

**AGENDA
EXECUTIVE COMMITTEE MEETING
1/3/2017
5:30 P.M.**

OPEN MEETING

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

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

PUBLIC HEARINGS/MEETINGS

RECOGNITIONS, SPECIAL PRESENTATIONS AND AWARDS:

PERSONS TO APPEAR:

CITY ATTORNEY'S REPORT

CITY CLERK'S REPORT

AGENDA ITEMS

MAYOR REPORT: WESLEY MEISS

CITY MANAGER'S REPORT:

OTHER BUSINESS:

Item 415 Mt. Pilgrim African Missionary Baptist Church Renovations

Description

One proposal was received on Thursday, November 10, 2016, for Professional Architectural Services for renovation work for Mt. Pilgrim African Missionary Baptist Church. The proposal was submitted by Eddie Todd, Architect

Staff Recommendation Vote Required

Staff recommends authorization for the City Manager to negotiate with Eddie Todd, Architect. In the event that an agreement cannot be reached, the City could submit the project for rebidding

Cost	\$0.00	Funding Source
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Item 414 Agreement with American Consulting Engineers of Florida, LLC for Riverwalk South Extension Design Services

Description

Proposed contract with American Consulting Engineers of Florida, LLC for Riverwalk South Extension was received. Upon staff review, it is recommended to proceed with the agreement

Staff Recommendation Vote Required

Staff recommends approval of the agreement with American Consulting Engineers of Florida, LLC for Riverwalk South Extension Design Services

Cost	\$0.00	Funding Source
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Item 413 Updated Committee Meeting Rules

Description

The council directed changes to the city policy concerning city council meeting procedures. Staff has provided a draft of the policy with changes.

Staff Recommendation Vote Required

Review and approve Updated Committee Meeting Rules Policy

Cost \$0.00 Funding Source

Item 408 Quinn Bayou Marina

Description

The city holds a Submerged Lands Lease with the FDEP for the Quinn Bayou Marina. A FDEP Inspection determined several of the activities at the marina extend beyond the Submerged land lease boundaries. Discussion with FDEP indicates we can extend the lease boundaries to include these areas.

Staff Recommendation Vote Required

Staff recommends approving revisions to the lease be completed under the engineering services contract with Ken Horne and Associates.

Cost \$2,000.00 Funding Source Marina Fund

Item 406 Review of Draft Ordinance for Alcohol

Description

The council directed staff to prepare a draft ordinance modifying the hours of sale for alcoholic beverages within city to include sales from 7 am to 2:30 am seven days a week.

Staff Recommendation Vote Required

Approval draft ordinance for 1st reading at Tuesday, January 10, 2017 Council Meeting.

Cost \$0.00 Funding Source

ADJOURN/RECESS:

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

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



ITEM # 415

City of Milton

November 20, 2016

Mt. Pilgrim African Missionary Baptist Church Renovations

*

Professional Architectural Services

Proposals were received on Thursday, November 10, 2016 for Professional Architectural Services for renovation work involving repair and slope work at the Mt. Pilgrim African Missionary Baptist Church located at 5103 Martin Luther King Drive, Milton, FL

The project funding mechanism is a matching grant with the State of Florida, Department of State, Division of Historical Resources. Matching funds to be provided from Mt. Pilgrim African Missionary Baptist Church and the City of Milton, as authorized by the City Council.

The Request for Proposals was placed on the city website and the Florida Purchasing Alliance on October 13, 2016. There were eleven (11) companies who downloaded the bid documents which were placed on-line. Advertisement of the RFP was published in the Santa Rosa County Press Gazette and the Pensacola News Journal on October 15, 2016.

On November 1, 2016, the initial bid due date of November 4th was extended to November 10th to allow staff to reach out to local companies in an effort to increase interest in the project. Five (5) architectural firms were notified of the opportunity for bid and directed to the bid document package.

On November 10, 2016, at 2:00 p.m. the city received one (1) proposal on the project from Eddie Todd, Architect, R.A., NOMA, Pensacola, FL

Based upon one (1) proposal being received, staff recommends authorization for the City Manager to negotiate with Eddie Todd, Architect. In the event that an agreement cannot be reached, the City could submit the project for re-bidding.

/lam

C:\Users\lmcaffery\Desktop\FILES\C\DESKTOP\Purchasing EIDS RFPs AND RFQS\38_PilgrimBapt Church_Architect RFP Oct 2016\Proposal report to Council Dec 2016.docx

*P.O. Box 909 • 6738 Dixon Street • Milton, Florida 32572 • (850) 983-5400 • Fax (850) 983-5415
~ Established 1844 ~*

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC

2818 Cypress Ridge Boulevard, Suite 200
Wesley Chapel, Florida 33544-6302
Telephone (813) 435-2600; Fax (813) 435-2601

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client:	Date: December 22, 2016
City of Milton	
6738 Dixon Street	ACE Project No: 5169772
Milton, FL 32572	ACE Principal: Ryan Forrestel
Attn: Brian Watkins, City Manager	ACE Project Manager: Kari Tharpe
Telephone: (850) 983-5411	

Project Name and Location:

Riverwalk South Extension Design Services:

Scope and Extent of Services:

American will provide engineering services to develop construction plans and cost estimate for the Riverwalk South Extension and adjacent park improvements outlined in the attached scope of services. Services will include but are not limited to a field review, topographical survey, geotechnical survey, environmental assessment and permitting.

Fee Arrangement:

American will perform the services described above for a lump sum fee amount of \$198,048.00.

Additional work that may be required by the Client outside of the above scope of services will be performed on an hourly rate basis at the rates shown on the attached General Terms and Conditions.

Schedule:

American will complete these services for the City of Milton in corporation with the Florida Department of Economic Opportunity (DEO) for approval by May 15, 2017 given the City provides notice to proceed before December 28, 2016.

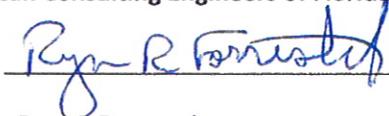
Terms and Conditions of the Agreement:

The attached "General Terms and Conditions" dated January 1, 2016, are hereby made a part of and incorporated into this Agreement.

City of Milton

By: _____

American Consulting Engineers of Florida, LLC

By:  _____
Ryan R Forrestel
Principal / Managing Member

GENERAL TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2016

American Consulting Engineers of Florida, LLC (hereinafter noted as American), shall perform the services outlined in this agreement for the fee stated.

Access to Site: Unless otherwise stated, American will have access to the site for activities necessary for the performance of the services. American will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: If stated as "Lump Sum," the fee shall be the total amount due for the services provided. If stated as "Cost Plus" or "Maximum Limiting Amount," the fee shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval from the Client. Where the fee arrangement is to be on an "Hourly Rate Basis," hours shall be invoiced at the rates contained in American's Standard Hourly Rate Schedule listed below:

Principal	\$329.00
Chief Engineer	\$267.00
Senior Engineer	\$223.00
Project Engineer	\$195.00
Engineer	\$139.00
Engineering Intern	\$115.00
Engineering Technician	\$105.00
Senior Planner	\$256.00
Planner	\$101.00
Landscape Architect	\$124.00
Senior Designer	\$167.00
Designer	\$102.00
Senior Design Technician	\$134.00
Design Technician	\$74.00
Senior Environmental Specialist	\$187.00
Environmental Specialist	\$147.00
Graphics Designer	\$114.00
Senior Professional Surveyor	\$238.00
Professional Surveyor	\$118.00
CEI Senior Project Engineer	\$216.00
CEI Project Administrator	\$140.00
CEI Senior Inspector	\$131.00
CEI Inspector	\$97.00
Administration	\$119.00
Student Intern	\$48.00

Billings/Payments: Invoices for services shall be submitted, at American's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, American may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole election of American. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees and administrative expenses.

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

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and American, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, American's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed 10 times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, American's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by either the Client or American should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay American for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by American under this agreement shall remain the property of American and may not be used by the Client or others for any other endeavor without the written consent of American.

Guarantees and Warranties: American shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence American cannot ascertain.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the Client and American shall be submitted to non-binding mediation. Client and American agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Florida.



American Consulting Engineers of Florida, LLC

4489 Woodbine Road • Pace, Florida 32571
Tel 850.994.9757 • Fax 850.994.9684
american@ace-fla.com • www.ace-fla.com

December 22, 2016

Mr. Brian Watkins
City Manager
City of Milton
6738 Dixon Street
Milton, FL 32572

Subject: Professional Services Proposal -
Riverwalk South Extension

Dear Mr. Watkins:

American Consulting Engineers of Florida, LLC (American) is pleased to submit this fee proposal necessary for the permitting and construction of the referenced project. We appreciate the opportunity to work for the City of Milton on this park improvement project. Attached, for review and execution, please find the proposed scope of services for the project and corresponding fee estimate. The scope of work will be performed in accordance with the executed Florida Department of Economic Opportunity contract (DEO No. HL042). All deliverables will be provided no later than May 15, 2017 per the scope of services from the City of Milton.

The following tasks are anticipated to be performed based upon our understanding of the anticipated scope of work:

SCOPE OF WORK

Deliverable No.1- Geotechnical Evaluation

Task 1 – Geotechnical Investigation: A detailed geotechnical evaluation of the proposed project area will be provided to evaluate the suitability of proposed site for development. The geotechnical evaluation shall include field exploration, performance of laboratory tests, analysis of test results, and preparation of a formal written report. Geotechnical services proposal from Larry M. Jacobs, Inc. is enclosed.

Deliverable No. 2- Land and Bathometric Survey

Task 2 – Surveying: A detailed land and bathometric survey including all boundary lines, topography and utilities will be provided for the proposed project area. The survey shall include all documentation necessary for submittal of a submerged land lease in accordance with Florida Department of Environmental Protection (FDEP) Submerged Lands Lease and Easement Survey Requirements Manual SLERP 0950.

The land topographic survey will include establishment of the horizontal and vertical project controls. Existing utilities will be located horizontally given they are marked by the utility companies prior to the survey. All significant features will be located and identified. Other survey tasks are described in the survey proposal provided by Jehle-Halstead, Inc. and is enclosed.

Deliverable No. 3- Project Design

Task 3.1- Pre-Design services: Provide conceptual design, pre-design conference meeting and preliminary evaluation.

Task 3.2- Design Development/ Drawings: Provide technical analysis and engineering to develop proposed improvements. Preliminary drawings will be provided to the City of Milton for review and submission to DEO.

Task 3.3- Construction Plans and technical specifications: Provide construction plans and technical specifications that comply with the Construction Specifications Institute (CSI) Master Format and include all associated divisions within the Procurement and Contracting Requirements Group and Specification Group.

Deliverable No. 4 – Project Permitting

Task 4- Permitting and Agency Coordination: Prepare ERP application with relevant attachments (i.e. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.). Complete UMAMs, and RAls as required. Attend any required meetings with the governing permitting agencies.

The amount for the above tasks is shown totaling \$198,048.00. This amount includes allowances for sub consultant services (surveying, geotechnical and permit application fees).

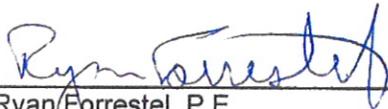
Should you have questions or require additional information, please feel free to contact me at the number provided.

Sincerely,

American Consulting Engineers of Florida, LLC



Kari E Tharpe, P.E.
Project Manager



Ryan Forrestel, P.E.
Principal, Managing Member

cc: File

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Riverwalk South Extension
 County: Santa Rosa
 FPN:
 FAP No.:

Consultant Name: American Consulting Engineers of Florida, LL
 Consultant No.: 5169772
 Date: 12/22/2016
 Estimator: KSharpe

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Sr. Engineer	Sr. Designer	Engineer	EI	Admin	Environmental st	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By	Cost By	Rate Per
														Activity	Activity	Task
3. Project General and Project Common Tasks	134	13	27	0	54	13	27	0	0	0	0	0	0	134	\$21,134	\$157.72
4. Roadway Analysis	91	0	5	9	23	55	0	0	0	0	0	0	0	92	\$12,140	\$131.96
5. Roadway Plans	102	5	5	10	20	61	0	0	0	0	0	0	0	101	\$13,695	\$135.59
6a. Drainage Analysis	99	0	5	0	74	20	0	0	0	0	0	0	0	99	\$13,701	\$138.39
6b. Drainage Plans	52	3	3	5	31	10	0	0	0	0	0	0	0	52	\$7,632	\$146.77
7. Utilities	9	0	0	0	2	7	0	0	0	0	0	0	0	9	\$1,083	\$120.33
8. Environmental Permits, Compliance & Clearances	197	0	0	0	0	79	0	118	0	0	0	0	0	197	\$31,151	\$158.13
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	106	0	42	0	64	0	0	0	0	0	0	0	0	106	\$16,726	\$157.79
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	222	0	56	89	78	0	0	0	0	0	0	0	0	223	\$38,193	\$171.27
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,012	21	143	113	282	309	27	118	0	0	0	0	0	1,013		
Total Staff Cost		\$4,683.00	\$31,889.00	\$18,871.00	\$39,198.00	\$35,535.00	\$3,213.00	\$22,066.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$155,455.00	\$153.46

Check = \$155,455.00

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS:		\$155,455.00
OVERHEAD:		\$0.00
OPERATING MARGIN:		\$0.00
FCCM (Facilities Capital Cost Money):		\$0.00
EXPENSES:		\$4,650.00
Survey (Field - if by Prime)	0	4-man crew days @ \$ / day
SUBTOTAL ESTIMATED FEE:		DEO Allow: \$159,719.00 \$160,105.00
Subconsultant: JHI		DEO Allow: \$12,196.00 \$11,870.00
Subconsultant: LMJ		DEO Allow: \$26,133.00 \$26,073.00
SUBTOTAL ESTIMATED FEE:		\$198,048.00
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		DEO Allow: \$198,048.00 \$198,048.00

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.



December 22, 2016

Ms. Kari Tharpe, PE
American Consulting Professionals, LLC
4489 Woodbine Road
Pace, Florida 32571

**SUBJECT: Geotechnical Exploration Proposal
Proposed Milton Riverwalk South Expansion
Milton, Florida**

Dear Kari:

Larry M. Jacobs & Associates, Inc. (LMJ) sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical exploration for the subject project. The purpose of this geotechnical exploration is to determine the general subsurface conditions in the proposed boardwalk, sidewalk, driveway and swale areas and use this information to provide recommendations for earthwork, pile design, sidewalk design and stormwater analysis. The following sections outline our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The project site is located at the southwest corner of Willing Street and US 90 in Milton, Florida. The proposed south expansion connects to the south end of the existing Riverwalk boardwalk and extends approximately 350 feet to the south approximately in line with Pine Street. A gazebo similar to the existing gazebo is planned at the south end of the site. Sidewalks are planned to connect the existing sidewalks to the new boardwalk running east/west and to the north to Willing Street. A gravel drive and portable stage are planned on the south end of the project approximately in line with Pine Street. The existing swale at the northwest corner of Willing Street and Pine Street may be modified for this project to improve drainage. We understand that some leveling of the site is anticipated, but no significant fill is planned for this project. LMJ provided the geotechnical engineering on the original boardwalk in 1986 and has drilled several borings nearby, and these borings have encountered poor soils including soft clay and peat. If any of this information changes or is incorrect, please let us know as it may require changes to our scope.

PROPOSED SCOPE OF SERVICES

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site.
- ▼ Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- ▼ Mobilize a truck mounted drill rig drill team to the site.
- ▼ Mobilize a waterborne drilling platform and waterborne drill team to the site.
- ▼ Obtain a COE/FDEP permit for water work. Note that this permit requires a minimum of 30 days to obtain.
- ▼ Drill six waterborne Standard Penetration Test (SPT) borings to 50 feet below the boat deck in the proposed boardwalk area.
- ▼ Drill one SPT boring to a depth of 50 feet on the edge of the existing shoreline using the truck mounted rig. The purpose of this boring is to obtain Shelby tube or relatively undisturbed samples



for laboratory strength testing of clay or peat soils if encountered. Our proposal includes a budget for two Shelby tubes for strength testing.

- ▼ Drill two SPT borings in the existing swale to a depth of 11 feet.
- ▼ Obtain one Shelby tube sample from the swale borings for laboratory permeability testing.
- ▼ Drill seven 6-foot SPT borings in the proposed sidewalk and gravel drive areas.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for wash #200 sieve and water content tests to evaluate and document basic soil properties for our analysis. Our proposal also includes a budget for permeability and grainsize testing and strength testing (unconfined compressive strength).
- ▼ Analyze the test data to develop geotechnical engineering recommendations for the project.

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a geotechnical report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater at the time of drilling.
- ▼ A discussion of laboratory test results.
- ▼ The D_{50} size of the natural river sediment for scour analysis.
- ▼ Site preparation recommendations including subgrade compaction, fill placement, etc.
- ▼ Discussion of pile recommendations for the boardwalk and gazebo including recommended pile types, sizes, embedment depths and corresponding allowable loading in tension/compression.
- ▼ Analyze lateral loading and pile deflections using the LPILE program.
- ▼ Pile installation and capacity verification recommendations.
- ▼ Design recommendations for the sidewalks and gravel drive including subgrade preparation.
- ▼ Recommendations for the swale analysis including the estimated seasonal high groundwater level, fillable porosity and saturated vertical and horizontal hydraulic conductivities.

ESTIMATED COSTS

Attached as **Figure #1** is an itemized breakdown of our estimated costs. We propose to provide the scope of services in this proposal for a cost of **\$26,073.00**. This proposal assumes that the boring locations are accessible with our truck mounted drill rig and waterborne drilling platform, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding. Depending on soil conditions, the actual breakdown of costs may be slightly different that shown on the cost breakdown estimate, but we will not exceed the budget without written authorization from the client. Invoicing will be on a monthly basis.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Agreement for Professional Services (Figure #2)** to our office. If the authorization for this work is faxed or emailed to initiate the work, the original signed authorization is needed for our records, which can be forwarded by return mail.



LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call us at your convenience.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Keith V. Jacobs', written over a horizontal line.

Keith V. Jacobs, PE
Principal Engineer

Attachments

LMJ COST BREAKDOWN

CLIENT: Ms. Kari Tharpe, PE w/ American Consulting Professionals, LLC
PROJECT: Milton Riverwalk Expansion, Milton, Florida

UNIT FEE	EST. QTY	EST. COST
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FIELD TESTING/DRILLING SERVICES

MOBILIZATION OF TRUCK MOUNTED DRILL RIG	0-25 MI	\$350.00 /EA		
	26-75 MI	\$425.00 /EA	1	425.00
	76-125 MI	\$475.00 /EA		
STANDARD PENETRATION TEST BORINGS 1@50', 2@11' and 7@6'	0-40 FT	\$13.00 /LF	104	1,352.00
	41-80 FT	\$15.00 /LF	10	150.00
	81-120 FT	\$18.00 /LF		
TRIPOD BORINGS	0-30 FT	\$19.00 /LF		
	31-60 FT	\$21.00 /LF		
MOBILIZATION/DEMOBILIZATION OF WATERBORNE DRILLING PLATFORM		\$1,750.00 /EA	1	1,750.00
WATERBORNE DRILLING PLATFORM RENTAL		\$975.00 /DY	6	5,850.00
WATERBORNE DRILLING (DAILY RATE)		\$1,350.00 /DY	6	8,100.00
OBTAIN UNDISTURBED/SHELBY TUBE/BULK SAMPLE		\$80.00 /EA	3	240.00
COE/FDEP PERMIT FOR WORK IN WATER		\$250.00 /EA	1	250.00
ENGINEERING TECHNICIAN (LOCATE BORINGS & CLEAR UTILITIES)		\$53.00 /HR		
ENGINEERING TECHNICIAN MILEAGE		\$0.50 /MI		
FIELD TESTING/DRILLING TOTAL				\$18,117.00

LABORATORY TESTING SERVICES

WATER CONTENT		\$15.00 /EA		
SIEVE ANALYSIS		\$55.00 /EA	2	110.00
WASH #200 SIEVE		\$35.00 /EA		
PERMEABILITY (INCL. UNIT WEIGHT & MOISTURE CONTENT)		\$100.00 /EA	1	100.00
ATTERBERG LIMITS TEST		\$85.00 /EA		
UNCONFINED COMPRESSION TEST		\$175.00 /EA	2	350.00
BASIC PROPERTIES TESTING ALLOWANCE				700.00
LABORATORY TESTING TOTAL				\$1,260.00

ENGINEERING SERVICES

SENIOR PRINCIPAL GEOTECHNICAL ENGINEER		\$135.00 /HR		
PRINCIPAL GEOTECHNICAL ENGINEER		\$120.00 /HR	40	4,800.00
PROJECT ENGINEER		\$105.00 /HR		
PROJECT MANAGER		\$100.00 /HR	12	1,200.00
CAD TECHNICIAN		\$58.00 /HR	12	696.00
ENGINEERING TOTAL				\$6,696.00



TOTAL ESTIMATED COST **\$26,073.00**



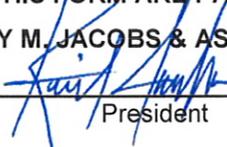
AN AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT:	Ms. Kari Tharpe, PE American Consulting Professionals, LLC 4489 Woodbine Road Pace, Florida 32571	DATE:	December 22, 2016
		PHONE:	850.289.1013
		EMAIL:	KTharpe@acp-fl.com
SUBJECT:	Geotechnical Exploration Proposal Proposed Milton Riverwalk South Expansion		

The attached letter forwards our cost proposal for providing a Geotechnical Exploration for the subject project. We propose to provide the services as described and under the conditions presented in the attached letter for a fee of **\$26,073.00**.

LMJ looks forward to working with you on this project. Please have the party responsible for payment of our services **FILL IN THE BOXED SECTION** of this form, **SIGN YOUR AUTHORIZATION** and **RETURN ONE ORIGINAL** of this form to our office to activate our services including the distribution of our report. If the authorization for this work is faxed to initiate the work, we will still need the signed original authorization for our records, which can be forwarded by return mail. If you have any questions or comments, please feel free to call.

THE TERMS AND CONDITIONS ON PAGE TWO OF THIS FORM ARE PART OF THIS AGREEMENT.

FOR: LARRY M. JACOBS & ASSOCIATES, INC.
BY:  _____
 President

TERMS: Net 30 Days

Herein constitutes my authorization to proceed with and obligates payment for the subject services referenced above in the proposal and if necessary personally guarantees said payment. Invoices are due when rendered. *Invoices shall be considered past due if not paid within 30 days after the invoice date*, unless a previous agreement for extended time for payment has been arranged, and Larry M. Jacobs & Associates, Inc. (LMJ) may without waving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

PROPERTY OWNER:			
Name _____	_____	Phone #:	() _____
Address _____	_____	Fax #:	() _____
City, State _____	Zip Code _____	Email:	_____
PARTY RESPONSIBLE FOR PAYMENT (If different than Client):			
Name _____	_____	Phone #:	() _____
Address _____	_____	Fax #:	() _____
City, State _____	Zip Code _____	Email:	_____
CLIENT'S NAME: _____			
AUTHORIZED BY: _____			
	(Please Print or Type)	Title	Date
Signature: _____			
(Must be signed by a Principal or Officer of the Company)			

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees, hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

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

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

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

Ownership Documents

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

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

December 22, 2016
160104.S000

Kari E. Tharpe, PE
American Consulting Professionals, LLC
4489 Woodbine Road
Pace, Florida 32571

**RE: Milton Riverwalk South
Survey Services Proposal**

Kari:

We appreciate the opportunity to provide you with this short-form proposal for professional survey services. Our proposed survey scope shall include the following:

1. Preparation of Submerged Land Lease Survey: Includes field location of any existing structures, thread of the stream by cross sections, riparian boundaries, upland boundaries and legal description of proposed walk.
 - FIELD CREW: 29 hrs., PLS: 25 hrs.,
 - Subtotal _____ \$6870.00

2. Topographic survey for sidewalk connections:
 - FIELD CREW: 10 hrs., PLS: 10 hrs.
 - Subtotal _____ \$2500.00

3. Topographic survey for drainage improvements on adjacent lot:
 - FIELD CREW: 10 hrs., PLS: 10 hrs.
 - Subtotal _____ \$2500.00

Vertical datum will be tied NAVD88. Horizontal datum will be tied to Florida State Plane. Deliverables will be provided in PDF and AutoCAD Civil3D 2016 electronic formats, as well as signed and sealed hard copy format.

If you have any questions or require any additional information in support of this proposal, please do not hesitate to contact me directly. Thank you!

Services Offered By:

Services Accepted By:

Signature

Signature

Glenn P. Halstead, P.E.

Printed Name

Printed Name

President

Title

Title

CITY OF MILTON POLICY

Title: Committee Meeting Rules	Page: 1	Policy Number: 1.6
Effective Date: 4/7/2015	Revised Date:	Next Review Date:
Approved by Council:		
Legal Review:		

Rules for City Council Meetings: City Council, Executive Committee, CRA

1. Must have majority of Council members present to conduct business. Quorum requirements are set by the city charter, state law or other controlling authority.
2. Only members of the Council can make motions and vote.
3. Motions need a second.
4. The Mayor/Chair cannot make motions and may only vote as a tie breaker.
5. Discussion is allowed without a motion on the floor.
6. Motions to limit discussion are in order; with a second and two-thirds (2/3) majority vote.

Rules for City Board Meetings: Historic Preservation, Planning, Board of Adjustments

1. Must have majority of members present to conduct business.
2. Only designated members of the committee can make motions and vote.
3. Motions need a second.
4. The chair can make motions, participate in discussion and vote.
5. Discussion is allowed without a motion on the floor.

Rules for Committee of the Whole Meetings:

1. Must have majority of Council members present to conduct business.
2. Only designated members of the committee can make motions and vote.
3. Motions need a second.
4. The Mayor shall chair the meeting, can participate in discussion and shall only vote as a tie breaker.
5. Discussion is allowed without a motion on the floor.
6. Motions to limit discussion are not in order.

Rules for Sub-Committee Meetings: Administration, Public Works, GD&A, Public Safety, Finance, Parks & Recreation, LEAP, Stormwater

1. Must have at least 2 members present to conduct business.
2. Only designated members of the committee can make motions and vote.
3. Motions do not need a second.
4. The chair can make motions, participate in discussion and vote.
5. Discussion is allowed without a motion on the floor.
6. Motions to limit discussion are not in order.
7. Action can be taken by unanimous consent.

Approved by: _____
 City Manager

Date: _____

Pam Haddan

From: Brian Watkins
Sent: Wednesday, December 28, 2016 2:21 PM
To: Pam Haddan
Subject: FW: Quinn Bayou Marina - Submerged Land Lease Legal Revisions

Thanks,

Brian Watkins

City Manager
City of Milton
850-983-5411

From: Ken Horne [mailto:ken@kh-a.com]
Sent: Monday, December 12, 2016 2:06 PM
To: George Rials <george.rials@ci.milton.fl.us>
Cc: Brian Watkins <brian.watkins@ci.milton.fl.us>; Belinda Rowell <belinda@kh-a.com>
Subject: Quinn Bayou Marina - Submerged Land Lease Legal Revisions

George,

We estimate our fees associated with this task to be in the range of \$1600 - \$2000. We could just bill it under the general engineering service agreement of that works for you. We would want to start with a field visit to verify with you and the user the precise extent of the excursions and associated desired modifications. We would bring that back to the office, adjust the drainws and coordinate legal revisions with the surveyor.

Once complete we would review a DRAFT copy with FDEP to ensure that they are ok with it. When they are, we will submit signed and sealed drawings to them on your behalf.

Please let me know if you would like for us to proceed with this.

ken

Kenneth Horne & Associates, Inc.
7201 North Ninth Avenue, Suite 6
Pensacola, FL 32504
850-471-9005 P
850-471-0093 F

CONFIDENTIALITY NOTICE

This message (including any attachments) contains information that may be confidential. Unless you are the intended recipient (or authorized to receive for the intended recipient), you may not read, print, retain, use, copy, distribute or disclose to anyone the message or any information contained in the message. If you have

STATE LANDS LEASE INSPECTION

IN COMPLIANCE?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	BOT Number:	<u>572855751</u>
ERPce Project #:	<u>101691</u>		Requested by:	<u>Kathy Griffin</u>
ERPce Site #:	<u>81982</u>		Date Requested:	<u>3/9/2016</u>
Property ID#:	<u>03-1N-28-2530-00700-0177</u>		Date Sent to DSL:	<u>7/15/2016</u>
Term:	<u>10 year</u>		Date of Inspection:	<u>7/12/2016</u>
Issued:	<u>3/18/2014</u>		Inspector Name:	<u>Wade Dandridge & Doug Sprague</u>
Expiration:	<u>9/23/2021</u>		Telephone #:	<u>850-595-0655</u>

Type of Inspection:
 Renewal Assignment Modification Mid-Term Other: _____

Attachments:
 Photographs Surveys/Drawings Other: _____

SITE/CONTACT INFORMATION:

Lessee:	<u>City of Milton</u>	AKA/FKA/ADA:	<u>DBA Milton Marina</u>
Current Owner:	<u>City of Milton</u>	Email:	<u>lori.mccafferty@ci.milton.fl.us</u>
Contact Person:	<u>Lori McCafferty</u>	Title:	_____
Telephone #:	<u>850-983-5417</u>	County:	<u>Santa Rosa</u>
Facility Address:	<u>110 Quinn Street, Milton, 32579</u>		
Waterbody:	<u>Quinn Bayou</u>	Class:	<input type="checkbox"/> I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> V
Aquatic Preserve?	<u>no</u>		
OFW ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is the lessee information correct?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SLIP INFORMATION:

- | | |
|---|---|
| 1. Number of slips authorized in lease & Number observed: | <u>28 / ~20</u> |
| 2. Number of wetslips for public rental on state lands: | <u>28</u> |
| 3. Are 90% open to the public? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| 4. Number of wetslips on privately owned land: | <u>0</u> |
| 5. Number of upland dry storage units/slips: | <u>25</u> |
| 6. Does there appear to be liveaboards within the lease area? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| 7. Is ALL mooring within the lease boundaries? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> See Comments |
| 8. Were past aerals reviewed for mooring compliance? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |

LEASE INFORMATION

- | | |
|--|---|
| 9. What is the current upland use? | <u>Parking lot, vessel storage and marina</u> |
| a. Has the upland use changed? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| 10. Number of upland units: | <u>0</u> |
| 11. What is the linear footage of shoreline owned by the applicant immediately adjacent to sovereign submerged lands? | <u>770</u> |
| 12. Are the docking structures in good condition? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| 13. Were the dock dimensions field verified? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| 14. Are there any over water roofed structures? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| 15. Are there any non-water dependent uses: i.e., ship stores; gazebos; Sundecks; harbor master office; wet bar; etc.? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| 16. Have there been any dock modifications or additions? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> See Comments |
| 17. Does the lease allow for mooring of "cruise to nowhere" vessels? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> See Comments |
| a. If yes, is "cruise to nowhere gambling"? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> See Comments |

- 18. Is the lease area used for special events (i.e. boat shows, fishing tournaments or celebrations)?
- 19. What type of fueling is provided?
 - a. Is it shown on the survey?
- 20. What type of sewage pump-out is provided?
 - a. If fixed pump-outs, are they shown on the survey?
- 21. Are ALL lease standard conditions in compliance?
- 22. Are ALL special lease conditions in compliance?
- 23. Details provided on any non-compliance indicated above: cc: Public Lands Administration on Any actions taken

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments
<input type="checkbox"/>	Gas	<input type="checkbox"/>		<input type="checkbox"/>	Diesel	<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments
<input checked="" type="checkbox"/>	Portable	<input type="checkbox"/>		<input type="checkbox"/>	Fixed	<input type="checkbox"/>	None
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	See Comments
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	See Comments
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	See Comments
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments

ADDITIONAL INFORMATION:

- 24. Is the marina designated as a clean marina or clean boatyard? If yes, please send a copy of this inspection to Brenda.Leonard@dep.state.fl.us.
- 25. Are the fees current (verify with SUPRS/ILMS)?
 - a. If not current, has an invoice been provided to Lessee?
- 26. Are the revenue reports forms/slip certifications current?
 - a. If not current, was the Lessee provided an invoice?
- 27. Is there any indication as to whether slips are being sold (i.e. For Sale signs at slips, internet sites, flyers, other advertising)?
 - a. If yes, forward the information to BPLA recurring revenue section. Date sent:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	See Comments

STAFF REMARKS:

7 - No, all mooring is not in the lease boundaries. Multiple personal watercraft, apparently available for rent via upland rental company, are moored along the unauthorized floating structure and outside the lease area. Multiple vessels within authorized slips appear to be extending beyond the lease boundaries.

16 - Yes there have been dock modifications or additions. Floating docks have been added to the authorized structures beyond the lease boundaries.

20 - The presence of a portable pumpout was not verified.

21 - No, all lease standard conditions are not in compliance. See comments 7 & 16.

22 - No, all special lease conditions (SLCs) are not in compliance. SLC 29A requires "Open to the Public" signs to be placed at the landward and waterward entrances to the facility. These signs were not observed at the time of inspection. SLC 29C requires all vessels to be wholly located within their designated wet slip. Multiple vessels appeared to be extending beyond the authorized lease boundaries. SLC 29E requires reflective markers and lighted aids to navigation at the distant corners of the facility. These markers were not observed at the time of inspection.

Inspector Signature: Dandridge_W Digitally signed by Dandridge_W Date: 2016.07.15 09:47:09 -05'00' Manager Signature (if needed): _____

RECOMMENDATIONS FOR CORRECTIVE ACTION:

To return the facility to compliance, the Lessee can either:

A - Remove all structures and mooring from beyond the authorized lease boundaries. This includes the rental PWCs, the associated floating docks, and the vessels that extend beyond the boundary of their respective slip. Both of the "Open to the Public" signs should be installed immediately as well as the reflective aids to navigation. If a portable pumpout is not currently available at the facility then it should be acquired immediately and readily available for use by marina patrons.

B - Submit a complete application for a lease modification to include the additional mooring area(s), structures, etc. Both of the "Open to the Public" signs should be installed immediately as well as the reflective aids to navigation. If a portable pumpout is not currently available at the facility then it should be acquired immediately and readily available for use by marina patrons.



East end of lease area, facing northeast



Structures and mooring outside the lease boundaries



East end of lease area, facing northeast and east



Boat ramp and launch area, facing east and south



Boat ramp area, facing west



Marginal dock and covered slips, facing west



Marginal dock and covered slips, facing west



Marginal dock and covered slips, facing east



Area of permitted marina expansion, facing west



Area of permitted marina expansion, facing west



Westernmost access pier, facing south



Marginal dock and covered slips, facing east



Westernmost covered slip, facing north



Westernmost covered slip, facing south



Western uncovered slips, facing west



Covered slips and vessels extending beyond the lease area, facing east



Marginal dock and covered slips, facing east and northwest



Boat ramp and launch area, facing northeast



Uplands, facing east and southeast



Uplands facing southwest



Advertisement for boat and PWC rentals at facility

ORDINANCE NO. 1442-17

AN ORDINANCE AMENDING ORDINANCE 1386-13, CODIFIED AS SECTION 6-2 OF THE CODE OF ORDINANCES OF THE CITY OF MILTON, FLORIDA, PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES WITHIN THE CITY OF MILTON, PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES INCONSISTENT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Milton adopted Ordinance No. 1386-13, which in part relates to the hours of sale of alcoholic beverages, and

WHEREAS, the City Council of Milton after due consideration has determined it appropriate to expand the hours during which alcoholic beverages may be sold within the City of Milton,

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

SECTION I – HOURS OF SALE

No alcoholic beverages may be sold, consumed or served or permitted to be served or consumed in any place holding a license under the state division of alcoholic beverages and tobacco between the hours of two thirty (2:30) ante meridiem (a.m.) and seven (7:00) ante meridiem (a.m.) during any of the days of the week, Monday through Sunday.

SECTION II - SEVERABILITY

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

SECTION III - REPEALER

This ordinance is not intended to repeal any other portion of Ordinance 1386-13 and further it is not intended to create a right or privilege to sell alcoholic beverages where the City of Milton has not authorized such sale to occur; otherwise, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION IV - EFFECTIVE DATE

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

CITY OF MILTON, FLORIDA

BY: _____
MAYOR, CITY OF MILTON, FLORIDA

ATTEST:

CITY CLERK: _____

First Reading: _____

Second Reading: _____

Legal in form and valid when signed by the City Attorney.

HEATHER F. LINDSAY, ESQUIRE