



EXECUTIVE COMMITTEE MEETING
Regular Meeting Agenda

January 2, 2024
5:30 PM
6738 Dixon Street
Milton, FL 32570

- 1. Open Meeting**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
 - Recommendation for additional items from the staff.
 - Recommendation for additional items from the Council.
- 5. Recognitions, Proclamations & Awards**
- 6. Public Hearings/Meetings**
- 7. Invited Speakers**
- 8. Persons to Appear**
- 9. Ordinances & Resolutions**
 - Item # 2023-2088
Ordinance 2000-23 City Council Meeting Agenda Format - First Reading
 - Item # 2023-2089
Ordinance 2001-23 City Council and City Boards Procedural Rules - First Reading
 - Item # 2023-2177
Resolution 1591-23 Authorizing City Manager to Negotiate & Execute Lease for Office Space
- 10. City of Milton Events**
 - Events Coordinator, Jay Conrad
 - Item # 2023-2171
SEPA - Tiny Acres Horse Rescue Fundraiser (2/9 & 2/10, 2024)
 - Item # 2023-2172
SEPA - Old Fashion 5k (5/25/24)
- 11. Finance, Planning Board**
 - Councilman Michael Cusack
- 12. Administration, Emerald Coast Regional Council**
 - Councilwoman Marilyn Farrow
- 13. Parks & Recreation, Community Improvement Board**
 - Councilman Gavin Hawthorne
- 14. LEAP**

- 15. Board of Adjustments**
Councilman Matthew Jarrett
- 16. Historic Preservation Board, Transportation Planning Organization**
Councilwoman Roxanne Meiss
- 17. Growth, Development & Annexation, Tourist Development Council**
Councilman Jeff Snow
- 18. Public Works**
Councilman Casey Powell
- 19. Mayor Report: Public Safety, Ordinance Committee**
Mayor Heather Lindsay
- 20. City Attorney's Report**
- 21. City Manager's Report**
- 22. Public Input**
- 23. 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 # 2023-2088

Ordinance 2000-23 City Council Meeting Agenda Format - First Reading

MEETING DATE

January 2, 2024

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

Staff recommends approval

ATTACHMENTS

None



Agenda Item # 2023-2089

Ordinance 2001-23 City Council and City Boards Procedural Rules - First Reading

MEETING DATE

January 2, 2024

PREPARED BY

Molly Turnes, Executive Assistant / Interim City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

Staff recommends approval

ATTACHMENTS

None



Agenda Item # 2023-2177

Resolution 1591-23 Authorizing City Manager to Negotiate & Execute Lease for Office Space

MEETING DATE

January 2, 2024

PREPARED BY

Molly Turnes, Executive
Assistant / Interim City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

Staff recommends Approval

ATTACHMENTS

1. Resolution 1591-23 Office Rental Property Agreement
2. 6640 Justice Avenue Lease Draft

RESOLUTION NO. 1591-23

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, CITY COUNCIL AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE FOR OFFICE SPACE AT 6640 JUSTICE AVENUE, MILTON, FL 32570.

WHEREAS, several city departmental, administrative and support offices are located at city hall, and

WHEREAS, the office configurations and office spaces at city hall are no longer sufficient to meet the needs for the professional administration of the city, and

WHEREAS, an operational review of the jobs and tasks performed within city hall has revealed that there is no suitable reallocation or relocation of staff without obtaining additional office space, and

WHEREAS, every effort has been made to ensure that the leasing of office space will result in improved services for the city and improved administrative services at city hall, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA, AS FOLLOWS:

The City of Milton city council hereby authorizes the city manager to negotiate and execute a lease for approximately 1,923 square feet of office space at 6640 Justice Avenue for the purpose of relocating the planning department and office of economic development to that location, and

BE IT FURTHER RESOLVED that the lease shall be for an initial term of three (3) years, renewable in three (3) year increments, and that the initial term of the lease shall not exceed \$5,530 monthly to be payable in annual installments.

Approved and adopted this _____ day of _____, 2024.

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective the ____ of _____, 2024 is made between Smooth Property Management Inc. its successors and assigns (hereinafter referred to as “LESSOR”), and The City of Milton, FL (hereinafter referred to as “LESSEE”), for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, LESSOR and LESSEE covenant and agree as follows:

1. LEASED PROPERTY. LESSOR hereby leases to LESSEE, and LESSEE hereby lets from LESSOR, approximately 1923 square feet of real property, as shown in Exhibit "A" in Santa Rosa located at 6460 Justice Ave, 1st Floor, Milton, FL 32570 hereinafter called “Leased Property”.

2. LEASE TERM. The Lease Term shall be 36 MONTHS with RENTAL COMMENCEMENT DATE TO BE THE DATE FIRST WRITTEN ABOVE (the “Lease Term”).

3. RENT. The monthly Minimum Rent shall be as follows:

- a. MARCH 1, 2024 - FEBRUARY 29, 2025, \$5,530 BASE RENT PLUS SALES TAX
- b. MARCH 1, 2025 - FEBRUARY 28, 2026, \$5,530 BASE RENT PLUS SALES TAX
- c. MARCH 1, 2026 - FEBRUARY 28, 2027, \$5,530 BASE RENT PLUS SALES TAX

All payments of Rent shall be in good funds and lawful money of the United States of America and shall be delivered on the 1st day of each month hereafter to LESSOR at Smooth Property Management Inc., 10006 Cross Creek Blvd, Suite 437, Tampa, FL 33647, unless otherwise notified by LESSOR in writing, in which event all payments of Rents shall be delivered to LESSOR at such other place as may be designated by LESSOR in writing.

3.1 MINIMUM RENT. LESSEE covenants and agrees to pay to LESSOR the “Minimum Rent” without set off, deduction or demand.

3.2 ADDITIONAL RENT. Any payments required to be made to LESSOR by LESSEE other than Minimum Rent shall be deemed Additional Rent (all types of Rent to be collectively referred to as “Rents”), whether or not designated as such other, and shall be due and payable, with all applicable sales and/or rent taxes thereon, without any demand, set-off, or deduction whatsoever, at the times provided herein, or if no time is provided herein, on demand, or together with the next succeeding installment of Minimum Rent, whichever shall first occur.

3.3 PAST DUE RENTS. If LESSEE shall fail to pay the full amount of Rents within five (5) days after they are due, LESSEE shall be obligated to pay a late payment charge equal to then (10%) percent of the amount of payment due, to reimburse LESSOR for its administrative costs and not as a penalty. It is agreed that the late payment charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. If LESSEE shall fail to pay the full amount of Rents within ten (10) days after they are due, LESSEE shall be in default and LESSOR will be entitled to remedies provided in Section 17 of this lease.

LESSEE further agrees to pay \$50.00 for each dishonored bank check as an administrative charge and not as a penalty.

3.4 **SECURITY DEPOSIT.** As security for LESSEE's performance under this Lease for both monetary and non-monetary obligations, LESSEE has this date paid to LESSOR the sum of \$5,530 (the "Security Deposit"). If upon expiration of this Lease by operation of its terms, LESSEE has fully performed all of its duties and responsibilities under this Lease, LESSOR shall return the Security Deposit to LESSEE. If LESSEE has not fully performed all of its duties and responsibilities under the lease, then LESSOR may utilize all or such part of the Security Deposit as necessary to cause LESSEE to be in compliance with its obligations under the terms of this Lease. Notwithstanding anything set forth above to the contrary, this Section 3.4 shall not in any way limit the amount of damages which may be collected by LESSOR against LESSEE in the event of any default under the Lease by LESSEE. LESSEE hereby waives any requirement that LESSOR hold the Security Deposit in a separate account or to pay interest on the Security Deposit, and LESSEE hereby acknowledges and agrees that no interest shall be payable to LESSEE on the Security Deposit and that LESSOR may commingle the Security Deposit with LESSOR's other funds.

4. **NET LEASE ARRANGEMENT.** This lease shall be a gross lease and this section has been intentionally removed.

5. **TAXES.** LESSEE shall pay all sales or use tax required on any Rent, and LESSEE'S inventory, fixtures, furnishings, equipment, and all other property of LESSEE.

6. **INSURANCE.** LESSEE, at LESSEE's own cost and expense, shall provide and keep in force a Comprehensive General Public Liability Insurance policy with an insurance company satisfactory to LESSOR and in standard form with minimum limits of liability in an amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) with respect to any one occurrence and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) aggregate with Windermere LLC AS ADDITIONALLY INSURED. All Comprehensive General Liability Insurance to be procured by LESSEE as set forth herein shall be issued in the names and for the benefits of LESSOR, its designees, and LESSEE by one or more responsible insurance companies satisfactory to LESSOR and licensed to do business in Florida. The Comprehensive General Liability insurance policy specifically shall insure LESSEE's liability under Paragraph 7 below ("Indemnity").

7. **INDEMNITY.** LESSEE agrees to indemnify, defend and hold harmless, LESSOR from and against any and all claims, demands, fines, lawsuits, actions, proceedings, orders, decrees, and judgment of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly from or on account of any occurrence in, on, at or from Leased Property or occasioned wholly or in part through the use and occupancy of the Leased Property or any improvements therein or appurtenances thereto, or by any act or omission of LESSEE or any sub-LESSEE, concessionaire, or licensee of LESSEE, where their respective employees, agents, contractors, or invitees in, on, at, or from the Leased Property or its appurtenances.

8. MAINTENANCE AND REPAIRS. LESSEE, at LESSEE's own cost and expense, agrees to keep and maintain the interior of the Leased Property and each and every part thereof in good order and condition, and subject to the terms of this Paragraph, to make all repairs and replacements thereto and to the fixtures and equipment therein and the appurtenances thereto. LESSEE responsibility for repairs related to electrical, plumbing and hvac will be capped annually at two thousand dollars as long as the repairs are not necessitated by LESSEE. Further, LESSEE shall, at LESSEE's own cost and expense, ensure the fire protection requirements, including but not limited to, annual inspections and fire extinguisher refills, for the Leased Property are satisfied. Notwithstanding the preceding, LESSEE shall be responsible for all structural repairs arising directly from LESSEE's use of the Leased Property or arising from any structural damage caused by LESSEE or its invitees or licensees. LESSEE shall not be responsible for any repairs arising from instances beyond LESSEE's control that were not caused by LESSEE or its invitees and licensees. LESSEE agrees to make no alterations, improvements, or additions in or to the Leased Property, nor install any equipment therein (other than trade fixtures) without, in each instance, obtaining LESSOR's prior written approval thereof. Any alterations, improvements, added fixtures or other additions to the Leased Property shall remain a part of the Leased Property and shall revert to LESSOR at the expiration of the Lease Term. LESSEE shall pay and discharge all costs, expenses, damages, and other liabilities that may arise in connection with or by reason of such alterations, improvements, or additions. If LESSEE shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease, or to comply with the provisions of this Paragraph 8, or if LESSOR must make any repairs by reason of any act, omission, or negligence of LESSEE, or any sub-LESSEE, concessionaire, or licensee of LESSEE or their respective employees, agents, invitees, or contractors, LESSOR shall have the right, at its option, to make such repairs or to comply with the provisions of this Lease on behalf of and for the account of LESSEE and to enter the Leased Property for such purposes, and shall have the right to add the cost and expense thereof to the next installment of the fixed Minimum Rent due and LESSEE agrees to pay such amount as Additional Rent hereunder, but nothing contained in this paragraph shall be deemed to impose any duty on LESSOR or affect in any manner the obligations assumed by LESSEE hereunder. Notwithstanding any of the foregoing in paragraph 8, LESSOR shall be responsible for the grounds, parking lot, roof, exterior walls and interior common areas of the Leased Property.

If LESSOR is requested to perform repairs which are not LESSOR's responsibility, then Tenant agrees to reimburse LESSOR for all costs and expenses of LESSOR in performing such repairs and maintenance no later than five (5) days after LESSEE receives a request for reimbursement from LESSOR. LESSOR shall not be liable for any failure to make any repairs or to perform any maintenance. There shall be no abatement of Rent and, except for the gross negligence or willful misconduct of LESSOR or its employees, no liability of LESSOR by reason of any injury to or interference with LESSEE's business arising from the making of any repairs, alterations or improvement in or to any portion of the Premises or in or to fixtures, appurtenances and equipment therein; provided, that LESSOR, its employees, agents and contractors use reasonable efforts not to unreasonably interfere with LESSEE's business in exercise of LESSOR's rights or obligations hereunder.

9. SUBLETTING AND ASSIGNMENT. LESSEE may not sublet all or any portion of the Leased Property or assign this Lease or any portion of it without prior written permission and consent of LESSOR, which shall not be unreasonably withheld, and with such conditions that LESSOR may impose. Any sublease or assignment of this Lease or any portion of it without the prior written permission and consent of LESSOR shall be void.

10. USE OF LEASE PROPERTY. The Lease Property shall be used as a City Offices and any reasonably related activities, and for no other purpose. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property.

11. PUBLIC LIABILITY. LESSEE shall be deemed to be in exclusive control and possession of the Leased Property and LESSOR shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the Leased Property, nor or any injury or damage to the Leased Property. nor to any property of LESSEE, or of any other person. Lessor shall not be liable for any injury or damage to any person or property in or about the Leased Property, whether belonging to LESSEE or any other person, caused by any fire, breakage, leakage, defect (latent or otherwise) or bad condition in any part or portion of the Leased Property. The provisions herein permitting LESSOR to enter and inspect the Leased Property are made solely for the purpose of enabling LESSOR to become informed as to whether or not LESSEE is complying with this Lease.

12. NO WAIVER. The failure of LESSOR or LESSEE to insist upon strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have against the other and shall not be deemed a waiver of any subsequent breach of default in any of such agreements, terms, covenants and conditions.

13. UTILITIES. LESSOR agrees to obtain utilities in its own name and pay all gas, electric, and water rate charges which are payable during the Lease Term, and all other utility charges incurred with respect to the Leased Property.

14. WARRANTIES AND CONDITIONS OF THE PROPERTY. LESSOR makes no warranty as to the condition of the Leased Property. LESSEE has inspected the Leased Property and agrees that the same is now in a tenantable and good condition. LESSEE accepts the Leased Property on an "as is", "with all faults" basis, without any warranty whatsoever as to the present physical condition of the real or personal property by the LESSOR. Any and all improvements currently existing and constructed, renovations made, or fixtures installed on the Premises by LESSEE (including, but not limited to, all paneling, railing, carpeting or other floor coverings, partitions, built-in shelving, counters and signs and fixtures which are equipment and other items which are attached to the Premises), shall be deemed to be the property of LESSOR and at all times during the term of this Lease and, thereafter, shall be surrendered with the Premises at the termination of this Lease. However, by written notice to LESSEE within thirty (30) days after the termination of this Lease, LESSOR may require LESSEE to remove at LESSEE's expense any or all fixtures, installations, renovations or improvements placed on the Premises by LESSEE during the term of the Lease, in which event LESSEE shall remove the designated items within fifteen (15) days after receipt of such notice from LESSOR and LESSEE shall

repair any damage caused to the Premises by such removal. LESSEE agrees that all property of any kind that may be of the Leased property during the continuance of this Lease shall be at the sole risk of LESSEE, and LESSOR shall not be liable to LESSEE or any other person for injury, loss, or damage to the Leased Property, or to any person on the Leased Property.

If the improvement or alteration results in an increase in real property taxes, the amount of the increase will be paid by LESSEE as additional rent.

15. RIGHT OF INSPECTION. LESSOR shall have the right of inspection of the Leased Property to ascertain that it is being maintained in a proper state of repair and that it is being used in accordance with this Lease.

16. EVENTS OF DEFAULT. LESSEE will be deemed in default of this Lease if:

- (a) LESSEE fails to pay Rent within ten (10) days after payment is due;
- (b) LESSEE fails to perform LESSEE'S obligations or comply with any agreement or condition of this Lease other than the payment of Rent, for fifteen (15) days after demand for performance by LESSOR;
- (c) At any time during the Lease Term, a petition shall be filed either by or against the LESSEE, in any court, or pursuant to any statute of the United States, any state, or the District of Columbia, whether in bankruptcy, reorganization, insolvency, or for the appointment of a receiver of the LESSEE'S property;
- (d) LESSEE is adjudicated bankrupt or insolvent or is placed in liquidation; or
- (e) LESSEE shall make a general assignment for the benefit of creditor or if a receiver or trustee be appointed for the LESSEE'S property.
- (f) At LESSOR'S option, pursuant to Paragraph 22 of this Lease, LESSEE causes the filing of a construction lien or similar lien on the Leased Property.

17. REMEDIES OF LESSOR. In the event of default by LESSEE, LESSOR will have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

- (a) To perform any act or do anything required under this Lease to be performed by LESSEE, and to recover the cost thereof from LESSEE.
- (b) To accelerate the maturity of all Rent due and to become due during the remainder of the Lease Term
- (c) To terminate the Lease, re-enter, and re-let the Property for the account of LESSOR. LESSOR will be entitled to recover from LESSEE all damages that result from LESSEE'S default.
- (d) To keep the Lease in force, re-enter, and re-let the Property for the account of LESSEE for a period equal to, or greater or less than, the remainder of the Term, at such rental and on such terms and concessions as LESSOR deems reasonable. LESSOR will not be liable for failure to re-let the Property, or, in the event of re-letting, for failure to collect rent therefore.
- (e) To keep the Lease in force and to recover from LESSEE the Rent and any other sum due from LESSEE each month or less frequently at the election of LESSOR, or to recover the entire sum due at the expiration of the Term.
- (f) To recover from LESSEE all expenses including reasonable costs and charges for repairs to the Leased Property, which amounts will become due when incurred and will become payable to

LESSOR on demand.

(g) To recover reasonable attorneys' fees and costs in connection with any action or proceeding or appeal thereof to enforce this Lease, whether or not the Lease has been terminated, or to secure any rights due LESSOR under this Lease, whether or not any action was instituted.

18. CONDEMNATION, if the whole of the Leased Property shall be taken for any public or quasi-public use under any statute by right of eminent domain or by private purchase in lieu of such taking, this Lease shall terminate on the date when possession shall be taken by the condemning authority and the LESSOR shall be entitled to all damages or proceeds awarded.

19. ENVIRONMENTAL MATTERS; COMPLIANCE WITH ENVIRONMENTAL LAWS. LESSEE shall not use or permit any other party to use the Leased Property for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic waste or substance (collectively, 'Hazardous Substances') or solid waste ("Solid Waste) and shall indemnify and hold LESSOR harmless for any storage or release of any Hazardous Substance or Solid Waste.

20. NOTICE. Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be: (i) delivered in person to the following named parties, (ii) sent by overnight courier service, or (iii) sent by certified or registered United States mail, return receipt requested to the following addresses:

TO LESSOR: SMOOTH PROPERTY MANAGEMENT INC.
10006 Cross Creek Blvd
Suite 437
Tampa, FL 33647
850-789-2845
admin@smoothpm.com

TO LESSEE: The City of Milton
c/o Scott Collins/City Manager
6738 Dixon Street
Milton, FL 32570
citymanager@mymiltonflorida.com

21. HOLDOVER BY LESSEE. If LESSEE continues occupying the Property after the Lease Term ends ("Holdover") then:

- i. if the Holdover is with LESSOR'S written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days advance notice by either party. LESSEE shall pay at the beginning of each month Rent and Additional Rent that is twenty-five (25) percent higher than the amount due in the last full month immediately preceding the Holdover period unless LESSOR specifies a lower or higher Rent and Additional Rent in the written consent:
- ii. if the Holdover is without LESSOR'S written consent, the LESSEE shall be a tenant-at-sufferance. LESSEE shall pay by the first day of each month during the Holdover twice the amount of Rent and Additional Rent due in the last full month immediately preceding the Holdover period and shall be liable for any damages suffered by LESSOR because of

LESSEE'S Holdover. LESSOR shall retain its remedies against LESSEE who holds over without written consent.

22. MECHANIC'S LIEN.

- a. Discharge Lien LESSEE shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Property on LESSEE'S behalf and at LESSEE'S request:
 - i. discharge the lien: or
post a bond equal to the amount of the disputed claim with companies reasonably satisfactory to LESSOR.
If LESSEE posts a bond, it shall contest the validity of the lien. LESSEE shall indemnify, defend, and hold LESSOR harmless from losses incurred from these liens.
- b. LESSOR'S Discharge. If LESSEE does not discharge the lien or post the bond within the twenty (20) day period. LESSOR may pay any amounts, including interest and legal fees, to discharge the lien. LESSEE shall be liable to LESSOR for the amounts paid by LESSOR including interest and legal fees.
- c. Consent not implied. Paragraph 22 is not to be construed as consent to subject LESSOR'S property to these liens. In the event LESSEE causes a lien to encumber the Property, LESSOR shall have the option to enforce subsections (a) and (b) of this Paragraph 22 or treat the filing of a lien as an immediate default on the part of LESSEE, thereby entitling LESSOR to the remedies provided in Paragraph 17 of this Lease.

23. SUBORDINATION. This Lease will be subordinate to any mortgage or other security now existing or later placed upon the property: provided however, that Lessee's right to quiet possession will not be disturbed if Lessee is not in default on the payment of rent or other provision of this Lease.

24. ESTOPPEL CERTIFICATES. LESSOR and LESSEE agree that, at any time during the Lease Term, upon not less than ten (10) days prior written notice from the other, they shall execute and deliver to the requesting party a statement certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, if any, and acknowledging that there are not, to the certified parties knowledge, any uncured defaults by either party, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Leased Property.

26. FORCE MAJEURE. LESSOR and LESSEE shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond their reasonable control, which shall include, without limitation, all labor disputes, governmental regulations or controls. casualty, inability to obtain material or services, and acts of God.

27. TIME OF ESSENCE. Time is of the essence in the performance of all covenants and conditions in this Lease.

28. OPTION NOTICE; RENT DURING EXTENDED PERIOD.

LESSEE shall, provided the Lease is in full force and effect and LESSEE is not in default under and of the terms and conditions of the Lease at the time of notification or commencement, have options(s) to extend this Lease on the same terms and conditions set forth in the Lease, except as modified by the terms, covenants and conditions as set forth below. If LESSEE elects to exercise said options, then LESSEE shall provide LESSOR with written notice no later than the date which is six (6) months prior to the expiration of the term of the Lease. Minimum Rent during such renewal term shall be:

Option 1 to extend lease for period of 3 years

- a. MARCH 1, 2027 - FEBRUARY 29 2028 \$5,696 BASE RENT PLUS SALES TAX
- b. MARCH 1, 2028 - FEBRUARY 28 2029 \$5,867 BASE RENT PLUS SALES TAX
- c. MARCH 1, 2029 - FEBRUARY 28 2030 \$6,043 BASE RENT PLUS SALES TAX

Option 2 to extend lease for period of 3 years

- d. MARCH 1, 2030 - FEBRUARY 28 2031 \$6,224 BASE RENT PLUS SALES TAX
- e. MARCH 1, 2031 - FEBRUARY 29 2032 \$6,411 BASE RENT PLUS SALES TAX
- f. MARCH 1, 2032 - FEBRUARY 28 2033 \$6,603 BASE RENT PLUS SALES TAX

29. **EMERGENCY REPAIRS** If in an emergency it shall become necessary for LESSOR to promptly make any repairs for the protection of the Leased Property, including the contents thereof, LESSOR may, but is not obligated, to proceed to have the repairs made and pay the cost thereof. In such case, LESSEE shall promptly reimburse LESSOR for all costs incurred by such repairs. LESSEE shall not be responsible for the cost of any emergency repairs to the Leased Property due to the actions or negligence of the LESSOR or any other current or future tenant.

30. **GOVERNMENT REGULATIONS.** LESSEE shall promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, and all recorded covenants and restrictions affecting the Premises now in force, or that may hereafter be in force, pertaining to LESSEE or its use of the Premises, and shall faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force. that shall impose any duty on LESSEE concerning the Premises or the use or occupancy of the Premises, including all laws relating to fire and safety, hazardous materials, indoor air quality, and to persons with disabilities, and specifically, but without limitation, alterations and other measures necessary to comply with the ADA. ADA shall mean the Americans with Disabilities Act of 1990 and all similar present or future laws, together with all regulations promulgated under any of the laws. At LESSOR'S option, any required compliance, installation and maintenance may be performed by LESSOR, at LESSEE'S expense, to be paid by LESSEE promptly when billed by LESSOR. LESSOR reasonably believes that the Leased Premises, as of the date first written above, is in compliance with all applicable laws and regulations contemplated by this section.

31. **RADON GAS NOTIFICATION.** According to the Radon Gas legislation that became law as of January 1, 1989. the following legend must appear in at least one document, form or application executed at the time of, or prior to, contract for sale and purchase of any building, or the execution of any rental agreement for any building:

Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.

32. INDEPENDENT REPRESENTATION. The parties hereto acknowledge that each has retained independent representation. or has had the opportunity to retain independent representation but has elected not to, before executing this Lease. As such, nothing in this Lease should be construed for or against either party but instead according to its plain language.

33. ATTORNEY'S FEES AND INTEREST. All Fixed Rent, Additional Rent and other rent and any other costs, expenses, sums or amounts payable or reimbursable hereunder by LESSEE to LESSOR shall be deemed to be rent hereunder whether or not designated as such, which, if not promptly paid on or before the date due, time being of the essence shall bear interest at the maximum rate allowed by law from the date due until paid. In the event that any litigation results that relate to this lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including those costs incurred on any appeal or in bankruptcy.

34. WAIVER OF JURY TRIAL: VENUE AND FLORIDA LAW: The exclusive venue for any lawsuit related to this Lease shall be the Circuit or County Court in the County where the property is located. LESSOR and LESSEE both waive trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease Contract Of any of its provisions. The laws of the State of Florida shall govern the validity, performance and enforcement of this lease.

35. SIGNS: LESSEE to install exterior signage allowable by city and state. LESSEE will not place, maintain, nor permit any sign or awning on any exterior door, wail. or window of the premises without the express written consent of LESSOR, which will not be unreasonably withheld, and of appropriate governmental authorities. A rendering of the sign must be made available for LESSOR to approve.

36. DESTRUCTION OF THE PREMISES: in the event of a partial destruction of the premises during the term, from any cause except acts or omission of LESSEE, LESSOR will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that LESSEE will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of LESSEE on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.

37. MISCELLANEOUS PROVISIONS.

(a) This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

- (b) No relationship as creditor and debtor between the parties has been created or intended to be created by this Lease, the relationship between LESSOR and LESSEE to be solely that as LESSOR and LESSEE. No security agreements or financing statements under the uniform Commercial Code or similar statute is authorized hereby, it being understood, however, that the parties do not intend the foregoing to prevent LESSOR from granting any security interest in its interest in the Leased Property to third parties.
- (c) This Lease may be executed in several counterparts, each of which shall be an original.
- (d) The undersigned parties affirm that they are duly authorized to sign this Lease on behalf of their respective entities.
- (e) Attornment: LESSEE agrees that any grantee of LESSOR'S interest to the property will be substituted as the LESSOR under this Lease, and the original LESSOR will be released of all further liability.
- (f) Subrogation: To the maximum extent permitted by insurance policies which may be owned by the parties, LESSOR and LESSEE waive any and all rights of subrogation against each other which might otherwise exist.
- (g) LESSOR shall allow Lessee's technology department to install any/ all necessary technology and/ or equipment required for our operation
- (h) LESSOR to repair at LESSOR's expense the soffit and fascia, replace missing shutters, install appropriate signage, and secure all wiring to the building
- (i) Lessor will obtain Lessee's written consent approving any new tenant which shall be professional office use and such consent shall not be unreasonably withheld
- (j) Lessee to install two (2) lockable glass doors with metal frames at Lessee's expense to the right and left of the main entrance (See Exhibit A). Style of doors to be agreed to by both parties. Lessor to allow Lessee to add appropriate signage to the doors at Lessee's expense.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the dates hereinafter set forth.

LESSOR:

LESSEE:

Smooth Property Management Inc.

The City of Milton, FL

BY: _____
Signature

By: _____
Signature

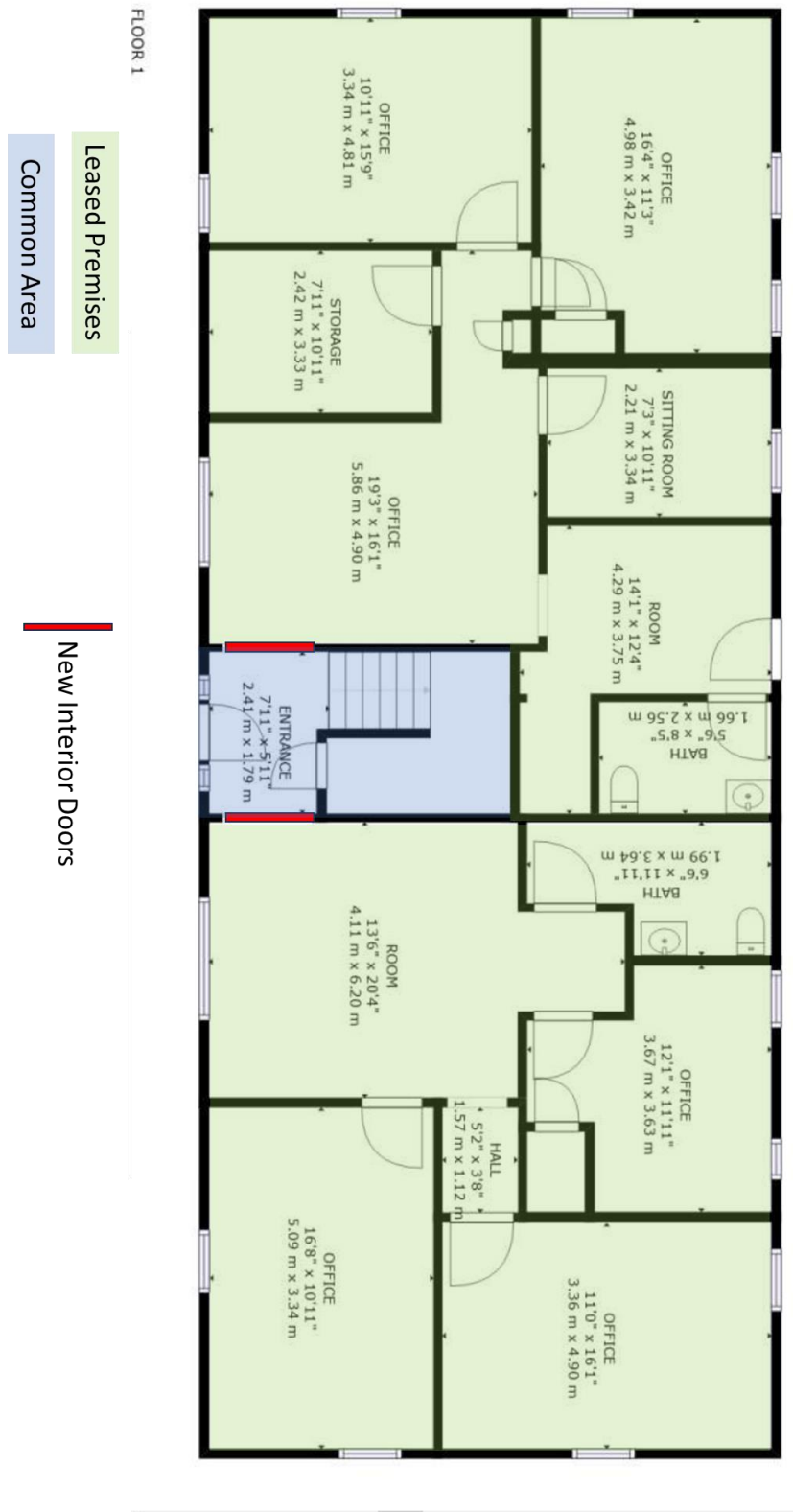
Print Name
Its: Authorized Agent

Print Name
Its: Authorized Agent

Dated: _____

Dated: _____

Exhibit A





Agenda Item # 2023-2171

SEPA - Tiny Acres Horse Rescue Fundraiser (2/9 & 2/10, 2024)

MEETING DATE

January 2, 2024

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This is a fundraising event proposed by a local nonprofit, Tiny Acres of Northwest Florida. Tiny Acres is an equine rescue charity that works to rescue, rehabilitate, and re-home horses that have been neglected or abused or whose owners can no longer take care of them.

This fundraiser event is being planned as a market style event and is working alongside Cynde Watson, who runs the Saturday Market at the Santa Rosa and Elmira St. Parking lot along Highway 90.

The event organizer has requested the use of the following for this event:

- Jernigan's Landing: Riverside and Festival Area - \$250
- Portable Restroom - \$250
- Garbage Cans (10) - \$100

Additionally, the event organizer has requested that the City temporarily lift its animal control ordinance for the duration of the event to allow them to bring some of their rescued horses to the event to interact with the public.

The event organizer also submitted an Outside Agency Funding Application in the hopes that Council will waive the \$600.00 in fees for the event as it is slated as a fundraiser.

SUMMARY

RECOMMENDATION

City staff recommends approval of this item.

ATTACHMENTS

1. Oafa - Tiny Acres Fundraiser 2024
2. SEPA - Tiny Acres Fundraiser 2024



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: Tiny Acres Northwest Florida, Inc.
Address: 5662 Country Squire Drive, Milton, FL 32570
Name of Representative: Rashelle Stewart
Telephone: N/A Cell Phone: 850-736-9384
Email: TinyAcresNWFL@gmail.com
Name of Event/Activity/Project/Program: _____

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

990 E-DocCWJ

OUTSIDE APPLICANT REQUEST

<u>REQUESTED ITEM</u>	<u>TOTAL</u>
<input type="checkbox"/> Cash funding for a project/event (please specify exact amount requested)	\$ 0
<input type="checkbox"/> Use of City Property (please specify location and duration) (cost varies)	\$ 250.00
<input type="checkbox"/> City Bathroom at Jernigan's Landing (\$250) (<i>Non-Profit Only</i>)	\$ 250.00
<input type="checkbox"/> City Bathroom at Alternate Location (\$350) (<i>Non-Profit Only</i>)	\$
<input type="checkbox"/> City Stage (\$350) (<i>Non-Profit Only</i>)	\$
<input type="checkbox"/> City Movie Projection Equipment & Inflatable Screen (\$250) (<i>Non-Profit Only</i>)	\$
<input type="checkbox"/> Utilization of City Insurance (must be approved by City Council in advance)	\$
<input type="checkbox"/> Street Barricades/Cones (\$100/\$10)	\$
<input type="checkbox"/> Electronic Street Informational Sign (\$250 per unit)	\$
<input type="checkbox"/> City Tent (\$500) (<i>Non-Profit Only</i>)	\$
<input type="checkbox"/> Live Music Licensing (\$200) */** (<i>Non-Profit Only</i>)	\$
<input type="checkbox"/> Movie Licensing (at Cost) */** (<i>Non-Profit Only</i>)	\$
<input type="checkbox"/> Parade Package (\$1000) (<i>Non-Profit Only</i>)	\$
<input type="checkbox"/> Tables/Chairs (\$5/table and \$10/10 chairs, rented in counts of 10 only)	\$
<input type="checkbox"/> Tables & Chairs Delivery & Set Up & Retrieval (\$25)	\$
<input type="checkbox"/> Small Generator (\$100)	\$
<input type="checkbox"/> Large Generator (\$250)	\$
<input type="checkbox"/> Generator Power Distribution Panel (\$100)	\$
<input type="checkbox"/> Hose Bib (water distribution system) (\$100)	\$
<input type="checkbox"/> Connection to City Fire Hydrant (\$50 + Metered Rate for Water)	\$
<input type="checkbox"/> Electrical Activation (\$75 + Hourly Rate for Electricity/Connection)	\$
<input type="checkbox"/> Fire/EMS (\$30/hour, min. 2 hours)	\$
<input type="checkbox"/> Police (\$30/hour, min. 4 hours)	\$
<input type="checkbox"/> Public Works Crew (\$25/hour, min. 2 hours)	\$
<input type="checkbox"/> Other City Staff (\$30/hour, min. 2 hours)	\$

Garbage Cans

\$ 100.00

TOTAL AMOUNT OF FUNDING REQUESTED

\$ 600.00

*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?)

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.)

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

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

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			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTAL REVENUE			

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? _____%

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: Tiny Acres Northwest Florida, Inc.

Address: 5662 County Square Drive City: Milton

Phone: 850-736-9384 Email: TinyAcresNWFL@gmail.com

Event POC: Rashelle Stewart

Phone: 850-736-9384 Email: TinyAcresNWFL@gmail.com

Event Information

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

Event Name: Tiny Acres Fundraiser

Event Website/ Event Page: _____

Event Location: Jernigan's Landing Event Date(s) 2/9/24 to 2/10/24

Time of Event: Day 1 2/9/24 to _____ (Day 2 - Optional) 2/10/24 to _____

Setup Date & Time: 8:00 at _____ Teardown Date & Time: 5:00 PM 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) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will equipment from the City of Milton be needed? | (page 3) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will you need the City's Stage? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will there be amplified sound? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you need the City's portable restroom? | (page 3) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will tents larger than 10'x10' be erected? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will inflatable bounce houses be erected? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you be using water slides? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you need City Dumpsters/ Trashcans? | (page 3) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will there be fireworks? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will vendors be selling merchandise, food, or wares? | (page 4) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will food be cooked at the event? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will alcohol be sold or given away at this event? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will animals/ pets be allowed at the event? | (page 4) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will you be using State or County Roads? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will temporary No Parking Signs be utilized? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will an EMT be on site? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you need security? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you require power on-site? | (page 3) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will you require water on-site? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> 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? _____

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:

- | | | | |
|--|-------|---|-------|
| <input type="checkbox"/> North Riverwalk | \$150 | <input type="checkbox"/> North Willing Street | |
| <input type="checkbox"/> South Riverwalk | \$150 | <input type="checkbox"/> South Willing Street | |
| <input type="checkbox"/> Entire Riverwalk | \$250 | <input type="checkbox"/> North Elmira Street | |
| <input type="checkbox"/> N Riverwalk Gazebo | \$50 | <input type="checkbox"/> South Elmira Street | |
| <input type="checkbox"/> S Riverwalk Pavilion | \$50 | <input type="checkbox"/> Imogene Parking Lot | |
| Jernigan's Landing <i>(Downtown event location for the City of Milton. Select all applicable)</i> | | | |
| <input checked="" type="checkbox"/> Riverside | \$100 | <input checked="" type="checkbox"/> Festival Area | \$150 |
| <input type="checkbox"/> Other: _____ | | | |

<u>Requested Items:</u>	<u>QTY</u>		<u>QTY</u>
<input checked="" type="checkbox"/> Portable Restroom <i>(at Jernigan's landing)</i>	\$250(np only)	<input type="checkbox"/> Portable Restroom <i>(at alternate location)</i>	\$350(np only)
<input type="checkbox"/> City Stage 14'x28'	\$350(np only)	<input type="checkbox"/> City Movie System	\$250(np only)
<input type="checkbox"/> Live Music Licensing ***\$200		<input type="checkbox"/> Movie Licensing ***	\$(at cost)(np only)
<input type="checkbox"/> Barricades	\$100 per _____	<input type="checkbox"/> Cones	\$10 per _____
<input checked="" type="checkbox"/> City Garbage Cans	\$10 per <u>(10)</u>	<input type="checkbox"/> Dumpster	\$50 per _____
<input type="checkbox"/> City Tent (40'x40')	\$500(np only)	<input type="checkbox"/> Variable Message Sign	\$250 per _____
<input type="checkbox"/> Large Generator	\$250	<input type="checkbox"/> Small Generator	\$100
<input type="checkbox"/> Generator power distro	\$100	<input type="checkbox"/> Hose-bid water distro	\$100
<input type="checkbox"/> City Hydrant tap fee	\$50 + meter rate	<input type="checkbox"/> 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) Willing St.
- 2) Pine St.
- 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): _____

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 _____ day of _____ in 20__

Name of Special Event _____

Date(s) of Special Event _____

Name of Organization Tiny Acres Northwest Florida, Inc.

Event Organizers Name Rashelle Stewart

Address of Organization 5662 Country Squire Drive, Milton, FL 32570

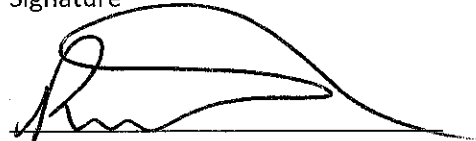
Phone Number 850-736-9384

Email Tinyacresnwfl@gmail.com

Printed Name

Rashelle Stewart

Signature



Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



Agenda Item # 2023-2172

SEPA - Old Fashion 5k (5/25/24)

MEETING DATE

January 2, 2024

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This is a new 5k race event that is tentatively scheduled to take place on Saturday, May 25. The run is expected to take place between 7:00 AM and 10:00 AM, with setup beginning at 4:00 AM and cleanup concluding by 1:00 PM.

The event organizer, Run Different LLC., is a partner to Bodies Race Company which is hosting a race here on March 31st. Their hope is to work alongside BRC to do 5 or six races annually in Milton to help promote active and healthy lifestyles and bring fun, family-oriented fitness to our area.

The event organizer has requested use of the following city properties for this event:

1. Entire Riverwalk (North, South, Gazebo, and Pavilion) - \$250
2. South Willing St. - Road Closure Barricades - \$100

They have not requested the use of any additional city resources for their event.

SUMMARY

RECOMMENDATION

City staff recommends approval of this event.

ATTACHMENTS

1. SEPA - Old Fashion 5k 2024



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL, 32570

850-983-5400 pio@miltonfl.org

Instructions:

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

Applicant & Event Organizer Information

- Individual
 Not-for Profit
 For-Profit
 Charity
 Other: _____

Name of Organization: Run Different LLC

Address: 1412 Park Place Ave. #332. City: Bedford, TX 76022

Phone: _____ Email: _____

Event POC: Michael Reinoehl

Phone: (817) 863-5333 Email: m.reinoehl14@gmail.com

Event Information

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

Event Name: Old Fashion 5K/10K

Event website/ Event Page: _____

Event Location: Riverwalk South Event Date(s) 05/25/24 to 05/25/24

Time of Event: Day 1 7am to 10am (Day 2 - Optional) _____ to _____

Setup Date & Time: 05/25/24 at 4am-8am Teardown Date & Time: 05/25/24 at 11am - 2pm

Estimated Attendance: Approx. 100-200 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) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will equipment from the City of Milton be needed? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you need the City's Stage? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will there be amplified sound? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you need the City's portable restroom? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will tents larger than 10'x10' be erected? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will inflatable bounce houses be erected? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you be using water slides? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you need City Dumpsters/ Trashcans? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will there be fireworks? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will vendors be selling merchandise, food, or wares? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will food be cooked at the event? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will alcohol be sold or given away at this event? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will animals/ pets be allowed at the event? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you be using State or County Roads? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will temporary No Parking Signs be utilized? | (page 4) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will EMT be on site? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you need security? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you require power on-site? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will you require water on-site? | (page 3) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> 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? _____

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:

- | | | | |
|--|-------|--|-------|
| <input type="checkbox"/> North Riverwalk | \$150 | <input type="checkbox"/> North Willing Street | |
| <input type="checkbox"/> South Riverwalk | \$150 | <input checked="" type="checkbox"/> South Willing Street | |
| <input type="checkbox"/> Entire Riverwalk | \$250 | <input type="checkbox"/> North Elmira Street | |
| <input type="checkbox"/> N Riverwalk Gazebo | \$50 | <input type="checkbox"/> South Elmira Street | |
| <input checked="" type="checkbox"/> S Riverwalk Pavilion | \$50 | <input type="checkbox"/> Imogene Parking Lot | |
| Jernigan's Landing <i>(Downtown event location for the City of Milton. Select all applicable)</i> | | | |
| <input type="checkbox"/> Riverside | \$100 | <input type="checkbox"/> Festival Area | \$150 |
| <input type="checkbox"/> Other: _____ | | | |

Requested Items:

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

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

- | | |
|---|---------------------|
| <input type="checkbox"/> Parade Package (including Police, Public Works, Planning, signage & street closures) | \$1,000(np only)*** |
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- 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

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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 12th day of October in 2023

Name of Special Event Old Fashion 5K/10K
Date(s) of Special Event 05/25/2024
Name of Organization Run Different LLC
Event Organizers Name Michael Reinoehl
Address of Organization 1412 Park Place Ave. #332
Phone Number (817) 863-5333
Email m.reinoehl14@gmail.com

Printed Name

Signature

Michael Reinoehl

Michael Reinoehl

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____