



CITY COUNCIL
Regular Meeting Agenda

April 9, 2024
6:30 PM
6738 Dixon Street
Milton, FL 32570

- 1. Open Meeting**
- 2. Invocation & Pledge of Allegiance**
Pastor Elijah Purcell,
Liberty Church
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
March 12, 2024 Regular Council Meeting Minutes
- 5. Approval of Agenda**
 - Recommendation for additional items from the staff.
 - Recommendation for additional items from the Council.
- 6. Public Announcements, Awards, Proclamations & Recognitions**
Item # 2024-44
Arbor Day - Friday, April 26, 2024
Recognition of Heidi Sroka, Budget Coordinator
- 7. Public Hearings**
Item # 2024-2380
Places of Worship in D-CM Zoning District
- 8. Invited Speakers**
Tim Parson, Liberty Partners
- 9. Persons to Appear**
- 10. Ordinances & Resolutions**
Item # 2024-2241
Ordinance #05-24 - Future Land Use Map Change on James Street - 0.82
Acres - First Reading
Item # 2024-2324
Ordinance #08-24 - Rezoning Change on Henry Street of four properties -
Second Reading
Item # 2024-2325
Ordinance #09-24 - Future Land Use Map Change on Henry Street -
Second Reading

Item # 2024-2380
Ordinance #10-24 - Places of Worship in D-CM Zoning District - First Reading

Item # 2024-2337
Resolution #2024-19 RESTORE Council Appointee

Item # 2024-2343
Resolution #2024-20 Commitment to a Safe & Productive Working Environment for All City Staff

Item # 2024-2348
Resolution #2024-22 Role of the Mayor

Item # 2024-2378
Resolution #2024-23 Adoption of Statewide Mutual Aid Agreement

Item # 2024-2379
Resolution #2024-24 Reappoint Bill Kranz to MPD Pension Board

11. City of Milton Events

Events Coordinator, Jay Conrad

Item # 2024-65
SEPA: Blackwater River Music Fest 2024 (10/5/24)

Item # 2024-83
SEPA: Private Reunion Event (6/1/2024)

12. Public Information Officer Report

Bethany Anderson

13. Finance, Planning Board

Councilman Michael Cusack

14. Administration, Emerald Coast Regional Council

Councilwoman Marilyn Farrow

Item # 2024-48
Announcing Ward 4 Planning Board Appointment

Item # 2024-2336
Molly Turnes Travel Request - 2024 Florida League of Cities Insurance Summit - April 16-18, 2024

Item # 2024-56
New FTE Position & Job Description
Out of Service Vehicles Ready for Auction

15. Parks & Recreation, Community Improvement Board

Councilman Gavin Hawthorne

16. Board of Adjustments

Councilman Matthew Jarrett

17. Historic Preservation Board, Transportation Planning Organization

Councilwoman Roxanne Meiss

18. Growth, Development & Annexation, Tourist Development Council

Councilman Jeff Snow

Item # 2024-222

Exchange Hotel Blackwood Financial Group Facade Grant

19. Public Works

Councilman Casey Powell

20. Mayor Report: Public Safety, Ordinance Committee

Mayor Heather Lindsay

21. City Attorney's Report

22. City Manager's Business

23. Adjournment

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

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



March 12, 2024 Regular Council Meeting Minutes

MEETING DATE	PREPARED BY
April 9, 2024	Clerk's Office



CITY COUNCIL Regular Meeting Minutes

March 12, 2024
6:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

The meeting was called to order at 06:30 PM.

Members Present:

Council Member, Ward III, Seat I Gavin Hawthorne
Council Member, Ward 4, Seat I Shari Sebastiao
Council Member Ward II, Seat II Roxanne Meiss
Council Member, Ward II, Seat I Marilyn Farrow
Council Member, Ward I, Seat I Mike Cusack
Council Member Ward III, Seat II Jeff Snow
Council Member Ward IV, Seat II Casey Powell
Mayor Heather Lindsay

Members Absent:

Council Member Ward I, Seat II Matt Jarrett

Members of the Public in Attendance

Monica Sanford, Donna Long, Tom Powers, Buddy Fisher, Carol Farmer, Cassandra Sharp, Charlie Kennedy, Kirk Kennedy, Pam Mitchell, Lauren Odgers, David Farrow, Vera Cooper, Allison Hartman, Sarah Baltimore, Terry Baltimore, Brandon Howell, Sherry Chapman, Gwen Sachar, Vernon Compton, Tammy Simmons, Lawrence McKee, David Samples, Jean Samples, Beckie Cato

Staff in Attendance

City Manager, Randy Jorgenson
City Attorney, Alex Andrade
City Clerk, Molly Turnes
IT Systems Analyst, Melissa Short
Planning Director, Tim Milstead
Public Works Director, Joe Cook
Events Coordinator, Jay Conrad
Chief of Police, Tony Tindell

2. Invocation

Pastor Nicole Jackson

3. Pledge of Allegiance

4. Approval of Minutes

February 13, 2024 Regular Council Meeting Minutes

ACTION: Motion to Approve by Marilyn Farrow;
second by Gavin Hawthorne;
Motion passed - 7:0

YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilyn Farrow,
Gavin Hawthorne, Shari Sebastiao

NAYS: None

ABSTAIN: None

5. Approval of Agenda

ACTION: Motion to Approve by Casey Powell; second by Jeff Snow;
Motion passed - 7:0

YEAS: Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack,
Marilyn Farrow, Gavin Hawthorne, Shari Sebastiao

NAYS: None

ABSTAIN: None

Councilman Powell pulled Ordinance #05-24 for first reading from the agenda and moving it forward to the April meeting since it is pending the survey.

6. Public Announcements, Awards, Proclamations & Recognitions

Mayor Lindsay recognized City Manager Randy Jorgenson for returning to the City of Milton.

Item # 2024-2282
Woman's History Month Proclamation
Mayor Lindsay read the Woman's History Month Proclamation

7. Public Hearings

Item # 2024-2283
Rezoning Request - 6308 Willard Norris Rd.
Planning Director Tim Milstead reported to Council.
Council Discussed.
Public input was provided by: Becky Cato, Tammy Simmons,
Larry McKee, Robert Leek

Item # 2024-2297
Rezoning Request - 5003 & 5021 Henry Street + 5005 Filmore Street
Planning Director Tim Milstead reported to Council.

8. Invited Speakers

Item # 2024-2281

Monica Sanford & Jeremy Ruffin

Nurse Practitioner Monica Sanford spoke to council on requests for education on overdose, narcan use and signs of drug use. Proposed a Health and Wellness Expo in the City of Milton on Drug Use, Suicide, Human Trafficking, etc.

Motivational Speaker Jeremy Ruffin spoke on the expo on Unity, Education & Prevention. 1st Annual Milton Community Health and Wellness Expo 10-2p on 4/27/2024 @ Milton Community Center.

Public input was provided by: Cynthia Smith

City Manager Randy Jorgenson voiced support and encouraged them to continue to reach out to Jay Conrad to get the event planned and scheduled.

Mayor Lindsay also explained that it would need to be on the next council meeting for official approval.

9. Persons to Appear

Persons to Appear: Alison Hartman, Sarah Baltimore, Cassandra Sharp

10. Ordinances & Resolutions

Recess 7:51p

Reconvene 8:02p

Ordinance #03-24 Amending Section 38-176 Milton Police Officers Pension Fund COLA Increase - Second Reading

ACTION:	Motion to Approve by Jeff Snow; second by Shari Sebastiao; Motion passed - 7:0
YEAS:	Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Shari Sebastiao
NAYS:	None
ABSTAIN:	None

City Attorney Alex Andrade read ORD# 03-24 second reading into record

Ordinance #05-24 - Future Land Use Map Change on James Street - 0.82 Acres - First Reading

Moved to April meeting - waiting on survey

Ordinance #06-24 - Rezoning Change on Willard Norris Road - 1.46 Acres -
First Reading

ACTION: Motion to Deny by Marilynn Farrow;
second by Mike Cusack;
Motion passed - 7:0
YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao
NAYS: None
ABSTAIN: None

City Attorney Alex Andrade read ORD# 06-24 into record
Motion to deny- unanimously approved

Ordinance 07-24 - Future Land Use map Change on Willard Norris Road -
1.46 Acres - First Reading

Moved to April meeting- waiting for survey

Ordinance #08-24 - Rezoning Change on Henry Street of four properties -
First Reading

ACTION: Motion to Approve by Casey Powell;
second by Shari Sebastiao;
Motion passed - 7:0
YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao
NAYS: None
ABSTAIN: None

City Attorney Alex Andrade read ORD# 08-24 into record

Ordinance #09-24 - Future Land Use Map Change on Henry Street - First
Reading

ACTION: Motion to Approve by Jeff Snow; second
by Shari Sebastiao;
Motion passed - 7:0
YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao
NAYS: None
ABSTAIN: None

City Attorney Alex Andrade read ORD# 09-24 into record
Resolution #2024-17 Transfer reserves to W&S, Reimburse Impact Fees for Land

ACTION: Motion to Approve by Casey Powell;
second by Gavin Hawthorne;
Motion passed - 7:0
YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao
NAYS: None
ABSTAIN: None

City Attorney Alex Andrade read RES# 2024-17 into record
Resolution #2024-18 to Reappoint Lester Jones as a Council Appointee to the Fire Pension Board

ACTION: Motion to Approve by Casey Powell;
second by Roxanne Meiss;
Motion passed - 7:0
YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao
NAYS: None
ABSTAIN: None

City Attorney Alex Andrade read RES# 2024-18 into record
(combined resolutions 2024-18, 19 and 20 into one resolution)
Resolution #2024-19 to Remove Steve Warren as Council Appointee and
Appoint Brian McGuire as Council Appointee to the Fire Pension Board
(combined resolutions 2024-18, 19 and 20 into one resolution)
Resolution #2024-20 Acknowledging Board's Action to Appoint Steve Warren
as Fifth Member of Fire Pension Board
(combined resolutions 2024-18, 19 and 20 into one resolution)
Resolution #2024-21 City of Milton Support of Flag by Commissioner Calkins

ACTION: Motion to Approve as amended by Jeff
Snow; second by Gavin Hawthorne;
Motion passed - 5:2

YEAS: Roxanne Meiss, Jeff Snow, Casey Powell, Gavin Hawthorne, Shari Sebastiao
NAYS: Mike Cusack, Marilynn Farrow
ABSTAIN: None

Councilwoman Sebastiao asked to amend the language.
Council discussed item.

Amended language to say:
5th Whereas cause - The city council believes that locating the flag in Santa Rosa County would benefit tourism
Section 2 - The City Council affirms its belief that locating the flag in SRC would benefit the tourism industry within the City.

Public input was provided by: Sherry Chapman & Commissioner Calkins

11. City of Milton Events

Item # 2024-2278
SEPA - Mother's Day Market 2024 (May 11)

ACTION: Motion to Approve by Jeff Snow; second by Mike Cusack;
Motion passed - 7:0
YEAS: Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Shari Sebastiao
NAYS: None
ABSTAIN: None

Events Coordinator Jay Conrad reported to council

Item # 2024-2302
SEPA - Petfest 2024

ACTION: Motion to Approve by Jeff Snow; second by Shari Sebastiao;
Motion passed - 7:0
YEAS: Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Shari Sebastiao
NAYS: None

ABSTAIN: None

Events Coordinator Jay Conrad reported to council

Item # 2024-2326

SEPA - Refuge Church Easter Egg Hunt 2024

ACTION: Motion to Approve by Mike Cusack;
second by Shari Sebastiao;
Motion passed - 7:0

YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao

NAYS: None

ABSTAIN: None

Events Coordinator Jay Conrad reported to council

#2

Carol Farmer wants to hold an English springer spaniel dog
reunion with the owners of the dogs she has bred at Russell
Harbor- June 1st

Jay Conrad will put an event application before council at the
April meeting

12. Finance, Planning Board

Mr. Cusack reported to Council and had questions about the \$25 mil bridge loan
through Truist

City Manager Randy Jorgenson reported to council and explained the materials
passed out during the work session will be further discussed at the March 21st
work session.

13. Administration, Emerald Coast Regional Council

Councilwoman Farrow reported to Council.

Item # 2024-2305

Recognizing Michele Williams as new Purchasing Officer
Recognition occurred during work session

Item # 2024-2304

Recognizing Navy League Award Recipients
Recognition occurred during work session

Item # 2024-2306

Recognizing NAS Whiting Field
Recognition occurred during work session

14. Parks & Recreation, Community Improvement Board

Councilman Hawthorne reported to council.

15. Board of Adjustments

No Report

16. Historic Preservation Board, Transportation Planning Organization

Councilwoman Meiss reported to council.

17. Growth, Development & Annexation, Tourist Development Council

Councilman Snow reported to council

Item # 2024-2298

Multi-Jurisdictional Floodplain Mitigation Plan and the Plan for Public Information

ACTION:	Motion to Approve by Jeff Snow; second by Shari Sebastiao; Motion passed - 7:0
YEAS:	Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Shari Sebastiao
NAYS:	None
ABSTAIN:	None

Planning Director Tim Milstead reported to council for approval for the plan for public information update.
(Council serves as the City Storm Water Committee)

Item # 2024-2299

Residential Facade Improvement Grant Program Request - 5006 Canal Street

ACTION:	Motion to Approve by Jeff Snow; second by Mike Cusack; Motion passed - 7:0
YEAS:	Roxanne Meiss, Jeff Snow, Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Shari Sebastiao
NAYS:	None
ABSTAIN:	None

Planning Director Tim Milstead reported to council

Item # 2024-2300

Teresa Walsh Travel Request - F.A.C.E. Conference

ACTION: Motion to Approve by Jeff Snow; second
by Shari Sebastiao;
Motion passed - 7:0

YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao

NAYS: None

ABSTAIN: None

Item # 2024-2303

FY 2024 Business Improvement Program Cycle 3 - Prost Office Brewery

ACTION: Motion to Approve by Mike Cusack;
second by Shari Sebastiao;
Motion passed - 7:0

YEAS: Roxanne Meiss, Jeff Snow, Casey
Powell, Mike Cusack, Marilynn Farrow,
Gavin Hawthorne, Shari Sebastiao

NAYS: None

ABSTAIN: None

Director of Economic Development Ed Spears reported to
council

Item # 2024-2307

Grand Opening of Pet Sense on March 9th

Councilwoman Farrow reported to council

18. Public Works

No report

19. Mayor Report: Public Safety, Ordinance Committee

Mayor Lindsay reported to council

-Stop signs on Berryhill by the cemetery

-Benches for sexual assault prevention awareness

20. City Attorney's Report

No Report

21. City Manager's Business

City Manager Randy Jorgenson reported to council

22. Public Input

No public input

23. Adjournment

The meeting adjourned at 09:06 PM.

Mayor

Date

City Clerk

Date



Agenda Item # 2024-44

Arbor Day - Friday, April 26, 2024

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

Friday, April 26, 2024, marks the 30th year the City of Milton has participated in the Arbor Day ceremony. The ceremony is being held at 12:30pm at Milton High School, along Stewart Street and will consist of an invocation, proclamation, tree planting and recognition.

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Arbor Day - Agenda April 26 2024

ARBOR DAY CEREMONY
Friday, April 26, 2024
12:30 p.m. @ Milton High School along Stewart Street

WELCOME

INVOCATION

REMARKS & PROCLAMATION

- The City's 1st Arbor Day Ceremony was held in 1994 - This is the City's 30th year participating in this ceremony.
- Introduction and recognition of all in attendance.
- Reading of the Proclamation

TREE PLANTING

For today's ceremony, we are planting a 3' Caliper Live Oak tree purchased from Panhandle Growers.

RECOGNITION

The City of Milton has been recertified and has received national recognition for being a Tree City USA participant for 29 years in 2023.

ADJOURN

Thank you for participating in this annual event!



Agenda Item # 2024-239

Recognition of Heidi Sroka, Budget Coordinator

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

In recognition of Heidi Sroka's service and dedication to the City of Milton as the Budget Coordinator.

SUMMARY

RECOMMENDATION

ATTACHMENTS

None



Agenda Item # 2024-2380

Places of Worship in D-CM Zoning District

MEETING DATE

April 9, 2024

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

City staff has been recently contacted by representatives of Liberty Church regarding their proposed usage of the Imogene Theater property, which they recently purchased. They intend to use the building for church services, which is a prohibited use within the D-CM zoning district in which this property lies. In conversations with staff, church representatives have expressed their desire to request that the City Council change the City's regulations to allow the use within the Imogene Theater.

SUMMARY

The proposed ordinance to allow places of worship within the D-CM zoning district is attached. The ordinance also provides for a use standard for places of worship within the D-CM district requiring the provision of a permanent exemption from the provisions of the existing alcohol requirements in chapter 6 of the City's Code of Ordinances.

RECOMMENDATION

This is the first of two public hearings that must take place to modify the list of allowable uses in the City's zoning use matrix from Article 7.3 of the Unified Development Code. Staff recommends review of the draft ordinance that is available for first reading. The Milton Planning Board recommended approval of the proposed UDC change.

ATTACHMENTS

1. Ordinance_Liberty_Church_DCM_022024

ORDINANCE NO. _____-24

AN ORDINANCE AMENDING SECTIONS 7.3 AND 8.1 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MILTON, UPDATING THE USE MATRIX TO ALLOW CHURCHES WITHIN THE D-CM ZONING DISTRICT AND ADDING ASSOCIATED USE STANDARDS FOR PLACES OF WORSHIP; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Unified Development Code Amendment.

The City of Milton Code of Ordinances is hereby amended as set forth in and incorporated herein by reference.

Section 7.3 Use Matrix.

	R-1AA	R-1A	R-1	R-2	R-3	R-U	R-C1	C-1	C-2	-3	D-CM	SSC-RC	P-E	CO N	REC	USE STANDARD
PRINCIPAL USE																
Place of Worship	S	S	S	S	P	P	P	P	P	P	<u>P</u>	P				8.1 UUU

Section 8.1 UUU: Places of Worship.

1. All Places of Worship proposing to establish within the D-CM zoning district after the effective date of this ordinance shall be required to provide, through its governing body, a permanent exemption to the application of the provisions Section 6.5 of the City of Milton Code of Ordinances pertaining to minimum distances between places of worship and establishments selling alcohol for consumption on the premises, prior to establishment of the place of worship.

Section 2: Severability.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance and the City of Milton's Unified Development Code shall remain in full force and effect.

Section 3: Repealer.

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

Section 4: Effective Date.

This Ordinance shall be effective upon passage by the City Council.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the _____ day of _____, 2024.

CITY OF MILTON, FLORIDA

BY: _____
HEATHER LINDSAY - MAYOR

ATTEST:

CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

Alex Andrade



Agenda Item # 2024-2349

Tim Parson, Liberty Partners

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

None



Agenda Item # 2024-2241

Ordinance #05-24 - Future Land Use Map Change on James Street - 0.82 Acres - First Reading

MEETING DATE

April 9, 2024

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

This ordinance is being provided for first reading subject to approval by the Milton City Council of the proposed future land use map amendment of 0.82 acres along James Street from Single Family Residential designation to a Multi-Family Residential designation.

SUMMARY

RECOMMENDATION

Staff recommends approval. First Reading.

ATTACHMENTS

1. Welch James FLUM Ordinance 2024

ORDINANCE NO. 5-24

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MILTON, SPECIFICALLY THE FUTURE LAND USE MAP, TO INCLUDE ONE PARCEL IN SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, THE LEGAL DESCRIPTION OF WHICH IS CONTAINED IN ATTACHMENT B OF THIS ORDINANCE, FROM A SINGLE-FAMILY RESIDENTIAL DESIGNATION TO A MULTI-FAMILY RESIDENTIAL DESIGNATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature adopted Chapter 163, laws of Florida, which requires the City of Milton prepare, adopt, and enforce a comprehensive plan; and

WHEREAS, the City Council of the City of Milton held a Public Hearing and first reading on February 13th, 2024 to adopt Comprehensive Plan Amendment No. 2024-S1, pursuant to Section 163.3187, Florida Statutes, with due public notice having been provided, and having reviewed and considered all comments received during the public hearing, and having provided for necessary revisions; and,

WHEREAS, in exercise of its authority, the City Council of the City of Milton, Florida finds it necessary and desirable to adopt and does hereby adopt Comprehensive Plan Amendment No. 2024-S1, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and 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: Purpose and Intent.

The future land use designation of the below identified parcels, shall be and is hereby changed from a SINGLE-FAMILY RESIDENTIAL DESIGNATION to a MULTI-FAMILY RESIDENTIAL DESIGNATION, as described in Amendment No. 2024-S1, and shown on the map located in Attachment A.

PARCEL # 34-2N-28-0000-26700-0000

Section 2: Comprehensive Plan Amendment.

The City of Milton Comprehensive Plan is hereby amended as set forth in and incorporated herein by reference, and consists of a Future Land Use Map amendment pertaining to the following parcel, which is described in the Property Legal Descriptions located in Attachment B:

Section 3: Severability.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance and the City of Milton's Comprehensive Plan shall remain in full force and effect.

Section 4: Copy on File.

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

Section 5: Effective Date.

The effective date of this Comprehensive Plan Amendment shall be 31 days after adoption unless challenged within 30 days after said adoption pursuant to Section 163.3187, Florida Statutes. In which case, the amendment shall not become effective until the state landplaning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before this amendment becomes effective.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the 12th day of March, 2024.

CITY OF MILTON, FLORIDA

BY: _____
Heather Lindsay - MAYOR

ATTEST:

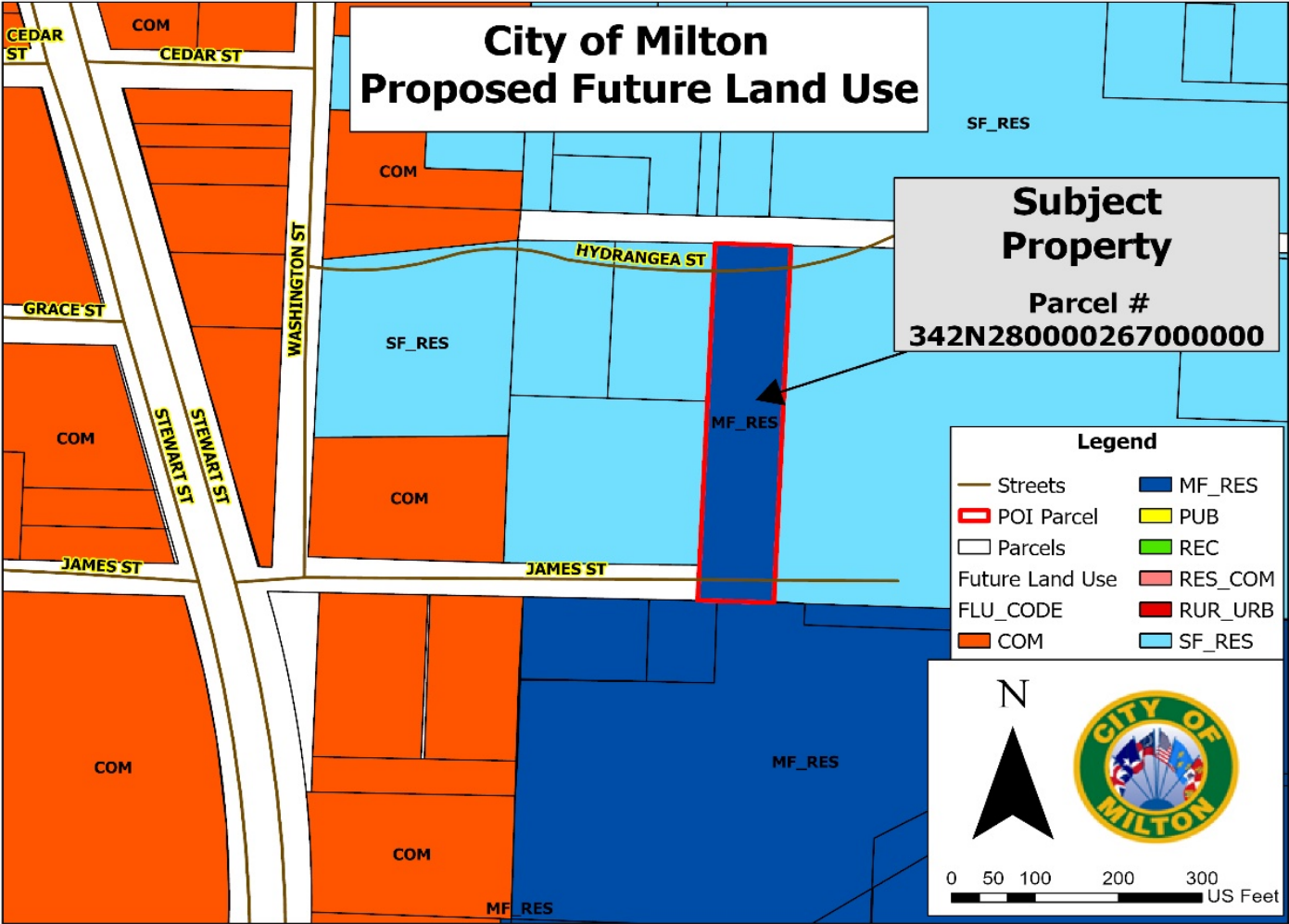
CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

ATTACHMENT A



ATTACHMENT B

PARCEL # 34-2N-28-0000-26700-0000

LEGAL DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST IN SANTA ROSA COUNTY, FLORIDA; THENCE EAST 134 YARDS FOR THE POINT OF BEGINNING; THENCE NORTH 456 FEET, THENCE EAST 78 FEET, THENCE SOUTH 456 FEET, THENCE WEST 78.0 FEET TO THE POINT OF BEGINNING. LESS ROAD RIGHT OF WAY FOR JAMES STREET AND HYDRANGEA STREET.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATION OF RECORDS AND TAXES FOR THE YEAR 2023 AND THEREAFTER.



Agenda Item # 2024-2324

Ordinance #08-24 - Rezoning Change on Henry Street of four properties - Second Reading

MEETING DATE

April 9, 2024

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

This ordinance is being provided for first reading subject to approval by the Milton City Council of the proposed rezoning of four properties totaling 3 acres along Henry Street from the One and Two Family Residential zoning district (R-2) to a Residential Commercial Zoning district (RC-1).

SECOND READING

SUMMARY

RECOMMENDATION

Staff recommends Council review.

ATTACHMENTS

1. Santa Rosa Historical Society Rezoning Ordinance 2024

ORDINANCE NO. 8-24

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING FOUR PROPERTIES CONTAINING 3 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM R-2, ONE- AND TWO-FAMILY RESIDENTIAL ZONING DISTRICT, TO THE R-C1, RESIDENTIAL COMMERCIAL 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 a public hearing on March 12, 2024 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 #s 03-1N-28-2530-04300-005B, 03-1N-28-2530-04400-0050, 03-1N-28-2530-04400-0010, & 03-1N-28-2530-04500-0020

Is hereby changed from the R-2 (One- and Two-Family Residential) Zoning District to the R-C1 (Residential Commercial) 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 9th day of April, 2024.

CITY OF MILTON, FLORIDA

Heather Lindsay - Mayor

ATTEST:

CITY CLERK

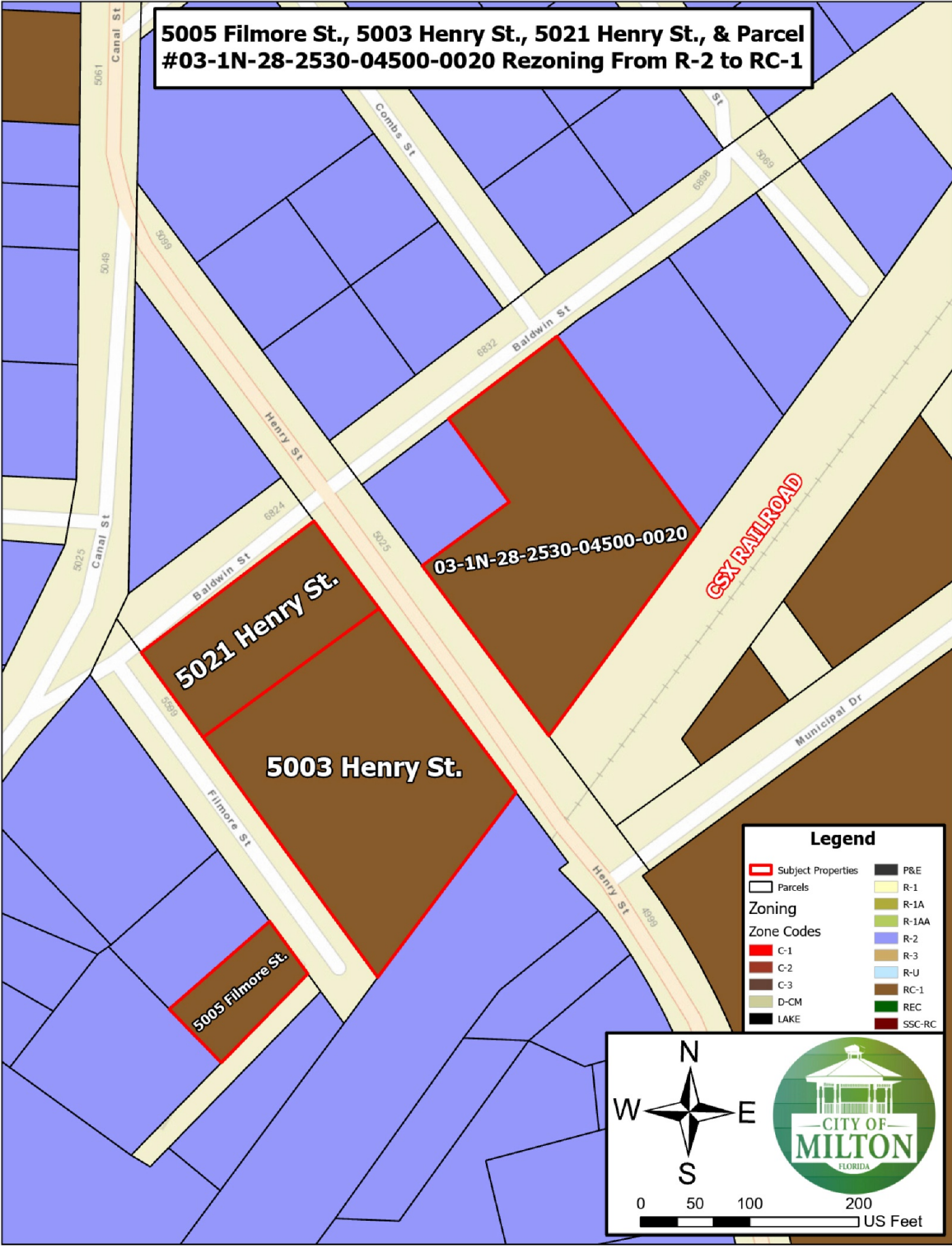
FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

Alex Andrade – City Attorney

ATTACHMENT A



ATTACHMENT B

5005 FILMORE ST – PARCEL # 03-1N-28-2530-04300-005B

LEGAL DESCRIPTION:

LOT 'B' OF THE SUBDIVISION OF LOTS FIVE (5) AND SEVEN (7) IN BLOCK NUMBER FORTY-THREE (43) IN THE TOWN OF MILTON, SANTA ROSA COUNTY, FLORIDA, ALSO A STRIP TWELVE AND ONE-HALF FEET (12 ½)' WIDE OFF THE EAST SIDE OF LOT 'C', SAID STRIP TO FRONT ON FILMORE STREET TWELVE AND ONE-HALF FEET (12 ½') AND RUN THROUGH THE ENTIRE WIDTH OF LOT 'C' TO THE SOUTH BOUNDARY LINE OF LOT 'C', APPROXIMATELY ONE HUNDRED AND THIRTY-THREE FEET (133') MAKING THE TRACT HEREBY CONVEYED FIFTY-EIGHT AND ONE-HALF (58 ½') FEET FRONT ON FILMORE STREET, ONE HUNDRED AND TWENTY-SIX (126') FRONT ON THE CHAFFIN ALLEY AND SIXTY-EIGHT AND ONE-HALF FEET (68 ½') WIDE ON THE BACK. ALL AS PER MAP OF SAID SUBDIVISION MADE BY OLIVER JERNIGAN, JR., AND SAID J.A. CHAFFIN & COMPANY ON THE 22ND DAY OF JULY, A.D. 1911.

5003 HENRY ST. – PARCEL # 03-1N-28-2530-04400-0050

LEGAL DESCRIPTION:

BEGINNING AT A POINT IN THE WEST LINE OF KENT STREET, FIFTY (50) FEET NORTHWESTERLY FROM AND AT RIGHT ANGLES TO THE CENTERLINE OF THE MAIN TRACK OF THE MOBILE DIVISION FORMERLY THE PENSACOLA AND ATLANTIC DIVISION OF THE RAILROAD OF THE GRANTOR AT VALUATION STATION 3337+50.78, WHICH POINT OS THREE HUNDRED EIGHTY-EIGHT AND TWENTY-EIGHT HUNDREDTHS (388.28) FEET MEASURE NORTHEASTERDLY ALONG THE CENTERLINE OF SAID MAIN TRACK FROM MILE POST 670 FROM LOUISVILLE, KENTUCKY; THENCE SOUTHWESTWARDLY ALONG AL INE FIFTY (50) FEET NORTHWESTERDLY FROM AND PARALLEL TO THE CENTELINE OF SAID MINA TRACK A DISTANCE OF TWO HUNDRED NINE AND THIRTY-TWO HUNDREDTHS (209.32) FEET TO A POINT OPPOSITE VALUATION STATION 3335+41.46; THENCE NORTHWESTERDLY FOMRING AN INTERIOR ANGLE OF 72° 50' 20" WITH SAID LAST DESCRIBED LINE, A DISTANCE OF ONE HUNDRED SIXTY AND FIFTY NINE HUNDREDTHS (160.59) FEET TO A POINT OIPOSIT VALUATION STATION 3335+88.84; THENCE NORTEASTERWARDLY FORMING AN INTERIOR ANGLE OF 90° 00' WITH SAID LAST DESCRIBED LINE, A DISTANCE OF TWO HUNDRED (200) FEET TO A POINT IN THE WEST LINE OF KENT STREET, OPPOSITE VALUATION STATION 3337+79.94; THENCE SOUTHEASTWARDLY ALONG THE WEST LINE OF SAID KENT STREET, FORMING AN INTERIOR ANGLE OF 90° 00' WITH SAID LAST DESCRIBED LINE, A DISTANCE OF NINETY-EIGHT AND EIGHT-THREE HUNDREDTHS (98.83) FEET TO THE POINT OF BEGINNING, AND FORMING AN INTERIOR ANGEL OF 107° 09' 40" WITH THE FIRST HEREINABOVE DESCRIBED LINE, CONTAINING FIVE HUNDRED NINETY-FIVE THOUSANDTHS (0.595) ACRE, MORE OR LESS, BEING A PART OF THE SAME PROPERTY CONVEYED TO THE GRANTOR FROM PENSACOLA AND ATLANTIC RAILROAD COMPANY BY EDWARD T. HUNT, MASTER COMMISSIONER FOR THE CIRCUIT COURT OF THE UNITED STATES OF AMERCIA BY DEED DATED JUNE 12, 1891, RECORDED IN DEED BOOK "G", PAGE 1-68, IN CIRCUIT COURT CLERK'S OFFICE, SANTA ROSA COUNTY, FLORIDA.

5021 HENRY ST. – PARCEL # 03-1N-28-2530-04400-0010

LEGAL DESCRIPTION:

LOTS 1 AND 2 OF BLOCK 44, SECTION 3, TOWNSHIP 1 NORTH, RANGE 28, TOWN OF MILTON, ALL OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

PARCEL # 03-1N-28-2530-04500-0020

LEGAL DESCRIPTION:

WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY, LYING CONTIGUOUS TO LOTS 2, 4 AND 6, LYING NORTH OF THE RAILROAD: ALL IN BLOCK 45, TOWN OF MILTON, SECTION 3, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

A 50' WIDE BY 225' LONG CENTERLINE UNIMPROVED PLATTED ROAD BETWEEN LOTS 2, 4 AND 6, BLOCK 45, TOWN OF MILTON AND LOTS 1, 3 AND 5, BLOCK 46, TOWN OF MILTON AND LYING AND BEING IN SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

SUBJECT TO A UTILITY EASEMENT IN FAVOR OF THE CITY OF MILTON FOR THE ENTIRE WIDTH AND LENGTH OF THAT RIGHT-OF-WAY SET FORTH ABOVE AND BEING THE RIGHT OF WAY CLOSED BY RESOLUTION OF THE CITY OF MILTON DATED JULY 11, 2000, AND BEING RESOLUTION #1005 ACCORDING TO THE RECORDS OF THE CITY OF MILTON.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS (INCLUDING MINERAL RESERVATIONS) OF RECORD AFFECTING THE ABOVE PROPERTY, IF ANY, WHICH ARE NOT EXPRESSLY REIMPOSED HEREBY.



Agenda Item # 2024-2325

Ordinance #09-24 - Future Land Use Map Change on Henry Street - Second Reading

MEETING DATE

April 9, 2024

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

This ordinance is being provided for first reading subject to approval by the Milton City Council of the proposed future land use map amendment of four properties totaling 3 acres along Henry Street from Single Family Residential designation to a Residential Commercial designation.

SECOND READING

SUMMARY

RECOMMENDATION

Staff recommends Council Review.

ATTACHMENTS

1. Santa Rosa Historical Society FLUM Ordinance 2024

ORDINANCE NO. 9-24

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MILTON, SPECIFICALLY THE FUTURE LAND USE MAP, TO INCLUDE FOUR PARCELS IN SECTION 03, TOWNSHIP 01 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, THE LEGAL DESCRIPTION OF WHICH IS CONTAINED IN ATTACHMENT B OF THIS ORDINANCE, FROM A SINGLE-FAMILY RESIDENTIAL DESIGNATION TO A RESIDENTIAL COMMERCIAL DESIGNATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature adopted Chapter 163, laws of Florida, which requires the City of Milton prepare, adopt, and enforce a comprehensive plan; and

WHEREAS, the City Council of the City of Milton held a Public Hearing and first reading on March 12th, 2024 to adopt Comprehensive Plan Amendment No. 2024-S3, pursuant to Section 163.3187, Florida Statutes, with due public notice having been provided, and having reviewed and considered all comments received during the public hearing, and having provided for necessary revisions; and,

WHEREAS, in exercise of its authority, the City Council of the City of Milton, Florida finds it necessary and desirable to adopt and does hereby adopt Comprehensive Plan Amendment No. 2024-S3, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and 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: Purpose and Intent.

The future land use designation of the below identified parcels, shall be and is hereby changed from a SINGLE-FAMILY RESIDENTIAL DESIGNATION to a RESIDENTIAL COMMERCIAL DESIGNATION, as described in Amendment No. 2024-S3, and shown on the map located in Attachment A.

PARCEL #s 03-1N-28-2530-04300-005B, 03-1N-28-2530-04400-0050, 03-1N-28-2530-04400-0010, 03-1N-28-2530-04500-0020

Section 2: Comprehensive Plan Amendment.

The City of Milton Comprehensive Plan is hereby amended as set forth in and incorporated herein by reference, and consists of a Future Land Use Map amendment pertaining to the following parcel, which is described in the Property Legal Descriptions located in Attachment B:

Section 3: Severability.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance and the City of Milton's Comprehensive Plan shall remain in full force and effect.

Section 4: Copy on File.

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

Section 5: Effective Date.

The effective date of this Comprehensive Plan Amendment shall be 31 days after adoption unless challenged within 30 days after said adoption pursuant to Section 163.3187, Florida Statutes. In which case, the amendment shall not become effective until the state landplanning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before this amendment becomes effective.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the 9th day of April, 2024.

CITY OF MILTON, FLORIDA

BY: _____
Heather Lindsay - MAYOR

ATTEST:

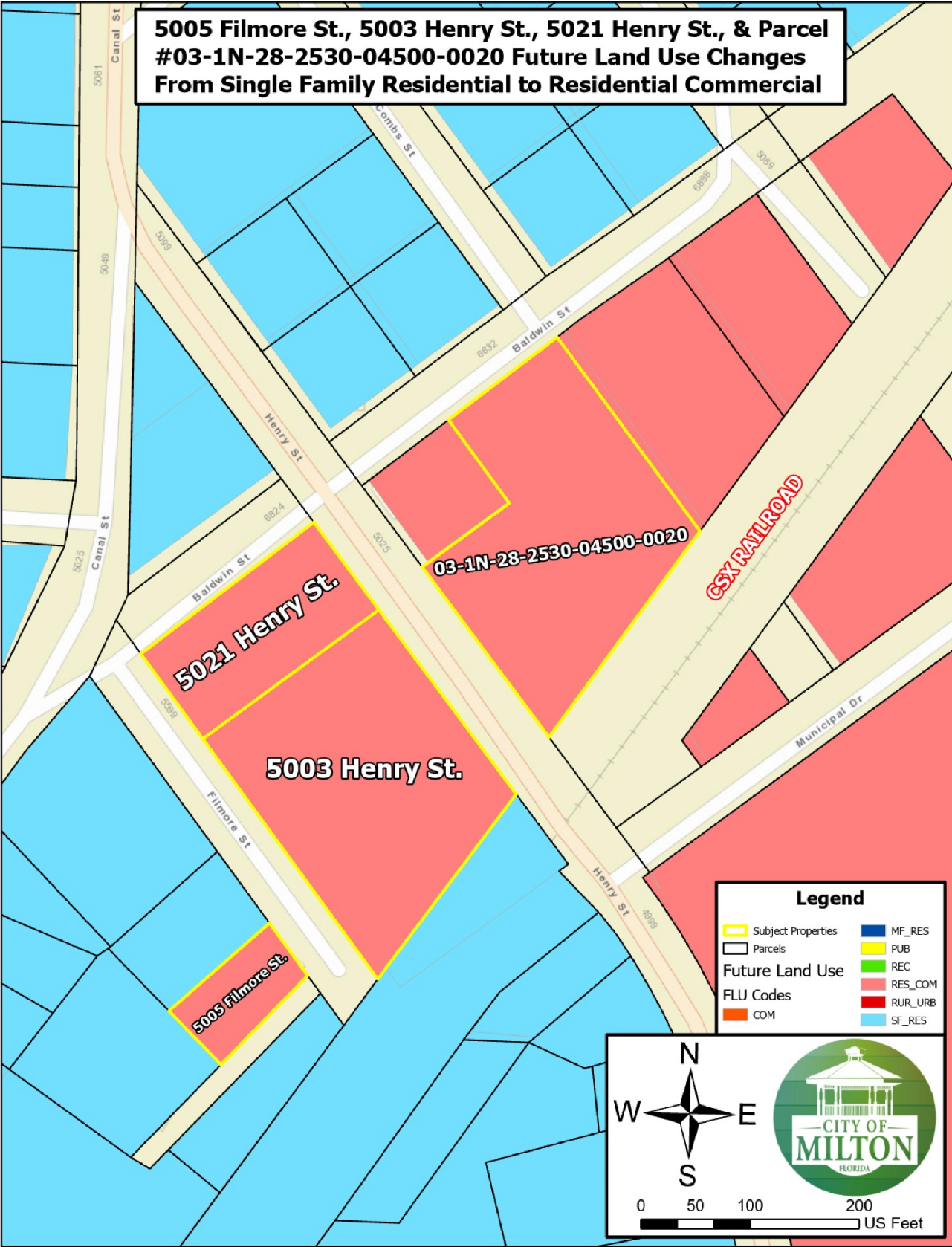
CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

ATTACHMENT A



ATTACHMENT B

5005 FILMORE ST – PARCEL # 03-1N-28-2530-04300-005B

LEGAL DESCRIPTION:

LOT 'B' OF THE SUBDIVISION OF LOTS FIVE (5) AND SEVEN (7) IN BLOCK NUMBER FORTY-THREE (43) IN THE TOWN OF MILTON, SANTA ROSA COUNTY, FLORIDA, ALSO A STRIP TWELVE AND ONE-HALF FEET (12 ½)' WIDE OFF THE EAST SIDE OF LOT 'C', SAID STRIP TO FRONT ON FILMORE STREET TWELVE AND ONE-HALF FEET (12 ½') AND RUN THROUGH THE ENTIRE WIDTH OF LOT 'C' TO THE SOUTH BOUNDARY LINE OF LOT 'C', APPROXIMATELY ONE HUNDRED AND THIRTY-THREE FEET (133') MAKING THE TRACT HEREBY CONVEYED FIFTY-EIGHT AND ONE-HALF (58 ½') FEET FRONT ON FILMORE STREET, ONE HUNDRED AND TWENTY-SIX (126') FRONT ON THE CHAFFIN ALLEY AND SIXTY-EIGHT AND ONE-HALF FEET (68 ½') WIDE ON THE BACK. ALL AS PER MAP OF SAID SUBDIVISION MADE BY OLIVER JERNIGAN, JR., AND SAID J.A. CHAFFIN & COMPANY ON THE 22ND DAY OF JULY, A.D. 1911.

5003 HENRY ST. – PARCEL # 03-1N-28-2530-04400-0050

LEGAL DESCRIPTION:

BEGINNING AT A POINT IN THE WEST LINE OF KENT STREET, FIFTY (50) FEET NORTHWESTERLY FROM AND AT RIGHT ANGLES TO THE CENTERLINE OF THE MAIN TRACK OF THE MOBILE DIVISION FORMERLY THE PENSACOLA AND ATLANTIC DIVISION OF THE RAILROAD OF THE GRANTOR AT VALUATION STATION 3337+50.78, WHICH POINT IS THREE HUNDRED EIGHTY-EIGHT AND TWENTY-EIGHT HUNDREDTHS (388.28) FEET MEASURE NORTHEASTERLY ALONG THE CENTERLINE OF SAID MAIN TRACK FROM MILE POST 670 FROM LOUISVILLE, KENTUCKY; THENCE SOUTHWESTWARDLY ALONG A LINE FIFTY (50) FEET NORTHWESTERLY FROM AND PARALLEL TO THE CENTERLINE OF SAID MAIN TRACK A DISTANCE OF TWO HUNDRED NINE AND THIRTY-TWO HUNDREDTHS (209.32) FEET TO A POINT OPPOSITE VALUATION STATION 3335+41.46; THENCE NORTHWESTERLY FORMING AN INTERIOR ANGLE OF 72° 50' 20" WITH SAID LAST DESCRIBED LINE, A DISTANCE OF ONE HUNDRED SIXTY AND FIFTY NINE HUNDREDTHS (160.59) FEET TO A POINT OPPOSITE VALUATION STATION 3335+88.84; THENCE NORTHEASTERLY FORMING AN INTERIOR ANGLE OF 90° 00' WITH SAID LAST DESCRIBED LINE, A DISTANCE OF TWO HUNDRED (200) FEET TO A POINT IN THE WEST LINE OF KENT STREET, OPPOSITE VALUATION STATION 3337+79.94; THENCE SOUTHEASTWARDLY ALONG THE WEST LINE OF SAID KENT STREET, FORMING AN INTERIOR ANGLE OF 90° 00' WITH SAID LAST DESCRIBED LINE, A DISTANCE OF NINETY-EIGHT AND EIGHT-THREE HUNDREDTHS (98.83) FEET TO THE POINT OF BEGINNING, AND FORMING AN INTERIOR ANGLE OF 107° 09' 40" WITH THE FIRST HEREINABOVE DESCRIBED LINE, CONTAINING FIVE HUNDRED NINETY-FIVE THOUSANDTHS (0.595) ACRE, MORE OR LESS, BEING A PART OF THE SAME PROPERTY CONVEYED TO THE GRANTOR FROM PENSACOLA AND ATLANTIC RAILROAD COMPANY BY EDWARD T. HUNT, MASTER COMMISSIONER FOR THE CIRCUIT COURT OF THE UNITED STATES OF AMERICA BY DEED DATED JUNE 12, 1891, RECORDED IN DEED BOOK "G", PAGE 1-68, IN CIRCUIT COURT CLERK'S OFFICE, SANTA ROSA COUNTY, FLORIDA.

5021 HENRY ST. – PARCEL # 03-1N-28-2530-04400-0010

LEGAL DESCRIPTION:

LOTS 1 AND 2 OF BLOCK 44, SECTION 3, TOWNSHIP 1 NORTH, RANGE 28, TOWN OF MILTON, ALL OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA

PARCEL # 03-1N-28-2530-04500-0020

LEGAL DESCRIPTION:

WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY, LYING CONTIGUOUS TO LOTS 2, 4 AND 6, LYING NORTH OF THE RAILROAD: ALL IN BLOCK 45, TOWN OF MILTON, SECTION 3, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA. A 50' WIDE BY 225' LONG CENTERLINE UNIMPROVED PLATTED ROAD BETWEEN LOTS 2, 4 AND 6, BLOCK 45, TOWN OF MILTON AND LOTS 1, 3 AND 5, BLOCK 46, TOWN OF MILTON AND LYING AND BEING IN SECTION 3, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA. SUBJECT TO A UTILITY EASEMENT IN FAVOR OF THE CITY OF MILTON FOR THE ENTIRE WIDTH AND LENGTH OF THAT RIGHT-OF-WAY SET FORTH ABOVE AND BEING THE RIGHT OF WAY CLOSED BY RESOLUTION OF THE CITY OF MILTON DATED JULY 11, 2000, AND BEING RESOLUTION #1005 ACCORDING TO THE RECORDS OF THE CITY OF MILTON.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS (INCLUDING MINERAL RESERVATIONS) OF RECORD AFFECTING THE ABOVE PROPERTY, IF ANY, WHICH ARE NOT EXPRESSLY REIMPOSED HEREBY.



Agenda Item # 2024-2380

Ordinance #10-24 - Places of Worship in D-CM Zoning District - First Reading

MEETING DATE

April 9, 2024

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

City staff has been recently contacted by representatives of Liberty Church regarding their proposed usage of the Imogene Theater property, which they recently purchased. They intend to use the building for church services, which is a prohibited use within the D-CM zoning district in which this property lies. In conversations with staff, church representatives have expressed their desire to request that the City Council change the City's regulations to allow the use within the Imogene Theater.

SUMMARY

The proposed ordinance to allow places of worship within the D-CM zoning district is attached. The ordinance also provides for a use standard for places of worship within the D-CM district requiring the provision of a permanent exemption from the provisions of the existing alcohol requirements in chapter 6 of the City's Code of Ordinances.

RECOMMENDATION

This is the first of two public hearings that must take place to modify the list of allowable uses in the City's zoning use matrix from Article 7.3 of the Unified Development Code. Staff recommends review of the draft ordinance that is available for first reading.

ATTACHMENTS

1. Ordinance_Liberty_Church_DCM_022024

ORDINANCE NO. 10-24

AN ORDINANCE AMENDING SECTIONS 7.3 AND 8.1 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MILTON, UPDATING THE USE MATRIX TO ALLOW CHURCHES WITHIN THE D-CM ZONING DISTRICT AND ADDING ASSOCIATED USE STANDARDS FOR PLACES OF WORSHIP; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Unified Development Code Amendment.

The City of Milton Code of Ordinances is hereby amended as set forth in and incorporated herein by reference.

Section 7.3 Use Matrix.

	R-1AA	R-1A	R-1	R-2	R-3	R-U	R-C1	C-1	C-2	-3	D-CM	SSC-RC	P-E	CO N	REC	USE STANDARD
PRINCIPAL USE																
Place of Worship	S	S	S	S	P	P	P	P	P	P	<u>P</u>	P				<u>8.1 UUU</u>

Section 8.1 UUU: Places of Worship.

1. All Places of Worship proposing to establish within the D-CM zoning district after the effective date of this ordinance shall be required to provide, through its governing body, a permanent exemption to the application of the provisions Section 6.5 of the City of Milton Code of Ordinances pertaining to minimum distances between places of worship and establishments selling alcohol for consumption on the premises, prior to establishment of the place of worship.

Section 2: Severability.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance and the City of Milton's Unified Development Code shall remain in full force and effect.

Section 3: Repealer.

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

Section 4: Effective Date.

This Ordinance shall be effective upon passage by the City Council.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the _____ day of _____, 2024.

CITY OF MILTON, FLORIDA

BY: _____
HEATHER LINDSAY - MAYOR

ATTEST:

CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

Alex Andrade



Agenda Item # 2024-2337

Resolution #2024-19 RESTORE Council Appointee

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Santa Rosa County Resolution 2012-32 Establishing LRC
2. Resolution 2024-19 RESTORE Council Appointment

A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA RELATING TO THE RESOURCES AND ECOSYSTEMS SUSTAINABILITY, TOURIST OPPORTUNITIES, AND REVIVED ECONOMICS OF THE GULF COAST STATES ACT OF 2012 (THE "RESTORE ACT"); ESTABLISHING SANTA ROSA COUNTY'S LOCAL RESTORE COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Santa Rosa County was substantially impacted by the Deepwater Horizon Oil Spill which occurred in the Gulf of Mexico on or about April 20, 2010; and

WHEREAS, Santa Rosa County experienced severe damage from said oil spill resulting in property loss, economic hardship, and threats to public health and safety, natural resources and the local economy; and

WHEREAS, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast States Act of 2012 (the "RESTORE Act") which established potential funding sources for various purposes which will enhance and benefit Santa Rosa County and the Gulf Coast area; and

WHEREAS, Santa Rosa County has determined that it is in its best interest to establish the Santa Rosa County Restore Council ("the Council"), the purpose of which shall be to, among other objectives as set forth by the Board of County Commissioners:

1. Review potential projects and expenditures under the RESTORE Act, and solicit public input regarding such projects and expenditures;
2. Develop a multi-year implementation plan (the "Plan") to implement and carry out the purposes and intent of the RESTORE Act, and solicit public input to assist in the development of the Plan;
3. Submit the Plan to the Santa Rosa County Board of County Commissioners for approval, and update the Plan no less than annually;
4. Work or consult with with any firm, coalition, or consultant as directed by the Santa Rosa County Board of County Commissioners to carry out the purposes of the Council.

NOW, THEREFORE, BE IT RESOLVED that the Santa Rosa Board of County Commissioners hereby establishes the Santa Rosa County Restore Council ("the Council") to be comprised of eleven (11) members as follows:

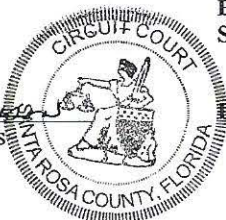
1. Each County Commissioner shall nominate one member who shall reside in the nominating Commissioner's district. Each nominated member must be approved by the Board of County Commissioners;
2. The City Council of the City of Milton shall nominate one member. The nomination must be approved by the Board of County Commissioners;
3. The Town Council of the Town of Jay shall nominate one member. The nomination must be approved by the Board of County Commissioners;
4. The City Council of Gulf Breeze shall nominate one member. The nomination must be approved by the Board of County Commissioners;
5. The Navarre Beach Area Chamber of Commerce shall nominate one member. The nomination must be approved by the Board of County Commissioners;
6. The Chairman and the Restore Representative of the Board of County Commissioners.
7. Any member of the Council may be removed upon the motion of a County Commissioner, upon majority vote of the Board of County Commissioners;
8. All members, with the exception of the BOCC members, must be shown by the nominating commissioner or body, to have experience or expertise in one or more of the following areas: the environment, coastal resources, business development, tourism, or economic development;
9. One of the County Commissioner members of the Council, selected at the discretion of the Chairman of the Board of County Commissioners, shall serve as chairman of the Council; and,
10. All appointments to the Council shall be for a term of two years, with the exception of the County Commissioner members, who shall serve one year terms.

The Council shall meet within one month after the Board of County Commissioners approves the members outlined in Paragraph 1, above. The Council shall establish its own meeting schedule.

PASSED AND ADOPTED this 13th day of September, 2012, by a vote of 5 yeas, 0 nays, and 0 absent, of the Board of County Commissioner of Santa Rosa County, Florida.

ATTEST:

Mary M. Johnson
Mary M. Johnson, Clerk of Courts



**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

Jim Williamson
BY Jim Williamson, Chairman

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, CITY COUNCIL TO NOMINATE ITS MEMBER TO THE LOCAL RESTORE COUNCIL.

WHEREAS, Santa Rosa County Commission Resolution 2012-32 established the Local RESTORE Council, and

WHEREAS, pursuant to that Resolution the Milton city council nominates one member to the Local RESTORE Council and that appointment is then considered for approval by the Santa Rosa County Commission, and

WHEREAS, the Milton city manager has previously been nominated by the city council as the city's member on the Local RESTORE Council, and

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

The City of Milton hereby nominates city manager Randy Jorgenson to serve as its member representative on the Santa Rosa County Local RESTORE Council.

Approved and adopted this 9th day of April 2024.

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney



Agenda Item # 2024-2343

Resolution #2024-20 Commitment to a Safe & Productive Working Environment for All City Staff

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Resolution 2024-20 Safe & Productive Work Environment

RESOLUTION 2024-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON AFFIRMING ITS COMMITMENT TO A SAFE AND PRODUCTIVE WORKING ENVIRONMENT FOR ALL MEMBERS OF CITY STAFF.

WHEREAS, on January 30, 2024, Mayor Heather Lindsay submitted an official complaint to the Florida Bar on behalf of the City, but without the Council's approval or knowledge; and

WHEREAS, within her complaint, the Mayor accused the City's attorney of malfeasance, misfeasance and actions violating the will of the City Council; and

WHEREAS, the Mayor's accusations against the City's attorney were false; and

WHEREAS, the City attorney's referenced actions were taken in furtherance of the will of the Council and ratified by the Council; and

WHEREAS, the City Council believes that an official investigation of the Mayor's interactions with the City attorney and other members of City staff is warranted to guarantee a safe and productive working environment for all members of the City's staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MILTON:

Section 1. The City Council hereby censures and condemns the Mayor's actions related to the submission of her complaint against the City's attorney.

Section 2. The City Council directs the City's attorney to conduct a review and submit questions regarding the Mayor's interactions with members of the City's staff to any entity with jurisdiction to investigate and make findings regarding the Mayor's actions which may violate any law, ordinance or duty which the Mayor owes to the City.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the ___th day of April, 2024.

CITY OF MILTON, FLORIDA

BY: _____
MAYOR

ATTEST:

CITY CLERK: _____

Legal in form and valid when signed by an attorney for the City.

Attorney



Agenda Item # 2024-2348

Resolution #2024-22 Role of the Mayor

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Resolution 2024-22 Role of Mayor

RESOLUTION 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON REITERATING THE ROLE OF THE COUNCIL AND MAYOR.

WHEREAS, the Council and Mayor are charged to follow and enforce the ordinances of the City of Milton within their respective roles as established under the City's charter; and

WHEREAS, Mayor Heather Lindsay has taken actions the Council believes exceed her authority under the City's charter and ordinances; and

WHEREAS, the Mayor has abused her authority to call special meetings and run Council meetings; and

WHEREAS, the Mayor has interfered with the work of the City Manager on multiple occasions; and

WHEREAS, the City Council desires to reiterate and reassert the form of government of the City, which consists of a Council that directs the work of the City Manager, who executes the will of the Council and serves as the chief executive for the operations of the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MILTON:

Section 1. The City Council hereby censures and condemns the Mayor's actions in exceeding her authority under the City's charter and ordinances.

Section 2. The City Council directs the City's attorney to conduct a review and submit questions regarding the Mayor's interference with the will of the Council and instances where she has exceeded or abused her authority under the charter and ordinances of the City to the proper entities possessing jurisdiction to review such questions.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the ___th day of April, 2024.

CITY OF MILTON, FLORIDA

BY: _____
MAYOR

ATTEST:

CITY CLERK: _____

Legal in form and valid when signed by an attorney for the City.

Attorney



Agenda Item # 2024-2378

Resolution #2024-23 Adoption of Statewide Mutual Aid Agreement

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Resolution 2024-23 Authorizing Adoption Statewide Mutual Aid Agreement
2. Resolution 2024-23 Attachment

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, CITY COUNCIL TO AUTHORIZE THE ADOPTION OF A STATEWIDE MUTUAL AID AGREEMENT.

WHEREAS, The State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency, and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area, and

WHEREAS, the Resolution authorizes the request, provision and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA, that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

Approved and adopted this 9th day of April 2024.

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



Agenda Item # 2024-2379

Resolution #2024-24 Reappoint Bill Kranz to MPD Pension Board

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Resolution 2024-24 Reappoint Bill Kranz to MPD Pension Board

RESOLUTION 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON REAPPOINTING BILL KRANZ TO ITS POLICE OFFICERS' PENSION TRUST FUND BOARD.

WHEREAS, the City Council recognizes the benefit of maintaining a board to oversee and direct actions related to the pension trust fund of the City's police department (the "Pension Board"); and

WHEREAS, the City Council has considered the recommendations of the Pension Board; and

WHEREAS, on March 29, 2024, the Pension Board voted to reappoint Bill Kranz to continue his service as a trustee of the Pension Board.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MILTON:

Section 1. The City Council ratifies the decision of the Pension Board to reappoint Bill Kranz as a trustee to serve Milton Police Officers' Pension Trust Fund as its 5th trustee.

Section 2. The City Council hereby reappoints Bill Kranz as the 5th trustee of the Milton Police Officers' Pension Trust Fund.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the _____ day of _____, 2024.

CITY OF MILTON, FLORIDA

BY: _____
MAYOR

ATTEST:

CITY CLERK: _____

Legal in form and valid when signed by an attorney for the City.

Attorney



Agenda Item # 2024-65

SEPA: Blackwater River Music Fest 2024 (10/5/24)

MEETING DATE

April 9, 2024

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This application is for an event coordinated by Apex Shows and Events of Pensacola. Apex has hosted several events with us over the past year including a couple market and food truck festival events.

This event would be a ticketed concert held at Jernigan's Landing on Saturday, October 5th. The event would run from 11:00 AM until 10:00 PM and feature food trucks and live music. This event is open to the public, but the event organizer plans on barricading the events area to ticket holders only. This setup is somewhat similar to previous event hosted by the Krewe of Airship Pirates.

For this event, the organizer has requested the use of the following:

- Jernigan's Landing: Riverside - \$100.00
- Jernigan's Landing: Festival Area - \$150.00
- Portable Restroom - \$250.00
- City Stage (Old) - \$350.00
- Dumpster (1) - \$50.00
- Barricades (1 set) - \$100.00

Total City Fees: \$1000.00

Additionally, the organizer requested the closure of South Willing and Pine Streets as well as a waiver for the City's Noise Ordinance and Open Container Ordinance during the event.

SUMMARY

RECOMMENDATION

City Staff recommends approval of this event.

ATTACHMENTS

1. SEPA - Blackwater River Music Fest 2024



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 Meana Rd City: Pensacola

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

Event POC: Christie Sacuse

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

Event Information

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

Event Name: Blackwater River music fest

Event Website/ Event Page: www.apexshowsandevents.com

Event Location: Teniger's Landing Event Date(s) 10/5/24 to 10/5/24

Time of Event: Day 1 11am to 10pm (Day 2 - Optional) _____ to _____

Setup Date & Time: 10/5/24 at 7am Teardown Date & Time: 10/5/24 at 10pm

Estimated Attendance: 2000 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? Social media, website, sponsors, radio, TV

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:

- | | <u>QTY</u> | | <u>QTY</u> |
|---|-------------------|--|----------------------|
| ☒ 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 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): _____

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 16th day of MARCH in 2024

Name of Special Event Blackwater River Music Fest
Date(s) of Special Event 10/5/24
Name of Organization Apex Shows & Events LLC
Event Organizers Name CHRISTIE SAUSE
Address of Organization 5220 MEDINA RD PENSACOLA FL 32507
Phone Number 850 376-9350
Email Christie@apexshowsandevents.com

Printed Name

Signature

Christie Sause

Christie Sause

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



Agenda Item # 2024-83

SEPA: Private Reunion Event (6/1/2024)

MEETING DATE

April 9, 2024

PREPARED BY

Jay Conrad, Events Coordinator

BACKGROUND

This special event application is for a private reunion event that is scheduled to take place on June 1st at Russell Harbor Landing.

The event organizer has requested that the City temporarily lift its ordinance on dogs in City Parks as the reunion is for a dog breeder who is looking to reconnect with some of the dogs she has raised over the years and the owners who have been taking care of them.

The event organizer has already rented the necessary pavilions from our Parks and Recreations Department to hold this event and is simply seeking Council's permission to have the dogs there at the park for the day. The event organizer has promised to ensure that any messes created during this event will be cleaned up before their departure.

SUMMARY

RECOMMENDATION

City staff recommends approval of this event.

ATTACHMENTS

1. SEPA - Private Reunion Event June 2024



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: N/A

Address: _____ City: _____

Phone: _____ Email: farmerclary@gmail.com

Event POC: Carol Farmer

Phone: 850 530 3826 Email: _____

Event Information

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

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

☐ Other: _____

Event Name: Private Reunion Event

Event Website/ Event Page: _____

Event Location: Russel Harbor Landing Event Date(s) 6/1/24 to same

Time of Event: Day 1 9:00 AM to 5:00 PM (Day 2 - Optional) _____ to _____

Setup Date & Time: 6/1/24 at 8:00 AM Teardown Date & Time: 6/1/24 at 5:00 PM

Estimated Attendance: 20-30 Is the Event Free to attend? ☐ YES ☒ NO

Private

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? D/A

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: <u>Russel Harbor Landing Pavilion #15 - rented through P&R Dept.</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.

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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) _____ 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): _____

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.



Agenda Item # 2024-48

Announcing Ward 4 Planning Board Appointment

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

None



Agenda Item # 2024-2336

Molly Turnes Travel Request - 2024 Florida League of Cities Insurance Summit - April 16-18, 2024

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

This request is a travel request for training purposes as Risk Manager for Molly Turnes. The annual Florida League of Cities Insurance Summit will be held in Orlando, April 16-18.

SUMMARY

This conference is scheduled to take place on April 16-18, 2024, and carries an approximate total cost of \$1,200.00 to the City. This item is budgeted. The conference is necessary for Molly Turnes to be able to best serve the City of Milton as Risk Manager. The information about this conference is attached.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. FLC Insurance Summit Announcement

2024 INSURANCE Florida League of Cities Summit



April 16-18, 2024

Hilton Orlando Lake Buena Vista

Join us in Orlando for the Florida League of Cities' second annual Insurance Summit. This event will provide relevant training and education to public entity staff responsible for insurance, risk management and human resources. The Insurance Summit will also inform attendees of the state of the Florida insurance market, with a focus on the current property and casualty insurance and health insurance markets.

Schedule at a Glance*

Tuesday, April 16, 2024

3:00 p.m. – 6:30 p.m.

Registration Desk Open

5:30 p.m. – 6:30 p.m.

Welcome Reception

7:00 p.m. – 9:00 p.m.

Dinner at House of Blues

Wednesday, April 17, 2024

8:00 a.m. – 8:45 a.m.

Continental Breakfast

8:00 a.m. – 5:00 p.m.

Registration Desk Open

8:45 a.m. – 9:00 a.m.

Welcome and Introductions

9:00 a.m. – 10:15 a.m.

Opening General Session – Property and Casualty Insurance Market Update

Last year brought one of the most challenging property insurance markets since the mid-2000s. Casualty coverages, such as liability and workers' compensation, have experienced more stability in recent years; however, wage inflation has been pushing insurable casualty exposures (and, in turn, premiums) higher. What's currently happening in the property and casualty insurance marketplace, and what is the market outlook? This session, presented by property and casualty experts, will keep you informed on the current insurance market and what's to come.

10:30 a.m. – 11:20 a.m.

CONCURRENT SESSIONS

Florida Risk Pools and Insurance Basics

Florida "risk pools" were first established almost 50 years ago when the traditional insurance market pulled away from insuring local governments, where risk pools stepped in to provide necessary insurance coverages to local governments throughout the state. What are the key differences between a risk pool and a traditional insurance carrier? What key factors – financial, operational and otherwise – make one risk pool different from

another? This session will help you understand why risk pools are relevant and what makes risk pools different from traditional carriers and from one another. You will also learn some basic insurance tools and concepts, including navigating your policy and understanding your deductibles and limits for various property and casualty coverages.

Risk Management Techniques

Key benefits of the Insurance Summit include networking and sharing best practices with one another. Facilitating member-to-member connections and enhancing risk management techniques across the state benefit us all. This session will share risk management techniques from local governments with award-winning programs. Learn how your peers have taken a focused and creative approach to addressing risk and safety management, and take a few ideas home that will elevate your game in risk management implementation, innovation and leadership.

11:30 a.m. – 12:30 p.m.

Networking Lunch

12:40 p.m. – 1:40 p.m.

General Session – Legislative Update

As legislation changes, local governments must adapt to comply with new laws and regulations. This session will review insurance-related legislative changes from recent years, including the 2024 Legislative Session. You will gain an understanding of legislation that passed, legislation that failed and their implications for your organization and Florida's insurance market.

1:50 p.m. – 2:40 p.m.

CONCURRENT SESSIONS

Well-being, Weight Loss and Diabetes: Are You Down with GLP?

Glucagon-like peptides (or GLP-1s), such as Ozempic and Wegovy, have created a lot of buzz and controversy in the weight loss and diabetes prevention/management healthcare space. Advantages and disadvantages continue to be weighed, and questions remain without definitive answers. Does it make sense long term? What about the side effects? Do the costs have a positive ROI on your health plan? At this session,

experts from healthcare consulting firm WTW (formerly Willis Towers Watson) and well-being powerhouse WebMD will discuss the good, the bad and the ugly relating to the GLP-1 craze.

Managing Your Property Schedule to Maximize Coverage and Explore Savings Opportunities

In the wake of one of the most challenging property insurance markets in decades, it is critically important to understand your property insurance schedule and manage risk while balancing the cost of property insurance. Effective risk selection, or the process many local governments employ to balance property insurance coverage with government-owned property assets, is key to maximizing insurance coverage and managing insurance costs. This session will include a dialogue among property appraisal experts, insurance agents and local government risk management staff, where they will discuss strategies to effectively manage property schedules to maximize insurance coverage and explore opportunities for savings.

2:40 p.m. – 3:10 p.m.

Refreshment and Networking Break

3:10 p.m. – 4:00 p.m.

CONCURRENT SESSIONS

Book 'Em, Danno! Insurance Fraud and Subrogation 101

Nationally, insurance fraud is estimated to cost over \$300 billion annually – which directly increases insurance rates and indirectly raises prices of goods and services. Who pays for these bad actors? Ultimately, the consumer and taxpayer – all of us! Insurance carriers have fraud investigation units to assist in investigating and prosecuting insurance fraud, but it all starts with identification of potential fraud. And while insurance adjusters are trained to look for potential red flags, the best leads often come from the members and/or co-workers. This session will inform you about workers' compensation insurance fraud and how an employer and its insurance carrier can make an effective "tag team" to combat fraud and assist with subrogation recoveries.

Cybersecurity: What's Your Status?

Over the past decade, cyberattacks have been increasing in frequency and severity. The Florida Legislature has passed certain laws to ensure that all local governments meet minimum cybersecurity standards. Depending on your population size, these laws became effective January 1, 2024, or will become effective January 1, 2025. What's your status as it relates

to meeting these standards? This session, presented by cybersecurity experts from Cyber Florida, will examine the latest and best cybersecurity practices and identify resources to give you confidence in cybersecurity standards and to know your organization is secure.

4:10 p.m. – 5:00 p.m.

CONCURRENT SESSIONS

First Amendment Audits: Don't Get Got by the "Gotcha Game"

A phenomenon called "First Amendment audits," where citizens put local governments to the test of First Amendment rights, is sweeping the nation. These "auditors" can show up anywhere – often at city hall or in an encounter with law enforcement. Can you designate certain buildings or facilities as "off-limits?" It depends. So, what access do First Amendment auditors really have? This session will explore location-based categories, such as traditional public forums versus nonpublic forums. You will also learn about individual rights to film local government employees and/or officials. Come gain clarification on these and other questions related to this evolving issue.

Budgeting for Insurance Costs

Local governments follow a budget process where, among many budgeting analyses and projections, next fiscal year's expenditures must be reasonably estimated. How do governments budget for insurance costs, and what factors are considered when estimating year-to-year changes in insurance costs? In this session, two local government practitioners – a finance director and a risk manager – will share their best practices in estimating insurance costs as they navigate the budget cycle. The panelists will discuss how they collaborate and what key information is used to reasonably estimate the costs of various insurance coverages.

6:30 p.m. – 8:30 p.m.

Reception and Dinner

Thursday, April 18, 2024

7:45 a.m. – 11:00 a.m.

Registration Desk Open

8:00 a.m. – 9:30 a.m.

Breakfast Workshop with Your Peers

Grab some breakfast and get ready to network with your peers and digest current trends and key topics **in separate breakfast workshops – one for human resources and one for risk management.** With input from you and your peers, Florida League of Cities staff will facilitate a group discussion on a variety of HR- and risk-related topics. Learn from your peers about current challenges and solutions facing your organization and other similar organizations. Equally importantly, continue your educational journey beyond the Insurance Summit by expanding your network with similarly focused local government practitioners.

9:30 a.m. – 10:00 a.m.

Checkout and Return

10:00 a.m. – 11:00 a.m.

General Session – 2024 Healthcare Perspectives: BOTH Employer and Employee

Recent focus has been on the property insurance "hard market" due to rising rates and premiums. But for many local government employers, the cost of health insurance and other employee benefits continues to be the largest annual insurance budget line item. What should you expect in healthcare and employee benefits in 2024? This general session will cover the employer and employee perspectives on various benefit programs with a focus on healthcare. Experts from a nationally recognized healthcare brokerage, consulting and actuarial firm will share their 2024 healthcare and benefits insights.

11:10 a.m. – 12:00 p.m.

CONCURRENT SESSIONS

It's all Fun and Games Until Someone Calls HR

HR professionals are charged with maintaining a workplace that emphasizes the performance expectations and structure of the employer while acquiring, training and valuing the individuals who constitute the workforce. This balancing act is further challenged by the ever-changing and fast-paced world of laws, rules and regulations impacting the workforce. Never fear; the Employment Law Advisor is here to help HR professionals effectively handle issues as they arise and reduce the risk of liability. Join us as a leading Florida employment lawyer discusses some of the hot topics in labor and employment law affecting local governments.

Objection, Your Honor! Understanding the Litigation Perspectives of Defense Counsel vs. Plaintiff Attorneys

Allegations of local government negligence can lead to claims and often costly litigation. Was the government negligent? It's often a matter of perspective between the member and insurer (and defense counsel) and the plaintiff (and plaintiff's attorney). But what are those perspectives, and how can two opposing views come from one set of facts and circumstances? In this session, you will hear a lively debate and case presentation between two attorneys from opposite ends of the legal spectrum. This session will also explore Florida's 2023 tort reform laws and what the future might hold for litigation throughout the state.

12:00 p.m. – 1:00 p.m.

Closing Lunch

**This is a tentative schedule and subject to change.*

Conference Housing Information

The **Hilton Orlando Lake Buena Vista**, located next door to Disney Springs, will serve as the host hotel for the FLC Insurance Summit. The hotel is offering the reduced rate of **\$219/night** for summit participants, plus a reduced resort fee of **\$25/night**, for a total rate of **\$244/night**. Guests will receive a 30% discount on self-parking.

Note that the hotel will **NOT** accept any reservations until your registration is paid. Once we have received your registration payment, you will receive complete housing instructions via email.

Please note that the reservation cutoff date is **Friday, March 15, 2024**. It is important that you register for the Summit early so that you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis**. We are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, **so please register early**.

Registration Information

Advance Registration Procedure

All participants are encouraged to register in advance to avoid any delays at the registration desk. Please register online at flcities.com with a credit card or return the completed registration form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302.

Registration Fees

The registration fee for the Insurance Summit is **\$300** per person. Registration is open to employees of municipalities, counties and special districts **ONLY**. Registration includes all workshops; Tuesday's welcome reception and dinner; Wednesday's lunch, reception, dinner and breaks; and Thursday's lunch and breaks. Note that the registration fee will increase to **\$350 after February 19, 2024**.

Registration Deadline

All registration forms must be received no later than **Monday, February 19, 2024**, to qualify for the early registration fee. After February 19, registrations will be subject to the fee as noted above.

Refunds

Summit registration cancellation requests must be sent via email to mhowe@flcities.com. All cancellations received in the FLC office by 5:00 p.m., **Friday, April 5, 2024**, will receive refunds minus a **\$50.00** cancellation fee. Refunds will be issued after the Summit. Registrations may be transferred to another individual with advance notification.

2024 Insurance Summit Registration Form

Return completed form via mail to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website at flcities.com to access online registration.

NOTE: Credit card payments may be made only online.

Please type or print the information requested. **Fill out a separate form for each registrant.**

Name _____
First Middle Last

First Name or Nickname _____
(As you wish it to appear on your badge)

Title _____ Affiliation _____
(City, County, or District)

Address _____

City _____ State _____ Zip _____

Phone Number _____

Email Address (for confirmations) _____

Registration Fee: \$300. Includes all workshops; Tuesday's welcome reception and dinner; Wednesday's lunch, reception, dinner and breaks; and Thursday's lunch and breaks. Note that the registration fee will increase to **\$350 after February 19, 2024.**

Registration is open to employees of municipalities, counties and special districts **ONLY.**

Make checks payable to the **Florida League of Cities.**

Summit registration cancellation requests must be sent via email to mhowe@flcities.com. All cancellations received in the FLC office by 5:00 p.m., **Friday, April 5, 2024**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the Summit. Registrations may be transferred to another individual with advanced notification.

Special Needs: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description of those needs to your registration form.



Agenda Item # 2024-56

New FTE Position & Job Description

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

The City Manager is recommending the addition of an FTE for an Assistant City Manager position. This requires the council to authorize the FTE as well as approve the job description.

SUMMARY

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Assistant City Manager Job Description

Assistant City Manager Job Description

SUMMARY: The Assistant City Manager is a non-supervisory position intended to support and assist the City Manager, as well as to provide assistance to department directors as requested by the City Manager. Primary responsibilities relate to management of special projects, support services to City Manager (and department directors if requested by the City Manager), assistance with communications between departments, and organization of contracts and capital projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following are not to be construed as an exclusive or all-inclusive listing of skills and abilities required to perform the job. Management may delegate other responsibilities as required.

- Demonstrates commitment to the City's mission, vision, values, and goals.
- Represents the city in a professional, dignified manner.
- Ensures timely communications regarding internal and external inquiries.
- Assists the City Manager with the Day-To-Day Operations of the City.
- Assists the City Manager with Mayor/City Council communications, Council meeting preparations and meeting management.
- Performs administrative duties assigned by the City Manager.
- Assists the City Manager, Budget Director, and Department Directors with the preparation of the Annual Budget.
- Assists with communications between departments.
- Serves as administrative liaison to department directors; meets with directors to provide assistance as needed.
- Serves as City Liaison to other governments, civic and business organizations as assigned.
- Completes the Legislative Budget Request Process annually.
- Assists in the collection of information from Departments on manpower and needs.
- Assists Departments on the options available for accomplishing certain goals and objectives as approved by the City Manager.
- Assists citizens, stakeholders, and other constituents with issues regarding the City.
- Manages special projects as directed by the City Manager.
- Performs research and writes reports as directed by the City Manager.
- Attends City Council meetings, management, executive and administrative meetings for the dissemination of information and to keep up with trends in city issues, legislative changes and funding concerns.
- Serves as the Acting City Manager in the event of a temporary absence of the City Manager.
- Prepares and maintains a variety of critical executive/administrative records and reports for review by the City Manager.
- Other duties as assigned.

SUPERVISORY RESPONSIBILITIES: This is a non-supervisory position.

QUALIFICATIONS

Education and Experience: Master's degree in Public Administration or related field and a minimum of four (4) years' experience in local government or a Bachelor's degree in Public Administration or a related field and a minimum of eight (8) years' experience in local government.

Licenses or Certifications: None.

Special Requirements: None.

Knowledge, Skills, and Abilities:

- Knowledge of municipal form of government and public administration.
- Knowledge of municipal form of government and public administration principles and practices.
- Knowledge of standard procedures and rules for the conduct of meetings.
- Knowledge of effective planning, organizing, and project management methods.
- Knowledge of government procurement procedures and best practices.
- Knowledge of researching program issues, evaluating alternatives, making sound recommendations, and preparing effective staff reports and presentations.
- Ability to operate a personal computer and various software applications for word processing, spreadsheets, presentation material, website and social media management, agenda management, document storage systems, and related programs.
- Ability to build cohesive units from diverse departments.
- Ability to plan, assign, direct, and evaluate the work of subordinates.
- Ability to produce reports with proper format, punctuation, spelling and grammar, using all parts of speech.
- Ability to learn and understand subject matter principles and techniques.
- Ability to acquire and expound on knowledge of topics related to primary occupation.
- Ability to utilize mathematical formulas; add and subtract, multiply, and divide totals; determine percentages; and determine time and weight and interpret same as may be appropriate.
- Ability to communicate and organize effectively.
- Ability to promote teamwork and foster positive, effective working relationships.

PHYSICAL REQUIREMENTS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must be physically able to operate a variety of essential job-related machines and office equipment. Must be able to move or carry essential job-related objects or materials.

CAREER DEVELOPMENT:

- Continuing Education (seminars, job-related coursework at post-secondary institutions, continuing education credits/CEU's)
- Certifications

- Training (Either as participant or trainer)
- Involvement in relevant professional or technical associations
- Serving on city committees
- Volunteering to take responsibility for special projects, cross training.



Agenda Item # 2024-220

Out of Service Vehicles Ready for Auction

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

The City of Milton has 3 vehicles that have been taken out of service and are ready for auction.
PD Vehicle # 05-13; 2013 Dodge Charger; 136,389 miles
PD Vehicle # 13-12; 2012 Dodge Charger; 98,371 miles
Landscaping Vehicle # 70-08; 1988 Chevrolet 1500; 269,072 miles

SUMMARY

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

None



Agenda Item # 2024-222

Exchange Hotel Blackwood Financial Group Facade Grant

MEETING DATE

April 9, 2024

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

Grant application is for:
5185 Elmira Street
Painting of exterior windows and doors
Landscaping

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. Grant Work Proposal
2. 2023 Estimate Template
3. Estimate_153_from_Kirchoff_Services_LLC
4. Paint Quote
5. Proposal-Elmira St
6. Estimate_num_21663

Proposed Changes

Blackwood Financial Group

5185 Elmira Street, Milton, FL

Historic Exchange Hotel

March 2024

BLACKWOOD
FINANCIAL GROUP

Window Repair/Paint

Blackwood Financial Group

5185 Elmira Street, Milton, FL

Historic Exchange Hotel

March 2024



Repair and paint exterior windows

Door Design
Blackwood Financial Group
5185 Elmira Street, Milton, FL
Historic Exchange Hotel
March 2024

Current Door →



Historic Door Vision
with glass



Landscaping Design

Blackwood Financial Group

5185 Elmira Street, Milton, FL

Historic Exchange Hotel

March 2024

We'd like to install mulch in the flower beds and might propose plantings at a later date



Tree Impaired...take down trees.

Clean out flower beds and put down mulch...remove palm

Landscaping Design

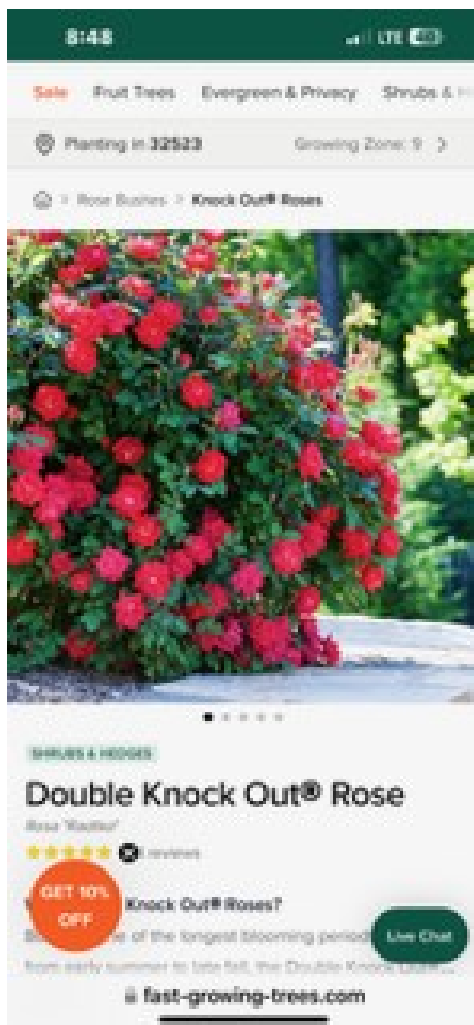
Blackwood Financial Group

5185 Elmira Street, Milton, FL

Historic Exchange Hotel

March 2024

Clean out planter
and install Knock
Out roses pictured



Sign Design Concept
Blackwood Financial Group
5185 Elmira Street, Milton, FL
Historic Exchange Hotel
March 2024



First floor street front elevation 15' x 40' = 600 sqft

Whole building face 32' x 40' = 1280 sqft

ESTIMATE

Estimate Date : March 20, 2024
Project : Exterior painting
ESTIMATE # 1092

Estimate For:
Robert McCool

Address:
5318 Lakewood Dr.
Milton FL 32570
(850) 572-2220
jharrington@blackwoodfg.com



Address
4811 Spears St. Pace, FL 32571
Phone #:
(910) 797-3605
Email: Joshua@HessPaintingFL.com
Website: HessPaintingFL.com

"Life's a dance you learn as you go.
Sometimes you lead, sometimes you follow." - John Michael Montgomery

NO	ITEM DESCRIPTIONS	PRICE	TOTAL
1	37 Large windows (Scrape, sand, caulk, peel bond, paint two coats)	\$325	\$12,025
2	8 Small windows (Scrape, sand, caulk, peel bond, paint two coats)	\$225	\$1,800
3	13 Window screen removal (remove, discard, fill wholes)	\$25	\$325
4	Window cleaning for all 42 windows	\$15	\$630

Manlift rental included

SUB TOTAL	\$14,780
TAX 7.5%	N/A
PAID	
ESTIMATE TOTAL	\$14,780

We accept:

Check, Cash, Debit or Credit Card

TERM & CONDITIONS

*50% of estimate is due 7 days prior to starting job. Bid is valid for 30 days of the date of this estimate. 6% finance charge for all 15-day overdue invoices



WE THANK YOU FOR THE OPPORTUNITY TO BID YOUR PROJECT

Signature: _____

By signing this quote the customer accepts the scope of work and prices stated in this estimate.

ESTIMATE TOTAL:
\$14,780

Kirchoff Services LLC

6828 Chuckwagon Ln
Milton, FL 32570 US
kirchoff32@gmail.com

Estimate

ADDRESS
Julie Harrington
5185 Elmira Street
Milton, FL 32570 USA

ESTIMATE 153
DATE 04/01/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Exterior windows	This charge includes labor for refinishing the exterior windows in the building. The process will include the following: scraping off all loose paint or chipping paint, sanding all surfaces of each window, priming all windows to ensure the top coat adheres properly and lasts for years to come, caulking all windows with a quality exterior caulk, and applying a quality exterior paint.	40	300.00	12,000.00
	Paint	This charge includes all paint and primer needed to complete the project. All paint is purchased at Sherwin Williams.	20	50.00	1,000.00
	Supplies	This charge includes all supplies needed to complete the project in a professional manner. Items such as caulk, plastic and tape.	1	300.00	300.00
	Boom lift	This charge includes the cost of a lift rental for the project. A lift is necessary so I would not have to move my ladders for all the windows.	1	2,500.00	2,500.00

A down payment of 25% is required to start all projects.

TOTAL \$15,800.00

Accepted By

Accepted Date

Monte Boccia Painting 850-995-0263

068176

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
		3-19-24
NAME		
Exchange Hotel (Julie Herington)		
ADDRESS		
5185 Elmira Milton Fla.		
CITY, STATE, ZIP		

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
---------	------	--------	--------	-----------	-------------	----------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1. All Exterior Windows		
2	including Basement		
3	Windows		
4			
5	2. Scrape Glaze where needed,		
6	Minor repairs (Nailing loose trim)		
7	Prime, Caulk, Two Coats of		
8	Finish.		
9			
10	3. All Materials are included in		
11	price and will be Benjamin		
12	Moore, Caulk will be Tower		
13	Tech Sealants Acrylic Urethane		
14	Elastomeric		
15			
16	4. All White Bands when repairs		
17	are made.		
18			

RECEIVED BY

adams RDC5905

KEEP THIS SLIP FOR REFERENCE

01-11

Monte Boccia Painting

068177

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 3-19-24
NAME Exchange Motel Cont.		
ADDRESS		
CITY, STATE, ZIP		

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
---------	------	--------	--------	-----------	-------------	----------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Remove all storm windows		
2	and discard.		\$15,700.00
3			
4			
5			
6			
7			
8			
9			
10			
11			
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13			
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17			
18			

RECEIVED BY

adams RDC5895

KEEP THIS SLIP FOR REFERENCE

01-11 



Excellent Landscaping of Florida

Proposal

Sameh Mohammed (*owner*)

3786 East Johnson Avenue

Pensacola, FL 32514

(850) 291-4625

ExcellentLandscapingofFlorida@gmail.com

DATE: April 1, 2024

For:

Blackwood Finacial

DESCRIPTION	AMOUNT
Remove all trees/scrubs	\$ 1,400.00
Cleanout all flower beds (4" deep gravel)	\$ 1,200.00
Pull weeds around building and parking lot/spray	\$ 500.00
New plants in flower beds (roses)	\$ 200.00
Remove all vines growing on building	\$ 300.00
New mulch (approx. 150 bags)	\$ 1,000.00
Flowerbed cover cloth	\$ 400.00
Landfill charges	\$ 500.00
Labor included in all charges above	
TOTAL	\$ 5,500.00

Make all checks payable to Excellent Landscaping of Florida

If you have any questions concerning this Invoice, contact Sameh Mohammed (850) 291- 4625
ExcellentLandscapingofFlorida@gmail.com

THANK YOU FOR YOUR BUSINESS !!

ESTIMATE

Florida Turf Pros

5648 Preakness Court
Pace, FL 32571
(850) 378-2300



Florida Turf Pros
Friendly. Convenient. Reliable.

To:
Julie Harrington
5185 Elmira Street
Milton, FL 32570

Estimate #	21663
Estimate Date	04/02/2024
Total Amount	\$6,500.00

Item	Quantity	Price	Tax1	Tax2	Line Total
Property Cleanup	1.0	\$6,500.00			\$6,500.00

Subtotal:	\$6,500.00
Tax:	\$0.00
Past Due Amount:	\$0.00
Total Amount:	\$6,500.00

Scope Of Work:

1. All perimeter trees to be cut down and hauled off (No stumps ground)
2. Vines off building
3. Holley shrubs cut down and haul off
4. Pressure wash areas to improve appearance (pics of areas cleaned to be sent)
4. Weeds trimmed out of parking lot and curb areas
5. Weed killer and pre-emergent application to entire property
6. Dress beds with mulch as discussed (no rock removal)

1/2 balance of project (3250) is due one week prior to work beginning and balance is due on site upon completion. Please know this is a cash or check price and 4% will be added to the final invoice if choosing to pay for project with a card.

Notes

Thank you for choosing Florida Turf Pros. Have a great day!