



EXECUTIVE COMMITTEE MEETING

Regular Meeting Agenda

January 31, 2022
5:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

2. Invocation

Pastor Nicole Jackson of Bearing Fruit Community Church

3. Pledge of Allegiance

4. Approval of Agenda for Additional Items

- Recommendation for Additional Items from Staff
- Recommendation for Additional Items from Council
- To avoid unreasonably long meetings, additional items other than council reports will be deferred to a later meeting unless the item needs immediate attention, which may indicate the need for a Special Meeting.

5. Recognitions, Special Presentations and Awards

6. Public Hearings/Meetings

7. Invited Speakers

8. Persons to Appear

9. City Attorney's Report

10. City Clerk's Report

11. Agenda Items

Item # 2022-165

Sourcewell Cooperative Contract for Purchase of Hotmix Diesel Asphalt Trailer

Staff Items

Item # 2023-169

Dogwood Dr Rezoning Request

Vernon Compton
Ward I - Seat I

Item # 2022-148
Piggyback Santa Rosa County's Road Striping bid

Item # 2022-152
Bid Opening for RFP- Engineering Services Roeville Waterwell & Tank

Item # 2022-154
Chief Financial Officer and Director of Public Relations Job Descriptions

Item # 2022-158
Bagdad-Milton Connector

Jeff Snow
Ward III - Seat II

Item # 2022-155
City of Milton Board Vacancies

Shari Sebastiao
Ward IV - Seat I

Item # 2022-104
Cemetery Ordinance

- 12. Council Reports**
- 13. Mayor Report: Heather Lindsay**
- 14. City Manager's Report**
- 15. Public Input**
- 16. Adjourn/Recess**

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

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



Agenda Item # 2022-165

Sourcewell Cooperative Contract for Purchase of Hotmix Diesel Asphalt Trailer

MEETING DATE

January 31, 2022

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City purchasing policy allows Council to waive the bid process and use "Other Contracts" that have gone through the review processes and have been approved by another government entity. The Road & Street Department needs to purchase one Hotmix Diesel Asphalt Trailer.

SUMMARY

Sourcewell Contract 080521-KMI. Vendor Name K M International.

RECOMMENDATION

Request Council waive the bid process and approve using Sourcewell Cooperative Contract #080521-KMI for purchase of one Hotmix Diesel Asphalt Trailer from K M International for \$30,575.00. The Road Department, although not required, obtained 2 other quotes which were higher.

ATTACHMENTS

1. Sourcewell Cooperative to K M International and 2 additional quotes

 **K M INTERNATIONAL**
6561 BERNIE KOHLER DRIVE

Quote #1

KMII QUOTE

Date	Estimate #
11/4/2021	32792

Name / Address
CITY OF MILTON (FL) RANDY HOYT 6732 MAGNOLIA ST MILTON, FL 32570

Ship To
CITY OF MILTON (FL) RANDY HOYT 6732 MAGNOLIA ST MILTON, FL 32570

P.O. No.	Terms	Rep
	Net 30	MMB

Delivery
PO+30-45 DAYS

Item	Description	Qty	Cost	Total
KM 8000TEDD C2M2	KM 8000TEDD C2M2- 4 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER (18' STD) WITH ELECTRIC BRAKES,	1	27,625.00	27,625.00T
FREIGHT - NORTH BRANCH HANDLING	FOB - DOOR NORTH BRANCH, MI 48461 TO DOOR 32570 HANDLING/PACKAGING AND/OR CRATE CHARGES		2,800.00 150.00	2,800.00T 150.00T
	 SOURCEWELL CONTRACT 080521-KMI Out-of-state sale, exempt from sales tax		0.00%	0.00

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise.

Total

\$30,575.00 

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Keizer-Morris International, Inc.

Quoted By: _____

Accepted: _____

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

Quote #2



SOURCEWELL QUOTE CONTRACT #052417-FRM

No. OZ102821-614

2600 W Salzburg Street
Freeland, MI 48623
Phone: (989) 495 - 9332
Fax: (989) 495 - 9342

Requested By: Truck Equipment

End Customer:

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
10/28/21	11/28/21	FOB Midland, MI	Larry	Net 30

Qty	Item No	Description	Price
1	MI10257	4-Ton Falcon Asphalt Recycler & Hot Box Trailer 12-Volt Battery Triple Wall Construction and Fully Insulated Automatic Temperature Control Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Diesel Fuel Source VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Single Diesel Burner Dump Box (12-Volt Electric Over Hydraulic) Standard frame - 16' LED Lighting - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Operator, Parts and Service Manual Two-Year Machine Warranty and Lifetime Frame Warranty Freight to Mobile, AL, Steel surcharge - effective 8/1/21 Plus Applicable Sales Tax	\$29,851 Included Included \$1,596.00 \$1,250 32,697

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Agenda Item # 2023-169

Dogwood Dr Rezoning Request

MEETING DATE

January 31, 2022

PREPARED BY

Lyndsey Benton, Current
Planner/Zoning Officer

BACKGROUND

The City of Milton Planning Department received an application for a potential rezoning on Dogwood Dr. The rezoning request was reviewed at the Planning Board meeting on January 18th, 2022. The application requests the rezoning of 3 adjacent parcels totaling 3.8 acres on Dogwood Dr from R-1AA, Low Density Residential, Single Family Zoning District, to C-1, Neighborhood Retail Commercial Zoning District. The three properties have direct frontage along Dogwood Drive, and lie between Cherry Laurel Drive and Wisteria Drive.

SUMMARY

The new owner would like to rezone the property to C-1 (Neighborhood Retail Commercial District) to build a neighborhood retail commercial business complex that would be consistent with the surrounding area's businesses. The concept plan for the business complex consists of various restaurant, retail, office, and medical/dental office uses, and is found within the attached application. Other businesses with both C-1 Neighborhood Commercial Zoning and C-2 General Commercial Zoning are adjacent uses in the commercial corridor, including the new Publix development. Detailed discussions on traffic and noise generation were taken into consideration at the public workshop held at the Planning Board meeting on January 18th. The Public Hearing for the Rezoning Request will be held at the City Council meeting on February 8th, 2022.

RECOMMENDATION

Staff recommends review of the supporting documentation for this request. The Planning Board recommends approval of the Rezoning Request, subject to the execution of a Development Agreement.

ATTACHMENTS

1. Dogwood Staff Analysis
2. Dogwood Commercial Rezoning Application
3. Dogwood Commercial Rezoning Ordinance 2022
4. Dogwood Commercial FLUM Ordinance 2022

Dogwood Rezoning Request

Data & Analysis

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

PROPERTY LOCATION:

Parcel ID: 282N280000032460000, 282N280000032450000, and 282N280000032000000.

City of Milton GIS Map



EXPLAIN WHY THE PROPERTY CANNOT BE USED UNDER THE PRESENT ZONING CLASSIFICATION:

According to the City of Milton's Unified Development Code, properties within the R-1AA, Low Density Residential, Single Family Zoning District, the property is not permitted to be used for a commercial business complex. The proposed use is a mixed-use commercial business complex consisting of retail, office, and restaurant services.

EXPLAIN WHY THE REZONING IS NECESSARY TO PERMIT THE REASONABLE USE OF THE PROPERTY/

WHAT PROMPTED THE REQUEST: Within the C-1, Neighborhood Retail Commercial Zoning District, a commercial business complex of this capacity is permitted. The new owner would like to rezone the property to build a neighborhood commercial business complex that would be consistent with the surrounding area businesses. Other businesses with both C-1 Neighborhood Commercial Zoning and C-2 General Commercial Zoning are adjacent uses in the commercial corridor. Provisions including adequate screening and landscaping would be required to prevent nuisance noise or traffic congestion in the surrounding residential neighborhood in accordance with the City of Milton's Unified Development Code.

NOTE ON AREA TRANSPORTATION NEEDS AND NETWORK: This proposed use will require a significant number of parking spaces to adequately service the development. Landscaping will be required throughout the parking area, and within parking islands to offset the effects of heat and glare from the development. The property is serviced by Dogwood Drive, a state highway arterial, Wisteria Drive and Cherry Laurel Drive, local streets that provides access to R-1AA low density single-family residential neighborhoods. There is sufficient transportation access for this request that will be regulated by the Florida Department of Transportation and the City of Milton.

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

FLOOD HAZARD: This property does not lie within a regulated Special Flood Hazard Area. This property lies outside the 500-year flood zone, which does not require the purchase of flood insurance by the property owner.

USE AND VEGETATION: Major Uses: Historically Residential Use featuring mixed use forest areas mostly.

AREA SOILS PRIMARY: Lakeland Sands consist of non-hydric, well-drained soils that are nearly level or very gently sloping.

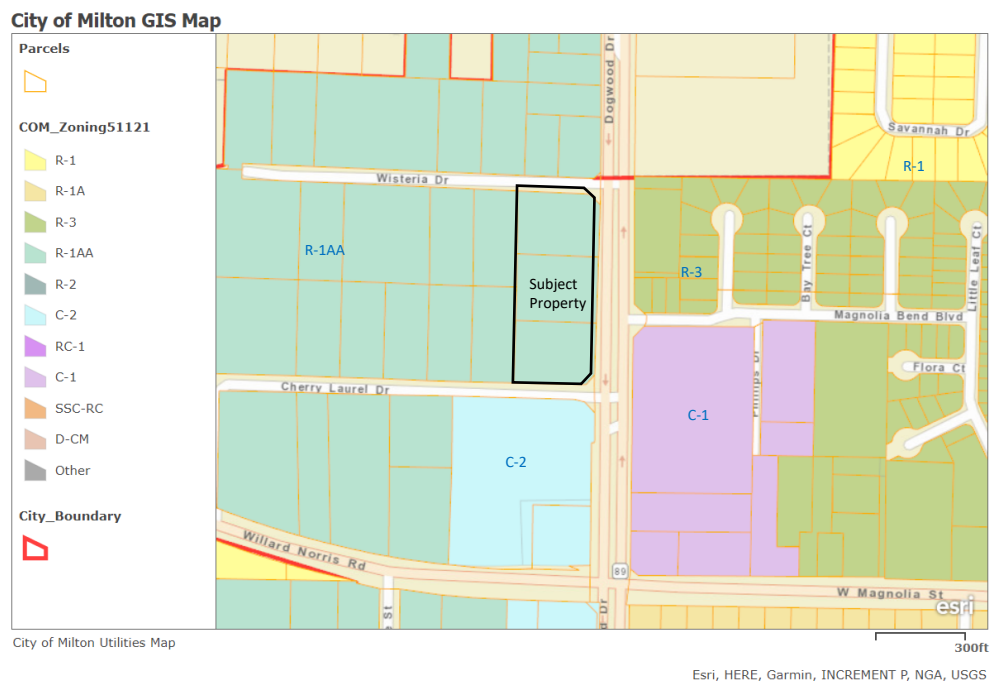
DRAINAGE AND PERMEABILITY: Very well drained; fast runoff; rapid permeability.

NUISANCE NOISE AND VEGETATION SCREENING: Provisions including adequate screening and landscaping would be required to prevent nuisance noise in the surrounding residential neighborhood. In accordance with the City of Milton's Unified Development Code, a 20-foot fenced

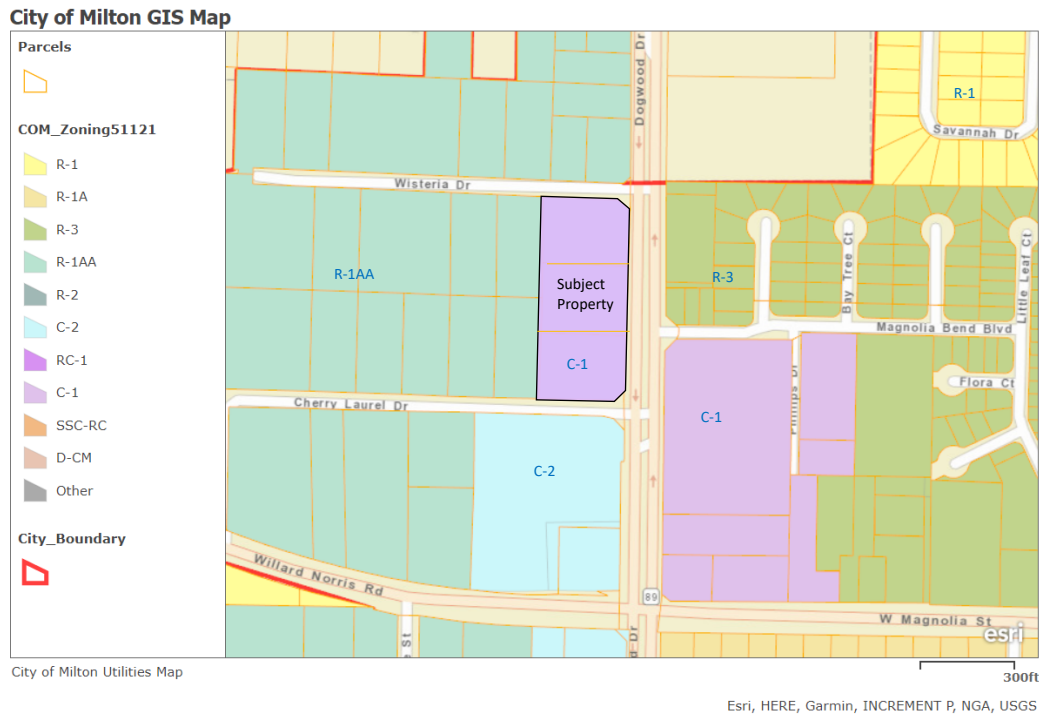
and vegetated buffer yard would be required between new commercial development of this size and existing residential uses. A stormwater management plan designed by a licensed professional engineer would be required to ensure the development will not result in adverse impacts from flooding or stormwater discharge as well as copies of FDEP permits for stormwater management compliance.

TRAFFIC: A detailed traffic impact study (TIS) can be required for any development contributing more than five percent of the adopted level of service maximum roadway volume, or any development significantly altering access to or traffic flow on arterial and collector roadways. The purpose of such traffic impact study would be to assess the roadway level of service given projected traffic volumes and to determine traffic improvements needed to accommodate development impacts. The traffic pattern included in the conceptual plan would potentially increase traffic congestion on the residential streets to the north and south. Additional provisions to help reduce traffic and noise impacts to the residential areas would be assessed before any development approval when complete plans are submitted.

CURRENT ZONING:



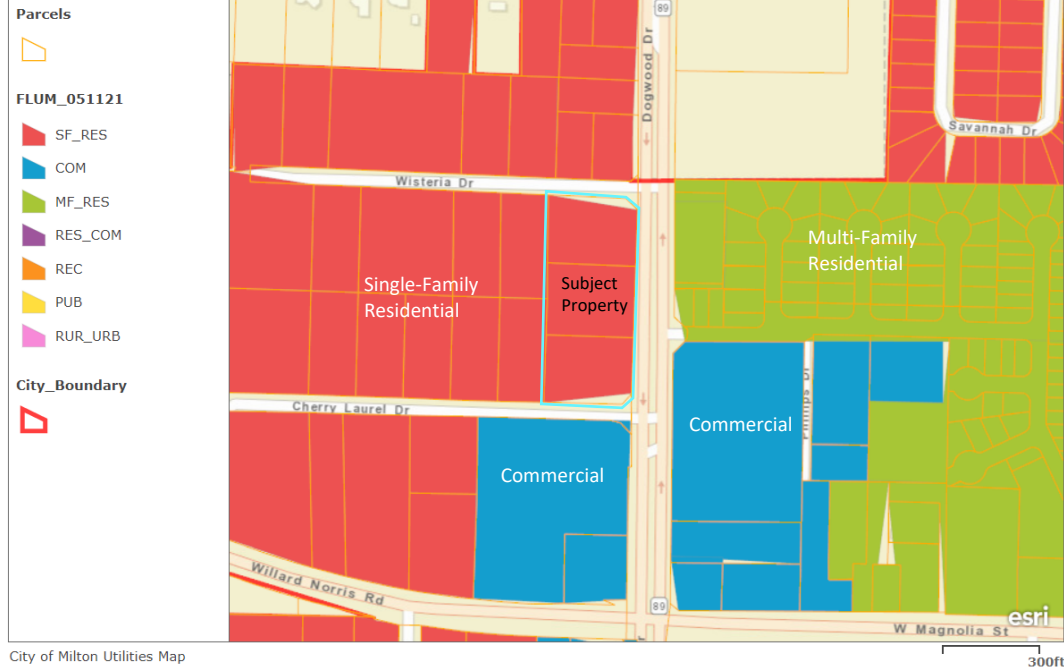
PROPOSED ZONING:



The applicant has initiated the process to reclassify property from the **R-1AA** to the **C-1** Zoning District. This change **does** require a change in the future land use designation from **Single Family Residential** to **Commercial** land use designation.

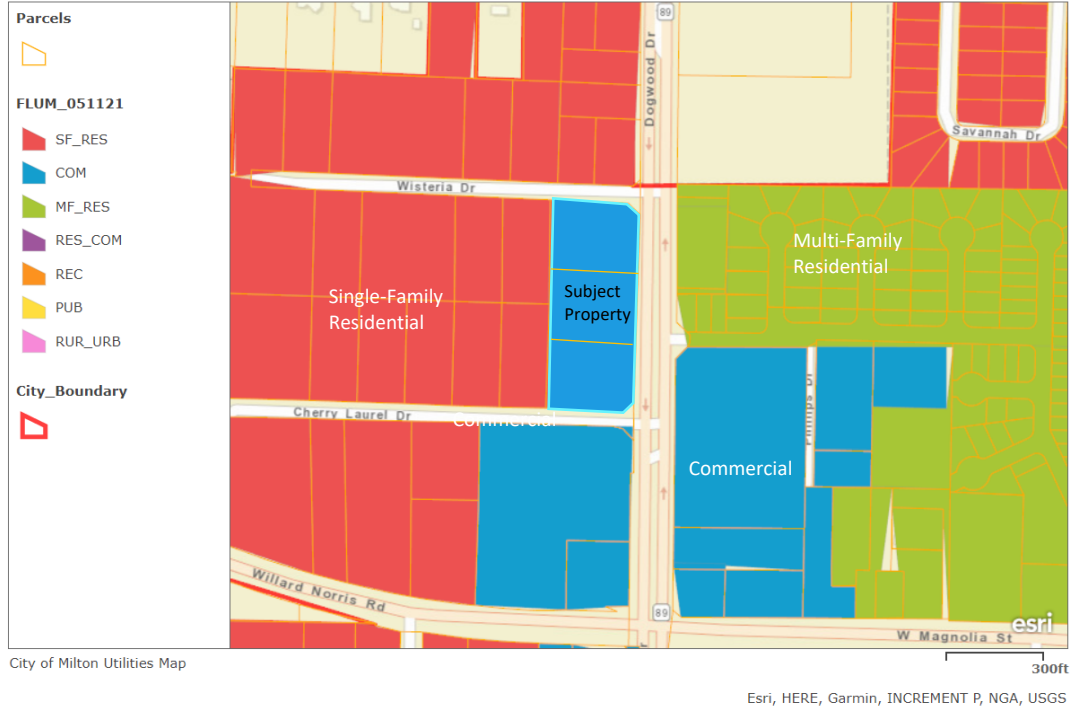
CURRENT FUTURE LAND USE MAP

City of Milton GIS Map



PROPOSED FUTURE LAND USE MAP

City of Milton GIS Map



Current Zoning Sec. 6.2 (A.4) – R-1AA, Low Density Residential, Single Family Zoning District.

The R-1AA Single-Family Residential Zoning District is intended to provide for a neighborhood environment of single-family detached dwellings located on larger lots of 12,500 square feet or more. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be conditionally permitted by the City Council following review by the Planning Board.

Proposed Zoning Sec. 6.2 (A.6). – C-1. Neighborhood Commercial Zoning District.

The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods. They should be similar in character of the surrounding residential neighborhood. Apartment Complexes and single-family residential dwelling units may be allowed above the ground floor upon development authority approval. The purpose of this district is to allow for the full development of commercial uses while protecting nearby residential properties from the adverse effects of commercial activities.

Please review the following:

Initiate rezoning – if the City Council believe a property is not properly zoned it can initiate rezoning to a more appropriate, comprehensive plan compliant district. While most rezoning are requested by property owners, the city has the right to initiate rezoning in order to meet a specific community or neighborhood goal. The proposed district (C-1) intends to, amongst other things, provide commercial services that serve the needs of the nearby residential neighborhoods. When a zoning district is changed some uses may no longer be permitted under the new regulations.

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

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

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

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

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

a public hearing be held and the plan amendment approved, or that no public hearing be held and the amendment denied.

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

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

RECOMMENDATION: This proposed rezoning and future land use map amendment would be considered consistent with the uses currently existing in the area. Staff recommends approval of the rezoning request.



REZONING WITH SMALL-SCALE FUTURE LAND USE MAP (FLUM) AMENDMENT APPLICATION

City of Milton Planning & Development Department
6738 Dixon Street
Milton, Florida 32570

Phone: (850) 983-5440 Fax: (850) 983-5415

E-Mail: planning@ci.milton.fl.us

**** FOR OFFICIAL USE ONLY ****

Application # _____	Date Received: _____
Fee: _____	Received by: _____
FLUM Destination: _____	Receipt #: _____
Zoning District: _____	Proposed
FLUM Destination: _____	Proposed Zoning District: _____

All items on the application must be completed to prevent a delay of your request. Please make checks payable to the City of Milton.

APPLICANTS ARE RESPONSIBLE FOR THE ADVERTISEMENT: ADVERTISING COSTS
FOR THE PUBLIC WORKSHOP AND PUBLIC HEARING; COST OF LABELS•
CERTIFIED RETURN RECEIPT REQUESTED MAILINGS: CONSULTANT FEE: POSTING
OF PROPERTY: PREPARATION OF ORDINANCES: PREPARATION OF
COMPREHENSIVE PLAN AMENDMENT DOCUMENT AND REPRODUCTION OF
DOCUMENTS

To BE COMPLETED BY THE APPLICANT:

I. **Owner's Name and Home Address:** (Please attach proof of ownership)

Name: Gregory L Mooney Trustee

Address: 7488 Pine Lake Circle

City: Milton State: Florida

Zip Code: 32570

Telephone: 858-377-8360 Email (optional): _____

II. **Authorized Agent's Name and Home Address:** (If different than Applicant)

Name: Ryan Buckley

Address: 19734 Gulf Boulevard, Unit 401

City: Indian Shores State: FL

Zip Code: _____

Telephone: 404-667-1069 Email (optional): ryan@streetsideretail.com

(Signature of Property Owner Required See Part VIII, D. of this Application)

III. **Legal Description of Property** (Attach legal description including most recent survey. NOTE: If only a portion of a parcel is requested for a Rezoning/FLUM change, include a legal description with the survey of the specific portion of the property requested for change.)

Street Address: Dogwood Drive, Milton, FL 32570

Subdivision: None

Provide driving directions to the property from the nearest major intersection. Side streets, landmarks, etc. should be included. .

Head north on Dogwood Drive from the intersection with Magnolia Street. The lots of interest are located on the west side of Dogwood Drive and are bounded on the south by Cherry Laurel Dr and on the north by Wisteria Dr. These lots are adjacent to the newly constructed Publix on Dogwood Drive.

Property Reference Number (i.e., Parcel I.D. Number) —example: 34-21\1-28-3250-00500-0010 (Include all applicable*):

282N280000032460000; 282N280000032450000; 282N280000032000000

(*May be obtained from tax papers, homestead exemption papers, or the Property Appraiser's Office at 850-983-1880)

Existing Zoning: R-1AA (Low Density Residential, Single Family Zoning District) Proposed Zoning: C-1 (Neighborhood Retail Commercial Zoning District)

Existing FLUM Category: Single Family Residential Proposed FLUM Category: Commercial

Size of Property (acres) requested for Rezoning: 3.757 Acres

Size of Property (acres) requested for FLUM Amendment: 3.757 Acres

If the amendment is granted, the property will be used for: Commercial Complex of Various Uses

Current use of property:
Property is currently vacant

Explain why this property cannot be used under the present zoning classification:

The property is currently zoned single family residential. There are no single family homes with frontage/access on Dogwood Drive.
Zoning regulations would only allow two single family residences in this area without taking access from Dogwood Drive. Dogwood
Drive is 4 lane divided arterial highway.

Explain why the rezoning is necessary to permit the reasonable use of this property:

Rezoning would allow for uses other than low density single family residential. Commercial uses would be better suited to take
access from Dogwood Drive, a four lane, divided, areterial highway.

Explain why this zoning change is not detrimental to the public welfare nor to the property rights of other persons in the vicinity:

This rezoning would not be "spot zoning" as there is more intensive C-2 zoning directly south as well as C-1 across Dogwood Drive.
The many residents of the area would benefit from the Commercial uses in the area through jobs, and services.

What changed or changing conditions make this zoning amendment necessary:

The recently constructed Publix shopping center brings an increasingly commercial atmosphere to the area. Dogwood Drive is a four
lane, divided, arterial highway.

What other conditions justify the property zoning change:

The recently constructed Publix shopping center brings an increasingly commercial atmosphere to the area.

IV. Facility Capacity Analysis

Applicant must provide a water/sewer survey to confirm potable water and sewage disposal from the City of Milton's Public Works Department. (Solid Waste is a mandatory service provided by the City of Milton)

Existing water at site ☐ Yes ☐ No
Size of meter if existing or proposed _____
Existing sewer at site ☐ Yes ☐ No

A Water/Sewer Survey Request was submitted on 11/29/2011. The findings of that survey will be sent to the Planning Department once completed by Public Works.

A. Stormwater Control

Describe how Stormwater will be controlled and treated.

Stormwater will be controlled via stormwater swales, underground detention and outlet control devices. Treatment will be provided via a proprietary water treatment device.

B. Traffic Capacity

Describe the potential impacts to affected roadways.

Minimal impacts are anticipated to the adjacent roadways.

C. Parking

If the site requires parking compliance with the City of Milton's Land & Development Regulations describe how requirements will be accomplished:

All parking will be surface parking, located on site.

NOTE: An Application is not considered complete until **ALL** required information is received.

V. Rezoning Needing a Small-Scale Amendment Must Meet the Following Criteria:

- A. Small-Scale Amendment involves 10 acres of land or less and:
- a. does not involve the same property granted a change within the prior 12 months;
 - b. the proposed amendment does not involve the same owner's property within 200 feet of property granted a change within the prior 12 months;
 - c. only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity;
 - d. the property is not located within an Area of Critical State Concern; and,
 - e. if the proposed amendment involves a residential land use, the proposed residential land use has a density of 10 units or less per acre.

The City of Milton may only amend up to 60 acres per calendar year under the Small-Scale Amendment provisions.

VI. Notice Requirements:

The owner/agent will have the "Notice of Public Workshop and Public Hearing" notice posted on the property fifteen (15) days prior to the public workshop and public hearing. A photo and affidavit of the posting are to be provided to the City of Milton's Planning & Development Department fifteen (15) days prior the public workshop. Letters stating the requested action(s) to be considered at the Milton Planning Board and City Council meetings will be sent via certified return receipt requested to the applicant and all property owners within 500 feet of the subject property fifteen (15) days prior to the Public Workshop. The applicant is responsible for obtaining a printout and mailing labels from the Property Appraiser's Office (6495 Caroline Street, Suite K in Milton (983. 1880), indicating all property owners within 500 feet of the property.

Certification from the Santa Rosa County Property Appraiser's Office must be provided to the City of Milton's Planning & Development Department that the labels have been provided to the property owners within the 500' radius. Please note that the Property Appraiser's Office only provides this information; other questions about the application or the process must be directed to the Planning and Development Department.

VII. Review Procedure:

- A. Within ten (10) working days prior to the Public Workshop the applicant must provide all documentations to the City of Milton's Planning & Development Department for completeness.
- B. City staff will review the application for consistency with the Comprehensive Plan and Land Development Regulations.
- C. The Milton Planning Board will consider the request at a public workshop and make a recommendation to the City Council. The City Council will consider the Planning Board's recommendation at a subsequent public hearing. If the City Council concurs with the proposed amendment an ordinance will be read at two (2) consecutive meetings. The owner/agent is responsible for preparation of all required ordinances. The applicant will be notified as to the date of the meetings. The applicant or his/her representative must attend these meetings.
- D. If approved by the City Council, it is the owners/agents responsibility to submit the amendment to the Florida Department of Community Affairs (DCA), the West Florida Regional Planning Council (WFRPC) and the Santa Rosa County's Planning & Zoning Department for review and comments, If no appeal is filed within 30 days of submittal, the amendment and rezoning become effective 31 days following adoption by City Council.
- E. Depending upon the specific proposed use, the applicant may be required to obtain Conditional Use Approval prior to submitting for development approval. If Conditional Use approval is given or is not required, the applicant must apply for development approval prior to obtaining any building permits.
- F. The following affidavits and certifications must be provided to the City of Milton's Planning & Development Department on or before ten (10) working days prior to the Public Workshop:
 - a. Certified Return Receipt Requested Mailings
 - b. Publication of appropriate notices
 - c. Proper posting of the subject site(s)

G. One (1) day prior to the public workshop the return receipts of mailing(s) shall be provided to the City of Milton's Planning & Development Department.

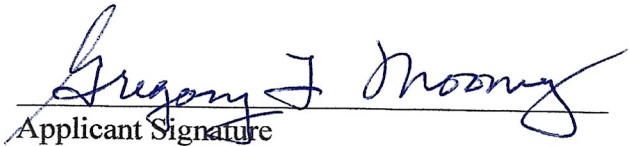
VIII. Certification and Authorization

- A. By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application.
- B. I do hereby authorize City staff to enter upon my property at any reasonable time for purposes of site inspection.
- C. I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by owner/agent.
- D. If applicable, I do hereby authorize the agent described in Part II of this application to act on my behalf in all matters pertaining to this Rezoning with Future Land Use Map amendment petition.

Gregory L Mooney

Applicant Name (Type or Print)

Title (If applicable)


Applicant Signature

December 21, 2021

Date

APPLICATION CHECKLIST
REZONING WITH SMALL-SCALE FLUM AMENDMENT

1. ____ Owner(s) Name, Home Address and Telephone Number
2. ____ Proof of Ownership
3. ____ Authorized Agent(s) Name, Address, and Telephone Number
4. ____ Agent Authorization
5. ____ Legal Description of Property (for parcel and/or specific portion thereof requested for change):

Legal Description Attached	_____
Street Address	_____
Parcel ID Number	_____
Intended Use of Property	_____
Existing Use of Property	_____
6. ____ Certified boundary survey of all property to be rezoned/amended (optional)
7. ____ Preliminary site plan of proposed property (optional)
8. ____ Copy of covenants and restrictions (if property is located in a platted subdivision)
9. ____ Signature of owner(s) and agent(s) (if applicable)
10. ____ A completed application and application fees must be paid thirty (30) days prior to public workshop.
11. ____ Certified list of property owners within 500 ft. radius
12. ____ If applicable availability letters from water and sewer provider
13. ____ Proposed Ordinances
14. ____ Proof of Publication(s), Affidavit of posting and photo must be submitted fifteen (15) days prior to the Public Workshop
15. ____ Fifteen (15) copies of the Data and Analysis must be provided to the City of Milton's Planning & Development Department at least ten (10) working days prior to the Public Workshop.
16. ____ Required Certifications
17. ____ Fifteen (15) copies of all documents

[illegible]

COMMENCE AT THE SOUTH WEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHERRY LAUREL DRIVE (50' R/W) AND THE WESTERLY RIGHT-OF-WAY LINE OF S STATE ROAD 89 (100' R/W) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 89 (100' R/W) A DISTANCE OF 629.76 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WISTERIA ROAD (50' R/W); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 89 (100' R/W) PROCEED NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WISTERIA ROAD (50' R/W) A DISTANCE OF 265.66 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE PROCEED SOUTH 00 DEGREES 25 MINUTES 08 SECONDS WEST A DISTANCE OF 629.60 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF CHERRY LAUREL DRIVE (50' R/W); THENCE PROCEED SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 280.14 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, AND CONTAINS 3.94 ACRES MORE OR LESS.

CERTIFY TO:
GREGORY MOONEY
AMERICAN PIONEER TITLE INSURANCE COMPANY
LOCKLIN & JONES, P.A.

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT.

NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL READINGS AND DISTANCES ARE RECORD LINE PER OTHERS IF NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ST. LUCAS COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

BASIS OF BEARING: WLY LOT LINE, SDOFSDB-WL
PER DEED

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION:
LEGAL AS FURNISHED + D.D.T. MAP.

ENCROACHMENTS ARE AS SHOWN.

LICENSE BUSINESS NO. 7092

ACTRESS:	<u>BETWEEN WISTERIA ROAD & LEBROUNTON DRIVE ON HIGHWAY 25</u>		
REQUESTED BY:	<u>CARMON RESMANO</u>		
TYPE:	<u>BOUNDARY SURVEY</u>		
SECTION:	<u>28</u>	TOWNSHIP:	<u>2-NORTH</u>
		RANGE:	<u>28-WEST</u>
		COUNTY:	<u>SOUTH DAKOTA</u>
SCALE:	<u>1"=50'</u>	DRAWN BY:	<u>BH</u>
		FIELD DATE:	<u>4-27-04</u>
		CREATED BY:	<u>RLV, JTM, BJA</u>
DATE:	<u>4-27-04</u>	FIELD BOOK:	<u>102</u>
			<u>461.57</u>

SURVEYORS CERTIFICATE

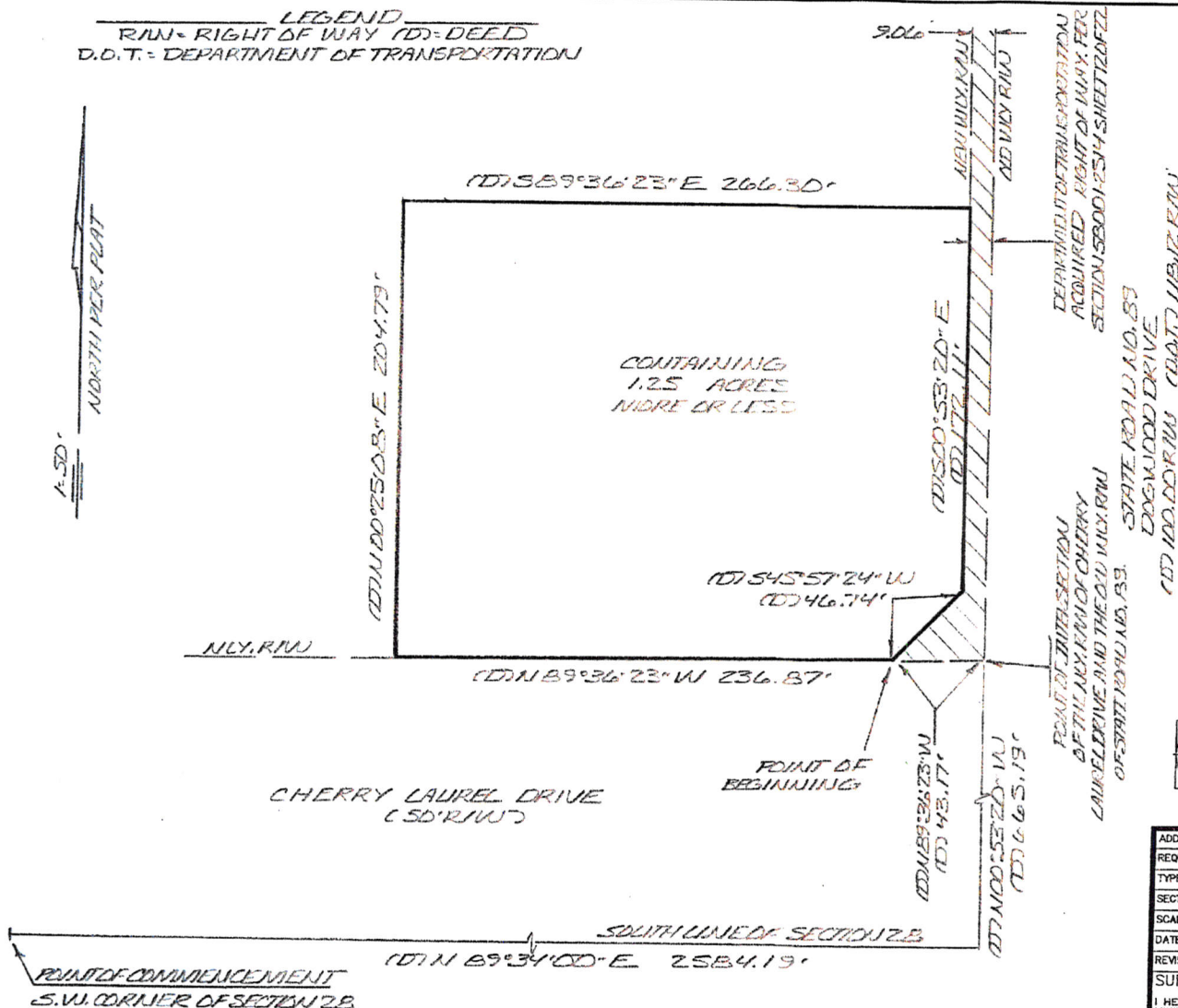
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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

DAYTON MARK SWINNEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 5641
STATE OF FLORIDA

DRAWING NUMBER
04-600Z

LEGEND
R/W - RIGHT OF WAY (D.D. DEED)
D.D.T. - DEPARTMENT OF TRANSPORTATION



SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT. NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED. ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF SANTEE COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

BASIS OF BEARING: N/A

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION:
LEGAL AS FURNISHED

SWINNEY & ASSOCIATES, INC.

218 HENRY STREET
PENSACOLA, FLORIDA 32507
(850) 453-4261 FAX: (850) 458-2630
D.SWINNEY@WORLDNET.ATT.NET

LICENSE BUSINESS NO. 7092

ADDRESS:	<u>DOGWOOD DRIVE</u>		
REQUESTED BY:	<u>GREG MOONEY</u>		
TYPE:	<u>DESCRIPTION SKETCH</u>		
SECTION:	<u>2B</u>	TOWNSHIP:	<u>2 NORTH</u>
SCALE:	<u>1"=50'</u>	RANGE:	<u>2B WEST</u>
DATE:	<u>12-15-07</u>	COUNTY:	<u>SANTA ROSA</u>
REVISION DATE:		FIELD DATE:	<u>N/A</u>
		FIELD BOOK:	<u>N/A</u>
		PAGE:	<u>N/A</u>

SURVEYORS CERTIFICATE

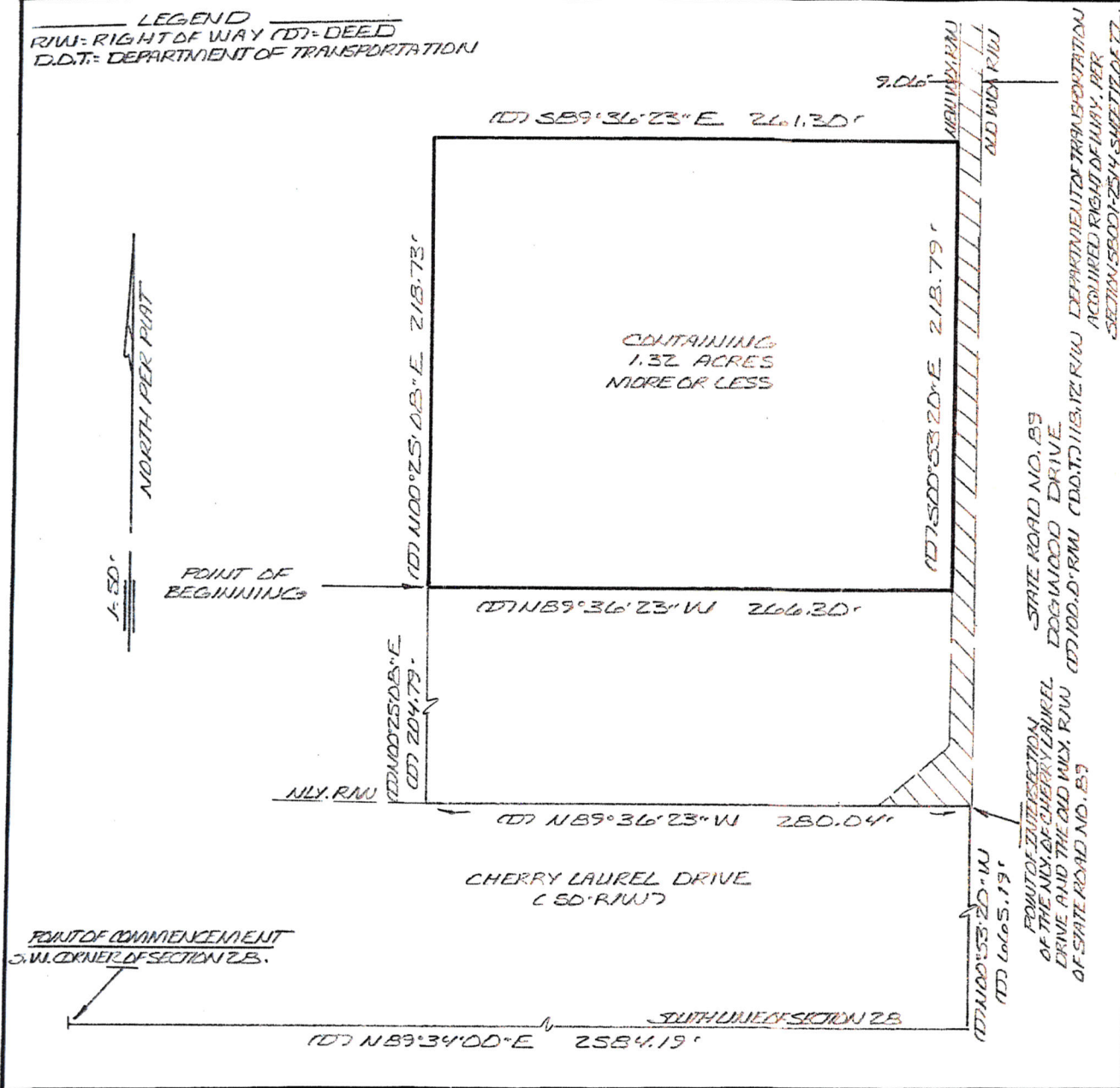
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

(Signature)
DAVID MARK SWINNEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 5541
STATE OF FLORIDA

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

DRAWING NUMBER:
CH-6002-A

LEGEND
 R/W- RIGHT OF WAY (D)- DEED
 D.D.T.- DEPARTMENT OF TRANSPORTATION



DESCRIPTION:
 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 90 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 280.04 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 204.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 218.73 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 261.30 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE A DISTANCE OF 218.79 FEET; THENCE DEPARTING SAID NEW WESTERLY RIGHT OF WAY LINE GO NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 266.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.32 ACRES, MORE OR LESS.

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT.

NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

BASIS OF BEARING: N/A

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION:

SWINNEY & ASSOCIATES, INC.

218 HENRY STREET
 PENSACOLA, FLORIDA 32507
 (850) 453-4261 FAX: (850) 458-2630
 D.SWINNEY@WORLDNET.ATT.NET

LICENSE BUSINESS NO. 7092

ADDRESS:	EDGEWOOD DRIVE		
REQUESTED BY:	GREG MOONEY		
TYPE:	DESCRIPTION SKETCH		
SECTION:	28	TOWNSHIP:	2 NORTH
RANGE:	28 WEST	COUNTY:	SANTA ROSA
SCALE:	1"=50'	FIELD DATE:	N/A
DATE:	12-18-07	CREW:	N/A
FIELD BOOK:	N/A	PAGE:	N/A
REVISION DATE:			

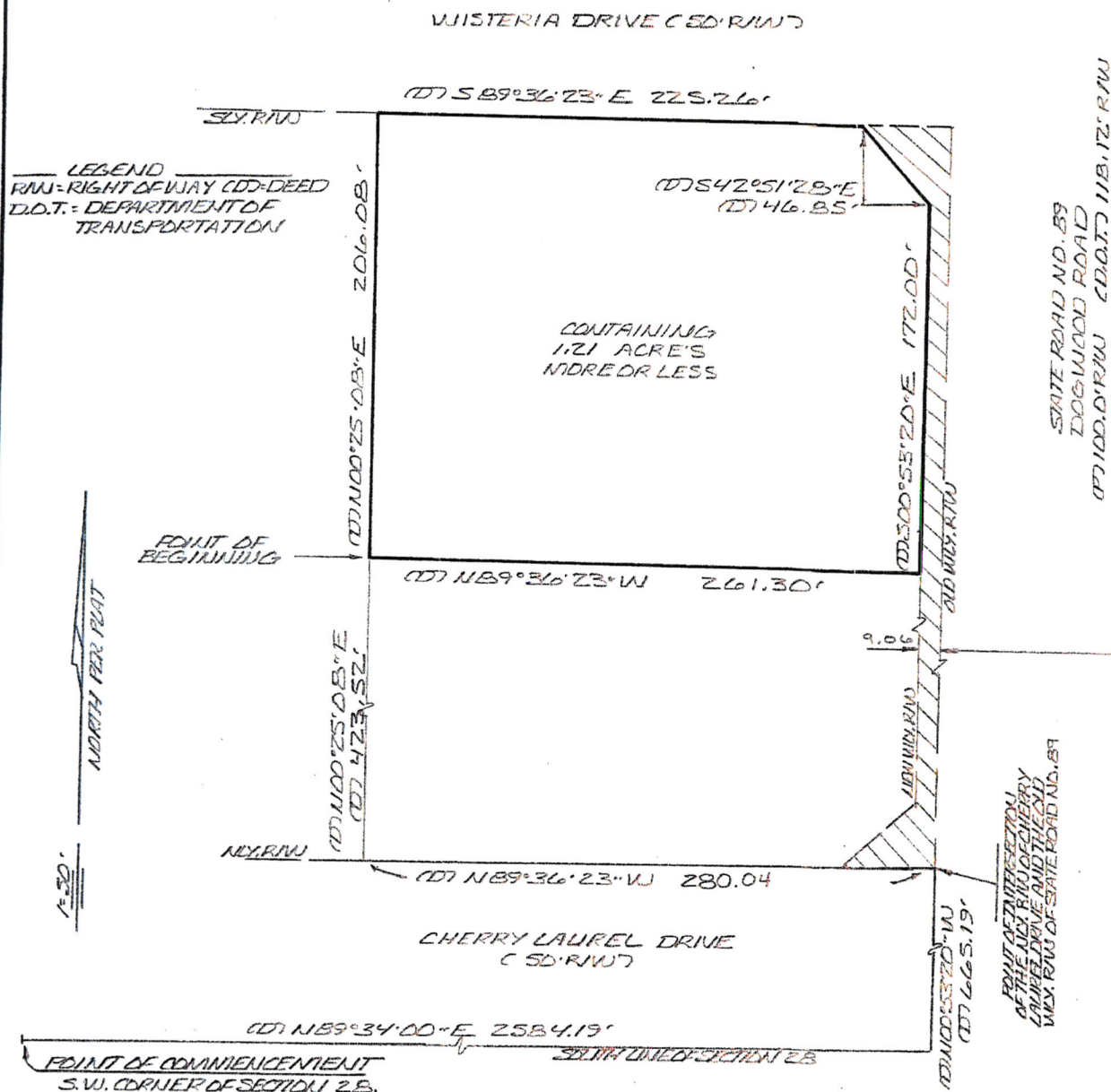
SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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

DAVID MARK SWINNEY
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5641
 STATE OF FLORIDA

DRAWING NUMBER:
 046002-B



OK

This Instrument was prepared by:

Gregory Mooney
7488 PINE LAKE CIR
MILTON, FL 32570

WARRANTY DEED

THIS WARRANTY DEED made on February 16, 2021 by:

GRANTORS:

GREGORY MOONEY

(also known as GREGORY LYNN MOONEY)

Whose physical address is:

7488 PINE LAKE CIRCLE

MILTON, FLORIDA 32570

(hereinafter referred to as Grantors);

AND

GRANTEES:

GREGORY MOONEY and JANTHARAT MOONEY, Trustees or their successors in trust under the
MOONEY REVOCABLE TRUST dated February 11, 2021

Whose physical address is:

7488 PINE LAKE CIRCLE

MILTON, FLORIDA 32570

(hereinafter referred to as Grantees).

WITNESSETH: That the Grantors, for and in consideration of TEN DOLLARS AND OTHER
GOOD AND VALUABLE CONSIDERATION, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the Grantees, the following described land situated and
lying and being in the County of SANTA ROSA, State of FLORIDA, to wit:

SEE EXHIBIT A-G ATTACHED HERETO AND INCORPORATED BY REFERENCE

THIS CONVEYANCE IS MADE SUBJECT TO all easements, setback line requirements, reservations, liens, encumbrances and restrictions, including but not limited to any Vendors Lien(s), which are of public record in the Office of the Judge of Probate of county in which said property is located.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

INFORMATION RELATED TO THE MOONEY REVOCABLE TRUST THAT IS THE GRANTEE UNDER THE TERMS OF THIS DEED

The undersigned GREGORY MOONEY and JANTHARAT MOONEY, as the Trustors and Trustees of the subject Trust which is the Grantee under the terms of this Deed, hereby certify:

We shall serve as the Initial Trustees. If for any reason either of us is unwilling or unable to serve as Trustee, then the other of us shall serve as the sole Trustee. If, for any reason, neither of us is able and willing to serve as Trustee, then the following Successor Trustee(s) shall serve, in the order listed:

CARA LEE ENFINGER

Unless otherwise specified, if Co-Trustees are serving as Successor Trustee, the next following Successor Trustee shall serve only after all the Co-Trustees are unwilling or unable to serve as Successor Trustee.

Our Trust is a grantor trust under the provisions of Sections 673-677 of the United States Internal Revenue Code. Either GREGORY MOONEY's Social Security Number or JANTHARAT MOONEY's Social Security Number may be used as the tax identification number for said Trust.

When either one of us is serving as Trustee under the terms of this trust, either one of us may conduct business and act on behalf of our trust without the consent, approval, or co-signature of any other Trustee or beneficiary. Either one of us may: Buy or sell assets for or on behalf of us and/or our trust; make investments for or on behalf of us and/or our trust; conduct any and all banking activities on behalf of us and/or our trust; participate in any and all business activities on behalf of us and/or our trust; manage securities (including but not limited to buying, selling and/or trading securities) on behalf of us and/or our trust; sell, purchase, rent, lease or otherwise deal with real estate on behalf of us and/or our trust; to borrow, mortgage and/or take loans on behalf of us and/or our trust; and to exercise any and all other powers accorded to a Trustee of a Trust under applicable state law.

Our Trustees under our Trust Agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name. Our Trustees shall have full banking powers, including the power to open, close, or modify accounts or other banking arrangements, including, but not limited to, safe deposit boxes, savings, checking, and CD accounts. Further and separately, our Trustees are empowered to exercise any and all other powers accorded to a Trustee of a Trust under applicable state law.

No person or entity paying money to or delivering property to our Trustees shall be required to see to its application. All persons relying on this document regarding our Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

THE GRANTORS herein grant full power and authority by this deed to the Trustees, and any and all Trustees, and all successor Trustees of such Grantee Trust to protect, conserve, sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any interest therein, without the consent or approval of any other party and without further proof of such authority.

No person or entity paying money to or delivering property to any Trustee or successor trustee shall be required to see to its application; all persons or entities relying in good faith on this deed and the powers contained herein regarding the Trustees (or successor trustees) of the Grantee Trust and their powers over the property herein conveyed shall be held harmless from any resulting loss or liability from such good faith reliance.

The GRANTORS, individually and on behalf of the Grantors and the heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantors, covenant with the said GRANTEES (including said Grantees' Trustees, beneficiaries, heirs, executors, personal representatives, assigns, legatees, and successors in interest) that said GRANTORS are lawfully seized in fee simple of said premises; that said real property (as set forth above) is free from all encumbrances, unless otherwise noted above; that said GRANTORS have a good right to sell and convey the above described real property; that said GRANTORS do and will, on behalf of said GRANTORS heirs, executors, personal representatives, assigns, legatees, and successors in interest of said Grantors warrant and defend the same to the said GRANTEES, (including said Grantees' Trustees, beneficiaries, heirs, executors, personal representatives, assigns, legatees, and successors in interest) now and forever, against the lawful claims of all persons.

The GRANTEE TRUST contains the following language which addresses homestead exemption requirements of Florida law:

Each Trustor reserves the right of the possession, use and occupancy during each Trustor's life, for Homestead Tax Exemption purposes, of any real property used by each Trustor as a principal residence, whether or not title to such realty has been transferred to this Trust. Each Trustor and any member of a Trustor's family to whom a Trustor has granted the use of the residence for personal occupancy after a Trustor's death, shall have the power in all events to instruct the Trustee to sell the residence then currently held and reinvest the proceeds, increased by available Trust assets, in a replacement residence to be used by a Trustor or a Trustor's designated family member or members. The current residence and any replacement shall remain a part of our Trust Estate.

Furthermore, the Trustors reserve the right to reside upon any real property placed in this trust as the Trustors' permanent residence during the Trustors' life, it being the intent of this provision to retain for the Trustors the requisite beneficial interest and possessory right in and to such real property to comply with the common law and all applicable statutes such that said beneficiary interest and possessory right constitute in all respects, "equitable title to real estate". Notwithstanding anything contained in this Trust inconsistent with this provision, the Trustor's interest in any real property in which the Trustors reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personally (or personalty) and shall be homestead of the Trustors.

Gregory Mooney
GREGORY MOONEY
Grantor

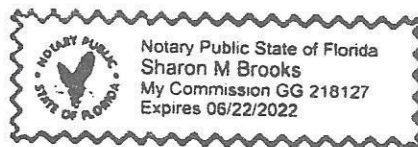
Gregory Mooney
GREGORY MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021

Jantharat Mooney
JANTHARAT MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021

[Signature]
Witness

[Signature]
Witness

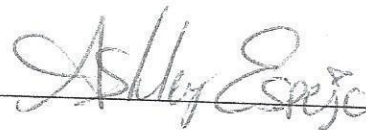
Notary Sharon M Brooks



Further and separately, we, Alicia Shirley and Ashley Espejo the undersigned witnesses, having been duly sworn, declare to the undersigned officer that on this February 16, 2021, above identified Grantors (who is/are personally known to each of us), in the presence and hearing of each of us (as witnesses), signed this WARRANTY DEED. Further and separately, under oath, we each swear, affirm and declare that each of us (as witnesses) signs this instrument in the presence and hearing of the Grantors, and in the presence and hearing of each other, and in the presence and hearing of the undersigned Notary Public. Further and separately, we each swear and affirm that the Grantors, to the best of our knowledge, is/are over the age of nineteen years, and are of sound mind, and are under no constraint and is/are not subject to any undue influence. Further and separately we swear and affirm that we personally observed the Grantors read this instrument, and said Grantors, after reading said instrument, did orally and visibly declare to us that it was his/her intent to execute this WARRANTY DEED and that the REAL PROPERTY CONVEYED HEREIN was DELIVERED, simultaneously with the execution of this WARRANTY DEED, to the GRANTEE.



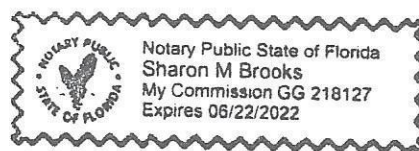
Witness



Witness

Notary

Sharon M Brooks



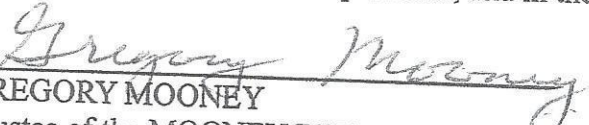
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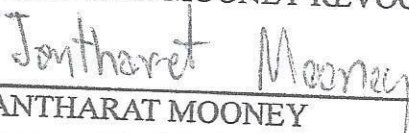
STATE OF FLORIDA
COUNTY OF SANTA ROSA

After first being duly sworn, I, GREGORY MOONEY, the undersigned GRANTOR, execute this instrument on February 16, 2021, and do hereby swear, affirm and declare to the undersigned authority, and to the witnesses present, and to the World, that I sign and execute this WARRANTY DEED and that I sign it willingly, and that I execute it as my free and voluntary act, for the purposes expressed therein. Further and separately, I hereby swear, affirm and declare that I am over the age of nineteen years, and that I am of sound mind, and that I am under no constraint or undue influence. Further and separately, I swear, affirm and declare that each of the two witnesses signed this instrument in my presence, and in the presence of each other, and in the presence of the Notary Public. Further and separately, I swear, affirm and declare that the Notary Public has signed this instrument in my presence, and in the presence of the two identified witnesses.


GREGORY MOONEY
Grantor

Further and separately, after first being duly sworn, we, GREGORY MOONEY and JANTHARAT MOONEY, the trustees of the MOONEY REVOCABLE TRUST dated February 11, 2021, which is named as the grantee of such real property under the terms of this WARRANTY DEED, do execute this INSTRUMENT ON February 16, 2021, and we do swear, affirm and declare to the undersigned authority, and to the witnesses present, and to the World, that we sign and execute this WARRANTY DEED and that we sign it willingly, and that we execute it as our free and voluntary act, for the purpose expressed herein. Further and separately, we hereby swear, affirm and declare that simultaneously with the execution of this deed we, on behalf of said Trust which is the Grantee under the terms of this Warranty Deed, did TAKE DELIVERY AND POSSESSION of such real property conveyed by such Warranty Deed. Further and separately we swear, affirm and declare that we sign this WARRANTY DEED in the presence of the two witnesses identified below, and in the presence and hearing of the undersigned Notary Public. Further and separately, we swear, affirm and declare that each of the two witnesses signed this instrument in our presence, and in the presence of each other, and in the presence of the Notary Public. Further and separately, we swear, affirm and declare that the Notary Public signed this instrument in our presence, and in the presence of the two identified witnesses.


GREGORY MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021


JANTHARAT MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021

Gregory Mooney
GREGORY MOONEY
Grantor

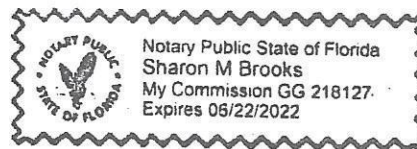
Gregory Mooney
GREGORY MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021

Jantharat Mooney
JANTHARAT MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021

Al Sh
Witness

Ashley Enejo
Witness

Notary Sharon M Brooks



DESCRIPTION: (PREPARED BY SWINNEY & ASSOCIATES, INC.)
 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH,
 RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA;
 THENCE NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE
 OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET;
 THENCE NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 1344.99
 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE
 OF WISTERIA DRIVE (50 FOOT RIGHT-OF-WAY) AND THE OLD WESTERLY RIGHT-OF-
 WAY LINE OF STATE ROAD NO. 89 (OLD RIGHT-OF-WAY WIDTH OF 100 FOOT);
 THENCE NORTH 89 DEGREES 36 MINUTES 25 SECONDS WEST ALONG SAID
 NORTHERLY RIGHT-OF-WAY LINE OF WISTERIA DRIVE A DISTANCE OF 42.84 FEET TO
 THE NEW RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 89 (RIGHT-OF-WAY WIDTH
 VARIES) AND THE POINT OF BEGINNING;
 THENCE CONTINUE NORTH 89 DEGREES 36 MINUTES 25 SECONDS WEST ALONG SAID
 NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 93.04 FEET;
 THENCE NORTH 00 DEGREES 29 MINUTES 02 SECONDS EAST A DISTANCE OF 201.27
 FEET;
 THENCE NORTH 89 DEGREES 48 MINUTES 58 SECONDS EAST A DISTANCE OF 115.43
 FEET TO THE NEW WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 89;
 THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW
 WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 180.08 FEET;
 THENCE SOUTH 50 DEGREES 25 MINUTES 37 SECONDS WEST ALONG SAID NEW
 WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 34.87 FEET TO THE POINT OF
 BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 28, TOWNSHIP 2
 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.54
 ACRES MORE OF LESS.

28 2N28 0000 032390000

DESCRIPTION: (PREPARED BY SWINNEY & ASSOCIATES, INC.)
 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH,
 RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA;
 THENCE NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE
 OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET;
 THENCE NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 1344.99
 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE
 OF WISTERIA DRIVE (50 FOOT RIGHT-OF-WAY) AND THE OLD WESTERLY RIGHT-OF-
 WAY LINE OF STATE ROAD NO. 89 (OLD RIGHT-OF-WAY WIDTH OF 100 FOOT);
 THENCE NORTH 89 DEGREES 36 MINUTES 25 SECONDS WEST ALONG SAID
 NORTHERLY RIGHT-OF-WAY LINE OF WISTERIA DRIVE A DISTANCE OF 244.86 FEET;
 THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST A DISTANCE OF 200.18
 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST A DISTANCE
 OF 98.00 FEET;
 THENCE NORTH 89 DEGREES 48 MINUTES 58 SECONDS EAST A DISTANCE OF 222.07
 FEET TO THE NEW RIGHT-OF-WAY LINE OF STATE ROAD NO. 89 (RIGHT-OF-WAY
 WIDTH VARIES);
 THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW
 RIGHT-OF-WAY LINE A DISTANCE OF 98.00 FEET;
 THENCE SOUTH 89 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 224.43
 FEET TO THE POINT OF BEGINNING.

THEN ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 28, TOWNSHIP
 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.50
 ACRES MORE OR LESS.

28 2N28 0000 03241 0000

Exh. b. T B

~~RECEIVED~~
DESCRIPTION: (PREPARED BY SWINNEY & ASSOCIATES, INC.)
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH,
RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA;
THENCE NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE
OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET;
THENCE NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 1344.99
FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE
OF WISTERIA DRIVE (50 FOOT RIGHT-OF-WAY) AND THE OLD WESTERLY RIGHT-OF-
WAY LINE OF STATE ROAD NO. 89 (OLD RIGHT-OF-WAY WIDTH OF 100 FOOT);
THENCE NORTH 89 DEGREES 36 MINUTES 25 SECONDS WEST ALONG SAID
NORTHERLY RIGHT-OF-WAY LINE OF WISTERIA DRIVE A DISTANCE OF 244.86 FEET;
THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST A DISTANCE OF 298.18
FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 00 DEGREES 29 MINUTES 09 SECONDS EAST A DISTANCE
OF 99.00 FEET;
THENCE NORTH 89 DEGREES 48 MINUTES 59 SECONDS EAST A DISTANCE OF 219.70
FEET TO THE NEW RIGHT-OF-WAY LINE OF STATE ROAD NO. 89 (RIGHT-OF-WAY
WIDTH VARIES);
THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW
RIGHT-OF-WAY LINE A DISTANCE OF 99.00 FEET;
THENCE SOUTH 89 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 222.07
FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 28, TOWNSHIP 2
NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.50
ACRES MORE OR LESS.

28 2N 28 0000 03242 0000

P62

EXHIBIT "C"

Commence at the Southeast Corner of the Northwest Quarter of Section 16, Township 2 North, Range 28 West, Santa Rosa County, Florida; thence go South 89 degrees 59 minutes 44 seconds West along the South line of the aforesaid Northwest Quarter a distance of 1016.52 feet; thence go North 00 degrees 01 minutes 29 seconds West departing the aforesaid South line a distance of 20.05 feet to the Point of Beginning; thence go South 89 degrees 05 minutes 35 seconds West a Distance of 210.25 feet; thence go North 00 degrees 01 minutes 29 seconds West a distance of 460.01 feet to a point lying on the Southerly right of way line of Banyan Drive (50' R/W); thence go South 88 degrees 21 minutes 36 seconds East along the aforesaid Southerly right of way line a distance of 210.31 feet; thence go South 00 degrees 01 minutes 29 seconds east departing the aforesaid right of way line a distance of 450.65 feet to the Point of Beginning; the above described parcel of land is situated in Section 16, Township 2 North, Range 28 West, Santa Rosa County, Florida and contains 2.20 acres. Less and except:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 89 DEGREES 59 MINUTES 44 SECONDS WEST ALONG THE SOUTH LINE OF AFORESAID NORTHWEST QUARTER A DISTANCE OF 1016.52 FEET; THENCE GO NORTH 00 DEGREES 01 MINUTES 29 SECONDS WEST DEPARTING AFORESAID SOUTH LINE A DISTANCE OF 20.05 FEET; THENCE GO SOUTH 89 DEGREES 05 MINUTES 35 SECONDS WEST A DISTANCE OF 210.25 FEET; THENCE GO NORTH 00 DEGREES 01 MINUTES 29 SECONDS WEST A DISTANCE OF 460.01 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF BANYAN DRIVE (50' RW); THENCE GO SOUTH 88 DEGREES 21 MINUTES 36 SECONDS EAST ALONG AFORESAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 88 DEGREES 21 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 72.00 FEET; THENCE GO SOUTH 80 DEGREES 01 MINUTES 29 SECONDS EAST DEPARTING THE AFORESAID RIGHT OF WAY LINE A DISTANCE OF 121.00 FEET; THENCE GO SOUTH 88 DEGREES 55 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 72.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 124.41 FEET TO THE POINT OF BEGINNING. CONTAINING 0.20 ACRES, MORE OR LESS.

16 2N 28 0000 07200 0000

EXHIBIT "D"

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 43.17 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 236.87 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 204.79 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 266.30 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE GO SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89 A DISTANCE OF 172.11 FEET; THENCE GO SOUTH 45 DEGREES 57 MINUTES 24 SECONDS WEST CONTINUING ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89 A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING. CONTAINING 1.25 ACRES MORE OR LESS.

LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

28 2N 28 0000 03 200 0000

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 280.04 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 204.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 218.73 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 261.30 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE A DISTANCE OF 218.79 FEET; THENCE DEPARTING SAID NEW WESTERLY RIGHT OF WAY LINE GO NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 266.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.32 ACRES, MORE OR LESS.

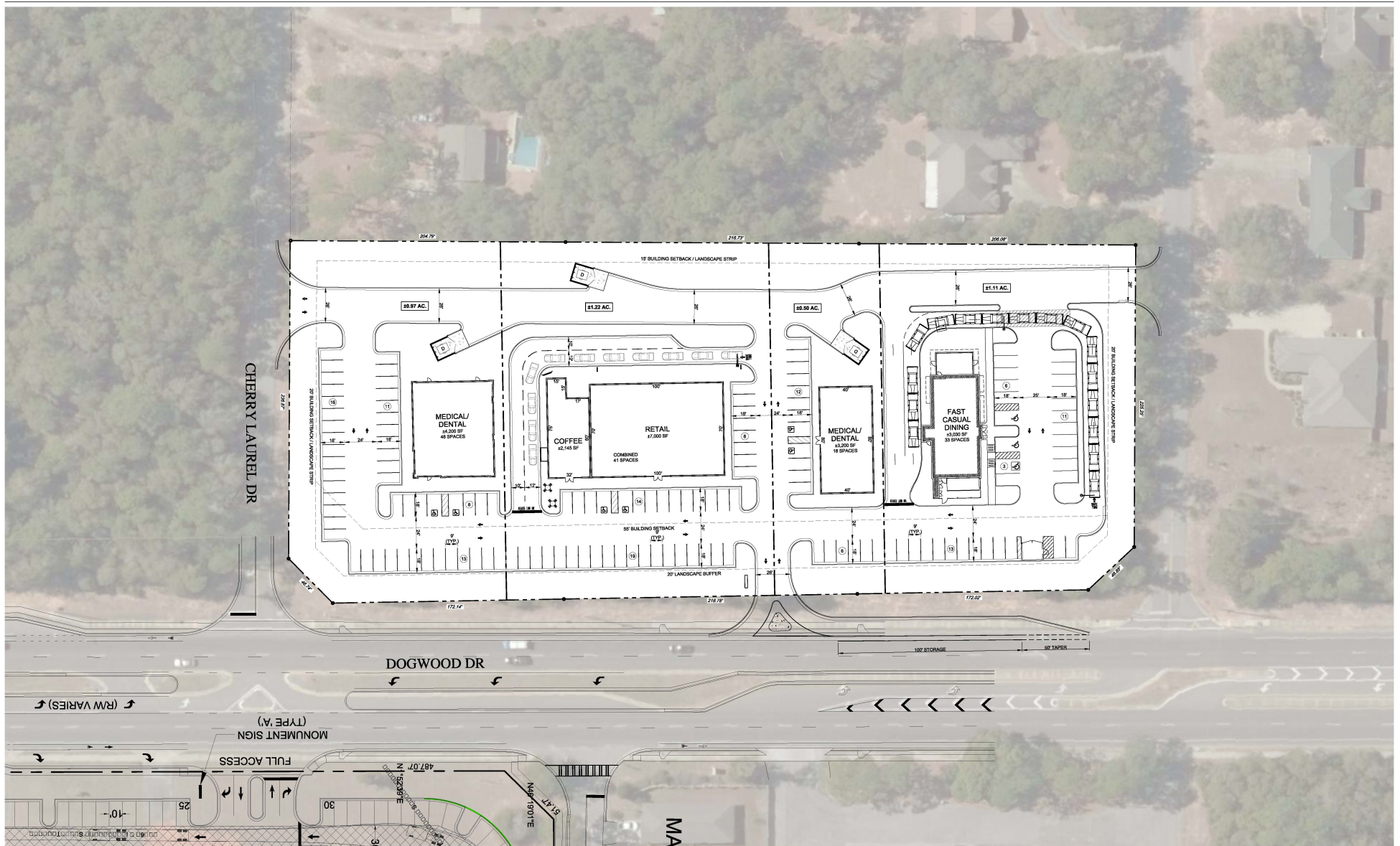
LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

28 2N 28 0000 03 245 0000

DESCRIPTION:

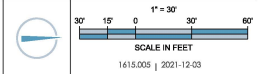
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 280.04 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 423.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 206.08 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WISTERIA DRIVE; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 225.26 FEET TO INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY AND THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE SOUTH 42 DEGREES 51 MINUTES 28 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89 A DISTANCE OF 46.85 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE A DISTANCE OF 172.00 FEET; THENCE DEPARTING SAID NEW WESTERLY RIGHT OF WAY LINE GO NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 261.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.21 ACRES, MORE OR LESS. LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

28 2N 28 0000 03 246 0000



N.W.C. OF CHERRY LAUREL DR & DOGWOOD DR - MILTON, FL
 QL-3

FORESITE
 group



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING THREE PROPERTIES CONTAINING 3.78 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM R-1AA, LOW-DENSITY SINGLE-FAMILY ZONING DISTRICT, TO THE C-1, NEIGHBORHOOD RETAIL 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 occurring on February 8th, 2022 to consider the rezoning of the property described in section 1 herein; and

WHEREAS, due public notice has been provided pursuant to Chapter 166, Florida Statutes, and Section 1-8.1 Milton Code of Ordinances: 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:

PARCELS # 282N280000032460000, 282N280000032450000, and 282N280000032000000.

Are hereby changed from the R-1AA (Low-Density Residential Single-Family) Zoning District to the C-1 (Neighborhood Retail Commercial) Zoning District.

Section 2: Zoning Map Series Amendment.

That the City of Milton Land 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 Land 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 8th day of March, 2022.

CITY OF MILTON, FLORIDA

Heather Lindsay - MAYOR

ATTEST:

CITY CLERK

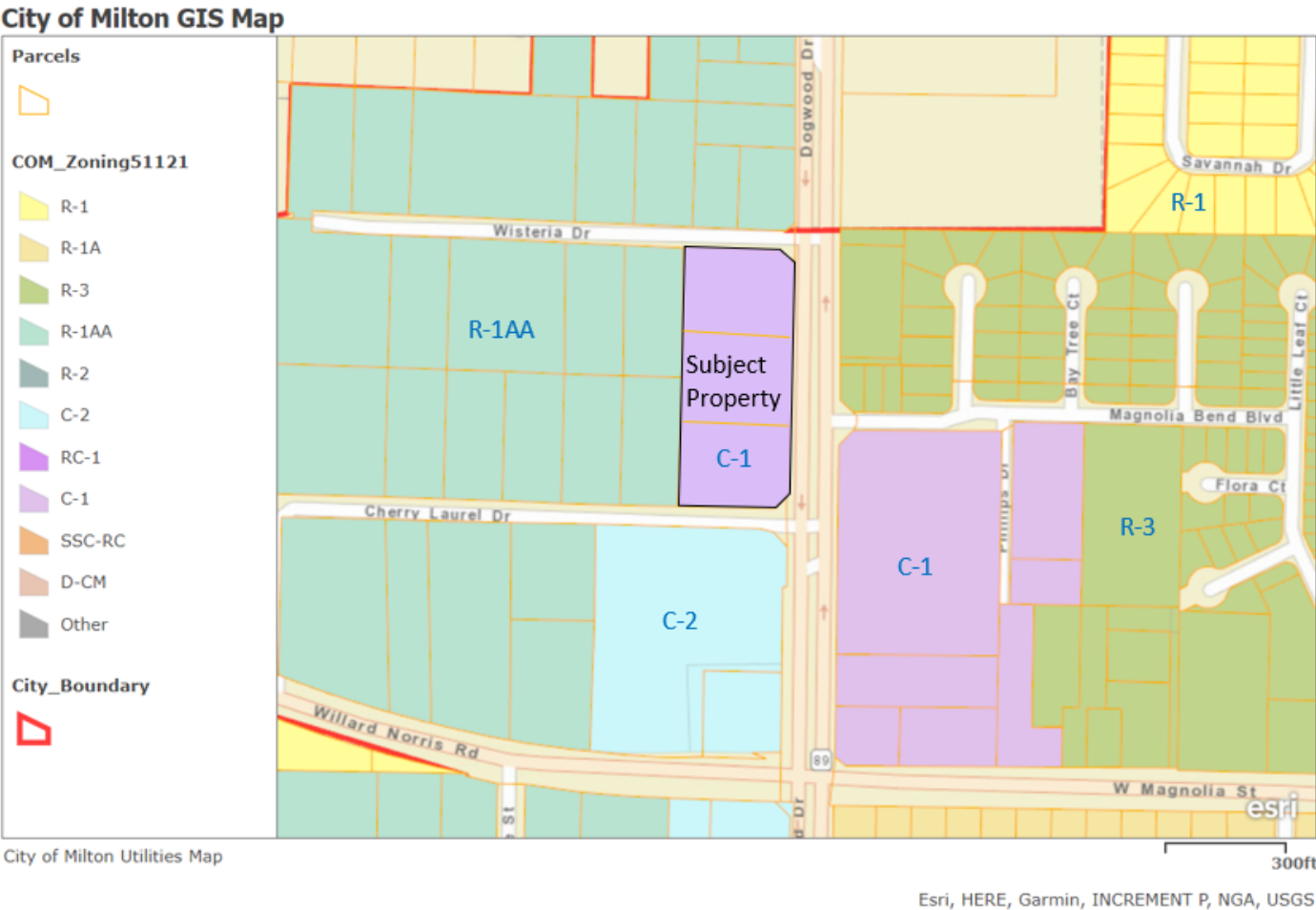
FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

DRAFT

ATTACHMENT A



ATTACHMENT B

PARCEL # 282N280000032460000, 282N280000032450000, and 282N280000032000000

LEGAL DESCRIPTION:

EXHIBIT "A"

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 43.17 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 236.87 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 204.79 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 266.30 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE GO SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89 A DISTANCE OF 172.11 FEET; THENCE GO SOUTH 45 DEGREES 57 MINUTES 24 SECONDS WEST CONTINUING ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89 A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING. CONTAINING 1.25 ACRES MORE OR LESS. LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICAL RECORD BOOK 1912 PAGE 1445, PUBUC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 280.04 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 204.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 218.73 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 261.30 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEWWESTERLY RIGHT OF WAY LINE A DISTANCE OF 218.79 FEET; THENCE DEPARTING SAID NEW WESTERLY RIGHT OF WAY LINE GO NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 266.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.32: ACRES, MORE OR LESS. LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 280.04 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 423.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 206.08 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WISTERIA DRIVE; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF: 225.26 FEET TO INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY AND THE NEW WESTERLY RIGHT

OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE SOUTH 42 DEGREES 51 MINUTES 28 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89 A DISTANCE OF 46.85 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE A DISTANCE OF 172.00 FEET; THENCE DEPARTING SAID NEW WESTERLY RIGHT OF WAY LINE GO NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 261.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.21 ACRES, MORE OR LESS.LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MILTON, SPECIFICALLY THE FUTURE LAND USE MAP, TO INCLUDE THREE PARCELS IN SECTION 28, 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 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 February 8th, 2022 and a second reading on March 8th, 2022 to adopt Comprehensive Plan Amendment No. 2022-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. 2022-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 COMMERCIAL DESIGNATION, as described in Amendment No. 2022-S1, and shown on the map located in Attachment A.

PARCELS # 282N280000032460000, 282N280000032450000, and 282N280000032000000

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 8th day of March, 2022.

CITY OF MILTON, FLORIDA

BY: _____
Heather Lindsay - MAYOR

ATTEST:

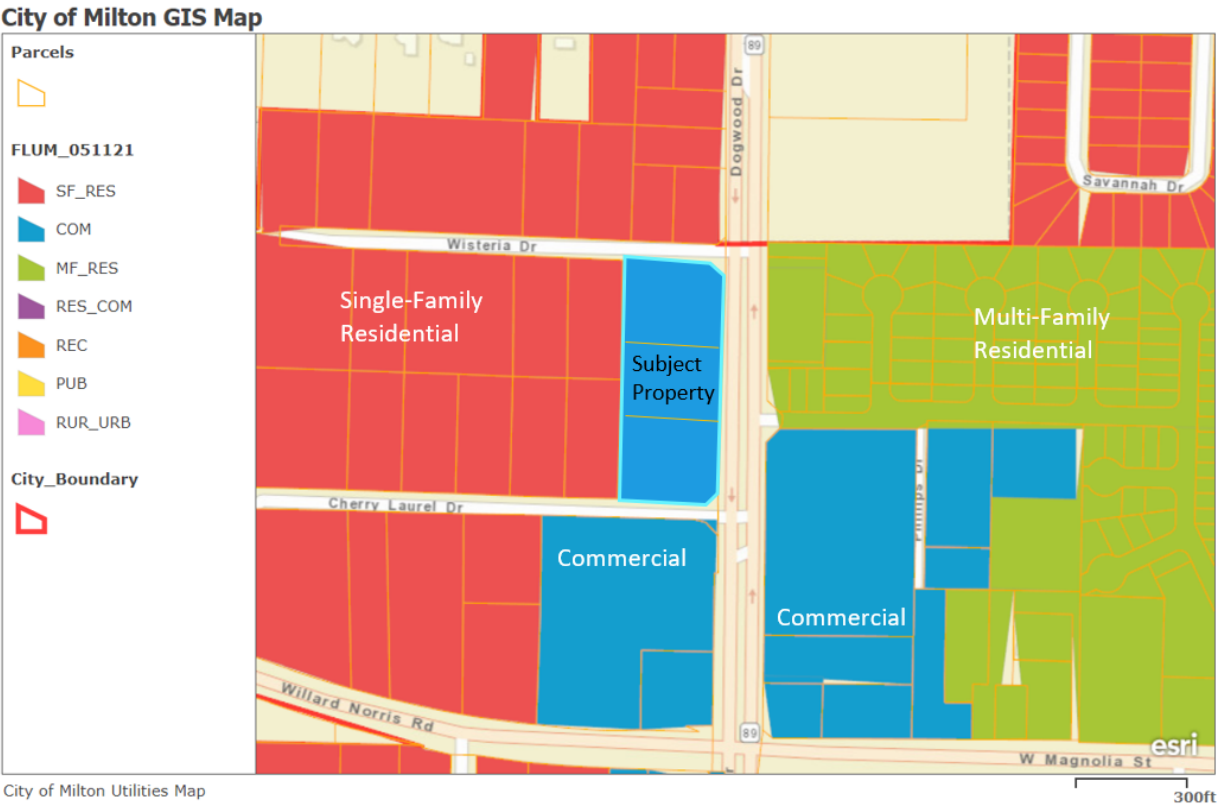
CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

ATTACHMENT A



DRAFT

ATTACHMENT B

PARCELS # 282N280000032460000, 282N280000032450000, and 282N280000032000000

LEGAL DESCRIPTION:

EXHIBIT "A"

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 43.17 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 236.87 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 204.79 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 266.30 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE GO SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89 A DISTANCE OF 172.11 FEET; THENCE GO SOUTH 45 DEGREES 57 MINUTES 24 SECONDS WEST CONTINUING ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89 A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING. CONTAINING 1.25 ACRES MORE OR LESS. LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICAL RECORD BOOK 1912 PAGE 1445, PUBUC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 280.04 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 204.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 218.73 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST A DISTANCE OF 261.30 FEET TO THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEWWESTERLY RIGHT OF WAY LINE A DISTANCE OF 218.79 FEET; THENCE DEPARTING SAID NEW WESTERLY RIGHT OF WAY LINE GO NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 266.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.32: ACRES, MORE OR LESS. LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 2584.19 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE PROCEED NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 665.19 FEET TO A POINT OF

INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE AND THE OLD WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHERRY LAUREL DRIVE A DISTANCE OF 280.04 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 423.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST A DISTANCE OF 206.08 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WISTERIA DRIVE; THENCE SOUTH 89 DEGREES 36 MINUTES 23 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF: 225.26 FEET TO INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY AND THE NEW WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 89; THENCE SOUTH 42 DEGREES 51 MINUTES 28 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 89 A DISTANCE OF 46.85 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 20 SECONDS EAST ALONG SAID NEW WESTERLY RIGHT OF WAY LINE A DISTANCE OF 172.00 FEET; THENCE DEPARTING SAID NEW WESTERLY RIGHT OF WAY LINE GO NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 261.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.21 ACRES, MORE OR LESS.LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

DRAFT



Agenda Item # 2022-148

Piggyback Santa Rosa County's Road Striping bid

MEETING DATE

January 31, 2022

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City purchasing policy allows council to waive the bid process and use "Other Contracts" that have gone through the review process and have been approved by another government entity. The Road & Street Department needs a Road Striping Vendor.

SUMMARY

Santa Rosa County: ITB 22-006
Pricing: Various
Vendor: Gulf Coast Traffic Engineers, Inc.

RECOMMENDATION

Council moved to Consent to waive the bid process and approve piggyback off Santa Rosa County's bid for Road Striping to Gulf Coast Traffic Engineers, Inc.

ATTACHMENTS

1. Road Striping Piggy Back from Santa Rosa County

Diane Ebentheuer

*Approval from Gulf Coast Traffic Engineers
to Piggy Back*

From: Blair Crooke <blair@gcteinc.com>
Sent: Tuesday, January 11, 2022 8:46 AM
To: Diane Ebentheuer
Subject: Re: Gulf Coast Traffic Engineers - Piggy Back off Santa Rosa County contract

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

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

Yes!

Blair Crooke

President
Gulf Coast Traffic Engineers
blair@gcteinc.com
Work (850) 316-4112
Cell (850) 910-1520

On Jan 11, 2022, at 8:31 AM, Diane Ebentheuer <debentheuer@miltonfl.org> wrote:

Hi Blair Crooke,
Please respond back to this email "yes" if you wish to allow us to piggy back off your contract with Santa Rosa County honoring the prices you quoted them.

I have copies of all the paperwork I need.

Thank you,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
City of Milton
P. O. Box 909
Milton, FL 32572
Ph: 850-983-5438
Fx: 850-983-5415
debentheuer@MiltonFL.org

Diane Ebentheuer

Approval from SRC to Piggy Back

From: Lyndsey Gibson <LyndseyG@santarosa.fl.gov>
Sent: Monday, January 10, 2022 10:34 AM
To: Diane Ebentheuer
Subject: RE: request to Piggy Back your Striping Contract
Attachments: Agreement with Gulf Coast Traffic Engineers-Final.pdf; 22-006 Bid Tabulation.pdf

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

Diane,

Attached is the Agreement with Gul Coast Traffic Engineers, the solicitation and vendor submittal is under exhibit A. I have also attached the bid tab, they were the only vendor

Lyndsey Gibson
Santa Rosa County
Procurement Officer
6495 Caroline Street, Suite L | Milton, Florida 32570
P: 850.983.1870 C: 850.380.1754 F: 850.983.1856
Santarosa.fl.gov | [Facebook](#) | [Twitter](#) | [Instagram](#)

All vendors wishing to receive solicitations and requests for quotes from Santa Rosa County should sign up with our vendor management solution at:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/santa-rosa-county-fl-vendor-registration>

From: Diane Ebentheuer <debentheuer@miltonfl.org>
Sent: Monday, January 10, 2022 10:20 AM
To: Lyndsey Gibson <LyndseyG@santarosa.fl.gov>
Subject: request to Piggy Back your Striping Contract

Hi Lindsey,
We would like to piggy back your striping contract with Gulf Coast Striping??
If yes, can you send me your backup/proof of solicitation and contract?

Thank you,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
City of Milton
P. O. Box 909
Milton, FL 32572
Ph: 850-983-5438
Fx: 850-983-5415
debentheuer@MiltonFL.org



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID TABULATION

TO: Whom it may concern DATE: November 15, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: Bid Tabulation for **ITB 22- 006 Road Striping**

Notice is hereby given that the Santa Rosa County Board of County Commissioners received sealed bids on November 15, 2021, in the Office of Procurement for Road Striping as indicated within the bid package. Bid opening was held at 10:00 a.m. CST.

Present for Santa Rosa County: Lyndsey Gibson - Procurement Officer
Brandy Kea – Sr. Administrative Assistant
Tom Collins – Public Works

Others in Attendance: Jon Green – Gulf Coast Traffic Engineers
Blair Crooke - Gulf Coast Traffic Engineers

A single bid submission was received and recorded as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Gulf Coast Traffic Engineers	\$62,428.00

BID FORM

ROAD STRIPING

Santa Rosa County Procurement Department 6495 Caroline Street, Suite J Milton, Florida 32570

Dear Sir/Madam:

The undersigned agrees to furnish the service as requested by you for Santa Rosa County in your invitation to bid and certifies that the bid meets or exceeds the specifications called for, except as set out in "Exceptions to Bid Conditions" and attached to this form. The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined in the scope of services contained herein for thermoplastic and paintend traffic striping and markings, as well as raised retro-reflective pavement markers with bituminous adhesive located in Santa Rosa County.

Name and Address of Bidder:

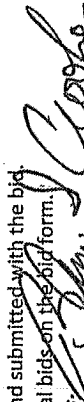
10/19/21 BID FORM

Item #	FDOT Spec # or SRC Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
Adapted from FDOT Master Unit Cost Items						
1	0701 18101	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	GM	1	\$4,600.00	\$4,600.00
2	0701 18201	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	1	\$4,600.00	\$4,600.00
3	0701 18221	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.5	\$2,000.00	\$1,000.00
4	702 18221	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SKIP, 6"	GM	0.5	\$2,000.00	\$1,000.00
5	702 18101	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	LF	1320	\$0.90	\$1,188.00
6	702 18201	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, YELLOW, SOLID, 6"	LF	1320	\$0.90	\$1,188.00
7	702 18221	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, YELLOW, SKIP, 6"	LF	700	\$0.35	\$245.00
8	703 18221	PROFIED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SKIP, 6"	LF	700	\$0.35	\$245.00
9	0711 15101	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 6"	GM	1	\$4,600.00	\$4,600.00
10	0711 15201	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	1	\$4,600.00	\$4,600.00
11	0711 15231	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.5	\$2,000.00	\$1,000.00
12	0711 15131	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6"	GM	0.5	\$2,000.00	\$1,000.00
13	0711 15101	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 6"	LF	1320	\$0.90	\$1,188.00
14	0711 15201	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, Solid, 6"	LF	1320	\$0.90	\$1,188.00
15	0711 15231	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	LF	700	\$0.35	\$245.00
16	0711 15131	PROFIED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6"	LF	700	\$0.35	\$245.00
17	0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR CROSSWALK	LF	200	\$1.25	\$250.00
18	0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR STOP LINE AND CROSSWALK	LF	200	\$2.00	\$400.00
19	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	200	\$8.00	\$1,600.00
20	E711 11121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	5280	\$0.80	\$4,224.00

21	E711 11141	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	LF	700	\$0.35	\$245.00
22	E711 11221	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	5280	\$0.80	\$4,224.00
23	E711 11241	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	LF	700	\$0.60	\$420.00
24	0711 14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" CROSSWALK	LF	200	\$2.75	\$550.00
25	0711	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 18" STOP LINE AND CROSSWALK	LF	200	\$3.00	\$600.00
26	0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" STOP LINE AND CROSSWALK	LF	200	\$6.50	\$1,300.00
27	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (STOP)	EA	15	\$90.00	\$1,350.00
28	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (SCHOOL)	EA	4	\$125.00	\$500.00
29	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (SCHOOL CROSSING)	EA	4	\$70.00	\$280.00
30	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (PED X-ING)	EA	4	\$70.00	\$280.00
31	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (ONLY)	EA	15	\$75.00	\$1,125.00
32	0711 14191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	200	\$6.00	\$1,200.00
33	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6	\$50.00	\$300.00
34	0711 11180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	100	\$5.00	\$500.00
35	0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	500	\$4.00	\$2,000.00
36	0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1	\$1,000.00	\$1,000.00
37	0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1	\$1,000.00	\$1,000.00
38	0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.5	\$1,000.00	\$500.00
39	0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.5	\$1,000.00	\$500.00
40	0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	200	\$2.50	\$500.00
41	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	100	\$10.00	\$1,000.00
42		THERMOPLASTIC & PAINT, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO	SF	2640	\$1.60	\$4,224.00
43	0711 17 1	REMAIN (HYDRO-BLASTING)	SF	2640	N/A	N/A
44	0711 17 1	REMAIN (SAND-BLASTING)	SF	2640	\$1.60	\$4,224.00
		REMAIN (GRINDING OR OTHER)	SF	2640	\$1.60	\$4,224.00
TOTAL						\$62,428.00

Reference: Current FDOT Design & Construction Standards in Effect at the Time of Bid
Estimated quantities are not guaranties and are included only as a guide for bidding.

Additional rate and unit cost information may be provided on a separate sheet titled, "Additional Rate and Unit Cost Information" and submitted with the bid.
Additional rate and unit cost information provided will not be used to select the lowest bidder and should not be included in the total bids on the bid form.

COMPANY REPRESENTATIVE SIGNATURE: 

Date: 11/15/21

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

STANDARD FORM CONSTRUCTION BID AGREEMENT

THIS AGREEMENT is dated as of the 9th day of December in the year 2021 by and between Santa Rosa County, a political subdivision of the state of Florida ("County") and Gulf Coast Traffic Engineers, Inc. ("Contractor").

County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ROAD STRIPING

Article 2. CONTRACT TIMES.

- 2.1 The Work will be substantially completed within the prescribed number of calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within 30 calendar days after the date when the Contract Times commence to run.
- 2.2 Liquidated Damages. County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above, plus any extensions thereof allowed by the County. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring of such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the amount specified in Paragraph 2.3. for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 2.1 for completion and readiness for final payment or any proper extension thereof granted by County, Contractor shall pay County the amount specified in Paragraph 2.3. for each day that expires after the time specified in paragraph 2.1 for completion and readiness for final payment. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.
- 2.3 Liquidated Damages are based upon the original contract amount, as established by Santa Rosa County. Liquidated damages, based upon the task order amount will be: \$250 dollars per calendar day for task orders below \$50,000, \$500 dollars per calendar day for task orders \$50,000.01 to \$99,999, and \$1,000 dollars per calendar day for task orders \$100,000 and above.

LIQUIDATED DAMAGES SCHEDULE

Phase	Begin Date	Consecutive Calendar Days to Complete	Liquidated Damages
1	Issuance of Task Order	7	Daily Rate as Referenced on ITB 22-006
Entire Project	Notice to Proceed	TBD	Daily Rate as Referenced on ITB 22-006

Article 3. CONTRACT PRICE.

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is not to exceed an annual amount of \$120,000 as per the attached Contractor bid.

Article 4. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Contract. Applications for Payment will be processed by Engineer as provided in the contract.

4.1 *Progress Payments; Retainage.* County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth (15th) day of each month during construction as provided in paragraph 4.1.1. All such payments will be measured based on the number of units completed. Payments to the Contractor shall in no way imply approval or acceptance of Contractor's work.

4.1.1 Contractor may be paid 95 % of Work completed (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall determine, or County may withhold. Contractor may be paid 95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to County).

4.1.2 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

4.2 *Final Payment.* Upon final completion and acceptance of the Work, County shall pay the remainder of the Contract Price as recommended by Engineer.

4.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

4.2 Payments Withheld

4.2.1 The Engineer or the County may decline to approve any Applications for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

4.2.1.1 Defective Work not remedied;

4.2.1.2 Third party claims filed or reasonable evidence indicating probable filing of

such claims;

4.2.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

4.2.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

4.2.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

4.2.1.6 Unsatisfactory prosecution of the Work by the Contractor;

4.2.1.7 Failure to provide accurate and current "As-Builts"; or

4.2.1.8 Any other material breach of the Contract Documents.

4.3.2 If these conditions in Subsection 4.3.1 are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of his Agreement or any other agreement between Contractor and the County.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce County to enter into this Agreement Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 6) and the other related data identified in the Project Documents including "technical data."

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Bid documents. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that County and Engineer do not assume responsibility for the accuracy or completeness of information and data shown, indicated in the Contract Documents with respect to Underground Facilities at, or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 Contractor is aware of the general nature of work to be performed by County and others at the site that relates to the Work as indicated in the Contract Documents.

5.6. Contractor has correlated the information known to Contractor, information and observation obtained

from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

5.7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 6. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between County and Contractor concerning the Work consist of the following:

- 6.1 This Agreement
- 6.2 Exhibit A- Scope of Work and Contractor's Bid
- 6.3 Exhibit B- Insurance Requirements
- 6.4 Exhibit C- Civil Rights Clauses
- 6.5 Exhibit D- Scrutinized Contractors Certificate
- 6.6 Any other documents necessary to clarify and memorialize the agreement between Contractor and County.

Article 7. PUBLIC RECORDS

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS WANDA PITTS, AT (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

Contractor must comply with the public records laws, Florida Statute Chapter 119, Specifically, Contractor must:

- 7.1 Keep and maintain public records required by the County to perform the service.
- 7.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- 7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the County.

7. 4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Article 8. AUDIT

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

Article 9. TERMINATION FOR CONVENIENCE

County may at any time and for any reason terminate Contractor's services and work at County's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment. Further, County may terminate this contract immediately for failure of contractor to comply with Chapter 119, Florida Statutes.

Article 10. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES

The County reserves the right to terminate this agreement immediately for failure of Contractor to adhere to the requirements of Florida Statutes Chapter 119.

Article 11. MISCELLANEOUS.

11.1 Terms used in this Agreement which are defined in the Bid documents.

11.2 No assignment by a Party of any rights under or interests in the Contract Documents will be binding on another Party without the written consent of the Party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release

or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other Party, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision

11.5 All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the Ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

Article 12. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the 1st Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

Article 13. CIVIL RIGHTS.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 14. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 15. COMPLIANCE WITH LAWS.

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to

Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

ARTICLE 16. CONFLICT OF INTEREST.

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

ARTICLE 17. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees/subcontractors. Under no circumstances shall Contractor or any of Contractor's employees/subcontractors look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees/subcontractors, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 18. THIRD PARTY BENEFICIARIES.

It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 19. INDEMNIFICATION AND WAIVER OF LIABILITY.

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

ARTICLE 20. TAXES AND ASSESSMENTS.

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 21. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "C". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

ARTICLE 22. INCONSISTENCIES AND ENTIRE AGREEMENT.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Article 6.

ARTICLE 23. SEVERABILITY.

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

ARTICLE 24. ENTIRE AGREEMENT.

This Agreement and Exhibits A through D contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

ARTICLE 25. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY.

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

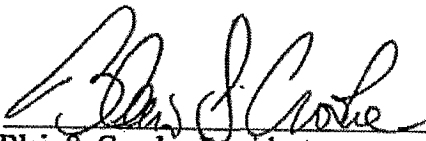
-- **IN WITNESS WHEREOF**, County, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to County, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by County, and Contractor, or identified by Engineer on their behalf.

This Agreement will be effective on December 9, 2021 (which is the Effective Date of the Agreement).

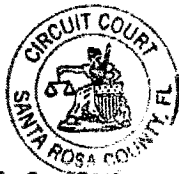
WITNESS:


Signature

Jonathan Green
Print Name

BY: 
Blair S. Crooke, President

ATTEST:



SANTA ROSA COUNTY, FLORIDA


Donald C. Spencer, Clerk of Court

BY: 
Robert A. "Bob" Cole, Chairman



Agenda Item # 2022-152

Bid Opening for RFP- Engineering Services Roeville Waterwell & Tank

MEETING DATE

January 31, 2022

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City solicited request for proposals (RFP) for Engineering Services for Roeville Waterwell & Tank.

SUMMARY

Bid opening was held on 01/12/2022. Proposals were received from 1 Engineering Firm. Staff have reviewed the proposal and made a recommendation to award to Baskerville-Donovan, Inc.

RECOMMENDATION

Council moved to award to Baskerville-Donovan, Inc.

ATTACHMENTS

1. 2022.01 Eng Svcs Roeville Bid Tab



BID TABULATION

01/12/2022 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer
Michele Williams
Curtis Krebs
Joe Cook

Purchasing Officer
Purchasing Assistant
Chief Financial Officer
Public Works Director

Others in attendance:

None

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

RFP 2022.01 Engineering Services Roeville Waterwell & Tank

1 [Baskerville-Donovan, Inc.](#)

Proposal



Agenda Item # 2022-154

Chief Financial Officer and Director of Public Relations Job Descriptions

MEETING DATE

January 31, 2022

PREPARED BY

BACKGROUND

The CFO position and Director of Public Relations position are council approved positions.

SUMMARY

The attached job descriptions encompass the duties and functions of these positions.

RECOMMENDATION

Forward to committee per council

ATTACHMENTS

1. CFO Description DRAFT
2. Director of Public Relations

Chief Financial Officer (CFO)

BASIC REQUIREMENTS:

- Education:** Master's Degree in Accountancy, Business Administration or CPA
- Experience:** Ten (10) years of experience in a financial management position such as an auditor or city accountant for at least ten years.

JOB SUMMARY:

The Chief Financial Officer (CFO) will oversee all accounting tasks and financial reporting procedures of the City. These tasks will include supervising the Finance Department personnel, accounts receivable, accounts payable, debt transactions, general ledger, etc. This position will work closely with and supervise financial personnel to prepare daily/monthly/quarterly financial reports. The CFO will also work closely with all other departments to properly account/identify areas to implement cost-saving procedures, limit expenditures and enhance overall efficiency.

ESSENTIAL JOB FUNCTIONS: (These examples are only representative work samples for this classification and do not include all duties or special work assignments that may be required of this classification or job)

- Supervises the Finance Department: (6 employees) including evaluations, counseling, interviewing, hiring, disciplining, training, daily accounting tasks, and monitoring daily financial operations.
- Effectively responds to stressful or high-pressure environment, working with the public. Taking customer complaints, making account adjustments, performing customer cut-offs, implementing customer payment plans.
- Approves accounts payables for check processing.
- Monitoring payables for Finance and processing AMI invoices, Postage, ENCO invoices, and others as needed.
- Mail/Postage daily delivery and pickup
- Prepares and monitors the budget for the Finance Department.
- Develops/Implements new/more efficient policies and procedures for personnel and finance including investment policies.
- Bank runs for Region's CC invoice and the 3 SRF Loans.
- Provides comprehensive oversight of the City's financial condition.
- Reviews City contracts for integrity, accountability, and fiscal compliance.
- Reviews entries to the general and statistical ledgers to assure accuracy and compliance with established accounting principles and procedures, Prepares general and statistical ledger entries.
- Prepares financial and statistical reports as required.
- Coordinates and prepares for financial audits as required by governmental regulation, or other organization.
- Assists in the preparation of the annual budget and coordinating the completion of the Annual Audit

- Recommends changes in financial policies and procedures, as necessary.
- Monitors established internal controls to assure proper compliance.
- Assists in the preparation of cost reimbursement reports and other interim reports as may be required.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of generally accepted accounting principles and Governmental Accounting and Financial Reporting Standards relating to municipal finance.
- Knowledge of requirements and regulation set forth by the Auditor General and other related agencies.
- Skilled in the use of computer-based automated financial programs as well as other computer applications including excel and word.
- Ability to prepare financial and special reports from financial records and the ability to complete a year end audit working with the City's auditors.
- Ability to maintain good working relationships with co-workers, supervisor, management, and department head staff and various agency personnel.

HOURS OF WORK, SUPERVISORY RESPONSIBILITY AND ACCOUNTABILITY REQUIREMENTS:

- Normal office hours, Monday through Friday. Additional hours will be necessary for scheduled council, committee and board meetings.
- Reports directly to the City Manager.

PHYSICAL REQUIREMENTS:

The employee in this position is in constant communication with coworkers, elected officials and the public. Employee must be able to communicate clearly and effectively and exchange accurate information in person and on the phone. The employee must be able to review documents in paper or electronic form. The employee regularly lifts and/or moves up to 10 pounds and occasionally lifts and/or moves up to 20 pounds. Must be able to utilize a variety of office equipment and a computer. The employee must be able to conduct research online and on paper, create and complete paperwork, and other similar tasks.

This description does not constitute a written or implied contract of employment. Duties may be modified as necessary. Reasonable accommodations may be made for qualified individuals who identify themselves with a disability pursuant to the ADA.

Approved By: _____
City Manager

Date:

**CITY OF MILTON
DIRECTOR OF PUBLIC RELATIONS**

BASIC REQUIREMENTS:

EDUCATION & EXPERIENCE: Bachelors' degree in journalism, media relations, communications, public administration or related field – project management, event management & marketing. Three (3) years recent experience in community/media relations, public relations for a government agency or for a private agency servicing local government clients. Five (5) years' experience in successful event planning & management. Will accept any suitable combination of education, experience, and training sufficient to successfully perform the essential functions of the job. Required experience in advanced computer skills, database management, social media platforms, SEO & proficient in design software (adobe creative suite software preferred)

LICENSE REQUIREMENTS, CERTIFICATES, ETC.

- Applicant must have a valid driver's license

ESSENTIAL JOB FUNCTIONS: Essential functions are fundamental job duties. They do not include marginal tasks which are also performed but are incidental to the primary functions. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position, nor does every position allocated to the class necessarily perform every duty listed

- Conveys city policies, regulations, and responsibilities to members of the media to help promote accurate reporting about the organization. Responds to reporter inquiries, conducts research, pitches stories to members of the media when appropriate, and keeps internal stakeholders informed about areas of media interests.
- Serves as the primary point-of-contact for media inquiries and monitors media coverage.
- Establishes and maintains professional relationships with members of the media as well as building contacts with counterparts at other government and community agencies.
- Acts in a liaison capacity with community leaders, other governmental agencies and communication groups requesting information on government related activities.
- Consults with city departments to develop external and internal marketing, communication plans and strategies for the dissemination of complex information on a wide range of agency activities, programs and goals.
- Manages the city's social media accounts.
- Assists and advises departments and commission with general communications needs including press releases, brochures, posters, speeches, remarks, comments, photos, presentations, press conference, special events and other related needs.
- Trains city staff on best practices when working with the media.
- Attends city council and other meetings as directed to stay informed on activities and projects.
- Manages responsibilities for community outreach activities beyond regular city business hours including extended workdays, evenings, weekends and holidays.
- Expected to be on-call and respond to emergency callouts and participate with emergency activations.

- Assists in the preparation of the annual budget in various accounts.
- Develop, implement & manage the Brand strategy.
- Overseeing implementation of the Marketing strategy – including campaigns, events, digital marketing, and PR.
- Work closely with city staff to define marketing materials and programs.
- Developing and delivering marketing communications strategies for the city business operations.
- Develop and oversee the on-site management of special events in the City, including but not limited to: Bands on the Blackwater, Waterfest, Fall Festival, and Light up Milton.
- Manage event logistics pre-and-post each event, including but not limited to: registration & attendee tracking, promotional materials, ad campaigns, entertainment contracts & management, vendor contracts & management, on-site event development & layout, and pre-and-post event evaluations (AAR).
- Collaborate & communicate with city staff on all relevant event details and needs – operations, security & EMS, staffing, etc.
- Develop and oversee commercial sponsorship contracts, solicitation of funds, grants, etc.
- Work with sponsors & corporate partners to make sure all parties receive their contractual rights.
- Develop a communication plan to ensure community awareness and involvement in events.
- Identify trends and book entertainment that meets a family-friendly environment.
- Works with other City Departments and divisions to ensure projects and special events are progressing. Create and update venue site plan for each event.
- Develops all marketing materials for assigned special events.
- Manage event signage and décor inventory.
- Identifies, solicits, and secures vendors to participate in City special events.
- Serves as a representative at community events, expos, and booths.
- Develop and manage an intern program and utilize interns to help with events.
- Performs related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- State, federal, county and city laws; familiar with city, county, state and federal agencies.
- Knowledge of sound public relations and marketing techniques for promoting and advancing special events, and the ability to make effective presentations in a group or individual setting.
- Knowledge of City budget and procurement regulations.
- Principles, practices and methods of social media; practices and principles of public information, crisis communications, public relations and marketing; web site design, management, and/or content development; basic copyright laws applicable to design work and creative properties; design and electronic pre-press processes and experience with typography, color, conceptual thinking, print layout, digital production, and post-production; emergency public information policies, methodologies and procedures
- Operate media equipment
- Operate office equipment; design and layouts for brochures and pamphlets; relate to any audience regardless of age; participate in or host radio and television programs.
- Exercise independent judgment
- Highly motivated and able to take initiative.
- Work under minimum supervision.

- Strong organizational skills.
- Experience in high-level event planning and delivery of events.
- Strategic thinker with the ability to learn existing processes and adapt to current surroundings.
- Ability to work in a fast-paced, dynamic environment meeting multiple deadlines.
- Direct and supervise a group of volunteers or workers
- Proofread and edit documents
- Function well under stressful situations
- Ability to exercise considerable initiative and independent judgment and must work effectively with City staff, elected officials, appointed officials, intergovernmental organizations, neighborhood associations, outside consultants, their employees, and the general public.
- Deal effectively with the public, media and officials in a courteous and tactful manner
- Proper spelling, grammar, punctuation, vocabulary, and sentence structure; proficient in press release writing and AP style; digital photography & photo editing; and MS Office /Windows OS platform programs required. Additional computer program expertise a plus.

HOURS OF WORK:

- Normal office hours, Monday through Friday. May vary with requirement to participate in City Council or Community functions
- Reports directly to the City Manager and may be designated as essential personnel in case of natural disaster.

JOB SUMMARY:

The Director of Marketing is responsible for coordinating city communications and releasing accurate and timely information to City of Milton and Santa Rosa County residents, the media and city employees. Duties include seasonal campaigns, managing crisis and disaster related information, as well as the day-to-day management of internal and external communication strategies. This position provides services similar to those provided by a full-service communications agency, focusing on heightening awareness of the city's mission, programs, policies, initiatives and services offered. The Director of Marketing also works in the field during emergencies and is available to the media 24/7. The Director of Public Relations is responsible for developing and implementing special events in the City. This position reports directly to the city manager. This employee exercises considerable initiative and independent judgment and must work closely with a wide variety of stakeholders including City officials and staff, special event promoters, entertainment and production professionals, local business owners, neighborhood associations, outside consultants, and City residents. The position requires an individual with high energy, enthusiasm, passion for special events and community enrichment, and an ability to attract and retain vendors, sponsors, performers, and production professionals and build relationships with stakeholders. Strong oral and written communication skills are necessary, including the ability to negotiate effectively.

PHYSICAL REQUIREMENTS:

The employee in this position is in constant communication with coworkers, elected officials, and the public. Employee must be able to communicate clearly and effectively verbally, in writing, and electronically. Communication must be exchanged accurately. This position requires the review of documents on paper or electronic form. Employee regularly lifts and/or moves 25 pounds and occasionally lifts and/or moves up to 50 pounds. This position will remain stationary for 40% of the

position and the employee will move and traverse at events and other city buildings 60% of the position. Must be able to utilize a variety of office equipment, computer, and media equipment. The employee will be required to fulfill this role at several different locations. Employee must be able to perform the physical aspects of event set up, tear down, and execution. Employee should be able to handle outdoor temperatures ranging from moderate to severe. This employee must be able to operate a City vehicle.

ENVIRONMENTAL CONDITIONS: Work indoors and outdoors; on occasion works in hazardous and stressful environment.

This description does not constitute a written or implied contract of employment. Duties may be modified, as necessary. Reasonable accommodations may be made for qualified individuals who identify themselves with a disability pursuant to the ADA.



Agenda Item # 2022-158

Bagdad-Milton Connector

MEETING DATE

January 31, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Staff is working with Councilman Compton to seek support of the construction of a sidewalk from Municipal Dr. along Henry St. south to the city boundary. The primary objective of which is to demonstrate the city's commitment to the Bagdad/Milton connector and achieve goals and objectives found in Chapter 4 of the City's Comprehensive Plan.

SUMMARY

We have long supported the Santa Rosa County application to the Florida Department of Transportation to request a sidewalk connection along Henry Street connecting the Historic Downtown of Milton with the Historic Village of Bagdad. Adequate sidewalk and bicycle facilities are increasingly becoming livability metrics for communities. This project will provide the aforementioned benefit and improve the overall livability of the city. The continued development of this connection is in keeping with the jointly developed area master plan and is necessary to address the safety and infrastructure needs of all.

This pedestrian pathway is a High Priority on the Multi-Use Trail Network schedule of the area TPO. Both the Blackwater Heritage State Trail and the Bagdad Mill Site are designated through the Florida Greenways and Trails Designation Program. This system will provide much needed multi-modal access to our city from the south. Additionally, this historic corridor enters Milton in an area we are currently developing as a community gateway.

Additionally, to achieve the Objectives of the Comprehensive Plan staff offers the following:

CHAPTER 4: TRANSPORTATION ELEMENT A. ELEMENT OVERVIEW According to Rule 9J-5.019 of the Florida Administrative Code, the purpose of the Transportation Element is to plan for a multi-modal transportation system that places emphasis on public transportation systems. The goal of the City of Milton's Transportation Element is to develop and maintain an integrated multi-modal transportation system that ensures that multiple travel options are afforded to all.

The achievement of policies within the Comprehensive Plan will have a positive impact on increasing the modal split of transit along with bicycle and pedestrian modes. Additionally, promoting quality developments with accessible pedestrian, bicycle and transit infrastructure provides increased mobility to disadvantaged populations, as well as achieving resource protection goals.

OBJECTIVE 1.1: THE CITY OF MILTON SHALL PROVIDE FOR SAFE, CONVENIENT, AND EFFICIENT MOTORIZED AND NON-MOTORIZED TRAFFIC BY IMPLEMENTING THE POLICIES OF THE COMPREHENSIVE PLAN.

Costs follow:

Funding would be derived from 302.0572 Steets/Sidewalks while still allowing for 2022 Street Improvements and leaving 80K for other system needs.

New Sidewalk	5' x 4" SqFt.	4" Cost	6" Driveway SqFt.	6" Driveway Cost	Total Cost
Butterfly House to City Limit Sign	3,700	\$22,200.00	1,300	\$9,750.00	\$31,950.00
Note: 2 each Gulf Power poles do not have clearance for a 5 ft sidewalk to edge of the road					
Homeowner fencing for front yard impacts new sidewalk clearance					
\$6.00 sqft - 4"					
\$7.50 sqft - 6"					

RECOMMENDATION

Council Direction. The Committee of the Whole voted unanimously to forward the item to the Executive Committee.

ATTACHMENTS

None



Agenda Item # 2022-155

City of Milton Board Vacancies

MEETING DATE

January 31, 2022

PREPARED BY

Melissa Short, Admin
Assistant/Permit Clerk

BACKGROUND

Currently, the Board of Adjustment, Police Pension Board, and Fire Pension Board have one vacancy. The General Employees' Pension Board and Civil Service Board have two vacancies. The Committee of the Whole voted to change the name of the Community Development Advisory Board to the Community Improvement Board, which has seven vacancies. Attached is the proposed ordinance that would change the name of the board to the Community Improvement Board.

SUMMARY

Attached are the seven applicants who want to serve on the CIB. In addition, attached are three previous members from the Riverfront Redevelopment Team who expressed an interest in continuing to serve as a part of the CIB. They are Laura Spencer Coleman, Deb Becker, and Michael Johnson. Attached is the Community Improvement Board description and qualifications. Staff did not receive any applications for any other boards that currently have vacancies. It is important to fill these positions so a meeting can be held with a simple majority of the board present.

RECOMMENDATION

Staff recommends review of the seven applicants for the Community Improvement Board (CIB), (originally the CDAB) and the three applications from the previous members of the Riverfront Redevelopment Team, who expressed an interest in continuing to serve as a part of the CIB.

ATTACHMENTS

1. Community Improvement Board
2. Board Vacancies
3. Board Appt Survey's for Community Improvement Board
4. Community Improvement Ordinance

Community Improvement Board

The 7-member Community Improvement Board (CIB) provides recommendations to the Community Redevelopment Agencies and City Council on matters pertaining to economic development investments and activities primarily in the lands along the riverfront. Its primary responsibility is to review and evaluate all funding requests and development proposals. Nothing however prohibits their ability to evaluate other community and economic development activities in other areas if requested by Council. Further, the CIB shall evaluate pertinent projects to determine the potential impacts on the community's character and unique history.

Members

The members shall reflect experience or interest in the following fields of expertise:

1. Financial services (banking, investment, and insurance).
2. Technology and communications.
3. Professional services (lawyers, engineers, scientific, and architects).
4. Arts, culture, and recreation.
5. Construction and real estate.
6. Tourism to include Eco-tourism and lodging.
7. Marketing and public relations.
8. Historic Preservation.
9. Small business and retail centers.

The board consists of 7 members. The members shall serve for 2-year terms at the pleasure of City Council and without compensation. No more than three members from any area of expertise shall be appointed and serve on the board at one time. If any member fails to attend, without cause, 50% of all meetings held during any calendar year from the date of appointment by City Council, the member's seat shall be declared vacant.

Duties

Act in an advisory capacity to the City Council in matters related to economic development and business activities in the development of and periodic updates to the city's economic development strategic plan.

Perform other duties as requested by the City Council or as considered advisable by the Committee and approved by the City Council. Act in an advisory capacity to the City Council in matters related to economic development and business activities in the development of and periodic updates to the city's economic development strategic plan.

Make recommendations on ordinances, policies, short-term action plans, and resources allocated to business and economic development activities and programs of the city.

Have such other advisory duties granted by the City Council consistent with the business and economic development needs of the city. Identify actions to promote the economic

health of the business community while preserving our unique characteristics as a welcoming riverfront community

Promote the hospitality and tourism industry in Milton while fostering businesses that serve and enjoy the loyalty of our local and regional community

Identify programs, policies, and activities that can help the business community recover from any economic recession.

Pursue new and diversified businesses leveraging our expertise, including the use of special zones, to address issues of concern.

City of Milton Board Vacancies

Board of Adjustment

The Board of Adjustment is a seven-member board that is charged with the review of variances, special exceptions, and administrative appeals. There is currently one vacancy on this board. This position, when filled, is an at-large position that is appointed by the Council and would be for the remainder of the term.

At this time, staff has no applications on file from individuals interested in serving on this board. It is important to fill these positions so a meeting can be held with a simple majority of the board present. This becomes more difficult for applicants to achieve if board members are absent, or if vacancies exist.

Community Improvement Board

The Community Improvement Board is a seven-member board that recently was established by the City Council in place of the previous Riverfront Redevelopment Team. All seven positions are available to be filled. These positions, when filled, will serve two-year terms.

At this time, staff has ten applications on file from individuals interested in serving on this board. The ten applications accompany this notice. Additionally, there are three previous members from the Riverfront Redevelopment Team who expressed an interest in continuing to serve as a part of the CDAB. They are Laura Spencer Coleman, Deb Becker, and Michael Johnson. It is important to fill these positions so a meeting can be held with a simple majority of the board present.

General Employees' Pension Board

The General Employees' Pension Board is a five-member board that do not have to live inside the city limits. The General Employees' Pension Board oversees the allocations of funds for the general employee pension fund. Process retirements/payments, reviews the recommendations of the investment company, consultant, attorney, and actuary, and meets necessary reporting requirements. There are currently two vacancies on this board. These positions, when filled, are Council Representatives. These positions, when filled, will serve four-year terms.

At this time, staff has no applications on file from individuals interested in serving on this board.

Police Pension Board

The Police Pension Board is a five-member board that oversees the allocations of funds for the police officer's pension. Reviews the recommendations of the investment company, attorney, and actuary. There is currently one vacancy on this board. This position, when filled, is a City Resident appointed by City Council and will serve a four-year term.

At this time, staff has no applications on file from individuals interested in serving on this board.

“Due to the size of the city and narrow jurisdictional boundaries, we have had a hard time filling the vacant position on the Milton Police Pension Fund Board. To alleviate this, an agenda item will be added to all public meetings in an attempt to fill this position. When this position is filled, the Division of Retirement will be notified immediately with the information needed to close the vacant position.”

Fire Pension Board

The Fire Pension Board is a five-member board that is charged with overseeing the allocations of funds for the firefighter’s pension. Reviews the recommendations of the investment company, attorney, and actuary. There is currently one vacancy on this board. This position, when filled, is a City Resident appointed by the City Council and serve a two-year term.

At this time, staff has no applications on file from individuals interested in serving on this board.

Civil Service Board

The Civil Service Board is a five-member board that encourages and promotes a proper personnel system for employees of the City of Milton. The board has authority to write and adopt rules that shall cover subject areas such as disciplinary hearings, code and/or standards of conduct for members of classified service, probationary periods, employment eligibility criteria and applicant register procedures. All rules shall be approved by the City Council. There are currently two vacancies on this board, Council Appointed. The positions, when filled, will serve two-year terms.

Appointment and Structure:

1. All members shall reside within the city limits of the City of Milton.
2. The City Council shall not appoint a current or former city employee to the Board.
3. The City Council shall not appoint a current member of the City Council to the Board. Former City Council members may be appointed provided they have not held elective position in the City for a period of at least one year.
4. No person may serve as a board member if they have a relative in the Civil Service System. Relative means an individual who is related to the Board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
5. The Council shall strive to select members who have previous experience in personnel Administration, management, small business, self-employment, and/or with other outside public employers. In all cases, the City Council shall seek to appoint members with the best expertise and a wide variety of backgrounds to serve the citizens of Milton with regard to the Civil Service System.

At this time, staff has no applications on file from individuals interested in serving on this board.

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Date: _____

Name Howard J. Steele Phone (hm) 850.393.9434

E-mail address Howard@HJSTEELE.com Phone (wk/cell) 850.393.9434

Address 5379 Saratoga Ave. City Ward _____

Education _____

Work Experience: 30+ construction industry, FL Building Contractor

Community Service Providing construction assistance to a local non profit

Awards _____

Hobbies, Travel, etc landscaping/land clearing/farming/hiking

Other comments that would be helpful in determining appropriate appointment _____

A vibrant Milton economy can be a catalyst for a much larger area spurring more interest in the opportunities that are waiting to be seized. I would like to offer my experiences and knowledge to the DIB.
Please attach a brief resume.

Please check the Boards that you are interested in. **Downtown Improvement Board**

___ Milton Housing Authority

___ Milton Planning Board

___ Historic Preservation Board

___ Community Development Advisory Board

___ Civil Service Board

___ General Employees Pension Board

___ Board of Adjustments

___ Firefighters Pension Board

___ Police Pension Board

Digitally signed by Howard J.
Steele

Date: 2022.01.20 16:53:35 -06'00'

HJ Steele & Company, Inc.

5379 Saratoga Avenue Milton, Florida 32570•(850)393-9434•howard@hjsteele.com

HOWARD J. STEELE

FL CERTIFIED GENERAL CONTRACTOR/FL REGISTERED ROOFING CONTRACTOR

Summary

More than 30 years of construction management and property development experience. Familiar with planning, designing, and construction of residential, multi-family and commercial projects. Proven ability to effectively advance construction projects from concept to finished product on time and within budget. Experience in project management, change directives, architectural and engineering review, and municipal approvals. Able to negotiate contracts with vendors, subcontractors, and clients. Experience with serving as liaison between clients, engineers, architects, and government officials. Ability to read and interpret blueprints, specifications, standards, and other technical documentation.

AREAS OF EXPERTISE

☒Cost estimate

☒Materials procurement

☒Shop drawings

☒Project management

☒Negotiations

☒Quality control

FL CERTIFIED GENERAL CONTRACTOR

11/2018-Present

CGC1527054

FL REGISTERED ROOFING CONTRACTOR

8/2021-Present

RC29027805

FL CERTIFIED BUILDING CONTRACTOR

May 2004-October 2018

CBC1251845

FL LICENSED HOME INSPECTOR

HI4671

HJ Steele & Co., Inc.-A building construction firm providing construction and property development services. Experienced with the planning, designing, and construction of residential, commercial, multifamily and government projects. A broad scope of work includes demolition, new construction, restoration/renovation/remodel, MEP systems integration, utility requirements, petroleum fuel systems, civil/site work. Proven ability to effectively advance construction projects from concept to final product on time and within budget.

CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION

Date: 1-19-22

Name Kaiden Sparlock Phone (hm) _____

E-mail address kaidensparlock@gmail.com Phone (wk/cell) 853-605-4104

Address 6433 Rosasco St Milton FL 32570 City Ward Just out side of Ward 4

Education Bachelor of Arts Business Management, Master of Business Administration

Work Experience: Residential Maintenance including historic building, Natural Resource Management including Rivers and wetland systems

Community Service Service to my church

Awards _____

Hobbies, Travel, etc Wood working, travel-including historic downtowns, historic buildings and historic sights to learn and educate myself

Other comments that would be helpful in determining appropriate appointment _____

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ Milton Housing Authority

☐ Milton Planning Board

☐ Historic Preservation Board

☒ Community Development Advisory Board

☐ Civil Service Board

☐ General Employees Pension Board

☐ Board of Adjustments

☐ Firefighters Pension Board

☐ Police Pension Board

KAIDEN SPURLOCK

6433 Rosasco St Milton FL, 32570
kaidenspurlock@gmail.com • (863) 605-4104

CAREER HISTORY

EST/WEST Supervisor

February 2018 to present

The Longleaf Alliance

Establish schedule for both crew

Communicate with partners

Participate and lead crews on prescribed fires

Purchase, manage, and maintain equipment and vehicles

Building and maintaining partnerships

Working with threatened and endangered species

Crew Forman

September 2017 – December 2-2017

AKA Tree Removal, Buford GA

Prep Truck for day

Interface with Customers

Operate skid steer

Fix small problems with equipment

Maintain chain saws

NW Georgia Burn Crew Manager

January 1- through-31 2018

January 2017 – June 2017

The Nature Conservancy, Rome GA and Baxley GA

Project planning, implementation, and completion of assigned tasks

Research and built a UTV fire unit

Maintaining all equipment assigned to NW Georgia area

Building and maintaining partnerships

January 2018 non-compete re-higher

40+ hours worked a week

Carpenter

May 2015 – July 2016

T.W. Frierson Commercial Construction, Nashville TN

Assist with general day-to-day operation of the work site

Reading and understanding blueprints

Shooting Grade with eye level and laser level

Rough and finished carpentry

Operated skid steer, small excavator, lull (4x4 forklift), backhoe, scissor lift and boom lift

40 hours worked a week, sometimes more

Day-Of Coordinator

January 2015 – May 2016

Cactus Creek Barn – A Wedding and Event Venue, Dickson TN

Day-Of events implementation

Planning, brainstorming, and set up

Intrapersonal skills and interpersonal skills, conflict resolution, problem solving, and critical thinking

Photo assistant

12 to 36 hours a weekend

Computer Technician

December 2014 – April 2015

Click Effects, Nashville TN

Warehouse management and computer assembly

40 hours a week

Continued on next page

Preserve Steward and Wild Land Firefighter

March 2011 – November 2014

The Nature Conservancy, Poinciana FL

Manage and maintain all light and heavy equipment on Tiger Creek, The Disney Wilderness, and Hatch Ranch preserves

Assisted with several scientific projects (USGS seismic well, and Carbon flux monitoring)

Assist with on site and off site prescribed fires and wild fires around central Florida

Coordinate task completion among volunteer work groups

Manage two AmeriCorps NCCC teams, including application for the teams

Certified wildland firefighter type 1 arduous level

Feral hog management (Concept, planning, and implementation)

Working with threatened and endangered species

Maintained all fire equipment, and fire cache for preserve

40+ hours a week

Journeyman Work Lead

September 2007- March 2011

Spurlock Maintenance Inc., Frostproof FL

Sales and job bids

Organize work plans for client sites and oversee job to completion

Perform all aspects of building maintenance including, but not limited to, operation of light and heavy excavating equipment, power tools, and MS office

Handle sensitive customer service situations

Conflict resolution and Critical thinking

40 hours a week

Team Manager

April 2003 – May 2005

Lake Wales Care Center, Lake Wales FL

August 2005 – September 2007

Responsibilities included leading teams of up to 10 people on a daily basis and up to 35 on a monthly basis

Assisting in facilities maintenance

Maintaining shop equipment

SKILLS

Forestry practices

Invasive species removal
(manual and herbicide)

Experienced feller

NWCG FFT 1

Experience in building and
maintaining partnerships

Vehicle maintenance

Small engine repair

Portable pump setup

Progressive hose lay setup

Ignition techniques

Familiar with ARCGIS

Familiar with ARCPAD

Experienced off road drive

Feral hog management

Concept, implementation,
and managing projects

Critical thinking

Conflict resolution

Certified UTV and ATV
operator

Intrapersonal skills

Interpersonal skills

Problem solving

Reading and understanding

Blue prints

Concrete finishing/forming

Framing

Finishing and trim carpentry

Painting

Plumbing

Pressure washing

Fence building

Irrigation

Welding steel/aluminum

Metal fabrication

Microsoft Office competent

Gardening

Manual transmission
competent

Backhoe operator

Small bulldozer operator

Skid steer operator

Small excavator operator

Lull (4x4 boom forklift)

Scissor lift

Boom lift

670 Motor grader

Tractor operator

5Ton and duce and a half
operator

Experience being in and
around helicopters and
fixed winged aircraft

Continued on next page

VOLUNTEER ACTIVITIES

Wildland Fire Fighter Volunteer

2001-2011

*The Nature Conservancy
Florida Forest Service*

Stage Manager

2006-2009

Lake Wales Little Theater

Organize and direct backstage operations including, but not limited to, managing assistants and directing up to 55 children in the preparation and presentation of several plays.

EDUCATION

Master of Business Administration

2013

Warner University

Bachelor of Arts, Business Management

2009

Warner University

* Developed and implemented strategic business plan for recycling on Warner University Campus.

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Date: 01/05/2022

Name Gregory "Cole" Brunner Phone (hm) _____

E-mail address Gcbrunner@ft.newyorklife.com Phone (wk/cell) (850) 516-6230

Address 6075 Sunnyridge Rd City Ward _____

Education 2-15 Life and Health Insurance License

Work Experience: Agent/Financial Planner with New York Life

Community Service YAC youth soccer coach

Awards _____

Hobbies, Travel, etc Spending time in community with my family and neighbors

Other comments that would be helpful in determining appropriate appointment _____

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ **Milton Housing Authority**

☐ **Milton Planning Board**

☐ **Historic Preservation Board**

☒ **Community Development Advisory Board**

☐ **Civil Service Board**

☐ **General Employees Pension Board**

☐ **Board of Adjustments**

☐ **Firefighters Pension Board**

☐ **Police Pension Board**



Cole Brunner

6075 Sunnyridge Dr Milton, FL 32570
T: (850) 516-6230 E: GCBRUNNER86@GMAIL.COM

Objective To obtain a position enabling me to utilize my strong communication and leadership skills that offers growth and advancement opportunities.

Experience New York Life-Agent December 2020-Today
Pensacola FL

Financial planning for families, and individuals on a personal and professional level. Handling accounts, file claims, customer service, schedule client appointments, sales of policies to businesses and its employees, business networking, and review policies for clients.

Aflac-Benefits Advisor April 2018-December 2020
Pensacola FL

Handling accounts, file claims, customer service, schedule client appointments, sales of policies to businesses and its employees, business networking, and review policies for clients.

Martial Arts America-Manager
Pace FL

June 2006-March 2021

Budget planning, financial projections, handling accounts, customer service, scheduling and planning events, scheduling employee hours, managing employees, ordering merchandize, organizing inventory, sales, business networking, and marketing.

Education University Of West Florida January 2012-May 2017
3rd year student working on a B.A. in business

Volunteer American Cancer Society 2007-2013

Team Captain for 6 years, Entertainment & Activity Chair for 3 years

Santa Rosa County Back to School Bash 2014

Planned event with 40 vendors in participation and over 4,000 people in attendance

Certifications 2-15 Life & Health Insurance License, First aid/ CPR Certified

Skills People person, works well under pressure, can organize events, able to meet deadlines,
Can prioritize and complete tasks in a timely manner

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Date: January 6, 2022

Name Brandi Lee Bates Phone (hm) _____

E-mail address brandileebates@gmail.com Phone (wk/cell) 850-291-5911

Address 5242B Willing St. (and soon 6850 Quinn Bayou Dr.) City Ward 1, soon barely 4

Education BA in creative writing from Eckerd College

Work Experience: See attached resume. Currently the public information and community/
outreach officer for Santa Rosa County District Schools, soon to be with Matrix Design Group

Community Service I have served on deployments helping Florida communities recover
from hurricanes from one end of the state to the other, volunteer photographer for regattas

Awards Florida Public Relations Association/Pensacola Communicator of the Year 2019

Hobbies, Travel, etc I love traveling to historic southern towns - most recently St. Augustine,
Savannah, Charleston and Ocean Springs. I love paddleboarding, sailing and boating in general.

Other comments that would be helpful in determining appropriate appointment I have had
experience in local county government and my father's family came from Jay and Milton.

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ Milton Housing Authority

☐ Milton Planning Board

☐ Historic Preservation Board

☒ Community Development Advisory Board

☐ Civil Service Board

☐ General Employees Pension Board

☐ Board of Adjustments

☐ Firefighters Pension Board

☐ Police Pension Board

Brandi Bates

Public Information Officer



Experienced public information officer with a demonstrated experience in government administration as well as the non-profit and private sector. Highly skilled in social media, crisis communications, web content management, corporate communications, media relations, marketing, public relations, public involvement, videography, graphics and photography.

PUBLIC INFORMATION OFFICER

Santa Rosa County Board of County Commissioners, 2016 to present

- Promote county programs, policies and initiatives to residents, staff, volunteers, organizations and media using 20 social media accounts (Facebook, Instagram, Twitter, NextDoor, YouTube, LinkedIn), news distribution lists and website
- Oversee media relations, crisis communications (24/7/365), marketing campaigns, coordination of town hall meetings, audio/video production, feedback surveys, content for web sites, newsletters, news releases, brochures and reports
- Strengthen communications with community through our emergency alert system, social media platforms and news release subscribers, encouraging feedback and increasing citizen engagement
- Build trust with the local media (resulting in regular broadcast opportunities)
- Instill loyalty and increase respect between county departments through more frequent internal communication, recognition of accomplishments, and implementation of employee fund raising activities and friendly competitions
- Serve as PIO on the region's All Hazards Incident Management Team during deployments for hurricane response - five separate missions in the past two years
- Graduated from FEMA's Master Public Information Officer Program as one of only 65 MPIOs in the United States.
- Recognized as the Florida Public Relations Association - Pensacola Chapter's Communicator of the Year for 2019.

PUBLIC INVOLVEMENT COORDINATOR III

Emerald Coast Regional Council, 2014 to 2016

- Developed creative community outreach strategies to encourage public participation in all aspects of planning for a seven-county region
- Put a "face" to the RPC and strengthened its relationship in the community
- Implemented all marketing, media relations and public information projects
- Coordinated public speaking opportunities to provide educational information to residents and local governments with a focus on reaching the underserved
- Wrote content for website, social media, newsletters, news releases and brochures
- Sought and organized events to promote the RPC and its community programs

MARKETING DIRECTOR

The Arc Gateway, Inc., 2012 to 2014

- Developed strong relations with the community, members, the foundation and the media through social media, news releases and newsletters
- Promoted services, events and opportunities for giving and sponsorship
- Identified and coordinated public speaking opportunities and presentations
- Overhauled all communication pieces and oversaw rebranding
- Recruited volunteers for staff assistance, fund raising events and special projects
- Researched grant opportunities and assisted with grant writing

SENIOR ACCOUNT DIRECTOR

idgroup consulting + creative, 2010 to 2012

- Served as a liaison between clients and creative team
- Crafted news and feature articles, news releases and promotional campaigns
- Oversaw advertising budgets and media placements
- Developed highly successful paid social media marketing campaigns

PUBLIC INFORMATION COORDINATOR

Escambia County Public Information, 2008 to 2010

- Oversaw a complete rebranding of all marketing components
- Developed the county's first social media sites
- Coordinated web site content with a team of more than 20 contributors
- Handled crisis communications 24/7/365 (fires, oil spills, hurricanes)
- Created news releases, campaigns, newsletters, viewpoints and speeches
- Conducted media interviews and regular radio shows

ACCOUNT MANAGER

E. W. Bullock Associates Marketing and Communication, 1990 to 2008

- Developed over 100 web sites (small to large) for clients throughout the region
- Promoted large scale events including the former Blue Angels Golf Classic
- Public relations, client management, copywriting, presentations, graphic design
- Served as a founding board member and marketing chair for BRACE

EDUCATION

Bachelor of Arts in Creative Writing: Eckerd College, St. Petersburg, Florida
Recent Training: FEMA Master PIO Program (see page three for all training)

SOFTWARE SKILLS (MAC AND PC)

Civic Plus, WordPress, Wix, MailChimp, Constant Contact, Canva, SurveyMonkey, iMovie, Creative Cloud (Photoshop, InDesign, Illustrator), Prezi and Microsoft Office

ORGANIZATIONS

Northwest Florida All Hazards Incident Management Team, Leadership Santa Rosa, National Information Officers Association, National Association of Government Communicators, Florida Public Relations Association, Be Ready Alliance (BRACE)

FEMA TRAININGS

AWR-160-W WMD – Terrorism Awareness for Emergency Responders
E0388 – Advanced PIO Training
E0389 – Master PIO Program
G141 – Instructional Presentation and Evaluation Skills
G290 – Basic Public Information Officer (PIO) Training
G291 – Joint Information System
I400 Advanced ICS – ICS for Command and General Staff, Complex Incidents
IS029 – Public Information Officer Awareness
IS042 – Social Media in Emergency Management
IS100c – Introduction to Incident Command System
IS200c – Basic Incident Command System for Initial Response
IS242b – Effective Communication
IS247a – Integrated Public Alert and Warning System (IPAWS)
IS250a – Emergency Support Function 15 (ESF 15) External Affairs
IS700b – An Introduction to the National Incident Management System
IS701a – NIMS Multiagency Coordination System (MACS)
IS702a – NIMS Public Information Systems
IS703a – NIMS Resource Management
IS800c – National Response Framework, An Introduction
IS907 – Active Shooter, What You Can Do
IS909: Community Preparedness: Implementing Simple Activities for Everyone
L449 – ICS Curricula Train the Trainer
Level 4 CJIS Security Training
WMD Terrorism Awareness for Emergency Responders

PUBLICATIONS/PRESENTATIONS

WEBINAR - How to Handle Trolls on Your Social Media Platforms

American Association of Community Colleges (Feb. 2021)

WEBINAR - Trolls and Their Toll on YOU

Argonne National Laboratory PAST Fusion Cell (Aug. 2020)

WEBINAR - Trolls and Their Toll

FEMA's Master PIO 2020-21 Class (Oct. 2020)

WEBINAR - Social Media Spotlight - Pushing the Positives on Social Media

Argonne National Laboratory (Apr. 2020)

WEBINAR - Trolls and Their Toll on Social Media Communicators

ArchiveSocial (May 2020)

BLOG - Why Do Trolls Troll?

National Association of Government Communicators (Nov. 2019)

ARTICLE - Beware of the Trolls

National Information Officers Association (Nov. 2019)

PODCAST - Online Trolls and How to Handle Them

Argonne National Laboratory PAST Fusion Cell (Nov. 2019)

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Date: February 18, 2021

Name Sean T. McCool Phone (hm) 850-292-8193

E-mail address stmccool@gmail.com Phone (wk/cell) 850-564-0034

Address 7650 Christie Street, Milton, FL 32583 City Ward ^{Business Owner}
In Ward 1

Education BS Computer Science

Work Experience: US Government Civil Service 18 years, Business owner 4 years

Community Service _____

Awards _____

Hobbies, Travel, etc Brewing, computers, models

Other comments that would be helpful in determining appropriate appointment Life time
resident of the Milton area, wanting to do my part to grow and enhance it.

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ Milton Housing Authority

☐ Milton Planning Board

☐ Historic Preservation Board

☒ ~~Riverfront Redevelopment Team~~ **CDAB**

☐ Civil Service Board

☐ Milton Benevolent Cemetery Board

☐ Board of Adjustments

☐ General Employees Pension Board

☐ Police Pension Board

☐ Firefighters Pension Board

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Date: 1.5.2022

Name Jasline Franklin Phone (hm) 850-740-9105

E-mail address jasline.k@hotmail.com Phone (wk/cell) 859 351 3482

Address 5872 Old Plantation Court City Ward 4

Education (FAMU) Master of Science Health Administration / (UF) Bachelor of Science Business

Work Experience: US Dept. of Veterans Affairs, University of Phoenix

Cohen Innovations, LLC; Blackwater Treats, Stewart Square

Community Service City of Milton Community Garden (founder);

Magnolia Bend (HOA); Civil Service Board; (see resume)

Awards NATHSE Chapter of the Year; FAMU School Allied Health Mentor

Hobbies, Travel, etc. Gardening, historical land visitations, homeschooling,

travel to all 50 states; city council; bow making; acrobacy, pregnancy/early

business plan creation / updates small business

Other comments that would be helpful in determining appropriate appointment I own 2 local businesses in the city.

I was a family planner for 7 years. I thought facility design and
I created VHA 2000-2012 strategic function for 3 years. I have a master
Please attach a brief resume. Plans for entire system. Certification in Project

Please check the Boards that you are interested in.

☐ Milton Housing Authority

☐ Milton Planning Board

☐ Historic Preservation Board

☒ Community Development Advisory Board

☐ Civil Service Board

☐ General Employees Pension Board

☐ Board of Adjustments

☐ Firefighters Pension Board

☐ Police Pension Board

Jasline M. Franklin, MSHA

5872 Old Plantation Court
Milton, FL 32570

Cell: (859) 351 - 3482
Jaslinek@hotmail.com

Education/Training

Master of Science in Health Care Administration

Florida Agriculture and Mechanical University, Tallahassee, FL - August 2006

Bachelor of Art Degree in Business Administration

University of Florida, Gainesville, FL - December 2003

Master's Certificate in Project Management

The George Washington University, Washington D.C. - July 2012

Career Profile

I am a Senior Health Administrator with 19 years' experience in the areas of operations clinical and administrative. I am proficient in the following areas: process improvement, project management, budget management, contract management, training, strategic and succession planning, human resources, performance management, policy, and customer service. I develop new services and joint ventures with government agencies and community merchants. I am an expert in contract management and government policy. I author, edit and publish government directives and policy. I am an advocate, liaison, and steward of taxpayer dollars for multi-million-dollar contracts that provide medical equipment and services. I create, manage, and monitor the community vendor performance and contract compliance. I have an impressive record in cost containment through inventory management, reorganization, new contracts, and increased productivity. I am skilled and sought after to set and implement corporate short- and long-term goals. I am highly detailed, driven, adaptable, analytical and team oriented. I have sound knowledge and experience in government processes. I am successful in establishing and cultivating positive relationships. I have assisted both state and federal government agencies in optimizing costs through development of alternate sources.

City and Civic Contributions:

Civil Service Board Member

City of Milton Community Garden (Founder)

President of Magnolia Bend Phase 1 HOA

Street Lighting

Park Equipment Repairs

Road Maintenance

Ordinance and Policy Input

National Association of Health Service Executives (NAHSE):

- 1) Founding member of 1st Federal Government and Virtual Chapter – Veterans Affairs
- 2) Established scholarship, authored criteria, and raised funds
- 3) Established, coordinated, and lead the VA Chapter annual Community Service project and monetary contribution to VA Medical Center,

Mentoring - Florida Agriculture and Mechanical University (FAMU) School of Allied Health: Created and establish internship criteria program for 1st Historically Black College partnership with Tallahassee VA Medical Clinic

Fayetteville, NC Community Leadership Program

Volunteer: Food and Clothing Drive – Mt. Pilgrim Baptist Church; Community Clean Up Day(s) – Magnolia Bend; Voter Registration

Work Experience

Department of Veterans Affairs, VA Capitol Network (VISN 5)

Durable Medical Equipment and Prosthetics Regional Service Manager

(July 2016 – Present)

Responsible for providing clinical and administrative guidance, instruction and leadership in the operations and management of the Durable Medical Equipment and Prosthetics programs at six (6) Medical Center and outpatient clinics. Develop, monitor, and analyze the annual budget formulation and execution process for \$131M. Evaluate financial trends and determine compliance with agency guidance.

Jasline M. Franklin, MSHA

5872 Old Plantation Court
Milton, FL 32570

Cell: (859) 351 - 3482
Jaslinek@hotmail.com

Responsible for overseeing and coordinating all policy and guidance in compliance with Veterans Health Administration (VHA) and VA guidelines. Interpret and implement procedures and policy directives at all levels of the organization. Research, develop, and coordinate contracts. Estimate, execute and create budgetary controls. Apply and interpret laws. I evaluate trending market needs, create market analysis, create, and author work statements for contracts, review offers, make selections and monitor contract performance for million-dollar community vendors to provide durable medical equipment to Veterans.

Department of Veterans Affairs, VA Capitol Network (VISN 5)

Health System Specialist (Executive Assistant) to the Deputy Network Director

(February 2013 – July 2016)

Responsible for program oversight to include coordination, administrative operations, budget analysis/forecast, analytical evaluation, and interpreting local and national requirements for: Human Resources, Logistics, Safety, Capital Asset Management, Privacy, Prosthetics & Sensory Aids, Business Office, Financial Quality Assurance Management, Compliance Business Integrity, Nutrient and Food, Voluntary, Contracting and Information & Technology. Office budget management \$71M – plan, develop and prepare budget estimates; prepared and submitted budget request. Monitor and analysis monthly facility spend plans; Analyze costs to develop cost containment initiatives; Estimate, execute and create budgetary controls to eliminate budget shortage/ overage; Reconciled and coordinate budget in accordance with fiscal account regulations for excess identification and needs assessment. Fund Control Approving Official. Plan, schedule, review and analyze workload. Apply and interpret laws. Review and implement new directives, programs, and policies. Provide employee training and education. Representative for public relations activities. Receive, coordinate, fact find, proofread, and respond to Congressional and Veterans Administration Central Office inquires/action items. Prepare reports and program updates to senior management. Designed, compiled, analyzed, and implemented program specific dashboards. Office Facility Planner: Developed, planned, coordinate and executed the office consolidation: Move Plan, Lease Negotiation, Contract Management. Reviewed, analyzed, and consolidated medical center contracts to reduce cost for all programs. Serve as Contracting Officer Representative (COR) for all office contracts; Provide advice and guidance to customers and senior management on the contracting processes; provide guidance in preparing statements of work, item specifications, performance-based work statements, quality assurance surveillance plans, acquisition plans, Independent Government Cost Estimates, and trend analysis for a wide variety of healthcare, administrative, and technical support services.

Department of Veterans Affairs, VA Capitol Network (VISN 5)

Health System Specialist (Executive Assistant) to the Network Director

(December 2014 – March 2015)

Serve as member of the executive management team in areas pertaining to field and office operations. Provide leadership, oversight and assistance in policy development and managerial decision making to include, but not limited to Prosthetics & Sensory Aids, Voluntary Service, Nutrition and Food, Human Resources and Fiscal. Assist with planning, organizing, developing, and implementing programs/projects medical center wide to include outpatient clinics. Congressional Liaison and VISN Customer Service Liaison. Chief Correspondence Coordinator (Medical Center, VA Central Office, other government agency officials, Congressional Offices, Veterans Service Organizations, private sector health care providers, vendors, and others) involved at all levels of correspondence preparation, review, editing and communication to internal and external agencies: Congressional, Central Office, VISN Office, and Medical Centers. Human Resources Management: Assist Network Director with complex, highly sensitive and confidential staffing issues, classification, pay, recruitment, benefits, training, employee relations, and labor relations. Directly plan, coordinate and implement recommendations and decisions that affect the expansion, curtailing, reallocation and reprogramming of funds, reorganization of services, prioritization of projects and programs to include, but not limited to Prosthetics & Sensory Aids, Voluntary Service, Nutrition and Food, Human Resources, and Fiscal. Identify and analyze atypical situations and advise top management including Medical Center Director, Network Director, and VA Central Office staff.

Jasline M. Franklin, MSHA

5872 Old Plantation Court
Milton, FL 32570

Cell: (859) 351 - 3482
Jaslinek@hotmail.com

Department of Veterans Affairs, Washington DC VA Medical Center (VISN 5)

Acting Assistant Medical Center Director

(June 2014 – August 2014)

The Washington DC VA Medical Center offers tertiary care in a Complexity Level 1A hospital. The facility provides comprehensive primary and specialty care in medicine, surgery, neurology, and psychiatry. The Medical Center has 175 acute care beds, 30 Psychosocial Residential Rehabilitation Treatment beds, and a 20-suite Fisher House. The Medical Center is home to an adjacent 120-bed Community Living Center which provides Veterans with geriatric long-term care, hospice, and palliative care. Direct Oversight/Supervision for Prosthetics & Sensory Aids Service, Chaplin Service, Voluntary Service, Canteen Service, Nutrition and Food Service, Patient Advocate Office, Office of Patient Centered Care. Coordinated with Medical Center Executive Leadership to resolve internal issues that cut across organizational lines to include staffing, labor relations and budget allocation. Represented the Director in contacts with VA officials, Veteran Service Organizations, and officials from various other agencies.

University of Phoenix – Nashville

Adjunct Professor – Health Care Management Program

(July 2010 – February 2013)

Affiliations

- Member 2014 - 2016 American College Health Executives (ACHE)
- Member, President 2015 - 2017 National Association of Health Services Executives (NAHSE)
 - President Elect 2013 - 2015
 - Treasurer 2010 - 2013
 - Secretary 2007 - 2009

References upon request

CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION

Date: 11-17-21

Name Cassandra Sharp Phone (hm) _____

E-mail address mainstreetcafe02@gmail.com Phone (wk/cell) 850-723-4726

Address 3109 Waterview Dr. City Ward one (Prop.)

Education Real Estate, Bus / RE. Law, Held several Licenses and
Work Experience: Real Estate, Investment / Property certifications
Development + management, Historic Preservation, Adaptive Reuse,
Construction, Restaurant + Retail Business, Owner.
Community Service 17 yrs of community service, Milton
organizations: Santa Rosa Hist. Society, Main Street Milton,
Santa Rosa Arts + Culture Foundation.
Awards Active in Local Govt.

Several awards for adaptive reuse, hist. preservation, bus. awards
Hobbies, Travel, etc community service, cooking, and food service,
entertaining, gardening, I have traveled in the US and abroad

Other comments that would be helpful in determining appropriate appointment I believe in strong
community values, preservation of history + places, a vibrant
downtown with people, economic opportunities and equality
Please attach a brief resume. for everyone. My dedication is proven with
and my diverse business development + recruitment.

Please check the Boards that you are interested in. my investments in the hist. dist
and my diverse business development + recruitment.

☐ Milton Housing Authority	☐ Milton Planning Board
#1 ☒ <u>Historic Preservation Board</u>	#2 ☒ <u>Riverfront Redevelopment Team</u> CR4/D13
☐ Civil Service Board	☐ Milton Benevolent Cemetery Board
☐ Board of Adjustments	☐ General Employees Pension Board
☐ Police Pension Board	☐ Firefighters Pension Board

Csharp@pb@gmail.com

CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION

Date: 1-19

Name MICHAEL JOHNSON Phone (hm) 850-293-5349

E-mail address MICHAEL Phone (wk/cell) _____

Address _____ City Ward _____

Education BS BUILDING CONSTRUCTION UNIVERSITY OF

Work Experience: CONTRACT BUILDING BS/LOUISIANNE

Community Service PRES. BAGDAD VILLAGE PRESERVATION ASS.

SERVICE ON SRC ARCHITECTURAL BOARD

Awards WINNER PRIZE OF HOMES PENSACOLA

RESTORED 10 HISTORIC HOMES IN BAGDAD ON

~~Hobbies, Travel, etc~~ NATIONAL REGISTRY

Other comments that would be helpful in determining appropriate appointment _____

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ Milton Housing Authority

☐ Milton Planning Board

☐ Historic Preservation Board

☒ Community Development Advisory Board

☐ Civil Service Board

☐ General Employees Pension Board

☐ Board of Adjustments

☐ Firefighters Pension Board

☐ Police Pension Board

CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION

Date: 1/13/22

Name Deb Becker Phone (hm) _____

E-mail address boomrangpizza@gmail.com Phone (wk/cell) 850-960-0686 cell

Address 4955 Henry St City Ward 1

Education BS ISU college graduate

Work Experience: Business Owner / Marketing

Community Service Festival, BRT

Awards _____

Hobbies, Travel, etc Tennis, Golf Lot of travel!

Other comments that would be helpful in determining appropriate appointment _____

Please attach a brief resume.

Please check the Boards that you are interested in.

☐ Milton Housing Authority

☐ Milton Planning Board

☐ Historic Preservation Board

☒ Community Development Advisory Board

☐ Civil Service Board

☐ General Employees Pension Board

☐ Board of Adjustments

☐ Firefighters Pension Board

☐ Police Pension Board

CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION

Name Laura Spencer Date: _____
Phone (hm) _____

E-mail address Coleman Phone (wk/cell) _____ Ward I

Address _____ City Ward I

Education See attached.

Work Experience: _____

Community Service _____

Awards _____

Hobbies, Travel, etc _____

Other comments that would be helpful in determining appropriate appointment _____

Please attach a brief resume.

Please check the Boards that you are interested in.

___ Milton Housing Authority

___ Milton Planning Board

___ Historic Preservation Board

☒ Community Development Advisory Board

___ Civil Service Board

___ General Employees Pension Board

___ Board of Adjustments

___ Firefighters Pension Board

___ Police Pension Board

**CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION**

Name: Laura Spencer Coleman

Date: February 3, 2021

Cell ph: (850) 490-9406

Work ph: (850) 626-8520

Email: lsc@lauraspencercoleman.com

Address: 5228 Elmira Street
Milton, Florida 32570

Education: Milton High School Diploma
Florida State University, Bachelor of Science
Cumberland School of Law, Juris Doctorate

Work Experience: I have been engaged in the practice of law since 2001. I purchased property within the City of Milton in 2003, and have maintained my law practice in that location since then. My practice is dedicated almost exclusively to family law. Prior to enrollment in law school I was employed by the State of Florida as a Probation Officer.

Community Service: I serve on the Riverfront Redevelopment Team, I am an active member of First Baptist Church in Milton, and have served in various capacities within the church. I have sponsored multiple youth sports teams.

Awards: I have received a Pro Bono Service Award, I am certified to engage in collaborative negotiations, and I have received recognition in multiple legal venues.

Hobbies, Travel, etc: I love to travel, and have been blessed with the opportunity to travel to Europe, Canada, Australia, Hawaii, and many places within the continental United States. I do not have much time for hobbies as I have spent the last twenty years simultaneously running my law practice and raising four children with my husband, Steve.

Other comments that would be helpful in determining appropriate appointment: I am a lifelong resident of Santa Rosa County. I grew up in a home located on Canal Street which was built by my great grandfather, and now I practice law in a home which was also built by my great grandfather, and is situated three houses down the street from the home I grew up in. I lived in Pace for a number of years and I am now in the early stages of building a home on property in Milton which has been owned by my

family for almost 100 years. My family has a multigenerational history in Milton and is responsible for much of the early development of my hometown.

Please attach a resume: I do not have a resume at the present time. As I have been self employed for twenty years, I've not maintained one.

Please check the Boards that you are interested in: I am interested in the Historic Preservation Board primarily, and the Planning Board secondarily. I do presently serve on the Riverfront Redevelopment Team.

ORDINANCE NO.

AN ORDINANCE AMENDING CODE OF ORDINANCES PART III UNIFIED DEVELOPMENT CODE, ARTICLE III CODE ADMINISTRATION AND ENFORCEMENT, SECTION 3.2, SUBPARAGRAPH F, REPEALING THE COMMUNITY DEVELOPMENT ADVISORY BOARD, AND CREATING THE COMMUNITY IMPROVEMENT BOARD.

WHEREAS, the City Council has determined that citizen input on the decisions of its community redevelopment agency is vital to the success of its community redevelopment agencies; and

WHEREAS, the City Council currently only receives such input from the Community Development Advisory Board;

WHEREAS, the City Council wishes to expand the scope of citizen advisory functions related to its three community redevelopment agencies;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA PROPOSES THE FOLLOWING AMENDMENTS TO ITS CODE OF ORDINANCES RELATED TO THE COMMUNITY DEVELOPMENT ADVISORY BOARD AND THE CREATION OF THE COMMUNITY IMPROVEMENT BOARD:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA;

Section 1: That Part III Unified Development Code, Article III Code Administration And Enforcement, Section 3.2, Subparagraph F of the Code of Ordinances of the City of Milton, is hereby amended as follows:

F. Community Improvement Board.

(1) The Community Improvement Board (CIB) provides recommendations to the City's Community Redevelopment Agencies and City Council on matters pertaining to economic development investments and activities primarily in the lands along the riverfront. Its primary responsibility is to review and evaluate all funding requests and development proposals. Nothing however prohibits their ability to evaluate other community and economic development activities in other areas if requested by Council. Further, the CIB shall evaluate pertinent projects to determine the potential impacts on the community's character and unique history.

(2) Duties.

- a. The Board shall act in an advisory capacity to the City Council in matters related to economic development and business activities in development and periodic updates of the city's economic development strategic plan. Perform other duties as requested by the City Council or as considered advisable by the Committee and approved by the City Council. Act in an advisory capacity to the City Council in matters related to economic development and business activities in development and periodic updates of the city's comprehensive plan.

- b. Make recommendations on ordinances, policies, short-term action plans, and resources allocated to business and economic development activities and programs of the city as requested by the City Council.
- c. Have such other advisory duties granted by the City Council consistent with the business and economic development needs of the city. Identify actions to promote the economic health of the business community while preserving our unique characteristics as a welcoming riverfront community
- d. Promote the hospitality and tourism industry in Milton; and fostering businesses that serve and enjoy the loyalty of the Milton community.
- e. Identify programs, policies, and activities that can help the business community recover from any economic downturn.
- f. Pursue new and diversified businesses leveraging our expertise, including the use of a special zones, to address issues of concern.

(3) *Membership.* The board consists of 7 members. The members shall serve 2-year terms at the pleasure of City Council and without compensation. If any member fails to attend, without cause, 50% of all meetings held during any calendar year from the date of appointment by City Council, the member's seat shall be declared vacant. The members shall be composed of individuals reflecting experience or interest in the following fields of expertise:

- a. Financial services (banking, investment, and insurance).
- b. Technology and communications.
- c. Professional services (lawyers, engineers, scientific, and architects).
- d. Arts, culture, and recreation.
- e. Construction and real estate.
- f. Tourism to include Eco-tourism and lodging.
- g. Marketing and public relations.
- h. Historic Preservation.
- i. Small business and retail centers.

(4) *Qualifications.* No more than three members from any area of expertise shall be appointed and serve on the board at one time. Members must reside or engage in commercial activity within the city limits of the City of Milton.

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 of 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 8th day of March, 2022.

CITY OF MILTON, FLORIDA

BY: _____
MAYOR

ATTEST:

CITY CLERK: _____

First Reading: _____

Second Reading: _____

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

Attorney



Agenda Item # 2022-104

Cemetery Ordinance

MEETING DATE

January 31, 2022

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

The cemetery board resigned, leaving the ordinance for review of changes.

SUMMARY

The current ordinance directs the board. Because the board resigned, the new ordinance needs to direct the Cemetery Manager and City Manager. The attached ordinance is a draft and there will be staff recommended changes before the Executive Meeting.

RECOMMENDATION

Staff recommends moving this item to the Executive Committee where further updates may be presented.

ATTACHMENTS

1. Proposed Cemetery Ordinance
2. Cemetery Rules

- **Chapter 16 - CEMETERIES^[1]**

Footnotes:

--- (1) ---

State Law reference— Florida Funeral and Cemetery Services Act, F.S. ch. 497.

- **ARTICLE I. - IN GENERAL**

- **Secs. 16-1—16-30. - Reserved.**

- **ARTICLE II. - MILTON BENEVOLENT CEMETERY**

- **Sec. 16-31. - Penalty.**

Anyone violating the cemetery regulations and city restrictions covering the use of the cemetery, upon conviction, shall be punished by fine, imprisonment, or both, as provided by law.

(Ord. No. 1087, § 8, 3-12-2002)

- **Sec. 16-32. - Owned by city.**

Ownership of the city cemetery, named "Milton Benevolent Cemetery," is vested solely in the city.

(Ord. No. 1087, § 1, 3-12-2002)

- **~~Sec. 16-33. -- Board of trustees; composition; term; funding.~~**

~~(a) — There is hereby established and constituted a Milton Benevolent Cemetery Board of Trustees, referred to as the "board."~~

~~(b) — The board shall consist of ten persons who shall be appointed by the mayor, with the approval of the city council. The board members will have term limits of one, two, and three years, as determined by the original nine members, in order to stagger subsequent terms and preserve continuity of board member experience. Subsequently, each board member shall be appointed to serve a term of three~~

~~years, effective from January 1 of the first year through December 31 of the third year.~~

- ~~(c) — When a vacancy occurs on the board, the mayor, with approval of the city council, shall appoint the new member, including any vacancy that occurs in a midterm.~~
- ~~(d) — The board shall hold general and special meetings at the city hall or such other location as might be designated and at such times as it shall deem necessary.~~
- ~~(e) — The board shall select the chair from the ten members of the board, to serve at the pleasure of the board.~~
- ~~(f) — The city clerk shall serve as secretary to the board. The city clerk shall not be a member of the board. The secretary shall keep a record of the board's proceedings in the city clerk's office at the city hall.~~
- ~~(g) — The board shall select a treasurer, who shall prepare an annual budget to be adopted by the board. The treasurer shall receive, hold and disburse all funds in accordance with board approval. The treasurer shall prepare an annual accounting which will be furnished to the board and the city council. Funds released from the cemetery trust fund by the city for cemetery purposes shall be disbursed to the board at least quarterly.~~

(Ord. No. 1087, § 2, 3-12-2002; Ord. No. [1416-14](#), §§ I, II, 10-14-2014)

• **Sec. 16-34. - Control and management.**

- ~~(a)~~ The cemetery shall be under the supervision of the ~~board of trustees to:~~ Cemetery Manager, ~~who answers to the~~ City Manager, and the Public Works Director ~~with our City Clerk serving as secretary and trustee.~~
 - (1) Maintain and enhance the landscaping and appearance of the cemetery;
 - (2) Coordinate burial ceremonies and monument settings;
 - ~~(3) — Coordinate the opening and closing of grave sites;~~
 - (3) Meet the needs of clients and potential clients; and
 - (4) Coordinate records management with the city clerk.
- (b) The ~~designee of the board of trustees~~ Cemetery Manager shall demand and examine burial permits and may refuse burial until such permit ~~and papers shall~~ complies with cemetery policies and city restrictions. The ~~board~~ Cemetery Manager shall hold sole and exclusive rights in person or through competent employees to perform all duties required for the operation and proper maintenance of the cemetery under the authority of the city manager and city council.

- (c) The board Cemetery Manager shall have the responsibility of determining developing the rules and policies relating to the operation and maintenance of the cemetery, as approved by the city council. The cemetery policies statement will be filed in the city clerk's office and be available are available upon request from the members of the board Cemetery Manager. The board Cemetery Manager shall make recommendations for the upkeep and maintenance of the cemetery to the city council at deemed necessary to carry out its responsibilities to operate and maintain the cemetery.

(Ord. No. 1087, § 3, 3-12-2002)

• **Sec. 16-35. - Trust fund.**

- (a) *Established; managed by the city clerk Chief Finance Officer.* There is established a cemetery trust fund, which fund shall be made up of funds and donations, unless otherwise stipulated by the donor, paid into and becoming a part of the trust fund. The trust fund shall be managed and invested by the city clerk- Chief Finance Officer All money designated for or to the trust fund shall be immediately placed into the trust fund account upon receipt. The interest of the trust fund and any principal authorized by the city council will be used for the purposes of maintaining the cemetery and carrying out the duties of the cemetery board of trustees manager.
- ~~(b) Board The City Manager may appoint trustee; acceptable investments. The board City Manager may appoint a trustee to manage the funds collected for perpetual care of the cemetery at such time as it may be deemed necessary or financially advantageous. Such trustee so named and appointed shall be licensed by the state to handle the investment of fiduciary funds and shall furnish the city council, at the end of each fiscal year, a complete statement as to the condition of the various investments held for the cemetery. No more than ten percent of the aggregate sum on hand shall be placed in any one type of security, except United States government securities. The city council reserves the right to handle all investments itself or to deposit the funds with any company, or corporation, or cemetery board appointed to act as trustee for such funds.~~

(Ord. No. 1087, § 4, 3-12-2002)

• **Sec. 16-36. - Sale of interment privilege; burial certificates.**

- (a) One hundred percent of the revenue derived from the sale of lots and property within the cemetery shall be deposited in the trust fund. Interest earnings on the investments of the trust fund shall be transferred to the general fund and shall be used for the care and improvements of the cemetery.
- (b) The board Cemetery Manager shall be authorized to sell lots and spaces in the cemetery and to make repurchases of lots and spaces as may be deemed necessary or trade lots and spaces within the cemetery as may be necessary. Lots and spaces when repurchased by the city shall be purchased at the same price per unit as originally sold to the seller. Trades of lots and spaces shall be even exchanges by unit property without additional compensation.

- (c) The sale of burial certificates for the cemetery shall be in a manner prescribed by law and pursuant to the regulations adopted by the city council or ~~any duly constituted board thereof~~ Cemetery Manager:
- (1) A comprehensive record of plats shall be kept by the ~~board~~ Cemetery Manager, and all sales shall be noted thereon. The records shall show all lots for which burial certificates have been sold or are for sale. The records shall show:
- Date of purchase and payment;
 - Name of purchaser; and
 - Section, lot and grave number.
- A burial certificate shall be issued in the purchaser's name, upon full payment of the purchase price, signed by ~~City officials~~ the City Manager.
- (2) The burial certificate shall affirm the purchaser's written agreement not to allow interment for remuneration in the subject grave space, and such burial certificate shall not be transferable without written permission first obtained from the ~~duly constituted city/cemetery authorities~~ cemetery manager
- (3) Nothing contained in this subsection shall be construed to allow the sale of the title to any land in the cemetery, but ownership thereof shall remain in the city, and only the privilege of interment shall be sold.
- ~~(4) The board will publish and keep on file in the city clerk's office a current price list of all services provided by the cemetery. Such prices shall be established from time to time by the board.~~

(Ord. No. 1087, § 5, 3-12-2002)

• **Sec. 16-37. - Payment regulations.**

- (a) All payments for the sale of burial certificates and all service charges noted in this article shall be payable to the city at the city hall. The city clerk shall record and deposit all payments in the cemetery trust fund. After all the due bills for the operation and maintenance of the cemetery are paid, all receipts from the sale of burial certificates, fees and charges for beautification service shall be paid into the cemetery fund, and monies in this fund shall be used only for cemetery purposes.
- (b) No burial certificate for grave spaces will be executed and no burials will be permitted, except as described in this article, until the burial certificate price has been paid to the city for the required burial space.
- ~~(c) The cemetery board of trustees may issue a burial permit and make no charge for such certificate for the grave space after it has been determined that the deceased person or the nearest of kin is unable to make the payment.~~

(Ord. No. 1087, § 6, 3-12-2002)

- **Sec. 16-38. - Burial permit required; contents.**

It shall be unlawful for any undertaker or other person to bury the body of a deceased human being at the cemetery without first securing from the ~~cemetery board of trustees~~ funeral home a burial permit ~~signed by the board~~. This burial permit shall be issued when a properly executed death certificate or a burial transit permit of the decedent named in the burial permit shall have been exhibited to the city clerk and this fact has been noted on the permit. The burial permit shall show the:

- (1) Name, address, sex and age of the applicant;
- (2) Name of attending physician;
- (3) Burial certificate;
- ~~(4) — Lot and grave space number; and~~
- (4) Such other details and information as the city clerk may require for permanent records.

(Ord. No. 1087, § 7, 3-12-2002)

- **Sec. 16-39. - Public health and safety rules.**

(a) *Designation; rules.* The ~~park cemetery~~ is hereby designated a public place. As such the following rules apply to the Milton Benevolent Cemetery:

- (1) No alcoholic products are allowed;
- (2) No dogs are allowed in the cemetery;
- (3) No littering; and
- (4) Cemetery hours are from dawn to dusk.

These rules may be amended by a majority vote of the city council.

(b) *Penalty.* A violation of any of the rules set forth in subsection (a) of this section shall be deemed a noncriminal infraction. The penalties are as follows:

- (1) First offense: \$50.00;
- (2) Second offense: \$100.00;
- (3) Third offense: \$200.00;
- (4) Fourth and all subsequent offenses: \$500.00; and

- (5) Violators may also be prohibited from entry to the cemetery for a period of 90 days.

(Ord. No. 1298-08, §§ I, II, 11-10-2008)

MILTON BENEVOLENT CEMETERY
P.O Box 909, MILTON, FL 32572 (850) 983-5410
(Located on Berryhill Rd immediately west of Stewart St.)

CEMETERY RULES

*Milton Cemetery is a sacred, historic burial ground, replete with Northwest Florida's history.
Please respect the memory of the deceased and the solemnity of those who visit the Cemetery.
Your cooperation in following the Cemetery Rules is appreciated.*

HOURS: Sun-up to Sun-down. Please honor these hours.

SPEED LIMIT: Maximum speed is 15 mph, slower during a funeral.

PARKING: The Cemetery is not a public parking. When visiting please park so you do not block any roadway.

PETS: City Ordinance declares the Cemetery a "Park" and therefore NO DOGS are allowed at anytime. The Ordinance provides for a citation for violations.

DECORATIONS: Please LIMIT "decorations" on grave sites. NO GLASS ALLOWED. Wilted flowers will be removed. The Cemetery is not responsible for any personal items placed on graves.

PLANTING: NO planting of shrubs or trees without prior permission from Cemetery Management.

CONDUCT: Absolutely NO music or other audible noise. NO profane language. NO illegal drugs or alcoholic beverages on the premises. Be respectful of others.

MAINTENANCE: Families are personally responsible for maintaining their plots. We provide dumpsters for your trash.

DUMPING: City Ordinance 687 provides prosecution of persons placing their home trash in Cemetery dumpsters.

FENCES: NO fences are permitted. Those already in place as of May 31, 2004, will be grandfathered.

VAULT: The City of Milton requires a vault for burial.

Thank you for your cooperation. If you have any questions, please call City Hall at 850-983-5410.