

AGENDA
CITY COUNCIL MEETING
9/29/2016
5:00 P.M.

1. **OPEN MEETING**

2. **INVOCATION:** Peter Burmeister, Pine Terrace Baptist Church

3. **PLEDGE OF ALLEGIANCE**

4. ****APPROVAL OF AGENDA FOR ADDITIONAL ITEMS****

- Recommendation for Additional Items from Staff
- Recommendation for Additional Items from Council
 - (a) Council Reports

5. **RECOGNITIONS, SPECIAL PRESENTATIONS AND AWARDS:**

6. **PUBLIC HEARINGS/MEETINGS:**

- 1) 2nd Public Hearing for Millage Rate for FY 2016/2017
 - Adopt Final Millage Rate of 3.2373 for FY 2016/2017
 - Resolution #1381-16, Final Adoption of Millage Rate of 3.2373 for FY 2016/2017 (*Requires vote*)

- 2) 2nd Public Hearing for Budget for FY 2016/2017
 - Adopt Final Budget
 - Resolution #1382-16, Final Adoption of Budget for FY 2016/2017 (*Requires vote*)

- 3) Public Hearing to discuss Sanitation Rates

7. **PERSONS TO APPEAR:**

8. **ORDINANCES, RESOLUTIONS & PROCLAMATIONS:**

1. Ordinance #1438-16, Adoption of Budget for FY 2016/2017 (*2nd Reading*)
2. Ordinance #1439-16, Adoption of Pay Plan Schedule (*2nd Reading*)
3. Ordinance #1440-16, Establishing a New Five Year Sanitation Rate Schedule (*1st Reading*)
4. Resolution #1383-16, Establishing a Fire Service Assessment
5. FY 2016 Budget Adjustment Resolution #1384-16:
 - a) General Fund \$5462. Reallocates funds from General Fund (Fire Department) to Capital Projects Fund for purchase of 3 laptops for Fire Department already allocated this fiscal year.

9. **CITY ATTORNEY'S REPORT**

10. **CITY CLERK'S REPORT**

11. **COUNCIL COMMITTEE ITEMS:**

Finance - Chairman: Councilman Jimmy Messick

Item 329 Purchase of CSX Property

Recommendation Vote Required

COW moved this to Reconvened on Sept 29, 2016 to accept the CSX offer of \$142,000

Cost \$142,000.00 **Funding Source**

TPO REPRESENTATIVE: COUNCILMAN JIMMY MESSICK

TDC REPRESENTATIVE: COUNCILMAN ALAN LOWERY

15. COUNCIL REPORTS:

16. MAYOR REPORT: WESLEY MEISS

17. CITY MANAGER'S REPORT:

18. OTHER BUSINESS:

Item 337 Fountain - Domestic Awareness Month

Description The City of Milton will color the fountain purple for Domestic Awareness Month. This will be a photo and video opportunity with local media to talk about the importance of awareness of domestic violence. Please join us at 3pm on October 4th for this opportunity.

Staff Recommendation Information

For information

Cost \$0.00 Funding Source

Item 313 Police Pension Board Reappointment of Scarlett Ehlers

Description Scarlett Ehlers term expired July 2016 on the Police Pension Board. She is willing to serve another term.

Staff Recommendation Vote Required

Staff recommends reappointment of Scarlett Ehlers to the Police Pension Board for

Cost \$0.00 Funding Source

19. 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

RESOLUTION NO. # 1381-16

**A RESOLUTION OF THE CITY OF MILTON OF
SANTA ROSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVING OF
AD VALOREM TAXES FOR CITY OF MILTON FOR FISCAL YEAR 2017;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Milton of Santa Rosa County, Florida, on September 13, 2016, adopted Fiscal Year Tentative Millage Rates following a public hearing as required by Florida Statute 200.065;

WHEREAS, the City of Milton of Santa Rosa County, Florida, on September 29, 2016, adopted Fiscal Year Final Millage Rates following a public hearing as required by Florida Statute 200.065;

WHEREAS, the City of Milton of Santa Rosa County, Florida, held public hearings as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Santa Rosa County has been certified by the County Property Appraiser to the City of Milton as \$316,326,622.

NOW, THEREFORE, BE IT RESOLVED by the City of Milton of Santa Rosa County, Florida that:

Section 1: The FY2017 operating millage rate is 3.2373 mills, which is less than the rolled-back rate of 3.2575 mills by .62%.

Section 2: This Resolution will take effect immediately upon its adoption.

DULY ADOPTED this _____ Day of _____, 2016.
Time Adopted _____ PM

**City of Milton
Wesley Meiss, Mayor**

ATTESTED:

Dewitt Nobles, City Clerk

RESOLUTION NO. # 1382-16
A RESOLUTION OF THE CITY OF MILTON OF
SANTA ROSA COUNTY, FLORIDA, ADOPTING THE FINAL
BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Milton of Santa Rosa County, Florida, on September 13, 2016 and September 29, 2016, held public hearings as required by Florida Statute 200.065; and
 WHEREAS, the City of Milton of Santa Rosa County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2017 in the amount of \$22,709,350.

	GENERAL	CRA I,II,III	DEBT	CAPITAL	NATURAL	WATER/	SANITATION	OTHER	TOTAL ALL
ESTIMATED REVENUES	FUND	FUNDS	SERVICE	PROJECTS	GAS	SEWER/	FUND	FUNDS	FUNDS
Taxes: Millage per \$1000									
Ad Valorem 3.2373	972,842								972,842
Local Option Gas Tax	304,351			207,806					512,157
Electricity Taxes	685,000								685,000
Communication Service Tax	362,039								362,039
Business Taxes	134,000								134,000
Permits, Fees:									
Electric Franchise Fees	685,000								685,000
Fire Assessments	226,981								226,981
Other licenses & Fees	30,250								30,250
Intergovernmental Revenue	1,343,457	68,820							1,412,277
Charges for Services	882,287	25,200			4,213,200	6,840,500	1,187,000		13,148,187
Fines and Forfeitures	26,950								26,950
Miscellaneous Revenue	231,766				22,000	30,000	500		284,266
Other Funds:									
Stormwater Fund								220,350	220,350
Marina Fund								97,000	97,000
Sundial Fund								320,000	320,000
TOTAL SOURCES	5,884,923	94,020	-	207,806	4,235,200	6,870,500	1,187,500	637,350	19,117,299
Transfers In	3,202,504		319,547						3,522,051
Fund Balances/Reserves/Net Assets		70,000							70,000
TOTAL REVENUES, TRANS	\$9,087,427	\$164,020	\$319,547	\$207,806	\$4,235,200	\$6,870,500	\$1,187,500	\$637,350	\$22,709,350
EXPENDITURES									
General Government	2,591,383								2,591,383
Public Safety	3,797,681								3,797,681
Physical Environment					3,176,001	4,177,274	1,084,377		8,437,652
Transportation	1,035,663			207,806					1,243,469
Debt Service	5,952		319,547		23,463	526,458			875,420
Economic Environment		164,020							164,020
Culture / Recreation	1,225,689								1,225,689
Other Funds:									
Stormwater Fund								220,350	220,350
Marina Fund								97,000	97,000
Sundial Fund								320,000	320,000
TOTAL EXPENDITURES	8,656,368	164,020	319,547	207,806	3,199,464	4,703,732	1,084,377	637,350	18,972,664
Transfers Out	393,420				1,035,736	2,166,768			3,595,924
Fund Balances/Reserves/Net	37,639						103,123		140,762
TOTAL APPROPRIATED EXPENDITURES	\$9,087,427	\$164,020	\$319,547	\$207,806	\$4,235,200	\$6,870,500	\$1,187,500	\$637,350	\$22,709,350
The tentative, adopted, and / or final budgets are on file in the office of the above referenced taxing authority as a public record.									

NOW, THEREFORE, BE IT RESOLVED by the City of Milton of Santa Rosa County, Florida that:

Section 1: The Fiscal Year 2017 Final Budget be adopted.

Section 2: This Resolution will take effect immediately upon its adoption.

DULY ADOPTED this _____ Day of _____, 2016.

Time Adopted _____ PM

 Wesley Meiss, Mayor

ATTEST:

 Dewitt Nobles, City Clerk

RESOLUTION NO: 1383-16

CITY OF MILTON, FLORIDA

FIRE SERVICE ASSESSMENT ANNUAL ASSESSMENT RESOLUTION

PUBLISHED NOTICE OF PUBLIC HEARING JANUARY 6, 2016
ASSESSMENT ROLL POSTED ON CITY WEBSITE JANUARY 14, 2016
PUBLIC HEARING AND ORDINANCE ADOPTION JANUARY 12 and FEBRUARY 9,
2016

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RESOLUTION NO: 1383-16

A RESOLUTION OF THE CITY COUNCIL OF MILTON, FLORIDA, RELATING TO THE AVAILABILITY AND FUNDING OF FIRE PROTECTION AND RELATED ESSENTIAL SERVICES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS WITHIN THE CITY TO FUND, IN PART, THE SERVICES, FACILITIES AND PROGRAMS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION; IDENTIFYING BENEFITS, BURDENS AND COSTS TO BE ASSESSED; ESTABLISHING THE METHOD OF APPORTIONING BENEFITS, BURDENS AND COSTS AMONG SPECIALLY BENEFITED PROPERTY; ADOPTING AN ASSESSMENT ROLL; PROVIDING THE METHOD OF COLLECTION; PROVIDING FOR ASSOCIATED POLICY DIRECTION; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I. INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Milton, Florida is adopted pursuant to Ordinance No. 1428-16 (the "Fire Assessment Ordinance"), Sections 166.21 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Annual Assessment Resolution as defined in the Fire Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Fire Assessment Ordinance, unless the context hereof otherwise requires.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared as follows:

- (A) The constant and continued preparedness to provide fire protection services, facilities and programs possesses a rational relationship to the use and enjoyment of real property by: (1) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of real property; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (4) providing protection for uninsured or underinsured property and property owners; and (5) containing the spread of fire incidents, sometimes occurring on vacant or undeveloped property, with the potential to spread and endanger the structures and occupants of nearby improved property, thereby limiting liability.
- (B) The sharing of benefits, burdens and costs for fire protection services and facilities based upon the replacement value of improvements for each Tax Parcel in the City as compared to the replacement value of improvements for all Tax Parcels in the City could conceivably serve alone as a fair and reasonable means to apportion entirely the Fire Services Assessed Cost. Such approach substantially removes the underlying land values from consideration and reasonably focuses upon the built environment on the land protected by fire services, facilities and programs. This is a direct and logically related means to share benefits, burdens and costs of fire protection services, facilities and programs.
- (C) It is also clear that the relative improvement value of improvements to land may be utilized as one factor among others considered in a given formula or calculus since the resulting Assessments are formed from a reasoned or logical base against which the special benefits, burdens and costs may be multiplied or determined.
- (D) Apportionment on the basis of replacement value derived from the relative improvement value (as determined by data derived from the Tax Roll prepared by the Property Appraiser) recognizes the relatively higher benefit accruing to properties which face greater financial loss in the event of fire incident.
- (E) Besides the advantage of relying upon data prepared by the Property Appraiser in the normal conduct of his or her responsibilities, an approach based in whole or in part upon relative improvement value is also advantageous because it is self-correcting. Relative value of improvements may change from year to year in accordance with market conditions and other factors and such variation will be adjusted automatically each subsequent year in accordance with

the updated improvement value determined by the Property Appraiser. If the improvements on a given Tax Parcel were to increase or decrease in value with the passage of time relative to the updated improvement value city- wide, that Tax Parcel's relative percentage to the total amount assessed for that Tax Parcel and all Tax Parcels would also increase or decrease proportionately.

- (F) The mere availability of fire protection services and facilities benefits each Tax Parcel of real property in the City in a substantially uniform fashion by relieving the common burden placed upon City services and facilities collectively created by individual Tax Parcels whether a fire event occurs or not. Fundamentally, the presence of each Tax Parcel within the City creates a comparable and similar requirement to stand ready to serve and continually maintain a preparedness to provide fire protection and associated services and facilities for all Tax Parcels.
- (G) The City's core preparedness costs are generally those necessary to maintain the readiness of fire personnel to respond in the event of random emergency calls and to assure an effective network of coverage for basic insurance ratings. Such preparedness is continual and predominantly lies in wait for the emergency of a fire incident.
- (H) The Council has carefully considered the information prepared by City Staff describing a special assessment apportionment methodology designed to fund all or some portion of the City's annual budget expenditures corresponding to fixed and variable costs incurred in maintaining common or similar continual readiness to provide fire protection to all parcels and the actual provision of service to all parcels.
- (I) Preparedness costs of lying in wait are largely recurring, almost fixed over the course of a budgetary period, because they are typically associated with wages, salaries, administration, and overhead which support the constant availability of services and facilities. Such core costs must be absorbed even when firefighting capabilities remain exclusively in standby mode.
- (J) Fixed costs can generally be described as those costs incurred in providing services, facilities and programs required for readiness to provide fire protection which do not necessarily vary from parcel to parcel based upon property classification, parcel- specific physical characteristics (improvements) or actual demand in the event of deployment. Variable costs are those dependent upon or which more closely bear a direct relationship to property classification and/or parcel- specific physical characteristics such as replacement value of improvements, and therefore are more likely to vary from parcel to parcel.

- (K) The constant potential for the outbreak of a fire represents the predominant requirement for service. When and where a fire incident occurs is essentially an unknown and a difficult variable to accurately predict. The scale of this potential defines the basic underlying cost of being prepared to limit fire loss and to protect property values. From a policy and public purpose standpoint, preparedness is the predominant activity of the City's fire services and facilities. The City, in this state of readiness, must consider the committable personnel, necessary equipment and facilities, and the time likely required to extinguish a fire (planning or preparing for the potential incident or event) prior to the emergency allocation of direct resources enabling a fire to be extinguished as quickly as possible (deploying to or intervening in the incident or event itself). The amount of resources for fire protection service, facilities and programs made available in such a continual preparedness exercise each year is a public administration and policy decision which necessarily focuses in the aggregate on all property within the City.
- (L) In developing a recurring revenue source to fund a portion of the core fixed cost component of the City's annual budget associated with a continued readiness to provide fire protection services, facilities and programs, it is not necessary to solely focus on the size, value or physical characteristics of individual Tax Parcels for fire protection. Instead, in this context, each individual Tax Parcel contributes similarly to the required state of readiness, and similarly and substantially shares the same benefits from such cost components; and, therefore it is fair and reasonable to ask the owner of each Tax Parcel to contribute equally toward funding all or a portion of the costs associated with such continual readiness to provide fire protection services and facilities.
- (M) The findings contained herein are premised upon information, input, analysis and review from City staff, officials, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon two distinct tiers or classes of apportionment allocation: Tier 1- a sharing of benefits, burdens and costs for fire protection services and facilities on a per Tax Parcel allocation premised upon maintaining a continual state of preparedness and readiness to serve whether or not a request for actual assistance is ever received; and, Tier 2 - a sharing of benefits, burdens and costs for fire protection services and facilities based upon the replacement value of improvements for each Tax Parcel in the City as compared to the value of improvements for all Tax Parcels in the City. Although either of these two tiers might be used singularly to address a significant portion of the budget for special assessment apportionment purposes, together they provide a simplified and

powerful equity tool for the City to fairly and reasonably share assessable benefits, burdens and costs among all assessable Tax Parcels in the City.

- (N) Allocating a portion of the costs attributable to the City's continual readiness to provide fire protection services and facilities on a Tax Parcel basis reasonably avoids cost inefficiencies and unnecessary administration, and is a fair, efficient and reasonable mechanism to allocate such costs among all Tax Parcels.
 - (1) The use of data derived from the Tax Roll (both in form and content), which is a publicly and uniformly maintained database of all Tax Parcels employed by the Property Appraiser and Tax Collector, is an accurate, fair, and efficient means to allocate or distribute Fire Service Assessed Costs associated with standing ready to provide fire protection and associated services and facilities and the provision of said services.
- (P) It is fair, reasonable, effective, and efficient for all Tax Parcels, including statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability, to share equally in the core fixed costs represented by the special assessments to be imposed hereby, particularly since such costs are not necessarily dependent upon or determined by physical characteristics or demand in the event of deployment.
- (Q) It is also fair and reasonable that some portion of fixed costs and variable costs be shared and distributed among Tax Parcels, including statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability, using the apportionment methods which are weighted more heavily on the Fire Assessment Roll (using data from the Tax Roll) toward physical characteristics, such as those represented by the replacement value of improvements.
- (R) City Staff has reviewed current and prior year budget information related to the provision of fire protection services and facilities and conducted a reasoned analysis of advanced life support services ("ALS"), to avoid any question that the Fire Service Assessed Cost improperly includes emergency medical services other than first response medical services routinely delivered by fire fighters. This is a well-considered means to isolate such advanced life support medical services from fire service related responses and avoid debate as to case law validity of the resulting Fire Services Assessment.
- (S) City Staff has reviewed current and prior budget information related to the provision of fire protection services and facilities and conducted a reasoned analysis of preparedness and provision

cost budget components, resulting in the determination that all Tax Parcels benefit in a substantially uniform manner from services, facilities and programs characterized as fixed and otherwise necessary to provide a continual readiness to provide fire protection. City Staff has determined that a portion of the fire department budget could be reasonably allocated per Tax Parcel to preparedness cost expenditures incurred in maintaining readiness to provide fire protection and associated services and facilities (Tier 1); and a portion of the fire department budget could be reasonably allocated to both fixed and variable cost expenditures of the actual provision of services based upon the replacement value of improvements associated with each Tax Parcel (Tier 2).

- (T) It is fair and reasonable to fund all or a portion of the Fire Services Assessed Cost on the basis of the replacement value of improvements associated with each Tax Parcel compared to the total replacement value of all improvements in the City in order to recognize the proportional benefit accruing to properties which face greater financial loss in the event of fire incident.
- (U) It is fair and reasonable to multiply the established budget for fire protection services, facilities and programs by an identified proportion of the costs associated with the continual readiness to provide fire protection, in order to determine a proportional amount of the estimated budget allocable to such costs; and, then divide such amount by the total number of Tax Parcels within the City in order to determine the proposed annual rate of assessment per Tax Parcel in an attempt to uniformly and proportionally fund such preparedness costs.
- (V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may alternatively determine to fund all or some discrete portion of an essential service or improvement, such as fire protection services, facilities and programs, with the general fund or other legally available revenues. The determination as to whether to contribute other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.
- (W) There is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. Stated in the alternative, the City Council may annually determine as a tax equity tool to impose special assessments at a rate less than necessary to fund all or any specific portion of the costs which might otherwise be funded by special assessments associated with fire protection services and facilities. Costs incurred in providing fire protection services, facilities and programs not otherwise funded

through Fire Services Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the validity of each apportionment approach used for the remaining portion of the budget attributed to the Fire Service Assessed Cost. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of special assessment exceed that previously noticed to the affected land owners without further notice and public hearing pursuant to the Fire Assessment Ordinance.

- (X) The City Council is cognizant that any system, metric or analytical view of appraising benefits or assessing costs will be open to some criticism or suggestion of alternative methods or approaches, and has labored to educate itself as to the facts, analysis, law and policy latitudes available to it in determining the Fire Services Assessed Cost and the rate of the Fire Services Assessment and approving the Fire Services Assessment Roll.
- (Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs represented by the assessment rates and Fire Services Assessments hereby adopted, are reasonably characterized as necessary for providing the continual readiness to provide fire protection, notwithstanding whether fire incidents or fire calls materialize or not; and, is hereby determined to be a fair and reasonable means to annually allocate and share such benefits, burdens and costs.
- (Z) The benefits derived or burdens relieved from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subjected to the Fire Services Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.
- (AA) The City Council hereby finds and determines that the Fire Services Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding associated fire protection services and facilities by fairly and reasonably allocating a portion of the cost thereof among specially benefited property.

ARTICLE II. NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT.

- (A) The estimated Fire Service Assessed Cost to be recovered through Fire Service Assessments for the Fiscal Year commencing October 1, 2016 is \$226,981. (\$181,584.80 for Tier 1- per Tax Parcel for readiness to serve; and \$45,396.20 for Tier 2 - relative value of improvement for each Tax Parcel) The total is derived from the average of actual operating and capital costs from the previous four (4) years, with approximately eighty percent (80%) reasonably allocated to Tier 1; and twenty percent (20%) reasonably allocated to Tier 2. Parcel information is based on the previous years certified tax roll provided annually by the Santa Rosa County Property Appraiser.
- (B) The Fire Service Assessments established in this Annual Assessment Resolution are determined by the assessment rates prepared for consideration by the public and City Council in the preparation of the Fire Service Assessment Roll for the Fiscal Year commencing October 1, 2016.
- (C) The rate of Fire Services Assessment is \$41.54 per Tax Parcel (Tier 1), plus \$0.08 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 2).
- (D) The administrative costs to be recovered through the Fire Service Assessments for the Fiscal Year Commencing October 1, 2016 is \$0.00.
- (E) A Public Hearing was held on January 12, 2016.

SECTION 2.02. FIRE SERVICES ASSESSMENT ROLL.

- (A) The Assessment Coordinator has prepared a preliminary Fire Service Assessment Roll that contains the following information:
 - (1) A summary description of each Tax Parcel (conforming to the description contained on the Tax Roll maintained by the Property Appraiser for the purpose of levying and collecting ad valorem taxes) which is intended to be subject to the Fire Service Assessment;
 - (2) The name of the owner of record of each Tax Parcel, as shown on the Tax Roll; and

- (3) The proposed amount of the total Fire Service Assessment for each affected Tax Parcel for the fiscal year as referenced in Section 2.01, exclusive of anticipated costs of collection and administration.
- (B) In the event the City also imposes or collects an impact fee upon new growth or development for capital improvements related to fire protection, the special assessments provided for hereunder shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.
- (C) Copies of the Fire Assessment Ordinance, this Resolution and the preliminary Fire Services Assessment Roll have been made available in the City Clerk's office at 6738 Dixon Street, Milton, Florida or have been open to public inspection in a manner consistent with the Fire Assessment Ordinance. The amount of the proposed Assessment for each Tax Parcel has been noticed through the City's website and accessible through the internet at www.miltonfl.org.
- (D) In the event the Assessment Coordinator makes any corrections, exemptions, administrative hardship deferrals or other modifications to the Assessment Roll authorized by the Fire Assessment Ordinance, this Resolution or otherwise, all funding for such changes to the Assessment Roll shall be funded by legally available funds other than direct proceeds of the Fire Services Assessment. Such changes shall not require any recalculation or change in the rate or rates of assessment otherwise considered or adopted pursuant to the Assessment Ordinance or any Annual Assessment Resolution.

SECTION 2.03. NOTICE BY PUBLICATION. The Assessment Coordinator directed the publication of notice of a public hearing in the manner and time provided in the Fire Assessment Ordinance. Proof of publication of the notice is attached hereto as Appendix A.

SECTION 2.04. PUBLIC HEARING. A public hearing was held (reference Section 2.01) in Council Chambers at City Hall, 6738 Dixon Street, Milton, Florida, at which time the Council received and considered information and comments on the Fire Services Assessment from City officials, staff and advisors, as well as the public and affected property owners, and considered imposing Fire Services Assessments and the method of collection thereof as required by the Fire Assessment Ordinance.

ARTICLE III. ASSESSMENTS

SECTION 3.01. IMPOSITION THROUGHOUT CITY. Upon adoption hereof, Fire Services Assessments are to be imposed throughout the entire area within the boundaries of the City and this Resolution shall be deemed to be adopted and confirmed for all purposes.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Service Assessments shall be imposed against Tax Parcels located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Resolution. When imposed, the Fire Services Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments as provided in the Assessment Ordinance.

SECTION 3.03. APPORTIONMENT APPROACH.

- (A) As provided for herein, the Fire Services Assessed Cost shall be apportioned among all Tax Parcels within the City. The estimated Fire Services Assessed Cost and rate of Fire Services Assessment shall be that described in Section 2.01 hereof.
- (B) It is hereby ascertained, determined, and declared that the method of determining the Fire Service Assessments as set forth in this Annual Assessment Resolution is a fair and reasonable method of apportioning the Fire Services Assessed Cost among Tax Parcels of Assessed Property located within the City.
- (C) The Fire Services Assessment Roll is hereby approved.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Services Assessments, after payment of costs and expenses associated with collection and administration of the Assessments, shall be utilized for the provision of fire protection related services, facilities, and programs associated with maintaining continual readiness to serve and the provision of service. In the event there is any fund balance remaining at the end of the Fiscal Year, such

balance shall be carried forward and used only to fund costs associated with fire protection related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS; VALIDATION.

- (A) Unless otherwise determined by the City Council, collection of the Fire Services Assessments shall take place pursuant to the uniform method of collection described in Article III of the Assessment Ordinance.
- (B) The amount of the Assessment billed to each owner of Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Assessments.
- (C) Capital equipment and facilities are fundamental components to the preparedness necessary to continually stand ready to provide fire protection services, facilities and programs. Following adoption of this Annual Assessment Resolution, but prior to the date on which the Fire Service Assessment Roll is certified for collection, the Assessment Coordinator and counsel for the City are directed and authorized to promptly institute proceedings pursuant to Chapter 75, Florida Statutes, if applicable, for validation of any Obligations to be secured by the Assessments. Unless directed otherwise by resolution of the City Council, the imposition and collection of Assessments as provided herein shall be contingent upon the validation of any such Obligations and the appeal period having expired without an appeal having been taken and/or any appeal having been resolved in favor of the City. Any Obligations issued by the City shall contain a covenant by the City to adopt an Annual Assessment Resolution imposing Assessments for each Fiscal Year until the Obligations have been paid in full.

SECTION 3.06. EXEMPTION.

- (A) The City Council reserves the right and ability in the future to find and hold exempt from Fire Services Assessments, any Tax Parcel or property.
- (B) Using legally available funds other than the proceeds of the Fire Services Assessments, the City shall otherwise fund or contribute an amount equal to the Fire Services Assessments that would have been otherwise derived from such exempt Tax parcels or properties.
- (C) The following Tax Parcel classifications are special designations used by the Property Appraiser for recordkeeping purposes and do not represent actual or assessable Tax Parcels and are not

subject to the Fire Service Assessments contemplated hereunder: (1) common element, (2) header record, and (3) notes parcel.

- (D) Certain Tax Parcels associated with the following classifications used by the Property Appraiser typically do not receive a special benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess, and therefore are not subject to the Fire Services Assessments contemplated hereunder: (1) subsurface rights, (2) right-of-way, (3) rivers, lakes & submerged land, (4) sewage disposal & waste lands.
- (E) Certain Extra Features associated with the following classifications used by the Property Appraiser which have been determined to receive no benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess are not subject to the Fire Services Assessments contemplated hereunder: (1) Asphalt, (2) Brick Paving, (3) Cell Site, (4) Concrete, (5) Driveway, (6) Helicopter Pad, (7) MH Park Site, (8) MH Site, (9) MH Vacant Site, (10) Parking Space, (11) Patio, (12) Pavement, (13) Swimming Pool, and (14) Walkway.
- (E) The foregoing classifications of properties and/or features are reasonably determined to be inappropriate, infeasible or impracticable to assess, and either benefit marginally or create a lesser or nominal demand or burden on the City's costs associated with readiness to serve, and do not merit the expenditure of public funds to impose or collect the Fire Services Assessments. The Assessment Coordinator, or designee, is authorized and directed to use sound judgment in extending such determinations and guidance as the Fire Services Assessment Roll is collected.
- (G) The City Council reserves the right and ability in the future to impose Fire Services Assessments against the properties and features indicated in the foregoing, to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07. EFFECT OF ANNUAL ASSESSMENT RESOLUTION.

The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of City Council's adoption of this Annual Assessment Resolution.

ARTICLE IV. GENERAL PROVISIONS

SECTION 4.01. AUTHORIZATIONS. The Mayor and any member of the City Council, the City Manager, the City Attorney, the Clerk, the Fire Chief and such other officials, employees or agents of the City as may be designated by the City Manager are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the imposition and collection of the Fire Services Assessments contemplated hereunder, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 4.02. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.03. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.04. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption. ADOPTED THIS _____ day of _____, 20____

**CITY COUNCIL OF
CITY OF MILTON**

By: _____
Wesley Meiss, Mayor

ATTEST:

Dewitt Nobles, City Clerk

APPROVED:

Heather Lindsay, City Attorney

NOTICE OF PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA, TO CONSIDER ADOPTION, LEVY, AND IMPOSITION OF CERTAIN SPECIAL ASSESSMENTS AGAINST REAL PROPERTY TO DEFRAY COSTS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION AND TO USE UNIFORM METHOD OF COLLECTING SUCH ASSESSMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Milton, Florida, will hold a public hearing at the City Council Meeting on Tuesday, January 12, 2016 at 5:00 p.m.; and on Tuesday, February 9, 2016 at 5:00 p.m. or as soon thereafter as may be heard, at City Hall, 6738 Dixon St, Milton, Florida, for the purpose of hearing interested parties with respect to the following proposed special assessments.

The City of Milton is in the process of establishing a dedicated funding source for the provision of fire protection services and facilities through the imposition of non-ad valorem assessments, sometimes referred to as special assessments, against certain improved and vacant real property located within the City limits.

Proposed Schedule of Assessment: The special assessments, if approved by the City Council, will be allocated among assessable tax parcels according to a two-tiered methodology pursuant to which a portion of the costs attributable to the City's continual readiness to provide fire protection services to be shared equally among all the parcels on a per parcel basis (Tier I), and a portion of the remaining costs of service availability will be shared in accordance with the relative value of improvements for each tax parcel in the City as compared to the value of improvements for all tax parcels in the City (Tier II).

Uniform Collection through the Tax Collector: The assessment will be collected pursuant to the tax bill collection method as authorized by Section 197.3632, Florida Statutes, in which case the annual assessment may include fees imposed by the county property appraiser and tax collector and may be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes.

Right to Appear: All affected property owners have the right to appear at the public hearing and to file written comments and objections with the City Council within 20 days of publication of this Notice. Written comments and objections should be sent to the City of Milton City Hall, P.O. Box 909, Milton, FL 32572, Attn: Dewitt Nobles, City Clerk.

Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the City Council with respect to any matter considered at this public meeting, such person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Persons with a disability, such as vision, hearing, or speech impairment, or persons needing other types of assistance, and who wish to attend City Council meetings or any other board or committee meeting, should contact the City Clerk in writing, or may call (850) 983-5411 for information regarding available aids and services.

Geographic Property Subject to Fire Assessment:



Dewitt Nobles, CITY CLERK
City of Milton, Florida

RESOLUTION NO. # 1384-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON,
FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET, CHANGING
THE ESTIMATED TOTAL REVENUES AND EXPENDITURES
OF VARIOUS FUNDS
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, changes in anticipated revenues and expenditures of the City of Milton, necessitates a revision of the Appropriations for Fiscal Year 2016.

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

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

FUND: General Fund		DEPARTMENT: Fire		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0522-522-41-00	Fire / Communication Services	22,335	(5,462)	16,873
001-0581-581-91-31	Transfer to Captial Projects	194,849	5,462	200,311
301-0514-514-64-07	Misc. Equipment	9,349	5,462	14,811
LINE ITEM TOTAL-----			5,462	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
301-0000-381-01-00	Transfer from General Fund	134,849	5,462	140,311
LINE ITEM TOTAL-----			5,462	
COMMENTS/EXPLANATION: Reallocates funds from General Fund (Fire Department) to Capital Projects Fund for purchase of 3 laptops for Fire Department already allocated this fiscal year.				

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

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

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

Passed and adopted this _____ day of _____, 20____, by the Milton City Council of the City of Milton, Florida.

By: _____
Wesley Meiss, Mayor

ATTEST:

Dewitt Nobles, City Clerk

ORDINANCE NO. 1440-16

AN ORDINANCE OF THE CITY OF MILTON, FLORIDA, ESTABLISHING A NEW FIVE (5) YEAR SANITATION RATE SCHEDULE, AND AMENDING RESOLUTION NO. 1386-16, ATTACHMENT A ACCORDINGLY, REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ENACTED by the City Council of the City of Milton, Florida:

SECTION 1: The five (5) year Sanitation rate and fee schedule are established as set forth on Exhibit "A" attached hereto and made a part hereof by reference.

SECTION 2: Attachment (A) of the City of Milton Resolution No. 1386-16 is hereby amended to read in accordance with Exhibit "A".

SECTION 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4: Should any portion of this ordinance be declared invalid or unconstitutional, the remaining portion or portions shall remain unaffected.

SECTION 5: This ordinance shall take effect immediately upon its passage by the City Council.

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

THE CITY OF MILTON, FLORIDA

BY: _____
Mayor

ATTEST:

City Clerk

FIRST READING: _____

DATE OF PUBLICATION: _____

SECOND READING: _____

**Legal in form and valid when signed by
City Attorney**

Heather Lindsay

ATTACHMENT "A"

Solid Waste Rates & Fees:

1. Monthly Rates:

User Type	Collection Fee	Disposal Fee	Total
a. Residential: (Single family housing/ mobile housing)			
Year:			
2017	\$13.46	\$3.23	\$16.69
2018	\$13.46	\$3.32	\$16.78
2019	\$13.46	\$3.41	\$16.87
2020	\$13.46	\$3.49	\$16.96
2021	\$13.46	\$3.54	\$17.00
b. Residential – outside City			
Year:			
2017	\$17.51	\$3.23	\$20.74
2018	\$17.51	\$3.32	\$20.83
2019	\$17.51	\$3.41	\$20.92
2020	\$17.51	\$3.49	\$21.01
2021	\$17.51	\$3.54	\$21.05
c. Apartments:			
1) If tenant is responsible:	\$13.46	\$2.84	\$16.30
2) If owner is responsible:	Dumpster rates based on size & schedule selected.		
d. Commercial w/1 can:			
Year:			
2017	\$27.16	\$3.23	\$30.39
2018	\$27.16	\$3.32	\$30.48
2019	\$27.16	\$3.41	\$30.57
2020	\$27.16	\$3.49	\$30.66
2021	\$27.16	\$3.54	\$30.70
e. Commercial w/2 cans:			
Year:			
2017	\$33.33	\$6.46	\$39.79
2018	\$33.33	\$6.64	\$39.96
2019	\$33.33	\$6.81	\$40.14
2020	\$33.33	\$6.99	\$40.32
2021	\$33.33	\$7.08	\$40.41

f. Commercial w/3 cans:

Year:			
2017	\$38.49	\$9.69	\$48.18
2018	\$38.49	\$9.95	\$48.45
2019	\$38.49	\$10.22	\$48.71
2020	\$38.49	\$10.48	\$48.98
2021	\$38.49	\$10.62	\$49.11

g. Commercial w/ dumpsters: Rates for dumpsters will be as follows.

Rates for joint use will be divided between customers as to their mutual agreement. A \$1.00 service charge will be added to each bill.

Size	Pick-Ups/Wk	Collection Fee	Disposal Fee	Total
2 yd	2x			
Year:				
2017		\$46.38	\$18.93	\$65.31
2018		\$46.38	\$19.45	\$65.83
2019		\$46.38	\$19.96	\$66.35
2020		\$46.38	\$20.48	\$66.86
2021		\$46.38	\$20.75	\$67.13
2yd	3x			
Year:				
2017		\$70.07	\$28.39	\$98.46
2018		\$70.07	\$29.17	\$99.24
2019		\$70.07	\$29.95	\$100.02
2020		\$70.07	\$30.72	\$100.80
2021		\$70.07	\$31.12	\$101.19
2yd	4x			
Year:				
2017		\$96.76	\$37.85	\$134.62
2018		\$96.76	\$38.89	\$135.65
2019		\$96.76	\$39.93	\$136.69
2020		\$96.76	\$40.97	\$137.73
2021		\$96.76	\$41.49	\$138.25
2yd	5x			
Year:				
2017		\$118.45	\$47.32	\$165.77
2018		\$118.45	\$48.61	\$167.07
2019		\$118.45	\$49.91	\$168.36
2020		\$118.45	\$51.21	\$169.66
2021		\$118.45	\$51.86	\$170.32

Size	Pick-Ups/Wk	Collection Fee	Disposal Fee	Total
4yd	2x			
Year:				
2017		\$65.76	\$37.85	\$103.62
2018		\$65.76	\$38.89	\$104.65
2019		\$65.76	\$39.93	\$105.69
2020		\$65.76	\$40.97	\$106.73
2021		\$65.76	\$41.49	\$107.25
4yd	3x			
Year:				
2017		\$95.14	\$56.78	\$151.92
2018		\$95.14	\$58.34	\$153.48
2019		\$95.14	\$59.89	\$155.04
2020		\$95.14	\$61.45	\$156.59
2021		\$95.14	\$62.24	\$157.38
4yd	4x			
Year:				
2017		\$132.52	\$75.71	\$208.23
2018		\$132.52	\$77.78	\$210.31
2019		\$132.52	\$79.86	\$212.38
2020		\$132.52	\$81.93	\$214.46
2021		\$132.52	\$82.98	\$215.51
4yd	5x			
Year:				
2017		\$166.91	\$94.64	\$261.54
2018		\$166.91	\$97.23	\$264.13
2019		\$166.91	\$99.82	\$266.73
2020		\$166.91	\$102.41	\$269.32
2021		\$166.91	\$103.73	\$270.63
6yd	2x			
Year:				
2017		\$85.14	\$56.78	\$141.92
2018		\$85.14	\$58.34	\$143.48
2019		\$85.14	\$59.89	\$145.04
2020		\$85.14	\$61.45	\$146.59
2021		\$85.14	\$62.24	\$147.38
6yd	3x			
Year:				
2017		\$127.21	\$85.17	\$212.39

2018		\$127.21	\$87.51	\$214.72
2019		\$127.21	\$89.84	\$217.05
2020		\$127.21	\$92.17	\$219.39
2021		\$127.21	\$93.36	\$220.57
6yd Year:	4x			
2017		\$170.29	\$113.56	\$283.85
2018		\$170.29	\$116.67	\$286.96
2019		\$170.29	\$119.79	\$290.07
2020		\$170.29	\$122.90	\$293.18
2021		\$170.29	\$124.47	\$294.76
6yd Year:	5x	\$211.36	\$124.64	\$336.00
2017		\$211.36	\$141.95	\$353.31
2018		\$211.36	\$145.84	\$357.20
2019		\$211.36	\$149.73	\$361.09
2020		\$211.36	\$153.62	\$364.98
2021		\$211.36	\$155.59	\$366.95
8yd Year:	2x			
2017		\$103.52	\$75.71	\$179.23
2018		\$103.52	\$77.78	\$181.31
2019		\$103.52	\$79.86	\$183.38
2020		\$103.52	\$81.93	\$185.46
2021		\$103.52	\$82.98	\$186.51
8yd Year:	3x			
2017		\$155.29	\$113.56	\$268.85
2018		\$155.29	\$116.67	\$271.96
2019		\$155.29	\$119.79	\$275.07
2020		\$155.29	\$122.90	\$278.18
2021		\$155.29	\$124.47	\$279.76
8yd Year:	4x			
2017		\$207.05	\$151.42	\$358.46
2018		\$207.05	\$155.56	\$362.61
2019		\$207.05	\$159.71	\$366.76
2020		\$207.05	\$163.86	\$370.91
2021		\$207.05	\$165.96	\$373.01

8yd	5x			
Year:				
2017		\$257.81	\$189.27	\$447.08
2018		\$257.81	\$194.46	\$452.27
2019		\$257.81	\$199.64	\$457.45
2020		\$257.81	\$204.83	\$462.64
2021		\$257.81	\$207.46	\$465.27

10yd	2x			
Year:				
2017		\$137.91	\$94.64	\$232.54
2018		\$137.91	\$97.23	\$235.13
2019		\$137.91	\$99.82	\$237.73
2020		\$137.91	\$102.41	\$240.32
2021		\$137.91	\$103.73	\$241.63

10yd	3x			
Year:				
2017		\$178.36	\$141.95	\$320.31
2018		\$178.36	\$145.84	\$324.20
2019		\$178.36	\$149.73	\$328.09
2020		\$178.36	\$153.62	\$331.98
2021		\$178.36	\$155.59	\$333.95

10yd	4x			
Year:				
2017		\$235.81	\$189.27	\$425.08
2018		\$235.81	\$194.46	\$430.27
2019		\$235.81	\$199.64	\$435.45
2020		\$235.81	\$204.83	\$440.64
2021		\$235.81	\$207.46	\$443.27

10yd	5x			
Year:				
2017		\$293.26	\$236.59	\$529.85
2018		\$293.26	\$243.07	\$536.33
2019		\$293.26	\$249.55	\$542.82
2020		\$293.26	\$256.04	\$549.30
2021		\$293.26	\$259.32	\$552.58

h. Extra Pick-up Rates:

2yd	\$35.00/pick-up
4yd	\$50.00/pick-up
6yd	\$70.00/pick-up
8yd	\$85.00/pick-up

10yd \$95.00/pick-up

i. Temporary Use Dumpster Rates:

2yd \$24.00/up to 3 days + \$8.00/day past 3rd day
 4yd \$36.00/up to 3 days + \$12.00/day past 3rd day
 6yd \$48.00/up to 3 days + \$16.00/day past 3rd day
 8yd \$60.00/up to 3 days + \$20.00 day past 3rd day
 10yd \$72.00/up to 3 days + \$24.00/day past 3rd day

j. Compactor Rates:

Size	Pick-Ups/Wk	Collection Fee	Disposal Fee	Total
C4x2/4yd	2x			
Year:				
2017		\$328.36	\$37.85	\$366.22
2018		\$328.36	\$38.89	\$367.25
2019		\$328.36	\$39.93	\$368.29
2020		\$328.36	\$40.97	\$369.33
2021		\$328.36	\$41.49	\$369.85
C4x3/4yd	3x			
Year:				
2017		\$439.81	\$56.78	\$496.59
2018		\$439.81	\$58.34	\$498.15
2019		\$439.81	\$59.89	\$499.71
2020		\$439.81	\$61.45	\$501.26
2021		\$439.81	\$62.24	\$502.05
C4x4/4yd	4x			
Year:				
2017		\$566.74	\$75.71	\$642.45
2018		\$566.74	\$77.78	\$644.53
2019		\$566.74	\$79.86	\$646.60
2020		\$566.74	\$81.93	\$648.68
2021		\$566.74	\$82.98	\$649.73
C4x5/4yd	5x			
Year:				
2017		\$686.09	\$94.64	\$780.72
2018		\$686.09	\$97.23	\$783.31
2019		\$686.09	\$99.82	\$785.91
2020		\$686.09	\$102.41	\$788.50
2021		\$686.09	\$103.73	\$789.81

C6x2/6yd	2x			
Year:				
2017		\$435.06	\$56.78	\$491.84
2018		\$435.06	\$58.34	\$493.40
2019		\$435.06	\$59.89	\$494.96
2020		\$435.06	\$61.45	\$496.51
2021		\$435.06	\$62.24	\$497.30
C6x3/6yd	3x			
Year:				
2017		\$593.25	\$85.17	\$678.43
2018		\$593.25	\$87.51	\$680.76
2019		\$593.25	\$89.84	\$683.09
2020		\$593.25	\$92.17	\$685.43
2021		\$593.25	\$93.36	\$686.61
C6x4/6yd	4x			
Year:				
2017		\$751.45	\$113.56	\$865.01
2018		\$751.45	\$116.67	\$868.12
2019		\$751.45	\$119.79	\$871.23
2020		\$751.45	\$122.90	\$874.34
2021		\$751.45	\$124.47	\$875.92
C6x5/6yd	5x			
Year:				
2017		\$909.61	\$141.95	\$1,051.56
2018		\$909.61	\$145.84	\$1,055.45
2019		\$909.61	\$149.73	\$1,059.34
2020		\$909.61	\$153.62	\$1,063.23
2021		\$909.61	\$155.59	\$1,065.20
C8x2/8yd	2x			
Year:				
2017		\$529.76	\$75.71	\$605.47
2018		\$529.76	\$77.78	\$607.55
2019		\$529.76	\$79.86	\$609.62
2020		\$529.76	\$81.93	\$611.70
2021		\$529.76	\$82.98	\$612.75
C8x3/8yd	3x			
Year:				
2017		\$726.81	\$113.56	\$840.37
2018		\$726.81	\$116.67	\$843.48
2019		\$726.81	\$119.79	\$846.59
2020		\$726.81	\$122.90	\$849.70

2021		\$726.81	\$124.47	\$851.28
C8x4/8yd	4x			
Year:				
2017		\$923.85	\$151.42	\$1,075.26
2018		\$923.85	\$155.56	\$1,079.41
2019		\$923.85	\$159.71	\$1,083.56
2020		\$923.85	\$163.86	\$1,087.71
2021		\$923.85	\$165.96	\$1,089.81
C8x5/8yd	5x			
Year:				
2017		\$1,120.92	\$189.27	\$1,310.19
2018		\$1,120.92	\$194.46	\$1,315.38
2019		\$1,120.92	\$199.64	\$1,320.56
2020		\$1,120.92	\$204.83	\$1,325.75
2021		\$1,120.92	\$207.46	\$1,328.38

Note: The Customer has the option to contract with the City to build a site specific loading platform at the City's cost.

k. Senior Citizen Low Income Discount: The City will allow a 20% discount off the Standard Residential Rate to qualified Senior Citizen low-income persons.

l. Excessive Amounts of Yard Trash: When it has been determined that a customer has an excessive amount of yard trash as defined in Section 40-36 of the Code of Ordinances, the following fees will apply subject to the customers approval.

- Up to 4 cubic yards = \$15.00
- 4 to 6 cubic yards = \$25.00
- City will not haul any amount greater than 6 cubic yards

Prior to any pickup of excessive amounts, the customer will fill out and sign a Permission to Pickup Excessive Yard Trash form. Based on this information, the customer will be billed for the charges in the next scheduled billing cycle.

m. Recycling Fees: Monthly Fee of \$5.00

PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o CSX Real Property, Inc. - J915, 6737 Southpoint Drive South, Jacksonville, Florida 32216-6177, hereinafter called the "Seller", and the CITY OF MILTON, a Florida municipality within Santa Rosa County, Florida, whose post office address is P.O. Box 909, Milton, Florida 32572, hereinafter called the "Buyer", provides:

1. PURCHASE AND SALE: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, ("Premises"), containing 0.84 acres, more or less, pursuant to and in accordance with the terms and conditions of this Agreement. The Premises is located in Milton, County of Santa Rosa, State of Florida.

2. PRICE:

2.1 The purchase price for the Premises is ONE HUNDRED FORTY TWO THOUSAND AND NO/100 U.S. DOLLARS (\$142,000.00) (hereinafter the "Purchase Price").

3. DEPOSIT:

3.1 A non-interest bearing deposit payable to the order of Seller in the amount of FOURTEEN THOUSAND TWO HUNDRED AND NO/100 U.S. DOLLARS (\$14,200.00) (hereinafter the "Deposit") accompanies Buyer's execution of this Agreement. The balance of the Purchase Price shall be paid at settlement or closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller.

3.2 The Deposit shall be applied to the Purchase Price at Closing. The Deposit shall be refunded to Buyer only in the event Buyer's Offer (as defined hereinafter) is not accepted by Seller or upon termination as provided for in the Agreement.

3.3 If Buyer fails to close pursuant to Section 9 or perform in accordance with the terms hereof, Buyer agrees and consents that the Deposit shall be forfeited to and retained by Seller.

4. OFFER, ACCEPTANCE, CONTRACT:

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of TWENTY (20) days from the date of Buyer's acceptance of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement (the "Execution Date"). Failure of Seller to accept Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void, and the Deposit shall be returned to Buyer.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated

as an original.

5. DUE DILIGENCE PERIOD:

5.1 Buyer shall have a period of THIRTY (30) days from the Execution Date to complete all inspections and investigations, including but not limited to Sections 7, 8, 10, 13 and 14 herein (hereinafter the "Due Diligence Period").

5.2 If for any reason Buyer is not satisfied with the results of any inspection or investigation, the Buyer must, within the Due Diligence Period, deliver to Seller written notice of cancellation cancelling this Agreement, and the Deposit shall be refunded to Buyer. If terminated, Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

5.3 Buyer's failure to deliver a notice of cancellation to Seller within the Due Diligence Period shall be considered Buyer's acceptance of the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition.

6. DEED:

6.1 As early as practicable after the Execution Date, Seller will prepare and submit to Buyer, for Buyer's comments, a form of deed in conformance with the terms of this Agreement to convey the Premises to Buyer. Buyer shall have a period of five (5) business days after receipt of said deed to examine same and notify Seller of any comments. If no comments are received within the five (5) day period, Buyer shall be deemed to have approved the deed in the form submitted. Seller shall have no obligation to modify the deed to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

6.2 The conveyance shall be by quitclaim deed conveying all of Seller's right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

6.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial or commercial purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that

could be consumed by a human) or (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

FENCING: Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

Prior to commencement of any development or construction on the Premises, Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the SOUTHEASTERLY property line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad operating property. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining operating property.

DRAINAGE: Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the adjacent railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

CLEAR SIGHT ZONE: Grantee, for itself, its successors and assigns, hereby covenants and agrees that, for so long as the property adjacent to the Premises contains an operated and operable track and line of railroad, neither Grantee, nor its successors and assigns, shall erect, or cause to be erected, any building or structure on that portion of the Premises within a distance of * feet from the intersection of centerline with Grantor's track with the centerline of Elmira Street, in order to maintain proper sight clearance for the safe operation of Grantor's trains, locomotives and rail equipment; nor shall Grantee, its successors and assigns, amend, alter or modify any survey description of the clear sight area, nor cause the same to be amended, altered or modified.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

NOISE, LIGHT, FUME, VIBRATION ABATEMENT: Grantee, its successors and assigns, by acceptance of this deed, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Premises and the adjacent land(s) of Grantor or any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Grantee assumes all liability and responsibility respecting noise, light, fume or vibration abatement or reduction structures and covenants not to sue Grantor, its successors or assigns for existence of the noise, light, fumes and vibrations from Grantor's operations. Grantee acknowledges that the Grantor's adjacent railroad operation is a 24-hour a day, seven day a week continuous operation that may create

noise, vibration, light, smoke and other inconveniences.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

6.4 Seller shall except and reserve unto itself as Grantor, its successors and assigns, the following easements, rights and interests:

EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

7. TITLE SEARCH, INSURANCE:

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

7.3 As information, Seller's source of title to the Premises is believed to be:

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK/PAGE</u>
Richards, W.M. and Annie B.	8/16/1913	A-13/228

This information is provided solely to assist Buyer in reviewing title to the Premises and is not intended to, and shall not be relied upon, by Buyer.

8. SURVEY:

8.1 Buyer shall obtain a survey of the Premises conforming to applicable State minimum technical requirements at Buyer's expense.

8.2 Within the Due Diligence Period, Buyer shall furnish Seller with a metes and bounds description of the Premises in electronic format, and three (3) prints of a survey plat acceptable to Seller and to the Recorder of Deeds for the County or City in which the Premises is located, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers.

9. CLOSING: Closing hereunder shall be held within FIFTEEN (15) days of following expiration of the Due Diligence Period. Seller and Buyer agree that the Closing may occur via delivery of funds and closing documents or at such other place as may be mutually agreeable to Seller and Buyer. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement.

10. POSSESSION: Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by

notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record):

- (i) Leases
 - None
- (ii) Licenses
 - None
- (iii) Other Occupancies or Limitations
 - None
- (iv) Easements
 - None

During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. Likewise, during the term of this Agreement, should leases or licenses listed in (i) or (ii) above be determined to cover a continuing Seller obligation, said lease or license will be retained by Seller, after notice to Buyer. As to any items discovered as a consequence of such research, Seller may elect, in its sole discretion, to either cancel or otherwise terminate such items or, pursuant to Section 10.3, to assign or to partially assign, if such item is applicable to an area greater than the Premises, to the Buyer at Closing.

Seller shall cancel or terminate, at or prior to Closing the following: N/A

10.2 INTENTIONALLY OMITTED

10.3 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right, title and interest in all items identified by Section 10.1, or which are subsequently discovered by Seller, unless canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

10.5 INTENTIONALLY OMITTED

10.6 Buyer may, at its option and at its sole cost, secure a policy of Fire and Extended Coverage Insurance on the buildings or Structures, provided that Buyer's liability for damage to or destruction of the buildings or structures during the term of this Agreement shall not be limited by the amount of such insurance.

11. ANNUAL TAXES; RENTS; LIENS; CHARGES:

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes

assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of \$1,000.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

12. TAXES ON TRANSFER; CLOSING COSTS:

12.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

12.6 The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person", as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Buyer and Seller shall each indemnify and hold harmless the other with respect to any financial loss caused by the indemnifying party's failure to fulfill its obligations under this Paragraph.

13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the testing, Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Seller track or any Seller bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Seller as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Seller's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Seller a Construction Risk Fee, currently THREE THOUSAND DOLLARS (\$3,000), and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Seller.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect

to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. If requested by Seller, Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Buyer pursuant to this Section 13 or otherwise in accordance with this Agreement. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of Buyer's environmental due diligence, including without limitation, any Phase I and Phase II Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If environmental contamination of the Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 13, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, if Buyer elects not to secure environmental tests or inspections, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition. Buyer expressly assumes all obligations, liability and responsibility for physical and/or environmental conditions of the Premises, and agrees to defend, protect, indemnify and hold Seller harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses, remediation and/or removal costs), arising out of any claim(s), present, past or future, for (a) loss or damage to any property, including the Premises (b) injuries to or death of any person(s), (c) contamination of or adverse effects upon the environment (air, ground or water), or (d) any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, hazardous waste, pollutant or contaminant (including petroleum products) in, on or under the Premises or any migration, escape or leakage of such materials, substances, wastes, pollutants or contaminants therefrom. Buyer acknowledges that the provisions of this Section are deemed to be additional consideration to Seller and the condition of the Premises has been considered as part of the Purchase Price.

13.6 **INTENTIONALLY OMITTED**

13.7 **INTENTIONALLY OMITTED**

13.8 The Buyer's environmental investigation shall be completed within the Due Diligence Period.

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the

extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

15. REAL ESTATE COMMISSION: Buyer shall pay NAI Halford, whose mailing address is 24 West Chase Street, Suite 100, Pensacola, FL 32502, a real estate commission, IF ANY, at Closing. Seller shall be under no obligation to pay a real estate commission. Seller and Buyer each warrant to the other that no other real estate brokers or sales agents are involved in this transaction. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any commission, finder's fees, costs, expenses and other charges claimed by real estate brokers or salespersons by, through or under the indemnifying party except as specifically addressed herein.

16. ASSIGNMENT, LIMITS, SURVIVAL:

16.1 This Agreement may not be assigned by Buyer without the prior written consent of Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

17. DEFAULT:

17.1 In the event of a default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified), Seller may elect to terminate this Agreement by delivery of notice to Buyer and to retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed \$10,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to

the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

18. NOTICES:

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.
C/o CSX Real Property, Inc. - J915
6737 Southpoint Drive South
Jacksonville, FL 32216-6177
Attn: Rene Kurth (Transaction Specialist)
E-mail: Rene_Kurth@csx.com
Phone: (904)279-3817

Notices to Buyer shall be sent to:

City of Milton
Attn: Brian Watkins, City Manager
6738 Dixon St. Milton, FL 32572
Email: brian.watkins@ci.milton.fl.us
Phone: (850)983-5411

With copy to:

NAI Halford
John Griffing, President & CEO
24 West Chase Street, Suite 100
Pensacola, FL 32502
Email: jgriffing@naihalford.com
Phone: (850)433-0577

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. RULES OF CONSTRUCTION:

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

20. TIME OF ESSENCE: Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the _____ day of _____, 20____, in duplicate, each of which shall be considered an original.

WITNESS(ES):

BUYER(S): CITY OF MILTON

Print Name: _____
Print Title: _____

Print Name: _____ (SEAL)
Print Title: _____

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises is accepted by Seller this _____ day of _____, 20____.

WITNESS(ES):

CSX TRANSPORTATION, INC.

By: _____
Print Name: _____
Print Title: _____
