

TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING
APRIL 11, 1989

Mayor Laginess called the Regular Council Meeting to order at 6:02 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

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

Also Present: Attorney McInnis Secretary Kelley
Steve Jernigan Spence King
Allen McWilliams Dick Godfrey
Gary Grow Lee Martin
Herb Fain Herb Sheraw

Consent Agenda - Councilwoman Buchanan made a motion to accept items on the Consent Agenda, specifically item #4, seconded by Councilman Davis. The motion was unanimously approved.

REGULAR BUSINESS

1. Minutes - March 7 & March 14, 1989 - Councilman Gage made a motion to accept the Minutes of March 7 and March 14, 1989, seconded by Councilwoman Buchanan. The motion was unanimously approved.

2. Financial Report - March 1989 - Councilwoman Buchanan made a motion to accept the Financial Report of March 1989, seconded by Councilman Davis. The motion was unanimously approved.

3. Town Hall Construction Bid Award - Councilman Gage made a motion to award the Town Hall Construction Bid to Amac Construction for the amount of \$166,250.00 and give authorization to allow Mayor Laginess to execute the contract, seconded by Councilwoman Buchanan. The motion was unanimously approved. A pre-construction conference will be held Thursday, April 20, 1989 at 3:00 PM. The Town Council will hold a ground breaking ceremony Thursday, April 20, 1989 at 4:00 PM in Leyenda Park.

*4. Town Hall Construction Alternates 1, 2, & 3

5. Environmental Waste Systems - Recycling - Councilman Skelly made a motion to accept the recycling plan offered by Environmental Waste Systems and to authorize Mayor Laginess to execute the contract as soon as it becomes available, seconded by Councilwoman Buchanan. Councilman Davis inquired whether the

Council intended to pay for the recycling plan for the Town. Councilman Skelly made a motion to amend the motion to provide that the Council will pay the cost of the recycling plan for the Town, seconded by Councilman Davis. The motion was unanimously approved.

6. Cinco Baptist Church Parking Request - Mr. Lee Martin and Mr. Herb Fain, Cinco Baptist Church were present to request nine (9) additional handicapped parking spaces for the Church. The Council expressed their concerns regarding an increase of traffic on Kidd Street if this request were granted. Councilman Skelly asked the Council to move to the next agenda item. There was no motion, no second, and no additional discussion.

7. Warner Cable - Request for Resolution - Mr. Sheraw, General Manager, Warner Cable, was present to request a resolution acknowledging change of control of the parent company. He explained that there would be no rate increases or other changes in the franchise agreement. Councilman Skelly made a motion to adopt the resolution, seconded by Councilwoman Buchanan. The motion was unanimously approved.

COUNCILMEMBERS REPORTS/COMMENTS - Councilman Skelly inquired about the status of crosswalk. Councilman Gage reported that the Town Manager had written a letter to the DOT requesting a quote for the cost to install the crosswalk. The DOT has informed him that it would take 4-6 weeks to prepare an estimate.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME - None.

COMMITTEE REPORTS

1. Administrative Committee - None.
2. Finance & Budget Committee - None.
3. Comprehensive Plan Committee - None.

CORRESPONDENCE

1. Ltr, Florida LOC - State Mandates - No action.
2. Minutes, Panhandle LOC Meeting 3/23/89 - No action.
3. Ltr, Okaloosa County - Interlocal Agreement - No action.
4. Ltr, Panhandle LOC Lobbying Schedule - No action.

TOWN MANAGER'S REPORT - No report.

MAYOR'S ANNOUNCEMENTS - None.

There being no further business, the meeting adjourned at 7:07 PM.


Mayor

Attest:


Town Manager/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 Manager/Clerk.

RECEIVED
2/30/89

ASB



Exciting

Cinco Baptist Church • Fort Walton Beach

March 30, 1989

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

Dear Council Members,

Cinco Baptist Church requests the reinstatement of parking along Kidd Street. This will primarily be used by elderly and disabled members of our Church. Some of this area would be designated as visitor parking.

Please refer to the attached diagram for details. Thank you for your consideration in this matter.

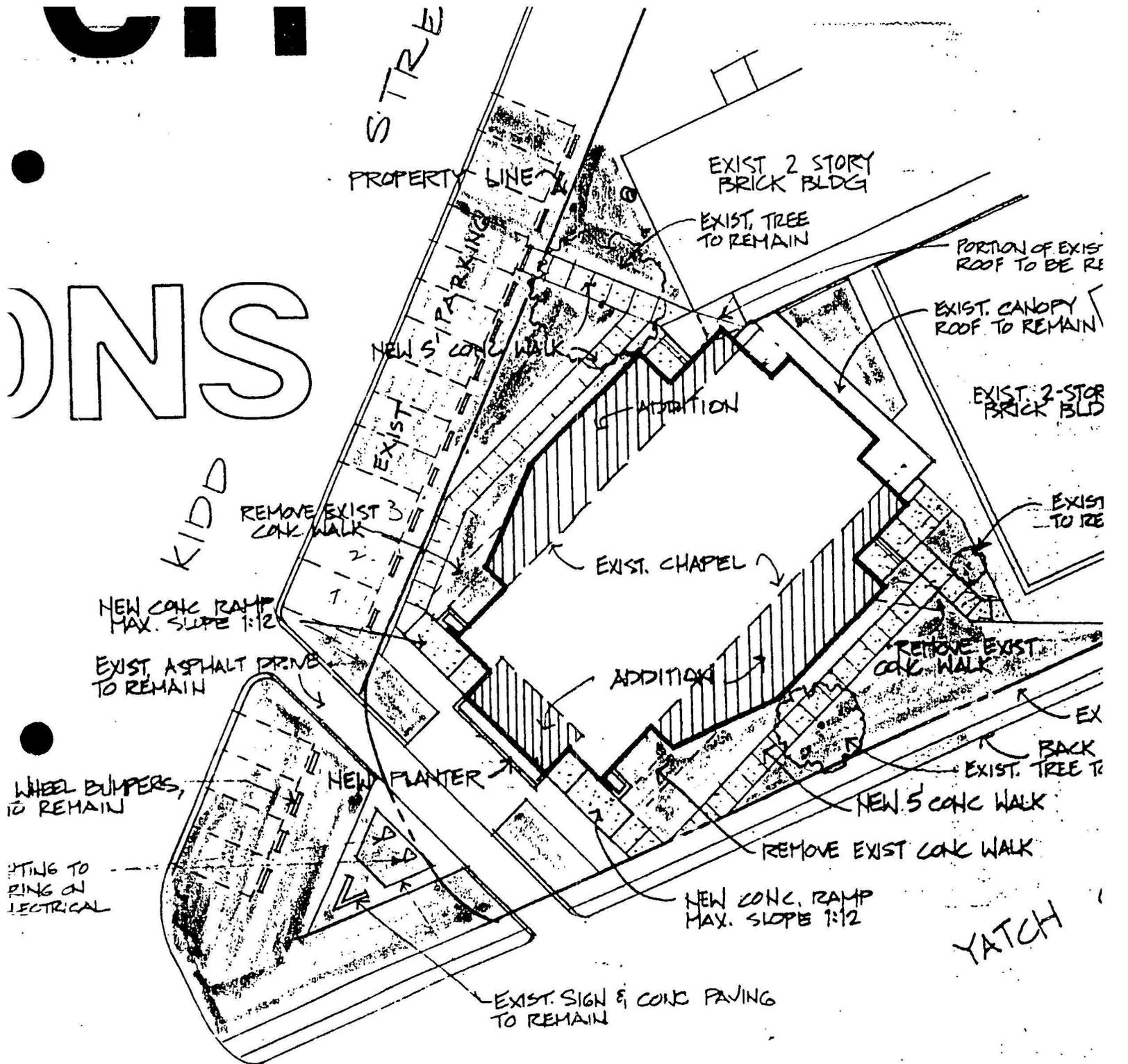
Your's in Christ,

Lee Martin

Lee Martin
Chairman Building and Grounds Committee

LM/mp

ONS



PARTIAL SITE PL

Scale: 1" = 30'

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS, EXISTING CONSTRUCTION, AND FINISH FLOOR ELEVATIONS

RESOLUTION NO.89-2

Resolution concerning the merger of Time Inc. and Warner Communications Inc.

WHEREAS, [Warner Cable] is the holder of a cable television franchise (the "Franchise") in the Town of Cinco Bayou.

WHEREAS, [Warner Cable] is a wholly-owned subsidiary of Warner Communications Inc. ("WCI"), a widely held New York Stock Exchange company;

WHEREAS, Warner and Time Inc. ("Time") have entered into an Agreement pursuant to which a wholly-owned subsidiary of Time will be merged with and into WCI (the "Merger"), with WCI continuing in existence following the Merger as the surviving corporation and a wholly-owned subsidiary of Time;

WHEREAS, Time is a widely held New York Stock Exchange company and following the Merger, Time, the name of which will be changed to Time Warner Inc. ("Time Warner"), will continue to be a widely held public company; and

WHEREAS, following the Merger, [Warner Cable] will continue to hold the Franchise and remain obligated to perform the terms and conditions thereof in accordance with its existing obligations:

NOW, THEREFORE, be it resolved that, insofar as may be necessary or advisable under the Franchise, the Merger is hereby approved and consented to in all respects.

This resolution shall take effect and be in force from and after the earlier of the date of the final passage hereof or the earliest time permitted by law.

Passed this 11th day of April, 1989.

ATTEST:

Wm. B. Bonchaly
Town Manager/Clerk

Charles R. Laginess
Mayor

APRIL 11, 1989.
Date

DEPARTMENTAL CORRESPONDENCE

TO _____ DEPT' _____

1 Tim Reece DEPT' ext. 343

SUBJECT Solid Waste Recycling Grant Application DATE 6 Apr 89

This form was enclosed merely for your information. Its purpose is to show you the data required for the completion of "block 10" referenced in the interlocal agreement.



Florida Department of Environmental Regulation

Twin Towers Office Bldg. • 2600 Blair Stone Road • Tallahassee, Florida 32399-2400

DER Form # 17-716.900(1)
Form Title SW Recycling & Education Grant Application
Effective Date
DER Application No (Filed in by DER)

Solid Waste Recycling and Education Grant Application

1. Name of Applicant: _____

2. Address of Applicant: _____

3. Federal Employer Identification Number: _____

4. Telephone Number of Applicant: (_____) _____

5. List of Counties and Municipalities Included in the Application: _____

6. Contact Person (person handling program on daily basis): _____

7. Address of Contact Person: _____

8. Telephone Number of Contact Person: (_____) _____

9. Name and Title of Authorized Representative:

Name: _____

Title: _____

10. Required Attachments:

Are the following items attached? If not, please explain.

(a) _____ A description of the recycling and education projects or planning studies, including any business and accounting plans. Rule 17-716.410 (1 a)

(b) _____ An estimate of the quantity and type of materials to be collected and recycled, including an explanation of the methods used to estimate this quantity. Rule 17-716.410 (1 b)

(c) _____ A description of all existing or proposed recycling facilities, collection centers, or other related service centers located within the county, including ownership, capacity, type of facility, and approximate service area of such facilities. Rule 17-716.410 (1 c)

(d) _____ A demonstration that the materials to be collected or processed, or both, are not presently being recovered to the extent necessary to meet the goal established in Section 403.706(4), F.S. and would not be so recovered, but for the proposed recycling project and a description of the method used to make this determination. This demonstration shall include an explanation of how existing private and public sector recycling programs and efforts will be incorporated into the recycling and education program. Rule 17-716.410 (1 d)

(e) _____ A summary of all costs incurred, or to be incurred, in planning or implementing the recycling and education projects. Rule 17-716.410 (1 e)

(f) _____ A copy of any interlocal agreement entered into between local governments to accomplish the purposes of this rule. Rule 17-716.410 (1 f)

(g) _____ Any contracts or agreements entered into or summaries of contemplated agreements or contracts to develop and implement the recycling program. Rule 17-716.410 (1 g)

DER Form # 17-716.900(1)
Form Title SW Recycling & Education Grant Application
Effective Date: _____
DER Application No _____ (Filled in by DER)

(h) _____ The measurable objectives of the education program, and an explanation of how the education program will directly promote the use of an existing or planned local recycling project. Rule 17-716.410 (1 h)

(i) _____ A description of the methods to be used in evaluating the success of the education and recycling programs. Rule 17-716.410 (1 i)

Additional requirements beginning with application due September 30, 1989:

(j) _____ An explanation of the manner in which the recycling program will be implemented. Rule 17-716.410 (2 a)

(k) _____ A timetable for the continued development and implementation of the recycling program. Rule 17-716.410 (2 b)

(l) _____ The estimated percentage of the population participating in various types of recycling activities. Rule 17-716.410 (2 c)

(m) _____ The percent reduction each year in municipal solid waste disposed of at solid waste disposal facilities as a result of public and private recycling programs, including the success rates, perceived reasons for failure or success, and the public and private sector recycling activities which are ongoing and most successful. Rule 17-716.410 (2 d)

(n) _____ A description of the type and the weight of solid waste generated within the applicant's service areas and the general type and the weight of solid waste that is expected to be generated within the service areas in the 20-year period following the date of the grant application. Rule 17-716.410 (2 e)

(o) _____ An identification and description of the facilities where solid waste is being disposed of or processed, the remaining available permitted capacity of such facilities, any planned increases in the capacity of such facilities, and the anticipated effect of recycling programs on the type and size of such facilities. Rule 17-716.410 (2 f)

(p) _____ An explanation of how existing or anticipated solid waste reduction or recycling will affect the type and size of any planned or existing solid waste management facilities in the affected service areas. Rule 17-716.410 (2 g)

(q) _____ A description and evaluation of solid waste that is being or could be recycled, including, but not limited to:

- (1) The type and weight of solid waste or materials which would otherwise become solid waste that is being or could be recycled by the public and private sector, giving consideration at a minimum to the following materials: glass, aluminum, steel and bimetallic materials, office paper, yard trash, newsprint, corrugated paper, and plastics;
- (2) The anticipated and available markets or uses for materials collected through recycling programs; and
- (3) The estimated costs of and revenue from operating and maintaining existing and proposed recycling programs. This does not include specific costs and revenues from privately operated recycling programs, but a summary of such costs and revenues is required if the applicant intends to provide funding for such programs. Rule 17-716.410 (2 h)

(r) _____ A description of any recycling activities implemented or existing prior to July 1, 1989. Rule 17-716.410 (2 i)

11. Special Requirements for applications due September 30, 1989:

Does each solid waste facility owned or operated by the county or municipality have weight scales. Rule 17-716.420 (2 a)?

Yes No

12. Special Requirements for applications due September 30, 1990:

Has the operator of each landfill owned or operated by this county or municipality completed an operator training course approved by the Department. Rule 17-716.420 (3)?

Yes No

13. This application is due no later than two weeks after the effective date of the rule or six weeks after the date the applications are made available, whichever is greater, and by September 30 of each year from 1989 through 1993. Rule 17-716.400 (2)

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this local government.

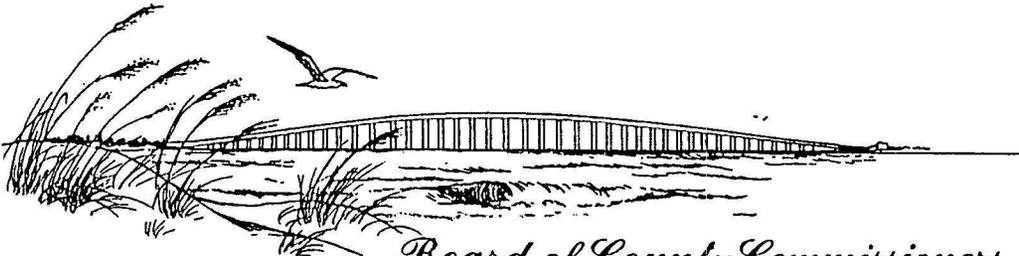
Signature of Authorized Representative

Date

Please return form to:

Department of Environmental Regulation
Bureau of Waste Planning and Regulation
Solid Waste Section
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

RECEIVED
4/7/89



Board of County Commissioners

County Seat
Crestview, Florida 32536
Tel. (904) 682-2711
April 5, 1989

Okaloosa County
Florida

Annex
Shalimar, Florida 32579
Tel. (904) 651-3710

Town of Cinco Bayou
Attn: Al Borchick
35 Kelly Avenue
Cinco Bayou, Florida 32548

RE: Interlocal Agreement

Dear Sir:

Attached is a proposed interlocal agreement for your review and signature. This agreement is a necessary step in the recycling and education grant application process. Rule 17-716 (draft), "Solid Waste Grants Program Rule" states, "All counties and all municipalities with populations greater than 50,000 are eligible to apply for base portions and incentive portions of recycling and education grants. Municipalities with populations of 50,000 or less may not apply for grants individually, but may apply for incentive portions of recycling and education grants jointly with counties under an interlocal agreement."

The benefit of a joint application is the "non-matching" provision of SB 1192 wherein we are all eligible for a share of the grant money without having to match the amount allocated.

FDER tells us in the aforementioned rule that our first priority is the interlocal agreement(s) and that they are due in May 5, 1989. In order to meet that deadline it is imperative that we have your signed agreement no later than April 26th.

Again this agreement addresses only the recycling and grant application process. Additional details pertaining to solid waste disposal, particularly recycling, will be covered in a separate agreement. We look forward to your response as we work together to meet the challenge of conserving and recapturing the valuable resources in our garbage waste stream.

Sincerely,

DON E. WARE, Chairman

Attachment

Please Address Reply To:

INTERLOCAL AGREEMENT FOR JOINT SOLID WASTE MANAGEMENT
GRANT APPLICATION

This Interlocal Agreement is being entered into this ____ day of _____, 1989, by and between Okaloosa County ("County") and the City of _____ ("City") in order to make a joint application to the State of Florida Solid Waste Management Grant Program for the funding of recycling and related education projects in accordance with Section 403.7095 F.S.

It is agreed that the City shall meet on a regular basis and cooperate with the County and any other municipalities entering into a like agreement with the County to the fullest extent practical in exchanging information to (a) prepare grant application, (b) develop a county-wide recycling plan which will serve both incorporated and unincorporated areas of Okaloosa County and (c) Prepare an annual recycling report to the Florida Department of Environmental Regulation (FDER) as required by Section 403.706(7) F.S.

It is agreed that both parties and other participating municipalities will seek to submit to the FDER a joint application for a solid waste grant for the first (May 5, 1989) and subsequent (October 1, 1989-1993) grant deadlines in accordance with that agreed upon recycling plan. The City hereby authorizes the County to submit the grant applications on behalf of the County and City, and recognizes that said applications will be made also on behalf of other participating municipalities.

It is agreed that effort will be directed toward development of both a plan and a complete application package that distributes funding and benefits to all participating incorporated and unincorporated areas of the County. Each local government is encouraged to develop proposals budgeted in accordance with their pro rata share of the incentive portion.

It is agreed that State funds obtained will be distributed by the County within 30 days to those local governments designated in the approved application as "project sponsor" in the dollar amount provided for in the application budget approved by the FDER.

It is agreed that it will be the "project sponsor's" responsibility to formulate and provide the information required in block 10 of the DER Form #17-716.900(1) "Solid Waste Recycling and Education Grant Application." The County will assimilate this data for preparation of grant applications and annual reports subsequent to October 1, 1989-1993.

It is agreed that all local governments accepting grant funds allocated by the County will manage and expend these funds in accordance with the appropriate State guide lines. In particular each local government receiving funds shall maintain accurate records of all expenditures and shall make these available to the County or the FDER as provided for in Chapter 17-716.430 F.A.C. (proposed). Furthermore, any local government receiving such funds accepts full responsibility for that amount in the event that the FDER terminates a grant agreement and demands a refund for non-compliance with the terms of the agreement or the grant rule.

It is agreed that in the event that it is found to be necessary to provide a local match for the State grant, both the matching funds and the proof of the availability of such funds for each project will be provided by the local government designated as the project sponsor. In addition, each project sponsor shall assume responsibility for any project expenditures incurred in advance of State reimbursement of such expenses.

This agreement shall remain in effect throughout the life of the FDER Solid Waste Grant Program, currently scheduled to expire on September 30, 1994. This agreement may be terminated by either party provided that such termination be given in writing to the other party at least 90 days prior to the close of any grant year and shall be effective upon the close of that year. Notwithstanding termination, any accrued rights or duties shall remain effective, in particular including the exchange of information to fulfill reporting requirements.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

For: City

For: Okaloosa County

RECEIVED
4/3/89
1183

FLORIDA LEAGUE OF CITIES, INC.

Memorandum

TO: Selected Key City Officials

FROM: Raul Martinez, President
Mayor, City of Hialeah

DATE: March 31, 1989

SUBJECT: STOP STATE MANDATES WITHOUT FUNDING

You are being sent this memo because you have a Representative/Senator on the House Community Affairs Committee and/or the Senate Community Affairs Committee. Members of the House Committee on Community Affairs are: Jones, C. F. (Chair); Goode (V. Chair); Arnall; Brown; Burke; Carpenter; Davis; Diaz-Balart, L.; Gordon; Harden; Huenink; Jennings; Juri; Liberti; Nergard; Reaves; Ritchie; Sanderson; Silver; and Tobin.

Members of the Senate Committee on Community Affairs are: Meek (Chair); Forman (V. Chair); Davis; Kirkpatrick; Kiser; Margolis; Plummer; Ros-Lehtinen; and Thurman.

HJR 139 (Mortham) and SJR 25 (Dudley) are identical proposed constitutional amendments that would stop the Legislature from mandating programs on cities and counties without funding, unless there is a 3/4 vote of the House and the Senate. These bills will be heard by their respective House and Senate Committees early in the month of April. Contact your Representatives immediately and urge them to vote yes on HJR 139 and SJR 25 as introduced without amendments. There is a strong move in Tallahassee to change the 3/4 requirement to only a 3/5 requirement. This is unacceptable. A 3/5 vote in the Senate is only 3 more votes than a majority and the 3/5 vote in the House is only 11 more votes than a majority.

We can be influential on these proposed constitutional amendments and limit unfunded state mandates for good. Our polls show that we have strong public support and we have also received strong editorial support. The only people left to convince are our own Legislators. Please phone or make personal contact with them as soon as possible. If you have any questions, please call me in Hialeah or call Mike Sittig of the League staff in Tallahassee.

RM:lb

cc: FLC Board of Directors



**Minutes
Board of Directors,
Panhandle League of Cities
March 23, 1989**

The Board of Directors of the Panhandle League of Cities met in Fort Walton Beach on March 23, 1989. Present were president Bob Barnard (Panama City), first vice-president John Lawson (DeFuniak Springs), second vice-president John Shortall (Fort Walton Beach), treasurer Roy Kingsmill (Callaway), and coordinator Larry Walker (University of West Florida). Absent was past-president Al Swihart (Niceville). Also present was A. C. Littleton, Jr. (Panama City), second vice-president of the Florida League of Cities.

The Board took the following actions:

(1) Priority Legislative Issues. The Board identified six priority items among the 10 items previously approved as the league's 1989 legislative policy statement (see attached "Priority Legislative Issues").

(2) The Mandates Issue. The Board expressed continuing support for the efforts of the Florida League of Cities to limit the state legislature's practice of imposing costly mandates on municipal governments. The Board strongly endorses all Florida League efforts, both through legislative action and through a drive to require a constitutional referendum.

Note: if your city has municipal elections in 1989, please contact the Florida league of Cities staff to make arrangements to collect signatures on election day for the League's drive to require a referendum on an anti-mandates constitutional amendment.

Note: please ask your legislators to support a provision in anti-mandates legislation which would require a three-fourths majority in order for the legislature to impose an uncompensated financial burden on local governments. (The alternative would permit such action by a mere 60 percent majority.)

(3) District 1 Director, FLC. The Board endorsed president Bob Barnard to fill a pending vacancy in the office of district 1 director of the Florida League of Cities.

(4) Summer Dinner. The Board chose to have the annual summer dinner of the League on June 23 at the Harbour House in Panama City.

In addition to these formal actions, the Board received a report from John Shortall, 1989 chairman of the League's lobbying drive, concerning plans for this year's lobbying effort.

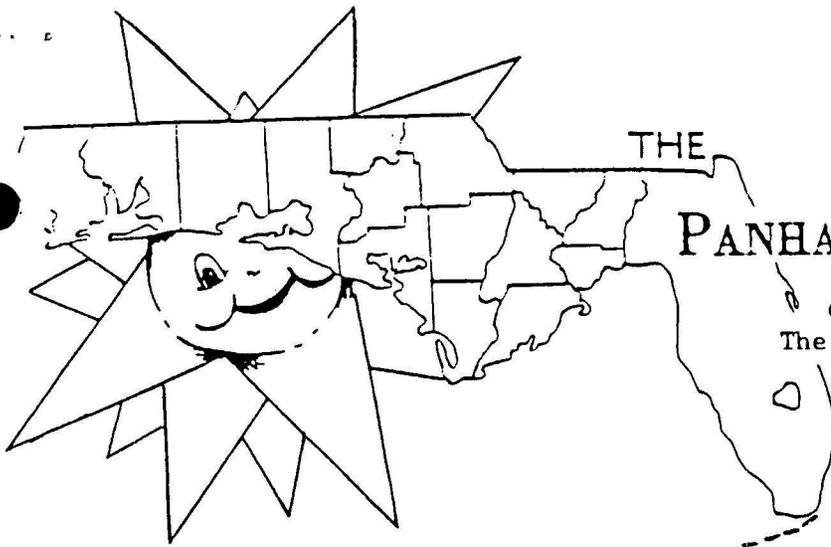
John Shortall announced that he will not seek reelection as mayor of Fort Walton Beach this year and, therefore, that he will be leaving the leadership ranks of the Panhandle League on June 30. With John's decision, the League will have not one but two leadership vacancies to fill this year.

Note: The Panhandle League will elect 1989-90 officers at its annual summer dinner on June 23. It is anticipated that first vice-president John Lawson will be nominated for the office of president and that long-time treasurer Roy Kingsmill will be nominated again as treasurer. Member cities are invited to submit nominations for any League membership position, but especially for the positions of first vice-president and second vice-president.

NOTICE

The annual summer dinner of the Panhandle League of Cities will be on JUNE 23 at the Harbour House in Panama City. ^

Please mark your calendars.



THE PANHANDLE LEAGUE OF CITIES

c/o The University of West Florida
The Center for State and Local Government
11000 University Parkway
Pensacola, Florida 32514-5751
Larry Walker, League Coordinator

Priority Legislative Issues

On March 23, 1989, the Board of Directors identified the following issues as priority concerns of the Panhandle League of Cities in 1989:

1. Funding of Mandates. The Panhandle League of Cities supports the proposal of the Florida League of Cities to enact a constitutional amendment to require state funding of local-government activities which are mandated by state policy, unless the Legislature by extraordinary majority has required that local funding be provided.

The Panhandle League of Cities supports legislation to prohibit legislative or administrative mandated programs without sufficient state funding.

2. Municipal Pay and Benefits. The Panhandle League of Cities supports a constitutional amendment to preempt the Legislature from setting pay and fringe-benefit levels for municipal employees.

3. Sunshine Law. The Panhandle League of Cities supports legislation which would exempt the lawyer-client relationship from the provisions of the Government-in-the-Sunshine Law and the Public Records Law.

4. Salt-Water Fishing License. The Panhandle League of Cities opposes the enactment of a state license for salt-water fishing.

5. Urban Reserve Areas. The Panhandle League of Cities supports legislation to establish urban reserve areas as a means of managing growth in urbanizing areas, including the elimination of enclaves.

6. Professional Services. The Panhandle League of Cities supports revision of Sec. 287.055, F.S., in order to increase city flexibility in negotiation for professional services.

RECEIVED
4/7/89
MSB

Schedule of
Panhandle League of Cities
Lobbying Team

April 4-6 Bob Barnard, Panama City (763-0178)
 Howard Milton, Marianna (482-2008)

April 11-13 John Lawson, DeFuniak Springs (892-3919)
 Oscar Wooten, Paxton

April 18-20 John Shortall, Jr., Fort Walton Beach (862-2668)
 Joe Young, Mary Esther

April 25-27 Al Swihart, Niceville (678-3428)
 Bennie Barnes, Century (256-3515)
 (reserve) Jim Johnston, Gulf Breeze (944-2200)

May 2-4 Hoyt Cook, Panama City Beach (234-8871)
 Dick Gage, Cinco Bayou (863-6265)

May 9-11 Bill Phillips, Destin (837-3531)
 Dan Sewell, Lynn Haven (265-5893)

May 16-18 Brenda Pollak, Gulf Breeze (932-9141)
 Sid Rosenbaum, Fort Walton Beach (244-1969)

May 23-25 John Lawson, DeFuniak Springs (892-3919)
 R. L. Lewis, Milton (623-4941)

May 30-
June 1 Bob Barnard, Panama City (763-0178)
 John Shortall, Jr., Fort Walton Beach (862-2668)
 Bill Phillips, Destin (837-3531)

For information or to volunteer to participate, contact Larry Walker, League coordinator (474-2370). Additional volunteers may be called on as substitutes or to increase the number of League representatives.

Lobbying Team
PLC, 1989

Bob Barnard, Commissioner
City of Panama City
P. O. Box 1880
Panama City, FL 32402
763-6641 (city), 763-0178
785-0222 (office)

Hoyt Cook, Vice Mayor
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413-2199
234-8871 (city)

Jim Johnston, Councilmember
City of Gulf Breeze
P. O. box 640
Gulf Breeze, FL 32561
436-8973 (beeper), 932-6712 (home)

R. L. Lewis, Councilman
City of Milton
203 Sanders Street
Milton, FL 32570
623-3817 (office), 623-4941 (home)

Bill Phillips, Council Chairman
City of Destin
932 Bambi
Destin, FL 32451
837-4242 (city), 837-3531 (home)

Sidney Rosenbaum, Councilman
City of Ft. Walton Beach
P. O. box 4009
Ft. Walton Beach, FL 32549
243-3141 (city), 244-1969 (home)

John Shortall, Jr., Mayor
City of Ft. Walton Beach
619 Golf Course Drive
Fort Walton Beach, FL 32548
243-3141, ext. 43 (city)
862-2668 (home)

Oscar Wooten
Town of Paxton
P. O. Box 1186
Paxton, FL 32538
834-2716 (city)

Bennie Barnes
Town of Century
P. O. Drawer 790
Century, FL 32535
256-3208 (city)

Dick Gage
Town of Cinco Bayou
35 Kelly Avenue
Cinco Bayou, FL 32548
244-2712 (city)

John V. Lawson, Mayor
City of DeFuniak Springs
P. O. Box 685
DeFuniak Springs, FL 32433
892-2156 (city), 892-3919 (home)

Howard Milton, Mayor
City of Marianna
P. O. Box 853
Marianna, FL 32446
482-4353 (city), 482-2008 (home)

Brenda Pollak, City Council
115 Shoreline Drive
Gulf Breeze, FL 32561
932-9141 (home)

Dan Sewell
City of Lynn Haven
825 Ohio Avenue
Lynn Haven, FL 32444
265-2121 (city)

Al Swihart, Councilman
City of Niceville
208 North Partin Drive
Niceville, FL 32578
678-3428 (home)

Joe Young, Mayor
City of Mary Esther
195 Christobal Road
Mary Esther, FL 32569
243-3566 (city), 244-3306 (home)



Original document is skewed

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a
STIPULATED SUM*

1987 EDITION

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

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Eleventh day of April in the year of
Nineteen Hundred and eighty nine.

BETWEEN the Owner: The Town of Cinco Bayou
(Name and address) 35 Kelly Avenue (Cinco Bayou)
Ft. Walton Beach, FL 32548

and the Contractor: AMAC Construction, Inc.
(Name and address) P.O. Box 6219
Destin, FL 32541

The Project is: A New Town Hall For Cinco Bayou
(Name and location) Located at the intersection of Yacht
Club Drive and Kidd Street in Cinco Bayou.

The Architect is: Caldwell/Jernigan Associates
(Name and address) 5401 Corporate Woods Drive
Suite 200
Pensacola, FL 32504

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 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 written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

April 21, 1989 will be date of the Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

120 days after Notice to Proceed.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated damages shall be \$250 per calendar day for each day after 120 days that the project is not substantially complete.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **one hundred, sixty-six thousand, two hundred and fifty** Dollars (\$ **166,250.00**), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Base bid plus Alternates No. 1, 2, and 3.

4.3 Unit prices, if any, are as follows: N/A

ARTICLE 5
PROGRESS PAYMENTS

- 5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- 5.3** Provided an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment to the Contractor not later than the tenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ten days after the Architect receives the Application for Payment.¹
- 5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;
- 5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- 5.6.3** Subtract the aggregate of previous payments made by the Owner; and
- 5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.
- 5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:
- 5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent (90 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and
- 5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.
- 5.8** Reduction or limitation of retainage, if any, shall be as follows: N/A
- (If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(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 Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
 - 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
 - 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
 - 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
Supplementary Conditions	Supplementary Conditions	1-13
Special Conditions	Special Conditions	1-4

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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See attached Exhibit "A" Table of Contents - Dated February 20, 1989

9.1.5 The Drawings are as follows, and are dated*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

unless a different date is shown below:

Number	Title	Date
C-1	Site Plan	March 27, 1989
S-1	Foundation Plan	March 27, 1989
S-2	Roof Framing Plan	March 27, 1989
A-1	Floor Plan, Interior Elevations	March 27, 1989
A-2	Exterior Elevations	March 27, 1989
A-3	Exterior Elevations	March 27, 1989
A-4	Building Section, Details Door Schedule	March 27, 1989
P-1	Plumbing Plan, Legend, Schedule, Riser	March 27, 1989
M-1	HVAC Plan, Schedule, Legend	March 27, 1989
E-1	Electrical Plan, Riser, Legend, Schedule	March 27, 1989

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum Number 1	March 28, 1989	1-5 Plus drawings noted above

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

Charles R Laginess
(Signature)

Charles Laginess, Mayor

Town of Cinco Bayou

(Printed name and title)

CONTRACTOR

E. Allen McWilliams
(Signature)

E. Allen McWilliams

AMAC Construction, Inc.

(Printed name and title)

EXHIBIT "A"

PROJECT SPECIFICATIONS

Table of Contents

DIVISION 1 - GENERAL REQUIREMENTS

- 01010 - SUMMARY OF WORK
- 01020 - ALLOWANCES
- 01030 - ALTERNATES
- 01045 - CUTTING AND PATCHING
- 01100 - PROCEDURES, CONTROLS, AND PAYMENTS
- 01300 - SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS
- 01500 - TEMPORARY FACILITIES
- 01700 - PROJECT CLOSEOUT

DIVISION 2 - SITEWORK

- 02070 - SELECTIVE DEMOLITION
- 02110 - SITE CLEARING
- 02200 - EARTHWORK
- 02280 - TERMITE CONTROL
- 02513 - ASPHALT CONCRETE PAVING
- 02525 - CURBS
- 02660 - DOMESTIC WATER SERVICE SYSTEM
- 02720 - STORM SEWER COLLECTION SYSTEM
- 02730 - SANITARY SEWER COLLECTION SYSTEM
- 02740 - SEPTIC SYSTEM
- 02800 - SITE IMPROVEMENTS
- 02810 - UNDERGROUND SPRINKLER SYSTEM
- 02900 - LANDSCAPE WORK

DIVISION 3 - CONCRETE

- 03310 - CAST-IN-PLACE CONCRETE WORK

DIVISION 4 - MASONRY

- 04200 - UNIT MASONRY

DIVISION 5 - METALS

- 05500 - METAL FABRICATIONS
- 05520 - HANDRAILS AND RAILINGS

DIVISION 6 - WOOD AND PLASTICS

- 06100 - ROUGH CARPENTRY
- 06192 - PREFABRICATED WOOD TRUSSES
- 06200 - FINISH CARPENTRY

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- 07200 - INSULATION
- 07410 - PREFORMED ROOFING AND SIDING
- 07460 - SIDING
- 07900 - JOINT SEALERS

DIVISION 8 - DOORS AND WINDOWS

- 08210 - WOOD DOORS
- 08520 - ALUMINUM WINDOWS
- 08710 - BUILDERS HARDWARE
- 08800 - GLASS AND GLAZING

DIVISION 9 - FINISHES

- 09250 - GYPSUM DRYWALL
- 09300 - TILE
- 09650 - RESILIENT FLOORING
- 09680 - CARPETING
- 09900 - PAINTING

DIVISION 10 - SPECIALTIES

- 0160 - TOILET PARTITIONS
- 10350 - FLAGPOLES
- 10440 - SPECIALTY SIGNS
- 10522 - FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES
- 10800 - TOILET ACCESSORIES

DIVISION 11 - EQUIPMENT

- 11450 - RESIDENTIAL EQUIPMENT

DIVISION 12 - FURNISHINGS

- 12390 - KITCHEN CABINETS

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING SYSTEMS

NOT USED

DIVISION 15 - MECHANICAL

15400 - PLUMBING

15800 - HEATING, VENTILATING, AND AIR CONDITIONING

DIVISION 16 - ELECTRICAL

16050 - BASIC MATERIALS AND METHODS

16400 - POWER AND DISTRIBUTION

16500 - LIGHTING