



CITY COUNCIL
Regular Meeting Agenda

May 12, 2026
6:30 PM
6738 Dixon Street
Milton, FL 32570

- 1. Open Meeting**
- 2. Invocation & Pledge of Allegiance**
Pastor Nicole Jackson, Bearing Fruit Community Church
- 3. Approval of Minutes**
Item # 2026-4008
April 14, 2026 Regular Council Meeting
- 4. Approval of Agenda**
 - Recommendation for additional items from the staff.
 - Recommendation for additional items from the Council.
- 5. Public Announcements, Awards, Proclamations & Recognitions**
Item # 2026-4033
Recognition: Yard of the Season Spring Winner - 5226 Elmira Street
Item # 2026-4070
Recognition: NJROTC Award
Item # 2026-4072
Proclamations for May 2026
- 6. Public Hearings**
Item # 2026-4017
Rezoning and FLUM Change Request - Circle K Stewart Street
- 7. Invited Speakers**
Item # 2026-4061
Chief Frank, MPD
Item # 2026-4071
Jackalyn Kovac, Food Raising Friends
- 8. Persons to Appear**
- 9. General Consent Agenda**
Item # 2026-4073
SEPA - Battle of the BBQing Baptists 2026 (5/16)
- 10. Ordinances & Resolutions**
Item # 2026-4004
Ordinance # 05-26 Amending Chapter 46 Regulation of Wrecker Operations
(Second Reading)

Item # 2026-4005

Ordinance # 06-26 Amendment To Add "Marina" to Permitted Comm. PDP
Uses (Second Reading)

Item # 2026-4006

Ordinance # 07-26 -FLUM Change - Parcel ID 34-2N-28-0000-23000-0000
(First Reading)

Item # 2026-4007

Ordinance # 08-26 - Rezoning Change for Parcel ID 34-2N-28-0000-23000-
0000 (First Reading)

Item # 2026-4063

Resolution # 2026-09 Budget Amendment FY26

11. City of Milton Events

12. Finance, Planning Board

Councilman Michael Cusack

Item # 2026-4049

Natural Gas Fee Schedule (action item)

13. Administration, Historic Preservation Board

Councilwoman Marilyn Farrow

Item # 2026-4024

HGMP Multiple Critical Facilities Generator Contract (action item)

Item # 2026-4026

Board Appointment Reorganization Plan (action item)

14. Parks & Recreation, Community Improvement Board

Councilman Gavin Hawthorne

Item # 2026-4062

Community Improvement Board (CIB) Reappointments in Accordance with
Newly Adopted Ordinances (action item)

15. Public Works

Councilman Robert Leek

16. Board of Adjustments, Stormwater

Councilman Larry McKee

17. Growth, Development & Annexation, Tourist Development Council

Councilman Tom Powers

18. LEAP, Youth Council

Councilman Casey Powell

19. Public Safety

Councilwoman Ashley Fretwell

20. Mayor Report: ECRC, TPO

Mayor Heather Lindsay

- 21. City Attorney's Report**
- 22. City Manager's Business**
- 23. Public Input**
- 24. 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



April 14, 2026 Regular Council Meeting

MEETING DATE	PREPARED BY
May 12, 2026	Clerk's Office



CITY COUNCIL
Regular Meeting Minutes

April 14, 2026
6:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

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

Members Present:

Council Member Ward IV, Seat II Casey Powell
Council Member, Ward I, Seat I Mike Cusack
Council Member, Ward II, Seat I Marilynn Farrow
Council Member, Ward III, Seat I Gavin Hawthorne
Council Member Ward III, Seat II Robert Leek
Council Member Ward I, Seat II Tom Powers
Council Member, Ward IV, Seat I Ashley Fretwell
Council Member Ward II, Seat II Larry McKee
Mayor Heather Lindsay

Members Absent:

Members of the Public in Attendance

Kelli Miller, Diane Miller, Shari Sebastiao, Buddy Fisher, David Samples, Theresa Messick, Carol B Rich, Teresa Harris, Kyle H., David Farrow

Staff in Attendance

City Manager, Ed Spears
City Attorney, John Adams
City Clerk, Molly Turnes
IT Director, Krystle Nowlin
Public Information Officer, Bethany Anderson
Planning Director, Jacob Hullett
Public Works Director, Joe Cook
Ec. Dev. Director, Stephen Prestesater
ACM, Sandra Woodbery
Budget Coordinator, Laura McDill
Chief of Police, Jennifer Frank

2. Invocation & Pledge of Allegiance

Pastor Bill Wright gave the invocation.

3. Approval of Minutes

Item # 2026-3937
March 10, 2026 Regular Council Meeting

ACTION: Motion to Approve by Tom Powers; second by Casey Powell;
Motion passed - 8:0

YEAS: Casey Powell, Mike Cusack, Marilyn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee

NAYS: None

ABSTAIN: None

4. Approval of Agenda

ACTION: Motion to Approve by Larry McKee; second by Gavin Hawthorne;
Motion passed - 8:0

YEAS: Casey Powell, Mike Cusack, Marilyn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee

NAYS: None

ABSTAIN: None

Items moved to the consent agenda:

- Item# 2026-4011 Fireworks - \$38,875.00
- Item# 2026-4002 BIP - First Presbyterian Church
- Item# 2026-4019 - Custodial and Janitorial Services
- Item# 2026-4021 Air compressor for Utilities Dept
- Item# 2026-3998 MPD Cruiser

Moved up on agenda Item# 2026-3970 Veterans Tribute Banners (after invited speaker)

5. Public Announcements, Awards, Proclamations & Recognitions

Item # 2026-4012

Proclamation: National Public Safety Telecommunicators Week

Mayor Lindsay read the National Public Safety Telecommunicators Week Proclamation and presented it to the MPD Dispatchers.

Item # 2026-3997

Recognition: 2026 Digital Budget Book Award

Budget Coordinator, Laura McDill, was recognized for her outstanding efforts with the City's Budget and for achieving this national recognition.

Item # 2026-4016

Public Announcement: Arbor Day 2026 Agenda — Friday, April 24, 2026, at 12:30PM

Mayor Lindsay announced the Arbor Day Ceremony for April 24th at Milton HS.

6. Public Hearings

Item # 2026-4017

Rezoning and FLUM Change Request - Circle K Stewart Street

Planning Director Jacob Hullett reported to council.

The first Public Hearing was held with no comments from the public

7. Invited Speakers

Kelli Miller, (DAR) Daughters of the American Revolution

Kelli Miller reported to council.

8. Persons to Appear

Public input was provided by: Theresa Messick

Lea Funchess, District Aide of Rep Boyles, introduced herself to the council.

9. General Consent Agenda

ACTION: Motion to Approve by Tom Powers; second by Gavin Hawthorne;

Motion passed - 8:0

YEAS: Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee

NAYS: None

ABSTAIN: None

Additional Items moved to the consent agenda:

- Item# 2026-4011 Fireworks - \$38,875.00
- Item# 2026-4002 BIP - First Presbyterian Church
- Item# 2026-4019 - Custodial and Janitorial Services
- Item# 2026-4021 Air compressor for Utilities Dept
- Item# 2026-3998 MPD Cruiser

Item # 2026-4015

SEPA - Juneteenth Celebrations 2026

Item passed on consent agenda

Item # 2026-3966
Relocating Planning Department to City Property
Item passed on consent agenda

10. Ordinances & Resolutions

Item # 2026-3910
Ordinance # 01-26 Revising Membership Requirements for the CIB (Second Reading)

ACTION:	Motion to Approve by Casey Powell; second by Gavin Hawthorne; Motion passed - 8:0
YEAS:	Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee
NAYS:	None
ABSTAIN:	None

City Attorney, John Adams read second reading of Ord# 01-26

Item # 2026-3911
Ordinance # 02-26 Revising Membership & Qualifications Requirements for BOA (Second Reading)

ACTION:	Motion to Approve by Larry McKee; second by Robert Leek; Motion passed - 8:0
YEAS:	Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee
NAYS:	None
ABSTAIN:	None

City Attorney, John Adams read second reading of Ord# 02-26

Item # 2026-3912
Ordinance # 03-26 Revising the Membership & Qualification Requirements for HPB (Second Reading)

ACTION:	Motion to Approve by Tom Powers; second by Marilynn Farrow; Motion passed - 8:0
YEAS:	Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee
NAYS:	None

ABSTAIN: None

City Attorney, John Adams read second reading of Ord# 03-26

Item # 2026-3913

Ordinance # 04-26 Revising the Membership & Qualifications Requirements for PB (Second Reading)

ACTION: Motion to Approve by Tom Powers; second by Gavin Hawthorne;

Motion passed - 8:0

YEAS: Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee

NAYS: None

ABSTAIN: None

City Attorney, John Adams read second reading of Ord# 04-26

Item # 2026-4004

Ordinance # 05-2026 Amending Chapter 46 Regulation of Wrecker Operations (First Reading)

ACTION: Motion to Approve by Mike Cusack; second by Casey Powell;

Motion passed - 8:0

YEAS: Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee

NAYS: None

ABSTAIN: None

City Attorney, John Adams read first reading of Ord# 05-26

Item # 2026-4005

Ordinance # 06-26 Amendment To Add "Marina" to Permitted Comm. PDP Uses (First Reading)

ACTION: Motion to Approve by Larry McKee; second by Marilynn Farrow;

Motion passed - 8:0

YEAS: Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee

NAYS: None

ABSTAIN: None

City Attorney, John Adams read first reading of Ord# 06-26

Item # 2026-3995

Resolution # 2026-06 Ratifying the Reappointment of Brian McGuire to the Fire Pension Board

ACTION: Motion to Approve by Casey Powell; second by Robert Leek;
Motion passed - 8:0
YEAS: Casey Powell, Mike Cusack, Marilyn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee
NAYS: None
ABSTAIN: None

City Attorney, John Adams read resolution #2026-06

Item # 2026-4013

Resolution # 2026-07 FY2026 Budget Amendment

ACTION: Motion to Approve by Mike Cusack; second by Casey Powell;
Motion passed - 8:0
YEAS: Casey Powell, Mike Cusack, Marilyn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee
NAYS: None
ABSTAIN: None

City Attorney, John Adams read resolution #2026-07

Item # 2026-3968

Resolution # 2026-08 Adopting the SRC Local Mitigation Strategy Plan for 2026-2030

ACTION: Motion to Approve by Larry McKee; second by Marilyn Farrow;
Motion passed - 8:0
YEAS: Casey Powell, Mike Cusack, Marilyn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee
NAYS: None
ABSTAIN: None

City Attorney, John Adams read resolution #2026-08

11. City of Milton Events

Item # 2026-4011

Fire Works Update (informational item)

Discussed at the work session

12. Finance, Planning Board

Councilman Cusack reported to council.

Public input was provided by: Theresa Messick, Kelli Miller, Shari Sebastiao

13. Administration, Historic Preservation Board

Councilwoman Farrow reported to council and recognized Jacob Hullett and Katie Prestesator as Rising Stars for Santa Rosa.

Item # 2026-4018

Board Vacancy: Milton Fire Pension Board (informational item)

Councilwoman Farrow announced the vacant seat for the Milton Fire Pension Board

Item # 2026-3970

Veterans Tribute Banners (action item)

ACTION: Motion to Approve by Robert Leek; second by Casey Powell;

Motion passed - 8:0

YEAS: Casey Powell, Mike Cusack, Marilynn Farrow, Gavin Hawthorne, Robert Leek, Tom Powers, Ashley Fretwell, Larry McKee

NAYS: None

ABSTAIN: None

Item was considered after the Invited Speaker Section

Item # 2026-4002

Business Improvement Program FY26 - First Presbyterian Church Milton (action item)

Item passed on consent agenda

Item # 2026-4019

2026.03 ITB Custodial and Janitorial Services (action item)

Item passed on consent agenda

14. Parks & Recreation, Community Improvement Board

Councilman Hawthorne reported to council.

PIO Bethany Anderson announced the Gaming Event at the Community Center on April 18th & 19th.

15. Public Works

No Report

Item # 2026-4021

Equipment Purchase: Air Compressor for Utilities Dept (action item)

Item passed on consent agenda

16. Board of Adjustments, Stormwater

No Report

17. Growth, Development & Annexation, Tourist Development Council

Councilman Powers reported to council regarding the survey for the aircrafts.
Public input was provided by: Shari Sebastiao
Stephen Prestesator reported to council

Adding the aircraft discussion to the April 23rd Work Session

18. LEAP, Youth Council

Councilman Powell reported to council

19. Public Safety

No Report

Item # 2026-3998

Vehicle Purchase: Replacement Cruiser for MPD (action item)

Item passed on consent agenda

20. Mayor Report: ECRC, TPO

Mayor Lindsay reported to council.

21. City Attorney's Report

No Report

22. City Manager's Business

City Manager Ed Spears reported to council

23. Public Input

Public input was provided by: David Samples, David Farrow

24. Adjournment

The meeting adjourned at 07:43 PM.

Mayor

Date

City Clerk

Date



Recognition: Yard of the Season Spring Winner - 5226 Elmira Street

MEETING DATE	PREPARED BY
May 12, 2026	Clerk's Office Molly Turnes, City Clerk



NOMINATIONS

1. 5801 CANAL
STREET



2. 5226 ELMIRA
STREET



3. 5061 CANAL
STREET





Recognition: NJROTC Award

MEETING DATE	PREPARED BY
May 12, 2026	Administration Department



Proclamations for May 2026

MEETING DATE	PREPARED BY
May 12, 2026	Clerk's Office



Agenda Item # 2026-4017

Rezoning and FLUM Change Request - Circle K Stewart Street

MEETING DATE

May 12, 2026

PREPARED BY

Jacob Hullett, Planning Director

BACKGROUND

Due to Circle K at 5462 Stewart St. proposing to expand into the parcel directly east of its existing site, and that proposed site currently having a split Zoning District of 1/2 Residential and 1/2 Commercial, it is proposed that the entirety of the site be rezoned as SSC-RC. The SSC-RC zoning district would be the most appropriate Zoning District as the two lots, the existing Circle K lot and the proposed rezoning lot, will be combined into one lot. This lot would front and face Stewart St., as the current Circle K lot does now.

Milton Planning Board reviewed the proposed rezoning and FLUM and unanimously recommended the lot for the proposed rezoning and FLUM changes.

The project would see a complete demolition of the existing structures and a new building constructed on the expanded site.

SUMMARY

This is the second Public Hearing.

RECOMMENDATION

MPB recommends the proposed rezoning. City staff recommends the rezoning based on the joining of the two lots.

ATTACHMENTS

1. Circle K Stewart St Expansion FLUM Ordinance 2026FINAL
2. Circle K Stewart St Expansion Rezoning Ordinance 2026 (1)
3. STAFFA~1
4. V2PUBL~1

ORDINANCE NO. 7-26

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MILTON, SPECIFICALLY THE FUTURE LAND USE MAP, TO INCLUDE ONE PARCEL IN SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, THE LEGAL DESCRIPTION OF WHICH IS CONTAINED IN ATTACHMENT B OF THIS ORDINANCE, FROM A ½ SINGLE-FAMILY RESIDENTIAL & ½ COMMERCIAL 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 April 14th, 2026 to adopt Comprehensive Plan Amendment No. **2026-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. **2026-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 ½ SINGLE-FAMILY RESIDENTIAL & ½ COMMERCIAL DESIGNATION to a COMMERCIAL DESIGNATION, as described in Amendment No. **2026-S1**, and shown on the map located in Attachment A.

PARCEL # 34-2N-28-0000-23001-0000

Section 2: Comprehensive Plan Amendment.

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

Section 3: Severability.

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

Section 4: Copy on File.

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

Section 5: Effective Date.

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

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the 12th day of May, 2026.

CITY OF MILTON, FLORIDA

BY: _____
Heather Lindsay - MAYOR

ATTEST:

CITY CLERK: _____

First Reading: _____

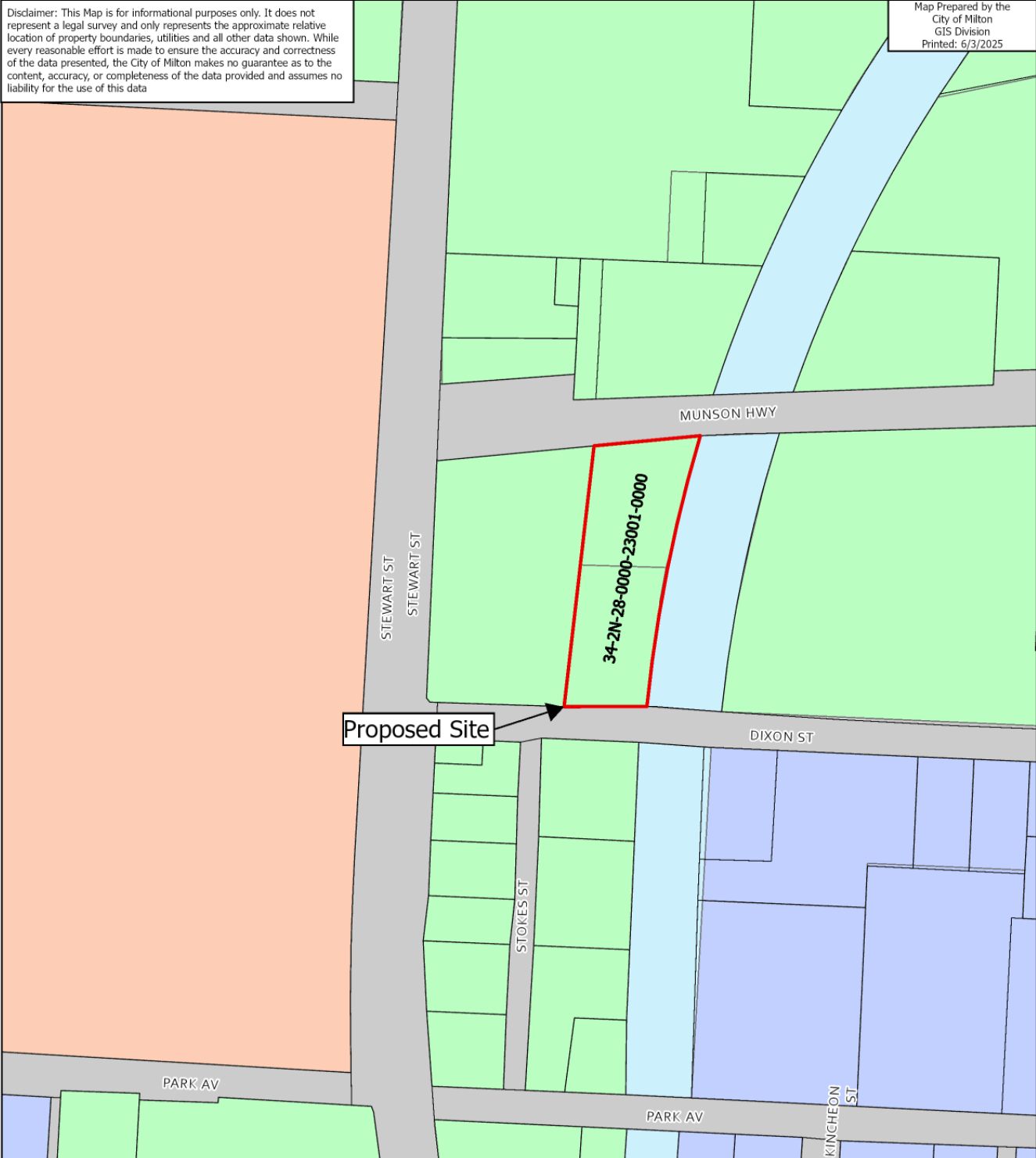
Second Reading: _____

Legal in form and valid when signed by City Attorney.

ATTACHMENT A

Disclaimer: This Map is for informational purposes only. It does not represent a legal survey and only represents the approximate relative location of property boundaries, utilities and all other data shown. While every reasonable effort is made to ensure the accuracy and correctness of the data presented, the City of Milton makes no guarantee as to the content, accuracy, or completeness of the data provided and assumes no liability for the use of this data

Map Prepared by the
City of Milton
GIS Division
Printed: 6/3/2025



City of Milton Proposed
Future Land Use Map

Legend	
COM Boundary	PUB
Proposed Parcel	REC
Parcels	RES COM
COM FLU	RUR URB
COM	SF RES
MF RES	

ATTACHMENT B

PARCEL # 34-2N-28-0000-23000-0000

LEGAL DESCRIPTION:

ALL THAT PORTION OF LOT 2 IN THE SUBDIVISION OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, LYING NORTHERLY AND WESTERLY OF A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT FROM THE CENTER LINE OF THE FORMER RAILROAD OF BAGDAD LAND & LUMBER COMPANY, VIS: COMMENCING AT A POINT 50 FEET WESTERLY FROM THE CENTER LINE OF THE FORMER RAILROAD OF THE BAGDAD LAND & LUMBER COMPANY:

ON THE NORTH SIDE OF DIXON STREET; THENCE NORTHERLY AND EASTERLY ALONG A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT AND WESTERLY FROM SAID FORMER RAILROAD TO THE NORTH LINE OF LOT 2; THENCE WESTERLY ALONG THE QUARTER SECTION LINE TO A POINT 210 FEET EAST OF THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER (SE $\frac{1}{4}$ OF SW $\frac{1}{4}$), OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, THENCE SOUTH 799 FEET TO THE NORTH LINE OF DIXON ST; THENCE EAST TO POINT OF BEGINNING.

ORDINANCE NO. 8-26

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING ONE PROPERTY CONTAINING APPROXIMATELY 0.988 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM ½ R-1 & ½ C-2, HIGH DENSITY, SINGLE FAMILY RESIDENTIAL AND GENERAL COMMERCIAL ZONING DISTRICTS, TO THE SSC-RC, STEWART STREET CORRIDOR, RESIDENTIAL COMMERCIAL MIXED-USE ZONING DISTRICT; AUTHORIZING A ZONING MAP AMENDMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council held a public hearing on April 14th, 2026 to consider the rezoning of the property described in Attachment A herein; and

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

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

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

Section 1: Intent and Purpose.

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

PARCEL # 34-2N-28-0000-23001-0000

Is hereby changed from the ½ R-1 (Single Family Residential) and ½ C-2 (General Commercial) Zoning Districts to the SSC-RC (Stewart St. Corridor Residential Commercial) Zoning District.

Section 2: Zoning Map Series Amendment.

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

Section 3: Severability.

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

Section 4: Copy on File.

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

Section 5: Effective Date.

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

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, The 12th day of May, 2026.

CITY OF MILTON, FLORIDA

Heather Lindsay - Mayor

ATTEST:

CITY CLERK

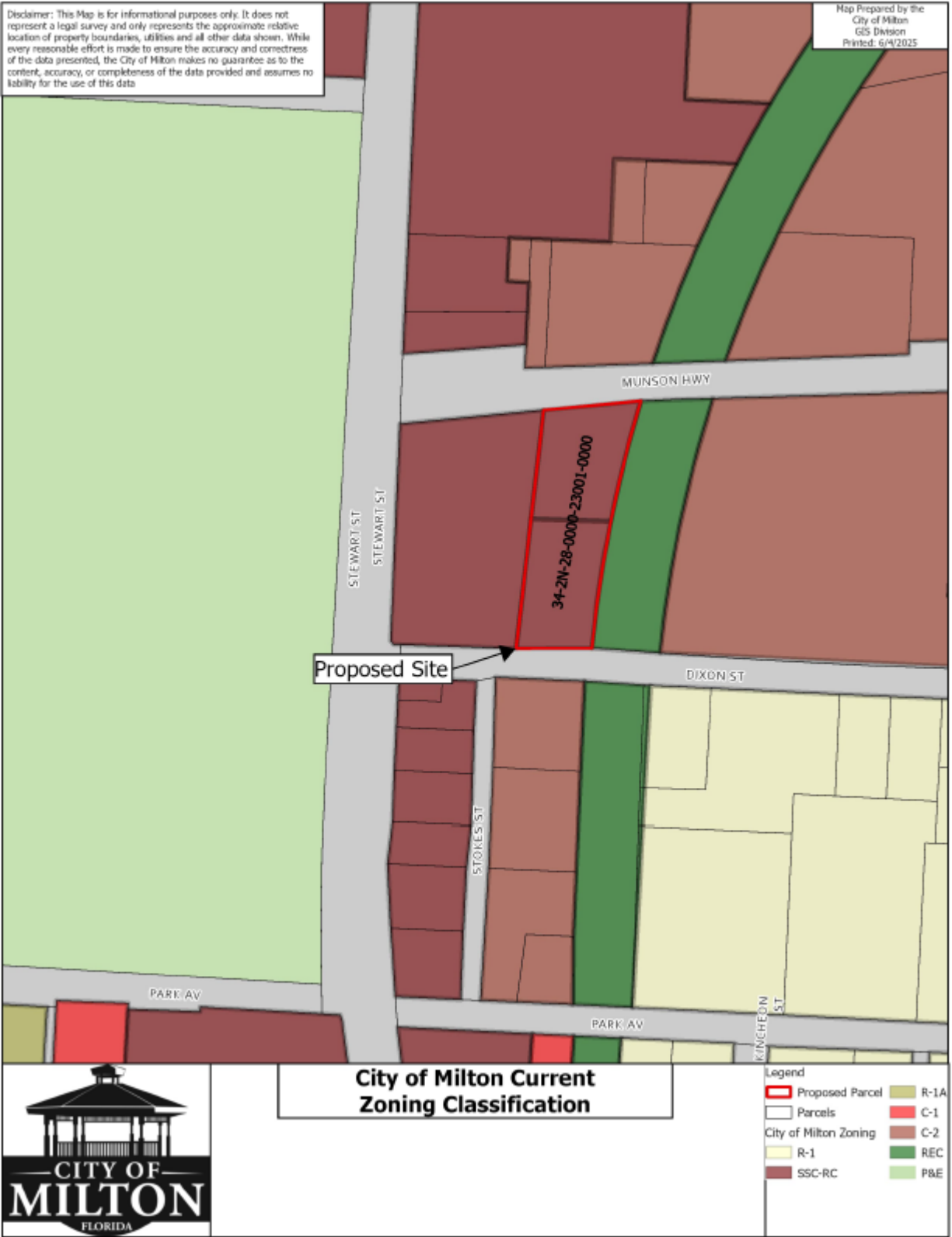
FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

XX – City Attorney

ATTACHMENT A



ATTACHMENT B

PARCEL # 34-2N-28-0000-23000-0000

LEGAL DESCRIPTION:

ALL THAT PORTION OF LOT 2 IN THE SUBDIVISION OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, LYING NORTHERLY AND WESTERLY OF A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT FROM THE CENTER LINE OF THE FORMER RAILROAD OF BAGDAD LAND & LUMBER COMPANY, VIS: COMMENCING AT A POINT 50 FEET WESTERLY FROM THE CENTER LINE OF THE FORMER RAILROAD OF THE BAGDAD LAND & LUMBER COMPANY: ON THE NORTH SIDE OF DIXON STREET; THENCE NORTHERLY AND EASTERLY ALONG A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT AND WESTERLY FROM SAID FORMER RAILROAD TO THE NORTH LINE OF LOT 2; THENCE WESTERLY ALONG THE QUARTER SECTION LINE TO A POINT 210 FEET EAST OF THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER (SE ¼ OF SW ¼), OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, THENCE SOUTH 799 FEET TO THE NORTH LINE OF DIXSON ST; THENCE EAST TO POINT OF BEGINNING.

Caroline St.

Rezoning Request Data and 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:



CURRENT REQUEST: This proposal is for the rezoning of a parcel approximately 1.02 acres in size, also known as Parcel No. 34-2N-28-0000-23001-0000. The subject property is served by Munson Highway along the northern boundary and Dixon Street along the southern boundary, with approximately 143 feet and 123 feet of road frontage, respectively. The intersection with Stewart Street and Munson Highway is approximately 230 feet from the closest property boundary. The applicant is requesting to rezone the property from R-1 Single-Family Residential and C-2 General Commercial zoning districts to the proposed SSC-RC Stewart Street Corridor Residential Commercial District. Approval of this request also requires an amendment to the Future Land Use Map (FLUM) designation from Single-Family

Residential to Commercial. According to the City of Milton's Unified Development Code, properties within the R-1 Single-Family Residential Zoning District is not permitted for Gas Station uses. Such uses would be allowed in the SSC-RC Zoning District. Currently, the property has no defined use and is vacant. The future proposed non-residential use would include a Fast Food Restaurant use.

The subject parcel may contain jurisdictional wetlands. Development in these areas will require appropriate permitting and mitigation through relevant regulatory agencies including the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management district (NFWFMD), and the U.S. Army Corps of Engineers. If applicable, copies of these permits will need to be provided to Planning Staff.

The eastern boundary of the subject parcel abuts the Blackwater Heritage State Trail, a multi-use recreational trail. Appropriate erosion and sediment control measures will be required during construction to prevent sediment from leaving the site and impacting the trail or any adjacent wetlands. Additionally, the project design shall not allow or promote direct access to the trail without prior authorization from the Florida Department of Environmental Protection Division of State Lands.

Property dimensional requirements, including minimum lot width, minimum lot area, front, side, and rear setbacks, and maximum impervious surface ratios, differ among the three zoning districts.

Within the R-1 Single-Family Residential District, single-family uses require a minimum lot area of 7,500 square feet, a minimum lot width of 70 feet, a front setback of 25 feet, side setbacks of 12 feet, a rear setback of 20 feet, and a maximum impervious surface ratio of 35%.

Within the C-2 General Commercial District, non-residential uses require a minimum lot area of 10,890 square feet and a minimum lot width of 100 feet along arterial roads. The maximum impervious surface ratio is 65%, and the maximum front setback is 55 feet. Side setbacks are 10 feet; however, when adjacent to a residential use, the required side setback increases to 15 feet.

The proposed SSC-RC Stewart Street Corridor Residential Commercial District differs from the R-1 district in that it primarily accommodates commercial and mixed-use development. For non-residential uses, the SSC-RC district does not establish a minimum lot area or width. The maximum impervious surface ratio is 60%, and the maximum front setback is 50 feet. Side setbacks mirror those of the C-2 district at 10 feet, increasing to 15 feet when adjacent to a residential use.

Any new development will be required to provide appropriate screening and buffer yards and must comply with all applicable standards related to commercial development. Development of the subject property must also obtain any applicable permits from the Florida Department of Environmental Protection for potential impacts to onsite or adjacent wetlands or surface waters.

CURRENT ZONING:



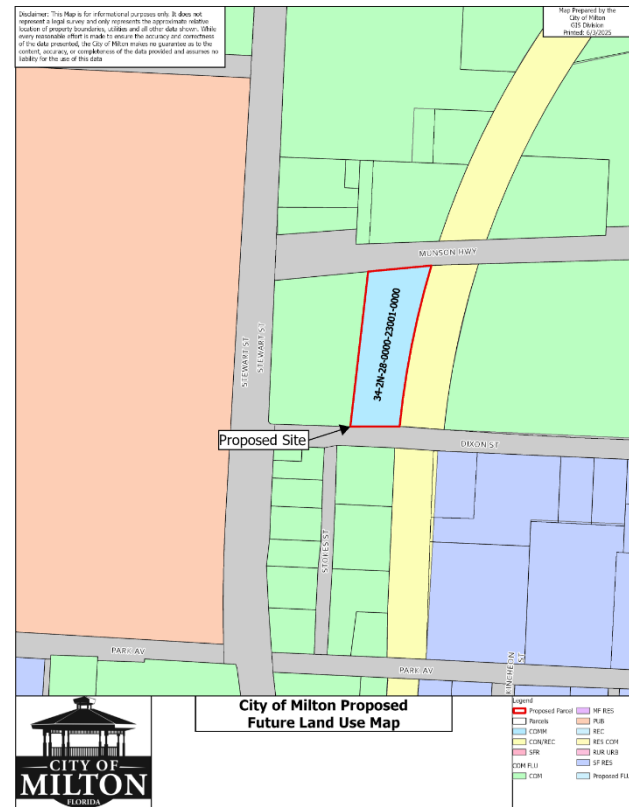
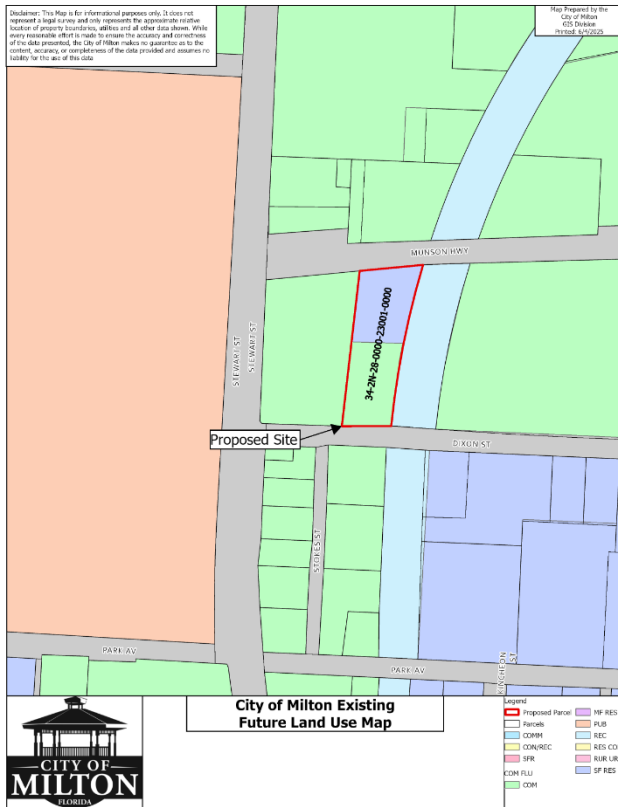
PROPOSED ZONING:



The applicant has initiated the process to reclassify the subject property from the R-1 Single-Family Residential and C-2 General Commercial zoning districts to the SSC-RC Stewart Street Corridor Residential Commercial District. This request also requires an amendment to the Future Land Use Map (FLUM) designation from Single-Family Residential to Commercial. The Unified Development Code requires that any new development, redevelopment, or change in use that increases the intensity of use, must comply with applicable development standards, including those related to streetscape buffer yards, landscaping, and screening of adjacent properties. In this instance, adjacent zoning districts include SSC-RC and C-2 to the north and south, REC to the east, and Public and Education District to the west.

CURRENT FUTURE LAND USE MAP

PROPOSED FUTURE LAND USE MAP



TRAFFIC: The subject properties would be served by Stewart Street, Munson Highway, and Dixon Street. As of 2024, the Florida Department of Transportation (FDOT) calculates an Annual Average Daily Traffic (AADT) of 17,300 vehicles at Stewart Street and 3,900 vehicles at Munson Highway. Currently, there is no AADT data for Dixon Street. Staff does not anticipate that the proposed development will create any increase in capacity issues. However, since the project is expected to generate additional traffic due to expansion or redevelopment, the property owner should contact FDOT to determine whether a new State Highway System Connection Permit or a modification to an existing connection will be required. Connections onto City's streets need to be at least 50 feet from an intersection.

UTILITY SERVICE: The property in question is vacant, but may be serviced by City of Milton utilities, including water, sewer, natural gas, and sanitation services.

LIGHTING: Current City regulations require that lighting may not exceed 1 foot candle at any lot line. 1 foot candle is generally considered to be approximately the minimum amount of light necessary for an individual to safely walk without the hazard of tripping over anything or colliding with something. This standard must be met as a part of the development review process.

SOUND: The applicant will be required to establish required landscaping buffers to minimize sound effects on the adjacent properties. Depending on any proposed use, landscaping must

be incorporated on the property and utilized as part of the landscaping buffer where required by code. For new development, redevelopment or a change in use which increases intensity or requires additional parking within the SSC-RC Zoning District, Article 12 Landscape Requirements establishes open space, landscaping, and screening standards for all required buffer yards, off-street parking areas and other developed areas. The conceptual plan provided to staff meets the intent of Article 12, but requires some minor revisions.

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

The R-1 Single-Family Residential Zoning District is intended to provide for a neighborhood environment of single-family attached and detached located on 7,500 square foot lots that have been established with a smaller lot size than the predominant pattern of single-family residential development. Lots platted prior to the date of the ordinance from which this article is derived shall have a minimum lot area of 5,000 square feet for each single-family dwelling. 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.

Allowable uses in the R-1 Zoning District. Allowable uses include but are not limited to adult family-care home, community residential home 6 or less, day care home, dwelling single-family, garage apartment, guest cottage, and private stable.

Current Zoning Sec. 6.3 (A.2). – General Commercial Zoning District (C-2)

The C-2 General Commercial Zoning District is intended to accommodate those lands and structures used to provide for the retail of commodities and furnishings of selected services, trades and other commercial enterprises within the Planning Area. The C-2 District addresses primarily auto-oriented retail, both individual businesses and retail centers, with the intent of improving the pedestrian environment along the existing corridors. Limited mixed-use development with residential dwelling units above the ground floor and higher density, multi-family residential development may be allowed upon development authority approval.

Allowable uses in the C-2 zoning district. Allowable uses include, but are not limited to Amusement Facility (Indoor and outdoor), Bar/Tavern, Boat Rental Facility, Contractor Office w/out Storage, Contractor Office with storage, Cultural Facility, Drive-Through Facility, Dwelling - Multi-Family, Farmers Market, Fast food Restaurant, Gas Station, Greenhouse/Nursery - Retail, Heavy Retail, Rental and Service, Hotel/Motel, Live Entertainment - Ancillary Use, Live Performance Venue, Lodge/Meeting Hall, Marina, Micro-Brewery/Distillery/Winery Small, Neighborhood Market, Office, Outdoor Dining, Parking Lot (Principle Use), Parking Structure (Principle Use), Reception Facility, Restaurant, Retail Goods Establishment, Retail Sales of Alcohol, Retail Vape/Tobacco, Retail/Convenience Store, Specialty Food Service, and Take-out Only Restaurant.

Proposed Zoning Sec. 6.4 (A.3). – SSC-RC Stewart Street Corridor Residential Commercial District. (SSC-RC)

The SSC-RC Mixed Use District designates, regulates, and restricts the location design and use of buildings and structures; to promote higher standards of exterior appearance of buildings and grounds; to stabilize and improve property value in a consistent manner while maintaining and improving the general character of the City; to promote health, safety, and

general welfare; and thus to provide the economic and social benefits resulting from an improved and revitalized mixed-use corridor. It is further the purpose of this district to promulgate redevelopment and infill of the area as a planned mixture of residential, commercial, and other uses within a pedestrian friendly and multi-modal corridor providing for various ancillary uses, and amenity features appropriate for a mixed-use corridor.

Allowable uses in the SSC-RC Zoning District. Allowable uses include, but are not limited to: Amusement Facility (Indoor and outdoor), Contractor Office without storage, Single family and Multi-Family Dwellings, Fast food Restaurant, Financial Institution, Healthcare Institution, Office, Personal Service Establishment Beauty/salon, Restaurant, Retail/Convenience Store, Retail Goods Establishment, Retail Vape/Tobacco, Self-Storage Facility, Specialty Food Service, Vehicle Dealerships, Vehicle Rental, Vehicle Repair/Service—minor, and Warehouse.

Please review the following:

Initiate rezoning – if the City Council believes a property is not properly zoned it can initiate rezoning to a more appropriate, comprehensive plan compliant district. While most rezonings are requested by property owners, the city has the right to initiate rezonings in order to meet a specific community or neighborhood goal. The proposed zoning change is intended to align with the adjacent SSC-RC zoned parcel. When a zoning district is changed some uses may no longer be permitted under the new regulations. Remember that the basis in the law for Land Development Codes and Zoning is a unit of government's Comprehensive Plan and any other adopted plan that identifies land-based development activities. This proposed rezoning would not cause undue difficulties as it pertains to the City of Milton's Comprehensive Plan and the future land use designation of Commercial may serve as an overall benefit to the area. The uses permitted within the SSC-RC Zoning District better fit the proposed use of the property and continuity with neighboring parcels.

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 a 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:

The proposed rezoning is consistent with the intent of the SSC-RC Stewart Street Corridor Residential Commercial District and would provide a more appropriate zoning classification than the existing R-1 Single-Family Residential and C-2 General Commercial zoning districts. The SSC-RC zoning district allows a mix of commercial and residential uses intended to support redevelopment and beautification along the Stewart Street corridor.

The proposed rezoning would also align the subject parcel with the adjacent property to the west, which is currently zoned SSC-RC, supports an existing gas station use, and would better facilitate future expansion and redevelopment of the property.

Staff have been working with the applicant regarding the proposed development and believe that the project will have minimal impacts on surrounding properties, provided that all applicable development standards are met.

Staff recommends approval of the rezoning request, with the condition that the subject parcel be conjoined with Parcel No. 34-2N-28-0000-22900-0000, located directly to the west.

PUBLIC HEARING NOTICE
NOTICE OF PROPOSED REZONING AND FUTURE LAND USE MAP
AMENDMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Milton, Florida, will hold public hearings to consider an application submitted by John Prins, Authorized Agent, requesting approval of a rezoning and amendment to the Future Land Use Map (FLUM) of the City of Milton Comprehensive Plan for the property described below.

The subject property is identified as Parcel No. 34-2N-28-0000-23001-0000 and is generally located southeast of the intersection of Stewart Street and Munson Highway, between the Circle K and the Blackwater Heritage Trail.

The applicant proposes to amend the zoning designation from R-1 Single-Family Residential and C-2 General Commercial to SSC-RC Stewart Street Corridor Residential Commercial District. The applicant also proposes to amend the Future Land Use Map designation from Single-Family Residential to Commercial.

Parcel No.: 34-2N-28-0000-23001-0000



The Milton Planning Board will review the proposed rezoning and provide a recommendation to the City Council at a public meeting on **Tuesday, March 17, 2026, at 5:30 p.m.**

The Milton City Council will conduct a public hearing (first reading) on **Tuesday, April 14, 2026, at 6:30 p.m.** If approved, a second public hearing (second reading) will be held on **Tuesday, May 12, 2026, at 6:30 p.m.**

All hearings will be held in the Council Chambers at Milton City Hall, 6738 Dixon Street, Milton, Florida.

Copies of the proposed ordinance and supporting data are available for public inspection at the Planning & Development Department, 6512 Caroline Street, Milton, Florida from 7:30 a.m. to 4:30 p.m., Monday through Friday. For additional information about this request, please refer to the below website: <https://www.miltonfl.org/420/Public-Hearing-Information>

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the City at least 48 hours before the meeting by contacting City Hall, 6738 Dixon Street, Milton, FL or by calling (850) 983-5440. *"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 based."* FS 286.0105



Chief Jennifer Frank, MPD Programs

MEETING DATE

May 12, 2026

PREPARED BY

Clerk's Office
Molly Turnes, City Clerk



Jackalyn Kovac, Food Raising Friends

MEETING DATE

May 12, 2026

PREPARED BY

Clerk's Office



Agenda Item # 2026-4073

SEPA - Battle of the BBQing Baptists 2026 (5/16)

MEETING DATE

May 12, 2026

PREPARED BY

BACKGROUND

This application is for a new event hosted by Ferris Hill Baptist Church.

The event is scheduled on Saturday, May 16, from 10 AM until 2 PM, and will be a community picnic-style event and BBQ competition.

The picnic will take place at Ferris Hill's main campus and their adjacent parcel directly across Chaffin St.

The event organizer has requested the following items from the City for this event:

- Road Closure Package - Chaffin St. between Okaloosa and Seminal Streets (\$100)

Because the organizer is a non-profit the cost of the road closure package is reduced to \$50.

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. 1000000980
2. 1000000979
3. 1000000978

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 organizing party, 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, personal injury, or property damage, including the 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, liabilities and expenses, present, past or future which may be asserted by this organizing party or any participant of third party arising out of or occurring in connection with this permitted event.

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

Event Organizer: Thomas Olsen [Signature] 7 May 2026
Printed Name / Signature / Date

Internal Signatures Required for Approval

City Event Coordinator: _____

Police Chief (if applicable): _____

Fire Chief (if applicable): _____

City Manager: _____

Printed Name / Signature / Date

Submission Checklist

- ☐ Certificate of Insurance
- ☐ Event Site Map (if equipment is requested)
- ☐ Event Route Map (if the event is a parade, run, or walk)
- ☐ Tax Exempt Certificate and 501(c)3 Documentation (if nonprofit)
- ☐ Additional Documents (Fireworks, Alcohol, etc)

Venue Fees

Please check all applicable:

- | | |
|--|--|
| ☐ Entire Jernigan's Landing (\$250) | ☐ Entire Riverwalk (\$250) |
| ☐ Jernigan's Landing - East (\$100) | ☐ North Riverwalk (\$150) |
| ☐ Jernigan's Landing - West (\$150) | ☐ North Riverwalk Gazebo (\$50) |
| ☐ Other (Varies) | ☐ South Riverwalk (\$150) |

Equipment Fees

Please check all applicable:

- | | |
|---|--|
| ☐ Stage - 14'x28' (\$300) | ☐ 30a/50a Electric Connection (\$50) |
| ☐ Portable Restroom Trailer (\$300) | ☐ Water Hose Connection (\$25) |
| ☐ 40'x40' Tent (\$500) | ☐ Fire Hydrant Tap & Distro (\$300) |
| ☐ Large Generator & Power Distro (\$350) | ☒ Road Closure Package (\$100) |
| ☐ Small Generator (\$100) | ☐ Pedestrian Barricade Package (\$100) |
| ☐ Parade Package (\$1000) | ☐ Garbage Cans (\$100 for 10) |
| ☐ Dumpster (\$50 per) | |

- Any event featuring fireworks requires the submission of a Fireworks Display Permit Application
- Any event where alcohol or tobacco will be sold requires a completed DBPR ABT-6001 and a \$250 fee
- Any event featuring music must have proper licensing secured from ASCAP, BMI, SESAC
- Any event featuring vendors requires the vendors to follow all laws relevant to the sale of their wares
- Parades using state roads such as Dogwood Dr. or Stewart St. require FDOT road-closure permits
- All parade packages and road closures require an event planning meeting with the City's Events Coordinator
- Events using both sides of Jernigan's Landing require a Road Closure Package
- The portable restroom trailer can only be requested for events at Jernigan's Landing / Riverwalk

Total Fees: _____

Blackwater River

Please check all applicable:

- | | |
|---|---|
| ☐ Allow 24 hour docking at Riverwalk | ☐ Prevent docking at Riverwalk |
|---|---|

- The City of Milton does not own or control the Blackwater River
- Requests for boating traffic control can be made to SRC Sheriff's Office and FL FWC
- Requests for the Blackwater River Swing Bridge openings must be made to Florida Gulf & Atlantic Railroad

Applicant Information

Please check one:

☐ Individual

☒ Nonprofit Entity

☐ For-Profit

☐ Charity

☐ Other: _____

Event Organizer: Thomas Olsen

(If Applicable)

Organizer's Phone: 448-456-8271

Organization: Ferris Hills Baptist Church

Organizer's Email: olsent8082@gmail.com

Organization's Phone: 850-623-3500

Organizer's Address: 5725 Forest Hills Lane

Organization's Email: _____

Milton FL 32570

Organization's Address: 6848 Chaffin Street
Milton FL 32570

Event Information

Event Name: Battle of the Barbequing Baptists

Event Date(s): 16 May 2026 ☐ Annual or Recurring Event: _____

Event Start Time: 10 am Event Setup Time: 9:30 am

Event End Time: 2 pm Event Teardown Time: 2:15 pm

Estimated Attendance: 100 Event Location: Ferris Hill address above

This event is:

☒ Open to the Public

☐ Closed to the Public

☐ Ticketed

☐ Pet-Friendly

Event Type

Please check all applicable:

☐ Private Event / Wedding

☐ Run / Walk

☐ Street Festival

☐ Sporting Event

☐ Sale / Market

☐ Parade / Procession

☐ Festival / Concert

☒ Other: BBQ competition

Event Specifics

This event will feature or allow the following (check all applicable):

☐ Fireworks

☒ Inflatables / Bounce Houses

☐ Water Slides

☐ Tents (larger than 10'x10')

☐ Portable Restrooms

☐ Sales of Goods / Services

☒ Road / Parking Lot Closures

☒ Food Cooked on Site

☐ Animals*

☐ Amplified Sound*

☐ Alcohol*

☐ Smoking*

* items require City Council to issue a waiver of the relevant City Ordinance for the duration of this event



Agenda Item # 2026-4004

Ordinance # 05-26 Amending Chapter 46 Regulation of Wrecker Operations (Second Reading)

MEETING DATE

May 12, 2026

PREPARED BY

BACKGROUND

SUMMARY

RECOMMENDATION

ATTACHMENTS

1. ORD No. 05-2026 MPD Wrecker Ordinance GR Revisions(66427268.3)

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AN ORDINANCE OF THE CITY OF MILTON, FLORIDA; AMENDING CHAPTER 46, "TRAFFIC AND VEHICLES," OF THE CITY CODE OF ORDINANCES TO INCLUDE A NEW ARTICLE III, "REGULATION OF WRECKER OPERATIONS;" ESTABLISHING A WRECKER QUALIFICATION AND ROTATION SYSTEM; PROVIDING DEFINITIONS, PERMITS AND LICENSING, OPERATIONAL STANDARDS, INSURANCE, MAXIMUM RATES AND BILLING, RECORDKEEPING, ENFORCEMENT, PENALTIES AND AN APPEAL PROCESS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Be it ordained by the City Council of the City of Milton, Florida:

Section 1. Findings. In adopting this ordinance, the City Council of the City of Milton finds and declares that uniform standards governing the wrecker operations with the city are necessary to promote the safety, health, welfare, and best interests of the city and its residents.

Section 2. Revisions to the Code of Ordinances of the City of Milton. Chapter 46 of the Code of Ordinances is hereby amended to include a new Article III as follows (words that are underlined are additions):

ARTICLE III. - REGULATION OF WRECKER OPERATIONS.

Sec. 46-60. - Purpose and authority.

The purpose of this Article is to protect the public health, safety, and welfare by regulating the operation of wrecker and towing services within the City of Milton; to ensure safe and efficient clearance of roadways; to establish fair and transparent practices for towing, storage, and release of vehicles; to provide for licensing, insurance, and operational standards; and to ensure compliance with applicable state law, including requirements related to wrecker operations, traffic safety standards, towing and storage liens, and insurance and financial responsibility.

It is the intent of the City that wrecker operations within the City be conducted in a manner consistent with applicable state administrative rules and statutes, and that this Article be construed to complement and not conflict with state requirements. Where state law imposes a higher or additional standard, state law shall control. Where this Article imposes a higher or additional standard not preempted by state law, this Article shall control.

This Article applies only to wreckers participating in the Milton Police Department rotation system. Nothing herein prevents a vehicle owner from selecting a wrecker of their choice.

Sec. 46-61. - Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Terms not defined shall be interpreted consistent with common usage and applicable state law.

Consent Tow means a tow, removal, or transport of a vehicle authorized by the vehicle's owner or authorized operator.

Drop Fee means a fee charged when a vehicle is released at the scene after being connected to a wrecker but prior to removal from the property or public right-of-way.

Law Enforcement-Initiated Tow means a tow requested or ordered by a duly authorized law enforcement officer acting within the scope of official duties.

Lienholder means any person or entity holding a recorded security interest in a vehicle as shown in state motor vehicle records.

Non-Consent Tow means a tow, removal, or transport of a vehicle without the prior consent of the owner or authorized operator, including tows ordered by law enforcement and private-property tows authorized by property owners or their agents.

Owner means the person recorded as the titleholder or registrant of a vehicle in the official records of a state motor vehicle agency, or any person able to provide verifiable proof of ownership.

Private-Property Tow means a non-consent tow initiated by or on behalf of a private property owner or lawful possessor due to parking or trespass violations.

Rotational Tow List means a list maintained by the City's police department of qualified wrecker operators to be dispatched on a rotating basis for law enforcement-initiated non-consent tows.

Solicitation means direct or indirect offering of towing services at an accident scene without police authorization.

Storage Facility means any lot, garage, or other location where towed vehicles are stored, whether indoor or outdoor, and whether temporary or long-term, and includes impound facilities.

Tow means to pull, carry, haul, or otherwise transport a vehicle by means of a wrecker.

Tow Notice means a written notice provided to a vehicle owner and any lienholder regarding towing, storage, and lien rights and obligations.

Vehicle means any motor vehicle, trailer, or other device by which persons or property may be transported on a public roadway.

Wrecker or Wrecker Vehicle means a motor vehicle designed or used for the purpose of towing, carrying, or otherwise removing disabled, abandoned, improperly parked, or wrecked vehicles.

Wrecker Operator or Operator means any person, firm, partnership, corporation, or other business entity engaged in the business of towing or storing vehicles within the City, including drivers and employees acting within the scope of employment.

Sec. 46-62. - Licenses, permits, and applications.

(a) City Business Tax and Licenses. Each Operator conducting business within the City shall obtain and maintain all required City business tax receipts, business licenses, and any required county or state permits as a condition of operation.

(b) Wrecker Operator Permit. No person shall engage in wrecker operations within the City without a valid Wrecker Operator permit issued by the City Manager or their designee. The permit shall be issued upon submission of a complete application, demonstrated compliance with this Article, and payment of applicable fees.

(c) Application. All Wrecker Operators wishing to participate in the rotation system must:

- (1) Submit an application on the form(s) required by the City;
- (2) Provide proof of insurance; and
- (3) Submit to background checks.

(d) Term; Renewal. Permits shall be valid for three (3) years from the date of issuance and may be renewed upon re-verification of compliance and payment of fees. Applications for renewal shall be submitted no later than 6 months days prior to expiration. Approved driver rosters must be resubmitted annually.

(e) Grounds for Denial. The City Manager or their designee may deny an application for:

- (1) material misrepresentation or omission;
- (2) failure to meet insurance, equipment, or operational standards;
- (3) prior suspension or revocation within three (3) years; or
- (4) outstanding unpaid fines, liens, or judgments arising from wrecker operations within the City.

Denials shall be in writing and state reasons and appeal rights.

(f) Rotational Tow List Eligibility. Operators seeking placement on the Rotational Tow List shall:

- (1) hold a current Wrecker Operator permit with the City;
- (2) maintain required insurance;
- (3) maintain a staffed, secure storage facility, as required by Florida law, within 20 miles of City limits or within the City as designated;
- (4) agree to allow City inspections of the storage facility without fee during regular business hours;
- (5) maintain required equipment and response capacity;
- (6) agree to accept calls on a 24/7 basis and comply with response times; and
- (7) comply with all City and state requirements applicable to law enforcement-initiated tows.

(g) Non-Transferability. Permits and Rotational Tow List placements are non-transferable. Any change of ownership or control of more than 25% shall require a new application.

(h) Fees. The City Council may establish reasonable application, permit, inspection, and administrative fees by resolution.

Sec 46.63. – Operational standards.

(a) Compliance with Law. Operators shall comply with all applicable state and local laws governing wrecker vehicles, equipment, driver qualifications, roadside safety, and towing and storage practices. Wreckers are not emergency vehicles and must obey traffic laws.

(b) Driver Qualifications. All drivers shall:

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- (1) hold a valid driver license of appropriate class;
 - (2) maintain a safe driving record;
 - (3) be trained in safe towing, vehicle recovery, and incident management, including scene safety, traffic control, and load securement;
 - (4) submit a background check containing no disqualifying felony convictions or crimes requiring the driver to register as a sex offender; and
 - (5) be listed on the Operator's approved driver roster.
- (c) Equipment Standards. Each Wrecker shall be equipped and maintained in safe operating condition pursuant to applicable Florida law, including:
- (1) properly functioning winches, booms, wheel-lifts or carriers suited to assigned tasks;
 - (2) safety lighting and conspicuity devices;
 - (3) tie-downs, safety chains, dollies, brooms, absorbents, and spill kits;
 - (4) traffic control devices suitable for incident scenes; and
 - (5) any additional equipment required by state administrative rules for the class of tow.
- (d) Identification. Wreckers shall prominently display business name, City permit number, and phone number on both sides of the vehicle in legible lettering not less than 2 inches in height.
- (e) Response Times. For law enforcement-initiated tows, Operators on the Rotational Tow List shall acknowledge the request within 5 minutes and respond to a scene within the City limits within 30 minutes, unless extended by the requesting officer for good cause or exigent circumstances. Failure to meet response times repeatedly without good cause will result in rotation to the bottom of the Rotational Tow List and may result in removal from Rotational Tow List.
- (f) Scene Safety and Traffic Control. Operators shall conduct all operations with due regard for safety, including use of high-visibility apparel, vehicle lighting, and traffic control measures appropriate to roadway conditions. Operators shall promptly clear debris and spilled cargo reasonably related to the tow when safe and practical.
- (g) Consent and Authorization. For non-consent private-property tows, Operators shall verify that the property is posted, and that the property owner or authorized agent has requested the tow, and shall maintain written authorization. For consent tows, Operators shall document consent from the owner or authorized Operator.
- (h) Photographic Documentation. Prior to non-consent removal, Operators shall photograph or video the vehicle, showing condition, location, posted signage (for private-property tows), and any visible damage.
- (i) Drop and Release at Scene. If the owner or authorized Operator arrives before removal from the property or right-of-way and presents proof of ownership or control, the vehicle

shall be released upon payment of a reasonable drop fee not exceeding the maximum set by City resolution or, if none, the operator's posted rate, provided no safety hazard exists and release is lawful.

(j) Payment Methods. Operators shall accept at least two forms of payment including cash and at least one widely accepted electronic method. Any card processing surcharge shall be disclosed in advance and comply with applicable law.

(k) Storage Facility Standards. Storage facilities shall be secure, lighted, and accessible to owners during posted business hours of not less than 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays, with reasonable after-hours release capability. Facilities shall maintain perimeter security and safeguard vehicles and personal property.

(l) Access to Personal Property. Upon request and presentation of proof of ownership or lawful possession, an owner shall be allowed to retrieve personal property from a stored vehicle during business hours without requiring payment of towing or storage charges, except as permitted by applicable law. Operators may inventory and document property releases.

(m) Release of Vehicles. Vehicles shall be released upon presentation of proof of ownership or lawful authority, payment of authorized charges, and documentation required by law. Operators shall provide an itemized invoice.

(n) Prohibited Practices. Operators shall not:

- (1) patrol or cruise to discover parking violations on private property absent a lawful request;
- (2) tow in violation of posted signage or applicable notice requirements;
- (3) misrepresent affiliation with law enforcement or the City;
- (4) require payment by cash only;
- (5) charge for services not performed;
- (6) refuse to accept payment in accordance with posted methods;
- (7) solicit at accident scenes;
- (8) respond without police dispatch;
- (9) intercept police communications;
- (10) use non-approved drivers; or
- (11) remove vehicles without police clearance.

(o) Records at Scene. Drivers shall carry copies of current permits, insurance certificates or proof thereof, and a rate schedule; and shall present such documents upon request by law enforcement or the vehicle owner.

(p) Equipment and Facility Inspections. The City may conduct periodic inspections of wreckers and storage facilities to verify compliance with this Article and applicable law. Deficiencies shall be documented and corrected within the time specified by the City.

214
215 **Sec. 46-64. – Insurance requirements.**

- 216 (a) Coverage Requirements. As a condition of permitting, each Operator shall maintain
217 insurance policies written by insurers authorized to do business in Florida with minimum
218 limits not less than:

219
220 (1) Automobile liability for each Wrecker with a gross weight less than 44,000 pounds:
221 bodily injury and property damage combined single limit of not less than
222 \$1,000,000 per occurrence;

223
224 (2) Automobile liability for each Wrecker with a gross weight of 44,000 pounds or
225 more: bodily injury and property damage combined single limit of not less than
226 \$3,000,000 per occurrence;

227
228 (3) On-hook/cargo liability covering vehicles in tow: not less than \$100,000 per
229 vehicle;

230
231 (4) Garage keepers legal liability for stored vehicles: not less than \$250,000 per
232 occurrence;

233
234 (5) Commercial general liability: not less than \$1,000,000 per occurrence and
235 \$2,000,000 aggregate; and

236
237 (6) Workers' compensation as required by law.

- 238
239 (b) Certificates; Endorsements. Operators shall file certificates of insurance with the City
240 naming the City as certificate holder and providing 30 days' advance notice of cancellation
241 or nonrenewal. Policies shall include additional insured status for the City for liability
242 arising from the Operator's acts or omissions to the extent permitted by law and a waiver
243 of subrogation in favor of the City for workers' compensation and CGL where available.

- 244
245 (c) Continuous Coverage. Coverage shall be maintained continuously during the permit term.
246 Lapse in coverage shall constitute grounds for immediate suspension.

- 247
248 (d) Financial Responsibility. Operators shall comply with applicable state financial
249 responsibility requirements for commercial motor vehicles engaged in towing operations.

250 **Sec. 46-65. - Rotational Tow List procedures.**

- 251 (a) Administration. The City's police department shall maintain and administer the Rotational
252 Tow List in a fair and neutral manner. Calls shall be offered in rotation, subject to
253 operational needs, scene safety, vehicle class capabilities, and specialized equipment
254 requirements. Failure to respond, refusal without good cause, or repeated noncompliance
255 may result in skipping, suspension, or removal after notice and opportunity to be heard.

- 256
257 (b) Records. The City's police department shall:

- 258
- 259 (1) Maintain an accurate list of active Operators, separated by class of tow.
- 260 (2) Maintain an accurate list of Operators that have been suspended within the last three
- 261 years.
- 262 (3) Establish inspection procedures, and maintain records for each such inspection.
- 263
- 264 (c) Cancelations. A request for a Wrecker may be canceled by the City's police department at
- 265 any time before service is initiated. In that case, the responding Operator will not be rotated.
- 266 The police department employee will inform dispatch of the reason for the cancellation.
- 267
- 268 (d) Owner Preference. Operators shall not be rotated and will maintain their current position
- 269 on the Rotational Tow List if the Operator is called at the Owner's request. Owner selection
- 270 overrides rotation unless it would cause an unreasonable delay or a public safety hazard
- 271 precludes it.
- 272
- 273 (e) Non-Delegation. Operators may not subcontract rotation calls.
- 274
- 275 (f) Recommendation Prohibited. Neither the City nor the City's police department shall
- 276 recommend to any person the name of any particular person engaged in the wrecker service
- 277 or repair business, nor shall it influence or attempt to influence in any manner the decision
- 278 of any person in choosing or selecting a wrecker or repair service.
- 279
- 280 (g) Voluntary Removal. Requests for voluntary removal from any of the Rotational Tow List
- 281 must be in the form of a written statement submitted to the City's police department.

282 **Sec. 46-66. – Non-Consent towing, storage, lien, and notification procedures.**

- 283 (a) Applicability. This section applies to non-consent tows, including law enforcement-
- 284 initiated and private-property tows, and to the storage and disposition of vehicles subject
- 285 to towing and storage liens.
- 286
- 287 (b) Inventory and Condition Report. Upon intake at the storage facility, the Operator shall
- 288 prepare an inventory and condition report noting any pre-existing damage reasonably
- 289 observable, and shall retain the report with the tow record.
- 290
- 291 (c) Owner and Lienholder Notification. The Operator shall make diligent efforts to identify
- 292 the last registered owner and any lienholder of record from state motor vehicle records and
- 293 shall provide timely written notice of towing, storage, and lien rights to the owner and
- 294 lienholder in accordance with applicable state requirements. Notices shall include, at a
- 295 minimum:
- 296
- 297 (1) the vehicle description, VIN, and license plate;
- 298 (2) date, time, and location of tow;
- 299 (3) basis for the tow and authority;
- 300 (4) location of storage facility and hours;
- 301 (5) itemized charges as of the notice date and the daily storage rate;
- 302 (6) instructions for redemption and acceptable payment methods;

- 303 (7) a statement of lien and the earliest date of sale if not redeemed; and
304 (8) contact information for disputes and City oversight.
305
- 306 (d) Timelines. Notices shall be sent within the time periods required by applicable state law
307 and by a method permitted by such law, with proof of mailing and, when required,
308 publication.
309
- 310 (e) Lien Enforcement and Sale. If a vehicle is not redeemed, the Operator may enforce a
311 towing and storage lien in accordance with applicable state law, including required
312 additional notices, publication, and sale procedures. Sales shall be documented, and surplus
313 proceeds, if any, shall be handled as required by law.
314
- 315 (f) Release upon Proof and Payment. Upon presentation of proof of ownership or lawful
316 authority and payment of lawful charges, the vehicle shall be released during business
317 hours, and reasonable after-hours release shall be made available subject to an after-hours
318 fee if posted and lawful.
319
- 320 (g) Disputed Charges. If a dispute arises regarding charges, the Operator shall provide an
321 itemized invoice and identify procedures available under applicable law for contesting
322 charges or recovering a vehicle, including any bond posting or summary process if
323 provided by state law.
324
- 325 (h) Military Service Protections. Operators shall comply with any applicable protections for
326 owners in military service as provided by state or federal law, including any requirements
327 to obtain court orders prior to sale where required.
328
- 329 (i) Storage Rate Accrual. Storage charges shall not accrue prior to arrival at the storage facility
330 and processing of the vehicle. No storage fees may be charged for days on which the
331 storage facility is closed, and the owner is unable to redeem, except as permitted by
332 applicable law.
333
- 334 (j) Personal Property. Personal property contained in a towed vehicle shall not be withheld as
335 ransom and shall be handled in accordance with applicable law. Reasonable access for
336 retrieval shall be provided as set forth in Section 46-63.

337 **Sec. 46-67. - Maximum rates and billing.**

- 338 (a) Rate Schedule Filing. Each Operator shall file with the City an up-to-date schedule of rates
339 and fees, including tow fees by class and circumstances, mileage, winching/recovery,
340 labor, storage (by day and by vehicle class), after-hours release, administrative fees, and
341 drop fees. Rates shall be in accordance with Florida law, and be fair and reasonable.
342
- 343 (b) Posted Rates. Operators shall conspicuously post the current rate schedule at the business
344 office and storage facility, on any public-facing website, and in each Wrecker. The
345 Operator shall provide a copy to the customer upon request and attach it to any invoice for
346 Non-Consent Tows.
347

- (c) Private-Property Signage. For Private-Property Tows, the property shall be posted with signage meeting applicable state requirements, including at a minimum the towing company name and telephone number, times of enforcement, and that unauthorized vehicles will be towed at the owner's expense. Operators shall verify and document signage before towing.
- (d) Itemized Invoices. All invoices shall be itemized, reflect time of tow, arrival at storage, and release, and include the Operator's name, address, phone number, permit number, and accepted payment methods. A copy of the bill must be provided to the vehicle owner or their authorized representative, a copy must be retained by the Operator, and a copy must be given to a law enforcement officer if present at the scene.
- (e) Maximum Rates by Resolution. The City Council may by resolution establish maximum rates for non-consent tows and related services within the City. It is unlawful to charge more than the maximum rates so established.
- (f) Prohibited Fees. No towing fee may be charged if vehicle is not towed.

Sec. 46-68. - Recordkeeping.

- (a) Records. Operators shall maintain for not less than three years complete records for each tow, including: dispatch information, photographs, authorization documents, inventory and condition report, rate schedule in effect, invoices, proof of notices, and disposition of vehicle.
- (b) Availability. Records shall be made available for inspection by the City during normal business hours upon reasonable notice. Records containing personal information shall be safeguarded in accordance with applicable law.

Sec. 46-69. – Enforcement; penalties.

- (a) Violations. It is a violation of this Article to operate without a permit; to fail to maintain required insurance; to violate operational standards; to impose unauthorized or excessive charges; to fail to provide timely notices; or to otherwise fail to comply with this Article or applicable state law as incorporated herein.
- (b) Administrative Enforcement. The City Manager or their designee may issue notices of violation, impose administrative fines of up to \$500 per violation per day, order corrective actions, and suspend or revoke permits and Rotational Tow List placement for cause, after notice and an opportunity for hearing pursuant to Section 46-71. Disciplinary measures chosen will be progressively increased in severity for each time the Operator violates the same provision of this Article.
- (c) Immediate Suspension. The City Manager or their designee may order immediate temporary suspension where continued operation poses an immediate danger to public safety or where insurance has lapsed, subject to prompt post-suspension hearing rights.

- (d) Civil Remedies. The City may seek injunctive relief or other lawful civil remedies to enforce this Article.
- (e) Penalties. Violations may be prosecuted as code enforcement offenses or as otherwise provided by law, subject to the jurisdiction and penalty limits applicable to municipal ordinances.
- (f) Restitution and Refunds. As a condition of resolving violations, the City may require restitution or refunds to affected owners for amounts charged in excess of lawful rates or for services not rendered.

Sec. 46-70. - Complaints and Consumer Assistance.

- (a) City Point of Contact. The City shall maintain a point of contact for consumer complaints pursuant to Florida Administrative Code 15B-9.010 regarding wrecker operations. Operators shall cooperate in the investigation and resolution of complaints.
- (b) Disclosures. Operators shall include on invoices a notice with the City's complaint contact information and any state-provided consumer assistance resources.

Sec. 46-71. - Appeals.

- (a) Administrative Hearings. Upon issuance of a notice of denial, suspension, revocation, or administrative fine, the Operator may request an administrative hearing before a Hearing Officer designated by the City within 30 days of service of the notice. Failure to timely request a hearing constitutes a waiver.
- (b) Procedures. Hearings shall provide due process, including reasonable notice, the opportunity to present evidence and witnesses, and the right to be represented at the Operator's expense. The Hearing Officer shall issue a written decision with findings and conclusions.
- (c) Appeal. A final administrative decision may be appealed to a court of competent jurisdiction in the manner and within the time provided by law.

Section 3. Codification. The amendments in Section 2 of this Ordinance shall be codified and made part of the Code of Ordinances.

Section 4. Severability. If any provision or portion of this Ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in effect.

Section 5. Conflicts. All conflicting ordinances are repealed to the extent of conflict.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Milton on the ____ day of _____, 2026.

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City of Milton, Florida
By: City Council

By: _____
Heather Lindsay, Mayor

Attest:

Molly Turnes
City Clerk

First Reading:
Advertised:
Second Reading:



APPLICATION FOR INCLUSION ON THE WRECKER ROTATION LIST

Date of application:

Wrecker company:

Wrecker company physical address:

Wrecker company mailing address:

Wrecker company owner:

Person making application (name / address):

Partnership information (if applicable):

PARTNERSHIP NAME / ADDRESS:

List the name and address of all partners in the company

Corporation information (if applicable):

List the name and address of all officers and directors of the corporation

CORPORATION NAME / ADDRESS:

Signature of Agent:

Date:

Telephone number:

	Application for Approval of Driver(s) For wrecker operation
Date of application:	
Wrecker company:	
Wrecker company physical address:	
Wrecker company mailing address:	
Wrecker company owner / authorized operator:	
_____, a person authorized by the Wrecker Operator indicated above, requests approval of the following person(s) to be Drivers authorized to respond to calls for service from the Milton Police Department on behalf of the indicated authorized wrecker operator:	
Persons for whom approval is requested to be a Driver authorized to respond to calls for service on behalf of the Authorized Wrecker Operator (<i>complete Columns 1, 2 and 3 only</i>):	

Name of individual	Date of birth	FL driver's license number and type	LICENSE STATUS / APPROVAL
1.			☐ Valid ☐ Invalid ☐ Yes ☐ No
2.			☐ Valid ☐ Invalid ☐ Yes ☐ No
3.			☐ Valid ☐ Invalid ☐ Yes ☐ No
4.			☐ Valid ☐ Invalid ☐ Yes ☐ No
5.			☐ Valid ☐ Invalid ☐ Yes ☐ No
6.			☐ Valid ☐ Invalid ☐ Yes ☐ No
7.			☐ Valid ☐ Invalid ☐ Yes ☐ No
8.			☐ Valid ☐ Invalid ☐ Yes ☐ No
9.			☐ Valid ☐ Invalid ☐ Yes ☐ No
10.			☐ Valid ☐ Invalid ☐ Yes ☐ No
FOR MPD USE ONLY: Remarks (for each person who is not approved in Column 4 in the table above, indicate the name of the driver and the specific reason for the refusal to approve; e.g., the person's driver license is invalid, the person's driver license is not of the required class to operator a wrecker of the class(es) indicated; the person is "not reputable" within the meaning in Rule 15B-9.002, F.A.C.):			



WRECKER INSURANCE Statement of Compliance

Wrecker company:		Wrecker company owner:	
Wrecker company physical address:			
I, _____, as a representative of the _____ Insurance Company, certify that the coverage outlined in the attached Certificate of Insurance, Policy # _____ meets or exceeds the minimum insurance requirements listed in Rule 15B-9.0031(3) of the Florida Administrative Code.			
(Minimum amounts) (Initial on appropriate lines.)			
1.		☐ Workers' compensation and employer's liability insurance as required by Chapter 440, F.S. <i>OR</i> ☐ Exempt from Chapter 440, F.S., in accordance with an election made pursuant to Section 440.05, F.S.	
2.		Automobile liability for each wrecker: bodily injury and property damage combined single limit of not less than \$1,000,000 per occurrence, or \$3,000,000 if the wrecker has a gross weight of 44,000 pounds or more.	
3.		Garage keeper's legal liability insurance in an amount not less than \$250,000 for each loss.	
4.		On-hook/cargo liability covering vehicles in tow: not less than \$100,000 per vehicle.	
5.		Commercial general liability: not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.	
Signature of Agent:			
Telephone number:			Date:



Agenda Item # 2026-4005

Ordinance # 06-26 Amendment To Add "Marina" to Permitted Comm. PDP Uses (Second Reading)

MEETING DATE

May 12, 2026

PREPARED BY

Jacob Hullett, Planning Director

BACKGROUND

Currently, the City of Milton's Unified Development Code does not allow for a "Marina" use within any Planned Development Projects. With the City's location along a riverfront, being a popular boating location, and with recent interest in the City of Milton's marina project, it is proposed that the use of "Marina" be added to the list of approved "Permitted Uses" in Section 18.3 - Commercial PDP Permitted Uses of the UDC.

SUMMARY

RECOMMENDATION

Staff recommends approval and adoption

ATTACHMENTS

1. ORD 06-26 Article 18 - Commercial PDP Marina Addition
2. ARTICLE 18.3 - Marina Addition

ORDINANCE NO. 06-26

AN ORDINANCE OF THE CITY OF MILTON, AMENDING A PORTION OF THE ZONING REGULATIONS AND LAND DEVELOPMENT REGULATIONS, SPECIFICALLY AMENDING ARTICLE 18 – PLANNED DEVELOPMENT PROJECTS SECTION 18.3(C)(3), OF PART THREE OF THE CITY OF MILTON CODE OF ORDINANCES UNIFIED DEVELOPMENT CODE; PERTAINING TO THE ADDITION OF MARINAS AS A PERMITTED USE WITHIN COMMERCIAL PLANNED DEVELOPMENT PROJECTS, AS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS OF LAW, PROVIDING FOR A TIMELINE FOR THE ADOPTION OF AN OFFICIAL ZONING MAP IN KEEPING WITH THE PROVISIONS FOUND HEREIN, PROVIDING FOR SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, INCLUSION IN CODE AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

I) The following Parts and Articles of the City of Milton’s Code of Ordinances are hereby Amended, PART III Unified Development Code, to include only those portions within Article 18. – Planned Development Projects, 18.3 – Development Standards, section (C) – Commercial Planned Development Project, subsection (3) Permitted uses, by the City of Milton Unified Development Code.

II) There is hereby adopted the following regulations which shall be known as the City of Milton Unified Development Code.

III) The Ordinance is effective upon its passage by the Milton City Council.

IV) If any ordinance, or any provision of any ordinance, not specified above, is inconsistent or in conflict with the Unified Development Code adopted by the City, the terms of the Unified Development Code shall take precedence and shall have superiority over any other Milton ordinance.

SECTION 1. AUTHORITY.

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

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

If any part, section, subsection, or other portion of this Ordinance or any application thereof to any person or circumstance is declared void, unconstitutional or invalid for any reasons, such part, section, subsection, or other portion or the prescribed application thereof, shall be severable, and the remaining provisions of this Ordinance, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City declares that no invalid or prescribed provision or application was an inducement to the enactment of this Ordinance, and that it would have enacted this Ordinance regardless of the invalid or prescribed provision or application.

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

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

It is further the intent of the City Council of the City of Milton, to establish an official zoning map and undergo the required adoption processes in keeping with the City’s Code and Florida Statutes. The creation and adoption of a zoning map in keeping with the tenants and provisions of the Unified Development Code, as found herein, shall occur in a timely fashion upon the adoption of this ordinance.

SECTION 5: EFFECTIVE DATE

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

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida on the _____ day of _____, 2026.

CITY OF MILTON, FLORIDA

BY: _____ MAYOR,

ATTEST:
CITY CLERK: _____

First Reading: _____

Second Reading: _____

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

ARTICLE 18. - PLANNED DEVELOPMENT PROJECTS

18.3 - DEVELOPMENT STANDARDS

All planned development projects (PDPs) shall be subject to the following regulations for the specific type of development to allow the city council to grant variances and allow for flexibility:

C. Commercial planned development project. *(Under review by the Milton Planning Board)*

(3) Permitted uses. The following uses shall be permitted in a commercial PDP:

a. Comparison goods stores;

b. Convenience goods stores;

c. Antique stores;

d. Personal service establishments;

e. Business, professional and nonprofit organization offices;

f. Public offices;

g. Restaurants;

h. Indoor motion picture theaters

i. **Marina** and;

j. Other substantially similar uses upon the city council's approval.



Agenda Item # 2026-4006

Ordinance # 07-26 -FLUM Change - Parcel ID 34-2N-28-0000-23000-0000 (First Reading)

MEETING DATE

May 12, 2026

PREPARED BY

Jacob Hullett, Planning Director

BACKGROUND

The Circle K, located at 5462 Stewart St., is required to rezone the properties in which the proposed project will expand onto. Along with this rezoning is a required Future Land Use Map change as a portion of the said property is half residential. The property will be updated in the FLUM, as Commercial and part of the Stewart Street Corridor — Residential Commercial Zoning District.

SUMMARY

N/A

RECOMMENDATION

Staff recommends approval and adoption

ATTACHMENTS

1. ORD# 07-2026 Circle K Stewart St Expansion FLUM

ORDINANCE NO. 07-26

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MILTON, SPECIFICALLY THE FUTURE LAND USE MAP, TO INCLUDE ONE PARCEL IN SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, THE LEGAL DESCRIPTION OF WHICH IS CONTAINED IN ATTACHMENT B OF THIS ORDINANCE, FROM A ½ SINGLE-FAMILY RESIDENTIAL & ½ COMMERCIAL 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 April 14th, 2026 to adopt Comprehensive Plan Amendment No. 2026-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. 2026-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 ½ SINGLE-FAMILY RESIDENTIAL & ½ COMMERCIAL DESIGNATION to a COMMERCIAL DESIGNATION, as described in Amendment No. 2026-S1, and shown on the map located in Attachment A.

PARCEL # 34-2N-28-0000-23001-0000

Section 2: Comprehensive Plan Amendment.

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

Section 3: Severability.

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

Section 4: Copy on File.

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

Section 5: Effective Date.

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

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, the 12th day of May, 2026.

CITY OF MILTON, FLORIDA

BY: _____
Heather Lindsay - MAYOR

ATTEST:

CITY CLERK: _____

First Reading: _____

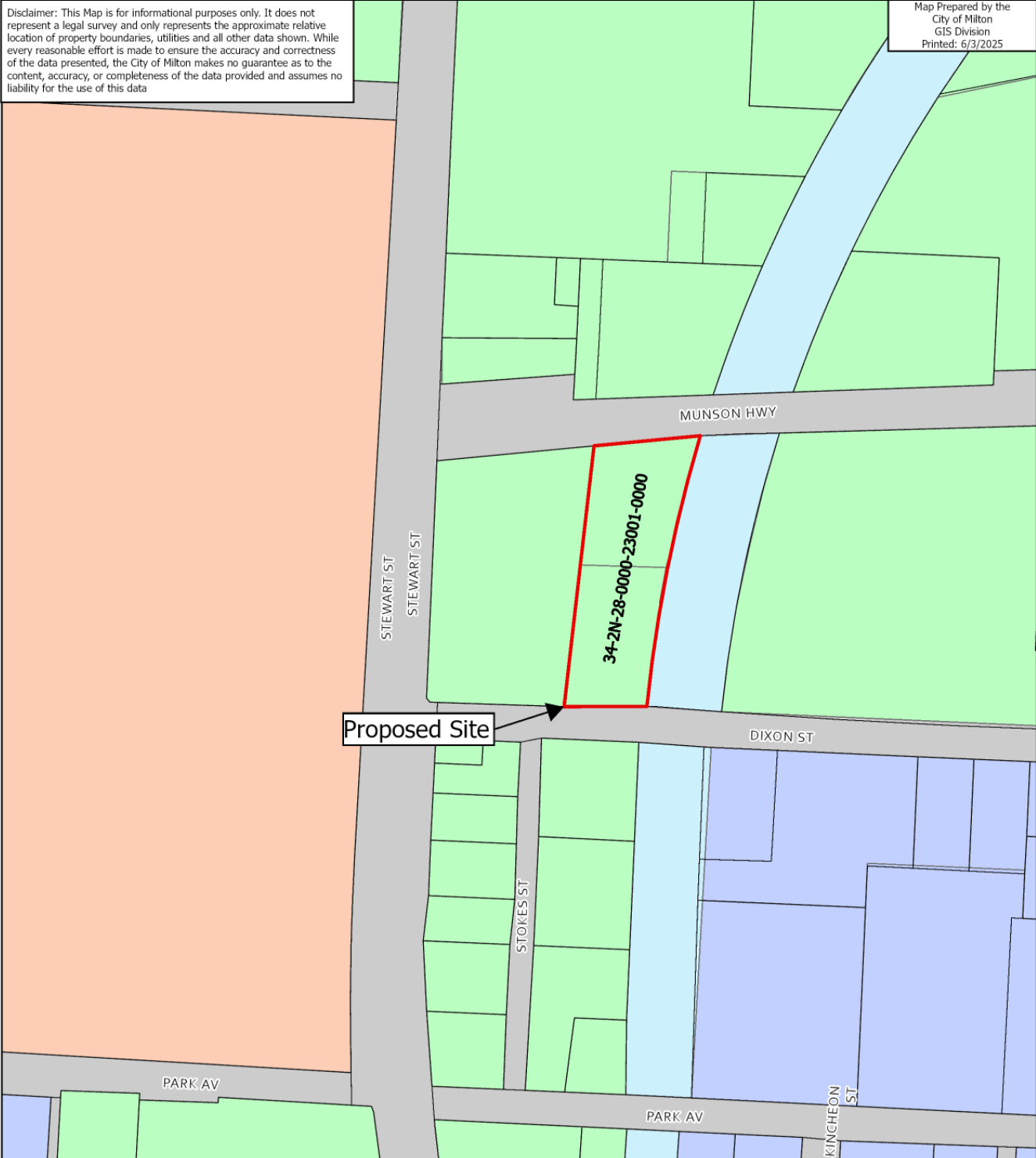
Second Reading: _____

Legal in form and valid when signed by City Attorney.

ATTACHMENT A

Disclaimer: This Map is for informational purposes only. It does not represent a legal survey and only represents the approximate relative location of property boundaries, utilities and all other data shown. While every reasonable effort is made to ensure the accuracy and correctness of the data presented, the City of Milton makes no guarantee as to the content, accuracy, or completeness of the data provided and assumes no liability for the use of this data

Map Prepared by the
City of Milton
GIS Division
Printed: 6/3/2025



City of Milton Proposed
Future Land Use Map

Legend	
COM Boundary	PUB
Proposed Parcel	REC
Parcels	RES COM
COM FLU	RUR URB
COM	SF RES
MF RES	

ATTACHMENT B

PARCEL # 34-2N-28-0000-23000-0000

LEGAL DESCRIPTION:

ALL THAT PORTION OF LOT 2 IN THE SUBDIVISION OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, LYING NORTHERLY AND WESTERLY OF A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT FROM THE CENTER LINE OF THE FORMER RAILROAD OF BAGDAD LAND & LUMBER COMPANY, VIS: COMMENCING AT A POINT 50 FEET WESTERLY FROM THE CENTER LINE OF THE FORMER RAILROAD OF THE BAGDAD LAND & LUMBER COMPANY:

ON THE NORTH SIDE OF DIXON STREET; THENCE NORTHERLY AND EASTERLY ALONG A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT AND WESTERLY FROM SAID FORMER RAILROAD TO THE NORTH LINE OF LOT 2; THENCE WESTERLY ALONG THE QUARTER SECTION LINE TO A POINT 210 FEET EAST OF THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER (SE $\frac{1}{4}$ OF SW $\frac{1}{4}$), OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, THENCE SOUTH 799 FEET TO THE NORTH LINE OF DIXON ST; THENCE EAST TO POINT OF BEGINNING.



Agenda Item # 2026-4007

Ordinance # 08-26 - Rezoning Change for Parcel ID 34-2N-28-0000-23000-0000 (First Reading)

MEETING DATE

May 12, 2026

PREPARED BY

Jacob Hullett, Planning Director

BACKGROUND

Due to Circle K, at 5462 Stewart St., proposing to expand into the parcel directly east of its existing site, and that proposed site currently having a split Zoning District of 1/2 Residential and 1/2 Commercial, it is proposed that the entirety of the site be rezoned as SSC-RC. The SSC-RC zoning district would be the most appropriate Zoning District as the two lots, the existing Circle K lot and the proposed rezoning lot, will be combined into one lot. This lot would front and face Stewart St., as the current Circle K lot does now.

Milton Planning Board reviewed the proposed rezoning and FLUM and unanimously recommended the lot for the proposed rezoning and FLUM changes.

SUMMARY

N/A

RECOMMENDATION

MPB recommends the proposed rezoning. City staff recommends the rezoning based on the joining of the two lots.

ATTACHMENTS

1. Ordinance 08-26 Rezoning Change
2. Staff Analysis - Mitchell- Munson Hwy - Rezoning Staff Analysis - R-1 C-2 to SSCRC 3.17.2026
3. v2 Public Notice - FLUM and Rezoning Letter - Mitchell - Munson Hwy - March

ORDINANCE NO. 08-26

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, REZONING ONE PROPERTY CONTAINING APPROXIMATELY 0.988 ACRES OF LAND WITHIN THE CITY OF MILTON, FLORIDA, FURTHER DESCRIBED IN SECTION 1 HEREIN, FROM ½ R-1 & ½ C-2, HIGH DENSITY, SINGLE FAMILY RESIDENTIAL AND GENERAL COMMERCIAL ZONING DISTRICTS, TO THE SSC-RC, STEWART STREET CORRIDOR, RESIDENTIAL COMMERCIAL MIXED-USE ZONING DISTRICT; AUTHORIZING A ZONING MAP AMENDMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council held a public hearing on April 14th, 2026 to consider the rezoning of the property described in Attachment A herein; and

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

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

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

Section 1: Intent and Purpose.

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

PARCEL # 34-2N-28-0000-23001-0000

Is hereby changed from the ½ R-1 (Single Family Residential) and ½ C-2 (General Commercial) Zoning Districts to the SSC-RC (Stewart St. Corridor Residential Commercial) Zoning District.

Section 2: Zoning Map Series Amendment.

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

Section 3: Severability.

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

Section 4: Copy on File.

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

Section 5: Effective Date.

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

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Milton, Florida, The 12th day of May, 2026.

CITY OF MILTON, FLORIDA

Heather Lindsay, Mayor

ATTEST:

CITY CLERK

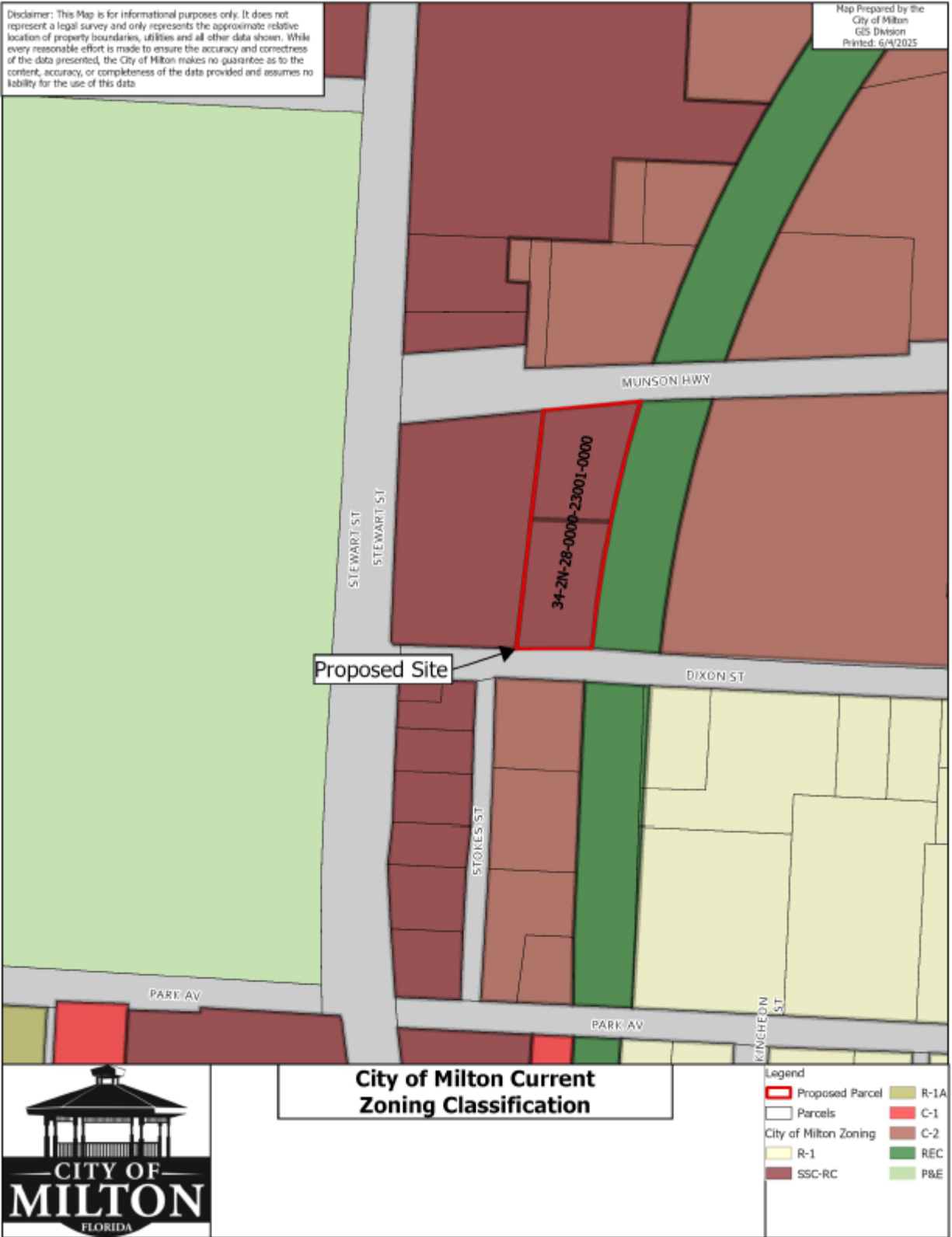
FIRST READING: _____,

SECOND READING: _____

Legal in form and valid when signed by the City Attorney

John Adams, City Attorney

ATTACHMENT A



ATTACHMENT B

PARCEL # 34-2N-28-0000-23000-0000

LEGAL DESCRIPTION:

ALL THAT PORTION OF LOT 2 IN THE SUBDIVISION OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, LYING NORTHERLY AND WESTERLY OF A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT FROM THE CENTER LINE OF THE FORMER RAILROAD OF BAGDAD LAND & LUMBER COMPANY, VIS: COMMENCING AT A POINT 50 FEET WESTERLY FROM THE CENTER LINE OF THE FORMER RAILROAD OF THE BAGDAD LAND & LUMBER COMPANY: ON THE NORTH SIDE OF DIXON STREET; THENCE NORTHERLY AND EASTERLY ALONG A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT AND WESTERLY FROM SAID FORMER RAILROAD TO THE NORTH LINE OF LOT 2; THENCE WESTERLY ALONG THE QUARTER SECTION LINE TO A POINT 210 FEET EAST OF THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER (SE ¼ OF SW ¼), OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 28 WEST, THENCE SOUTH 799 FEET TO THE NORTH LINE OF DIXSON ST; THENCE EAST TO POINT OF BEGINNING.

Caroline St.

Rezoning Request Data and 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:



CURRENT REQUEST: This proposal is for the rezoning of a parcel approximately 1.02 acres in size, also known as Parcel No. 34-2N-28-0000-23001-0000. The subject property is served by Munson Highway along the northern boundary and Dixon Street along the southern boundary, with approximately 143 feet and 123 feet of road frontage, respectively. The intersection with Stewart Street and Munson Highway is approximately 230 feet from the closest property boundary. The applicant is requesting to rezone the property from R-1 Single-Family Residential and C-2 General Commercial zoning districts to the proposed SSC-RC Stewart Street Corridor Residential Commercial District. Approval of this request also requires an amendment to the Future Land Use Map (FLUM) designation from Single-Family

Residential to Commercial. According to the City of Milton's Unified Development Code, properties within the R-1 Single-Family Residential Zoning District is not permitted for Gas Station uses. Such uses would be allowed in the SSC-RC Zoning District. Currently, the property has no defined use and is vacant. The future proposed non-residential use would include a Fast Food Restaurant use.

The subject parcel may contain jurisdictional wetlands. Development in these areas will require appropriate permitting and mitigation through relevant regulatory agencies including the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management district (NFWFMD), and the U.S. Army Corps of Engineers. If applicable, copies of these permits will need to be provided to Planning Staff.

The eastern boundary of the subject parcel abuts the Blackwater Heritage State Trail, a multi-use recreational trail. Appropriate erosion and sediment control measures will be required during construction to prevent sediment from leaving the site and impacting the trail or any adjacent wetlands. Additionally, the project design shall not allow or promote direct access to the trail without prior authorization from the Florida Department of Environmental Protection Division of State Lands.

Property dimensional requirements, including minimum lot width, minimum lot area, front, side, and rear setbacks, and maximum impervious surface ratios, differ among the three zoning districts.

Within the R-1 Single-Family Residential District, single-family uses require a minimum lot area of 7,500 square feet, a minimum lot width of 70 feet, a front setback of 25 feet, side setbacks of 12 feet, a rear setback of 20 feet, and a maximum impervious surface ratio of 35%.

Within the C-2 General Commercial District, non-residential uses require a minimum lot area of 10,890 square feet and a minimum lot width of 100 feet along arterial roads. The maximum impervious surface ratio is 65%, and the maximum front setback is 55 feet. Side setbacks are 10 feet; however, when adjacent to a residential use, the required side setback increases to 15 feet.

The proposed SSC-RC Stewart Street Corridor Residential Commercial District differs from the R-1 district in that it primarily accommodates commercial and mixed-use development. For non-residential uses, the SSC-RC district does not establish a minimum lot area or width. The maximum impervious surface ratio is 60%, and the maximum front setback is 50 feet. Side setbacks mirror those of the C-2 district at 10 feet, increasing to 15 feet when adjacent to a residential use.

Any new development will be required to provide appropriate screening and buffer yards and must comply with all applicable standards related to commercial development. Development of the subject property must also obtain any applicable permits from the Florida Department of Environmental Protection for potential impacts to onsite or adjacent wetlands or surface waters.

CURRENT ZONING:



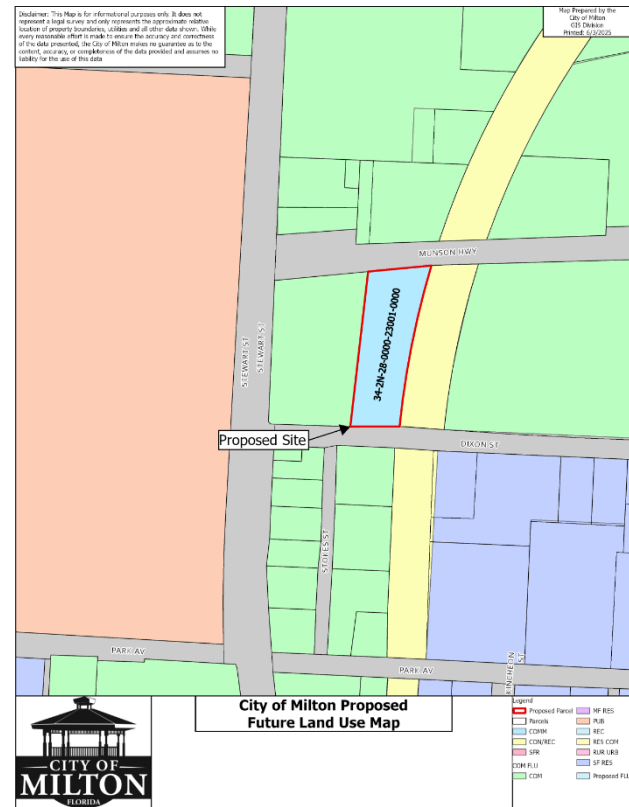
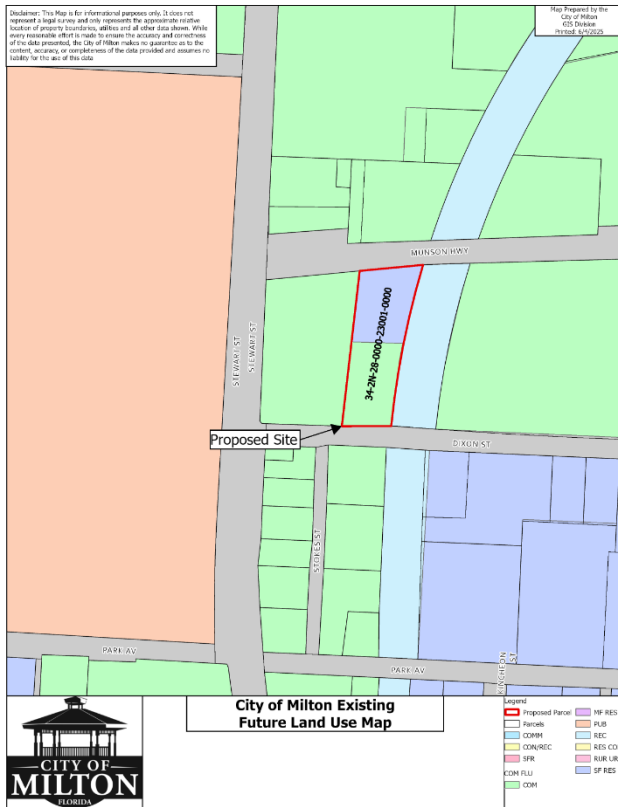
PROPOSED ZONING:



The applicant has initiated the process to reclassify the subject property from the R-1 Single-Family Residential and C-2 General Commercial zoning districts to the SSC-RC Stewart Street Corridor Residential Commercial District. This request also requires an amendment to the Future Land Use Map (FLUM) designation from Single-Family Residential to Commercial. The Unified Development Code requires that any new development, redevelopment, or change in use that increases the intensity of use, must comply with applicable development standards, including those related to streetscape buffer yards, landscaping, and screening of adjacent properties. In this instance, adjacent zoning districts include SSC-RC and C-2 to the north and south, REC to the east, and Public and Education District to the west.

CURRENT FUTURE LAND USE MAP

PROPOSED FUTURE LAND USE MAP



TRAFFIC: The subject properties would be served by Stewart Street, Munson Highway, and Dixon Street. As of 2024, the Florida Department of Transportation (FDOT) calculates an Annual Average Daily Traffic (AADT) of 17,300 vehicles at Stewart Street and 3,900 vehicles at Munson Highway. Currently, there is no AADT data for Dixon Street. Staff does not anticipate that the proposed development will create any increase in capacity issues. However, since the project is expected to generate additional traffic due to expansion or redevelopment, the property owner should contact FDOT to determine whether a new State Highway System Connection Permit or a modification to an existing connection will be required. Connections onto City's streets need to be at least 50 feet from an intersection.

UTILITY SERVICE: The property in question is vacant, but may be serviced by City of Milton utilities, including water, sewer, natural gas, and sanitation services.

LIGHTING: Current City regulations require that lighting may not exceed 1 foot candle at any lot line. 1 foot candle is generally considered to be approximately the minimum amount of light necessary for an individual to safely walk without the hazard of tripping over anything or colliding with something. This standard must be met as a part of the development review process.

SOUND: The applicant will be required to establish required landscaping buffers to minimize sound effects on the adjacent properties. Depending on any proposed use, landscaping must

be incorporated on the property and utilized as part of the landscaping buffer where required by code. For new development, redevelopment or a change in use which increases intensity or requires additional parking within the SSC-RC Zoning District, Article 12 Landscape Requirements establishes open space, landscaping, and screening standards for all required buffer yards, off-street parking areas and other developed areas. The conceptual plan provided to staff meets the intent of Article 12, but requires some minor revisions.

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

The R-1 Single-Family Residential Zoning District is intended to provide for a neighborhood environment of single-family attached and detached located on 7,500 square foot lots that have been established with a smaller lot size than the predominant pattern of single-family residential development. Lots platted prior to the date of the ordinance from which this article is derived shall have a minimum lot area of 5,000 square feet for each single-family dwelling. 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.

Allowable uses in the R-1 Zoning District. Allowable uses include but are not limited to adult family-care home, community residential home 6 or less, day care home, dwelling single-family, garage apartment, guest cottage, and private stable.

Current Zoning Sec. 6.3 (A.2). – General Commercial Zoning District (C-2)

The C-2 General Commercial Zoning District is intended to accommodate those lands and structures used to provide for the retail of commodities and furnishings of selected services, trades and other commercial enterprises within the Planning Area. The C-2 District addresses primarily auto-oriented retail, both individual businesses and retail centers, with the intent of improving the pedestrian environment along the existing corridors. Limited mixed-use development with residential dwelling units above the ground floor and higher density, multi-family residential development may be allowed upon development authority approval.

Allowable uses in the C-2 zoning district. Allowable uses include, but are not limited to Amusement Facility (Indoor and outdoor), Bar/Tavern, Boat Rental Facility, Contractor Office w/out Storage, Contractor Office with storage, Cultural Facility, Drive-Through Facility, Dwelling - Multi-Family, Farmers Market, Fast food Restaurant, Gas Station, Greenhouse/Nursery - Retail, Heavy Retail, Rental and Service, Hotel/Motel, Live Entertainment - Ancillary Use, Live Performance Venue, Lodge/Meeting Hall, Marina, Micro-Brewery/Distillery/Winery Small, Neighborhood Market, Office, Outdoor Dining, Parking Lot (Principle Use), Parking Structure (Principle Use), Reception Facility, Restaurant, Retail Goods Establishment, Retail Sales of Alcohol, Retail Vape/Tobacco, Retail/Convenience Store, Specialty Food Service, and Take-out Only Restaurant.

Proposed Zoning Sec. 6.4 (A.3). – SSC-RC Stewart Street Corridor Residential Commercial District. (SSC-RC)

The SSC-RC Mixed Use District designates, regulates, and restricts the location design and use of buildings and structures; to promote higher standards of exterior appearance of buildings and grounds; to stabilize and improve property value in a consistent manner while maintaining and improving the general character of the City; to promote health, safety, and

general welfare; and thus to provide the economic and social benefits resulting from an improved and revitalized mixed-use corridor. It is further the purpose of this district to promulgate redevelopment and infill of the area as a planned mixture of residential, commercial, and other uses within a pedestrian friendly and multi-modal corridor providing for various ancillary uses, and amenity features appropriate for a mixed-use corridor.

Allowable uses in the SSC-RC Zoning District. Allowable uses include, but are not limited to: Amusement Facility (Indoor and outdoor), Contractor Office without storage, Single family and Multi-Family Dwellings, Fast food Restaurant, Financial Institution, Healthcare Institution, Office, Personal Service Establishment Beauty/salon, Restaurant, Retail/Convenience Store, Retail Goods Establishment, Retail Vape/Tobacco, Self-Storage Facility, Specialty Food Service, Vehicle Dealerships, Vehicle Rental, Vehicle Repair/Service—minor, and Warehouse.

Please review the following:

Initiate rezoning – if the City Council believes a property is not properly zoned it can initiate rezoning to a more appropriate, comprehensive plan compliant district. While most rezonings are requested by property owners, the city has the right to initiate rezonings in order to meet a specific community or neighborhood goal. The proposed zoning change is intended to align with the adjacent SSC-RC zoned parcel. When a zoning district is changed some uses may no longer be permitted under the new regulations. Remember that the basis in the law for Land Development Codes and Zoning is a unit of government’s Comprehensive Plan and any other adopted plan that identifies land-based development activities. This proposed rezoning would not cause undue difficulties as it pertains to the City of Milton’s Comprehensive Plan and the future land use designation of Commercial may serve as an overall benefit to the area. The uses permitted within the SSC-RC Zoning District better fit the proposed use of the property and continuity with neighboring parcels.

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 a 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:

The proposed rezoning is consistent with the intent of the SSC-RC Stewart Street Corridor Residential Commercial District and would provide a more appropriate zoning classification than the existing R-1 Single-Family Residential and C-2 General Commercial zoning districts. The SSC-RC zoning district allows a mix of commercial and residential uses intended to support redevelopment and beautification along the Stewart Street corridor.

The proposed rezoning would also align the subject parcel with the adjacent property to the west, which is currently zoned SSC-RC, supports an existing gas station use, and would better facilitate future expansion and redevelopment of the property.

Staff have been working with the applicant regarding the proposed development and believe that the project will have minimal impacts on surrounding properties, provided that all applicable development standards are met.

Staff recommends approval of the rezoning request, with the condition that the subject parcel be conjoined with Parcel No. 34-2N-28-0000-22900-0000, located directly to the west.

PUBLIC HEARING NOTICE

NOTICE OF PROPOSED REZONING AND FUTURE LAND USE MAP AMENDMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Milton, Florida, will hold public hearings to consider an application submitted by John Prins, Authorized Agent, requesting approval of a rezoning and amendment to the Future Land Use Map (FLUM) of the City of Milton Comprehensive Plan for the property described below.

The subject property is identified as Parcel No. 34-2N-28-0000-23001-0000 and is generally located southeast of the intersection of Stewart Street and Munson Highway, between the Circle K and the Blackwater Heritage Trail.

The applicant proposes to amend the zoning designation from R-1 Single-Family Residential and C-2 General Commercial to SSC-RC Stewart Street Corridor Residential Commercial District. The applicant also proposes to amend the Future Land Use Map designation from Single-Family Residential to Commercial.

Parcel No.: 34-2N-28-0000-23001-0000



The Milton Planning Board will review the proposed rezoning and provide a recommendation to the City Council at a public meeting on **Tuesday, March 17, 2026, at 5:30 p.m.**

The Milton City Council will conduct a public hearing (first reading) on **Tuesday, April 14, 2026, at 6:30 p.m.** If approved, a second public hearing (second reading) will be held on **Tuesday, May 12, 2026, at 6:30 p.m.**

All hearings will be held in the Council Chambers at Milton City Hall, 6738 Dixon Street, Milton, Florida.

Copies of the proposed ordinance and supporting data are available for public inspection at the Planning & Development Department, 6512 Caroline Street, Milton, Florida from 7:30 a.m. to 4:30 p.m., Monday through Friday. For additional information about this request, please refer to the below website: <https://www.miltonfl.org/420/Public-Hearing-Information>

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the City at least 48 hours before the meeting by contacting City Hall, 6738 Dixon Street, Milton, FL or by calling (850) 983-5440. *“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 based.” FS 286.0105*



Resolution #: 2026 - 9

MEETING DATE

May 12, 2026

PREPARED BY

Clerk's Office

Resolution # 2026-09 Budget Amendment FY26

RESOLUTION NO. 2026-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON,
FLORIDA, AMENDING THE FISCAL YEAR 2026 BUDGET, CHANGING
THE ESTIMATED TOTAL REVENUES AND EXPENDITURES
OF VARIOUS FUNDS
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

FUND: General		DEPARTMENT:		
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-331-20-01	PD Equipment Grant-Federal	\$ -	\$ 41,500.00	\$ 41,500.00
001-0000-334-20-04	PD Equipment Grant-State	\$ 41,500.00	\$ (41,500.00)	\$ -
		LINE ITEM TOTAL-----	\$ -	
COMMENTS/EXPLANATION: 1. To Correct the PD Equipment Grant from State Fund to Federal Funds in the budget. No effect on the budget.				
FUND: 301 Capital Fund		DEPARTMENT:		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
301-0541-541-62-03	Warehouse Office Space Project 2608A	\$ -	\$ 150,000.00	\$ 150,000.00
301-0541-541-62-04	Washington St. Office Addition 2609A	\$ -	\$ 100,000.00	\$ 100,000.00
		LINE ITEM TOTAL-----	\$ 250,000.00	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
301-0000-381-90-01	Funds Forward	\$ -	\$ 250,000.00	\$ 250,000.00
		LINE ITEM TOTAL-----	\$ 250,000.00	
COMMENTS/EXPLANATION: 301 Funds Forward for Warehouse W&S Office Space Project 2608A and an Additional office space to the Washington St Building for the Gas Dept Project 2609A				
FUND: W&S Fund		DEPARTMENT:		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0536-536-63-20	Berryhill Force Main Interconnect Project 2503A	\$ 100,000.00	\$ 150,000.00	\$ 250,000.00
403-0536-536-34-00	Other Contractual Services	\$ 32,000.00	\$ 30,000.00	\$ 62,000.00
403-0535-535-63-60	NSRWRF-WWTPPlant & Sprayfields-Engineer/Design Project 2511A	\$ 500,000.00	\$ 150,000.00	\$ 650,000.00
403-0535-535-63-53	Spray Field 4 Engineering Project 2510D	\$ 350,000.00	\$ 100,000.00	\$ 450,000.00
		LINE ITEM TOTAL-----	\$ 430,000.00	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0000-389-90-01	Funds Forward - Reserves	\$ 2,670,000.00	\$ 280,000.00	\$ 2,950,000.00
403-0000-389-90-02	Funds Forward - Sewer Impact Fees	\$ 450,000.00	\$ 150,000.00	\$ 600,000.00
		LINE ITEM TOTAL-----	\$ 430,000.00	
COMMENTS/EXPLANATION: 1. To increase the budget for the Berryhill Force Main Interconnect Project 2503A using Sewer Impact Fees. 2.To increase Other Contractual Services to pay for an emergency sewer main break. 3. To increase the cost of the Project 2511A to pay for the engineering. 4.To increase engineering costs for Project 2510D Sprayfield 4.				

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

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

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

Passed and adopted this 12th day of May, 2026, by the Milton City Council of the City of Milton, Florida.

By: _____
Heather Lindsay, Mayor

ATTEST:

Molly Turnes, City Clerk



Agenda Item # 2026-4049

Natural Gas Fee Schedule (action item)

MEETING DATE

May 12, 2026

PREPARED BY

Laura McDill, Budget
Coordinator

BACKGROUND

Based on the recommendations provided in the utility rate study conducted by Florida Gas Utility, and the discussion at the April City Council Work Session, Attachment D of the City of Milton Fee Schedule has been revised to include a new section titled **Installation Fees**. This addition is intended to provide prospective natural gas customers with a clear understanding of the installation process, including cost expectations, deposit requirements, and available discounts.

While installation costs cannot be standardized due to variations in materials, labor, and site-specific conditions, the new section establishes a consistent framework outlining how such costs will be estimated and administered. It also defines deposit requirements, timelines for payment, and conditions for refunds in the event of cancellation. Additionally, the section introduces eligibility criteria for certain customer discounts.

Overall, this update enhances transparency, promotes consistency in the application of installation charges, and ensures that customers are informed of the procedures and financial obligations associated with initiating new natural gas service.

SUMMARY

RECOMMENDATION

To accept the addition of Section 3) **Installation Fees** in Attachment D of the Utility Fee Schedule.

ATTACHMENTS

1. Attach D Update_Fee Schedule 2026

ATTACHMENT “D”

Natural Gas Rates & Fees:

1) Monthly Rates:

- a) Residential Rates: This rate applies to single family residence, family apartments or housing authority using individual meters.

Minimum Rate		Commodity Charge		Purchased Gas Adjustment (PGA)
\$12.74	plus	\$9.96/MCF	plus	PGA

- b) Commercial Rates: This rate applies to a gas service for which there is no other specific rate schedule.

Minimum Rate		Commodity Charge		Purchased Gas Adjustment (PGA)
\$28.03	plus	\$8.70/MCF	plus	PGA

- c) Firm Industrial Rates: This rate applies to firm industrial customers that have an annual usage over the past 12 months or an estimated usage (new customer) of 5,000 MCF or greater.

Minimum Rate		Commodity Charge		Purchased Gas Adjustment (PGA)
\$28.03	plus	\$4.15/MCF for less than 5,000mcf	plus	PGA
\$28.03	plus	\$2.75/MCF for more than 5,000mcf	plus	PGA

NOTES:

- 1) The Purchased Gas Adjustment (PGA) is the amount computed under any of the City's natural gas user rates and may be adjusted by adding thereto any increase or subtracting there from any decrease in the cost of gas to the City.
- 2) The amount computed under any of the City's natural gas sales rates may be increased to reflect any applicable proportionate part of any directly allocable tax, imposed, assessment or levied by any governmental authority, which is assessed or levied against the City or directly affect the City's cost of operation and which the City is legally obligated to pay on the basis of meters, customers or rates of, or

revenues from gas or service sold, or on any other basis where direct allocation is possible.

2) Deposits:

Type of Service	Deposit
Residential	\$35.00 Connection fee, plus \$100.00 for persons not owning the property.
Commercial	\$200.00, or 2x the estimated monthly bill, whichever is greater at the time of application for service.
Industrial	\$200.00, or 2x the estimated monthly bill, whichever is greater at the time of application for service, or as may be negotiated by the City Manager

3) Installation Fees

- a. Upon request for new Natural Gas service, the City will provide a quote including estimated materials and labor.
- b. A deposit of fifty percent (50%) of the quoted cost is required prior to scheduling installation. The remaining balance is due no later than thirty (30) days before the scheduled installation date.
- c. Cancelled applications prior to installation will have their deposit refunded minus 50% of the deposit or \$100, whichever is less for administrative fees/costs.
- d. A Natural Gas account will be established at the time of application. Monthly service charges will begin upon completion of the installation.
- e. Applicable discounts:
 - 5% – Active Duty or Retired Military
 - 5% – Seniors (age 60 and older)
 - 10% – Rebate for customers with multiple installed and active natural gas appliances (documentation required)

4) Miscellaneous Fees:

It shall be the policy of the City to charge customers for various services such as turn-offs, turn-ons and other services listed according to the following fee schedule:

- a) Disconnect/Turn-on due to non-payment of bill is **\$36.00** for inside the City customers and **\$42.00** for outside the City customers before 3pm. After 3pm, there will be a **\$50** fee.
- b) Transferring of account is **\$36.00**.

- c) Disconnect for summer months is **\$36.00**.
- d) Reconnect after summer months is **\$36.00**.
- e) Lighting of pilot lights (by appointments only) is **\$36.00**. There is no charge for persons older than 60 years. If the customer misses the appointment an additional charge of **\$5.00** will be assessed for the first missed appointment and **\$30.00** for the second and succeeding missed appointments.
- f) Altered or Tampered Equipment: **\$120.00**, plus cost to purchase and replace the equipment.
- g) Walk-Through Connection (temporary connection for the purpose of sale or showing any structure): **\$36.00**
- h) **Meter Re-read Fee:** Customers may request a service call for, among other matters, reading of water usage which they feel are excessive or an error. Such service call will result in the assessment of a **\$25.00** fee. If the service call is for something other than as described, the Call-Out rates listed below, will apply. If the service call reveals that there was an error on the part of the City, the fee will be waived.
- i) Natural Gas Refueling Station gasoline gallon equivalent (GGE) rate charge shall be calculated based on current gas pricing and gross receipts tax.



Agenda Item # 2026-4024

HGMP Multiple Critical Facilities Generator Contract (action item)

MEETING DATE

May 12, 2026

PREPARED BY

Sandra Woodbery, Assistant
City Manager

BACKGROUND

Post Hurricane Ian (Disaster 4673), the City of Milton submitted a Hazard Mitigation Grant Program (HMGP) application to provide backup power to thirteen (13) wastewater lift stations, six (6) water wells, City Hall, Community Center, and Fire Station – Total of 22 generators. The total project cost was estimated at \$1,636,988. Council was notified of the grant application award at its 3/19/2026 meeting.

SUMMARY

Staff from grants, contracts, procurement, accounting, and leadership attended required administrative training on April 20, 2026. Florida Department of Emergency Management (FDEM) Agreement #H1337 for the Hazard Mitigation Grant Program (HMGP) Project #4673.233-R is attached for Council's review and consideration. FDEM approved project budget is as follows:

Budget

Project Costs: \$1,636,988.00

Federal Share: \$1,227,741.00

Local Share: \$409,247.00

SRMC (Year 1): \$27,283.13

RECOMMENDATION

Staff recommends Council's acceptance of the agreement and approval required for contract execution.

ATTACHMENTS

1. Agreement H1337 for FDEM Project 4673-233-R

Agreement Number: H1337

Project Number: 4673-233-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of Milton</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>UGPSYZPW7EE3 / 596000377</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4673-FL</u>
Federal Award Date:	<u>March 10, 2026</u>
Subaward Period of Performance Start and End Date:	<u>March 10, 2026 – May 31, 2028</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,255,024.13</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,255,024.13</u>
Total Amount of the Federal Award committed to the Sub- Recipient by the pass-through entity	<u>\$1,255,024.13</u>
Federal award project description (see FFATA):	<u>Generators</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Kelcie.Swede@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Milton, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Kelcie Swede
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-270-6219
Email: Kelcie.Swede@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Sandra Woodbery
Assistant City Manager
6738 Dixon Street; P.O. Box 909
Milton, Florida 32572
Telephone: 850-983-4704
Email: swoodbery@miltonfl.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on **March 10, 2026** and shall end on **May 31, 2028**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,255,024.13**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
 - ii. The costs are equitably allocated to all related activities, including Federal awards; and,
 - iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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 AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

- i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).
- ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.
- iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF MILTON

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$1,255,024.13**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to thirteen (13) wastewater lift stations, six (6) drinking water wells, a Utility Department drinking water station, City Hall Emergency Operations Center (EOC), the Clyde L Gracey Community Center, and one (1) fire station located in Milton and Bagdad, Santa Rosa County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-233-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Milton, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide backup power to thirteen (13) wastewater lift stations, six (6) drinking water wells, a Utility Department drinking water station, City Hall Emergency Operations Center (EOC), the Clyde L Gracey Community Center, and one (1) fire station located in Milton, Florida 32570, 32583, and Bagdad, Florida 32583.

The HMGP project shall provide protection by purchasing and installing twenty-two (22) permanent generators with capacities listed in the table below, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical infrastructure/facilities. The project includes constructing equipment pads as indicated in the table below. The project also includes installing automatic transfer switches (ATS) as well as all necessary electrical connections at all twenty-two (22) locations. All generators shall be fueled with natural gas, which shall be serviced by pipes to the generators. Currently, Water Wells 3, 4, and 6 are unprotected without any sources of backup power during power outages. SD Lift Station 3, 4, 5, 6, and 7, currently rely on portable generators, that the City of Milton needs to reallocate to other at-risk assets in the community. Glover Lane Lift Station, Water Well 1, and Water Well 5 have existing generators that are currently 17, 17, and 18 years old respectively, they shall all surpass their useful lives by the time the proposed project reaches closeout. Seven (7) more generators including SD Lift Station 1 and 2, Cox Road Lift Station, Whiting Field Lift Station, City Hall, the Clyde L Gracey Community Center, and the Fire Station are also being replaced due to age. They are currently 20, 20, 20, 20, 20, 20, and 25 years old respectively. The remaining locations including Hawksnest Lift Station, Jaimees Lift Station, Richardson Lift Station, and the Utilities Department provide insufficient capacities that shall be resolved with the new generators. Their current capacities are 25kW, 25kW, 55kW, and 55kW respectively and do not sufficiently support their respective lift stations. An interruption in the electric power supply would result in a loss of service of these critical infrastructures, negatively impacting the community. The proposed project shall allow for maintained operations of the critical infrastructures during emergency events that could cause power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verified Generator Listing Including Location Name, Address, KW, and Coordinates to be Included in the Executed Agreement

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with

the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to thirteen (13) wastewater lift stations, six (6) drinking water wells, a Utility Department drinking water station, City Hall Emergency Operations Center (EOC), the Clyde L Gracey Community Center, and one (1) fire station located in Milton, Florida 32570, 32583, and Bagdad, Florida 32583 by installing permanent generator(s).

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program

Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-233-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 10, 2026; and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	3 Months
Permitting:	2 Months
Construction / Installation:	10 Months
Local Inspections / Compliance:	2 Months
State Final Inspection / Compliance:	2 Months
Closeout Compliance:	2 Months
Total Period of Performance:	26 Months

BUDGET**Line-Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$1,200,727.00	\$900,545.25	\$300,181.75
Labor:	\$415,471.00	\$311,603.25	\$103,867.75
Fees:	\$20,790.00	\$15,592.50	\$5197.50
Initial Agreement Amount:	\$1,636,988.00	\$1,227,741.00	\$409,247.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$1,636,988.00	\$1,227,741.00	\$409,247.00
****SRMC			
SRMC:	\$27,283.13	\$27,283.13	
SRMC Total:	\$27,283.13	\$27,283.13	

*Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$27,283.13 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$1,227,741.00	(75.00%)
Non-Federal Share:	\$409,247.00	(25.00%)
Total Project Cost:	\$1,636,988.00	(100.00%)
SRMC (100% Federal)	\$27,283.13	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
 - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
 - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
 - (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present

c. Hazardous Materials Present

- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Milton

REMIT ADDRESS: PO Box 909

CITY: Milton STATE: Florida ZIP CODE: 32572

PROJECT TYPE: Generators PROJECT #: 4673-233-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1337

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75 %	Obligated Local Non-Federal 25 %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	DIVISION DIRECTOR _____
APPROVED SRMC TOTAL: \$ _____	
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Milton PAYMENT #: _____
PROJECT TYPE: Generators PROJECT #: 4673-233-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1337

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>				<i>TOTAL</i>	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF MILTON

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20____-20____ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: <u>City of Milton</u>	PROJECT #: <u>4673-233-R</u>
PROJECT TYPE: <u>Generators</u>	CONTRACT #: <u>H1337</u>
PROGRAM: <u>Hazard Mitigation Grant Program</u>	QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____ Signature	City of Milton Sub-Recipient's Name
_____ Name and Title	H1337 DEM Contract Number
_____ Street Address	4673-233-R FEMA Project Number
_____ City, State, Zip	
_____ Date	

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-233-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 1,255,024.13

OBLIGATION/ACTION DATE: March 10, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: UGPSYZPW7EE3

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide backup power to thirteen (13) wastewater lift stations, six (6) drinking water wells, a Utility Department drinking water station, City Hall Emergency Operations Center (EOC), the Clyde L Gracey Community Center, and one (1) fire station located in Milton, Florida 32570, 32583, and Bagdad, Florida 32583.

The HMGP project shall provide protection by purchasing and installing twenty-two (22) permanent generators with capacities listed in the table below, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical infrastructure/facilities. The project includes constructing equipment pads as indicated in the table below. The project also includes installing automatic transfer switches (ATS) as well as all necessary electrical connections at all twenty-two (22) locations. All generators shall be fueled with natural gas, which shall be serviced by pipes to the generators. Currently, Water Wells 3, 4, and 6 are unprotected without any sources of backup power during power outages. SD Lift Station 3, 4, 5, 6, and 7, currently rely on portable generators, that the City of Milton needs to reallocate to other at-risk assets in the community. Glover Lane Lift Station, Water Well 1, and Water Well 5 have existing generators that are currently 17, 17, and 18 years old respectively, they shall all surpass their useful lives by the time the proposed project reaches closeout. Seven (7) more generators including SD Lift Station 1 and 2, Cox Road Lift Station, Whiting Field Lift Station, City Hall, the Clyde L Gracey Community Center, and the Fire Station are also being replaced due to age. They are currently 20, 20, 20, 20, 20, 20, and 25 years old respectively. The remaining locations including Hawksnest Lift Station, Jaimees Lift Station, Richardson Lift Station, and the Utilities Department provide insufficient capacities that shall be resolved with the new generators. Their current capacities are 25kW, 25kW, 55kW, and 55kW respectively and do not sufficiently support their respective lift stations. An interruption in the electric power supply would result in a loss of service of these critical infrastructures, negatively impacting the community. The proposed project shall allow for maintained operations of the critical infrastructures during emergency events that could cause power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the

Verified Generator Listing Including Location Name, Address, KW, and Coordinates to be
Included in the Executed Agreement

National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(l); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.



Agenda Item # 2026-4026

Board Appointment Reorganization Plan (action item)

MEETING DATE

May 12, 2026

PREPARED BY

Jacob Hullett, Planning Director

BACKGROUND

New Board and Committee appointments must now meet the requirements of the ordinances as passed during the 1/13/2026 and 4/14/2026 City Council Meetings. In doing so, each board will need to be reviewed and appointed by Council. Staff has created a means to do this as a "Year One" scenario. The "Year One" scenario is as described below;

- Treat the new 2026 ordinance as a "Year One" appointment ordinance which would allow each member that is eligible to continue to serve if they so choose, subject to Council reappointment.
- Each board will follow the same set-up as the Milton Planning Board - Members will be appointed as voted on and agreed by the 2 Council members of each Ward, One Mayor-at-Large appointment, and Two Council-At-Large appointments for a total of 7 members serving on each board. The attached spreadsheet shows potential "appointment rotations" and appointees based on each potential member's seat. If Council so chooses, the Mayor & Council At-Large seats may be filled with current members. Appointment of members that are to fill Ward-specific seats should be rated based on favoring those who reside in that Ward, then those that live within the City of Milton, then those that reside in Santa Rosa County, and finally any other criteria supporting the potential members nomination (preference for 1. In ward, 2. In City, 3. In Santa Rosa County).
- Council will need to reappoint the eligible members on a 3-year staggered basis. The new "Year One" appointments will need to be scheduled as presented below in the 2 possible scenarios or as Council sees fit. Council will need to decide which stagger scenario is preferred.
- After the initial "Year One" rotation, every appointment to every board will be on a 3-year service term, which fulfills the 3-year staggered appointments. (After the first "Year One" 2-year appointments are complete, any future appointment in that seat is on a 3-year rotation)
- Each board will have an "Expiration Month". This will create a more cohesive, consistent, and repeatable appointment schedule. Staff recommends: Community Improvement Board - Expiration Month is March with new terms beginning in April. Board of Adjustments - Expiration Month is May and terms beginning in June. Historic Preservation Board - Expiration Month is July with terms beginning in August. Planning Board - Expiration Month September with terms beginning in

October.

New appointments after the "Year One" scenario will need to be able to achieve the "Staggered 3-year" term limit. In order to achieve this, the first round of appointments will need to have staggered years of appointments followed by any future appointments being for 3-years. City staff has developed two possible paths in order to do so.

1. 3/4 Seat Stagger - 3 appointments will fill a shortened 2-year term with the usual 3-year term after appointment, and 4 appointments will fill a full 3-year term. This will allow all future 3-year appointments to be staggered in such a manner that 2 consecutive years of appointments will occur with one year of no new appointments. The pattern would repeat; appointments in year four and five, with no new appointments in year six and so on. Again, after the first initial 3, 2-year terms, no more 2-year appointments will be necessary and every appointment from then on will be for the usual 3-years.

2. 2/2/3 Seat Stagger with appointments taking place every year.
In a 2/2/3 Seat Stagger: **Group 1** would consist of Ward 1, Council At-Large 1 for one, 1-year term; **Group 2** Ward 2, Council At-Large 2 for one, 2-year term; **Group 3** Ward 3, Ward 4, Mayor At-Large for one, 3-year term. Each would be appointed for a three-year term thereafter, per usual.

Again, as stated in both scenarios, the non-3-year terms would only occur once, during the "Year One", in order to create the staggered effect. Every appointment after will be the normal 3-year term.

If Council desires, all current Board members can be reappointed to their respective boards under either the 3/4 or 2/2/3 rotation. Staff has developed a recommendation for each seat in each Board with the current membership. This recommendation identifies which seat the current member is filling, and the new term they will serve. If Council adopts this recommendation and the Expiration Month concept, each board will continue as currently configured with the start month for each new term adjusted. Council would not have to make any appointments for any board, other than for vacancies, for one or two years, depending on the rotation schedule selected.

SUMMARY

RECOMMENDATION

Staff is requesting Council direction and selection of preferences for development of a policy for final adoption at the May Council meeting.

ATTACHMENTS

1. Board Expiration and Appointment Rotation - Apr. 2026

<u>HISTORIC PRESERVATION BOARD</u>							
<u>MEMBER</u>	<u>BOARD</u>	<u>WARD</u>	<u>TERM EXPIRES</u>	<u>3-4 ROTATION</u>	<u>2-2-3 ROTATION</u>	<u>APPOINTMENT TERM</u>	<u>NOTES</u>
Brian McGuire (Vice Chair)	HPB	Ward 1	9-Sep-29				
Jeff Martin	HPB	Ward 1	10-Sep-26				
John Ellis (Chair)	HPB		9-Sep-27				Milton Property Owner
Laura Spencer Coleman	HPB		9-Sep-27				Santa Rosa County Resident
Richard McCool	HPB	Ward 2	9-Sep-27				
Susan Russell	HPB	Ward 1	9-Sep-29				
Theresa Messick	HPB	Ward 1	9-Sep-27				
STAFF RECOMMENDATION							
Brian McGuire (Vice Chair)	HPB	Ward 1		3 Years	1 Year	<i>Term Expires = July 31/Term Begins = August 1</i>	
Richard McCool	HPB	Ward 2		2 Years	2 Years	<i>Term Expires = July 31/Term Begins = August 1</i>	
John Ellis (Chair)	HPB	Ward 3		3 Years	3 Years	<i>Term Expires = July 31/Term Begins = August 1</i>	
Susan Russell	HPB	Ward 4		2 Years	3 Years	<i>Term Expires = July 31/Term Begins = August 1</i>	
Theresa Messick	HPB	Mayor At-Large		3 Years	3 Years	<i>Term Expires = July 31/Term Begins = August 1</i>	
Jeff Martin	HPB	Council At-Large		2 Years	1 Year	<i>Term Expires = July 31/Term Begins = August 1</i>	
Laura Spencer Coleman	HPB	Council At-Large		3 Years	2 Years	<i>Term Expires = July 31/Term Begins = August 1</i>	
<u>MILTON PLANNING BOARD</u>							
Steve Dobbs (Chair)	MPB	Ward 2	13-May-29				
Amber Leak (Vice-Chair)	MPB	Mayor At Large	Dec-26				
Jimmy Messick	MPB	Ward 1	13-Aug-28				
Dan Powers	MPB	Ward 3	13-May-29				
Bruce Predmore	MPB	Ward 4	9-Jun-26				
Greg Scoville	MPB	Council At Large	13-May-29				
Melissa Simpson	MPB	Council At Large	11-Jun-28				
STAFF RECOMMENDATION							
Jimmy Messick	MPB	Ward 1		3 Years	1 Year	<i>Term Expires = September 30/Term Begins = October 1</i>	
Steve Dobbs (Chair)	MPB	Ward 2		2 Years	2 Years	<i>Term Expires = September 30/Term Begins = October 1</i>	
Dan Powers	MPB	Ward 3		3 Years	3 Years	<i>Term Expires = September 30/Term Begins = October 1</i>	
Bruce Predmore	MPB	Ward 4		2 Years	3 Years	<i>Term Expires = September 30/Term Begins = October 1</i>	
Amber Leak (Vice-Chair)	MPB	Mayor At Large		3 Years	3 Years	<i>Term Expires = September 30/Term Begins = October 1</i>	
Greg Scoville	MPB	Council At Large		2 Years	1 Year	<i>Term Expires = September 30/Term Begins = October 1</i>	
Melissa Simpson	MPB	Council At Large		3 Years	2 Years	<i>Term Expires = September 30/Term Begins = October 1</i>	
<u>BOARD OF ADJUSTMENTS</u>							
Howard Steele(Chair)	BOA	Ward 2	9-Sep-26				
Kyle Baker (Vice Chair)	BOA	Ward 2	9-Sep-28				
Karra Graber	BOA	Ward 3	9-Sep-28				
Joshua George	BOA	Ward 3	9-Sep-28				
Shannon Rice	BOA	Ward 2	9-Sep-28				
Kate Bryan	BOA		9-Sep-28				Santa Rosa County Resident
Dennis Rogers	BOA		9-Sep-26				Santa Rosa County Resident
STAFF RECOMMENDATION							
Kyle Baker (Vice Chair)	BOA	Ward 1		3 Years	1 Year	<i>Term Expires = May 31/Term Begins = June 1</i>	
Howard Steele(Chair)	BOA	Ward 2		2 Years	2 Years	<i>Term Expires = May 31/Term Begins = June 1</i>	
Karra Graber	BOA	Ward 3		3 Years	3 Years	<i>Term Expires = May 31/Term Begins = June 1</i>	
Joshua George	BOA	Ward 4		2 Years	3 Years	<i>Term Expires = May 31/Term Begins = June 1</i>	
Dennis Rogers	BOA	Mayor At-Large		3 Years	3 Years	<i>Term Expires = May 31/Term Begins = June 1</i>	
Kate Bryan	BOA	Council At-Large		2 Years	1 Year	<i>Term Expires = May 31/Term Begins = June 1</i>	

Shannon Rice	BOA	Council At-Large		3 Years	2 Years	<i>Term Expires = May 31/Term Begins = June 1</i>	
<u>COMMUNITY IMPROVEMENT BOARD</u>							
Vernon Compton (Chair)	CIB	Ward 1	1-Mar-26				
Howard Steele	CIB	Ward 2	1-Mar-26				
Paul Kilmartin	CIB		1-Mar-26				Santa Rosa County Resident
Cindy Smith	CIB		1-Mar-26				Santa Rosa County Resident
Kaiden Spurlock	CIB		1-Mar-26				Santa Rosa County Resident
Ella Payne	CIB		1-Mar-26				Santa Rosa County Resident
Deb Becker	CIB	Ward 1	1-Mar-26				
STAFF RECOMMENDATION							
Vernon Compton (Chair)	CIB	Ward 1		3 Years	1 Year	<i>Term Expires = March 31/Term Begins = April 1</i>	
Howard Steele	CIB	Ward 2		2 Years	2 Years	<i>Term Expires = March 31/Term Begins = April 1</i>	
Cindy Smith	CIB	Ward 3		3 Years	3 Years	<i>Term Expires = March 31/Term Begins = April 1</i>	
Kaiden Spurlock	CIB	Ward 4		2 Years	3 Years	<i>Term Expires = March 31/Term Begins = April 1</i>	
Deb Becker	CIB	Mayor At-Large		3 Years	3 Years	<i>Term Expires = March 31/Term Begins = April 1</i>	
Ella Payne	CIB	Council At-Large		2 Years	1 Year	<i>Term Expires = March 31/Term Begins = April 1</i>	
Paul Kilmartin	CIB	Council At-Large		3 Years	2 Years	<i>Term Expires = March 31/Term Begins = April 1</i>	



Agenda Item # 2026-4062

Community Improvement Board (CIB) Reappointments in Accordance with Newly Adopted Ordinances (action item)

MEETING DATE

May 12, 2026

PREPARED BY

Molly Turnes, City Clerk

BACKGROUND

The terms for all Community Improvement Board (CIB) members expired on March 1, 2026. Pursuant to the newly adopted ordinances and the allowable 90-day extension period, the current extension period has now concluded. Staff is requesting City Council consideration of reappointments to the CIB in accordance with the updated board appointment procedures and requirements established by ordinance to ensure the continued operation of the Board.

SUMMARY

Staff recommends reappointing the current CIB members as follows:

Vernon Compton (Chair)	Ward 1
Howard Steele	Ward 2
Cindy Smith	Ward 3
Kaiden Spurlock	Ward 4
Deb Becker	Mayor At-Large
Ella Payne	Council At-Large
Paul Kilmartin	Council At-Large

RECOMMENDATION

ATTACHMENTS

None