EXECUTIVE COMMITTEE MEETING
Regular Meeting Agenda

May 2, 2022
5:30 PM
6738 Dixon Street
Milton, FL 32570

1. Open Meeting

2. Invocation

Pastor Doug Holmes
Christian Life Baptist Church, Milton

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

Daisy Eddins of Milton High School
To present a Certificate of Appreciation to Councilman Jeff Snow

6. Public Hearings/Meetings

7. Invited Speakers

8. Persons to Appear

9. Agenda Items

Staff Items

Administration
Councilwoman Shari Sebastiao

Item # 2022-286
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

Item # 2022-292
RFP Waterfront Property

Finance
Councilman Casey Powell

Historic Preservation Board
Councilwoman Roxanne Meiss

LEAP
Councilman Vernon Compton

Parks & Recreation
Councilman Jeff Snow

Pensacola Perdido Bay Estuary Program
Councilwoman Shannon Rice

Public Safety
Mayor Heather Lindsay

Item # 2022-285
Caroline Street Traffic Data

Public Works
Councilman Robert Leek

Item # 2022-288
Developers Agreement for Horizon Edge

Item # 2022-289
Developers Agreement for Buckshot Subdivision

Item # 2022-291
Highway 90 Re-surfacing Project

Item # 2022-296
Government Vehicle Auction

Item # 2022-311
Employee Travel Request ICO David Archer

Stormwater
Councilman Matt Jarrett

Tourist Development Council
Councilman Jeff Snow

Transportation Planning Organization
Councilman Vernon Compton

West Florida Regional Planning Council
Councilman Vernon Compton

10. Council Reports

11. Mayor Report: Heather Lindsay

12. City Attorney's Report

13. City Clerk's Report

14. City Manager's Report

15. Public Input

16. Adjourn/Recess

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

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

Daisy Eddins of Milton High School
To present a Certificate of Appreciation to Councilman Jeff Snow

MEETING DATE	PREPARED BY
May 2, 2022	Clerk's Office Dawn Molinero, City Clerk

Agenda Item # 2022-286

Special Event Permit Application - Riverfest 2022

MEETING DATE	PREPARED BY
May 2, 2022	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 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

The City is requesting additional funding from Santa Rosa County for this event. The County meets on Thursday, April 28. Staff will report the results at the Executive Committee Meeting.

The Committee of the Whole forwarded the item to Executive for further discussion and consideration.

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: Donna Tucker

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

Email: ceo@sracchamber.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) (Fireworks)	$20,000.00
☐ Use of City Property (please specify location and duration) (cost varies)	$
☐ City Bathroom at Jernigan's Landing ($250) ***(Non-Profit Only)***	$
☐ City Bathroom at Alternate Location ($350) ***(Non-Profit Only)***	$
☐ City Stage ($350) ***(Non-Profit Only)***	$
☐ City Movie Projection Equipment & Inflatable Screen ($250) ***(Non-Profit Only)***	$
☑ Utilization of City Insurance (must be approved by City Council in advance)	$
☑ Street Barricades/Cones ($100/$10)	$ 1,000.00
☐ Electronic Street Informational Sign ($250 per unit)	$
☐ City Tent ($500) ***(Non-Profit Only)***	$
☐ Live Music Licensing ($200) */** ***(Non-Profit Only)***	$
☐ Movie Licensing (at Cost) */** ***(Non-Profit Only)***	$
☐ Parade Package ($1000) ***(Non-Profit Only)***	$
☐ 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)	$ 900.00
☐ Fire/EMS ($30/hour, min. 2 hours)	$
☐ Police ($30/hour, min. 4 hours)	$
☑ Public Works Crew ($25/hour, min. 2 hours)	$ 200.00
☐ 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 Business & 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 our Independence

Santa Rosa County
Chamber & Tourist Information Center

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 Production

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.

REVENUE	PRIOR YEAR	CURRENT YEAR	UPCOMING YEAR
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 Dodg	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 & Heali	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.

EXPENSES	PRIOR YEAR	CURRENT YEAR	UPCOMING YEAR
1. City of Milton			
2.			
3.			
4.			
5.	See Attached (2021)		
6.			
7.			
8.			
9.			
10.			
TOTAL EXPENSES			

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

PARTICIPANTS

	PRIOR YEAR	CURRENT YEAR	UPCOMING YEAR
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@srcchamber.com

Event POC: Donna 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.srcchamber.com

Event Location: N. Willing / 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: ALL AVAILABLE

Requested Items:		**QTY**			**QTY**
☒	Portable Restroom *(at Jernigan's landing)*	$250	☐	Portable Restroom *(at alternate location)*	$350
☐	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 3rd 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.

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 mut 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)
- [x] 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:

- [x] 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. [x] YES [ ] NO

Will this event require Road Closures? ---------- [x] YES [ ] NO

Stewart Street requires a separate FDOT application. A scheduled meeting with the Planning Department is required for a State Road Clousure. 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? [x] 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	PREPARED BY
May 2, 2022	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.

SUMMARY

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

RECOMMENDATION

Staff recommends review of the General Employees Pension Board application. The C.O.W. voted unanimously to send the application to the Executive Committee for review; Teresa Walsh will be present for interview.

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 comer 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

Date: 3.25.22

Name Teresa Walsh **Phone (hm)** 850 607-5007

E-mail address TeresaWalsh2@gmail **Phone (~~wk/cell~~)** _____

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 TRANSPORATION APPROVED TEMPORARY TRAFFIC CONTROL

- 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

Agenda Item # 2022-292

RFP Waterfront Property

MEETING DATE	PREPARED BY
May 2, 2022	Ed Spears, Director of Economic Development

BACKGROUND

On April 12, 2022, the City Council voted to end negotiations with the group selected under RFP #2021.01. Council requested staff develop a new RFP for review and discussion.

SUMMARY

A draft RFP is attached. The primary changes include Section 9 - Benchmark Requirements, which establish a strict timeline for accomplishing the new development, Section 10 - Performance Bond, which establishes a required $100,000 performance bond to ensure the project meets the timeline and a new RFP Timeline. All other aspects remain unchanged.

RECOMMENDATION

Approve the RFP for release to the public according to the timeline contained therein.

ATTACHMENTS

1. RFP - City Downtown Waterfront Properties DRAFT 5-10-22

City of Milton

P.O. Box 909, MILTON, FL 32572
Phone: (850) 983-5438 Fax: (850) 983-5415

Milton Downtown Waterfront Marina, Residential & Mixed-Use Development Opportunity

Executive Summary:

The City of Milton, FL (City) (pop. 10,690) is seeking proposals from experienced individuals or firms interested in developing a marina, residential, restaurant/entertainment, and mixed-use development project on seven (7) city-owned waterfront properties totaling 7.9 +/- acres along the Blackwater River. Qualified respondents must demonstrate the ability to design, finance, and construct projects in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

Community Overview:

Milton is located in Santa Rosa County, an urban, suburban, and rural county in the far western portion of the Florida Panhandle. The City of Milton is among the oldest cities in Florida, incorporated in 1844 under the Florida Territorial Acts of 1844. This makes Milton older than Florida, which was granted statehood in 1845. Milton is the county seat for Santa Rosa County, which is a part of the two-county Pensacola Standard Metropolitan Statistical Area. The City of Milton and the nearby areas of Pace, Navarre, and Gulf Breeze can be considered suburbs of the City of Pensacola because they are located within easy driving distance of the Pensacola urbanized area, a population center containing over 480,000 persons. Milton is a vital, progressive city able to maintain the fine balance between small town charm and modern urban life. The area includes a variety of key industries, top-rated school systems, low cost of living, low taxes, and a wide variety of recreational activities. While there is growth, historic preservation remains important, as exhibited in the city's nationally registered Downtown Historic District.

Santa Rosa County contains three incorporated municipalities of which Milton is the largest. The City's population has grown 19.5% from 2010 to 2019, eclipsing 10,000 for the first time in history. Santa Rosa County (population 188,000) is one of the fastest growing counties in Northwest Florida and the nation. Growth in the county, over 24% from 2010-2020, has traditionally focused in the southern portion of the county. That expansion has now expanded to the central and northern portions of the County. Santa Rosa County has a total land area of approximately 647,430 acres, possesses a multitude of natural resources, and has one of the lowest costs of living in the State of Florida. These factors combined, make Santa Rosa County one of the most desirable locations in the nation for a family to make a home and for industry to locate their activities. The beautiful Gulf Coast waters and beaches, the pure water rivers, and expansive bays make the area ideal for boating, camping, canoeing, fishing, and all other water sports. These attributes combined with Santa Rosa County's fine climate, which allows at least nine months a year for outside activities, are magnets that attract many families and new business to Santa Rosa County.

Running through the historic downtown, the Blackwater River, classified as one of the last "pristine" sand-bottom rivers in Florida, is the heart of the City. The river winds approximately 2.1 miles through the City limits. Including the City's public park on the east bank of the river, there are over 2.75 miles of riverbank within the City limits. The City serves as a launching site for outdoor adventures in all directions. In addition

to the river, to the north, the Blackwater State Forest and Park offers a natural oasis with camping, fishing, equestrian and other outdoor activities. To the east and west lay Blackwater and Escambia Bays, both leading to the Santa Rosa Sound and the sugar-white sands of Navarre and Pensacola Beach to the south. The EASI Quality of Life Index for Milton is 136 (US Average 100). The EASI Best Weather Index is 184 (US Average 100). Milton ranked the 36th safest city in Florida.

Vital to the future of the City of Milton is Naval Air Station Whiting Field, located approximately 5 miles to the north of the City. NAS Whiting Field produces approximately 1,200 new Navy, Marine, Air Force and Coast Guard Aviators annually. Approximately 11% of all United States Department of Defense (all branches) flight hours annually are flown at NAS Whiting Field. This makes NAS Whiting Field the busiest airfield in the United States. This cadre of flight students represents a large target population for this project and the City of Milton. They represent a young, educated, employed, high-income demographic all communities desire. Attraction of this specific cadre of individuals to live, work and play at this project site, should be given specific consideration.

Market analysis provided by NEXTSite, shows the highest market demands are General Merchandise ($110M), Grocery ($99M), Full and Limited-Service Restaurants ($89M), and Health Care ($57M). The 3 mile-radius population is 27,063 with an average household income of $63,374. The regional trade area has a population of 56,427, with 20,642 households. The average age is 40.22 with a median income of $58,126 and average income of $67,373. Additional detailed market research from NEXTSite is available upon request.

Recently, the City completed the Carpenters Park Splash Pad, located 2 blocks north of the marina property identified in this RFP. Jernigan's Landing Festival and Event Area, located 0.5 miles south of the project sites, was completed in 2019, providing a community gathering space for festivals, concerts, and other events. A new disc golf and BMX track have recently been completed. Currently, the City is about to embark on a $44M new Wastewater Treatment Plant construction, doubling the current system capacity. A new $8M grocer and outparcel development project is in the final stages of construction and has been completely leased out. A new county courthouse will open this summer which will open additional redevelopment opportunities downtown. Over the next 2-3 years, an additional 200 new housing units, that are in various stages of the approval process, will be built. Further out, a new amphitheater is being planned. The City of Milton is poised for a renaissance. The project(s) envisioned in this RFP are seen as a catalyst to spur the growth envisioned and seize upon the momentum started by the recent projects.

The Project:

The City has been assembling riverfront property for redevelopment on the west bank of the Blackwater River. The objective of this RFP is to revitalize the former marina, provide for residential development and stimulate investment in underutilized land to create a mixed-use destination. The city-owned property available for development is approximately 7.9 +/- acres along Broad Street, at the northern edge of the City Limits. It is anticipated, based on market demand, that the preferred mixed-use project on the lands available in this RFP will consist of residential (1-, 2-, 3-bedroom upper floor apartments) with potential for restaurant/entertainment, marina, retail and commercial uses and associated parking on the ground floor. All proposals should enhance the quality of life for Milton area residents and visitors. A successful project will add vibrancy and enhance the public access to the waterfront. Proposed projects should be respectful and compatible with the surrounding area, but clearly signal a new direction for the Milton Waterfront. Development proposals may address any parcel or combination of parcels identified in this RFP.

The City intends to establish a 50 ft. easement along the water's edge to create a public park strip. This aspect should be anticipated and detailed in the proposal. If additional parcels are acquired and dedicated to the project, additional easements to allow expanded public access to the waterfront is highly encouraged and desired.

The marina aspect of this RFP is not mandatory. However, if any response does not contain a marina element, the marina parcel will be reserved for a future RFP. Due to grant restrictions, the "North Marina" parcels must include a marina use, but additional uses may be allowed. The "South Marina" parcel may be utilized for any allowable use in conformance with the property's zoning or rezoning.

Standard municipal utilities are in place and easily accessible to the subject properties. This includes City water, sewer, and natural gas. Stormwater considerations are regulated by Santa Rosa County and should be discussed in the proposal. As these parcels are directly adjacent to a protected natural body of water, environmental considerations should be detailed in the proposal. Conservation of trees located on the properties should be detailed.

The winning proposal will be consistent with the City's vision for this area as articulated in the CRA and Riverfront Master Plans. Creative alternatives are welcome. Proposals that pair the City parcels with other, privately owned parcels to create a more expansive, dynamic project are encouraged and preferred.

Goals for the property:

- Return the parcels to maximum productive, tax generating use, including new City Utility customers
- Serve as a catalyst for further downtown and riverfront revitalization
- Develop new development opportunities
- Develop a connected, walkable, mixed-use environment with enhanced amenities and destinations
- Create an inclusive project that is reflective of the Milton Community
- Complies with the spirit and goals of the Downtown CRA Plan and the Riverfront Master Plan

Property (see attached maps for visual reference):

The Marina property currently supports the City's marina operation with 17 wet slips and a boat ramp. Due to grant restrictions, the North Marina Parcels must include marina services. A previous marina building has been demolished and the property is vacant. The City of Milton employed Peter J. Smith and Company Inc. to design the Riverfront Master Plan dated August 2013. Expansion of the marina operations were a part of that plan. To that end, the City has borne the costs of engineering and permitting of the Marina projects' movement forward thus far. The City holds the submerged land lease and other permits beneficial to the property and project. Currently there are seventeen (17) wet slips on the property and an additional ten (10) have been permitted.

The Broad Street Property was acquired by the City in 2020 and derelict buildings have been demolished. The property is currently vacant. The Monroe Street parcel is also vacant.

The properties identified in this RFP and the surrounding properties are located within the City of Milton Brownfield Area. Prospective respondents should research the state of Florida incentives available to them under this status.

The North Marina Properties (eastern terminus of Quinn Street, north of Quinn Street) consists of three (3) parcels:

Parcel #1: 1.47 +/- acres https://www.srcpa.org/Map?parcel=03-1N-28-2530-00700-0177 Zoned C-3
Parcel #2: 0.26 +/- acres https://www.srcpa.org/Map?parcel=03-1N-28-2530-00700-017B Zoned R-3
Parcel #3: 0.3 +/- acres https://www.srcpa.org/Map?parcel=03-1N-28-2530-00700-017A Zoned R-3

The South Marina Property (eastern terminus of Quinn Street, south of Quinn Street) consists of one (1) parcel:

Parcel #4: 2.0 +/- acres https://www.srcpa.org/Map?parcel=03-1N-28-2530-00700-017C Zoned C-3

Broad Street Properties (5340-5360 Broad Street) consists of two (2) parcels:

Parcel #5: 1.22 +/- acres https://www.srcpa.org/Map?parcel=03-1N-28-2530-00700-0130 Zoned R-3
Parcel #6: 2.24 +/- acres https://www.srcpa.org/Map?parcel=03-1N-28-2530-00700-0010 Zoned R-3

Monroe Street Property (eastern terminus of Monroe Street) consists of one (1) parcel:

Parcel #7: 0.41 +/- acres https://www.srcpa.org/Map?parcel=03-1N-28-2530-01000-0080 Zoned RC-1

Zoning:

The information below is the baseline information for each zoning district. The full information on zoning can be found at this link:

https://library.municode.com/fl/milton/codes/code_of_ordinances?nodeId=PTIICOOR_PTIIIUNDECO_ART6ZODIRE

It should be noted that the City will consider requests for rezoning necessary to achieve the goals stated in this RFP.

R-3 Multi-Family Residential Zoning District: The R-3 Multi-Family Residential Zoning District is intended to provide for an environment of various dwelling types permitted at higher development densities, including single-family detached and attached, two-family, townhouse, condominium, and low to mid-rise multi-family dwellings. Neighborhood-commercial, live-work units, and light intensity commercial uses and services are encouraged. Furthermore, the District is intended to provide areas where a variety of housing types will exist with and among neighborhood commercial and institutional uses while at the same time creating a dominant architectural character and emphasizing pedestrian oriented activities and ease of access.

	R-3
Minimum Lot Area	SF: 6,000 sf 2F: 10,000 sf TH, CD: 3,000 sf of total project area/du MF (3—4 du): 10,000 sf MF (>4du): 10,000 sf + 1,500/du; Maximum Density = 15 Units/Acre
Minimum Lot Width	SF: 60' 2F: 80' TH: 16' CD: —- MF: 100'
Minimum Living Space	SF, 2F, TH, CD: 900 sf; (TH: 2—10 units required/bldg.) MF: 750 sf
Maximum Building Height	SF, 2F, TH, CD: 36' MF:36'*

Maximum Impervious Surface Area	SF: 40% 2F: 45% MF: 50%
Minimum Front Setback	Sightline, Minimum 20' if none exist; SF & 2F: 20' TH and CD: 25' with front yard off St. parking, 15' w/out; MF: 15'
Minimum Side Setback	TH: 16' between adjacent bldgs. CD: 12' between adjacent bldgs. SF, 2F, & MF: 10'
Minimum Rear Setback	SF, 2F: 15' TH, CD, & MF: 20'
Minimum Open Space	Refer to Subsection 12.4.

C-3 High Intensity Commercial Zoning District: The purpose of the C-3 High Intensity Commercial Zoning District is to accommodate regional commercial centers, wholesale distribution, storage, and light manufacturing. The C-3 District provides for large-scale development that may generate a sizeable amount of traffic and typically requires significant off-street parking. High density multi-family development is allowed and shall adhere to the standards required in the R-3 Zoning District.

	C-3
Minimum Lot Area	20,000 sf
Minimum Lot Width	100' along Arterials
Minimum Building Height	18'
Maximum Building Height	48'
Maximum Impervious Surface	70%
Minimum Front Setback	Maximum 60 feet; Refer to Parking, Landscaping and Access Management Standards*
Minimum Interior Side Setback	10', if adjacent to residential use, increase to 20'
Minimum Rear Setback	Refer to Parking, Landscaping and Access Management Standards
Open Space	Refer to Table 12.4.2

R-C1 Residential Commercial District: The RC-1 Residential Commercial District is intended to be a mixed-use district that will promulgate redevelopment of the downtown, historic, and riverfront areas of the City. The district provides for a more intensely developed midtown and downtown area with a planned mixture of residential, commercial, and office uses. Various ancillary uses and amenity features appropriate for midtown and downtown areas are encouraged. Traditional Neighborhood development with an interconnected network of circulation systems that facilitate walking, bicycling, and driving.

Standards for Residential Uses **Standards for Non-Residential Uses**

	R-C1		R-C1
Minimum Lot Area	SF: 6,000 sf 2F: 10,000 sf TH, CD: 3,000 sf of total project area/du MF (3—4 du): 10,000 sf MF (>4du): 10,000 sf + 1,500/du*	**Minimum Lot Area**	None
Minimum Lot Width	SF: 60' 2F: 80' TH: 16' CD: —- MF: 100'	**Minimum Lot Width**	None
Minimum Living Space	SF, 2F, TH, CD, MF: 1,200 sf; CD, MF: Max units/acre: 6	**Minimum Living Space**	900 sf
Maximum Building Height	SF, 2F, TH, CD: 36' MF: 48'**	**Maximum Building Height**	36’
Maximum Impervious Surface Area	SF: 50% 2F: 55% MF: 60%	**Maximum Impervious Surface Area**	75%
Minimum Front Setback	Sightline, Minimum 25' if none exist; SF & 2F: 25' TH & CD: 25' with front yard off St. parking, 15' w/out; MF: 15'	**Minimum Front Setback**	10’
Minimum Side Setback	TH: 16' between adjacent bldgs. CD: 12' between adjacent bldgs. SF, 2F: 10' MF: 10'	**Minimum Side Setback**	10'; if adjacent to a residential use - 15'

Minimum Rear Setback	SF, 2F: 15' TH, CD, & MF: 20'	**Minimum Rear Setback**	10'; if adjacent to a residential use - 15'
Minimum Open Space	Refer to Table 12.4.2	**Minimum Open Space**	Refer to Table 12.4.2

Flood Map Location

This site is currently located within FEMA Special Flood Hazard Areas, including Zone AE (100-year flood), Zone X (500-year flood), and the Regulatory Floodway. Exact locations of each flood area should be noted when preparing the submission and can be found at this link:

https://hazards.fema.gov/femaportal/prelimdownload/prelim/ProductsDownLoadServlet?pfiProdId=121540 .

RFP Submission Requirements:

All submissions must include detailed and comprehensive proposals. All submissions become public record upon submission. The City reserves the right to request additional information, or disqualify any proposal that does not adhere to the requirements outlined in this RFP. Submission of a proposal indicates acceptance of the terms and conditions of the RFP unless specifically noted in the submission. Proposals shall be submitted and organized by the sections indicated below, and any proposal should include responses to each section, regardless of the proposed use, location, or structure. The City reserves the right to waive any irregularity, partial or split the award or reject all proposals at the City's sole discretion.

1. **Table of Contents:**

The table of contents should outline the major areas of the submission in sequential order, including attachments. Each page should be numbered consecutively and should correspond to the Table of Contents.

2. **Executive Summary:**

Proposals should include an Executive Summary that identifies the business entity, its background, main office(s), and the office location that will service this project. The Executive Summary should identify the key individual(s) who will be directly involved with the work and their locations. The executive summary should also address the key financial elements of the proposal and development overview.

3. **Development Team and History:**

The Respondent should include an overview of the development team, operations team, firm principals, and supporting or strategic partners. Team members should include, but are not limited to, architects, engineers, general contractors, subcontractors, and/or management professionals who will oversee the operations of the development. This overview should also include relationships with parent companies, affiliate organizations, or other key service providers. Submissions should also include detailed information about the firm, the firm's history, and any key personnel critical to the team. Resumes should be provided for all project team members and identify their specific role on the team. The resumes should provide sufficient detail so the City can understand the team members' roles.

4. Project Concept

A successful proposal will include a concise narrative description of your understanding of the City's needs, the goals of this development, and how your proposed project(s) meet(s) those needs and goals.

Explain your firm's overall approach to accomplishing the project, such as:

- General description of the vision and proposed Project concept for the properties to incorporate the CRA and Riverfront Redevelopment Plans.
- A description of the various concepts and uses of the proposed project, including any community, civic, or other public uses or benefits provided by your project.
- A clear and distinct statement of understanding regarding the mandatory marina aspect on the North Marina Properties and whether a marina is part of the project's proposal.
- A description of any additional property that the Proposer will be utilizing or acquiring for this project, and the status of such arrangements (partnership with owners, acquisition by Proposer, etc.)
- A discussion of the required 50 ft. easement and any additional property set-aside to provide public access to the waterfront.
- Outline any economic or financial incentives, including any requested donation of any or all of the parcels, which the Respondent expects to apply for or request, and the extent to which the proposal is contingent upon such incentives.
- Any proposed rezoning necessary to achieve the stated goals in this RFP.
- Proposed schedule of development from planning and design through final Certificate of Occupancy, including any phasing, if necessary.
- Economic impact of the proposed development (including job creation, local spending, and city tax revenues, new utility customers).
- Environmental impact of the proposed development.
- Community engagement and community relations plan, including any commitment to hiring local contractors or sub-contractors, labor and utilizing local companies for design, engineering, materials, and supplies. "Local", for the purposes of this RFP is defined specifically as within the corporate limits of the City of Milton and generally, as Santa Rosa County.

5. Physical Details:

- Provide a description of all intended uses and proposed facilities, including a marina, if included in the proposal. Include applicable drawings that demonstrate plans to develop the site, depending upon the Respondent's intention.
- Total estimated square footage allocated by use broken down by types of uses.
- Included resiliency, "green," LEED, and/or sustainable development features.
- Provide conceptual design plans and a site plan.
- Proposed management and operations post-completion
- All proposals should include a parking plan to manage the parking requirements for the activities or uses proposed.

6. Financial Feasibility and Cash Flow Analysis:

Proposals should include a financial feasibility analysis of the project. Feasibility models should be presented in a clear manner that explains the proposed phasing, cash flows of project revenues, and any other financial returns expected over a ten-year period. Please also include this information in digital format such as an excel

spreadsheet, including formulas, along with an assumptions page.

7. **Financial Returns to the City:**

Proposals shall include an analysis of the return to the City in terms of purchase price or minimum guaranteed base ground rent plus percentage(s) of gross revenues (if any) and any other proposed revenue payments. The proposal should estimate the new taxes generated by the proposed development, in all forms, as well as the estimated number of new City utility customers (water, sewer, and natural gas).

Please include pricing per square foot of each proposed use type, including restaurant, marina, office space, retail space, residential space, and any other proposed uses.

Proposals may request either a fee simple sale of the property and/or long-term ground lease. Alternate proposals, if proposed, must include their own financial feasibility analysis.

Proposed Deal Structure and timeline – provide detail of each pre-development stage of the project from site control through purchase/lease start date. How much time required for each stage, estimated expenses for each stage, and level of financial commitment at each stage (i.e., hard earnest money) prior to closing.

8. **Past Performance:**

- Qualified proposals will include an overview, with as much detail as necessary, of your team's experience in similar projects. This performance history should include:

- Demonstrated, successful track record of developing and owning/operating mixed use, multi-phase projects of comparable size in terms of square footage and number of units, including development budgets for each example.

- Total number of comparable projects within the past ten years, detailing the type/nature of the project. Include principal client contact and financial structure. Developments within the Gulf Coast region are preferable.

- Provide an overview of the team's financial strength which will support the completion of the project. Include financial structures typically used by the team, including partners, financiers, and/or investors with whom you typically partner on these developments.

- Provide financial statements for your firm.

- Describe any litigation, administrative, or regulatory proceedings pending and/or within the past five years where the firm, any partner firm within the proposing team, or any principal on the team was a named party.

- Three reference letters for comparable size mixed- use development projects, from government entities if on public property, or lenders and/or major equity investors. Provide contact information for all references.

9. **Benchmark Requirements:**

- Time is of the essence. Each submission must submit a statement that they understand and will adhere to the required development benchmarks:

    1. If selected, the respondent will have a maximum of 60 calendar days from the date of selection to complete an Initial Term Sheet for presentation to City Council for approval. Failure to complete the term sheet within 60 days will terminate the opportunity and the City may begin negotiations with the second ranked party under these same requirements. The Initial Term Sheet period may be extended by 30 calendar days one (1) time only by City Council at their sole discretion.

    2. The selected respondent will have a maximum of 180 calendar days from the date of selection to complete the evolution of the term sheet into a Development Agreement or PUD for presentation to City Council for approval. Failure to complete the Development Agreement or PUD within 180 days will terminate the opportunity and the City may begin negotiations with the second ranked party under these same requirements. The Development Agreement or PUD period may be extended by 90 calendar days one (1) time only by City Council at their sole discretion.

    3. The selected respondent will have a maximum of 365 calendar days plus any approved extensions (maximum 500 calendar days) from the date of selection to commence construction of the proposed development on Parcels 5 & 6. Failure to commence construction within 365 calendar days plus any approved extensions will terminate the opportunity and result in a financial penalty of $100,000 to the selected respondent. The City may begin negotiations with the second ranked party under these same requirements.

10. Performance Bond:

A Performance Bond of $100,000 with a corporate surety approved by the City will be required for the faithful performance of this opportunity. Attorneys-in-fact who sign the Performance Bond must file a current certified copy of their power of attorney. The Performance Bond shall be provided within ten (10) calendar days from the date of selection by the City Council. The selected respondent shall thereupon record the Performance Bond at the Santa Rosa County Courthouse and return the recorded originals to the City within seven (7) calendar days. If the selected respondent fails to obtain or record the required Performance Bond within the allotted time, the City may consider the respondent in default and immediately terminate negotiations and begin negotiations with the second ranked firm.

Do not date the Performance Bond. The City will date it.

The Bond shall be called upon the failure to meet the timelines as specified in Section 9.3 above. Should the terms of Section 9.3 above be met, the Bond shall be terminated.

Number of Copies to Submit:

Proposers should submit Fifteen (15) copies of the proposal. In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the proposal on a USB drive in noneditable, PDF format.

The outside of the envelopes shall plainly identify: (1) the name of the RFP, (2) the RFP closing date and time, and (3) the name and address of the proposer. Proposals received after the designated time and date will not be opened. The City may reject any proposal not in compliance with all prescribed solicitation procedures and

requirements and other applicable law and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City

Equal Opportunity:

The City of Milton encourages and supports the utilization of disadvantaged, minority, and locally owned businesses and asks that the Proposing Teams make every reasonable effort to ensure that such businesses have the maximum opportunity to participate in the redevelopment process. "Local", for the purposes of this RFP is defined specifically as within the corporate limits of the City of Milton and generally, as Santa Rosa County

Proposing Teams shall comply with all Federal, State and local laws concerning non-discrimination and shall not permit any person or business to be excluded from participation in, denied the benefits of, or to be otherwise discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

RFP Evaluation Criteria

The City of Milton seeks qualified, experienced partners to develop the sites, and anticipates and encourages a team approach to achieve the City's development vision. The RFP process is intended to allow all interested and qualified development teams to participate and respond. Qualification packages should include and will be evaluated on the following items and requirements:

Experience and Qualifications – 25 points

- Experience developing mixed-use projects of comparable size in a downtown, waterfront setting
- Financial strength of the development team
- Active litigation, judgment liens and outstanding payments (negative points)

Financial Proposal – 15 points

- Defined source and percentage of debt and equity
- Financial feasibility and cash flow analysis

Economic Benefit – 15 points

- Acquisition price
- Financial return to the City (ROI), economic impact (e.g. job creation, tax revenues, utility customers)
- Additional development on adjacent parcels

Project Development and Design – 30 points

- Project's ability to serve as a catalyst for vibrant development
- Design (Mixed-use, residential density, Plan guidance, parking)
- Development timeline (e.g. construction commencement and delivery timing)
- Activation of the waterfront, connection to the water, including civic and community benefits.
- Quality of Design, Construction, Resiliency & Environmental Impact

Oral Presentations and Questions – 10 points
Local Utilization Commitment – 5 points

Proposal Documents:

This document and subsequent addendums, if any, can be downloaded from the City of Milton's website, https://www.miltonfl.org/Bids.aspx. The proposal documents may also be obtained through Florida Purchasing Group (BID NET); 1-800-835-4603: **https://www.bidnetdirect.com/florida/city-of-milton:** Vendor Registry Bids & Solicitations; 1-844-802-9202: **https://vrapp.vendorregistry.com** or through the link above.

Questions:

Proposer inquiries must be submitted in writing via email (preferred), or delivered to the individual and address specified on or before the time specified in the RFP Schedule. Inquiries must clearly identify the Proposer who is submitting the inquiry. To the extent the City determines, in its sole discretion, to respond to an inquiry, such response will be made in writing by addendum and posted to City of Milton website at https://www.miltonfl.org/Bids.aspx. Questions submitted after the Last Day and time for Questions as specified in the RFP Schedule will not be answered.

RFP Timeline:

The following dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Proposers.

RFP Released	Wednesday, May 11, 2022
Written Questions Due	Friday, June 10, 2022
Answers to Questions Distributed	Friday, June 24, 2022
Proposals Due	**Friday, August 12, 2022, 4 p.m. CST**
Oral Presentations	Thursday, August 23, 2022
Presentation to City Committee of the Whole	Thursday, August 25, 2022
Selection and Approval by City Council	Tuesday, September 13, 2022
Negotiations	60 Days Maximum
Initial Term Sheet to City Council	November 2022

RFP Point of Contact:

The following person has been designated the Point of Contact for this RFP:

Edward E. Spears, Economic Development Director
City of Milton
6738 Dixon Street
Milton, Florida 32570

Telephone: (850) 983-5400 ext. 1233
Email: espears@miltonfl.org

Respondents to this RFP, or persons acting on their behalf, may not contact City Council, any employee, officer or elected official of the City of Milton concerning any aspect of this RFP, except in writing to the authorized

City Point of Contact identified above, between the release of the RFP and the recommendation to Council. Violation of this provision may be grounds for rejecting a response.

See below map for the 7 parcels as labeled.

Marina Parcels

Broad Street Parcels

Monroe Street Property

Agenda Item # 2022-285

Caroline Street Traffic Data

MEETING DATE	PREPARED BY
May 2, 2022	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 4/21/2022. Data will be provided at Exe. Comm. on 5/02/2022. Automated speed sign information will also be provided.

RECOMMENDATION

Council direction.

ATTACHMENTS

1. 20220418_123429
2. Speed Spy Data

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

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

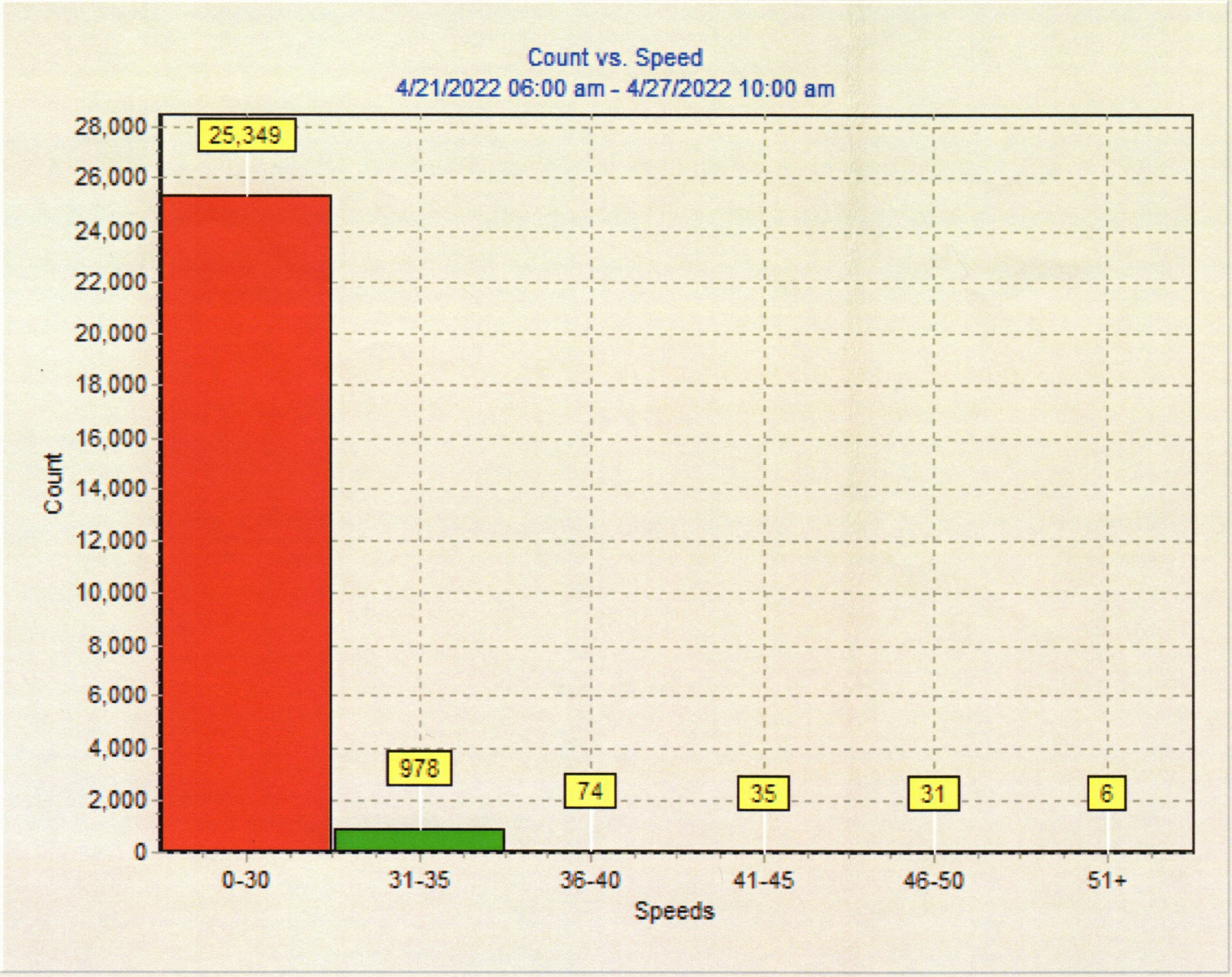
Totals

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

Date: 4/27/2022 10:30:41 am
Start Date: 4/21/2022 06:00 am
End Date: 4/27/2022 10:00 am
Time Interval: 60 minutes
Speed Interval: 5 mph
Posted Speed Limit: 25 mph
Average Speed: 23 mph
Highest Speed: 55 mph
50th Percentile: 24 mph
85th Percentile: 28 mph
Number Above Speed Limit: 9379
Total Number of Vehicles: 26473

Comments:

Westbound Highway 90 @ Escambia



Agenda Item # 2022-288

Developers Agreement for Horizon Edge

MEETING DATE	PREPARED BY
May 2, 2022	Christie Haarmann, Public Works Admin

BACKGROUND

Horizon Edge has requested a deveoplers 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

The Committee 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

Lennar Homes
Developer

Andrea J
Witness

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.

Notary Public State of Florida
April L Tomello
My Commission GG 367290
Expires 08/19/2023

April Tomello
NOTARY PUBLIC

Agenda Item # 2022-289

Developers Agreement for Buckshot Subdivision

MEETING DATE	PREPARED BY
May 2, 2022	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

The Committee recommends approval of the developers' agreement for Buckshot subdivision

ATTACHMENTS

1. Buckshot Sub SIgned

Buckshot

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 GARDEN STREET COMMUNITIES SOUTHEAST, 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 sewer related 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:

- Within five (5) days of the approval of this Developer Agreement by the City of Milton, Developer shall make payment for sewer taps for approximately thirty-four percent (34%) of the 139 Lots anticipated for preliminary plat approval (47 Lots) 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 one hundred and thirty-nine (139) sewer taps upon receipt of the Initial Payment and capacity for 47 Lots shall be released for use beginning January 1, 2023.

- Payment for sewer taps for an additional thirty-three percent (33%) of the Lots approved upon the preliminary plat (46 Lots) shall be made within one (1) year of the date of the Initial Payment (the "Second Payment"). The City agrees that upon receipt of the Second Payment capacity for an additional 46 Lots shall be released for use beginning January 1, 2024.

- In any event, payment for the remaining Lots (as designated on the approved Preliminary Plat) shall be made within one (1) year of the date of the Second Payment (the "Final Payment"). The City agrees that upon receipt of the Final Payment additional capacity to service the remaining Lots shall be released for use beginning January 1, 2025.

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 20th day of APRIL 2022.

Witness

Garden Street Communities Southeast, LLC

Developer

Witness

By William Bryan Adams

MANAGER

Title

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledge before me as this 20th day of APRIL, 2022, by William Bryan Adams, MANAGER, who is personally known to me or who produced _____ as identification.

SHELLEY A. SEPULVEDA
MY COMMISSION # GG 202074
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

NOTARY PUBLLIC

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 _____ day of _____, _____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

ATTACHMENT "A"

LEGAL DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF LOT 8, BLOCK "A" HIDDEN PINES ESTATES AS RECORDED IN PLAT BOOK "D" AT PAGE 62, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP-1-NORTH, RANGE-28-WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 24 MINUTES 33 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 1451.43 FEET TO THE NORTHEAST CORNER OF AFORESAID SOUTHEAST QUARTER OF SECTION 1; THENCE GO SOUTH 02 DEGREES 44 MINUTES 06 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 1314.73 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 1; THENCE GO SOUTH 87 DEGREES 24 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 1405.22 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK "D" OF THE AFOEMENTIONED HIDDEN PINES ESTATES; THENCE GO NORTH 02 DEGREES 38 MINUTES 55 SECONDS EAST, ALONG THE WEST LINE OF SAID HIDDEN PINES ESTATES, A DISTANCE OF 679.34 FEET TO THE NORTHWEST CORNER OF LOT 12, BLOCK "C" OF SAID HIDDEN PINES ESTATES; THENCE GO SOUTH 86 DEGREES 57 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 12, BLOCK "C", A DISTANCE OF 48.63 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK "B" OF SAID HIDDEN PINES ESTATES; THENCE GO NORTH 02 DEGREES 36 MINUTES 37 SECONDS EAST, ALONG THE WEST LINE OF SAID HIDDEN PINES ESTATES, A DISTANCE OF 635.73 FEET TO THE POINT OF BEGINNING.
THE ABOVE PARCEL OF LAND LYING IN SECTION 01, TOWNSHIP-1-NORTH, RANGE-28-WEST, SANTA ROSA COUNTY, FLORIDA, CONTAINS 43.09 ACRES MORE OR LESS.

Agenda Item # 2022-291

Highway 90 Re-surfacing Project

MEETING DATE	PREPARED BY
May 2, 2022	Christie Haarmann, Public Works Admin

BACKGROUND

Sidwalks 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

Sidwalks 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

The Committee 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

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

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(LUMP SUM)

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.

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:

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

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."

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: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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 ($)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead ($)
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 Randy Jorgenson

Title City Manager

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 # 2022-296

Government Vehicle Auction

MEETING DATE	PREPARED BY
May 2, 2022	

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

The Committee 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

Employee Travel Request ICO David Archer

MEETING DATE	PREPARED BY
May 2, 2022	Administration Department Christie Haarmann, Public Works Admin

2022 FISCAL YEAR TRAINING NEEDS

LEAD MECHANIC – David Archer

Class in Ocala, Florida

Emergency Vehicle Technical Support

Law Enforcement Vehicle

May 18th through May 19th

TRAINING CLASS	$250.00
LAW ENFORCEMENT TEST	$35.00
HOTEL ROOM	$552.00
TOTAL	$837.00
	$168.00 – MEALS
	$200.00 – Fuel – Estimated Roundtrip
	$1205.00 Estimated Cost

Estimated Cost are based on current prices for Hotel and Fuel.

David Archer will use a City Vehicle for Travel

May 17th is a travel day.

May 20th is a travel day.

4 days @ $ 42.00 day for meals = $ 168.00

Budgeted Items – Travel& Per Diem – 001-0541-541.40-00

Training – 001-0541-541.54-00