



CITY COUNCIL
Regular Meeting Agenda

October 10, 2023
5:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

2. Invocation

Item # 2023-1945
Pastor Nicole Jackson
Bearing Fruit Community Church

3. Pledge of Allegiance

4. Approval of Minutes

Item # 2023-1903
September 12, 2023 Regular Council Meeting Minutes

5. Approval of Agenda

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

6. Recognitions, Proclamations & Awards

7. Public Hearings/Meetings

Item # 2023-1936
Proposed rezoning of 11.5 acres - Vanity Fair Rd.

8. Invited Speakers

9. Persons to Appear

10. General Consent Agenda

Item # 2023-1904
General Consent Agenda
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.

Item # 2023-1692

RFP for Engineering Services - CDBG Broad St., Quinn St., and Okaloosa St.

Item # 2023-1693

Reject 2023.14 Water & Wastewater Treatment Plant Conversion to Liquid Chlorine

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)

Item # 2023-1893

Recommended Pay Increase For IT - City Clerk Duties

Item # 2023-1942

Council Meeting Dates for 2024

Item # 2023-1941

City Clerk Job Description

11. Ordinances & Resolutions

Item # 2023-1937

Ordinance #1990-23 RMD Pension, 1st Reading

Item # 2023-1859

Ordinance # 1991-23 Wage Rates 2nd Reading

Item # 2023-1874

Ordinance # 1992-23 UDC Update Ordinance 2nd Reading

Item # 2023-1936

Ordinance #1993-23 - Proposed rezoning of 11.5 acres - Vanity Fair Rd.
1st Reading

Item # 2023-2009

Resolution #1580-23 Correction to Resolution 1577-23

Item # 2023-1890

Resolution #1581-23 Facing Fentanyl

- 12. City of Milton Events**
Events Coordinator, Jay Conrad
- 13. Public Information Officer Report**
Bethany Anderson
- 14. Finance, Planning Board**
Councilman Michael Cusack
- 15. Administration, Emerald Coast Regional Council**
Councilwoman Marilyn Farrow
- 16. Parks & Recreation, Community Improvement Board**
Councilman Gavin Hawthorne
- 17. LEAP**
Councilman Jason Vance
- 18. Board of Adjustments**
Councilman Matthew Jarrett
- 19. Historic Preservation Board, Transportation Planning Organization**
Councilwoman Roxanne Meiss
- 20. Growth, Development & Annexation, Tourist Development Council**
Councilman Jeff Snow
Item # 2023-2005
KSRB Butterfly House Vivarium Project - Stormwater Request
- 21. Public Works**
Councilman Casey Powell
- 22. Mayor Report: Public Safety, Ordinance Committee**
Mayor Heather Lindsay
Item # 2023-2008
Sexual Assault Prevention & Awareness
- 23. City Attorney's Report**
- 24. City Clerk's Report**
- 25. City Manager's Report**
- 26. Public Input**
- 27. Adjourn**

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

"If any person decides to appeal any decision made by the board, agency, or commission, with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." FS 286.0105



Agenda Item # 2023-1903

September 12, 2023 Regular Council Meeting Minutes

MEETING DATE

October 10, 2023

PREPARED BY

Melissa Short, Admin
Assistant/Permit Clerk/Assistant
City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

Approval of September 12, 2023 Regular Council Meeting Minutes

ATTACHMENTS

1. City Council Meeting Minutes for September 12, 2023



CITY COUNCIL
Regular Meeting Minutes

September 12, 2023
5:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

The meeting was called to order at 05:39 PM.

Members Present:

Council Member, Ward III, Seat I Gavin Hawthorne
Council Member Ward II, Seat II Roxanne Meiss
Council Member Ward IV, Seat II Casey Powell
Council Member, Ward I, Seat I Mike Cusack
Council Member Ward I, Seat II Matt Jarrett
Council Member, Ward II, Seat I Marilynn Farrow
Mayor Heather Lindsay
Council Member, Ward IV, Seat I Jason Vance
Council Member Ward III, Seat II Jeff Snow

Members Absent:

Members of the Public in Attendance

Sherry Chapman, Donna Long, Jerry Couey, Judy Morrison, Mike Morrison, Troy Sprodlin, Brian McGuire, Buddy Fisher, Vernon Compton, Florence Brand, Vicki McKee, Reni Johnmeyer

Staff in Attendance

City Attorney, Alex Andrade
Asst. City Clerk, Melissa Short
Asst. City Clerk, Molly Turnes
IT Systems Analyst, Hunter Green
Public Information Officer, Bethany Anderson
Budget Coordinator, Heidi Sroka
Planning Director, Tim Milstead
Director of Economic Development, Ed Spears
Public Works Director, Joe Cook
Events Coordinator, Jay Conrad
Chief of Police, Tony Tindell

2. Invocation

Pastor Troy Spradlin,
Margaret Street Church of Christ

3. Pledge of Allegiance

4. Approval of Minutes

Item # 2023-1816

August 8, 2023 Regular Council Meeting

ACTION: Motion to Motion to Approve as
Amended by Marilynn Farrow; second by
Casey Powell;

Motion passed - 8:0

YEAS: Casey Powell, Marilynn Farrow, Mike
Cusack, Gavin Hawthorne, Jeff Snow,
Roxanne Meiss, Jason Vance, Matt Jarrett

NAYS: None

ABSTAIN: None

Two corrections:

Section 17 of the August 8, 2023, Meeting minutes,
Councilwoman Farrow requested the meeting minutes be
corrected to include the project name: "Light at Magnolia and
Stewart Street".

Section 21 of the August 8, 2023, Meeting minutes,
Councilwoman Farrow requested the meeting minutes be
corrected. Ms. Farrow stated the minutes "recognized Heidi
Sroka as Interim Clerk for signing checks... but we also have
other Interim Clerks that I think should be named in the minutes
and that is Krystal Nowlin, Melissa Short and Molly Turnes".

All members approved of the changes.

5. Approval of Agenda

ACTION: Motion to Approve as Amended by Matt Jarrett; second by
Roxanne Meiss;
Motion passed - 8:0

YEAS: Casey Powell, Marilynn Farrow, Mike Cusack, Gavin
Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt
Jarrett

NAYS: None

ABSTAIN: None

Summary:

Mayor Linday recommended adding the RFP for City Manager Headhunter as a
discussion item to the agenda, not making a decision on the proposals, but
indicating when it should be discussed at a future meeting.

Councilman Jarrett recommended adding an action item for Ms. Sharp's Business
Facade Improvement Grant on the agenda, previously discussed at a prior
meeting.

Councilman Snow recommended pulling Item 2023-1792- Time Limit - off of the
consent agenda and move to further discuss under Councilman Snow's Section.
Councilwoman Farrow recommended pulling Item 2023-1780 -off of the consent

agenda and move to further discuss under Mayor Lindsay's Section.
Councilman Powell recommended adding discussion of the Resolution and contract for Scott Collins' potential employment to be added to the Ordinances and Resolutions Section.

6. Recognitions, Proclamations & Awards

Item # 2023-1880

Pensacola State College Proclamation

Mayor Heather Lindsay read a proclamation in honor of
Pensacola State Collage.

Mayor Heather Lindsay also recognized the City Staff for the
hard work during the transitional times.

7. Public Hearings/Meetings

No Public Hearings/Meetings.

8. Invited Speakers

No Invited Speakers.

9. Persons to Appear

Persons to Appear was provided by: Riley Wayne Perantoni and Christian

10. General Consent Agenda

ACTION: Motion to Approve as Amended by Casey Powell; second by
Gavin Hawthorne;

Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin
Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt
Jarrett

NAYS: None

ABSTAIN: None

2023-1792 Time Limit & 2023-1780 MPD COLA Increase were removed from
General Consent Agenda prior to motion.

Item # 2023-1817

General Consent Agenda

Item # 2023-1847

OAFA - Remote Area Medical Clinic - 12/2/23

Item # 2023-1848

SEPA - Cornhole Tournament for MHS Cheerleading Fundraiser - 10/7/23

Item # 2023-1849
SEPA - Milton Community Market - 9/23/23 Ongoing

Item # 2023-1850
SEPA - Love & Lights Fundraiser Dinner 10/7/23

Item # 2023-1851
SEPA - Blackwater Bash - 3/17/24

Item # 2023-1852
SEPA - Oktoberfest 2023 - 9/30/23

Item # 2023-1853
SEPA - Milton's Blackwater Holiday Fest - 12/9/23

Item # 2023-1765
Renewal Contract with Liberty Partners

Item # 2023-1766
Florida Government Finance Officers Conference

Item # 2023-1815
Bid Opening for ITB 2023.15 Milton Force Main Interconnect Materials

Item # 2023-1792
Time Limit For Public Input

Item # 2023-1613
FY 2023 Business Improvement Program Cycle 7 - Mama Latte's Coffee Shop

Item # 2023-1861
RFP 2023-16 Milton Downtown Waterfront Marina, Residential & Mixed Use
Development Opportunity

Item # 2023-1788
Pensacola Perdido Bay Estuary Program Contribution Request

Item # 2023-1706
Unified Development Code Update

Item # 2023-1780
Milton Police Department Pension COLA Increase

11. Ordinances & Resolutions

Item # 2023-1857
Resolution 1575-23 Schedule of Fees for FY 2024

ACTION: Motion to Approve by Matt Jarrett; second by Jeff Snow;
Motion passed - 8:0
YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: None
ABSTAIN: None

Resolution 1575-23 read into record by Attorney Alex Andrade

Item # 2023-1858
Resolution 1576-23 Capital Improvements Program

ACTION: Motion to Approve by Jeff Snow; second by Matt Jarrett;
Motion passed - 8:0
YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: None
ABSTAIN: Heather Lindsay

Resolution 1576-23 read into record by Attorney Alex Andrade

Item # 2023-1859
Ordinance # 1991-23 Wage Rates 1st Reading

ACTION: Motion to Approve as Amended by Casey Powell; second by Matt Jarrett;
Motion passed - 8:0
YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: None
ABSTAIN: None

Ordinance# 1991-23 read into record by Attorney Alex Andrade.

Public input concerning c. Ordinance # 1991-23 Wage Rates 1st Reading was provided by: Pam Mitchell, spoke on contract #82 has listed as Executive Director of Main Street Milton and asked for typo to be corrected.

Item # 2023-1874

Ordinance # 1992-23 UDC Update Ordinance 1st Reading

ACTION: Motion to Approve by Jeff Snow; second by Marilyn Farrow;
Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett

NAYS: None

ABSTAIN: None

Ordinance# 1992-23 read into record by Attorney Alex Andrade.

Item # 2023-1876

Resolution No. 1577-23 for ARPA, Parks & Fire Funding

ACTION: Motion to Approve by Casey Powell; second by Jason Vance;
Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett

NAYS: None

ABSTAIN: Heather Lindsay

Resolution # 1577-23 was read into record by Attorney Alex Andrade.

**PROPOSED DRAFT RESOLUTION 1578-23 SCOTT COLLINS
EMPLOYMENT CONTRACT**

ACTION: Motion to Approve as Amended Authorizing the City Attorney to Execute the Employment Contract with Start Date of October 2, 2023 with Scott Collins by Marilyn Farrow; second by Matt Jarrett;
Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett

NAYS: None

ABSTAIN: None

Summary:

Proposed Draft Resolution: The City of Milton Affirming it's Desire to to re-enter negotiations with City Manager Candidate Scott Collins was read into record by Attorney Alex Andrade. Council authorized the City Attorney to amend the employment contract with Mr. Collins by correcting any scribes' errors or typos. Non-material edits were not authorized to be made without Council approval. Council authorized Attorney Andrade to amend the contract to stipulate revisiting the residency requirements beginning in 2025. The amendments authorized would not require the contract to come back before the Council for execution.

Public input concerning City Council Authorizing the City Attorney to execute the employment contract with Mr. Collins was provided by: Sherry Chapman, Casandra Sharp, Victoria McKee, Pam Mitchell & Vernon Compton.

12. City of Milton Events

Jay Conrad reported to the council.

Council Recessed at 6:58PM

Council Reconvened at 7:14PM

13. Public Information Officer Report

PIO Monthly Report

Public Information Officer, Bethany Anderson, reported to the Council.

14. Finance, Planning Board

No Report.

15. Administration, Emerald Coast Regional Council

Councilwoman Farrow reported to Council.

Item # 2023-1791

Former City Clerk Comp Time

ACTION:

Motion to Approve by Marilyn Farrow;
second by Casey Powell;

Motion passed - 6:2

YEAS:

Casey Powell, Marilyn Farrow, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance

NAYS: Mike Cusack, Matt Jarrett
ABSTAIN: None

Summary:

Council agreed to offer the former City Clerk, Dawn Molinero, severance in the amount of \$2,225.68 if a waiver of liability is signed (agreement and release).

Public input concerning Former City Clerk Comp Time was provided by: Pam Mitchell, Sherry Chapman & Howard Steele.

Item # 2023-1860

Additional 29 Bores Required by FDEP

ACTION: Motion to Approve by Jeff Snow; second by Matt Jarrett;
Motion passed - 8:0
YEAS: Casey Powell, Marilynn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: None
ABSTAIN: None

Item # 2023-1875

Recommended Pay Increases for Interim City Manager and City Clerks

ACTION: Motion to Approve Pay Increases for Interim City Manager and City Clerks by Marilynn Farrow; second by Casey Powell;
Motion passed - 8:0
YEAS: Casey Powell, Marilynn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: None
ABSTAIN: None

Council voted for Chief Tindell's pay increase as Interim City Manager duties will continue through January 2024, when Mr. Collins becomes fulltime.

2024 Holiday Schedule

ACTION: Motion to Approve 2024 Holiday Schedule by Marilynn Farrow; second by Jason Vance;
Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: None
ABSTAIN: None

16. Parks & Recreation, Community Improvement Board

Item # 2023-1862

Bid Opening for ITB 2023.13 Sportsplex Basketball Courts

ACTION: Motion to Approve Award to ITB 2023.13 Sportsplex Basketball Courts to Panhandle Grading & Paving, Inc. by Gavin Hawthorne; second by Jeff Snow;
Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett

NAYS: None

ABSTAIN: None

Summary:

Councilman Hawthorne reported to the Council.

Motion made to award to Panhandle Grading & Paving, Inc. in the amount of \$762,009.68 for the base bid for the Sportsplex Basketball Courts project.

Public Works Director, Joe Cook reported to the Council that the city has moved \$250,000 into the SportsPlex budget to complete the project, starting construction no later than December 2023.

17. LEAP

No report.

18. Board of Adjustments

No Report.

Councilman Jarett added action item: Business Facade Improvement Grant for Cassandra Sharp back onto the agenda (it was on a previous agenda)

Summary: Director of Economic Development, Ed Spears, reported to council on the Business Facade Improvement Grant Application for Cassandra Sharp.

The item for the window and door wood rot replacement project at the old post office went before the Council at a previous meeting. Mr. Spears stated the Council would be obligating \$4,000 out of next year's appropriation, subject to the budget process.

ACTION: Motion to Approve by Matt Jarrett; second by Roxanne Meiss;
Motion passed - 7:1

YEAS: Casey Powell, Marilyn Farrow, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: Mike Cusack
ABSTAIN: None

19. Historic Preservation Board, Transportation Planning Organization

No Report.

20. Growth, Development & Annexation, Tourist Development Council

Residential Facade Grant Program Review

ACTION: Motion to Approve by Jeff Snow; second by Mike Cusack;

Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett

NAYS: None

ABSTAIN: None

Summary:

Planning Director, Tim Milstead, reported to the Council.

Existing priority criteria:

- 1) 1st time applicants
- 2) Projects in the designated historic district
- 3) Projects in historically significant structures
- 4) Projects considered to be candidates for demolition within 12 months

Additionally, regarding historic structures: Buildings will be evaluated based on historical architectural significance with priority given to buildings with inappropriately applied facades that cover original details or are unsightly and/or out of scale.

The council requires repayment of funds if property is sold within one year of project completion. Council also voted to include equal priority/ consideration of low income candidates and to raise the maximum grant amount to \$5,000.

Public input concerning Residential Facade Grant Program Review was provided by: Theresa Messick, Cassandra Sharp

Item # 2023-1631

Review of the City of Milton Business Improvement Grant Program

ACTION: Motion to Approve by Jeff Snow; second by Matt Jarrett;

Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett
NAYS: None
ABSTAIN: None

Summary:

Director of Economic Development, Ed Spears, reported to Council on the application changes.

Noted changes that were made to the Business Improvement Grant Program were: The Facade Grant up to \$2500 would require no match. Any dollar amount above that requires a dollar for dollar match.

Additional major changes were one grant per year per eligible property owner and one grant per fiscal year per tenant.

Public input concerning Review of the City of Milton Business Improvement Grant Program was provided by: Cassandra Sharp

ITEM# 2023-1792 Time Limit for Public Input

ACTION: Motion to Approve as Amended time limit for public speaking by Jeff Snow; second by Gavin Hawthorne;
Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt Jarrett

NAYS: None

ABSTAIN: None

Councilman Snow reported to council and amended agenda item 2023-1792 to:

1 opportunity to speak for 4 minutes per agenda item.

21. Pensacola Perdido Bay Estuary Program

Item # 2023-1879

Estuary Program Update

Vernon Compton reported to Council.

22. Public Works

No Report.

23. Mayor Report: Public Safety, Ordinance Committee

ACTION: Motion to Approve by Matt Jarrett; second by Casey Powell;
Motion passed - 8:0

YEAS: Casey Powell, Marilyn Farrow, Mike Cusack, Gavin
Hawthorne, Jeff Snow, Roxanne Meiss, Jason Vance, Matt
Jarrett

NAYS: None

ABSTAIN: None

Summary:

Mayor Lindsay reported to the council.

Item 2023-1780 Milton PD COLA Increase was pulled off the consent agenda by Councilwoman Farrow.

Chief Tindell explained MPD has 1% now and are seeking another 1% for a total of 2%, going into effect October 2024.

Mayor Lindsay asked for two items to be added to the Agenda Workshop:

- 1) Council to consider ways Al Brewton can be recognized.
- 2) Policy on when we authorize comments to the press.

24. City Attorney's Report

Attorney Alex Andrade reported to the Council.

Attorney Andrade to meet with the Milton Employees Union to negotiate their master agreement.

RFP for City Manager Headhunter will be put on Agenda Workshop.

25. City Clerk's Report

No Report.

26. City Manager's Report

No Report.

27. Public Input

No Public Input.

28. Adjourn

The meeting adjourned at 08:21 PM.



Agenda Item # 2023-1936

Proposed rezoning of 11.5 acres - Vanity Fair Rd.

MEETING DATE

October 10, 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.

The Executive Committee unanimously approved the requested zoning change from R-U to R-3 at the October 2, 2023 meeting. The proposed ordinance has also been attached to this item.

RECOMMENDATION

Staff has provided the most current rezoning analysis document, and recommends review of the proposed rezoning. The Milton Planning Board unanimously recommended approval of this request on September 19th. The City Council unanimously moved this item forward to the Executive Committee at their agenda workshop meeting.

ATTACHMENTS

1. Vanity Fair Young Rezoning Ordinance 2023
2. Vanity Fair Rd Rezoning
3. Young Vanity Fair Rezoning Staff Analysis

ORDINANCE NO. 1993-23

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING ONE PROPERTY CONTAINING 11.58 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM R-U, RURAL URBAN ZONING DISTRICT, TO THE R-3, MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT; AUTHORIZING A ZONING MAP AMENDMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council held public hearings occurring on October 10th, 2023 and November 7th, 2023 to consider the rezoning of the property described in Attachment A herein; and

WHEREAS, due public notice has been provided pursuant to Chapter 166, Florida Statutes, and Section 1.7 of the Milton Unified Development Code: and

WHEREAS, the City Council of the City of Milton, Florida, in exercise of its authority, finds it necessary and desirable to adopt and does hereby adopt the proposed zoning change, in order to encourage the most appropriate use of land, water and resources consistent with the public interest, and to deal effectively with future problems that may result from the use and development of land within the City of Milton as follows.

NOW THEREFORE BE IT ORDAINED BY THE City Council of the City of Milton, Florida as follows:

Section 1: Intent and Purpose.

That the Zoning District Classification upon the below property situated, lying, and being contained by the legal boundaries of the City of Milton as listed below and more particularly described in Attachment B:

PARCEL # 05-1N-28-0000-00102-0000

Is hereby changed from the R-U (Rural Urban) Zoning District to the R-3 (Multiple Family Residential) Zoning District.

Section 2: Zoning Map Series Amendment.

That the City of Milton Unified Development Code is hereby amended as set forth and incorporated herein by reference, and consists of a Zoning Map Series amendment, attached hereto as Attachment A.

Section 3: Severability.

If any part of this Ordinance shall be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue in full force and effect.

Section 4: Copy on File.

An official, true, and correct copy of all elements of the Milton Unified Development Code, as adopted and amended from time to time, shall be maintained by the City Clerk or his or her designee.

Section 5: Effective Date.

This Ordinance shall take effect immediately upon passage and adoption by the City Council.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, The 7th day of November, 2023.

CITY OF MILTON, FLORIDA

Heather Lindsay - Mayor

ATTEST:

CITY CLERK

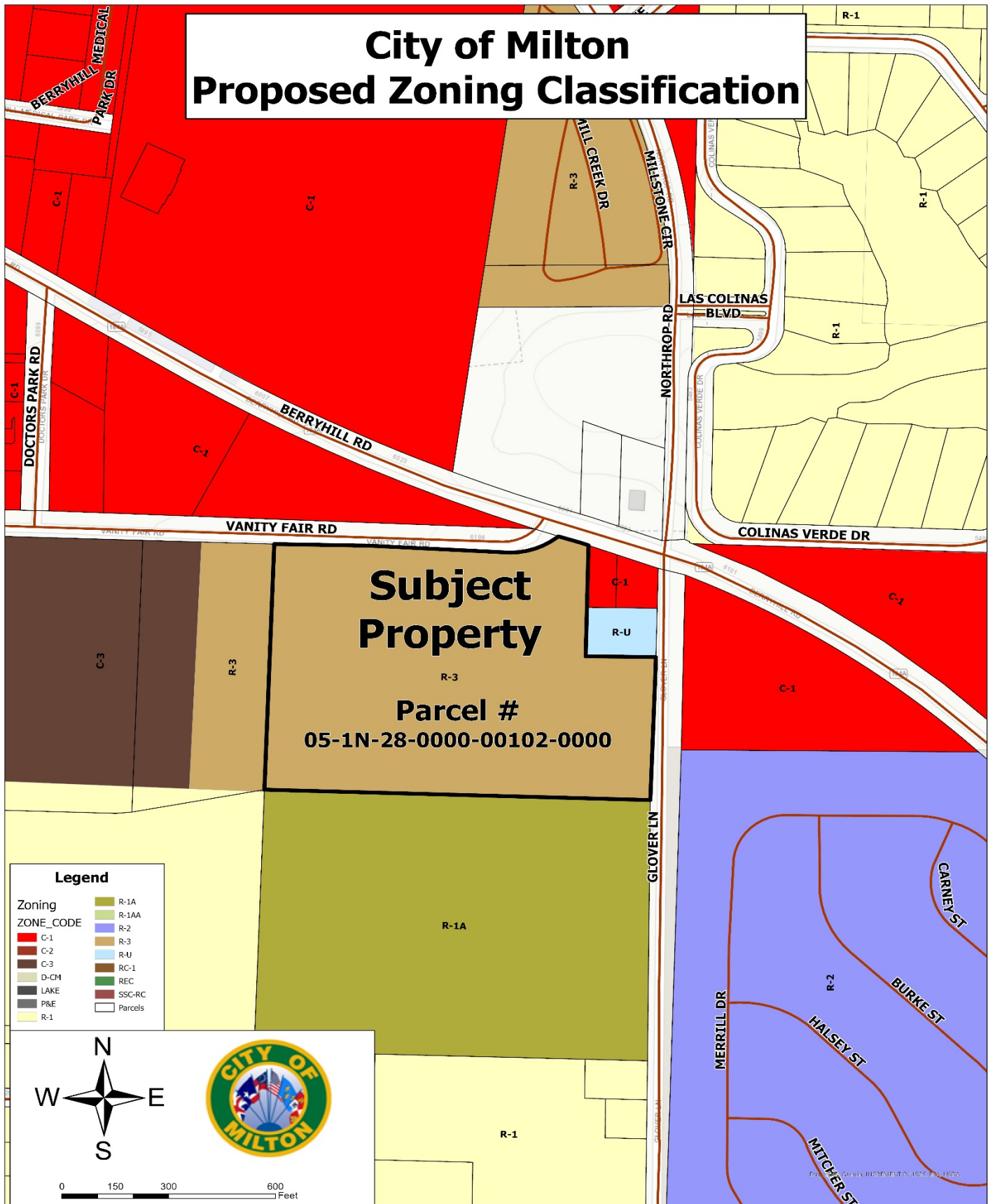
FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

Alex Andrade – City Attorney

ATTACHMENT A



ATTACHMENT B

PARCEL # 05-1N-28-0000-00102-0000

LEGAL DESCRIPTION:

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 OF 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 251.38 FEET TO THE POINT OF BEGINNING, ALSO LESS AND EXCEPT ANY PORTION LYING WITHIN ANY PUBLIC ROADS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

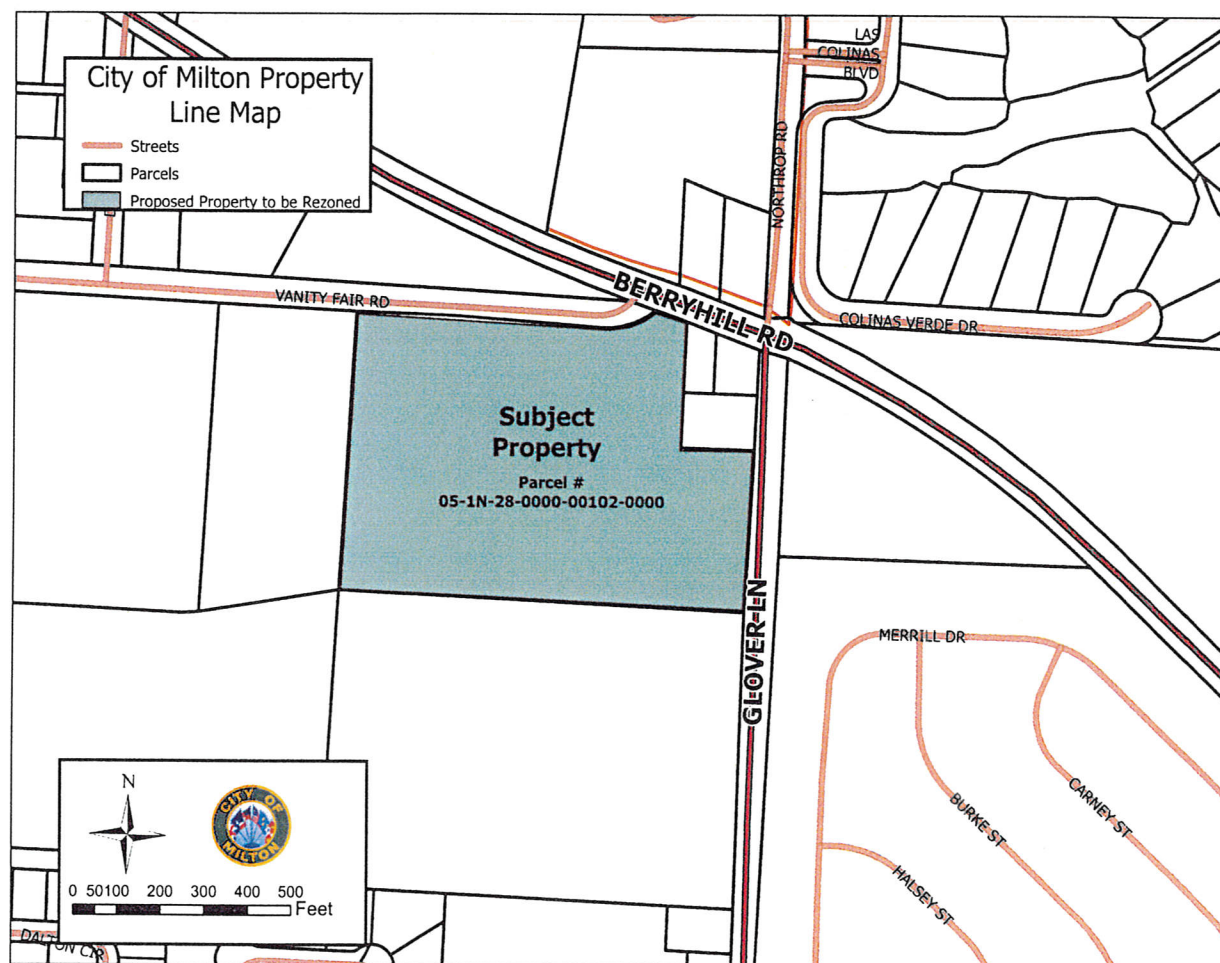
COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 290.00 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 35.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GLOVER LANE (RIGHT OF WAY VARIES) AND THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 355.01 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY GO SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 895.21 FEET; THENCE GO NORTH 00 DEGREES 38 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 609.02 FEET TO THE SOUTHERLY RIGHT OF WAY OF VANITY FAIR ROAD (70' RIGHT OF WAY); THENCE GO NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 731.91 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 254.85 FEET; THENCE GO NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 169.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 11.58 ACRES, MORE OR LESS.

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: B/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.

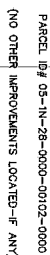
APPLICANT:	<u>Roy V. Andrews</u>	<u>RYA@LAL-Law.com</u>			
	<u>5218 Willing Street</u>	<u>Milton,</u>	<u>FL</u>	<u>32570</u>	<u>850.623.3200</u>
	ADDRESS	CITY	STATE	ZIP	TELEPHONE #
OWNER (IF OTHER THAN APPLICANT):					
	<u>Jim Young, Black & Young, LLC</u>				
	<u>6005 Ilentown Road,</u>	<u>Milton,</u>	<u>FL</u>	<u>32570</u>	
	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

MR. JIM YOUNG

SOUTHERN SURVEYING, INC.
LAND SURVEYORS * LAND PLANNERS

Sheet
1
OF
1
Project Number
10-035

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.

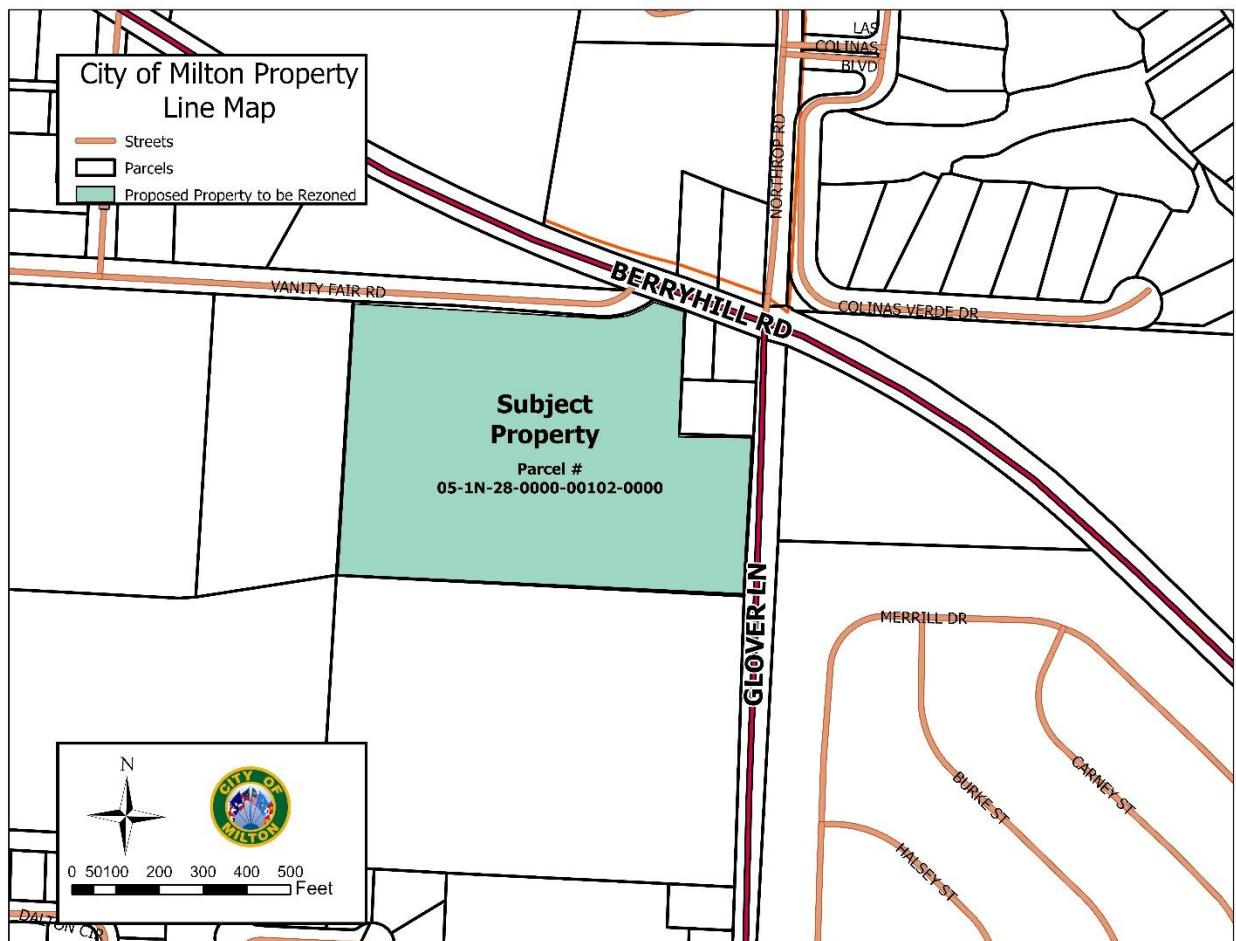
LESS AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION, 290.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 35.00 FEET TO AN IRON ROD IN THE WEST RIGHT OF WAY 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.

Vanity Fair Road Rezoning Request

Data & Analysis

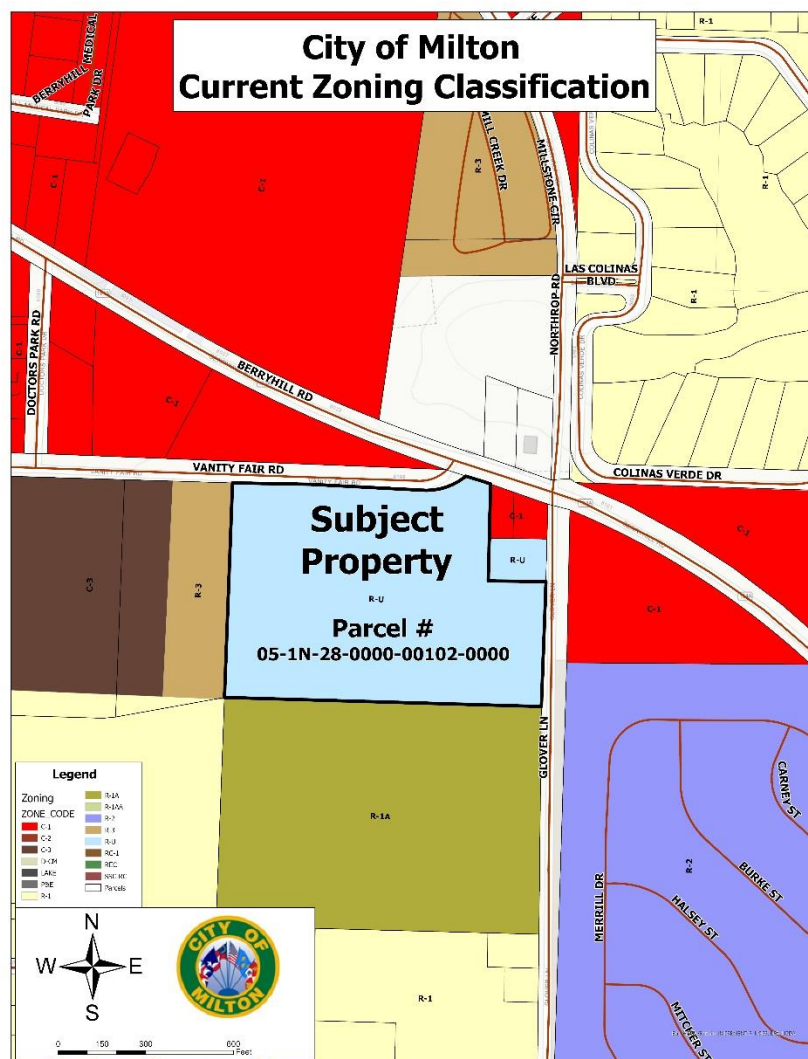
- (a) The city planning board is hereby designated as the local planning agency. The planning board as established under part II, section 2-521 of the City of Milton Code of Ordinances, shall be responsible for review and recommendations regarding the development, updating and amendment of the comprehensive plan and these Land Development Regulations. All plan amendments and revised regulations shall require planning board review and recommendation prior to council approval.

PROPERTY LOCATION:

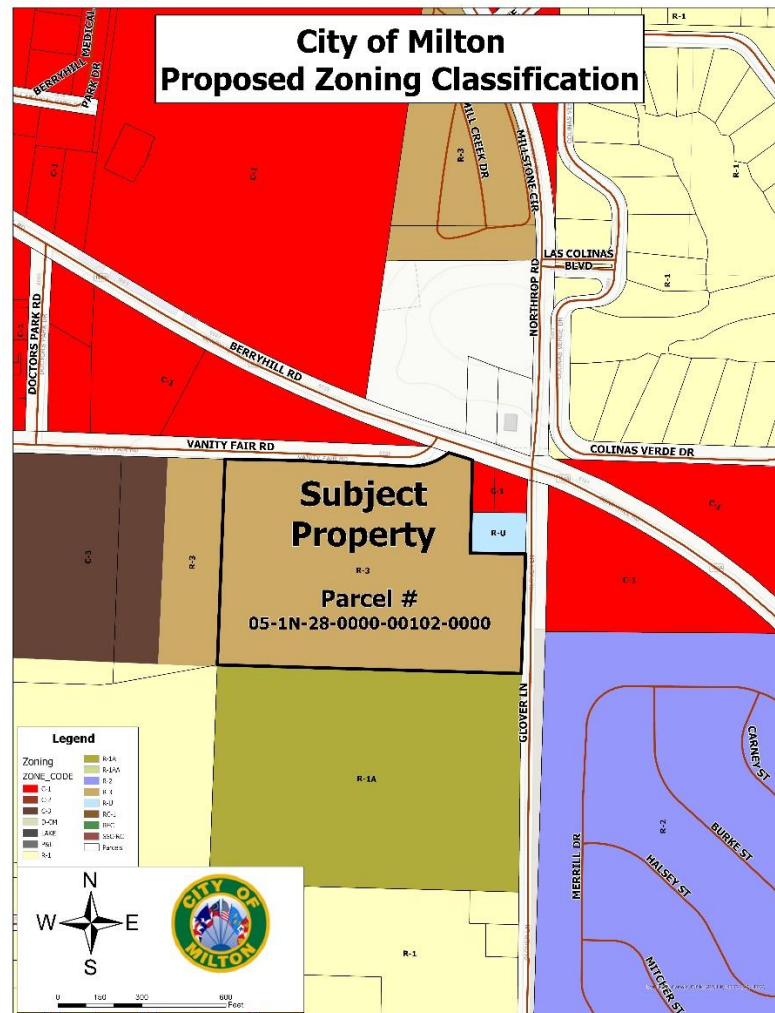


EXPLAIN WHY THE REZONING IS NECESSARY TO PERMIT THE REASONABLE USE OF THE PROPERTY/
 WHAT PROMPTED THE REQUEST: According to the City of Milton's Unified Development Code, properties within the R-U Rural Urban Zoning District are not permitted to be used for multi-family residential purposes. The owner has proposed to construct multi-family townhouses if the rezoning is approved. The maximum density allowed within the R-3 zoning district is 15 units per acre. Within the R-3 Multi Family Residential Zoning District, multi-family developments are permitted, and the R-3 Zoning District allows for greater density of dwelling units, as typically seen in multi-residential developments such as the one proposed. The minimum allowable unit size allowed in the R-3 zoning district is 750 square feet for multi-family dwellings and 900 square feet for townhomes.

CURRENT ZONING:



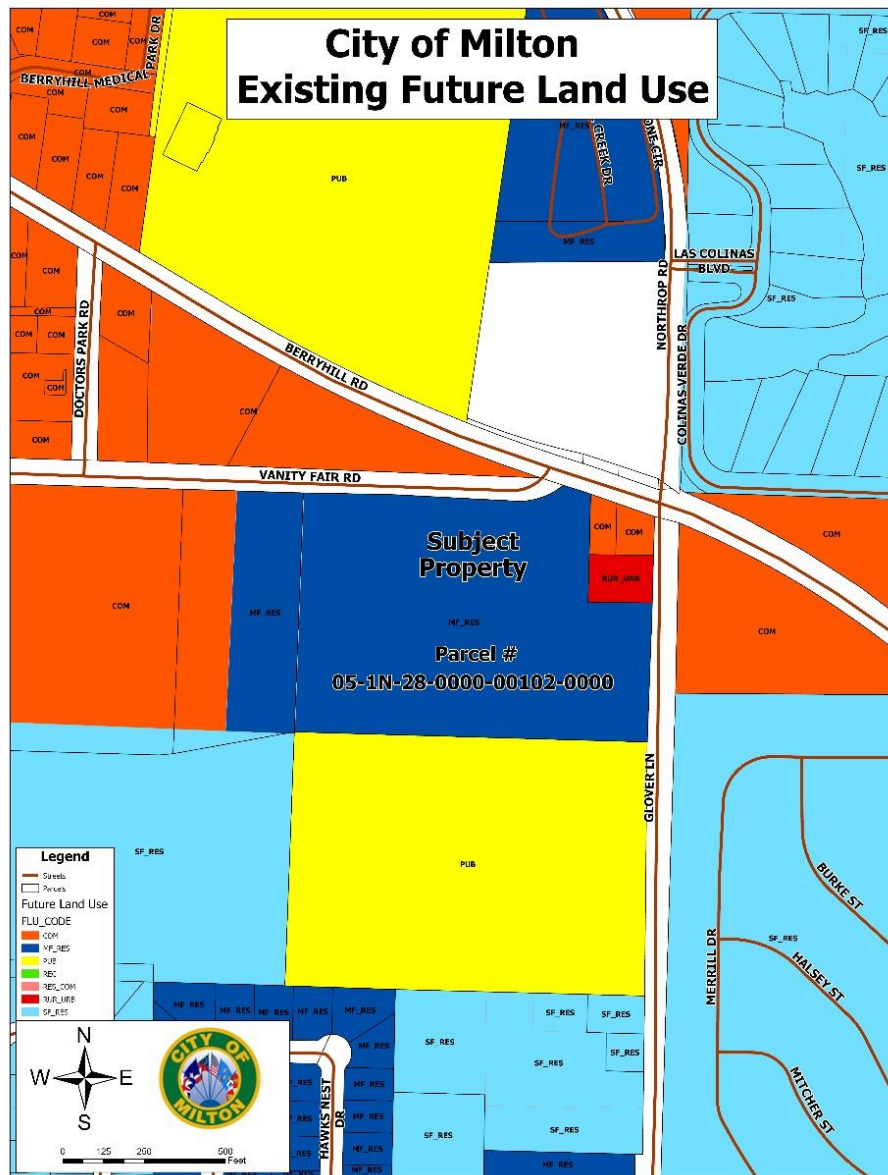
PROPOSED ZONING:



UTILITY SERVICE: The property in question is already serviced by City of Milton utilities, and the City of Milton has adequate capacity to service any increase in utility demand, if applicable.

The applicant has initiated the process to reclassify property from the R-U to the R-3 Zoning District. This change DOES NOT REQUIRE a change in the future land use designation of Multi-Family residential. Additionally, the UDC states that a change in use, which potentially increases intensity, such as is the case here, requires Ordinance standards to be met for items such as Landscaping and Screening from neighboring properties, which in this instance consist of C-1 zoning to the north and east, R-1A (Hobbs Middle School) zoning to the south, and R-3 zoning to the west.

EXISTING FUTURE LAND USE MAP



TRAFFIC: This property is served by Vanity Fair Road and Berryhill Road to the north, and Glover Lane to the east. Presently, according to the Florida Department of Transportation (FDOT), there are approximately 11,000 passenger vehicles driving past this site on Berryhill Road each day. FDOT does not measure traffic counts on Glover Lane, or on local streets such as Vanity Fair Rd.

LIGHTING: Current City regulations require that lighting may not exceed 1 foot candle at any lot line. 1 foot candle is generally considered to be approximately the minimum amount of light necessary for an

individual to safely walk without the hazard of tripping over anything or colliding with something. This standard must be met as a part of the development review process.

SOUND: The applicant will be required to establish required landscaping buffers on all sides to minimize sound effects on the adjacent properties. Existing landscaping on the property can be incorporated and utilized as part of the landscaping buffer.

Current Zoning Sec. 6.4 (A.1) – Rural Urban district (R-U)

The R-U Rural Urban District is a less restrictive district intended to provide for a reasonable and mixed-use of property while keeping with the surrounding area and nearby character and preventing blighted conditions to proliferate. This district is intended for those areas where development patterns are unclear and seeks to provide flexibility for a variety of uses and dimensional standards.

Allowable uses in the R-U zoning district. Allowable uses include, but are not limited to manufactured homes and manufactured home parks, agricultural uses, campground/rv park, cultural facilities, single and two family dwellings, schools, farmers markets, and medical/dental offices.

Proposed Zoning Sec. 6.2 (A.6). – Multi-Family Residential Zoning District (R-3).

The R-3 Multi-Family Residential Zoning District is intended to provide for an environment of various dwelling types permitted at higher development densities, including single-family detached and attached, two-family, townhouse, condominium, and low to mid-rise multi-family dwellings. Neighborhood commercial, live-work units, and light intensity commercial uses and services are encouraged. Furthermore, the District is intended to provide areas where a variety of housing types will exist with and among neighborhood commercial and institutional uses while at the same time creating a dominant architectural character and emphasizing pedestrian oriented activities and ease of access.

Allowable uses in the R-3 zoning district. Allowable uses include, but are not limited to assisted living facilities, boarding houses, day care centers, apartments, townhomes, condominiums, single and two family dwellings, group homes, medical/dental offices, neighborhood markets, nursing/convalescent homes and general office uses.

Please review the following:

Initiate rezoning – if the City Council believes a property is not properly zoned it can initiate rezoning to a more appropriate, comprehensive plan compliant district. While most rezonings are requested by property owners, the city has the right to initiate rezonings in order to meet a specific community or neighborhood goal. The proposed district (R-3) intends to, amongst other things, provide for an environment of various dwelling types permitted at higher development densities, including single-family detached and attached, two-family, townhouse, condominium, and low to mid-rise multi-family dwellings. When a zoning district is changed some uses may no longer be permitted under the new regulations.

Remember that the basis in the law for Land Development Codes and Zoning is a unit of government's Comprehensive Plan and any other adopted plan that identifies land based development activities. This

proposed rezoning would complement the future land use designation of Multi-Family Residential currently in place for this property.

Sec. 1.7. – Amendments, supplements, changes, or revisions to this Unified Development Code

(a) Any person, planning agency, or local governing body may request an amendment, supplement, change or repeal of any regulation, or restriction contained in these regulations. Applications for such change shall be submitted to the planning and development department, which shall transmit the application to the local planning agency for review.

(b) Any revision to a zoning district boundary which does not alter the boundary of a land use district shown on the generalized future land use map, shall be considered a rezoning and shall follow the same procedure for public notice and hearing as required for amendments, supplements, changes or revisions to these Land Development Regulations. Such rezoning shall not require a comprehensive plan amendment. Further, notice of the proposed rezoning shall be posted on the subject property at least 15 days in advance of the scheduled hearing.

(c) Any application for a change of boundary or land use classification as depicted on the future land use map shall constitute a comprehensive plan amendment which must be recommended by the local planning agency and approved by the city council. The local planning agency will review each application and make its recommendation to the city council no later than 90 days after submission of the application. Upon all requests, the local planning agency shall either recommend to the city council that a public hearing be held and the plan amendment approved, or that no public hearing be held and the amendment denied.

(d) Requirements regarding comprehensive plan amendments contained in F.S. ch. 163 shall be met.

(e) Any application for an amendment, supplement, change, modification or repeal of the content of these regulations shall follow the same procedure described in subsections (a) through (d) of this section, as applicable. Notice shall be by publication in the local newspaper and posting in city hall. Nothing in this section shall be construed as to allow changes to the Unified Development Code, which are not consistent with the adopted comprehensive plan.

RECOMMENDATION: After review of the request, staff feels that this proposal is consistent with the City's Comprehensive Plan. This proposed rezoning would bring the property into further compliance with the city's future land use map, and would provide further clarity to the development future of this area where development patterns are currently unclear. Staff also feels that some of the uses allowed by right in the current R-U zoning district would not be best suited for this area of the City. Due to its more-intensive use, the applicant will be required to meet the City's landscaping, and buffer requirements intended to insulate any noise or other sensory intrusions from affecting neighboring properties. FL State Statute 166.041 requires a local government hold two public hearings before adopting an ordinance involving the rezoning of a parcel that is greater than 10 acres in size. If the Council should decide to move forward with the rezoning request, a second public hearing would be scheduled for the regular City Council meeting in November.



Agenda Item # 2023-1895

Purchase of the Webster Property on Richardson St

MEETING DATE

October 10, 2023

PREPARED BY

Christie Haarmann, Public
Works Admin, Diane
Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The purchase of 11.54 acres on Richardson Street owned by Mr & Mrs Webster. The price to purchase is \$350,000.00.

SUMMARY

RECOMMENDATION

Executive Committee unanimously approved purchasing the property on Richardson St.

ATTACHMENTS

1. Richardson St Contract

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

Buyer and Seller acknowledge receipt of a copy of this page, which is 4 of 8 pages.

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 (Signature) and Seller (Signature) 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.

Buyer () and Seller () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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**

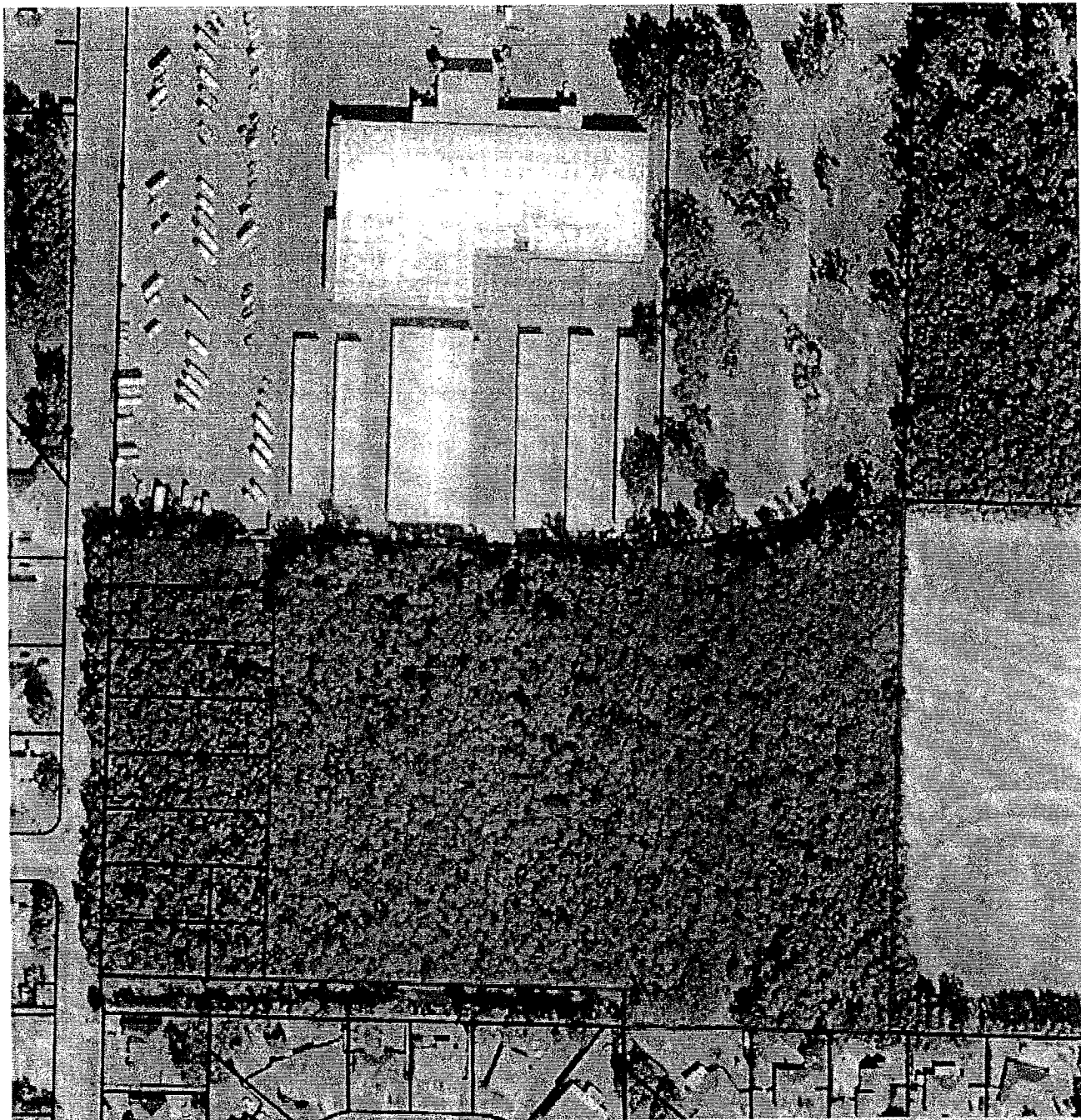
370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", 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:** _____

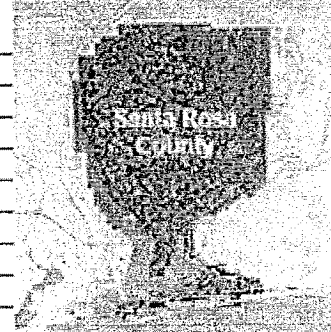
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Buyer (MT) and Seller (DAW) acknowledge receipt of a copy of this page, which is 8 of 8 pages.



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



Agenda Item # 2023-1896

Developers Agreement for The Grove at Berryhill Subdivision

MEETING DATE

October 10, 2023

PREPARED BY

Christie Haarmann, Public
Works Admin, Diane
Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

Developers Agreement for The Grove at Berryhill Subdivision would like to enter into an agreement for their sewer impact fees. Payment for the first 17 homes will be paid within the first year.

SUMMARY

Developers Agreement for The Grove at Berryhill Subdivision would like to enter into an agreement for their sewer impact fees. Payment for the first 17 homes will be paid within the first year.

RECOMMENDATION

Executive Committee unanimously approved the Developers Agreement for the Grove at Berryhill.

ATTACHMENTS

1. The Grove at Berryhill

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



Agenda Item # 2023-1897

Task Order for Spray Field on New Property for WWTP

MEETING DATE

October 10, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

Baskerville Donovan has issued the scope of services in order to spray the field on the new property for the Wastewater Treatment Plant. The cost is not to exceed \$465,600. BDI will invoice the City monthly based on a percent complete.

SUMMARY

RECOMMENDATION

Executive Committee unanimously approved Baskerville Donovan to proceed with the scope of services in order to spray the field on the new property for the Wastewater Treatment Plant. The cost is not to exceed \$465,600. BDI will invoice the City monthly based on a percent complete.

ATTACHMENTS

1. NSRRWRF Sprayfield Design Scope of Services

**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

October 10, 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

Executive Committee unanimously approved the Emergency Repair on Park Avenue for Pipe Bursting Project.

ATTACHMENTS

1. Quotes
2. 3rd Quote



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

October 10, 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

Executive Committee unanimously approved the 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. <u>Bidding Services:</u>	<u>\$ 1,990.00</u>
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

October 10, 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

Executive Committee unanimously approved 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 Eberthauer

Signature: Diane Eberthauer

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
-------------------------------	----------	-----------------

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
-------------------------------	----------	-----------------

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



Agenda Item # 2023-1902

Wastewater Interconnectivity Highway 87 S.

MEETING DATE

October 10, 2023

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

An interlocal agreement between the City and Santa Rosa County in order to have a sewer main for the new Industrial Park in East Milton.

SUMMARY

An interlocal agreement between the City and Santa Rosa County in order to have a sewer main for the new Industrial Park in East Milton.

RECOMMENDATION

Executive Committee unanimously approved the agreement for the Wastewater Interconnectivity Hwy 87 S.

ATTACHMENTS

1. AGREEMENT Wastewater Interconnectivity Hwy 87S (WITH EDITS) (002)

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. This agreement may be amended only by written agreement of the parties.
7. 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

SANTA ROSA COUNTY, FLORIDA

ANTHONY TINDELL
INTERIM CITY MANAGER

By: _____
COLTEN WRIGHT, CHAIRMAN

ATTEST: _____
Donald C. Spencer
Clerk of Court



Agenda Item # 2023-1692

RFP for Engineering Services - CDBG Broad St., Quinn St., and Okaloosa St.

MEETING DATE

October 10, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City solicited proposals for Engineering Services for CDBG Broad Street, Quinn Street, and Okaloosa Street.

SUMMARY

Bid opening was held 6/14/2023. 3 proposals were received.
This item was presented to Council at the July 20, 2023 Agenda Workshop. It was passed unanimously. However, the items were not moved to the July 31, 2023, Executive Committee Meeting or August 8, 2023, Council meeting.

RECOMMENDATION

Executive Committee unanimously approved to award to Kenneth Horne & Associates, Inc.

ATTACHMENTS

1. 2023.12 BID TAB
2. 2023.12 Evaluation Score Sheet



BID TABULATION

06/14/2022 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer
Michele Williams
Curtis Krebs
Joe Cook

Purchasing Officer
Purchasing Assistant
Chief Financial Officer
Public Works Director

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 2023.12 Engineering Services CDBG Broad,Quinn, Okaloosa Streets.

(click on name below for link to proposal)

1	Bowman Consulting Group Ltd.	Proposal
2	Kenneth Horne & Associates, Inc.	Proposal
3	Own, Inc.	Proposal

RFP Evaluation Criteria

2023.12 RFP Engineering Services - CDBG Broad St, Quinn St, Okaloosa St.

The City of Milton seeks a qualified company (s) to achieve the City's needs. The RFP process is intended to allow all interested companys to participate and respond. Proposal packages should include and will be evaluated on the following items and requirements:

Ability to design an approach and work plan to meet the project requirements - 15 Points

Ability to commence services and complete services within time parameters - 25 Points

Ability to observe and advise whether plans and specifications are being complied with - 15 Points

Experience of the firm in other similar Federally Funded Projects - 10 Points

Availability of adequate personnel and technology - 10 Points

Firm's reputation and competence including technical education, training, timelines, cost control and quality of work - 10 Points

Experience in the kind of project to be undertaken - 10 Points

Certified Minority Firm. (Yes = 5 pts/ No = 0 pts.)

	Bowman Consulting Group	Kenneth Home & Associates	Owens, Inc.
Ability to design an approach and work plan to meet the project requirements - 15 Points	15	15	15
Ability to commence services and complete services within time parameters - 25 Points	20	25	20
Ability to observe and advise whether plans and specifications are being complied with - 15 Points	10	15	10
Experience of the firm in other similar Federally Funded Projects - 10 Points	10	10	10
Availability of adequate personnel and technology - 10 Points	10	10	10
Firm's reputation and competence including technical education, training, timelines, cost control and quality of work - 10 Points	10	10	10
Experience in the kind of project to be undertaken - 10 Points	10	10	10
Certified Minority Firm. (Yes = 5 pts/ No = 0 pts.)	0	0	0
TOTAL - 100 points	85	95	85

Diane Eberthauer	Diane Eberthauer	6-22-23
Molly Turner	Molly Turner	6-22-23
Sandra C. Woodbury	Sandra C. Woodbury	6/22/23
Randy Jorgenson	Randy Jorgenson	6/22/23
Joseph E. Cook	Joseph E. Cook	22 June 23
Evaluator's Name	Signature	DATE



Agenda Item # 2023-1693

Reject 2023.14 Water & Wastewater Treatment Plant Conversion to Liquid Chlorine

MEETING DATE

October 10, 2023

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City solicited bids for Water & Wastewater Treatment Plant conversion to Liquid Chlorine.

SUMMARY

Bid opening was held 07/12/2023. 1 bid was received.

This item was presented to Council at the July 20, 2023 Agenda Workshop. It was passed unanimously. However, the items were not moved to the July 31, 2023, Executive Committee Meeting or August 8, 2023, Council meeting.

RECOMMENDATION

Executive Committee unanimously approved to reject the bid from Odyssey Manufacturing Co. for \$481,000 (amount exceeded budgeted amount by more than double)..

ATTACHMENTS

1. 2023.14 BID TAB with bid submittal link



BID TABULATION

07/12/2023 2:00 p.m.

Present for the City of Milton:

Michele Williams
Curtis Krebs
Joe Cook

Purchasing Assistant
Chief Financial Officer
Public Works Director

Others in attendance:

None.

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

ITB 2023.14 Water & Wastewater Treatment Plant Conversion to Liquid Chlorine

(click on name for bid submittal)

1	Odyssey Manufacturing Co.	\$481,000.00
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Agenda Item # 2023-1932

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

MEETING DATE

October 10, 2023

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This item is Santa Rosa County's Annual Veteran's Day Parade. This year, the event is scheduled to take place on 11/11/2023 between 8:00 AM and 12:00 PM.

As in previous years, this event is a Stewart St. parade. As such, the event organizer is requesting a Parade Package from the City. The cost of a parade package is \$1000.00. The event organizer has also submitted an Outside Agency Funding Application for this event. This application requests that the City cover half the cost of the parade package.

The Parade route is set to run: East on Raymond Hobbs St. to Stewart St., south on Stewart St. to Berryhill Rd., east on Berryhill to Willing St., south on Willing St. until Pine St.

SUMMARY

RECOMMENDATION

The Committee recommends approval of this event.

ATTACHMENTS

1. OAFA - Veteran's Day Parade 2023
2. SEPA - Veteran's Day Parade 2023



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.



Agenda Item # 2023-1933

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

MEETING DATE

October 10, 2023

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

The Blackwater Pyrates are looking to participate in this year's Light Up Milton event by conducting their annual Christmas Lighted Boat Parade.

This permit has been submitted for the sole purpose of ensuring that docking is restricted along the Riverwalk for the duration of the Light Up Milton event. This is to ensure that viewers can see the parade from the Riverwalk and to prevent boats from mooring too close to the barge that will be launching fireworks.

SUMMARY

RECOMMENDATION

The Committee recommends approval of this event.

ATTACHMENTS

1. SEPA - Christmas Lighted Boat Parade 2023



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

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 |

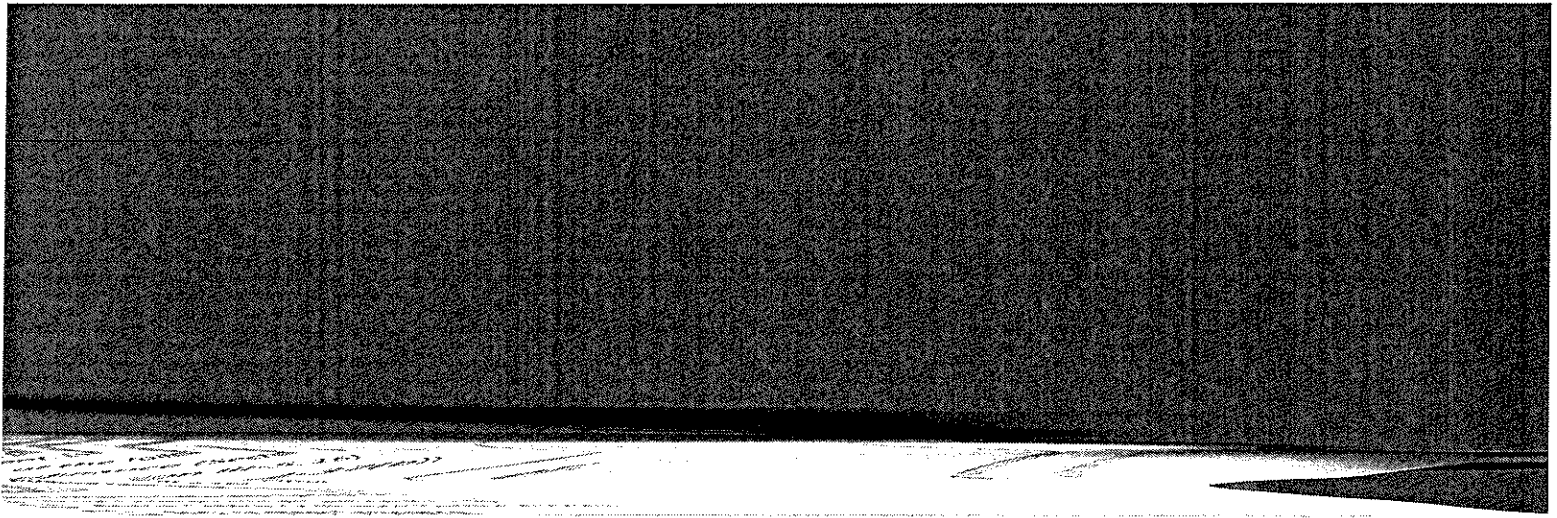
Packages: These are requested items that come as a package.

- | | |
|---|---------------------|
| ☐ 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

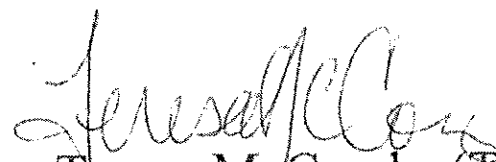
In reference to page 3, section 1 (Locations(s)/Facilities used at event), the Blackwater Pyrates would like to clarify the purpose of our request.

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



Agenda Item # 2023-1934

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

MEETING DATE

October 10, 2023

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This item is for Milton's Annual Christmas Parade. This will be the Emerald Coast Krewe of Airship Pirates' second year running the event.

The Milton Christmas Parade is scheduled to take place on December 2, 2023 between 6:00 PM and 9:00 PM as a Stewart St. Parade that traditionally runs from James St. to Willing St. via Stewart St. and Berryhill Rd.

The event organizer has requested the use of the following items from the City:

- City Stage - Located at The Spot Tavern on Stewart St.
- City Portable Restroom - Located at the Community Center near the Skate Park
- Parade Package
- Variable Message Signs (2) - (Redundant with Parade Package)
- Road Closure Barricades - (Redundant with Parade Package)

The fees for this event would total \$1700.00. The event organizer has also submitted an Outside Agency Funding Application. They are hoping that the City will provide the aforementioned items/services in-kind to help put on the parade.

SUMMARY

RECOMMENDATION

The Committee recommends approval of this item.

ATTACHMENTS

1. SEPA - Milton Christmas Parade 2023
2. OAFA - Milton Christmas Parade 2023



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
(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.

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.



Agenda Item # 2023-1935

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

MEETING DATE

October 10, 2023

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

Apex Shows and Events of Pensacola is looking to host a Spring Food Truck Festival in our downtown area. The festival is expected to take place on March 9, 2024 between 11 AM and 6 PM.

While planning for this event is in its preliminary stages, it looks to be identical to the food truck festival that Apex has already received a permit for on October 21st this year. The event organizer has requested that the City's Open Container Ordinance be lifted for the duration of this event.

Apex is requesting use of the following City items for the festival:

- Jernigan's Landing (Riverside and Festival Area)
- Portable Restroom
- Road Closure Barricades
- Garbage Cans (10)
- Dumpster (1)

Rental of these items and properties is expected to generate \$750.00 for the City.

SUMMARY

RECOMMENDATION

The Committee recommends approval of this event.

ATTACHMENTS

1. SEPA - Milton's Blackwater Food Truck Festival Spring 2023



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): _____

LIABILITY 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: _____



Council Meeting Dates for 2024

MEETING DATE	PREPARED BY
October 10, 2023	Clerk's Office Molly Turnes, Admin Assistant/Permit Clerk/Assistant City Clerk

Milton City Council Meeting Dates 2024

JANUARY

Executive Committee – Tuesday, January 2, 2024
CRA and Council Meeting – Tuesday, January 9, 2024
Agenda Workshop – Thursday, January 18, 2024

FEBRUARY

Executive Committee – Monday, February 5, 2024
CRA and Council Meeting – Tuesday, February 13, 2024
Agenda Workshop – Thursday, February 22, 2024

MARCH

Executive Committee – Monday, March 4, 2024
CRA and Council Meeting – Tuesday, March 12, 2024
Agenda Workshop – Thursday, March 21, 2024

APRIL

Executive Committee – Monday, April 1, 2024
CRA and Council Meeting – Tuesday, April 9, 2024
Agenda Workshop – Thursday, April 18, 2024

MAY

Executive Committee – Monday, May 6, 2024
CRA and Council Meeting – Tuesday, May 14, 2024
Agenda Workshop – Thursday, May 23, 2024

JUNE

Executive Committee – Monday, June 3, 2024
CRA and Council Meeting – Tuesday, June 11, 2024
Agenda Workshop – Thursday, June 20, 2024

JULY

Executive Committee – Monday, July 1, 2024
CRA and Council Meeting – Tuesday, July 9, 2024
Agenda Workshop – Thursday, July 18, 2024

AUGUST

Executive Committee – Monday, August 5, 2024
CRA and Council Meeting – Tuesday, August 13, 2024
Agenda Workshop – Thursday, August 22, 2024

SEPTEMBER

Executive Committee – Tuesday, September 3, 2024
CRA and Council Meeting – Tuesday, September 10, 2024
Agenda Workshop – Thursday, September 19, 2024

OCTOBER

Executive Committee – Monday, September 30, 2024
CRA and Council Meeting – Tuesday, October 8, 2024
Agenda Workshop – Thursday, October 17, 2024

NOVEMBER

Executive Committee – Monday, November 4, 2024
CRA and Council Meeting – Tuesday, November 12, 2024
Agenda Workshop – Thursday, November 21, 2024

DECEMBER

Executive Committee – Monday, December 2, 2021
CRA and Council Meeting -Tuesday, December 10, 2024



Agenda Item # 2023-1941

City Clerk Job Description

MEETING DATE

October 10, 2023

PREPARED BY

Dana Barger, Human
Resource, Molly Turnes, Admin
Assistant/Permit Clerk/Assistant
City Clerk

BACKGROUND

Review of the City Clerk job description

The Council voted unanimously to move this item forward at their Executive Committee Meeting with the changes agreed.

SUMMARY

Review of the City Clerk job description

RECOMMENDATION

ATTACHMENTS

1. City Clerk Job Description Amended 10-2-2023

JOB DESCRIPTION: CITY CLERK

General Description: The City Clerk is appointed by the city council. The person who fills this position is detail oriented and should possess strong verbal and written communication skills, organizational, managerial, analytical, and interpersonal skills, and must be proficient in Microsoft Office applications; is held to a high standard of integrity; prepares agendas, posts notices and attends and records proceedings of official meetings of City Council; holds high-level responsibility for maintenance and custody of the official records of the City; serves as the City 's Records Management Officer; answers inquiries by the public; prepares and presents reports at requested intervals; acts as an election official; and, executes other duties or related work as assigned or required.

Duties & Responsibilities: The City Clerk performs the following duties as well as any additional duties: Staff and maintain an office open to the public during business hours established by the Council. Post all agendas for the City Council, City commissions and City boards. Prepare and distribute meeting information packets for the City Council and City commissions and boards.

- Attending each meeting of the city council and City commissions and boards as assigned.
- Prepare official minutes for City Council.
- Keep, in a record provided for that purpose, accurate minutes of the city council's proceedings.
- Administer Oath of Office to City officials.
- Provide staff support for City council and City boards as assigned.
- Prepare Ordinances, Resolutions, and Proclamations.
- Engross and enroll all laws, resolutions, and ordinances of the city council.
- Keep the corporate seal and attest to all ordinances, resolutions, and official documents of the city.
- Take charge of, arrange, and maintain the records of the city council; and official City records as provided by ordinance or State Law.
- Signs and/or countersigns checks, licenses, and permits issued by the city.
- Keeps and maintains a record of all checks, licenses, and permits issued by the city.
- Coordinate, plan, and administer the city 's municipal elections.
- Prepare, maintain, and publish all notices required by law under, regulation or ordinance of the City.
- Maintain and update notices and documents on the city website appropriate to the office.
- Carefully keep all contracts and agreements made by the City council.
- Serve as the Records Management Officer of the City and maintain all records in accordance with records retention requirements as adopted by the City and ensure the City 's compliance with state records retention requirements.
- Receive and process all requests for public information (open records requests) in accordance with the Florida Sunshine Law and Freedom of Information Act to include gathering of requested information.
- Compose, type and print letters, memorandums, and correspondence.
- Complete inter-governmental and inter-agency reports.
- Attend training as required by law, order of the city council, or as directed by Council.

- Perform all other duties required by law, or by ordinance or resolution of the city council.

Knowledge Required: The City Clerk performs a wide range of duties that requires a wide range of knowledge including, but not limited to:

- Laws and ordinances relating to the powers and duties of the city.
- Laws and ordinances relating to the powers and duties of the clerk.
- Federal, state, and local laws, rules, regulations, ordinances, and codes governing municipal government record keeping, public meetings, municipal elections, government finance, and municipal administrative management practices and procedures.

Ability to: Understand, interpret, and apply City ordinances and policies applicable to a wide variety of situations.

- Effectively respond to stressful or high-pressure environments, meet deadlines, and perform multiple tasks.
- Plan, schedule, and work independently in the absence of specific instructions.
- Establish, accept, delegate, and control policies and procedures of the City.
- Read, write, and communicate courteously and effectively, in person or by telephone, with elected and appointed officials, staff and the public.
- Effectively assist the public with complaints and concerns.
- Use tact and diplomacy.
- Identify ways to incorporate new practices into the existing framework.
- Handle confidential information in a responsible manner.
- Work a flexible schedule.
- Perform with frequent interruptions and deal with a wide variety of people.
- Manage and coordinate the operations of the office and ensure all official City activities follow federal, state, and City policies, ordinances, and practices.
- Use computers to perform general clerical, and data entry.
- Remain stationary 75% of the day.
- Lift, carry and put away such items as records and office supplies of moderate weight of up to 40 pounds.
- Constantly position self to maintain computer, office equipment, and records.

Requirements: associate or bachelor's degree required.

Municipal administration experience with a minimum of eight (8) years of relevant experience is preferred, or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job as listed.

Notary Public required (within six months of employment).

Effective: 10/02/2023



Agenda Item # 2023-1937

Ordinance #1990-23 RMD Pension, 1st Reading

MEETING DATE

October 10, 2023

PREPARED BY

Molly Turnes, Admin
Assistant/Permit Clerk/Assistant
City Clerk

BACKGROUND

An Ordinance for the City of Milton 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.

SUMMARY

RECOMMENDATION

Recommend approval

ATTACHMENTS

1. RMD Ordinance 1990-23 w Andrade edits and SS edits

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.



Agenda Item # 2023-1859

Ordinance # 1991-23 Wage Rates 2nd Reading

MEETING DATE

October 10, 2023

PREPARED BY

Heidi Sroka, Budget
Coordinator

BACKGROUND

Ordinance # 1991-23 An ordinance amending the code of ordinances of the City of Milton; Amending the classified salary pay table for the City of Milton; Adopting a new pay range schedule; Providing for the annual salary of the City Clerk and the City Manager; and providing for an effective date.

(Second reading)

SUMMARY

Corrections have been made to this Ordinance.

RECOMMENDATION

Recommend approval

ATTACHMENTS

1. Ordinance 1991-23 Wage Rates
2. General Rates FY24 Rev
3. Police Rates FY24 Rev
4. Fire Rates FY24 Rev
5. Contract Rates FY24 Rev

ORDINANCE NO. # 1991-23

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MILTON; AMENDING THE CLASSIFIED SALARY PAY TABLE OF THE CITY OF MILTON; ADOPTING A NEW PAY RANGE SCHEDULE; PROVIDING FOR THE ANNUAL SALARY OF THE CITY CLERK AND CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the City Council of the City of Milton, Florida:

Section 1: The attached Salary Pay Table and Position Pay Range Schedule are hereby adopted. Prior tables and schedules are hereby cancelled. The tables and schedules shall remain on file in the City Clerk's office as required by Section 38-1 of the Milton Code of Ordinances.

Section 2: Section 38-1 of the Milton Code of Ordinances is hereby modified to read as follows:

City Manager - Salary as determined by Council

City Clerk - Salary as determined by Council in consultation with City Manager

Section 3: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Should any portion of this ordinance be declared invalid or unconstitutional, the remaining portions shall remain unaffected.

Section 5: This ordinance shall be effective for pay purposes on the first full payroll in October 2023.

MILTON CITY COUNCIL

By: _____
Heather Lindsay, Mayor

ATTEST:

Heidi Sroka, Interim City Clerk

Date of First Reading: _____

Date of Publication: _____

Date of Second Reading: _____

Date of Passage: _____

Legal in form and valid when signed by the City Attorney,

Alex Andrade, City Attorney

GENERAL EMPLOYEE PAY TABLE - FY24 -TOTAL EFFECTIVE October 1, 2023-2024 (2.3% eff. 10/03/23)

COLA 2.30%

General 09		5.9%	4.6%	5.6%	4.8%	4.3%	4.3%	3.4%	3.5%	3.4%	2.8%	3.6%	3.4%	4.0%	3.8%
	<u>G09/01</u>	<u>G09/02</u>	<u>G09/03</u>	<u>G09/04</u>	<u>G09/05</u>	<u>G09/06</u>	<u>G09/07</u>	<u>G09/08</u>	<u>G09/09</u>	<u>G09/10</u>	<u>G09/11</u>	<u>G09/12</u>	<u>G09/13</u>	<u>G09/14</u>	<u>G09/15</u>
	hrly	9.62	10.19	10.66	11.26	11.80	12.31	12.84	13.74	14.21	14.61	15.13	15.65	16.27	16.89
	bi-wkly	769.60	815.20	852.80	900.80	944.00	984.80	1,027.20	1,062.40	1,099.20	1,136.80	1,168.80	1,210.40	1,252.00	1,301.60
General 10	annual	20,009.60	21,195.20	22,172.80	23,420.80	24,544.00	25,604.80	26,707.20	27,622.40	28,579.20	29,556.80	30,388.80	31,470.40	32,552.00	33,841.60
		4.6%	5.6%	4.8%	4.3%	4.3%	3.4%	3.5%	3.4%	2.8%	3.6%	3.4%	4.0%	3.8%	3.2%
	<u>G10/01</u>	<u>G10/02</u>	<u>G10/03</u>	<u>G10/04</u>	<u>G10/05</u>	<u>G10/06</u>	<u>G10/07</u>	<u>G10/08</u>	<u>G10/09</u>	<u>G10/10</u>	<u>G10/11</u>	<u>G10/12</u>	<u>G10/13</u>	<u>G10/14</u>	<u>G10/15</u>
	hrly	10.19	10.66	11.26	11.80	12.31	12.84	13.74	14.21	14.61	15.13	15.65	16.27	16.89	17.43
General 11	bi-wkly	815.20	852.80	900.80	944.00	984.80	1027.20	1062.40	1099.20	1136.80	1168.80	1210.40	1252.00	1301.60	1351.20
	annual	21195.20	22172.80	23420.80	24544.00	25604.80	26707.20	27622.40	28579.20	29556.80	30388.80	31470.40	32552.00	33841.60	35131.20
		4.8%	4.3%	4.3%	3.4%	3.5%	3.4%	2.8%	3.6%	3.4%	4.0%	3.8%	3.2%	4.1%	3.9%
	<u>G11/01</u>	<u>G11/02</u>	<u>G11/03</u>	<u>G11/04</u>	<u>G11/05</u>	<u>G11/06</u>	<u>G11/07</u>	<u>G11/08</u>	<u>G11/09</u>	<u>G11/10</u>	<u>G11/11</u>	<u>G11/12</u>	<u>G11/13</u>	<u>G11/14</u>	<u>G11/15</u>
General 12	hrly	11.26	11.80	12.31	12.84	13.74	14.21	14.61	15.13	15.65	16.27	16.89	17.43	18.14	18.84
	bi-wkly	900.80	944.00	984.80	1027.20	1062.40	1099.20	1136.80	1168.80	1210.40	1252.00	1301.60	1351.20	1394.40	1451.20
	annual	23420.80	24544.00	25604.80	26707.20	27622.40	28579.20	29556.80	30388.80	31470.40	32552.00	33841.60	35131.20	36254.40	37731.20
		4.3%	4.3%	3.4%	3.5%	3.4%	2.8%	3.6%	3.4%	4.0%	3.8%	3.2%	4.1%	3.9%	3.7%
General 13	<u>G12/01</u>	<u>G12/02</u>	<u>G12/03</u>	<u>G12/04</u>	<u>G12/05</u>	<u>G12/06</u>	<u>G12/07</u>	<u>G12/08</u>	<u>G12/09</u>	<u>G12/10</u>	<u>G12/11</u>	<u>G12/12</u>	<u>G12/13</u>	<u>G12/14</u>	<u>G12/15</u>
	hrly	11.80	12.31	12.84	13.74	14.21	14.61	15.13	15.65	16.27	16.89	17.43	18.14	18.84	19.54
	bi-wkly	944.00	984.80	1027.20	1062.40	1099.20	1136.80	1168.80	1210.40	1252.00	1301.60	1351.20	1394.40	1451.20	1507.20
	annual	24544.00	25604.80	26707.20	27622.40	28579.20	29556.80	30388.80	31470.40	32552.00	33841.60	35131.20	36254.40	37731.20	39187.20
General 14		3.4%	3.5%	3.4%	2.8%	3.6%	3.4%	4.0%	3.8%	3.2%	4.1%	3.9%	3.7%	3.6%	4.0%
	<u>G13/01</u>	<u>G13/02</u>	<u>G13/03</u>	<u>G13/04</u>	<u>G13/05</u>	<u>G13/06</u>	<u>G13/07</u>	<u>G13/08</u>	<u>G13/09</u>	<u>G13/10</u>	<u>G13/11</u>	<u>G13/12</u>	<u>G13/13</u>	<u>G13/14</u>	<u>G13/15</u>
	hrly	12.84	13.28	13.74	14.21	14.61	15.13	15.65	16.27	16.89	17.43	18.14	18.84	19.54	20.25
	bi-wkly	1027.20	1062.40	1099.20	1136.80	1168.80	1210.40	1252.00	1301.60	1351.20	1394.40	1451.20	1507.20	1563.20	1620.00
General 15	annual	26707.20	27622.40	28579.20	29556.80	30388.80	31470.40	32552.00	33841.60	35131.20	36254.40	37731.20	39187.20	40643.20	42120.00
		3.5%	3.4%	2.8%	3.6%	3.4%	4.0%	3.8%	3.2%	4.1%	3.9%	3.7%	3.6%	4.0%	3.7%
	<u>G14/01</u>	<u>G14/02</u>	<u>G14/03</u>	<u>G14/04</u>	<u>G14/05</u>	<u>G14/06</u>	<u>G14/07</u>	<u>G14/08</u>	<u>G14/09</u>	<u>G14/10</u>	<u>G14/11</u>	<u>G14/12</u>	<u>G14/13</u>	<u>G14/14</u>	<u>G14/15</u>
	hrly	13.28	13.74	14.21	14.61	15.13	15.65	16.27	16.89	17.43	18.14	18.84	19.54	20.25	21.07
General 16	bi-wkly	1062.40	1099.20	1136.80	1168.80	1210.40	1252.00	1301.60	1351.20	1394.40	1451.20	1507.20	1563.20	1620.00	1685.60
	annual	27,622.40	28,579.20	29,556.80	30,388.80	31,470.40	32,552.00	33,841.60	35,131.20	36,254.40	37,731.20	39,187.20	40,643.20	42,120.00	43,825.60
		2.8%	3.6%	3.4%	4.0%	3.8%	3.2%	4.1%	3.9%	3.7%	3.6%	4.0%	3.7%	3.8%	4.4%
	<u>G15/01</u>	<u>G15/02</u>	<u>G15/03</u>	<u>G15/04</u>	<u>G15/05</u>	<u>G15/06</u>	<u>G15/07</u>	<u>G15/08</u>	<u>G15/09</u>	<u>G15/10</u>	<u>G15/11</u>	<u>G15/12</u>	<u>G15/13</u>	<u>G15/14</u>	<u>G15/15</u>
General 17	hrly	14.21	14.61	15.13	15.65	16.27	16.89	17.43	18.14	18.84	19.54	20.25	21.07	21.85	22.69
	bi-wkly	1136.80	1168.80	1210.40	1252.00	1301.60	1351.20	1394.40	1451.20	1507.20	1563.20	1620.00	1685.60	1748.00	1815.20
	annual	29556.80	30388.80	31470.40	32552.00	33841.60	35131.20	36254.40	37731.20	39187.20	40643.20	42120.00	43825.60	45448.00	47195.20

		3.6%	3.4%	4.0%	3.8%	3.2%	4.1%	3.9%	3.7%	3.6%	4.0%	3.7%	3.8%	4.4%	4.1%	
		<u>G16/01</u>	<u>G16/02</u>	<u>G16/03</u>	<u>G16/04</u>	<u>G16/05</u>	<u>G16/06</u>	<u>G16/07</u>	<u>G16/08</u>	<u>G16/09</u>	<u>G16/10</u>	<u>G16/11</u>	<u>G16/12</u>	<u>G16/13</u>	<u>G16/14</u>	<u>G16/15</u>
General 16	hrly	14.61	15.13	15.65	16.27	16.89	17.43	18.14	18.84	19.54	20.25	21.07	21.85	22.69	23.68	24.66
	bi-wkly	1168.80	1210.40	1252.00	1301.60	1351.20	1394.40	1451.20	1507.20	1563.20	1620.00	1685.60	1748.00	1815.20	1894.40	1972.80
	annual	30388.80	31470.40	32552.00	33841.60	35131.20	36254.40	37731.20	39187.20	40643.20	42120.00	43825.60	45448.00	47195.20	49254.40	51292.80
		4.0%	3.8%	3.2%	4.1%	3.9%	3.7%	3.6%	4.0%	3.7%	3.8%	4.4%	4.1%	4.0%	4.1%	
		<u>G17/01</u>	<u>G17/02</u>	<u>G17/03</u>	<u>G17/04</u>	<u>G17/05</u>	<u>G17/06</u>	<u>G17/07</u>	<u>G17/08</u>	<u>G17/09</u>	<u>G17/10</u>	<u>G17/11</u>	<u>G17/12</u>	<u>G17/13</u>	<u>G17/14</u>	<u>G17/15</u>
General 17	hrly	15.65	16.27	16.89	17.43	18.14	18.84	19.54	20.25	21.07	21.85	22.69	23.68	24.66	25.65	26.69
	bi-wkly	1252.00	1301.60	1351.20	1394.40	1451.20	1507.20	1563.20	1620.00	1685.60	1748.00	1815.20	1894.40	1972.80	2052.00	2135.20
	annual	32552.00	33841.60	35131.20	36254.40	37731.20	39187.20	40643.20	42120.00	43825.60	45448.00	47195.20	49254.40	51292.80	53352.00	55515.20
		3.8%	3.2%	4.1%	3.9%	3.7%	3.6%	4.0%	3.7%	3.8%	4.4%	4.1%	4.0%	4.1%	4.0%	
		<u>G18/01</u>	<u>G18/02</u>	<u>G18/03</u>	<u>G18/04</u>	<u>G18/05</u>	<u>G18/06</u>	<u>G18/07</u>	<u>G18/08</u>	<u>G18/09</u>	<u>G18/10</u>	<u>G18/11</u>	<u>G18/12</u>	<u>G18/13</u>	<u>G18/14</u>	<u>G18/15</u>
General 18	hrly	16.27	16.89	17.43	18.14	18.84	19.54	20.25	21.07	21.85	22.69	23.68	24.66	25.65	26.69	27.77
	bi-wkly	1301.60	1351.20	1394.40	1451.20	1507.20	1563.20	1620.00	1685.60	1748.00	1815.20	1894.40	1972.80	2052.00	2135.20	2221.60
	annual	33841.60	35131.20	36254.40	37731.20	39187.20	40643.20	42120.00	43825.60	45448.00	47195.20	49254.40	51292.80	53352.00	55515.20	57761.60
		4.1%	3.9%	3.7%	3.6%	4.0%	3.7%	3.8%	4.4%	4.1%	4.0%	4.1%	4.0%	4.5%	3.9%	
		<u>G19/01</u>	<u>G19/02</u>	<u>G19/03</u>	<u>G19/04</u>	<u>G19/05</u>	<u>G19/06</u>	<u>G19/07</u>	<u>G19/08</u>	<u>G19/09</u>	<u>G19/10</u>	<u>G19/11</u>	<u>G19/12</u>	<u>G19/13</u>	<u>G19/14</u>	<u>G19/15</u>
General 19	hrly	17.43	18.14	18.84	19.54	20.25	21.07	21.85	22.69	23.68	24.66	25.65	26.69	27.77	29.01	30.14
	bi-wkly	1394.40	1451.20	1507.20	1563.20	1620.00	1685.60	1748.00	1815.20	1894.40	1972.80	2052.00	2135.20	2221.60	2320.80	2411.20
	annual	36254.40	37731.20	39187.20	40643.20	42120.00	43825.60	45448.00	47195.20	49254.40	51292.80	53352.00	55515.20	57761.60	60340.80	62691.20
		3.9%	3.7%	3.6%	4.0%	3.7%	3.8%	4.4%	4.1%	4.0%	4.1%	4.0%	4.5%	3.9%	4.3%	
		<u>G20/01</u>	<u>G20/02</u>	<u>G20/03</u>	<u>G20/04</u>	<u>G20/05</u>	<u>G20/06</u>	<u>G20/07</u>	<u>G20/08</u>	<u>G20/09</u>	<u>G20/10</u>	<u>G20/11</u>	<u>G20/12</u>	<u>G20/13</u>	<u>G20/14</u>	<u>G20/15</u>
General 20	hrly	18.14	18.84	19.54	20.25	21.07	21.85	22.69	23.68	24.66	25.65	26.69	27.77	29.01	30.14	31.45
	bi-wkly	1451.20	1507.20	1563.20	1620.00	1685.60	1748.00	1815.20	1894.40	1972.80	2052.00	2135.20	2221.60	2320.80	2411.20	2516.00
	annual	37731.20	39187.20	40643.20	42120.00	43825.60	45448.00	47195.20	49254.40	51292.80	53352.00	55515.20	57761.60	60340.80	62691.20	65416.00
		3.6%	4.0%	3.7%	3.8%	4.4%	4.1%	4.0%	4.1%	4.0%	4.5%	3.9%	4.3%	4.5%	5.3%	
		<u>G21/01</u>	<u>G21/02</u>	<u>G21/03</u>	<u>G21/04</u>	<u>G21/05</u>	<u>G21/06</u>	<u>G21/07</u>	<u>G21/08</u>	<u>G21/09</u>	<u>G21/10</u>	<u>G21/11</u>	<u>G21/12</u>	<u>G21/13</u>	<u>G21/14</u>	<u>G21/15</u>
General 21	hrly	19.54	20.25	21.07	21.85	22.69	23.68	24.66	25.65	26.69	27.77	29.01	30.14	31.45	32.85	34.59
	bi-wkly	1563.20	1620.00	1685.60	1748.00	1815.20	1894.40	1972.80	2052.00	2135.20	2221.60	2320.80	2411.20	2516.00	2628.00	2767.20
	annual	40643.20	42120.00	43825.60	45448.00	47195.20	49254.40	51292.80	53352.00	55515.20	57761.60	60340.80	62691.20	65416.00	68328.00	71947.20
		4.0%	3.7%	3.8%	4.4%	4.1%	4.0%	4.1%	4.0%	4.5%	3.9%	4.3%	4.5%	5.3%	3.0%	
		<u>G22/01</u>	<u>G22/02</u>	<u>G22/03</u>	<u>G22/04</u>	<u>G22/05</u>	<u>G22/06</u>	<u>G22/07</u>	<u>G22/08</u>	<u>G22/09</u>	<u>G22/10</u>	<u>G22/11</u>	<u>G22/12</u>	<u>G22/13</u>	<u>G22/14</u>	<u>G22/15</u>
General 22	hrly	20.25	21.07	21.85	22.69	23.68	24.66	25.65	26.69	27.77	29.01	30.14	31.45	32.85	34.59	35.64
	bi-wkly	1,620.00	1,685.60	1,748.00	1,815.20	1,894.40	1,972.80	2,052.00	2,135.20	2,221.60	2,320.80	2,411.20	2,516.00	2,628.00	2,767.20	2,851.20
	annual	42,120.00	43,825.60	45,448.00	47,195.20	49,254.40	51,292.80	53,352.00	55,515.20	57,761.60	60,340.80	62,691.20	65,416.00	68,328.00	71,947.20	74,131.20
		3.8%	4.4%	4.1%	4.0%	4.1%	4.0%	4.5%	3.9%	4.3%	4.5%	5.3%	3.0%	3.0%	4.0%	
		<u>G23/01</u>	<u>G23/02</u>	<u>G23/03</u>	<u>G23/04</u>	<u>G23/05</u>	<u>G23/06</u>	<u>G23/07</u>	<u>G23/08</u>	<u>G23/09</u>	<u>G23/10</u>	<u>G23/11</u>	<u>G23/12</u>	<u>G23/13</u>	<u>G23/14</u>	<u>G23/15</u>
General 23	hrly	21.85	22.69	23.68	24.66	25.65	26.69	27.77	29.01	30.14	31.45	32.85	34.59	35.64	36.70	38.15
	bi-wkly	1,748.00	1,815.20	1,894.40	1,972.80	2,052.00	2,135.20	2,221.60	2,320.80	2,411.20	2,516.00	2,628.00	2,767.20	2,851.20	2,936.00	3,052.00
	annual	45,448.00	47,195.20	49,254.40	51,292.80	53,352.00	55,515.20	57,761.60	60,340.80	62,691.20	65,416.00	68,328.00	71,947.20	74,131.20	76,336.00	79,352.00

		4.4%	4.1%	4.0%	4.1%	4.0%	4.5%	3.9%	4.3%	4.5%	5.3%	3.0%	3.0%	4.0%	4.0%
	<u>G24/01</u>	<u>G24/02</u>	<u>G24/03</u>	<u>G24/04</u>	<u>G24/05</u>	<u>G24/06</u>	<u>G24/07</u>	<u>G24/08</u>	<u>G24/09</u>	<u>G24/10</u>	<u>G24/11</u>	<u>G24/12</u>	<u>G24/13</u>	<u>G24/14</u>	<u>G24/15</u>
General 24															
hrly	22.69	23.68	24.66	25.65	26.69	27.77	29.01	30.14	31.45	32.85	34.59	35.64	36.70	38.15	39.68
bi-wkly	1,815.20	1,894.40	1,972.80	2,052.00	2,135.20	2,221.60	2,320.80	2,411.20	2,516.00	2,628.00	2,767.20	2,851.20	2,936.00	3,052.00	3,174.40
annual	47,195.20	49,254.40	51,292.80	53,352.00	55,515.20	57,761.60	60,340.80	62,691.20	65,416.00	68,328.00	71,947.20	74,131.20	76,336.00	79,352.00	82,534.40
		4.1%	4.0%	4.1%	4.0%	4.5%	3.9%	4.3%	4.5%	5.3%	3.0%	3.0%	4.0%	4.0%	4.0%
	<u>G25/01</u>	<u>G25/02</u>	<u>G25/03</u>	<u>G25/04</u>	<u>G25/05</u>	<u>G25/06</u>	<u>G25/07</u>	<u>G25/08</u>	<u>G25/09</u>	<u>G25/10</u>	<u>G25/11</u>	<u>G25/12</u>	<u>G25/13</u>	<u>G25/14</u>	<u>G25/15</u>
General 25															
hrly	23.68	24.66	25.65	26.69	27.77	29.01	30.14	31.45	32.85	34.59	35.64	36.70	38.15	39.68	41.26
bi-wkly	1,894.40	1,972.80	2,052.00	2,135.20	2,221.60	2,320.80	2,411.20	2,516.00	2,628.00	2,767.20	2,851.20	2,936.00	3,052.00	3,174.40	3,300.80
annual	49,254.40	51,292.80	53,352.00	55,515.20	57,761.60	60,340.80	62,691.20	65,416.00	68,328.00	71,947.20	74,131.20	76,336.00	79,352.00	82,534.40	85,820.80

POLICE DEPARTMENT PAY TABLE - FY23 - EFFECTIVE OCTOBER 3 , 2023 (FY2023 includes 2.3% COLA)

Steps 1 -12 are annual step increases. Steps 13 - 15 are every 2 years

PT Police Officer	4.1%		3.7%		3.8%		4.4%		4.1%																							
	PTPO 01		PTPO 02		PTPO 03		PTPO 04		PTPO 05		PTPO 06																					
	hrly		20.26		21.09		21.87		22.70		23.70		24.68																			
	Bi-weekly		1620.98		1687.44		1749.88		1816.37		1896.29		1974.04																			
	Yearly		42145.50		43873.46		45496.78		47225.66		49303.59		51325.03																			
Police Officer	3.7%		3.6%		4.1%		3.8%		3.9%		4.4%		4.2%		3.6%		4.5%		4.1%		4.4%		3.8%		3.5%		3.6%					
	PO 01		PO 02		PO 03		PO 04		PO 05		PO 06		PO 07		PO 08		PO 09		PO 10		PO 11		PO 12		PO 13		PO 14		PO 15			
	hrly		22.06		22.87		23.70		24.67		25.60		26.60		27.77		28.94		29.98		31.33		32.62		34.05		35.34		36.58		37.90	
	Bi-weekly		1,764.47		1,829.76		1,895.63		1,973.35		2,048.33		2,128.22		2,221.86		2,315.18		2,398.53		2,506.46		2,609.22		2,724.03		2,827.54		2,926.51		3,031.86	
	Yearly		45,876.23		47,573.65		49,286.30		51,307.04		53,256.71		55,333.72		57,768.40		60,194.68		62,361.68		65,167.96		67,839.85		70,824.80		73,516.14		76,089.21		78,828.42	
Police Corporal	3.6%		4.0%		3.7%		3.9%		4.4%		4.2%		3.6%		4.5%		4.1%		4.4%		3.9%		3.5%		3.6%		3.1%					
	PC 01		PC 02		PC 03		PC 04		PC 05		PC 06		PC 07		PC 08		PC 09		PC 10		PC 11		PC 12		PC 13		PC 14		PC 15			
	hrly		22.87		23.70		24.65		25.56		26.55		27.72		28.89		29.93		31.27		32.56		33.99		35.31		36.55		37.87		39.04	
	Bi-weekly		1,829.94		1,895.82		1,971.65		2,044.60		2,124.34		2,217.82		2,310.96		2,394.16		2,501.90		2,604.47		2,719.07		2,825.11		2,923.99		3,029.26		3,123.16	
	Yearly		47,578.50		49,291.33		51,262.98		53,159.71		55,232.94		57,663.19		60,085.04		62,248.11		65,049.27		67,716.29		70,695.81		73,452.94		76,023.80		78,760.65		81,202.23	
Police Sergeant	3.7%		3.9%		4.4%		4.2%		3.6%		4.5%		4.1%		4.4%		3.9%		3.5%		3.6%		3.1%		3.5%		3.5%					
	PS 01		PS 02		PS 03		PS 04		PS 05		PS 06		PS 07		PS 08		PS 09		PS 10		PS 11		PS 12		PS 13		PS 14		PS 15			
	hrly		24.66		25.58		26.57		27.74		28.91		29.95		31.30		32.58		34.01		35.34		36.58		37.89		39.07		40.44		41.85	
	Bi-weekly		1,973.16		2,046.17		2,125.97		2,219.51		2,312.73		2,395.99		2,503.81		2,606.47		2,721.15		2,827.28		2,926.23		3,031.57		3,125.55		3,234.95		3,348.17	
	Yearly		51,302.22		53,200.40		55,275.22		57,707.33		60,131.04		62,295.76		65,099.06		67,768.13		70,749.92		73,509.17		76,081.99		78,820.94		81,264.39		84,108.65		87,052.45	
Police Captain	4.4%		4.2%		3.6%		4.5%		4.1%		4.4%		3.8%		3.5%		3.6%		3.1%		3.5%		3.5%		3.5%		3.5%					
	PCT 01		PCT 02		PCT 03		PCT 04		PCT 05		PCT 06		PCT 07		PCT 08		PCT 09		PCT 10		PCT 11		PCT 12		PCT 13		PCT 14		PCT 15			
	hrly		26.58		27.75		28.91		29.95		31.30		32.58		34.02		35.31		36.55		37.86		39.04		40.40		41.82		43.32		44.84	
	Bi-weekly		2,126.20		2,219.76		2,312.99		2,396.25		2,504.08		2,606.75		2,721.45		2,824.86		2,923.73		3,028.99		3,122.89		3,232.19		3,345.32		3,465.75		3,587.05	
	Yearly		55,281.28		57,713.66		60,137.63		62,302.59		65,106.20		67,775.56		70,757.68		73,446.48		76,017.10		78,753.72		81,195.08		84,036.91		86,978.20		90,109.42		93,263.25	
Dispatch records	2023 Oct																															
	PDS 01																	RAISE BASED ON EVALUATION =														
	hrly																	1% 2.50% 0% Below Satisfactory, 1% Satisfactory, 2.5 %Above Satisfactory or 4% Outstanding														
	Bi-weekly																	17.06 17.23 17.49 17.75														
	Yearly																	1,365.09 1,378.74 1,399.22 1,419.69														
																	35,492.37 35,847.29 36,379.68 36,912.07															

FIRE DEPARTMENT PAY TABLE - FY24 - EFFECTIVE OCTOBER 3 , 2023 (FY2024 includes 2.3% COLA)

Contract provisions: Start Step 1- receive 1 year probation increase - Steps 2-25 (1 year)

Yearly ←————→

Fire		3.5%	3.7%	4.2%	3.6%	3.9%	4.4%	4.2%	3.9%	4.1%	4.1%	2.10%	2.10%	2.10%	2.10%
Fighter	<u>FF 01</u>	<u>FF 02</u>	<u>FF 03</u>	<u>FF 04</u>	<u>FF 05</u>	<u>FF 06</u>	<u>FF 07</u>	<u>FF 08</u>	<u>FF 09</u>	<u>FF 10</u>	<u>FF 11</u>	<u>FF 12</u>	<u>FF 13</u>	<u>FF 14</u>	<u>FF 15</u>
hrly	14.95	15.48	16.05	16.72	17.33	18.00	18.79	19.57	20.34	21.18	22.04	22.51	22.98	23.46	23.95
bi-wkly	1,554.80	1,609.92	1,669.20	1,738.88	1,802.32	1,872.00	1,954.16	2,035.28	2,115.36	2,202.72	2,292.16	2,341.04	2,389.92	2,439.84	2,490.80
annual	40,424.80	41,857.92	43,399.20	45,210.88	46,860.32	48,672.00	50,808.16	52,917.28	54,999.36	57,270.72	59,596.16	60,867.04	62,137.92	63,435.84	64,760.80
		2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%				
	<u>FF 16</u>	<u>FF 17</u>	<u>FF 18</u>	<u>FF 19</u>	<u>FF 20</u>	<u>FF 21</u>	<u>FF 22</u>	<u>FF 23</u>	<u>FF 24</u>	<u>FF 25</u>					
	24.45	24.97	25.49	26.03	26.58	27.13	27.70	28.29	28.88	29.48					
	2,542.80	2,596.88	2,650.96	2,707.12	2,764.32	2,821.52	2,880.80	2,942.16	3,003.52	3,065.92					
	66,112.80	67,518.88	68,924.96	70,385.12	71,872.32	73,359.52	74,900.80	76,496.16	78,091.52	79,713.92					
Fire		3.3%	3.4%	3.6%	3.5%	3.7%	3.9%	3.8%	3.7%	3.8%	3.9%	2.10%	2.10%	2.10%	2.10%
Lieutenant	<u>FLT 01</u>	<u>FLT 02</u>	<u>FLT 03</u>	<u>FLT 04</u>	<u>FLT 05</u>	<u>FLT 06</u>	<u>FLT 07</u>	<u>FLT 08</u>	<u>FLT 09</u>	<u>FLT 10</u>	<u>FLT 11</u>	<u>FLT 12</u>	<u>FLT 13</u>	<u>FLT 14</u>	<u>FLT 15</u>
hrly	16.48	17.03	17.61	18.24	18.87	19.57	20.33	21.10	21.89	22.72	23.61	24.11	24.61	25.14	25.66
bi-wkly	1,713.92	1,771.12	1,831.44	1,896.96	1,962.48	2,035.28	2,114.32	2,194.40	2,276.56	2,362.88	2,455.44	2,507.44	2,559.44	2,614.56	2,668.64
annual	44,561.92	46,049.12	47,617.44	49,320.96	51,024.48	52,917.28	54,972.32	57,054.40	59,190.56	61,434.88	63,841.44	65,193.44	66,545.44	67,978.56	69,384.64
		2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%				
	<u>FLT 16</u>	<u>FLT 17</u>	<u>FLT 18</u>	<u>FLT 19</u>	<u>FLT 20</u>	<u>FLT 21</u>	<u>FLT 22</u>	<u>FLT 23</u>	<u>FLT 24</u>	<u>FLT 25</u>					
	26.20	26.75	27.31	27.89	28.47	29.06	29.68	30.30	30.94	31.59					
	2,724.80	2,782.00	2,840.24	2,900.56	2,960.88	3,022.24	3,086.72	3,151.20	3,217.76	3,285.36					
	70,844.80	72,332.00	73,846.24	75,414.56	76,982.88	78,578.24	80,254.72	81,931.20	83,661.76	85,419.36					
Fire		3.1%	3.0%	3.5%	3.1%	3.4%	3.5%	3.5%	3.5%	3.5%	3.5%	2.10%	2.10%	2.10%	2.10%
Captain	<u>FCPT 01</u>	<u>FCPT 02</u>	<u>FCPT 03</u>	<u>FCPT 04</u>	<u>FCPT 05</u>	<u>FCPT 06</u>	<u>FCPT 07</u>	<u>FCPT 08</u>	<u>FCPT 09</u>	<u>FCPT 10</u>	<u>FCPT 11</u>	<u>FCPT 12</u>	<u>FCPT 13</u>	<u>FCPT 14</u>	<u>FCPT 15</u>
hrly	18.21	18.77	19.33	20.00	20.61	21.31	22.06	22.84	23.63	24.46	25.32	25.84	26.39	26.95	27.51
bi-wkly	1,893.84	1,952.08	2,010.32	2,080.00	2,143.44	2,216.24	2,294.24	2,375.36	2,457.52	2,543.84	2,633.28	2,687.36	2,744.56	2,802.80	2,861.04
annual	49,239.84	50,754.08	52,268.32	54,080.00	55,729.44	57,622.24	59,650.24	61,759.36	63,895.52	66,139.84	68,465.28	69,871.36	71,358.56	72,872.80	74,387.04
		2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%				
	<u>FCPT 16</u>	<u>FCPT 17</u>	<u>FCPT 18</u>	<u>FCPT 19</u>	<u>FCPT 20</u>	<u>FCPT 21</u>	<u>FCPT 22</u>	<u>FCPT 23</u>	<u>FCPT 24</u>	<u>FCPT 25</u>					
	28.09	28.68	29.28	29.90	30.53	31.16	31.83	32.49	33.17	33.87					
	2,921.36	2,982.72	3,045.12	3,109.60	3,175.12	3,240.64	3,310.32	3,378.96	3,449.68	3,522.48					
	75,955.36	77,550.72	79,173.12	80,849.60	82,553.12	84,256.64	86,068.32	87,852.96	89,691.68	91,584.48					

CONTRACT EMPLOYEE PAY TABLE - FY24 - EFFECTIVE OCTOBER 4 , 2023 (FY2024 includes 2.3% COLA)

		4.8%	3.4%	5.5%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Contract 50		C50/01	C50/02	C50/03	C50/04	C50/05	C50/06	C50/07	C50/08	C50/09	C50/10	C50/11	C50/12	C50/13	C50/14	C50/15	C50/16	C50/17
City Mngr	hrly	54.48	57.07	59.02	62.26	67.92566	69.49	0	0	0	0	0	\$0.000	0	0			
	bi-wkly	4,358.40	4,565.60	4,721.60	4,980.80	5,434.05	5,559.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	annual	113,318.40	118,705.60	122,761.60	129,500.80	141,285.37	144,534.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		4.6%	2.0%	12.0%	4.0%	3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 53		C53/01	C53/02	C53/03	C53/04	C53/05	C53/06	C53/07	C53/08	C53/09	C53/10	C53/11	C53/12	C53/13	C53/14	C53/15	C53/16	C53/17
Police Chief	hrly	32.21	33.68	34.35	38.47	40.02	41.4	44.72	48.78952	49.91								
	bi-wkly	2,576.80	2,694.40	2,748.00	3,077.60	3,201.60	3,312.00	3,577.60	3,903.16	3,992.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	annual	66,996.80	70,054.40	71,448.00	80,017.60	83,241.60	86,112.00	93,017.60	101,482.20	103,816.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		8.5%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 55		C55/01	C55/02	C55/03	C55/04	C55/05	C55/06	C55/07	C55/08	C55/09	C55/10	C55/11	C55/12	C55/13	C55/14	C55/15	C55/16	C55/17
Asst. Plnr/Mit.	hrly	21.64	23.49	25.62759	26.22													
	bi-wkly	1,731.20	1,879.20	2,050.21	2,097.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	annual	45,011.20	48,859.20	53,305.39	54,531.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		8.4%	3.6%	5.8%	5.1%	9.4%	4.5%	5.7%	13.3%	4.1%	5.4%	8.5%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!
Contract 56		C56/01	C56/02	C56/03	C56/04	C56/05	C56/06	C56/07	C56/08	C56/09	C56/10	C56/11	C56/12	C56/13	C56/14	C56/15	C56/16	C56/17
Current Plnr	hrly	15.30	16.58	17.17	18.17	\$19.09	20.88	21.83	23.07	26.14	27.2	28.68	31.13	33.96283	34.74			
	bi-wkly	1,224.00	1,326.40	1,373.60	1,453.60	1,527.20	1,670.40	1,746.40	1,845.60	2,091.20	2,176.00	2,294.40	2,490.40	2,717.03	2,779.52	0.00	0.00	0.00
	annual	31,824.00	34,486.40	35,713.60	37,793.60	39,707.20	43,430.40	45,406.40	47,985.60	54,371.20	56,576.00	59,654.40	64,750.40	70,642.69	72,267.47	0.00	0.00	0.00
		2.9%	2.7%	2.0%	1.8%	4.4%	2.0%	9.7%	3.0%	5.0%	4.6%	5.1%	8.2%	3.4%	8.0%	9.1%	2.3%	#DIV/0!
Contract 57		C57/01	C57/02	C57/03	C57/04	C57/05	C57/06	C57/07	C57/08	C57/09	C57/10	C57/11	C57/12	C57/13	C57/14	C57/15	C57/16	C57/17
Chief Accountant	hrly	19.88	20.45	21.01	21.43	21.82	22.78	23.24	25.49	26.26	27.58	28.84	30.3	32.79	33.92	36.64	39.97424	40.893648
	bi-wkly	1,590.40	1,636.00	1,680.80	1,714.40	1,745.60	1,822.40	1,859.20	2,039.20	2,100.80	2,206.40	2,307.20	2,424.00	2,623.20	2,713.60	2,931.20	3,197.94	3,271.49
	annual	41,350.40	42,536.00	43,700.80	44,574.40	45,385.60	47,382.40	48,339.20	53,019.20	54,620.80	57,366.40	59,987.20	63,024.00	68,203.20	70,553.60	76,211.20	83,146.42	85,058.79
		6.5%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 58		C58/01	C58/02	C58/3	C58/4	C58/5	C58/6	C58/7	C58/8	-	-	-	-	-	-	-	-	-
Planning Director	hrly	33.66	35.86	38.74	42.26534	43.24												
	bi-wkly	2,692.80	2,868.80	3,099.20	3,381.23	3,459.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	annual	70,012.80	74,588.80	80,579.20	87,911.91	89,933.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 59		C59/01	C59/02	C59/03	C59/04	C59/05	C59/06	C59/07	C59/08	C59/09	C59/10	C59/11	C59/12	C59/13	C59/14	C59/15	C59/16	C59/17
Budget Coordinator	hrly	24.04	25.97	28.33327	28.98	0	0											
	bi-wkly	1,923.20	2,077.60	2,266.66	2,318.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	annual	50,003.20	54,017.60	58,933.20	60,288.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		4.0%	3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 60		C60/01	C60/02	C60/03	C60/04	C60/05	C60/06	C60/07	C60/08	C60/09	C60/10	C60/11	C60/12	C60/13	C60/14	C60/15	C60/16	C60/17
PW Dir	hrly	39.92	41.53	42.96	\$46.40	50.6224	51.79											
	bi-wkly	3,193.60	3,322.40	3,436.80	3,712.00	4,049.79	4,142.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	annual	83,033.60	86,382.40	89,356.80	96,512.00	105,294.59	107,716.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Contract 63 PIO Marketing			4.6%	2.0%	5.1%	4.1%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		<u>C63/01</u>	<u>C63/02</u>	<u>C63/03</u>	<u>C63/04</u>	<u>C63/05</u>	<u>C63/06</u>	<u>C63/07</u>	<u>C63/08</u>	<u>C63/09</u>	<u>C63/10</u>	<u>C63/11</u>	<u>C63/12</u>	<u>C63/13</u>	<u>C63/14</u>	<u>C63/15</u>	<u>C63/16</u>	<u>C63/17</u>	
		hrly	20.00	20.91	21.33	22.41	23.32	25.44212	26.03										
		bi-wkly	1,600.00	1,672.80	1,706.40	1,792.80	1,865.60	2,035.37	2,082.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		annual	41,600.00	43,492.80	44,366.40	46,612.80	48,505.60	52,919.61	54,136.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contract 64 Utility Field Supr			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		<u>C64/01</u>	<u>C64/02</u>	<u>C64/03</u>	<u>C64/04</u>	<u>C64/05</u>	<u>C64/06</u>	<u>C64/07</u>	<u>C64/08</u>	<u>C64/09</u>	<u>C64/10</u>	<u>C64/11</u>	<u>C64/12</u>	<u>C64/13</u>	<u>C64/14</u>	<u>C64/15</u>	<u>C64/16</u>	<u>C64/17</u>	
		hrly																	
		bi-wkly	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		annual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contract 65 Fire Chief			3.0%	2.8%	3.0%	4.8%	4.5%	2.7%	1.9%	2.0%	2.0%	8.4%	2.0%	3.0%	3.0%	5.6%	2.0%	5.1%	
		<u>C65/01</u>	<u>C65/02</u>	<u>C65/03</u>	<u>C65/04</u>	<u>C65/05</u>	<u>C65/06</u>	<u>C65/07</u>	<u>C65/08</u>	<u>C65/09</u>	<u>C65/10</u>	<u>C65/11</u>	<u>C65/12</u>	<u>C65/13</u>	<u>C65/14</u>	<u>C65/15</u>	<u>C65/16</u>	<u>C65/17</u>	
		hrly	20.69	21.31	21.91	22.56	23.64	24.7	25.37	25.85	26.37	26.91	29.18	29.76	30.66	\$31.59	33.37	34.03	\$35.75
		bi-wkly	1,655.20	1,704.80	1,752.80	1,804.80	1,891.20	1,976.00	2,029.60	2,068.00	2,109.60	2,152.80	2,334.40	2,380.80	2,452.80	2,527.20	2,669.60	2,722.40	2,860.00
		annual	43,035.20	44,324.80	45,572.80	46,924.80	49,171.20	51,376.00	52,769.60	53,768.00	54,849.60	55,972.80	60,694.40	61,900.80	63,772.80	65,707.20	69,409.60	70,782.40	74,360.00
			7.1%	3.4%	8.0%	9.1%	2.3%												
		<u>C65/18</u>	<u>C65/19</u>	<u>C65/20</u>	<u>C65/21</u>	<u>C65/22</u>													
			\$38.29	\$39.61	\$42.78	46.67298	47.75												
			3,063.20	3,168.80	3,422.40	3,733.84	3,819.72												
			79,643.20	82,388.80	88,982.40	97,079.80	99,312.63												
Contract 70 Utility Director			4.1%	3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		<u>C70/01</u>	<u>C70/02</u>	<u>C70/03</u>	<u>C70/04</u>	<u>C70/05</u>	<u>C70/06</u>	<u>C70/07</u>	<u>C70/08</u>	<u>C70/09</u>	<u>C70/10</u>	<u>C70/11</u>	<u>C70/12</u>	<u>C70/13</u>	<u>C70/14</u>	<u>C70/15</u>	<u>C70/16</u>	<u>C70/17</u>	
		hrly	28.85	\$30.02	\$31.04	\$33.53	36.58123	37.42											
		bi-wkly	2,308.00	2,401.60	2,483.20	2,682.40	2,926.50	2,993.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		annual	60,008.00	62,441.60	64,563.20	69,742.40	76,088.96	77,839.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contract 71 WWTP Director			9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		<u>C71/01</u>	<u>C71/02</u>	<u>C71/03</u>	<u>C71/04</u>	<u>C71/05</u>	<u>C71/06</u>	<u>C71/07</u>	<u>C71/08</u>	<u>C71/09</u>	<u>C71/10</u>	<u>C71/11</u>	<u>C71/12</u>	<u>C71/13</u>	<u>C71/14</u>	<u>C71/15</u>	<u>C71/16</u>	<u>C71/17</u>	
		hrly	29.81	32.52271	33.27	0	0												
		bi-wkly	2,384.80	2,601.82	2,661.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		annual	62,004.80	67,647.24	69,203.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contract 72 Street/San Dept Head			3.0%	4.6%	5.1%	4.0%	3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		<u>C72/01</u>	<u>C72/02</u>	<u>C72/03</u>	<u>C72/04</u>	<u>C72/05</u>	<u>C72/06</u>	<u>C72/07</u>	<u>C72/08</u>	<u>C72/09</u>	<u>C72/10</u>	<u>C72/11</u>	<u>C72/12</u>	<u>C72/13</u>	<u>C72/14</u>	<u>C72/15</u>	<u>C72/16</u>	<u>C72/17</u>	
		hrly	26.01	26.8	28.02	29.44	30.63	31.68	34.22	37.33402	38.19								
		bi-wkly	2,080.80	2,144.00	2,241.60	2,355.20	2,450.40	2,534.40	2,737.60	2,986.72	3,055.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		annual	54,100.80	55,744.00	58,281.60	61,235.20	63,710.40	65,894.40	71,177.60	77,654.76	79,440.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contract 75 Asst. Dir. Econ. Dev.			18.8%	4.0%	13.8%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		<u>C75/01</u>	<u>C75/02</u>	<u>C75/03</u>	<u>C75/04</u>	<u>C75/05</u>	<u>C75/06</u>	<u>C75/07</u>	<u>C75/08</u>	<u>C75/09</u>	<u>C75/10</u>	<u>C75/11</u>	<u>C75/12</u>	<u>C75/13</u>	<u>C75/14</u>	<u>C75/15</u>	<u>C75/16</u>	<u>C75/17</u>	
		hrly	19.82	23.55	24.50	27.87	30.10	32.8391	33.59										
		bi-wkly	1,585.60	1,884.00	1,960.00	2,229.60	2,408.00	2,627.13	2,687.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		annual	41,225.60	48,984.00	50,960.00	57,969.60	62,608.00	68,305.33	69,876.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

		5.5%	3.9%	3.8%	3.3%	4.0%	4.0%	2.0%	3.0%	4.0%	4.6%	5.1%	4.1%	2.4%	8.5%	9.1%	2.3%	
Contract 76 Rec Activity Coord		<u>C76/01</u>	<u>C76/02</u>	<u>C76/03</u>	<u>C76/04</u>	<u>C76/05</u>	<u>C76/06</u>	<u>C76/07</u>	<u>C76/08</u>	<u>C76/09</u>	<u>C76/10</u>	<u>C76/11</u>	<u>C76/12</u>	<u>C76/13</u>	<u>C76/14</u>	<u>C76/15</u>	<u>C76/16</u>	<u>C76/17</u>
hrly		11.16	11.77	12.23	12.69	13.11	13.63	14.17	14.45	14.89	15.49	16.20	17.02	17.71	18.14	19.69	21.48179	21.976
bi-wkly		892.80	941.60	978.40	1,015.20	1,048.80	1,090.40	1,133.60	1,156.00	1,191.20	1,239.20	1,296.00	1,361.60	1,416.80	1,451.20	1,575.20	1,718.54	1,758.07
annual		23,212.80	24,481.60	25,438.40	26,395.20	27,268.80	28,350.40	29,473.60	30,056.00	30,971.20	32,219.20	33,696.00	35,401.60	36,836.80	37,731.20	40,955.20	44,682.12	45,709.81
		3.2%	3.0%	1.0%	4.4%	3.9%	4.3%	4.5%	2.0%	3.0%	3.0%	5.6%	2.0%	5.1%	4.0%	3.4%	8.0%	
Contract 77 Parks Director		<u>C77/01</u>	<u>C77/02</u>	<u>C77/03</u>	<u>C77/04</u>	<u>C77/05</u>	<u>C77/06</u>	<u>C77/07</u>	<u>C77/08</u>	<u>C77/09</u>	<u>C77/10</u>	<u>C77/11</u>	<u>C77/12</u>	<u>C77/13</u>	<u>C77/14</u>	<u>C77/15</u>	<u>C77/16</u>	<u>C77/17</u>
hrly		19.46	20.08	20.69	20.90	21.81	22.66	23.64	24.70	25.19	25.95	26.73	28.23	28.80	30.26	31.48	32.56	35.17
bi-wkly		1,556.80	1,606.40	1,655.20	1,672.00	1,744.80	1,812.80	1,891.20	1,976.00	2,015.20	2,076.00	2,138.40	2,258.40	2,304.00	2,420.80	2,518.40	2,604.80	2,813.60
annual		40,476.80	41,766.40	43,035.20	43,472.00	45,364.80	47,132.80	49,171.20	51,376.00	52,395.20	53,976.00	55,598.40	58,718.40	59,904.00	62,940.80	65,478.40	67,724.80	73,153.60
		9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!												
		<u>C77/18</u>	<u>C77/19</u>	<u>C77/20</u>	<u>C77/21</u>	<u>C77/22</u>												
		38.37047	39.25	0.00	0.00	0.00												
		3,069.64	3,140.24	0.00	0.00	0.00												
		79,810.58	81,646.22	0.00	0.00	0.00												
		2.0%	3.0%	3.0%	4.6%	5.1%	4.0%	3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 79 Landscape DH		<u>C79/01</u>	<u>C79/02</u>	<u>C79/03</u>	<u>C79/04</u>	<u>C79/05</u>	<u>C79/06</u>	<u>C79/07</u>	<u>C79/08</u>	<u>C79/09</u>	<u>C79/10</u>	<u>C79/11</u>	<u>C79/12</u>	<u>C79/13</u>	<u>C79/14</u>	<u>C79/15</u>	<u>C79/16</u>	<u>C79/17</u>
hrly		21.86	22.29	22.96	23.65	24.73	25.98	27.03	27.96	30.20	32.9482	33.71						
bi-wkly		1748.80	1783.20	1836.80	1892.00	1978.40	2078.40	2162.40	2236.80	2416.00	2635.86	2696.48	0.00	0.00	0.00	0.00	0.00	0.00
annual		45468.80	46363.20	47756.80	49192.00	51438.40	54038.40	56222.40	58156.80	62816.00	68532.26	70108.50	0.00	0.00	0.00	0.00	0.00	0.00
		9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 80 City Clerk		<u>C80/01</u>	<u>C80/02</u>	<u>C80/03</u>	<u>C80/04</u>	<u>C80/05</u>	<u>C80/06</u>	<u>C80/07</u>	<u>C80/08</u>	<u>C80/09</u>	<u>C80/10</u>	<u>C80/11</u>	<u>C80/12</u>	<u>C80/13</u>	<u>C80/14</u>	<u>C80/15</u>	<u>C80/16</u>	<u>C80/17</u>
hrly		29.47	32.15	32.89	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
bi-wkly		2357.60	2572.14	2631.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
annual		61297.60	66875.68	68413.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		4.1%	3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 81 Purchasing Agent		<u>C81/01</u>	<u>C81/02</u>	<u>C81/03</u>	<u>C81/04</u>	<u>C81/05</u>	<u>C81/06</u>	<u>C81/07</u>	<u>C81/08</u>	<u>C81/09</u>	<u>C81/10</u>	<u>C81/11</u>	<u>C81/12</u>	<u>C81/13</u>	<u>C81/14</u>	<u>C81/15</u>	<u>C81/16</u>	<u>C81/17</u>
hrly		30.11	31.33	32.40	35.00	38.185	39.06											
bi-wkly		2408.80	2506.40	2592.00	2800.00	3054.80	3125.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
annual		62628.80	65166.40	67392.00	72800.00	79424.80	81251.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		2.0%	12.5%	3.5%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 82 Econ Dev Dir		<u>C82/01</u>	<u>C82/02</u>	<u>C82/03</u>	<u>C82/04</u>	<u>C82/05</u>	<u>C82/06</u>	<u>C82/07</u>	<u>C82/08</u>	<u>C82/09</u>	<u>C82/10</u>	<u>C82/11</u>	<u>C82/12</u>	<u>C82/13</u>	<u>C82/14</u>	<u>C82/15</u>	<u>C82/16</u>	<u>C82/17</u>
hrly		27.24	27.79	31.26	32.34	34.93	38.10863	38.99										
bi-wkly		2179.20	2223.20	2500.80	2587.20	2794.40	3048.69	3118.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
annual		56659.20	57803.20	65020.80	67267.20	72654.40	79265.95	81089.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 84 Grants Manager		<u>C84/01</u>	<u>C84/02</u>	<u>C84/03</u>	<u>C84/04</u>	<u>C84/05</u>	<u>C84/06</u>	<u>C84/07</u>	<u>C84/08</u>	<u>C84/09</u>	<u>C84/10</u>	<u>C84/11</u>	<u>C84/12</u>	<u>C84/13</u>	<u>C84/14</u>	<u>C84/15</u>	<u>C84/16</u>	<u>C84/17</u>
hrly		24.04	24.86	26.86	29.30426	29.98												
bi-wkly		1923.20	1988.80	2148.80	2344.34	2398.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
annual		50003.20	51708.80	55868.80	60952.86	62354.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		3.4%	8.0%	9.1%	2.3%	-100.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Contract 85 IT Director		<u>C85/01</u>	<u>C85/02</u>	<u>C85/03</u>	<u>C85/04</u>	<u>C85/05</u>	<u>C85/06</u>	<u>C85/07</u>	<u>C85/08</u>	<u>C85/09</u>	<u>C85/10</u>	<u>C85/11</u>	<u>C85/12</u>	<u>C85/13</u>	<u>C85/14</u>	<u>C85/15</u>	<u>C85/16</u>	<u>C85/17</u>
hrly		24.04	24.86	26.86	29.30426	29.98												
bi-wkly		1923.20	1988.80	2148.80	2344.34	2398.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
annual		50003.20	51708.80	55868.80	60952.86	62354.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Agenda Item # 2023-1874

Ordinance # 1992-23 UDC Update Ordinance 2nd Reading

MEETING DATE

October 10, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

SUMMARY

Attached to this ordinance is the draft UDC document with the previously reviewed changes found at the following website: <https://www.miltonfl.org/DocumentCenter/View/5161> . No changes to this document have been made since the Executive Committee meeting on September 5, 2023.

RECOMMENDATION

2nd Reading of UDC update ordinance.

ATTACHMENTS

1. UDC Draft Ordinance 090123

ORDINANCE NO. 1992-23

AN ORDINANCE OF THE CITY OF MILTON, REPEALING AND REPLACING IN ITS ENTIRETY THE UNIFIED DEVELOPMENT CODE, REPLACING ARTICLES ONE THROUGH EIGHTEEN, RESPECTIVELY, OF PART THREE OF THE CITY OF MILTON CODE OF ORDINANCES; PROVIDING FOR PURPOSE AND INTENT; ADMINISTRATION; PROVIDING FOR DISTRICT REGULATIONS, AND OTHER DEVELOPMENT PROVISIONS AS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, INCLUSION IN CODE AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166 F.S. authorizes the City of Milton to establish, coordinate, and enforce laws that are necessary for the protection of the public; and

WHEREAS, the City of Milton has adopted a comprehensive plan pursuant to Chapter 163, F.S. to promote the health, safety, good morals, and general welfare of the community; and

WHEREAS, the update of these regulations have been designed to increase the aesthetic value of the City, to allow for improved access and mobility for all modes of transportation, and to guide the future growth in a direction adherent to the adopted Comprehensive Plan; and

WHEREAS, the City desires to achieve orderly urban development through land subdivision; to promote and develop land to attain the best possible community environment in accordance with the comprehensive plan; and to provide for adequate municipal services and safe streets; and

WHEREAS, the City has this day adopted the City of Milton Unified Development Code, which is a comprehensive Code that completely supersedes the previous Unified Development Code, previous City of Milton Zoning Ordinance and Land Development Regulations; and

WHEREAS, the City intends to consolidate in one place and in logical order to avoid duplication and conflicts in terms and definitions all of its regulations pertaining to land use and development; and

WHEREAS, the City desires to make available to all those who are concerned with land use and development to have access to the regulation thereof in one convenient ordinance which is capable of being published and distributed as a separate and comprehensive segment of the City Code as a whole; and

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

- I) The following Parts and Articles of the City of Milton's Code of Ordinances are hereby repealed and replaced: PART III Unified Development Code to include all 18 articles, by the amended City of Milton Unified Development Code.
- II) There is hereby adopted the following regulations attached hereto which shall be known as the City of Milton Unified Development Code.
- III) The Ordinance is effective upon its passage by the Milton City Council.
- IV) If any ordinance, or any provision of any ordinance, not specified above, is inconsistent or in conflict with the amended Unified Development Code adopted by the City, the terms of the amended Unified Development Code shall take precedence and shall have superiority over any other Milton ordinance.

SECTION 1. AUTHORITY

This Ordinance is enacted pursuant to the Laws of Florida, Chapters 163 and 166, Florida Statutes, and other applicable provisions of law.

SECTION 2: CONFLICT

Whenever the requirements or provisions of this amending ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

SECTION 3: SEVERABILITY

If any part, section, subsection, or other portion of this Ordinance or any application thereof to any person or circumstance is declared void, unconstitutional or invalid for any reasons, such part, section, subsection, or other portion or the prescribed application thereof, shall be severable, and the remaining provisions of this Ordinance, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect.

The City declares that no invalid or prescribed provision or application was an inducement to the enactment of this Ordinance, and that it would have enacted this Ordinance regardless of the invalid or prescribed provision or application.

SECTION 4: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERROR

It is the intention of the City Council for the City of Milton that the provisions of this ordinance shall become and be made a part of the City of Milton Code of Ordinances; and that sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: EFFECTIVE DATE

The effective date of this ordinance shall be thirty (30) days from its adoption date.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida on the 10th day of October 2023.

CITY OF MILTON, Florida

By: _____
Heather Lindsay - Mayor

ATTEST:

Heidi Sroka – Interim City Clerk

First Reading _____

Second Reading _____

Legal in form when signed by City Attorney

Alex Andrade
Attorney for the City of Milton



Agenda Item # 2023-1936

Ordinance #1993-23 - Proposed rezoning of 11.5 acres - Vanity Fair Rd. 1st Reading

MEETING DATE

October 10, 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 proposed ordinance has also been attached to this item for first reading.

RECOMMENDATION

Staff has provided the most current rezoning analysis document, and recommends review of the proposed rezoning. The Milton Planning Board unanimously recommended approval of this request on September 19th. The City Council unanimously moved this item forward to the Executive Committee at their agenda workshop meeting. If approved, a 2nd public hearing will take place on November 7th at the City Council meeting.

ATTACHMENTS

1. Vanity Fair Young Rezoning Ordinance 2023

ORDINANCE NO. 1993-23

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING ONE PROPERTY CONTAINING 11.58 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM R-U, RURAL URBAN ZONING DISTRICT, TO THE R-3, MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT; AUTHORIZING A ZONING MAP AMENDMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council held public hearings occurring on October 10th, 2023 and November 7th, 2023 to consider the rezoning of the property described in Attachment A herein; and

WHEREAS, due public notice has been provided pursuant to Chapter 166, Florida Statutes, and Section 1.7 of the Milton Unified Development Code: and

WHEREAS, the City Council of the City of Milton, Florida, in exercise of its authority, finds it necessary and desirable to adopt and does hereby adopt the proposed zoning change, in order to encourage the most appropriate use of land, water and resources consistent with the public interest, and to deal effectively with future problems that may result from the use and development of land within the City of Milton as follows.

NOW THEREFORE BE IT ORDAINED BY THE City Council of the City of Milton, Florida as follows:

Section 1: Intent and Purpose.

That the Zoning District Classification upon the below property situated, lying, and being contained by the legal boundaries of the City of Milton as listed below and more particularly described in Attachment B:

PARCEL # 05-1N-28-0000-00102-0000

Is hereby changed from the R-U (Rural Urban) Zoning District to the R-3 (Multiple Family Residential) Zoning District.

Section 2: Zoning Map Series Amendment.

That the City of Milton Unified Development Code is hereby amended as set forth and incorporated herein by reference, and consists of a Zoning Map Series amendment, attached hereto as Attachment A.

Section 3: Severability.

If any part of this Ordinance shall be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue in full force and effect.

Section 4: Copy on File.

An official, true, and correct copy of all elements of the Milton Unified Development Code, as adopted and amended from time to time, shall be maintained by the City Clerk or his or her designee.

Section 5: Effective Date.

This Ordinance shall take effect immediately upon passage and adoption by the City Council.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, The 7th day of November, 2023.

CITY OF MILTON, FLORIDA

Heather Lindsay - Mayor

ATTEST:

CITY CLERK

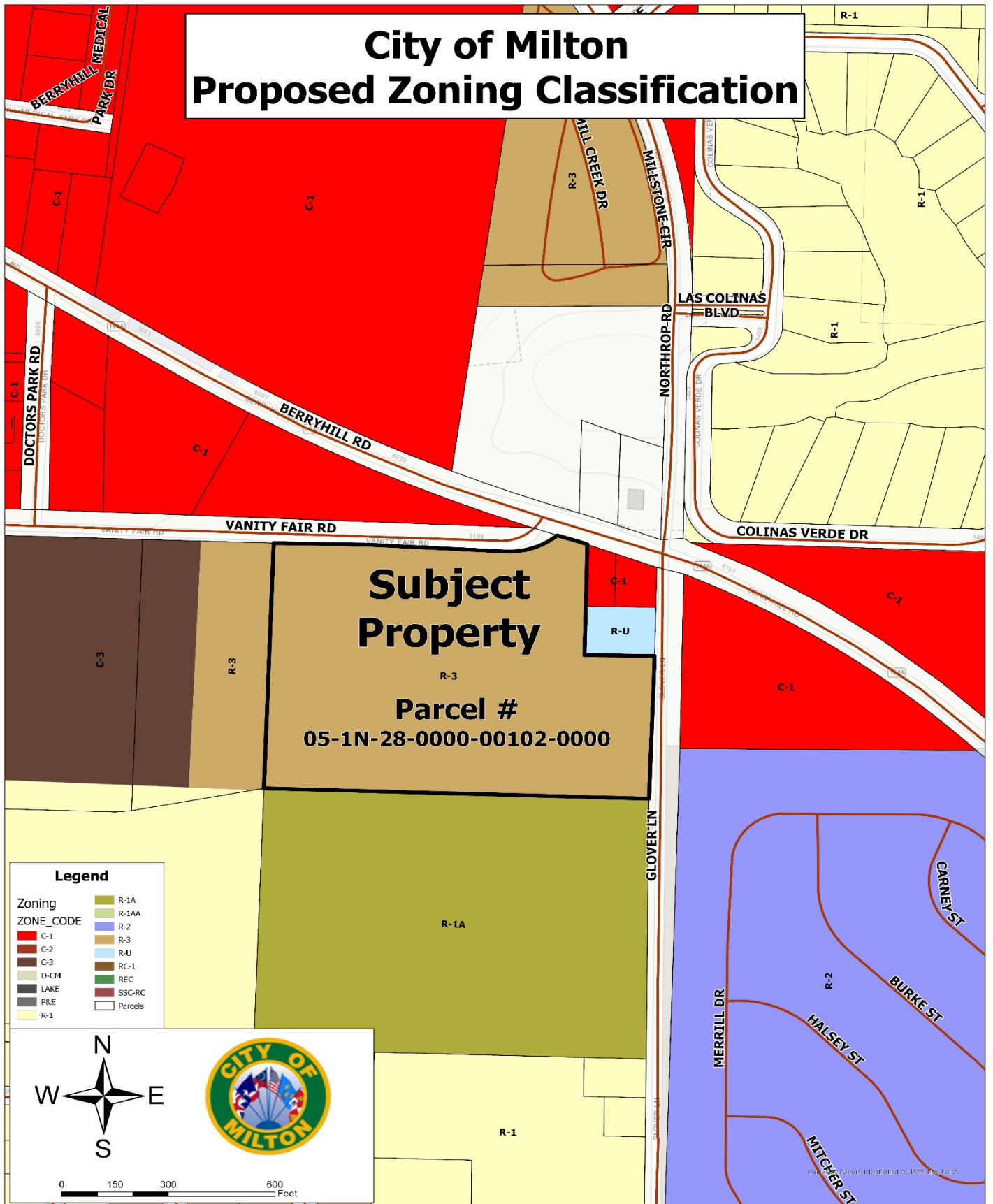
FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

Alex Andrade – City Attorney

ATTACHMENT A



ATTACHMENT B

PARCEL # 05-1N-28-0000-00102-0000

LEGAL DESCRIPTION:

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 OF 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 251.38 FEET TO THE POINT OF BEGINNING, ALSO LESS AND EXCEPT ANY PORTION LYING WITHIN ANY PUBLIC ROADS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 290.00 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 35.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GLOVER LANE (RIGHT OF WAY VARIES) AND THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 355.01 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY GO SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 895.21 FEET; THENCE GO NORTH 00 DEGREES 38 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 609.02 FEET TO THE SOUTHERLY RIGHT OF WAY OF VANITY FAIR ROAD (70' RIGHT OF WAY); THENCE GO NORTH 89 DEGREES 55 MINUTES 45 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 731.91 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 254.85 FEET; THENCE GO NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 169.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 11.58 ACRES, MORE OR LESS.



Agenda Item # 2023-2009

Resolution #1580-23 Correction to Resolution 1577-23

MEETING DATE

October 10, 2023

PREPARED BY

Curtis Krebs, Chief Financial
Officer

BACKGROUND

Resolution 1577-23 was signed on September 12, 2023 to move ARPA Funds from General Fund to W&S Funds. This resolution had an error and Resolution 1580-23 is to replace this resolution and correct the accounting transaction.

SUMMARY

This is a correction of a previous resolution moving ARPA Funds from the General Fund to W&S.

RECOMMENDATION

Recommend approval.

ATTACHMENTS

1. Resolution # 1580-23

RESOLUTION NO. # 1580-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON,
FLORIDA, AMENDING THE FISCAL YEAR 2023 BUDGET, CHANGING
THE ESTIMATED TOTAL REVENUES AND EXPENDITURES
OF VARIOUS FUNDS
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, changes in anticipated revenues and expenditures of the City of Milton, necessitates a revision of the Appropriations for Fiscal Year 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milton, Florida, in open meeting duly assembled

Section 1. The following funds are revised as specified herein:

FUND: General Fund				
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-101-36-00	ARPA Account	\$ 5,270,583.00	\$ (5,270,583.00)	\$ -
001-0000-361-10-00	Interest Income	\$ 139,416.32	\$ (139,416.32)	\$ -
	Total		\$ (5,409,999.32)	
001-0000-223-00-00	Deferred Revenue	\$ 5,270,583.00	\$ (5,270,583.00)	\$ -
001-0581-581-91-43	Transfer to the W&S Fund from the General Fund	\$ -	\$ 5,410,000.00	\$ 5,410,000.00
001-0000-389-90-01	Funds Forward		\$ 5,410,000.00	\$ 5,410,000.00
	Total		LINE ITEM TOTAL----- \$ 16,212,888.73	
FUND: W&S Fund				
403-0000-101-36-00	ARPA Account	\$ -	\$ 5,270,583.00	\$ 5,270,583.00
403-0000-361-10-00	Interest Income	\$ -	\$ 139,416.32	\$ 139,416.32
	Total		\$ 5,409,999.32	
403-0000-223-00-00	Deferred Revenue	\$ -	\$ 5,270,583.00	\$ 5,270,583.00
403-0000-381-01-00	Transfer from the General Fund to the W&S Fund	\$ -	\$ 5,410,000.00	\$ 5,410,000.00
403-0590-590-01-00	Other Contingencies	\$ -	\$ 5,410,000.00	\$ 5,410,000.00
			LINE ITEM TOTAL----- \$ 10,820,000.00	
COMMENTS/EXPLANATION: Move the ARPA Funds + Earned Interest from the General Fund to the W&S Fund. The ARPA Funds are for Water and Sewer Projects. (ARPA) American Rescue Plan Act 2021. This is a correction for Resolution 1577-23 signed on 9/12/23 that had an accounting error.				

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. City staff is hereby authorized to implement changes in funds, accounts, transfers and balances as outlined within this resolution.

Section 4. This resolution shall take effect immediately upon the adoption by the City Council.

Passed and adopted this _____ day of _____, 20____, by the Milton City Council of the City of Milton, Florida.

By: _____
Heather Lindsay, Mayor

ATTEST:

Heidi Sroka, Interim City Clerk



Agenda Item # 2023-2019

Public Information Officer Report

MEETING DATE

October 10, 2023

PREPARED BY

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Sept. Public Information Report (2)

Public Information Report

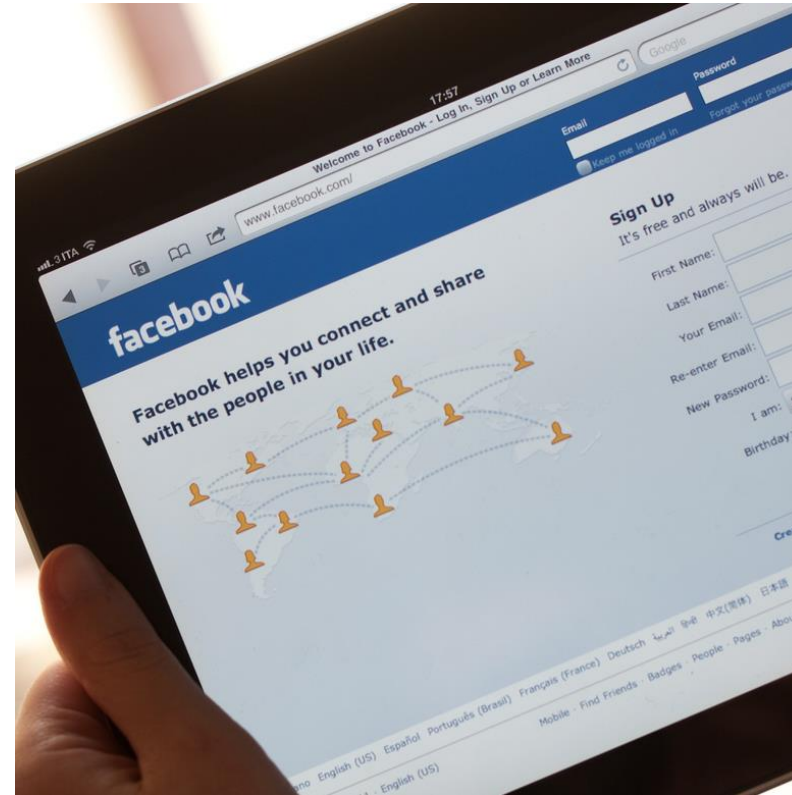
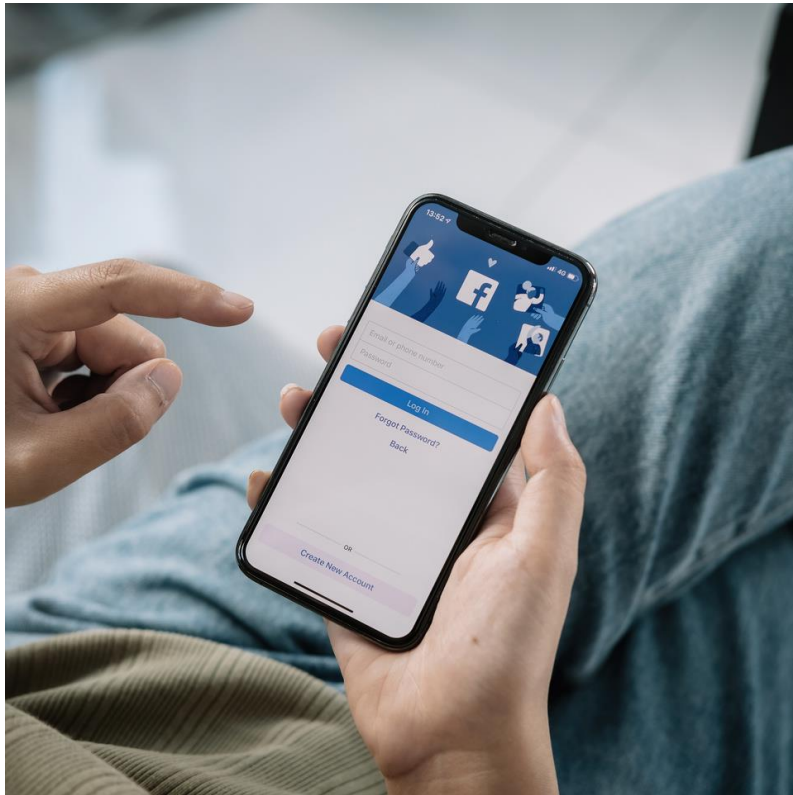
Sept - Oct 2023

Presented By : Bethany Anderson



Social Media Monthly Report

Previous 28 Days



**New Followers:
+178**

**Post Engagement:
10K**

**Post Reach:
30K**

Presented By : Bethany Anderson

Top Social Posts

Sept - Oct 2023

#1

**Fall Festival
12K Views**



#2

**Market
8K Views**



#3

**Bands
7K Views**



#4

**Wreaths
3K Views**



Presented By : Bethany Anderson

Public Relations

Promoted Events

Basketball Registration

Bands on the
Blackwater

RSVP Health &
Wellness Expo

Tax free days

Oktoberfest

Market at Milton

Saturday Market

Cub Scouts

Fall Festival

City Hall Payment Portal
Alerts

Splashpad Closed

City of Milton Jobs

NAS Whiting field SAPR

Coming up

Oct. - Nov. 2023

- **Market: Car Show & Trunk or Treat, Oct 26th, 5PM - 8 PM**
- **Blackwater Food Truck Festival Oct 21st, 11 AM - 6 PM**
- **Fall Fest, Oct 28th, 4 PM**





Agenda Item # 2023-2005

KSRB Butterfly House Vivarium Project - Stormwater Request

MEETING DATE

October 10, 2023

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Since March of 2022, staff has been working with representatives of Keep Santa Rosa Beautiful pertaining to the construction of a new vivarium to accompany the Butterfly House facility at 4966 Henry Street. This project is nearing completion, but stormwater issues remain based upon staff's review of the original plans that proposed a stormwater pond to be constructed as a part of this development.

SUMMARY

When this project was approved in March 2022, the applicant was authorized to move forward with the construction of the vivarium provided that the stormwater pond was to be constructed at the same time. Since that time, the applicant has modified the stormwater plans to remove the proposed pond and request a waiver from the City's stormwater management requirements as shown in the attached letter from Mr. Kifayat Khan, PE. Upon review of the modified plans, the city's stormwater engineer has indicated that the project is not eligible for a waiver. The first drawing attached to this item shows the original site layout with the proposed stormwater pond, and the second drawing shows the modified site layout with the removed stormwater pond, and applies to the waiver request. Also attached is the recommendation from the city engineer, Ken Horne, to the stormwater waiver request. The final attachment is an email from Terry Wells of the NFWFMD regarding the vivarium project. Because this project does not qualify for a stormwater waiver, staff is unable at this time to authorize the release of a final certificate of occupancy for the vivarium building.

RECOMMENDATION

Staff awaits council direction.

ATTACHMENTS

1. City document9112023
2. Ken Horne Butterfly Recommendation
3. NFWFMD Wells Email



SUN ENGINEERING & CONSTRUCTION MANAGEMENT CORPORATION

1410 Glenmore Dr., Cantonment, FL. 32533

O: (850) 623-2232 M: (850) 525-6612

Email: kkhan@secmcorp.com

Mr. Tim Milstead (Planning Director)

Date: September 11, 2023

City of Milton P & D Department.

6738 Dixon St.

Milton, FL. 32570

Reference: Butterfly House Phase 1 development. Pond Waiver Request.
4966 Henry St., Milton, FL 32570

Dear Milstead,

Due to the funding issues, the Butterfly House cannot complete the project. To generate Funding, the client is requesting get Certificate of Occupancy (CO) for the vivarium which has been completed. I have visited the site on July 27, 2023 and August 29, 2023 to observe any erosion. On August 29, 2023, it was raining and no runoff was noticed from the vivarium. Significant runoff was observed from Henry Road flowing toward vivarium located to the east of the Henry Road. Due to tiered walls around the vivarium runoff has been prevented flowing to other area of the property. In my professional opinion the pond requirement should be waived for vivarium due to the following reasons.

1. Insignificant runoff & sedimentation to surrounding areas.
2. Insignificant contribution to the degradation of the water quality
3. Insignificant adverse impact on a wetland, watercourse or water body.
4. NFWFMD (email) copy is attached.

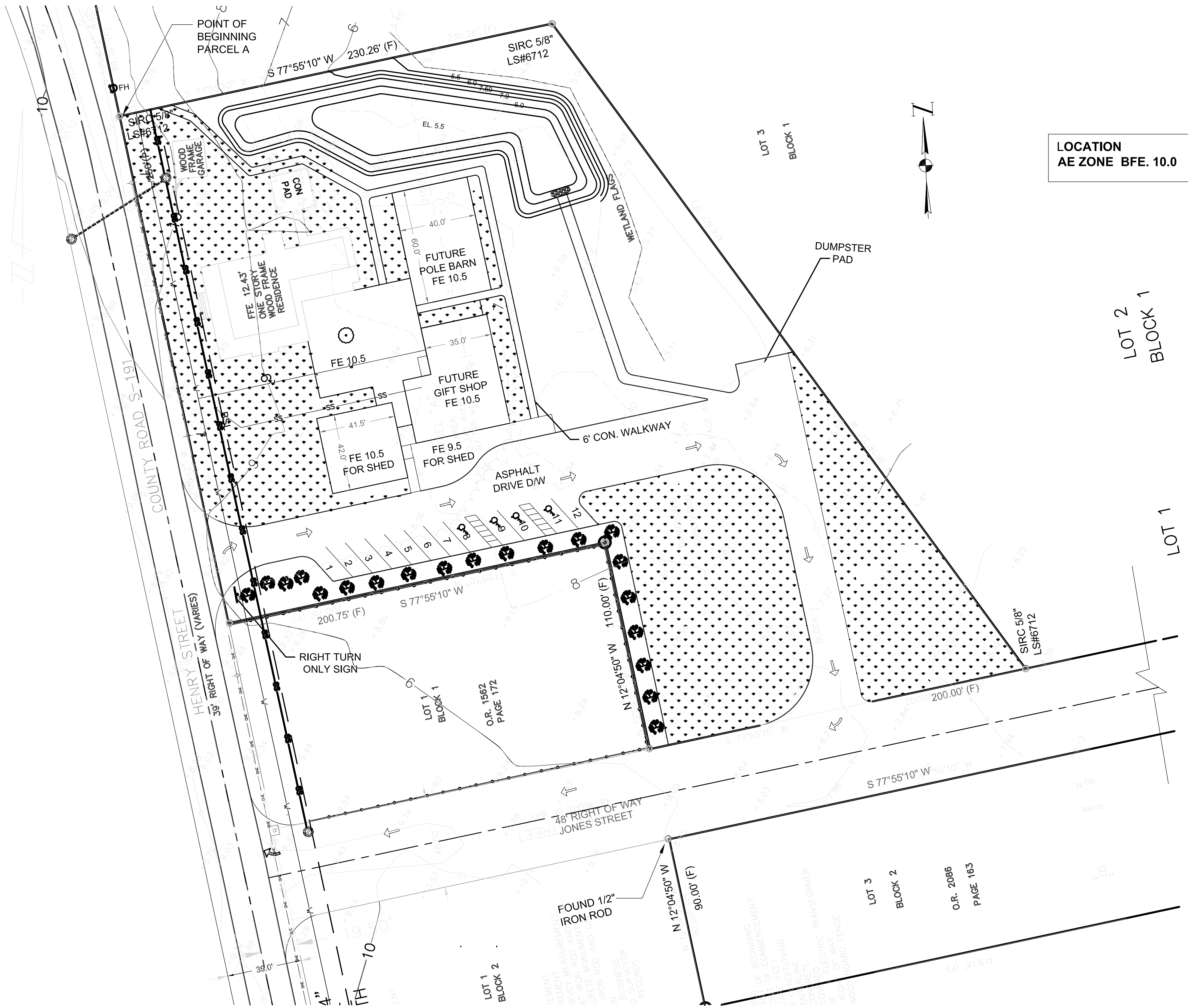
It is understood that prior to additional development, the retention pond must be built on the site according to the approved plans. Thank you very much for your consideration and I hope to receive a positive response.

Sincerely,

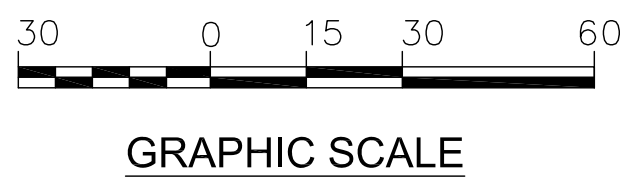
Kifayat Khan, PE

FL. PE # 61293





PROPOSED SITE PLAN
SCALE 1"=30'



GRAPHIC SCALE

LOCATION
AE ZONE BFE. 10.0

GENERAL NOTES:

1. ALL TRAFFIC CONTROL SIGNS AND MARKINGS WILL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCO), FHWA, LATEST EDITION.
2. THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHT-OF-WAY.
3. ALL RESTORED ROADSIDE DITCHES SHOULD BE 6' FROM EDGE OF PAVEMENT AND TOP OF DITCH WHENEVER POSSIBLE AND MAXIMUM OF 3' DEEP WHENEVER
4. WORK WITHIN OR ADJACENT TO R/W SHALL REPAIR / RESTORE EXISTING DRAINAGE SWALES AS NEEDED TO ENSURE ADEQUATE DRAINAGE.
5. R/W SHOULDER STABILIZATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
6. DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE CONTRACTOR PRIOR TO FINAL AS-BUILT SIGN OFF FROM THE COUNTY.
7. PAVE TURNOUT (1" FC-9.5) & RESURFACE EXISTING DRIVEWAY PER FDOT SPECIFICATION BEFORE MARKING. ALL NEW PAVING & RESURFACING SHALL BE PER FDOT SPECIFICATION UNLESS NOTED OTHERWISE.
8. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL CODES AND ALL NECESSARY LICENSES & PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.
9. CONTRACTOR SHALL VISIT JOB SITE BEFORE SUBMITTING BID & ACCEPTING PROJECT.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION & ELEVATION OF OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE PRIOR DIGGING WITHIN R/W.
11. NO DEVIATIONS OR PREVISIONS FROM THESE PLANS BY CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER & REGULATORY AGENCIES.
12. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER & MULCH, HYDROSEED AND /OR SOD.
13. CONTRACTOR SHALL PROVIDE "AS BUILT" DRAWINGS TO COUNTY FOR VERIFICATION AND APPROVAL ONE WEEK PRIOR TO FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY. AS BUILT WILL NOT ACCEPTED UNLESS SIGNED AND SEALED BY REGISTERED FLORIDA PROFESSIONAL ENGINEER.
14. ALL ASPECTS OF THE STORM WATER/DRAINAGE AND TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
15. CONTRACTOR SHALL PROPERLY INSTALL AND MAINTAIN SEDIMENTATION CONTROL MEASURES ON SITE PRIOR TO CONSTRUCTION. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
16. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONTROL STORM WATER DURING ALL PHASES OF CONSTRUCTION AND MUST TAKE ADEQUATE MEASURE TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.
17. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION POND(S) AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED PRIOR TO REQUEST FOR INSPECTION.
18. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURE, TOPO OF POND(S) OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
19. THE OWNER OR HIS AGENT SHALL ARRANGE/ SCHEDULE WITH THE CITY/COUNTY FOR A FINAL OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTION. AS BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.

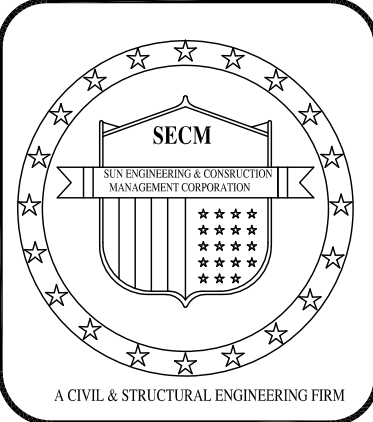
PARKING REQUIREMENTS	
REQUIRED	TOTAL AREA = 3000 SF
3 PER 1000	3X3 = 9+1 HC = 10
PROVIDED	8 + 4 HC = 12

* INCASE OF OVERFLOW OPEN SPACE HAS BEEN PROVIDED



R2
ISSUED FOR PERMIT
DATED 3/29/2021

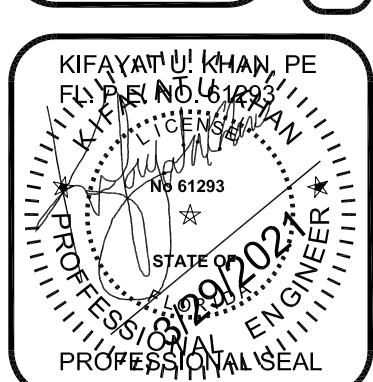
R1
ISSUED FOR PERMIT
DATED 2/15/2021



ISSUE	DESCRIPTION	DATE
R1	REDESIGN POND	2/15/21
R2	FIRE CHIEF COMMENTS	3/29/21

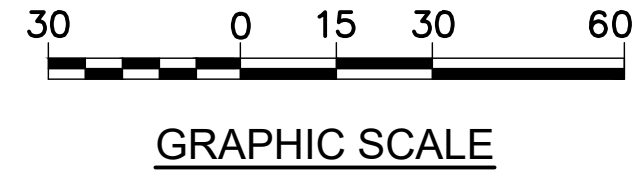
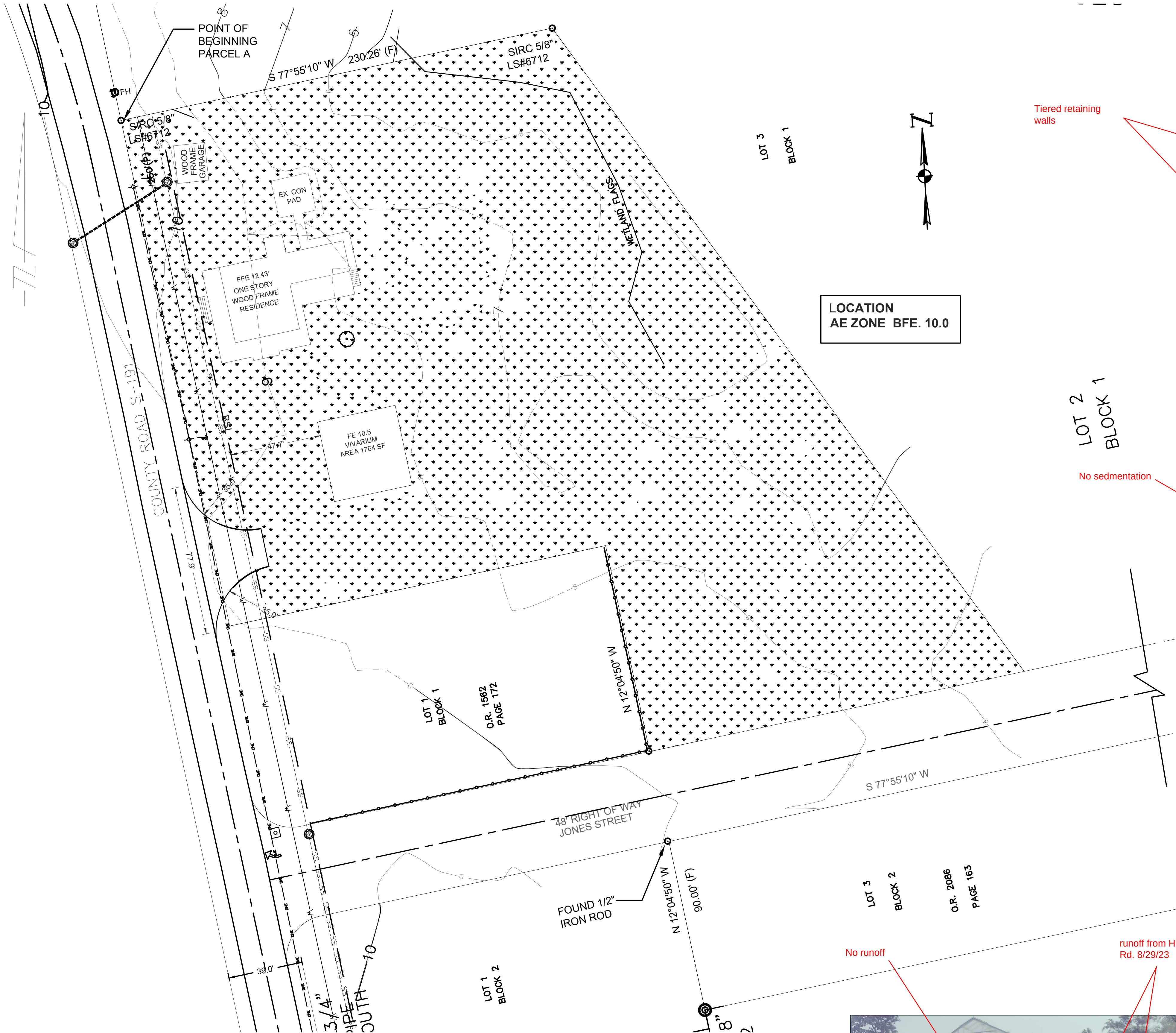
PROJECT NAME: PANHANDLE BUTTERFLY HOUSE	CHECKED BY: KK
& LOCATION: 4966 HENRY ST. MILTON, FL 32570	DRAWN BY:
COUNTY: SANTA ROSA	

SUN ENGINEERING & CONSTRUCTION MANAGEMENT CORP.	SIGNED BY: KK
CIVIL & STRUCTURAL ENGINEERING FIRM	
AUTHORIZATION NO: 26042	
6732 CEDAR RIDGE CIRCLE, MILTON, FL 32570	
PHONE: (850) 623-2232 CELL: (850) 525-6612	
EMAIL: KKHAN@SECMCORP.COM	



DATE: 9-10-2020
PROJ. NO. F20-22

DRAWING NO. C2
PROPOSED SITE
PLAN



PROPOSED PHASE 1 SITE PLAN
SCALE 1"=30'

LOCATION
AE ZONE BFE. 10.0



No runoff



runoff from Henry Rd. 8/29/23

LOT 2
BLOCK 1

No sedimentation



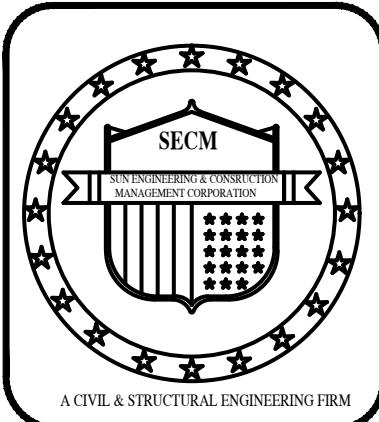
Runoff from adjacent property



Tiered retaining walls



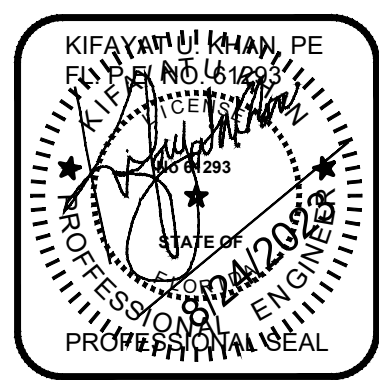
- GENERAL NOTES:**
1. PICTURES WERE TAKEN ON 7/28/2023 DURING THE SITE VISIT. THE WEATHER WAS CLEAR.
 2. PICTURE WAS TAKEN ON 8/29/2023 DURING RAIN OF THE SITE VISIT.



ISSUE	DESCRIPTION	DATE
REVISIONS		

PROJECT NAME: PANHANDLE BUTTERFLY HOUSE
4966 HENRY ST.
MILTON, FL. 32570
COUNTY: SANTA ROSA

SUN ENGINEERING & CONSTRUCTION MANAGEMENT CORP.
CIVIL & STRUCTURAL ENGINEERING FIRM
AUTHORIZATION NO: 26042
6732 CEDAR RIDGE CIRCLE, MILTON, FL. 32570
PHONE: (850) 623-2232 CELL: (850) 525-6612
E-MAIL: KKHAN@SECMCORP.COM



DATE: 9-10-2020
PROJ. NO. F20-22

DRAWING NO.

Kifayat Khan, PE

From: Duc Le <Duc.Le@nwfwater.com>
Sent: Wednesday, September 6, 2023 10:00 AM
To: kkhan@secmcorp.com
Cc: Dana Palermo
Subject: Re: Butterfly Project.

Good Morning Mr. Khan,

Since it appears Phase 1 consisting of the construction for the Vivarium only, it appears that proposed activities of Phase 1 are under permitting thresholds in accordance with Rule 62-330.020, F.A.C. Therefore, no permit is required at the State level at this time for Phase 1.

When enough funding has been secured for Phase 2, the remaining development will require an Environmental Resource Permit to be permitted by the NFWFMD for the entire project site.

If you have any additional questions, please let us know.

Respectfully,

Duke N. Le, E.I. / Engineer II
Northwest Florida Water Management District (NFWFMD)
Direct: 850.951.4670 – DeFuniak Springs Field Office

From: Dana Palermo <Dana.Palermo@nwfwater.com>
Sent: Monday, September 4, 2023 4:35 PM
To: Duc Le <Duc.Le@nwfwater.com>
Subject: Fwd: Butterfly Project.

Dana R. Palermo, P.E.
Chief, Bureau of Environmental Resource Permitting

From: Kifayat Khan, PE <kkhan@secmcorp.com>
Sent: Monday, September 4, 2023 4:34:55 PM
To: Dana Palermo <Dana.Palermo@nwfwater.com>
Subject: Butterfly Project.

Dana,

Hope you are doing well. The Butterfly project is running into issues due to funding. Please review attached letter and modified plan. The city will have no objection to the client request after blessing from your office. Acknowledgment is appreciated.

Regards,



Kifayat Khan, PE (Principal)

Tel: 850-623-2232

Cell: 850-525-6612

(A known firm for services excellency)

www.secmcorp.com

Tim Milstead

From: Ken Horne <ken@kh-a.com>
Sent: Friday, September 22, 2023 12:08 PM
To: Tim Milstead
Subject: Re: FW: Butterfly request.
Attachments: image003.jpg

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

While the request does not qualify for a "waiver" from your LDC as it is written (see snip from the LDC provided below), I have no objection to the City allowing the Owner to defer the completion of their stormwater plan until the Phase 2 portion of their project is implemented.

I would recommend communicating to them that any adverse runoff-related impact to wetlands, waterbody, or neighboring property realized from their work completed to-date would negate the deferral and necessitate the completion of the full plan within 180 days.

c. Waivers of the stormwater management plan submission or requirements shall **only apply to those developments, which limit the increase in impervious surfaces to 500 square feet or less** and those that limit increases to 1,000 square feet or less of pervious surfaces. If a waiver is provided, the owner assumes the engineer's responsibility.

Ken

Kenneth Horne & Associates, Inc.
7201 North Ninth Avenue, Suite 6
Pensacola, FL 32504
850-471-9005 P
850-471-0093 F

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On Tue, Sep 19, 2023 at 12:51 PM Tim Milstead <tmilstead@miltonfl.org> wrote:

Ken

Attached is a modified request for the stormwater portion of Keep Santa Rosa Beautiful's Vivarium project. They are requesting a stormwater waiver, and have provided the attached documentation to support the request. I'll give you the chance to take a look at the request, and will try to call in a day or two to discuss further. Thanks!

Tim Milstead

From: Bob <bobsautoshop2@gmail.com>
Sent: Thursday, October 5, 2023 11:40 AM
To: Tim Milstead
Subject: Fwd: FW: 62-330
Attachments: 62-330.doc

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

----- Forwarded message -----

From: **Terry Wells** <Terry.Wells@nwfwater.com>
Date: Mon, Oct 2, 2023 at 3:29 PM
Subject: FW: 62-330
To: bobsautoshop2@gmail.com <bobsautoshop2@gmail.com>

Afternoon Bob,

Per our conversation and looking at the design the vivarium, without any additional impervious area, would be exempt from the stormwater requirements. Please refer to the attached Rule 62-330.020, F.A.C - Regulated Activities.

Regards,

Terry Wells

Deputy Director-Environmental Resource Permitting.



Agenda Item # 2023-2008

Sexual Assault Prevention & Awareness

MEETING DATE

October 10, 2023

PREPARED BY

Molly Turnes, Admin
Assistant/Permit Clerk/Assistant
City Clerk

BACKGROUND

Dedicate a bench in the City of Milton in honor of sexual assault prevention and awareness.

SUMMARY

Dedicate a bench similar to Whiting Field's in honor of sexual assault prevention, awareness and support of victims. Whiting Field's bench reads:

"This is a contemplative space that seeks to honor and support survivors of sexual assault and remind us of our obligations to the safety and wellbeing of all in our community. We hope you will engage with this space in whatever way feels right for you and seek support as you need. 24/7 support is available from these resources: DOD Safe Helpline 877-995-5247; CVA: 850-324-4818; SARC: 850-499-5710."

RECOMMENDATION

ATTACHMENTS

None