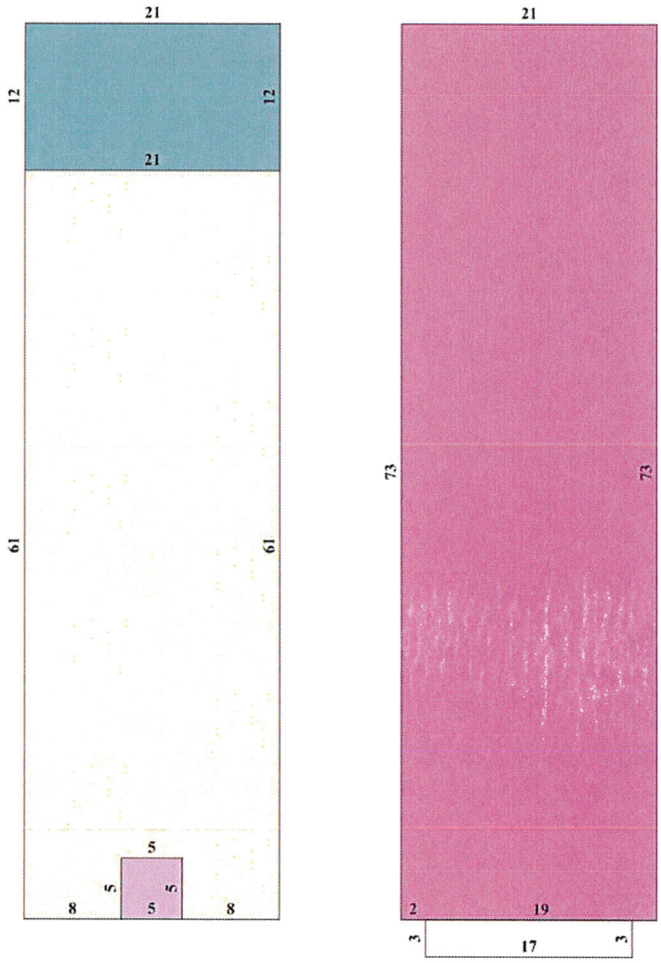
Residential Buildings

Building 1

Type	RESTAURANT
Total Area	3117
Heated Area	1256.00
Ext Walls	CONC BLOCK ; BRICK
Roof Cover	BUILT-UP
Interior Walls	DRYWALL
Foundation	BLOCK/MASN
Frame	MASONRY
Floor	CLAY/CERMC
Heat Type	FCD AIR D
A/C Type	CENTRAL
Bathrooms	2.00
Bedrooms	0.00
Stories	2.00
Actual Year Built	1920
Effective Year Built	2000

Use: RESTAURANT (2156)

Start Chat



BAS	BASE AREA	1256	1975
FDK	FIN DECK	51	2015
FOP	F OPN PRCH	25	1975
FST	FIN STORAG	252	1975
UUS	UNF UP STY	1533	1975

Land

Land Code	Description	Frontage	Depth	Land Units
2100	RESTAURANT	25.00	76.00	25.00

Start Chat

Sales

Sale Date	Sale Price	Book / Page	Grantor	Grantee
03/07/2018	$140,000	3707 / 1611	NORRIS STUART	MILTON REVIVAL LLC
10/02/2014	$66,000	3377 / 165	MATHES OF ALABAMA ELECTRIC SUP	NORRIS STUART
02/24/2009	$100	2883 / 1656	MATHES ENTERPRISES LLC	MATHES OF ALABAMA ELECTRIC SUP
02/05/2009	$113,900	2880 / 1128	PRUITT GARY & DEBORAH M	MATHES ENTERPRISES LLC
07/06/2005	$75,000	2472 / 1948	WHITNEY NATIONAL BANK	PRUITT GARY & DEBORAH M
06/08/2005	$100	2459 / 18	SANTA ROSA COUNTY FORECLOSURE/	WHITNEY NATIONAL BANK
05/01/1998	$100	1694 / 1127		THOMPSON FRED R
06/01/1997	$50,600	1613 / 1960		
05/01/1990	$35,000	1099 / 95		
05/01/1990	$1,000	1099 / 94		
01/01/1986	$17,500	0 / 1098		
08/01/1981	$16,000	554 / 368		
08/01/1981	$100	554 / 367		
07/01/1980	$15,000	514 / 840		
07/01/1978	$100	477 / 700		
02/01/1976	$100	356 / 33		

Map

The Santa Rosa County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties, expressed or implied are provided for the data herein, its use, or its interpretation. The current assessed values as viewed herein are 2021 Certified Values, the data elements are current as of October 07, 2021. Again, one must remember that the primary use of the assessment data contained herein is for general public information. No responsibility or liability is assumed for inaccuracies or errors.

Accessibility | Contact Us | Feedback | Home | Site Map | System Requirements Start Chat

Last Data Upload: 4/15/2022 12:57:44 AM

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company
MILTON REVIVAL, LLC

Filing Information

Document Number	L18000039280
FEI/EIN Number	[redacted]
Date Filed	02/12/2018
Effective Date	02/12/2018
State	FL
Status	ACTIVE

Principal Address

4895 KOLB ROAD
MILTON, FL 32570

Mailing Address

4895 KOLB ROAD
MILTON, FL 32570

Registered Agent Name & Address

RIES, MARGARET M
4895 KOLB ROAD
MILTON, FL 32570

Authorized Person(s) Detail

Name & Address

Title MGRM

RIES, MARGARET M
4895 KOLB ROAD
MILTON, FL 32570

Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	02/02/2021
2022	02/05/2022

Document Images

02/05/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
02/12/2018 -- Florida Limited Liability	View image in PDF format

v. Filtration media shall consist of a gravel or river rock to be approved by city staff. A limestone based or crushed concrete media is not permitted.

vi. A pretreatment structure shall be incorporated to remove all debris and sedimentation from the stormwater runoff prior to entering the ex-filtration system.

vii. Proper inspection and maintenance access ports/manholes shall be installed on all structures and ex-filtration termination points.

viii. The design shall meet such site or project-specific additional criteria as the director of public works may require.

ix. The design shall not allow or permit the grade of the site to be elevated above two feet from the existing grade of the adjoining properties or adjoining right-of-ways.

c. Inspection and maintenance criteria.

i. Upon initial construction completion, an "as-built" drawing confirming that the stormwater treatment system was constructed according to the city approved drawings shall be signed and sealed by the engineer of record and submitted to the city public works department.

ii. Inspection, maintenance, and testing procedures (including report forms) shall be provided by the engineer of record and submitted to the city for approval, and approved by the city, before a permit is issued.

iii. Monthly inspections shall be performed by responsible party and findings logged and/or recorded. Monthly inspection logs shall be submitted annually to the city public works department.

iv. Routine maintenance and cleaning operations shall be performed and logged and/or recorded. Maintenance and cleaning logs shall be submitted annually to the city public works department.

v. A volume test shall be performed on the underground stormwater treatment system and an engineer certified volume test report, satisfactory to the city, submitted every three years to the city public works department.

vi. As a means of ensuring the future maintenance, repair, or replacement of the underground stormwater treatment system, the owner of the property shall be required to enter into an agreement suitable for recording in the public records, which shall run with the land and bind future owners of the property, reflecting the owner's responsibility to perform future maintenance, repairs, or replacement, as deemed reasonably necessary by the city, and in addition the owner's responsibility to pay for such future maintenance, repairs, or replacement, as deemed reasonably necessary by the city, regardless of by whom the future maintenance, repairs, or replacement is performed. The city shall have the right, but not the obligation, to perform or have performed future maintenance, repairs, or replacement, as deemed reasonably necessary by the city, and the property owner shall be responsible for the costs of such future maintenance, repairs, or replacement, the recorded agreement referred to herein shall reflect this obligation of the property owner.

(4) *Conveyance systems.*

a. Stormwater conveyance systems shall be designed to accommodate all critical duration storm events, up to and including, the 25-year, 24-hour storm event.

b. All curb and gutters shall have a minimum slope of 0.30 percent.

c. Conveyance pipes shall be sloped to achieve a minimal scouring velocity of two feet per second.

d. Energy dissipaters, riprap, or other energy dissipating devices acceptable by the city shall be utilized at all discharge points into or out of the stormwater management facilities where velocities may create erosion problems.

e. Gutter spread shall not exceed one-half of the driving lane width. Clarification: Gutter spread calculations shall be based on the five-year design storm.

(5) *Permits.*

The following permits shall be obtained, prior to approval by the city of the stormwater management plan:

a. A general permit for new or modified stormwater discharge facilities from the state department of environmental protection;

b. A drainage connection permit from the state department of transportation for developments discharging into state owned rights-of-way; and

c. An NPDES permit from the United States Environmental Protection Agency for developments of one (1) acres or more.

B. Non-Conforming and Existing Development.

Developments existing or permitted prior to the effective date of this code and which are not in conformance with the provisions of these regulations may be continued, subject to the following conditions:

(1) Developments, which are not exempt under Subsection 13.1, may not be expanded, altered, or redeveloped to the extent that impervious surface area is increased by more than 10 percent or 500 square feet, whichever is less.

(2) Developments, which are not exempt under Subsection 13.1, may not be expanded, altered, or redeveloped to the extent that an approved pervious surface area is increased by more than 25 percent or 1,000 square feet, whichever is less.

(3) The Performance and Design Standards identified in 13.4(A) above, for new development, shall apply to all construction and redevelopment projects where the construction value exceeds 50 percent of the assessed value of the improvements detailed on the most current tax assessment role. Building phases shall be combined to determine applicability of the 50 percent threshold criteria.

a. The stormwater management requirements, for the redevelopment, renovation, or additions to existing buildings, which exceed the limits of 13.4(B)(1) and 13.4(B)(2) above but are below the 50 percent threshold of identified in 13.4(B)(3), shall be the retention onsite of the first one-half inch of stormwater runoff from all impervious surfaces.

b. The stormwater retention requirements of this section shall be accomplished by utilizing surface, including bio-retention techniques and/or underground stormwater facilities.

c. These stormwater management requirements for the retrofit of existing development do not allow properties constructed in conformance with the requirements for the first inch of retention to revert to a lesser requirement.

(4) If a development is destroyed by any means, including fire, wind, and flood, to an extent of 50 percent or more of its assessed value, reconstruction shall be in conformance with the requirements of 13.4(A).

(5) If the use of a development, which is not exempt under Subsection 13.1, is discontinued for six consecutive months, any future nonexempt use must conform to the provisions of this section; provided the requirements do not make the development unusable. In such case, a waiver may be requested in accordance with Subsection 13.1.

(6) *Non-Residential Retrofits and Incentives.*

a. For those non-residential developments existing or permitted prior to the effective date of this code and which are not in conformance with the provisions of these regulations may undertake effective retrofitting of onsite existing stormwater facilities in order to improve surface runoff conditions.

b. Stormwater facility improvements demonstrating increased retention/detention and reduced runoff may apply for a stormwater fee credit which may result in a stormwater utility fee reduction for the life of the improvements.

i. Construction of any new stormwater facilities described above shall meet the performance and design standards of this Subsection 13.4(A).

c. Approved methods of stormwater retention and runoff reduction may include but are not limited to the installation of approved pervious pavements, green roofs, bio-retention basins, raingardens, planter boxes, cisterns, buffer areas, detention/retention pond installation and/or expansion, and increased open space.

i. Reductions in impervious surface area, provided that the reductions do not create a violation of any other applicable component of these regulations, shall receive the greatest reductions in stormwater utility fees.

d. Reductions of runoff amounts or retention onsite of up to the first one-half inch of stormwater runoff shall result in up to a 50 percent reduction in the stormwater fee. Reductions of runoff amounts or retention onsite of amounts greater than the first one-half inch of stormwater runoff shall result in up to a 100 percent reduction in the stormwater fee.

e. It is the responsibility of the applicant for any stormwater fee reduction to demonstrate the effectiveness of the stormwater runoff improvements. The extent of stormwater runoff reduction and method used will determine the level of demonstrated effectiveness required.

C. Performance Standards for the Downtown Commercial Mixed-Use District.

(1) In recognition of the existing developed density of properties within the central business district, special stormwater retention requirements are provided for the development or redevelopment of these properties as follows.

(2) On properties within this district the stormwater retention requirement shall be either:

a. The provision of onsite stormwater detention or retention of, at minimum, the first one-half inch of stormwater runoff from all impervious surfaces in surface or subsurface facilities, if and only if it can be determined by a certified engineer that the first one inch of stormwater runoff retention cannot be accomplished without undue harm or hardship; or

b. The payment to the City of a fee, in lieu of stormwater management to be equal to the cost of providing stormwater detention facilities. These fees are to be earmarked and utilized by the city for construction and improvements to capital facilities of the offsite stormwater management system within the City drainage basin. Such cost estimates shall be certified by a registered engineer. The Board of Appeals shall act to resolve any conflicts or disputes regarding the appropriate fee in lieu of on-site stormwater management.

Agenda Item # 2022-328

Milton High School Fence

MEETING DATE	PREPARED BY
June 6, 2022	Jacob Hullett, Assistant Planner/Mitigation Specialist

BACKGROUND

Milton High School (MHS) staff noticed a homeless person on campus. Without knowing who this person was, their intentions, or mindset, and concerned for the safety of the students, staff had to request that the individual vacate the school grounds. Occurrences such as unknown persons on campus, traffic collisions originating from off-campus which move onto campus grounds, dangerous interactions with wildlife, and unintentional harm are more likely to occur without fencing in place. It is with this recent activity, along with an overall concern for the safety of MHS's students and staff, that Principal Short has requested assistance in the requisition of a fence. Presently, chain-link fencing is found along Park Avenue, the entirety of Byrom Street, and a portion of the Western end of Raymond Hobbs Street, leaving large gaps in campus security. With the proposed fencing, the campus will be more secure and the perimeter hardened against unnecessary risk.

A commercial estimator and project manager from A-1 Hurricane Fence Industries sent two separate prices to the School Board of Santa Rosa County. One estimate covered the cost of installing a chain-link fence partially on the north and south ends of the campus and the entirety of the east side. The estimated total is $87,000.98.

It is pertinent, however, to continue the overall beautification of the City along the Stewart Street Corridor and the City as a whole. With this in mind, MHS administration requested a second estimate during the initial site visit which included a more visually appealing fence being installed in the prominent areas along the City's major throughways. A-1 Hurricane Fence Industries supplied the secondary estimate which included installing approximately 1372' of 6' tall Municipal Grade 3 rail ascot ornamental aluminum fence along Stewart Street and portions of Raymond Hobbs Street. The difference between the two proposals is an additional $77,155.69 over and above the amount quoted for the chain-link fence.These costs do not include clearing, grubbing, earthwork of any kind, nor grounding or penetrating anything other than soil to set the posts.

SUMMARY

The Santa Rosa County School Board (SRCSB) have given indications that they would be willing to pay for the $87,000.98 chain-link fence construction. However, the SRCSB would not be willing to fund the $77,155.69 cost of the ornamental portion of the fence, which would better suit the beautification efforts along Stewart St. The Committee of the Whole recommends financially supporting the MHS decorative fence addition for the full amount of $77,155.69. Additionally, the Committee recommends receiving an estimate for the cost of decorative fencing spanning the entirety of Stewart St., around the plane at the corner of

Stewart St. and Park Ave., to the eastern terminus of the existing fence along Park. Ave.

RECOMMENDATION

Recommend approval by the Committee of the Whole. The Committee of the Whole recommends financially supporting the MHS decorative fence addition, as proposed, for the full amount of $77,155.69. Additionally, the Committee recommends receiving an estimate for the cost of decorative fencing spanning the entirety of Stewart St., around the plane at the corner of Stewart St. and Park Ave., to the eastern terminus of the existing fence along Park. Ave.

ATTACHMENTS

1. IMG_0399
2. mhs fence items

A-1 Hurricane Fence Industries
A TC Squared Company
959 W. Massachusetts Ave.
Pensacola, FL 32505
Email: georgeblack@a1hurricanefence.com

May 13, 2022
School Board of Santa Rosa County
6544 Firehouse Rd.
Milton, FL 32570
Attn: Mark Payne
Re: Milton High School Alternate

The purpose of this letter is to provide pricing for an alternate that was requested by MHS Administration. It was indicated in our site visit that we should provide a quote for the difference between the proposed chain link fencing to harden the campus and an ornamental aluminum fence. It seems that there is an ongoing effort at beautification of the Stewart Street corridor. Therefore, we propose for the approximately 1372' of our installation along Stewart and a portion of Raymond Hobbs Streets to furnish and install a 6' tall Municipal Grade 3 rail Ascot by Alumi-Guard in lieu of the chain link. The *difference* between the two is an additional $77,155.69 over and above the amount quoted for the chain link installation for the campus. Details on the proposed product, as well as pictures depicting it can be found at www.alumi-guard.com.

This would not include clearing, grubbing or earthwork of any kind, nor grounding nor penetrating anything other than soil to set the posts. A-1 Hurricane Fence is not responsible for damage to any underground obstructions.

This proposal is good for 14 days beyond the Bid Date. With the volatility of materials costs, A-1 Hurricane Fence will require either a subcontract or Letter of Intent to be able to acquire materials ahead of any price increases. After that time, with supporting documentation from our sources we would expect to be able to recover any increase in material costs only. Labor and equipment would not be affected.

We look forward to the opportunity to help make this project a success.

George Black
Commercial Estimator/Project Manager
A-1 Hurricane Fence Industries
Ph: 850.432.0921
Fax: 850.438.4202

A1 Hurricane Fence Industries

Annual Purchase Agreement Dated 7/2018

Renewed for the year 2021-2022

School or Facility: Milton High School

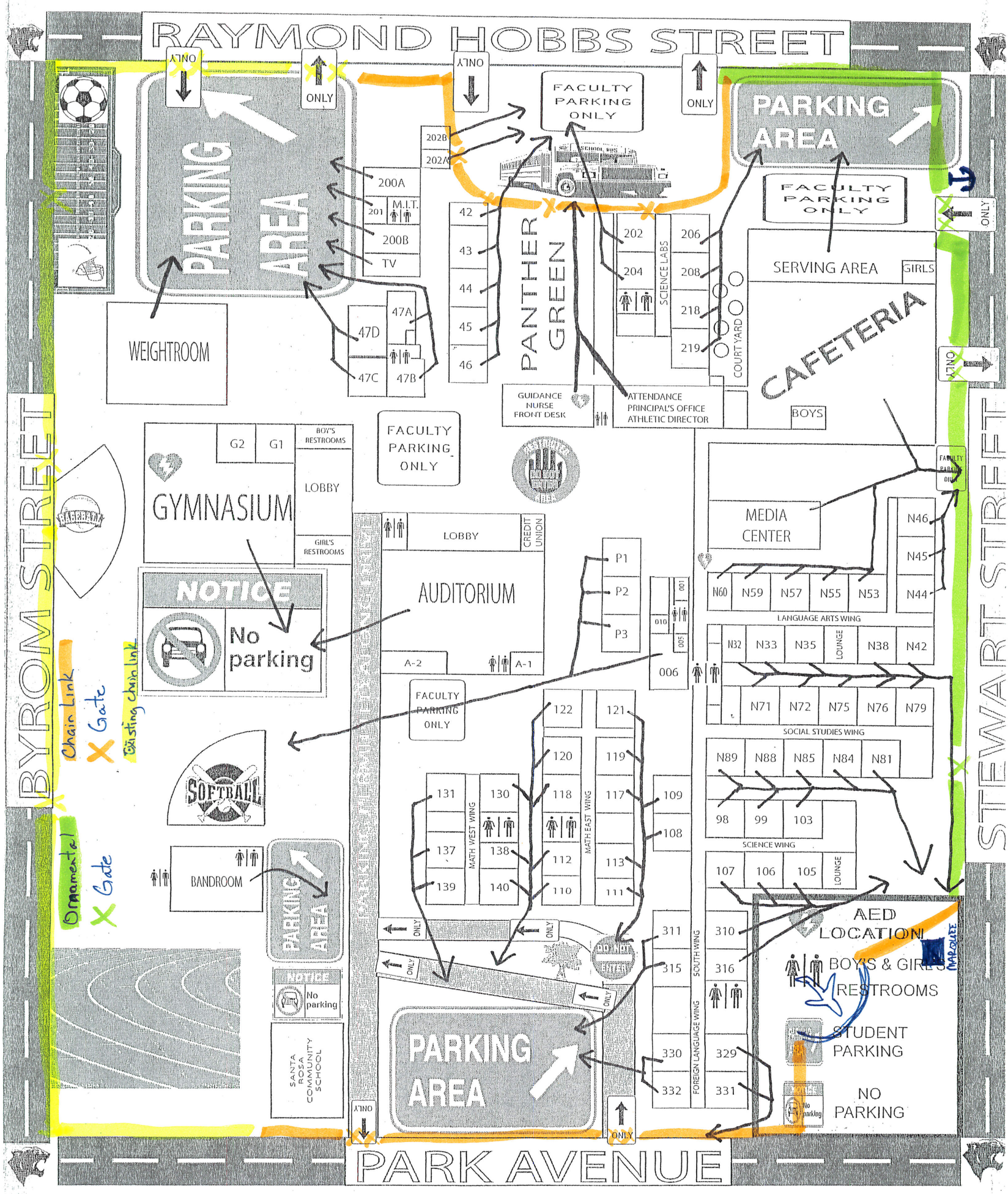
Project: Perimeter Hardening Partial North and South and All East Side of the Campus

	BID ITEM No & Description	UNIT	COST	QTY	TOTAL
1	Minimum charge for small jobs	1	$500		$0.00
2	6 ft. high chain link fence including line posts	LF	$24.72	2537	$62,714.64
3	4 ft.high chain link fence including line posts	LF	$16.48		$0.00
4	Terminal Post Assembly for 6 ft. fencing	EACH	$163.24	5	$816.20
5	Terminal Post Assembly for 4 ft. fencing	EACH	$128.98		$0.00
6	Corner and Pull Post Assembly for 6 ft. fencing	EACH	$237.60	16	$3,801.60
7	Corner and Pull Post Assembly for 4 ft. fencing	EACH	$207.26		$0.00
8	6'W x 6'H walk thru swinging gate, incl post/hardware	EACH	$640.96	2	$1,281.92
9	8'W x 6'H drive thru swinging gate, incl post/hardware	EACH	$858.66		$0.00
10	10'W x 6'H drive thru swinging gate, incl post/hardware	EACH	$904.63	2	$1,809.26
11	12'W x 6'H drive thru swinging gate, incl post/hardware	EACH	$951.52	1	$951.52
12	13'W x 6'H drive thru swinging gate, incl post/hardware	EACH	$966.45		$0.00
13	14'W x 6'H drive thru swinging gate, incl post/hardware	EACH	$981.38		$0.00
14	15'W x 6'H drive thru swinging gate, incl post/hardware	EACH	$996.31	4	$3,985.24
15	18'W x 6'H single swinging gate, incl post/hardware	EACH	$1,011.24	1	$1,011.24
16	6'W x 4'H drive thru swinging gate, incl post/hardware	EACH	$370.91		$0.00
17	8'W x 4'H drive thru swinging gate, incl post/hardware	EACH	$470.25		$0.00
18	10'W x 4'H drive thru swinging gate, incl post/hardware	EACH	$501.13		$0.00
19	12'W x 4'H drive thru swinging gate, incl post/hardware	EACH	$526.38		$0.00
20	13'W x 4'H drive thru swinging gate, incl post/hardware	EACH	$540.70		$0.00
21	14'W x 4'H drive thru swinging gate, incl post/hardware	EACH	$555.02		$0.00
22	15'W x 4'H drive thru swinging gate, incl post/hardware	EACH	$569.34		$0.00
23	Demolition of 4' high chainlink fence, incl post/hardware, and disposal, complete	LF	$9.00		$0.00
24	Clearing of vegetation up to 3" in diameter as required to install fencing	LF	$9.00		$0.00
25	Rolling Gates includes all posts and hardware, up to 16'-0" long single leaf opening. **Represents 1 each 18 and 24' cantilever gates**	LF	$253.08	42	$10,629.36
26A		PER HOUR	$275.00		$0.00
26B	Min. charge for ground penetrating radar	LS	$645.00		
27	Hourly rate for fencing crew to adjust gates include 1 foreman and 2 helpers	PER HOUR	$100.00		$0.00
	SUB TOTAL:				$87,000.98
28	Payment and Performance Bonds (if required)	Cost per Thousanc	$30.00		$0.00
	JOB TOTAL:				$87,000.98

Item 10 with 2 units is for 20' double swing gate set. Item 14 with 4 units is for two sets of 30' double swing gates. Item 15 is single gate that pairs with 18' cantilever gate for 36' opening on Park Avenue NW

Prepared By : Date: 5/12/22

George A. Black



MILTON HIGH SCHOOL

Fire Drill Evacuation Route

Agenda Item # 2022-335

Annexation Petition- 5599 Econfina St

MEETING DATE	PREPARED BY
June 6, 2022	Lyndsey Benton, Current Planner/Zoning Officer

BACKGROUND

The Planning Department received the attached petition for annexation for 5599 Econfina St. The subject property is partially within the City Boundary and currently has city utilities and a mobile home that is on the county side of the boundary. The property is recorded with the property appraiser as being in the county (skyline) tax district.

SUMMARY

The applicant intends to remove the mobile home to build a new single-family house and to bring the entire parcel into the city limits. They desire to bring the property into the City to benefit from faster police and fire department response services. Since the property is already serviced by utilities, there is no expected impact on city infrastructure. The city would benefit from the increased property taxes. The current assessed value at the city's current millage rate would generate $151.75 in additional tax revenue. The addition of the new home would be substantially higher and would also increase the property values of the surrounding area. The city would also benefit from fees assessed in the development approval of the new home. The annexation would reduce confusion amongst city personnel and service providers due to the ambiguous position of the parcel located both inside and outside of the city boundary. This petition was reviewed and recommended for approval by the Committee of the Whole on May 26, 2022.

RECOMMENDATION

The Committee of the Whole recommends approval of the annexation.

ATTACHMENTS

1. 5599 Econofina St Annexation
2. Annexation Proclamation-5599 Econofina

City of Milton GIS Map

Streets_081017_shp

Water_Lines_080221

Sewer_Lines_100721

Gas_Lines_100721

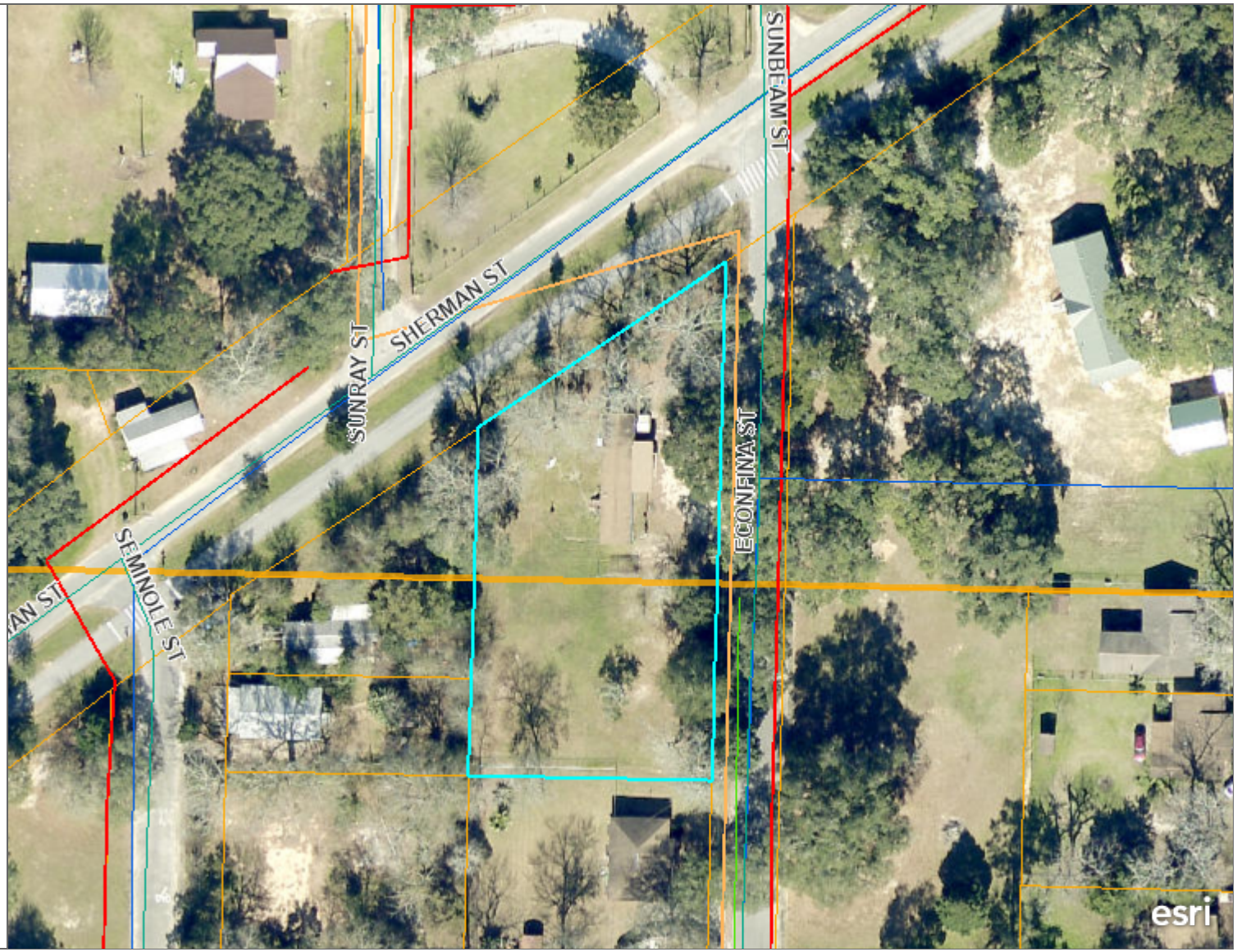
NOTES

Proposed Lines

Existing Lines

Parcels

City_Boundary



City of Milton Utilities Map

100ft

State of Florida, Maxar, Microsoft

PETITION TO INTEGRATE AND ANNEX TERRITORY INTO THE CITY OF MILTON

This petition is filed pursuant to Florida Statues, Chapter 171 of the State of Florida as the same appears in the office of the Secretary of State, for the purpose of integrating and annexing into the City of Milton, Florida, the hereinafter described lands.

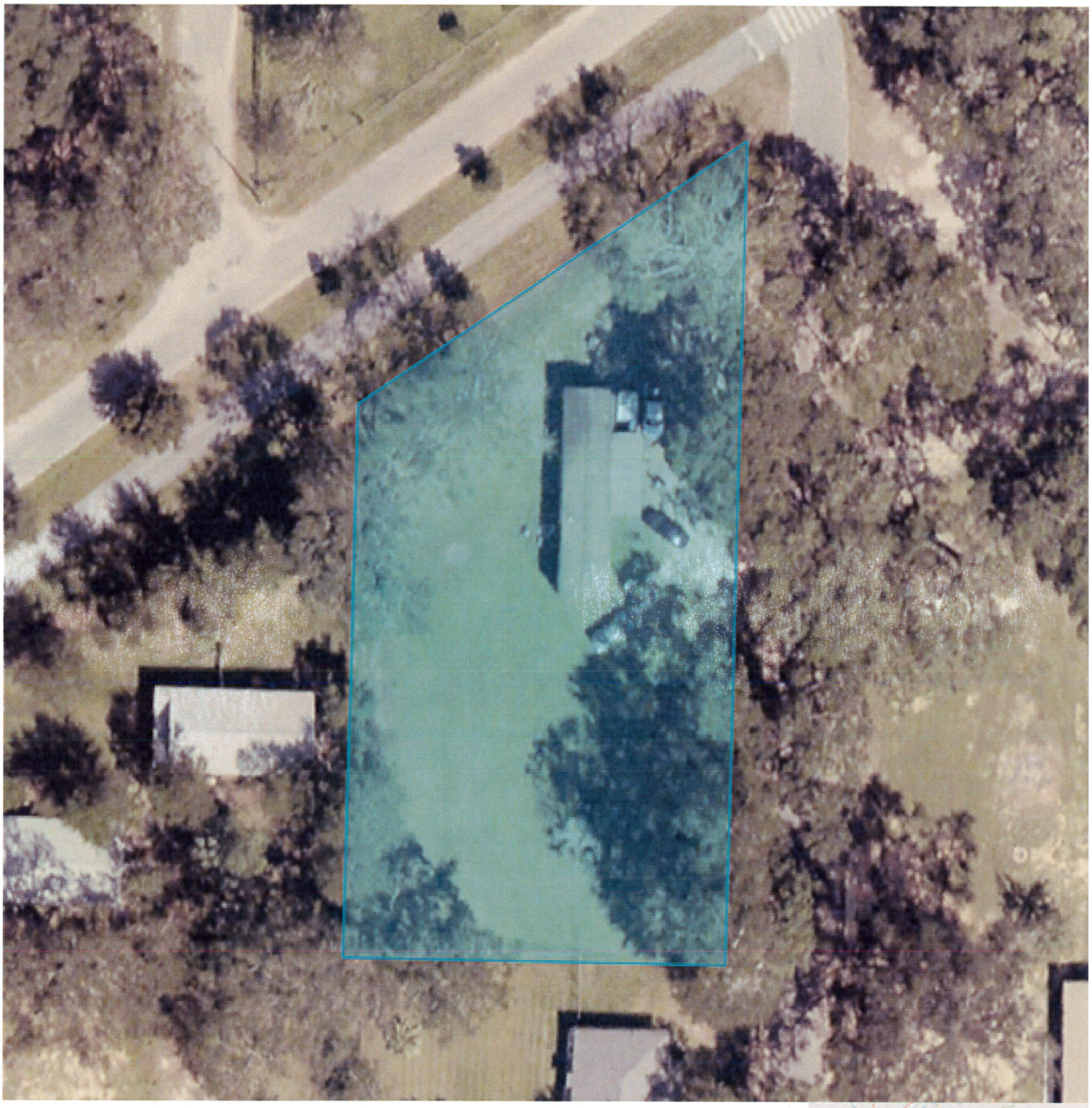
We, the undersigned, being qualified electors residing in; or being all of the owners of the said area of the hereinafter described territory, who are duly registered as freeholders on the registration records of Santa Rosa County, Florida, hereby file this, our petition, for the integration and annexation of the following described territory into the City of Milton, Florida, in accordance with the above described laws, of Florida, to-wit:

PROPERTY DESCRIPTION:

Legal Description:
That parcel of land in the Southwest Quarter of Northeast Quarter of Section 34, Township 2 North, Range 28 West, lying North of Lot 7 of Block "L" Chaffin Subdivision, and South of right of way of former railroad of Bagdad Land & Lumber Company, described as follows: Beginning at the Northeast corner of said Lot 7; thence North to South line of said right of way; thence Northeasterly along the South line of right of way to point in said right of way line; thence South to the point of beginning; which is the same property as described in that certain deed from the Bagdad Corporation dated July 16, 1945, recorded in Deed Book A-65, page 221, records of Santa Rosa County, Florida.

NAME:	STREET OR POST OFFICE BOX:
[illegible]	5588 Econfina ST
	MILTON FL 32570

C:/MyDocuments/Forms/Petition to Annex(llscomp)



Santa Rosa County Property Appraiser

Parcel	34-2N-28-0570-00L00-0070	**Acres**	0.37
Name	CROSS ARTHUR W	**Land Value**	15029
Situs	5599 ECONFINA ST	**Land Ag Value**	0
Sales	$100 on 2020-30 Vacant?=I Qual=U	**Building Value**	31848
	$100 on 2010-28 Vacant?=I Qual=U	**Misc Value**	0
Mail	5606 ECONFINA ST	**Just Value**	46877
		Assessed Value	46877
		Exempt Value	0
	MILTON, FL 32570	**Taxable Value**	46877

Santa Rosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or interpretation. The lines on the map are a representation of the propertry lines and are not, nor are they intended, to be used as a survey. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll. Greg Brown, Santa Rosa County Property Appraiser.
Date printed: 05/04/22 09:50:25

File # 202022771 OR BK 3950 Pages 1227 RECORDED 05/14/20 at 08:52 AM Donald C. Spencer, Clerk Santa Rosa County, Florida DEPUTY CLERK JJ Trans #971136 Doc D $0.70

UNOFFICIAL COPY

Prepared By:
Steven C. Warrick, Esq.
Brooks, Warrick & Associates, P.A.
6867 Oak Street
Milton, Florida 32570

DEED RESERVING ENHANCED LIFE ESTATE

This Deed is made on this 30th day of April, 2020, by **Arthur W. Cross**, an unmarried man, whose address is 5606 Econfina Street, Milton, Florida 32570, Grantor, to **Arthur W. Cross**, for a life estate, without any liability for waste, and with full power and authority in said life tenant to see, convey, mortgage, lease, or otherwise manage and dispose of the property described herein, in fee simple and further including but not limited to, the power and authority to change, amend, revise, rescind or delete any remainderman named herein, without joinder of the reminderman and with full power and authority to retain any and all proceeds generated thereby, and upon the death of the last life tenant, the remainder, if any, to **Jamie C. Cross**, whose address is 4500 Bay Meadows Road, Apt. 8, Jacksonville, Florida 32217, hereinafter referred to as, Grantee.

Grantor, in consideration of Ten Dollars ($10.00) paid by grantees, hereby grants to grantees that real property located in the County of Santa Rosa, State of Florida more fully described as follows:

Legal Description:

That parcel of land in the Southwest Quarter of Northeast Quarter of Section 34, Township 2 North, Range 28 West, lying North of Lot 7 of Block "L" Chaffin Subdivision, and South of right of way of former railroad of Bagdad Land & Lumber Company, described as follows: Beginning at the Northeast corner of said Lot 7; thence West 125 feet along the North line of said lot to the Northwest corner of said Lot 7; thence North to South line of said right of way; thence Northeasterly along the South line of right of way to point in said right of way line; thence South to the point of beginning; which is the same property as described in that certain deed from The Bagdad Corporation dated July 16, 1945, recorded in Deed Book A-65, page 221, records of Santa Rosa County, Florida.

THE GRANTOR PROVIDED THE LEGAL DISCRIPTION THIS DEED, AND THIS DEED HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR TITLE INSURANCE. THE PREPARER WHEREIN ASSUMES NO LIABILITY AS TO THE GUARANTEE OF TITLE.

Subject to covenants, restrictions, and easements of record, however, not hereby reimposed.

In witness whereof, grantor has executed this deed at Milton, Florida on the date first above written.

Arthur W. Cross

Signed, sealed and delivered
In the presence of:

Witness: Steven C. Warrick
Address: 6867 Oak Street
Milton, FL 3257

Witness: Angela L. Miley
Address: 6867 Oak Street
Milton, FL 3257

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 6th day of April, 2020, by Arthur W. Cross, who produced FDL as identification or who is personally known to me.

TIFFANY N. COULTER
MY COMMISSION # GG 921576
EXPIRES: November 20, 2023
Bonded Thru Notary Public Underwriters

Notary Public-State of Florida

UNOFFICIAL COPY

UNOFFICIAL COPY

STATE OF FLORIDA

COUNTY OF SANTA ROSA

CONSENT BY REMAINDERMAN

By execution of said Deed as Grantee, I hereby consent and acknowledge that the Grantor has full power and authority in said life tenant to sell, convey, mortgage, lease, or otherwise manage and dispose of the property described herein, in fee simple and further including but not limited to, the power and authority to change, amend, revise, rescind or delete any remainderman named herein, without joinder of the remainderman and with full power and authority to retain any and all proceeds generated thereby without the requirement of any further consent or acknowledgment by any remainderman.

Jamie Cross

Jamie C. Cross

Signed, sealed and delivered
In the presence of:

Witness: Jessica Benford
Address: The UPS Store
9838 Old Baymeadows Rd.
Jacksonville, Florida 32256

Witness: Hermel Rosa
Address: The UPS Store
9838 Old Baymeadows Rd.
Jacksonville, Florida 32256

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7 day of May, 2020, by Jamie C. Cross, who produced a Driver's License as identification or who is personally known to me.

Notary Public-State of Florida

JESSICA BENFORD
MY COMMISSION #GG130141
EXPIRES: AUG 01, 2021
Bonded through 1st State Insurance

Agenda Item # 2022-460

Digital Agenda Updates

MEETING DATE	PREPARED BY
June 6, 2022	Stephen Ringl, IT Director

BACKGROUND

The City has provided digital agendas in the form of PDFs uploaded directly to users' OneDrive folders. This gives ease of access and automatic downloads for Council members.

Starting in September 2021, City staff have been preparing agendas within Civic Clerk. Information Technology and the Clerk's office have worked together to prepare Civic Clerk's "Board Portal" for boards and commissions to be able to access meeting materials as they become available and publish information packets to the public in an automated way.

SUMMARY

Staff is prepared to begin using the Board Portal. For the month of June, agendas will be published to both OneDrive and the Civic Clerk Board Portal. After June's Committee of the Whole meeting, agendas will be published only within the Civic Clerk board portal.

IT staff and the Clerk will be available prior to meetings to assist with any technical difficulties experienced signing in to the new Board Portal.

RECOMMENDATION

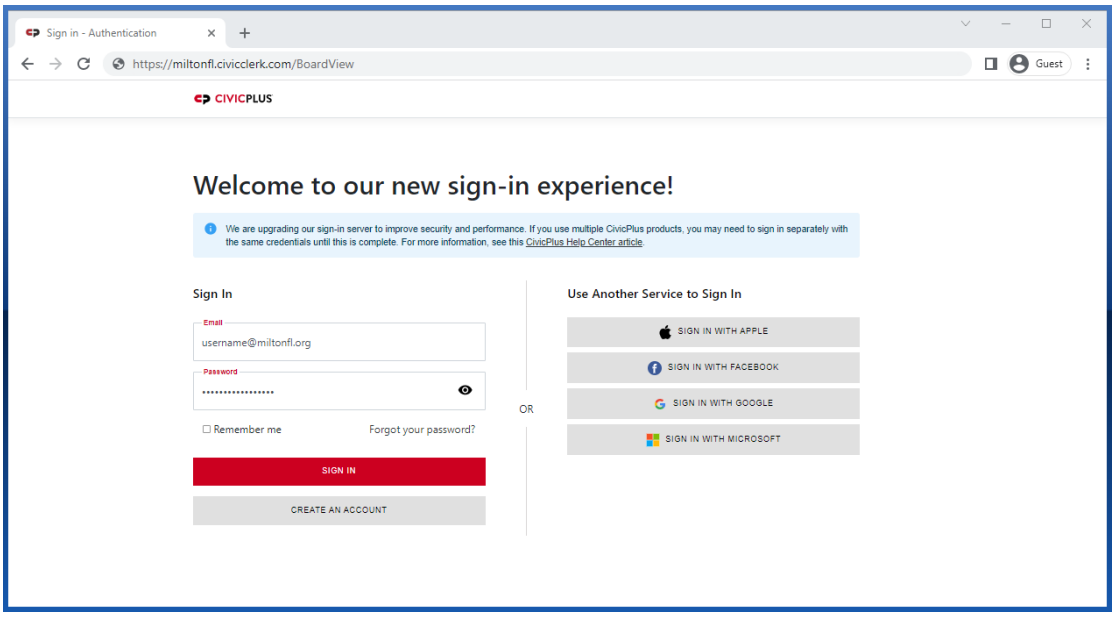
Information/Demonstration Only

ATTACHMENTS

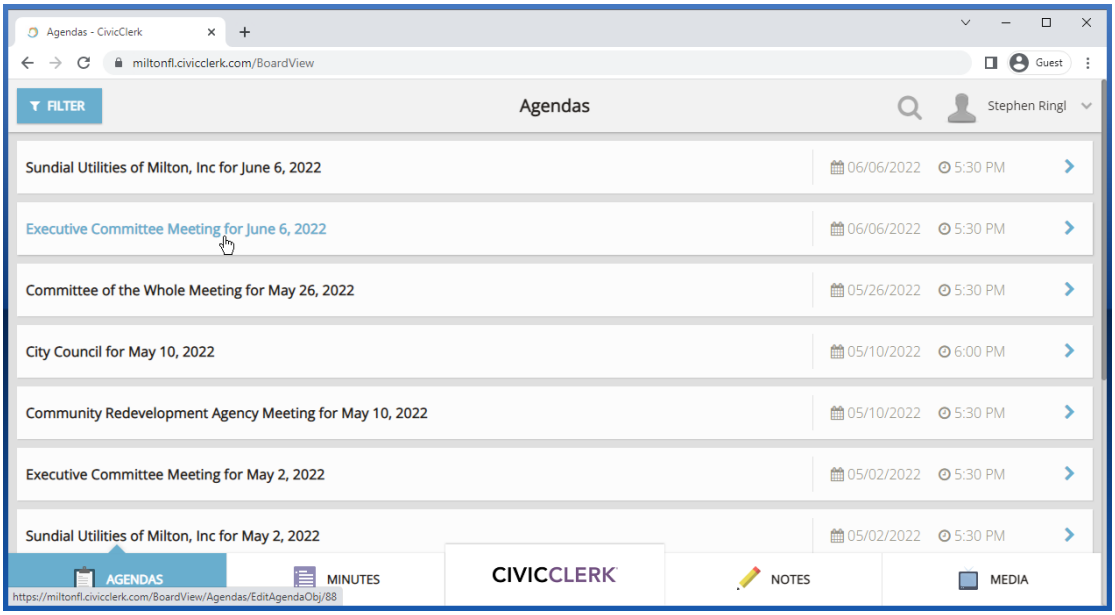
1. Using the Civic Clerk Board Portal

Using the Civic Clerk Board Portal

1. Open the board portal shortcut on your iPad, or open the website directly at https://miltonfl.civicclerk.com/BoardView.
2. Sign in with your email address and password. If you have not signed in before, click “Forgot your password?” to set a new password.
   Make sure you can access your email to set your password.



3. On the Board Portal, click the meeting you would like to view.
4. To view item reports and attachments, click any items you would like to view.



Agenda Item # 2022-332

Special Event Permit Application - Christmas Lighted Boat Parade

MEETING DATE	PREPARED BY
June 6, 2022	Stephen Prestesater, Director of Public Relations

BACKGROUND

The Blackwater Pyrates Lighted Boat Parade is held annually on the Blackwater River. The parade features boats from around the community. The event is usually run in connection with what is now known as a city event, LightUp Milton.

SUMMARY

The Blackwater Pyrates Christmas Boat Parade is scheduled for Saturday, December 2, 2022. The date is also the City's LightUp Milton event, which will feature an outdoor movie, photos with Santa, and the Downtown Milton Christmas Tree lighting. The boat parade has not turned in an event application for this particular event. However, to ensure we keep with city policy, the event organizers have submitted it for council approval as this event does use a portion of the City Riverwalk.

The setup for the event will begin at 5:30 PM with the parade starting at 6:30 PM. The parade is projected to end by 7:30 PM.

Following the parade, the Fire Chief and crew will direct the vessels to securely dock on the riverwalk, or depart the area so the annual fireworks barge can enter the area for the event's final activity.

The request being made to the City Council is for the use of the entire Riverwalk Dock and adjacent South Dock area (used for Bands on the Blackwater) with no public dockage available for the following reasons:
1 - These areas are almost exclusively the only viewing area available for the public to view this event which includes young children and senior citizens. Docked and docking vessels hinder all views of the event.
2 - The Riverwalk docking area needs to remain open and available for docking the parade participants, for decorations, judging, and presenting awards.

This request has been made by the Blackwater Pyrates.

RECOMMENDATION

Recommend approval of this event.

ATTACHMENTS

1. Christmas Boat Parade

Special Event Permit Application

City of Milton
6738 Dixon Street, Milton Fl, 32570
850-983-5400 pio@miltonfl.org

Instructions:

To process this application all applicable pages must be filled out completely and submitted to the city. Pages 1-6 are mandatory with every application. If you are requesting support and/ or sponsorship for your event, the City of Milton Outside Agency Funding Application is required in addition to this application. For questions about requirements, fees or the application process contact the Administration Department at City Hall.

Applicant & Event Organizer Information

☐ Individual ☒ Not-for Profit ☐ For-Profit ☐ Charity

☐ Other: _____

Name of Organization: Blackwater Pyrates

Address: PO Box 757 City: Bagdad Fl 32530

Phone: 850-313-2447 Email: Mccombsathome@att.net

Event POC: Teresa M Combs

Phone: 850-313-2447 Email: Mccombsathome@att.net

Event Information

☐ Concert ☐ Park Festival ☐ Street Festival ☒ Parade/ Procession

☐ Run/ Walk ☐ Sporting Event ☐ Sale/ Market ☐ Private Event/ Wedding

☐ Other _____

Event Name: Christmas Lighted Boat Parade

Event website/ Event Page: Blackwaterpyrates.com / FB: Blackwater Pyrates

Event Location: Downtown Milton Riverwalk Event Date(s) Dec 2 2022 to _____

Time of Event: Day 1 6:30 to 7:30 (Day 2 - Optional) _____ to _____

Setup Date & Time: Dec 2 5:30 pm at _____ Teardown Date & Time: Dec 2, 2022 at after parade

Estimated Attendance: 500+ Is the Event Free to attend? ☒ YES ☐ NO

Special Event Questionnaire

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

Will a City park be utilized?	(page 3)	☐ YES	☒ NO
Will equipment from the City of Milton be needed?	(page 3)	☐ YES	☒ NO
Will you need the City's Stage?	(page 3)	☐ YES	☒ NO
Will there be amplified sound?	(page 4)	☐ YES	☒ NO
Will you need the City's portable restroom?	(page 3)	☐ YES	☒ NO
Will tents larger than 10'x10' be erected?	(page 4)	☐ YES	☒ NO
Will inflatable bounce houses be erected?	(page 4)	☐ YES	☒ NO
Will you be using water slides?	(page 4)	☐ YES	☒ NO
Will you need City Dumpsters/ Trashcans?	(page 3)	☐ YES	☐ NO
Will there be fireworks?	(page 4)	☐ YES	☐ NO
Will vendors be selling merchandise, food, or wares?	(page 4)	☐ YES	☒ NO
Will food be cooked at the event?	(page 4)	☐ YES	☒ NO
Will alcohol be sold or given away at this event?	(page 4)	☐ YES	☒ NO
Will animals/ pets be allowed at the event?	(page 4)	☐ YES	☐ NO
Will you be using State or County Roads?	(page 4)	☐ YES	☒ NO
Will temporary No Parking Signs be utilized?	(page 4)	☐ YES	☐ NO
Will EMT be on site?	(page 3)	☐ YES	☒ NO
Will you need security?	(page 3)	☐ YES	☒ NO
Will you require power on-site?	(page 3)	☐ YES	☐ NO
Will you require water on-site?	(page 3)	☐ YES	☒ NO

If you have answered YES to any of these questions, please see page 3-4 and select the items you request to use.

Do you have a Marketing Plan and if so, how will you notify surrounding businesses/ residents of your event? Yes, we will advertise using social media, posters, + word of mouth

Have you prepared a to scale event map/ layout that meets all ADA parking and access requirements?

☐ YES ☒ NO

City Fee Sheet

(City Fees are the fixed cost for the use of its facilities, licenses, insurance, parks, equipment, etc.)

Location(s)/ Facility used at event:

☐ North Riverwalk	$150	☐ North Willing Street	
☐ South Riverwalk	$150	☐ South Willing Street	
☒ Entire Riverwalk	$250	☐ North Elmira Street	
☐ N Riverwalk Gazebo	$50	☐ South Elmira Street	
☐ S Riverwalk Pavilion	$50	☐ Imogene Parking Lot	

Jernigan's Landing ***(Downtown event location for the City of Milton. Select all applicable)***

☐ Riverside	$100	☐ Festival Area	$150

☒ Other: See Attached

Requested Items:

	QTY		QTY
☐ Portable Restroom *(at Jernigan's landing)*	$250*(np only)*	☐ Portable Restroom *(at alternate location)*	$350*(np only)*
☐ City Stage 14'x28'	$350*(np only)*	☐ City Movie System	$250*(np only)*
☐ Live Music Licensing ***	$200	☐ Movie Licensing ***	$(at cost)*(np only)*
☐ Barricades	$100 per _____	☐ Cones	$10 per _____
☐ City Garbage Cans	$10 per _____	☐ Dumpster	$50 per _____
☐ City Tent (40'x40')	$500*(np only)*	☐ Variable Message Sign	$250 per _____
☐ Large Generator	$250	☐ Small Generator	$100
☐ Generator power distro	$100	☐ Hose-bid water distro	$100
☐ City Hydrant tap fee	$50 + meter rate	☐ Electrical Activation	$75 + meter rate

Packages: These are requested items that come as a package.

☐ Parade Package (including Police, Public Works, Planning, signage & street closures)	$1,000*(np only)****
☐ Parade Package (") – For-Profit Organization	$2500

(Parade package requires event organizers to complete all necessary documents, schedule pre & post event meetings with city staff, provide a detailed map of the starting point, route, and end point, provide alternate dates, provide certificate of insurance for the event, and written approval for use from all parties in which the event will take place.)

Parades that utilize a state road will require a FDOT permit for use and can take months to receive.

*Published music, movies, and other electronic art forms are protected by US Copyright and Trademark laws. Unauthorized use of copyrighted work is illegal. **Must be free event, open to the public and located within the City Limits to access the City's ASCAP, BMI and SESAC License. *** np only stands for Non-profits only.

To: City of Milton – Special Event Permit Application Addendum
From: Blackwater Pyrates – Christmas Lighted Boat Parade

In reference to page 3, section 1 (Locations(s)/Facilities used at event), the Blackwater Pyrates would like to clarify the purpose of our request.

We would like to request approval for exclusive use of the **entire** Riverwalk Dock and adjacent South Dock (area used for Bands on the Blackwater) with no public dockage available for the following reasons:

1- These areas are almost exclusively the only viewing area available for the public to view this event which includes young children and senior citizens. Docked and docking vessels hinder all views of the event.
2- The Riverwalk docking area needs to remain open and available for docking the parade participants, for decorations, judging and presenting awards.

Thank you for your consideration,

Larry McKee (Capt Lucky)
Blackwater Pyrates

Teresa McCombs (Terra)
Boat Parade Chairperson

Ordinances & Special Requests

Tourism District and Downtown Milton Special Requests:

NOTE: Tourism District Special Request Applications must be received by the city sixty (60) days prior to the event. Events with Alcohol mut submit ninety (90) days prior to the event.

I hereby request waiver of the following ordinances: ***(only available in the Tourism District)***

- ☐ Open Container Ordinance (Section 6-27)
- ☐ Noise Ordinance (LDR Section III-5.16)
- ☐ Animal Control Ordinance (Section 4-37(b))
- ☐ And/ or other Ordinance _____

I hereby request the following regarding the Blackwater River:

- ☐ Activate Boating Restricted Areas
- ☐ Activate 24-hour docking at the Riverwalk

I hereby request the use of Fireworks in the City of Milton:

- ☐ By selecting this box, you must complete the City of Milton Fireworks Display Permit Application

**note – Fireworks are subject to approval by the City Fire Chief and must be done by a licensed and insured pyrotechnics professional. Additional information will be provided.*

Time Period from when these requests will take place:

From: _____ Date: _____ To: _____ Date: _____

I hereby request that vendors be allowed to sell their wares at the event. All vendors know they must abide by all federal, state, county, and local laws regarding resell, sell of their ware. All vendors have their applicable license's available if requested. City will not be held liable. ☐ YES ☒ NO

Will this event require Road Closures? ---------- ☐ YES ☒ NO

Stewart Street requires a separate FDOT application. A scheduled meeting with the Planning Department is required for a State Road Clousure. Ensure you have your date/ time confirmed prior to submitting your information. The City will assist.

If so, please list street names:

1)_____ 2)_____

3)_____ 4)_____

Is this an annual Event? ☒ YES ☐ NO

If YES, list the date(s) requested for next year. Please note that requesting the date(s) on this application does not guarantee a hold or act as a confirmation of the requested date(s).

Requested event date(s): Dec 1, 2023 Alternative Date(s): _____

Additional Documents Required with Application

All events require an Event Site Map and copy of Insurance Certificate's 10 days prior. Below are additional documents that may be required to be submitted with the application. Application will be considered incomplete without these documents.

For additional information on what is required please contact the Administrative Office at City Hall.

☐ **Event Site Map** ☐ Event Race Route Map ☐ Parade Route & Alternate

Event organizers must provide a site map with vendor locations, portable restrooms, run/ walk route, etc. at the time this application is submitted. A detailed listing of all services is required for public awareness & safety.

☐ **Insurance Certificate(s)** ☐ Fireworks Application ☐ Other *(any other agency)*

☐ Tax Exempt Certificate and 501(c)3 Documentation *(if the entity is claiming tax exempt and/ or non-profit status)*

Rules & Regulations

Application Dates:

- The permit application process should begin at least 60 days prior to the event date. 90 days if alcohol is to be sold or given away. Parade application process should allow 6 months.
- Once all documents have been submitted, City Staff will schedule a meeting to review all information and ensure event organizers have met all requirements. Staff will at this time develop an Agenda Analysis for Councils review. Council will be informed during the Committee of the Whole meeting. This meeting takes place the third Thursday of every month.
- Each event will require Council's approval and organizers should attend *(if requesting support)*.

Cancellation Policy:

- Event application fees are non-refundable if the event is cancelled by the applicant.
- Although event application fees are non-refundable, if an event is cancelled due to inclement weather, the fee may be credited towards an alternate date. Event Organizers must inform the Office of Economic Development when cancelling any event. An alternate date must take place within one year of the original event date.

ADA Accessibility Guidelines:

- Event Organizers must make the event accessible to people with disabilities to the greater extent possible in compliance with the requirements of the American with Disabilities Act (ADA).
- Accessible parking must also be provided for persons with Disabilities. Information regarding accessible parking locations should be included as part of the event site map.

Clean-Up:

- It is understood that clean-up will be performed immediately following the event. Event site must be returned to its pre-event state. Failure to adequately clean-up event site may result in a fee. Adequacy of clean-up will be assessed by City of Milton Code Enforcement.

Hold Harmless Agreement

For and in consideration of having been granted permission by the City of Milton to hold a Special Event within the City of Milton limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the City of Milton, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the City of Milton, its subsidiaries, or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 12 day of May in 2022

Name of Special Event Blackwater Pyrate Christmas Lighted Boat Parade

Date(s) of Special Event December 2, 2022

Name of Organization Blackwater Pyrates

Event Organizers Name Teresa McCombs

Address of Organization PO Box 751 Bagdad Fl 32530

Phone Number 850-313-2447

Email mccombsathome@att.net

Printed Name Teresa McCombs Signature Teresa McCombs

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____

Agenda Item # 2022-334

Special Event Permit Application - Coming Clean 5K

MEETING DATE	PREPARED BY
June 6, 2022	Stephen Prestesater, Director of Public Relations

BACKGROUND

This is the second annual event for West Florida Baptist Church. The first year the event was a huge success.

SUMMARY

Coming Clean 5K will start at 7:30 am at Jernigans Landing on August 27, 2022. The run will depart Jernigan's landing, heading down the Riverwalk, under Hwy 90 where it will then turn up the sidewalk on Hwy 90 heading eastbound to Harber Landing. The run will continue through Harber Landing and onto the Old River Trail to the Navy boat docks where it will then turn around and head back to Jernigans Landing. The route is called an “A to A”, meaning that it will start and end in the same location. The City’s portable restroom has been requested for use, as well as amplified sound, power activation, and trash cans. Willing Street and Pine Street will need to be closed for the duration of this event. This event is to be funded by West Florida Baptist Church.

RECOMMENDATION

Staff recommends the approval of this event

ATTACHMENTS

1. Special Event Permit Application (Coming Clean 5K)

Special Event Permit Application

City of Milton
6738 Dixon Street, Milton Fl, 32570
850-983-5400 econdev@miltonfl.org

Instructions:

To process this application all applicable pages must be filled out completely and submitted to the City. Pages 1-6 are mandatory with every application. If you are requesting support and/ or sponsorship for your event, the City of Milton Outside Agency Funding Application is required in addition to this application. For questions about requirements, fees or the application process contact the Office of Economic Development.

Applicant & Event Organizer Information

☐ Individual ☒ Not-for Profit ☐ For Profit ☐ Charity

☐ Other: _____

Name of Organization: West Florida Baptist Church

Address: 5621 US-90 City: Milton

Phone: 850 623 8984 Email: jbeck@westflorida baptist.com

Event POC: Joel Beck

Phone: 620 200 1855 Email: jbeck@Westfloridabaptist.com

Event Information

☐ Concert ☐ Park Festival ☐ Street Festival ☐ Parade/ Procession

☒ Run/ Walk ☐ Sporting Event ☐ Sale/ Market ☐ Private Event/ Wedding

☐ Other _____

Event Name: Coming Clean 5K

Event website/ Event Page: Westfloridabaptist.com/Coming Clean 5K

Event Location: Festival + Riverside area Event Date(s) 8/27/22 to 8/27/22

Time of Event: Day 1 7:30 to 12:00 (Day 2 - Optional) _____ to _____

Setup Date & Time: 8/27/22 at 6:00 Teardown Date & Time: 8/27/22 at 1200

Estimated Attendance: 200-500 Is the Event Free to attend? ☐ YES ☒ NO

Special Event Questionnaire

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

Will a City park be utilized?	(page 3)	☒ YES	☐ NO
Will equipment from the City of Milton be needed?	(page 3)	☒ YES	☐ NO
Will you need the City's Stage?	(page 3)	☐ YES	☒ NO
Will there be amplified sound?	(page 4)	☒ YES	☐ NO
Will you need the City's portable restroom?	(page 3)	☒ YES	☐ NO
Will tents larger than 10'x10' be erected?	(page 4)	☐ YES	☒ NO
Will inflatable bounce houses be erected?	(page 4)	☐ YES	☒ NO
Will you be using water slides?	(page 4)	☐ YES	☒ NO
Will you need City Dumpsters/ Trashcans?	(page 3)	☒ YES	☐ NO
Will there be fireworks?	(page 4)	☐ YES	☒ NO
Will vendors be selling merchandise, food, or wares?	(page 4)	☐ YES	☒ NO
Will food be cooked at the event?	(page 4)	☐ YES	☒ NO
Will alcohol be sold or given away at this event?	(page 4)	☐ YES	☒ NO
Will animals/ pets be allowed at the event?	(page 4)	☐ YES	☒ NO
Will you be using State or County Roads?	(page 4)	☐ YES	☒ NO
Will temporary No Parking Signs be utilized?	(page 4)	☒ YES	☐ NO
Will EMT be on site?	(page 3)	☐ YES	☒ NO
Will you need security?	(page 3)	☐ YES	☒ NO
Will you require power on-site?	(page 3)	☒ YES	☐ NO
Will you require water on-site?	(page 3)	☒ YES	☐ NO

If you have answered YES to any of these questions, please see page 3-4 and select the items you request to use.

Do you have a Marketing Plan and if so, how will you notify surrounding businesses/ residents of your event? Businesses/residents will be notified via flyers, Mailouts and social media

Have you prepared a to scale event map/ layout that meets all ADA parking and access requirements?

☒ YES ☐ NO

City Fee Sheet

(City Fees are the fixed cost for the use of its facilities, licenses, insurance, parks, equipment, etc.)

Location(s)/ Facility used at event:

☐	North Riverwalk	$150	☐	North Willing Street	
☐	South Riverwalk	$150	☐	South Willing Street	
☒	Entire Riverwalk	$250	☐	North Elmira Street	
☐	N Riverwalk Gazebo	$50	☐	South Elmira Street	
☐	S Riverwalk Pavilion	$50	☐	Imogene Parking Lot	

Jernigan's Landing ***(Downtown event location for the City of Milton. Select all applicable)***

☒	Riverside	$100	☒	Festival Area	$150

☐ Other: _____

Requested Items:

☒	Portable Restroom *(at Jernigan's landing)*	$250	☐	Portable Restroom *(at alternate location)*	$350
☐	City Stage 13'x27'	$350	☐	City Movie System	$250
☐	Live Music Licensing *'**	$200	☐	Movie Licensing *'**	$(at cost)
☐	Event Insurance	$(at cost)	☐	Barricades/ Cones	$100/$10
☐	Street Info Sign	$250 per	10	City Garbage Cans	$10 per
☐	Tables 6ft	$5 per	☐	Chairs – 10 at a time	$10
☐	Tables & Chairs D/S/R	$25	☐	Tables & Chairs cleaning	$100
☐	Small Generator's	$100	☐	Large Generator	$250
☐	Generator power distro	$100	☐	Hose-bid water distro	$100
☐	City Hydrant tap fee	$50 + meter rate	☒	Fire/EMS (if available)	$30hr / 2hr min
☐	Police (if available)	$25hr / 4hr min	☐	Public Works Crew	$20hr/ 2hr min
☐	Other City Staff	$25hr/ 2hr min	☐	Street Sweeping	$250 per sweep
☐	Electrical Activation	$75 + meter rate	☐	Event Clean-up	$100hr
☐	Parade Package (including Police, Public Works, Planning and required street closures)				$1,000
☐	Concert Package (including light & sound production from our 3rd party vendor)				$1,600

*Published music, movies, and other electronic art forms are protected by US Copyright and Trademark laws. Unauthorized use of copyrighted work is illegal.

**Must be free event, open to the public and located within the City Limits to access the City's ASCAP, BMI and SESAC License.

Ordinances & Special Requests

Tourism District and Downtown Milton Special Requests:

NOTE: Tourism District Special Request Applications must be received by the city sixty (60) days prior to the event. Events with Alcohol mut submit ninety (90) days prior to the event.

I hereby request waiver of the following ordinances: ***(only available in the Tourism District)***

- ☐ Open Container Ordinance (Section 6-27)
- ☐ Noise Ordinance (LDR Section III-5.16)
- ☐ Animal Control Ordinance (Section 4-37(b))
- ☐ And/ or other Ordinance _____

I hereby request the following regarding the Blackwater River:

- ☐ Activate Boating Restricted Areas
- ☐ Activate 24-hour docking at the Riverwalk

I hereby request the use of Fireworks in the City of Milton:

- ☐ By selecting this box, you must complete the City of Milton Fireworks Display Permit Application

**note – Fireworks are subject to approval by the City Fire Chief and must be done by a licensed and insured pyrotechnics professional. Additional information will be provided.*

Time Period from when these requests will take place:

From: _____ Date: _____ To: _____ Date: _____

I hereby request that vendors be allowed to sell their wares at the event. All vendors know they must abide by all federal, state, county, and local laws regarding resell, sell of their ware. All vendors have their applicable license's available if requested. City will not be held liable. ☐ YES ☐ NO

Will this event require Road Closures? ---------- ☐ YES ☐ NO

Stewart Street requires a separate FDOT application. A scheduled meeting with the Planning Department is required for a State Road Clousure. Ensure you have your date/ time confirmed prior to submitting your information. The City will assist.

If so, please list street names:

1) Willing St from court house to Pinest. 2) _____

3) _____ 4) _____

Is this an annual Event? ☒ YES ☐ NO

If YES, list the date(s) requested for next year. Please note that requesting the date(s) on this application does not guarantee a hold or act as a confirmation of the requested date(s).

Requested event date(s): 8/26/23 Alternative Date(s): 8/19/23

Additional Documents Required with Application

All events require an Event Site Map and copy of Insurance Certificate's 10 days prior. Below are additional documents that may be required to be submitted with the application. Application will be considered incomplete without these documents.

For additional information on what is required please contact the Office of Economic Development.

☒ **Event Site Map** ☒ Event Race Route Map ☐ Parade Route & Alternate

Event organizers must provide a site map with vendor locations, portable restrooms, run/ walk route, etc. at the time this application is submitted. A detailed listing of all services is required for public awareness & safety.

☒ **Insurance Certificate(s)** ☐ Fireworks Application ☐ Other *(any other agency)*

☒ Tax Exempt Certificate and 501(c)3 Documentation *(if the entity is claiming tax exempt and/ or non-profit status)*

Rules & Regulations

Application Dates:

- The permit application process should begin at least 60 days prior to the event date. 90 days if alcohol is to be sold or given away. Parade application process should allow 6 months.
- Once all documents have been submitted, City Staff will schedule a meeting to review all information and ensure event organizers have met all requirements. Staff will at this time develop an Agenda Analysis for Councils review. Council will be informed during the Committee of the Whole meeting. This meeting takes place the third Thursday of every month.
- Each event will require Councils approval and organizers should attend *(if requesting support)*.

Cancellation Policy:

- Event application fees are non-refundable if the event is cancelled by the applicant.
- Although event application fees are non-refundable, if an event is cancelled due to inclement weather, the fee may be credited towards an alternate date. Event Organizers must inform the Office of Economic Development when cancelling any event. An alternate date must take place within one year of the original event date.

ADA Accessibility Guidelines:

- Event Organizers must make the event accessible to people with disabilities to the greater extent possible in compliance with the requirements of the American with Disabilities Act (ADA).
- Accessible parking must also be provided for persons with Disabilities. Information regarding accessible parking locations should be included as part of the event site map.

Clean-Up:

- It is understood that clean-up will be performed immediately following the event. Event site must be returned to its pre-event state. Failure to adequately clean-up event site may result in a fee. Adequacy of clean-up will be assessed by City of Milton Code Enforcement.

Hold Harmless Agreement

For and in consideration of having been granted permission by the City of Milton to hold a Special Event within the City of Milton limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the City of Milton, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the City of Milton, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 18th day of May in 2022

Tina L. Grissett

TINA LOUISE GRISSETT
Commission # GG 350614
Expires July 1, 2023
Bonded Thru Budget Notary Services

NOTARY PUBLIC STATE OF FLORIDA

Name of Special Event Coming clean 5K Run/Walk

Date(s) of Special Event 8/27/22

Name of Organization West Florida Baptist Church

Event Organizers Name Joel Beck

Address of Organization 5621 US-90 Milton FL 32583

Phone Number 850 623 8984

Email jbeck@westflorida baptist.com

personally known to me

Printed Name Joel Beck

Signature

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____

Agenda Item # 2022-333

Bid Opening for ITB 2022.07 Floating Kayak Launch System

MEETING DATE	PREPARED BY
June 6, 2022	Diane Ebentheuer, Purchasing Agent/Risk Manager

BACKGROUND

The City solicited bids for purchase of materials for a floating kayak launch system that is ADA compliant.

SUMMARY

Bid opening was held 05/04/2022. One bid was received for $50,629.00 with additional comments for proposed changes.

RECOMMENDATION

The Committee of the Whole recommends award to Gator Dock and Marine for $50,629 plus $3,500 (for a bench and overhead rail) = $54,129.00 total. This will be funded from the LWCF grant for Carpenter's Park.

ATTACHMENTS

1. 2022.07 Bid Tab with links
2. 2022.07 Department Recommendation

BID TABULATION

05/04/2022 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer	Purchasing Officer
Michele Williams	Purchasing Assistant
Curtis Krebs	Chief Financial Officer

Others in attendance:

NONE

Bid opening was held at 2:00 p.m. The purpose of the meeting was to receive bids for the following solicitation:

ITB 2022.07 Floating Kayak Launch System

1	CMI Limited C., dba Gator Dock & Marine	$	50,629.00
			with additional comments

Diane Ebentheuer Department Recommendation

From: John Norton
Sent: Tuesday, May 17, 2022 11:56 AM
To: Diane Ebentheuer
Subject: Floating Kayak Launch System

We are going to go with the Gator Dock and Marine bids of $50,629.00 with an addition of the bench and overhead rail at $3,500.00. That will put the total cost at $54,129.00. This will be funded from the LWCF grant for Carpenters Park.

John Norton
Milton Parks Director
MILTON
PARKS AND RECREATION
5629 Byron St., Milton, FL
Ph. 850-983-5466

Follow/Like us on Facebook
@MiltonSportsPlex
@SeniorsinMilton

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.

Agenda Item # 2022-320

Carmell Ridge has requested "NO PARKING" signs to be placed throughout the subdivision.

MEETING DATE	PREPARED BY
June 6, 2022	Christie Haarmann, Public Works Admin

BACKGROUND

Carmell Ridge has requested "NO PARKING" signs to be placed throughout the subdivision.

SUMMARY

Carmell Ridge has requested "NO PARKING" signs to be placed throughout the subdivision. You can see in the attachments of vehicles parking on side of road and no room to go down the street.

RECOMMENDATION

Recommend approval

ATTACHMENTS

1. Carmell Ridge HOA

CITY OF MILTON WARNING SIGNS REQUEST FORM

Please complete this form and sign in the space provided below. Be sure the medical certification section is completed by your doctor. Return this form and the appropriate fee (make checks payable to the City of Milton). For each request reviewed there is a $25.00 processing fee.

Applications are processed upon receipt. It takes about four weeks for the signs to be purchased and installed.

Applicant's Information Carmell Ridge HOA

Applicant's name: Deborah Weaver Date: May 10, 2022

Address: 5112 Carmell Ridge Circle Milton FL 32570 Phone number: 478-919-0062

Child's name & DOB: N/A

Select one (1) of these messages:

- ☐ DEAF CHILD AREA
- ☐ BLIND CHILD AREA
- ☐ DISABLED/HANDICAPPED CHILD AREA
- ☐ AUTISTIC CHILD AREA
- ☒ OTHER/ PLEASE INDICATE TYPE No Parking Zones

Medical Certification Section — by my signature below I certify that the applicant has a child who is handicapped.

Health care provider's signature: Date:

Printed name:

Disclaimer: There are no studies that show this type of sign alters a driver's behavior, i.e. slower speeds or motorist's increased awareness. Also, these signs are not included in the Manual on Uniform Traffic Control Devices. The city does not guarantee that the roadway will be any safer after sign installation, and strongly recommends that all pedestrians use extra care and caution near roadways.

Additional Information:
This sign will be removed on or about the child's 18th birthday.

Applicant's Signature:
I attest all the information I have provided above is correct and the special needs child resides at the address listed above. If the child moves from this address, I will inform the City of Milton so the sign can be removed.

Applicant's signature: Date: 5/10/2022

We appear before you today asking for your approval for No Parking Zones in Carmell Ridge Subdivision.

The streets are maintained by the City of Milton, NOT the HOA. Residents who have numerous vehicles are parking on both sides of the street, making it very difficult for other vehicles to pass through the streets to get into the subdivision. Visitors to the subdivision also cause parking issues in the same manner.

We've had instances where the City of Milton garbage truck could not get into the subdivision. The driver was forced to stop and honk for someone to move the vehicles. NO ONE came out to move their vehicles. If a fire truck or ambulance were needed, they would have a hard time getting through the congested area as well or not at all. We've had numerous complaints from residents about the other parking issues as well. **(See Exhibits A and B)**

Our property management company advised the BOD to establish parking guidelines that could be enforced. The Board called the City of Milton during the research process and was directed to Theresa Walsh in the Code Enforcement office. We explained the parking issues and she spoke with Randy Hoyt in Roads Department and they suggested the process we are going through now in hopes that this will get approved and that the Roads Department will be able to post No Parking signs or paint No Parking zones on the curbs.

Theresa also stated that the City of Milton Police will be able to enforce the No Parking zone violations which seem to be the only viable solution to this issue.

This is what we did to notify and obtain the signatures. **(See Exhibit C)**

- Notified residents of a special meeting to be held on April 9, 2022, at 9:00 am
  - Sent letters to each resident from the property management company
  - Posted meeting notice with day, time, and place on mailboxes
  - Posted meeting notice on our Group Facebook page

- We went door to door obtaining signatures from residents that did not attend meetings.
  - April 18, 2022
  - April 23, 2022

- And finally, we sent out an email to all residents we were not able to reach.
  - April 25, 2022

In the past, residents of Carmell Ridge have personally contacted the City of Milton Police to take care of this parking issue and the police said they could not enforce parking issues because there are no, No Parking zones posted.

We successfully attained <u>sixty-one percent</u> of the Carmell Ridge residents who said yes to the no parking zones

We are proposing that parking be allowed only on the large outside circle of the subdivision. The No Parking zone would be as indicated on the attached map. **(See Exhibit D)**

EXHIBIT A

City of Milton Garbage Truck trying to get through the Carmell Ridge Subdivision.

EXHIBIT B

Other parking issues in the subdivision

EXHIBIT C

1. Meeting Attendance
2. Signatures of Residents
    a) Those who attended the meeting
    b) Door to door signatures
    c) Votes from email communications

Meeting Sign In Sheet - April 9, 2022

Meeting	Door	Email	No Response	HOMEOWNERS	SIGNATURE	YES	NO
		✓		5061 **(Rental)** Tricia Cheney (homeowner)	email		✓
			✓	5065 Lakisha Moore			
✓				5066 Kurt & Patricia Overlade	Kurt / Pat Overlade	✓	
			✓	5069 Gabriel Ghabrial + Aly Botelho			
✓				5070 Charlotte Davis & James Gary Trudeau	& Gary	✓	
	✓			5073 Marc & Lori Bizzell		✓	
			✓	5074 Jessie Winkelman			
✓				5095 Sarah Cutts	Sarah Cutts	✓	
	✓			5099 Amir Kelker	Amir Kelker	✓	
	✓			5103 James & Amy Totten		✓	
✓				5104 Christina & Bryan Vincent	Bryan Vincent	✓	
	✓			5108 MIchael & Peggy Price	Mike Price	✓	
✓				5112 Debbie Weaver		✓	
✓				5116 Robert & Toya Paugh	Robert & Toya Paugh	✓	
✓				5120 Jan Littlejohn	Jan Littlejohn	✓	
			✓	5124 Matthew Hampton			
			✓	5128 Jeremy & Glenneth Veazey			
		✓		5132 Eric Nuvoli & Caitlin Gilson	email		no
			✓	5136 **(Rental)** Arias Greene			
✓				5139 Deborah & Henry Bostic	Debbie Bostic	✓	
			✓	5140 Nathaniel Orsa			
			✓	5143 Chris Forney			
		✓		5144 Sharon Stebbins	email	✓	
			✓	5148 Shirelle Neal			
	✓			5147 Holly & Robert Rawls		✓	
	✓			5152 Sabrina McLaughlin	Sabrina McLaughlin	✓	
	✓			5156 Kathleen Park	K M Park	✓	
	✓			5160 William Moss		✓	
		✓		5163 Anna Ledet	email -	✓	
			✓	5164 Amanda Harper	Pray		
		✓		5167 **(Rental)** John Chadwick Allen	email -	✓	

Meeting Sign In Sheet - April 9, 2022

Meeting	Door	Email	No Response				YES	NO
			✓	5168 Christeen Lawrason			✓	
	✓			5171 Jose & Nicole Welch			✓	
	✓			5172 Tonanisha & Frederick Hughes	Proxy		✓	
			✓	5176 Ethan & Danielle Wyrosdick			✓	
	✓			5180 Edward & Amanda Escalera			✓	
✓				5184 Harold & Eugenia Lacour			✓	
		✓		5188 (**Rental**) Michael Fraser		email		✓

CARMELL RIDGE HOMEOWNERS ASSOCIATION, INC.

PROXY

SPECIAL MEETING

DATE: SATURDAY, April 9, 2022
TIME: 9:00 a.m.
LOCATION: 5112 Carmell Ridge Circle, Milton Florida 32570
(Residence of Deborah Weaver)

I/We, the undersigned, owner(s) of the property located at 5184 CARMELL RIDGE CIRCLE (insert address) designate as follows:

Check all that apply:

☒ I instruct and authorize the Board of Directors to count this Proxy for purposes of achieving a quorum at the above-referenced annual members' meeting.

☐ I hereby designate Tonya La Cour w/BOD to attend the meeting and to act in my stead in voting for me on any issue or motion that is properly brought before the owners for a vote at the above-referenced annual members' meeting including the election of directors.

ALL OWNERS MUST SIGN:

Dated: 4-8-22 Harold LaCour HAROLD LA COUR
(sign) (print name)

Dated: 4-8-22 Eugenia LaCour EUGENIA LACOUR
(sign) (print name)

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Dated: _____, 20____ _____
Proxy

RETURN BY THE FOLLOWING OPTIONS:

OPTION 1) E-MAIL: ddodson@epmfl.net
OPTION 2) FAX: 850-484-2925
OPTION 3) MAIL: CARMELL RIDGE H.O.A.
c/o ETHERIDGE PROPERTY MANAGEMENT
908 GARDENGATE CIRCLE, PENSACOLA, FL 32504

CARMELL RIDGE HOMEOWNERS ASSOCIATION, INC.

PROXY

SPECIAL MEETING

DATE: SATURDAY, April 9, 2022
TIME: 9:00 a.m.
LOCATION: 5112 Carmell Ridge Circle, Milton Florida 32570
(Residence of Deborah Weaver)

[illegible] owner(s) of the property located at 5164 Carmell Ridge Cir. [illegible] designate as follows:

[illegible] Directors to count this Proxy for purposes of achieving [illegible] members' meeting.

[illegible] to attend the meeting and to act [illegible] any issue or motion that is properly brought before the [illegible] above-referenced annual members' meeting including the [illegible] of directors.

ALL OWNERS MUST SIGN

Dated: 4-2-22 (sign) Amanda Harper (print name)

Dated: _____ (sign) _____ (print name)

SUBSTITUTION OF PROXY

[illegible] designate _____

[illegible]

Dated: [illegible]

RETURN BY THE FOLLOWING OPTIONS

[illegible]

[illegible] 32504

CARMELL RIDGE HOMEOWNERS ASSOCIATION, INC.

PROXY

SPECIAL MEETING

DATE: SATURDAY, April 9, 2022
TIME: 9:00 a.m.
LOCATION: 5112 Carmell Ridge Circle, Milton Florida 32570
(Residence of Deborah Weaver)

I/We, the undersigned, owner(s) of the property located at 5156 Carmell Ridge Circle (insert address) designate as follows:

Check all that apply:

☒ I instruct and authorize the Board of Directors to count this Proxy for purposes of achieving a quorum at the above-referenced annual members' meeting.

☐ I hereby designate _____ to attend the meeting and to act in my stead in voting for me on any issue or motion that is properly brought before the owners for a vote at the above-referenced annual members' meeting, including the election of directors.

ALL OWNERS MUST SIGN:

Dated: 3-31-2022 Kathleen M Park (sign) Kathleen M. Park (print name)

Dated: _____ _____ (sign) _____ (print name)

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Dated, _____, 20____ _____
Proxy

RETURN BY THE FOLLOWING OPTIONS:

OPTION 1) E-MAIL: ddodson@epmfl.net
OPTION 2) FAX: 850-484-2925
OPTION 3) MAIL: CARMELL RIDGE H.O.A.
c/o ETHERIDGE PROPERTY MANAGEMENT
908 GARDENGATE CIRCLE, PENSACOLA, FL 32504

No parking

From: ledetanna (ledetanna@gmail.com)

To: deweaver17@yahoo.com

Date: Monday, April 25, 2022, 04:30 PM CDT

I vote yes for the no parking zones. I'm located at 5163 Carmell Ridge Circle.

Thank you,
Anna Ledet

Subject Re: No Parking Zones - Carmelle Ridge

To: [Deborah Weaver <deweaver17@yahoo.com>]

From Martha K. Allen <marthakallenrealtor@gmail.com>

Cc: [Toya Paugh <tkpaugh@gmail.com>, Charlotte Davis <charlottedavis049@gmail.com>, Sabrina McLaughlin <insightfulconcepts@gmail.com>, Kevin Etheridge <ketheridge@epmfl.net>, Dawn Dodson <ddodson@epmfl.net>]

Date Mon, Apr 25, 2022 at 8:21 PM

Hi, I vote YES.

Thank you for sending out this email!

Owner of 5167 Carmel Ridge.

Martha K. Allen | Realtor since 1997
License # SL655509
MarthaKAllenRealtor@gmail.com | **Call/Text: 850 288-1870**
Anchor Realty FL

On Mon, 25 Apr 2022 at 15:37, Deborah Weaver <deweaver17@yahoo.com> wrote:

Residents of the Carmell Ridge Subdivision,

On April 9, 2022, we had a special meeting to discuss and vote on No Parking zones in our subdivision.

These No parking zones would be the one side of the street from the mailboxes south to the stop sign. It would also include the side of the street of the inner circle. This means that parking will only be permitted on the outer circle side of our subdivision.

The streets are maintained by the City of Milton and the no parking signs will be put up by the roads department and enforced by the City of Milton Police Department.

We already have 50 percent of residents that have voted YES for these no parking areas in Carmell Ridge Subdivision, but the board wanted to give every resident the opportunity to vote on this.

Please send your YES or NO vote to Deborah Weaver (deweaver17@yahoo.com) no later than April 29, 2022, by 7 pm.

The board will be presenting this to the Committee of the Whole in May to start the process.

Thank you for your participation,

The Carmell Ridge HOA Board of Directors

Subject Re: No Parking Zones - Carmelle Ridge
To: [Deborah Weaver <deweaver17@yahoo.com>]
From Sharon Stebbins <stebbinssharon@gmail.com>
Date Wed, Apr 27, 2022 at 3:03 PM

Yes.

On 4/25/22, Deborah Weaver <deweaver17@yahoo.com> wrote:
> Residents of the Carmell Ridge Subdivision,
> On April 9, 2022, we had a special meeting to discuss and vote on No Parking
> zones in our subdivision.
> These No parking zones would be the one side of the street from the
> mailboxes south to the stop sign. It would also include the side of the
> street of the inner circle. This means that parking will only be permitted
> on the outer circle side of our subdivision.
> The streets are maintained by the City of Milton and the no parking signs
> will be put up by the roads department and enforced by the City of Milton
> Police Department.
> We already have 50 percent of residents that have voted YES for these no
> parking areas in Carmell Ridge Subdivision, but the board wanted to give
> every resident the opportunity to vote on this.
> Please send your YES or NO vote to Deborah Weaver (deweaver17@yahoo.com) no
> later than April 29, 2022, by 7 pm.
> The board will be presenting this to the Committee of the Whole in May to
> start the process.
> Thank you for your participation,
> The Carmell Ridge HOA Board of Directors
>

Parking Vote

From: Tricia Cheney (tedonne75@gmail.com)

To: deweaver17@yahoo.com

Date: Monday, April 25, 2022, 04:18 PM CDT

Good afternoon,

Thank you for your email. I would like to vote "No" for the No Parking Zones. Thank you for your time. Have a great evening.

Re: No Parking Zones - Carmelle Ridge

From: Michael Fraser (mfraser050@icloud.com)

To: deweaver17@yahoo.com

Date: Monday, April 25, 2022, 04:28 PM CDT

No Parking Zone vote: NO

-Mike Fraser

Sent from my iPhone

On Apr 25, 2022, at 3:37 PM, Deborah Weaver <deweaver17@yahoo.com> wrote:

Residents of the Carmell Ridge Subdivision,

On April 9, 2022, we had a special meeting to discuss and vote on No Parking zones in our subdivision.

These No parking zones would be the one side of the street from the mailboxes south to the stop sign. It would also include the side of the street of the inner circle. This means that parking will only be permitted on the outer circle side of our subdivision.

The streets are maintained by the City of Milton and the no parking signs will be put up by the roads department and enforced by the City of Milton Police Department.

We already have 50 percent of residents that have voted YES for these no parking areas in Carmell Ridge Subdivision, but the board wanted to give every resident the opportunity to vote on this.

Please send your YES or NO vote to Deborah Weaver (deweaver17@yahoo.com) no later than April 29, 2022, by 7 pm.

The board will be presenting this to the Committee of the Whole in May to start the process.

Thank you for your participation,

The Carmell Ridge HOA Board of Directors

Re: No Parking Zones - Carmelle Ridge

From: caitlin gilson (cdg1288@yahoo.com)

To: deweaver17@yahoo.com

Date: Wednesday, April 27, 2022, 11:59 PM CDT

5132 votes NO on the no parking signs.

People should be allowed to park on the street, especially if they are visitors, and as long as they are not blocking the flow of traffic or anyone's driveway, etc.
The street is NOT anyone's private property, and that should be respected.

I have a lot of disabled family and friends, and they should be able to park close to my house, respectfully, if they can't fit into my small driveway. They can't make the walk from the bingo parking lot, and they shouldn't have to, they're disabled...

Since I pay HOA fees, the mortgage, property taxes AND city taxes, city taxes that fund the maintence of this street, my family and friends can come to my home, just like anyone else's, even if their vehicles can't squeeze into my driveway.

Adding these NO PARKING signs just gives residents another reason to complain, either to the HOA or to waste law enforcement's time, while ruining someone's night by having a guest's, or homeowner's, car towed at their own expense... Simply because someone came to visit a loved one, or a resident parked on a street their taxes pay for?? That is wrong, and the fact that anyone is okay with this just blows my mind.

Thank you for your time.

On Monday, April 25, 2022, 03:37:50 PM CDT, Deborah Weaver <deweaver17@yahoo.com> wrote:

Residents of the Carmell Ridge Subdivision,

On April 9, 2022, we had a special meeting to discuss and vote on No Parking zones in our subdivision.

These No parking zones would be the one side of the street from the mailboxes south to the stop sign. It would also include the side of the street of the inner circle. This means that parking will only be permitted on the outer circle side of our subdivision.

The streets are maintained by the City of Milton and the no parking signs will be put up by the roads department and enforced by the City of Milton Police Department.

We already have 50 percent of residents that have voted YES for these no parking areas in Carmell Ridge Subdivision, but the board wanted to give every resident the opportunity to vote on this.

Please send your YES or NO vote to Deborah Weaver (deweaver17@yahoo.com) no later than April 29, 2022, by 7 pm.

The board will be presenting this to the Committee of the Whole in May to start the process.

Thank you for your participation,

A FINAL PLAT OF

CARMELL RIDGE

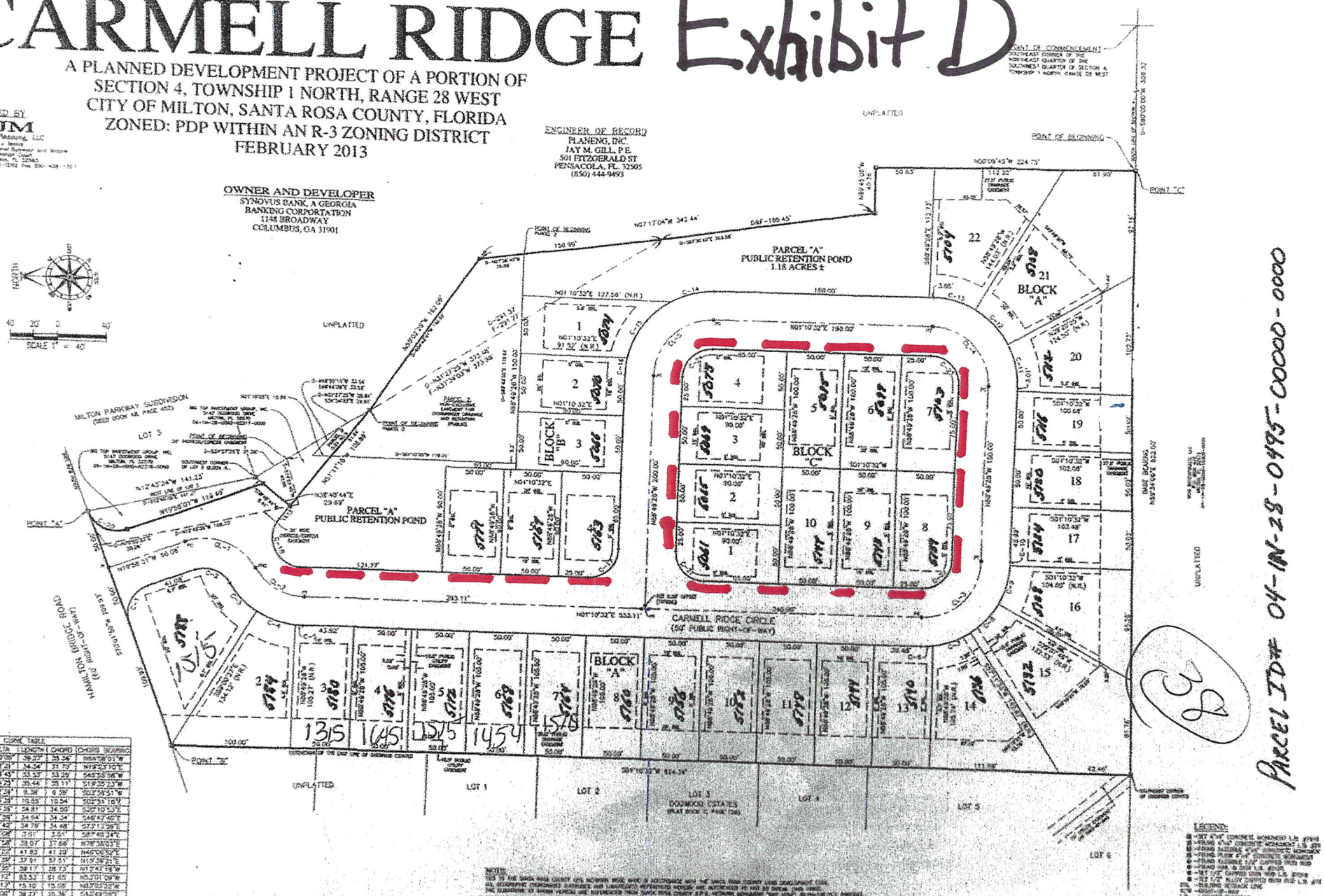
Exhibit D

A PLANNED DEVELOPMENT PROJECT OF A PORTION OF
SECTION 4, TOWNSHIP 1 NORTH, RANGE 28 WEST
CITY OF MILTON, SANTA ROSA COUNTY, FLORIDA
ZONED: PDP WITHIN AN R-3 ZONING DISTRICT
FEBRUARY 2013

PREPARED BY
KJM Land Planning, LLC

ENGINEER OF RECORD
PLANENG, INC.
JAY M. GILL, P.E.
501 FITZGERALD ST
PENSACOLA, FL. 32505
(850) 444-9493

OWNER AND DEVELOPER
SYNOVUS BANK, A GEORGIA
BANKING CORPORTATION
1148 BROADWAY
COLUMBUS, GA 31901



PARCEL ID# 04-1N-28-0495-00000-0000

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-1	25.00'	90°00'00"	39.27'	35.36'	N44°16'01"W
C-2	25.00'	79°57'21"	34.24'	31.79'	N19°23'10"E
C-3	75.00'	25°36'43"	33.53'	33.26'	S45°33'38"W
C-4	75.00'	87°04'23"	35.44'	25.11'	S19°25'23"W
C-5	75.00'	84°52'04"	6.38'	6.38'	S03°38'51"W
C-6	75.00'	08°53'39"	18.85'	18.54'	S08°53'16"E
C-7	75.00'	26°32'35"	34.81'	34.50'	S30°10'57"E
C-8	75.00'	26°27'24"	34.64'	34.34'	S46°42'40"E
C-9	75.00'	26°34'42"	34.79'	34.48'	S73°13'08"E
C-10	75.00'	02°18'08"	3.01'	3.01'	S87°40'24"E
C-11	75.00'	29°04'58"	38.07'	37.66'	N78°36'03"E
C-12	75.00'	31°57'22"	41.83'	41.29'	N46°06'52"E
C-13	75.00'	28°53'32"	37.81'	37.51'	N13°28'21"E
C-14	75.00'	29°55'25"	38.17'	38.13'	N17°42'18"W
C-15	75.00'	48°32'12"	63.53'	61.65'	N52°01'09"W
C-16	15.00'	111°12'13"	15.10'	13.08'	N83°35'22"W
C-17	25.00'	90°00'00"	39.27'	35.36'	S44°49'28"E
C-18	25.00'	117°36'12"	50.88'	44.87'	S84°08'38"W
C-20	25.00'	90°00'00"	39.27'	35.36'	S02°01'09"W
C-21	25.00'	90°00'00"	39.27'	35.36'	S46°10'37"W
C-22	25.00'	90°00'00"	39.27'	35.36'	S42°49'23"E
C-23	25.00'	90°00'00"	39.27'	35.36'	N46°10'37"E
C-24	25.00'	90°00'00"	39.27'	35.36'	N47°49'23"W

CENTERLINE CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
CL-1	50.00'	94°42'21"	68.86'	61.41'	N13°23'10"E
CL-2	50.00'	87°13'49"	76.12'	68.94'	S04°37'29"W
CL-3	50.00'	90°00'00"	78.54'	70.71'	S42°49'23"E
CL-4	50.00'	90°00'00"	78.54'	70.71'	N46°10'37"E
CL-5	50.00'	90°00'00"	78.54'	70.71'	N43°49'23"W

NOTE:
THIS IS THE SANTA ROSA COUNTY GRID NORTH BASE BEARING IN ACCORDANCE WITH THE SANTA ROSA COUNTY LAND DEVELOPMENT CODE.
ALL ELEVATIONS OF CONTROL POINTS ARE BASED ON NAVD 88 AND ARE REFERENCED TO THE SANTA ROSA COUNTY G.P.S. NETWORK MONUMENT "SRC HOLT" (ELEV=108.25 ft. (NAVD88))

COORD. PLANE COORDINATES TABLE							
STATION	NORTHING	EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE	ELEVATION
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

* GRIDNORTH AND DISTANCE TO GROUND DISTANCES (SAME AND DISTANCE BY AVERAGE SCALE FACTOR)

LEGEND:
[illegible]

PLAT BOOK 11 PAGE 7

Agenda Item # 2022-327

Whisper Creek Developers Agreement

MEETING DATE	PREPARED BY
June 6, 2022	Christie Haarmann, Public Works Admin

BACKGROUND

Whisper Creek Apartments is requesting the approval of the Developers Agreement for 130 units off of Berryhill St. The total cost of impact fees will be $572,813.00.

SUMMARY

Whisper Creek Apartments is requesting the approval of the Developers Agreement for 130 units off of Berryhill St. The total cost of impact fees will be $572,813.00.

RECOMMENDATION

Staff recommends approving the developer's agreement.

ATTACHMENTS

1. Whisper Creek Dev Agreement

CITY OF MILTON, FLORIDA
CAPACITY IMPACT FEE AGREEMENT

This Agreement is made and entered into this 18th Day of May 2022, by and between City of Milton, a political subdivision of the State of Florida, acting through its City Council, with an administrative address of 6738 Dixon Street, Milton, Florida 32570 ("City") and

Business Name ("Owner"):	Whisper Creek Apartments, LLC
Property Owner:	Whisper Creek Apartments, LLC
Mailing Address:	2211 Medina Road, Suite 100 Medina, OH 44256

APPLICABLE SERVICE DETAILS

Service Address ("the Property"):	6002 Berryhill Road Milton, FL 32570
Type of Service:	Water: YES
	Wastewater: YES
Size of Water Meter:	8" WATER METER
Initial Capacity Impact Fee:	$3,937.50/Unit
# of Dwelling Units:	130-Units
Total Initial Capacity Impact Fee:	$511,875.00
Equivalent Average Daily Flow:	187.50 Gal/Unit/Day
Total Equivalent Average Daily Flow:	24,375 Gal/Unit/Day

Owner has requested that City provide the service shown above and agrees to pay City the Initial Capacity Impact Fee, shown above, prior to connection.

Payment of this Initial Capacity Impact Fee amount entitles Owner to use the City water and wastewater system in amounts not exceeding the Equivalent Average Daily Flow shown above.

Upon City's request and throughout the duration of the project, Owner shall provide City

with an update as to the Property's occupancy percentage. Owner shall notify City within five (5) business days of the Property reaching ninety percent (90%) or higher occupancy (such shall be "Stabilization"), as reasonably demonstrated by Owner. Upon Owner's notification, City shall begin to monitor the water and wastewater usage on the Property for a period of three hundred sixty-five (365) days (the "Assessment Period").

Upon end of the Assessment Period, City shall review and assess average daily flow during the Assessment Period and shall provide the Owner with a calculation of the actual average daily flow (the "Actual Average Daily Flow") on a per Gal/Unit/Day basis. The Actual Average Daily Flow shall be supported by accurate and reliable data which shall be provided to Owner immediately upon request. Owner shall have the right to refute and/or request removal of anomalous or other data Owner deems refutable. Upon such refutation and/or request for removal, City shall provide Owner with a revised Actual Average Daily Flow.

If the Actual Average Daily Flow exceeds the Equivalent Average Daily Flow by 30 Gal/Unit/Day or more, Owner shall provide City an additional capacity impact fee (the "Additional Capacity Impact Fee") equaling (i) the difference between the Actual Average Daily Flow and the Equivalent Average Daily Flow, multiplied by (ii) the rate of $21.00/Gal/Unit/Day. Under no circumstances shall the total combined amount of the Initial Capacity Impact Fee and the Additional Capacity Impact Fee paid by Owner be more than $5,250/Unit.

Payment of such Additional Capacity Impact Fee shall be made <u>within thirty (30) days</u> of notice from City that payment is required, and failure to make payment within the time required shall be a basis for denial or termination of service.

No capacity impact fee or fees or any part thereof shall be refunded on account of any reduction in average daily flow.

<u>Interpretation.</u>

a) For the purpose of this Agreement, the singular includes the plural, and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement 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 of the terms and provision hereof.

<u>Severability.</u> The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Further Documents. The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Notices. All notices required to be given under this Agreement shall be in writing and shall be sent by first class United States mail, unless some other form of notice is established by the City Manager, to the parties as follows:

City of Milton
Randy Jorgenson
City Manager
P.O. Box 909
Milton, Florida 32570

Owner
Whisper Creek Apartments, LLC
Ben Weinerman, Authorized Agent
2211 Medina Road, Suite 100
Medina, OH 44256

Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Governing Law. This Agreement shall be interpreted under, and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Santa Rosa County, Florida and therefore, each party to this Agreement hereby waives the right to any change of venue.

No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

City of Milton	Owner
By:	By:
Date:	Date: 5/18/2022

Payments of Additional Capacity Impact Fees (If Necessary)

Water:	Date of Payment	Amount Paid	Revised Equivalent Avg Daily Flow	City	Owner

Wastewater:	Date of Payment	Amount Paid	Revised Equivalent Avg Daily Flow	City	Owner

Agenda Item # 2022-457

Rapid Infiltration Basin Task Order

MEETING DATE	PREPARED BY
June 6, 2022	Dawn Molinero, City Clerk

BACKGROUND

A Rapid Infiltration Basin is an integral component of the proposed WWTP. To complete the design of the system, the task order found here needs to be authorized by the Council. Geo-tech on 70 of the 100 acres is complete and the balance of the property will be complete by the end of June. Staff has negotiated a reduction in the proposed timeline from 85 to 60 days. The cost is less than it would be in the absence of the considerable project knowledge of the provider. Fiscal impact is 74,700.

SUMMARY

RECOMMENDATION

Approval of task order.

ATTACHMENTS

1. 0011_001 RIBS BDI

CITY OF MILTON
NSRRWRF RIB DESIGN
SCOPE OF SERVICES

05/16/22

Section I. BACKGROUND

In July 2021, Santa Rosa County engaged the services of Larry M. Jacobs and Associates (LMJ) to conduct a geotechnical site investigation for an approximately 66 acres parcel owned by the County. The purpose of this investigation was to determine the viability of the site to be used for the development of rapid infiltration basins (RIB) for the discharge of treated effluent from the new North Santa Rosa Regional Water Reclamation Facility (NSRRWRF). On February 9, 2022, LMJ issued an *Interim Report of Preliminary Hydrogeological and Geotechnical Explorations* on the proposed site. Without having completed the hydrological model, it appeared that the site would yield 400,000 to 600,000 gallons per day for rapid infiltration and an additional 337,000 to 450,000 gallons per day with slow-rate application via a spray field. While LMJ was moving forward with the modeling effort, the County expanded the area of evaluation to include an additional 34 acres. Currently, that effort is still in progress.

On April 28, 2022, the County authorized staff to enter into a Memorandum of Agreement with the City of Milton (City) for the use of the property for rapid infiltration. The Interim report provided initial design criteria and, with the securing of the property, the City has requested that Baskerville-Donovan, Inc. (BDI) provide a scope of work to move forward with the design of the RIB's while the modeling is being completed.

Section II. SCOPE OF SERVICES

TASK 1 – SURVEYING

This task order assumes that Santa Rosa County will provide a boundary survey for that portion of the property that is being included in the Memorandum of Understanding. The required survey effort will mark the locations of the proposed RIB's, access roads, and piping configurations for construction.

TASK 2 – RAPID INFILTRATION BASIN DESIGN AND CONTRACT DOCUMENTS

BDI will prepare plans, specifications and contract documents for bidding and construction of the RIB and on site spray irrigation. The scope of work includes preparation of project documents at 60, 100 percent and ready to advertise plans and specifications that generally include all piping and appurtenances, and site work including access paving and grading, The basis of the design will be set out in the recommendations identified in the final geotechnical and groundwater modeling report provided by LMJ and the FDEP regulations, Chapters 62-600 and 62-610, F.A.C. for the disposal in rapid infiltration basins.

2.1 Design

BDI will develop and submit design drawings plus specifications using MASTERSPEC format. BDI will be responsible for the oversight of the production and certification of construction documents including plans and specifications. Submittal materials for the 60 percent completion level shall include site grading and piping plan. The final (100%) plans and

specifications shall include City comments received from all reviews along with completion of permit applications.

2.2 Design Reviews and Final Contract Documents

1) Schedule and meet with City representatives to review comments on deliverables from 60 and 100 percent completion level submittals.
2) Manage design and review meetings.
3) Complete internal QA/QC process throughout
4) Incorporate the City and BDI QC comments into deliverable phase plans and specifications for this project.

TASK 3 – PERMITTING SERVICES

An FDEP Domestic Wastewater substantial permit modification is required to construct the rapid infiltration basins. BDI will prepare, submit and coordinate three (3) copies each of the following permits:

1) *Wastewater Facility or Permit Activity Form 1 General Information* (Form 62-620.910(1));
2) *Wastewater Permit Application Form 2A for Domestic Wastewater Facilities* (Form 62-620.910(2));
3) *FDEP and/or NWFWMD Stormwater Discharge Permit for Construction Activities.*
4) *Notification of Completion of Construction for Wastewater Facilities or Activities* (Form 62-620.910(12)); and,
5) *Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals* (Form 62-620.910(13)

BDI shall prepare the necessary permit application forms and specifically the FDEP Domestic Wastewater Treatment Facilities Permit Application (1 and 2A), appropriately certified, and supporting documents for approval of the project and submit application to local, state, and federal regulators for the permits noted. Permit fees associated with permit applications and approvals shall be paid by the City. As part of this fee, BDI will respond to up to two (2) FDEP Requests for Additional Information (RAIs). Additional permitting assistance beyond the two (2) RAIs may be provided by supplemental authorization by the City on a time and material basis.

BDI shall prepare site plan approval documentation and be responsible for securing site plan approval or other local government land development orders required for this RIB project.

Section III. OWNER'S RESPONSIBILITY

The City will provide all available information (FDEP DMRs, drawings, permits, reports, etc.) to assist in the permitting and design of the RIB's. The City shall provide input into the design and layout, and provide written comments on the design construction plans and specifications. The City shall be responsible for all agency review fees associated with permitting.

Section IV. DELIVERABLES

BDI will provide the following deliverables:

1. Three (3) sets of preliminary (60%) design construction plans
2. Three (3) copies each of the FDEP Domestic Wastewater Permit documentation

3. Three (3) sets of draft final (100%) design construction plans and specifications
4. Three (3) sets of final ready-to-advertise construction plans and specifications
5. One (1) set of electronic final ready-to-bid construction plans and specifications
6. Three (3) sets of Released for Construction plans and specifications
7. Three (3) sets of "As-Built" Record Drawings
8. One (1) set of electronic "As-Built" Record Drawings

Section V. SCHEDULE

The following is a project schedule by milestone task from the "Notice to Proceed" through the final, ready to advertise, contract documents. The total project schedule is based on the City review periods of 5 calendar days at each submittal. It is anticipated that the project schedule will be 85. The overall project schedule is dependent on a timely response review from the all regulatory agencies in review and approval of the completed permit application documentation.

Milestone Task	Calendar Days (each Task)	Calendar Days (from NTP)
Notice to Proceed	0	0
Surveying	20 *	20
60% Plans and Specifications	35	35
Client Review Duration	3	38
100% Plans and Specifications	10	48
Client Review Duration	2	50
Final ready to Advertise Contract Documents	10	60
Total Project Duration until Bidding Phase	-	60 days

* Data Collection will be simultaneous to with design.

Section VI. METHOD OF COMPENSATION

For the performance of the above activities, we propose a fee schedule as indicated below.

Summary of Services

Task 1 – Survey	$12,500
Task 2 – Design	$54,700
Task 3 – Permitting	$7,500
Total	$74,700

BDI shall invoice the City monthly based on percent of the project completed or in accordance with an agreed upon payment schedule. All allowances are not to be exceeded without prior written authorization by the City.

Section VII. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an agreement and a "Notice to Proceed" for the above referenced tasks to accomplish this work:

BASKERVILLE-DONOVAN, INC.	CITY OF MILTON
Richard W. Delp, CSI Water Resource Director/VP	Randy Jorgenson City Manager
Date 5/16/2022	Date

Agenda Item # 2022-341

Consideration of Election Ordinances and Practices for Council Elections

MEETING DATE	PREPARED BY
June 6, 2022	Alex Andrade, City Attorney

BACKGROUND

The City Charter contains provisions for candidate qualifying and campaigning that are in conflict with Florida law.

Notably, the Charter's qualifying time period for candidates (50 days prior to the general election) is set later than the final day to finalize election ballots by the Santa Rosa County Supervisor of Elections (75 days prior to the general election).

Additionally, the current policy of prohibiting the opening of a bank account by a candidate until after they qualify to be on the ballot prevents them from adequately preparing to spend and record the expenditures necessary to pay to verify the petitions they are required to turn in to be qualified on the ballot.

The requirement to address City election procedures opens up the opportunity to amend additional components of how the City conducts its elections, including items such as residency requirements, establishing the use of bank accounts and further defining "campaign activity."

SUMMARY

The City must address the issue of qualifying dates for Council candidates to be able to qualify in time for the SOE to prepare ballots for the upcoming election. As the Council considers how to address the issue, the Council may desire to address additional inconsistencies between City ordinance and state law, and revise portions of its election ordinances.

RECOMMENDATION

The Council approve and provide public notice of its changes to the qualifying period for the upcoming election, and provide staff with direction on any additional changes it may desire to be made in its elections procedure.

ATTACHMENTS

1. Election Agenda Item

Memorandum on Elections Law and City Ordinance

Authority of the Council

Article V Sec. 5-1 of the City Charter sets out the time for elections of City Council seats as the first Tuesday after the first Monday in November for each even-numbered year.

Article V Sec. 5-2 of the City Charter states that in order to qualify to be on the ballot, candidates must submit 25 petitions signed by qualified electors of the City no earlier than the 50th day prior to the election, and no later that then 46th day prior to the election. Any person nominated must submit a written acceptance of the nomination no later than 10 days prior to the day of the election.

These two sections cause a logistical inconsistency for the Santa Rosa Supervisor of Elections ("SOE"), which administers the elections for the City. The SOE requires ballots be finalized to print in both English and Spanish, by no later than August 26th for the upcoming election on November 8th. Because the deadline is 75 days prior to the election, the Charter's provisions, if strictly followed, would jeopardize the ability of the City to provide the necessary information for each Council race to the SOE in time to print the ballots for the election.

Florida Statute 100.3605 states that a City may change the dates for qualifying and for the election of members of the governing body of the municipality, and provide for the orderly transition of office resulting from such date changes. It also states that <u>no charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.</u>

Florida Statute 99.0955 states that each person seeking to qualify for election as a candidate shall file his or her qualifying papers and qualify by the petition process pursuant to s. 99.095 with the SOE officer and during the times and under the circumstances prescribed in **<u>s. 99.061</u>**. Upon qualifying, the candidate is entitled to have his or her name placed on the general election ballot.

Upon review of Florida Statutes, it is the opinion of the City Attorney that the Council can amend the qualifying period to guarantee the orderly administration of its upcoming election.

Qualifying Period

The minimum number of days prior to the November 8 general election in which candidates for City Council should qualify is 75 days, or August 26, 2022. If Council desired to make the qualifying date 100 days prior to the election, the date would be July 31, 2022. Alternatively, the Council could, in future elections, consider crafting an ordinance to make the qualifying period for Council races the same as the qualifying period for all other races, as administered by the SOE.

Lack of Direction Within Charter and Ordinances

The word "campaign" appears in only four sections of the City's Charter or Ordinances. The three times the word is found that are applicable to this discussion relate to campaign advertisement and signage. (UDC section 2.1 Definitions, section 16.9 Other Advertising and Signage Standards and Chapter 4 of the City Ordinance, Campaign Advertisements).

The City Charter and Ordinances make no reference to the opening of a bank account for the purpose of raising and spending money for a campaign.

The City Charter and Ordinances make no references to general campaign activity, other than its restriction on the placement of signs, and their removal within 30 days of their candidacy ending.

Notably, while City Ordinance 16.9 require candidates remove their signs from within the City limits within 30 days of their candidacy ending, it makes no reference to prospective elections.

Because there are no references to fundraising activity, and a lack of references to campaign activity, Florida law would apply. Currently, the City's tradition and practice are in conflict with Florida law in many instances.

Residency Requirements

The Charter states that Council members must be residents of the City for at least one year prior to their election, and candidates for Mayor must be residents for at least three years prior to the election, but makes no reference to whether the time calculation must be the years immediately prior, or even be consecutive.