



COMMITTEE OF THE WHOLE
Regular Meeting Agenda

April 21, 2022
5:30 PM
6738 Dixon Street
Milton, FL 32570

- 1. Open Meeting**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda for Additional Items**
 - Recommendation for Additional Items from Staff
 - Recommendation for Additional Items from Council
- 5. Recognitions, Special Presentations and Awards**
- 6. Public Hearings/Meetings**
- 7. Invited Speakers**
- 8. Persons to Appear**
- 9. Agenda Items**

Staff Items

Administration
Councilwoman Shari Sebastiao

Special Event Permit Application - Riverfest 2022

Item # 2022-194
City of Milton Board Vacancies

Community Improvement Board
Councilman Vernon Compton

Economic Development
Councilwoman Shannon Rice

RFP Waterfront Property

Finance

Councilman Casey Powell

Improvements to the Reconciliation Process

Historic Preservation Board

Councilwoman Roxanne Meiss

LEAP

Councilman Vernon Compton

Item # 2022-287

JB Turner Historical Marker Production Update

Parks & Recreation

Councilman Jeff Snow

Pensacola Perdido Bay Estuary Program

Councilwoman Shannon Rice

Public Safety

Mayor Heather Lindsay

Caroline Street Traffic Data

Public Works

Councilman Robert Leek

Developers Agreement for Horizon Edge

Developers Agreement for Buckshot Subdivision

Highway 90 Re-surfacing Project

Street Repaving Schedule

Energy Audit

Government Vehicle Auction

Stormwater
Councilman Matt Jarrett

Tourist Development Council
Councilman Jeff Snow

Transportation Planning Organization
Councilman Vernon Compton

10. Council Reports

11. City Manager's Report

12. Public Input

13. 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



Special Event Permit Application - Riverfest 2022

MEETING DATE	PREPARED BY
April 21, 2022	Administration Department Stephen Prestesater, Director of Public Relations



Agenda Item # 2022-286

Special Event Permit Application - Riverfest 2022

MEETING DATE

April 21, 2022

PREPARED BY

Stephen Prestesater, Director
of Public Relations

BACKGROUND

The Santa Rosa County Chamber of Commerce is requesting to hold the annual 4th of July Celebration we all know as, Riverfest. This event is held at Jernigan's Landing and features a host of events held all day long. Additional information can be found in the item summary.

SUMMARY

Riverfest will be similar to what it has been in the past. This annual event is one of the largest to take place in the City of Milton with vendors, car shows, kid's areas, food trucks, Blackwater Pirates Duck Races, and fireworks. The fireworks that are provided by Pyro Shows, Inc. are sponsored by the City of Milton. This sponsorship is budgeted every year under the CRA 1 Grants & Aids account.

Fiscal Summary Report for Riverfest:

Financial support for this event comes from the CRA 1 account, 111-0552-552.82-02 - Grants & Aids SRC July 4th Fireworks.

The account has \$15,000 set aside for the annual fireworks display.

It is important to note: The current CPI of 8.5% and supply chain logistic issues we have been facing as a nation, have caused an increase in the rate. The show now costs \$25,000 to continue as we have in the past. Traditionally, the city has supported this event with \$15,000 in grant funding. The remaining balance of \$5,000 is covered by a generous sponsorship from McKenzie Motor Sports. McKenzie has indicated a willingness to continue their support of \$5,000. However, that would mean the City would need to increase its support by an additional \$5,000.

This would put the city's contribution to the annual fireworks display at \$20,000.

In addition to the financial support requested by the SRC Chamber of Commerce, the Outside Agency Funding Application has also been completed, which means the organization is also asking for in-kind support.

Requested Items as seen on the Outside Agency Funding Application:

- | | |
|--------------------------------------|-------------|
| - Utilization of City Insurance | - Price N/A |
| - Street Barricades/ Cones | - \$1000 |
| - Electrical Activation \$75 hr | - \$900 |
| - Public Works Crew staff at \$25 hr | - \$200 |

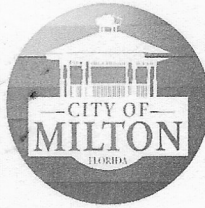
Total Amount of Funding Requested: \$22,100

RECOMMENDATION

The staff recommends the approval of this event application. If the Council approves the additional funding request to support the extra \$5,000, funds can come from Natural Gas of Milton Advertising Fund, as long as Natural Gas is added as a sponsor.

ATTACHMENTS

1. Agency Funding App
2. July 4th Event Permit App



Outside Agency Funding Application

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

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

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

Name of Organization: Santa Rosa County Chamber of Commerce

Address: 4315 Avalon Boulevard, Milton, FL 32583

Name of Representative: Denna Tucker

Telephone: 850-623-2339 Cell Phone: 850-572-3842

Email: ceo@sacchamber.com

Name of Event/Activity/Project/Program: July 4th Riverfest

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

Are you incorporated? ☒ YES ☐ NO

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

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

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

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

OUTSIDE APPLICANT REQUEST

REQUESTED ITEM

TOTAL

☒ Cash funding for a project/event (please specify exact amount requested) <i>(Fireworks)</i>	\$ <u>20,000.00</u>
☐ Use of City Property (please specify location and duration) (cost varies)	\$ _____
☐ City Bathroom at Jernigan's Landing (\$250) <i>(Non-Profit Only)</i>	\$ _____
☐ City Bathroom at Alternate Location (\$350) <i>(Non-Profit Only)</i>	\$ _____
☐ City Stage (\$350) <i>(Non-Profit Only)</i>	\$ _____
☐ City Movie Projection Equipment & Inflatable Screen (\$250) <i>(Non-Profit Only)</i>	\$ _____
☒ Utilization of City Insurance (must be approved by City Council in advance)	\$ _____
☒ Street Barricades/Cones (\$100/\$10)	\$ <u>1,000.00</u>
☐ Electronic Street Informational Sign (\$250 per unit)	\$ _____
☐ City Tent (\$500) <i>(Non-Profit Only)</i>	\$ _____
☐ Live Music Licensing (\$200) */** <i>(Non-Profit Only)</i>	\$ _____
☐ Movie Licensing (at Cost) */** <i>(Non-Profit Only)</i>	\$ _____
☐ Parade Package (\$1000) <i>(Non-Profit Only)</i>	\$ _____
☐ Tables/Chairs (\$5/table and \$10/10 chairs, rented in counts of 10 only)	\$ _____
☐ Tables & Chairs Delivery & Set Up & Retrieval (\$25)	\$ _____
☐ Small Generator (\$100)	\$ _____
☐ Large Generator (\$250)	\$ _____
☐ Generator Power Distribution Panel (\$100)	\$ _____
☐ Hose Bib (water distribution system) (\$100)	\$ _____
☐ Connection to City Fire Hydrant (\$50 + Metered Rate for Water)	\$ _____
☒ Electrical Activation (\$75 + Hourly Rate for Electricity/Connection)	\$ <u>900.00</u>
☐ Fire/EMS (\$30/hour, min. 2 hours)	\$ _____
☐ Police (\$30/hour, min. 4 hours)	\$ _____
☒ Public Works Crew (\$25/hour, min. 2 hours)	\$ <u>200.00</u>
☐ Other City Staff (\$30/hour, min. 2 hours)	\$ _____

TOTAL AMOUNT OF FUNDING REQUESTED

\$ 22,100.00

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

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

Explanation of Organization

(Who are you? What is your mission?)

Non-profit Supporting Businesses & non-profits
in Santa Rosa County.

Explanation of Event/Activity/Project/Program

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

This annual event brings together an estimated 25,000-30,000 people throughout day - many from neighboring counties & states. They buy food, gas, support local shops & community vendors.

Explanation of Funding Request

(What will the City pay for/provide and why?)

Help with increased event expenses as noted in attached letter

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

Annual Celebration of an Independence



March 18, 2022

Milton Mayor Heather Lindsay

RE: July 4th Riverfest Celebration
Request for additional support

This annual event attracts an estimated 30,000+ visitors and viewers throughout the day concluding with the fireworks display over the Blackwater River.

The Santa Rosa County Chamber of Commerce has been coordinating activities, volunteers, vendors, fireworks, etc. in addition to obtaining sponsors to cover expenses – with the City's support for over 25 years.

(Please note we only have 2 full time staff to accomplish this)

With the recent high residential growth in our county, accompanied by an increase in business growth as well, it has become a challenge for our staff to maintain the support to our business community and members that is our charter and purpose. Earlier in the year our board discussed the possibility of identifying an organization (if not the City) to take on the Riverfest event as we are not "event" planners and feel someone else could not only do a better job – but take it to the next level this high visibility and signature event for our City deserves.

We realize the importance of the July 4th Celebration to our community and will continue to coordinate until at which time someone better able with more resources can take it on.

The main reason for this request is due to substantial increases in costs affiliated with Riverfest.

Fireworks increased from \$20,000 to \$25,000

Liability insurance increased \$3500

Hotel rooms for the crews increased from \$700 to \$1100 (Best Western in Milton)

PortaPotties increased from \$1700 to \$2244

We expect additional increases in other areas as we proceed with planning for this year

Additional commission staff based on sponsorships – estimated \$3500).

These increases – including our salary staff time would put us in a net loss for this event by over \$4000. Per our by-laws we cannot continue or proceed with an event or activity that does not reflect a net profit, if even by a minimal margin.

We are asking for your support to increase funding for this event from the \$15,000 contributed in the past to \$25,000. This would ensure all expenses are covered and your Chamber can continue to bring this signature event to downtown Milton.

I would welcome an opportunity to speak with you in person regarding this request prior to it coming before you in a council meeting so I can be prepared to answer any questions and/or provide any additional information. My cell# is (850) 572-3872

At Your Service,

Donna S. Tucker

Donna Tucker

President/CEO

BUDGET

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

FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
10,000	0*	0*	0*	

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

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

* \$10,000 paid directly to Pyro Productions

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

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

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

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

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

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

See Attached (2021)

2021 Riverfest

REVENUE		
Drinks @ \$2 each	1862.00	
Concession Vendors @ \$200 Each		
Cobb & Company	400.00	
Southern Sno	400.00	
Dragon Team of Milton Pace	200.00	
Milton H.S. Band Boosters	200.00	
Kona Ice	200.00	
Sherry's BBQ	200.00	
Kendra Locke Concessions	200.00	
Rusty Boles Bayou Billys Tea	200.00	
Pinacolada Central	200.00	
Retail Vendors @ \$100 Each		
OneBlood	100.00	
Mountains and Mermaids	200.00	
Pawspace - Anatolii Sumskii Matching Cloth	100.00	
Mauri Mart	100.00	
Southern Jewelz Papparazzi	100.00	
West Florida Baptist Church	100.00	
Red Dog Crystals & Gems	100.00	
Expressions by Rebecca	100.00	
Eatons Creations	100.00	
Southern Charm Jewelry	100.00	
EcoView Windows	100.00	
M&M Events	100.00	
MLK Designs	100.00	
Pure Home Systems, Inc	100.00	
Santa Rosa NAACP Branch 5094	100.00	
Santa Rosa Democratic Women's Club	100.00	
McNamara Concessions	100.00	
Combat Hero Bike Build	100.00	
VFW Post 4833	100.00	
Woodpeckers Pickles	100.00	
Sharon Seawright	100.00	
Blades & Shades	100.00	
Milton Off Road Enterprise	100.00	
Willie Jiles	100.00	
SPONSORSHIPS		
Fireworks (City of Milton)	Paying Directly to Pyro Shows	
Fireworks (McKenzie Motor Company)	5000.00	
Co-Hosted By: Santa Rosa Medical Center	1500.00	
Co-Hosted By: Milton Chevy & Milton Dodge	1500.00	
Red \$500		
Blackwater Pyrates	500.00	
Okaloosa Gas District	500.00	
Team Baker, MBA RE/MAX Infinity	500.00	
Service Matters Realty & Property Mgmt.	500.00	
Florida Dept. of Health in SRC	500.00	
Domino's	500.00	

Whip It Inventions	500.00	
Florida Blue	500.00	
Fast Cash ATM	500.00	
White \$250		
Howard Young Flooring	250.00	
United Bank Milton	250.00	
Gulf Power	250.00	
Ameriprise Financial Services, Inc.	250.00	
Robin Sherman Real Estate	250.00	
Smith & Smith Property Management	250.00	
Skin & Tonic	250.00	
Milton Rotary	250.00	
Angels Care Home Health of the Emerald Co	250.00	
Blue \$100		
Ollie's Neighborhood Grill	100.00	
Donald Spencer Clerk of Court	100.00	
Cotton Real Estate	100.00	
Meghan Bral-MaryKay	100.00	
Santa Rosa Center for Rehabilitation & Heal	100.00	
Patriot \$50		
EcoView Windows	50.00	
Banners Only (\$100 each)		
Bruce Baker	500.00	(5 banners)
Ice Sales		
Bike Show @ \$5 Each	230.00	
TOTAL REVENUE	22592.00	

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

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

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

See Attached (2021)

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

PARTICIPANTS

	<u>PRIOR YEAR</u>	<u>CURRENT YEAR</u>	<u>UPCOMING YEAR</u>
1. Number served by this event/program	25,000	30,000	
2. Cost per participant	no cost		

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

EXPENSES	
Fireworks	5000.00
City of Milton Service Fees	800.00
Port-A-Potties	1725.00
Buffalo Rock Concessions	990.00
Bike Show Trophies	237.00
Boogie Inc./SoundSystem/ Karaoke	700.00
Buggy Worx	938.00
Golf Cart Insurance	250.00
Freedom Car Show	1000.00
Signage	356.00
Treasure Island Tables & Chairs	130.00
Treasure Island Tent	450.00
Trash Crew & Decoration	1000.00
Staff/Fireworks Staff/Food Bev	303.00
Fireworks Crew Hotel	700.00
Meet & Greet	723.50
Committee Chair Meetings	121.24
Supplies	98.26
Misc. Expense	236.69
TOTAL EXPENSE	15758.69



Special Event Permit Application

City of Milton

6738 Dixon Street, Milton FL 32570

850-983-5400 pio@miltonfl.org

Instructions:

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

Applicant & Event Organizer Information

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

Name of Organization: Santa Rosa County Chamber of Commerce
Address: 4315 Avalon Blvd City: MILTON
Phone: (850) 623-2339 Email: ceo@sccchamber.com
Event POC: Denna Tucker
Phone: Same Email: Same

Event Information

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

Event Name: July 4th RIVERFEST
Event website/ Event Page: WWW.SCCCHAMBER.COM
Event Location: On William J.S. Riverwalk Event Date(s) July 4 to _____
Time of Event: Day 1 10 AM to 9 PM (Day 2 - Optional) _____ to _____
Setup Date & Time: 7/3/22 at 4 PM Teardown Date & Time: 7/4/22 at 10 PM
Estimated Attendance: 30,000 Is the Event Free to attend? ☒ YES ☐ NO

Special Event Questionnaire

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

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

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

Do you have a Marketing Plan and if so, how will you notify surrounding businesses/ residents of your event? LOCAL Media (Radio, Press) Social Media

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

☒ YES ☐ NO

City Fee Sheet

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

Location(s)/ Facility used at event:

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

Requested Items:

QTY

QTY

- | | | | | |
|---|-------------------|---|------------------|-------|
| ☒ Portable Restroom | \$250 | ☐ Portable Restroom | \$350 | |
| (at Jernigan's landing) | | (at alternate location) | | |
| ☐ City Stage 14'x28' | \$350 | ☐ City Movie System | \$250 | |
| ☐ Live Music Licensing *** | \$200 | ☐ Movie Licensing *** | \$(at cost) | |
| ☒ Event Insurance | \$(at cost) | ☒ Barricades | \$100 per | _____ |
| ☐ Street Info Sign | \$250 per | ☐ Cones | \$10 per | _____ |
| ☐ Tables 6ft | \$5 per | ☒ Dumpster | \$50 per | _____ |
| ☐ Tables & Chairs D/S/R | \$100 | ☒ City Garbage Cans | \$10 per | _____ |
| ☐ Small Generator's | \$100 | ☐ Large Generator | \$250 | |
| ☐ Generator power distro | \$100 | ☒ Hose-bid water distro | \$100 | |
| ☐ City Hydrant tap fee | \$50 + meter rate | ☒ Fire/EMS (if available) | \$30hr / 2hr min | |
| ☒ Police (if available) | \$25hr / 4hr min | ☐ Public Works Crew | \$20hr/ 2hr min | |
| ☒ Other City Staff | \$25hr/ 2hr min | ☐ Street Sweeping | \$250 per sweep | |
| ☒ Electrical Activation | \$75 + meter rate | ☒ Event Clean-up | \$100hr | |
| ☐ Parade Package (including Police, Public Works, Planning and required street closures) | | | \$1,000 | |
| ☐ Concert Package (including light & sound production from our 3 rd party vendor) | | | \$1,600 | |

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

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

Ordinances & Special Requests

Tourism District and Downtown Milton Special Requests:

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

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

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

I hereby request the following regarding the Blackwater River:

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

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

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

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

Time Period from when these requests will take place:

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

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

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

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

If so, please list street names:

- 1) North Willing
- 2) South Willing
- 3) Elmira
- 4) Pine

Is this an annual Event? ☒ YES ☐ NO

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

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

Additional Documents Required with Application

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

For additional information on what is required please contact the Office of Economic Development.

- ☐ Event Site Map ☐ Event Race Route Map ☐ Parade Route & Alternate

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

- ☐ Insurance Certificate(s) ☐ Fireworks Application ☐ Other (any other agency)
- ☐ Tax Exempt Certificate and 501(c)3 Documentation *(if the entity is claiming tax exempt and/ or non-profit status)*

Rules & Regulations

Application Dates:

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

Cancellation Policy:

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

ADA Accessibility Guidelines:

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

Clean-Up:

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

Hold Harmless Agreement

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

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

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

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

Name of Special Event _____

Date(s) of Special Event _____

Name of Organization _____

Event Organizers Name _____

Address of Organization _____

Phone Number _____

Email _____

Printed Name

Signature

Internal Signatures Required for Approval:

Office of Economic Development: _____ Planning: _____

Public Works: _____ Police: _____ Fire: _____



Agenda Item # 2022-194

City of Milton Board Vacancies

MEETING DATE

April 21, 2022

PREPARED BY

Melissa Short, Admin
Assistant/Permit Clerk

BACKGROUND

This is an item update that is to be provided monthly to the Council as long as city boards have membership vacancies. Currently, the Board of Adjustment, Police Pension Board, and the Civil Service Board have one vacancy. The General Employees' Pension Board has two vacancies. It is important to fill these positions so a meeting can be held with a simple majority of the board present.

SUMMARY

At this time, staff has one application on file for the General Employees Pension Board. Attached is the application as well as the current boards with vacancies.

RECOMMENDATION

Staff recommends review of the General Employees Pension Board application.

ATTACHMENTS

1. Board Vacancies Updated 4.2022
2. Teresa Walsh Application and Resume

City of Milton Board Vacancies

Board of Adjustment

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

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

General Employees' Pension Board

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

At this time, staff has an application on file from Teresa Walsh, who is interested in serving on this board.

Police Pension Board

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

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

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

Civil Service Board

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

There is currently one vacancy on this board, Council Appointed. This position, when filled, will serve a two-year term.

Appointment and Structure:

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

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

CITY OF MILTON
BOARD APPOINTMENT SURVEY/INFORMATION

Name Teresa Walsh Date: 3.25.22
Phone (hm) 850 607-5007

E-mail address TeresaWalsh2@gmail Phone (wireless) _____

Address 2136 Hagood Loop City Ward _____

Education Please see resume

Work Experience: Code Enforcement Officer, 14 years
6 years of General Pension Board
as Trustee

Community Service _____

~~Awards~~ _____

Hobbies, Travel, etc _____

Other comments that would be helpful in determining appropriate appointment _____

Please attach a brief resume.

Please check the Boards that you are interested in.

___ Milton Housing Authority

___ Milton Planning Board

___ Historic Preservation Board

___ Community Improvement Board

___ Civil Service Board

☒ General Employees Pension Board

___ Board of Adjustments

___ Firefighters Pension Board

___ Police Pension Board

TERESA WALSH

2136 Hagood Loop, Crestview FL, 32536 · 850-607-5007

TeresaWalsh2@gmail.com

EXPERIENCE

2008 – CURRENT

CODE ENFORCEMENT OFFICER IV, CITY OF MILTON

- Investigating complaints of suspected or reported violations by applying a thorough knowledge and understanding of the City of Milton's Code of Ordinances and Unified Development Code.
- Investigations may take the form of photographs, site inspections, writing reports, correspondence with the public and City officials, as well as providing verbal suggestions, instructions, and recommendations to contractors/landowners on how to best facilitate resolutions of non-compliant issues.
- Oversees mitigation and non-permitted activities to ensure safe, aesthetically pleasing, and properly permitted development within the City of Milton.
- Provides expert analysis in cases for judicial and quasi-judicial proceedings or hearings as a witness. This includes, but is not limited to; records maintenance, building activity files, and working with other enforcement/permitting staff to ensure effective and accurate information is presented.

2005-2008

COMPLIANCE OFFICER, SANTA ROSA COUNTY

- Investigates and processes County ordinance and regulation violations.

2001-2005

MANAGER/OPERATOR, M&T CLEANING

- Managerial duties included hiring, bidding jobs, telemarketing new business, and schedule coordination
- Operator duties included labor, customer service, and basic knowledge of work and duties

EDUCATION/TRAINING/CERTIFICATES

- FLORIDA ASSOCIATION OF CODE ENFORCEMENT LEVEL I, II, III, AND IV
- ORLANDO, FLORIDA, FUNDAMENTALS OF CODE ENFORCEMENT
- ADMINISTRATIVE ASPECTS OF CODE ENFORCEMENT, LEGAL ISSUES IN CODE ENFORCEMENT, OFFICER SAFETY, AND FIELD APPLICATIONS
- QUALIFIED STORMWATER MANAGEMENT INSPECTOR
- FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED TEMPORARY TRAFFIC CONTROL

6
3
3
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3
3
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3
3
3

- 6 YEARS ON THE GENERAL PENSION BOARD AS A TRUSTEE

SKILLS

- Code enforcement
- Knowledge of City of Milton Ordinances/Codes
- Interacting with Citizens to problem solve in a courteous manner
- Working with public to solve issues without writing citations
- Record keeping for complex and multi-leveled issues
- Sympathetically and delicately solving issues between several interested parties



RFP Waterfront Property

MEETING DATE	PREPARED BY
April 21, 2022	Office of Economic Development Ed Spears, Director of Economic Development



Improvements to the Reconciliation Process

MEETING DATE	PREPARED BY
April 21, 2022	Finance Department Curtis Krebs, Chief Financial Officer



Agenda Item # 2022-284

Improvements to the Reconciliation Process

MEETING DATE

April 21, 2022

PREPARED BY

Curtis Krebs, Chief Financial
Officer

BACKGROUND

Improvements to the Reconciliation Process

SUMMARY

Improvements to the Reconciliation Process

RECOMMENDATION

For information only; no action required.

ATTACHMENTS

1. Finance Reconciliation

COMMITTEE OF THE WHOLE
FINANCE DEPARTMENT IMPROVEMENTS TO THE RECONCILIATION PROCESS

1. Finance will perform bi-monthly journal entries (mid-month and end-of-month); this will reduce the chance of missing a journal entry.
2. Finance is currently in the process of setting up a plan with our software provider, Central Square, that will incorporate a more efficient, time-saving process. This process will include:
 - Consolidating several bank accounts into the pooled cash accounting system that is already in place. Please note that the balance sheets will have the same accounts and account number in each fund: General, Capital, Gas, Water, Sewer, Sanitation, Stormwater, Marina and Sundial for ease and transparency.
3. New codes will be added for grants and other revenue items and funds as necessary.

Overall, the ending result will be fewer hand-written checks, fewer accounts to track, fewer banking deposits and less journal entries which will ultimately reduce the chance for errors and save man-hours.

Finance is scheduled to have this project completed with Central Square by the end of May.



Agenda Item # 2022-287

JB Turner Historical Marker Production Update

MEETING DATE

April 21, 2022

PREPARED BY

Tim Milstead, Planning Director

BACKGROUND

City staff, upon approval by the City Council in late 2021, has been communicating with Sewah Studios out of Ohio for the production of a historic marker about the former JB Turner school. This marker, upon production and delivery, will be installed at the northeast corner of Mary Street and Walker Street. A rendering of the sign as it has been approved by City Council and provided to Sewah Studios, is attached.

SUMMARY

City staff has continued to communicate with Sewah Studios regarding the production of the JB Turner Historical Marker. Various communications have been exchanged in the past few days regarding additional information requested by Sewah Studios, including the custom artwork renderings included on the sign above the proposed text. Staff has provided these requested items, and Sewah studios has verified they are working on the sign production, Staff has communicated to Sewah Studios that the sign delivery is needed by early-mid June to allow for installment at the approved site.

RECOMMENDATION

Information only. Staff will continue to work with Sewah Studios to expedite the production of the sign.

ATTACHMENTS

1. JB Turner School Historic Marker FINAL VERSION

J.B. Turner School

Historic Maker



J.B. Turner School Circa 1908 - 1952

On September 8, 1908, J.B. Turner School (JBTS), the first public school in Santa Rosa County established for colored students (named J.B. Turner Colored High School in the recorded deeds), was erected at this location on land purchased by the Santa Rosa County School Board. It was named in honor of School Board Chairman Dr. J.B. Turner from Bagdad, Florida, who designated a place for African American students from grades 1-9 (Post-Reconstruction Era) to receive a formal education. Before the purchase, these students received informal elementary school education from community institutions, known as "church schools". JBTS educated students during the separate-but-equal Jim Crow era, with many of these students traveling by foot to attend school. JBTS thrived under the leadership of the first principal, Mrs. R. Robinson, an African American from East Milton and Superintendent L.C. Word from Jay, Florida. In less than 50 years, JBTS added grades 10-11 (1950-1952), but 12th graders had to transfer to Booker T. Washington High School in Pensacola, Florida to graduate from the 12th grade. Later, the already established T.R. Jackson High School added 12th grade to its curriculum, making the Class of 1953 the first African American class in Milton, Florida to graduate from this school, which was under the leadership of Principal T.R. Jackson. JBTS expanded its curriculum and added facilities, clubs, and sports teams. Graduates of JBTS have served the state and nation with academic and military distinction and locally as leaders in the City of Milton, Florida.

Proud JBTS alumni still chant, "Give me that ole J.B. Spirit. It's good enough for me!"

DRAFT



Agenda Item # 2022-285

Caroline Street Traffic Data

MEETING DATE

April 21, 2022

PREPARED BY

Tony Tindell, Police Chief

BACKGROUND

Council requested traffic data on Caroline Street between Canal Street and Willing Street.

SUMMARY

The Speed Spy was installed near the intersection of Caroline Street and Escambia Street on 4/13/2022. Data will be provided at COW on 4/21/2022. Automated speed sign information will also be provided.

RECOMMENDATION

Council direction.

ATTACHMENTS

1. 20220418_123429



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Page | 1

Quote Number QUO-21796-T6L9L0
Created Date 4/14/2022
Expiration Date 5/13/2022
Prepared by Farah Khan

QUOTATION

Contact: Mike Cline
Phone: (850) 983-5423
Email: mcline@miltonfl.org

Milton PD FL
5451 Alabama St
Milton, Florida 32570
United States

Shipping Address:
5451 Alabama St
Milton, Florida 32570
United States

Standard Features (Included) – Evolution Signs

- The Evolution radar feedback signs come with 1 year of unlimited SafePace Cloud access. SafePace Cloud is renewable annually with bundling and multi-year term discounts available.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

Special Notes

Pricing through Source well contract : City of Milton ID# 34560

Traffic Logix contract number 070821-LGX.

Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Discount	Total Price
SP100 English White Large with Solar	SP100EWL-SOL	1.00000	\$2,974.00		\$2,974.00
Universal Bracket (Full Set)	SP1BK2	1.00000	\$133.00		\$133.00

Totals

Subtotal: \$3,107.00
Freight: **Included as per Sourcewell**
Grand Total: **\$3,107.00**



Agenda Item # 2022-288

Developers Agreement for Horizon Edge

MEETING DATE

April 21, 2022

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

Horizon Edge has requested a developers agreement to build home west of Airport Rd and south of Highway 90.

SUMMARY

Developers Agreement for Horizon Edge to building home in East Milton

RECOMMENDATION

Staff recommends approval of the developers agreement for Horizon Edge.

ATTACHMENTS

1. Horizon Edge

DEVELOPER AGREEMENT

THIS AGREEMENT, (the "Developer Agreement") is made and entered into by and between THE CITY OF MILTON, a governmental body, corporate and politic, ("City") and Breland Homes Coastal, LLC, ("Developer"). This Agreement shall be effective as of the date on which it has been signed by both the Developer and the City or their representatives, as indicated below.

WHEREAS, the Developer owns certain lands as described in Attachment "A" attached hereto (the "Property") and intends to develop on the Property as a single-family residential subdivision (the "Project"); and

WHEREAS, the Developer desires the City to provide gas and wastewater service to the Project; and

WHEREAS, the City is willing to provide such service upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein the Developer and the City hereby agree as follows:

1. The Developer shall, at the sole cost and expense of the Developer construct or cause to be constructed on the project property such sewer mains, lift stations, sewer laterals, and other facilities as may be necessary for the City to provide such service to the Project. All construction shall meet or exceed city codes and standards.

2. The City hereby waives compliance by the Developer with Ordinance No. 1277-08 and agrees as follows:

- The Developer will pay impact fees at the rate then, in effect on the date payment is required by this Agreement. Within five (5) days of the approval of this Developer Agreement by the City of Milton, Developer shall make payment for thirty-three percent (33%). For sewer taps in the year 2023 of the 157 Lots anticipated for preliminary plat approval and said payment shall be credited to Developer, and Developer's successors, heirs and assigns, against the sums otherwise required by Ordinance No. 1277-08 (the Initial Payment); The City agrees to allocate and reserve fifty-three (53) sewer taps upon receipt of the Initial Payment.

- Payment for an additional thirty-three percent (33%) For sewer taps in the year 2024 of the Lots designated by the approved Preliminary Plat shall be made within two (2) year of the date of the Initial Payment (the "Second Payment"). The City agrees to allocate and reserve fifty-two (52) sewer taps upon payment.

- In any event, payment for the remaining Lots (as designated on the approved Preliminary Plat) shall be made in the year 2025 within two (2) year of the Second Payment (the "Final Payment"). The City agrees to reserve sewer taps for the remaining fifty-two (52) upon payment.

It being understood that notwithstanding any provision to the contrary herein, three (3) years from the date of execution of this instrument, regardless of whether build out has been achieved for any reason, the Developer, or Developer's successors, heirs or assigns, will pay any remaining impact

fees and connection/ tap fees at the rate then in effect on that date.

3. No sewer construction shall be commenced until plans and specifications therefore have been submitted to and approved in writing by the permitting authorities having jurisdiction.

4. Employees and agents of the City may at any reasonable time during or after construction enter upon the Property for the purpose of inspecting such facilities.

5. Upon completion of construction of the onsite facilities, they shall be certified by the engineer for the Developer and shall be subject to final inspection by the permitting authority. Upon determination by the City that the facilities have been constructed by the Developer in accordance with approved plans and specifications and all applicable requirements of the City, County, and other agencies having jurisdiction, and upon payment by the Developer of all applicable rates, fees and charges established by the City, the City shall provide service to the Project.

6. The Developer hereby warrants the onsite facilities to be free of defects for two (2) years from the date of recording of final plat. Any such defect appearing shall be corrected by the Developer.

7. The Developer hereby releases and agrees to hold harmless, indemnify, protect and defend the City, its members, officers, employees and agents from any and all claims, damages, actions or causes of action relating to the planning, design and construction of the onsite facilities, except with regards to any negligent acts or willful or wanton conduct undertaken by City, its members, officers, employees and agents.

8. This Agreement may not be amended except by a writing executed by the Developer and by the City. All documents necessary for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the facilities as and when approved and filed with the City and or County are a part of this Agreement and incorporated herein by reference.

9. This Agreement shall be governed by the laws of the State of Florida.

10. This Agreement will run with the land and will be binding on the successors, heirs, assigns and grantees of Developer.

EXECUTED by the Developer or its representative this 15 day of April 2022.

Carol Beckwith
Witness

Lennor Homa
Developer

Andrea J-
Witness

[Signature]
By
Manager
Title

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledge before me as this 15th day of April, 2022,
by Todd McCrory, who is personally known to me or who
produced _____ as identification.

EXECUTED by the City of Milton or its representative this _____ day of _____, _____.

CITY OF MILTON, FLORIDA

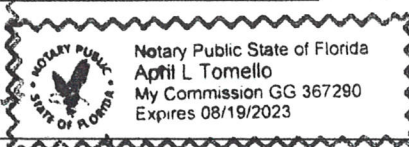
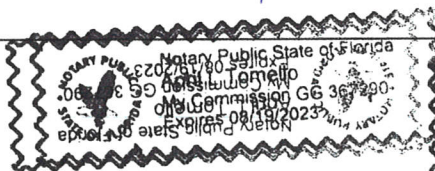
Witness

By

Title

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 15th day of April, 2022, by
Todd McCrory, who is personally known to me or who produced
_____ as identification.



April Tomello

NOTARY PUBLIC



Agenda Item # 2022-289

Developers Agreement for Buckshot Subdivision

MEETING DATE

April 21, 2022

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

Buckshot Subdivision has requested a Developers Agreement for houses west of S. Airport Rd.

SUMMARY

Buckshot subdivision of Developers Agreement

RECOMMENDATION

Staff recommends approval of the developers agreement for Buckshot subdivision

ATTACHMENTS

None



Agenda Item # 2022-291

Highway 90 Re-surfacing Project

MEETING DATE

April 21, 2022

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

Sidewalks and re-surfacing of Highway 90 will take place at night. The city has gas valve boxes, water valve boxes and sewer manholes that will need to be moved and adjusted with the re-surfacing. DOT has agreed to make those adjustments at the cost of \$18,480.00.

SUMMARY

Sidewalks and re-surfacing of Highway 90 will take place at night. The city has gas valve boxes, water valve boxes and sewer manholes that will need to be moved and adjusted with the re-surfacing. DOT has agreed to make those adjustments at the cost of \$18,480.00.

RECOMMENDATION

Staff recommends approving the cost for DOT to make adjustments.

ATTACHMENTS

1. Contractor Agreement with DOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (LUMP SUM)

Financial Project ID: 445591-1-52-02	Federal Project ID: N/A
State Road No.: 10	County/Section No.: Santa Rosa
State Job No.:	District Document No.:

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Milton, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (Lump Sum), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name)** _____ **(Title)** _____ be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the UAO on the ____ day of _____, year of _____.

NAME: _____

Title: _____

ATTEST: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 445591-1-52-02	Federal Project ID: N/A
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Santa Rosa	State Road No.: 10
District Document No:	
Utility Agency/Owner (UAO): CITY OF MILTON	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT," and **CITY OF MILTON**, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR 10 (US 90) from West of SR 281 (Avalon Blvd.) to East of SR 87 (Stewart St.), State Road No. 10, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

- a. The **UAO** will, at least ninety (90) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$ 18,480.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

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refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Mr. James Brake
Utilities Department Head for the City of Milton
P.O. Box 909
Milton, FL 32572

If to the **FDOT**:

Mr. John MacDonald, P.E.
Area Utility Manager for the Florida Department of Transportation / ATKINS
2065 Airport Blvd., Suite 400
Pensacola, FL 32504

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

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UTILITIES
07/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: CITY OF MILTON

BY: (Signature)

DATE: _____

(Typed Name: Randy Jorgenson)

(Typed Title: City Manager)

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: _____

FDOT Legal review

BY: (Signature)

DATE: _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature)

DATE: _____

(Typed Name: Tim Smith, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID:	445591-1-52-02	Federal Project ID:	N/A
State Road Number:	10	County:	Santa Rosa
FDOT Plans Dated:	4-11-2022	District Document No.:	

UTILITY AGENCY/OWNER (UAO)

Utility Company:	City of Milton	Job No. or Work Order No.:	
UAO Project Rep:	Randy Jorgenson	Phone:	850-983-5440 E-mail: rjorgenson@miltonfl.org
UAO Field Rep:	James Brake	Phone:	850-336-0319 E-mail: jbrake@miltonfl.org

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) (Must use "or" or "I.e. 10% or .10")	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	\$18,480.00		\$18,480.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction			0
Miscellaneous Expenses			0
Total Cost Estimate =>			\$18,480.00

SECTION B: DEDUCTIONS

Item	Item Value (\$)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$18,480.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$18,480.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. _____	Date ____ / ____ / ____
Name <u>Randy Jorgenson</u>	
Title <u>City Manager</u>	

Exhibit A

6 manholes x \$1,650.00 per manhole = \$9,900.00

12 valve boxes x \$715.00 per valve box = \$8,580.00

Grand Total = \$18,480.00



Agenda Item # 2022-294

Street Repaving Schedule

MEETING DATE

April 21, 2022

PREPARED BY

Christie Haarmann, Public
Works Admin

BACKGROUND

Informational on street repaving schedule

SUMMARY

Informational on street repaving schedule

RECOMMENDATION

Informational on street repaving schedule

ATTACHMENTS

1. Street Repaving Schedule

Row Labels	Patches per 500 ft	
2021	95	
EASY ST	50	
HAPPY LN	10	
MOCKINGBIRD LN	10	
SHADY LN	25	
WESTWOOD DR		
PARK AVE -W of Dogwood		
SANTA ROSA ST - N of Hwy 90 to Canal		
2022	140	
ANOLA DR	20	
BERRYHILL MEDICAL PARK DR	20	
CADIZ ST	5	
		Purchase Order has already
CAMELLIA ST	10	been issued.
COLLEGE DR	15	
DOCTORS PARK RD	10	
ESCAMBIA ST	20	
HURST ST	10	
SUNNYSIDE DR	5	
SUNRAY ST	25	
2023	55	
AMOS ST	5	
ANN ST	3	
BARNES ST	8	
BIRCH ST	5	
COMBS ST	3	
CREARY ST	5	
DR MARTIN LUTHER KING JR DR	10	
EKM ST	6	
HAMILTON AVE		
HINOTE ST	10	
HOODLESS CT		
2024	110	
JAMES ST	50	
JASMINE ST		
MANGROVE ST	3	
MAPLE ST	10	
MOORE ST	4	
NEWTON ST	12	
OKALOOSA ST	18	
ROBIN AVE	8	
WASHINGTON ST	5	
Grand Total	400	

Performance Contracting Program Supporting Documentation



March 30, 2022

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Arial View Photos for Solar PV	5
Photos of Potential Projects	9
Photos of CO2 Readings (Over-Ventilating)	18
Eglin Air Force Base Video Link	22

Performance Contracting

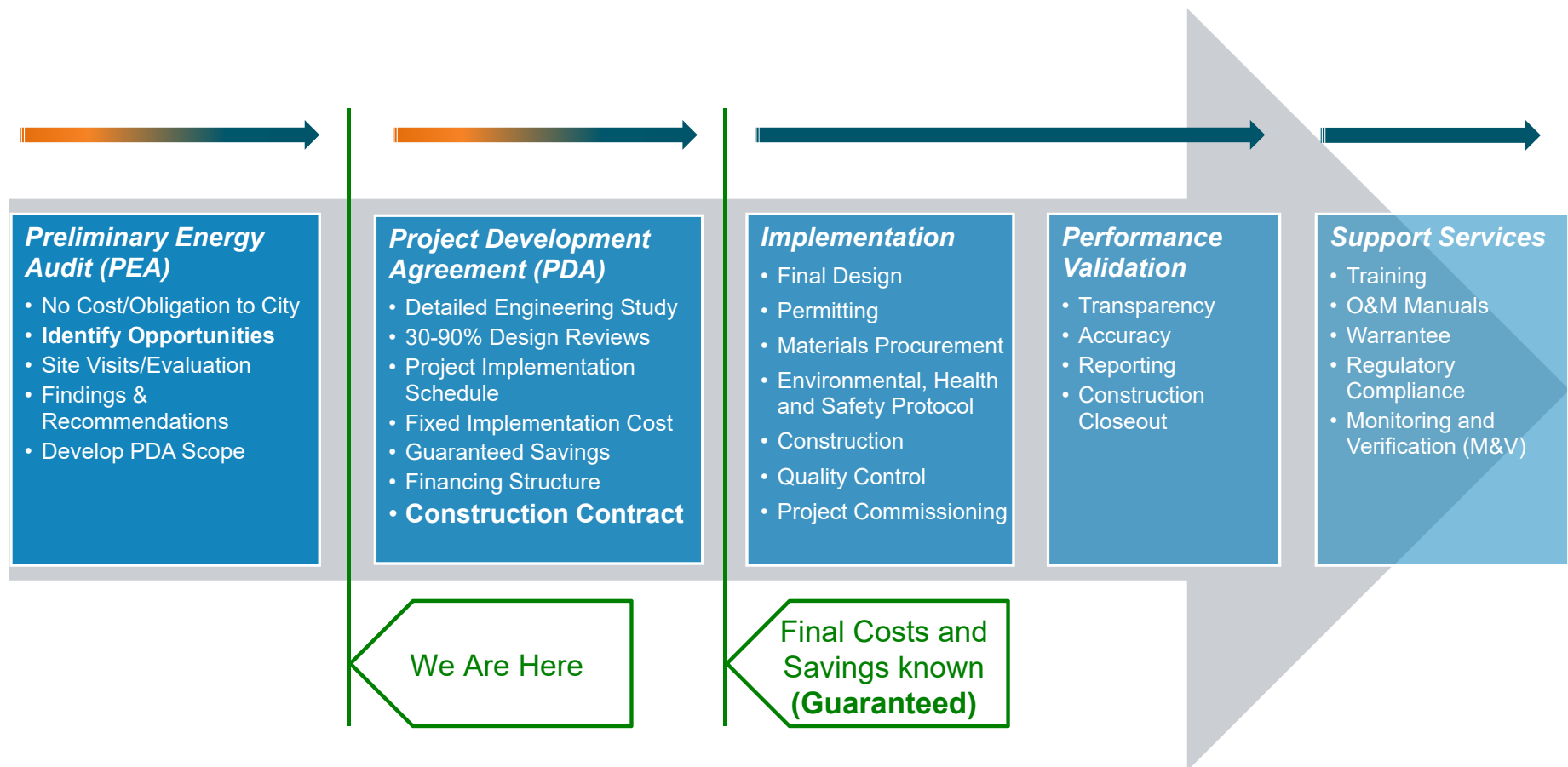


March 30, 2022



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ESG's Performance Contracting Process



City of Milton Preliminary Scope for Project Development Agreement (PDA)

Solar Photovoltaic (PV):

- a) Community Center flat roof area including a new roof for that area (existing roof is almost 20 years old and the new solar PV will have about a 30 year life)
- b) West side of fire station roof
- c) Warehouse roof
- d) Option for ground mount system at the community center between the ballfield and tennis courts
- e) Option for Police station roof
- f) Option for solar PV carports at the Community Center and City Hall

Interior lighting retrofits (conversion to LED):

- a) Community center excluding gym
- b) Fire station
- c) WWTP lab building

Sport lighting LED conversions:

- a) Ballfields (the ballfield with wooden poles will need to have poles replaced. The other ballfields with cement poles should not need new poles)
- b) Tennis courts (the existing cement poles should not need to be replaced)

HVAC (Heating, Ventilating and Air Conditioning) and Controls:

- a) Replace the Desert Aire system at the community center (serves gym)
- b) Recommissioning of HVAC and control systems
- c) Consider occupancy sensors to control both HVAC and lighting systems
- d) Evaluate the use of bipolar ionization for HVAC systems
- e) Consider CO₂ (carbon dioxide) based controls (spot readings showed most areas were over-ventilating)

Clyde L. Gracey Community Center



Milton Fire Department



Milton City Hall and Police Department



City of Milton Warehouse











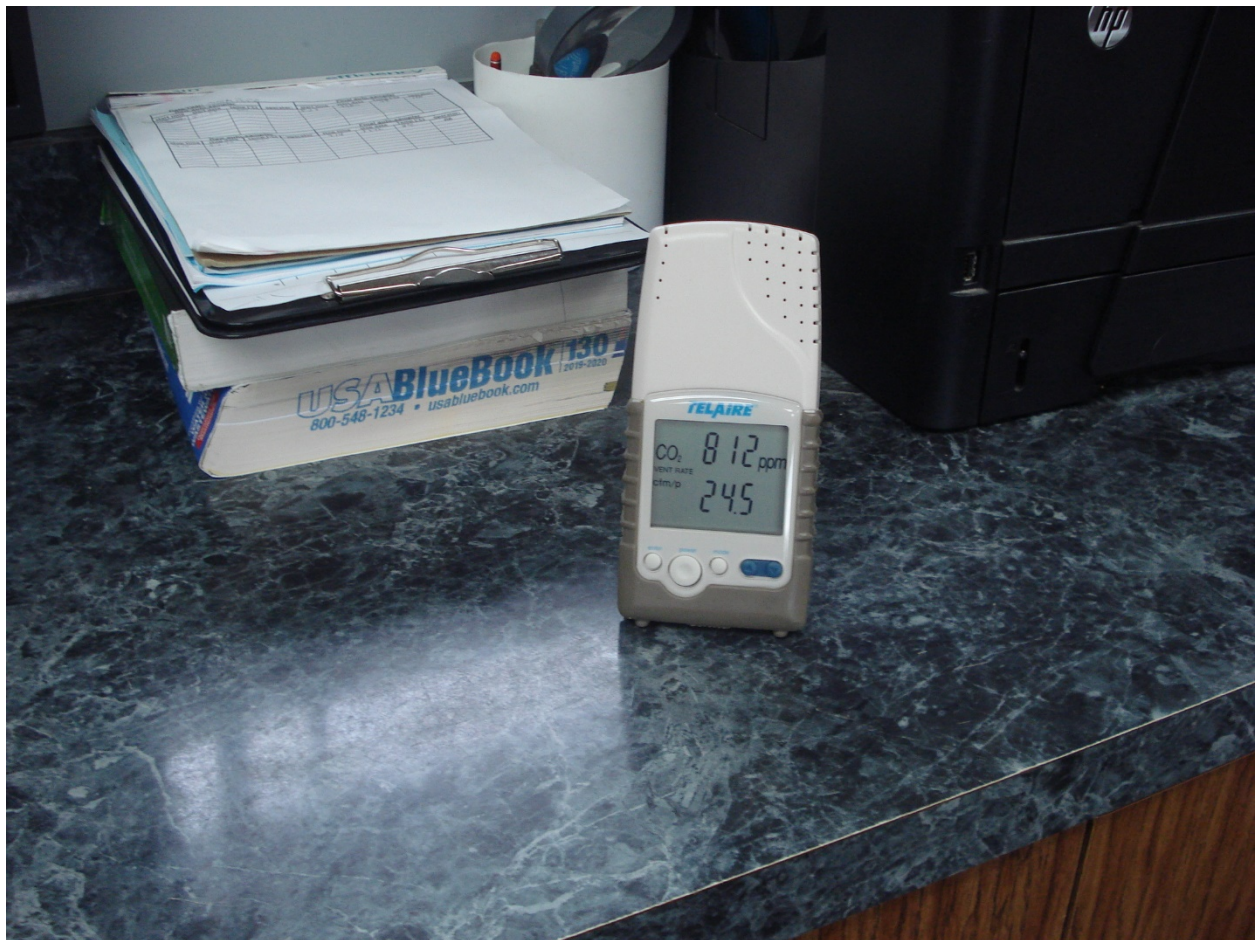


















Eglin Air Force Base Florida

Energy Savings Performance Contract (ESPC)

Project Video:

<https://youtu.be/m3E4HdW8RdA>

Eglin Air Force Base Projects

Eglin Air Force Base, Florida



Savings Information

Total Energy and Operational Savings over \$165 million

Project Size

\$83 Million (Multiple Projects)

Awards

- 2008 DOE Federal Energy and Water Management Award
- 2015 DOE Federal Energy Management Program - Energy and Water Conservation Award
- 2016 DoD Annual Secretary of Defense Environmental Award
- 2017 DoD Annual Secretary of Defense Environmental Award
- 2019 DOE Federal Energy Management Program - Energy and Water Management Award

UESC Contract

Through multiple UESC contracts implemented between 2006 and 2016, ESG provided Eglin Air Force Base award winning projects that significantly reduced energy and operational costs. The most significant project scope items included an energy management system (EMS) upgrade allowing access to real-time data, and a chilled water plant replacement and VAV conversion among several other measures.

Key Installed Technologies

- Installed two 450-ton variable speed drive centrifugal chillers; installed two 100-BHP steam boilers.
- Installed and integrated DDC controls.
- Retrofitted tens of thousands of lighting fixtures.
- Installed a new 20-ton split system heat pump with new mechanical room ductwork, electric duct heaters, and network-ready DDC controls system.
- Installed three new gas-fired hot water boilers, gas piping, stacks, vents, hot water piping, and other related components.
- Converted an existing 1,200-ton chilled water distribution system from constant-flow system to variable-flow.
- Installed an Energy Management System (EMS) system capable of displaying real-time and archived energy as well as operational data for each building; installed a closed, physically isolated network for communication with HVAC controls and utility metering systems at 144 locations utilizing fiber-optic, wireless, and hard-wire infrastructure.

ESPC Contract

ESG implemented improvements that touched dozens of facilities and covered millions of square feet. Some of the key project elements included a 2.7 MW distributed generation installation, an 800 kW combined heat and power system, energy management control system improvements, transformer work, and more than 3 MW of solar PV arrays to increase the Base's renewable energy portfolio.

Key Installed Technologies

- Energy Assurance – 2.7 MW natural-gas fired engines for normal and microgrid backup power.
- Renewable Energy – More than 3 MW of solar PV installed.
- Combined Heat and Power (CHP) – 800 kW CHP system installed.
- EMCS Improvements – Provided building controls optimization via implementation of revised schedules and setbacks on existing EMCS.
- Lighting Upgrades – Extensive LED lighting improvements at 131 buildings.
- Other – Piping insulation improvements, transformer replacements, continuous commissioning.





Agenda Item # 2022-296

Government Vehicle Auction

MEETING DATE

April 21, 2022

PREPARED BY

BACKGROUND

The City has 5 old vehicles that need to be sold on the auction site govdeals.com. 1985 Chevrolet Pickup, 1989 Ford F-150, 1979 GMC Dump Truck, and 2- 1998 Ford Rangers.

SUMMARY

The City has 5 old vehicles that need to be sold on the auction site govdeals.com

RECOMMENDATION

Staff recommends approval of selling the old vehicles

ATTACHMENTS

1. Auction Vehicles



Vehicle 63-85 Last 4 of VIN 8620 Ending Mileage 72496 1985 Chevrolet C10 Pickup



Vehicle 89-91 Last 4 VIN 5320 Ending Mileage 64305 1989 Ford F-150 Pickup



Vehicle 66-79 Last 4 VIN 8430 Mileage 26320 1979 GMC 6000 Dump Truck



Vehicle 35-98 Last 4 VIN 9811 Mileage 223892 1998 Ford Ranger Pickup



Vehicle 34-04 Last 4 VIN 0128 Mileage 202910 1998 Ford Ranger Pickup