



AGENDA WORKSHOP

Regular Meeting Agenda

September 21, 2023
5:30 PM
6738 Dixon Street
Milton, FL 32570

- 1. Open Meeting**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**

- Recommendation for additional items from the staff.
- Recommendation for additional items from the Council.

5. Recognitions, Proclamations & Awards

Item # 2023-1892
Al Brewton Recognition

6. Public Hearings/Meetings

7. Invited Speakers

8. Persons to Appear

9. Ordinances & Resolutions

Item # 2023-1937
Ordinance #1990-23 RMD Pension

10. City of Milton Events

Events Coordinator, Jay Conrad

Item # 2023-1932
SEPA / OAFA: Santa Rosa County Veteran's Day Parade and Ceremony
(11/11/23)

Item # 2023-1933
SEPA: Christmas Lighted Boat Parade (12/1/23)

Item # 2023-1934
SEPA / OAFA: Milton Christmas Parade (12/2/23)

Item # 2023-1935
SEPA: Milton's Blackwater Food Truck Festival - Spring (3/9/24)

11. Finance, Planning Board

Councilman Michael Cusack

12. Administration, Emerald Coast Regional Council

Councilwoman Marilyn Farrow

Item # 2023-1889

Bid Opening for RFP 2023.17 City of Milton Executive Search Firm (City Manager)

Item # 2023-1893

Recommended Pay Increase For IT - City Clerk Duties

13. Parks & Recreation, Community Improvement Board

Councilman Gavin Hawthorne

14. LEAP

Councilman Jason Vance

15. Board of Adjustments

Councilman Matthew Jarrett

16. Historic Preservation Board, Transportation Planning Organization

Councilwoman Roxanne Meiss

Item # 2023-1901

Local Historic Resource proposed addition to UDC - Sections 11.4 & 11.5

17. Growth, Development & Annexation, Tourist Development Council

Councilman Jeff Snow

Item # 2023-1936

Proposed rezoning of 11.5 acres - Vanity Fair Rd.

18. Public Works

Councilman Casey Powell

Item # 2023-1895

Purchase of the Webster Property on Richardson St

Item # 2023-1896

Developers Agreement for The Grove at Berryhill Subdivision

Item # 2023-1897

Task Order for Spray Field on New Property for WWTP

Item # 2023-1898

Emergency Purchase of Pipe Bursting Project for Park Avenue

Item # 2023-1899

Negotiation for RFP 2023.11 Engineer Services for Russell Harbor Park

Item # 2023-1900

Bid Opening for RFP 2023.09 Professional Appraisal Services WWTP

Item # 2023-1902

Wastewater Interconnectivity Highway 87 S.

19. Mayor Report: Public Safety, Ordinance Committee

Mayor Heather Lindsay

Item # 2023-1890
Facing Fentanyl Discussion

Item # 2023-1891
Review of Policy for Comments to Press

20. City Manager's Report

21. Public Input

22. Adjournment

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



Ordinance #:

MEETING DATE	PREPARED BY
September 21, 2023	Molly Turnes, Admin Assistant/Permit Clerk/Assistant City Clerk Clerk's Office

Ordinance #1990-23 RMD Pension

Page 1 of 3
ORDINANCE NO. 1990-23

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, FURTHER AMENDING CHAPTER 38, PERSONNEL AND RETIREMENT, ARTICLE IV, MILTON GENERAL EMPLOYEES' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF MILTON: AMENDING SECTION 38-125, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR SEVERABILITY OF ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 38 "Personnel and Retirement," Article IV, General Employees' Retirement System of the City of Milton Code of Ordinances governs the retirement plan and trust fund for the City of Milton (hereinafter the "Plan");

WHEREAS, changes to the Internal Revenue Code may happen quickly and frequently. There is a benefit in authorizing the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status;

WHEREAS, effective January 1, 2023, the Internal Revenue Code was amended by increasing the required minimum distribution age from 72 to 73;

WHEREAS, the Board of Trustees of the Plan has recommended amending of the Plan as set forth below to maintain compliance with the Internal Revenue Code.

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

Section 1: Section 38-125 of the Milton City code is amended to read as follows:

38-125 Minimum Distribution of Benefits.

* * *

(b) *Time and manner of distribution.*

- (1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70~~ **73 and one-half, provided the member had not already attained age 72 by December 31, 2022.** or the calendar year in which the member terminates employment with the city. **The Plan will make all future required minimum distributions in compliance with the prevailing age**

restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.

- (2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:
- a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age ~~70 and one-half~~ **73** if later, as the surviving spouse elects. **The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time.**

* * *

Section 2. All sections or parts of sections of the City Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 3. Should any section or provision of this Ordinance or any paragraph, sentence or word, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or part hereof, other than the part declared to be invalid.

Section 4. It is the intention of the City Council of the City of Milton that the provisions of this Ordinance shall become and be made a part of the Code of the City of Milton and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

CITY OF MILTON, FLORIDA

ATTEST

CITY CLERK

HEATHER LINDSAY, MAYOR

1st Reading: _____

2nd Reading: _____

Legal in form and valid when signed by City
Attorney.

ALEX ANDRADE, CITY ATTORNEY

Coding: Words in ~~strikeout type~~ are deletions from existing text.
Words in **underline type** are additions.



SEPA / OAFA: Santa Rosa County Veteran's Day Parade and Ceremony (11/11/23)

MEETING DATE	PREPARED BY
September 21, 2023	Administration Department Jay Conrad, Events Coordinator



Outside Agency Funding Application

Outside Applicant funding by the City of Milton is intended to provide resources from the City to assist neighborhood, community, social and not-for-profit organizations in carrying out community activities. Resources are allocated to specific events/activities/projects/programs only. General operational funds and/or administrative costs not associated with the project/program are not eligible. All funded activities must take place within the city limits of the City of Milton and be must free and open to the public to attend. Explanation for events outside the city limits and/or not free and open to the public must be provided and may be approved on a case-by-case basis.

Resources provided by the City may include, but are not limited to the following: direct financial support, use of City property, use of City equipment, use of City staff or any combination thereof. The specific resources requested must be identified in this application. The Applicant is advised that the approval or disapproval of each application is at the sole discretion of the City of Milton and the information requested is used as a basis to evaluate the Applicant's project. Submission of an application does not create entitlement to funding or any other City resource. Funding in one year does not create an entitlement to funding in future years. The application shall be reviewed by the City for completeness and eligibility prior to any approvals. The City's discretion is absolute, and the City may, for example, waive any technical irregularity, award in-mass, partial fund, split fund, or reject any and all submittals. Additional post-award requirements above and beyond what is required in this application may be added by City Council at its sole discretion. For the purposes of this application, "funding", "resources" "support" or "award" means cash, goods and services or both and may be used interchangeably.

***THIS APPLICATION DOES NOT TAKE THE PLACE OF A
SPECIAL EVENT PERMIT APPLICATION***

Name of Organization: Santa Rosa Co. Veterans Memorial Foundation

Address: 5191 C Willing St. Milton FL

Name of Representative: Vickie Powers

Telephone: 850-860-2427

Cell Phone: _____

Email: santarosa.veterans.memorialplaza@gmail.com

Name of Event/Activity/Project/Program: Veterans Day Parade + Ceremony

Has the City of Milton ever provided support of any kind for the organization/event in the past? ☒ YES ☐ NO

Are you incorporated? YES ☐ NO ☐

Are you a Florida Not for Profit Corporation? ☒ YES ☐ NO ☐ N/A

Do you have a 501c3 designation? ☒ YES ☐ NO (If yes, please attach a copy) ☐ N/A

Are you registered with the Florida Department of Agriculture and Consumer Services? YES ☐ NO ☐ N/A

Have you filed a 990 with the IRS for the previous year? ☒ YES ☐ NO (If yes, please attach a copy) ☐ N/A

Explanation of Organization
(Who are you? What is your mission?)

Explanation of Event/Activity/Project/Program
(How does this event/program benefit the Citizens of the City of Milton? Include information of previous versions of this event. Number of participants previously and expected this year, etc.)

Parade honoring Veterans of our County
Ceremony honoring Veterans of our County

Explanation of Funding Request
(What will the City pay for/provide and why?)

Assist with the parade package funding

Explanation of How Event/Activity/Project/Program Benefits
the City of Milton and its Citizens

BUDGET

Has your organization received City funding for this specific event/project in the past? YES NO N/A
If "YES", please indicate the amounts below (both in cash and in-kind):

FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
	\$500.00	\$500.00	Corid / Cancelled	\$500.00

The City's Fiscal Year is October 1 – September 30.

Has your organization received City funding for any other events/projects in the past 5 years? YES NO N/A
If "YES", please list each event/project that received funding and the amounts for each.

Are you utilizing City funds as match for a grant? YES ☒ NO
If "YES", what is the required total match amount? \$ _____
How much money will be received from the grant? \$ _____
Please provide a copy of the grant application we will be matching.

Please detail all funding sources (cash and in-kind) for this event/project (including City request). For example, other governmental funding, donations, sponsorships, fundraisers, etc. Individual donors/sponsors do not have to be identified. The totals at the bottom should reflect the entire budget for this event/project. If this is a first-time event, please provide a projected revenue budget.

<u>REVENUE</u>	<u>PRIOR YEAR</u>	<u>CURRENT YEAR</u>	<u>UPCOMING YEAR</u>
1. City of Milton	\$500.00	\$500.00	
2. SRC Veterans Memorial Foundation	\$500.00	\$500.00	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTAL REVENUE	\$1000.00	\$1000.00	

Please detail all expenditures for this event/program. For example, printing, band fee, advertising, supplies, etc.

The totals at the bottom should reflect the entire budget for this event/project and should equal the Revenues identified above. If a good/service is donated, it should be reflected as a donation in the Revenue Section and an expenditure in the Expenditure Section to balance the budget. Individual donors do not have to be identified. If this is a first-time event, please provide a projected expense budget.

<u>EXPENSES</u>	<u>PRIOR YEAR</u>	<u>CURRENT YEAR</u>	<u>UPCOMING YEAR</u>
1. City of Milton			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTAL EXPENSES			

What percentage of the total budget will the City be providing if this application is approved? 50 %

PARTICIPANTS

	<u>PRIOR YEAR</u>	<u>CURRENT YEAR</u>	<u>UPCOMING YEAR</u>
1. Number served by this event/program			
2. Cost per participant			

If funding is approved, how will the number of participants be increased, or the event/program expanded?

INSTRUCTIONS

1. Submit this completed application and all required, applicable documentation to:

Mail to:

The City of Milton
c/o Office of Economic Development
Post Office Box 909
Milton, Florida 32572

Hand Deliver to:

The City of Milton
c/o Office of Economic Development
6738 Dixon Street
Milton, Florida 32570

Email to: espears@miltonfl.org

2. Funding requests will be reviewed for completeness and technical aspects by City Staff. The request will then be forwarded to City Council for consideration. Staff will review the following aspects:
 - A. Organizational Capacity
 - B. Proposed Program/Funding Use
 - C. Efficiency & Collaboration
 - D. Financials
 - E. Meeting Community needs and priorities
3. Applications that are approved by City Council will receive a notification regarding the level of funding and a Funding Agreement from the City. The City is not responsible for any expense incurred prior to award of funding or outside of the scope of funding approval.

CONDITIONS OF FUNDING

By submitting this application, Applicant consents to the following conditions contained in this section. Failure to comply with any one of the below conditions is a default:

- ☐ Funded projects must provide a direct benefit to the businesses or citizens of the City.
- ☐ Services offered by the Applicant must not be restrictive with regard to race, sex, age, religion, disability, or any characteristics that would be prohibited by law.
- ☐ Funds may not be used for any purpose prohibited by law.
- ☐ Applicants requesting funding for the following services or activities will not be considered:
 - Endowments or debt reduction
 - Administrative services support
 - Annual fundraising or capital campaign
 - Political activities
 - Religious activities
 - Public agencies for mandated services
 - Scholarships or individual grants or awards
 - Private Foundations
- ☐ All awards are based on availability of funds. Awards may be provided until all funds are exhausted. If funds remain after the initial cycle, additional cycles later in the year may occur at the City's discretion. Based on available funds, some applications may be approved, while others may be only partially funded or receive no funding.

- ❑ The Applicant hereby agrees to allow the City of Milton to capture, own and use at their sole discretion, images, videos, recordings, and the like of the event/activity/program/project. The City shall use the Applicant's Logo, or other identifier approved by the Applicant in coordination with any City advertising for the event/project.
- ❑ The Applicant hereby agrees to use the City's, or any approved City Department's Logo in any/all advertising, marketing and promotion for the event/program to the same extent as the largest single sponsor, unless otherwise agreed upon in advance. If no sponsors are utilized, the City shall be recognized as the event/program sponsor. The Applicant shall consult with City Staff on any/all advertising, marketing and promotion prior to public release.
- ❑ The City is not responsible for any event/project organization or management. The organization submitting this application is totally responsible for any/all means and methods in carrying out the event/project.
- ❑ The Applicant shall, at all times while on City of Milton Property, conduct themselves in a professional, responsible manner and observe all rules and regulations set forth by the City of Milton. Funded events/programs shall be wholesome and adhere to the standards of good taste, as assessed by the City Council in reviewing all representations of the applicant about the conduct of the event. Material departure from the standards represented to and approved by Council may result in default.
- ❑ All vendors'/merchandise sold at an event must be of good taste, consistent with the values of Milton, Florida, as assessed by the City Council in reviewing all representations of the applicant about the conduct, services or merchandise to be sold. Material departure from the standards represented to and approved by Council may result in default.
- ❑ Funded events/programs shall not directly compete with City Brick and Mortar Businesses through use of outdoor, mobile vendors that provide the same goods/services as the primary good/service of the Brick and Mortar Business. An outdoor, mobile vendor must be a minimum distance of 250 feet or one city-block from a Brick and Mortar Business if providing the same primary good/service. An exception can be provided if a waiver is signed by the Brick and Mortar Business and provided to the City in advance of the event/program.
- ❑ Applicants must indemnify, save and hold harmless the City from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated on loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner alleged to be caused or contributed to by the Applicant, its agents, servants, volunteers or employees while carrying out the event/activity/program/project. From and on account of damages of any kind which they, or any of them, may suffer as a result of acts of the Applicant or any of the Applicant's agents, servants, volunteers or employees and from any workmen's compensation benefits which they, or any of them, become obligated to pay the Applicant, its agents, servants, volunteers or employees, and from any and all claims, demands, actions, debts, liabilities, and related costs which result from the event/activity/program/project carried out by the Applicant.
- ❑ Applicants must provide a Certificate of Insurance (COI), showing the City of Milton, FL as an additional insured, 10 days prior to the event/program date. Applicants may request to utilize the City's insurance for the event. However, such request must be approved by City Council.

- ❑ Applicants shall be and act as independent contractors, and under no circumstances shall any funding be construed as one of agency, legal partnership, or joint venture, or employment between the City and the Applicant. None of the personnel under contract to, employed by, or volunteering for the Applicant shall be deemed in any way to have any contractual relationship with the City whatsoever. The Applicant shall be solely responsible for the conduct of its employees, personnel, volunteers and agents in connection with their obligation hereunder.
- ❑ The City of Milton is not responsible for the safety, security or working condition of any equipment not owned by the City. Use, care and security of any and all City-owned equipment made available for use by the City, provided to and operated by the Applicant, shall be the sole responsibility of the Applicant. Please inspect all items carefully. Any City Equipment provided to the Applicant lost, damaged or destroyed shall be replaced/repared at the sole expense of the Applicant, unless such damage is sustained due to acts beyond the control of the Applicant as described below.
- ❑ Once the event/project has been completed, Applicant must submit a final report, including event attendance and a final financial expenditure report. If the event/project is ongoing, quarterly reports are required. Additional reporting requirements may be included by City Council at their sole discretion. Failure to submit required reports shall disqualify an organization from future requests.
- ❑ Applicants must demonstrate the financial capacity and ability to complete the event/project as described in this Application, including provision of a current balance reflecting sufficient available funds for completion of all portions of the project not funded by the City. The historical, organizational and financial information requested in this application demonstrate such capacity.
- ❑ This application contains the entire request from the Applicant. This application supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written. This application and associated event/activity may not be amended, altered, modified or changed except when approved in writing by the City.
- ❑ Applicants are encouraged, but not required, to meet with City Staff before submitting this application for a courtesy review. If funded, Applicants are required to meet with City Staff at Staff's request to review the event/program.
- ❑ If the event/project is postponed due to inclement weather, as acts of God, government restrictions, military operations and exercises, security alerts or unforeseen commercial delays or other similar conditions beyond the Applicant's control, it may be rescheduled for another time or cancelled altogether at the discretion of the City.

REQUIRED DOCUMENTATION **(If Applicable)**

Applicants requesting funding must complete this application and provide all other required documentation listed below (if applicable). Please note – if any item requested in this application is not applicable to an Applicant or the Applicant does not have any item, it does not automatically disqualify the Applicant from receiving funding. The items requested below are not intended to create any new demands for an Applicant. The information requested should reflect information that would be normally provided to a Board of Directors on a regular basis.

1. IRS letter with tax exemption ruling. Applicants should be qualified to receive tax-deductible contributions as defined by the IRS - generally a 501(c)(3) public charity tax status.
2. Current Board of Directors/Officers. If your organization is a local office, chapter, etc. of a larger entity (i.e. umbrella organization, governmental Applicant, etc.), please attach a list of Board of Directors/Officers of the next higher-level entity.
3. Copy of most recent independent audit, review and management letter, if applicable.
4. Articles of Incorporation and Bylaws.
5. Organization fiscal year budget and year to date financial statements for the current year, including a Statement of financial position (assets, liabilities and equity) and a Statement of activities (income and expenses), if available. Important note: If your Applicant is a local office, chapter, project, etc. of a larger entity (i.e. umbrella organization, governmental Applicant, etc.), please also include financials and budget of the next higher-level entity.
6. Budget for the project including the portion of the budget which will be funded by the City of Milton, if approved.
7. Organization Strategic Plan, if available.
8. W-9 and City Taxpayer Identification Form.
9. Any information that may assist in better understanding your organization and/or funding request.

DEFAULT

In addition to noncompliance with the above described conditions, default shall occur if one or more of the following takes place:

- The event/activity/project/program is cancelled without prior City approval.
- The event/activity/project/program is substantially changed from what is detailed in this application (budget, date, time, place, etc.) without prior City approval.
- The event/activity/project/program is transferred to another entity/organization not identified in this application.
- Failure to timely submit required reports.
- Any criminal conduct, indecency or obscenity, drunkenness, damage to Government property, being under the influence of narcotics or hallucinatory drugs on the part of the event organizers, their staff, vendors or volunteers. This clause does not apply to the general public and/or participants of the event, unless directly associated with the organizers.
- Failure to comply with the Terms and Conditions of this Application and the Funding Agreement.

If any of the above-referred activities occur prior to the event/project, the City may, in its sole and absolute discretion, choose not to release funds and render the Funding Agreement null and void. Should the above-referenced activities occur after the funds are released, the City may, in its sole and absolute discretion, require immediate repayment of funds to the City. Organizations that default are ineligible for future funding for a period of 5 years.



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL 32570
850-983-5400 events@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 in-kind support and / or financial 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: Santa Rosa Co. Veterans Memorial Foundation

Address: 5191 C Willing St

City: Milton

Phone: 850-860-2427

Email: Santa Rosa Veterans Memorial Plaza@gmail.com

Event POC: Vickie Powers

Phone: 850-426-5404

Email: Vickie.jean.powers@gmail.com

Event Information

☐ Concert

☐ Park Festival

☐ Street Festival

☒ Parade/ Procession

☐ Run/ Walk

☐ Sporting Event

☐ Sale/ Market

☐ Private Event/ Wedding

☐ Other: _____

Event Name: Santa Rosa Co. Veteran Day Parade & Ceremony

Event Website/ Event Page: _____

Event Location: _____ Event Date(s) Nov 11th to Nov 11th

Time of Event: Day 1 8:00AM to 12:00pm (Day 2 - Optional) _____ to _____

Setup Date & Time: 8:00AM at _____ Teardown Date & Time: _____ at _____

Estimated Attendance: _____ 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 an 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? Chamber Newsletter TV + Radio

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

☐ South Riverwalk \$150

☐ Entire Riverwalk \$250

☐ N Riverwalk Gazebo \$50

☐ S Riverwalk Pavilion \$50

☐ North Willing Street

☐ South Willing Street

☐ North Elmira Street

☐ South Elmira Street

☐ 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:

QTY

QTY

☐ Portable Restroom \$250(np only)
(at Jernigan's landing)

☐ Portable Restroom \$350(np only)
(at alternate location)

☐ 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.

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 must 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: 8AM Date: Nov 11th

To: _____ Date: Nov 11th

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 Closure. Ensure you have your date/ time confirmed prior to submitting your information. The City will assist.

If so, please list street names:

1) Raymond Hobbs

2) Stewart St

3) Derryhill Rd

4) Willing St Crossing Over Hwy 90

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): Nov 11th 2023

Alternative Date(s): _____

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 ____ day of _____ in 20__

Name of Special Event Santa Rosa Co. Veterans Day Parade & Ceremony
Date(s) of Special Event Nov 11th 2023
Name of Organization Santa Rosa Veterans Memorial Foundation
Event Organizers Name Vickie Powers
Address of Organization 5191 C Willing St. Milton FL
Phone Number 850-860-2427
Email Vetplaza@Santarosa.FL.gov

Printed Name

Vickie J. Power

Signature

Vickie Powers

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____

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.

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8015950714C-9	06/20/2022	06/30/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE SANTA ROSA COUNTY
VETERAN'S MEMORIAL FOUNDATION, INC.
5191C WILLING ST
MILTON FL 32570-4970

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



SEPA: Christmas Lighted Boat Parade (12/1/23)

MEETING DATE	PREPARED BY
September 21, 2023	Administration Department Jay Conrad, Events Coordinator



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL 32570

850-983-5400

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 751 City: Bagdad FL 32530
Phone: 850-313-2447 Email: mccombsathome@afl.net
Event POC: Teresa McCombs
Phone: 850-313-2447 Email: mccombsathome@afl.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 Pyrate
Event Location: Downtown Milton Riverwalk Event Date(s) Dec 3, 2023
Time of Event: Day 1 6:30 to 7:30 (Day 2 - Optional) _____ to _____
Setup Date & Time: Dec 3, 5:30 am at _____ Teardown Date & Time: Dec 4, 2023 after parade
Estimated Attendance: 500+ Is the Event Free to attend? ☒ YES ☐ NO

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
or mouth

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

☐ YES ☒ NO

(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: <u>See Attached</u> | | | |

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 |

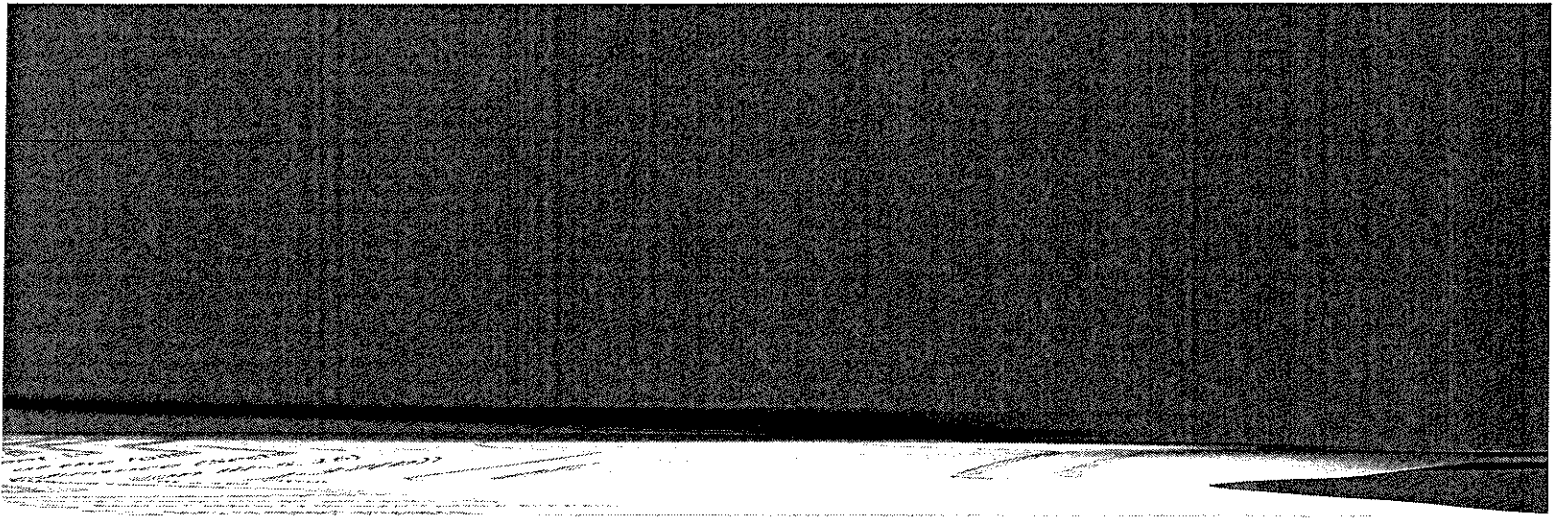
Packages: These are requested items that come as a package.

- | | |
|---|---------------------|
| ☐ 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.



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 Closure. 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 3, 2023 Alternative Date(s): _____

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.

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 10 day of Sep, _____ in 2023

Name of Special Event Blackwater Pirate Christmas Lighted Boat Parade
Date(s) of Special Event December 2, 2023
Name of Organization Blackwater Pirates
Event Organizers Name Teresa McCombs
Address of Organization P.O. Box 751 Bangor ME 05601
Phone Number 850-313-2447
Email mccombsathome@aol.net

Printed Name Teresa McCombs

Signature Teresa McCombs

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



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

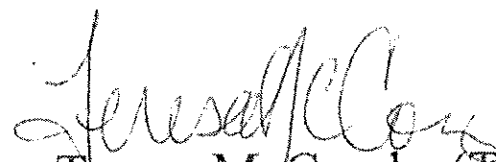
In reference to page 3, section 1 (Locations(s)/Facilities used at event), the Blackwater Pyrates would like to clarify the purpose of our request.

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



SEPA / OAFA: Milton Christmas Parade (12/2/23)

MEETING DATE	PREPARED BY
September 21, 2023	Administration Department Jay Conrad, Events Coordinator



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL, 32570
850-983-5400 events@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 in-kind support and / or financial 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: Emerald Coast Krewe of Airship Pirates

Address: 2026 Eventide Road City: Milton

Phone: 850-748-9696 Email: airshippirates@yahoo.com

Event POC: Patrick Fitzgerald

Phone: 850-748-9696 Email: airshippirates@yahoo.com

Event Information

- ☐ Concert ☐ Park Festival ☐ Street Festival ☒ Parade/ Procession
☐ Run/ Walk ☐ Sporting Event ☐ Sale/ Market ☐ Private Event/ Wedding
☐ Other: _____

Event Name: Milton Christmas Parade

Event Website/ Event Page: www.kreweofairshippirates.com

Event Location: Downtown Milton Event Date(s) 12/02/23 to 12/02/23

Time of Event: Day 1 6:00 pm to 9:00 pm (Day 2 - Optional) _____ to _____

Setup Date & Time: 12/2/23 at 4:00 pm Teardown Date & Time: 12/2/23 at 9:00 pm

Estimated Attendance: 10,000 persons 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 an 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? Facebook and radio

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:

QTY

QTY

- | | | | |
|--|-------------------|---|----------------------|
| ☐ Portable Restroom | \$250(np only) | ☒ Portable Restroom | \$350(np only) |
| (at Jernigan's landing) | | (at alternate location) | |
| ☒ 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.

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 must 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 Closure. Ensure you have your date/ time confirmed prior to submitting your information. The City will assist.

If so, please list street names:

- 1) Byrom Street
- 2) James Street
- 3) Stewart Street
- 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): 12/02/23 Alternative Date(s): not available

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 01 day of September in 2023

Name of Special Event Milton Christmas Parade

Date(s) of Special Event 12/02/23

Name of Organization Emerald Coast Krewe of Airship Pirates

Event Organizers Name Patrick Fitzgerald

Address of Organization 2026 Eventide Road, Milton Florida 32583

Phone Number 850-748-9696

Email airshippirates@yahoo.com

Printed Name

Signature

Patrick Fitzgerald, President



Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



Outside Agency Funding Application

Outside Applicant funding by the City of Milton is intended to provide resources from the City to assist neighborhood, community, social and not-for-profit organizations in carrying out community activities. Resources are allocated to specific events/activities/projects/programs only. General operational funds and/or administrative costs not associated with the project/program are not eligible. All funded activities must take place within the city limits of the City of Milton and be must free and open to the public to attend. Explanation for events outside the city limits and/or not free and open to the public must be provided and may be approved on a case-by-case basis.

Resources provided by the City may include, but are not limited to the following: direct financial support, use of City property, use of City equipment, use of City staff or any combination thereof. The specific resources requested must be identified in this application. The Applicant is advised that the approval or disapproval of each application is at the sole discretion of the City of Milton and the information requested is used as a basis to evaluate the Applicant's project. Submission of an application does not create entitlement to funding or any other City resource. Funding in one year does not create an entitlement to funding in future years. The application shall be reviewed by the City for completeness and eligibility prior to any approvals. The City's discretion is absolute, and the City may, for example, waive any technical irregularity, award in-mass, partial fund, split fund, or reject any and all submittals. Additional post-award requirements above and beyond what is required in this application may be added by City Council at its sole discretion. For the purposes of this application, "funding", "resources" "support" or "award" means cash, goods and services or both and may be used interchangeably.

*****THIS APPLICATION DOES NOT TAKE THE PLACE OF A
SPECIAL EVENT PERMIT APPLICATION*****

Name of Organization: **Emerald Coast Krewe of Airship Pirates**

Address: **2026 Eventided Road, Milton Florida 32583**

Name of Representative: **Patrick Fitzgerald**

Telephone: **850-748-9696** Cell Phone: **850-748-9696**

Email: **airshippirates@yahoo.com**

Name of Event/Activity/Project/Program: **"CHRISTMAS IN TOYLAND"**

Has the City of Milton ever provided support of any kind for the organization/event in the past? YES NO

Are you incorporated? YES NO

Are you a Florida Not for Profit Corporation? YES NO N/A

Do you have a 501c3 designation? YES NO (If yes, please attach a copy) N/A

Are you registered with the Florida Department of Agriculture and Consumer Services? YES NO N/A

Have you filed a 990 with the IRS for the previous year? YES NO (If yes, please attach a copy) N/A

OUTSIDE APPLICANT REQUEST

<u>REQUESTED ITEM</u>	<u>TOTAL</u>
☐ Cash funding for a project/event (please specify exact amount requested)	\$ _____
☐ Use of City Property (please specify location and duration) (cost varies)	\$ _____
☐ City Bathroom at Jernigan's Landing (\$250) (<i>Non-Profit Only</i>)	\$ _____
☒ City Bathroom at Alternate Location (\$350) (<i>Non-Profit Only</i>)	\$ <u>350.00</u>
☒ City Stage (\$350) (<i>Non-Profit Only</i>)	\$ <u>350.00</u>
☐ City Movie Projection Equipment & Inflatable Screen (\$250) (<i>Non-Profit Only</i>)	\$ _____
☐ Utilization of City Insurance (must be approved by City Council in advance)	\$ _____
☒ Street Barricades/Cones (\$100/\$10)	\$ <u>100.00</u>
☒ Electronic Street Informational Sign (\$250 per unit)	\$ <u>500.00</u>
☐ City Tent (\$500) (<i>Non-Profit Only</i>)	\$ _____
☐ Live Music Licensing (\$200) */** (<i>Non-Profit Only</i>)	\$ _____
☐ Movie Licensing (at Cost) */** (<i>Non-Profit Only</i>)	\$ _____
☒ Parade Package (\$1000) (<i>Non-Profit Only</i>)	\$ <u>1000.00</u>
☐ Tables/Chairs (\$5/table and \$10/10 chairs, rented in counts of 10 only)	\$ _____
☐ Tables & Chairs Delivery & Set Up & Retrieval (\$25)	\$ _____
☐ Small Generator (\$100)	\$ _____
☐ Large Generator (\$250)	\$ _____
☐ Generator Power Distribution Panel (\$100)	\$ _____
☐ Hose Bib (water distribution system) (\$100)	\$ _____
☐ Connection to City Fire Hydrant (\$50 + Metered Rate for Water)	\$ _____
☐ Electrical Activation (\$75 + Hourly Rate for Electricity/Connection)	\$ _____
☐ Fire/EMS (\$30/hour, min. 2 hours)	\$ _____
☐ Police (\$30/hour, min. 4 hours)	\$ _____
☐ Public Works Crew (\$25/hour, min. 2 hours)	\$ _____
☐ Other City Staff (\$30/hour, min. 2 hours)	\$ _____

TOTAL AMOUNT OF FUNDING REQUESTED

\$ 2300.00

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

Explanation of Organization
(Who are you? What is your mission?)

Emerald Coast Krewe of Airship Pirates, INC has a mission to organize and sponsor charitable social events to promote civic, social, and charitable activities in and around the Florida and Alabama Gulf Coast.

Explanation of Event/Activity/Project/Program
(How does this event/program benefit the Citizens of the City of Milton? Include information of previous versions of this event. Number of participants previously and expected this year, etc.)

- This event will prove beneficial to eat-in restaurants/food establishments and general business
- Event will spotlight multiple city offerings and encourage future growth
- Our 4 year history of a successful event has proven that the citizens of the City of Milton as well as citizens of nearby communities, counties, and states support and anxiously await the annual event.

Explanation of Funding Request
(What will the City pay for/provide and why?)

We are now an official 501c-3 organization, but with that being noted, our Krewe continues to depend on fundraising and sponsors throughout the community to provide the funding to allow us to perform the community service that we provide. We do not generate enough revenue via fundraising, nor do we expect our sponsors to fund an event for the community on the scale that the Mardi Gras Parade and Post-Parade Party require. Therefore, we are requesting additional funding from the City of Milton to be able to organize and provide the City with this traditional and annual family-friendly event. We are requesting the City assist us in providing the venue, electrical needs, restroom facilities, crowd control via street closures and barricades, and general support to ensure yet another successful and safe event for the community that will no doubt bring in an extraordinary amount of additional revenue for businesses and also provide a significant increase in tax dollars

Explanation of How Event/Activity/Project/Program Benefits
the City of Milton and its Citizens

Past history of this event has proven to increase revenue for city businesses by record-breaking amounts. Despite the challenge faced in 2021, several businesses reported that without the event that provided street traffic, that would have otherwise been non-existent, they generated much-needed revenue that was lost during COVID shut-downs. Being that the event extends into the evening hours, we are encouraging “heads in bed” concept and will definitely increase business for local businesses as well as encourage out-of-town guests that would otherwise never visit the City of Milton. We promote a family-friendly, safe event, and welcome citizens and guests of all ages to join us in the historic heritage of Mardi Gras. We encourage local businesses to get involved and participate to facilitate business promotion.

BUDGET

Has your organization received City funding for this specific event/project in the past? YES NO N/A
If "YES", please indicate the amounts below (both in cash and in-kind):

FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
		IN-KIND: \$2500.00	IN-KIND: \$2500.00 CASH: \$3000.00	IN-KIND: \$2500.00 CASH: \$5000.00

The City's Fiscal Year is October 1 – September 30.

Has your organization received City funding for any other events/projects in the past 5 years? YES NO N/A
If "YES", please list each event/project that received funding and the amounts for each.

2022 ANNUAL MILTON CHRISTMAS PARADE

Are you utilizing City funds as match for a grant? YES NO

If "YES", what is the required total match amount? \$ _____

How much money will be received from the grant? \$ _____

Please provide a copy of the grant application we will be matching.

Please detail all funding sources (cash and in-kind) for this event/project (including City request). For example, other governmental funding, donations, sponsorships, fundraisers, etc. Individual donors/sponsors do not have to be identified. The totals at the bottom should reflect the entire budget for this event/project. If this is a first-time event, please provide a projected revenue budget.

<u>REVENUE</u>	<u>PRIOR YEAR</u>	<u>CURRENT YEAR</u>	<u>UPCOMING YEAR</u>
1. City of Milton CASH & IN-KIND	\$7375.00	\$14,025.00	\$2300.00
2. ENTRY FEES (PARADE APPLICATIONS)	\$2,470.00	\$6,500.00	\$3500.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTAL REVENUE	\$9845.00	20,525	5800.00

Please detail all expenditures for this event/program. For example, printing, band fee, advertising, supplies, etc.

The totals at the bottom should reflect the entire budget for this event/project and should equal the Revenues identified above. If a good/service is donated, it should be reflected as a donation in the Revenue Section and an expenditure in the Expenditure Section to balance the budget. Individual donors do not have to be identified. If this is a first-time event, please provide a projected expense budget.

<u>EXPENSES</u>	<u>PRIOR YEAR</u>	<u>CURRENT YEAR</u>	<u>UPCOMING YEAR</u>
1. City of Milton CASH & IN-KIND	\$7,375.00	\$14,025.00	\$2300.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTAL EXPENSES	\$7,375.00	\$14,025.00	\$2300.00

What percentage of the total budget will the City be providing if this application is approved? 1 %

PARTICIPANTS

	<u>PRIOR YEAR</u>	<u>CURRENT YEAR</u>	<u>UPCOMING YEAR</u>
1. Number served by this event/program	10,000	20,000	15,000
2. Cost per participant	THIS IS A FREE EVENT FOR THE PUBLIC TO ATTEND UNLESS A VIP TICKET IS PURCHASED BY OPTION		

If funding is approved, how will the number of participants be increased, or the event/program expanded?

INSTRUCTIONS

1. Submit this completed application and all required, applicable documentation to:

Mail to:

The City of Milton
c/o Office of Economic Development
Post Office Box 909
Milton, Florida 32572

Hand Deliver to:

The City of Milton
c/o Office of Economic Development
6738 Dixon Street
Milton, Florida 32570

Email to: espears@miltonfl.org

2. Funding requests will be reviewed for completeness and technical aspects by City Staff. The request will then be forwarded to City Council for consideration. Staff will review the following aspects:
 - A. Organizational Capacity
 - B. Proposed Program/Funding Use
 - C. Efficiency & Collaboration
 - D. Financials
 - E. Meeting Community needs and priorities
3. Applications that are approved by City Council will receive a notification regarding the level of funding and a Funding Agreement from the City. The City is not responsible for any expense incurred prior to award of funding or outside of the scope of funding approval.

CONDITIONS OF FUNDING

By submitting this application, Applicant consents to the following conditions contained in this section. Failure to comply with any one of the below conditions is a default:

- ☐ Funded projects must provide a direct benefit to the businesses or citizens of the City.
- ☐ Services offered by the Applicant must not be restrictive with regard to race, sex, age, religion, disability, or any characteristics that would be prohibited by law.
- ☐ Funds may not be used for any purpose prohibited by law.
- ☐ Applicants requesting funding for the following services or activities will not be considered:
 - Endowments or debt reduction
 - Administrative services support
 - Annual fundraising or capital campaign
 - Political activities
 - Religious activities
 - Public agencies for mandated services
 - Scholarships or individual grants or awards
 - Private Foundations
- ☐ All awards are based on availability of funds. Awards may be provided until all funds are exhausted. If funds remain after the initial cycle, additional cycles later in the year may occur at the City's discretion. Based on available funds, some applications may be approved, while others may be only partially funded or receive no funding.

- ❑ The Applicant hereby agrees to allow the City of Milton to capture, own and use at their sole discretion, images, videos, recordings, and the like of the event/activity/program/project. The City shall use the Applicant's Logo, or other identifier approved by the Applicant in coordination with any City advertising for the event/project.
- ❑ The Applicant hereby agrees to use the City's, or any approved City Department's Logo in any/all advertising, marketing and promotion for the event/program to the same extent as the largest single sponsor, unless otherwise agreed upon in advance. If no sponsors are utilized, the City shall be recognized as the event/program sponsor. The Applicant shall consult with City Staff on any/all advertising, marketing and promotion prior to public release.
- ❑ The City is not responsible for any event/project organization or management. The organization submitting this application is totally responsible for any/all means and methods in carrying out the event/project.
- ❑ The Applicant shall, at all times while on City of Milton Property, conduct themselves in a professional, responsible manner and observe all rules and regulations set forth by the City of Milton. Funded events/programs shall be wholesome and adhere to the standards of good taste, as assessed by the City Council in reviewing all representations of the applicant about the conduct of the event. Material departure from the standards represented to and approved by Council may result in default.
- ❑ All vendors'/merchandise sold at an event must be of good taste, consistent with the values of Milton, Florida, as assessed by the City Council in reviewing all representations of the applicant about the conduct, services or merchandise to be sold. Material departure from the standards represented to and approved by Council may result in default.
- ❑ Funded events/programs shall not directly compete with City Brick and Mortar Businesses through use of outdoor, mobile vendors that provide the same goods/services as the primary good/service of the Brick and Mortar Business. An outdoor, mobile vendor must be a minimum distance of 250 feet or one city-block from a Brick and Mortar Business if providing the same primary good/service. An exception can be provided if a waiver is signed by the Brick and Mortar Business and provided to the City in advance of the event/program.
- ❑ Applicants must indemnify, save and hold harmless the City from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated on loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner alleged to be caused or contributed to by the Applicant, its agents, servants, volunteers or employees while carrying out the event/activity/program/project. From and on account of damages of any kind which they, or any of them, may suffer as a result of acts of the Applicant or any of the Applicant's agents, servants, volunteers or employees and from any workmen's compensation benefits which they, or any of them, become obligated to pay the Applicant, its agents, servants, volunteers or employees, and from any and all claims, demands, actions, debts, liabilities, and related costs which result from the event/activity/program/project carried out by the Applicant.
- ❑ Applicants must provide a Certificate of Insurance (COI), showing the City of Milton, FL as an additional insured, 10 days prior to the event/program date. Applicants may request to utilize the City's insurance for the event. However, such request must be approved by City Council.

- ❑ Applicants shall be and act as independent contractors, and under no circumstances shall any funding be construed as one of agency, legal partnership, or joint venture, or employment between the City and the Applicant. None of the personnel under contract to, employed by, or volunteering for the Applicant shall be deemed in any way to have any contractual relationship with the City whatsoever. The Applicant shall be solely responsible for the conduct of its employees, personnel, volunteers and agents in connection with their obligation hereunder.
- ❑ The City of Milton is not responsible for the safety, security or working condition of any equipment not owned by the City. Use, care and security of any and all City-owned equipment made available for use by the City, provided to and operated by the Applicant, shall be the sole responsibility of the Applicant. Please inspect all items carefully. Any City Equipment provided to the Applicant lost, damaged or destroyed shall be replaced/repared at the sole expense of the Applicant, unless such damage is sustained due to acts beyond the control of the Applicant as described below.
- ❑ Once the event/project has been completed, Applicant must submit a final report, including event attendance and a final financial expenditure report. If the event/project is ongoing, quarterly reports are required. Additional reporting requirements may be included by City Council at their sole discretion. Failure to submit required reports shall disqualify an organization from future requests.
- ❑ Applicants must demonstrate the financial capacity and ability to complete the event/project as described in this Application, including provision of a current balance reflecting sufficient available funds for completion of all portions of the project not funded by the City. The historical, organizational and financial information requested in this application demonstrate such capacity.
- ❑ This application contains the entire request from the Applicant. This application supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written. This application and associated event/activity may not be amended, altered, modified or changed except when approved in writing by the City.
- ❑ Applicants are encouraged, but not required, to meet with City Staff before submitting this application for a courtesy review. If funded, Applicants are required to meet with City Staff at Staff's request to review the event/program.
- ❑ If the event/project is postponed due to inclement weather, as acts of God, government restrictions, military operations and exercises, security alerts or unforeseen commercial delays or other similar conditions beyond the Applicant's control, it may be rescheduled for another time or cancelled altogether at the discretion of the City.

REQUIRED DOCUMENTATION
(If Applicable)

Applicants requesting funding must complete this application and provide all other required documentation listed below (if applicable). Please note – if any item requested in this application is not applicable to an Applicant or the Applicant does not have any item, it does not automatically disqualify the Applicant from receiving funding. The items requested below are not intended to create any new demands for an Applicant. The information requested should reflect information that would be normally provided to a Board of Directors on a regular basis.

1. IRS letter with tax exemption ruling. Applicants should be qualified to receive tax-deductible contributions as defined by the IRS - generally a 501(c)(3) public charity tax status.
2. Current Board of Directors/Officers. If your organization is a local office, chapter, etc. of a larger entity (i.e. umbrella organization, governmental Applicant, etc.), please attach a list of Board of Directors/Officers of the next higher-level entity.
3. Copy of most recent independent audit, review and management letter, if applicable.
4. Articles of Incorporation and Bylaws.
5. Organization fiscal year budget and year to date financial statements for the current year, including a Statement of financial position (assets, liabilities and equity) and a Statement of activities (income and expenses), if available. Important note: If your Applicant is a local office, chapter, project, etc. of a larger entity (i.e. umbrella organization, governmental Applicant, etc.), please also include financials and budget of the next higher-level entity.
6. Budget for the project including the portion of the budget which will be funded by the City of Milton, if approved.
7. Organization Strategic Plan, if available.
8. W-9 and City Taxpayer Identification Form.
9. Any information that may assist in better understanding your organization and/or funding request.

DEFAULT

In addition to noncompliance with the above described conditions, default shall occur if one or more of the following takes place:

- The event/activity/project/program is cancelled without prior City approval.
- The event/activity/project/program is substantially changed from what is detailed in this application (budget, date, time, place, etc.) without prior City approval.
- The event/activity/project/program is transferred to another entity/organization not identified in this application.
- Failure to timely submit required reports.
- Any criminal conduct, indecency or obscenity, drunkenness, damage to Government property, being under the influence of narcotics or hallucinatory drugs on the part of the event organizers, their staff, vendors or volunteers. This clause does not apply to the general public and/or participants of the event, unless directly associated with the organizers.
- Failure to comply with the Terms and Conditions of this Application and the Funding Agreement.

If any of the above-referred activities occur prior to the event/project, the City may, in its sole and absolute discretion, choose not to release funds and render the Funding Agreement null and void. Should the above-referenced activities occur after the funds are released, the City may, in its sole and absolute discretion, require immediate repayment of funds to the City. Organizations that default are ineligible for future funding for a period of 5 years.



SEPA: Milton's Blackwater Food Truck Festival - Spring (3/9/24)

MEETING DATE	PREPARED BY
September 21, 2023	Administration Department Jay Conrad, Events Coordinator



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL 32570

850-983-5400 events@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 in-kind support and / or financial 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: Apex SHOWS + EVENTS LLC

Address: 5220 MEDINA RD City: PENSACOLA

Phone: 850-376-9350 Email: Christie@apexshowsandevents.com

Event POC: CHRISTIE SACUSE

Phone: 850-376-9350 Email: SAME

Event Information

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

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

☐ Other: _____

Event Name: Spring Milton's Blackwater Fox Track Festival

Event Website/ Event Page: Apexshowsandevents.com

Event Location: Jennifers Landing Event Date(s) 3/9/24 to 3/9/24

Time of Event: Day 1 11am to 6pm (Day 2 - Optional) N/A to _____

Setup Date & Time: 3/9/24 at 7am Teardown Date & Time: 3/9/24 at 6pm

Estimated Attendance: 3000 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 an 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? Facebook Event page, website, Emerald Coast Events
Social media

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

Closer to DATE ☐ YES ☒ NO

CITY FEES 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:

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 <u>Package</u> | ☐ Cones | \$10 per _____ |
| ☒ City Garbage Cans | \$10 per <u>10</u> | ☒ Dumpster | \$50 per <u>1</u> |
| ☐ 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.

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 must 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 wares. 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 Closure. 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): _____ Alternative Date(s): _____

PERMISSION 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 6 day of September ²⁰²³ in 20~~22~~

Name of Special Event Spring Milton's Blackwater Food Truck Festival
Date(s) of Special Event 3/9/24
Name of Organization Aper Snows and Events LLC
Event Organizers Name CHRISTIE SANCHEZ
Address of Organization 5220 Medina Rd Pensacola FL 32507
Phone Number 5220 Medina Rd Pensacola FL 32507
Email CHRISTIE@aper.snowsandevents.com

Printed Name

Signature

Christie Sanchez

Christie Sanchez

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



Agenda Item # 2023-1889

Bid Opening for RFP 2023.17 City of Milton Executive Search Firm (City Manager)

MEETING DATE

September 21, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City solicited proposals for an Executive Search Firm to hire a new City Manager. The results from this request may remain open pending Council's decision.

SUMMARY

Bid Opening was held on 09/06/2023. 6 proposals were received.

RECOMMENDATION

Council had directed that they will review the proposals and make recommendation. The proposal will remain open until further notice by Council.

ATTACHMENTS

None



Agenda Item # 2023-1901

Local Historic Resource proposed addition to UDC - Sections 11.4 & 11.5

MEETING DATE

September 21, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

The Historic Preservation Board has evaluated for many months earlier in the year a set of proposed UDC amendments in sections 11.4 and 11.5 that create a process for establishing local historic resources. Local historic resources are any building, property or artifact that may contain historic value in the community and have their own story that is independent from the nationally recognized Milton Historic District. The language proposed would establish a review process by which these historic resources could be evaluated and approved by the Historic Preservation Board and the City Council.

SUMMARY

In order for a resource to be evaluated for consideration, an application must be submitted by the property owner where the resource is located. Upon property owner authorization, these resources could be reviewed by the Historic Preservation Board and the City Council using an established set of criteria to determine if designation is appropriate, and also would be reviewed through the public hearing process established in the proposed language addition.

RECOMMENDATION

Staff recommends review of the proposed UDC addition. The Historic Preservation Board unanimously recommended approval of this language. The Milton Planning Board recommended that that the Council deny the addition of this language to the UDC.

ATTACHMENTS

1. Local Historic Resource 11.5 082423

11.4 HISTORICAL RESOURCE PROTECTION

A. **Intent.** The intent of this section shall be to:

- (1) Establish a historic preservation board;
- (2) Identify regulated historic structures;
- (3) Set forth requirements for the protection and preservation of regulated structures;
- (4) Define a process for review and appeals; and
- (5) Encourage the listing of additional properties as contributing historic structures.

(6) Authorize the historic preservation board to certify local designation of individual properties (including buildings, structures, sites and objects) as historically significant using the criteria established in Article 11.5 with property owner consent only.

B. **Historic preservation board.**

(1) *Established; membership.*

- a. Composition. The Milton Historic Preservation Board is hereby established by the city council. Any restoration or alteration of regulated historic structures will be presented to the board for review and issuance of a certificate of appropriateness prior to the issuance of a development order or building permit by the development approval authority. The board shall be composed of seven members who are city residents and/or persons who own property within the city, appointed by the city council considering the following:
 - i. A demonstrated interest in historic preservation;
 - ii. A professional mix that provides for expertise in the fields of architecture, planning, engineering, law, or finance, to the extent reasonable and possible; and
 - iii. Representation of the community at-large.

The board shall be provided staff support through the Planning and Development Department for the city.

- b. Terms; vacancies, removal. Members shall be appointed for a term of four years, except in the case of an appointment to fill a vacancy for the four-year period in which event the appointment shall be for the unexpired term only. Any member of the board may be removed from office by the city council in a regular meeting.
- c. Officers. The board shall elect from among its members a chairman and vice-chairman.

(2) *Duties and procedures.*

- a. Purpose. The board shall have as its purpose the preservation and protection of buildings of historic significance. It shall be the board's duty to act upon plans for the alteration, renovation, or restoration of regulated historic structures to ensure conformance with the U.S. Secretary of the Interior's Standards for Rehabilitation. During the review process, the board shall also consider conformance to the development guidelines established for the city historic district.
- b. Plan submission procedure.
 - i. Required. Every application for development approval to alter, renovate, or restore a regulated historic building located in the historic district or buildings listed on the National Register which are located outside the historic district, shall be required to submit plans for the proposed work in sufficient detail to allow for review by the board.

- ii. Plans defined; certificate of appropriateness. Plans for renovations to nonregulated historic properties may, at the owner's election, be submitted for review by the historic preservation board in order to obtain a certificate of appropriateness. As used herein, the term "plans" means drawings or sketches with sufficient elevations to show the architectural design of the building (both before and after the proposed work is done in the case of altering or renovating a building or structure), including proposed materials, textures and colors, and the site plan or site layout, site improvements of features such as walls, walks, terraces, landscaping, that meet the requirements of subsection 11.4(D), accessory buildings, signs, lights and other appurtenances.
 - iii. Board meeting; notice. Such plans shall be submitted to the Planning and Development Department, who will forward such plans to the historic preservation board. Upon submittal of an application for development approval to the Planning and Development Department, the applicant for any proposed development found to be under the jurisdiction of the historic preservation board, shall be notified of the time, date and place of the board's meeting. The applicant or authorized agent is encouraged to appear at the meeting at which the request is being considered by the board to review the alteration, renovation or restoration of the regulated historic structure which is under consideration.
 - c. Review and decision. The board shall promptly review such plans and make a determination as to conformance with the Secretary of Interior's Standards for Rehabilitation.
 - d. Notification; building permit. If the board finds the plans in conformance with the requirements of this section, a certificate of appropriateness will be issued. If the board does not find the plans in conformance, the applicant may resubmit plans to the board with the necessary changes, as specified by the board in its finding of nonconformance.
 - e. Voting. Decisions may be rendered when a quorum is present, by a simple majority of the board members present and voting.
- C. **Standards for rehabilitation of historic structures.** The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Regulated Historic Buildings and the City of Milton's Pattern Book are hereby adopted as review guidelines for the rehabilitation of regulated historic structures located within the city historic district, and those listed at the National Register, but located outside the historic district.
- D. **Supplementary design review regulations.**
- (1) In the historic district, where a characteristic development pattern and distinctive architectural style have already been established, new development shall be planned to reinforce this special character. The early 1900's architectural style is the established theme for the historic district. In issuing land use certificates, the ~~downtown-redevelopment board~~ **Community Redevelopment Agency** shall review development plans, including exterior facades and sign construction and renovation, for conformance with the guidelines established in this section.
 - (2) The adoption of guidelines herein are intended to provide flexibility in the development of property within the district in a manner which balances the interest of the property owner with the public's need for assurance that development will be orderly and aesthetically compatible with neighboring structures and historic resources.
 - (3) Each development proposal within the historic district will be reviewed by the Community Redevelopment Agency and/or the Historic Preservation Board based upon the following guidelines:
 - a. Site planning. The historic character of the district shall be reflected as closely as possible in the site planning of new development. Site planning should also respect the precedents set by other buildings on a block. For example, the placement of new buildings on a lot should correspond to the setbacks, orientation, and spacing of adjacent buildings to ensure maximum consistency and compatibility of the overall streetscape.
 - b. Architecture. The early 1900's architectural theme is hereby established for the city historic district. The scale, height, massing, materials, textures, and colors of new buildings shall be compatible with those of existing structures to which such new construction or renovation is visually related.

Architectural details which are similar to the details of adjacent existing buildings will have a unifying effect and are encouraged.

- c. Landscaping. Landscaping and tree protection within the district shall be regulated in accordance with Article 12. New landscaping should be consistent with the existing landscape character of the district. Courtyard and sidewalk paving material shall be consistent with the neighboring areas. The use of brick as a paving material is encouraged. Walls and fences shall be consistent with the approved fencing materials. Where common or centralized solid waste containers are proposed, such facilities shall be screened with vegetation, fencing or other appropriate materials.
- d. Fences. Subsection 9.3(N) controls.
- e. Signs. Signs in the historic district shall be regulated in accordance with Article 16 and with the following specific requirements, or as otherwise approved by the development approval authority.
 - i. On residential structures, one non-illuminated name plate designating the name of the occupant of the property and other historical information of significance is allowed. The name plate should not be larger than 100 square inches and may be attached to the building or be freestanding.
 - ii. Sign patterns and colors have been established for use in the historic district. Sign patterns shall be colonial design, semi-custom sign patterns, or the equivalent. Sign colors include those specified in subsection D(4) for structures.
 - iii. Portable signs mounted on a trailer-type vehicle, and specifically designed to be temporary in nature are prohibited in the historic district.
 - iv. Within the historic district, signs projecting into or overhanging the public right-of-way are permitted subject to approval by the development approval authority, and are subject to removal on 30 days' notice if the city requires the space for any public purpose. Such signs shall be consistent with other sign criteria for the district and must be of a character and size consistent with the historic theme. Approval shall also be required for the hanging mount.
 - v. If the sign is to project over the state department of transportation's right-of-way (Caroline Street), approval would also be required of that agency prior to city approval.
 - vi. All other criteria will be regulated in accordance with Article 16.
- (4) Exterior structure colors. Historic period colors have been established for buildings in the historic district. These colors include, but are not limited to, Heritage Colors (authentic exterior colors for American buildings (1820-1920 by Sherwin Williams), or equivalent historic period colors by other paint brands.

E. Incentives for preservation.

- (1) Substantial rehabilitation (50 percent or greater of appraised value) of structures in flood zones is normally restricted; however, if a property is listed as significant on the Florida Master Site File, National Register, or by local designation, the restriction does not apply.
- (2) Owners of historic structures may petition the board of adjustment for a special exception for use, regardless of the zoning district. This allows buildings in residential districts to convert to office uses if the board of adjustment determines that the use is not injurious to the character of the neighborhood.
- (3) For designated properties, variances to parking requirements, lot size or other zoning requirements may be requested from the board of adjustment without proving a hardship. It must be shown that the granting of the variance will not injure the public health and safety of the area. Filing these types of petitions usually carries a fee, but this is waived for regulated historic structures.

F. Appeals. Decisions of the historic preservation board may be appealed to the city council, sitting as the community redevelopment agency as provided for in Article 3.

(Ord. No. 1455-17 , § 1, 8-8-2017)

11.5 HISTORICAL AND ARCHAEOLOGICAL RESOURCE PROTECTION – (Conceptual only. Below language has been recommended by the Historic Preservation Board)

A. Intent. It is the intent of this section to provide for the protection of historical and archaeologically significant local sites and resources within the city's jurisdiction. , independent of the Milton Historic District. It is hereby declared that the protection, enhancement and preservation of properties, structures, artifacts, documents, memorabilia, and other physical assets of historical, archaeological, architectural, and/or cultural significance are in the interest of the public health, safety and general welfare of the residents of and visitors to the city. Therefore, this division is intended to:

(1) Effect and accomplish the protection, enhancement, and preservation and study of archaeological sites, properties, structures, improvements, landscape features, artifacts, and other physical assets located within the city which represent distinctive elements of the town's prehistoric, historic, architectural, and/or social character;

(2) Safeguard the city's history, heritage, and unique attributes;

(3) Foster civic pride and respect for the accomplishments of the past; and

(4) Protect and enhance the city's attraction of visitors and support and stimulate the economy from increased tourism.

B. Local Historic site/resource designation procedures.

(1) Purpose and intent. This section provides mechanisms to promote historic preservation in the city by the designation of local historic resources or individual sites, and by the regulation of construction and demolition at local historic sites independent from the Milton Historic District.

(2) Criteria. To qualify as a designated local historic resource or site, the proposed site shall meet one or more of the following criteria:

a. Is associated in a significant way with the life or activities of a major person important in Milton, Santa Rosa County, Florida or national history;

b. Is associated with an historic event with significant effect upon the city, county, state or nation;

c. Is associated in a significant way with a major historic event whether cultural, economic, military or political;

d. Exemplifies the historic, political, cultural or economic trends of the community history;

e. Is associated in a significant way with a past or continuing institution which has contributed to the life of the city;

f. Portrays the environment in an era of history characterized by one or more distinctive architectural styles;

g. Embodies those distinguishing characteristics of an architectural style, period or method of construction;

h. Is an historic or outstanding work of a prominent architect, designer, landscape architect, or builder; or

i. Contains elements of design, detail, material, or craftsmanship of outstanding quality or which represents, in its time, a significant innovation or adaptation to the Northwest Florida environment.

(2) A building, structure, or site, will be deemed to have historic significance if, in addition to, or in the place of previously mentioned criteria, the building, structure, or site meets the historic development standards as defined by and listed in the regulations of and criteria for the National Register of Historic Places.

(3) Properties not generally considered eligible for designation include cemeteries, birthplaces or graves of historic figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, buildings or sites primarily commemorative in nature, reconstructed historic buildings, and properties that have achieved significance less than 50 years prior to the date the property is proposed for designation. However, such properties will qualify if they fall within one or more of the following categories:

- a. A religious property deriving primary significance from architectural or artistic distinction of historic importance.
- b. A building or structure removed from its location but which is primarily significant for architectural value, or is the surviving structure most importantly associated with an historic event or person.
- c. A birthplace or grave of an historic figure of outstanding importance if there is no other appropriate site or building directly associated with his productive life.
- d. A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, distinctive design features, or from association with historic events.
- e. A property primarily commemorative in nature if design, age, tradition or symbolic value have invested it with its own historic significance.
- f. A building, structure, site or district achieving significance less than 50 years from the date it is proposed for designation if it is of exceptional historic importance.

C. Application for historic site/resource designation.

(1) Applications for historic or archaeological site status for privately-owned property may be initiated by only the property owner of a site. Application for historic or archaeological site status for public property may be initiated by the applicable property owner only.

(2) By resolution of the city council, a fee shall be established and may be amended to cover the city's actual costs of reviewing and processing applications for historic designation. In addition, an application may require that funds be deposited in an escrow account to cover fees for consultants which may be hired by the department when needed to evaluate the eligibility of a property.

(3) Upon receipt of an application, the department shall conduct a preliminary evaluation of the application to determine whether or not the department has sufficient information to process the application and shall send a copy of the application by certified mail to the property owners of record. The department shall make the determination that an application is sufficient within 15 days working days of receipt of an application. If the application is not sufficient to process, the department shall specify what additional information is necessary.

(4) When an application is sufficient, the department shall prepare a designation report for consideration by the Historic Preservation Board which shall contain the following information:

- a. Proposed legal boundaries of the local historic resource or archaeological site;
- b. An analysis of the historic or archaeological significance of the nominated property;
- c. For those public buildings which have public access, an analysis of interiors with features of exceptional architectural, aesthetic, artistic or historic significance;
- d. Any proposed specific land development regulations;
- e. Any conditions beyond the standards contained in the Unified Development Code or conditions based on the development standards for historic sites.

D. Public hearings required for local historic site/resource designation.

(1) After the department prepares the designation report, the board shall conduct a public hearing to evaluate and receive comments regarding the application. For each proposed designation of an individual site, and except as otherwise provided herein, the board is required to obtain the approval of the owner of the property proposed for designation, by providing information on the benefits of designation.

(2) The department shall, by certified mail at least 15 calendar days prior to the public hearing, mail a copy of the designation report and a notice of public hearing to the property owner of record as determined by the most current Santa Rosa County property tax rolls then available. Refusal to accept this notice of public hearing shall not invalidate the hearing. Notice shall also be provided by publishing a copy thereof on the Santa Rosa County website or in a newspaper of general circulation within the city at least ten calendar days prior to the date of the hearing. All interested parties shall be given an opportunity to be heard at the public hearing.

(3) Upon the mailing of the designation report to the property owners, the city shall cease issuing permits for any new construction, alteration, relocation or demolition of the property which is the subject of a proposed designation. No permits shall be issued by the city until after the city council approves or denies the nomination for historic site status, or the application is withdrawn by the person or entity who has initiated the application.

(4) After the close of the public hearing, but no later than 45 calendar days following the close of the public hearing, the Historic Preservation Board shall vote at a public hearing and make its recommendation to the city council on the designation.

(5) The city council shall thereafter hold a public hearing following the same notice requirements set forth in subsection (d)(2) of this section.

(6) At its public hearing, the city council shall consider the application, all relevant support materials, the designation report, the recommendations of the Historic Preservation Board and the criteria for designation, and may, at the conclusion of the hearing, adopt a resolution approving, approving with conditions, or denying the historic site designation. For property not owned by a governmental entity, a supermajority vote of the city council is required for designation. For single-family homes, the approval of the property owner is required for designation.

(7) Amendment or rescission. The city may amend or rescind any designation provided it complies with the same notice and public hearing requirements and other procedures used in approving the original designation.

- E. Requirement for construction activity.** In the event that a proposed development plan has been identified by the Planning and Development Department to be in the vicinity of an archaeologically significant site, the department shall require the owner to alert construction personnel in regards to this information. If at any time, a potentially significant archaeological site or artifact is uncovered during the development process, the owner shall notify the city. The city shall contact and consult with the University of West Florida, Office of Cultural and Archaeological Research and/or other appropriate state officials to determine the significance of the resource and identify the need for mitigation measures.



Agenda Item # 2023-1936

Proposed rezoning of 11.5 acres - Vanity Fair Rd.

MEETING DATE

September 21, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

City Staff has received an application for the rezoning of 11.5 acres along Vanity Fair Road, just west of the intersection of Glover Lane and Berryhill Road. The property is currently zoned Rural-Urban (R-U), and the owner is requesting a change to a Multi-Family Residential (R-3) zoning district. The property is currently vacant/wooded, and is surrounded by mostly commercial uses except for Hobbs Middle School adjacent to the south of this property.

SUMMARY

The Owner has expressed his desire to eventually develop the property into a multi-family townhouse complex, if the property is rezoned. This proposed use is prohibited within the R-U zoning district, but is allowed by right in the R-3 zoning district. Additionally, this property currently has a future land use designation of Multi-Family Residential. Staff has scheduled a public hearing to take place before the City Council on October 10th to receive feedback in addition to any received at the Agenda Workshop, Executive Committee, or the Milton Planning Board meetings.

RECOMMENDATION

Staff recommends review of the proposed rezoning. The Milton Planning Board is scheduled to review this request on September 19th.

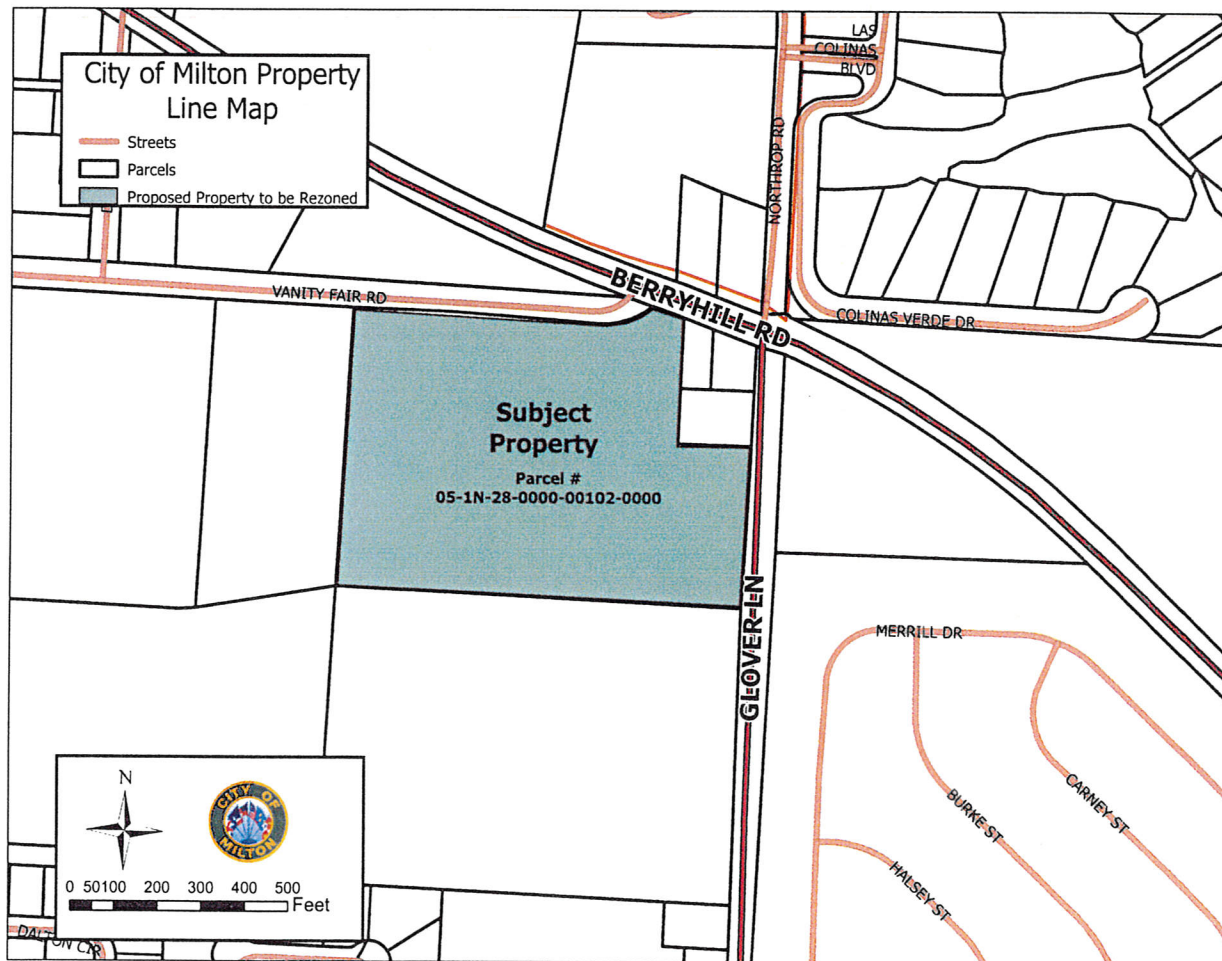
ATTACHMENTS

1. Vanity Fair Rd Rezoning

PUBLIC HEARING NOTICE NOTICE OF PROPERTY REZONING

This letter serves as notice that Roy Andrews, authorized agent of the subject property shown below, proposes to change the zoning classification of the property that is otherwise known as Parcel Number 05-1N-28-0000-00102-0000.

This property is shown on the map below, and has an area of 11.58 acres. The purpose of this request is to change the zoning classification from R-U to R-3 zoning for the purposes of constructing a multi-family residential housing facility. No change to the current future land use designation of Multi-Family is proposed.



YOU ARE HEREBY NOTIFIED that a Public Hearing on the proposed rezoning will be held before the City Council on **Tuesday, October 10, 2023 at 5:30 P.M.** The purpose of the Public Hearing is to receive comments and make decisions regarding the above matter. Additionally, the City Council will also review the proposal on September 21, 2023 and October 2, 2023. The Milton Planning Board will also review this request on September 19, 2023. All meetings will start at 5:30 P.M. in the Council Chambers at Milton City Hall, and the public is invited to attend and provide input at all meetings.

Copies of the proposed ordinance and supporting data are available for public inspection at the Planning & Development Department, City Hall, 6738 Dixon Street, Milton, Florida from 7:30 a.m. to 4:30 p.m., Monday through Friday. For additional information about this request, please refer to the below website: <https://www.miltonfl.org/420/Public-Hearing-Information>

APPLICATION FOR REZONING

REZONING REQUEST: _____

APPLICATION DATE: 8/17/23

THE UNDERSIGNED APPLICANT REQUESTS THAT THE **ZONING MAP AND/OR GENERALIZED LAND USE MAP** BE AMENDED TO REZONE THE PROPERTY DESCRIBED BELOW FROM ITS PRESENT ZONING CLASSIFICATION OF RU TO A NEW ZONING CLASSIFICATION OF R3.

1. PROPERTY ADDRESS TO BE REZONED: Vanity Fair Road, Milton, FL 32570
2. PROPERTY LEGAL DESCRIPTION TO BE REZONED: See Attached
3. PRESENT USE OF PROPERTY: Vacant
4. PROPOSED USE OF PROPERTY: Townhomes or Multi-Family
5. ATTACH A MAP OF THE PROPERTY TO BE REZONED SHOWING EXACT DIMENSIONS, ABUTTING STREETS AND OTHER PERTINENT INFORMATION.
6. EXPLAIN WHY THIS PROPERTY CANNOT BE USED UNDER 11-IE PRESENT ZONING CLASSIFICATION:
RU does not allow Townhomes or Multi-Family
7. EXPLAIN WHY THE REZONING IS NECESSARY TO PERMIT THE REASONABLE USE OF THIS PROPERTY:
The Highest and best use of this property is Multi-Family. The Future Land Use Map designation is Multi-Family.
8. EXPLAIN WHY THIS ZONING CHANGE IS NOT DETRIMENTAL TO THE PUBLIC WELFARE NOR TO THE PROPERTY RIGHTS OF OTHER PERSONS IN THE VICINITY: Property in the vicinity is zoned Commercial or Multi-Family. The Future Land Use Map designation is Multi-Family
9. WHAT CHANGED OR CHANGING CONDITIONS MAKE THIS ZONING AMENDMENT NECESSARY:
The increased need for affordable housing.
10. WHAT OTHER CONDITIONS JUSTIFY THE PROPERTY ZONING CHANGE:
Compatibility with the surrounding property and future land use map compliance.

IF A PUBLIC HEARING IS HELD BY THE CITY COUNCIL ON THIS REQUEST, IT IS THE RESPONSIBILITY OF THE APPLICANT TO PAY TO NOTIFY BY CERTIFIED MAIL ALL OWNERS OF PROPERTY WITHIN 500 FEET OF THE PROPERTY UNDER CONSIDERATION FOR REZONING. SUCH NOTIFICATION SHALL BE MADE AT LEAST FIFTEEN (15) DAYS PRIOR TO THE PUBLIC HEARING(S) AND SHALL INCLUDE: THE ADDRESS AND LEGAL DESCRIPTION OF THE PROPERTY UNDER CONSIDERATION; THE PROPOSED ZONING CLASSIFICATION OF THE PROPERTY, AND THE TIME, DATE AND LOCATION OF THE PUBLIC HEARING(S).

I CERTIFY THAT I AM THE OWNER OR LEGALLY AUTHORIZED AGENT FOR ALL PROPERTY PROPOSED TO BE REZONED BY THIS REQUEST, AND THAT I WILL BE ABLE TO VERIFY SUCH AUTHORITY UPON REQUEST. I FURTHER CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPLICANT: Roy V. Andrews RYA@LAL-Law.com
5218 Willing Street Milton, FL 32570 850.623.3200
ADDRESS CITY STATE ZIP TELEPHONE #

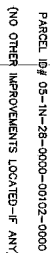
OWNER (IF OTHER THAN APPLICANT):
Jim Young, Black & Young, LLC
6005 Ilentown Road, Milton, FL 32570
ADDRESS CITY STATE ZIP TELEPHONE #

=====OFFICIAL
ACTION:

PLANNING BOARD: DATE: _____ ACTION: _____

CITY COUNSEL: DATE: _____ ACTION: _____

BEING A PORTION OF SECTION 5,
TOWNSHIP 1 NORTH, RANGE 28 WEST
SANTA ROSA COUNTY, FLORIDA



- | | |
|-------------------|--|
| LEGEND: | |
| F - DENOTES FIELD | |

[illegible]

CHARLES E. MARTIN
PROFESSIONAL LAND SURVEYORS
AND APPRAISERS NUMBER 34631

DATE: _____

CORP. NO. 5902

NOT VALID WITHOUT
ORIGINAL PRESSED SEAL OF
THE BOARD OF LAND SURVEYORS
AND APPRAISERS

A BOUNDARY SURVEY BEING A PORTION OF
SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST
SANTA ROSA COUNTY, FLORIDA

8247 EAST BAY BOULEVARD UNIT "B" PHONE: (850) 939-4299
 NAVARRE, FLORIDA 32566 FAX NUMBER (850) 939-1960

DESCRIPTION: (O.R. BOOK 2691, PAGE 1289)

THE EAST 935 FEET OF THE NORTH 645 FEET OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION, 290.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 35.00 FEET TO AN IRON ROD IN THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90 DEGREES 00 MINUTES WEST 170.00 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 00 MINUTES EAST 255.00 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W); THENCE NORTH 90 DEGREES 00 MINUTES EAST ALONG SAID RIGHT O WAY LINE 159.81 FEET TO AN IRON ROD IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 184-A (70' R/W); THENCE ALONG SAID RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 70 DEGREES 20 MINUTES EAST A CHORD DISTANCE OF 10.82 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF A COUNTY ROAD (70' R/W); THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 251.36 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPT ANY PORTION LYING WITHIN ANY PUBLIC ROADS.



Purchase of the Webster Property on Richardson St

MEETING DATE	PREPARED BY
September 21, 2023	Public Works Department Christie Haarmann, Public Works Admin, Diane Ebentheuer, Purchasing Agent/Risk Manager

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Webster Properties, LLC ("Seller")
and City of Milton, Florida ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: Richardson Street, Milton, FL--11.54 (+/-) acres as described below.

Legal Description: BEG 585 FT E OF NW COR LOT 2 TH S 1270 FT E 1070 FT N 1270 FT W 1070 FT TO POB
AS DES INOR 2258 PG 1118 LESS RD RWAS DES IN OR 171 PGS 932 & 934 & LESS OR 1181 PG 646 FOR
RDR/W & LESS PORT DEEDED IN BNDYLN AGREEMENT AS DES IN OR 1838 PG 1838 & LESS OR 2258 PG
559 (NOW BEING #1.1) LESS PER SEPREQ SURVEYED PARCELS #1.8 - #1.14 MADE 7/18/17 & LESS
OR3818 PG 634 (FOR #1.15 2019)

SEC 05 /TWP /1N /RNG 28 of Santa Rosa County, Florida. Real Property ID No.: 05-1N-28-0000-0107-0000
including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 350,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Wilson, Harrell, Farrington, Ford, Wilson, Spain, and Parsons

Escrow Agent's Contact Person: William E. Farrington, II

Escrow Agent's Address: 307 S Palafox St, Pensacola, FL 32502

Escrow Agent's Phone: 850 438 1111

Escrow Agent's Email: wef@whsf-law.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Due Diligence Period \$

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds \$ 345,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before September 6, 2023, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on November 29, 2023 ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (AM) and Seller (JAW) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** Intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (AM) () and Seller () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** falls, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

John Griffing 655630
Buyer's Sales Associate/License No.

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329*	<u>jgriffing@naipensacola.com</u>	<u>jgriffing@naipensacola.com</u>
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332*	<u>18504505126</u>	<u>8504330577</u>
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335*		<u>NAI Pensacola</u>
336	Listing Brokerage	Buyer's Brokerage
337		
338*		<u>24 W. Chase Street, Suite 100 Pensacola FL 32502</u>
339	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable)**
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☒ C. Other Santa Rosa County Property Appraiser's Map and Description of the Property

345* **23. Additional Terms:** NAI Pensacola to be compensated under a separate agreement with the City of Milton, by
 346 the City of Milton.
 347 _____
 348 _____
 349 _____
 350 _____
 351 _____
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____

361 **COUNTER-OFFER/REJECTION**
 362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

367 [The remainder of this page is intentionally left blank.
 368 This Contract continues with Line 367 on Page 8 of 8.]

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

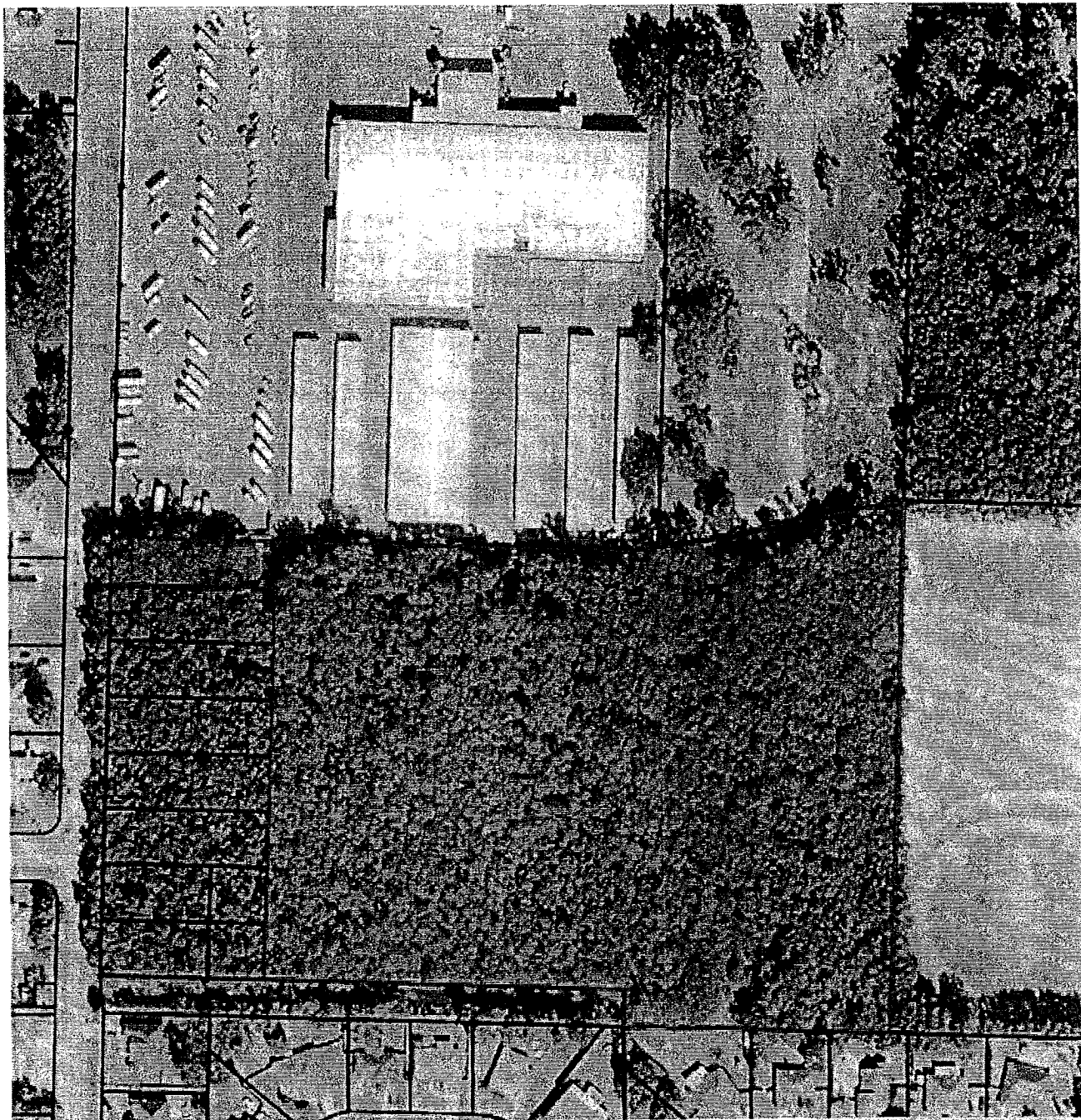
370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

378
379* **Buyer:** Anthony M. Tindell Date: 9-5-2023
380* **Print name:** Anthony M. Tindell Date: _____
381* **Buyer:** _____
382* **Print name:** _____
383 **Buyer's address for purpose of notice:** _____
384* **Address:** _____
385* **Phone:** _____ **Fax:** _____ **Email:** _____
386* **Seller:** Jolynda Webster Date: 9-5-23
387* **Print name:** Jolynda Webster Date: 9-5-23
388* **Seller:** Douglas A Webster
389* **Print name:** Douglas A Webster
390 **Seller's address for purpose of notice:** _____
391* **Address:** _____
392* **Phone:** _____ **Fax:** _____ **Email:** _____

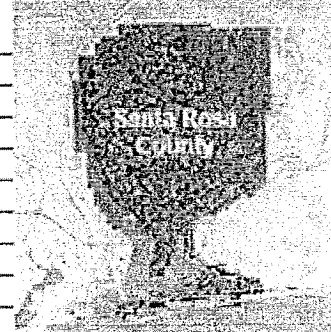
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Buyer (MT) and Seller (DAW) acknowledge receipt of a copy of this page, which is 8 of 8 pages.



Santa Rosa County Property Appraiser

Parcel	05-1N-28-0000-00107-0000	Acres	11.54
Name	WEBSTER PROPERTIES LLC	Land Value	101782
Situs	RICHARDSON ST	Land Ag Value	0
Sales	\$180,000 on 2004-05 Vacant?=I Qual=U	Building Value	0
	\$100 on 2003-13 Vacant?=I Qual=U	Misc Value	0
		Just Value	101782
		Assessed Value	78195
		Exempt Value	0
		Taxable Value	78195
Mail	5679 BERRYHILL RD		
	MILTON, FL 32570		



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 property 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: 08/28/23 01:42:25



Developers Agreement for The Grove at Berryhill Subdivision

MEETING DATE	PREPARED BY
September 21, 2023	Public Works Department Christie Haarmann, Public Works Admin, Diane Ebentheuer, Purchasing Agent/Risk Manager

DEVELOPER AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CITY OF MILTON, a governmental body, corporate and politic ("City") and **The Grove at Berryhill**, a Florida limited liability company ("Developer"). This agreement shall be effective as of the date on which it has been signed by both the Developer and the City or their representatives, as indicated below.

WHEREAS, the Developer owns certain lands as described in Exhibit "A" attached hereto (the "Property") and intends to develop on the Property a residential subdivision with multiple phases with approximately 50 lots as more fully set forth on the phasing plan ("Phasing Plan")

WHEREAS, the Developer desires the City to provide gas and wastewater service to the Project;

WHEREAS, the City is willing to provide such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the Developer will utilize and promote said utilities with the Property to all users in the development.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein the Developer and the City hereby agrees as follows:

1. The City has the capacity for and will provide sewer service for all the lots in the Project as the Project is developed upon payment of the impact fees described below.
2. The Developer shall, at Developer's sole cost and expense, construct or cause to be constructed on the Property such sewer mains, lift stations, sewer laterals, and other facilities as may be necessary for the City to provide such service to the Project. All construction shall meet or exceed city codes and standards.
3. The City hereby waives compliance by the Developer with Ordinance No. 1277-08 and the Developer agrees to pay the impact fees for the Project as set forth in Phase Plan below.
4. No sewer construction shall be commenced until plans and specifications, therefore, have been submitted to and approved in writing by the permitting authorities having jurisdiction.
5. Employees and agents of the City may at any reasonable time during or after construction enter upon the Property for the purpose of inspecting such facilities.
6. Upon completion of construction of the onsite facilities, they shall be certified by the engineer for the Developer and shall be subject to final inspections by the permitting authority. Upon determination by the City that the facilities have been constructed by the Developer in accordance with approved plans and specifications and all applicable requirements of the City, Santa Rosa County, and other agencies having jurisdiction, and upon

payment by the Developer of all applicable rates, fees and charges established by the City, the City shall provide service to the Project.

7. The Developer hereby warrants the onsite facilities to be free of defects. Any such defect appearing shall be corrected by the Developer.

8. The Developer hereby releases and agrees to hold harmless, indemnify, protect and defend the City, its members, officers, employees, and agents from any and all claims, damages, actions, or causes of action relating to the planning, design, and construction of the onsite facilities.

9. This Agreement may not be amended except by a writing executed by the Developer and by the City. All documents necessary for the implementation of this Agreement, including all permits, engineering design, and construction contracts, plans and specifications for the facilities as and when approved and filed with the City and or Santa Rosa County are a part of this Agreement and incorporated herein by reference.

10. This Agreement shall be governed by the law of the State of Florida.

11. This Agreement will run with the land and will be binding on the heirs, assigns, and grantees of Developer.

12. The fees will be paid for the first year of 17 homes, Phase I for a total of \$75,316.12 on ___(Date)_____

13. The payment number two (2) will be paid before house number eighteen (18) is constructed in Phase II or one year after the first payment was made at the impact fees that are in effect at that time which ever comes first, it will be for 17 homes.

14. Payment number three (3) will be paid before house number thirty-five (35) in Phase III is constructed or one year after the second payment was made which ever comes first it will be 16 homes at the impact fees that are in effect at the time of the payment.

EXECUTED by the Developer or its representative this _____ day of _____ 2023.

Witness

Developer

By

Witness

Title

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledge before me as this _____ day of _____, _____,
by _____, who is personally known to me or who
produced _____ as identification.

EXECUTED by the City of Milton or its representative this _____ day of _____, _____.

CITY OF MILTON, FLORIDA

Witness

By

Title

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by
_____, who is personally known to me or who produced
_____ as identification.

NOTARY PUBLIC



Task Order for Spray Field on New Property for WWTP

MEETING DATE	PREPARED BY
September 21, 2023	Public Works Department Diane Ebentheuer, Purchasing Agent/Risk Manager

**CITY OF MILTON
NSRRWRF SPRAYFIELD DESIGN
SCOPE OF SERVICES**

08/28/23

Section I. BACKGROUND

The City of Milton (City) has identified two additional sites that may be suitable for effluent discharge from the NSRRWRF. Site 1 is a 77-acre parcel that straddles the Florida Light and Power transmission line approximately 0.52 miles from the north terminus of Jeff Ates Road. Site 2 is a 117-acre parcel located approximately 500 feet north of Site 1. Both locations are undeveloped wooded parcels located north of the East Milton Area Wellfield Protection District and south of the Blackwater River.

In July 2023, the City of Milton (City) engaged the services of Baskerville-Donovan, Inc. to coordinate the due diligence efforts of Larry M. Jacobs and Associates (LMJ), BIOME, Inc., and All Seasons Archaeology to conduct a geotechnical site investigation, environmental assessment, and a cultural investigation, respectively, for the two parcels being considered for effluent disposal. On August 8, 2023, the city, BDI and LMJ held a preapplication meeting with the FDEP to discuss the use of these proposed sites for effluent disposal. Data from several preliminary bore holes was presented during the meeting. From that meeting slow-rate land application was determined to be the most viable use of the properties.

Since the due diligence efforts are nearing completion, BDI has been requested to provide a scope of work for the design of the slow-rate land application systems on a total of 194 acres, and to provide the design for the nearly 2.5 miles of reclaimed water main from the North Santa Rosa Regional Water Reclamation Facility (NSRRWRF) to the two sites.

Section II. SCOPE OF SERVICES

TASK 1 – WETLAND DELINEATION

BDI will engage the services of BIOME, Inc. to mark the limits of the wetland areas that have been identified on the two parcels during the environmental review. This is necessary so those areas can be avoided during design and construction.

TASK 2 – SURVEYING

The design of 2.5 miles of forcemain along the proposed route requires a detailed topographic survey for development of plan and profile drawings. The survey does not include property boundaries or easements along the proposed route. The proposed pipeline route is within easements that have been identified by the City.

TASK 3 – SPRAYFIELD DESIGN AND CONTRACT DOCUMENTS

BDI will prepare plans, specifications and contract documents for bidding and construction of the slow-rate land application system and distribution pipeline from the NSRRWRF to the effluent disposal sites. The distribution pipeline drawings will be presented in plan and profile as required for forcemain pipelines. The scope of work includes preparation of project documents at 60, 100 percent and ready to advertise plans and specifications. The specifications generally include all piping, appurtenances and site

work including access 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 slow-rate application systems.

3.1 Design

BDI will develop and submit AutoCAD design drawings plus specifications in MASTERSPEC format. Submittal materials for the 60 percent completion level shall include all site work for the construction of a slow-rate land application system with a table of contents of the specifications to be included in the construction documents. The final (100%) plans and specifications shall include City comments received from all reviews along with completion of permit applications.

3.2 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 plans and specifications for this project.

TASK 4 – PERMITTING SERVICES

An FDEP Domestic Wastewater substantial permit modification is required to construct the sprayfields.

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) *Notification of Completion of Construction for Wastewater Facilities or Activities* (Form 62-620.910(12)); and,
- 4) *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 the application to the appropriate regulatory authorities. 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 as required.

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 slow-rate land application system. 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 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 115. The overall project schedule is dependent on a timely response review from 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	50	50
60% Plans and Specifications (overlaps survey effort)	60	75
Client Review Duration	5	80
100% Plans and Specifications	30	110
Client Review Duration	5	115
Final ready to Advertise Contract Documents	15	130
Total Project Duration until Bidding Phase	-	130 days
FDEP permitting will be submitted after 60% comments are incorporated.		

Section VI. METHOD OF COMPENSATION

The project construction cost is estimated to be approximately \$5,722,900. The pipeline cost estimate was based on 2023 bids received on large diameter piping. The estimated cost of the sprayfield installation was an escalated cost per acre using the 2022 RS Means cost index applied to a 2009 sprayfield project completed by BDI. The design fee was developed from calculations published by the Florida Department of Management Services for repetitive, less than average complexity projects.

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

Summary of Services

Task 1 – Survey	\$79,300
Task 2 – Wetland Delineation (allowance)	\$5,000
Task 3 – Design	\$363,800
Task 4 – Permitting	\$17,500
Total	\$465,600

BDI shall invoice the City monthly based on a percent complete. 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



T. Keith Hill, P.E.
President/CEO

City Manager

8/28/2023

Date

Date



Agenda Item # 2023-1898

Emergency Purchase of Pipe Bursting Project for Park Avenue

MEETING DATE

September 21, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager, Joe Cook,
Public Works Director

BACKGROUND

Pipes on Park Avenue are in need of emergency repair.

SUMMARY

Pipes on Park Avenue are in need of emergency repair. Quotes were obtained.

RECOMMENDATION

Staff recommends approval for Emergency Repair on Park Avenue for Pipe Bursting Project.
Not to exceed \$

ATTACHMENTS

1. Quotes
2. 3rd Quote



PENSACOLA CONCRETE CONSTRUCTION CO. INC.

FL License # CUC1224436 • AL License # 12750

P.O. Box 2787

Pensacola, FL 32513

1-850-476-0026

www.pcc trenchless.com

Mr. James Brake
City of Milton
6738 Dixon Street
Milton, FL 32572

August 21, 2023

Re: Proposal for Park Avenue Pipe Burst

Item No.	Description	QTY	Unit	Unit Price	Total
PARK AVENUE PIPE BURST					
1	Mobilization / Freight	1	LS	\$2,300.00	\$2,300.00
2	Entry Pit	1	EA	\$3,659.25	\$3,659.25
3	Furnish and Install 8" HDPE Sewer Pipe via Pipe Bursting method	465	LF	\$91.76	\$42,668.40
4	Reconnect Existing 4" Service Pipe	1	LS	\$2,750.00	\$2,750.00
5	Post CCTV Inspection	1	LS	\$950.00	\$950.00
PROPOSED TOTAL					<u>\$52,327.65</u>

Notes:

1. Pricing based on host pipe not being in any type of encasement. (ex.: steel casing, concrete, etc.)
2. PCC plans on setting winch up on the West side of Dogwood and digging Entry Pit on the upstream end.
3. Item No. 4 is based on connection being made within 5' of mainline.

If accepting this proposal, sign below and return original signed copy to Pensacola Concrete.

Sign: _____ Date: _____
Authorized Signature

If there are any questions concerning this proposal please feel free to call me at my office (850) 476-0026.

Respectfully Submitted by,

Ben F. Joyner Jr., President

Pensacola Concrete Construction Company, Inc.

UTILITY SERVICE CO.

September 14, 2023

City of Milton
6738 Dixon Street
Milton, FL 32572
Attn: Mr. James Brake
RE: Park Avenue Pipe Bursting

Quote

Item #	Description	Unit	Qty	Unit Price	Amount
1	Mobilization	LS	1	\$2,490.00	\$2,490.00
2	Pipe Entry Pit (Excavation, Backfill, etc.)	LS	1	\$4,000.00	\$4,000.00
3	Pipe Bursting (Installation of 8" HDPE Sewer main)	LF	465	\$117.23	\$54,511.95
4	4" Service lateral Reconnection	LS	1	\$3,253.81	\$3,253.81
5	Post Installation CCTV Video	LS	1.00	\$1,150.00	\$1,150.00
Total					\$ 65,405.76

Item 3: Price is dependent on the existing main line being direct buried, without any outer sleeve or concrete collar repairs.

Item 4: Price is dependent of existing lateral location being within 5 LF of the main.

Site Explanation: For the pipe Bursting activity, the winch will be set up on the west side of Dogwood Drive. The excavation of the entry pit will occur on the upstream end of the run.

Thank you for the opportunity!



Jordan Lee
Vice President
Utility Service Co., Inc.

Mobilization	1	LS	\$3,500.00	\$3,500.00
8" HDPE by Pipe Bursting	465	LF	\$121.00	\$56,265.00
Video Inspection	1	LS	\$1,500.00	\$1,500.00
Connect Existing Lateral	1	EA	\$3,725.00	\$3,725.00
Entry Pit	1	EA	\$5,200.00	\$5,200.00
Total...				\$70,190.00

1. Reconnection of 4" Lateral to be within 5' of main line
2. Existing Pipe to be capable of receiving HDPE; not encased

Thanks,

GABE JACKSON

President





Agenda Item # 2023-1899

Negotiation for RFP 2023.11 Engineer Services for Russell Harbor Park

MEETING DATE

September 21, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager, Joe Cook,
Public Works Director

BACKGROUND

The City solicited proposals for Engineering Services for Russell Harbor Park Dock Repair/Replacement.

SUMMARY

Council awarded to AMI Consulting Engineers, PA on July 11, 2023. A conditional contract was entered into and negotiations began. Final negotiations are attached in amount of \$68,755.00.

RECOMMENDATION

Staff have completed negotiations and recommend acceptance of an amount of \$68,755.00 to AMI Consulting Engineers, PA for engineering services for Russell Harbor Park Dock Repairs.

ATTACHMENTS

1. 2023.11 Russell Harbor Landing Negotiation_Revision 1



Consulting Engineers P.A.

September 12, 2023

City of Milton, Florida
Attn. Purchasing Department
6738 Dixon Street
Milton, FL 32570

Re: Russell Harber Repair Proposal – Revision 1

AMI Project # 231072

Ms. Ebentheuer,

AMI Consulting Engineers (AMI) would like to thank you for the opportunity to re-submit this proposal for engineering services at Russell Harber located on the Blackwater River in Milton, Florida.

Scope of Work

1. Design Services (Needed pre-design data collection)

- a. AMI will perform a review of the existing document from FEMA, Kenneth Horne & Associates, and other readily available data including soil boring from the Florida DOT.
- b. AMI will perform an updated topographic survey data of the shoreline and create design drawings and technical specifications to restore the shoreline adjacent to the launch and floating pier.
- c. AMI will perform a multi-beam bathymetric survey to assess the bottom river elevation at the launch site and pier. AMI will perform side-scan sonar survey to determine material consistencies and riprap placement around the launch area and near the new pile locations.
- d. AMI will perform a structural inspection to determine the feasibility of re-using the existing dock and connections.
- e. AMI will review publicly available nearby soil boring for the Interstate 90 Bridge located approximately 1,500 LF downstream of the Project Site. These soil borings will be used to analyze and characterize the subsurface conditions and determine appropriate pile depths for the design. It is assumed that the Florida DOT soil borings will be representative of the Project Site conditions.

a. Existing Data Review:	\$ 1,240.00
b. Topographic Survey:	\$ 1,500.00
c. Multi-Beam & Side Scan Survey:	\$ 11,280.00
d. Structural Inspection:	\$ 925.00
e. <u>Geotechnical Borings:</u>	<u>Not Included</u>
TOTAL COST:	\$ 14,945.00

2. Engineering Design (Utilizing pre-design data)

- a. AMI will create design drawings based on the collected data from the site surveys and geotechnical soil information. Two different design options will be considered at Schematic Level design Documents. The first will be re-installing timber pile and the second will be to install steel piles for the improved project status. AMI will submit the schematic design to the City for their review and will fully develop the preferred schematic design option (assumed to be steel piles). The fully developed preferred design will include Construction Documents consisting of plans, technical specifications, and bid forms. AMI assumes the City of Milton will prepare the front-end documents and handle the bidding coordination.
- b. Each design option will be estimated in close coordination with FEMA and the City of Milton.
- c. Permitting activities will be initiated by AMI. It is anticipated that a Nationwide Permit will be required from USACE, and that the Florida DEP will also require a permit to be submitted.
- d. AMI will hold up to six meetings with the City of Milton during the Engineering Design Process. Four of the six meetings are assumed to be virtual meetings if needed, and two meetings are assumed to be in the City of Milton. AMI assumes that the City will handle the bulk of the FEMA compliance portions of work. AMI will support the City as required for technical details and engineering support.
- e. AMI will work with the City of Milton during the bidding process. AMI will attend a pre-bid meeting and respond to all RFIs. AMI assumes the City will lead the bidding process.

a. Engineering & Drafting – SDs:	\$ 21,910.00
b. Cost Estimates:	\$ 2,480.00
c. Permitting:	\$ 3,580.00
d. Project Meetings:	\$ 2,940.00
e. Bidding Services:	\$ 1,990.00
TOTAL COST:	\$ 32,900.00

3. Project Construction Oversight

- a. Assumes up to 24 hours of submittal, RFI, and pay app reviews.
- b. AMI will be on site for coordination with contractor(s) during construction. Assumes active construction will be up to 3 weeks in duration. Assumes up to 40 hours on site for special inspections for active construction duration.
- c. AMI will hold weekly project meetings with the Contractor in which schedule, work completed, and upcoming work will be discussed. AMI will prepare the meeting agenda and submit meeting minutes to the City of Milton. Weekly summaries will be sent out via email for documentation purposes. It is assumed that the City will handle FEMA reporting. AMI will generate a summary of satisfactory project completion letter for FEMA. The letter will be signed by the Engineer of Record.
- d. Post-construction as-built survey will be completed, and drawings generated for City files.

a. Submittals, RFIs, Pay Apps	\$ 3,720.00
b. Construction Oversight:	\$ 11,800.00
c. Reporting & Coordination:	\$ 2,500.00
d. <u>As-Built Survey:</u>	<u>\$ 2,890.00</u>
TOTAL COST:	\$ 20,910.00

AMI proposes to provide these services based on a fixed fee basis for **Sixty-Eight Thousand Seven Hundred Fifty-Five dollars (\$68,755.00)**. AMI will not exceed these fees without your written authorization. Additional services beyond those outlined above may be provided at your request and will be billed per written and agreed upon amounts. Our scope of work and price is valid for sixty days from date of this proposal.

Items Excluded from this Proposal (Can be included for an additional fee)

AMI is excluding these services to reduce engineering fees where appropriate:

- Environmental studies, assessments, and wetland delineations
- Geotechnical soil borings and subsurface characterization
- Legal/boundary surveys
- 3D renderings
- Permitting Fees
- Hydrologic and Hydraulic Analyses
- Sediment transport studies
- Survey control
- Construction staking
- Any services not explicitly described under this proposal shall be assumed out of scope

Assumptions

- FEMA discussions and coordination will be led by the City of Milton and coordinated with AMI for meeting deadlines and adhering to grant requirements. AMI will maintain good FEMA documentation for the City of Milton and will assist in grant reporting and final project closeout with FEMA.

Acceptance

If the services outlined herein are acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding distribution and invoicing. Formal authorization is necessary prior to initiation of any of the activities outlined herein. AMI's services will be performed for the signatory of the enclosed form. Written consent must be provided by AMI should anyone other than the Client wish to excerpt, or rely on, the results of our activities.

If you have any questions or comments regarding this proposal or find any information listed above in error, please contact me at 651-344-8733 Ext. 45.

Respectfully Submitted,



Zac Morris, PE
Coastal Department Manager

Reviewed By,

Chad W. Scott, PE
Principal

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: City of Milton – Russell Harber Repair

AMI Project #: 231072

Date: _____

Fee: _____

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Client Name: _____ Telephone: _____

Date: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Agency Name: _____ Telephone: _____

Date: _____



Agenda Item # 2023-1900

Bid Opening for RFP 2023.09 Professional Appraisal Services WWTP

MEETING DATE

September 21, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager, Joe Cook,
Public Works Director

BACKGROUND

The City solicited proposals for Professional Appraisal Services for its existing Wastewater Treatment Plant.

SUMMARY

Bid Opening was held 09/06/2023. 3 Proposals were received.

RECOMMENDATION

Staff evaluated the 3 submitted proposals and makes recommendation to award to The Urban Group and enter into final negotiations.

ATTACHMENTS

1. 2023.09 BID TAB
2. 2023.09 Final Evaluation



BID TABULATION

09/06/2023 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer
Michele Williams
Curtis Krebs
Joe Cook
Tony Tindell
Sandra Woodbery

Purchasing Officer
Purchasing Assistant
Chief Financial Officer
Public Works Director
City Manager-Interim
Grants Coordinator

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:

RFP 2023.09 Professional Appraisal Services Wastewater Treatment Plant

1	Newgen Strategies & Solutions	Proposal
2	Raftelis	Proposal
3	The Urban Group	Proposal

FINAL - EVALUATORS SCORE SHEET

2023.09 RFP Professional Appraisal Services Wastewater Treatment Plant	Newgen Strategies & Solutions	Raftelis	The Urban Group
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Evaluation Factors

1 Evaluator #1	80	80	90
2 Evaluator #2	91	86	93
3 Evaluator #3	90	65	80
TOTAL	261	231	263

First Selection: The Urban Group

Second Selection: Newgen Strategies & Solutions

I do not, to the best of my knowledge, have a real or perceived conflict of interest, including financial, relational or other nature that may invite favoritism, or the appearance of favoritism, with any of the firms or with employees of those firms being evaluated.

Evaluator's Name - Printed: Joseph E. Cook

Signature: Joseph E. Cook

Evaluator's Name - Printed: Diane Ebenther

Signature: Diane Ebenther

Evaluator's Name - Printed: Sandra C. Woodbery

Signature: Sandra C Woodbery

Date: 9-18-2023

EVALUATORS SCORE SHEET

Name of Firms

2023.09 RFP Professional Appraisal Services

Wastewater Treatment Plant

Newgen Strategies & Solutions	Raftelis	The Urban Group
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Evaluation Factors

Pts
Avail

1	Firm and Project Team Qualifications and Experience	30	25	30	30
2	Project Understanding/ Proposed Project Approach	25	20	20	20
3	Time and Unit Costs - Based on Price Sheet Form	20	15	10	20
4	Representative Projects and References	20	20	20	20
5	Certified Minority Firm. (Yes =5pts./ No =0pts.)	5			
TOTAL		100	80	80	90

First Selection: Urban Group
Second Selection: Newgen strategies

I do not, to the best of my knowledge, have a real or perceived conflict of interest, including financial, relational or other nature that may invite favoritism, or the appearance of favoritism, with any of the firms or with employees of those firms being evaluated.

Evaluator's Name - Printed: Joseph E. Cook
Signature: Joseph E. Cook
Date: 13 Sept 23

EVALUATORS SCORE SHEET

Name of Firms

2023.09 RFP Professional Appraisal Services
Wastewater Treatment Plant

Newgen Strategies & Solutions	Raftelis	The Urban Group
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Evaluation Factors

Pts
Avail

1	Firm and Project Team Qualifications and Experience	30	30	30	30
2	Project Understanding/ Proposed Project Approach	25	25	20	25
3	Time and Unit Costs - Based on Price Sheet Form	20	16	17	20
4	Representative Projects and References	20	20	19	18
5	Certified Minority Firm. (Yes =5pts./ No =0pts.)	5	0	0	0
TOTAL		100	91	86	93

First Selection:
Second Selection:

The Urban Group
Newgen Strategies + Solutions

I do not, to the best of my knowledge, have a real or perceived conflict of interest, including financial, relational or other nature that may invite favoritism, or the appearance of favoritism, with any of the firms or with employees of those firms being evaluated.

Evaluator's Name - Printed:

Signature:

Date:

Diane Eberthauer
Diane Eberthauer
9-18-23

EVALUATORS SCORE SHEET

Name of Firms

2023.09 RFP Professional Appraisal Services
Wastewater Treatment Plant

Newgen Strategies & Solutions	Raftelis	The Urban Group
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Evaluation Factors

		Pts Avail			
1	Firm and Project Team Qualifications and Experience	30	30	20	20
2	Project Understanding/ Proposed Project Approach	25	25	20	25
3	Time and Unit Costs - Based on Price Sheet Form	20	15	10	20
4	Representative Projects and References	20	20	15	15
5	Certified Minority Firm. (Yes =5pts./ No =0pts.)	5	0	0	0
TOTAL		100	90	65	80

First Selection:

Second Selection:

Newgen
Urban

I do not, to the best of my knowledge, have a real or perceived conflict of interest, including financial, relational or other nature that may invite favoritism, or the appearance of favoritism, with any of the firms or with employees of those firms being evaluated.

Evaluator's Name - Printed:

Signature:

Date:

Sandra C. Woodberry
Sandra C. Woodberry
9/18/23



Wastewater Interconnectivity Highway 87 S.

MEETING DATE	PREPARED BY
September 21, 2023	Public Works Department Christie Haarmann, Public Works Admin

AGREEMENT

Wastewater Interconnectivity Hwy 87S

THIS INTERLOCAL AGREEMENT ("Agreement"), dated as of August 24, 2023, is made by and between the City of Milton, a municipal corporation of the State of Florida, 6738 Dixon Street, Milton, Florida 32570 (the "CITY"), and Santa Rosa County, Florida, a political subdivision of the State of Florida, 6495 Caroline Street, Milton, Florida 32570 (the "COUNTY").

A. Florida Statutes at Section 163.01, et seq., known as the Florida Interlocal Cooperation Act of 1969, provides a method for government entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

B. The COUNTY is designing a wastewater package plant to serve the two industrial parks along Hwy. 87S, south of the I-10 Interchange; and

C. Timing of construction of this wastewater package plant is beyond the desired timeline of industrial development within the parks; and

D. The CITY and COUNTY desire to cooperate in the interconnectivity of the sewer main from the industrial park at Technology Ave. and Hwy. 87S, to allow for temporary wastewater capacity; and

E. This CITY and COUNTY agree this temporary connection will be for such time as to allow construction of COUNTY wastewater package plant; and

F. CITY and COUNTY agree capacity will be given to industrial park clients that have been approved by COUNTY and capacity will be deducted from COUNTY allocations agreed to in the MOA dated April 28, 2022; and

G. CITY and COUNTY agree connection should remain in place after COUNTY package plant becomes operational to serve as redundancy when needed; and

H. CITY agrees temporary capacity committed will be credited back to COUNTY once connection is closed.

NOW THEREFORE, the CITY and COUNTY agree as follows:

1. The COUNTY will construct and maintain the interconnection.
2. The COUNTY will provide 30-day notice when connection will be closed.
3. The CITY will sign capacity letters for industrial clients being served through this connection, to the extent capacity is available. **Such capacity shall be reallocated to the COUNTY at such time as the COUNTY disconnects from the CITY system.**

4. To the extent allowed, by and without waiving sovereign immunity, the COUNTY will indemnify and hold harmless the CITY for damage caused by flow from the COUNTY connection.
5. The COUNTY will install a flow meter sat the connection to monitor flow levels.
6. At such time as the COUNTYY disconnects from the CITY's line, the
7. This agreement may be amended only by written agreement of the parties.
8. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY:

DeVann Cook, County Administrator
Santa Rosa County
6495 Caroline Street
Milton, Florida 32570

Required Copy to:

Thomas V. Dannheisser, County Attorney
Santa Rosa County
6495 Caroline Street
Milton, Florida 32570

CITY:

Anthony Tindell, Interim City Manager
City of Milton
P. O. Box 909
Milton, Florida 32572

IN WITNESS WHEREOF, the **CITY** has approved this Agreement at a duly noticed meeting held on _____, 2023, and the **COUNTY** has approved this Agreement at a duly noticed meeting held on August 24, 2023.

CITY OF MILTON, FLORIDA

ANTHONY TINDELL
INTERIM CITY MANAGER

SANTA ROSA COUNTY, FLORIDA

By:_____
COLTEN WRIGHT, CHAIRMAN

ATTEST: _____
Donald C. Spencer
Clerk of Court