

Town of Cinco Bayou, FL
Regular Council Meeting Minutes
January 11, 1996

1. Mayor Laginess called the meeting to order at 6:00 p.m. this date. Following silent prayer and pledge of allegiance to the flag, roll call was taken.

2. Present: Eugene E. Broxson
Rene Chamberlain
Jim Kendrick
Carolynn Leach
Joseph Skelly
Mayor Charles Laginess

Also present: Manager Elvin C. Bell, Counsel Jeff McInnis and Engineer Spence King

3. Consent Calendar:

On a motion by Councilwoman Chamberlain, seconded by Councilman Broxson, the Council voted unanimously to approve : (A) Minutes of the December 14, 1995, regular Council meeting; (B) Financial report for December 1995; (C) Hurricane Opal contracts as let to Lancaster Development Corporation, North Florida Sweeping, and Allen's Tree Service; and (D) Acknowledgment and approval of Manager Bell's letter to Mr. Kevin D. Bowyer, Town Accountant, regarding compliance with SB 2090.

4. Reports and comments from Councilmembers:

Councilman Skelly asked Counsel McInnis to comment on Council's November 9, 1995, action to terminate, by a 2 to 1 vote, the American Security contract. Counsel referred to the ordinance and opined that 3 affirmative votes, not 2, were needed for such action.

Councilmembers Skelly, Kendrick and Leach commented on their concerns about litter in parkways; Town's state of cleanliness; crime incidents; status of Natures Garden, and fallen poles along Kidd Street.

5. Public requests and comments.

Mrs. Nancy Frye inquired about the Mayor's three minute rule for individual presentations at the Council meetings. After Council discussion, Councilwoman Chamberlain moved, seconded by Councilman Broxson, to adopt as Council policy the three minute rule per individual presentations and a five minute rule for group presentations. Motion approved unanimously.

Mrs. Laura Monroe asked the Council about its plans for the fence between Laguna Park and Unit One at the Moorings. The Mayor asked the Manager to review the situation and take corrective action.

6. Manager's report:

A. Bayou Signage:

Manager Bell presented the Bayou Signage Study, as requested by the Council. He reviewed sources of information provided, bayou jurisdictional authority, proposed site for signage, if approved, and concluded with his recommendation.

During Council discussion, Councilman Kendrick expressed concern about boating activity on the bayou east of Eglin Parkway and asked if the Manager's proposed resolution to the County Board of Commissioners could be expanded to include that portion of the bayou. The Manager said it could and he would amend the resolution to satisfy that concern. Following discussion, Councilwoman Chamberlain moved, seconded by Councilman Broxson, to adopt the Manager's recommendation. The vote was unanimous. Mrs. Frye expressed her appreciation for the work done by the Manager and inquired about placing a sign on the boat ramp, a graphic of which she distributed to the Council. The Mayor asked the Manager to check it out and handle the matter. Council also directed Counsel McInnis to prepare necessary documents needed to enforce said sign.

B. Council direction on poles along Kidd Street:

It was determined during Council discussion that the poles had been placed along the street by direction from the previous Manager. The poles were intended to protect newly planted trees, and control vehicular parking. Council directed the Manager to remove some, but not all, of the poles, and erect No Parking 7 Days A Week signs to prohibit parking in certain areas. The above action, after discussion, was summarized by and moved by Councilman Skelly, seconded by Councilwoman Chamberlain, and approved unanimously.

C. Christmas decorations:

On a motion by Councilwoman Chamberlain, seconded by Councilman Kendrick, the Manager's recommendation to discard and/or sell, if possible, the Town's old, damaged and/or worn-out Christmas decorations and purchase new ones for a cost of \$4,130.00, plus freight, was approved on a vote of 4 yeas and one nay with Councilwoman Leach opposed.

D. Town Hall Sign:

After lengthy discussion, Councilman Kendrick moved, seconded by Councilwoman Chamberlain, to accept the Manager's recommendation to purchase a new Town Hall sign from Impact Graphics for a cost of \$2,320.00 plus wiring to the electrical outlet. After Counsel McInnis assured Council of the sign's compliance with the Town's sign ordinance, the motion carried on a 3 to 2 vote with Councilmembers Leach and Skelly opposed.

E. New Security Contract:

Manager Bell and Counsel McInnis reviewed a security contract that had been negotiated with Cinco Bayou resident Randall P. Drabczuk, a security specialist. After Council discussion of the Drabczuk contract and the American Security contract, the following motion was made by Councilwoman Chamberlain: That the Council ratify its previous action to terminate its contract with American Security; the Manager and counsel are directed to discuss with American Security a 30 day extension of its present contract at the current rate of compensation; and, failing that, attempt to negotiate a 30 day contract with Drabczuk. The motion was seconded by Councilman Broxson and passed unanimously. Councilman Skelly then moved to contact American Security for a month-to-month extension at the same rate. The motion was seconded by Councilwoman Leach and passed unanimously.

F. Storm shutters on Town Hall:

The Manager reviewed his discussions with FEMA regarding the possibility of securing storm shutters for Town Hall. They may be obtained, according to FEMA, by joining the County in writing a Hazard Mitigation Grant Application for shutters. The Manager explained that the deadline for grant applications was March 1, 1996. After discussion, the Council asked the Manager to proceed with discussions with the County regarding the grant, and secure illustrative material on storm shutters for Council's review and consent.

G. Report on indebtedness of the City of Ft. Walton Beach to the Town of Cinco Bayou:

Manager Bell reported that while reviewing old files/notes, he discovered an indebtedness owned the Town by Ft Walton Beach because of a contractual relationship the Town had with Ft Walton Beach and the Florida Department of Transportation regarding maintenance along Eglin Parkway. The amount owned to the Town, the Manager said, appears to be \$13, 507.44 and a payment schedule is being discussed with Ft. Walton Beach officials. No action was requested, but the Mayor and Councilmembers expressed their satisfaction with the Manager's findings.

H. Report on concrete slab at bridge:

The Manager submitted his written research report on the slab. No action was requested.

7. Mayor's announcements.

None. Councilman Skelly asked about reducing the dais wall around the Mayor's desk to provide councilmembers with a better view of those seated at the dais. The Mayor concurred and directed the Manager to handle the project.

8. The Mayor called for any further business, and, hearing none, adjourned the meeting at 8:28 p.m.

Charles R. Laginess
Mayor



Attest:

Elvin C. Bell
Town Manager/Clerk



SERVICES CONTRACT

THIS AGREEMENT made effective the 6th day of October, 1995 by and between the Town of Cinco Bayou, Florida, (hereinafter referred to as "Town") and Lancaster Development Company Inc., (hereinafter referred to "LDC").

WHEREAS, as a result of Hurricane Opal the Town has storm damage to Glenwood Park's Nature Trails and public walk ways which must be repaired to protect the health, safety and welfare of the residents of the Town.

NOW THEREFORE, this emergency agreement is entered into for the repair and restoration of said storm damage under the following terms and conditions:

1. LDC shall repair nature trails and properly dispose of the debris in appropriate landfills.

2. The minimum number of crew personnel hired by LDC to complete this job for the Town shall be three (3) who shall be equipped with the appropriate equipment to facilitate the carrying out of the terms of this Contract. LDC shall be required to maintain general liability insurance coverage for its operations, and shall maintain all required Workers' Compensation Insurance on its employees as required by Florida law.

3. All storm debris removal shall be completed within thirty (30) days of the effective date herein with LDC making a final inspection of the Town of Cinco Bayou, accompanied by a representative of the Town, prior to the conclusion of this Agreement. All work hereunder must be performed to the satisfaction of the Town before any payment to due.

4. The Town will pay a flat fee of Two Thousand Seven Hundred Twelve dollars (\$2,712.00) to LDC at the completion of the work specified herein.

5. LDC shall, and hereby agrees to, indemnify, defend and hold harmless Town, its elected officials and employees, from and against any liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorney's fees and costs of defense) to any person or property arising directly or indirectly from the performance pursuant to this Agreement arising out of any act or omission of LDC, its officers, employees, agents or representatives, or arising out of any act of any person involved in the performance of this Agreement which results in bodily harm or property damage to others. This indemnification obligation by LDC shall survive any termination of this contract or any provision herein to the contrary.

6. LDC shall not assign or subcontract any of its duties and

obligations under this Agreement to a third party without the express approval of the Town.

SIGNED AND SEALED this 6th day of October, 1995 but made effective the day and year first above written.

TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

BY: [Signature]
Elvin C. Bell, Town
Manager/Clerk

BY: [Signature]
Charles R. Laginess
Mayor

ATTEST:

BY: _____
print name: _____

LDC Corporation
BY: [Signature]
Wayne Lancaster, President

Proposal

LANCASTER DEVELOPMENT CORPORATION

GENERAL CONTRACTORS

509 APACHE ROAD
FORT WALTON BEACH, FLORIDA 32547

WAYNE S. LANCASTER

PHONE (904) 862-6363

PROPOSAL SUBMITTED TO <i>Town of Cinco Bayou</i>		PHONE <i>244-9188 FAX</i>	DATE <i>3 NOV 95</i>
STREET <i>Yacht Club Dr.</i>		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION <i>Glennwood Nature Trail</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Damage to boardwalk.

- ① Repair 4'x40' section ————— *\$2,560.⁰⁰*
- ② Repair Two 8' sections of handrail *152.⁰⁰*
- \$2,712.⁰⁰*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

See Above

dollars (\$ _____).

Payment to be made as follows:

Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Wayne S. Lancaster

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

[Signature]

Date of Acceptance:

11-3-95

Signature

SERVICES CONTRACT

THIS AGREEMENT made effective the 6th day of October, 1995 by and between the Town of Cinco Bayou, Florida, (hereinafter referred to as "Town") and North Florida Sweeping, Inc., (hereinafter referred to NFS".

WHEREAS, as a result of Hurricane Opal the Town has large amounts of storm debris blocking the Town's storm drainage system which must be removed to protect the health, safety and welfare of the residents of the Town.

NOW THEREFORE, this emergency agreement is entered into for the sweeping, pick up and disposal of storm debris from areas that abut said storm drainage system under the following terms and conditions:

1. NFS shall sweep, clean up and remove all debris and dangerous objects which are blocking access to the system of the Town of Cinco Bayou and properly dispose of the debris in appropriate landfills.

2. The minimum number of crew personnel hired by NFS to complete this job for the Town shall be five (5) who shall be equipped with the appropriate equipment to facilitate the carrying out of the terms of this Contract. NFS shall be required to maintain general liability insurance coverage for its operations, and shall maintain all required Workers' Compensation Insurance on its employees as required by Florida law.

3. All storm debris removal shall be completed within thirty (30) days of the effective date herein with NFS making a final inspection of the Town of Cinco Bayou, accompanied by a representative of the Town, prior to the conclusion of this Agreement. All work hereunder must be performed to the satisfaction of the Town before any payment to NFS is due.

4. The Town will pay a flat fee of One Thousand Six Hundred dollars (\$1,600.00) to NFS at the completion of the work specified herein.

5. NFS shall, and hereby agrees to, indemnify, defend and hold harmless Town, its elected officials and employees, from and against any liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorney's fees and costs of defense) to any person or property arising directly or indirectly from the performance pursuant to this Agreement arising out of any act or omission of NFS, its officers, employees, agents or representatives, or arising out of any act of any person involved in the performance of this Agreement which results in bodily harm or property damage to others. This indemnification obligation by NFS shall survive any termination of this contract or any provision herein to the

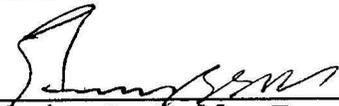
contrary.

6. NFS shall not assign or subcontract any of its duties and obligations under this Agreement to a third party without the express approval of the Town.

SIGNED AND SEALED this _____ day of October, 1995 but made effective the day and year first above written.

TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

BY: 
Elvin C. Bell, Town
Manager/Clerk

BY: 
Charles R. Laginess
Mayor

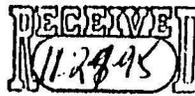
ATTEST:

BY: _____
print name: _____

NFS INCORPORATED

BY: 
Glen Burns, President

INVOICE



NORTH FLORIDA SWEEPING, INC.
6080 GREENLAND ROAD
JACKSONVILLE, FL 32258

INVOICE NO. 10010589
DATE 11-21-95
CUSTOMER NO. MISCO

(904)262-2376

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENSION
1	10.10	SWEEPING SERVICES P.O. # 10-4-903	1600.00	1600.00
TERMS: NET TERMS : 10 DAYS			SUB TOTAL	1600.00
CITY OF CINCO BAYOU 10 YACHT CLUB DRIVE CINCO BAYOU, FL 32548			TAXES	0.00
			TOTAL	1600.00
			LESS PAYMENT	0.00
			AMOUNT DUE	1600.00

FAST DUE AMOUNTS ARE SUBJECT TO A 1.5% SERVICE CHARGE (18% ANNUAL PERCENTAGE RATE). SHOULD COLLECTION EFFORTS NECESSITATE THE SERVICES OF AN ATTORNEY, PURCHASER WILL BE RESPONSIBLE FOR REASONABLE ATTORNEY'S FEES INCURRED BY SELLER.

*12-1-95
CK 9790*

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SERVICES CONTRACT

THIS AGREEMENT made effective the 6th day of October, 1995, by and between the Town of Cinco Bayou, Florida (hereinafter referred to as "Town") and Allen's Tree Service (hereinafter referred to as "Allen").

WHEREAS,, as a result of Hurricane Opal, the Town has suffered large amounts of tree damage in Glenwood Park which must be removed to protect the health, safety and welfare of the residents of the Town, and,

WHEREAS, Allen's Tree Service is able to provide such services,

NOW THEREFORE, this emergency agreement is entered into for the pruning and removal of storm damaged trees in the public rights of way in Glenwood Park under the following terms and conditions:

1. Allen shall commence work as soon as possible in cleaning up public rights of way, as designated by Town Officials, from overhanging limbs and trees which were damaged or destroyed by Hurricane Opal and properly dispose of damaged limbs and trees in appropriate landfills.

2. The minimum number of crew personnel hired by Allen to complete this job for the Town shall be three (3) who shall be equipped with the appropriate equipment to accomplish the terms of this Contract. Allen shall be required to maintain general liability insurance coverage for its operations, and shall maintain all required insurance on its employees as required by Florida law.

3. All necessary limb and tree pruning and removal shall be completed within sixty (60) days of the effective date herein with Allen making a final inspection of the work carried out, accompanied by a representative of the Town, prior to the conclusion of this Agreement. All work hereunder must be performed to the satisfaction of the Town.

4. The Town will pay Allen for its services a total of \$10,500.00 which includes all labor, equipment cost and disposal fees. Allen shall maintain daily time records of services provided to the Town with a description by location of the specific services provided.

5. Allen shall, and hereby agrees to, indemnify, defend and hold harmless Town, its elected officials and employees, from and against any liability, losses, claims, injuries, settlements or causes of action of any time or character (including without limitation any expenses connected therewith, including attorney's fees and costs of defense) to any person or property arising directly or indirectly from the performance pursuant to this

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Agreement arising out of any act or omission of Allen, its officers, employees, agents or representatives, or arising out of any act of any person involved in the performance of this Agreement which results in bodily harm or property damage to others. This indemnification obligation by Allen shall survive any termination of this Contract or any provision herein to the contrary.

6. Allen shall not assign or subcontract any of its duties and obligations under this Agreement to a third party without the express approval of the Town.

SIGNED AND SEALED this 11th day of October, 1995, but made effective the day and year first above written.

TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

BY: [Signature]
Elvin C. Bell, Town
Manager/Clerk

BY: [Signature]
Charles R. Laginess as its
Mayor

ALLEN TREE SERVICE

ATTEST:

BY: _____
print name: _____

BY: [Signature]
_____ as its
President

SERVICES CONTRACT

THIS AGREEMENT made effective the 6th day of February, 1996, by and between the Town of Cinco Bayou, Florida, (hereinafter referred to as "Town") and Allen's Tree Service, (hereinafter referred to "ATS").

WHEREAS, as a result of Hurricane Opal the Town has storm damage to the flume abutting Yacht Club Drive which must be cleared of storm debris to protect the health, safety and welfare of the residents of the Town.

NOW THEREFORE, this emergency agreement is entered into for the clearance and disposal of said storm damage under the following terms and conditions:

1. ATS shall clear all fallen and/or dangerous trees and dispose of the debris in appropriate landfills.

2. The minimum number of crew personnel hired by ATS to complete this job for the Town shall be three (3) who shall be equipped with the appropriate equipment to facilitate the carrying out of the terms of this Contract. ATS shall be prepared to handle emergencies that may occur because of the potential presence of snakes and other dangerous elements in and around the flume. ATS shall be required to maintain general liability insurance coverage for its operations, and shall maintain all required Workers' Compensation Insurance on its employees as required by Florida law.

3. All storm debris removal shall be completed within thirty (30) days of the effective date herein with ATS making a final inspection of the Town of Cinco Bayou, accompanied by a representative of the Town, prior to the conclusion of this Agreement. All work hereunder must be performed to the satisfaction of the Town before any payment is due.

4. The Town will pay a flat fee of Eight Thousand Five Hundred dollars (\$8,500.00) to ATS at the completion of the work specified herein.

5. ATS shall, and hereby agrees to, indemnify, defend and hold harmless Town, its elected officials and employees, from and against any liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorney's fees and costs of defense) to any person or property arising directly or indirectly from the performance pursuant to this Agreement arising out of any act or omission of ATS, its officers, employees, agents or representatives, or arising out of any act of any person involved in the performance of this Agreement which results in bodily harm or property damage to others. This indemnification obligation by ATS shall survive any termination of this contract or any provision herein to the

contrary.

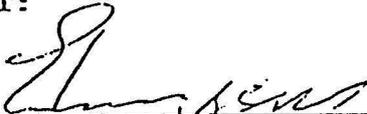
6. ATS shall not assign or subcontract any of its duties and obligations under this Agreement to a third party without the express approval of the Town.

SIGNED AND SEALED this 6th day of February, 1996.

TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

BY:


Elvin C. Bell, Town
Manager/Clerk

BY:


Charles R. Laginess
Mayor

ATTEST:

BY:

print name: _____

Allen's Tree Service

BY:


Dana Allen, President

D.S.R. NO. 59509 SHEET 6 OF 8
FEMA _____ DR _____ P.A. NO. _____



TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE (CINCO BAYOU)
FT. WALTON BEACH, FLORIDA 32548-4436
904-244-2712
FAX 904-244-9188

Mayor:
CHARLES R. LAGINESS
Council Members:
EUGENE E. BROXSON
RENÉ CHAMBERLAIN
JIM KENDRICK
CAROLYNN H. LEACH
JOSEPH P. SKELLY
Town Manager/Clerk:
ELVIN C. BELL
Town Attorney:
C. JEFFREY McINNIS

December 27, 1995

Mr. Kevin D. Bowyer
Certified Public Accountant
Creel Bryan & Gallagher
P. O. Box 1600
Ft. Walton Beach, FL 32549-1600

Re: Establishment of procedural acknowledgment of SB2090

Dear Kevin:

Although the Town of Cinco Bayou does not have reserve capital in excess of what is required to meet short-term emergencies and expenses, I consider it prudent and reasonable to formally acknowledge SB2090 and establish a guideline of how our reserve capital will be managed.

As you may know, SB2090 allows alternative investment guidelines for municipalities that do not fall under the fourteen (14) standards detailed in the legislation. Cinco Bayou has all of its reserve capital in the form of money market accounts and/or savings accounts in state certified qualified public depositories. These funds are invested to match investment maturities with known cash needs and anticipated cash-flow requirements.

Funds are withdrawn only to meet short-term emergencies and expenses, e. g., storm damage caused by Hurricanes Erin and Opal. The withdrawal of such funds are listed and reported on monthly financial statements which are submitted to the Mayor and Council for review and approval.

This management practice is hereby established.

Very truly yours,

Elvin C. Bell
Town Manager

6 - A.



TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE (CINCO BAYOU)
FT. WALTON BEACH, FLORIDA 32548-4436
904-244-2712
FAX 904-244-9188

Mayor:
CHARLES R. LAGINESS
Council Members:
EUGENE E. BROXSON
RENÉ CHAMBERLAIN
JIM KENDRICK
CAROLYNN H. LEACH
JOSEPH P. SKELLY
Town Manager/Clerk:
ELVIN C. BELL
Town Attorney:
C. JEFFREY McINNIS

January 10, 1996

TO: Mayor and Councilmembers

SUBJECT: PROGRESS REPORT ON BOAT RAMP ISSUE/SIGNAGE IN
BAYOU (REQUESTED)
REPORT CONTAINS OPTIONS AND STAFF RECOMMENDATION

FROM: Elvin C. Bell, Town Manager *Elvin C. Bell*

I. BACKGROUND:

As the Mayor and Council may remember, on October 10, 1995, staff submitted to you a paper entitled RESPONSE TO QUESTIONS RAISED BY NANCY S. FRYE REGARDING BOAT RAMP. ANALYSIS WITH RECOMMENDATIONS.

That paper outlined the history of the Boat Ramp, responded to Mrs. Frye's questions and concluded with recommendations that were adopted by the Council. One of those recommendations was:

The Council endorse the actions that have been taken, and support pending actions per FEMA claim. Should FEMA disallow that portion of the claim pertaining to signage, the Council directs the Manager to submit a plan for replacement signage at the Town's expense.

II. CURRENT SITUATION:

While gathering additional information to implement the Council's directive regarding bayou signage, staff had discussions with Dennis "Nick" Nicholson, Chairman, County Board of Commissioners; Chris Holley, County Manager; John Dowd, County Counsel; Dave Heinrich, County Director of Public Works; Steven E. Mixon, County Public Works Engineer, and Captain Mike Tucker, Florida Marine Patrol, Office of Waterway Management, Tallahassee, Florida.

Captain Tucker's office manages and supervises signs in waterways/bayous throughout the state, including Cinco Bayou.

Staff reviewed with the above named persons the history of the Boat Ramp, bayou signage, citizens' concerns expressed at Council meetings, questions/concerns expressed by the Mayor and Councilmembers, and the Council's policy direction.

Captain Tucker explained the State's policy regarding marine signage as follows:

1. If there is an established and documented record of hazards relating to boating safety, the Department will review the matter to determine what, if any, signs would be appropriate to reduce the hazards. However, there is no documented record of hazards at the Cinco Bayou site.
2. Shore erosion caused by boat activity is the responsibility of the respective property owner who purchased the shoreline property.
3. Noise activity relating to boat engines and boat usage are part of the environment associated with owning property on or near waterways and bayous.
4. Notwithstanding the water area being Cinco Bayou or the Intercoastal Waterways, the State Waterway Management Department, the U. S. Coast Guard and the Army Corps of Engineers will not unilaterally post No Wake Zone, Slow Zone, Idle Zone, declare a Speed Restriction Zone, or similar such signing. Conversely, the State, according to Captain Tucker, encourages the use of marine activities. Such activities are deemed to be a prime reason so many people move to the State.
5. The Town of Cinco Bayou has jurisdiction over the boat ramp but no jurisdiction whatsoever over the bayou. The Town's jurisdiction ends at the water line. The Town, therefore, has no legislative control, management supervision, or marine posting authority on the bayou and shall not post signs, or cause the posting of signs, of any kind in the bayou.
6. People who live and/or buy property on or near a body of water that is available for public usage should anticipate noise, pollution, shoreline erosion and other factors that are part of living on or near a waterfront.
7. Any request for a study and/or review of the bayou must come from Okaloosa County which has jurisdiction over the bayou; jurisdiction that starts where the jurisdiction of the Town of Cinco Bayou ends. Such a request for a study and/or review by the State shall be in the form of an ordinance approved by the County Commission. Prior to the passage of such an ordinance, it shall be preceded by the usual public hearings and citizen participation process. Such an ordinance would be presented by the County of Okaloosa to: Captain Mike Tucker, Florida Marine Patrol, Office of Waterway Management, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399.

III. PROCEDURAL STEPS:

According to Mr. Holley and Mr. Heinrich, the usual and customary procedure for municipal action in this regard would be:

1. The Town Council of the Town of Cinco Bayou adopt a resolution that requests specific action by the County Board of Commissioners.
2. The Commission would consider such a request, and if it approves, forward the request to the appropriate State agency.
3. County staff would proceed to draft an ordinance if the citizen participation process supports the actions requested.
4. The County would hold public hearings on the issue to fulfill citizen participation requirements if the State agency concurs in considering the matter.
5. The ordinance would be placed on the Commission agenda for action.
6. After approval, the ordinance is forwarded to the State for consideration.

The timeframe for items 1 through 6 above is lengthy and will take several months to complete, according to Mr. Heinrich and Mr. Holley.

IV. EXPENSES TO BE INCURRED BY THE TOWN OF CINCO BAYOU:

On December 20, 1995, FEMA and the State of Florida Department of Community Affairs informed staff and the Mayor that no funds were approved, or will be approved, by either agency for signage placement in the bayou as a result of damage caused by Hurricane Erin.

Therefore, any and all costs incurred to erect pilings and install signage in the bayou would be the sole responsibility of the Town of Cinco Bayou. The County would provide the signs at County's cost. No other local, state or federal agency would assist with funding.

According to officials in the County Public Works Department, the placement of four (4) pilings in the bayou would cost the Town of Cinco Bayou about \$5,500.00. Costs are increased by approximately \$1,500.00 per piling if additional pilings are installed. It is your staff's opinion, shared by County staff, that if the Town of Cinco Bayou desires to proceed with the initiation of this signage issue, a minimum of four (4) pilings are needed, however, six (6) pilings are considered to be more reasonable. Six (6) pilings would cost about \$8,500.00.

V. OPTIONS OFFERED FOR CONSIDERATION:

1. Take no action and leave whatever future events that may occur up to the State of Florida, County Commissioners and/or the citizen participation process. At least one risk factor in this option is that if the Town Council plays no role and a Boating Restricted Area is eventually approved through citizen petition, the Town of Cinco Bayou would still be liable for the costs of pilings and signage installation.

2. Adopt a resolution to the County Board of Commissioners in which the Town Council requests the commencement of the citizen participation process. This process would determine whether or not there is sufficient interest, need and necessity to proceed with a Boating Restricted Area. A suggested resolution is attached and should be considered a part of this option.

3. Refuse to initiate any action whatsoever to change the present environment in and around the boat ramp and the bayou in question. Such refusal is based on the following points: (1) The Florida Marine Patrol has established criteria for designating a Boating Restricted Area. Such criteria place major emphasis for such designation on the record of hazards relating to boating safety. There is no documented record of such hazards at the Cinco Bayou site. (2) The Town Council has seen no evidence that a proposed Boating Restricted Area is supported by a majority of Town residents. (3) The anticipated costs for pilings and signage installation are beyond the Town's financial means.

VI. RECOMMENDATION:

Adopt item No. 2 above.

VII. REASONS IN SUPPORT OF RECOMMENDATION:

The Town Council could, in its wisdom, adopt option No. 1 or option No. 3 above and conclude that it has adequately fulfilled its role of encouraging and facilitating citizen participation in local government. There could be substantial discussion that such a conclusion was the practical thing to do. However, in so doing the Town Council would be attempting to conclude an issue over which it has no jurisdiction. Therefore, the attempt at conclusion could be interpreted in some quarters as neither practical nor reasonable, but, conversely, a capricious and arbitrary step into an area outside the council's purview.

This issue, which has been before every Town Council meeting, in one way or another, since at least August 1995, may not disappear with passage of options No. 1 or No. 3 above.

There is still the petition process that could keep this issue alive well into 1996 and beyond. The County Board of Commissioners could consider a petition initiated by residents whose property abuts the bayou. Such a citizen petition may be considered in lieu of a Town Council resolution.

The primary reason for staff's recommendation is to refer this item to the public agency that has jurisdiction. It does not appear prudent, reasonable or cost effective for staff and the Council to keep re-visiting this issue. Therefore, let the citizen participation process, which we encourage, run its course. Even when there is only one voice that speaks out to address an issue or a concern, that voice should be heard. That voice should continue to be heard until the citizen participation process, as well as due process, are resolved through appropriate public agencies that have competent jurisdiction.

RESOLUTION 96-01

A RESOLUTION OF THE TOWN OF CINCO BAYOU, OKALOOSA COUNTY, FLORIDA.

WHEREAS, the Town Council of the Town of Cinco Bayou, Florida, deems it in the public interest to request the Okaloosa County Board of Commissioners conduct public hearings for the purpose of determining if there is sufficient interest, need and necessity to install and enforce a Boating Restricted Area in Five Mile Bayou adjacent to the Town of Cinco Bayou, and

WHEREAS, the Town Council of Cinco Bayou has approved the citizen participation process, and subsequent County ordinance, if any, to establish a Boating Restricted Area as delineated on the map attached hereto, and

WHEREAS, the Okaloosa County Board of Commissioners has competent jurisdiction to hold such hearings and take such actions it and the State of Florida may find appropriate,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, OKALOOSA COUNTY, FLORIDA, THAT:

1. This resolution is hereby adopted.
2. The staff report leading to the adoption of said resolution is attached hereto.
3. A map delineating a Boating Restricted Area in Five Mile Bayou is attached hereto.

Adopted this 11th day of January, 1996.

Approved:

Mayor

Attest:

Town Manager

Atchs.



TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE (CINCO BAYOU)
FT. WALTON BEACH, FLORIDA 32548-4436
904-244-2712
FAX 904-244-9188

6.-C.
Mayor:
CHARLES R. LAGINESS

Council Members:
EUGENE E. BROXSON
RENÉ CHAMBERLAIN
JIM KENDRICK
CAROLYNN H. LEACH
JOSEPH P. SKELLY

Town Manager/Clerk:
ELVIN C. BELL

Town Attorney:
C. JEFFREY McINNIS

January 9, 1996

TO: Mayor and Councilmembers
SUBJECT: Christmas Decorations
FROM: Elvin C. Bell

Our Town's newest Christmas decorations were ordered in 1984 at a cost of \$2361.00. The balance of our inventory is much older and has been warehoused for several years without use. Our entire inventory is old, damaged, worn out, and, in some instances, in need of being repaired prior to further display. Repair costs, however, are similar to replacement costs.

Items that should be discarded are:

1. Flat Happy New Year (8) Wiring, garland & welds are broken/damaged
2. Brackets to No. 1 (8) Worn out, connectors damaged
3. Circle with Bells (8) Bells are broken, wiring/garland worn out
4. Bells (8) Same
5. Brackets (8) Same
6. Bubble Happy New Year (7) Broken plastic; wiring/garland worn out
7. Brackets (7) Worn out and broken
8. Trees (5) Bent and worn out; wiring/garland worn out

Items that can be repaired:

1. Scrolls with bells (4)
2. Trees (15)
3. Candles (16)

Procedure to determine costs for repairs:

1. We take pictures of the damaged items and send the photos to manufacturer.
2. Manufacturer determines what percentage of original price shall be charged for the repairs. Minimum is 65%.
3. We box and ship to manufacturer the damaged goods. We pay freight.
4. Manufacturer repairs the items and ships them back COD.

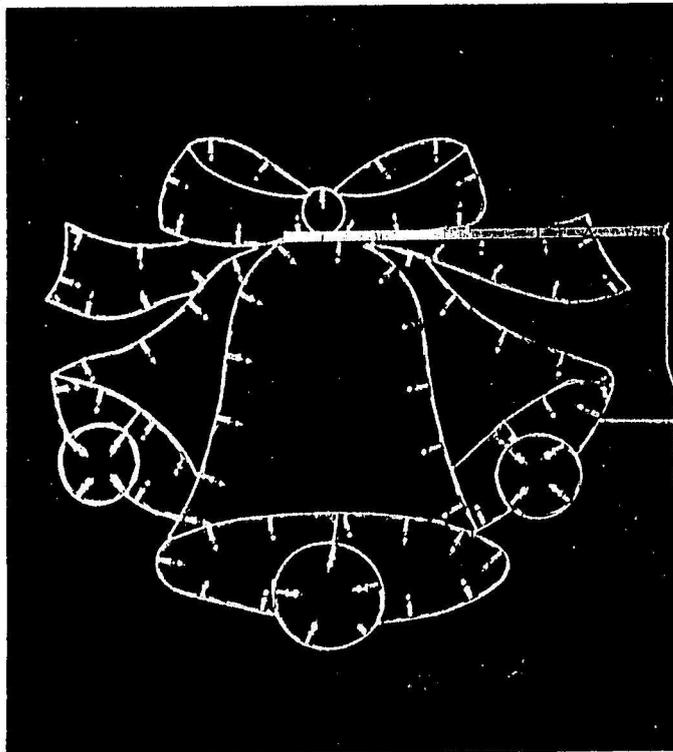
RECOMMENDATION:

If it is the Council's desire to continue displaying decorations during the Christmas Season, staff recommends the following budget for new decorations:

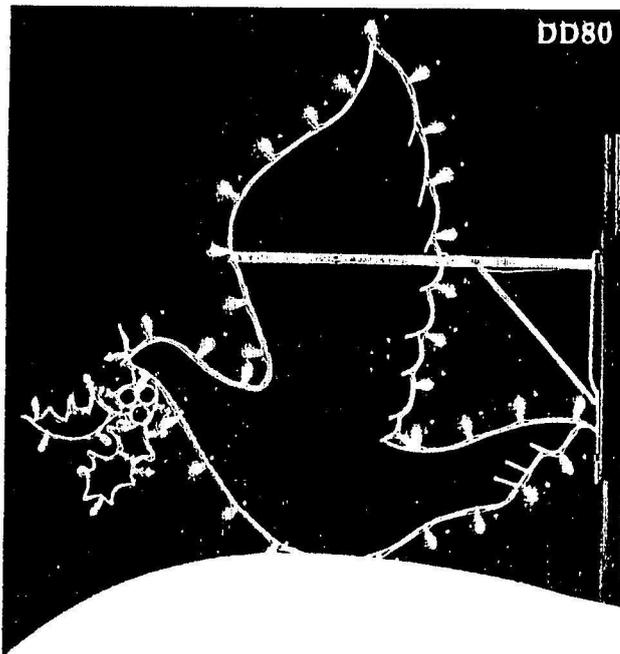
1. Triple Bells. The gross price is \$170.00 each. Our net discounted price for the month of January only is \$105.00. Staff proposes to order 20 of them for a price of \$2100.00. Illustration is attached.
2. Doves. The gross price is \$165.00 each. Our net price is \$101.50. Staff proposes to order 20 of them for a price of \$2030.00. Illustration attached.
3. The total is \$4,130.00, plus freight.

The above prices are for January only. This discount rate is about 35 percent off the regular price.

Staff has researched all available markets, pricing and inventories offered by manufacturers. If approved the above items would be purchased from Dixie Decorations of Montevallo, Alabama.



DD112 - Triple Bell 170.00



DD80

6. - D.



Proposal

151 N.E. Eglin Pkwy
Ft. Walton Beach, FL 32548
(904) 664-0021

SIGN CO.

Proposal Submitted To

Name TOWN OF CINCO BAYOU
Street _____
City/State _____
Attn. RON
Telephone Number 244-2712

Proposal No. _____
Sheet No. _____
Date 10-31-95

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

1. ONE EACH 4' X 6' DOUBLE FACED ELECTRIC SIGN
PER APPROVED SKETCH INSTALLED.

- TWO LINES OF CHANGEABLE COPY PER SIDE
W/ ONE SET 3" LETTERS (300 CT.)

- TWO EACH 2' X 6' LEXAN COVERS (SLIDE-IN)
FOR CHANGEABLE COPY.

- CLIENT TO PROVIDE 110VAC SOURCE POWER

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$ 2320.)

with payments to be made as follows:

50% DEPOSIT
BAL UPON COMPLETION

T.E.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per DAVE MORELAND

Note - This proposal may be withdrawn by us if not accepted within _____ days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date _____ Signature [Signature]

CINCO BAYOU
TOWN HALL

6'

CINCO BAYOU
TOWN HALL

4'

4" x 4" STEEL POLES
w/ DECORATIVE CEDAR
COVER & BASE

4' x 6' ILLUMINATED SIGN

INTERNALLY LIGHTED

6'

1'

3'

6"

6"

6"

6"

ALUM. ROD WITH CLEAR FACES

POST

ASCO Diversified Services
697 N BEAL PARKWAY
FT WALTON BEACH, FL 32547

JUNCTION BOX

INSTALLED

1650.00

EXEMPT #

CIRCLE BAYOU SIGN PERMIT ISSUED FOR LAYOUT ONLY

110 LINE

ASCO Diversified Services

897 N. BEAL PARKWAY
FT WALTON BEACH, FL 32547

862-5424



SERVICES CONTRACT

THIS AGREEMENT, made effective as of the ___ day of _____, 1996 by and between THE TOWN OF CINCO BAYOU, FLORIDA, a Florida Municipal Corporation whose address is 10 Yacht Club Drive, Fort Walton Beach, FL 32548 (hereinafter referred to as "Town") and MR. RANDALL PHILIP DRABCZUK whose address is 116 Opp Blvd., NE, Fort Walton Beach, FL 32548 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Town desires to provide for certain security and monitoring services to protect the health, safety and welfare of the residents, business owners and their properties located within the corporate limits of the Town; and,

WHEREAS, the Contractor has experience in the area of security services and desires to provide such services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties do agree as follows:

SECTION ONE
Scope of Services

A. The work to be performed by Contractor under this Agreement includes the providing of security and patrol services within the corporate limits of the Town of Cinco Bayou, Florida during the initial term of this Agreement and any renewals thereof. The services shall be provided (7) days per week beginning on the Commencement Date as provided for herein, unless prior arrangements have been made with the Town Manager/Clerk. Said services shall include at a minimum the following duties and responsibilities:

(i). The Contractor shall be responsible for securing and locking the municipal parks located within the Town including Francis Park, Laguna Park, and Glenwood Park. The parks shall be secured and locked each evening, (7) days per week, at 8:00 p.m. or at such other time as may be established by action of the town council of the Town from time to time. Additionally, the Contractor shall be responsible for opening the municipal parks located within the Town at 7:00 a.m. or at such other time as may be established by action of the town council of the Town from time to time, on those days on which town hall is closed for business including weekends and holidays.

(ii). The Contractor shall personally provide patrol services in and about the corporate limits of the Town on a staggered time schedule (7) days a week. During such patrols the Contractor shall be responsible for reporting any incidents that threaten the health, safety, or welfare of any persons or property located within the town limits to the Okaloosa County Sheriff's

Department either directly or through its 911 emergency operations system. The Contractor shall conduct all patrols in a marked vehicle clearly identifying himself as a security provider. The Contractor shall not be armed with any weapon during the course of providing services under this Agreement within the town limits. The Contractor is not expected nor encouraged to engage in any physical contact with any perpetrator that may be discovered during the course of patrol services under this Agreement.

(iii). The Contractor shall provide written reports on a by-weekly basis directly to the Town Manager/Clerk fully setting forth the schedule that was maintained by the Contractor during the reporting period and providing a daily log of activities and incidents noted during the course of either park opening or closure or patrol services. Additionally, the Contractor shall immediately report to the Town Manager/Clerk on a twenty-four (24) hours a day basis any significant acts discovered during the course of patrol services hereunder which are a threat to the health, safety, or welfare of any persons or property located within the town limits. The Town Manager/Clerk shall provide appropriate phone numbers to the Contractor for communications both during working hours and after hours for the purposes of this reporting requirement.

(iv). In the performance of the services hereunder, the services and the hours consultant is to work on any given day will be entirely within Contractors control and the Town will rely upon Contractor to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. This arrangement will probably require the Contractor to work about nine (9) hours per week although there will be some weeks during which Contractor may perform services for shorter or longer periods of time.

SECTION TWO Payment

For the services specified in this Agreement, the Town shall pay Contractor the sum of Five Hundred Dollars (\$500.00) per month payable on the first (1st) day of each month for services provided during the preceding month. Contractor shall be fully responsible for the withholding of State or Federal Income Taxes, and any and all other tax liabilities imposed upon him as a result of this Agreement and hereby covenants to save the Town harmless from any and all liability for any such payments of obligations that may be imposed upon the Town during the term of this Agreement or subsequent to its termination.

SECTION THREE
Term of Agreement

A. The services to be provided under and pursuant to this Agreement will begin on the 1st day of February, 1996 ("Commencement Date"), at 8:00 p.m. Central Standard Time. This Agreement shall be for an initial term of one (1) year. At the expiration of the initial term of one (1) year, this Agreement may be renewed by mutual agreement of the parties. This Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of such termination.

B. In the event of termination, the Town shall be obligated to pay a pro rata rate for only those days on which services are performed by Contractor through the effective date of termination.

SECTION FOUR
Relationship of Parties

A. The parties intend that an Independent Contractor relationship be created by this Agreement. The conduct and control of the services provided hereunder will lie solely with Contractor. However, Contractor shall perform such services in accordance with reasonable standards and shall exercise due care in the providing of such services.

B. Contractor is not to be considered an agent or employee of the Town for any purpose and will not be entitled to any of the benefits the Town provides for its employees, including but not limited to health insurance coverage, workers compensation insurance coverage, and unemployment insurance.

C. It is further understood that Contractor is free to contract for similar services to be performed for other agencies or entities while under contract with the Town. The Town does not agree to use Contractor exclusively.

SECTION FIVE
Furnishing of Equipment

Contractor shall furnish, at Contractor's own expense, all equipment and vehicles necessary to carry out the terms of this Agreement.

SECTION SIX
Liability

The work to be performed under this Agreement will be performed entirely at the Contractor's risk, and Contractor assumes all responsibility for his own safety and protection in the performance of this Agreement.

SECTION SEVEN
No Assignment

Neither this Agreement nor any of the duties and responsibilities or interests therein, or any claim thereunder, shall be assigned or transferred by Contractor to any party or parties.

SECTION EIGHT
Indemnification

Contractor shall indemnify the Town against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death), to persons or property caused or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation and the defense of any such claims or actions including the reimbursement to the Town of any court costs and attorneys fees it may incur in defending such actions. Contractor shall also indemnify the Town against all liability and loss in connection with, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under Unemployment Insurance, Social Security, and Income Tax laws, with respect to Contractors compensation under this Agreement.

SECTION NINE
NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement or such other address as may be hereafter be specified by notice in writing.

SECTION TEN
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION ELEVEN
GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. It is further agreed that jurisdiction for any claims or actions under this Agreement shall be in the First Judicial Circuit in and for the State of Florida with the specific venue lying in the courts in and for Okaloosa County, Florida for any such proceeding.

SECTION TWELVE
ATTORNEYS FEES AND COURT COSTS

In any action, suit or proceeding to enforce or interpret the terms of this Agreement, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

AND WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below to be effective on the date and year first above written.

THE TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

Elvin C. Bell
Town Manager/Clerk

BY: _____
Charles R. Laginess, Mayor

Witness:

Randall Philip Drabczuk

January 9, 1996

Agenda 6-H

TO: Mayor and Councilmembers
SUBJECT: THE SLAB AT THE BRIDGE
FROM: Elvin C. Bell, Town Manager



Staff is concerned about the slab at the bridge because of the following reasons:

1. The concrete foundation is an attractive nuisance. It attracts young people, at considerable risk, to use it for skateboarding. It's risky for several reasons. For example, metal spikes stick out of the foundation and could cause severe injury in a fall. Students use the site to rendezvous while cutting classes. When students commingle with adult derelicts who also hang-out at the site, a potentially dangerous environment exists; an environment that has no redeeming value to our Town.

2. The slab is a public nuisance. It is a gathering site for vagrants and runaways who move between the slab and under the bridge to avoid detection. They build fires, litter the area and cause additional problems that compound our attempts to maintain a clean and safe Town for our residents, businesses and visitors.

3. The slab is also a private nuisance. The property, because of its abandoned nature, has become a dump-site, in full public view, for waste and discarded items of clothing and furniture. The site is visible to the occupants of some 160,000 vehicles that pass by each day, as well as adjacent property owners who risk depreciation of their property values.

4. The former duly authorized agent for the owner of the property in question made a commitment to the Town Council last year that the owner would provide security services to keep people away from the slab, abate the nuisances, and, thus, reduce risks. That commitment was not fulfilled.

HISTORY:

The slab has a checkered history. The previous owner at one time intended the property to be a swanky restaurant which would afford patrons with a panoramic view of the bayou. Unfortunately, construction started on the eatery at about the same time the owner was caught up in the Savings and Loan scandal that rocked this nation a few years ago.

Construction on the site ceased when the federal government sued the owner of the property. Foreclosure proceedings were initiated. The Court having jurisdiction in the case appointed Mr. H. French Brown, Jr., a Fort Walton Beach realtor, as receiver.

Litigation was a long and costly process. One listed former owner, who apparently claims to still have some interest in property abutting the slab, is shown only as Florida 1993-N3, Inc., with a Dallas, Texas address.

CURRENT SITUATION:

The U.S. Government's suit was finally adjudicated last year. The property is no longer in litigation.

Mr. Brown has been relieved of his former duties and the owner's new agent is Mr. Mark Bethea, a realtor who specializes in property management and sales. He is associated with Realty House Commercial Properties, Inc., in Fort Walton Beach. Mr. Bethea has appeared before the Town Council in recent years on behalf of various clients.

Staff continues to be concerned about the unsafe conditions that exist at the site and has communicated those concerns to Mr. Bethea. Mr. Bethea is trying to sell the slab which is now owned by Buddy Newsom Construction Company in Mississippi.

Mr. Newsom owns only the slab. Sale of the slab is complicated because there is no ingress or egress to Eglin Parkway. The slab is surrounded by multiple owners, including the federal government, Florida Department of Transportation, Waffle House, the Dallas outfit, et al.

I will keep the Council informed with another memorandum when more information is available.