

**AGENDA  
CITY COUNCIL MEETING  
6/14/2016  
5:00 P.M.**

1. **OPEN MEETING**
  
2. **INVOCATION:**
  
3. **PLEDGE OF ALLEGIANCE**
  
4. **\*\*APPROVAL OF AGENDA FOR ADDITIONAL ITEMS\*\***
  - Recommendation for Additional Items from Staff
  - Recommendation for Additional Items from Council
    - (a) Council Reports
  
5. **APPROVAL OF MINUTES**
  - 1) May 10, 2016 Regular
  
6. **RECOGNITIONS, SPECIAL PRESENTATIONS AND AWARDS:**
  
7. **PUBLIC HEARINGS/MEETINGS:**
  
8. **PERSONS TO APPEAR:**

**9. GENERAL CONSENT AGENDA**

- 1) As forwarded from Executive Committee Meeting held on June 6, 2016 at 4:00 p.m.

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

- 1) Resolution #1369-16, State Right-of-Way Maintenance Agreement with Florida Department of Transportation
- 2) Resolution #1370-16, Adopting the 2016-2021 Local Mitigation Strategy Plan
- 3) Budget Amendment Resolution #1371-16:
- a) General Fund \$104,500. Funds purchase of HVAC for City Hall from General Fund Reserves as approved by Council 06/14/2016.
  - b) General Fund \$0. Reallocates funds in the General Fund (Law Enforcement Department) for purchase of 5 Mobile Radios as approved by Council on 06/14/2016.
  - c) General Fund \$0. Funds additional \$1,000 needed for Out-of-town travel for 2 people to attend the Computer Voice Stress Analyzer (CVSA) certified examiners course from 2nd Dollar Funds as approved by Council on 06/14/2016.
  - d) General Fund \$7,135. Recognizes Damage Claim Revenue for 3/31/2016 accident on Willing Street \$3,505; and Damage Claim Revenue for 04/08/2016 accident on corner of Hwy 90 & Elmira Street \$3,630, and allocates for expenditure.
  - e) Capital Projects – Paving Fund \$132,000. Recognizes new revenue from .05 cents Local Option Fuel Tax for FY2016 and allocates for Road Paving expenditure. (3 months average is \$16,500 per month x 8 months.) Note: Council approved to proceed with Group 1 & 2 road paving plan on 4/12/2016.
  - f) Natural Gas Fund \$100,000. Program Carried Forward from FY2015 for Whiting Aviation Park \$100,000. (Proj #15002A)
  - g) Natural Gas Fund \$32,450. Funds 3 year contract with Payne Pipeline Services for Natural Gas Regulatory Compliance Agreement as approved by Council 05/10/2016.

- h) Natural Gas Fund \$125,000. Funds purchase of property on Washington Street \$47,500; and Hydrangea Street \$13,000 plus \$2,000 for additional costs; with 1/3 from Natural Gas Reserves, 1/3 from W&S Reserves, and 1/3 from Sanitation Reserves as approved by Council on 05/10/2016.
  - i) Water & Sewer Fund \$0. Funds purchase of Ground Penetrating Radar Machine for locating underground utilities by reallocating funds as approved by Council on 06/14/2016.
  - j) Water & Sewer Fund \$45,000. Funds pipe bursting of terracotta sewer main from Water & Sewer Reserves as approved by Council on 06/14/2016. (Proj # 16004A)
  - k) Water & Sewer Fund \$425,000. Funds Ward Basin Sewer Phase II project for \$425,000 from W&S Reserves \$355,000; and Sewer Impact Fees \$70,000; as approved by Council on 02/09/2016. (Proj #15004A)
  - l) Stormwater Fund \$14,219. Funds Lining of Stormwater Culvert between Hunt Street and Ravine Street from Stormwater Contingency and Stormwater Reserves as approved by Council on 06/14/2016. (Proj #16003A)
- 4) Florida Rivers Month Proclamation

**11. CITY ATTORNEY'S REPORT**

**12. CITY CLERK'S REPORT**

**13. COUNCIL COMMITTEE ITEMS:**

**Administration - Chairman: Councilman Grady Hester**

**Item** 186 Extension of the City General Employees DROP Program from 60 monthst to 84 months

**Recommendation**                      **Vote Required**

The Executive Committee recommends to change the DROP program from 60 months to 84 months with the interest being paid out at 6.5% for the first 60 months and interest being paid out for the next 12 or 24 months at the rate of return for each year not to exceed 6.5%



**Item 199** 90th Annual FLC Conference

**Recommendation** Vote Required

Nomination for a Council Member to be the voting delegate at the 90th Annual FLC Conference in Hollywood, Florida on August 18-20, 2016

**Cost** \$0.00 **Funding Source**

**Item 207** City Council Budget Workshop

**Description** A budget workshop needs to be held in July to discuss and review budgetary items for FY 2017

**Staff Recommendation** Discussion

A date needs to be picked in July to hold the Budget Workshop

**Cost** \$0.00 **Funding Source**

**Item 203** Approval of Purchase Contracts for property on Washington and Hydrangea Streets

**Description**

**Staff Recommendation** Vote Required

**Executive Committee** recommends approval of Purchase Contracts for property on Washington and Hydrangea Streets for the price of \$60,500 to be paid out of Gas Reserves, Water/Sewer Reserves and Sanitation Reserves

**Cost** \$60,500.00 **Funding Source** Gas Reserves, Sanitation Reserves, W/S Reserves

**Item 202** Cost to Contract with Warren Averett for Auditing Services

**Description** Fiscal Year Ending 2016 - \$50,000  
Fiscal Year Ending 2017 - \$52,000  
Fiscal Year Ending 2018 - \$54,000

**Staff Recommendation** Vote Required

**Executive Committee** recommends approval of the Contract with Warren Averett for Auditing Services at the following costs:

Fiscal Year 2016 - \$50,000  
Fiscal Year 2017 - \$52,000  
Fiscal Year 2018 - \$54,000

**Cost** \$0.00 **Funding Source** Budget

**Item 201** Honoring Captain Kuss and Brandon Banner for their service to our country  
Description

**Staff Recommendation**      Vote Required

Find a way to honor Captain Kuss and Brandon Banner for their service to our country

Cost                              \$0.00                              Funding Source

**18. 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*

**CITY COUNCIL MEETING**  
**June 14, 2016**  
**5:00 P.M.**  
**GENERAL CONSENT AGENDA ITEMS**

**Stormwater - Chairman: Councilman Alan Lowery**

**Item** 181 Lining of Stormwater Culvert between Hunt Street and Ravine Street

**Action** Approval to reline a 150' section of 24" corrugated steel culvert between Hunt Street and Ravine Street. The culvert has significant channel rot and has been temporarily repaired. The cost of the project is not to exceed \$35K and will be funded with FY 2016 Budget Contingency Account 590.01-00 and Stormwater Fund Reserves

**Cost** \$35,000.00 **Funding Source:** Stormwater Fund

**Public Works - Chairman: Councilman R. L. Lewis**

**Item** 172 FDOT Roadside Maintenance Agreement

**Action** Approval of FDOT Roadside Maintenance Agreement paid to the City in the amount of \$36,784.24 per year

**Cost** \$0.00 **Funding Source**

**Item** 178 Residential Recycling Update

**Action** Approval for City Manager to negotiate for the City.

**Cost** \$0.00 **Funding Source**

**Item** 179 Sewer Main and Service Connection Rehabilitation

**Action** Approval of replacement of 2,700 lf of terracotta sewer main utilizing pipe bursting. The work is in the ROW of Cedar Street (1,000 lf), Munson Hwy (1,000 lf) and Sellers Dr (700 lf). The project cost totals \$45,000 with recommended funding from Water/Sewer Fund 403 Reserves.

**Cost** \$45,000.00 **Funding Source:** W/S Reserves

**Item** 180 Natural Gas of Milton Staffing

**Action** Approval to offer an annual employment contract to Steve Robey following his retirement on July 1, 2016. The official recruitment effort to locate a replacement has produced a strong candidate who may eventually develop into this leadership role. In the meantime, there has been unanticipated turnover of personnel that warrant retaining Mr. Robey and bringing in the other candidate to meet immediate field operations requirements. To be funded within the budget

**Cost** \$0.00 **Funding Source:** Budget

**Item** 190 Ground Penetrating Radar (GPR)

**Action** Approval to purchase the GPR from the lowest Bidder, Supply Waterworks.

**Cost** \$11,895.00 **Funding Source:** Budget

**Item** 131 Christmas Decorations on Gulf Power Poles on Stewart Street

**Action** Approval to pay \$10,000.00 for electrical and \$5,000.00 for Christmas decorations.

**Cost** \$15,000.00 **Funding Source:** Budget

**Item** 188 HVAC Performance Based Proposals

**Action** Award the contract to Bayou Mechanical for HVAC work.

**Cost** \$104,500.00 **Funding Source:** General Fund Reserves

## **Public Safety - Chairwoman: Councilwoman Pat Lunsford**

**Item** 183 Mobile Radio Purchase for Police Department

**Action** Approval of the purchase of 5 mobile radios from CES TeamOne as a sole source

**Cost** \$11,500.00 **Funding Source:** Budget

**Item** 173 Request for Out-of-Town Travel for Cpl. Cline and Det. Mistovich to attend the Computer Voice Stress Analyzer (CVSA) certified examiners course in Panama City, Florida on August 15-19, 2016 at a total cost of \$3,365 plus fuel to be paid out of 2nd

**Action** Approval of Out-of-Town Travel for Cpl. Cline and Det. Mistovich.

**Cost** \$3,365.00 **Funding Source:** 2<sup>nd</sup> Dollar Fund

**Item** 182 Request for Out-of-Town Travel for Chris Whitworth and Larry Shafer to attend the FL Criminal Justice Information System Symposium on July 18-21, 2016 in Orlando, FL at a cost of \$2,063 plus fuel.

**Action** Approval of the Out-of-Town Travel for Chris Whitworth and Larry Shafer

**Cost** \$2,063.00 **Funding Source:** Budget

**Item** 189 Fire Mini Pumper Rescue Vehicle Proposals

**Action** Approval to accept the bid from Sunbelt Fire, INC. which is the only bid received

**Cost** \$239,342.00 **Funding Source:** Budget

## **Growth & Development - Chairwoman: Councilwoman Ashley Lay**

**Item** 187 Travel request for Teresa Walsh, Code Enforcement Officer

**Action** Approval for Teresa Walsh to travel to Orlando, FL for the Florida Association of Code Enforcement Officers annual conference June 21-24, 2016 at a cost of \$550.

**Cost** \$550.00 **Funding Source:** Budget

**Item** 7 Unified Development Code LDR Update

**Action** Approval to proceed with Public Outreach Meetings to educate the public on the changes

**Cost** \$500.00 **Funding Source:** Budget

## Finance - Chairman: Councilman Jimmy Messick

**Item** 169 Bad Debt Collections Write-off for May 2016

**Action** Approval of the bad debt write-off for May 2016 of \$3,779.54

FYTD \$39,683.44, less collections and gas fee account credit of (\$9,252.87) for a net total of \$30,430.57

**Cost** \$0.00

**Funding Source**

**Item** 185 Funding for Eagle Scout Mini Library Project

**Action** Approval to pay \$125 for one Mini Library for the Eagle Scout Project

**Cost** \$0.00

**Funding Source:** Budget

## Administration - Chairman: Councilman Grady Hester

**Item** 176 Request for Out-of-Town Travel for Pamela Holt, PIO, to attend the National Information Officers Assoc Conference on August 28-31, 2016 in Nashville, TN at a cost of \$1,335 plus fuel

**Action** Approval of Out-of-Town Travel for Pamela Holt

**Cost** \$1,335.00

**Funding Source:** Budget

**Item** 170 Florida Rivers Clean-up Proclamation

**Action** Approval to proceed with proclamation for the month of June 2016 as "Florida Rivers Month"

**Cost** \$0.00

**Funding Source**

## Other Business

**Item** 200 Milton Planning Board Recommendation/ Magnolia Bend PDP Ph II

**Action** Approval of the following:

- 1) Modification of lighting plan to meet city standards to include pedestrian lighting being installed in keeping with the city's theme (i.e. fluted poles) in the cul-de-sac with a maximum spacing of 125 feet, and street lighting being installed along Magnolia Bend Blvd. with a maximum spacing of 250 feet with LED lighting. All lighting fixtures are to be at the owner's expense and installed to city

standard.

2)Documentation on the plans that no rear yard areas can be fenced where a stormwater easement is platted.

3)Payment of all fees with the exception of connection fees which shall be paid prior to the issuance of a development order.

**Cost** \$0.00 **Funding Source**

**Item** 193 Request from Gulf Power for 15 ft easement at property at Berryhill Water Tank

**Action** Approval to grant Gulf Power 15 ft easement at property at Berryhill Water Tank

**Cost** \$0.00 **Funding Source**

**Item** 194 Agreement between Sundial Utilities of Milton, Inc. and Bagdad-Garcon Point Water System, Inc.

**Action** Approval of Agreement between Sundial Utilities of Milton, Inc. and Bagdad-Garcon Point Water System, Inc.

**Cost** \$0.00 **Funding Source**

**Item** 195 Adoption of the 2016-2021 Local Mitigation Strategy Plan

**Action** Approval of adoption of the 2016-2021 Local Mitigation Strategy Plan

**Cost** \$0.00 **Funding Source**

**Item** 196 Ethics Training

**Action** Ethics Training will be held on Saturday, June 11, 2016, at 8:00 a.m.

**Cost** \$0.00 **Funding Source**

**Item** 197 Courthouse Referendum Fact Sheet

**Action** Approval to mail a Courthouse Referendum Fact Sheet to Utility Customers

**Cost** \$0.00 **Funding Source**

**Item** 198 Selection of Lobbyist

**Action** Approval for City Manager to negotiate with Liberty Partners as the City's  
Lobbyist

**Cost** \$0.00

**Funding Source**

## **RESOLUTION #1369-16**

### ***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.***

*WHEREAS, The Florida Department of Transportation has a program allowing local governments to maintain right-of-ways of state roads; and*

*WHEREAS, the City of Milton desires to enter into a maintenance agreement with the Florida Department of Transportation to maintain:*

- *SR-87 (Stewart Street) from SR-10 (U.S. 90) to the end of city limits near Kings Middle School*
- *SR-10 (US 90) from Avalon Blvd east to east end of Blackwater River Bridge, and*
- *SR-89 from SR-10 (U.S. 90) north to the end of city limits near Wisteria Street.*

*NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Milton, Florida, authorizes the City Manager to enter into and execute a Maintenance Memorandum of Agreement with the State of Florida for the above maintenance for FY 2017-2019.*

*Adopted by vote of the Milton City Council on this the 14th day of June, 2016.*

---

*Wes Meiss, Mayor*

**ATTEST:**

---

*Dewitt Nobles, City Clerk*

C:\My Files\Ord, Proclam & Resolutions\SR87.90.89.FDOT.Maint.Res.2016.doc

**RESOLUTION No. 1370-16**

**THE MILTON CITY COUNCIL ADOPTING THE 2016 – 2021  
LOCAL MITIGATION STRATEGY PLAN**

**WHEREAS**, the City of Milton, with the assistance from the Santa Rosa County Local Mitigation Strategy Task Force, has gathered information and prepared the 2016 – 2021 Local Mitigation Strategy Plan for the City of Gulf Breeze, the Town of Jay, the City of Milton and Santa Rosa County, Florida; and

**WHEREAS**, the 2016 – 2021 Local Mitigation Strategy Plan for the City of Gulf Breeze, the Town of Jay, the City of Milton and Santa Rosa County, Florida has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

**WHEREAS**, the City of Milton is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

**WHEREAS**, the City Council has reviewed the Plan and affirms that the Plan will be updated no less than every five years.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milton adopts the 2016 – 2021 Local Mitigation Strategy plan for the City of Gulf Breeze, the Town of Jay, the City of Milton and Santa Rosa County, Florida as this jurisdiction’s Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of June, 2016, by the Milton City Council of the City of Milton, Florida.

**BY:** \_\_\_\_\_  
**Wesley Meiss, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Dewitt Nobles, City Clerk**

**RESOLUTION NO. #1371-16**

**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: Non Departmental		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0514-514-62-01	Capital Outlay / Building Improvement	16,303	104,500	120,803
LINE ITEM TOTAL-----			104,500	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	General Fund Reserves	558,174	104,500	662,674
LINE ITEM TOTAL-----			104,500	
COMMENTS/EXPLANATION: Funds purchase of HVAC for City Hall from General Fund Reserves as approved by Council 06/14/2016.				

FUND: General Fund		DEPARTMENT: Law Enforcement		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0521-521-64-13	Capital Outlay / Mobile Radios	0	11,500	11,500
001-0521-521-12-00	Regular Salaries	1,219,541	(11,500)	1,208,041
LINE ITEM TOTAL-----			0	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
None				0
LINE ITEM TOTAL-----			0	
COMMENTS/EXPLANATION: Reallocates funds in the General Fund (Law Enforcement Department) for purchase of 5 Mobile Radios as approved by Council on 06/14/2016.				

FUND: General Fund		DEPARTMENT: Law Enforcement		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0521-521-54-01	Dues/Subscrip/Training/ 2nd Dollar Fund	4,000	1,000	5,000
001-0521-521-12-00	Regular Salaries	1,208,041	(1,000)	1,207,041
LINE ITEM TOTAL-----			0	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
None				0
LINE ITEM TOTAL-----			0	
COMMENTS/EXPLANATION: Funds additional \$1,000 needed for Out-of-town travel for 2 people to attend the Computer Voice Stress Analyzer (CVSA) certified examiners course from 2nd Dollar Funds as approved by Council on 06/14/2016.				

FUND: General Fund		DEPARTMENT: Road & Street		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0541-541-46-99	Repair & Maint. /Damage Claim Repairs	10,365	7,135	17,500
LINE ITEM TOTAL-----			7,135	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-360-12-00	Misc. Revenue/ Proceeds from Dmg Claim	11,839	7,135	18,974
LINE ITEM TOTAL-----			7,135	
COMMENTS/EXPLANATION: Recognizes Damage Claim Revenue for 3/31/2016 accident on Willing Street \$3,505; and Damage Claim Revenue for 04/08/2016 accident on corner of Hwy 90 & Elmira Street \$3,630, and allocates for expenditure.				

FUND: Capital Projects-Paving		DEPARTMENT: Road & Street		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
302-0541-541-63-15	Capital Outlay / Street & Sidewalk Improv	0	132,000	132,000
LINE ITEM TOTAL-----			132,000	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
302-0000-312-42-00	SalesUse&Fuel/ Local Option Fuel Tax .05	0	132,000	132,000
LINE ITEM TOTAL-----			132,000	
COMMENTS/EXPLANATION: Recognizes new revenue from .05 cents Local Option Fuel Tax for FY2016 and allocates for Road Paving expenditure. (3 months average is \$16,500 per month x 8 months.) Note: Council approved to proceed with Group 1 & 2 road paving plan on 4/12/2016.				

FUND: Natural Gas		DEPARTMENT: Utility Service		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
402-0532-532-63-37	Capital Outlay / Whiting Aviation Park Proj	0	100,000	100,000
LINE ITEM TOTAL-----			100,000	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
402-0000-389-90-01	Funds forward Natural Gas Reserves	0	100,000	100,000
LINE ITEM TOTAL-----			100,000	
COMMENTS/EXPLANATION: Program Carried Forward from FY2015 for Whiting Aviation Park \$100,000. (Proj #15002A)				

FUND: Natural Gas		DEPARTMENT: Utility Service		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
402-0532-532-31-00	Utility Services / Professional Services	0	32,450	32,450
LINE ITEM TOTAL-----			32,450	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
402-0000-389-90-01	Funds forward Natural Gas Reserves	100,000	32,450	132,450
LINE ITEM TOTAL-----			32,450	
COMMENTS/EXPLANATION: Funds 3 year contract with Payne Pipeline Services for Natural Gas Regulatory Compliance Agreement as approved by Council 05/10/2016.				

FUND: Natural Gas		DEPARTMENT: Utility Service		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0514-514-61-10	Capital Outlay-Hydrangea Street	0	48,500	48,500
001-0514-514-61-11	Capital Outlay-Washington Street	0	14,000	14,000
402-0581-581-91-01	Gas Transfer to General Fund	1,035,736	20,834	1,056,570
403-0581-581-91-01	W&S Transfer to General Fund	2,166,768	20,833	2,187,601
404-0581-581-91-01	Sanitation Transfer to General Fund	105,743	20,833	126,576
LINE ITEM TOTAL-----			125,000	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-381-12-00	Transfer from Gas	0	20,834	20,834
001-0000-381-13-00	Transfer from Water & Sewer	0	20,833	20,833
001-0000-381-14-00	Transfer from Sanitation	0	20,833	20,833
402-0000-389-90-01	Funds Forward Gas Reserves	132,450	20,834	153,284
403-0000-389-90-01	Funds Forward Water & Sewer Reserves	312,200	20,833	333,033
404-0000-389-90-01	Funds Forward Sanitation Reserves	250,000	20,833	270,833
LINE ITEM TOTAL-----			125,000	
COMMENTS/EXPLANATION: Funds purchase of property on Washington Street \$47,500; and Hydrangea Street \$13,000 plus \$2,000 for additional costs; with 1/3 from Natural Gas Reserves, 1/3 from W&S Reserves, and 1/3 from Sanitation Reserves as approved by Council on 05/10/2016.				

FUND: Water & Sewer		DEPARTMENT: Water Services		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0536-536-64-07	Capital Outlay / Misc. Equipment	0	12,000	12,000
403-0536-536-46-29	Repairs & Maint/ Fire Hydrants	20,000	(6,000)	14,000
403-0536-536-49-01	Misc. Expenditures / Gas and Oil	45,000	(6,000)	39,000
LINE ITEM TOTAL-----			0	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
None				0
LINE ITEM TOTAL-----			0	
COMMENTS/EXPLANATION: Funds purchase of Ground Penetrating Radar Machine for locating underground utilities by reallocating funds as approved by Council on 06/14/2016.				

FUND: Water & Sewer		DEPARTMENT: Water Services		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0536-536-63-20	Sewer Main Proj/ Cedar,Munson,Sellers St.	0	45,000	45,000
LINE ITEM TOTAL-----			45,000	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0000-389-90-01	Funds Forward Water Reserves	333,033	45,000	378,033
LINE ITEM TOTAL-----			45,000	
COMMENTS/EXPLANATION: Funds pipe bursting of terracotta sewer main from Water & Sewer Reserves as approved by Council on 06/14/2016. (Proj # 16004A)				

FUND: Water & Sewer		DEPARTMENT: Water Services		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0536-536-63-28	Capital Outlay/ Ward Basin FM Extensions	8,320	425,000	433,320
LINE ITEM TOTAL-----			425,000	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
403-0000-389-90-01	Funds Forward W&S Reserves	378,033	355,000	733,033
403-0000-389-90-01	Funds Forward Sewer Impact Fees	733,033	70,000	803,033
LINE ITEM TOTAL-----			425,000	
COMMENTS/EXPLANATION: Funds Ward Basin Sewer Phase II project for \$425,000 from W&S Reserves \$355,000; and Sewer Impact Fees \$70,000; as approved by Council on 02/09/2016. (Proj #15004A)				

FUND: Stormwater		DEPARTMENT: Stormwater		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
407-0537-537-63-27	Capital Outlay / Building Improvement	11,830	35,000	46,830
407-0590-590-01-00	Stormwater Contingency	20,781	(20,781)	0
				0
LINE ITEM TOTAL-----			14,219	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
407-0000-389-90-01	Stormwater Reserves	0	14,219	14,219
LINE ITEM TOTAL-----			14,219	
COMMENTS/EXPLANATION: Funds Lining of Stormwater Culvert between Hunt Street and Ravine Street from Stormwater Contingency and Stormwater Reserves as approved by Council on 06/14/2016. (Proj #16003A)				

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

**PROCLAMATION  
THE MILTON CITY COUNCIL ADOPTING  
JUNE 2016 AS “FLORIDA RIVERS MONTH”**

**WHEREAS**, Florida is home to more than 50,000 miles of rivers and streams; and

**WHEREAS**, Florida’s waterways are precious resources, providing significant environmental and economic benefits to residents; and

**WHEREAS**, since 1990, Florida has acquired more than 2.4 million acres of environmentally-sensitive land to protect water quality in rivers, lakes estuaries and streams; and

**WHEREAS**, based upon one of the first state laws of its kind in the nation, Florida uses sound science to identify and restore degraded rivers; and

**WHEREAS**, since 1999, Florida has invested more than \$3.7 billion to upgrade and improve water and wastewater facilities and clean up stormwater pollution, funding about 2,400 projects statewide; and

**WHEREAS**, many Floridians serve as environmental stewards, participating in local and regional efforts to safeguard the state’s rivers; and

**WHEREAS**, Florida joins other states throughout the country who recognize our nation’s rivers during American Rivers Month.

**NOW THEREFORE**, I, Wesley Meiss, Mayor of the City of Milton, hereby proclaim June as

**FLORIDA RIVERS MONTH**

**IN WITNESS WHEREOF**, I have set my hand and caused to be affixed the official seal of the City of Milton, Florida, this 14<sup>th</sup> day of June 2016.

**BY:** \_\_\_\_\_  
Wesley Meiss, Mayor

**ATTEST:**

\_\_\_\_\_  
Dewitt Nobles, City Clerk

April 13, 2016

VIA EMAIL AND MAIL

Ms. Lori McCafferty  
City of Milton General  
Employees' Retirement Board  
P.O. Box 909  
Milton, FL 32572

Re: City of Milton  
General Employees' Retirement System

Dear Lori:

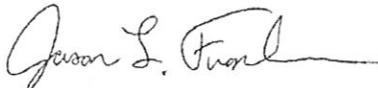
In response to Kristin Hill's email dated April 5, 2016, we have reviewed the proposed Ordinance (identified on page 1 as ksh\mil\gen\04-01-16.ord) amending the Plan's Deferred Retirement Option Program to extend the maximum participation period from 60 to 84 months. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman  
Bureau of Local Retirement Systems  
Division of Retirement  
P. O. Box 9000  
Tallahassee, FL 32315-9000

If you have any questions, please let me know.

Sincerely,

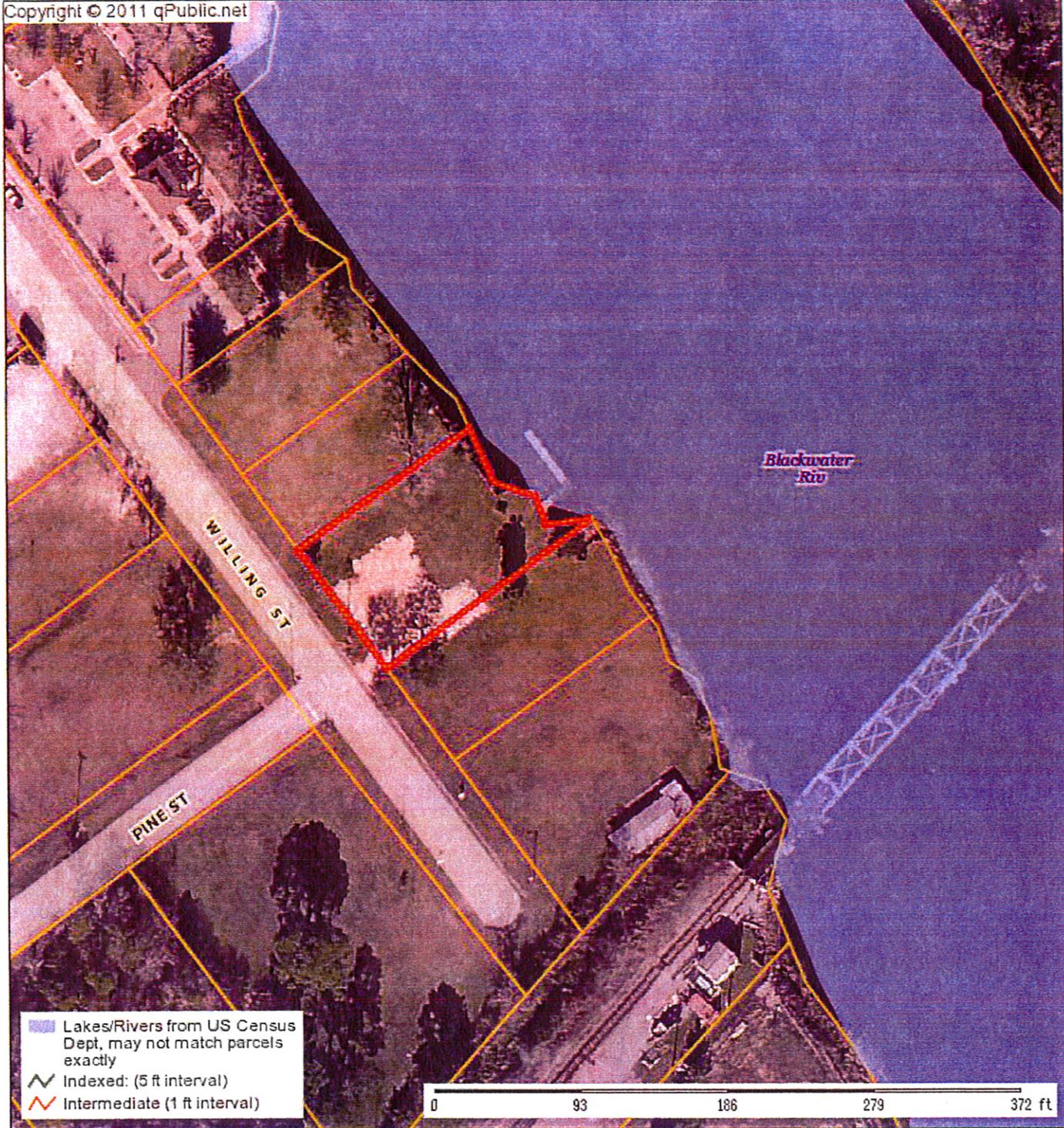


Jason Franken, FSA, EA, MAAA

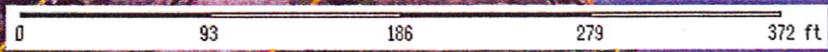
cc: H. Lee Dehner, Board Attorney

#134

Copyright © 2011 qPublic.net



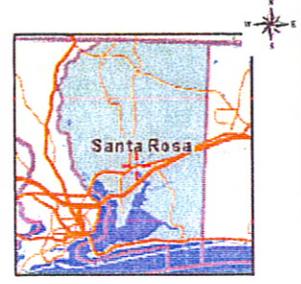
 Lakes/Rivers from US Census Dept, may not match parcels exactly  
 Indexed: (5 ft interval)  
 Intermediate (1 ft interval)



Santarosa County Appraiser

Parcel: 03-1N-28-2530-03400-0021 Acres: 0.295

Name:	MILTON HOLDINGS LLC	Land Value:	31,218
Site:	5154 WILLING ST MILTON	Building Value:	0
Sale:	\$85,000 on 2012-11 Reason=I Qual=Q	Misc Value:	0
Mail:	6724 ROCKY SHORES RD MILTON, FL 32583	Just Value:	31,218
		Assessed Value	31,218
		Exempt Value	0
		Taxable Value	31,218



Santa Rosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The lines on the map are a representation of the property lines and are not nor are they intended to be used as a survey. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll. Greg Brown Santa Rosa County Property Appraiser.  
 Date printed: 06/01/16 - 10:18:32



Commercial Sales Contract  
5755 Washington St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

1. PURCHASE AND SALE:

The City of Milton, Florida ("BUYER") agrees to buy and  
Broxson Joshua Lee ("SELLER") agrees to sell the property  
described as:

Street Address: 5755 Washington St. Milton, Florida 32570  
Parcel Number: 34-2N-28-0000-05200-0000  
Legal Description: Attached hereto as Exhibit 'A,' and subject to verification by survey,  
Personal property: None

(All collectively referred to as the "PROPERTY") on the terms and conditions set forth below.

The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer.

Time is of the essence in this Contract. Time periods of five (5) days or less shall be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

2. PURCHASE PRICE:

	\$	47,500.00
a) Deposit to be held in escrow by ESCROW AGENT, upon acceptance	\$	2,500.00
b) LESS: Additional deposit to be made within <u>n/a</u> days from Effective Date	\$	
c) LESS: Total mortgages (as referenced in Paragraph 3)	\$	
d) Balance to close, subject to adjustments and pro-rations, to be made with cash, locally drawn certified or cashier's check or wire transfer		
	\$	<u>45,000.00</u>

3. ~~THIRD-PARTY FINANCING:~~

~~Within three (3) days from Effective Date ("Application Period"), BUYER shall, at BUYER'S expense, apply for Third-party financing at terms acceptable to Buyer. BUYER shall pay for all loan expenses, including the mortgagee title policy, which is typically available as an "add-on" to the owner's policy referenced in Section 4(a), below. BUYER shall timely provide any and all credit, employment, financial, estoppel letters and other information as reasonably required by any lender. BUYER shall notify SELLER immediately upon obtaining financing or being rejected by a lender. If BUYER, after diligent effort, fails to obtain a written commitment by ten (10) days prior to the expiration of the Inspection Period referenced in Section 7(b), below, ("Financing Period"), BUYER shall either:~~

- ~~a) waive this financing contingency and proceed with closing, or~~
- ~~b) Reapply at SELLER'S request and at BUYER'S expense for financing at an alternate lender selected by SELLER. Reapplication will be made within three (3) days from SELLER'S request. If SELLER does not request reapplication, either party may terminate this Contract by written notice to the other party within the Inspection Period.~~

4. TITLE:



Commercial Sales Contract  
5755 Washington St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

SELLER has the legal capacity to and shall convey marketable title to the Property by :  X  statutory warranty deed, or  n/a  other, specify:  n/a , free of liens, easements and encumbrances of record or known to SELLER, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject:  none known;  provided there exists at closing no violation of the foregoing and none of them Prevents BUYER'S intended use as:  City of Milton, Florida Municipal Uses

a) **EVIDENCE OF TITLE:** SELLER shall, at  SELLER'S   X  BUYER'S expense, and not later than fifteen (15) days prior to the Closing Date, Deliver to BUYER a title insurance policy by a Florida licensed title insurer and, upon BUYER recording the deed, an ALTA owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. BUYER shall, within seven (7) days from receipt of the commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to BUYER if (1) BUYER fails to deliver proper notice of defects or (2) BUYER delivers proper notice and SELLER cures the defects within fifteen (15) days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within 10 days from receipt by BUYER of such curing. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, BUYER shall have 10 days from receipt of notice of SELLER'S inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. (If the BUYER needs a title commitment during the inspection Period, the Buyer may have one prepared at its expense.)

b) **SURVEY:**  
i) SELLER shall, within five (5) business days from Effective Date, deliver to BUYER copies of pertinent documents that SELLER has in its possession, including but not limited to: leases, surveys, plans, specifications and engineering documents for the subject property, *if any*, in SELLER'S possession.  
ii) BUYER shall, at BUYER'S expense and within the Inspection Period, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another such encroachments shall constitute a title defect to be cured within the Curative Period.

c) **INGRESS AND EGRESS:** SELLER warrants that the Property presently has ingress and egress sufficient for BUYER'S intended use of the Property, title to which is in accordance with Section 4.

d) **POSSESSION:** SELLER shall deliver possession and keys for all locks and alarms to BUYER at closing.

**5. CLOSING DATE AND PROCEDURE:**

This transaction will be closed in  Santa Rosa  County, Florida, on or before  July 23, 2016 , or within  N/A  days from  Effective Date , unless otherwise extended herein. BUYER shall designate the

## Commercial Real Estate Services, Worldwide.

Closing Agent. BUYER and SELLER shall, within five (5) days from the expiration of the Inspection Period as referenced in Paragraph 7(b) hereunder, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day and closing procedures shall control over any contrary provisions in this Contract.

a) **COSTS:**

- i) **BUYER** shall pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the new deed.
- ii) **SELLER** shall pay documentary stamps on the deed and recording fees for any documents needed to cure title defects. If a septic tank inspection is required, the Seller will pay the required fee to the Department of Health and arrange for said inspection prior to closing. If SELLER is obligated to discharge any encumbrance at or prior to closing and fails to do so, BUYER may use purchase proceeds to satisfy the encumbrances.

b) **DOCUMENTS:**

- i) **SELLER** shall provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agreement. If any tenant refuses to execute an estoppel letter, SELLER shall certify that information regarding the tenant's lease is correct. If SELLER is a corporation, SELLER shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms either the requirements of local law. SELLER shall transfer security deposits to BUYER.
- ii) **BUYER** shall provide the closing statement, mortgages and notes, security agreements and financing statements.

c) **TAXES, ASSESSMENTS, AND PRO-RATIONS:** The following items, as applicable, shall be made current and prorated as of Closing Date: real estate taxes, bond and assessment payments assumed by BUYER, interest, rents, association dues, and assumable insurance premiums acceptable to BUYER. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. SELLER is aware of the following assessments affecting or potentially affecting the Property: none known

BUYER shall be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case SELLER shall be obligated to pay the entire assessment.

d) **FIRPTA Tax Withholding:** The foreign Investment in Real Property Act ("FIRPTA") requires BUYER to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service if SELLER is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and BUYER does not have cash sufficient at closing to meet the withholding requirement, SELLER shall provide the necessary funds and BUYER shall provide proof to SELLER that such funds were properly remitted to the I.R.S.



Commercial Sales Contract  
5755 Washington St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

**6. ESCROW:**

BUYER and SELLER authorize West Florida Title Company

Address: 5220 Willing St. Milton, Florida 32570

Telephone: (850) 623-4626

Facsimile: (850) 981-1252

to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent shall comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonably attorney's fees and costs, which such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for misdelivery to BUYER or SELLER of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

**7. PROPERTY CONDITION:**

SELLER shall deliver the Property to BUYER at the time agrees in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. SELLER makes no warranties other than marketability of title. By accepting the Property "as is", BUYER waives all claims against SELLER for any defects in the Property. *Select one of the following:*

- a)  **As Is:** BUYER has inspected the Property or waives any right to inspect and accepts the Property in its "AS IS" condition, or
- b)  **As Is With Right of Inspection:** BUYER may, at BUYER'S expense and within 30

Commercial Real Estate Services, Worldwide.

\_\_\_\_\_ days from the Effective Date ("Inspection Period"), conduct inspections, tests and investigations of the Property as BUYER deems necessary to determine suitability for BUYER'S intended use. It is BUYER'S sole responsibility to confirm with the appropriate municipal or county authorities that the zoning and future land use for the property will allow for the BUYER'S specific use. SELLER shall grant reasonable access to the Property to the BUYER, its agents, contractors and assigns for the purpose of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections at their own risk. BUYER shall indemnify and hold SELLER harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees, and from liability to any person, arising from the conduct of inspections or work authorized by BUYER. BUYER shall not engage in any activity that could result in a mechanics lien being filed against the Property without SELLER'S prior written consent. BUYER may terminate this Contract by written notice to SELLER prior to expiration of the Inspection Period if the inspections reveal conditions which are reasonably unsatisfactory to BUYER, unless SELLER elects to repair such conditions to BUYER'S satisfaction. If this transaction does not close, BUYER shall, at BUYER'S expense, repair all damages to the Property resulting from the inspections and return the Property to its present condition.

**Walk-through Inspection:** BUYER may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk-through. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**Appraisals, Surveys, Environmental:** BUYER has the option at BUYER'S expense to obtain appraisals, surveys and environmental studies as BUYER deems necessary to determine suitability for BUYER'S intended use. It is BUYER'S sole responsibility to obtain such appraisals, surveys, and environmental studies to determine whether BUYER'S intended use of the property is appropriate. SELLER shall grant reasonable access to the Property to the BUYER, its agents, contractors and assigns for the purpose of conducting appraisals, surveys and environmental studies provided, however, that all such persons enter the Property and conduct the work at their own risk. BUYER shall indemnify and hold SELLER harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees, and from liability to any person, arising from the conduct of appraisals, surveys, environmental studies, or work authorized by BUYER. BUYER shall not engage in any activity that could result in a mechanics lien being filed against the Property without SELLER'S prior written consent. If this transaction does not close, BUYER shall, at BUYER'S expense, repair all damages to the Property resulting from the appraisals, surveys and environmental studies and return the Property to its present condition.

**During the Inspection Period, the BUYER may, at BUYER'S sole discretion, terminate this contract with prior written notice to SELLER.**

## 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:

Commercial Real Estate Services, Worldwide.

SELLER shall continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and shall take no action which would adversely impact the Property. Tenants, lenders, or business, if any. Any changes, such as renting vacant space, which materially affect the Property or BUYER'S intended use of the Property shall be permitted only with BUYER'S consent.

**9. RETURN OF DEPOSIT:**

In the event any condition of this Contract is not met and BUYER has acted in good faith and with the required degree of diligence, BUYER'S deposit shall be returned and this Contract shall terminate.

**10. DEFAULT:**

In the event the sale is not closed due to any default or failure on the part of BUYER, SELLER may either:

- a) retain all deposit(s) paid or agreed to be paid by BUYER as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract shall terminate, or
- b) seek specific performance. If SELLER elects to retain the deposit, BUYER shall be liable to Broker for the full amount of the brokerage fee.

**11. ATTORNEY'S FEES AND COSTS:**

In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision shall include BUYER, SELLER, and Broker, shall be awarded reasonable attorney's fees, costs and expenses.

**12. BROKERS:**

Neither BUYER nor SELLER has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

- a) ~~Listing Broker: NAI Halford, who is an agent of SELLER~~  
~~And who will be compensated by SELLER as per the terms of separate listing agreement with SELLER.~~
- b) Cooperating Broker: NAI Halford, who is an agent of BUYER  
And who will be compensated by BUYER

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. SELLER and BUYER agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorney's fees, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of BUYER or SELLER which duty is beyond the scope of services regulated by Chapter 475 F.S., or (4) recommendations of services provided and expense incurred by any 3rd party whom Broker refers, recommends or retains for or on behalf of BUYER or SELLER.

**13. ASSIGNABILITY; PERSONS BOUND:**



Commercial Sales Contract  
 5755 Washington St.  
 Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

This Contract \_\_\_\_\_ is not assignable, or X is assignable. The terms "BUYER," "SELLER," and "Broker" may be singular or plural. This Contract is binding upon BUYER, SELLER, and their heirs, personal representatives, successors, and assigns (if assignment is permitted).

**14. 1031 TAX-DEFERRED EXCHANGE:**

SELLER BUYER May elect to effect disposition of the Property through a tax-deferred exchange under Internal Revenue Code Section 1031, and both parties agree to cooperate therein, if requested to do so. Any party making use of the exchange agrees to hold the other party harmless from all costs related to said exchange.

**15. MISCELLANEOUS:**

The terms of this Contract constitute the entire agreement between BUYER and SELLER. Modifications to this Contract shall not be valid or binding unless in writing and executed by the party to be bound. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the instrument. A facsimile copy of this Contract and any initials or signature thereon shall be deemed as original. This Contract shall be construed under Florida law and shall not be recorded in any public records. Delivery of any written notice to any party's agent shall be deemed delivery to that party.

**TIME IS OF THE ESSENCE IN THIS CONTRACT.**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. BUYER AND SELLER ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE.**

**CONFIRMATION OF RESPONSIBILITY FOR CLOSING COSTS (as applicable):**

	SELLER	BUYER		SELLER	BUYER
Title Insurance (Owner Policy)		X	Title Insurance (Mortgagee Policy)		X
Doc Stamps on Deed	X		Doc Stamps on Note	N/A	N/A
Broker Fees:		X	Intangible Tax on Mortgage	N/A	N/A
Septic Tank Inspection:	X		Survey		X
Appraisal		X	Phase I Environmental		X
Recording Fees	X	X	Lender's Fees		X

In the event of any conflict between this confirmation and the terms written otherwise within this Sales Contract, this checklist shall prevail.

**DEPOSIT RECEIPT:** Deposit of \$ \$2,500.00 from: \_\_\_\_\_



Commercial Sales Contract  
5755 Washington St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

In the form of a check, received on \_\_\_\_\_ By (sign here): \_\_\_\_\_  
as Escrow Agent, who will promptly forward a copy of any escrow deposits to Seller or Seller's Broker.

**OFFER:** BUYER offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by SELLER and a signed copy delivered to Buyer or Buyer's Broker no later than 4:00 PM, Central Standard Time on Wednesday, June 8, 2016 BUYER may revoke this offer and receive a full refund of all deposits.

Date: \_\_\_\_\_ **BUYER:** \_\_\_\_\_ Tax ID: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**ACCEPTANCE:** SELLER accepts BUYER'S offer and agrees to sell the Property on the above terms and Conditions, subject to any signed Addendum or initialed changes included herein. Should the Listing Agreement that was in effect as of the signing of this Sales Contract expire while the Contract is valid, the terms and conditions of said Listing Agreement will continue in full force and effect through termination, either through closing or otherwise, of this Contract and any extensions thereof.

Date: \_\_\_\_\_ **SELLER:** \_\_\_\_\_ Tax ID: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

The Florida Association of Realtors makes no representation as to the validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licenses who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics.



Commercial Real Estate Services, Worldwide.

Commercial Sales Contract  
5755 Washington St.  
Milton, Florida 32570

EXHIBIT 'A'  
Legal Description  
(Subject to Survey)

N 1/2 OF TH FOLLOWING: COM NW CORN OF NE4 OF NW4 THN S 432 FT TO POB THN S 216 FT THN E 201 FT  
THN N 216 FT THN W 201 FT TO POB AS PER SEP REQ DTD 6/22/05 & DES OR 3144 PG 848 (S 1/2 NOW 52.1) ALL  
AS DES INOR 3258 PG 1481

Parcel Number

34-2N-28-0000-05200-0000



Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

1. PURCHASE AND SALE:

The City of Milton, Florida

Prescott Hansel

("BUYER") agrees to buy and

("SELLER") agrees to sell the property

described as:

Street Address: Hydrangea St. Milton, Florida 32570

Parcel Number: 34-2N-28-0000-04500-0000

Legal Description: Attached hereto as Exhibit 'A,' and subject to verification by survey,

Personal property: None

(All collectively referred to as the "PROPERTY") on the terms and conditions set forth below.

The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer.

Time is of the essence in this Contract. Time periods of five (5) days or less shall be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

2. PURCHASE PRICE:

	\$	13,000.00
a) Deposit to be held in escrow by ESCROW AGENT, upon acceptance	\$	500.00
b) LESS: Additional deposit to be made within <u>n/a</u> days from Effective Date	\$	
c) LESS: Total mortgages (as referenced in Paragraph 3)	\$	
d) Balance to close, subject to adjustments and pro-rations, to be made with cash, locally drawn certified or cashier's check or wire transfer		
	\$	<u>\$12,500.00</u>

3. THIRD PARTY FINANCING:

~~Within three (3) days from Effective Date ("Application Period"), BUYER shall, at BUYER'S expense, apply for Third-party financing at terms acceptable to Buyer. BUYER shall pay for all loan expenses, including the mortgagee title policy, which is typically available as an "add-on" to the owner's policy referenced in Section 4(a), below. BUYER shall timely provide any and all credit, employment, financial, estoppel letters and other information as reasonably required by any lender. BUYER shall notify SELLER immediately upon obtaining financing or being rejected by a lender. If BUYER, after diligent effort, fails to obtain a written commitment by ten (10) days prior to the expiration of the Inspection Period referenced in Section 7(b), below, ("Financing Period"), BUYER shall either:~~

- ~~a) waive this financing contingency and proceed with closing, or~~
- ~~b) Reapply at SELLER'S request and at BUYER'S expense for financing at an alternate lender selected by SELLER. Reapplication will be made within three (3) days from SELLER'S request. If SELLER does not request reapplication, either party may terminate this Contract by written notice to the other party within the Inspection Period.~~

4. TITLE:

Initials: Seller PH Buyer WJH



Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

SELLER has the legal capacity to and shall convey marketable title to the Property by :  X  statutory warranty deed, or  n/a  other, specify:  n/a , free of liens, easements and encumbrances of record or  known  to SELLER, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject:  none known;  provided there exists at closing no violation of the foregoing and none of them Prevents BUYER'S intended use as:  City of Milton, Florida Municipal Uses

a) **EVIDENCE OF TITLE:** SELLER shall, at  SELLER'S   X  BUYER'S expense, and not later than fifteen (15) days prior to the Closing Date, Deliver to BUYER a title insurance policy by a Florida licensed title insurer and, upon BUYER recording the deed, an ALTA owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. BUYER shall, within seven (7) days from receipt of the commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to BUYER if (1) BUYER fails to deliver proper notice of defects or (2) BUYER delivers proper notice and SELLER cures the defects within fifteen (15) days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within 10 days from receipt by BUYER of such curing. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, BUYER shall have 10 days from receipt of notice of SELLER'S inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. (If the BUYER needs a title commitment during the Inspection Period, the Buyer may have one prepared at its expense.)

b) **SURVEY:**  
i) SELLER shall, within five (5) business days from Effective Date, deliver to BUYER copies of pertinent documents that SELLER has in its possession, including but not limited to: leases, surveys, plans, specifications and engineering documents for the subject property, *if any*, in SELLER'S possession.  
ii) BUYER shall, at BUYER'S expense and within the Inspection Period, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another such encroachments shall constitute a title defect to be cured within the Curative Period.

c) **INGRESS AND EGRESS:** SELLER warrants that the Property presently has ingress and egress sufficient for BUYER'S intended use of the Property, title to which is in accordance with Section 4.

d) **POSSESSION:** SELLER shall deliver possession and keys for all locks and alarms to BUYER at closing.

5. **CLOSING DATE AND PROCEDURE:**

This transaction will be closed in  Santa Rosa  County, Florida, on or before  June 24, 2016 , or within  N/A  days from Effective Date, unless otherwise extended herein. BUYER shall designate the

Initials: Seller  JHP  Buyer  [Signature]



Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

Closing Agent. BUYER and SELLER shall, within five (5) days from the expiration of the Inspection Period as referenced in Paragraph 7(b) hereunder, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day and closing procedures shall control over any contrary provisions in this Contract.

a) COSTS:

- i) BUYER shall pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the new deed.
- ii) SELLER shall pay documentary stamps on the deed and recording fees for any documents needed to cure title defects. If a septic tank inspection is required, the Seller will pay the required fee to the Department of Health and arrange for said inspection prior to closing. If SELLER is obligated to discharge any encumbrance at or prior to closing and fails to do so, BUYER may use purchase proceeds to satisfy the encumbrances.

b) DOCUMENTS:

- i) SELLER shall provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agreement. If any tenant refuses to execute an estoppel letter, SELLER shall certify that information regarding the tenant's lease is correct. If SELLER is a corporation, SELLER shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms either the requirements of local law. SELLER shall transfer security deposits to BUYER.
- ii) BUYER shall provide the closing statement, mortgages and notes, security agreements and financing statements.

c) TAXES, ASSESSMENTS, AND PRO-RATIONS: The following items, as applicable, shall be made current and prorated as of Closing Date: real estate taxes, bond and assessment payments assumed by BUYER, interest, rents, association dues, and assumable insurance premiums acceptable to BUYER. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. SELLER is aware of the following assessments affecting or potentially affecting the Property: none known

BUYER shall be responsible for all assessments of any kind which become due and owing on or after Effective Date unless the improvement is substantially completed as of Closing Date, in which case SELLER shall be obligated to pay the entire assessment.

d) FIRPTA Tax Withholding: The foreign Investment in Real Property Act ("FIRPTA") requires BUYER to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service if SELLER is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and BUYER does not have cash sufficient at closing to meet the withholding requirement, SELLER shall provide the necessary funds and BUYER shall provide proof to SELLER that such funds were properly remitted to the I.R.S.



Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

6. ESCROW:

BUYER and SELLER authorize West Florida Title Company

Address: 5220 Willing St. Milton, Florida 32570

Telephone: (850) 623-4626 Facsimile: (850) 981-1252

to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent shall comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonably attorney's fees and costs, which such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for misdelivery to BUYER or SELLER of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. PROPERTY CONDITION:

SELLER shall deliver the Property to BUYER at the time agrees in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. SELLER makes no warranties other than marketability of title. By accepting the Property "as is", BUYER waives all claims against SELLER for any defects in the Property. *Select one of the following:*

- a)  As Is: BUYER has inspected the Property or waives any right to inspect and accepts the Property in its "AS IS" condition, or
- b)  As Is With Right of Inspection: BUYER may, at BUYER'S expense and within 30

Initials: Seller [Signature] Buyer [Signature]





Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

SELLER shall continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and shall take no action which would adversely impact the Property. Tenants, lenders, or business, if any. Any changes, such as renting vacant space, which materially affect the Property or BUYER'S intended use of the Property shall be permitted only with BUYER'S consent.

9. RETURN OF DEPOSIT:

In the event any condition of this Contract is not met and BUYER has acted in good faith and with the required degree of diligence, BUYER'S deposit shall be returned and this Contract shall terminate.

10. DEFAULT:

In the event the sale is not closed due to any default or failure on the part of BUYER, SELLER may either:

- a) retain all deposit(s) paid or agreed to be paid by BUYER as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract shall terminate, or
- b) seek specific performance. If SELLER elects to retain the deposit, BUYER shall be liable to Broker for the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS:

In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision shall include BUYER, SELLER, and Broker, shall be awarded reasonable attorney's fees, costs and expenses.

12. BROKERS:

Neither BUYER nor SELLER has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

a) ~~Listing Broker: NAI Halford, who is an agent of SELLER~~  
~~And who will be compensated by SELLER as per the terms of separate listing agreement with SELLER.~~

b) Cooperating Broker: NAI Halford, who is an agent of BUYER  
And who will be compensated by BUYER

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. SELLER and BUYER agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorney's fees, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of BUYER or SELLER, which duty is beyond the scope of services regulated by Chapter 475, F.S., or (4) recommendations of services provided and expense incurred by any 3rd party whom Broker refers, recommends or retains for or on behalf of BUYER or SELLER.

13. ASSIGNABILITY; PERSONS BOUND:

Initials: Seller [Signature] Buyer [Signature]

# NAI Halford

Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

This Contract \_\_\_\_\_ is not assignable, or X is assignable. The terms "BUYER," "SELLER," and "Broker" may be singular or plural. This Contract is binding upon BUYER, SELLER, and their heirs, personal representatives, successors, and assigns (if assignment is permitted).

**14. 1031 TAX-DEFERRED EXCHANGE:**

SELLER BUYER May elect to effect disposition of the Property through a tax-deferred exchange under Internal Revenue Code Section 1031, and both parties agree to cooperate therein, if requested to do so. Any party making use of the exchange agrees to hold the other party harmless from all costs related to said exchange.

**15. MISCELLANEOUS:**

The terms of this Contract constitute the entire agreement between BUYER and SELLER. Modifications to this Contract shall not be valid or binding unless in writing and executed by the party to be bound. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this Contract and any initials or signature thereon shall be deemed as original. This Contract shall be construed under Florida law and shall not be recorded in any public records. Delivery of any written notice to any party's agent shall be deemed delivery to that party.

TIME IS OF THE ESSENCE IN THIS CONTRACT.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. BUYER AND SELLER ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE.

**CONFIRMATION OF RESPONSIBILITY FOR CLOSING COSTS (as applicable):**

	SELLER	BUYER		SELLER	BUYER
Title Insurance (Owner Policy)		X	Title Insurance (Mortgagee Policy)		X
Doc Stamps on Deed	X		Doc Stamps on Note	N/A	N/A
Broker Fees:		X	Intangible Tax on Mortgage	N/A	N/A
Septic Tank Inspection:	N/A X		Survey		X
Appraisal		X	Phase I Environmental		X
Recording Fees	X	X	Lender's Fees		X

In the event of any conflict between this confirmation and the terms written otherwise within this Sales Contract, this checklist shall prevail.

*HP*  
**Additional Terms:** Reserving and excepting therefrom, however, 100% of the mineral rights in the property for the Grantor and Grantor's heirs, executors and assigns. This reservation includes by its terms oil, gas, and any other minerals on, in, and under the property.  
 DEPOSIT RECEIPT: Deposit of \$500.00 from: \_\_\_\_\_  
 Conveyed

Initials: Seller HP Buyer HP



Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

Commercial Real Estate Services, Worldwide.

In the form of a check, received on \_\_\_\_\_ By (sign here): \_\_\_\_\_  
as Escrow Agent, who will promptly forward a copy of any escrow deposits to Seller or Seller's Broker

**OFFER:** BUYER offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by SELLER and a signed copy delivered to Buyer or Buyer's Broker no later than 4:00 PM, Central Standard Time on Monday, May 9, 2016 BUYER may revoke this offer and receive a full refund of all deposits.

Date: 5/18/16 BUYER: [Signature] Tax ID: \_\_\_\_\_  
Printed Name: BRENDA WATKINS Phone: 983-544  
Title: CITY MANAGER Fax: \_\_\_\_\_  
Address: P.O. Box 908, MILTON FL 32572 E-Mail: \_\_\_\_\_

**ACCEPTANCE:** SELLER accepts BUYER'S offer and agrees to sell the Property on the above terms and Conditions, subject to any signed Addendum or initialed changes included herein. Should the Listing Agreement that was in effect as of the signing of this Sales Contract expire while the Contract is valid, the terms and conditions of said Listing Agreement will continue in full force and effect through termination, either through closing or otherwise, of this Contract and any extensions thereof.

Date: 5/23/16 SELLER: [Signature] Tax ID: \_\_\_\_\_  
Printed Name: Hansel Prescott Phone: 675-4346  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: 3995 Hwy 4 JAX, FL 32565 E-Mail: \_\_\_\_\_

The Florida Association of Realtors makes no representation as to the validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licenses who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics.

Initials. Seller [Signature] Buyer [Signature]



Commercial Real Estate Services, Worldwide.

Commercial Sales Contract  
Hydrangea St.  
Milton, Florida 32570

EXHIBIT 'A'  
Legal Description  
(Subject to Survey)

E 130 FT OF W 331 FT OF S 432 FT OF N 864 FT OF NE4 OF NW4 AS DES IN OR 1536 PG 96 LESS S 144 FT OF E  
100 FT

Parcel Number

34-2N-28-0000-04500-0000

Initials: Seller HP Buyer \_\_\_\_\_



**TERMS OF ENGAGEMENT**  
MAY 25, 2016

Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for the City of Milton, Florida (the "Client") and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

**Services Provided**

We are pleased to confirm our understanding of the services we are to provide the Client for the three years ended September 30, 2016, 2017, and 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Client as of and for the years ended September 30, 2016, 2017, and 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress
- 3) Schedule of Contributions from Employer and Other Contributing Entities
- 4) Schedule of Changes in the City's Net Position Liability and Related Ratios
- 5) Schedule of Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance (as applicable)
- 2) Required Combining and Individual Fund Statements

In addition, we will examine the compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General, of the City of Milton, Florida, as of September 30. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether the City of Milton, Florida, complied, in all material respects, with Chapter 10.550, Rules of the Auditor General. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

Our examination engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

We understand that you will provide us with the basic information required for our examination engagement and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with you.

At the end of the examination engagement, we will require a representation letter from management.

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Audit Committee of the Client. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to

obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those

procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Client's major programs. The purpose of these procedures will be to express an opinion on the Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Client in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are

responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on January 1, each year.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related

notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to you; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant or oversight agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in December and issue our reports no later than the end of March. Tammy S. McGaughy, CPA, CFF, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Per the City of Milton, Florida's request, this contract may be extended. Fees for the subsequent audit years will be negotiated at renewal. Per the City of Milton, Florida's request, this contract may also be terminated at any time.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review accompanies this letter.

#### **Fees**

Our fees for these services for the fiscal years ending September 30, 2016, 2017, and 2018 will be \$50,000, \$52,000, and \$54,000, respectively, plus any out of pocket costs. We will bill the City in four equal monthly installments beginning in October. These fees are contingent on the City of Milton, Florida having the documents on client assistance listing ready by the mutually agreed upon dates (typically one week prior to the start of year-end fieldwork). The fees for services may include a premium for service resulting from other factors deemed relevant, including, but not necessarily limited to, the difficulty of the issues and the time limitations imposed. At times, professional reporting standards require implementation on new GASB Statements. Additional fees may be billed based on application and implementation of such standards.

Other requested services will generally be billed at our standard rates in effect at the time the services are performed.

### **Billing**

Invoices are due upon receipt. In the event that payment is not received within 30 days of the due date, the Client will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Client agrees that we will not be responsible for the Client's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Client resulting from the Client's failure to meet such deadlines.

### **Detection**

This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements and the Client agrees that we will have no responsibility to do so.

### **Employment**

In the event you desire to employ a current employee of Warren Averett, LLC or a previous employee of Warren Averett, LLC whose termination date is within 6 months of the date services were provided to you by us, you agree to consult with us concerning such employment. In addition, if you employ such employee, you agree Warren Averett, LLC has the option to receive a reasonable placement fee from you, in an amount determined by us not exceeding 25% of employee's annual compensation at the time of termination.

### **Legal Fees**

In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, and legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

### **Liability**

Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages.

### **Indemnity**

The Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, including its management, board of directors, employees and other duly authorized representatives, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

### **Dispute Resolution**

By signing this agreement, you agree that any controversies, issues, disputes or claims ("Disputes") asserted or brought by or on behalf of you shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to you prior to or after the initiation of any arbitration claim, Warren Averett, LLC as the defendant in a Dispute may elect (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal

actions related to a Dispute shall be instituted in the courts in the state of the service provider, or if it has jurisdiction, a Federal court in Birmingham, Alabama (the "Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. If you recover less than that which may be offered by Warren Averett, LLC or its representatives prior to, or during the course of, any such arbitration, litigation, mediation or other settlement negotiation, then you agree to reimburse Warren Averett, LLC for any legal fees or costs incurred in the defense by Warren Averett, LLC relating to the resolution of the Dispute, discontinuance, and/or abandonment of the Dispute presented by you within 90 days subsequent to the issuance of any arbitration award or final judgment, the effective date of any mediation/settlement agreement, or the date of abandonment of the Dispute by you as perceived by Warren Averett, LLC. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U.S. mail services, and other interstate courier services.

#### **Invalidation**

In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

#### **Disclosure**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Term**

This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

#### **Amendment**

The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client.

We appreciate the opportunity to be of service to you and believe this agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you are in agreement with the terms of our engagement as described in this agreement, please sign a copy and return it to us.

**WARREN AVERETT, LLC**

Jimmy S. McGaughey, CPA, CFF, CFE  
Signature and Title

May 25, 2016  
Date

**RESPONSE:** This letter correctly sets forth the understanding of the Client.

\_\_\_\_\_  
Management Signature and Title

\_\_\_\_\_  
Date

# Milton Veteran's Walk

Legend #201  
Milton City Hall



Google earth

© 2016 Google

Dixon St



80 ft