

TOWN OF CINCO BAYOU
TOWN COUNCIL MEETING
JANUARY 7, 1992

Mayor Laginess called the Town Council Meeting to order at 6:00 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Laginess
Councilwoman Balsley
Councilman Broxson
Councilman Gage
Councilman Kendrick (6:02)
Councilman Skelly

Also Present: Attorney McInnis Manager Borchik
Engineer King Secretary Kelley
M. Cummins W. Sullivan
W. Spain H. Spain

REGULAR BUSINESS

1. Minutes - December 3, 1991. Councilman Skelly made a motion to approve the minutes of the December 3, 1991 Town Council meeting as presented, seconded by Councilman Broxson. The motion was unanimously approved.

2. Financial Report - December, 1991. Councilman Gage made a motion to approve the Financial report for December, 1991 as presented, seconded by Councilman Balsley. The motion was unanimously approved.

3. Comprehensive Plan Amendment - Mayor Laginess called the Council's attention to the Town Manager's recommendation to amend certain action dates presently stated in the Town's Comprehensive Plan 2000. This would allow additional time to prepare the Post Disaster Redevelopment Plan and accomplish other related tasks. Councilman Gage made a motion to finalize the amendment and to submit it to the Department of Community Affairs for review, seconded by Councilman Skelly. After a short discussion, the motion was unanimously approved.

4. Opp Boulevard Construction - W. E. Spain. Mayor Laginess stated for the record that the application for building permits for two single family residences had been presented to the Local Planning Agency and it had been their recommendation that the request for permits be granted. It was confirmed that the application and attachments were in order and that no variance would be required. Councilman Kendrick made a motion that the construction of two single family residences, one at 93 Opp Boulevard and one at 95 Opp Boulevard, be approved and that the appropriate letters be written authorizing Okaloosa County to issue the necessary permits, seconded by Councilman Broxson. The motion was unanimously approved.

5. AMSEC Contract Renewal - The Town Manager stated that the only change in the proposed contract with American Security for their services in 1992 was the increase in the monthly charge, \$ 1,215.00 to \$ 1,300.00. This increase is due to the increased cost of workman's comprehensive insurance coverage. After a short discussion, Councilman Gage made a motion to approve the AMSEC Contract for 1992, seconded by Councilwoman Balsley. The motion was unanimously approved.

6. AMTRAK Funding Request - Councilman Kendrick expressed his concern with the use of public funds to support the building of the AMTRAK Station in Crestview. After a short discussion, Councilman Skelly made a motion to increase the Town's contribution to the project to \$ 300.00, seconded by Councilman Gage. After a short discussion, the motion was defeated 3 to 2 with Councilmen Skelly and Gage voting yea. Councilman Skelly then made a motion to contribute the Town's pro-rated share, \$ 111.73, to the project, seconded by Councilman Gage. The motion was unanimously approved.

7. Audit Report, FYE 1991 - Mrs Cummins. Mrs Cummins, Creel, Bryan & Gallagher, presented the FY 1991 Audit Report and asked if there were any specific question concerning the report. She reviewed the highlights of the Audit Report noting that the Town's financial records and transactions were in accordance with accepted accounting practices, properly documented and recorded in the official records. Councilman Skelly made a motion to accept the FYE 1991 Audit Report, seconded by Councilman Kendrick. The motion was unanimously approved.

8. Mayor Pro-Tem Selection - Mayor Laginess called the Council's attention to the provisions of the Town Code of Ordinances requiring the Mayor Pro-Tem to be elected from the council annually and recommended that Councilman Gage be continued as Mayor Pro-Tem. Councilman Kendrick made a motion to elect Councilman Gage Mayor Pro-Tem, seconded by Councilman Broxson. The motion was unanimously approved.

COUNCILMEMBERS REPORTS/COMMENTS

1. Councilwoman Balsley expressed concern for the rabid raccoons and stray cats in the Glenwood Park area. The Town Manager will contact PAWS on this matter.

2. Councilwoman Balsley asked that the new owners of the Glenwood Apartments clean up the area around their dumpsters. Several pieces of old furniture have been allowed to accumulate in the area. The Town Manager will contact the new owners and request them to correct the problem.

3. Councilman Kendrick expressed concern for the unsightly condition of the property at 94 Opp Boulevard (items from past yard sales piled up in front yard and under a tarp) and the old vehicle, also under a tarp, at 92 Yacht Club Drive. The Town Manager will look into correcting these problems.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME - None.

COMMITTEE REPORTS

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

CORRESPONDENCE

1. Letter, Panhandle League of Cities - Councilman Gage invited the Mayor and Council to attend the Panhandle League of Cities organization meeting to be held in the Town Hall on January 23, 1992.

ENGINEER'S REPORT - Engineer King advised the Council that the Cinco Baptist Church is proposing to pave the entire area behind their buildings for use as a parking lot. He has recommended to them that they obtain a copy of the Town's requirements for stormwater management as it pertains to parking areas along with information concerning required landscaping in and around parking areas.

TOWN MANAGER'S REPORT - The Town Manager presented a list of projects that will be accomplished during the coming year along with a "wish list" for two projects that could be undertaken if funds became available. The lists are as follows:

1. Code of Ordinances Supplement. A supplement is necessary to update the Code, resolve conflicting requirements and to bring it into agreement with certain requirements presented in the Comprehensive Plan and Land Development Regulation. Ordinance amendments will be prepared by the Town Manager and coordinated with the Town Attorney and Town Engineer prior to being presented to the Council for review, approval and adoption.

2. Mark all Street Centerlines. In addition to repainting all street markings, pedestrian crossings and stop bars, white or yellow reflectors will be placed on all street centerlines.

3. Frances Park. With or without the FRDAP Grant, some steps need to be taken to resolve the drainage and erosion problem.

4. Glenwood Park. This park continues to be an area of concern due to vandalism. Additional discussion is needed before any further maintenance is done in this park.

5. Trim Sidewalks & Curbs. All sidewalks and curbs will be edged and trimmed and gutters cleaned and swept.

The following projects will require additional funding.

1. Replace present street signage with 6 inch signs and letters for improved visibility. The Town logo could be added to the signs.

2. Lucile Street between Hughes Ave and Kelly Ave is not readily identified as a public street. Although there are white painted side lines, a painted centerline, stop signs and street name signs, it still appears to be a part of the adjacent building's parking lot.

TOWN MANAGER'S REPORT (CONT)

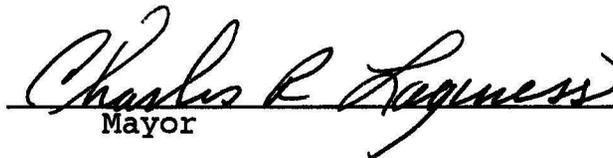
2. Code Enforcement Officer. Mr. Jim Gillum, Maintenance Man, has expressed an interest in the Code Enforcement Officer position. The Town Manager recommended he be considered for the position. Formal training is available at Chipola Junior College and Okaloosa-Walton Community College along with the seminars presented by the University of West Florida. Following a short discussion, Councilman Gage made a motion to appoint Mr. Gillum to the position of Town Code Enforcement Officer, seconded by Councilman Skelly. The motion was unanimously approved.

3. In response to Councilman Skelly's question concerning enforcement of the Town's ordinances and the Okaloosa County Sheriff, the Town Manager advised the Council that her would contact Mr. Gilbert concerning his position on law enforcement for and in the Town. The recent incident between a Deputy and an AMSEC guard will also be discussed.

4. The Town Manager advised the Council that Mr. Kelley appears to have complied with the Code Enforcement Board's direction that he remedy the abandoned automobile violation on his property. It appears that simply registering the vehicle corrects the violation. The Code Enforcement Board levied a fine of \$40.00 a day for each day the violation existed and it appears that the total fine is approximately \$2,000.00! The Town Manager indicated that with the Council's approval, a letter would be sent to Mr. Kelley noting that the violation has been corrected and the amount of the fine. Following a short discussion, it was determined that the decision to fine Mr. Kelley remained with the Code Enforcement Board and the Town Manager was directed to contact the Chairman for further action concerning this matter.

MAYOR'S ANNOUNCEMENTS - Mayor Laginess reminded everyone that the Town picnic/supper is on Tuesday, January 21, 1992. Volunteers are needed to host the monthly picnics and he urged interested persons to sign up in the attendance record book.

There being no further business, the meeting was adjourned at 7:23 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.

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

Original document is too light to
get a good image

This contract is entered into by AMERICAN SECURITY (hereinafter referred to as AMSEC) of Fort Walton Beach, Florida and Charles R. Laginosa, Mayor (hereinafter referred to as client) for the Town of Cinco Bayou, Florida on this 29th day of January 1991.

AMSEC for consideration hereinafter described, agrees to provide security guard service and supervision for the client, the Town of Cinco Bayou, Florida, for a period of one year commencing February 1, 1991. This contract shall be automatically renewed upon anniversary date, unless written notification of intention to renegotiate or terminate said contract is submitted prior to anniversary date by either party thereto.

TERMS AND CONSIDERATIONS

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

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

IT IS AGREED that guards provided under this contract shall bear fire-arms within the boundaries of the clients property while performing the duties and requirements of this contract. It is further agreed that AMSEC will not be deemed as liable for the negligent or criminal acts of third parties whether lawfully or unlawfully on the premises of the client.

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

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

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

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

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

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

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

CLIENT AGREES TO PAY AMSEC the sum of ~~\$1100.00 per month for February and March 1991~~ and thereafter ~~\$1215.00~~ ^{1300.00} per month for services rendered. Payments will be made as outlined in paragraph G above.

ACCEPTED BY

Mase Staley
CLIENT/AMERICAN SECURITY

Charles R. Laginess
CLIENT/DESIGNATED AGENT

Albert Borchik, Jr.
CLIENT/DESIGNATED AGENT

DATE SIGNED 27 Dec 90

DATE SIGNED Jan 14, 1991

Personnel to be contacted in case of emergency:

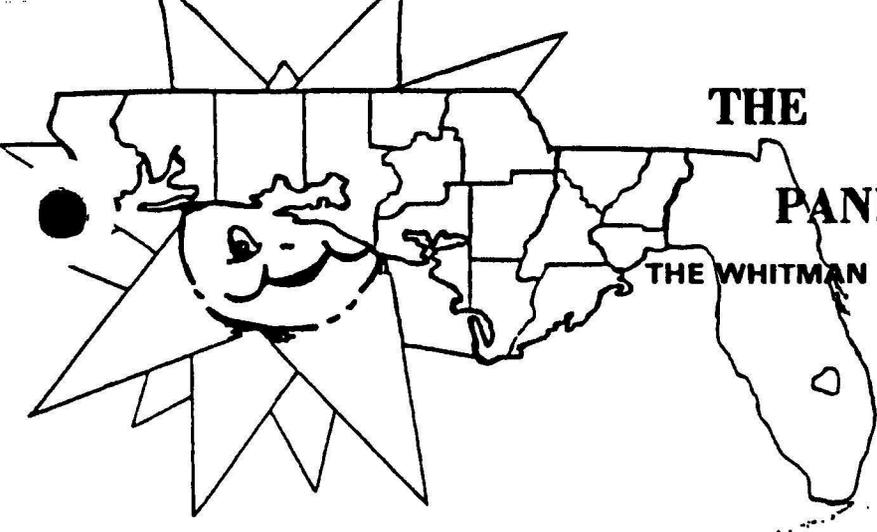
CHARLES R. LAGINESS
104 KIDD STREET
CINCO BAYOU
244-1783

RICHARD K. GAGE
100 OFF BOULEVARD
CINCO BAYOU
244-4352

ALBERT S. BORCHIK, JR.
31 PEBBLE BEACH DRIVE
SHALIMAR, FL
651-2435

THIS IS A COPY OF LAST YEAR'S CONTRACT. ONLY CHANGE WILL BE TO PARA (K) WHICH INCREASES MONTHLY RATE FROM \$1,215/MO TO \$1300/MO. THIS IS BASED ON A WORKMANS COMP RATE INCREASE.

ABB



THE

RECEIVED
12/31/91
A.S.'s

PANHANDLE LEAGUE OF CITIES

c/o The University of West Florida
THE WHITMAN CENTER for STATE and LOCAL GOVERNMENT
11000 University Parkway
Pensacola, Florida 32514-5751
Larry N. Walker, League Coordinator
(904) 474-2370

MEMORANDUM

December 27, 1991

TO: Members, Panhandle League of Cities
FROM: Larry Walker, Coordinator
SUBJECT: Meeting of Board of Directors, January 23

President Dick Gage has called a meeting of the Panhandle League's Board of Directors on January 23, 1992, 7:00 p.m., at Cinco Bayou Town Hall (10 Yacht Club Drive, FWB area).

Topics of discussion will include the lobbying effort, with reports by those who have participated in the first two weeks of the 1992 session; selection of an interim treasurer, to replace treasurer Roy Kingsmill; banking arrangements for League funds; 1992 membership drive; schedule of meetings in 1992; and other topics.

Representatives of all member cities are invited to attend this meeting of the Board of Directors. For more information, contact Larry Walker (474-2370).

LNW/fak

President Dick Gage Cinco Bayou	Vice-President Guy Thompson Milton	Vice-President Hubert Rodgers Callaway	Treasurer Roy Kingsmill Callaway	Past President Brenda Pollak Gulf Breeze	FLC Director Bob Barnard Panama City
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TOWN OF CINCO BAYOU
NOTICE OF PUBLIC HEARING

The Cinco Bayou Local Planning Agency (Town Council) will hold a Public Hearing on Tuesday, January 7, 1992, at 5:30 PM at the Cinco Bayou Town Hall, 10 Yacht Club Drive, Cinco Bayou, Florida. The purpose of this public hearing is to consider amending the completion dates for certain specific actions listed in Chapter 10, Infrastructure and Chapter 11, Coastal Management & Conservation, Cinco Bayou Comprehensive Plan: 2000: (Proposed dates are underlined)

1. Objective 10.C.1 - Change date for correcting drainage deficiencies from 1992 to January 1, 1993.

2. Objective 11.A.8 - Change date for completion of post-disaster redevelopment plans from 1992 to January 1, 1994.

3. Policy 11.A.8.2 - Change date for completion of post disaster redevelopment plans from 1995 to January 1, 1994.

4. Policy 11.B.2.4 - Change date for inter-local agreements concerning developments along the bay and bayous from 1992 to January 1, 1993.

The full text of the proposed amendments may be inspected at the Cinco Bayou Town Hall, 10 Yacht Club Drive, Cinco Bayou, Florida, during normal office hours, 8:00 AM to 5:00 PM, Monday through Friday. All interested parties are invited to attend this meeting and be heard regarding the adoption of these plan amendments.

A public hearing encourages the public to provide written and/or verbal comments on the matters under consideration. Any person who decides to appeal any decision of the Local Planning Agency with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ALBERT S. BORCHIK, JR.

Town Manager/Clerk

CITY OF CRESTVIEW

P.O. DRAWER 1207

CRESTVIEW, FLORIDA 32536

904-682-8131



AMTRAK STATION

MUNICIPALITIES IN OKALOOSA COUNTY

AND OKALOOSA COUNTY'S PRO-RATED SHARE

	<u>Population</u>	<u>Pro-Rated Share</u>
Cinco Bayou	322	\$ 111.73
Crestview	9,866	3,430.44
Destin	8,080	2,803.76
Fort Walton Beach	21,471	7,450.44
Laurel Hill	543	188.42
Mary Esther	4,139	1,436.23
Niceville	10,507	3,645.93
Shalimar	341	118.33
Valparaiso	4,672	1,621.18
Okaloosa County	59,961	20,806.47

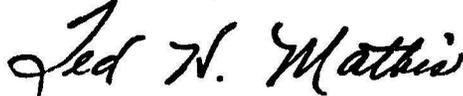
AMTRAK FUNDING ALTERNATIVES

- * PRO-RATA funding from each Municipal Government and from the County. (See Attachment)
Each Government will commit to funding and provide for from any combination of sources.
- * OPEN INVITATION TO PRIVATE ENTERPRISE. Must be advertised appropriately.
- * Complete In House Funding.
Sample \$1.00 per Household for Twelve Months x 3600 Homes
\$43,200.00 Generated Revenues.
- * There is no time to seek any kind of grant funding. However, FDOT has been sent a copy of our plans. This was sent per their request should funding be made available. Funding, if provided, will be for Operational/Safety Developpe and not for Aesthetics.

Therefore, we week your support and commitment towards the funding of your fair share of this economic opportunity. (Please see attached).

We must notify AMTRAK officials of our intent to provide a station for a stop in Crestview by December 31, 1991. Therefore, we week your commitment of support in a reasonable time frame. Please note: Notificiation is due by December 31, 1991 but funding and project completion must be on board for a October 1992 completion date.

Sincerely,

A handwritten signature in cursive script that reads "Ted H. Mathis". The signature is written in dark ink and is positioned above the typed name.

TED H. MATHIS
Mayor

Attachments

12-12-91

CITY OF CRESTVIEW

P.O. DRAWER 1207

CRESTVIEW, FLORIDA 32536

904-682-6131



December 10, 1991

Mayor Charles R. Laginess
Town of Cinco Bayou
10 Yacht Club Drive
Ft. Walton Beach, FL 32548-443

Dear Mayor:

AMTRAK has recommended the City of Crestview as a stop on the proposed extension of the tri-weekly Sunset Limited service from New Orleans to Miami. As you know, the Sunset Limited currently operates between Los Angeles and New Orleans and when it is extended to Miami, it will become the first transcontinental train in AMTRAK's history. Direct and connecting service will be provided from Crestview to Los Angeles, Jacksonville, Miami and to the rest of AMTRAK's system. Contingent upon capital funding from the state and the stations being provided by the local communities it is anticipated that this new service may begin as early as October 1992.

Today about 1 million people ride the Sunset Limited between LA and New Orleans annually. Projections are, with line extended East with planned stops in Pensacola, Crestview, Chipley, Tallahassee, Lake City and Jacksonville will produce an additional 69,200 riders each year.

State Senator William Bankhead, a Jacksonville Republican, says a Department of Commerce study indicates that train services could add \$7.5 million to the state's tourism base annually.

In addition to the above gains, Okaloosa County benefits reaped will include a much needed commercial development shot in the arm with a station in our county.

Although the City of Crestview is taking the lead in this project, we feel it to be a county wide effort with far reaching benefits to every city, county and resident in general.

We cannot afford to miss this opportunity for growth. It may never pass this way again. The city is providing an affordable avenue for economic growth at a mere 35¢ per capita. The far reaching effects are enormous.