

TOWN OF CINCO BAYOU  
COUNCIL AS COMMITTEE MEETING  
SEPTEMBER 10, 1986

Mayor Pro Tem Laginess called the Council as Committee Meeting to order at 5:13 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

Present: Councilman Davis  
Councilman Gage  
Councilman Laginess

Absent: Mayor Perry  
Councilwoman Balsley  
Councilman Plaster

Also Present: Attorney McInnis Clerk Borchik  
Mr. J. Rheam Mrs E. Frederick  
Mr. R. Hook Mr. J. Kendrick  
Mr. R. Matheny Mrs N. Matheny

Mayor Pro Tem Laginess decided to continue with the Council as Committee Meeting without a quorum while attempts were made to obtain a quorum in order to conduct the business on the agenda for the Special Meeting and Public Hearings.

MINUTES - Mayor Pro Tem Laginess asked the Council to review the minutes for the August meetings for approval at the next meeting.

FINANCIAL REPORT - AUGUST, 1986 - Mayor Pro Tem Laginess asked the Council to review the Financial Report for August for approval at the next meeting.

REGULAR BUSINESS

1. AMSEC Nightly Patrol - Councilman Laginess - Mayor Pro Tem Laginess presented his ideas on the manner for the nightly checking of the businesses throughout the Town. The present form for recording the nightly checks was discussed. The matter of the patrol officers being armed was discussed and will be placed on the regular meeting agenda for approval. According to the present contract, unarmed guards will patrol the Town. The use of armed guards will require an amendment to the present contract.

2. Town Hall Addition - Councilwoman Balsley - Mr. Kendrick was present to discuss the proposed addition. With Councilwoman Balsley being absent, the Council decided to move this item to the October agenda as there were several questions that needed to be answered before any decision could be made.

3. Greater Chamber of Commerce Membership - Mayor Perry - In addition to the annual membership fee, the Chamber is requesting a one time donation of \$ 250.00 to support the tourism advertising campaign. Mrs Matheny, Executive Director, was present to discuss the program. The Council will act on these request at the next meeting.

4. Florida League of Cities Membership - Mayor Perry - The Council will act on this item next week.

PUBLIC REQUESTS - NONE

COMMITTEE REPORTS

Standing Committees

1. Streets & Sidewalks, Councilman Davis - No Report
2. Parks, Councilman Gage - No Report
3. Finance & Budget, Councilwoman Balsley - No Report
4. Waterfront & Boatdock, Councilman Laginess - No Report
5. Civil Defense, Councilman Plaster - No Report
6. Neighborhood Watch, Councilman Laginess - No Report

Special Committees

1. Bicycle Path, Councilwoman Balsley - No Report
2. Building Codes, Councilman Plaster - No Report
3. Comprehensive Plan, Councilman Gage - As a result of the meeting on September 4, 1986, the County has prepared an agreement between the municipalities and the County concerning funding and the comprehensive planning activities. This agreement will become part of an ordinance and be advertised for adoption as soon as possible.
4. Code of Ordinances, Councilmen Gage & Laginess - No Report
5. Sign Ordinance, Councilman Laginess - No Report
6. Building, Councilwoman Balsley - See item 2, Regular Business.

ATTORNEY'S REPORT - The Attorney advised that he had been working with the County on the agreement concerning the comprehensive plan. The agreement appears to satisfy the funding concerns, however, throughout the agreement, the term "city" is used. Mr McInnis will have these references changed to "town".

CORRESPONDENCE

1. Letter of Resignation - Councilman Laginess. Councilman Laginess submitted his resignation on August 27, 1986 in compliance with the Resign to Run provisions of the Florida Statutes.
2. Letter of Appreciation - Cinco Baptist Church. This letter thanks the Town f-r the use of Leyenda Park for their summer program.
3. Florida DOT Letter - Proposed Rule No. 14-12.016. This letter is not applicable to the Town.

CLERK'S REPORT- The Clerk advised the Council that he was able to Contact Mayor Perry and he is on the way to the Town Hall. This will make a "quorum" and the Special Meeting will be held as soon as the Mayor arrives.

The Council as Committee Meeting was adjourned at 5:50 PM.

Mayor Perry called the Cinco Bayou Town Council Special Meeting to order at 5:52 PM.

ROLL CALL

Present: Mayor Perry  
Councilman Davis  
Councilman Gage  
Councilman Laginess

Absent: Councilwoman Balsley  
Councilman Plaster

Also Present: Attorney McInnis Clerk Borchik  
Mr. J. Rheam Mrs. E. Frederick  
Mr. R. Hook Mr. R. Matheny  
Mrs N. Matheny Mrs J. Jackson

1. PUBLIC HEARING - Proposed Ad Valorem Tax Millage Rate, Operating Budget and Capital Improvements Budget for the fiscal year ending September 30, 1986. Mayor Perry asked if those present had any question or comment on the proposed millage rate and budgets and there were none. Councilman Gage made a motion to adopt a tentative ad valorem tax millage rate of 2.89 mills, seconded by Councilman Davis. The motion was unanimously approved. Councilman Laginess made a motion to adopt a tentative operating budget of \$ 135,707.00, seconded by Councilman Gage. The motion was unanimously approved. Councilman Gage made a motion to adopt a tentative capital improvements budget of \$ 13,785.00, seconded by Councilman Davis. The motion was unanimously approved. The final decision and adoption of the millage rate and budgets is scheduled for September 29, 1986 at 5:00 PM.

2. PUBLIC HEARING - First reading of Ordinance No. 103, an ordinance granting a non-exclusive franchise to the Okaloosa County Gas District for a period of fifteen (15) years. Attorney McInnis read the ordinance by title only. There were no comments from the floor. Councilman Gage made a motion to accept the first reading of Ordinance No. 103, seconded by Councilman Laginess. The motion was unanimously approved.

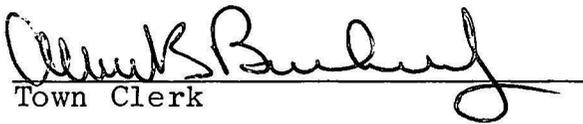
3. PUBLIC HEARING - First reading of Ordinance No. 104, an ordinance amending Ordinance No. 70, Occupational License Tax, establishing a revised fee schedule for Category 8 Businesses (Banks, Savings & Loan Associations, Loan Companies, Mortgage Brokers, and other money lenders) - Attorney McInnis read the proposed ordinance by title only. Councilman Davis made a motion to accept the first reading of Ordinance No. 104, seconded by Councilman Laginess. The motion was unanimously approved. Mr. Rheam, Barnett Bank, questioned the reasoning for the fee increase. Councilman Laginess replied that the fee increase was the result of the Council decision to base the fee on the number of employees, just as retail store license fees are calculated. Mrs. E. Frederick, First Federal Savings & Loan, called the Council's attention to a letter from Mr. Tinsley outlining the fees they pay for licenses throughout the county.

4. PUBLIC HEARING - First reading of Ordinance No. 105, an ordinance establishing the hours of operation and the rules and regulations for the use of the Town's parks. Attorney McInnis read the ordinance by title only. Councilman Gage made a motion to accept the first reading of Ordinance No. 105, seconded by Councilman Laginess. The motion was unanimously approved.

There being no further business, the meeting was adjourned at 6:08 PM.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

NOTE: A mechanical resording 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.

ORDINANCE NO. 103

AN ORDINANCE GRANTING TO THE OKALOOSA COUNTY GAS DISTRICT, CREATED UNDER THE LAWS OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, AUTHORITY, EASEMENT, PRIVILEGE AND FRANCHISE TO INSTALL, OPERATE AND MAINTAIN A GAS MANUFACTURING PLANT OR PLANTS, GAS TRANSMISSION SYSTEM, GAS DISTRIBUTION SYSTEM AND SUCH OTHER FACILITIES AS MAY BE NECESSARY OR DESIRABLE FOR THE PURPOSE OF PROVIDING GAS SERVICES TO ALL CLASSES OF CUSTOMERS WITHIN THE TOWN OF CINCO BAYOU, FLORIDA, AND CONSTRUCT, MAINTAIN, OPERATE AND EXTEND GAS TRANSMISSION AND TRANSMISSION LINES IN THE STREETS, ALLEYS, AND PUBLIC PLACES OF SAID TOWN, PROVIDING THE TERMS AND CONDITIONS OF SUCH GRANT OF FRANCHISE PROVIDING AN OPTION TO THE TOWN TO PURCHASE THE DISTRIBUTION SYSTEM THEREOF AT THE EXPIRATION OF SAID FRANCHISE, PROVIDING FOR THE PAYMENT OF A FRANCHISE FEE TO THE TOWN, PROVIDING A SEVERABILITY CLAUSE AND A REPEALING CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE BE IT ORDAINED by the Town Council of Cinco Bayou, Florida:

SECTION I. Whenever used in this Ordinance, the following words shall have the following meaning:

1. "Town" means the Town of Cinco Bayou.
2. "District" means the Okaloosa County Gas District.
3. "Corporate Limits" means the corporate limits to the Town as said limits are now established or as such limits may hereafter be extended.
4. "Transmission System" means the District's main transmission lines, laterals, metering stations, connections and other components thereof used in the transporting of gas to connect to the distribution system within the Town and to transport gas to such other distribution systems or points of destination in other towns or unincorporated territories.
5. "Distribution System" means the distribution system of the District lying within the corporate limits of the Town and all such distribution facilities of the District in the area adjacent thereto as the Town and the District shall mutually in good faith determine to constitute a component part of such distribution system. The term, however, shall not include any interruptible customer or any connections or metering facilities of the District used in connection with its gas transmission system or any transmission line tap connections for individual customers or metering facilities for such connections.
6. "Interruptible Customer" means natural gas is offered to customer on a contract which anticipates and permits interruption of gas service on short notice.
7. "Non-interruptible Gas" means gas sold to all classes of customers other than interruptible customers.
8. "Agreed" means an express contractual covenant.
9. "Legislative Charter" means the legislative act creating the Okaloosa County Gas District, being Chapter 29334, Laws of Florida, Special Acts of 1953, as amended by Chapter 31051, Laws of Florida, Acts of 1955 (Senate Bill No. 1286).

10. "Fair Market Value" means the price that a willing seller would take being under no compulsion to sell and the price that a willing purchaser would pay being under no compulsion to purchase.

SECTION II. Grant of Franchise Privilege. In consideration of the benefits that will accrue to the Town and its inhabitants, the District, its successors and assigns, is hereby given, granted and vested with the right, authority, easement, privilege and franchise to construct, erect, own, install, extend, renew, repair, maintain, improve and operate a gas manufacturing plant or plants, gas transmission system, gas distribution system and such other facilities as may be necessary or desirable for the purpose of providing gas services to all classes of customers within the Town and the surrounding territory and to conduct all lawful activities necessary to perform and provide gas services enumerated in its Legislative Charter.

SECTION III. Right to Operate. The Town hereby grants to the District the right, privilege, authority and franchise at any time and from time to time during the period covered by this franchise, and without any requirements as to permit or fee therefor, to construct and extend its mains, pipes and conduits over or under or along any street, avenue, alley or public way or place in the Town for the purpose of constructing, repairing, improving, enlarging or extending said gas transmission and distribution system; additionally, the district agrees to give the Town 24 hours notice before any work is commenced within the town limits by any employee or agent of the gas district. Such notice shall be given to the Town Clerk in writing and shall include the specific area in which work is to be performed, the length of time the gas district expects to be working inside the town limits, and the type of work expected to be performed. This notice shall be given so that the Town can properly advise any residents who may be effected by the work and also so that the Town may adjust its work schedule so as not to interfere with the activities of the District. This notice requirement shall be waived in the event of an emergency which requires the District to perform unscheduled maintenance or repairs. In such event of emergency the district shall notify the Town, after the fact, of the work location and the services that were performed.

SECTION IV. Non-Exclusive. This franchise is non-exclusive.

SECTION V. Town not to Compete. The Town agrees that it shall not, during the term of this franchise, construct, acquire, own or operate, directly or indirectly, a gas plant or gas transmission or gas distribution system within its corporate limits except through the exercise of the option to purchase hereinafter provided in this Ordinance or except in the event this franchise is terminated prior to the end of the term of this franchise.

SECTION VI. Proper Operation. All plants, transmission lines, distribution lines, fittings, appliances, appurtenances, and all components and installations of the District shall be maintained in reasonably good condition and repair. The District and the Town mutually agree that the location, appearance and aesthetic qualities of such facilities is an important consideration and agree to participate during the term of this franchise in a cooperative effort in the location, relocation and construction of such facilities to achieve the most feasible and desirable result compatible with sound economic consideration of the District.

SECTION VII. Relocation at District Expense. The District agrees that in all cases the location or relocation of all plants, transmission lines, distribution lines, fittings, appliances, appurtenances and all components and installations of the District and the construction thereof any change or extension, removal or relocation necessitating by a change by the Town of the grade, width or location of any street, alley or other public way, except as provided in succeeding Paragraph VIII, the District will promptly, at its own expense, change or move its structures so as to conform thereto, and further agrees to restore any and all public right-of-

ways disturbed by the District to their original condition (as determined by the Town). The District further agrees that it will, in advance of any paving or repaving of any street, alley, or other public way, and upon reasonable notice thereof, install and construct, at its own expense, all conduit, transmission lines, distribution lines and other installations reasonably necessary for its future use in said street, alley or other public way, so as to prevent, so far as possible, the disturbance by the District of any pavement; provided further, however, that the Town further agrees that it will in advance of any such paving or repaving of any street, alley, or other public way, notify the District of such plans in advance and coordinate the same with the District for the purpose of joint planning to achieve maximum economic cost savings to both parties.

SECTION VIII. Relocation for Private Enterprise. It is agreed, however, that in the event of the closing or abandonment of any street, alley, or other public way by the Town to accommodate the request of private persons or corporations solely for the benefit of such private persons or private corporations containing District gas transmission lines, distribution lines, metering or other facilities, that the Town will require as a condition for granting such request that such private persons or corporations defray and pay the actual cost of removing or relocating same.

SECTION IX. Hold Harmless Clause. The District shall indemnify and save harmless the Town from any and all damages, judgments, costs and expenses of every kind which may arise or result by reasons of or in consequence of the acts or neglect of the District, its agents or servants to fully comply with the provisions of this Ordinance and will save and keep harmless the Town from any and all damages, judgments, costs and expenses caused by, or incident to, or in any manner resulting from the District's operation, installation, maintenance, construction, relocation or other acts or omissions of the District providing prompt notice in writing of all claims for such damages, costs and expenses and reasonable opportunity to defend against the same are given to the District by the Town, together with all information thereon in its possession.

The District agrees to carry adequate liability insurance at all times.

SECTION X. Term of Franchise - Right to Operate. The franchise granted by this Ordinance shall exist and continue for a period of fifteen (15) years only, commencing \_\_\_\_\_, and as a condition precedent to the taking effect of this grant, the Town does hereby reserve and the District gives and grants to the said Town, the right, after the expiration of fifteen (15) years, to purchase the gas distribution system within the corporate limits of the Town, including necessary component parts of the gas distribution system at valuation of fair market value, which fair market value shall be determined by arbitration under Florida Statutes governing arbitration methods. This option to purchase is further subject to the condition that upon the exercise of the option, the Town shall take and purchase from the District its entire requirements of gas for use and for resale in the communities and areas supplied by the distribution system, and the District shall sell and deliver to the Town such gas to the extent the same is available at such rates and charges as shall be established from time to time by the Board of Directors of the District; such rates and charges to be fair, equitable and just commensurate to the same price charged other like customers.

SECTION XI. Notice of Exercise of Option. In the event the Town exercises its option to purchase at the expiration of the term of this franchise as enumerated in preceding Section X, such option shall be exercised by giving notice in writing not less than sixty (60) days prior to such expiration signed by the Mayor or other Chief Executive Officer of the Town accompanied by a resolution of the governing body of the Town authorizing the exercise of such option.

SECTION XII. Transmission System and Interruptible Customers. In the event the Town exercises its option to purchase the distribution system, the District shall have the right to continue to supply any interruptible customers theretofore supplied by the distribution system including any such customers situated within the corporate limits of the Town. In the event the District so elects to continue to supply any such customer or customers, and shall so notify the Town in writing within sixty (60) days after receipt of the notice from the Town of the exercise of the option in Section X of this Ordinance, the right, privilege, authority and franchise granted by the Town to the District by this Ordinance shall continue in force and effect with respect to any such customer or customers, and the Town shall, without charge, permit the District to make such use of the facilities of such distribution system as may be necessary to permit the District to supply such customer or customers.

The obligation of the District to make payments provided for in Section XIV of this Ordinance shall thereupon cease and terminate.

SECTION XIII. Annual Audit. The District agrees that it will cause an annual audit immediately after the end of each Fiscal Year to be made of its books, records and accounts by a certified public accountant and will furnish a copy thereof to the Town.

SECTION XIV. Franchise Fee. The permission and authority herein granted is upon the express condition that the District, as consideration therefor, and as compensation for the use herein granted of town streets, alleys, viaducts, elevated roadways, bridges, and other public ways shall pay into the Town Treasury a sum equal to four percent (4%) of its gross operating receipts which are hereby defined to mean all amounts of money which the District receives or becomes lawfully entitled to receive from the sale of gas resulting from the use of its plant and properties within the Town. The District shall file with the Clerk of the Town within sixty (60) days after the close of each Fiscal Year a statement in detail reflecting its said gross receipts for the preceding Fiscal Year together with a check from the District to the Town for such sum. The Town may, upon reasonable notice at any reasonable time during business hours, have the certified public accountant make examinations at the District's office of any and all of its books and records for the purpose of verifying any of the statements of receipts herein provided for.

SECTION XV. Collection Provision. The District hereby agrees to collect and remit to the Town any lawfully levied utility taxes now existing or hereinafter enacted upon gas customers of the District within the Town limits.

SECTION XVI. Default Clause. In the event that the District shall default in the observance or performance of any one or more of the agreements, duties or obligations imposed upon it by any of the provisions or conditions of this Ordinance, and if such default or defaults shall continue for a period of six (6) months (exclusive of all times during which the District may be delayed or interfered with, without its connivance, by unavoidable accidents, acts of God or the public enemy, labor strikes or the orders or judgments of any commission or court entered in any suit or proceeding brought without its connivance) after written notice thereof to the District from the Town stating the alleged default on the part of the District, then and in each and every such case the Town, in addition to all other rights and remedies allowed by the law, shall be entitled to terminate the grant made to the District under this Ordinance.

SECTION XVII. Annexation Provision. The District hereby agrees to provide service to any and all areas that may be annexed to the Town provided feasibility of the area annexed meets the same feasibility requirements for extension of service as other areas within the District. Service to all areas proven feasible should be available within six (6) months of notification by the Town that the annexed area desires natural gas service. If an area annexed by the Town is already being served by the District, the District will begin to collect all applicable franchise fees (as provided herein) within sixty (60) days of notification by the Town. Any and all annexed areas will fall under the same terms and conditions of this Ordinance as the current areas now located within the Town. The Town agrees to notify the District of the names and addresses of the residents in newly annexed areas within sixty (60) days of the date of the annexation.

SECTION XVIII. Periodic Review Provisions. The District and the Town agree to meet through their designated representatives at five (5) year intervals beginning with the fifth anniversary of the acceptance by the District of this franchise, for the purpose of reviewing the provisions of this franchise in light of any technological or other pertinent changes which may have occurred since the granting of this franchise. In the event of any such change which impairs the fundamental purpose of this franchise, the parties agree to negotiate in good faith an appropriate modification of the franchise.

SECTION XIX. Exclusivity of Ordinance Sections. Should any section or provision of this Ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION XX. Repealing Clause. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION XXI. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval; the term of this franchise shall commence on \_\_\_\_\_ for a term of fifteen (15) years provided the District unconditionally accepts this Ordinance in writing filed with the Town Clerk on or before the franchise effective date of \_\_\_\_\_.

ADOPTED in regular session this \_\_\_\_ day of \_\_\_\_\_, 1986.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. 104

AN ORDINANCE AMENDING SECTION 6, PARAGRAPH H, TOWN OF CINCO BAYOU ORDINANCE NO. 70, OCCUPATIONAL LICENSE TAX; REPEALING ORDINANCES INCONSISTANT WITH SAID ORDINANCE; SEVERING INVALID PORTIONS OF SAID ORDINANCE; PRESCRIBING AN EFFECTIVE DATE THEREOF.

WHEREAS, The Mayor and the Town Council of the Town of Cinco Bayou, Florida, after review of the Town's Ordinance No. 70, Occupational License Tax, have determined that the rate schedule for Category 8 Businesses, Financial Institutions, was not in line with the rates and license fees charged other businesses with like numbers of employees and requires amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA, THAT:

SECTION 1. Paragraph H, Section 6, Ordinance No. 70 is hereby amended to read as follows:

H. Category 8. Financial Institutions: Banks, Savings & Loan Associations, Loan Companies, Mortgage Brokers and other Money Lenders: 1-5 Employees, \$25.00; 6-10 Employees, \$100.00, 11-15 Employees, \$200.00; 16-20 Employees, \$300.00; 20 Employees and over, \$500.00.

SECTION 2. SEVERABILITY. If any word, sentence, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion of words shall be deemed a separate and independent provision and such holding shall not effect the validity of the remaining portion thereof.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS All ordinances and resolutions of the governing body in conflict herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption.

Adopted this \_\_\_\_ day of September, 1986

Approved:

\_\_\_\_\_  
Mayor

ATTEST:

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

ORDINANCE NO. 105

AN ORDINANCE ADOPTING, PROMULGATING, AND ESTABLISHING RULES, REGULATIONS, AND PROCEDURES TO DIRECT AND CONTROL THE USE OF ALL PUBLIC PARKS IN THE TOWN OF CINCO BAYOU, FLORIDA; ESTABLISHING THE HOURS OF OPERATION; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR SEVERABILITY OF ANY PORTION DECLARED INVALID; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Mayor and the Town Council of the Town of Cinco Bayou, Florida, deem it to be in the best interest of the Town and its residents to establish rules, regulations, and procedures for the use of the Town's parks and to set the hours for the use of the parks:

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA, THAT:

SECTION 1. The following rules, regulations, and procedures are hereby established and will govern the use of all parks in the Town of Cinco Bayou, Florida.

- A. The hours of operation for all parks will be from 8:00 AM to 8:00 PM daily, Sunday through Saturday, including holidays.
- B. The consumption of alcoholic beverages in any of the parks is prohibited.
- C. Pets, restrained or unrestrained, are not allowed in any of the parks.
- D. Open fires are prohibited.
- E. Parking of vehicles on the grass is prohibited.
- F. Launching of boats from any park is prohibited.
- G. Littering is prohibited.

SECTION 2. Violation of any of the above listed rules and regulations is punishable by a fine of not more than two hundred dollars (\$200.00), and/or by imprisonment for a period not to exceed ninety (90) days

SECTION 3. SEVERABILITY. If any word, sentence, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not effect the validity of the remaining portion thereof.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS All ordinancea and resolutions of the governing body in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1986.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

# ARCHITECTURAL ASSOCIATES, INC.

RECEIVED  
9/9/86

*RJP*  
*ASB*

## TRANSMITTAL LETTER

TO

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

DATE Sept. 9, 1986

JOB NO. 8624

PROJECT

Addition to Cinco Town Hall

ATTENTION Mr. Al Borchik

WE ARE TRANSMITTING THE FOLLOWING ITEMS TO YOU:

COPIES	DATE	DESCRIPTION
2	8/1/86	Owner/Architect Agreement

REMARKS

Please review and if acceptable, execute and return one copy for our records.

THESE ARE TRANSMITTED

- FOR APPROVAL
- FOR YOUR USE
- FOR COMMENT
- FOR CORRECTIONS
- APPROVED
- APPROVED AS NOTED
- NOT APPROVED

*C. J. Kendrick*

SIGNED C. J. Kendrick, III, A.I.A.

COPIES TO



## 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 no dollars (\$ -0- ) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

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 for Principals, consultants and employees. Identify specific types of consultants in Article 10, if required.)* Hourly rates for time expended: Principals-\$75.00/hr, Technical-\$33.40/hr, Clerical-\$18.75/hr. Consultants: 1.25 times fees billed.

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 nine ( 9 ) 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 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

TOWN OF CINCO BAYOU

By:

Ralph J. Perry, Mayor

ARCHITECT

KSD ARCHITECTURAL ASSOCIATES, INC.

By:

*Jim Kendrick, III*  
Jim Kendrick, III, AIA  
President



greater  
fort wallon beach, florida  
chamber of commerce

RECEIVED  
9/26/86

ASB  
RGP

STATEMENT

9/25/86  
4748

Mayor Ralph Perry  
CINCO BAYOU, TOWN OF  
35 Kelly Avenue  
Fort Walton Beach FL 32548

MEMBERSHIP PERIOD COVERED:

7/86-6/87

*2ND Billing*

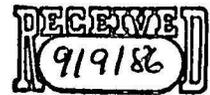
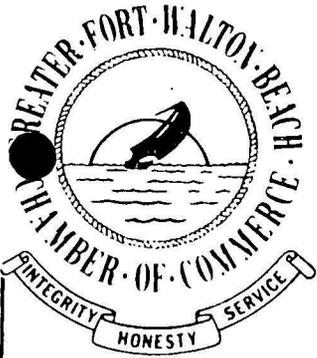
DUES PAID LAST MEMBERSHIP PERIOD: \$125.00

-----  
Please use the attached sheet to calculate your current fair share dues. If you need assistance, please call Nancy and she'll calculate for you. If you have changes in your membership information (address, rep, etc.) please indicate those changes on the application form so we may update our records.

Please make your check payable to The Chamber of Commerce in the amount of your fair share dues.

THANK YOU FOR YOUR CONTINUED SUPPORT!

P.O. Drawer 640, Fort Walton Beach Florida, 32549 • 904/244-8191



July 25, 1986

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

We are concerned with the possibility that our tourism revenues may decrease in the future if the area is not properly promoted. Tourism presently represents 21% of the total revenue dollars in Okaloosa County. Even though all areas of the county profit from Tourism through increased sales made possible through the jobs it provides, only the City of Fort Walton Beach has previously budgeted an allowance to preserve and/or improve this important part of our economy. With a Resort Tax, as passed in Escambia and Bay Counties, funds would have been available to protect this industry. Since it did not pass, other methods of funding must be pursued.

We respectfully request that the Town of Cinco Bayou approve a budget allocation of \$250.00, as their share of the advertising monies needed. Based on benefits received to various areas of our community, we will be requesting the following budgeted amounts as outlined below:

County of Okaloosa	\$ 25,000
City of Fort Walton Beach	20,000
City of Mary Esther	2,500
Town of Shalimar	500
City of Crestview	2,500
City of Destin	5,000*
City of Niceville	2,500
City of Valparaiso	500
Town of Cinco Bayou	250
City of Laurel Hill	500
	<hr/>
	\$56,250

\* Request will be for \$5,000 to our Chamber and \$5,000 to the Destin Chamber for a total of \$10,000.

July 25, 1986

Town of Cinco Bayou, Florida

Your affirmative action on this matter would resolve the long existing problem of "How do you promote Fort Walton Beach without promoting Santa Rosa Island, Destin Fishing Rodeo, Mullet Festival and other events that benefit the entire community?"

Respectfully,



Dutch VanBuskirk  
President-Elect

DV:cam

RECEIVED  
9/10/86

RJD  
ASB

THE COMMITTEE OF 100 OKALOOSA COUNTY, FLORIDA, INC.  
P.O. Drawer 640 • Fort Walton Beach, FL 32549 • (904) 243-5812

July 22, 1986

9125186  
CK #4749

Hon. Mayor and Town Council  
Town of Cinco Bayou  
P. O. Box 931  
Fort Walton Beach FL 32549

Re: FY 1987 Budget Request

Mayor Perry and Councilmembers:

Attached for consideration by the Cinco Bayou Town Council is the Committee of 100's request for FY 1987 financial support in the amount of \$250.00.

The Committee of 100 appreciates that, given the pressures of tightening federal budgets, the competition for limited local government dollars is keen. We believe strongly, however, that industrial and economic development are vitally important and a mutual obligation and responsibility of both the government and private sectors. Unquestionably, a partnership between the government and private communities is essential if Okaloosa County is to become a successful competitor in the development arena.

To provide for an equitable distribution of the costs of a coordinated county-wide economic development program, the Committee of 100 proposes that the private sector assume a greater funding role and that local government support be predicated on a municipal fair-share since all stand to benefit mutually from the creation of new jobs. Our proposed 1987 budget achieves this desired equity.

In order to realize the full potential of economic development efforts, the Committee of 100 is undertaking major new initiatives for the coming year which will restructure our organization to provide for a formal work program and for greater accountability. The centerpiece of the Committee's reorganization will be an action plan setting forth yearly goals and objectives; specific programs and projects to be accomplished; funding sources; and responsibility for implementation. We look forward to the opportunity to brief you on our work program and seek your views concerning ways the Committee of 100 can assist the Town of Cinco Bayou in meeting its economic development needs. Please advise us as to when we can expect to make a presentation to Town Council during budget worksessions.

The Committee of 100 is uniquely qualified to provide comprehensive community-wide economic development services to Cinco Bayou and to Okaloosa County in its entirety. We seek your endorsement and strong participation in the

*Serving all of Okaloosa County including the communities of*

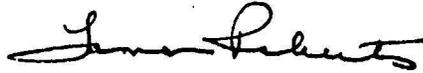
Cinco Bayou • Crestview • Destin • Fort Walton Beach • Laurel Hill • Mary Esther • Niceville • Shalimar • Valparaiso and all unincorporated areas.

Page 2

Hon. Mayor and Town Council

activities of the Committee of 100.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lamar Roberts".

Lamar Roberts  
President

cc: Hon. Ralph Perry, Mayor  
Hon. Irene Balsley  
Hon. Winfield Davis  
Hon. Richard Gage  
Hon. Charles Laginess  
Hon. Michael Plaster

THE COMMITTEE OF 100 OKALOOSA COUNTY, FLORIDA, INC.

1987 PROGRAM BUDGET  
 (Adopted by Board of Directors 6-26-86)

1987 INCOME - (Projected)

MEMBERSHIP DUES		\$ 75,000
PRIVATE INDUSTRY COUNCIL	Submit economic development project for funding pursuant to JTPA	15,000
LOCAL GOVERNMENT PARTICIPATION:		
Okaloosa County		30,000
Fort Walton Beach		12,000
Niceville		5,000
Crestview		5,000
Destin		3,500
Valparaiso		3,500
Mary Esther		3,000
Laurel Hill		500
Shalimar		250
Cinco Bayou		250
	TOTAL	\$ 153,000

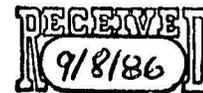
1987 EXPENDITURES - (Projected)

Compensation	Executive Director; Admin. Asst.	\$ 42,000
Employee Benefits	Hospitalization, etc.	3,000
Payroll Taxes		3,500
Business Expense	Client expenses, auto, travel	5,000
Office Supplies/Equipment	Copier/postage machine rental (\$2,400) Equip. purchase ( 1,100) Computer/software ( 4,500) General supplies ( 2,400)	10,400
Telephone		1,500
Postage		2,500
Marketing	Direct mail; one-on-one; trade press; economic development media advertising	31,100
Dues/publications/education	Dues/subscriptions (\$1,500) EDC-USF Nov. '86 ( 1,200) FIDW - July '86 ( 500) Other ( 1,800)	5,000
Insurance	Worker's comp/ contents/ general liability/bond	1,000
Audit and tax prep.		1,000
Specific Analyses/Studies	Economic Base Analysis/ Market Study/Strategic Plan Office Building & Shopping Center Inventories Update Demographics	40,000
Rent		3,000
Printing (Printing and binding costs only. Typesetting generated in-house)	Informational tools for general distribution and prospect recruitment: Manufacturer's Directory; Inventories; demo- graphic packets	4,000
	TOTAL	\$ 153,000

INVOICE

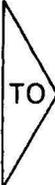


FLORIDA LEAGUE OF CITIES



APP  
KSB

DATE 10/01/86 No.



ALBERT S. BORCHIK, JR., CMC, CLERK  
CITY OF CINCO BAYOU  
35 KELLY AVENUE  
FT. WALTON BEACH, FL 32548

ISSUE CHECK PAYABLE TO:  
**FLORIDA LEAGUE OF CITIES**  
P.O. BOX 1757 - 201 WEST PARK AVE.  
TALLAHASSEE, FLORIDA 32302  
PHONE: (904) 222-9684

DESCRIPTION

CITY OF CINCO BAYOU

FOR DUES FOR ANNUAL MEMBERSHIP - INCLUDING RESEARCH, THREE COPIES OF THE FLORIDA MUNICIPAL RECORD, LEGISLATIVE AND OTHER SERVICES RENDERED BY THE FLORIDA LEAGUE OF CITIES FOR THE FISCAL YEAR

OCTOBER 1, 1986 - SEPTEMBER 30, 1987 \$ 120.00

PLUS

5 ANNUAL SUBSCRIPTIONS TO THE FLORIDA MUNICIPAL RECORD AT \$6.00 EACH \$ 30.00

\*\*\* PLEASE UPDATE AND RETURN LIST OF CITY OFFICIALS WITH PAYMENT \*\*\*

TOTAL AMOUNT DUE 150.00

FLORIDA LEAGUE OF CITIES, INC.  
FLORIDA MUNICIPAL RECORD SUBSCRIPTION BILLING

0310 CITY NAME.....CINCO BAYOU  
STREET.....35 Kelly Avenue  
OTHER ADDRESS Ft. Walton Beach, FL  
ZIP CODE 32548- PHONE 904-244-2712  
MEETING TIME...(2nd & 3rd Mon 600 PM)  
NEXT ELECTION-1086  
POPULATION- 371  
COUNTY- 046 Okaloosa Co

01 Mayor	Ralph J. Perry
02 City Councilman	Winfield H. Davis
03 City Councilman	Charles R. Laginess
04 City Councilman	Irene E. Balsley
05 City Councilman	Richard K. Gage
06 City Councilman	L. Michael Plaster
21 Town Clerk	Albert S. Borchik, Jr., CMC
22 City Attorney	C. Jeffery McInnis

\*\*\*\*\* SEE ATTACHED MEMBERSHIP DUES BILLING \*\*\*\*\*

# FLORIDA LEAGUE OF CITIES, Inc.

201 WEST PARK AVENUE - POST OFFICE BOX 1757  
TALLAHASSEE, FLORIDA 32302-1757 - TELEPHONE (904) 222-9684  
SUNCOM 720-5010

## MEMORANDUM

### OFFICERS

ACTING PRESIDENT  
Glenda Hood  
Commissioner, Orlando

FIRST VICE PRESIDENT  
Vacancy

SECOND VICE PRESIDENT  
Larry Durrence  
Mayor, Lakeland

### DIRECTORS

#### AT-LARGE

Barry D. Schreiber  
Commissioner, Metro-Dade County

Gerald F. Thompson  
Chairman, Broward County

Barbara Sheen Todd  
Commissioner, Pinellas County

#### CONGRESSIONAL DISTRICTS

A. C. Littleton  
Commissioner, Panama City

Vacancy  
2nd Congressional District

William S. Howell  
Mayor, Atlantic Beach  
Past President

George E. Musson  
Mayor, New Smyrna Beach

John H. Land  
Mayor, Apopka

Wayne L. Rubinas  
Mayor, Ocala

Lee Duncan  
Councilman, Tampa

J. Wilson Reed  
Mayor, Belleair Bluffs

Bill Menwether  
Commissioner, Plant City

William R. Goddard  
Mayor, Bartow

Harold H. Woods, Jr.  
Mayor, Melbourne

Edward W. Douglas  
Councilman, Okeechobee

Fred W. Vaitin  
Councilman, Sanibel

O. B. "Ben" Geiger  
Mayor, Coral Springs

John E. Mullin  
Councilman, Lauderdale

John Berino  
Mayor, Dania

Kevin P. O'Connor  
Councilman, Miami Shores Village

Dr. Louis Haas  
Vice Mayor, Bay Harbor Islands

Betty Andrews Lantz  
Vice Mayor, South Miami

### 10 LARGEST CITIES

Eric Smith  
Councilman, Jacksonville

J. L. Plummer, Jr.  
Vice Mayor, Miami  
Past President

Helen Chavez  
Councilperson, Tampa

William Bond, Jr.  
Councilman, St. Petersburg

Raul L. Martinez  
Mayor, Hialeah

Richard A. Mills, Jr.  
Commissioner, Fort Lauderdale

Nap Ford  
Commissioner, Orlando

Mara Giuliani  
Mayor, Hollywood

Sidney Weisburd  
Commissioner, Miami Beach

Rita J. Garvey  
Commissioner, Clearwater

### PAST PRESIDENTS

L. J. Kelly  
Mayor, Daytona Beach

Henry Cook  
Council President, Jacksonville

### FCCMA

Anthony L. Shoemaker  
City Manager, Clearwater

September 5, 1986

TO: All Member Municipalities  
FROM: Raymond C. Sittig, Executive Director  
SUBJECT: 1987 Membership Dues and FMR Subscriptions

TALLAHASSEE OFFICE

EXECUTIVE DIRECTOR  
Raymond C. Sittig

GENERAL COUNSEL  
James R. Wolf

Enclosed is a statement for your city's 1987 membership dues for the Florida League of Cities. The dues structure has not been increased for the past 14 years and the only adjustments are those determined by a population increase or decrease. We are pleased to report that our pooled insurance programs for workers' compensation, liability, and the health and pension trusts are in good condition and we anticipate continued growth in these programs. Because of these programs and the financial supervision of your League by the Board of Directors, we feel you will agree that your League dues are public dollars well spent. Last year we started the innovative pooled bond program providing short term loans to cities at very low interest rates.

Also enclosed is a copy of the names of elected and appointed officials for your city from our files. Three of these - Mayor, City Manager or City Clerk, and City Attorney - are designated by our Board of Directors to receive, at no additional cost, the League's monthly publication, the FLORIDA MUNICIPAL RECORD. (The Postal Service allows only three unpaid subscriptions as part of the membership dues.) The remaining city officials may receive copies during the next fiscal year for the annual subscription charge of \$6.00 each. The Postal Service requires us to charge this subscription fee because of our second class mail permit.

We would like to see the circulation of the FMR grow - for this means that information and educational articles are reaching more city officials. It is important that you update the enclosed list as soon as possible and return it to the League office because of the mailing requirements of the Postal Service.

We are looking forward to continuing to serve your city as a member of the Florida League of Cities, and all municipal officials are invited to come by and visit your League offices at 201 West Park Avenue in Tallahassee.

RCS:tgm

Enclosure



OFFICIAL PUBLICATION:  
THE FLORIDA MUNICIPAL RECORD  
MEMBER: NATIONAL LEAGUE OF CITIES

RECEIVED  
8/28/86

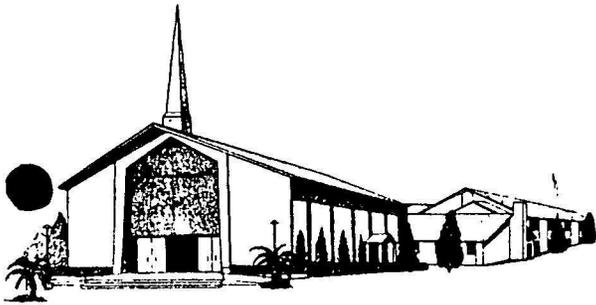
ASB  
B J A

Town of Cinco Bayou  
Kelly Avenue  
Fort Walton Beach, FL 32548  
Attn: Mr. Borchik, Town Clerk

Subject: Letter Of Resignation

I, Charles R. Laginess, am resigning my Cinco Bayou Town Council  
Seat effective 31 October 1986.

*Charles R. Laginess*  
CHARLES R. LAGINESS  
284 Kidd St.  
Fort Walton Beach, FL 32548



RECEIVED  
9/8/86  
ARB  
BSP

## CINCO BAPTIST CHURCH

26 YACHT CLUB DRIVE  
FT. WALTON BEACH, FL 32548

(904) 243-7656

MRS. DENISE HESS  
MINISTER OF EDUCATION  
CHILDREN AND PRESCHOOL

September 2, 1986

Dear Friend:

Summer is now at an end and our halls only echo with the sounds of happy and involved children in our Summer Day Camp.

Much of their excitement with Summer Day Camp was dependent on people like you. We appreciate so much your willingness to help us have a successful program. You enabled us to have a well rounded summer that kept the children happy and busy.

We pray that your year will be one with much potential. We look forward to working with you again in the Summer of 1987. Until then, may God richly bless you.

Sincerely,

Denise Hess

DH:kgs

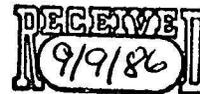
Florida



Department of Transportation

BOB GRAHAM  
GOVERNOR

THOMAS E. DRAWDY  
SECRETARY



Post Office Box 607  
Chipley, Florida 32428

September 5, 1986

Mayor Ralph J. Perry  
35 Kelly Avenue  
Fort Walton Beach, Florida 32548

Dear Mayor Perry:

Enclosed for your review and comments is a copy of Rule No. 14-12.016, Functional Classification Criteria for Urbanized Area Roads.

A public hearing will be held at the time and place noted on page 2 of the proposed rule.

If you have any questions or comments regarding Rule No. 14-12.016, please forward them to me at the address listed above.

Sincerely,

A handwritten signature in cursive script that reads "DK Wood".

Dennis K. Wood, P.E.  
District Planning Manager

DKW:Tb

Enclosure

"HOME OF THE HOBOES"

CITY OF

Laurel Hill

RECEIVED  
9/16/86



P. O. BOX 158

Laurel Hill, Florida 32567

904-652-4441

Basketball

- Boys 1975 Class A State Champs
- Girls 1981 Class A State Champs
- Girls 1982 Class A State Champs
- Girls 1983 Class A State Champs
- Girls 1984 Class A State Champs

Volleyball

- Girls 1978'79'80 Class A State Champs

MAYOR  
Austin Clary

CLERK  
Freddie J. Steele

COUNCILMEN  
A.P. Day  
P.P. Cadenhead  
Vizell Robbins, Jr.  
Ola T. Richbourg  
Myrtle Jernigan

September 15, 1986

Town of Cinco Bayou  
Mayor and Members  
Okaloosa County League of Cities

Ladies and Gentlemen:

The Fall Quarterly Meeting of the Okaloosa County League of Cities is scheduled for September 25, 1986. The meeting will be hosted by the City of Laurel Hill at the Holiday Inn just south of I-10 at Crestview.

There will be a cash bar social hour at 6:30 P.M., with dinner at 7:30 P.M.

The scheduled guest speaker will be Honorable Judge Jere Tolten.

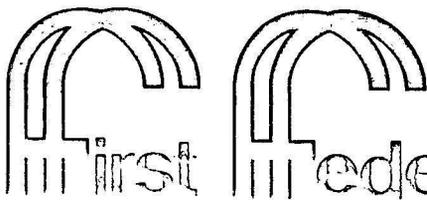
Reservations are to be made with Freddie Steele, Laurel Hill City Clerk, 652-4441, on or before September 22, 1986

Sincerely,

*Freddie J. Steele*  
Freddie J. Steele  
City Clerk  
P.O. Box 158  
Laurel Hill, Florida 32567

PERRY - 1  
BALSLEY - 1  
DAVIS - 2  
GAGE - 2  
LAGINESS - 2  
PLASTER - 2  
MCINNIS - 1  
BORCHNIK - 2

13.



RECEIVED  
9/10/86

B. J. P.  
ASB

# First Federal Savings & Loan Association of Okaloosa County

September 10, 1986

Mr. Al Borchik  
Town Clerk  
Cinco Bayou, Florida

Dear Al:

I am unable to attend the meeting this evening since our monthly board meeting is at the same time. It is our understanding the City is considering increasing licensing fees in Cinco Bayou.

At the present time we are licensed in five cities in Okaloosa County and we pay the following fees:

Fort Walton Beach	\$300.00
Cinco Bayou	\$200.00
Crestview	\$100.00
Niceville	\$100.00
Destin	\$ 50.00

As you can see, Cinco Bayou is near the top. If the City truly has a need for additional revenue or they intend to lower taxes through the creation of revenue of this type, then we can understand the need for an increase. But to simply raise the license fee for the sake of raising it, would certainly be objectionable.

We hope that the City will give serious consideration before any change in the license fee is approved. Thank you for your consideration.

Very truly yours,

  
WILLIAM H. TINSLEY  
President

WHT/cd

