



COMMITTEE OF THE WHOLE Regular Meeting Agenda

February 17, 2022
5:30 PM
6738 Dixon Street
Milton, FL 32570

- 1. Open Meeting**
- 2. Invocation**
- 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**

Item # 2023-171
Naming Football Field

Through With Chew Week Proclamation

- 6. Public Hearings/Meetings**
- 7. Invited Speakers**
- 8. Persons to Appear**
- 9. Agenda Items**

Item # 2023-191
Commercial Facade Program FY2022 Cycle 1

Item # 2023-196
2022 Cycle 2 Business Improvement Program

Administration Department

Item # 2022-164
Creek Indian Historic Marker

Item # 2022-179
Piggyback Florida Sheriff's Association (FSA) Truck Bid

Item # 2023-180
Tobacco Free Workplace Policy

Item # 2023-187
WWTP Yearly Projections

Item # 2022-192
Piggyback Santa Rosa County's Asphalt Paving bid.

Item # 2022-193
Bid Opening for ITB 2022.02 JPA Landscaping US 90

Item # 2023-194
City of Milton Board Vacancies

Item # 2023-195
Special Event Permit Application - SRC National Day of Prayer Observance

Finance Department

Fire Department

Item # 2023-189
Public Safety Training Facility

IT Department

Parks & Recreation Department

Planning Department

Item # 2023-188
Florida Association of Code Enforcement's Annual Conference.

Item # 2023-190
Dogwood Dr Commercial Rezoning

Item # 2022-161
Residential Facade Improvement Program

Item # 2023-197
Highway 90 Widening Survey

Police Department

Public Works Department

Item # 2021-129
Back Yard Pick Up

Item # 2023-178
Okaloosa Gas Interlocal Agreement

10. Council Reports

11. Mayor Report: Heather Lindsay

12. City Manager's Report

13. Public Input

14. Adjournment

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

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



Agenda Item # 2023-171

Naming Football Field

MEETING DATE

February 17, 2022

PREPARED BY

John Norton, Parks &
Recreation Director

BACKGROUND

A request was made by Councilman Snow at the January Committee of the Whole meeting to name the City's football field after Alonzo Samuel (Coach Sam). Coach Sam has coached sports for over 25 years with the City of Milton sports programs. He has won numerous Division and League championships in football. He has coached baseball teams and basketball teams in the past. Sometimes he coached four or five basketball teams at a time. Each year he reaches out to the public to raise funds for children coming from homes with financial hardships. He then finds these children and brings them into our program. He has volunteered countless hours with our youth programs. He was a member of the first park planning board that helped design the facilities we now have on Byrom Street. He is the pastor at James Street Church.

SUMMARY

A request has been made to name the City's football field Alonzo Samuel Field. Alonzo has dedicated many volunteer hours and other resources to the City of Milton sports programs over the past 25 years.

RECOMMENDATION

Follow the council's directions.

ATTACHMENTS

None



Agenda Item # 2023-198
Through With Chew Week Proclamation

MEETING DATE

February 17, 2022

PREPARED BY

Administration Department



Agenda Item # 2023-191

Commercial Façade Program FY2022 Cycle 1

MEETING DATE

February 17, 2022

PREPARED BY

BACKGROUND

The Commercial Façade Program was created in 2018. Since that time, \$97,647.89 has been awarded to 23 businesses for 27 improvement projects.

On November 9, 2021, Council approved the annual program and application. The deadline was set for February 4, 2022.

Three applications were received by the February 4th deadline. The applications are for the following grant amounts:

Cohen Innovation, LLC	\$5,000
CD Properties, Inc.	\$5,550*
Santa Rosa Historical Society	\$2,500
TOTAL:	\$13,050

The three applicants meet all eligibility and program requirements of the Commercial Façade Program.

*CD Properties was awarded a grant in the amount of \$4,450 previously. Due to the pandemic, that grant was placed on hold and funds redirected to emergency business assistance. The applicant is requesting to proceed with that grant and increase the amount by \$550 to the fully allowable \$5,000. This will provide two (2), \$5,000 grants for this project. The irreplaceable historic nature of the building and prominent location make this investment worthwhile.

Council approved \$40,000 in the FY 2022 Budget for this program. After awarding the 2022 grants, \$26,950 remains available for additional applications. The next agenda item will address this topic.

Following approval, grantees will be provided a contract and notice to proceed with the project.

SUMMARY

This item will award three (3) façade grants in the amount of \$13,050 received during the FY

2022 application cycle.

RECOMMENDATION

Staff recommends Council award the three requested grants.

ATTACHMENTS

1. 2022 Commercial Facade Program Spreadsheet
2. Commercial Facade Program Financial Report - All Time

City of Milton
2022 Commercial Facade Program
Cycle 1 Applications

2/10/2022

	NAME	ADDRESS	REQUEST	MATCH	PROJECT	FIRST TIME APPLICANT	TARGET LOCATION	HISTORIC STRUCTURE
1	Cohen Innovation, LLC	5739 Stewart Street	\$ 5,000.00	\$ 13,850.00	New Facia and Soffett	No	Yes	No
2	CD Properties, Inc.	6821 Caroline Street	\$ 5,550.00	\$ 12,000.00	Replace Door and Window Wood Rot	No	Yes	Yes
3	Santa Rosa Historical Society	6866 Caroline Street	\$ 2,500.00	\$ 2,802.00	Replace Windor Wood Rot	Yes	Yes	Yes
	TOTAL REQUEST		\$ 13,050.00	\$ 28,652.00	Match Ratio: \$1/\$1.97			
	AVAILABLE FUNDING	CRA	\$ 20,000.00					
		General Revenue	\$ 20,000.00					
		TOTAL	\$ 40,000.00					
		BALANCE	\$ 26,950.00					

City of Milton
Commercial Facade Program
Complete History

CYCLE	PROJECTS	BUSINESSES	GRANTEE	PROJECT	AWARD	REQUIRED MATCH	EST. TOTAL MATCH	CRA	CITY	PAYMENT	NOTES
2018 Cycle 1	1	1	Visible Changes Barber Shop	Code required upgrades, signage, painting	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00		\$ 2,500.00	\$ 2,500.00	Completed
	2	2	LilPax's Boat Rental	Business Signage	\$ 500.00	\$ -	\$ 2,500.00	\$ 369.82		\$ 369.82	Completed
	3	3	Man Cave Barber Shop	Signage, exterior awning	\$ 500.00	\$ -	\$ -		\$ 500.00	\$ 500.00	Completed
	4	4	Beardless Brewhaus	Roll-up garage door	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00		\$ 5,000.00	Completed
	5	5	Corner Shack	Business equipment, fire suppression, painting, doors	\$ 3,250.00	\$ 3,250.00	\$ 12,500.00		\$ 3,250.00	\$ 3,250.00	Completed
	6	6	Boomerang Pizza	Exterior Painting & Lighting	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00		\$ 5,000.00	Completed
2019 Cycle 1	7	7	Elliott & Cunningham Office	Exterior Façade, interior ceiling replacement, painting	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 5,000.00		\$ -	\$0 Expenses to Date
	8	8	CD Properties	Repair Historic Windows and surrounds	\$ 4,450.00	\$ 4,450.00	\$ 5,000.00	\$ 4,450.00		\$ -	\$0 Expenses to Date
	9	9	Brew Angels Brewery	Equipment Upgrade	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00		\$ 5,000.00	\$ 5,000.00	Completed
	10		Brew Angels Brewery	New business sign	\$ 500.00	\$ -	\$ 1,153.15	\$ 500.00		\$ 500.00	Completed
	11	10	Janet Coulter Realty Office	Exterior awning and painting	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00		\$ 4,943.12	\$ 4,943.12	Completed
	12	11	Milton Revival, LLC	Exterior awning, painting and drainage system	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00		\$ 5,000.00	Completed
2019 Cycle 2	13	12	Blackwater Bistro	ADA Ramp, Painting, Siding	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 2,125.00		\$ 2,125.00	Completed
	14	13	Brooks, Warrick & Assoc.	Sign	\$ 500.00	\$ -	\$ 1,000.00	\$ 485.78		\$ 485.78	Completed
	15		Boomerang Pizza	Exterior Painting	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,876.20		\$ 4,876.20	Completed
	16		Beardless Brewhaus	Equipment Upgrade	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00		\$ 5,000.00	\$ 5,000.00	Completed
	17	14	Wacked Out Weiner	Doors and Code Required Plumbing	\$ 5,000.00	\$ 5,000.00	\$ 104,270.00		\$ 5,000.00	\$ 5,000.00	Completed
	18	15	Spencer's Second Hand Shop	Window Replacement	\$ 668.89	\$ 668.88	\$ 668.88			\$ -	\$0 Expenses to Date
2020 Cycle	19		Brooks, Warrick & Assoc.	Roof	\$ 5,000.00	\$ 5,000.00	\$ 16,210.00		\$ 5,000.00	\$ 5,000.00	Completed
	20	16	Sport & Wheat, CPA	Exterior Doors, Windows & Painting	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00		\$ 5,000.00	\$ -	\$0 Expenses to Date
	21	17	Saver Self Storage	Painting	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00		\$ 4,750.00	\$ 4,750.00	Completed
2021 Cycle	22	18	Cohen Innovation, LLC	New Roof	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	Completed
	23	19	Lindsay & Andrews	New Signage, Front Door Replacement, Railing, Stairs	\$ 5,000.00	\$ 5,000.00	\$ 7,575.00	\$ 5,000.00		\$ -	Awarded
	24	20	RaeJean, LLC, DBA Mason's	New Road Sign	\$ 530.00	\$ 530.00	\$ 530.00		\$ 530.00	\$ 530.00	Completed
	25		Boomerang USA, Inc.	Paint and Awning	\$ 1,999.00	\$ 1,999.00	\$ 1,999.00		\$ 1,999.00	\$ -	Awarded
	26	21	John C. Allen	Windows and Shutters	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ -	Awarded
	27	23	Resource Real Estate (Scoops Ice Cream)	Paint, Awning, Signage & Doors	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ -	Awarded
	28		Cohen Innovation, LLC	Facia and Soffet Replacement	\$ 5,000.00	\$ 5,000.00	\$ 13,850.00		\$ 5,000.00	\$ -	
	29		CD Properties	Window and Door Wood Rot Replacement/Repair	\$ 5,550.00	\$ 5,550.00	\$ 12,000.00	\$ 5,550.00		\$ -	
	30	24	Santa Rosa Historical Society	Window Wood Rot Replacement/Repair	\$ 2,500.00	\$ 2,500.00	\$ 2,802.00	\$ 2,500.00		\$ -	
				TOTALS	\$ 110,697.89	\$ 108,697.88	\$ 386,308.03	\$ 55,856.80	\$ 53,472.12	\$ 64,829.92	
						ROI Ratio	\$ 3.49				
		Budget	\$ 10,000.00	FY 2018	3/29/2018						
			\$ 10,000.00	FY 2018	8/20/2018						
			\$ 20,000.00	FY 2019	12/12/2018	50% CRA/50% GR					
			\$ 20,000.00	FY 2019	4/9/2019	50% CRA/50% GR					
			\$ 40,000.00	FY2020	Program Returned to City - In City Budget				\$15,414.50 Refund from MSM		
			\$ 30,000.00	FY 2021	In City Budget						
			\$ 40,000.00	FY 2022	In City Budget						
		Total	\$ 170,000.00								
		Allocated	\$ 110,697.89								
		Expended	\$ 64,829.92								
		Open Projects	\$ 32,117.89								



Agenda Item # 2023-196

2022 Cycle 2 Business Improvement Program

MEETING DATE

February 17, 2022

PREPARED BY

Ed Spears, Director of
Economic Development

BACKGROUND

The Commercial Façade Program was created in 2018. Since that time, \$97,647.89 has been awarded to 23 businesses for 27 improvement projects. There will be \$26,950 available for additional applications in FY 2022.

At the Committee of the Whole meeting on January 20th, Council discussed various enhancements they desired to see in the program. Those items have been included in this cycle and include: making the purchase of business equipment eligible, making parking lots, unattached signage and new construction eligible. Eligibility has been expanded to City-wide. Also included is an open-ended application cycle that allows businesses the flexibility to apply when they are ready, versus a set deadline.

Upon approval, staff will advertise the new cycle.

SUMMARY

This item will approve the Cycle-2 Business Improvement Application

RECOMMENDATION

Staff recommends Council approval.

ATTACHMENTS

1. Business Improvement Program Application 2022- CYCLE 2 - DRAFT 2-17-22



City of Milton
Office of Economic Development
6738 Dixon Street
Milton, FL 32572
www.miltonfl.org

**APPLICATIONS ARE
RECEIVED ON A
CONTINUOUS BASIS AS
LONG AS FUNDS ARE
AVAILABLE**

2022 Business Improvement Program

This program provides commercial and not-for-profit property owners and business owners façade, sign, infrastructure, and business equipment grants. A 100% match may be required depending on the grant requested.

Program Intent

The Business Improvement Program (BIP) is intended to provide funding to upgrade the visual and aesthetic appearance of structures and property, increase property value, and stimulate economic activity within the City of Milton. Grants may be used for new construction, façade improvements, signage, landscaping, infrastructure, and business equipment expenses. The BIP is available to commercial and not-for-profit property owners and/or business tenants only.

Eligibility

- ☐ Property must be located within the corporate limits of the City of Milton.
- ☐ Applicants must have all necessary business licenses/permits/inspections. Any outstanding legal issues that could encumber the property or prohibit immediate use as a commercial or not-for-profit venture must be resolved or explained. Any proposed business/tenant must document zoning and land-use eligibility at the proposed location as part of this application. All projects must comply with the City's Comprehensive Plan, Unified Development Code, Life Safety Code and Florida Building Code.
- ☐ Unoccupied properties are eligible to receive the grant, but must be actively, continually and publically marketed on a verifiable source (CMLS, Zillow, FSBO, etc.) from the date of application until leased.
- ☐ Vacant property with an approved building permit or development agreement are eligible to apply.
- ☐ Applicants must sign the program application and other related documents. Tenants may apply only with property owner's consent. Owners may apply only with tenant's consent.
- ☐ Applications are accepted continuously, on a first come, first serve basis, as long as fund is available.
- ☐ Preference will be given based on the following criteria: first-time applicants; applicants with projects on Caroline Street Historic District, Willing and Stewart Streets; projects in historically significant structures; and/or projects creating a minimum of 5 full-time positions within the first year.
- ☐ Applicants may be eligible in multiple categories, depending upon need, priority status, and level of demand. However, applicants must clearly specify which category they are applying in and identify a preferred category. One application per fiscal year, please.
- ☐ The BIP is based on availability of funds. Grants are awarded until all funds are exhausted each fiscal year.

- ❑ Exterior improvements must be approved by staff for appropriateness. The applicant must meet with applicable City/County departments to determine required permits, if any.
- ❑ Once the project has been completed, the property must be eligible to obtain, or already have a certificate of occupancy, and have received the final inspection from the appropriate agency.

Eligible Improvements

Examples of **eligible** items include:

- | | |
|---|---|
| <ul style="list-style-type: none"> ➤ New Construction ➤ ADA Handicapped Access to a building ➤ New Windows and doors ➤ New or Replacement Awnings ➤ Electrical Rewiring ➤ Exterior Lighting ➤ Exterior Painting ➤ Restoration of Architectural Features ➤ Equipment necessary for business expansion | <ul style="list-style-type: none"> ➤ Parking Improvements ➤ Screening/Fencing ➤ Sprinkler Systems ➤ Signage ➤ Business Equipment ➤ Soft Costs (licenses, permits, impact fees, architect/engineer cost, etc.)* ➤ Landscaping** |
|---|---|

*Soft costs are limited to 20%.

**Minor landscaping, in conjunction with other improvements is eligible.

Ineligible Improvements

Examples of **ineligible** items include:

- Rent
- Interior modifications and/or rehabilitation not required for a change in occupancy or expansion*
- Removal or covering of historical or significant architectural detailing
- Regular/routine maintenance and repair
- Refinancing existing debt
- Owner performed labor (unless the owner is a duly licensed contractor)

*Matching funds may be used for interior project costs

Business Improvement Program Grant Categories

1. Sign Grant – Up to \$1,000 to be used exclusively for new or replacement business exterior signage. No match is required. This grant is paid directly to the vendor providing the signage or paid as a reimbursement to the owner upon completion of the project and receipt of proper documentation. The Sign Grant must be approved prior to the commissioning of signage and all signage must be properly permitted in conformance with the City of Milton Sign Ordinance. Any cost above and beyond \$1,000 will be the responsibility of the applicant. A scale drawing of the sign is required. A sign permit must be obtained with 60 days of award of the grant.
2. New Commercial Construction Grant – Up to \$25,000 to be used for new commercial building construction within the City limits. A minimum investment of \$250,000 is required. The property and improvements cannot be tax-exempt for a minimum of 10-years following completion. Funds are paid upon receipt of a certificate of occupancy for the structure.
3. Commercial Façade Grant – Up to \$5,000 to be used exclusively for improvements to the exterior façade of a building. A 100% match is required. Matching funds may be used anywhere in the proposed renovation project, including interior renovations. New signage may be included as a component of a Commercial Façade Grant Application, but may not be the entire project. The grant may be paid directly to a vendor, or paid as draws. The Commercial Façade Grant must be approved prior to commencement of any work proposed to be completed with grant

proceeds. All necessary project approvals and permits, if required, must be obtained within 90 days of award of the grant. A scale drawing of the project is required, along with material and color samples.

4. Business Expansion Grant – Up to \$5,000 to be used to acquire equipment necessary to allow expansion of a businesses. A 100% match is required. Grants may be used for, but not limited to; required equipment/infrastructure for a change-in-use, equipment for business expansion, safety equipment, and other furniture, fixtures and equipment as approved by the City.

Additional Information

1. Buildings with multiple units under one roof may combine grant funds provided that units have separate entrances, and have been previously subdivided or partitioned such that:
 - a. There are separate primary entrances for each business
 - b. Each of the businesses has separate and distinct business tax receipts and sales tax licenses
 - c. Permanent interior walls must have been in place to be considered as multiple facades, under one roof
2. Grantees must provide the required match. For example, for a commercial façade grant of the maximum \$5,000, an owner match of \$5,000 is required, resulting in a total project of at least \$10,000.
3. Any building owned by a nonprofit and/or religious entity that does not pay property taxes or National Historic Register or contributing structure used for commercial purposes shall only be eligible for all grants with the exception of the New Commercial Construction Grant.
4. Any applicant not meeting the eligibility criteria may request consideration for an exception from the City Council, depending on the intent of the renovation.
5. The grant application must be completed and submitted to the City with the following items:
 - a. A detailed written explanation of the project, what funds are requested, where the match will be obtained and the total expenditure for the project.
 - b. Photographs of the existing building and the proposed project area.
 - c. Schematic drawings illustrating all proposed work, or pictures with project description outlined.
 - d. A description of materials and methods to be used
 - e. Material samples or color swatches should be provided for approval.
 - f. Cost estimates for each aspect of the project.
6. The applicant is advised that this grant is given at the sole discretion of the City Council of the City of Milton and the criteria are used as a basis to evaluate the Applicant's project, and does not create entitlement to funding. The application shall be reviewed by the City for completeness and eligibility prior to any approvals. The City reserves the right to waive any technical irregularity, award in-mass, partial fund, split fund, or reject all submittals. Additional, post-award requirements may be added by City Council at their sole discretion.
7. All projects must be completed within 180 days (6 months) or by the contracted date after receiving approval from the City of Milton staff and any required building permits, unless otherwise approved by the City. All work must be completed by the completion date assigned according to the contract. Incomplete projects may require reimbursement to the City, according to contract requirements.

8. If a grant is awarded, the City of Milton will determine, in coordination with the Grantee, the most appropriate method for payment. The maximum payout prior to project completion and final inspection is 75% regardless of payment type. Verification of payments, release of lien, etc. from a vendor or contractor must be presented, (canceled checks, paid invoice from vendors) prior to issuing final grant payment.

9. Applicants maybe requested to make a presentation of their project to staff and/or City Council.

10. ANY COST FOR WORK PREVIOUSLY COMPLETED PRIOR TO AN APPROVED APPLICATION CANNOT BE REIMBURSED UNDER ANY CIRCUMSTANCE. DO NOT START ANY PHYSICAL RENOVATIONS UNTIL **AFTER** FINAL APPROVAL BY THE CITY, COMPLETION OF THE CONTRACT WITH THE CITY & NOTICE TO PROCEED HAS BEEN ISSUED.

Historic Structures

Buildings will be evaluated based on historical/architectural significance, with priority given to buildings with inappropriately applied facades that cover original details (architectural features/details, windows, doors) or are unsightly, and/or out-of-scale. For historic structures, the goal of the City is to either partially or fully restore the original appearance of the building; or create an appearance that is consistent with its historic character. Modern treatments which blend into and are compatible with the building and surround block are allowed, but not preferred. Proposed changes to the building's façade to be funded by this program will not remove, alter, damage, or cover up significant architectural or historical feature(s) of the building that either are original, or reflect a major alteration that has historic architectural value.

Default

Default of the Grant shall occur if one or more of the following takes place:

- Funded Improvements are altered, modified, removed, or demolished following project completion.
- Property is sold, transferred, or converted to 100% non-commercial use within the specified period.
- The commercial business applicant has ceased operations for a period of twenty-one (21) consecutive days or longer.
- The commercial business applicant abandons the project site.

If any of the above-referred activities occur within one (1) year of the project completion date without receiving prior City approval, grant funds shall be repaid to the City.

Business Improvement Program Process

1. Applicant must submit a complete application packet, including the following:
 - Complete application form
 - Legal description of property
 - Proof of property ownership or notarized letter from owner consenting to the project
 - Proof of property insurance
 - Certification of sign ordinance, zoning, and future land use compliance
 - Scaled drawing of improvements involving building changes
 - Accurate color mock-ups and/or paint chips
 - Original color photographs of existing property conditions
 - Three cost estimates from qualified contractors (labor and materials for entire project). If the owner of the property is a licensed contractor and is qualified to do the work, then two additional cost estimates from qualified contractors will be required.
 - Final cost estimate including name of licensed contractor chosen to perform work

- Copy of the chosen contractor's license (if licensure is required for the work)
 - Copy of City of Milton Business License
2. If requested, meeting with staff to review the project. Applicants may be requested to provide additional information.
 3. Applications are forward to City Council for review and approval.
 4. Project presentation (if necessary)
 5. If approved, staff will prepare a grant agreement for the applicant's signature.
 6. After approval and execution of all documents, the applicant is provided with a notice to proceed.
 7. Copy of all permits (if necessary)
 8. Upon project completion, signed off permit from City/County Building Inspections (if necessary), receipt of the final invoice(s) from contractor(s), proof of payment, inspection by City Staff, and sign off by the property owner; the final invoice will be submitted for payment.
 9. City will issue a reimbursement check to the applicant or directly pay to the vendor.

FOR MORE INFORMATION,
PLEASE CONTACT THE CITY OF MILTON
OFFICE OF ECONOMIC DEVELOPMENT
AT 850-983-5400
OR EMAIL ECONDEV@MILTONFL.ORG.



City of Milton
Office of Economic
Development

Business Improvement Program

DATE OF APPLICATION: _____
NAME OF BUSINESS (Legal and DBA, if Different): _____
BUSINESS OWNER(S): _____
PROPERTY OWNER(S) (IF DIFFERENT): _____

GRANT CATEGORY: _____
TOTAL AMOUNT REQUESTED (MAXIMUM \$5,000): \$ _____
TOTAL AMOUNT OF MATCH (MINIMUM 100%): \$ _____
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): \$ _____

ADDRESS OF PROJECT: _____
PROJECT NAME: _____

ATTACH REQUIRED ADDITIONAL INFORMATION:

- Complete application form
- Detailed project description
- Legal description of property
- Proof of property ownership or letter from owner consenting to the project
- Proof of property insurance
- Certification of sign ordinance, zoning, and future land use compliance
- Scaled drawing of improvements involving building changes
- Accurate color mock-ups and/or paint chips
- Original color photographs of existing property conditions
- Three cost estimates from qualified contractors (labor and materials for entire project).
- Final cost estimate including name of licensed contractor chosen to perform work
- Copy of the chosen contractor's license (if licensure is required for the work)
- Copy of City of Milton Business License.

NAME & MAILING ADDRESS OF OWNER/APPLICANT (PLEASE PRINT):

SIGNATURE(S) OF BUSINESS AND PROPERTY OWNER(S) (IF DIFFERENT)

TELEPHONE # (850) _____ CELL # _____ EMAIL _____

For official use only:

DATE & TIME APPLICATION RECEIVED: _____ RECEIVED BY: _____



City of Milton
Office of Economic Development

Page 2 of 2

2022 Business Improvement Program

Memorandum of Understanding

I, the grantee, understand that work cannot commence on any portion of the Business Improvement Project prior to receiving approval of the grant funds by the City of Milton. A written notification to proceed will be provided. I, the grantee, have read, understand, and accept the terms and conditions of the grant. I have read and understand the actions which will trigger a default. In the event of a default, I, the grantee, do hereby guarantee the repayment of the principal amount of the grant in accordance with the terms of the Commercial Façade Program application and guidelines. If the grantee is not the property owner, as shown in the Santa Rosa County Property Appraiser's Database, the property owner must also execute this Memorandum of Understanding.

Grantee Name (Please Print)

Grantee Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

Date

City of Milton (Please Print)

City Manager Signature

Date

Request for Taxpayer Identification Number and Certification

Social
security
number

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Individual/

☐
☐
☐
☐

CorporationPartnershipOther

☐ Exempt from backup
withholding

Check appropriate box: Sole proprietor

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
------------------	-----------------------------	------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITH THE APPLICATION:

City of Milton
Office of Economic Development
6738 Dixon Street
Milton, FL 32572

1. IF YOU ARE AN INDIVIDUAL OR NON-CORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:

_____ does operate in corporate form. (Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

a

Social security number	— —
------------------------	-----

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Individual/ ☐ Sole proprietor Check appropriate box:	☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

4. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
5. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
6. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
	Purpose of Form A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 4. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 5. Certify that you are not subject to backup withholding, or 6. Claim exemption from backup withholding if you are a U.S. exempt payee. In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. For federal tax purposes, you are considered a person if you are: • An individual who is a citizen or resident of the United States, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or • Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information. Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,	

Cat. No. 10231X
Form **W-9** (Rev. 11-2005)

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:

Main Street Milton, Inc.
5256 Alabama Street
Milton, Florida 32570

3. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ **Fax** _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

4. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:

_____ **does operate in corporate form. (Corporate Name)**

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ **Fax** _____

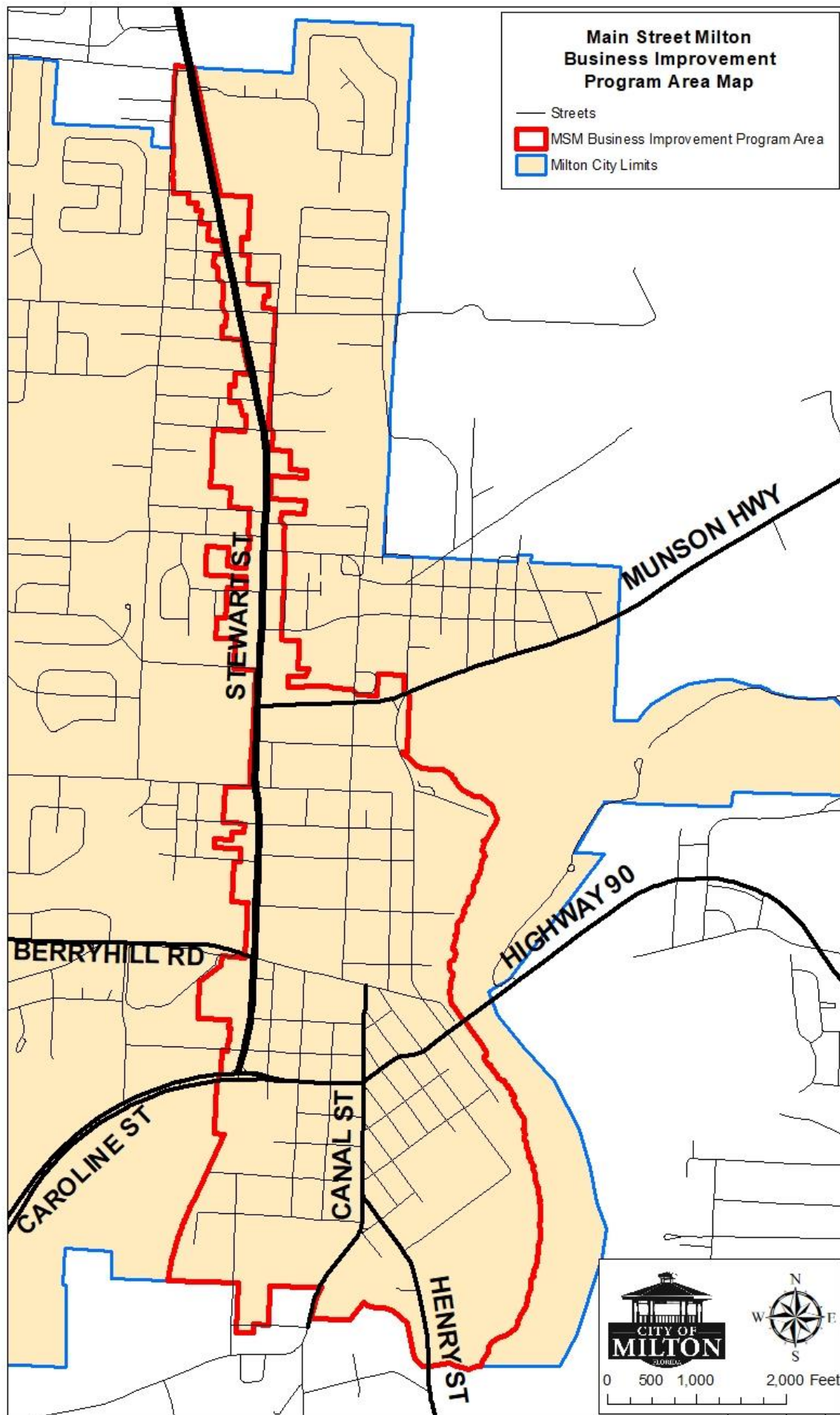
EIN/SSN _____

Authorized Signature/Title _____

Date _____

BUSINESS IMPROVEMENT PROGRAM

ELIGIBLE AREA MAP





Agenda Item # 2022-164

Creek Indian Historic Marker

MEETING DATE

February 17, 2022

PREPARED BY

BACKGROUND

Mayor Lindsay has received a citizen request for this item to be brought before the City Council.

SUMMARY

Mayor Lindsay proposes the City Council discuss and support the placement of a historical marker at Jernigan's Landing. During Ghost Walk, Chief Sky Horse (Dan Helms) has shared a story, backed up by historical documents, about Creek Indian heritage in Milton. To recognize the Creek Indian heritage in our area, a historical marker would be appropriate. If invited, Chief Sky Horse would like to share the information he has for consideration by the City Council at a future meeting.

RECOMMENDATION

Staff seeks Council direction. If sponsored, this item will be assigned to the appropriate department.

ATTACHMENTS

None



Agenda Item # 2022-179

Piggyback Florida Sheriff's Association (FSA) Truck Bid

MEETING DATE

February 17, 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 Utilities Department needs to purchase 2 trucks, and the Landscape Department needs to purchase 1 truck.

SUMMARY

Florida Sheriff Association Contract: FSA 20 VEL28.0

Vendor: Bozard Ford

\$49,432.00 (Utility/Meter Department 2 Trucks x \$24,716.00)

\$32,143.00 (Landscaping Department 1 Truck x \$32,143.00)

RECOMMENDATION

Request Council waive the bid process and approve piggyback off Florida Sheriff's Association bid for purchase of 3 new 2022 trucks from Bozard Ford. \$24,716.00; \$24,716.00; and \$32,143.00

ATTACHMENTS

1. Florida Sheriff Assoc Bid to Bozard Ford

BOZARD
GOVERNMENT SALES

December 20, 2021

CITY OF MILTON

JOE COOK

850-983-5428

Greeting,

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 20-VEL 28.0

Utilities/Meter Department
2 x \$24,716.00 = \$49,432.00

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	SH	EBONY VINYL	
Spec # 137		Description	Price
	R1E	2022 FORD RANGER 4 X 2 SUPERCAB 6" BOX 126.8" W/BASE	\$ 21,058.00
	99H	2.3L ECOBOOST ENG	INC
	44U	10-SPEED AUTO	INC
	101A	EQUIPMENT PKG	\$ 1,134.00
	X73	ELECTRIC LOCKING REAR DIFFERENTIAL	\$ 419.00
	53R	TRAILER TOW PKG	\$ 494.00
	55K	110V AC POWER OUTLET	\$ 119.00
	55U	REVERSE SENSING SYSTEM	\$ 109.00
	86S	SPRAY IN BED LINER	\$ 494.00
	60H	BACKUP ALARM	\$ 144.00
	58M	SYNC 3(BLUETOOTH)	\$ 349.00
		THIRD KEY	\$ 396.00
	153	FT LICENSE PLATE BRACKET	INC
			\$ 24,716.00
			\$ 49,432.00

2X

All Vehicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Lee Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

December 20, 2021

JOE COOK

CITY OF MILTON

850-983-5428

Greeting,

Bozard Ford is pleased to submit the following quote based on FSA CONTRACT FSA 20 VEL28.0

Landscaping Department
1 x \$32,143.00 = \$32,143.00

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	CG	MEDIUM EARTH GRAY(CLOTH)	
		Description	Price
SPEC #136	W1C	2022 FORD F-150 CREW CAB 4 X 2 PICKUP 145" W/BASE	\$ 24,903.00
		6.5" BED	
		101A EQUIPMENT PKG	\$ 836.00
	995	5.0L V-8 ENG	\$ 1,994.00
	44G	10-SPEED AUTO	INC
	XL3	3.31 LIMITED SLIP	\$ 469.00
		POWER WINDOW & DOOR LOCKS	INC
		BACKUP CAMERA	INC
	53A	TRAILER TOW PKG	\$ 1,294.00
	67T	INTEGRATED TRAILER BRAKE CONTROLLER	INC
	50S	CRUISE CONTROL	INC
	524	SYNC 4 W/ENHANCED VOICE	\$ 324.00
	T7C	LT265/70R17C BSW A/T	\$ 294.00
	18B	RUNNING BOARDS	\$ 249.00
	942	DAYTIME RUNNING LIGHTS	\$ 44.00
	96W	SPRAY IN BED LINER	\$ 594.00
	55B	BOXLINK (4)(PREMIUM LOCKING CLEATS)	\$ 79.00
	86A	XL CHROME APPEARANCE PKG	\$ 774.00
	471	ONBOARD 400W OUTLET	\$289.00
	76R	REVERSE SENSING SYSTEM	INC
	595	FOG LAMPS	INC
	64F	WHEELS 17" SILVER PAINTED ALUMINUM	INC
	17C	FT & REAR CHROME BUMPERS	INC
			\$ 32,143.00

All Vehicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Lee Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM



Agenda Item # 2023-180

Tobacco Free Workplace Policy

MEETING DATE

February 17, 2022

PREPARED BY

BACKGROUND

The City of Milton adopted a tobacco free workplace policy effective October 1, 2013. This policy prohibits tobacco use on City property and has pre-employment tobacco free requirements. "Effective October 1, 2013, the City of Milton will only hire applicants who do not smoke or use any tobacco products in any way, and have not used tobacco products six (6) months prior to the application process."

This policy was presented to council in 2018 for review. The original policy stated that violation of the tobacco policy would result in termination of employment. Council approved the revision of the policy to now include cessation assistance and progressive steps to assist the employee in achieving the goal of being nicotine free.

Council requested it be discussed at Committee of the Whole.

SUMMARY

The purpose of this policy is to protect against the health hazards of environmental tobacco smoke and tobacco products, to protect non-smoking members and the public from the inherent dangers and risks of tobacco while in the workplace, and to project a professional image of the City of Milton's employees and facilities. It is the policy of the City of Milton to prohibit the use of tobacco products in and/or on any City property by its members and any visitors from the public. Furthermore, it is in the best interest of the agency for the effective delivery of public safety services by its members to hire only those persons who do not use tobacco products.

Currently, after an applicant is offered conditional employment, the candidate completes employment screening: drug/nicotine/background/references/MVR (per position) /credit report (per position). Employees that were hired before 2013 or begin using tobacco products pay 5% of their health insurance premium.

There are several options for the tobacco policy:

1. Keep the tobacco policy as is.
2. Hire tobacco users but require the employee to pay 5% of their health insurance premium.
3. Hire tobacco users but enforce a tobacco-free workplace, designating smoking areas and breaks.

Staff contacted other local agencies for policy information.

RECOMMENDATION

Council Direction

ATTACHMENTS

1. Local Tobacco Policies
2. 4.2 Tobacco-Free Workplace

Confirmed Local Tobacco Policies

Santa Rosa County School District: Tobacco Free Hiring

Santa Rosa County: Tobacco Free Workplace

Escambia County School District: Tobacco Free Hiring

City of Pensacola: Tobacco Free Workplace (Police and Fire must be tobacco free hiring)

Santa Rosa County Sheriff's Office: Tobacco Free Within the First Year of Employment

Baptist Hospital: Tobacco Free Hiring

Baptist Hospital

EFFECTIVE JANUARY 1, 2014 WE WILL NO LONGER HIRE TOBACCO USERS AND WE WILL TEST FOR NICOTINE USE DURING THE POST OFFER PRE-EMPLOYMENT SCREENING PROCESS

Baptist Health Care is committed to promoting health, wellness, and disease prevention and to providing a safe, clean and healthy environment to workforce members, patients and visitors. The use of tobacco and tobacco products is a known and established hazard to the health and well-being of tobacco users and can also directly impact non-users. In addition, the use of tobacco and tobacco products has been shown to decrease employee productivity and efficiency while increasing absenteeism.

Santa Rosa County Sheriff's Office

Tobacco/Nicotine Use

Effective June 1, 2015, The Santa Rosa County Sheriff's Office will accept applications from applicants who do smoke or use tobacco products. The applicant, if hired, will sign an agreement agreeing to cease all use and future use of tobacco products within the first year of employment. Violation of this agreement will result in termination of employment.

CITY OF MILTON POLICY

Title: Tobacco-Free Workplace Policy	Page: 1	Policy Number: 4.2
Effective Date: December 11, 2012	Revised Date: April 19, 2018	Next Review Date: April 19,
Approved by Council: May 8, 2018		

The City of Milton is committed to promoting health and wellness in the workplace and the community, and to provide a safe, clean, and healthy environment for our employees and customers.

I. PURPOSE

The purpose of this policy is to protect against the health hazards of environmental tobacco smoke and tobacco products, to protect non-smoking members and the public from the inherent dangers and risks of tobacco while in the workplace, and to project a professional image of the City of Milton's employees and facilities. It is the policy of the City of Milton to prohibit the use of tobacco products in and/or on any City property by its members and any visitors from the public. Furthermore, it is in the best interest of the agency for the effective delivery of public safety services by its members to hire only those persons who do not use tobacco products.

II. DEFINITION OF TOBACCO PRODUCTS

- A. For the purpose of this general order, all forms of tobacco products or similar products will be inclusive of, but not limited to: cigarettes, cigars, pipes, electronic cigarettes, chewing tobacco, snuff, and generic equivalents thereof.

III. ESTABLISHMENT

Effective October 1, 2013, the City of Milton is a Smoke and Tobacco-Free workplace.

- A. The use of any tobacco products in the buildings, on City property, and in vehicles owned or being used, by the City of Milton, shall be prohibited.
 - The ban on the use of tobacco products shall apply to all City of Milton Employees, contract personnel, and all visitors in or on City property.
 - There shall be no area set aside for the purpose of tobacco use on City property.
- B. Employees hired after October 1, 2013 are strictly prohibited from using tobacco products on City property. Tobacco products will not be used while working on City time.
- C. Employees hired prior to October 1, 2013 are encouraged to stop the use of tobacco products. These tenured employees must adhere to all provisions of this policy. The City

of Milton will provide as much assistance as is reasonably possible to our employees who wish to quit smoking, in the form of smoking cessation programs.

IV. PRE-EMPLOYMENT REQUIREMENTS

Effective October 1, 2013, the City of Milton will only hire applicants who do not smoke or use any tobacco products in any way, and have not used tobacco products six (6) months prior to the application process. New applicants shall sign an agreement stating they do not now, and will not in the future, use any tobacco products. Violation of this agreement through a positive test or failure to test, will result in the following actions:

Step 1. Cessation class

- Employee will be retested the following November.
 - If the employee tests positive again they will move to step two.

Step 2. Cessation class

- 2 Days suspension with no pay
- Employee will be tested 6 months later
 - If the employee tests positive again they will move to step three.

Step 3. Cessation Class

- 1 week suspension with no pay
- Employee will be tested 90days later
 - If employee is still positive for nicotine there will be disciplinary action up to termination.

A. By hiring persons who do not use tobacco products, the City of Milton intends to reduce the amount of lost productivity and lost work days due to poor health as a result of tobacco product usage.

B. Lost work days and decreases in productivity result in decreased efficiency. By hiring persons who do not use tobacco products, the department intends to increase efficiency and insure that services relative to public safety are not affected as a result of absenteeism and limited activity due to poor health as a result of the use of tobacco products.

V. NICOTINE TESTING

A. All potential employees hired after October 1, 2013 will have to take and pass a nicotine test for employment.

B. All Employees who participate in the City Health Plan will be tested for nicotine annually to establish any contributions he/she will have to pay towards his/her healthcare premium. Employees will be asked to sign a Tobacco Test Authorization stating he/she gives permission to release tobacco test results to the City. Employees who do not complete a tobacco screening or choose to use tobacco products will be required to pay up to 5% of their health insurance premium. In accordance to the Wellness Program

Policy, employees must comply with the wellness program in order to be given credit for participation (See 2.5 Wellness Program Policy). Employees that do not participate in the wellness program may be required to pay up to an additional 5% of their health insurance premium. Employees will be required to complete an online Health Risk Assessment (HRA).

Approved by: _____ Date: _____
City Manager



Agenda Item # 2023-187

WWTP Yearly Projections

MEETING DATE

February 17, 2022

PREPARED BY

Heidi Sroka, Budget
Coordinator

BACKGROUND

WWTP Yearly Projections

SUMMARY

Financial Projections indicate successful operation of both Waste Water Treatment Plants concurrently.

RECOMMENDATION

Please review projections for operation of existing and new WWTP plants

ATTACHMENTS

1. WWTP Yearly Projection
2. WWTP Yearly Projection Reduced Customers
3. WWTP Yearly Projection With no Housing-Comm
4. WWTP Potential customer base

PROJECTED REVENUE AND EXPENSE FOR EXISTING AND NEW WASTEWATER TREATMENT PLANTS

	<u>Existing Budget</u>	<u>Existing FY 2023</u>	<u>Existing FY 2024</u>	<u>Existing FY 2025</u>	<u>New FY 2025</u>	<u>Existing FY 2026</u>	<u>New FY 2026</u>	<u>Existing FY 2027</u>	<u>New FY 2027</u>
REVENUE									
Intergovernmental	-								
Charges for Services									
Penalties	92,650	97,300	101,200	105,250	25,000	108,400	30,000	111,600	35,000
Sewer Revenue	4,391,649	4,707,923	4,996,800	3,841,617	2,068,727	3,965,842	2,510,856	4,094,063	2,626,324
Sewer Connects	109,000	150,000	150,000	150,000	230,000	50,000	250,000	50,000	100,000
Sundial Labor Charge	20,000	20,000	20,000	20,000		20,000		20,000	
Misc	10,000	10,000	10,000	10,000	5,000	10,000	5,000	10,000	5,000
Transfers									
TOTAL	<u>4,623,299</u>	<u>4,985,223</u>	<u>5,278,000</u>	<u>4,126,867</u>	<u>2,328,727</u>	<u>4,154,242</u>	<u>2,795,856</u>	<u>4,285,663</u>	<u>2,766,324</u>
EXPENSE									
Personal Services	572,202	600,812	624,845	649,838	525,000	669,333	540,750	689,413	556,973
Operating Expenses									
Prof Svcs - Engineering	22,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Accting & Auditing	4,855	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Other Contr Svcs	56,207	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000
Payment in Lieu of Taxes	139,195	146,155	152,001	158,081	150,000	162,823	154,500	167,708	159,135
Travel & Per Diem	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Comm Svcs	14,000	14,000	15,000	15,000	12,000	16,000	13,000	16,000	14,000
Utility Svcs	250,000	200,000	200,000	200,000	200,000	210,000	200,000	210,000	200,000
Insurances & Bonds	139,864	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Rentals & Leases	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
R&M	250,000	250,000	250,000	250,000	75,000	250,000	75,000	250,000	150,000
Advert & Promo	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Misc Exp - Uniforms	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400
Misc Exp - Gas & Oil	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Misc Exp - Lab Svc	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Misc Exp - State Permit Fees	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Misc Exp - Prop Tax	2,092	2,092	2,092	2,092	2,092	2,092	2,092	2,092	2,092
Misc Exp - IT Exp	13,868	13,868	14,284	14,713	14,713	15,154	15,154	15,609	15,609
Misc Exp - Billing & Adm	197,625	207,506	215,807	224,439	75,000	231,172	105,000	238,107	115,000
Operating Supplies	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
Dues & Subscrip/Training	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Debt Service									
Principal Expense	270,537	270,537	270,537	270,537	341,005	270,537	683,289	270,537	684,998
Interest Expense	66,085	66,085	66,085	66,085	17,473	66,085	33,665	66,085	31,956
TOTAL	<u>2,142,430</u>	<u>2,114,955</u>	<u>2,154,551</u>	<u>2,194,685</u>	<u>1,756,183</u>	<u>2,237,096</u>	<u>2,166,350</u>	<u>2,269,451</u>	<u>2,273,663</u>
NET	<u>2,480,869</u>	<u>2,870,268</u>	<u>3,123,449</u>	<u>1,932,182</u>	<u>572,544</u>	<u>1,917,146</u>	<u>629,506</u>	<u>2,016,212</u>	<u>492,661</u>
		5% + 300 new homes	4% + 300 new homes	4% + 300 new homes	4% + 475 new homes move corrections 2 new comm customer	3% + 25 new homes	3% + 476 new homes 2 new comm customer	3%+25 new homes	3%+ 50 new homes 1 new comm customer

PROJECTED REVENUE AND EXPENSE FOR EXISTING AND NEW WASTEWATER TREATMENT PLANTS WITH REDUCED CUSTOMER BASE

	<u>Existing Budget</u>	<u>Existing FY 2023</u>	<u>Existing FY 2024</u>	<u>Existing FY 2025</u>	<u>New FY 2025</u>	<u>Existing FY 2026</u>	<u>New FY 2026</u>	<u>Existing FY 2027</u>	<u>New FY 2027</u>
REVENUE									
Intergovernmental	-								
Charges for Services									
Penalties	92,650	97,300	101,200	105,250	25,000	108,400	30,000	111,600	35,000
Sewer Revenue	4,391,649	4,675,693	4,929,761	3,719,619	1,990,289	3,840,184	2,348,567	3,964,636	2,459,174
Sewer Connects	109,000	100,000	100,000	75,000	175,000	50,000	150,000	50,000	100,000
Sundial Labor Charge	20,000	20,000	20,000	20,000		20,000		20,000	
Misc	10,000	10,000	10,000	10,000	5,000	10,000	5,000	10,000	5,000
Transfers									
TOTAL	<u>4,623,299</u>	<u>4,902,993</u>	<u>5,160,961</u>	<u>3,929,869</u>	<u>2,195,289</u>	<u>4,028,584</u>	<u>2,533,567</u>	<u>4,156,236</u>	<u>2,599,174</u>
EXPENSE									
Personal Services	572,202	600,812	624,845	649,838	525,000	669,333	540,750	689,413	556,973
Operating Expenses									
Prof Svcs - Engineering	22,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Accting & Auditing	4,855	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Other Contr Svcs	56,207	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000
Payment in Lieu of Taxes	139,195	146,155	152,001	158,081	150,000	162,823	154,500	167,708	159,135
Travel & Per Diem	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Comm Svcs	14,000	14,000	15,000	15,000	12,000	16,000	13,000	16,000	14,000
Utility Svcs	250,000	200,000	200,000	200,000	200,000	210,000	200,000	210,000	200,000
Insurances & Bonds	139,864	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Rentals & Leases	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
R&M	250,000	250,000	250,000	250,000	75,000	250,000	75,000	250,000	150,000
Advert & Promo	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Misc Exp - Uniforms	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400
Misc Exp - Gas & Oil	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Misc Exp - Lab Svc	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Misc Exp - State Permit Fees	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Misc Exp - Prop Tax	2,092	2,092	2,092	2,092	2,092	2,092	2,092	2,092	2,092
Misc Exp - IT Exp	13,868	13,868	14,284	14,713	14,713	15,154	15,154	15,609	15,609
Misc Exp - Billing & Adm	197,625	207,506	215,807	224,439	75,000	231,172	105,000	238,107	115,000
Operating Supplies	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
Dues & Subscrip/Training	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Debt Service									
Principal Expense	270,537	270,537	270,537	270,537	341,005	270,537	683,289	270,537	684,998
Interest Expense	66,085	66,085	66,085	66,085	17,473	66,085	33,665	66,085	31,956
TOTAL	<u>2,142,430</u>	<u>2,114,955</u>	<u>2,154,551</u>	<u>2,194,685</u>	<u>1,756,183</u>	<u>2,237,096</u>	<u>2,166,350</u>	<u>2,269,451</u>	<u>2,273,663</u>
NET	<u>2,480,869</u>	<u>2,788,038</u>	<u>3,006,410</u>	<u>1,735,184</u>	<u>439,106</u>	<u>1,791,488</u>	<u>367,217</u>	<u>1,886,785</u>	<u>325,511</u>
		5% + 200 new homes	4% + 200 new homes	4% + 150 new homes	4% + 250 new homes move corrections 2 new comm customer	3% + 25 new homes	3% + 250 new homes 2 new comm customer	3%+25 new homes	3%+ 50 new homes 1 new comm customer

PROJECTED REV & EXP FOR EXIST & NEW WWTP W/O HOUSING INCREASE & COMMERCIAL INCREASE

	<u>Existing Budget</u>	<u>Existing FY 2023</u>	<u>Existing FY 2024</u>	<u>Existing FY 2025</u>	<u>New FY 2025</u>	<u>Existing FY 2026</u>	<u>New FY 2026</u>	<u>Existing FY 2027</u>	<u>New FY 2027</u>
REVENUE									
Intergovernmental	-								
Charges for Services									
Penalties	92,650	97,300	101,200	105,250	25,000	108,400	30,000	111,600	35,000
Sewer Revenue	4,391,649	4,611,231	4,795,681	3,469,501	1,459,622	3,573,586	1,503,411	3,680,794	1,548,513
Sewer Connects	109,000	0	0	0	0	0	0	0	0
Sundial Labor Charge	20,000	20,000	20,000	20,000		20,000		20,000	
Misc	10,000	10,000	10,000	10,000	5,000	10,000	5,000	10,000	5,000
Transfers									
TOTAL	4,623,299	4,738,531	4,926,881	3,604,751	1,489,622	3,711,986	1,538,411	3,822,394	1,588,513
EXPENSE									
Personal Services	572,202	600,812	624,845	649,838	525,000	669,333	540,750	689,413	556,973
Operating Expenses									
Prof Svcs - Engineering	22,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Accting & Auditing	4,855	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Other Contr Svcs	56,207	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000
Payment in Lieu of Taxes	139,195	146,155	152,001	158,081	150,000	162,823	154,500	167,708	159,135
Travel & Per Diem	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Comm Svcs	14,000	14,000	15,000	15,000	12,000	16,000	13,000	16,000	14,000
Utility Svcs	250,000	200,000	200,000	200,000	200,000	210,000	200,000	210,000	200,000
Insurances & Bonds	139,864	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Rentals & Leases	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
R&M	250,000	250,000	250,000	250,000	75,000	250,000	75,000	250,000	150,000
Advert & Promo	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Misc Exp - Uniforms	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400
Misc Exp - Gas & Oil	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Misc Exp - Lab Svc	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Misc Exp - State Permit Fees	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Misc Exp - Prop Tax	2,092	2,092	2,092	2,092	2,092	2,092	2,092	2,092	2,092
Misc Exp - IT Exp	13,868	13,868	14,284	14,713	14,713	15,154	15,154	15,609	15,609
Misc Exp - Billing & Adm	197,625	207,506	215,807	224,439	25,000	231,172	25,000	238,107	25,000
Operating Supplies	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
Dues & Subscrip/Training	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Debt Service									
Principal Expense	270,537	270,537	270,537	270,537	341,005	270,537	683,289	270,537	684,998
Interest Expense	66,085	66,085	66,085	66,085	17,473	66,085	33,665	66,085	31,956
TOTAL	2,142,430	2,114,955	2,154,551	2,194,685	1,706,183	2,237,096	2,086,350	2,269,451	2,183,663
NET	2,480,869	2,623,576	2,772,330	1,410,066	-216,561	1,474,890	-547,939	1,552,943	-595,150
		5% + 0 new homes	4% + 0 new homes	4% + 0 new homes	4% + 0 new homes move corrections 0 new comm customers	3% + 0 new homes	3% + 0 new homes 0 new comm customers	3%+0 new homes	3%+ 0 new homes 0 new comm customers

** This projection includes no new homes or industrial customers and only switching the correctional customers over to the new WWTP.

CRITERIA USED TO DEVELOP THE PROJECTIONS FOR NEW WWTP INCOME

<u>Development/Developer</u>	<u>Total # Homes</u>	<u># New WWTP</u>	<u>Rate</u>		<u>Income</u>			
Yellow River Ranch	600	200						
Blackwater Reserves	403	200						
Buckshot	172	120						
Reserves @ Milton	300	300						
RV Park - Cruz	333	133						
Potential new homes		953	25.58/mo	<u>2022</u> 306.96/yr x953 homes =	\$292,533	<u>2025</u> 29.05	<u>2026</u> 29.92	<u>2027</u> 30.82
County commercial usage	80,000 gallon		7.70 per ths gl	80000x30 days=2,400,000x12=28,800,000/1000=28,800x7.70=	\$221,760			
Potential addt'l county comm use**	100,000 gallon		" "	100000x30 days=3,000,000x12=36,000,000/1000=36,000x7.70=	\$277,200			
Industrial Park customers 5@10,000/day	50,000 gallon		" "	50000x30 days=1,500,000x12=18,000,000/1000=18,000x7.70=	\$138,600			
					Total	\$930,093		

Estimated Income for years after completion of WWTP**2025 Value**

50% of housing from Development	\$165,585
100% County commercial usage	\$221,760
50% Addt'l county usage	\$138,600
40% Industrial Park	\$83,160
5 East Milton Prison/Jail Accounts	\$1,459,622
Total	\$2,068,727

These projections are based on inflation increases of 5% in 2023, 4% in 2024, 4% in 2025, 3% in 2026 & 3% in 2027.

2026 Value

100% of housing from Development	\$342,165
100% County commercial usage	\$221,760
100% Addt'l county usage	\$277,200
80% Industrial Park	\$166,320
5 East Milton Prison/Jail Accounts	\$1,503,411
Total	\$2,510,856

2027 Value

100% of housing from Development	\$370,950
100% County commercial usage	\$221,760
100% Addt'l county usage	\$277,200
100% Industrial Park	\$207,900
5 East Milton Prison/Jail Accounts	\$1,548,514
Total	\$2,626,324



Agenda Item # 2022-192

Piggyback Santa Rosa County's Asphalt Paving bid.

MEETING DATE

February 17, 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 City needs an Asphalt Vendor for paving roads and projects.

SUMMARY

Santa Rosa County: ITB 21-062 Asphalt Services
Pricing: Various
Vendor: Panhandle Paving & Grading, Inc.

RECOMMENDATION

Request Council waive the bid process and approve piggyback off Santa Rosa County's bid for Asphalt Paving to Panhandle Grading & Paving, Inc.

ATTACHMENTS

1. Asphalt Contract SRC and Panhandle
2. Email approvals to Piggyback

CONSTRUCTION AGREEMENT BETWEEN
SANTA ROSA COUNTY, FLORIDA
AND PANHANDLE GRADING & PAVING, INC.
(Federal Funding)

THIS AGREEMENT is dated as of the 9th day of November in the year 2021 by and between Santa Rosa County, a political subdivision of the state of Florida (hereinafter called County) and Panhandle Grading & Paving, Inc. (hereinafter-called 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. County has sole discretion on the assignment of such Work. The Work is generally described as follows:

Asphalt Construction Services ("Services" or "Work")

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 specified in each assigned Task Order commences to run, and completed and ready for final payment within 30 calendar days after the date when the Contract Times cease 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 written extensions 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	10	Daily Rate as Referenced on ITB 21-062
Entire Project	Issuance of Task Order	TBD	Daily Rate as Referenced on ITB 21-062

Article 3. TERM AND RENEWAL.

The term of this Agreement shall begin upon approval of the Board of County Commissioners and shall continue for a period of One (1) Year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Article 10 of this Agreement. The terms of Article 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two, one year renewals.

Article 4. 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 \$ 5,200,000.00 as per the attached Contractor bid.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer.

Article 5. 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.

5.1 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 paragraphs 5.1.1 and 5.1.2 below. 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.

5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or County may withhold.

95 % of Work completed (with the balance being retainage). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of Work completed (with the balance being retainage).

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). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to County).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or County may withhold..

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

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

5.2.1 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.

5.3 Payments Withheld

5.3.1 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:

5.3.1.1 Defective Work not remedied;

5.3.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

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

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

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

5.3.1.6 Unsatisfactory prosecution of the Work by the Contractor;

- 5.3.1.7 Failure to provide accurate and current "As-Builts"; or
- 5.3.1.8 Any other material breach of the Contract Documents.

5.3.2 If these conditions in Subsection 5.3.1 are not remedied or removed, the County may after three (3) calendar 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 6. CONTRACTOR'S REPRESENTATIONS.

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

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7 Addendum #1 for ITB 21-062 Asphalt Services) and the other related data identified in the Project Documents including "technical data."

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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 7. CONTRACT DOCUMENTS

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

- 7.1 This Agreement
- 7.2 Exhibit A- ITB 21-062 and Contractor's Bid
- 7.3 Exhibit B- Civil Rights Clauses
- 7.4 Exhibit C- Scrutinized Contractors Certificate
- 7.5 Exhibit D-Insurance Requirements
- 7.6 Exhibit E-Special Conditions – Additional Federal Requirements
- 7.7 Any other documents necessary to clarify and memorialize the agreement between Contractor and County.

Article 8. 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:

- 8.1 Keep and maintain public records required by the County to perform the service.
- 8.2 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.
- 8.3 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.
- 8.4 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 County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor 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 County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Article 9. 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 10. 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 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 11. 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 12. MISCELLANEOUS.

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

12.2 No assignment by a Party of any rights under or interests in the Contract Documents will be binding on another Party hereto 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.

12.3 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.

12.4 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

12.5 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 13. 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 14. 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 15. 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 the 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 Article 7, Subsections A-E 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 16. 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 17. 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 18. 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 and subcontractors. Under no circumstances shall Contractor or any of Contractor's employees or subcontractors look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees and 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 19. 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 20. 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 the Work 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 21. 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 22. 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 23. INCONSISTENCIES AND ENTIRE AGREEMENT.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached, 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 Section 7.

Article 24. 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 25. ENTIRE AGREEMENT.

This Agreement and Exhibits A through E 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 26. 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.

Article 27. PROCUREMENT OF RECOVERED MATERIALS

Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

Article 28. DEBARMENT AND SUSPENSION

1. Contractor as part of the procurement response, Attachment "A", has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

Article 29. MINORITY/WOMEN'S BUSINESS ENTERPRISES

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

Article 30. SPECIAL CONDITIONS -- ADDITIONAL FEDERAL REQUIREMENTS.

As some or all of the Services to be provided under this Agreement may be funded with federal funds, Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated by reference.

Article 31. GRANT OR AGREEMENT REQUIREMENTS

Through the course of this Agreement, the County may be awarded State or Federal grants that may fund some or all of the Services to be provided under this agreement. Contractor will be provided a copy of the executed grant agreement and agrees to comply with all the requirements of the grant agreement.

Article 32. ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS CONTRACT:

1. The Contractor agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

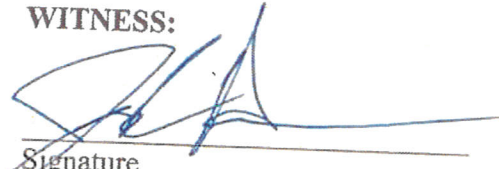
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

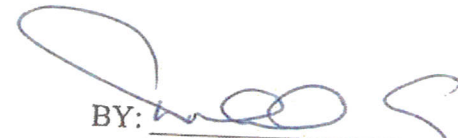
IN WITNESS WHEREOF, County, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to County, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by County, and Contractor, or identified by Engineer on their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

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

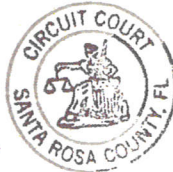
WITNESS:


Signature

Josh Hamner
Print Name

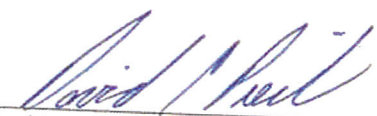
BY: 
Donald Long, Vice President

ATTEST:



SANTA ROSA COUNTY, FLORIDA


Donald C. Spencer, Clerk of Court

BY: 
David C. Piech, Chairman

BID FORM
ASPHALT PAVING SERVICES

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

Date: 10/27/2021

The undersigned agrees to furnish material, equipment, labor, and incidentals for the placement of asphalt, milling of existing asphalt, and placing of bituminous crack relief layer in accordance with conditions and specifications as outlined and attached hereto to job completion.

The undersigned agrees and understands that this price as quoted includes material to be used, transport, placement, compaction, and finishing the job to completion. It also includes the labor and equipment necessary for the project.

The undersigned agrees to furnish asphaltic concrete, Type SP-12.5 Traffic Level C and SP-9.5, Traffic Level C loaded on county trucks at a plant site within 25 miles of the Public Works Department at 6075 Old Bagdad Highway, Milton, FL 32583.

The undersigned agrees to furnish equipment, labor, and supervision for milling of existing asphalt pavement. The contractor shall meet all specifications in Section 327 of the latest edition of the Florida Department of Transportation Standard Specification for Road and Bridge Construction unless otherwise approved by the Santa Rosa County Public Works Director or their designee.

The undersigned agrees to furnish material, equipment, and labor for construction of a bituminous crack relief layer and understands that the price as quoted includes the use, hauling, placing, compacting, and finishing of material to job completion. The contractor shall meet all specifications in Section 312 of the 2000 edition of the Florida Department of Transportation Standard Specification for Road and Bridge Construction unless otherwise approved by the Santa Rosa County Public Works Director or their designee.

The undersigned is able to furnish at minimum a \$100,000 Performance and Payment Bond, should one be required.

Name & Address of Bidder Panhandle Grading & Paving, Inc.
2665 Solo Dos Familiaf
Pensacola, FL 32534

Asphalt provided and installed by Contractor:

Asphaltic Concrete: Type SP-12.5, Traffic Level C \$ 81.40 per ton in place (new roads)
Asphaltic Concrete: Type SP-12.5, Traffic Level C \$ 81.40 per ton in place (resurfacing)
Asphaltic Concrete: Type SP-12.5, Traffic Level C \$ 85.60 per ton in place (parking lots)
Asphaltic Concrete: Type SP-12.5, Traffic Level C \$ 81.40 per ton in place (widening)
Asphaltic Concrete: Type SP-9.5, Traffic Level C \$ 82.40 per ton in place (resurfacing)
Asphaltic Concrete: Type SP-9.5, Traffic Level C \$ 86.60 per ton in place (parking lots)
Asphaltic Concrete: Type SP-9.5, Traffic Level C \$ 82.40 per ton in place (widening)
Asphaltic Concrete: Type SP-9.5, Traffic Level C \$ 84.40 per ton in place (leveling)
Asphaltic Concrete: Sand Asphalt \$ 79.00 per ton in place (leveling)
Asphaltic Concrete: Type FC-9.5 \$ 102.40 per ton in place (Finish Course)

Asphalt supplied to County and hauled by County Trucks:

Asphaltic Concrete: Type SP-12.5, Traffic Level C \$ 65.00 per ton
Asphaltic Concrete: Type SP-9.5, Traffic Level C \$ 65.00 per ton
Asphaltic Concrete: Sand Asphalt \$ 65.00 per ton
Asphaltic Concrete: Type FC-9.5 \$ 92.00 per ton

Milled Material is loaded onto County trucks and becomes property of Santa Rosa County:

Milling depth of 1-inch \$ 1.50 per square yard
Milling depth of 1½-inches \$ 1.50 per square yard
Milling depth of 2-inches \$ 1.75 per square yard

Milled Material becomes property of the contractor:

Milling depth of 1-inch \$ 1.50 per square yard
Milling depth of 1½-inches \$ 1.50 per square yard

Milling depth of 2-inches \$ 1.75 per square yard

Bituminous Crack Relief:

Bituminous Crack Relief Layer \$ 3.90 per square yard

Widening Excavation:

Widening Excavation \$ 23.50 per cubic yard

Plant Location(s): Milton Plant - 6108 Wastle Rd. Milton, FL 32583

Quintette Plant - 55 E. Quintette Rd. Cantonment, FL 32533

Donald Long, Vice President

(850) 478-5250

Company Representative Printed Name

Telephone

Company Representative Signature

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

Diane Ebentheuer

*Approval to use SRC (Piggyback)
Contract*

From: Haley Hamner <haley@panhandlegradingandpaving.com>
Sent: Wednesday, February 9, 2022 4:15 PM
To: Diane Ebentheuer
Subject: RE: Panhandle Grading & Paving Renewal Contract

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.

Hi Diane,

Yes,
I received Donald's approval for piggybacking SRC the contract.

Thank you,

Haley Hamner

Panhandle Grading & Paving, Inc.
GRP III Asphalt, Inc.
Phone 850.478.5250
Fax 850.262.0170

Email: Haley@panhandlegradingandpaving.com
www.PanhandleGradingandPaving.com



From: Diane Ebentheuer <debentheuer@miltonfl.org>
Sent: Wednesday, February 9, 2022 3:51 PM
To: Haley Hamner <haley@panhandlegradingandpaving.com>
Subject: Panhandle Grading & Paving Renewal Contract

Donald Long (Haley)
Please respond "yes" back to this email if you wish to allow us to piggyback the contract (and pricing) you have with Santa Rosa County. (see Attached) we have received approval from SRC to piggy back from the contract and only need your approval.

Thank you,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER

Diane Ebentheuer

Approval to use SRC (Piggyback Contract)

From: Lyndsey Gibson <LyndseyG@santarosa.fl.gov>
Sent: Wednesday, February 9, 2022 8:02 AM
To: Diane Ebentheuer
Cc: Procurement Department
Subject: RE: Annual Asphalt Paving and Resurfacing Bid

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.

Good Morning Diane,

Attached is the new contract with Panhandle Grading and Paving for Asphalt Services.  [Agreement with Panhandle Grading and Paving ITB 21-062-FINAL.pdf](#)

If you need anything else please do not hesitate to reach out to me.

Thank you and have a wonderful day!

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: Tuesday, February 8, 2022 12:47 PM
To: Lyndsey Gibson <LyndseyG@santarosa.fl.gov>
Subject: Annual Asphalt Paving and Resurfacing Bid

Hi Lyndsey,
Did SRC rebid the June 2018 Asphalt Paving and Resurfacing Annual Contract that was awarded to Panhandle Paving & Grading in August 2018??

Thank you,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
City of Milton



Agenda Item # 2022-193

Bid Opening for ITB 2022.02 JPA Landscaping US 90

MEETING DATE

February 17, 2022

PREPARED BY

Diane Ebentheuer, Purchasing
Agent/Risk Manager

BACKGROUND

The City solicited bids for Landscaping the Medians on US 90 (from Avalon Blvd. to Stewart St.) This is a JPA Grant Project.

SUMMARY

Bid opening was held 01/19/2022. 4 bids were received ranging in price from \$38,610. to \$56,814.54.

RECOMMENDATION

Staff have reviewed the 4 submitted bids and recommends award to Ken Griffin Landscape Contractors, Inc. in the amount of \$38,610.00.

ATTACHMENTS

1. 2022.02 JPA Landscaping Bid Tab and Submittals
2. Department Recommendation for Landscaping Medians



BID TABULATION

01/19/2022 2:00 p.m.

Present for the City of Milton:

Diane Ebentheuer
Michele Williams
Curtis Krebs
Lee Willingham

Purchasing Officer
Purchasing Assistant
Chief Financial Officer
Landscaping Department Head

Others in attendance:

Kyle Brown
Cheryl McAlarney

Gulf Coast Environmental Contractors, Inc.
East Bay Landscaping & Irrigation, Inc.

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

ITB 2022.02 JPA Landscaping Medians (Avalon to Stewart Street)

(click on name for bid submittal)

1	Ken Griffin Landscape Contractors, Inc.	\$	38,610.00
2	East Bay Landscaping & Irrigation, Inc.	\$	39,706.16
3	B&C Nursery	\$	53,180.00
4	Gulf Coast Environmental Contractors, Inc.	\$	56,814.54

Diane Ebentheuer

Department Recommendation

From: Lee Willingham
Sent: Tuesday, February 1, 2022 11:52 AM
To: Diane Ebentheuer
Subject: JPA approval

Diane,

Please consider this email as approval for Ken Griffin Landscape as the awarded bid for JPA #220364-2-58-01. They are the lowest bid at \$38,610. Let me know if you need any thing else.

Thanks,

Lee Willingham
Landscape Dept. Head
850-291-4190

Under Florida's public records laws, the City of Milton's emails may be considered public record and subject to inspection or disclosure to the public. If you do not wish to have your emails possibly disclosed to the public, please do not communicate with the City of Milton through email.



Agenda Item # 2023-194

City of Milton Board Vacancies

MEETING DATE

February 17, 2022

PREPARED BY

Melissa Short, Admin
Assistant/Permit Clerk

BACKGROUND

SUMMARY

At this time, staff has no new applications on file for any boards that currently have vacancies. Attached are the current boards with vacancies.

RECOMMENDATION

Information only.

ATTACHMENTS

1. Board Vacancies Updated

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.

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.



Agenda Item # 2023-195

Special Event Permit Application - SRC National Day of Prayer Observance

MEETING DATE

February 17, 2022

PREPARED BY

Stephen Prestesater, Director
of Public Relations

BACKGROUND

The Santa Rosa County National Day of Prayer is traditionally held in Downtown Milton on the front lawn of the Courthouse. As the Santa Rosa Courthouse is expected to move to its new location off of Avalon, the event organizers have asked to hold the event at Jernigan's Landing and request in-kind support from the city for the use of the location.

SUMMARY

The Santa Rosa County National Day of Prayer Observance is to be held on May 5, 2022, at 11 AM. This annual event draws a crowd of roughly 100 to 200 individuals. The event organizers are local pastors, William Wright & Steve Warren. The setup for the program is managed by the event organizers with equipment being brought in from local churches. Access to power, use of the location, and city insurance are all that is requested for this event. The event organizers completed the City's Outside Agency Funding Application, officially requesting In-Kind support from the city, and have met with staff to go over the event and all its details.

RECOMMENDATION

Staff recommends approval of this event.

ATTACHMENTS

1. Special Event Permit Application - SRC National Day of Prayer May 5 2022
2. Outside Agency Funding Application - SRC National Day of Prayer May 5 2022
3. Site Map - SRC National Day of Prayer May 5 2022



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL, 32570

850-983-5400 pio@miltonfl.org

Instructions:

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

Applicant & Event Organizer Information

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

Name of Organization: Santa Rosa County National Day of Prayer Committee

Address: P.O. Box 812 City: Milton

Phone: (850) 981-0560 Email: pastor@biblewaybaptistministries.com

Event POC: Pastor William Wright / Pastor Steve Warren

Phone: (850) 981-0560 / 850-287-6248 Email: warren.sdw@gmail.com

Event Information

- ☐ Concert ☐ Park Festival ☐ Street Festival ☐ Parade/ Procession
☐ Run/ Walk ☐ Sporting Event ☐ Sale/ Market ☐ Private Event/ Wedding
☒ Other National Day of Prayer Observance

Event Name: Santa Rosa County National Day of Prayer Observance

Event website/ Event Page: N/A

Event Location: Jernigan's Landing Event Date(s) 5/5/22 to _____

Time of Event: Day 1 1200 to 1245 (Day 2 - Optional) _____ to _____

Setup Date & Time: 5/5/22 at 11:00 Teardown Date & Time: 5/5/22 at 12:45

Estimated Attendance: 200 Is the Event Free to attend? ☒ YES ☐ NO

Special Event Questionnaire

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

- | | | | |
|--|----------|---|--|
| Will a City park be utilized? | (page 3) | ☒ YES | ☐ NO |
| Will equipment from the City of Milton be needed? | (page 3) | ☐ YES | ☒ NO |
| Will you need the City's Stage? | (page 3) | ☐ YES | ☒ NO |
| Will there be amplified sound? | (page 4) | ☒ YES | ☐ NO |
| Will you need the City's portable restroom? | (page 3) | ☐ YES | ☒ NO |
| Will tents larger than 10'x10' be erected? | (page 4) | ☒ YES | ☐ NO |
| Will inflatable bounce houses be erected? | (page 4) | ☐ YES | ☒ NO |
| Will you be using water slides? | (page 4) | ☐ YES | ☒ NO |
| Will you need City Dumpsters/ Trashcans? | (page 3) | ☐ YES | ☒ NO |
| Will there be fireworks? | (page 4) | ☐ YES | ☒ NO |
| Will vendors be selling merchandise, food, or wares? | (page 4) | ☐ YES | ☒ NO |
| Will food be cooked at the event? | (page 4) | ☐ YES | ☒ NO |
| Will alcohol be sold or given away at this event? | (page 4) | ☐ YES | ☒ NO |
| Will animals/ pets be allowed at the event? | (page 4) | ☐ YES | ☒ NO |
| Will you be using State or County Roads? | (page 4) | ☐ YES | ☒ NO |
| Will temporary No Parking Signs be utilized? | (page 4) | ☐ YES | ☒ NO |
| Will EMT be on site? | (page 3) | ☐ YES | ☒ NO |
| Will you need security? | (page 3) | ☐ YES | ☒ NO |
| Will you require power on-site? | (page 3) | ☒ YES | ☐ NO |
| Will you require water on-site? | (page 3) | ☐ YES | ☒ NO |

If you have answered YES to any of these questions, please see page 3-4 and select the items you request to use.

Do you have a Marketing Plan and if so, how will you notify surrounding businesses/ residents of your event? _____

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

☐ YES ☐ NO

City Fee Sheet

(City Fees are the fixed cost for the use of its facilities, licenses, insurance, parks, equipment, etc.)

Location(s)/ Facility used at event:

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

Requested Items:

QTY

QTY

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

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

- | | |
|---|---------------------|
| ☐ Parade Package (including Police, Public Works, Planning, signage & street closures) | \$1,000(np only)*** |
| ☐ Parade Package ("") – For-Profit Organization | \$2500 |

(Parade package requires event organizers to complete all necessary documents, schedule pre & post event meetings with city staff, provide a detailed map of the starting point, route, and end point, provide alternate dates, provide certificate of insurance for the event, and written approval for use from all parties in which the event will take place.)

Parades that utilize a state road will require a FDOT permit for use and can take months to receive.

*Published music, movies, and other electronic art forms are protected by US Copyright and Trademark laws. Unauthorized use of copyrighted work is illegal. **Must be free event, open to the public and located within the City Limits to access the City's ASCAP, BMI and SESAC License. *** np only stands for Non-profits only.

Ordinances & Special Requests

Tourism District and Downtown Milton Special Requests:

NOTE: Tourism District Special Request Applications must be received by the city sixty (60) days prior to the event. Events with Alcohol must submit ninety (90) days prior to the event.

I hereby request waiver of the following ordinances: **(only available in the Tourism District)**

- ☐ Open Container Ordinance (Section 6-27)
- ☒ Noise Ordinance (LDR Section III-5.16)
- ☐ Animal Control Ordinance (Section 4-37(b))
- ☐ And/ or other Ordinance _____

I hereby request the following regarding the Blackwater River:

- ☐ Activate Boating Restricted Areas
- ☐ Activate 24-hour docking at the Riverwalk

I hereby request the use of Fireworks in the City of Milton:

- ☐ By selecting this box, you must complete the City of Milton Fireworks Display Permit Application

**note – Fireworks are subject to approval by the City Fire Chief and must be done by a licensed and insured pyrotechnics professional. Additional information will be provided.*

Time Period from when these requests will take place:

From: _____ Date: _____ To: _____ Date: _____

I hereby request that vendors be allowed to sell their wares at the event. All vendors know they must abide by all federal, state, county, and local laws regarding resell, sell of their ware. All vendors have their applicable license's available if requested. City will not be held liable. ☐ YES ☐ NO

Will this event require Road Closures? ----- ☐ YES ☐ NO

Stewart Street requires a separate FDOT application. A scheduled meeting with the Planning Department is required for a State Road Closure. Ensure you have your date/ time confirmed prior to submitting your information. The City will assist.

If so, please list street names:

- 1) _____ 2) _____
- 3) _____ 4) _____

Is this an annual Event? ☐ YES ☐ NO

If YES, list the date(s) requested for next year. Please note that requesting the date(s) on this application does not guarantee a hold or act as a confirmation of the requested date(s).

Requested event date(s): _____ Alternative Date(s): _____

Additional Documents Required with Application

All events require an Event Site Map and copy of Insurance Certificate's 10 days prior. Below are additional documents that may be required to be submitted with the application. Application will be considered incomplete without these documents.

For additional information on what is required please contact the Administrative Office at City Hall.



Event Site Map



Event Race Route Map



Parade Route & Alternate

Event organizers must provide a site map with vendor locations, portable restrooms, run/ walk route, etc. at the time this application is submitted. A detailed listing of all services is required for public awareness & safety.



Insurance Certificate(s)



Fireworks Application



Other (any other agency)



Tax Exempt Certificate and 501(c)3 Documentation *(if the entity is claiming tax exempt and/ or non-profit status)*

Rules & Regulations

Application Dates:

- The permit application process should begin at least 60 days prior to the event date. 90 days if alcohol is to be sold or given away. Parade application process should allow 6 months.
- Once all documents have been submitted, City Staff will schedule a meeting to review all information and ensure event organizers have met all requirements. Staff will at this time develop an Agenda Analysis for Councils review. Council will be informed during the Committee of the Whole meeting. This meeting takes place the third Thursday of every month.
- Each event will require Council's approval and organizers should attend *(if requesting support)*.

Cancellation Policy:

- Event application fees are non-refundable if the event is cancelled by the applicant.
- Although event application fees are non-refundable, if an event is cancelled due to inclement weather, the fee may be credited towards an alternate date. Event Organizers must inform the Office of Economic Development when cancelling any event. An alternate date must take place within one year of the original event date.

ADA Accessibility Guidelines:

- Event Organizers must make the event accessible to people with disabilities to the greater extent possible in compliance with the requirements of the American with Disabilities Act (ADA).
- Accessible parking must also be provided for persons with Disabilities. Information regarding accessible parking locations should be included as part of the event site map.

Clean-Up:

- It is understood that clean-up will be performed immediately following the event. Event site must be returned to its pre-event state. Failure to adequately clean-up event site may result in a fee. Adequacy of clean-up will be assessed by City of Milton Code Enforcement.

Hold Harmless Agreement

For and in consideration of having been granted permission by the City of Milton to hold a Special Event within the City of Milton limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the City of Milton, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the City of Milton, its subsidiaries, or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this _____ day of _____ in 20____

Name of Special Event Santa Rosa County National Day of Prayer

Date(s) of Special Event Thursday, May 5, 2022

Name of Organization Santa Rosa County National Day of Prayer Committee

Event Organizers Name Pastor William Wright / Pastor Steve Warren

Address of Organization P.O. Box 812, Milton, FL 32572

Phone Number (850) 981-0560 / (850) 287-6248

Email pastor@biblewaybaptistministries.com / warren.sdw@gmail.com

Printed Name

Signature

Pastor Steve Warren



Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



Outside Agency Funding Application

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

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

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

Name of Organization: Santa Rosa County National Day of Prayer Committee

Address: P.O. Box 812, Milton, FL 32572

Name of Representative: Pastor William Wright / Pastor Steve Warren

Telephone: (850) 981-0560 / (850) 287-6248 Cell Phone: _____

Email: pastor@biblewaybaptistministries.com / warren.sdw@gmail.com

Name of Event/Activity/Project/Program: Santa Rosa County National Day of Prayer

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

Are you incorporated? YES NO

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

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

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

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

OUTSIDE APPLICANT REQUEST

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

TOTAL AMOUNT OF FUNDING REQUESTED

\$ 0

*Published music, movies, and other electronic art forms are protected by US Copyright and Trademark laws. Unauthorized use of copyrighted work is illegal.

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

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

The Santa Rosa County National Day of Prayer Committee has hosted the annual Santa Rosa County National Day of Prayer Observance for more than 30 years. This event has been held on the first Thursday of May each year in coordination with the National Day of Prayer as designated by Presidential Declaration. This event has traditionally been held on the Santa Rosa County Courthouse Lawn, with the cooperation and permission of the Santa Rosa County Commission. With the eminent relocation of the Santa Rosa County Courthouse from its downtown Milton location, the Committee is seeking an alternative location to carry on the long-standing tradition in downtown Milton.

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

The annual Santa Rosa County National Day of Prayer Observance affords an opportunity for county residents to gather in public and offer prayer on behalf of the “Seven Pillars of Payer”: Government Leaders, Pastors and Churches, Military, Families, Media, Schools and youth, and Businesses. The National Day of Prayer was established as an annual event in 1952 by a joint resolution of the United States Congress and signed into law by President Harry S. Truman. The observance of the National Day of Prayer is founded on the constitutional rights of freedom of speech and freedom of religion and can be celebrated by all Americans. This event typically involves roughly a dozen speakers and attracts around 200 attendees.

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

We are only asking the City to provide in-kind sponsorship to cover the costs of the site use and insurance coverage for event.

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

The annual Santa Rosa County National Day of Prayer Observance affords an opportunity for county residents to gather in public and offer prayer on behalf of the “Seven Pillars of Payer”: Government Leaders, Pastors and Churches, Military, Families, Media, Schools and youth, and Businesses.

BUDGET

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

FY17-18 N/A	FY18-19 N/A	FY19-20 N/A	FY20-21 N/A	FY21-22 N/A
-----------------------	-----------------------	-----------------------	-----------------------	-----------------------

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

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

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

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

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

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

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

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

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

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

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

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

PARTICIPANTS

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

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

INSTRUCTIONS

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

Mail to:

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

Hand Deliver to:

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

Email to: espears@miltonfl.org

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

CONDITIONS OF FUNDING

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

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

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

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

REQUIRED DOCUMENTATION

(If Applicable)

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

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

DEFAULT

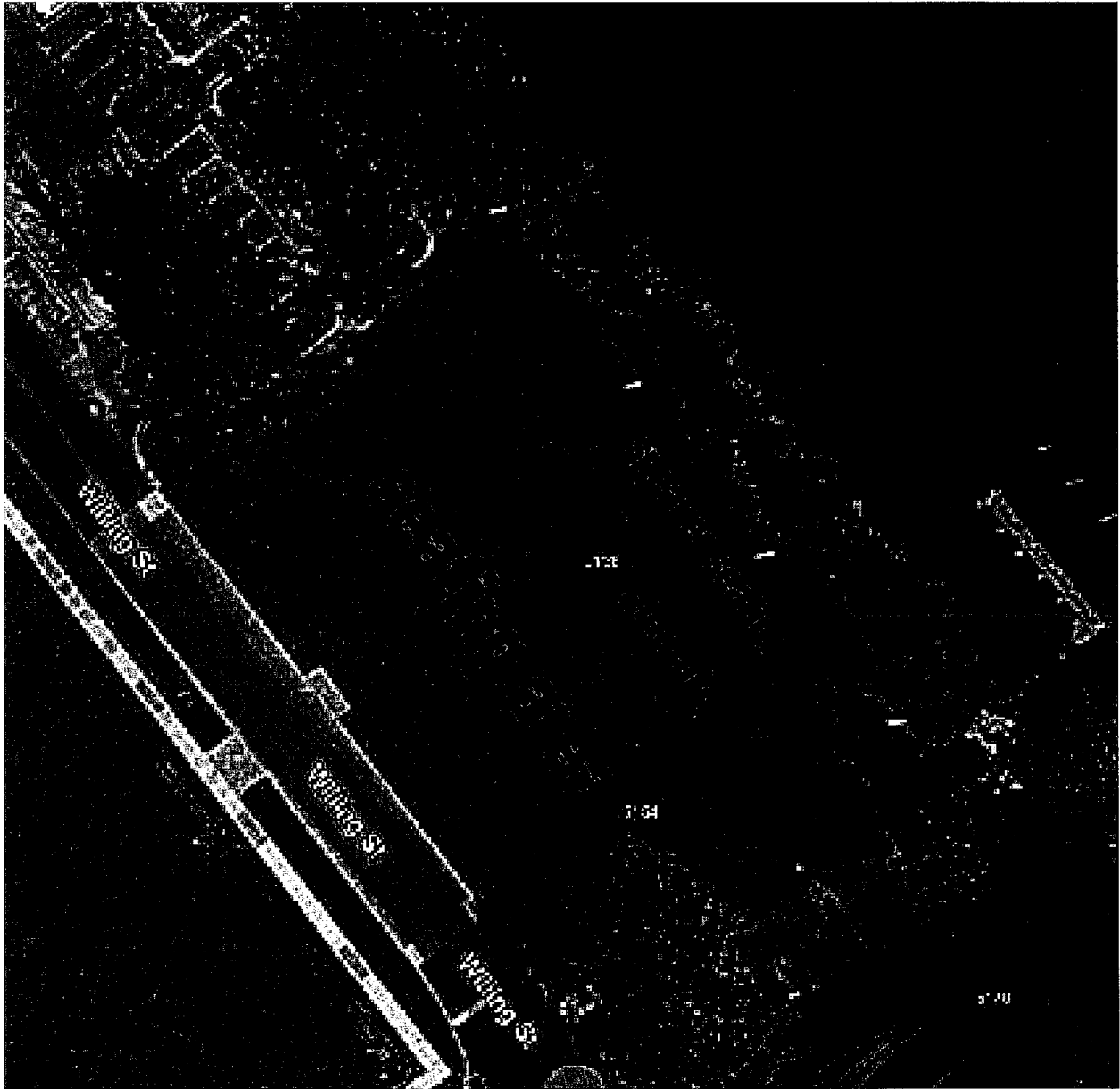
In addition to noncompliance with the above described conditions, default shall occur if one or more of the following takes place:

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

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

Santa Rosa County National Day of Prayer Observance layout at Jernigan's Landing

May 5, 2022



+



Agenda Item # 2023-189

Public Safety Training Facility

MEETING DATE

February 17, 2022

PREPARED BY

John Reble, Fire Chief

BACKGROUND

Proposed training building will provide a joint-use training facility to meet the training needs of both Police and Fire Departments, with resources and capacity to provide training for other city departments and allow for inter-jurisdictional training opportunities.

Facility will be designed to be versatile and provide a wide array of training scenarios for both agencies. Proposed facility will help meet state and national training requirements

SUMMARY

Once site work, utilities and paving are completed, work will be initiated on design, permitting and construction of the proposed training building.

RECOMMENDATION

Proceed with development of Public Safety Joint-use Training Facility

ATTACHMENTS

1. Public Safety Training Facility 2



Public Safety Training Facility



Public Safety Training Facility

❖ Proposal:

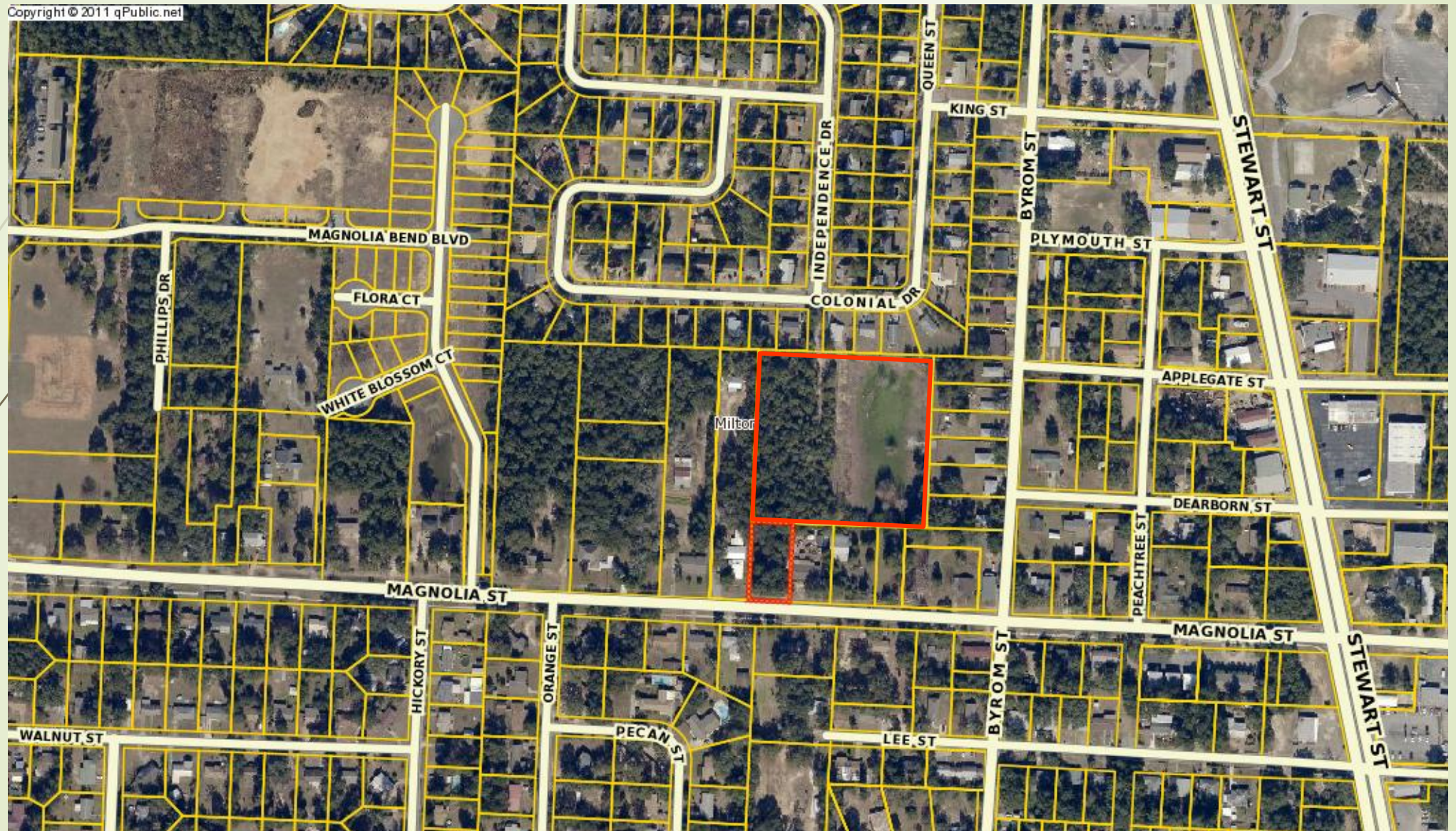
- ❖ To provide a joint-use training facility to meet the training needs of both Police and Fire Departments with resources and capacity to provide training for other city departments and allow for inter-jurisdictional training opportunities
- ❖ Facility will be designed to be versatile and provide a wide array of training scenarios for both agencies
- ❖ Will help meet state and national training requirements



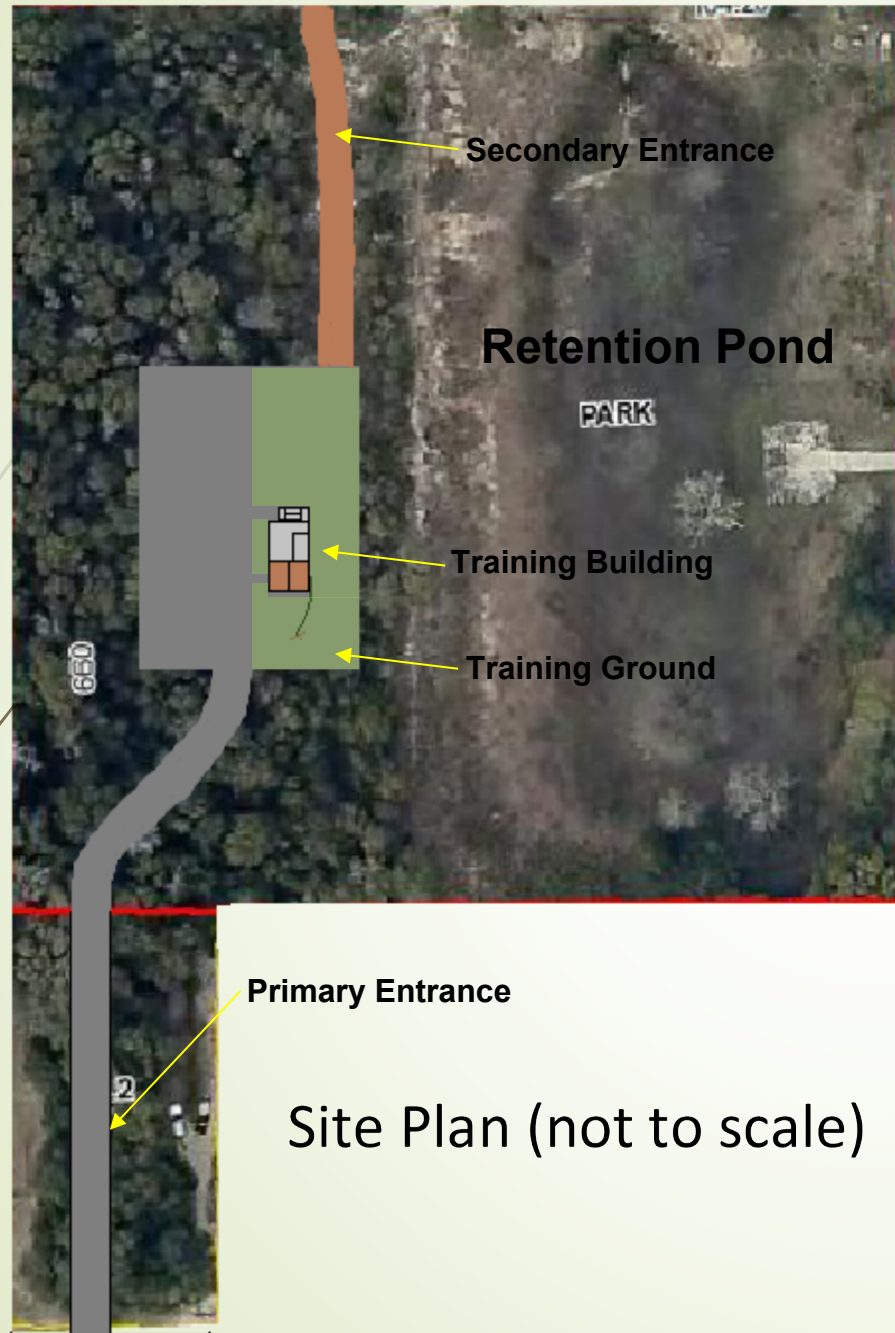
Need

- ❖ ISO Requirements (Fire Suppression Rating Schedule 580.A.1.):
 - ❖ Training area at least 2 acres in size
 - ❖ Drill tower at least 3 stories in height
 - ❖ Live fire training structure including smoke room
- ❖ Target Hazards:
 - ❖ Santa Rosa Medical Center (4-stories, standpipes, sprinklers, high life hazard)
 - ❖ Santa Rosa Medical Office Bldg. (3-stories, sprinklers, windowless building)
 - ❖ Carter Crossing (3-stories, standpipes, sprinklers, high life hazard)
 - ❖ Tranquility Apartments (proposed)(3-stories, standpipes, sprinklers, high life hazard)
 - ❖ Community Clinic (2-stories, standpipes, sprinklers)
 - ❖ Milton Storage (sprinklers, heavy fuel load, large floor area)
 - ❖ U-haul Storage (sprinklers, heavy fuel load, large floor area)

Location – 6448 Magnolia Street



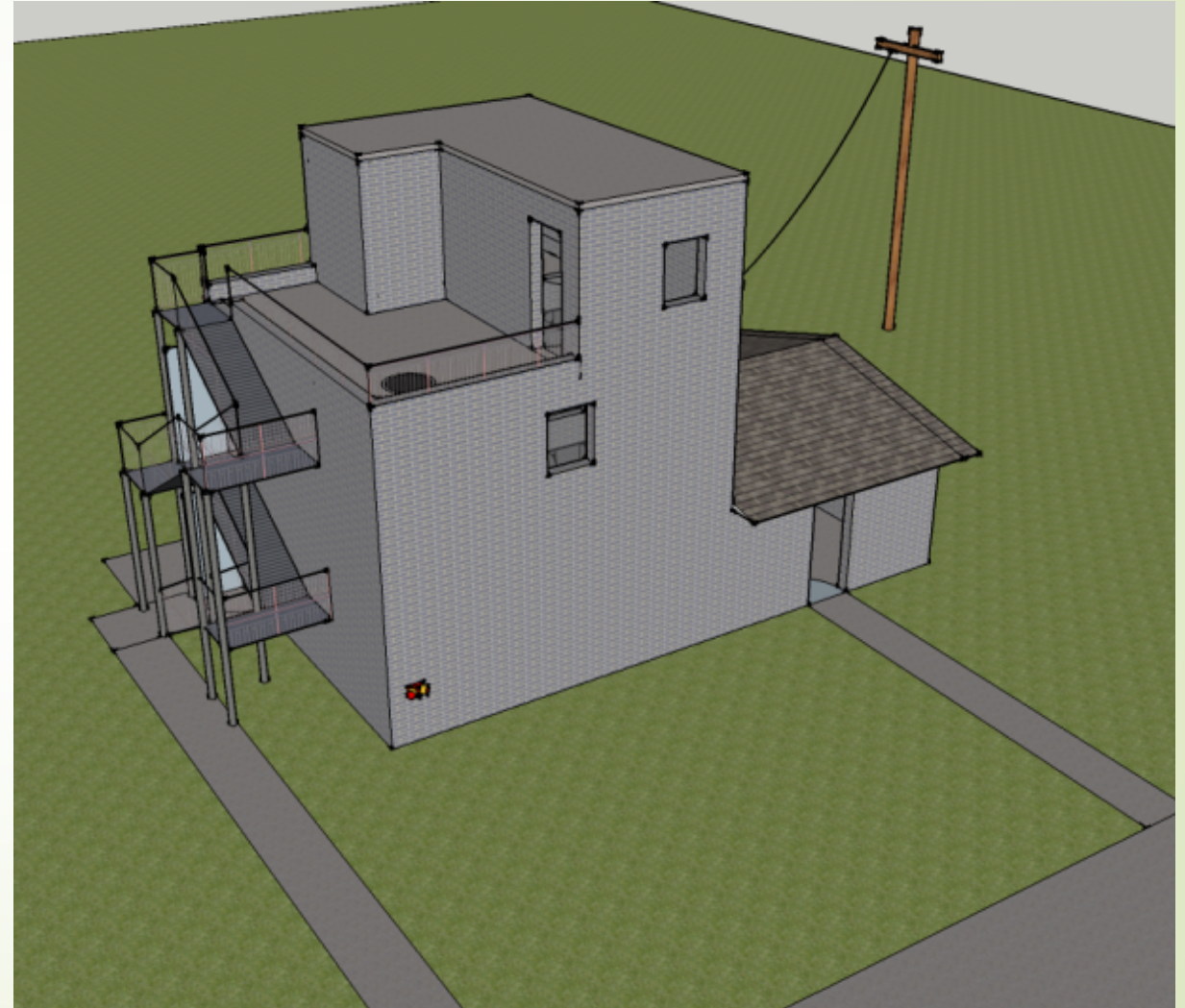
Proposed Site Layout



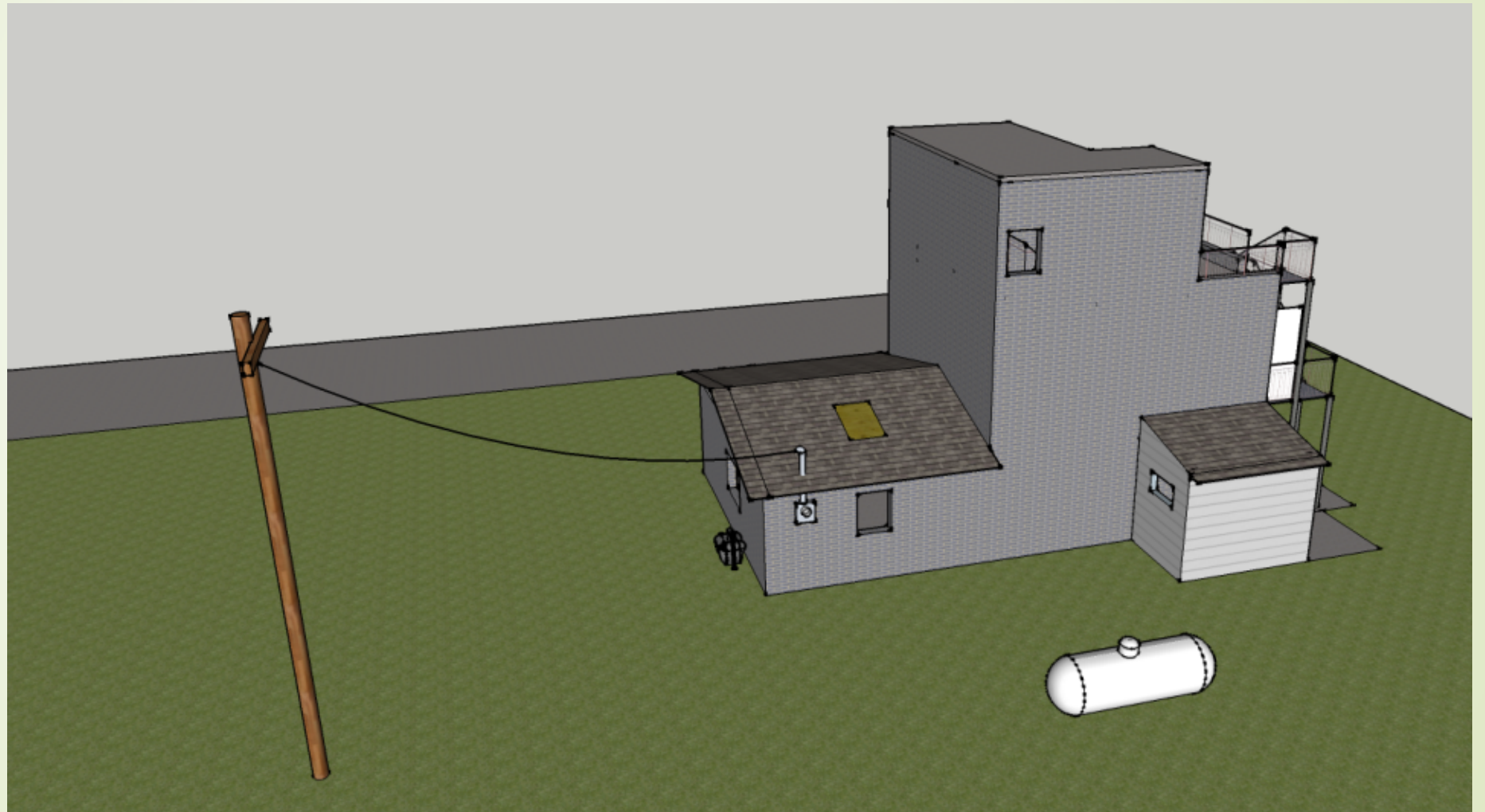
- ◇ Primary Entry off Magnolia Street
- ◇ Secondary Entry off Colonial Drive
- ◇ 2-acre wooded parcel adjoining retention pond
- ◇ Roughly half-acre training ground
 - ◇ Vegetative buffer on all sides
 - ◇ Drainage into existing retention pond
 - ◇ Fire hydrants on site
 - ◇ Paved parking/apparatus staging area
 - ◇ Grassed training ground
- ◇ Three-story Public Safety Training Building
 - ◇ Single-story section with gable roof
 - ◇ Two-story section with flat roof
 - ◇ Interior and exterior stairs to roof

Training Building (front view)

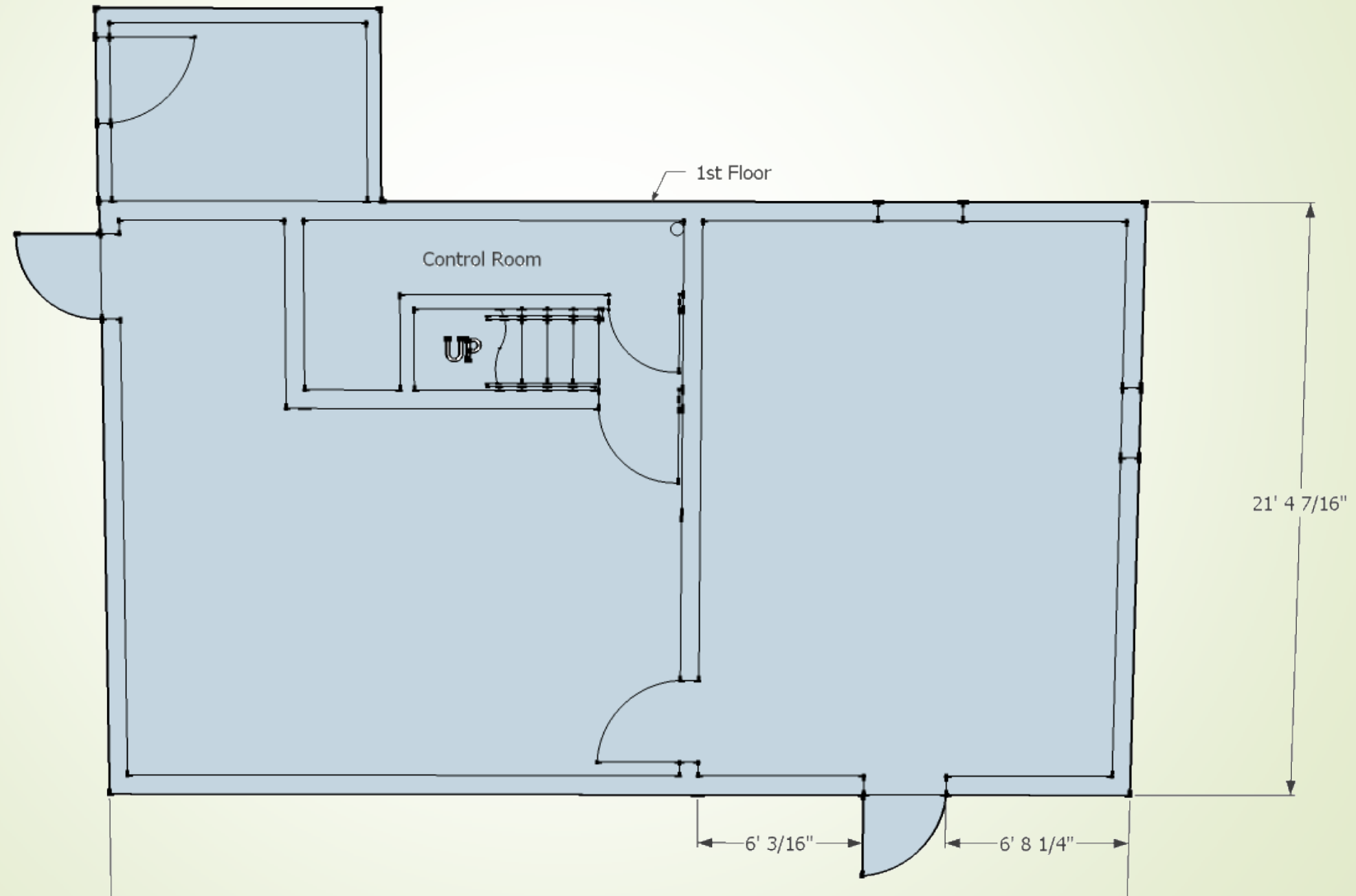
- ❖ 2-story with single story attachment
- ❖ 3-story interior stairwell to roof
- ❖ 3-story exterior stair to roof
- ❖ Gabled roof on 1-story section with removable panels for ventilation training
- ❖ Movable interior wall panels
- ❖ Sprinkler and standpipe systems
- ❖ Confined space props (manholes)
- ❖ Utility props



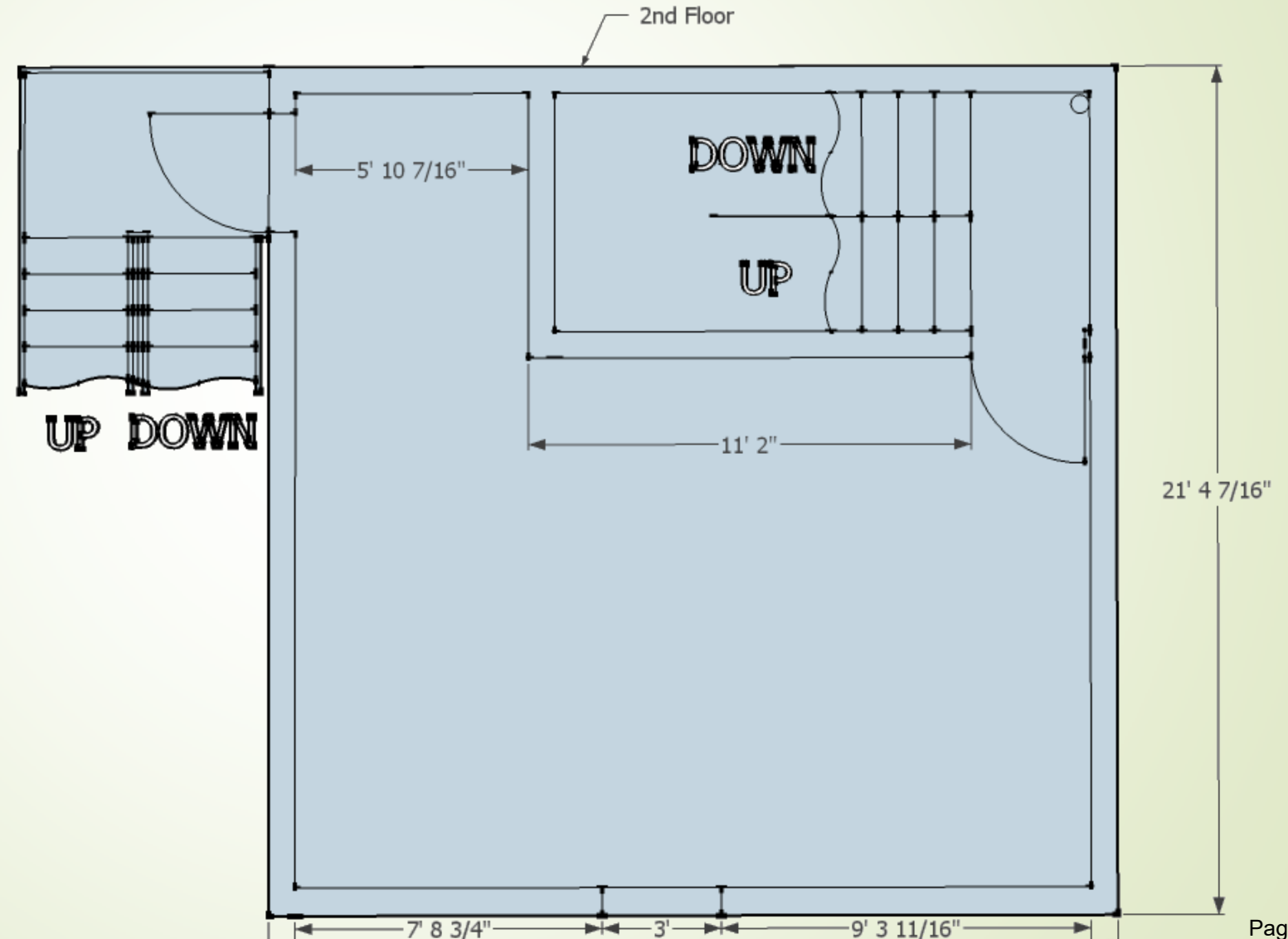
Training Building (rear view)



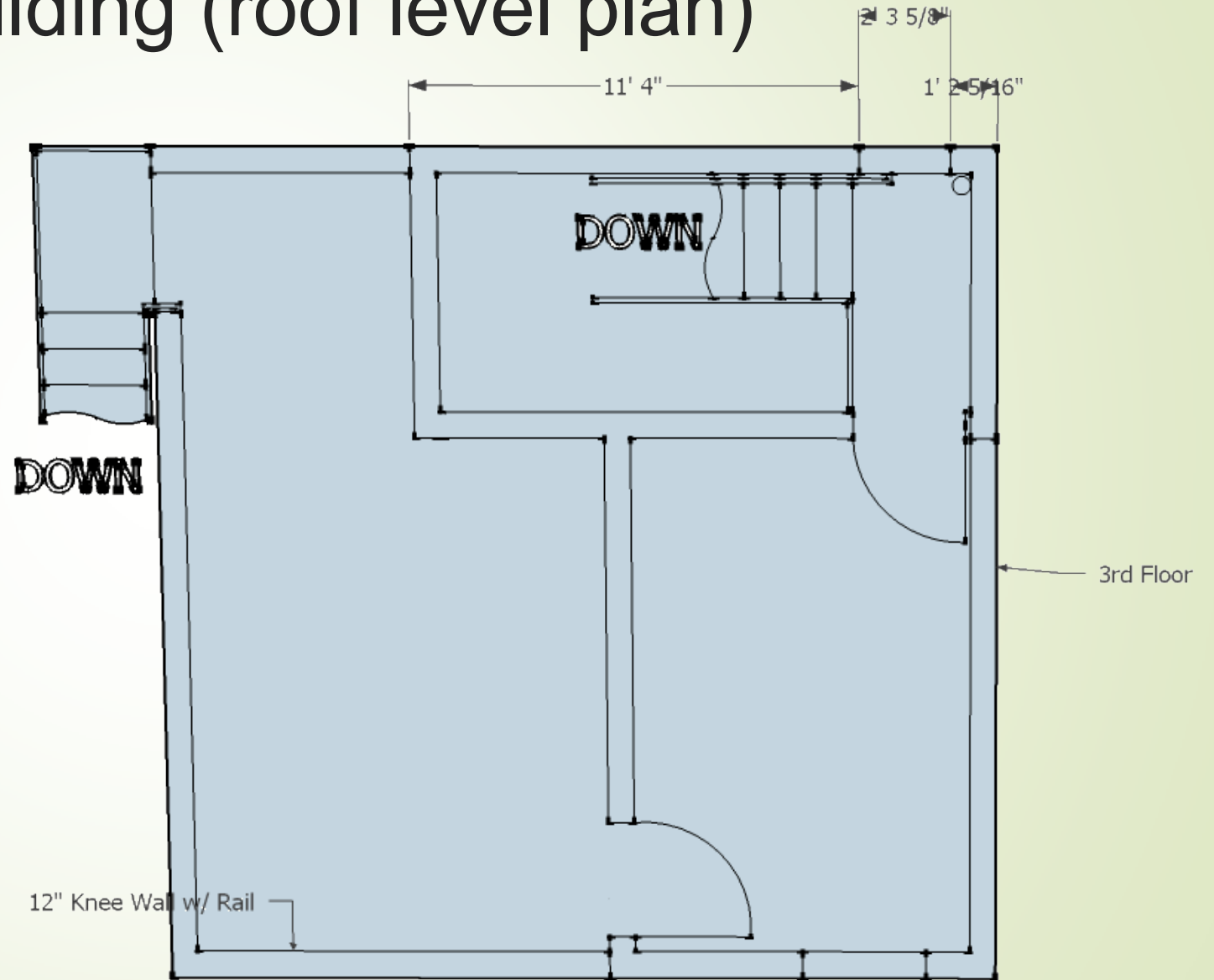
Training Building (first floor plan)



Training Building (second floor plan)



Training Building (roof level plan)





Agenda Item # 2023-188

Florida Association of Code Enforcement's Annual Conference.

MEETING DATE

February 17, 2022

PREPARED BY

Melissa Short, Admin
Assistant/Permit Clerk

BACKGROUND

This request is a travel request for training purposes from Teresa Walsh, Code Enforcement Officer, to attend the F.A.C.E conference in Orlando, Florida. Teresa is a member of the Florida Association of Code Enforcement Officers, and needs to attend this conference to obtain continuing education requirements for her code enforcement certification.

SUMMARY

This conference is scheduled to take place on June 7-10, 2022, and carries an approximate total cost of \$1,350 to the City. This item is budgeted. The conference is necessary for Teresa to obtain continuing education requirements to maintain her Code Enforcement designation through F.A.C.E. The information about this conference is attached.

RECOMMENDATION

Staff recommends approval for Teresa Walsh to attend the conference.

ATTACHMENTS

1. FL. Assoc. of Code Enforcement Conference

February 9, 2022

To obtain my continuing education requirements to maintain my Code Enforcement designation.

This year the Florida Association of Code Enforcement's Annual Conference, will be held from June 7-10, 2022, at Rosen Plaza in Orlando, FL.

The following is referenced:

Registration Fee: Early Registration through May 13, 2022, \$460, Regular Registration \$525

Hotel 5 days \$635

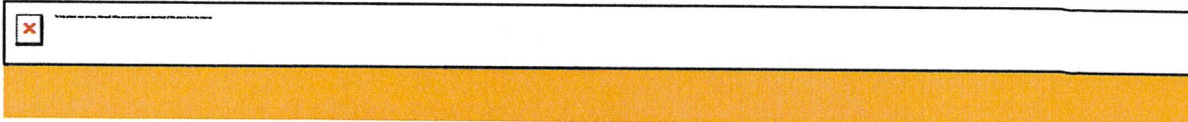
Per Diem \$252

Total \$1,347

Teresa Walsh

From: Florida Association of Code Enforcement <announcements@iog.fsu.edu>
Sent: Monday, February 7, 2022 12:58 PM
To: Teresa Walsh
Subject: 2022 F.A.C.E. Annual Conference - Orlando, Florida

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.



Mark Your Calendars!
33rd Annual Education Conference
Unmasking the Future of the
Florida Association of Code Enforcement

June 7 – 10, 2022
The Rosen Plaza
9700 International Drive
Orlando, FL 32819

Detailed information on registration will be sent soon.

The F.A.C.E. conference hotel rate is \$127.00. Hotel reservation information will be sent once your conference registration is received.

Conference Course Descriptions

Registration Fees

Full Conference Registration

Member	Early Registration \$460	Regular Registration \$525
Non-Member	Early Registration \$560	Regular Registration \$625



Agenda Item # 2023-190

Dogwood Dr Commercial Rezoning

MEETING DATE

February 17, 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. After discussions about citizen concerns regarding the proposed buffer areas, the City Council recommended continuing discussions about this item at the Committee of the Whole on February 17th. The Public Hearing for the Rezoning Request will be held at the City Council meeting on March 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 FLUM Ordinance 2022
4. Dogwood Commercial Rezoning Ordinance 2022

5. C-1 District Uses by Right
6. Dogwood Updated Site Plan 2-10-22
7. Dogwood Site Plan Legend 2-10-22

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.

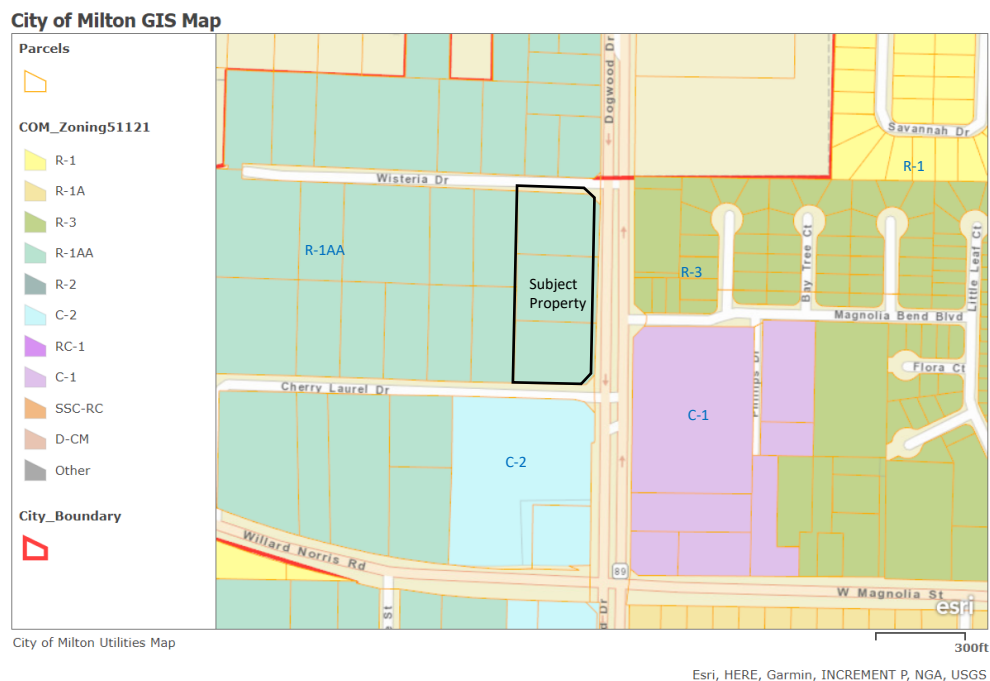
DRAINAGE AND PERMEABILITY: Very well drained; fast runoff; rapid permeability.

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

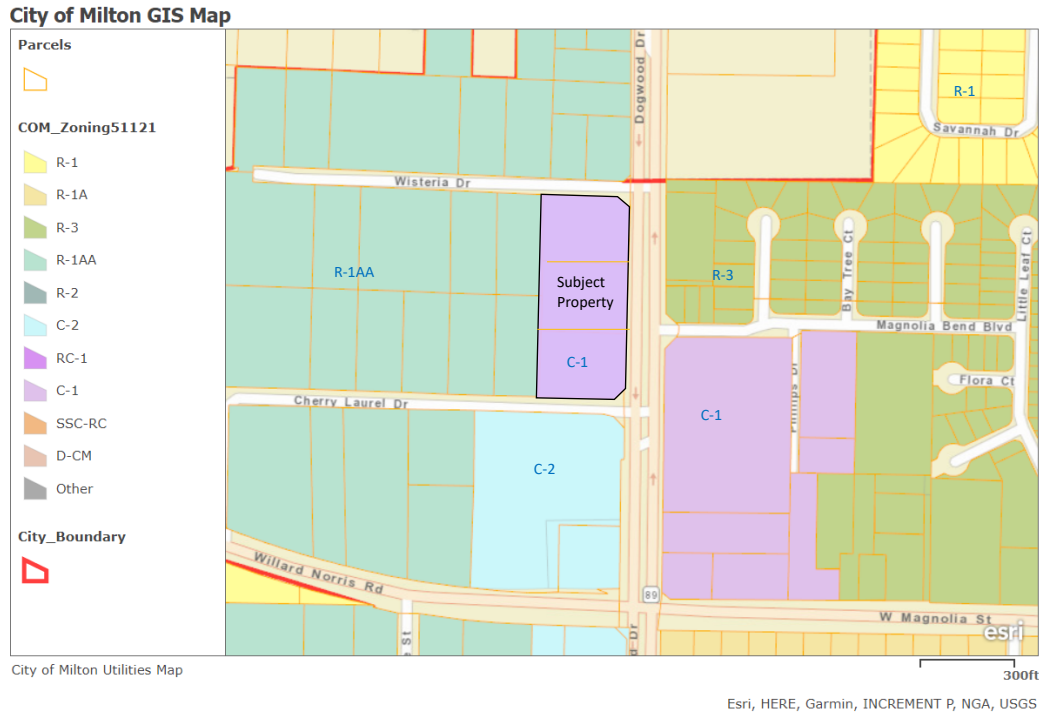
and vegetated buffer yard would be required between new commercial development of this size and existing residential uses. A stormwater management plan designed by a licensed professional engineer would be required to ensure the development will not result in adverse impacts from flooding or stormwater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



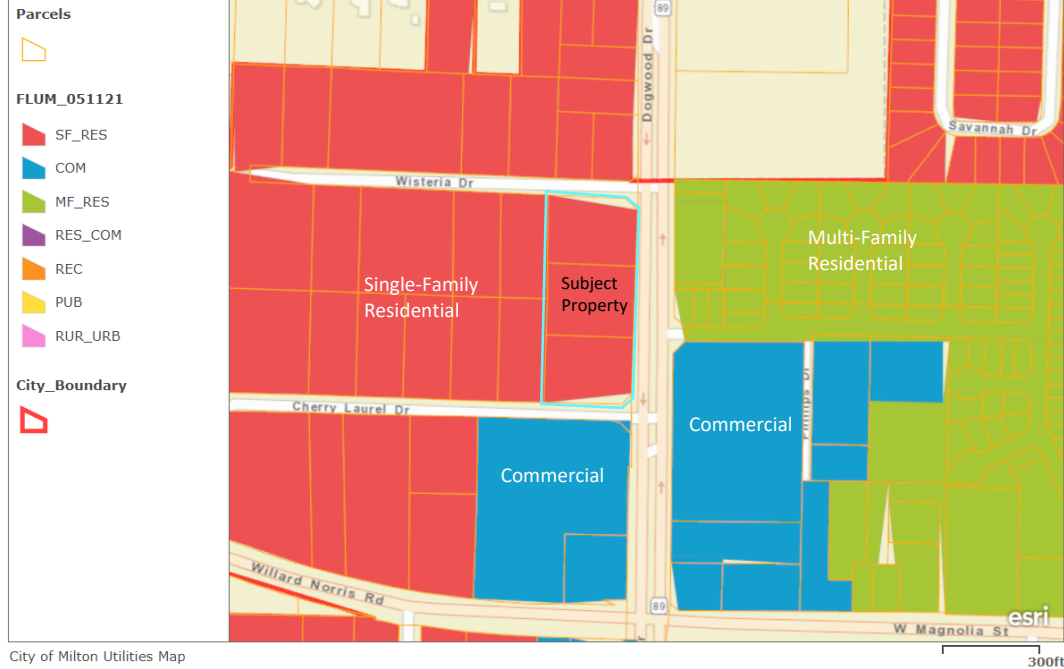
PROPOSED ZONING:



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



Esri, HERE, Garmin, INCREMENT P, NGA, USGS

PROPOSED FUTURE LAND USE MAP

City of Milton GIS Map



Esri, HERE, Garmin, INCREMENT P, NGA, USGS

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.

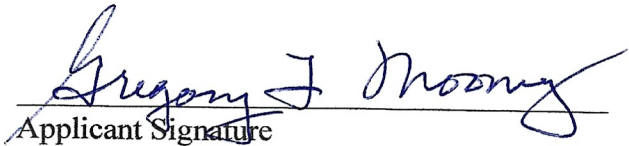
VIII. Certification and Authorization

- 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

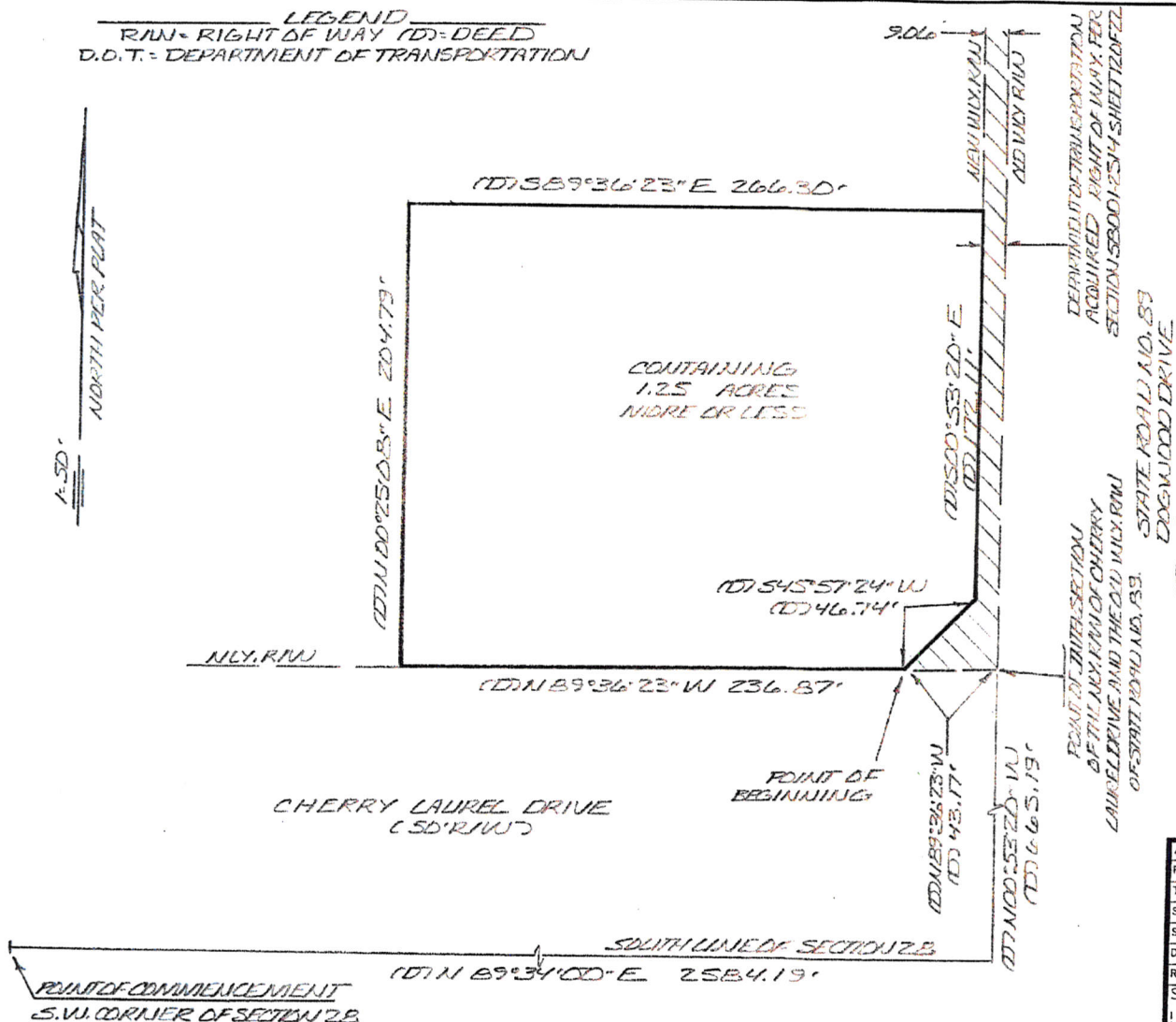
Parcel ID Number

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

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: DOGWOOD DRIVE
 REQUESTED BY: GREG MOONEY
 TYPE: DESCRIPTION SKETCH
 SECTION: 28 TOWNSHIP: 2 NORTH RANGE: 28 WEST COUNTY: SANTA ROSA
 SCALE: 1\"/>

SURVEYORS CERTIFICATE

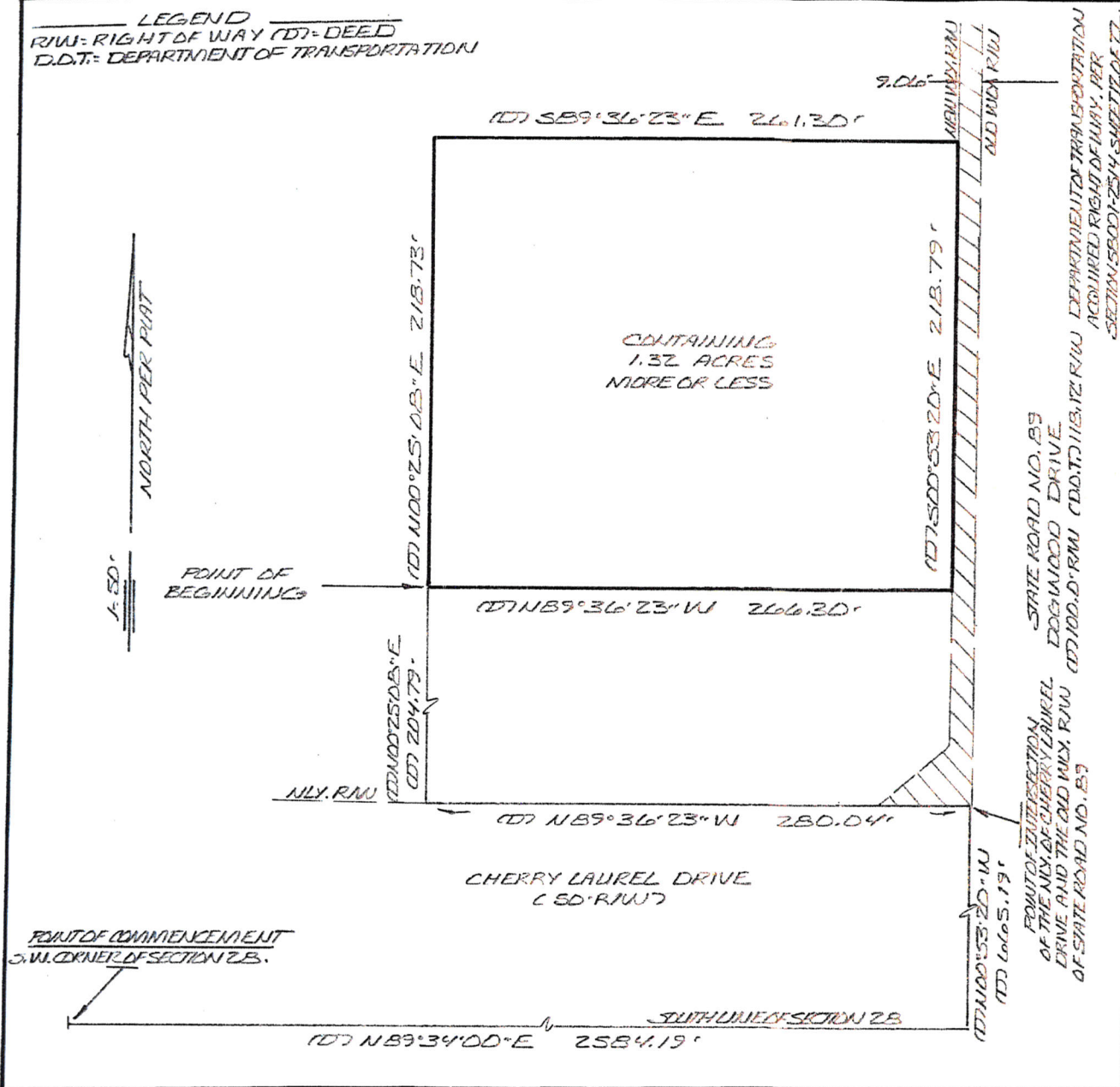
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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. 5541
 STATE OF FLORIDA

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:

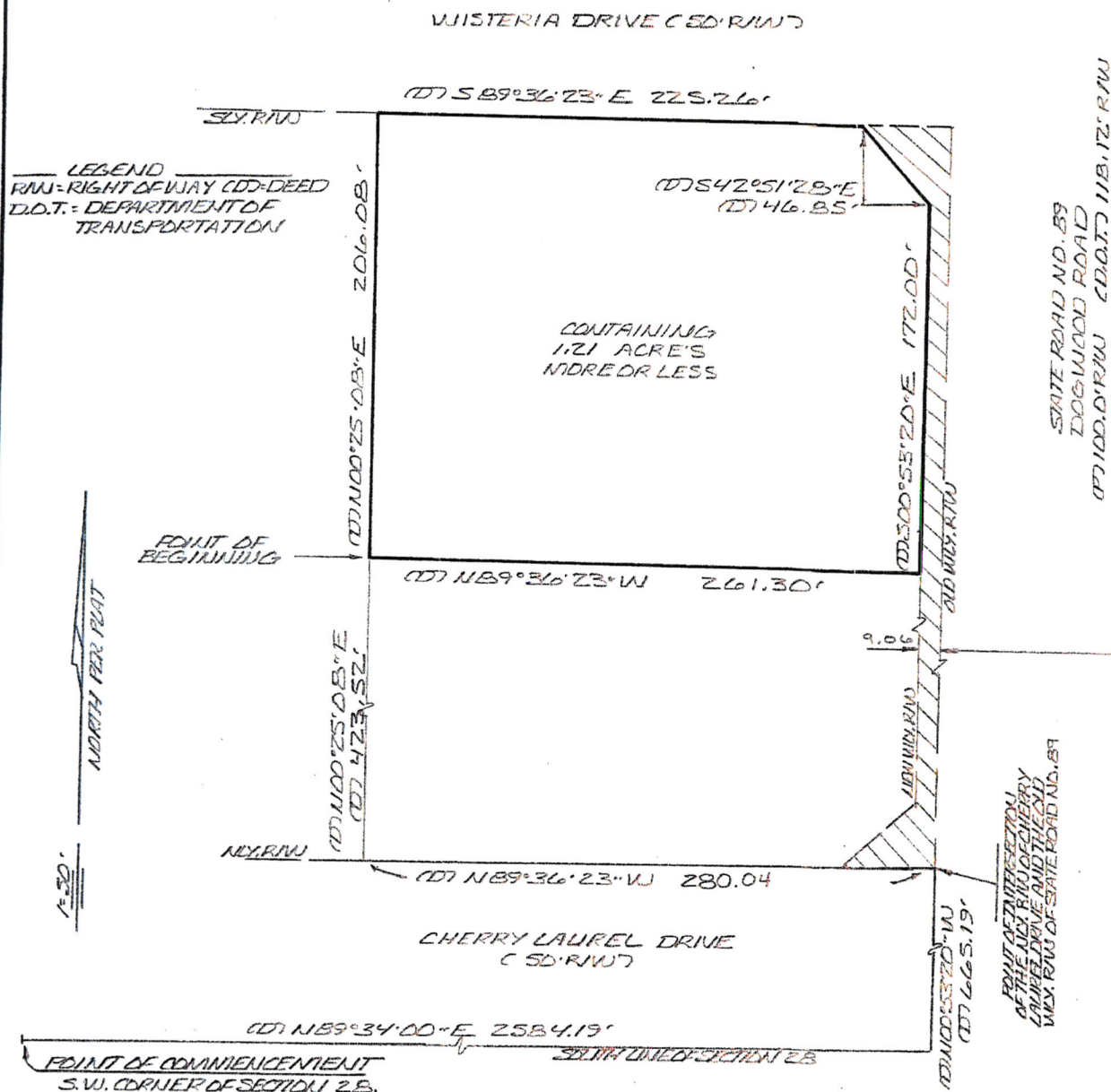
SURVEYORS CERTIFICATE

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

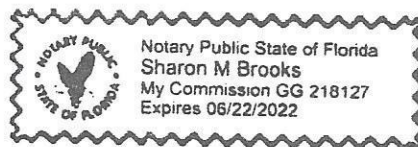
Gregory Mooney
GREGORY MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021

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.

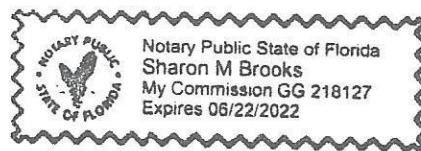
Alicia Shirley

Witness

Ashley Espejo

Witness

Notary Sharon M Brooks



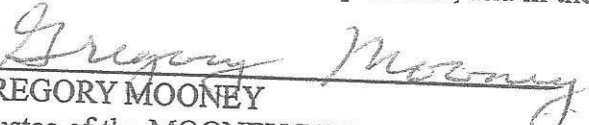
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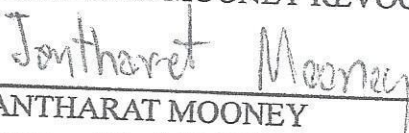
STATE OF FLORIDA
COUNTY OF SANTA ROSA

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

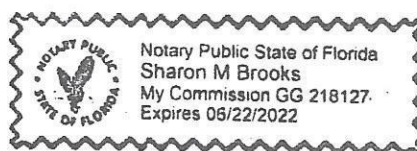
Gregory Mooney
GREGORY MOONEY
Trustee of the MOONEY REVOCABLE TRUST dated February 11, 2021

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.

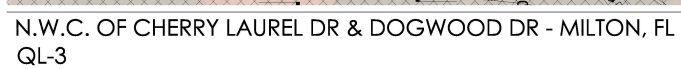
LESS AND EXCEPT THAT PORTION LYING IN ROAD RIGHT A WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 1912 PAGE 1445, PUBLIC RECORDS OF SANTA ROSA COUNTY, STATE OF FLORIDA.

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



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:

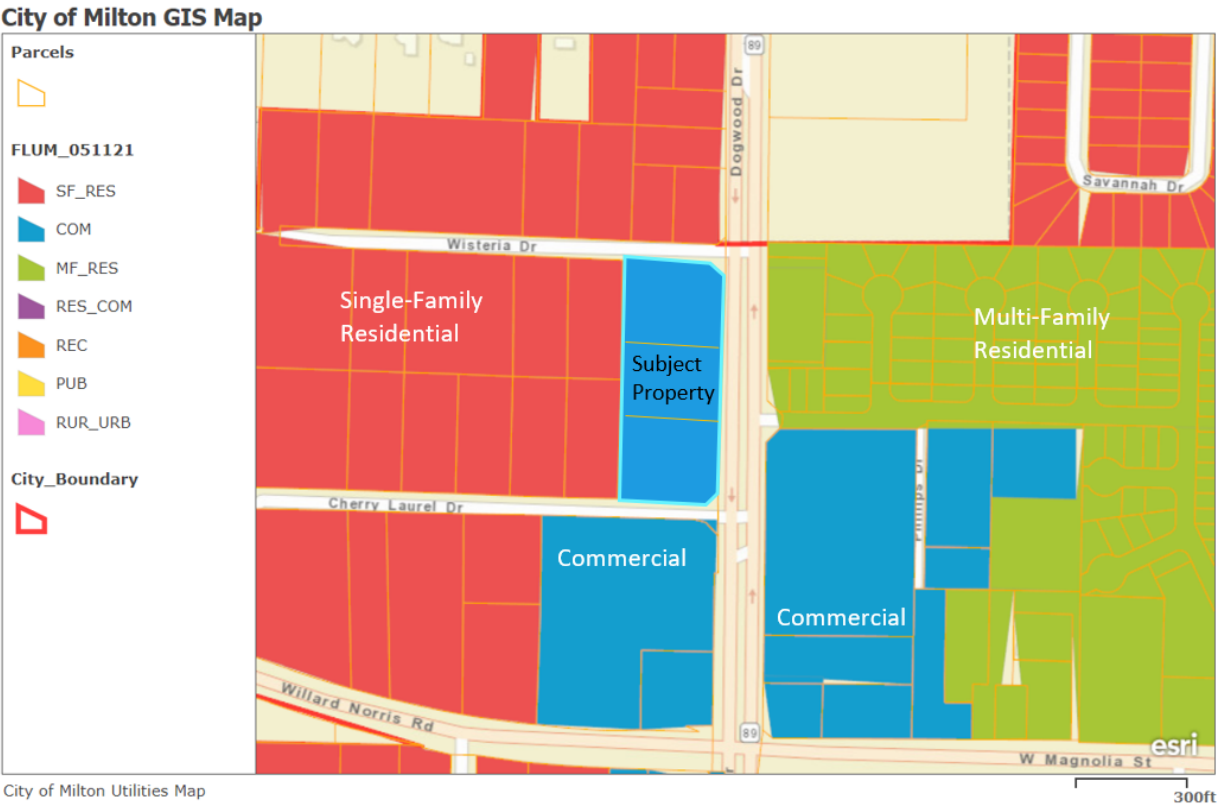
CITY CLERK: _____

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

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

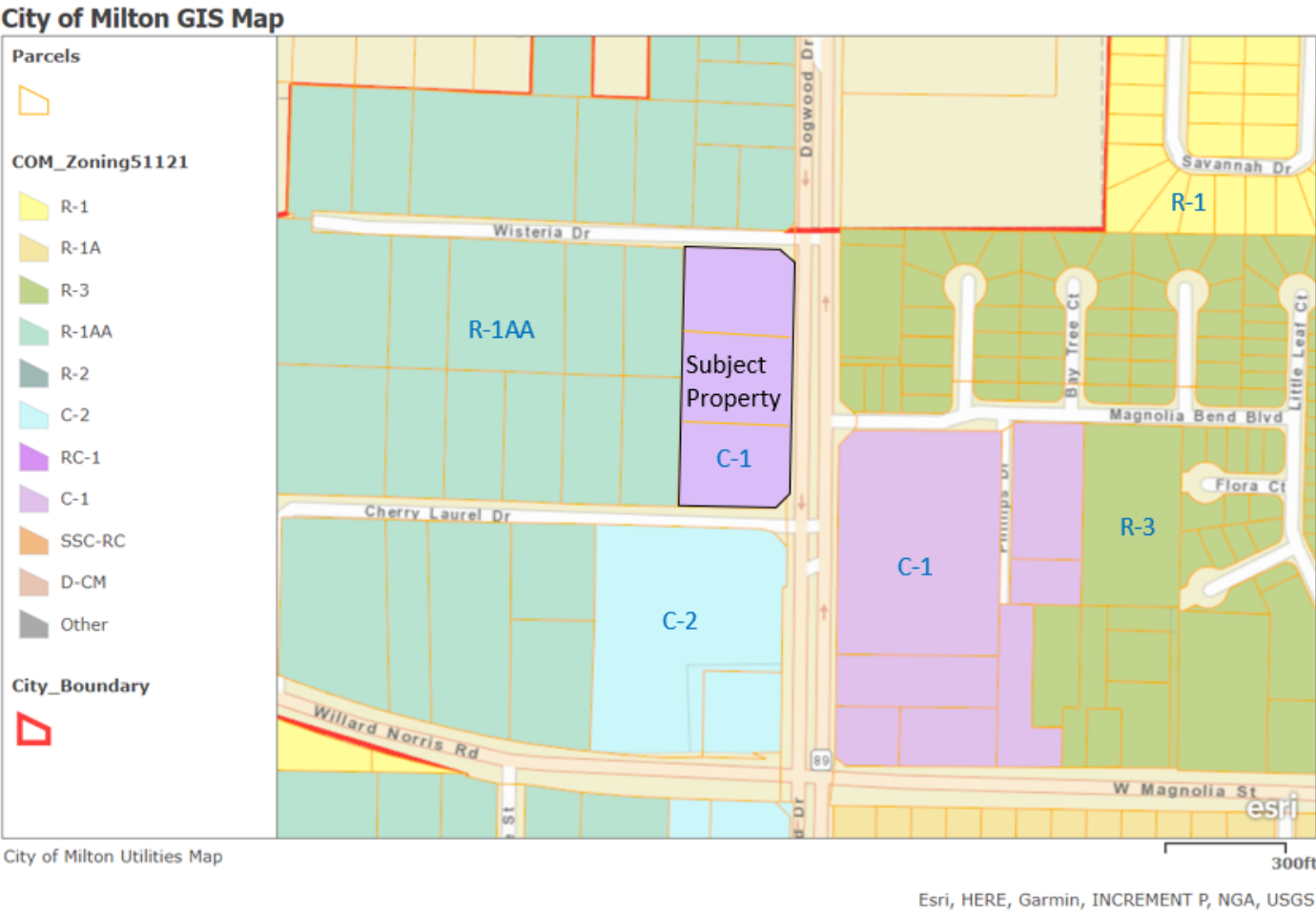
FIRST READING: _____,

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

Uses Allowed “By Right” in C-1 Zoning Districts

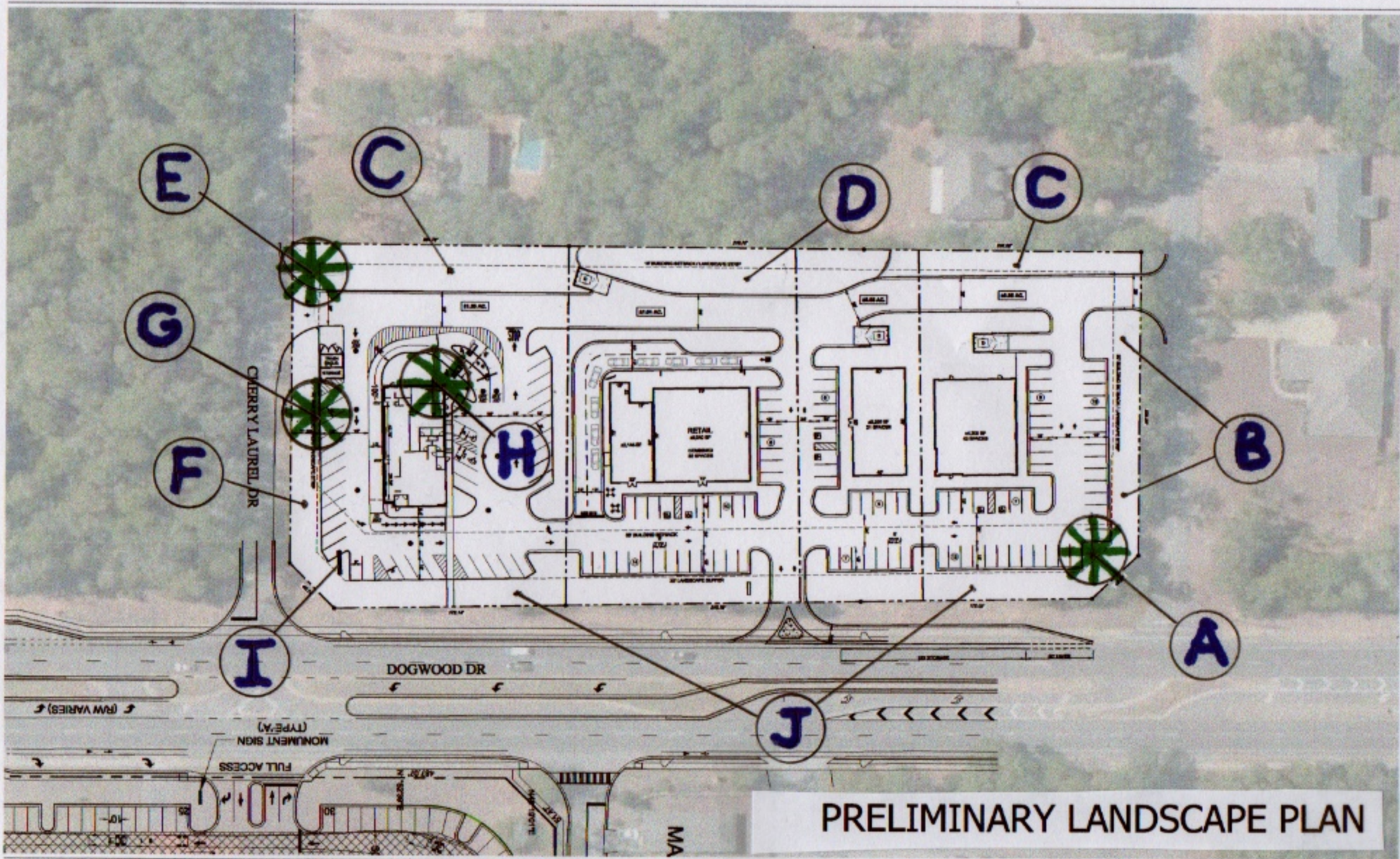
According to the City’s Unified Development Code, the C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods. They should be similar in character of the surrounding residential neighborhood. 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.

-
- Art Gallery
 - Art Studio
 - Automated Teller Machine (ATM)
 - Bed and Breakfast
 - Boat House (*Accessory*)
 - Buildings Used Exclusively for Government
 - Car Wash
 - Conservation Area
 - Contractor Office w/out Storage
 - Country Club
 - Cultural Facility
 - Day Care Center
 - Drive-Through Facility
 - Dwelling – Above the Ground Floor
 - Dwelling – Multi-Family
 - Community Shelter
 - Display Shelter
 - Farmers’ Market
 - Fast Food Restaurant
 - Financial Institution
 - Funeral Home
 - Gas Station
 - Government Office
 - Greenhouse/Nursery – Retail
 - Healthcare Institution
 - Hotel/Motel

- Live Performance Venue
- Lodge/Meeting Hall
- Marina
- Medical/Dental Office
- Micro-Brewery/Distillery/Winery - Small
- Neighborhood Market
- Office
- Outdoor Dining
- Parking Lot (Principle Use)
- Parking Structure (Principle Use)
- Personal Service Establishment - Beauty/Salon
- Personal Service Establishment – Laundry/Dry Cleaner
- Pier (*Accessory*)
- Planned Development Project - Residential
- Planned Development Project - Commercial
- Place of Worship
- Public Park
- Public Safety Facility
- Public Works Facility
- Reception Facility
- Recycling Collection Center
- Research and Development
- Restaurant
- Retail/Convenience Store
- Retail Goods Establishment
- Retail Sales of Alcohol
- Shopping Center
- Specialty Food Service
- Take-out Only Restaurant
- Utility
- Vehicle Repair/Service – Minor
- Wireless/Telecommunications Towers

TEMPORARY USE BY RIGHT

- Farmers’ Market
- Temporary Contractor’s Office
- Temporary Mobile Food Sales (Vending)
- Temporary Outdoor Entertainment
- Temporary Outdoor Sales
- Temporary Outdoor Storage Container
- Temporary Structures (Tents, Offices, Etc.)



PRELIMINARY LANDSCAPE PLAN

N.W.C. OF CHERRY LAUREL DR & DOGWOOD DR - MILTON, FL
QL-4

ken@kenjohansen.com
P.O. Box 12271
Pensacola, FL 32591
(850) 516-2544

KEN JOHANSEN
LANDSCAPE ARCHITECT LLC
FLORIDA #854 ALABAMA #389

Scale: 1" = 100'

Date: 2/3/22

LEGEND

Symbol	Description
A	cluster of Live oak trees to remain (30", 15", and 12"); after tree survey, revise site plan if needed to provide adequate root space
B	in north buffer strip, keep areas between property line and curb undisturbed; add new plantings where needed
C	in west buffer strip, keep areas between property line and curb undisturbed; add new plantings where needed; add fence along west property line
D	in this section of west buffer strip, keep area undisturbed; substantial new plantings will be needed where existing vegetation is sparse
E	cluster of Live oak trees (20", 20", and 20"); after tree survey, revise site plan if needed to provide adequate root space (10' radius minimum surrounding trunk); leave entire southwest corner of site undisturbed
F	in south buffer strip, clear existing vegetation within 10' of property line because of overhead utilities along property line and replace with sod; in remainder of south buffer strip, keep areas undisturbed and add new plantings where needed
G	cluster of Live oak trees to remain (18", 14", and 8"); after tree survey, revise site plan if needed to provide adequate root space
H	existing 25" Live oak tree; after tree survey, determine if tree needs to be removed
I	consider moving sign into buffer strip to and adding tree in current sign location
J	in east buffer strip, clear existing vegetation (mostly grassy growth); replace with sod groups of new trees, plus shrubs, groundcovers, etc.

NOTES

1. Areas where existing vegetation is to remain will be fenced to prevent access at start of construction activity and remain throughout. Root systems are damaged even by a single pass by heavy equipment.
2. All new sod and plantings will be covered by automatic irrigation system. Water source will be new well or water meter.
3. New plants will be 100% native to Northwest Florida or almost 100%, and will include Live oak, Magnolia, Holly, Wax myrtle, Dogwood, Yaupon holly, Saw palmetto, Blueberry, and Muhly grass.
4. Locations and sizes of trees are approximate.
5. Areas of existing vegetation to remain will require that no grade changes need to be made there.
6. Sod and new trees and plants will be added in unpaved areas in central site.



Agenda Item # 2022-161

Residential Facade Improvement Program

MEETING DATE

February 17, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Discussion has recently taken place regarding a prospective residential facade improvement program that will apply to areas within the City's CRA and Historic District. The need for such a program has been identified, as there are many deteriorated residential structures within the Milton Downtown CRA that would benefit from a funding source to make improvements to buildings that in many cases have acquired historic value over many decades of existence. Staff has recently completed a draft of a prospective residential facade improvement program, similar to the existing commercial facade program.

SUMMARY

If approved, the program would allow grants to be awarded to residential property owners within the Downtown CRA and the Historic District for facade improvements to residential structures. Examples of projects that would be eligible to receive grant funding would include, but not be limited to repainting, roof replacement, replacement of damaged or deteriorated walls or other exterior support structures. Like the commercial facade improvement program, any funding awarded would require a full match from the property owner. At this time, the maximum amount of grant funds that could be awarded for any single project is set at \$2,500.

RECOMMENDATION

Staff awaits review and input by the C.O.W.

ATTACHMENTS

1. Residential Facade Grant Application - DRAFT 02-10-22



City of Milton
Planning & Development Dept
6738 Dixon Street
Milton, FL 32572
www.miltonfl.org

**DEADLINE FOR
APPLICATIONS:**

2022 Residential Façade Improvement Program

Program Summary

The City of Milton Downtown CRA Residential Façade Improvement Program is intended to provide funding to upgrade the visual and aesthetic appearance of structures and property, increase property value, reduce blight and to preserve historic structures within the City of Milton Downtown Community Redevelopment Area (CRA). This grant program is available to property owners of residences in the Downtown CRA only.

The program awards grants of up to \$2,500 to be used exclusively for improvements to the exterior façade of a building. A 100% Grantee match is required. The grant may be paid directly to a vendor, paid as draws or a reimbursement to the Grantee. The Grant must be approved by the City Council prior to commencement of any work proposed to be completed with grant proceeds. All necessary project approvals and permits, if required, must be obtained within 60 days of award of the grant. A scale drawing of the project is required, along with material and color samples.

Eligibility

- Property must be located within the Downtown CRA within the corporate city limits of the City of Milton, Florida. Those structures that contain a mix of commercial and residential uses are ineligible to apply. However, residences containing licensed home occupations are still eligible. Existing, Non-Conforming Property may not apply. Property exempt from ad valorem property tax is eligible at a lower grant amount.
- Applicants must have all necessary approvals/permits/inspections. Any outstanding legal issues that could encumber the property or prohibit immediate use as a residence must be resolved or explained. All projects must comply with the City's Comprehensive Plan, Unified Development Code, Life Safety Code and Florida Building Code.
- Unoccupied properties are eligible to receive the grant, but must be actively, continually, and publicly marketed on a verifiable source (CMLS, Zillow, FSBO, etc.) from the date of application until leased.
- Applicants must sign the program application and other related documents. Renters may apply only with property owner's consent. Owners may apply only with renter's consent, if leased.
- Applications are accepted prior to the deadline only. Applications received after the deadline will be returned unopened.
- Priority will be given based on the following criteria: first-time applicants; projects in the designated Historic District; projects in historically significant structures; and/or projects considered to be candidates for demolition within 12 months.
- Applicants may apply for one grant per cycle only.

- All grants are based on availability of funds. Grants are awarded until all funds are exhausted. If funds remain after the initial cycle, additional cycles, later in the year, may occur.
- Exterior improvements must be approved by staff for appropriateness. The applicant must meet with applicable City/County departments to determine required approvals and permits, if any.
- The City of Milton provides funding only. The City is not responsible for any project design, project management, construction management or oversight of any contractor/s.
- Once the project has been completed, the property must be eligible to obtain, or already have a certificate of occupancy, and have received the final inspection from the appropriate agencies.
- Applicants must demonstrate the financial capacity and ability to complete the project as described in the application. Applicants must detail how the project will be maintained long-term in “like-new” condition upon completion (minimum 5-years).

Eligible Improvements

It is the intent of this grant program to refund a portion of the applicant's cost for exterior improvements to a structure that will increase aesthetic appeal.

Examples of **eligible** items include:

- Exterior ADA Handicapped Access to a Building
- Refurbishment or replacement of exterior walls, including repainting, repairs, tuck-pointing or re-siding
- New, repair or replacement of exterior windows and/or doors
- Repairing, replacing or adding cornices, entrances, doors, decorative detail, porches or other exterior features
- Signs, including the removal of old signs and the design production and installation of new signs. One attached sign may be eligible but is limited to 50% of the total award amount
- Demolition of exterior cosmetic features necessary to install new exterior cosmetic improvements
- Awnings or canopies over windows or walkways and other decorative improvements, including shutters
- Replacement, re-shingling or re-surfacing of the roof or mansard, provided that the roof contributes to the aesthetics of the façade. The roof features must be visible from the Right-of-Way
- Exterior Lighting or other design elements to enhance exterior character.
- Installation of a brick or textured driveway
- Repair, replacement or addition of wooden picket fences wooden privacy fences or wrought iron fences that are fully visible from the street right-of-way
- Restoration of Architectural Features
- Exterior Painting

Ineligible Improvements

All construction not substantially contributing to an exterior aesthetic improvement will be excluded from this program. Any other grants from other programs may not be combined for the same materials or work.

Examples of **ineligible** items include:

- Rent, mortgage, insurance, utilities, taxes, or other, similar costs of ownership
- Signage improvements
- Interior modifications and/or rehabilitation
- Regular/routine maintenance and repair
- Refinancing existing debt
- Owner performed labor (unless the owner is a duly licensed contractor)
- Soft Costs (licenses, permits, impact fees, architect/engineer cost, etc.)

- All structural improvements not substantially contributing to an exterior aesthetic improvement of the property

Additional Information

1. Buildings with multiple residential units under one roof may not combine grant funds. Properties of this type are limited to a maximum grant of \$2,500 per grant cycle.
2. Residential Façade Grantees must provide a match of at least 100% over and above the amount of the grant request. For example, for a grant of the maximum \$2,500, an owner match of at least \$2,500 is required, resulting in a total project of at least \$5,000.
3. Any building owned by a nonprofit and/or religious entity that does not pay property taxes shall only be eligible for Façade Improvement Grant Program funding up to \$1,500. The applicant must contribute a match of at least 100% over and above the cost of the requested grant amount. For example, for a grant of the maximum \$1,500, an owner match of at least \$1,500 is required, resulting in a total project of at least \$3,000.
4. Any applicant not meeting the eligibility criteria may request consideration for an exception from the City Council, depending on the intent of the renovation.
5. The grant application must be completed and submitted to the City with the following items:
 - a. Photographs of the existing building and the proposed project area.
 - b. Schematic drawings illustrating all proposed work, or pictures with project description outlined.
 - c. A description of materials and methods to be used
 - d. Material samples or color swatches should be provided for approval.
 - e. Cost estimates for each aspect of the project.
6. The applicant is advised that this grant is given at the sole discretion of the City Council of the City of Milton and the criteria are used as a basis to evaluate the Applicant's project, and does not create entitlement to funding. The application shall be reviewed by the City for completeness and eligibility prior to any approvals. The City reserves the right to waive any technical irregularity, award in-mass, partial fund, split fund, or reject all submittals. Additional, post-award requirements may be added by City Council at their sole discretion.
7. All projects must be completed within 180 days (6 months) or by the contracted date after receiving approval from the City of Milton staff and any required building permits. All work must be completed by the completion date assigned according to the contract. Incomplete projects may require reimbursement to the City, according to contract requirements.
8. If a grant is awarded, the City of Milton will determine, in coordination with the Grantee, the most appropriate method for payment. The maximum payout prior to project completion and final inspection is 75% regardless of payment type. Verification of payments, release of lien, etc. from a vendor or contractor must be presented, (canceled checks, paid invoice from vendors) prior to issuing final grant payment.
9. Applicants may be requested to make a presentation of their project to staff and/or City Council.

10. ANY COST FOR WORK PREVIOUSLY COMPLETED PRIOR TO AN APPROVED APPLICATION CANNOT BE REIMBURSED UNDER ANY CIRCUMSTANCE. DO NOT START ANY PHYSICAL RENOVATIONS UNTIL **AFTER** FINAL APPROVAL BY THE CITY, COMPLETION OF THE CONTRACT WITH THE CITY & NOTICE TO PROCEED HAS BEEN ISSUED.

Historic Structures

Buildings will be evaluated based on historical/architectural significance, with priority given to buildings with inappropriately applied facades that cover original details (architectural features/details, windows, doors) or are unsightly, and/or out-of-scale. For historic structures, the goal of the City is to either partially or fully restore the original appearance of the building; or create an appearance that is consistent with its historic character. Modern treatments which blend into and are compatible with the building and surround block are allowed, but not preferred. Proposed changes to the building's façade to be funded by this program will not remove, alter, damage, or cover up significant architectural or historical feature(s) of the building that either are original, or reflect a major alteration that has historic architectural value. All projects involving contributing historic structures within the Milton Historic District must receive approval from the Historic Preservation Board prior to approval of any grant funds.

Default

Default of the Grant shall occur if one or more of the following takes place:

- Funded Improvements are altered, modified, removed, or demolished following project completion.
- Property is sold, transferred, or converted to any commercial use within the specified period.

If any of the above-referred activities occur within one (1) year of the project completion date without receiving prior City approval, grant funds shall be repaid to the City.

How the Program Works

1. Applicant must submit a complete application packet prior to the deadline, including the following:
 - Complete application form
 - Legal description of property
 - Proof of property ownership or notarized letter from owner consenting to the project
 - Proof of property insurance
 - Certification of zoning and future land use compliance
 - Scaled drawing of improvements involving building changes
 - Accurate color mock-ups and/or paint chips
 - Original color photographs of existing property conditions
 - Three cost estimates from qualified contractors (labor and materials for entire project). If the owner of the property is a licensed contractor and is qualified to do the work, then two additional cost estimates from qualified contractors will be required.
 - Final cost estimate including name of licensed contractor chosen to perform work
 - Copy of the chosen contractor's license (if licensure is required for the work)
 - Copy of City of Milton Business License (if a home occupation exists within the residence)
2. If requested, meeting with staff to review the project. Applicants may be requested to provide additional information.
3. Applications are forward to City Council for review and approval.
4. Project presentation (if necessary)
5. If approved, staff will prepare a grant agreement for the applicant's signature.
6. After approval and execution of all documents, the applicant is provided with a notice to proceed.

7. Copy of all permits (if necessary)
8. Upon project completion, signed off permit from City/County Building Inspections (if necessary), receipt of the final invoice(s) from contractor(s), proof of payment, inspection by City Staff, and sign off by the property owner; the final invoice will be submitted for payment.
9. City will issue a reimbursement check to the applicant or directly pay to the vendor.

FOR MORE INFORMATION,
PLEASE CONTACT THE CITY OF MILTON
PLANNING & DEVELOPMENT DEPARTMENT
AT 850-983-5440
OR EMAIL TMILSTEAD@MILTONFL.ORG.

DEADLINE FOR APPLICATIONS IS:



City of Milton
Planning & Development Dept
6738 Dixon Street
Milton, FL 32572
www.miltonfl.org

**DEADLINE FOR
APPLICATIONS:**

DATE OF APPLICATION: _____
PROPERTY OWNER(S): _____
PROPERTY OWNER(S) (IF DIFFERENT): _____

TOTAL AMOUNT REQUESTED (MAXIMUM \$2,500): \$ _____
TOTAL AMOUNT OF MATCH (MINIMUM 100%): \$ _____
TOTAL AMOUNT OF PROJECT (ALL ASPECTS): \$ _____

ADDRESS OF PROJECT: _____
PROJECT NAME: _____

ATTACH REQUIRED ADDITIONAL INFORMATION:

- Complete application form
- Detailed project description
- Legal description of property
- Proof of property ownership or letter from owner consenting to the project
- Proof of property insurance
- Certification of sign ordinance, zoning and future land use compliance
- Scaled drawing of improvements involving building changes
- Accurate color mock-ups and/or paint chips
- Original color photographs of existing property conditions
- Three cost estimates from qualified contractors (labor and materials for entire project).
- Final cost estimate including name of licensed contractor chosen to perform work
- Copy of the chosen contractor's license (if licensure is required for the work)
- Copy of City of Milton Business License.

NAME & MAILING ADDRESS OF OWNER/APPLICANT (PLEASE PRINT):

SIGNATURE(S) OF RENTER AND PROPERTY OWNER(S) (IF DIFFERENT)

TELEPHONE # (850) _____ CELL # _____ EMAIL _____

For official use only:

DATE & TIME APPLICATION RECEIVED: _____ RECEIVED BY: _____



City of Milton
Planning & Development Dept
6738 Dixon Street
Milton, FL 32572
www.miltonfl.org

Page 2 of 2

Memorandum of Understanding

I, the grantee, understand that work cannot commence on any portion of the Downtown CRA Residential Façade Improvement Project prior to receiving approval of the grant funds by the City of Milton. A written notification to proceed will be provided. I, the grantee, have read, understand, and accept the terms and conditions of the grant. I have read and understand the actions which will trigger a default. In the event of a default, I, the grantee, do hereby guarantee the repayment of the principal amount of the grant in accordance with the terms of the Residential Façade Improvement Program application and guidelines. If the grantee is not the property owner, as shown in the Santa Rosa County Property Appraiser's Database, the property owner must also execute this Memorandum of Understanding.

Grantee Name (Please Print)

Grantee Signature

Date

Property Owner Name (Please Print)

Property Owner Signature

Date

City of Milton (Please Print)

City Manager Signature

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	☐ Individual/	☐ Corporation ☐ Partnership ☐ Other
	Check appropriate box: Sole proprietor ☐ Exempt from backup withholding ☐	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

TIN								
-	-							
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
-----------	--------------------------	------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITH THE APPLICATION:

City of Milton
Planning & Development Dept.
6738 Dixon Street
Milton, FL 32572

1. IF YOU ARE AN INDIVIDUAL OR NON-CORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:

_____ does operate in corporate form. (Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____



Agenda Item # 2023-197

Highway 90 Widening Survey

MEETING DATE

February 17, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

Discussion was held by the City Council on February 8 regarding the Highway 90 widening through downtown. Council requested that the item be forwarded to the Committee of the Whole for further discussion.

SUMMARY

Should the City conduct a survey of the community residents on the question of the widening of Highway 90?

RECOMMENDATION

Council Direction.

ATTACHMENTS

None



Agenda Item # 2021-129

Back Yard Pick Up

MEETING DATE

February 17, 2022

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

List of Back Yard Pick Up for Disabled customers.

SUMMARY

Each year, disabled customers are required to update their form for the back yard trash pick up and turn in a new doctor's note.

RECOMMENDATION

Staff recommends approval of the back yard pick up list

ATTACHMENTS

1. Back Yard Pick Up List

	Name	Address	City, State, Zip	Account Number	Date Received	DR Letter on File
1	Elizabeth Brewton	5041 Dr MLK Jr Dr	Milton, FL 32570	21935-8918	1/19/2022	YES
2	Charlotte Nichols	5288 Lakewood Dr	Milton, FL 32570	14503-10060	1/14/2022	YES
3	Virginia Turner	5312 Collins Dr	Milton, FL 32570	1875-9204	Never Received	
5	Naomi Hancock	6301 Hamilton Bridge Rd	Milton, FL 32570	11413-68336	Never Received	
6	Linda Sue Hannah	6634 A Hillcrest Cir	Milton, FL 32570	44877-72272	1/5/2022	YES
7	Rebecca Harris	6509 College Dr	Milton, FL 32570	23849-33118	1/20/2022	YES
8	Tom Dorfmeister	6146 Ashton Woods Cir	Milton, FL 32570	70525-74214	1/10/2022	YES
9	Louise Gillman	6187 Bandol Ct	Milton, FL 32570	48653-74190		
10	Lona Faye Hardy	529 B Seahawk Dr	Milton, FL 32570	Whiting Pines	1/10/2022	YES
11	Kim Sumner	5307 Overbrook Dr	Milton, FL 32570	68033-74988	1/11/2022	YES
12	Jo Collins	5577 Econfina St	Milton, FL 32570	22627-34740	Never Received	
13	Lois Jenkins	6623 B James St	Milton, FL 32570	24625-72248	Never Received	
14	Donald McMillan	5630 Colinas Verde Dr	Milton, FL 32570	50861-76806	Never Received	
15	Myrtice Carpenter	5584 Alabama St	Milton, FL 32570	22957-34462	1/10/2022	YES
16	Joe & Foye Nobles	6418 Sellers Dr	Milton, FL 32570	8173-33342	1/12/2022	YES
17	Marcus Tate	5596 Hannah Dr	Milton, FL 32570	14865-79612	Never Received	
18	Ann Bigelow	5243 Newton St	Milton, FL 32570	14697-10358	1/26/2022	Yes
19	Gary Castor	6806 Ferris Hill St	Milton, FL 32570	57707-35176	Never Received	
20	Ragnar & Pearl Avenariu	5362 Dogwood Dr	Milton, FL 32570	7379-9918	Never Received	
21	Amanda Barr	321 Merrill Dr	Milton, FL 32570	Whiting Pines	Never Received	
22	Timothy Judge	5233 Newton St	Milton, FL 32570	14695-10388	2/2/2022	YES
23	Sue Adams	6805 Northside Cir	Milton, FL 32570	23119-71878	2/1/2022	YES
24	Frank Mish	6316 Shady LN	Milton, FL 32570	7007-33990	1/25/2022	YES



Agenda Item # 2023-178

Okaloosa Gas Interlocal Agreement

MEETING DATE

February 17, 2022

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

SUMMARY

Okaloosa Gas and City of Milton have reached an agreement on territory of gas lines.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement with Okaloosa Gas

ATTACHMENTS

1. Okaloosa Gas Interlocal Agreement

AGREEMENT

Section 0.1 This AGREEMENT is made and entered into this _____ day of _____, 2022, by and between The CITY OF MILTON, a municipal corporation organized and existing under the laws of the State of Florida ("Milton"), and OKALOOSA GAS DISTRICT, a special District of the State of Florida ("OGD"). Milton and OGD are hereinafter sometimes referred to singularly as "Party" and collectively referred to as "Parties".

WITNESSETH:

Section 0.2 WHEREAS, Milton is presently serving the defined area outlined in Chapter 71-773, House Bill No. 2580 (Exhibit A) and providing natural gas service to private individuals, firms, corporations, and governmental entities in Santa Rosa County; and

Section 0.3 WHEREAS, OGD is presently serving the defined areas in Okaloosa, Santa Rosa and Walton Counties as outlined in Chapter 2000-443, House Bill No. 443 (Exhibit B) and providing natural gas service to private individuals, firms, corporations, and governmental entities within the defined areas; and

Section 0.4 WHEREAS, the Parties recognize that the described areas of service as outlined in Chapter 71-773, House Bill No. 2580 and Chapter 2000-443, House Bill No. 443 provide overlapping service areas in regards to providing natural gas service to potential customers that are located in Santa Rosa County; and

Section 0.5 WHEREAS, Milton and OGD desire to clearly define, by mutual agreement, specific territorial boundaries within Santa Rosa County in order that present and future applicants for natural gas service may expeditiously obtain natural gas service from one of the Parties; and

Section 0.6 WHEREAS, the respective areas of retail service of the Parties are contiguous with the result that duplication of service facilities may occur in the future unless such duplication is precluded by virtue of this Agreement; and

Section 0.7 WHEREAS, the Parties recognize that any duplication of said service facilities may result in needless and wasteful expenditures that are detrimental to the public interest; and

Section 0.8 WHEREAS, the Parties desire to avoid and eliminate the circumstances giving rise to the aforesaid potential duplications and toward that end have established a Territorial Boundary Line to delineate their respective retail territorial areas with Santa Rosa County; and

Section 0.9 WHEREAS, the Public Service Commission is empowered by the legislature of the State of Florida, pursuant to section 366.04 (3) (a), Florida Statutes, to approve territorial agreements between natural gas entities;

Section 0.10 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties, subject to and upon the terms and conditions herein set forth do hereby agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 Natural Gas As used herein, the term “Natural Gas” shall mean: natural gas, manufactured gas, liquefied gas with air mixture, or a similar gaseous substance furnished to the public by pipeline.

Section 1.2 Milton Territorial Area As used herein, the term “Milton Territorial Area” shall mean the area highlighted in light red depicted on the map of a portion of Santa Rosa County labeled Exhibit C of this agreement.

Section 1.3 OGD Territorial Area As used herein, the term “OGD Territorial Area” shall mean the area NOT highlighted in light red depicted on the map or a portion of Santa Rosa County labeled Exhibit C of this agreement.

Section 1.4 Adjacent Parcels As used herein, the term “Adjacent Parcels” shall mean the areas highlighted with red cross hashes depicted on the map or a portion of Santa Rosa County labeled Exhibit C of this agreement that fall outside of the Milton Territorial Area that will be served by OGD or Milton as agreed upon by mutual agreement.

Section 1.5 Existing Customers As used herein, the term “Existing Customers” shall mean those natural gas customers of either Party taking service from the Party on the effective date of this Agreement.

Section 1.6 Point of Use As used herein, the term “Point of Use” shall mean the end-use natural gas facilities of a customer, as distinct from the point of connection or point of metering.

Section 1.7 New Customers As used herein, the term “New Customers” shall mean those consumers applying for natural gas service for a Point of Use in the Territorial Area of either Party beginning with the inception of this Agreement.

Section 1.8 Territorial Area As used herein, the term “Territorial Area” shall mean either or both, where appropriate, the Milton Territorial Area or the OGD Territorial Area.

Section 1.9 Territorial Boundary Line As used herein, the term “Territorial Boundary Line” shall mean the boundary line so labeled, designating the dividing line between the areas shown on Exhibit C of this Agreement, which dividing line is further described as below:

An area of land situated in Santa Rosa County, Florida, shown herein as Exhibit “A” and being more particularly described as follows:

POINT OF BEGINNING of the area of land herein described, also being the northwest corner of Section 11, Township 2 North, Range 29 West in Santa Rosa County, Florida.

From said **POINT OF BEGINNING**; Thence, in an easterly direction, along the north line of the of the aforementioned Section 11, Township 2 North, Range 29 West, and extending along the section line to the northeast corner of Section 7, Township 2 North, Range 28, also being within the Right-of-Way of FL SR

89; Thence, running along the center of the Right-of-Way of FL SR 89 in a southeasterly direction to the intersection of the eastern boundary of Section 8, Township 2 North, Range 28 West; Thence, running in a southerly direction along said eastern boundary of Section 8, Township 2 North, Range 28 West to the northwest corner of Section 16, Township 2 North, Range 28 West; Thence running in a easterly direction along said northern boundary of Section 16, Township 2 North, Range 28 West to the northwest corner of Section 14, Township 2 North, Range 28 West, said point also being along the southern boundary of NAS Whiting Field; Thence running in a easterly direction along said southern boundary of NAS Whiting field boundary in an easterly and northerly direction until said boundary of NAS Whiting Field intersects with Section 1, Township 2 North, Range 28 West; Thence running in an easterly direction, along the north line of the of the aforementioned Section 1, Township 2 North, Range 28 West, and extending along the section line to the northeast corner of Section 4, Township 2 North, Range 27 West; Thence in an southerly direction, along the eastern boundary line of the of the aforementioned Section 4, Township 2 North, Range 27 West, and extending along the section line to the intersection of the centerline of Right-of-Way for US 90; Thence, running along the center of the Right-of-Way of US 90 in a southwesterly direction to the intersection of the centerline of the Right-of-Way for FL 87 S; Thence, running along the center of the Right-of-Way of FL 87 S in a southeasterly direction to the intersection of main branch of Yellow River; Thence, running along the center of the main branch of Yellow River in a westerly direction to the intersection with eastern shoreline of Blackwater Bay; Thence, running along the eastern shoreline of Blackwater Bay in a northerly direction to the intersection with the southern Right-of-Way of Interstate I-10; Thence, running along the southern Right-of-Way of Interstate I-10 to the western shoreline of Blackwater Bay; Thence, running along the western shoreline of Blackwater Bay from the aforementioned southern Right-of-Way of Interstate I-10 in a southerly direction to where Blackwater Bay meets East Bay; Thence, running along the shoreline in a southerly direction to where East Bay meets Pensacola Bay also known as White Point; Thence, leaving White Point and running along the shoreline in a westerly direction to where Pensacola Bay meets Escambia Bay also known as Hernandez Point; Thence, running along the shoreline of Escambia Bay in a northerly direction to southern most point of Section 22, Township 1 North, Range 29 West; Thence, in an northwesterly direction, along the western line of the of the aforementioned Section 22, Township 1 North, Range 29 West to the southwest corner of Section 18, Township 1 North, Range 29 West; Thence, in an southeasterly direction, along the southern line of the of the aforementioned Section 18, Township 1 North, Range 29 West to intersection of the center of the Right-of-Way of Woodbine Rd.; Thence, running along the center of the Right-of-Way of Woodbine Rd. in a northerly direction to the Northwestern corner of Section 32, Township 2 North, Range 29 West including the following adjacent Parcels on the western side of the Right-of-Way of Woodbine Rd.,

Parcel Identification Numbers

071N290000005000000	312N29008700A000340	312N29008700C000470	312N29008700C000030
071N290000006000000	312N29008700A000360	312N29008700C000520	312N29008700C000040
071N290000010000000	312N29008700A000450	312N29008700A000050	312N29008700C000120
071N290000004000000	312N29008700A000480	312N29008700A000150	312N29008700C000420
071N290000009000000	312N29008700A000510	312N29008700A000160	312N29008700C000440
071N290000009020000	312N29008700A000520	312N29008700A000210	312N29008700C000500
071N290000015000000	312N29008700A000540	312N29008700A000220	312N29008700C000530
071N290000016120000	312N29008700A000560	312N29008700A000230	312N29008700C000540
071N290000005010000	312N29008700A000600	312N29008700A000250	312N29008700A000010
071N290000016020000	312N29008700A000650	312N29008700A000260	312N29008700A000020
071N290000016030000	312N29008700A000660	312N29008700A000370	312N29008700A000030
071N290000016050000	312N29008700A000040	312N29008700A000380	312N29008700A000060
071N290000016070000	312N29008700A000070	312N29008700A000420	312N29008700A000080
071N290000016090000	312N29008700A000120	312N29008700A000460	312N29008700A000170
071N290000016010000	312N29008700A000140	312N29008700A000470	312N29008700A000290

071N290000016040000	312N29008700A000180	312N29008700A000500	312N29008700A000350
071N290000003020000	312N29008700A000190	312N29008700A000530	312N29008700A000400
071N290000004010000	312N29008700A000240	312N29008700A000630	312N29008700A000410
071N290000009010000	312N29008700A000270	312N29008700A000640	312N29008700A000550
071N290000012000000	312N29008700A000280	312N29008700B000010	312N29008700A000570
071N290000013000000	312N29008700A000331	312N29008700B000020	312N29008700A000680
071N290000016060000	312N29008700A000440	312N29008700B000050	312N29008700B000080
071N290000016110000	312N29008700A000580	312N29008700B000200	312N29008700B000170
071N290000016130000	312N29008700A000590	312N29008700B000210	312N29008700B000190
061N290000002000000	312N29008700A000610	312N29008700B000290	312N29008700B000250
061N290000005030000	312N29008700A000620	312N29008700C000010	312N29008700B000300
061N290000006010000	312N29008700B000060	312N29008700C000070	312N29008700B000320
061N290000006020000	312N29008700B000070	312N29008700C000100	312N29008700C000050
061N290000006030000	312N29008700B000090	312N29008700C000340	312N29008700C000080
061N290000006070000	312N29008700B000180	312N29008700C000370	312N29008700C000090
061N290000006060000	312N29008700B000220	312N29008700C000380	312N29008700C000110
061N290000006000000	312N29008700B000230	312N29008700C000430	312N29008700C000130
312N29008700A000090	312N29008700B000260	312N29008700C000450	312N29008700C000140
312N29008700A000100	312N29008700B000270	312N29008700C000460	312N29008700C000350
312N29008700A000110	312N29008700B000280	312N29008700A000670	312N29008700C000390
312N29008700A000130	312N29008700C000020	312N29008700B000030	312N29008700C000400
312N29008700A000200	312N29008700C000060	312N29008700B000040	312N29008700C000410
312N29008700A000300	312N29008700C000150	312N29008700B000160	312N29008700C000480
312N29008700A000310	312N29008700C000330	312N29008700B000240	312N29008700C000490
312N29008700A000330	312N29008700C000360	312N29008700B000310	312N29008700C000510

Thence, running in an easterly direction, along the northern line of the of the aforementioned Section 32, Township 2 North, Range 29 West and extending to the southeast corner of Section 26, Township 2 North, Range 29 West; Thence, running in an northerly direction, along the western line of the of the aforementioned Section 26, Township 2 North, Range 29 West and extending to the northeast corner of Section 11, Township 2 North, Range 29 West otherwise known as the **POINT OF BEGINNING** of the area of land herein described; Containing approximately 96,820 Acres of land more or less.

Section 1.10 Through Pipelines As used herein, the term “Through Pipelines” shall mean pipelines traversing the Territorial Area of the other Party but not serving customers within that Territorial Area.

ARTICLE II – RETAIL NATURAL GAS SERVICE

Section 2.1 In General Except as otherwise specifically provided herein, Milton shall have the authority to furnish natural gas service to all New Customers within the Milton Territorial Area, and OGD shall have the authority to furnish natural gas to all New Customers within all its Existing Customers and all New Customers in the OGD Territorial Area.

Section 2.2 Service to New Customers The Parties agree that neither of them will serve or attempt to serve any New Customer whose Point of Use is located within the Territorial Area of the other Party except as provided in Section 2.4.

If a New Customer or prospective New Customer requests or applies for service from either Party, but such Customer's Point of Use is located in the Territorial Area of the other Party, the Party receiving such a request or application shall refer such New Customer or prospective New Customer to the other Party with citation to this Agreement as approved by the Public Service Commission.

Section 2.3 The Parties recognize that, in specific instances, good engineering and safety practices or economic constraints on one of the Parties may from time-to-time indicate that small service areas and/or New Customers should not be served by the Party whose territory such areas or Customers are then located under Section 2.2. In such instances, the Parties agree to jointly and expeditiously seek approval of the Public Service Commission for modification of this Agreement in order to permit the appropriate Party to provide service to such small service areas and/or New Customers.

Section 2.4 To help facilitate the provisions of natural gas service to Customers and to minimize costs and delays in providing such service, a Party which has a gas main installed on its side of the Territorial Boundary Line may temporarily serve Customers located on the other side of such Territory Boundary Line in territory herein reserved to the other Party only (a) if requested by such other Party or (b) if such other Party is unable to provide such service within a reasonable time; provided, however, that when such temporary service is contemplated by a Party, it shall give written notice, setting forth the details of such contemplated service, to the Party in whose territory the Customer is located under Section 2.1 of the Agreement, and to the Public Service Commission, before installing any additional facilities needed for the provision of such temporary service. At such time as the Party in who's such Customers are located under Section 2.1 has a gas main available for providing or is otherwise able to provide natural gas service to such Customers, the Party providing temporary service pursuant to this section shall surrender any such Customers any such upon request of the Party in whose territory such Customers are located, and shall

convey to such other Party, at replacement cost less depreciation, such gas mains, service lines, and appurtenances thereto previously used by the Party in providing temporary service whether or not such facilities are necessary for the provision of service by the acquiring Party and located in the territory of the Party which will provide service thereafter. Any Customer who receives the temporary natural gas service under the provisions of this section shall be notified in advance that when service becomes available from the Party whose territory such Customer is located, the Customer will be required to receive service from such Party at such Party's then-current rates, and that such temporary service is provided only as a temporary convenience to the Customer.

ARTICLE III – OPERATION, MAINTENANCE AND TRANSMISSION LINE CUSTOMERS

Section 3.1 Facilities to Remain Nothing in this Agreement is intended to affect the gate stations, regulators or gas mains of either Party which are now or which in the future be located in the service area of the other Party; provided, however, that each Party shall operate and maintain said lines and facilities in such a manner as to minimize any interferences with the operations of the other Party. No such facilities shall be used by either Party to provide retail natural gas service to Customer located in the Territorial Area of the other Party except as may be necessary to implement the provisions of Section 2.3 or 2.4 hereof. Henceforth, by mutual agreement, Okaloosa Gas may provide service to future main line industrial and institutional customers not presently receiving natural gas services within the Milton Territorial Area and which Milton is unable to provide the services requested. Such agreement will be documented with both parties with citation to this agreement as approved by the Public Service Commission, as outlined in Section 2.2.

ARTICLE IV – PREREQUISITE APPROVAL

Section 4.1 Public Service Commission Approval The provisions and the Parties performance of the Agreement are subject to the regulatory authority of the Public Service Commission, and appropriate approval by that body of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Agreement shall have no effect whatsoever until that approval has been obtained, and the date of expiration of the appeal period following issuance of the Order granting Public Service Commission approval of this Agreement shall be deemed to be the effective date of this Agreement. Any proposed modification to this Agreement shall be submitted to the Public Service Commission for approval. In addition, the Parties agree to jointly petition the Public Service Commission to resolve any dispute concerning the provisions of the Agreement or the Parties' performance of this agreement.

Section 4.2 Liability in the Event of Disapproval In the event approval pursuant to Section 4.1 is not obtained, neither Party will have any claim against the other arising under this agreement.

ARTICLE V -- DURATION

Section 5.1 Prior to the second anniversary of the effective date of this Agreement and every fifth anniversary thereafter, the Parties shall meet to review the status of this Agreement and shall submit a joint status report to the Commission.

After this Agreement becomes effective pursuant to Section 4.1 hereof, it shall continue in effect until modification shall be mutually agreed upon and approved by the Public Service Commission or until termination shall be mandated by a governmental entity or court having jurisdiction to mandate such termination or modification.

ARTICLE VI – MISCELLANEOUS

Section 6.1 Negotiations Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the Parties hereto unless the same shall be in writing, attached hereto, signed by both Parties, and approved by the Public Service Commission.

Section 6.2 Successors and Assigns Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person or corporation, other than the Parties hereto, any right, remedy or claim under or by the reason of this Agreement or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of, and shall be binding only upon, the Parties hereto and their respective representatives, successors and assigns.

Section 6.3 Notices Notices given hereunder shall be deemed to have been given to Milton if mailed by certified mail to: City Manager, City of Milton, 6738 Dixon Street, Milton, FL 32572 and OGD if mailed by certified mail to: Chief Executive Officer, Okaloosa Gas District, 364 Valparaiso Parkway, Valparaiso, FL 32580. Such address to which such notice shall be mailed may be, at any time changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate in their respective corporate names and their corporate seals affixed by their duly authorized officer on the day and year first written above.

City of Milton

Okaloosa Gas District

By: _____

By: _____

City Manager

Chief Executive Officer

Countersigned

Countersigned

By: _____

By: _____

Mayor, City of Milton

Chairman Board of Directors, Okaloosa Gas District

Approved as to Legality of Form

Approved as to Legality of Form

By: _____

By: _____

City Attorney, City of Milton

Attorney, Okaloosa Gas District

EXHIBIT A

CHAPTER 71-773

House Bill No. 2580

AN ACT relating to the City of Milton, Santa Rosa County; amending section 2, chapter 61-2489, Laws of Florida; describing new boundaries for the natural gas service area; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 2 of chapter 61-2489, Laws of Florida, is amended to read:

Section 2. The area of the natural gas service area created in section 1 shall be as follows:

All that part of Santa Rosa County lying East of Escambia River, South of a line parallel to and two miles north of the township line between township three north and township four north, west of the east boundary of Santa Rosa County, and north of a line beginning at the intersection of the east boundary of Santa Rosa County, and center of Yellow River, thence down Yellow River to the mouth of Yellow River where it enters Blackwater Bay, thence down the center of Blackwater Bay to East Bay and Pensacola Bay to the West boundary of Santa Rosa County in Pensacola Bay.

Section 2. This act shall take effect upon becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 30, 1971.

EXHIBIT B

CHAPTER 2021-262

Committee Substitute for House Bill No. 1633

An act relating to Okaloosa Gas District, Okaloosa, Santa Rosa, and Walton Counties; amending ch. 2000-443, Laws of Florida; revising the territorial limits and area of service of the district to include all of Santa Rosa County and all of Walton County; providing exceptions; revising the membership of the Board of Directors to include one member appointed by each of the Board of County Commissioners of Santa Rosa and Walton Counties; revising the director's fee for each meeting attended by a member of the Board of Directors; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Sections 3 and 8 of section 2 of chapter 2000-443, Laws of Florida, are amended to read:

Section 3. Area of service.—The territorial limits and area of service of the District shall be Okaloosa County, Florida, and the following described areas in Santa Rosa County, Florida, and Walton County, Florida, to-wit:

(1) In Santa Rosa County, all of Santa Rosa County an area 20 miles wide, extending from the eastern boundary of Santa Rosa County, to the western boundary of said county, the center line of which shall be the presently existing transmission line of the District, excepting, however, from the above described area of Santa Rosa County:

(a) The area within the corporate limits of the City Town of Milton and the surrounding territory presently served by the gas distribution system of said city town; however, nothing in this act shall be construed to restrict or limit the City of Milton's right to serve gas customers within its territorial grants and in all areas where the district territories overlap with territories of the City of Milton authorized by chapter 61-2489 and chapter 71-773, Laws of Florida;

(b) The area adjacent to State Highway 87 (Brewton Highway) from the intersection of said highway and the transmission line of the District northerly along said highway for a distance of 2 miles;

(c) The area adjacent to the New Chumuckla Highway from the intersection of said highway and State Highway 87 (Brewton Highway) westerly along said New Chumuckla Highway for a distance of 2 miles; and

(d) The area adjacent to said Highway and the transmission line of the District east of Milton, in a westerly direction along said Highway 90 to the corporate limits of the City Town of Milton;

(e) The area within the corporate limits of the City of Gulf Breeze and the area from the eastern boundary of the corporate limits of the City of Gulf

1

CODING: Words stricken are deletions; words underlined are additions.

EXHIBIT B (continued)

Ch. 2021-262

LAWS OF FLORIDA

Ch. 2021-262

Breeze extending easterly approximately 11 miles to the line defined as the eastern boundary of Sections 4, 9, 16, 21 and 28 of Township 2 South, Range 27 West, which extends north and south from Santa Rosa Sound to East Bay;

(f) The area from the line defined as the eastern boundary of Sections 4, 9, 16, 21 and 28 of Township 2 South, Range 27 West, which extends north and south from Santa Rosa Sound to East Bay, and extending easterly to the line starting at the intersection US Highway 98 and Shannon Drive, going due south to Santa Rosa Sound, thence turning due north continuing to Manatee Road; thence turning west until the intersection of Basswood Drive; thence turning north until intersecting the Tom King Bayou tributary south of Cove Road; thence following this branch northwest to Tom King Bayou, thence north to East Bay is presently claimed as a service area by the District and by the City of Gulf Breeze and shall not be deemed to be included or excluded as a service area for the District. The service rights for this area shall be determined by a final nonappealable order of the Florida Public Service Commission or any successor agency; and

(g) The area within the corporate limits of the Town of Jay and the existing customers presently served by the gas distribution system of said town.

(2) In Walton County, all of Walton County extending from the eastern boundary of Walton County to the western boundary of said county, excepting, however, from the above described area of Walton County, that area lying south of the section lines commencing at the Western Boundary of Walton County at the Northwest corner of Section 31, Township 4 North, Range 21 West and running easterly along the northern section lines of Sections 31, 32, 33, 34, 35, and 36 of Township 4 North, Range 21 West, Sections 31, 32, 33, 34, 35, and 36 of Township 4 North, Range 20 West, Sections 31, 32, 33, 34, 35, and 36 of Township 4 North, Range 19 West, and Section 31, 32, and 33 of Township 4 North, Range 18 West, ending at the Eastern Boundary of Walton County located at the Northeast corner of Section 33, Township 4 North, Range 18, south to the current gas distribution system of the City of DeFuniak Springs, the area within the corporate limits of the City of DeFuniak Springs and the customers served by the gas distribution system of said city. However, should the District request in writing to the city and the city agrees through written agreement, the District is authorized to serve any mutually agreed portion of the excepted area above the area shall be all of that portion of Walton County lying south of Highway 20 and 10 miles north of Highway 20.

The District may acquire a supply of gas either within or without the District's territorial limits and area of service and may transport and transmit gas from the point of such acquisition to the system or systems of the District. The District may also sell and transport gas for delivery beyond the territorial limits and area of service of the District and acquire, finance, operate, maintain, extend, and improve gas transmission lines, laterals, and facilities beyond the territorial limits and area of service of the District for such purposes and also for the purpose of making direct sales to industrial

EXHIBIT B (continued)

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and institutional users and to line tap commercial and residential users, but the District shall not acquire, construct, own, or operate any gas distribution system in any area other than within Santa Rosa, Okaloosa, or Walton Counties the territorial limits and area of service of the District as provided in this section, unless authorized by special act of the Legislature to do so.

Section 8. The Board of Directors.—The District shall have a Board of Directors, consisting of one member of each member municipality and one member appointed by the Board of County Commissioners of Okaloosa, Santa Rosa, and Walton Counties ~~County~~, to represent the interest of the unincorporated areas and the interest of the nonmember cities. The member for each member municipality shall be appointed by the governing body of such member municipality and the Board of County Commissioners of ~~the respective counties~~ Okaloosa County shall appoint one member ~~from each county~~. The member shall serve for a term of 4 years and until his or her successor is appointed in like manner and qualified. Appointments to fill a vacancy shall be for the unexpired term. The representative of each municipality may, but need not be, the mayor or chief executive officer of such municipality and the member appointed by the Board of County Commissioners of ~~Okaloosa County~~ may, but need not be, an elected official, except and provided that no member of the Board of County Commissioners of ~~Okaloosa County~~ shall serve in such capacity. The members of the Board of Directors shall serve without compensation, except that they shall be reimbursed for actual expenses incurred in and about the performance of their duties thereunder and, at the discretion of the Board of Directors, they may be paid a director's fee of not exceeding ~~\$244~~ \$25 for each directors' meeting attended by them, not exceeding one meeting during each calendar month. The appointing authority may remove any member of the Board of Directors within the term for which such member shall have been appointed for malfeasance or misfeasance in office or other just cause after giving to such member a copy of the charges against him or her and an opportunity to be heard in his or her defense.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

EXHIBIT C

