

TOWN OF CINCO BAYOU  
COUNCIL AS COMMITTEE MEETING  
JANUARY 14, 1987

Mayor Laginess called the Council as Committee Meeting to order at 5:56 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Laginess  
Councilwoman Buchanan  
Councilwoman Dumka  
Councilman Gage  
Councilman Skelly

Also Present: Attorney McInnis Clerk Borchik  
Aaron Talley Joe Senn  
Ray Touchstone Jerry Armstrong  
Jeff Prescott Ron Cannon  
Jerry Schnitzius Bart Hudson  
Daniel Atkins Eddie Brown  
Lisa Ashmore Mike Zoller

REGULAR BUSINESS

1. MINUTES - December 10 & December 17, 1986 - Councilwoman Dumka made a motion to accept the minutes of the December 10 and December 21, 1986 meetings as presented and to place this item on the Consent Agenda, seconded by Councilman Gage. The motion was unanimously approved.

2. FINANCIAL REPORT - January, 1987 - Councilman Gage made a motion to accept the financial report for January, 1987 as presented and place this item on the Consent Agenda, seconded by Councilman Plaster. The motion was unanimously approved.

3. AMSEC Contract - Councilwoman Dumka made a motion to adopt the AMSEC Contract as presented and to place this item on the Consent Agenda, seconded by Councilman Gage. The motion was unanimously approved.

4. ENVIRONMENTAL WASTE FRANCHISE - Mr. Schnitzius, Environmental Waste Systems, and his staff were in attendance to present their proposals for the new franchise. The "Tag & Bag" proposal was discussed at length and promises to result in a savings for those who do not generate large amounts of garbage and trash and also will aid in the identification of those who are not paying for collection service. This item will be discussed during the Regular Council meeting.

5. LAGUNA LANDING PROJECT - Mr. Talley presented the revised concept and plans for the Laguna Landing Project and requested the Council's approval of the basic concept in order for the plans to be finalized. The Council did not object to the proposal presented and Mr. Talley indicated that the final plans would be presented to the Council as soon as they are completed.

6. BIENVILLE SQUARE BUILDING PERMIT - Councilwoman Dumka made a motion to approve granting a building permit to H. H. Carnathan Construction for the construction of Unit E. Bienville Square Townhomes and to place this item on the Consent Agenda, seconded by Councilwoman Buchanan. The motion was unanimously approved.

7. PANHANDLE ANIMAL WELFARE SOCIETY - Mr. Zoller was present to discuss the Panhandle Animal Welfare Society's (PAWS) responsibilities in the Town with respect to animal control and the enforcement of Okaloosa County Ordinance 83-11 as amended. He stated that PAWS had no authority to enforce the County ordinance in the Town without specific authority granted by the Mayor in accordance with the Florida Statutes. Mr. Zoller indicated that he would prepare a letter for the Mayor's signature granting PAWS personnel the authority for animal control in the Town. A lengthy discussion followed concerning the Rabies Alert and quarantine last year. As a result of the information presented concerning the animals in Glenwood Park, the Council requested the Clerk to post signs in Glenwood Park prohibiting the feeding of animals.

8. KSD STATEMENT - Councilman Skelly presented a letter from Mr. Kendrick resulting from their meeting. Councilman Skelly stated his ideas on this matter and asked the Council to review the letter for additional discussion at next week's meeting.

9. GLENWOOD PARK RESOLUTION - Attorney McInnis read the resolution by title only. Councilman Gage made a motion to accept the first reading and place this item on the Consent Agenda, seconded by Councilman Skelly. The motion was unanimously approved.

10. CHRISTMAS DECORATIONS - Councilman Skelly made a motion to approve the purchase of additional Christmas decorations in the amount of \$ 1,500.00, and to place this item on the Consent Agenda, seconded by Councilwoman Dumka. The motion was unanimously approved.

PUBLIC REQUESTS - None

COMMITTEE REPORTS

1. Administrative Committee - No Report
2. Finance & Budget Committee - No Report
3. Comprehensive Plan Committee - No Report

CORRESPONDENCE

1. Letter - Municipal Code Corporation - This letter is requesting follow-up on the codification quote provided last fall.

2. Letter - Panhandle League of Cities - This is a request for membership renewal. Councilman Gage made a motion to renew the Town's membership and place it on the Consent Agenda, seconded by Councilwoman Dumka. The motion was unanimously approved.

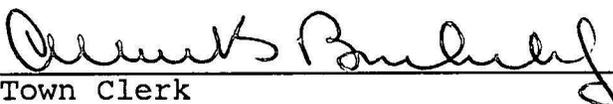
CLERK'S REPORT - The Clerk advised the Council that the maintenance man would be wearing two tone green uniforms starting this week.

MAYOR'S ANNOUNCEMENTS - The Mayor reminded the Council of the Town dinner tomorrow night.

There being no further business, the meeting adjourned at 7:44 PM.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Town Clerk

NOTE: A mechanical recording has been made of the foregoing proceedings of which these minutes are a part and is on file in the Office of the Town Clerk.

# TOWN OF CINCO BAYOU

35 KELLY AVENUE (CINCO BAYOU)  
FT. WALTON BEACH, FLORIDA 32548  
904-244-2712

Mayor:  
CHARLES R. LAGNESS

Council Members:  
DOROTHY H. BUCHANAN  
JOYCE V. DUMKA  
RICHARD K. GAGE  
MICHAEL PLASTER  
JOSEPH P. SKELLY

Town Attorney:  
C. JEFFREY McINNIS

Town Clerk:  
ALBERT S. BORCHIK, JR.

## M E M O R A N D U M

TO: Mayor & Councilmembers

FROM: Town Clerk *AKB*

DATE: 1/13/87

SUBJECT: Agenda Highlites

1. Included with the December Financial Report and List of Deposits & Checks is the quarterly Budget Report for the 1st Quarter. This report indicates the budgeted income and expenditures by line item for the year with the 1st quarter amounts and percentage also listed. With the exception of a few items, we seem to be on track. A budget revision to realign amounts within the individual accounts appears to be in order around April 1st.
2. The proposed AMSEC contract is enclosed and with the exception of the section dealing with the "unarmed guards" is the same as the present contract.
3. Representatives from Environmental Waste will be present to explain their "Tag & Bag" proposal. The present franchise expires March 31, 1987.
4. The enclosed drawing shows the current thinking on the Laguna Landing Project. Mr. Talley will be present to answer questions.
5. Panhandle Animal Welfare Society. In 1983, the Humane Society, now PAWS, came before the Council and asked the Council to repeal the Town Ordinance on Animals and adopt the County Ordinance. In this way, all license fees would be directed to the Humane Society and ALL OF THE SERVICES provided under our ordinance for \$8.00 /trip would be provided free of charge. On January 8 I contacted the Humane Society and requested the pickup of a dead dog in the Wickes Lumber parking lot and was informed that it would cost \$25.00. I asked to speak to the manager and he (Mike Zoller) confirmed the charge. This appears to be a new policy and I have asked Mike Zoller to attend this meeting and explain to the Council the reason for the charge.
6. The Department of Natural Resources asked that the Council adopt a resloution declining the grant for Glenwood Park.

AMERICAN SECURITY

**AMSEC, INC.**

P.O. BOX 1357 • FORT WALTON BEACH, FLORIDA 32549

Phone (904) 244-2415 or 243-8614



**ROBERT D. HOOK**  
PRESIDENT

January 13, 1987

Town of Cinco Bayou  
35 Kelly Avenue  
Fort Walton Beach, Florida 32548

Dear Sir:

American Security would like to renew the Security Service Contract with the Town of Cinco Bayou at the current rate and under the same conditions as the present contract.

The current contract may be extended or a new one executed. I have enclosed two signed copies of the same contract as last year with the name changes as appropriate.

Should you have any changes in our services, we would be most happy to meet with you and discuss their implementation.

Sincerely,

A handwritten signature in cursive script that reads "Robert D. Hook".

Robert D. Hook  
President

RDH:ldg

**GUARD AND PATROL SERVICES**

AMERICAN SECURITY  
AMSEC, INC.  
POST OFFICE BOX 1357  
FORT WALTON BEACH, FLORIDA 32548

CONTRACT

THE FOLLOWING CONTRACT is entered into by AMERICAN SECURITY (hereinafter referred to as AMSEC) of Fort Walton Beach, Florida and Charles R. Laginess, Mayor, as agent (hereinafter referred to as client) for the Town of Cinco Bayou, Florida on this 13th day of January, 1987.

AMSEC, for consideration hereinafter described, agrees to provide security PATROL service and supervision for the client, the Town of Cinco Bayou, Florida, for a period of one year \*commencing February 1, 1987. This contract to be automatically renewed upon anniversary date, unless written notification of intention to renegotiate or terminate said contract is submitted 30 days prior to anniversary date by either party thereto.

TERMS AND CONSIDERATIONS

A) AMSEC WARRANTS that it is a bonded organization recognized and licensed by the State of Florida to provide security services. AMSEC further warrants that its executives and security officers are trained in a manner commensurate with the services to be provided under this contract.

B) THE CLIENT AGREES that AMSEC, in order to effectively carry out the responsibilities inherent to the contract, is authorized to act as agent in all matters pertaining to security operations and shall exercise this authority in a responsible manner to further the interests of the client. It is further agreed that this authority shall not extend to expenditure of client funds except as may be separately agreed upon.

C) IT IS AGREED that guards provided under this contract shall not bear firearms unless specifically directed and authorized by the client; that such authorization shall apply only within the boundaries of client's property; and that AMSEC shall not be deemed as liable for the negligent or criminal acts of third parties either lawfully or unlawfully on the premises of the client. It is further understood that this agreement shall in no way circumvent applicable Federal, State, County, or local laws as they pertain to the registration of firearms or firearms bearer permits.

D) IT IS AGREED that the property and premises of the client shall not be construed as being within the care, custody, or control of AMERICAN SECURITY during the time that this agreement shall be in effect.

E) IT IS AGREED that AMSEC will insure guards provide their own transportation traveling to and from client's premises and that assigned guards shall be uniformed unless otherwise stipulated by client. Other transportation and equipment required for the performance of service to the client shall be provided by client, as shall any specialized uniform which deviates from the standard AMSEC uniform.

F) AMSEC SHALL have the right, upon written notification to the client, to renegotiate existing rates of payment based upon fluctuations in operating costs or revisions in the "cost of living" index. Failure to reach a satisfactory agreement as to a renegotiated rate shall serve to void this contract.

G) PAYMENT FOR SERVICES rendered under this contract shall be due and payable upon the 10th day following the billing date and shall be considered delinquent on the 25th day following the billing date. All amounts delinquent shall be charged interest at the rate of 1.5% per month, which is 18% per annum, from the billing date. In the event that AMSEC shall engage an attorney to enforce collection or to preserve and protect its rights under this contract, each party shall pay their own attorney fees.

H) AMSEC is not an insurer and any rates set forth are based solely upon the value of the service provided. Any loss of the Town resulting from failure to provide the patrol, park or emergency call services contracted shall be fixed at \$25.00 as liquidated damages and not as a penalty. Such liability of AMSEC shall be exclusive, but does not apply to liability covered in paragraph I below.

I) AMSEC shall be liable and responsible for the negligent acts and omissions and intentional conduct of all its personnel in the performance of the contract and shall hold the Client harmless therefrom.

J) CLIENT STIPULATES that no employee of AMSEC shall be hired by the client in any security position during the individual's term of employment with AMSEC or for a period of six months after termination of such employment.

K) CLIENT AGREES TO PAY AMSEC the sum of \$1050.00 per month for services rendered. Payments will be made as outlined in paragraph G above.

  
\_\_\_\_\_  
AGENT, AMERICAN SECURITY

ACCEPTED BY

\_\_\_\_\_  
CLIENT/DESIGNATED AGENT

DATE SIGNED 1/13/87

\_\_\_\_\_  
CLIENT/DESIGNATED AGENT

DATE SIGNED \_\_\_\_\_

Personnel to be contacted in case of emergency:

CHARLES R. LAGINESS  
204 KIDD STREET  
243-1783

MICHAEL PLASTER  
53 YACHT CLUB DRIVE, #7  
243-0485

ALBERT BORCHIK  
31 PEBBLE BEACH DRIVE  
651-2435

ENVIRONMENTAL WASTE SYSTEMS  
P. O. Box 4490  
Fort Walton Beach, FL 32549



A Waste Management Company



January 8, 1987

Town Council  
Town of Cinco Bayou  
35 Kelly Avenue (Cinco Bayou)  
Fort Walton Beach, FL 32548

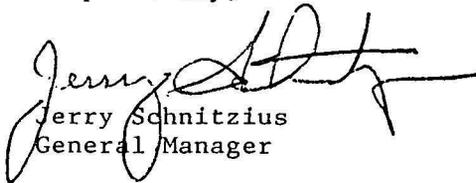
Dear Council,

We at Environmental Waste welcome this opportunity for discussion of a "roll-over" of the franchise for garbage and trash collection in your town. We feel we have innovative ideas for the operation of the franchise that will benefit all concerned.

Enclosed you will find changes to the franchise that we would like to see implemented. Further there is presented a system of refuse collection that we feel is ideal for the Town of Cinco Bayou.

We look forward to our discussions. We value the franchise from the town and appreciate the relationship we enjoy.

Respectfully,

  
Jerry Schnitzius  
General Manager

JS/sw

Enclosure



## SUGGESTED CHANGES

Section 1. Change from ... Northwest Florida Sanitation Services, Inc., hereinafter called "contractor." - to - Environmental Waste Systems, hereinafter called "contractor."

Section 5 & 6. Change to reflect the following: collection will be a "tag and bag" system of garbage and trash collection. When cans are used as recepticals for garbage or trash they must be either a standard 30 gallon galvanized, plastic or aluminum can with lids and must be in reasonably good condition. Contractor shall not be responsible for pick-up of any can that does not meet the foregoing specifications. Contractor shall remove four (4) containers of garbage and trash per pick-up day, exclusive of tree trimmings, branches and limbs. Tree trimmings, branches and limbs shall be picked up from the curb and shall be in 3 to 4 foot lengths and tied with string, rope or wire.

Upon payment for service, the customer will be provided four (4) color coded tags to affix to the four (4) garbage and trash containers they intend to use. Colors of the tags will change on a quarterly basis. Only those containers with tags will be picked up by the contractor. Should the resident require additional service, it will be provided by bags (with Town of Cinco Bayou or Environmental Waste Systems printed on the bag) that the customer purchases through Town Hall. With the purchase of the bag, the customer pays for the disposal of the bag.

With the use of this system we will be able to hold the cost of service constant, that is \$6.35 per residential unit.

Should it occur that a customer does not generate four (4) containers of garbage and trash per pick-up (especially applicable to senior citizens) there shall be an allowance to drop the number of tags to three (3). There will be an associated drop in cost of service ( $\$6.35$  divided by 4 tags =  $\$1.59 \times 3 = \$4.77$  per month cost of service). Contractor will hold all decreases to three (3).

It should be understood that any garbage and trash over the four (4) tag stipulation must be in bags provided by the contractor.

Section 7. Drop regulation of roll-off or include it in exclusive franchise.

Section 10. Change to - contractor shall maintain an office at 108 Hill Avenue, Fort Walton Beach Industrial Park, Fort Walton Beach, Florida, with office hours from 8:00 a.m. to 5:00 p.m. weekdays and 8:00 a.m. to 4:00 p.m. Saturdays, where customers may come in and personally pay their bill. These customers who wish to pay their bill by mail may send their payment to Environmental Waste Systems, P. O. Drawer 929, Mary Esther, Florida 32569.



page two

Section 11. Change to - The contractor shall provide and keep in force a comprehensive general public liability and public damage insurance policy providing public liability coverage for not less than \$1,000,000.00 for each person, not less than \$3,000,000.00 for each accident, and property damage coverage of not less than \$1,000,000.00 and the contractor shall show proof of the same by furnishing the town with a certificate of insurance.

Section 19. Any landfill fees imposed by Okaloosa County will be added to those charges to the customer for service.

LAGUNA PARK

LAGUNA ST

FIVE MILE BAYOU

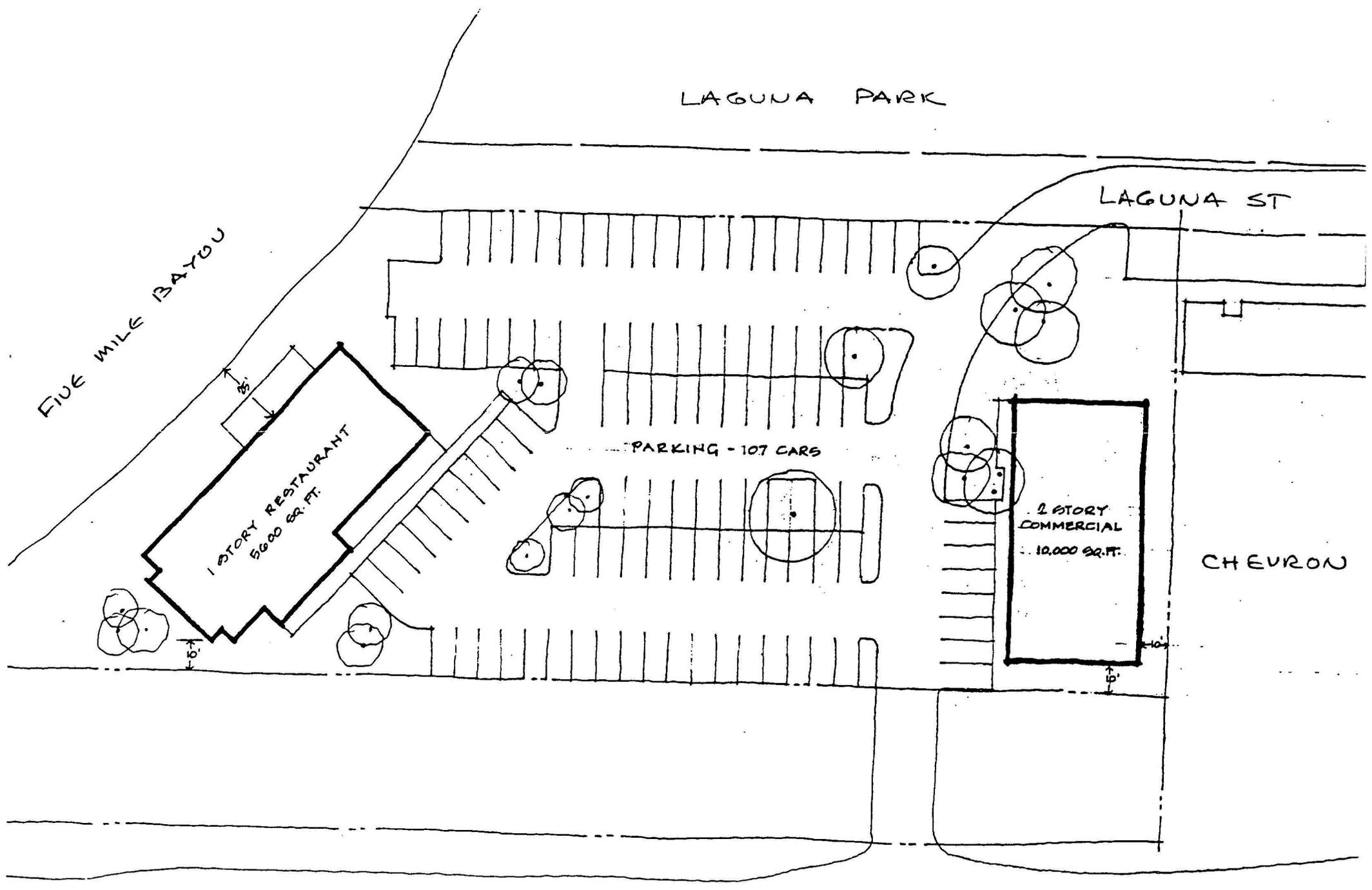
1 STORY RESTAURANT  
5600 SQ. FT.

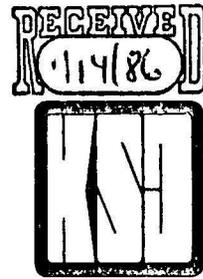
PARKING - 107 CARS

2 STORY  
COMMERCIAL  
10,000 SQ. FT.

CHEVRON

EGLIN PKWY





C. J. Kendrick, III, AIA  
James R. Stokes, AIA  
Don W. David, Jr. AIA  
James R. Dowling, AIA  
Margaret S. Espy, PSMA

December 29, 1986

Mr. Joe Skelly, Councilman  
Town of Cinco Bayou  
96 Yacht Club Drive #9  
Fort Walton Beach, Florida 32548

Re: Additions to Town Hall

Dear Mr. Skelly:

We appreciate you coming by to talk about the architectural contract for above referenced proposed project. It seems there has been a great communication gap and we appreciate your efforts in helping us close it.

We have retyped the Owner/Architect Contract leaving blank the agreement date on page 1 and paragraph 9.1 which allows for an initial payment to be made and credited toward full fees as stated in contract.

As discussed a client has the privilege of terminating the Contract at any point he may desire (see Art. 7 - Termination of Agreement). For example, until the Schematic Phase has been accepted and the Architect receives instructions to proceed, a project is held in abeyance. In the event he desires to terminate the contract at that point the Architect is compensated accordingly.

In this case, we will be willing to accept an amount to compensate for the initial payment (Para. 9.1) and await any future Council action in regard to the project.

The blanks may be filled in at the discretion of the Council's decision. Contract also requires signature with one copy returned to this office. We trust the plans will be beneficial to the Town should the decision be made to proceed with proposed additions someday.

Thank you again for your interest in this matter.

Respectfully submitted,

  
Jim Kendrick, III, A.I.A.  
President

:me

Encl: Contract (2)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B151

**Abbreviated Form of Agreement Between  
Owner and Architect  
For Construction Projects of Limited Scope**

1978 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

**AGREEMENT**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Nineteen  
Hundred and \_\_\_\_\_

**BETWEEN** the Owner: Town of Cinco Bayou  
35 Kelly Avenue  
Fort Walton Beach, Florida 32548

and the Architect: KSD Architectural Associates, Inc.  
111 Ferry Road SE, P. O. Box 1030  
Fort Walton Beach, Florida 32549

For the following Project:  
*(Include detailed description of Project location and scope.)*

Provide services for an Addition to City Hall for Town of Cinco  
Bayou of approximately 2,250 square feet located on Kelly Avenue.

The Owner and the Architect agree as set forth below.

Copyright 1974, © 1978 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.  
Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates  
the copyright laws of the United States and will be subject to legal prosecution.

## Terms and Conditions of Agreement Between Owner and Architect

### **ARTICLE 1** **ARCHITECT'S SERVICES** **AND RESPONSIBILITIES**

The Architect's Basic Services are as described under the four Phases identified below and in Article 10, and unless otherwise provided in Article 10, include normal structural, mechanical and electrical engineering services.

#### **1.1 DESIGN PHASE**

**1.1.1** The Architect shall review with the Owner alternative approaches to design and construction of the Project.

**1.1.2** Based on the mutually accepted program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a Statement of Probable Construction Cost.

#### **1.2 CONSTRUCTION DOCUMENTS PHASE**

**1.2.1** Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost.

**1.2.2** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### **1.3 BIDDING OR NEGOTIATION PHASE**

**1.3.1** Unless provided in Article 10, the Architect, following the Owner's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and in awarding contracts for construction.

#### **1.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**1.4.1** The Construction Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

**1.4.2** Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

**1.4.3** The Architect shall be a representative of the Owner during the Construction Phase. Instructions to the Contractor shall be forwarded through the Architect.

**1.4.4** The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

**1.4.5** The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

**1.4.6** The Architect shall at all times have access to the Work wherever it is in preparation and progress.

**1.4.7** The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts.

**1.4.8** The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.4.4 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated; the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

**1.4.9** The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor, and shall render written decisions on all claims, disputes and other matters in question between the Owner and the Contractor. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be

liable for the result of any interpretation or decision rendered in good faith in such capacity.

**1.4.10** The Architect shall have authority to reject Work which does not conform to the Contract Documents, and will have authority to require special inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

**1.4.11** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**1.4.12** The Architect shall prepare Change Orders for the Owner's approval and execution, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time.

**1.4.13** The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, and shall issue a final Certificate for Payment.

**1.4.14** The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

## **1.5 ADDITIONAL SERVICES**

**1.5.1** Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 10, and they shall be paid for by the Owner as provided in this Agreement.

**1.5.2** If the Owner and the Architect agree that more extensive representation at the site than is described in Paragraph 1.4 shall be provided, such additional project representation shall be provided and paid for as set forth in Article 10.

## **1.6 TIME**

**1.6.1** The Architect shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

## **ARTICLE 2**

### **THE OWNER'S RESPONSIBILITIES**

The following services and responsibilities, and any others so indicated in Article 10, shall be undertaken by the Owner.

**2.1** The Owner shall provide full information including a program, which shall set forth the Owner's design objectives, constraints and criteria.

**2.2** The Owner shall furnish a legal description and a certified land survey of the site and the services of soil engineers or other consultants when such services are deemed necessary by the Architect.

**2.3** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and re-

ports as required by law or the Contract Documents.

**2.4** The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Owner.

**2.5** The services, information, surveys and reports required by Paragraphs 2.2 through 2.4 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

**2.6** If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

**2.7** The Owner shall furnish required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

## **ARTICLE 3**

### **CONSTRUCTION COST**

#### **3.1 DEFINITION**

**3.1.1** The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

**3.1.2** The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

**3.1.3** Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

#### **3.2 RESPONSIBILITY FOR CONSTRUCTION COST**

**3.2.1** It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

**3.2.2** No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents Alternate Bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in

the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

**3.2.3** Any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

**3.2.4** If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 7.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

#### **ARTICLE 4**

##### **PAYMENTS TO THE ARCHITECT**

**4.1** An initial payment as set forth in Paragraph 9.1 is the minimum payment under this Agreement.

**4.2** Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase.

**4.3** When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 9.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost.

**4.4** Reimbursable Expenses include actual expenditures made by the Architect in the interest of the Project for:

- .1** expense of transportation and living expenses in connection with out-of-town travel, authorized by the Owner,
- .2** long distance communications,
- .3** fees paid for securing approval of authorities having jurisdiction over the Project,
- .4** reproductions,
- .5** postage and handling of Drawings and Specifications,
- .6** renderings and models requested by the Owner,
- .7** expense of overtime work requiring higher than regular rates, if authorized by the Owner,
- .8** expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally

carried by the Architect and the Architect's consultants.

**4.5** Payments on account of the Architect's Additional Services and for Reimbursable Expenses as defined in Paragraph 4.4 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

**4.6** No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

**4.7** If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 7.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

#### **ARTICLE 5**

##### **OWNERSHIP AND USE OF DOCUMENTS**

**5.1** Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

**5.2** Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

#### **ARTICLE 6**

##### **ARBITRATION**

**6.1** All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

6.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

6.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **ARTICLE 7**

##### **TERMINATION OF AGREEMENT**

7.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

7.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

7.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 7.4.

7.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- .1 20 percent if termination occurs during the Design Phase, or

- .2 10 percent if termination occurs during the Construction Documents Phase, or
- .3 5 percent if termination occurs during any subsequent phase.

#### **ARTICLE 8**

##### **MISCELLANEOUS PROVISIONS**

8.1 This Agreement shall be governed by the law of the principal place of business of the Architect.

8.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

8.3 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

8.4 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**ARTICLE 9**  
**BASIS OF COMPENSATION**

The Owner shall compensate the Architect for the Services provided, in accordance with Article 4, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

9.1 AN INITIAL PAYMENT OF \_\_\_\_\_ dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

Initial payment for preliminary studies shall be credited against fees for basic services as stated in 9.2.1.

9.2 BASIC COMPENSATION

9.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.4 or identified as such in Article 10, Basic Compensation shall be computed as follows:

*(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)*

Compensation for basic services through Bid Phase shall be a fixed fee of Five Thousand and 00/100 Dollars (\$5,000.00).

9.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 4.2 so that Basic Compensation for each Phase shall equal the following percentages of the total Compensation payable:

*(Include any additional phases as appropriate.)*

Design Phase:	Thirty	percent (30%)
Construction Documents Phase:	Sixty-five	percent (65%)
Bidding or Negotiation Phase:	Five	percent ( 5%)
Construction Phase:	Not applicable	percent ( 0%)

9.3 FOR ADDITIONAL SERVICES provided under Paragraph 1.5 or identified as such in Article 10, compensation shall be computed as follows:

*(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense (or Principals, consultants and employees. Identify specific types of consultants in Article 10, if required.)* Architectural: A multiple of 3 (three) times Direct Personnel Expense; Consultants: A multiple of 1.25 times amount billed by Consultant.

9.4 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

*(Here insert any rate of interest agreed upon.)*      Ten percent (10%) per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)*

9.5 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

9.5.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

9.5.2 IF THE SERVICES covered by this Agreement have not been completed within six ( 6 ) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

**ARTICLE 10**  
**OTHER CONDITIONS OR SERVICES**

*(Describe any services not included above which are to be performed by the Architect or Owner. State whether services to be provided by the Architect are Basic Services or Additional Services.)*

10.1 Additional Service for Contract Administration (Option)

Administration of the Construction Contract during Construction Phase is not included under basic services of this contract. Should Owner desire services of A/E during this phase of work, additional fees would be billed on an hourly basis as outlined in Paragraph 9.3.

10.2 This Agreement does not include sitework and civil engineering services.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

TOWN OF CINCO BAYOU

KSD ARCHITECTURAL ASSOCIATES, INC.

*Jim Kendrick III*  
Jim Kendrick, III, A.I.A.  
President

RESOLUTION NO. 87-4

A RESOLUTION OF THE TOWN OF CINCO BAYOU, FLORIDA, REJECTING THE FLORIDA DEPARTMENT OF NATURAL RESOURCES FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT FOR THE GLENWOOD PARK NATURE TRAIL.

WHEREAS, the Town Council of the Town of Cinco Bayou has reconsidered its position and the responsibilities incurred by the Town through the acceptance of the Florida Recreation Development Assistance Program Grant; and

WHEREAS, present conditions and projected use of the facilities do not warrant extending the elevated boardwalk or sand trails,

NOW THEREFORE, upon a motion duly made, seconded and unanimously approved, the following resolution is adopted by the Town Council of the Town of Cinco Bayou, Florida.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA;

1. That the grant of \$ 27,500.00 from the Florida Department of Natural Resources Florida Recreation Development Assistance Program for the Glenwood Park Nature Trail (F85-035) is hereby rejected in its entirety.

2. This resolution is effective immediately upon its adoption.

Adopted this 21st day of January, 1987.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

# Municipal Code Corporation

Law and Ordinance Codification



POST OFFICE BOX 2235  
TALLAHASSEE, FLORIDA 32316

1700 CAPITAL CIRCLE S.W.  
TELEPHONE (904) 576-3171  
Toll Free Numbers:  
1-800-342-CODE (Florida only)  
1-800-262-CODE

January 8, 1987

Mr. Albert S. Borchik, Jr.  
Town Clerk  
Town of Cinco Bayou  
35 Kelly Avenue  
Fort Walton Beach, Florida 32548

Dear Mr. Borchik:

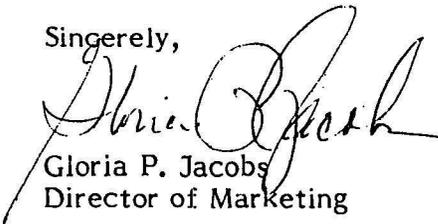
We have not had the pleasure of hearing from you recently, concerning the revision and recodification of the ordinances of the Town of Cinco Bayou.

We would like to emphasize that the codification of the ordinances would be a thorough editorial analyzation. The primary purpose of a total codification project is the review of the ordinances of the Town in conjunction with the current state laws and court decisions, to eliminate obsolete provisions, duplications and inconsistencies.

We would like to submit our updated proposal at such time as appropriate, and look forward to hearing from you.

Since our last communication with you we have entered into contracts with the following Municipalities: Ft. Lauderdale, St. Augustine, Sunrise, Tamarac, Tavares, and Winter Garden, and also Lake and Putnam Counties. We would like the opportunity to be of further service to the Town of Cinco Bayou.

Sincerely,

  
Gloria P. Jacobs  
Director of Marketing

GPJ/tki  
Enclosures

RECEIVED  
1/13/87

The University of West Florida • 11000 University Parkway • Pensacola, Florida 32514-5751



Center for State and Local Government  
College of Arts & Sciences  
(904) 474-2367

MEMORANDUM

January 8, 1987

TO: 1986 Member Cities of the Panhandle League of Cities  
FROM: Larry Walker, League Coordinator  
SUBJECT: Membership in the Panhandle League of Cities

It is time to renew membership in the Panhandle League of Cities for another year. Annual dues remain at \$35.00 per city. Your continued support will be appreciated by other active participants in the League.

The year 1986 has been another good year for the Panhandle League, to wit:

Membership

\*Two municipalities, Destin and Noma, joined for the first time, and Freeport rejoined after a two-year absence.

\*Total membership climbed to 39 cities and towns--the most ever! (See enclosed "Table 1" for complete listing.) Membership has increased each year since 1978. In 1986 our members ranged in population from Tallahassee (105,000) to Cinco Bayou (213). The largest town not a member in 1986 was Apalachicola (2,478).

Activities

\*Six meetings were held during the year, with good attendance. AT our annual summer dinner, more than 100 people greeted Mayor Bob Martinez of Tampa, now Governor. At a first-ever evening dinner meeting at Bonifay, an attendance of 52 persons exceeded all expectations.

\*The League adopted an eight-item Legislative Policy Statement for the 1986 legislative session. (It will meet soon--to adopt its 1987 legislative policy statement. Watch for a notice regarding this important meeting.)

\*League representatives interacted with the Florida League of Cities in various ways, thereby serving both the Panhandle area and the entire state.

\*Certain officers and other members of the Panhandle League were active in directing the Florida Institute of Government program of training and technical assistance in the western Panhandle region.

\*Leadership of the League was stable throughout the year.

### The Coming Year

The new year of 1987 will be an even better year for the Panhandle League of Cities. The following steps will be taken by the Panhandle League in 1987:

\*For the first time, the League will receive financial assistance of over \$1,000 from the Florida League of Cities.

\*For the first time, the league will create and maintain a lobbying committee composed of selected municipal officials in each legislative district in the Panhandle, for the purpose of ensuring communication with all Panhandle-area legislators on issues of importance to the Panhandle League of Cities. Funding received from the Florida League will be used to reimburse committee members for necessary long-distance telephone charges and expenses of travel to Tallahassee.

\*A review of Panhandle League organization and activities will be made, toward the end of better organizing the League and its activities for effective functioning as a lobbying organization.

\*Meetings will be more frequent than in some past years. The dinner meeting in Bonifay will be repeated, in addition to the annual summer dinner in Panama City. With the organizational improvements noted above, the meeting to adopt a 1987 legislative policy will take an added significance. All in all, an active year is expected.

The Panhandle League of Cities needs your municipality's continued membership. Please renew membership by returning the attached response form to me with a check for \$35 payable to the Panhandle League of Cities.

6/23/86

TABLE 1. Cities and Towns of the Panhandle, Their Populations and Record of Membership in the Panhandle League of Cities

Municipality	1983 Population (estimates)	League Membership								
		78	79	80	81	82	83	84	85	86
Alford (T)	514									
Altha (T)	484	x								
— Apalachicola (C)	2,478			x	x	x	x	x	x	
Bascom (T)	130									
BLOUNTSTOWN (C)	2,597	x	x	x	x	x	x	x	x	x
BONIFAY (C)	2,562		x	x	x	x	x	x	x	x
Bristol (C)	1,024									
CALLAWAY (C)	8,822	x	x	x	x	x	x	x	x	x
Campbellton (T)	336		x							
Carrabelle (C)	1,306									
Caryville (T)	605									
CEDAR GROVE (T)	1,321	x				x	x	x	x	x
CENTURY (T)	2,489			x	x			x	x	x
CHATTAHOOCHEE (C)	4,942						x	x	x	x
CHIPLEY (C)	3,414				x	x	x	x	x	x
CINCO BAYOU (T)	213	x	x	x	x	x	x	x	x	x
Cottondale (T)	1,001	x								
CRESTVIEW (C)	7,776	x		x	x	x	x	x	x	x
DEFUNIAK SPRINGS (C)	5,543	x	x	x	x	x	x	x	x	x
— DESTIN (C)	8,000									x
Ebro (T)	221	x								
Esto (T)	324									
— FT. WALTON BEACH (C)	21,560	x		x	x	x	x	x	x	x
— FREEPORT (T)	766				x	x	x			x
GRACEVILLE (C)	2,943	x	x	x	x	x	x	x	x	x
Grand Ridge (T)	582									
Greensboro (T)	539									
Greenwood (T)	588				x	x	x			
GRETNA (T)	1,591							x	x	x
GULF BREEZE (C)	5,420	x	x	x	x	x	x	x	x	x
HAVANA (T)	2,798					x	x	x	x	x
Jacob City (C)	295									
JAY (T)	697		x	x	x	x	x	x	x	x
LAUREL HILL (C)	586	x	x	x	x	x	x	x	x	x
LYNN HAVEN (C)	7,675	x	x	x	x	x	x	x	x	x
MALONE (T)	876								x	x
MARIANNA (C)	6,958	x	x	x	x	x	x	x	x	x
MARY ESTHER (T)	3,877	x	x	x	x	x	x	x	x	x
MEXICO BEACH (C)	962					x	x	x	x	x
MILTON (T)	7,282	x	x	x	x	x	x	x	x	x
NICEVILLE (C)	9,254	x	x	x	x	x	x	x	x	x
— NOMA (T)	265									x
PANAMA CITY (C)	34,196	x	x	x	x	x	x	x	x	x
PANAMA CITY BEACH (C)	2,682	x	x	x	x	x	x	x	x	x
PARKER (C)	4,419	x	x	x	x	x	x	x	x	x
Paxton (T)	649									

-continued-

Municipality	1983 Population (estimates)	League Membership									
		78	79	80	81	82	83	84	85	86	
PENSACOLA (C)	59,563	x	x	x	x	x	x	x	x	x	x
Fonce de Leon (T)	491										
FORT ST. JOE (C)	3,969	x	x	x	x	x	x	x	x	x	x
QUINCY (C)	8,639		x	x		x	x	x	x	x	x
SHALIMAR (T)	412	x	x	x	x	x	x	x	x	x	x
— Sneads (T)	1,676				x	x	x	x	x		
SPRINGFIELD (C)	7,446	x	x	x	x	x	x	x	x	x	x
TALLAHASSEE (C)	105,577		x	x	x	x	x	x	x	x	x
VALPARAISO (C)	6,373	x	x						x	x	x
Vernon (C)	927										
Ward Ridge (C)	112										
Wausau (T)	340										
WESTVILLE (T)	347		x	x			x	x	x	x	x
WEWAHITCHKA (T)	1,805			x	x	x	x	x	x	x	x

PLEASE RETURN THIS FORM WITH YOUR MEMBERSHIP DUES

---

In 1987, please address all Panhandle League of Cities communications to the following contact person:

Contact Person \_\_\_\_\_  
(name and position)

Municipality \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number (s) \_\_\_\_\_