

**AGENDA
EXECUTIVE COMMITTEE MEETING
2/1/2016
4:00 P.M.**

OPEN MEETING

****APPROVAL OF AGENDA FOR ADDITIONAL ITEMS****

- Recommendation for Additional Items from Staff
- Recommendation for Additional Items from Council

PUBLIC HEARINGS/MEETINGS

RECOGNITIONS, SPECIAL PRESENTATIONS AND AWARDS:

PERSONS TO APPEAR:

ORDINANCES, RESOLUTIONS, & PROCLAMATIONS:

CITY ATTORNEY'S REPORT

CITY CLERK'S REPORT

COMMITTEE REPORTS

Public Works

30 **Item** Residential Sanitation Truck Purchase

Committee Recommendation Vote Required

Committee recommends approval to purchase a new residential side arm truck and develop a plan to replace/refurbish the remaining trucks

Cost \$250,000.00 **Funding Source** Sanitation Reserves

Public Safety

33 **Item** Fire Training Facility Design

Committee Recommendation Vote Required

Committee recommends approval to engage Southern Site & Utility Design, Inc. to design plans for the Fire Training Facility

Cost \$30,000.00 **Funding Source** Budget

11 **Item** Red Light Camera Program Renewal

Committee Recommendation Vote Required

Committee recommends approval to renew the red light camera contract with ATS

Cost \$0.00 **Funding Source**

19 **Item** Purchase of Barcoding Equipment for Police Property Room

Committee Recommendation Vote Required

Committee recommends approval to purchase Barcoding Equipment for Police Property Room not to exceed \$1,000 to be paid out of the budget

Cost \$1,000.00 **Funding Source** Budget

Parks & Recreation

34 Item Event Application for Riverwalk Arts Festival

Committee Recommendation **Vote Required**

Committee recommends approval of the Event Application for the Riverwalk Arts Festival to be held on March 5, 2016 contingent upon changes to the application

Cost \$0.00 **Funding Source**

23 Item Initiate a Block Party Program

Committee Recommendation **Vote Required**

Committee recommends approval to limit the amount of Block Parties to three for 2016 at an approximate cost of \$645 to be paid out of the budget

Cost \$645.00 **Funding Source** **Budget**

24 Item Replacement of the Security Cameras at Field House

Committee Recommendation **Vote Required**

Committee recommends approval of the purchase of replacement cameras and recording equipment at a cost of \$6,943.50 to be paid from Sports Revenue

Cost \$6,943.50 **Funding Source** **Budget**

25 Item Add Boating Restricted Areas Informational Kiosk to all City Boat Ramps

Committee Recommendation **Vote Required**

Committee recommends approval to purchase and install informational kiosks for the boating restricted areas at all City Boat Ramps

Cost \$5,000.00 **Funding Source** **Budget**

26 Item GTCC Man Power and Staff Changes

Committee Recommendation **Vote Required**

Committee recommends approval to hire two 20 hour/part-time workers for the GTCC at an approximate cost of \$30,000 to be paid from the budget

Cost \$30,000.00 **Funding Source** **Budget**

27 Item Tough Mudder Day Band

Committee Recommendation **Vote Required**

Committee recommends approval of the concept of a band on Tough Mudder Weekend and for staff to proceed with band options at a cost not to exceed \$4,500 to be paid from the Downtown Fund

Cost \$4,500.00 **Funding Source** CRA Fund

Growth & Development

8 Item Allowing Itinerant Vendors at Selected City Businesses

Committee Recommendation **Discussion**

Committee recommends approval to draft ordinance to allow itinerant vendors at City antique shops

Cost \$0.00 **Funding Source**

9 Item Courthouse Update

Committee Recommendation **Vote Required**

Committee recommends approval to authorize City Manager to negotiate for the Milton Holdings, Inc Property and Property #7

Cost \$0.00 **Funding Source**

10 Item Riverfront Redevelopment Team (RRT)

Committee Recommendation **Discussion**

Committee recommends approval of two draft ordinances. One ordinance to eliminate the Downtown Redevelopment Advisory Board (DRAB) and establish all duties performed by the DRAB shall be performed by the Community Redevelopment Agency (CRA). The other ordinance to establish the Riverfront Redevelopment Team (RRT) as an advisory board to perform duties as delegated by the Community Redevelopment Agency (CRA).

Cost \$0.00 **Funding Source** N/A

35 **Item** Vacation of Savannah Street Access Easement and Sale of Pocket Park Property.

Committee Recommendation Vote Required

Committee recommends approval to abandon the access easement on Savannah Street and to dispose of the old park property

Cost \$0.00 **Funding Source**

Finance

14 **Item** Purchase of 2 Pool Cars

Committee Recommendation Vote Required

Committee recommends approval to purchase two 2016 Chevrolet Impala's from Lou Sobh/Milton Chevy at a cost of \$37,888 to be paid out of General Fund Reserves

Cost \$37,888.00 **Funding Source** General Fund Reserves

4 **Item** Bad Debt Write-off for December 2015 and January 2016

Committee Recommendation Vote Required

Committee recommends approval of the December 2015 and January 2016 bad debt write-off in the amount of \$8,332.56

Cost \$0.00 **Funding Source**

13 **Item** Contract with a Lobbyist to Represent City Interests in State Budget Process

Committee Recommendation Vote Required

Committee recommends approval to contract with a Lobbyist to represent City interests in the State Budget Process in an amount not to exceed \$30,000 to be paid out of General Fund Reserves

Cost \$30,000.00 **Funding Source** General Fund Reserves

17 **Item** Demolition of 6863 Pine St and 5120 Elmira St

Committee Recommendation Vote Required

Committee recommends approval to have demolition done on 6863 Pine Street and 5120 Elmira Street at a cost not to exceed \$10,000 to be paid out of the budget

Cost \$10,000.00 **Funding Source** Budget

28 Item Landfill Tipping Fee Price Increase

Committee Recommendation **Vote Required**

Committee recommends approval to draft budget adjustment to fund increased costs to Sanitation due to increase in tipping fees

Cost \$32,450.00 **Funding Source** Sanitation Reserves

Administration

15 Item PIO/Marketing Director Job Description

Committee Recommendation **Vote Required**

Committee recommends approval of Public Information Officer/Marketing Director job description with the adjustment on salary rate

Cost \$57,000.00 **Funding Source** Budget

16 Item Policies for Approval: Safety Program Policy

Committee Recommendation **Vote Required**

Committee recommends approval of the Safety Program Policy as presented

Cost \$0.00 **Funding Source**

1 Item Milton City Council Speaker Request Form

Committee Recommendation **Vote Required**

Committee recommended approval to use speaker request form for Committee of the Whole, Executive Committee and Council Meetings.

Cost \$0.00 **Funding Source**

21 Item Milton Cemetery Board Appointments:
Reappointment of Bill Bledsoe, Linda Raffaele, Trent Lewis

Committee Recommendation **Vote Required**

Committee recommends approval to reappoint Bill Bledsoe, Linda Raffaele and Trent Lewis to the Milton Benevolent Cemetery Board for another term

Cost \$0.00 **Funding Source**

22 **Item** Draft Ordinance on Changing Election Date

Committee Recommendation Vote Required

Committee recommends approval of the draft ordinance for first reading in February Council Meeting on Changing the Election Date and the Swearing-in date of newly elected or reappointed City officials

Cost \$0.00 **Funding Source**

3 **Item** Gas Department Field Superintendent Job Description

Committee Recommendation Vote Required

Committee recommends approval of the job description for the Gas Department Field Superintendent

Cost \$0.00 **Funding Source**

2 **Item** 2016 Holiday Schedule

Committee Recommendation Vote Required

Committee recommends approval of the 2016 Holiday Schedule for the City of Milton

Cost \$0.00 **Funding Source**

20 **Item** Annual City Employee's Luncheon - April 13, 2016

Committee Recommendation Vote Required

Committee recommends approval of the City Facilities being closed from 11-1pm on April 13, 2016 for annual Spring Luncheon

Cost \$0.00 **Funding Source**

Friday, January 29, 2016

TPO REPRESENTATIVE: COUNCILMAN JIMMY MESSICK

TDC REPRESENTATIVE: COUNCILMAN ALAN LOWERY

MAYOR REPORT: WESLEY MEISS

CITY MANAGER’S REPORT:

OTHER BUSINESS:

41 **Item** New City Seal

Staff Recommendation Vote Required

Staff recommends approval of the new City Seal

Cost \$0.00 Funding Source

39 **Item** Bucket Truck Repair

Staff Recommendation Vote Required

Staff requests authorization to make payment to Coastal Equipment & Hydraulics for repair to Bucket Truck at a cost of \$8,506.18 to be paid out of the budget

Cost \$8,506.18 Funding Source Budget

38 **Item** Replace Drive and Program Centrifuge at WWTP

Staff Recommendation Vote Required

Staff recommends approval of the Emergency Expenditure of \$8,278.20 to replace drive and program Centrifuge at the WWTP to be paid out of the budget

Cost \$8,278.20 Funding Source Budget

37 **Item** Request to purchase riding lawnmower for the Landscape Department

Staff Recommendation Vote Required

Staff recommends approval to purchase the riding lawnmower for the Landscape Department at a cost of \$7,219 to be paid out of the budget

Cost \$7,219.00 Funding Source Budget

36 **Item** Update to Ordinances, Resolutions and Policies to meet CDBG Requirements

Staff Recommendation Vote Required

Staff recommends approval of ordinances, resolutions and policies to meet CDBG Requirements

- 1)Update Ordinance on Equal Employment Opportunities
- 2)Add Resolution on Re-establishing a CDBG Procurement Policy
- 3)Approve CDBG Program Procurement Policy

Cost \$0.00 Funding Source

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

**ADDITIONAL AGENDA
CITY COUNCIL
2/1/2016**

OTHER BUSINESS:

- 1) Mardi Gras Parade will be held on Thursday, February 4, 2016 at 5:00 p.m. (*Information only*)

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.

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Southern Site & Utility Design, Inc.
 5318 Stewart Street, Milton, Florida 32570
 Phone: (850) 623-9493 Fax: (850) 626-7889
 E-mail: ssudpaul@gmail.com

January 12, 2016

City of Milton
 C/O George Rials
 P.O. Box 909
 Milton, FL 32572
 Via Email: George.rials@ci.milton.fl.us

RE: Design and Permitting Services for Training Facility at 6448 Magnolia Street, Milton, Florida.

Site Engineering Services to be Performed

- A. Meetings with Client and Regulatory Agencies to Determine Design Requirements
- B. Research Local and State Codes
- C. Boundary, Topographic, and Tree Survey
- D. Preparation of Conceptual Layout
- E. Research USDA Soil Survey
- F. Stormwater Management Design as Required to Meet City of Milton and FDEP Requirements.
- G. Progress Meetings with Client to Ensure Goals are Met
- H. Site Plan to Include Parking, Driveway, Grading, and Drainage Plans
- I. Site Plan Package for City of Milton Review
- J. FDEP 10/2 Stormwater Certification or General Permit as Required
- K. Revisions as Required by Regulatory Agency and/or Client Review
- L. Client Meetings to Coordinate Design with Project Budget Goals
- M. Submittal of Revised Plans for Approvals
- N. Preparation of Final Construction Plan Package
- O. Pre-construction Meeting with Client and Client Selected Contractor to Discuss Requirements
- P. Limited On-Site Visits During Construction
- Q. Up to 5 sets of Approved Plans will be Provided at no Additional Cost to Client. Additional sets of Plans may be Provided for an Additional Charge of \$2.50 per sheet.

Fee Estimate for Professional Site Engineering Services: \$15,500.00

Items A through Q

Fees to be Billed Monthly Based on Percentage of Completion.

Site As-Built Inspection and Certification:

Our firm will provide this service according to the following fee schedule:

- Initial Inspection - \$300.00
- Additional Inspections - \$150.00 each trip
- As-Built Certification - \$500.00

Building Design Services to be Performed

- R. Generation, Coordination, and Assembly of Building Construction Documents for permitting, including Floor Plans, Elevations, Roof Plans, Sections, and Details as required to meet Building Code Requirements
- S. Engineering Calculations, Design, and Details as required for Development of Complete Structural Plans for Proposed Structure in accordance with FBC 2014 Requirements to include: Foundations Plans and Details, Floor System Design and Details, Roof Framing Design and Details, Wall Sections and Details, Post and Beam Details, and other Structural Details as required.
- T. Coordination with Metal Stair Manufacturer as required
- U. Meetings and communications with Owner and Builder as required throughout project.

Fee Estimate for Building Design Services: \$14,500.00

Items R through U

Fees to be Billed Monthly Based on Percentage of Completion.

Services NOT INCLUDED In Proposal:

- 1) **Permitting/Processing Fees required by Regulatory Agencies**
- 2) Utility Company Fees
- 3) As-Built Surveying
- 4) Conditional Use / Variance and/or Rezoning Issues
- 5) Traffic Studies, Reports, or Surveys
- 6) Turn Lane Design
- 7) Geotechnical Soil Analysis
- 8) On-Site and/or Off-Site Potable Water Design or Permitting
- 9) On-site and/or Off-Site Sewer Design or Permitting
- 10) Wetland Flagging, Surveying or Permitting
- 11) Sign, Site Lighting, Irrigation Plans and/or Permits
- 12) Construction Staking
- 13) NPDES Permitting and/or Inspections*
- 14) Construction Administration/Inspection Services
- 15) Revisions to Approved Plans for Changes Made by Owner
- 16) Excessive Site Visits Resulting from Field Changes and/or Contractor Errors.
- 17) Signed and/or Sealed Mechanical, Electrical, Plumbing or Telecommunication Drawings or Design
- 18) Any Service not specifically Described above in the Proposal (“Engineering Services to be Performed”)

*** Should Site Disturbance exceed 1 acre, a NPDES Permit will be required and can be prepared by our firm for an additional \$1,500.00. Weekly site inspections will also be required and can be performed by our certified erosion control inspector at \$300.00 per site visit.**

(This proposal is subject to acceptance within 30 days and may become void thereafter at the option of the undersigned.)

Proposal Accepted By:

Client Signature (Date)

Printed Name / Title

Terms and Conditions:

The following terms and conditions shall become a part of this agreement for providing professional engineering services as outlined in the preceding pages.

Access To Site

Unless otherwise stated, the Engineer, or the Engineer's representative, will have access to the site for activities necessary for the performance of the services. The Engineer, or the Engineer's representative, will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for work specified in this proposal are to be paid prior to submittal of plans for approval as outlined in the fee arrangement. Invoices for additional services are to be paid according to separate contract approved by the Client and the Engineer. Any type of plan or application or permit will not be submitted in the case of an outstanding invoice. In the event that an invoice remains unpaid for 30 days from the date of the invoice, a service charge of 1.5% (or the legal rate) per month will be added to the invoice. If such unpaid invoice remains unpaid an additional 60 days (90 days from date of invoice) the Client shall be held responsible for all costs associated with collection of fees due including attorney's fees.

Indemnification

The Engineer shall indemnify and hold harmless the Client and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, unless such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Engineer) or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing features or is not capable of investigation by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000.00, the amount of the Engineer's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents

All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by this Client for any other endeavor without the written consent of the Engineer.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Engineer.

Timely Execution of Work

The Engineer shall not be held responsible for any delays caused by: regulatory agencies, work being suspended due to non-payment, acts of God, additional work not specified in this proposal, problems caused by geotechnical conditions or hidden conditions, or for deviations and alterations which involve extra work or redesign.



Milton Police Department

MEMORANDUM

To: Brian Watkins
City Manager

Date: January 16, 2016

From: Gregory J. Brand
Chief of Police

A handwritten signature in blue ink, appearing to be 'GJ Brand', is written over the name 'Gregory J. Brand'.

File: PD16-001

Subject: Red Light Camera Program Recommendation

As you are well aware the ATS- Red Light Camera Enforcement Program Contract is coming due for renewal or cancellation. The Police Department position in this matter is to recommend renewal of the contract provided we maintain the present revenue neutral provision and there are no other cost related increases.

Knowing the Committee of the Whole will be evaluating program effectiveness in deliberations, there are a number of statistical tables and charts included for their perusal. The primary **statistical chart** (yellow, blue and green) throws an abundant amount of data at the reader inclusive of all five program years (all 60 months of crashes and 54 $\frac{1}{2}$ months of citations). The program actually started mid-year in 2011.

Said data is presented in both a yearly and a monthly format, for Total Crashes City Wide, Red Light Intersection Crashes, ATS Program Red Light Citations, and Officer issued Uniform Red Light Traffic Citations. The red light intersection crashes are also indicated by intersection with a cumulative total of all three intersections.

You will also note **charts** depicting Yearly Red Light Intersection Crashes by intersection, Red Light Citations, both Officer issued and Camera Program Citations, and Red Light Crash Comparison of Side vs Rear Impact.

A separate group of three **charts in blue**, are not drawn from the Multi-colored Statistical Table listed earlier. They are charts regarding Red Light Camera

Program Expenditures, Recidivism Violations, Recidivism Violators (with statistical table) and Red Light Municipal Hearings.

I realize on the whole this can be a plethora of information to digest. I also understand that my perspective is a Law Enforcement based cost-benefit analysis. I assure you I have strived to present this information and position in the best interest of the City; not simply to the benefit of the Police Department because the two interests cannot be separated.

First and possibly the most controversial chart; "Red Light Intersection Crashes". (We purposely did not chart the first year because even though there were 31 accidents during 2011 at the three intersections, it was a partial year of only five and one half months of camera citations). You will note a total for 2012 of 50 crashes and three years later we had an increase to 57 crashes for 2015. An increase of 14% on a four year chart. The most perplexing is that we had a 46% drop in 2013 to 27 crashes, followed by a 12.9% increase to 35 crashes in 2014.

I know it seems that double digit decreases and increases are radical fluctuations; however please bear in mind that these numbers represent the cumulative annual totals of three intersections. Three intersections over a period of **60 months** also statistically tabled independently and monthly.

When we look at all three intersections combined on a monthly basis we see that in our worst month we experienced total of 8 accidents at all three intersections, and we had **only 2 months in 60 months with 8 accidents**. Our second worst monthly total was 7 accidents at all three intersections. We had one of these out of sixty.

On the other end of that spectrum our best and second best months we experienced either 0 or 1 accident. **We had one month with no accidents and thirteen months with only one accident.**

Comparing our best and worst years we averaged from 2.25 accidents per month at our best and 4.75 accidents per month in our worst year at these three intersections collectively, with a mean average over the full sixty months of 3.3 accidents per month, collectively.

All told, I don't believe that accidents are the "tell all" as the measuring stick for effectiveness or ineffectiveness of red light camera programs. Too many intrinsic variables involved to accurately say if the program had a positive or negative effect on accidents. Especially when considering numbers as low as ours are.

Intrinsic variables such as:

- Driver attentiveness,
- Weather'
- Traffic volume,

- Construction,
- In vehicle distractions,
- Population growth...

All would contribute greatly to the potential for accidents, and these are only a few.

Santa Rosa County has been touted as the sixth fastest growing County in Florida, and FDOT just recently presented to Council that Hwy-90 between Avalon Blvd. and Glover Lane was the busiest section of Hwy-90 in all of the County. **More than 4,000 vehicles per day busier than any other section, with over 40,000 vehicles per day.**

Second, there is really no comparison between Officer issued Uniform Traffic Citations for Red Light Violations, versus a Red Light Camera Program. Our Officers are too busy to dedicate even 20% of their day to red light traffic enforcement; these camera's don't blink. And, the public is well educated to the fact that they exist, which brings me to my third consideration.

The recidivism charts; here you have two charts depicting the data. The top chart addresses the number of violations by recidivists and the bottom chart visualizes the number of recidivists in relation to violators that only committed a single violation.

This is where I believe the success of the program is revealed. Over nearly five years we have a 6% rate of recidivism. At least 94% of those receiving a citation LEARNED from their experience. They paid a fine that is greatly reduced from that of a standard UTC, they received no points on their driver's license, their insurance rates did not go up because of the violation and **most importantly**; they adjusted their driving behavior and to date, have not received another citation. (I would offer that if our total crime recidivism rate was 6% our prisons would not be half as full as they are today).

Next I would like to address the quality of our program and the absence of ambiguity there-in. After being certified to review tapes of potential violations the Officers are instructed to only cite those violations that are CLEARLY violations. If they are in any way not sure they are to throw it out. We don't want the Hearing Officer to have any question regarding if the citation was valid or not.

The chart titled "Red Light Municipal Hearings" validates my prior statement. Less than 1% of those receiving citations (56 of 5,912) even requested a hearing. (No ambiguity, when violators review the tapes, they too know they ran the light without question). Additionally, of the 56 that appeared before the Hearing Officer, only 2 were dismissed.

Finally, the financial issues. "The Red Light Camera Program Expenditures", of all the expenditures listed, only the postage cost is an actual expense to the City. All the others are simply a pass thru of the fines imposed on the violators. The Police Department personnel do however spend time reviewing the 12 second tapes of each violation. If we were to average 300 violations per month (which we don't) we would have roughly six to eight man hours, invested in the process.

CONCLUSION;

Aggressive traffic enforcement is the most effective form of changing driving behavior to insure compliance with the traffic laws. I offer that there is no method more assertive or consistent in enforcement than a Red Light Camera Enforcement Program. Every minute of the day, twenty-four hours a day the cameras are working; they don't blink. To detractors, I would argue WHEN IS IT OKAY TO RUN A RED LIGHT? Every single time someone runs a red light in a vehicle, there exists a great potential for a very serious accident.

There are other benefits to having a Camera Enforcement Program than red light enforcement and generating citations.

- We have had instances where both parties involved in an accident insisted the other driver ran the light. Every single one of those was resolved with positive knowledge as to who did run the light. (50% involved a red light runner)
- We had a situation where one driver informed us that the two people in the other vehicle involved in an accident were lying as to which was actually driving the vehicle. This was validated and the proper person (who had a suspended license) was cited and both were charged with presenting false information.
- We assisted another agency investigating a major crime and needed to know if a particular vehicle passed through one of our intersections on a specific day within a given time frame. We were able to ascertain the person did.

There are a multitude of other situations where a program such as this would prove invaluable to Police investigations; for example one of our traffic homicides took place at Hamilton Bridge Road and Dogwood. Both parties insisted the other ran the light. There will forever exist an ambiguity as to who really did. Had we had our program in place at the time, there would have been no doubt at all. How valuable would that have been?

2011-2013 Crash Stats Comparison

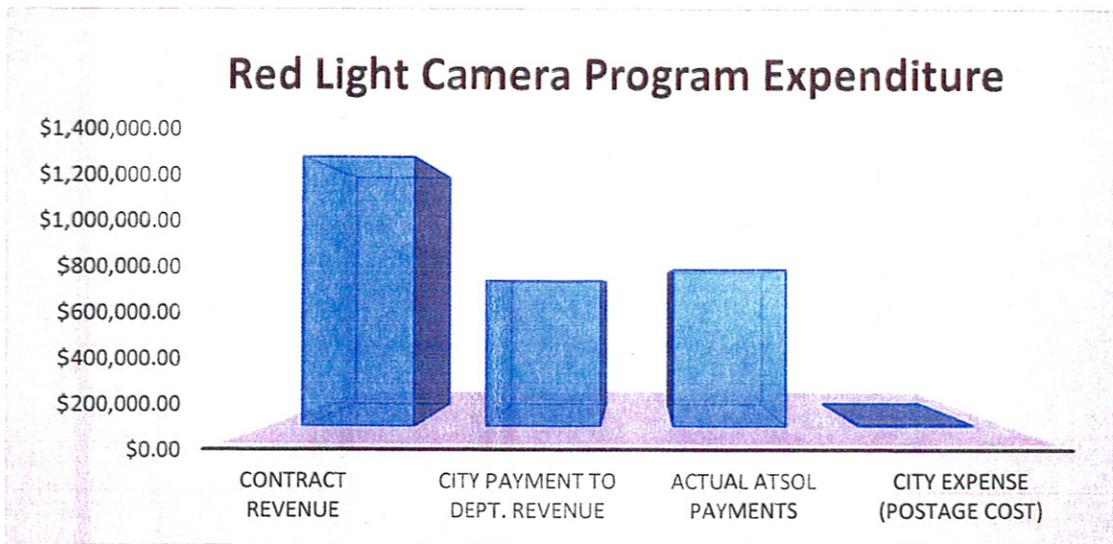
	Jan					Feb					Mar				
	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015
Total Crashes	36	28	27	23	24	30	39	34	24	25	41	44	33	27	24
Red Light Crashes	2	2	4	1	2	2	6	3	3	6	3	1	1	1	3
Hamilton/Dogwood	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0
Glover / Hwy 90	1	1	0	0	0	1	3	2	3	3	2	0	1	1	0
Parkmore / Hwy 90	1	0	4	1	2	1	3	1	0	3	1	1	0	0	3
ATS Citations	0	214	175	203	213	0	252	168	119	211	0	0	270	72	287
Red Light Ofcr. Citations	0	0	3	0	3	0	3	0	3	4	1	2	1	1	1

	Apr					May					Jun				
	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015
Total Crashes	34	34	25	29	32	27	47	22	24	32	44	37	24	29	20
Red Light Crashes	1	3	1	3	6	1	3	0	1	5	3	6	1	3	7
Hamilton/Dogwood	1	0	0	0	1	0	0	0	0	1	0	1	0	0	2
Glover / Hwy 90	0	1	0	3	0	0	2	0	1	4	1	1	0	1	2
Parkmore / Hwy 90	0	3	1	0	2	1	1	0	0	0	2	4	1	2	3
ATS Citations	0	0	258	35	195	0	274	289	230	234	0	267	327	199	284
Red Light Ofcr. Citations	2	0	2	2	1	0	3	0	0	0	0	1	2	2	4

	Jul					Aug					Sept				
	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015
Total Crashes	39	31	31	35	32	32	23	28	22	26	27	35	31	30	27
Red Light Crashes	4	4	4	5	8	3	2	2	1	4	3	6	4	8	3
Hamilton/Dogwood	0	0	2	0	2	3	1	1	0	0	1	0	0	1	1
Glover / Hwy 90	1	2	2	2	6	0	1	1	1	2	1	4	2	6	2
Parkmore / Hwy 90	3	2	0	3	0	0	0	0	0	2	1	2	2	1	0
ATS Citations	162	252	282	198	313	365	185	267	229	326	348	211	225	217	276
Red Light Ofcr. Citations	1	0	2	2	0	1	3	1	3	1	3	1	0	1	2

	Oct					Nov					Dec				
	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015
Total Crashes	31	21	36	23	35	18	33	30	29	24	39	43	38	29	51
Red Light Crashes	1	4	2	4	5	2	5	4	1	2	6	3	1	4	6
Hamilton/Dogwood	0	1	1	0	1	1	1	0	0	0	0	0	0	1	2
Glover / Hwy 90	0	2	0	3	2	0	2	2	1	1	5	2	0	2	2
Parkmore / Hwy 90	1	1	1	1	2	1	2	2	0	1	1	1	1	1	2
ATS Citations	333	232	285	180	275	271	248	241	200	277	191	246	193	217	143
Red Light Ofcr. Citations	2	2	0	2	2	0	1	0	1	0	0	3	0	1	1

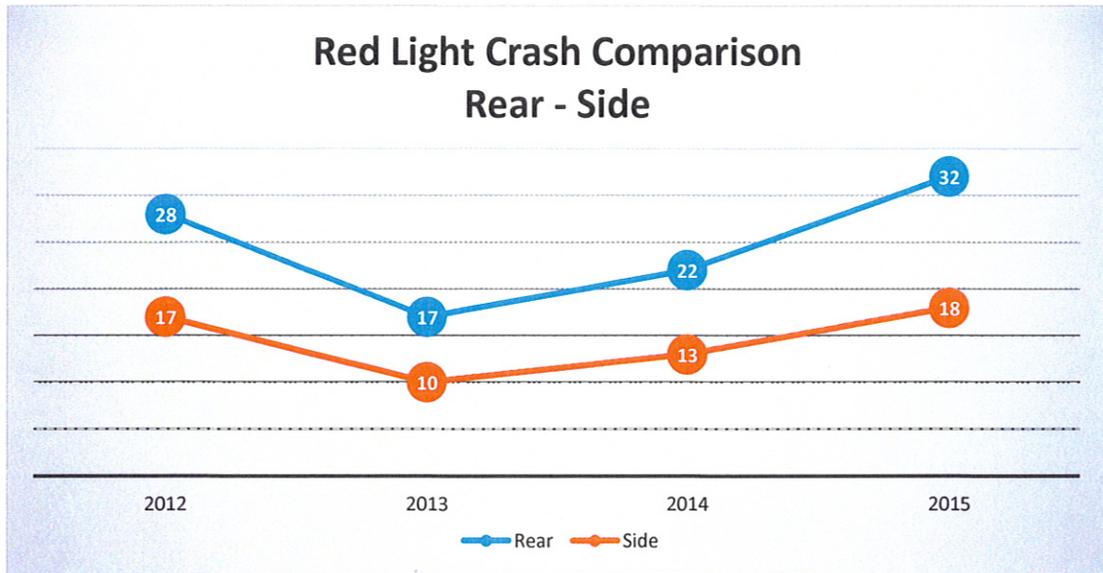
TOTALS	2011	2012	2013	2014	2015
Total Crashes	398	415	359	324	352
Red Light Crashes	31	50	27	35	57
Hamilton/Dogwood	6	6	4	2	10
Glover / Hwy 90	12	24	10	24	27
Parkmore / Hwy 90	13	20	13	9	20
ATS Citations	1670	2989	2980	2099	2973
Red Light Ofcr. Citations	10	21	11	19	19



(12*22,750.00)

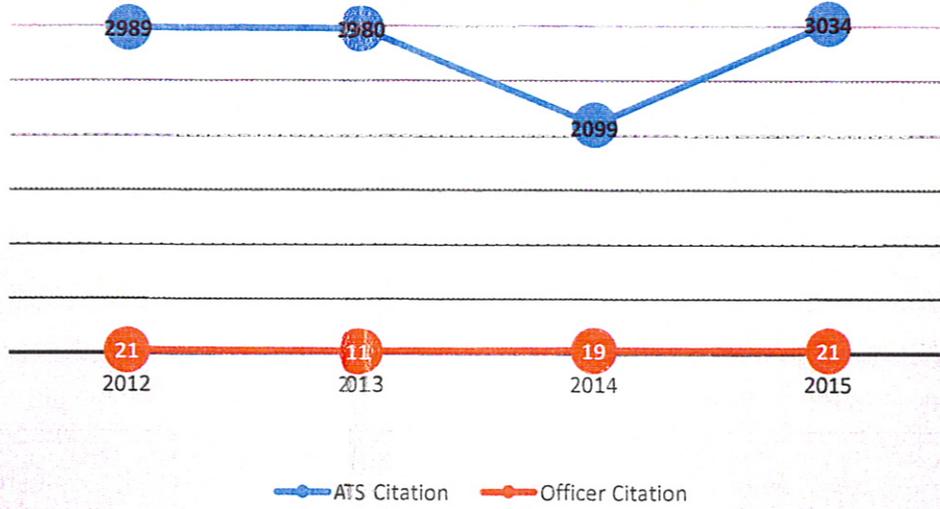
Contract Revenue	City Payment to Dept. Revenue	Actual ATSOL Payments	City Expense (Postage Cost)
\$1,365,000.00	\$ 739,962.00	\$ 797,123.26	\$ 9,254.00

Red Light Crash Comparison Rear - Side



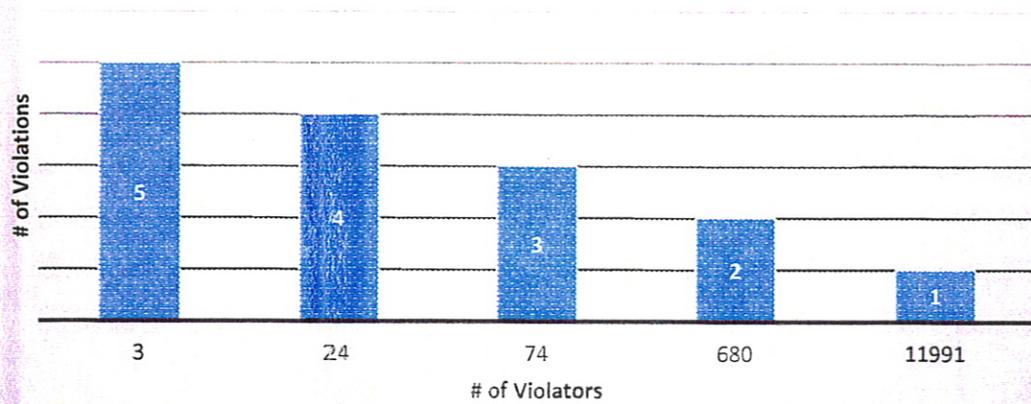
	Rear	Side
2012	28	17
2013	17	10
2014	22	13
2015	32	18
Total	99	58

Red Light Citations

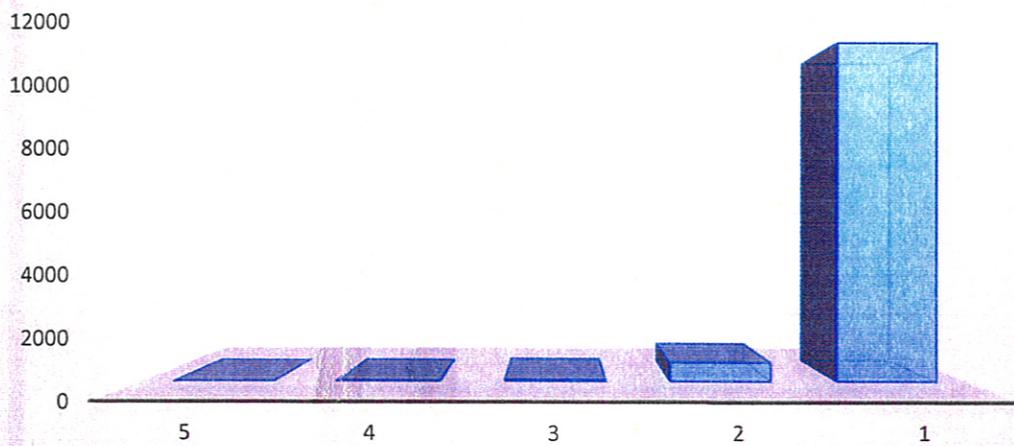


		2012	2013	2014	2015
Citations	ATS Citation	2989	2980	2099	3034
	Officer Citation	21	11	19	21

Recidivism Violations

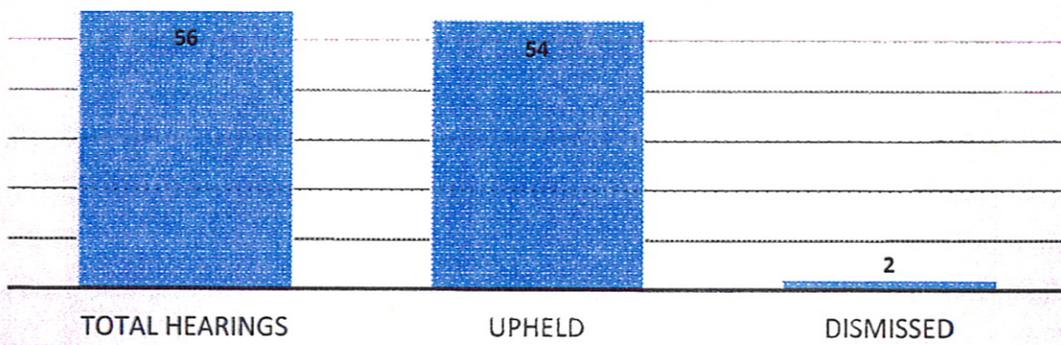


Recidivism Violators



# of Violators	# of Violations
3	5
24	4
74	3
680	2
11991	1
Total	12772
Recidivism Rate	781 Repeat Offenders 6%

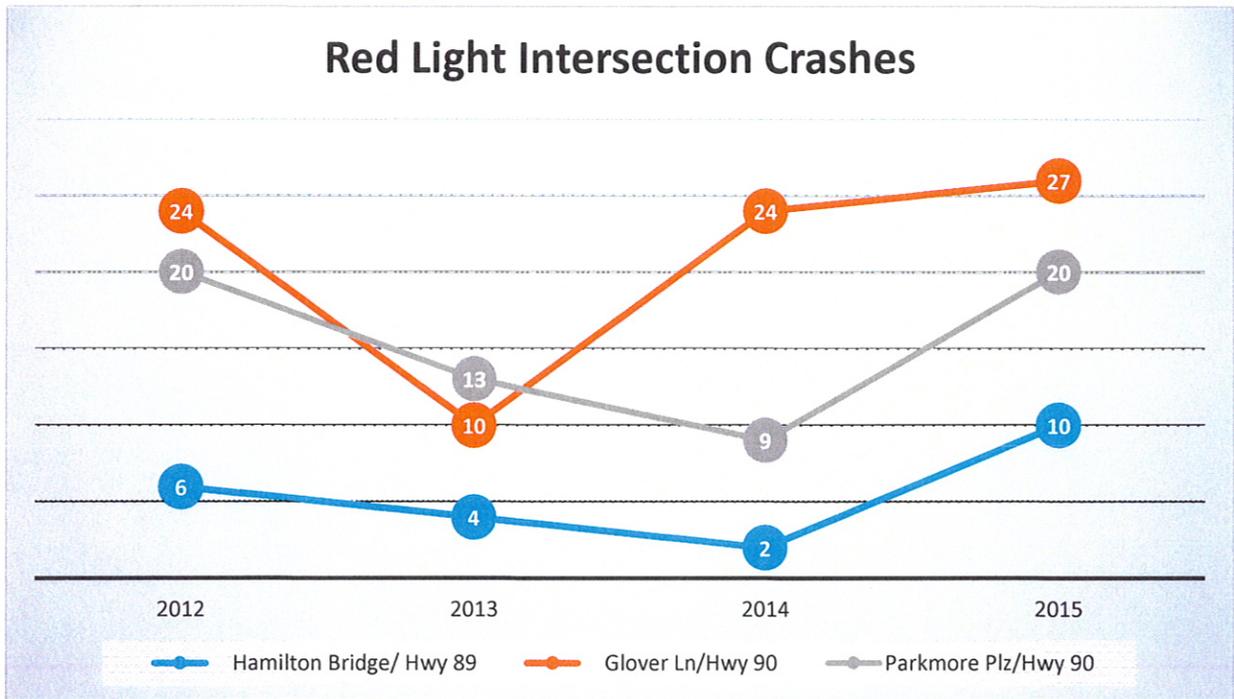
Red Light Municipal Hearings



Total Citations Issued 10/1/2013 - 12/31/2015
Total Citations 5912

Total Municipal Hearings	56
Upheld	54
Dismissed	2
Total Citations	5912

Red Light Intersection Crashes



Intersection	2012	2013	2014	2015
Hamilton Bridge/ Hwy 89	6	4	2	10
Glover Ln/Hwy 90	24	10	24	27
Parkmore Plz/Hwy 90	20	13	9	20
Total	50	27	35	57

CITY OF MILTON

(Billing code = UF)

APPLICATION FOR EVENTS/PARADES/FESTIVALS/SPECIAL ACTIVITIES

1. Application Date: 01/21/2016

2. Sponsoring Organization (USER) Santa Rosa Arts and Culture Foundation, Inc.

- a. Non-Profit [X] Address 6815 Caroline Street
b. Community Based [] Milton, FL 32570
c. Commercial []
d. Private Citizen [] Phone # (850) 981-1000

3. Organization Point of Contact:

Name: Jerry Cummings
Phone #: (850) 626-4499 E-Mail: ejccbooth@gmail.com

4. Name of Activity: Riverwalk Art Festival

- [] Parade [] Car/Motorcycle Show
[X] Festival [] 5/10 K Race
[] Concert [] Other (please explain activity):
[] Tournament
[] Community Awareness

5. Date of Activity: setup: 3/4/16 event: 3/5/16 - 3/6/16

6. Time Frame of Activity: 3/4 @ 4:00 pm - 3/6 @ 6:00 pm

7. Location/Facility:

bleachers in S. Willing parking lot

- [X] North Riverwalk - \$100 [] North Willing Street (from to)
[X] South Riverwalk - \$100 [X] South Willing Street (from to)
[X] South Riverwalk Pavilion - \$50 [] North Elmira Street (from to)
[X] Event Area - \$100 [X] South Elmira Street (from to)
[X] Imogene Parking Lot
[X] Other: Pine Street from Elmira street to Willing Street

8. Special Requests:

12 tables 100 chairs

- [X] Road Closure N/C [X] Electrical Activation: 2 dumpsters \$75
[X] >24 Hr Docking at Riverwalk N/C [X] Stage Rental: 15 cans \$350
[] Boating Restricted Areas [X] 1 Dumpster \$75
[] Parade Security & Clean up \$350 [] 1 Dumpster / 5 Trashcans \$100
[X] 1 Dumpster / 10 Trashcans \$125 [] 1 Dumpster / 15 Trashcans \$150
[X] 1 Dumpster / 20 Trashcans \$157 [] 1 Dumpster / 25 Trashcans \$200
[] Crowd Control Barriers \$125 [] Extra Dump Fees \$75
[] Other Road closures: S. Willing St. from Veterans Plaza to Pine Street

Pine St. from Elmira St. to Willing St.

Elmira St. from Oak St. to Pine St.

Tourism District Special Requests:

NOTE: Tourism District Special Requests applications must be received by the city sixty (60) days prior to the event.

1. I (We) hereby request waiver of the;
 Open Container Ordinance (Sec 6-27)
 Noise Ordinance (LDR Sec. III-5.16)
 Animal Control Ordinance (Sec 4-37(b))
 and/or other Ordinance _____

2. The location applied for is: _____

3. Time Period From: Friday 3/4 4:00 pm to Sunday 3/6 6:00 pm

4. Event Security: Yes No
If yes, then who will provide the Security: Milton PD
Security Time Period From: ~~Friday 3/4~~ to _____
Friday overnight
Saturday overnight

The USER must agree to the following terms & conditions:

1. User shall supply and furnish all personnel, equipment, services and any other items the User deems necessary to the success of the User's event.
2. User shall assure that proper City Police protection and all governmental regulations pertaining to the scheduled event have been fully complied with.
3. You are reminded that City Ordinances PROHIBIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES AT PARK FACILITIES.
4. User shall remove from property/streets, all equipment and items placed thereon by the User immediately following the event.
5. User shall accomplish reasonable clean-up of the area immediately following the event.
6. User shall be liable for any and all damages done to the property and area covered by this agreement, regardless of who causes such damage or how the damage is caused, during the period of use contained in this agreement. Further, the User shall agree to defend, indemnify and hold-harmless the City, its Officials, employees, and representatives for any and all claims caused by or arising out of, in whole or in part, the activities permitted by this agreement.
7. The User shall pay all fees prior to the event. No request for waiver of fees will be accepted.
8. User agrees to pay for extra dump fees if garbage pickup required during the event.
9. User must provide for liability insurance coverage (\$1 Million minimum) for the event.
10. Security arrangements can be made separately with Milton Police department.

C. Booth

Signature of Requestor/User Representative



Block Party Application

Thank you for your interest in a City of Milton Block Party.

This letter is a brief description of the process your application must follow in order to hold your event/special activity.

There are three options for your block party: Option A for 100 people, Option B for 150 people and Option B for 200 people.

Option A, the City of Milton will provide (for free)

Food for up to 100 people (hot dogs, hamburgers, chips, drinks, etc.) all cooking tools (grill, cookware, etc.), tables, chairs, and sound system.

Option B and C, the City will provide items for up to 100 people, with your group or organization picking up the difference.

Also you can opt to pay for a bounce house(s) at an additional cost to your HOA or neighborhood organization

Your neighborhood association or group will need to provide the following:

- All the necessary personnel to prepare and cook the food.
- All necessary personnel to set up for the event (tables, chairs, cookware, etc.).
- A location within the neighborhood for the event accessible to power.

Please note that your neighborhood must be within Milton's city limits and meet one of the following two criteria in order to qualify for this event:

- Your HOA must approve the event and complete the attached paperwork.
- A percentage of your neighborhood's residents must sign a petition approving the event and have a neighborhood representative complete the attached paper work.

Date and time constraints are on a Friday or Saturday during the months of May through September and between the hours of 5-9 p.m.

**CITY OF MILTON
APPLICATION FOR BLOCK PARTY**

1. Application Date: _____
2. Group Applying or Individual (**USER**) _____
- a. Home Owners Association Address _____
 - b. Community Organization _____
 - c. Private Citizen Phone # _____

3. **Organization Point of Contact/HOA President:**
Name: _____
Phone #: _____ E-Mail: _____

4. **Date of Block Party:** _____
Note: Friday or Saturday (May through September)

5. **Time Frame of Activity:** _____
Note block of two hours between 5 – 9 p.m.

6. **Location of Block Party:** _____
Note: we need a site where power is available.

7. **Block Party Options**
- Option A (100 people – free)
 - Option B (150 people - \$69)
 - Option C (200 people - \$139)
 - Optional Bounce House _____ x \$150 each = \$ _____
 - Other _____
- _____
- _____

8. **Other request or additional information necessary:**
- _____
- _____

Signature of Requestor/User Representative

For Official City Use Only

Departments

- | | |
|---|--|
| <input type="checkbox"/> City Hall _____ | <input type="checkbox"/> Parks Department _____ |
| <input type="checkbox"/> Street Department _____ | <input type="checkbox"/> Zoning/Code Enforcement _____ |
| <input type="checkbox"/> Milton Natural Gas _____ | <input type="checkbox"/> Water Department _____ |
| <input type="checkbox"/> Milton Police _____ | <input type="checkbox"/> Milton Fire Department _____ |
| <input type="checkbox"/> Other _____ | |
| _____ | |
| _____ | |

Additional needs/requests: _____

Approved _____ Disapproved _____

Block Party Cost Break Down

<u>Items</u>	<u>Option A</u> <u>100 people</u>	<u>Option B</u> <u>150 people</u>	<u>Option C</u> <u>200 people</u>
Hamburgers	\$35	\$49	\$63
Hamburger buns	\$11	\$16	\$23
Hot Dogs	\$10	\$15	\$20
Hot Dog buns	\$6	\$8	\$10
Chips	\$25	\$38	\$50
Drinks	\$40	\$60	\$80
Condiments	\$10	\$15	\$20
Utensils	\$73	\$73	\$73
Plates	\$5	\$10	\$15
Totals	\$215	\$284	\$354

Optional bounce house is \$150 per unit

Pam Haddan

From: John Norton
Sent: Wednesday, January 20, 2016 12:00 PM
To: Pam Haddan
Subject: Field House Cameras

This is the quote for camera system at the field house.

Grant applied for to pay half of cost

Remaining all money will come from budgeted money in basketball and football.

If grant is successful it will be put back into these funds

John Norton

City of Milton Parks Director
850-983-5466
5629 Byrom St.
Milton, Fl. 32570

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



Patriot Technologies NWF Inc.
 591 Brian Circle
 Mary Esther, FL 32569
 FL License #: EF20001193

Estimate

Date	Estimate #
4/26/2015	45

Name / Address
City of Milton Fieldhouse 5629 Byrom Street Milton, FL 32570

Project

Description	Qty	Rate	Total
Field House CCTV with Fiber Optic Connection to Landscaping			
FLIR 16 Channel High Definition DVR with 2TB HDD	1	1,213.50	1,213.50
1.3 Megapixel High Definition Night Vision Cameras	10	126.00	1,260.00
32" 1080P Monitor with HDMI Input	1	345.00	345.00
Category 5e Network Cabling	10	22.50	225.00
Installation, Programming, Training, and 1 Year Warranty	16	85.00	1,360.00
6 Strand Fiber Optic Cabling	600	2.00	1,200.00
Fiber Optic SC Connectors	4	16.00	64.00
Fiber Optic LIU Enclosure	2	110.00	220.00
Fiber Optic Media Converters	2	188.00	376.00
Labor to install and terminate fiber in customer provided raceway with Pullstring	8	85.00	680.00

Please contact us to revise or update the quantity terms and pricing for this proposal.	Subtotal	\$6,943.50
	Sales Tax (6.0%)	\$0.00
	Total	\$6,943.50

Phone #	E-mail	Web Site
---------	--------	----------



866-528-2175

Search by Product# or Keyword

My Account (account.aspx)

0 Item(s) (SHOPPINGCART.ASPX)

Products & Services (Category.aspx?Zcid=112)

Home (/) » Products & Services (category.aspx?zcid=112) » Lumber Products (category.aspx?zcid=143) » Signs and Kiosks (category.aspx?zcid=144)

Why PRIDE (/WhyPride.aspx?Page=WhyPRIDE)

About Us (/AboutUs.aspx) Customer Serv

On State Contract
ITEM: #14KioskSingle

Standard Kiosk, Single Sided



Zoom

Constructed with durable southern yellow pine, our kiosks protect information in any location. Single-sided kiosks are ruggedly constructed to protect your information from the outside elements. Dimensions 7' Kiosk (3' x 5' Info Board, 6'W x 16'H x 7'L), 9' Kiosk (4' x 6' Info Board, 7'W x 16'H x 9'L).

CONFIGURE THIS PRODUCT:

SIZE

Select Size v

* Create Account

* Online purchases available to government or non-profit agencies, register now.

NEED ASSISTANCE?

Customer Service
877.283.6819

EMAIL US (mailto:salessupport@pride-enterprises.org)

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Use of this website signifies your agreement to the Privacy Policy (content.aspx?page=privacypolicy).

ORDINANCE NO. 1431-16

AN ORDINANCE OF THE CITY OF MILTON AMENDING SECTION 36-167 OF THE MUNICIPAL CODE PERTAINING TO ITINERANT VENDORS; PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES INCONSISTENT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Milton finds it to be appropriate to make an exception to the current regulations regarding itinerant vendors,

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

SECTION 1.

Section 36-167, which defines the applicability of itinerant vendors, is hereby amended to add a new exception:

4. Outdoor vendor selling antiques or collectibles on the property of a business licensed by the City of Milton as Retail Sales (designation 3090) so long as the outdoor vendor maintains a business relationship with the licensed Retail Sales entity and so long as the outdoor vendor is operating on Saturday or Sunday.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. EFFECTIVE DATE.

This Ordinance, upon being passed by the City Council, shall be effective upon passing by the City Council.

CITY OF MILTON, FLORIDA

BY: _____
MAYOR WESLEY MEISS

ATTEST:
CITY CLERK: _____

First Reading: _____

ORDINANCE NO. 1430-16

AN ORDINANCE PERTAINING TO THE DOWNTOWN REDEVELOPMENT ADVISORY BOARD (DRAB), DISSOLVING SAME, AND ESTABLISHING THAT ALL DUTIES AND FUNCTIONS PERFORMED BY THE DRAB SHALL BE PERFORMED BY THE COMMUNITY REDEVELOPMENT AGENCY, PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES INCONSISTENT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Milton acts as the Community Redevelopment Agency (CRA) pursuant to Chapter 163, Florida Statutes;

WHEREAS, the City Council of the City of Milton has the authority to appoint or not a development advisory board pursuant to Chapter 163, Florida Statutes;

WHEREAS, the City Council of the City of Milton previously established a downtown redevelopment advisory board to which the CRA delegated duties the CRA is authorized to perform;

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

SECTION I – DISSOLUTION OF THE DOWNTOWN REDEVELOPMENT ADVISORY BOARD

The City Council of the City of Milton hereby dissolves the Downtown Redevelopment Advisory Board. All duties and responsibilities previously delegated thereto revert to the Community Redevelopment Agency (“CRA”).

SECTION II - SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said building shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION III - REPEALER

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION IV - EFFECTIVE DATE

This Ordinance shall be effective upon passage by the City Council.

CITY OF MILTON, FLORIDA

PASSED by the City Council of the City of Milton, Florida on the _____ day of _____, 2016.

CITY OF MILTON, FLORIDA

BY: _____
WESLEY MEISS, MAYOR

ATTEST:
CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

HEATHER F. LINDSAY, ESQUIRE

RESOLUTION #1358-16

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, ESTABLISHING A RIVERFRONT REDEVELOPMENT TEAM; ESTABLISHING THE DUTIES OF THE COMMITTEE; PROVIDING A TERMINATION DATE; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA AS FOLLOWS:

Section 1. Intent.

The City Council of the City of Milton, acting as the Community Redevelopment Agency, desires to create an advisory committee, to be named the Riverfront Redevelopment Team, in order to encourage additional public engagement and activity in the CRA process so as to best serve the residents and businesses of the City of Milton.

Section 2. Formation.

The City of Milton hereby establishes the Riverfront Redevelopment Team as a Citizen’s Advisory Committee to the CRA for CRA I, CRA II North, and CRA III South. The purpose of the committee is to identify actions that the City can implement to support development and redevelopment within any and all of designated Community Redevelopment Areas, CRA I, CRA II North, and CRA III South, and further the goals and strategies outlined in the 2016 CRA’s Master Plans. The committee shall recommend strategies and actions that the City Council and/or agency may undertake to encourage and promote reinvestment within the areas covered by each CRA.

Section 3. Membership.

The CRA Committee shall consist of members to be appointed by the Community Redevelopment Agency. The Committee shall elect from among their body a Chair and Vice Chair at the first meeting of the Committee. A designee of the City Manager or the City Manager shall serve as the City staff liaison to the Committee.

Section 4. Meetings.

a. The Committee will meet upon the call of the Chair at a location and time to be determined by the Committee. The Committee may schedule additional meetings to conduct the business of the Committee by voting on the date, time, and location of such additional meetings at any regularly scheduled meeting.

b. The Riverfront Redevelopment Team meetings shall be conducted in accordance with the latest version of Robert's Rules of Order and be governed by the Sunshine Law.

Section 5. Termination.

The Riverfront Redevelopment Team shall continue in existence unless dissolved by the City Council.

Section 6. Effective Date.

This Resolution shall take effect immediately upon approval by City Council and signature of the Mayor.

Date Signed: _____

Mayor Wesley Meiss

Attest: Dewitt Nobles

USED AUTOMOBILES RFP
 Due: January 13, 2016 @ 2pm

BIDDER NAME & COMPANY	BRAND & MODEL	YEAR	MILEAGE	COLOR	PRICE	MISC
There were NO Bids submitted that met the bid requirements.						

PRESENT AT BID OPENING:	Lori McCafferty	Rhonda Hussey	Dewitt Nobles			
-------------------------	-----------------	---------------	---------------	--	--	--

PROPOSAL RECEIVED BY FAX FROM LOU SOBH / MILTON CHEVY - Mike Baty						
Lou Sobh / Milton Chevy	Chevrolet Impala	2016	15,380	White	\$18,944	4 door / 6 cylinder
Lou Sobh / Milton Chevy	Chevrolet Impala	2016	17,547	White	\$18,944	4 door / 6 cylinder
	Factory Warranty & Certified		4 yrs / 48,000 miles			
			100,000 mile power train warranty			
	4 free oil changes and 2 tire rotations					

- A. 12/31/2015 - Notice was placed on the City Website, with link to complete "Request for Proposal" package.
- B. 1/5/2016 RFP advertisement was published in the PNJ and in the 1/6/2016 edition of the Press Gazette
- C. 1/4/2016 Staff called the following companies to advise them of the bid opportunity:

- 1 Lou Sobh Chevy
- 2 McKenzie Motors
- 3 Milton Dodge
- 4 Sandy Sansing
- 5 Allen Turner
- 6 Hill-Kelly Dodge

RESOLUTION NO. 2016 - 04

Pursuant to Santa Rosa County Ordinance 87-37 the following fees shall be charged for the disposal of specified Solid Waste at County Landfills or transfer stations:

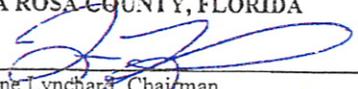
1. Class I & Regulated Waste
 - a. Effective Date April 1, 2016 \$ 36.00 per ton
 - b. Effective Date April 1, 2017 \$ 37.00 per ton
 - c. Effective Date April 1, 2018 \$ 38.00 per ton
 - d. Effective Date April 1, 2019 \$ 39.00 per ton
 - e. Effective Date April 1, 2020 \$ 40.00 per ton
2. Class III
 - a. Effective Date April 1, 2016 \$ 32.00 per ton
 - b. Effective Date April 1, 2017 \$ 34.00 per ton
 - c. Effective Date April 1, 2018 \$ 36.00 per ton
 - d. Effective Date April 1, 2019 \$ 38.00 per ton
 - e. Effective Date April 1, 2020 \$ 40.00 per ton
3. Yard / Landscape / Land Clearing Debris
 - a. Residential \$ 22.00 per ton
 - b. Commercial \$ 24.00 per ton
4. Tires – Residential Only
 - a. Tires Only – No mixed waste \$135.00 per ton
 - b. Car & Light Truck \$ 5.00 per tire
 - c. Large Truck, Racing Tires \$ 15.00 per tire
5. Special Waste \$150.00 per ton
6. Prohibited Waste Separation Fee \$ 50.00 per hour
7. Weight Certification \$ 5.00 each
8. Minimum Fee, All Waste Types \$ 5.00 per 400 lbs.
9. Out of County Host Fee \$ 3.00 per ton
Applicable to all waste generated outside of Santa Rosa County
10. Effective April 1, 2022, and every two years thereafter, all rates shall be adjusted by the current Consumer Price Index (CPI).

This rate resolution rescinds all previous landfill fee/rate resolutions. The revised rates and implementation schedule will take effect on April 1, 2016.

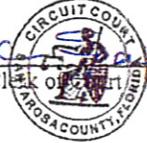
PASSED AND ADOPTED this 4th day of January, 2016, by a vote of 4 yeas 0
nays, and 1 absent of the Board of County Commissioners of Santa Rosa County, Florida.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

ATTEST:

By: 
Lane Lynchard, Chairman


Donald C. Spencer, Clerk of Court



**CITY OF MILTON
PUBLIC INFORMATION OFFICER/MARKETING DIRECTOR**

BASIC REQUIREMENTS:

EDUCATION: Graduation from an accredited four-year college or university with a degree in journalism, media relations, communications, public administration or related field preferred.

EXPERIENCE: Three (3) years recent experience in community/media relations, or public relations.

LICENSE REQUIREMENTS, CERTIFICATES, ETC.

- Applicant must have a valid driver's license at the date of hire and maintain said license while employed in this position.

ESSENTIAL JOB FUNCTIONS: Essential functions are fundamental job duties. They do not include marginal tasks which are also performed but are incidental to the primary functions. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position, nor does every position allocated to the class necessarily perform every duty listed. Personal characteristics required of all employees such as honesty, industry, sobriety and the ability to get along with others, are presumed qualities and may not be listed specifically.

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

Public Information Officer/Marketing Director

Page 2 of 2

- Development and implementation of the Brand strategy;
- Overseeing implementation of the Marketing strategy – including campaigns, events, digital marketing, and PR;
- Guiding the day to day activities of the marketing team;
- Work closely with city staff to define marketing materials and programs;
- Developing and delivering marketing communications strategies for the city business operations;
- Performs related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- State, federal, county and city laws; familiar with city, county, state and federal agencies.
- Principles, practices and methods of social media; practices and principles of public information, crisis communications, public relations and marketing; web site design, management, and/or content development; basic copyright laws applicable to design work and creative properties; design and electronic pre-press processes and experience with typography, color, conceptual thinking, print layout, digital production, and post-production; emergency public information policies, methodologies and procedures
- Operate a vehicle
- Operate media equipment
- Operate office equipment; design and layouts for brochures and pamphlets; relate to any audience regardless of age; participate in or host radio and television programs;
- Exercise independent judgment
- Work under minimum supervision;
- Direct and supervise a group of volunteers or workers
- Proofread and edit documents
- Function well under stressful situations
- Deal effectively with the public, media and officials in a courteous and tactful manner
- Proper English usage, spelling, grammar, punctuation, vocabulary, and sentence structure; proficient in press release writing and AP style; digital photography & photo editing; and MS Office /Windows OS platform programs required. Additional computer program expertise a plus.

HOURS OF WORK:

- Normal office hours, Monday through Friday. Overtime may be required.
- Reports directly to the City Manager and may be designated as essential personnel in case of natural disaster.

Public Information Officer/Marketing Director
Page 3 of 3

JOB SUMMARY:

The public information officer is responsible for coordinating city communications and releasing accurate and timely information to City of Milton and Santa Rosa County residents, the media and city employees. Duties include seasonal campaigns, managing crisis and disaster related information, as well as the day-to-day management of internal and external communication strategies. This position provides services similar to those provided by a full-service communications agency, focusing on heightening awareness of the city's mission, programs, policies, initiatives and services offered. The city public information officer also works in the field during emergencies and is available to the media 24/7. This position reports directly to the city manager.

PHYSICAL REQUIREMENTS:

Employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell, hear and drive. The employee is occasionally required to stand, sit, climb, balance, stoop, crouch and crawl. Specific vision abilities include close, distance, color and peripheral vision and depth perception. The employee regularly lifts and/or moves up to 25 pounds and occasionally lifts and/or moves up to 45 pounds. Communicate using speech, hearing and vision skills; must be able to carry media equipment; operate all office equipment.

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

Range: Contract (\$16-\$20 per hour)

Approved by Council:

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

CITY OF MILTON POLICY

Title: Safety Program Policy	Page: 1	Policy Number: 8.0
Effective Date: March 8, 2011	Revised Date:	Next Review Date: March 2016
Approved by Council: March 8, 2011		
Legal Review:		

Scope and Purpose

The following pertains to the City of Milton's Safety Program (see attachment). This policy also includes the Vehicle Fleet Safety Program .

POLICY STATEMENT

The management of the City of Milton is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation, and maintenance of our workplace safety program has been assigned to:

Name: Lori McCafferty

Title: Purchasing Agent/Risk Manager Telephone: (850) 983-5417

Senior management will be actively involved with employees in establishing and maintaining an effective safety program. The Safety Program and Safety Grant Coordinator, City Manager, or other members of the management team will participate with city employees in ongoing safety and health program activities, which include:

- Promoting safety committee participation;
- Providing safety and health education and training; and
- Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment to and involvement in providing our employees a safe and healthful workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of continued employment

Approved by: _____ Date: _____
City Manager

CITY OF MILTON, FLORIDA



SAFETY PROGRAM

(Policy 8.0)

(Adopted {insert date})

(Updated- _____)

II SAFETY COMMITTEE

Safety Committee Organization

A safety committee has been established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of the following supervisory and non-supervisory members of our organization:

<u>Lori McCafferty</u>	Safety Program and Grant Coordinator
<u>John E. Reble</u>	Fire Chief / Supervisory Employee Member
<u>Randy Hoyt</u>	Street & Sanitation / Supervisory Employee Member
<u>Heather Adams</u>	Human Resource Coordinator
<u>Robert Hyman</u>	Landscape or Parks / Non-Supervisory Employee Member
<u>James Brake</u>	Utilities / Non-Supervisory Employee Member
<u>Mike Cline</u>	WWTP / Non-Supervisory Employee Member
	Police / Non-Supervisory Employee Member

Responsibilities

The safety committee shall evaluate the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules. These rules are based on accident investigation findings, inspection findings, employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee will be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee will be responsible for assisting management in evaluating employee accident and illness prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

Meetings

Safety committee meetings are held quarterly, at a minimum. The safety program coordinator will post the minutes of each meeting within **fourteen (14) working days** ~~one week~~ after each meeting.

**MILTON CITY COUNCIL
SPEAKER REQUEST FORM**

Complete and return this form to the Front Table if you wish to address the City Council.

*Date: _____

*Name: _____

*Address: _____

Phone: _____

Email Address: _____

*Subject you wish to speak about: _____

When ready to speak please step to the podium and state your name and address. The matter should be presented concisely and within three (3) minutes to allow others an opportunity to address the Council.

If you have written materials, please furnish an extra copy to the City Clerk for the official records.

*Items must be completed.

Number: _____
For Staff Use

ORDINANCE NO. 1429-16

AN ORDINANCE AMENDING THE CHARTER TO MOVE THE ELECTION DATE TO THE FIRST TUESDAY OF THE FIRST MONDAY IN NOVEMBER OF EACH EVEN-NUMBERED YEAR AS TO THE ELECTION OF THE CITY COUNCIL AND MAYOR OF MILTON, PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted by Florida Statutes to amend charters by ordinance as to election dates,

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA THAT THE CHARTER OF THE CITY OF MILTON IS AMENDED TO READ AS FOLLOWS:

SECTION 1: ELECTION DATE CHANGE

AMENDING ARTICLE II, SECTION 2-1 AS FOLLOWS:

The city council shall be composed of eight members who shall be elected for a term of four years. The term of office of the elected council member shall begin on the second Tuesday in December following the election and until their respective successors are elected and qualified.

AMENDING ARTICLE II, SECTION 2-5 AS FOLLOWS:

- (a) The city council shall meet at a time determined by the city council on the second Tuesday in December following the election provided for under this Charter at which time the council members shall elect from their membership a mayor pro-tem of the city council.

AMENDING ARTICLE III, SECTION 3-2 AS FOLLOWS:

The mayor shall be elected by the voters of the city at large and shall hold office for a term of four years. The mayor shall be an elector of the city and shall have resided therein for three (3) years prior to the time of qualifying and throughout the term of office. The term of office begins on the second Tuesday in December following the election of the mayor and until a successor is elected and qualified.

AMENDING ARTICLE V, SECTION 5-1 AS FOLLOWS:

Elections to fill expiring terms of elective officers under this Charter shall be held in the city every two years on the date of the first Tuesday after the first Monday in November of each even-numbered year.

SECTION 2: SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3: REPEALER

All ordinance and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4: EFFECTIVE DATE

This Ordinance shall be effective upon passage by the City Council.

Legal Authority: Florida Statutes, Sections 100.031 & 100.3605(2); Advisory Legal Opinion
AGO 2001-81

PASSED by the City Council of the City of Milton, Florida on the _____ day of
_____, 2016.

CITY OF MILTON, FLORIDA

BY: _____
WESLEY MEISS, MAYOR

ATTEST:
CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by City Attorney.

HEATHER F. LINDSAY, ESQUIRE

GAS DEPARTMENT FIELD SUPERINTENDENT

WORKING TITLE: Gas Department, Field Superintendent

BASIC REQUIREMENTS:

- Education: High school diploma, or equivalent. An AA Degree in similar or related field is preferred but not required.
- Experience: Seven (7) years experience in natural gas field, with gas pipeline or distribution system experience preferred but not required, including construction, maintenance, leak detection and cathodic protection. Three (3) years of supervisory level experience required.
- Will be subject to drug and alcohol testing as per Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) and City of Milton Policy.

LICENSE REQUIREMENTS, CERTIFICATES, ETC.:

- Will be required to obtain all licenses as required by the County, State or Federal Government.
- Ability and willingness to obtain additional certificates and training as needed or required
- Certification in polyethylene (PE) heat fusion procedures per PHMSA Part 192, Subpart F; consensus standards and pipe manufacturer standards.
- Certified trainer and evaluator for qualification of pipeline personnel per PHMSA Part 192, Subpart N
- Transmission Advanced Distribution Training, Gas Leakage Detection Training, Transmission Regulator Training, Certified Trainer for Electrofusion, Line Master Training, Odorization Training, Transmission Supervisors Training, Gas Pipeline Safety Training, Maintenance of Traffic Intermediate 16 Hr. Training, U.S. Department of Transportation Safety Regulations Training, and First Aid Training.
- Certification in use of stopping and by-pass equipment.
- Valid State of Florida drivers license, but will be required to obtain a class "A" CDL with "N" endorsement within six (6) months of employment.

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

- Performs all duties of Gas Service Technician I, II, III and IV.
- Under the direction of the Department Director, plans, organizes, and coordinates the activities of the Gas Department.
- Plans and supervises the program of cathodic protection and/or corrosion control for the gas system.
- Helps with the planning in the expansion, upgrade or repair of the natural gas distribution system.
- Responsible for the natural gas distribution system is in compliance with all requirements of the City, County, State and Federal Government rules and regulations.

Gas Department – Field Superintendent

Page 2 of 3

- Ensures that all employees meet the operational and training requirements of City, State, County and Federal Government rules and regulations.
- Receives work orders; plans and assigns work for subordinates.
- Instructs subordinates in the operation of all construction, inspections, repairs and maintenance equipment used in the Gas Department.
- Coordinates with other departments, agencies, and utility services to provide safety to prevent any potential hazard to life and property and/or damage to the City gas distribution system.
- Prepares technical and administrative reports.
- Maintains routine records in regards to the natural gas distribution system.
- Prepares request for equipment, supplies and materials.
- Makes and adjusts work assignments as necessary.
- Trains and evaluates the work of subordinate employees.
- Extensive communication with superiors keeping them informed on status of work in progress, system problems and deficiencies within the natural gas distribution system or Gas Department.
- Makes suggestions to superiors on how to make the operations better, safer and more efficient.
- Responds to and makes sure after hour call-outs are responded to and the problems are addressed via the On-call Policy.
- Other duties or responsibilities as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Comprehensive knowledge of the safe methods and practices used in construction and maintaining a complete natural gas distribution system.
- Thorough knowledge of equipment and procedures used in construction and maintenance of the natural gas distribution system.
- Thorough knowledge of CFR 49, part 192, as well as chapter 25-12 of the rules of the Florida Public Service Commission.
- Ability to plan and supervise the work of subordinates.
- Ability to understand and implement oral and written instructions, and to read and interpret sketches, diagrams, blueprints and charts.
- Has sufficient understanding of all operations of the system to lend assistance when needed.
- Ability to prepare estimates of labor, material and equipment to install, repair and maintain the gas distribution system.

Gas Department – Field Superintendent

Page 3 of 3

HOURS OF WORK, SUPERVISORY RESPONSIBILITIES, AND ACCOUNTABILITY REQUIREMENTS:

- Normal field operation hours, Monday through Friday; subject to after hours and emergency call outs.
- Supervises all aspects of work necessary for operating a City natural gas distribution system.
- Reports to Utility Department Director or others designated.

PHYSICAL REQUIREMENTS:

Employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell and hear. The employee is occasionally required to stand, sit, climb, balance, stoop, crouch and crawl. Specific vision abilities include close, distance, color and peripheral vision and depth perception. The employee regularly lifts and/or moves up to 45 pounds and occasionally lifts and/or moves up to 90 pounds.

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

Range: 22

Approved by Council:

Approved by :

CITY OF MILTON 2016 HOLIDAY SCHEDULE

NEW YEAR'S DAY	FRIDAY	JANUARY 1, 2016
MARTIN LUTHER KING JR	MONDAY	JANUARY 18, 2016
MEMORIAL DAY	MONDAY	MAY 30, 2016
INDEPENDENCE DAY	MONDAY	JULY 4, 2016
LABOR DAY	MONDAY	SEPTEMBER 5, 2016
VETERAN'S DAY	FRIDAY	NOVEMBER 11, 2016
THANKSGIVING DAY	THURSDAY	NOVEMBER 24, 2016
DAY AFTER THANKSGIVING	FRIDAY	NOVEMBER 25, 2016
CHRISTMAS EVE	FRIDAY	DECEMBER 23, 2016
CHRISTMAS DAY	MONDAY	DECEMBER 26, 2016
PERSONAL DAY		



City of Milton

January 15, 2016

To: City Manager
Brian Watkins

RE: Annual City Employee's Luncheon

The Employee Executive Committee met Wednesday, January 13, 2016 to discuss the luncheon and decided we would like to hold the event on April 13, 2016 at the Community Center between the hours of 11am and 1pm, upon your approval we would like to close the City offices down during this time for all the employees to have an equal opportunity to attend.

Thank You,

A handwritten signature in cursive script that reads "Christie Haarmann".

Christie Haarmann
Employee Executive Committee
Chairman



Coastal Equipment & Hydraulics

"Suppliers of Automotive Service Equipment"
(850) 479-1233-Office (850) 479-1552- Fax
2987 S. HWY 29 Cantonment FL 32533
www.coastalequipmentandhydraulics.com

Invoice

Date Invoice #
1/8/2016 17923

Bill To Account # COD
City Of Milton
P.O. Box 909
Milton, Florida 32572

Ship To
City Of Milton
P.O. Box 909
Milton, FL 32572

P.O. Number Terms Rep Ship Via Work Order #
160805 Due on receipt KMB 1/8/2016 Pick-up 9130

Qty	Item	Description	Price Each	Amount
1	Annual Inspecti...	Annual /Safety Inspection on Versa Lift Serial # X93125 Model:VST3600	250.00	250.00T
38	Shop Labor	Repair Extend Cylinder. Cylinder will not retract Remove bucket and extension boom to facilitate Removal of Extend Cylinder, Remove Extend Cylinder ,Rebuild, and Reinstall Extend Cylinder, Reinstall Extension Boom and Bucket. Includes Labor to replace hoses to extension Cylinder and wear pad removal and replacement.	85.00	3,230.00T
1	Parts-Service	Periodical Maintenance Inspection to Include Eng Oil and Filter, Transmission Oil and Filter, Grease Chasis	495.00	495.00T
1	Parts-Service	Materials Extend Cylinder Rebuild Kit	212.00	212.00T
2	Parts-Retail	Hydraulic Hoses Extend Cylinder	225.00	450.00T
8	Parts-Service	Materials Wear Pads	18.62	148.96T
3	Diagnostic	Troubleshoot and repair Emergency Motor and Solenoid,	85.00	255.00T
1	Parts-Service	Power Cable from Emerg power unit to Battery	109.56	109.56T
1	Parts-Service	Materials Motor Solenoid	79.00	79.00T
1	Parts-Service	Materials Replace Safety Decal	290.00	290.00T
5	Shop Labor	Bucket Tilt Cylinder Leaking Hydraulic fluid around Gland. Remove Bucket Cylinder from Bucket, Replace packing and reinstall.	85.00	425.00T
1	Parts-Service	Materials Cylinder Rebuild Kit	215.44	215.44T
		Sales Tax	0.00%	0.00

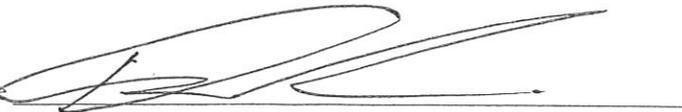
We thank you for your business. Please come again!

For your convenience, We accept Visa, Mastercard, and Discover.

Total \$6,159.96

Payments/Credits \$0.00

Balance Due \$6,159.96

Signature 

Coastal Equipment & Hydraulics

"Suppliers of Automotive Service Equipment"
 (850) 479-1233-Office (850) 479-1552- Fax
 2987 S. HWY 29 Cantonment FL 32533
 www.coastalequipmentandhydraulics.com

Invoice

Date Invoice #
 1/8/2016 17924

Bill To Account # COD
 City Of Milton
 P.O. Box 909
 Milton, Florida 32572

Ship To
 City Of Milton
 P.O. Box 909
 Milton, FL 32572

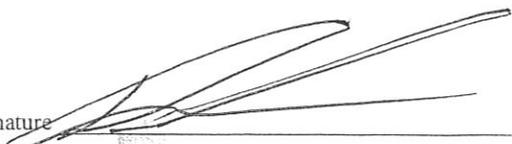
P.O. Number	Terms	Rep	Ship	Via	Work Order #
160805	Due on receipt	KMB	1/8/2016	Pick-up	9130

Qty	Item	Description	Price Each	Amount
4	Parts-Service	Hydraulic Oil Shell 32	72.00	288.00T
1	Parts-Service	Hydraulic Filter	18.81	18.81T
3	Parts-Service	Hydraulic Hoses	149.00	447.00T
1	Parts-Service	Serpentine Belt	83.96	83.96T
1	Parts-Service	Dash Light bulbs 10Pack	12.45	12.45T
1	Shop Labor	Repaired broken weld on support strut bucket storage.	85.00	85.00T
1	Shop Labor	Serpentine Belt has Holes and cracks thru-out belt, Remove and Replace Serpentine Belt	85.00	85.00T
1	Shop Labor	Troubleshoot and Repair Dash Lights/Turn Signal Light	85.00	85.00T
1	Shop Labor	Hydraulic Fluid Contaminated, Drain Hydraulic Fluid, Remove and Replace Filter, Flush unit, Service with Fluid.	85.00	85.00T
6	Shop Labor	Hydraulic Hoses worn beyond limits Remove and Replace Hydraulic Hoses	85.00	510.00T
1	Shop Labor	Red and White Reflective	85.00	85.00T
1	Parts-Service	Osha Compliant, Safety Label Kit, Revised	476.00	476.00T
1	Shop Labor	Remove and Replace emergency power unit cable	85.00	85.00T
		Sales Tax	0.00%	0.00

We thank you for your business. Please come again!

For your convenience, We accept Visa, Mastercard, and Discover.

Total	\$2,346.22
Payments/Credits	\$0.00
Balance Due	\$2,346.22

Signature 

PURCHASE ORDER

PAGE: 1 38

P.O. #: 161006

DATE: 12/31/15

CHANGE #: 1

DATE CHG: 01/14/16

AUTOMATION CONTROL SERVICES LL
6281 TECHNOLOGY DRIVE
PENSACOLA, FL 32505

VENDOR #
2744

INVOICE TO:
City of Milton
6738 DIXON STREET
MILTON, FL 32570

SHIP TO:
City of Milton
6903 MUNICIPAL DRIVE
MILTON, FL 32570

DELIVER BY: CONFIRM TO
12/28/15 LORI MCCAFFERTY

REQUISITIONED BY
RDH

ACCOUNT NO.
403-0535-535.46-02

PROJECT TERMS
NET

REQ. NO.
74621

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CHANGE ORDER * * *****		
1	1.00	EA	890 065 WATER SEWAGE TREATMENT EQ SEWAGE/WASTE TRT EQUIPMNT SERVIC TEC/ INSTALL DRIVE/ PROGRAM CENTRIFUGE	8278.2000	8278.20
				SUB-TOTAL	8278.20
				TOTAL	8278.20

REMARKS:
 Approved by RH 12/28/15
 Approved by G. Rials 12/30/15
 Approved by L. McCafferty 12/31/15
 Sole source per RDH
 1/14/16 - changed amount to reflect correct price for repairs - original amount on PO was an estimate for service/tec time and parts to replace drive and program on centrifuge.

1-18-16
[Signature]

W. Rial
1/15/16

AUTHORIZED BY _____
PURCHASING AGENT

The Tool Shack - Gulf Breeze

4370 Gulf Breeze Pkwy.
Gulf Breeze, FL 32563
Phone: (850) 934-1700 Fax: (850) 934-1780

Invoice Estimate 32613

THIS QUOTE IS VAILD FOR 30 DAYS ONLY, UNLESS OTHERWISE SPECIFIED. We will match prices on exact same make, model, and year item from any local dealer, as long as you can provide a written quote.

Bill To	Ship To
CITY OF MILTON 6731 MAGNOLIA STREET MILTON, FL 32570	

Contact	Customer Tax Number	Phone	Alt Phone	PO Number	Transaction
LEE - GROUNDS DEPT	85-8012621641C-2	(850) 983-5477	(850) 291-4190		Estimate
Counter Person	Sales Person	Estimate Date	Reference	Department	
COLTEN WRIGHT	COLTEN WRIGHT	01/14/16	32613	Counter Sales	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
74958	TORW	3000 SERIES, 60" DECK / 25HP KOHLER EFI	1			\$10,666.00	\$7,219.00	\$7,219.00

Note
*** THIS IS THE SAME MODEL THAT WAS PURCHASED IN AUGUST 2014.

Invoice Total	\$7,219.00
Sales Tax	\$0.00
Grand Total	\$7,219.00



WE CAN FINANCE ANYTHING!!! JUST ASK US HOW

Notes:		Customer acknowledges receipt thereof:
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RESOLUTION NUMBER #1357-16

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, RE-ESTABLISHING A CDBG PROCUREMENT POLICY FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROCUREMENTS; ESTABLISHING PURCHASE AND CONTRACT AWARD PROCEDURES; PROVING FOR BID PROTEST PROCEDURE; PROVING FOR CONTRACT ADMINISTRATION AND SELECTION REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Milton, Florida, established a CDBG Procurement Policy for implementation of Community Development Block Grants in October, 1990; and

WHEREAS, The City of Milton, Florida, recognizes the importance of updating the policy to address any changes made in the CDBG program requirements as determined by the Department of Economic Opportunity, therefore

BE IT HEREBY RESOLVED, that this legislative body of City of Milton, Florida, hereby adopts the revised Procurement Policy.

ADOPTED THIS 9TH day of February, 2016 on a vote of ___ yeas and ___ nays by the CITY COUNCIL.

CITY COUNCIL
CITY OF MILTON, FLORIDA

BY:

Wesley Meiss, Mayor

ATTEST:

Dewitt Nobles, City Clerk

(SEAL)

CITY OF MILTON POLICY

Title: CDBG Program Procurement Policy	Page: 1	Policy Number: 9.2
Effective Date: February __, 2016	Revised Date: February 9, 2016	Next Review Date: February ____, 2018
Approved by Council: February __, 2016		
Legal Review:		

Scope and Purpose

The following pertains to the City of Milton’s Community Development Block Program (CDBG) Purchasing Policy (see attachment).

POLICY STATEMENT

The purpose of this policy is to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, Attachment O; 2 CFR 200.317-.326; s. 287.055 and 255.0525 Florida Statutes and Rule 73C-23 Florida Administrative Code.

Each department should maintain this manual in a loose-leaf binder so that procedural modifications may be inserted as required. These modifications will be provided, in writing, from the Purchasing Department after approval by the City Manager or City Council.

Approved by: _____ Date: _____
City Manager

**CITY OF MILTON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PURCHASING POLICY
INCLUDING THE
MINORITY BUSINESS ENTERPRISE POLICY**

I. PURPOSE

This Policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, Attachment O; 2 CFR 200.317-.326; s. 287.055 and 255.0525 Florida Statutes and Rule 73C-23 Florida Administrative Code.

II. APPLICATION OF POLICY

This Policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this Policy.

III. PURCHASING DIRECTOR

The City Clerk shall serve as the central purchasing officer (the "Purchasing Officer") of the City of Milton for all contracts or agreements described in Section II.

IV. PURCHASING AND CONTRACT AWARD PROCEDURES

A. PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section IV-F) and Cooperative Purchasing (Section IV-G), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

1. Small Purchases (Section IV-B).....\$1 to \$2,500
2. Purchasing Quotes (Section IV-C).....\$2,500 to \$5,000
3. Competitive Sealed Bids/Proposals (Section IV-D & IV-E).....\$5,000 and above

B. SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section IV-A-1 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

C. PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section IV-A-2 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

D. COMPETITIVE SEALED BIDDING

1. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.
2. Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73C-23.00521 (2) (a), F.A.C., an invitation to bid for construction projects that are projected to cost more than \$200,000 shall be published in at least one daily newspaper of general circulation in Santa Rosa County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in Santa Rosa County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Additionally, notice shall be sent to those vendors and contractors on the City's MBE/WBE solicitation list. Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However if three responsible and responsive bids or proposals are not received, the procurement will be invalid. An Invitation to Bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipts of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the Council. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Council as duly authorized expressions on behalf of proposers.
 - a) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
 - b) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.
3. Public Notice. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening or in accordance with D2 above as appropriate. Notice of the Invitation to Bid shall give date, time, and place set forth for the submittal of proposals and opening bids.
4. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant

information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this Policy.
6. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the City Council.
7. Correction or Withdrawal of Bids: Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
 - a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
8. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when one or both conditions are in the best interest of the City of Milton. Any requirement which is waived must be documented and kept in the file.
 - a) Notice of Intended Award. The contract shall be awarded by written notice. Every

procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bid received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.

- b) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section IV-H of the CDBG Purchasing Policy of the City of Milton shall constitute a waiver of proceedings under that section of this Policy".
10. Cancellation of Invitations for Bids. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the Council. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
11. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director, Purchasing Officer, for the following reasons:
- a) Failure to respond to bid invitation three consecutive times within the last eighteen (18) month period.
 - b) Failure to update the information on file including address, project or service, or business description.
 - c) Failure to perform according to contract provisions.
 - d) Conviction in a court of law of any criminal offense in connection with the conduct of business.
 - e) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 - f) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
 - g) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
 - h) Other reasons deemed appropriate by the City.

E. COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section IV-E-1. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section IV-E-2.

1. Professional Architectural, Engineering, Landscape Architectural, and Land Surveying Services

a) Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.

(1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services as an agenda item for approval by the Council, the Purchasing Officer shall submit to the City written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following;

(a) The general purpose of the services or study;

(b) The objectives of the study or services;

(c) Estimated period of time needed for the services or the study;

(d) The estimated cost of the service or study;

(e) Whether the proposed study or service would or would not duplicate any prior or existing study or services;

(f) List of current contracts or prior services or studies which are related to the proposed study or service; and

(g) The desired qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.

(2) Distribution of Project Requirements. The Purchasing Officer shall distribute the written project requirements as approved by the City Council to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than twelve calendar days from the date of public notice when the Purchasing Officer shall publish in at least one daily newspaper of general circulation in the County where the project is located and in a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However if three responsible and responsive bids or proposals are not received, the procurement will be invalid.

(3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any

manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee prior to making its selection of those best qualified to be formally interviewed.

- (4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.
- b) Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the City may determine whether a three member or three or five member selection committee will best serve the needs of the Council.
 - (1) Three Member Committee Composition. Membership of a three-member selection committee shall be appointed by the Mayor or his/her designee.
 - (2) Five Member Committee Composition. Membership of a five-member selection committee shall be appointed by the Mayor or his/her designee.
 - (3) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
 - (a) Prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and
 - (b) Designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.
 - (4) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:
 - (a) Competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
 - (b) Current workload;
 - (c) Financial responsibilities;

- (d) Ability to observe and advise whether plans and specifications are being compiled with, where applicable;
 - (e) Record of professional accomplishments;
 - (f) Proximity to the project involved, if applicable;
 - (g) Record of performance; and
 - (h) Ability to design an approach and work plan to meet the project requirements, where applicable.
- (5) Interview and Council Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Council for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.
- c) Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Mayor directs that negotiations be conducted by a Negotiation Committee.
- d) Negotiation.
- (1) The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered.
 - (2) As a part of the negotiation, the Purchasing Officer or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiations Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and then shall undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.
2. Other Competitive Sealed Proposals (non-287.055 services)
- a) Conditions for Use. All contracts required by Section IV-E to be awarded by competitive sealed proposals that are not for the procurement of professional

architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.

- b) Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section IV-E-1.
- c) Council Approval. Proposals anticipated to exceed the threshold established in Section IV-A-3 for Competitive sealed Proposals shall be approved by the City of Milton prior to solicitation.
- d) Public Notice. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection IV-D-3 of this Policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the City's MBE/WBE solicitation list.
- e) Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
- f) Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
- g) Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the Council of the City of Milton, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the City Council. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.
- h) Award. Award shall be made by the City Council to the lowest responsive and responsible offeror whose proposal is determined in writing to be the most advantageous to the City of Milton, taking into consideration the evaluation factors set forth in the Request for Proposals.

F. SOLE SOURCE PURCHASES

- a) Sole Source Certification. A contract may be awarded for a supply, service material, equipment or construction item(s) without competition when the Purchasing Officer with the coinsurance of the City Clerk, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement be placed on the agenda for Council

approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000) it will require prior DEO approval.

G. COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this Policy.
2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this Policy and with the City, State and Federal Law.

H. BID PROTEST

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the City Council. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the City Clerk prior to protesting to the City Council.
2. Filing a Protest. Any person who is affected adversely by the decision or intended decision of the City shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this section. A written protest is filed with the City when it is delivered to and received in the office of the Purchasing Officer.
 - a) The notice of protest shall contain at a minimum: the name of the bidder; the bidders address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
 - b) The formal written protest shall identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
 - c) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.
3. Settlement and Resolution. The Purchasing Officer shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
4. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:
 - a) Protest Proceeding Procedures
 - (1) The presiding officer shall give reasonable notice to all substantially affected

persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.

- (2) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.
 - (3) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
 - (4) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (5) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the City Council.
 - (6) Any party may arrange for the proceedings to be steno graphically recorded and shall bear the expense of such recording.
- b) Intervener. The participation of interveners shall be governed by the terms of the order issued in response to a petition to intervene.
 - c) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal.
 - d) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
5. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Council makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the City.

I. CONTRACT CLAIMS

1. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, prior to an appeal to the City Council or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the City Council.
2. Decision of the Purchasing Officer. All claims by a contractor against the City relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

3. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the Purchasing Officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights under Subsection D of this section.
 4. Finality of the Purchasing Officer Decision: Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the City Council.
 5. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.
- J. **REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW**
1. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the City Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
 2. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
 3. After Award. If, after award, the Purchasing Officer after consultation with the City Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then;
 - a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (1)The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or
 - (2)The contract may be terminated and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
 - (3)If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the City.

V. CONTRACT ADMINISTRATION

A. CONTRACT PROVISIONS

1. Standard Contract Clauses and Their Modification.
 - a) The City after consultation with the City Attorney, may establish standard contract clauses for use in City contracts.

- b) However, the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.
- 2. Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - a) The unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
 - b) The unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - c) Variations occurring between estimated quantities or work in contract and actual quantities;
 - d) Defective pricing;
 - e) Time of performance and liquidated damages;
 - f) specified excuses for delay or nonperformance;
 - g) Termination of the contract for default;
 - h) Termination of the contract in whole or in part for the convenience of the City;
 - i) Suspension of work on a construction project ordered by the City;
 - j) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
 - (1) When the contract is negotiated;
 - (2) When the contractor provides the site or design; or
 - (3) When the parties have otherwise agreed with respect to the risk of differing site conditions;
 - k) Value engineering proposals;
 - l) Remedies;
 - m) Access to records/retention records;
 - n) Environmental compliance; and
 - o) Prohibition against contingency fees;
 - p) Insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
 - q) Bonding requirements as set by the City Council;
 - r) Causes of and authorization for suspension of contract for improper contractor activity.

B. PRICE ADJUSTMENTS

- 1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:
 - a) By agreement on a fixed price adjustment before adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - b) By unit prices specified in the correct or subsequently agreed upon;
 - c) By costs attributable to the events or situations under such clauses with adjustment

of profit or fee, all as specified in the contract or subsequently agreed upon by the City;

- d) In such other manner as the contracting parties may mutually agree; or
- e) In the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this section.

2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this section.

C. CHANGE ORDERS/CONTRACT AMENDMENTS

- 1. Change orders and contract amendments, which provide for the alteration of the provisions of a contract, may be approved by an appropriate person based upon the dollar value of the change or amendment.
- 2. The purchasing categories thresholds designated in Section IV-A shall govern the appropriate level of approval.

D. ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this Policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

E. RIGHT TO INSPECT PLANT

The City may, as its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performances of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

VI. RIGHTS OF CITY COUNCIL

- A. Nothing in this Policy shall be deemed to abrogate, annual, or limit the right of the Council, in the best interests of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good. Any actions taken by the City Council will not violate federal code, state statutes or program requirements.

VII. CITY PROCUREMENT RECORDS

- A. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. For CDBG related activities that retention period

is six years.

VIII. SPECIFICATIONS

A. MAXIMUM PRACTICABLE COMPETITION

1. All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive.
2. This Policy applies to all specifications including, but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

B. USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the City determines that:
 - a) No other design, performance, or qualified product list is available;
 - b) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - c) The nature of the product or the nature of the City requirements makes use of a brand name equivalent specifications suitable for the procurement; or
 - d) Use of brand name or equivalent specification is in the City's best interest.
2. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three or as many different brands as are practicable, as products to those designated may be considered for award.
3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
5. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.

C. BRAND NAME SPECIFICATIONS

1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item will satisfy the City needs.
2. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to

achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section IV-F, Sole Source Purchases.

IX. ETHICS IN PUBLIC CONTRACTING

- A. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall in addition to civil sanctions set forth in this part.
- B. Employee Conflict Of Interest.
1. Participation. It shall be unethical for any City employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:
 - a) The City employee, officer or agent;
 - b) Any member of his immediate family;
 - c) His or her partner; or
 - d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
 2. Blind Trust. A City employee, officer or agent or any member of his family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Contemporaneous Employment Prohibited.
1. It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City of Milton.
- D. Use Of Confidential Information.
1. It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
- E. Gratuities And Kickbacks.
1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
 2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the

award of a subcontract or order.

3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall conspicuously set forth in every contract and solicitation therefore.

F. Sanctions.

1. Employee Sanctions. Upon violation of the ethical standards by an employee, officer or agent of the City, or other appropriate authority may:
 - a) impose one or more appropriate disciplinary actions as defined in the City Personnel Rules and Regulations, up to and including termination of employment; and
 - b) May request investigations and prosecution.
2. Non-employee Sanctions. The Council may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
 - a) Written warnings;
 - b) Termination of contracts; or
 - c) Debarment or suspension from the Bid List as provided in Section XV.

G. Recovery of Value Transferred or Received In Breach of Ethical Standards.

1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this Policy by a City employee or non-employee may be recovered from both the City employee and non-employee.
2. Recovery of Kickbacks by the City of Milton. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable thereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

X. FEDERAL POLICY NOTICE

- A. Patents. If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:
 1. Notice To Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
 2. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.
- B. Notice of Federal Public Policy Requirements.
 1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
 - a) Equal employment opportunity;

- b) Affirmative action;
 - c) Fair labor standards;
 - d) Energy conservation;
 - e) Environmental protection; or
 - f) Other similar socio-economic programs.
2. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

XI. PAYMENT TO VENDORS

All payment to vendors shall also in accordance with the amended “Prompt Payment Act”, Chapter 89-297, Florida Statutes.

XII. MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

- A. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City Council. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the City Council are responsible for implementing this program.
- B. Policy Statement.
- 1. It is the policy goal of the City that two percent (2%) of the Council approved procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (CIPs, equipment, commodities and services) and on the market place. Procurement identified to establish a base for this program is not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.
 - 2. All department and divisions under the jurisdiction of the City Council are responsible for implementing this program and for making every reasonable effort to utilize MBE’s and WBE’s when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women-owned businesses.
 - 3. Regarding the implementation of this Policy, it is the Council’s intent to foster economic development in the City’s area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended or repealed by the City Council, with or without a public hearing, as deemed necessary.
- C. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more

such persons.

D. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.

1. Capital Improvement Projects.

a) Review.

The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs and report their finds to the City Council. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

b) Pre-Bid Activity.

(1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.

(2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.

(3) Upon request available plans and specification will be provided to MBE/WBE associations along with any special instructions on how to pursue bids.

(4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.

(5) Prior to award the Prime Contractor must provide documentation on attempts to solicit participation from MBE/WBE firms.

(6) The Prime Contractor attempts to utilize MBE/WBE firms during the project must be documented as part of the Prime's contract award responsibilities under this program. Documentation to include but not limited to requests for bids, bids received and justification for not utilizing MBE/WBE firms when bid amounts received are comparable.

Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

2. Contractor Responsibilities.

a) Contractors must indicate all MBE/WBEs contacted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.

b) A contractor who determines that an MBE/WBEs, named in the bid submittal, is unavailable or cannot perform, will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.

c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function

when it is responsible for the management and performance of a distinct element of the total work.

- d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
 - e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.
 - f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Council approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.
3. MBE/WBE Contractor Responsibilities.
- a) MBE/WBEs must register with the Purchasing Officer in order to participate in the Minority Business Enterprise Program.
 - b) MBE/WBEs should attend pre-construction conferences to obtain information and technical assistance on project end bid procedures in which they (MBE/WBEs) have submitted bids.
4. Joint Venture Responsibilities.
- a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in the policy.
 - b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program will not be tolerated and may result in termination of participation.
 - c) A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentage of the dollar amount of the work to be performed by the MBE/WBEs.
 - d) Contracts subject to this Policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this Policy on MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Council.

E. Fulfilling MBE/WBE Participation Requirements.

For the purpose of this Policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

XIII. PAYMENT

- A. Payment will be expedited by the Council within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- B. The City will provide work progress payments to all businesses at the completion and

subsequent acceptance by Council representative within various stages of a particular project.

XIV. WAIVER OF BID BOND REQUIREMENTS

The Council may at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City as long as such action does not violate Federal code, State law, Rule 73C-23 or program requirements.

XV. BID LIST

A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

- A. The City staff may remove firms from the bid list for any of the following reasons:
 - 1. Consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen month period; or
 - 2. Failure to update the information on file including address, product or service description or business description.
- B. The Council may remove firms from the bid list for the following reasons:
 - 1. Failure to perform according to contract provisions;
 - 2. Conviction in a court of law of any criminal offense in connection with the conduct of business;
 - 3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts;
 - 4. Clear and convincing evidence that a vendor has attempted to give a Council employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Council's purchasing activity;
 - 5. Violation of circumvention of the Minority Business Enterprise Program; or
 - 6. Other reasons deemed appropriate by the City Council.
- C. This Policy is consistent with the City Purchasing Policy. However, if a conflict is determined to exist, the provisions in this Policy will prevail.

XVI. REPORTING

- A. The Purchasing Officer or appropriate person will report, at least annually, to the Council on the status of the Minority Business Enterprise Program.
- B. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

XVII. SEVERABILITY CLAUSE

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

PASSED AND ADOPTED at the Regular Council Meeting of the City of Milton, in Santa Rosa County, Florida on the ___th day of _____, 2016.

CITY OF MILTON, FLORIDA

Wesley Meiss, Mayor

ATTEST:

Dewitt Nobles, City Clerk

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