

TOWN OF CINCO BAYOU  
REGULAR TOWN COUNCIL MEETING  
FEBRUARY 9, 1995

Mayor Laginess called the Cinco Bayou Town Council Meeting to order at 6:08 P.M.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL \_\_\_\_\_ Present: Mayor Laginess  
Councilman Broxson  
Councilwoman Chamberlain  
Councilman Gage  
Councilman Kendrick  
Councilman Skelly

Also Present: Manager Borchik      Attorney Mcinnis      H. Shephard  
Secretary Payne      Engineer Cartwright      C. Leach  
Eric Jenrich      Mike Bolden      E. Skelly

PUBLIC HEARING

1. Ordinance No. 164 - First reading of Ordinance No. 164, an Ordinance of the Town of Cinco Bayou, Florida changing the name of "Leyenda Park" to "Win Davis Park" in honor of Councilman Winfield H. Davis. Attorney McInnis read Ordinance No. 164 by title only. Councilman Broxson made a motion to accept the first reading of Ordinance No. 164, seconded by Councilwoman Chamberlain. The motion was unanimously approved.

2. Ordinance No. 165 - First reading of Ordinance No. 165, an Ordinance of the Town of Cinco Bayou, Florida amending appendix A, Zoning, code of Ordinances, increasing the application fee for a variance/special exception to \$100.00. Attorney McInnis read Ordinance No. 165 by title only. Councilwoman Chamberlain made a motion to accept the first reading of Ordinance No. 165, seconded by Councilman Skelly. The motion was unanimously approved.

3. Resolution 95-3 - A Resolution of the Town of Cinco Bayou, Florida opposing reduction in the budgets of Florida Community Colleges. Attorney McInnis read Resolution 95-3 by title only. Councilman Gage made a motion to adopt Resolution 95-3, seconded by Councilman Broxson. Councilwoman Chamberlain abstained from voting on this matter due to a conflict of interest. The motion was unanimously approved.

Regular Business

1. Minutes - January 12, 1995 - Councilman Skelly made a motion to approve the minutes of January 12, 1995, seconded by Councilman Gage. The motion was unanimously approved.

2. Financial Report - January, 1995 - Councilman Gage made a motion to approve the Financial Report for January, 1995, seconded by Councilwoman Chamberlain. The motion was unanimously approved.

3. Tree Committee Proposal - Mr. Bruns was not present, however, Mayor Laginess presented an addendum to the landscaping contract for Phase III of the Tree Planting Program. A copy was given to each Councilmember. Following a brief discussion, Councilman Skelly made a motion to accept Mr. Bruns proposal for the Town's Tree Planting Program Phase III; Construction Specifications, for an additional \$300.00, seconded by Councilwoman Chamberlain. The motion was unanimously approved.

4. Building Permit - Mr. Walker - The Town Manager explained that this was the building permit authorization for the building previously approved by the Local Planning Agency. Councilwoman Chamberlain made a motion to grant the building permit authorization with the same conditions as those imposed by the Local Planning Agency, seconded by Councilman Broxson. The motion was unanimously approved.

5. Tree Removal Permit - Mr. Christy was not present and the Town Manager explained Mr Christy's request for the permit. Mr Christy asked to remove the trees to make room for additional parking spaces for his unit. The two trees concerned are located on the Yacht Club side of the Cercle Nautique Townhomes and are approximately four (4) to five (5) inches in diameter. Following a short discussion, Councilwoman Chamberlain made a motion to approve the tree removal permit, seconded by Councilman Broxson. Councilman Skelly abstained from voting on this matter due to a conflict of interest. The motion was unanimously approved.

6. Okaloosa County Sheriff Contract Proposal - Mayor Laginess advised the Council that he had met with the Town Manager and Attorney McInnis to discuss options for increasing the security within the Town. One of the options was the possibility of negotiating a contract with the Okaloosa County Sheriff's Department. He pointed out that the AMSEC nightly patrol was doing a fine job and had served the Town very well in the past, but at this point and time, he believed law enforcement was required. At the Mayor's request, the Town Manager met with UnderSheriff Alford, Okaloosa County Sheriff's Department, and received a price quote of \$51,000.00 the first year and \$33,038.00 the following 2 years. (The additional funding for the first year is for a fully equipped vehicle). This would provide the Town one dedicated Deputy Sheriff 24 hours a day, seven days a week. Following a lengthy discussion, Mayor Laginess asked the Council to consider a motion to negotiate and initiate a contract with the Okaloosa County Sheriff's Department and he would call a special Town Council Meeting to discuss this issue. Councilwoman Chamberlain made a motion have the Town Manager get a proposal from the Okaloosa County Sheriff's Department, seconded by Councilman Broxson. The motion was unanimously approved.

COUNCILMEMBERS REPORTS/COMMENTS

1. Councilman Kendrick inquired on the status of putting a fence up on both sides of the Cinco Bayou Bridge to keep the homeless/vagrants out. The Town Manager reported that he had spoken with officials at DOT but to date, had not received a reply. Councilman Kendrick also inquired if there was a way of getting rid of the concrete slab at the southeast end of the Cinco Bayou Bridge. The Town Manager explained that the property had recently changed hands again and he was trying to find out who the new owners are. As soon as the new owners are located, he will contact the owner and see what can be done. In addition Councilman Kendrick asked about the status of Church's Fried Chicken building. The Town Manager informed him that the building has been bought by Dunkin Donuts and construction on the building will begin next week.
2. The Town Manager informed the Council that he had spoken with Mr. Bethea, the property manager for the property where Nature's Garden was located, and he said he will have the property cleaned next week.
3. The Town Manager advised the Council that the Frances Park seawall and fence has been repaired.

PUBLIC REQUEST WILL BE HEARD AT THIS TIME - None

COMMITTEE REPORTS

1. Administrative Committee - No Report
2. Finance & Budget Committee - The Town Manager called the Council's attention to the funds (approximately \$125,000.) presently deposited in the Town's money market accounts. He suggested the Council consider investing the funds in Certificates of Deposit, T-Bills or some other form of investment at a higher rate of interest. After a brief discussion Councilman Skelly made a motion to move \$75,000.00 into a Six (6) Month Certificate of Deposit, seconded by Councilwoman Chamberlain. The motion was unanimously approved.
3. Comprehensive Plan Committee - No Report

CORRESPONDENCE

1. Letter, Okaloosa County, "Okaloosa Pride Week" - No Action
2. Letter, U.S. Department of "Justice, "COPS" - No Action
3. Letter, Supervisor of Elections - No Action

TOWN MANAGER'S REPORT

1. Spoken with officials at DOT concerning the left turn lane at Yacht Club Drive and Eglin Parkway. DOT indicated they will look into traffic control at this intersection.
2. Again spoke with company that did the reconstruction for K-Mart concerning all the rubbish that was left on the parking lot and on the right-of-way when the project was finished. They agreed to have the rubbish removed and the right-of-way cleared.

3. Plan to put up street lights in all the dark spots in Town.
4. Presented Council a list of items that has been vandalized at the Town Hall in recent weeks.
5. Informed Council that a DEP permit has been issued to Mr. Jim Bratton, 188 Kidd Street, authorizing construction of a seawall.
6. Engineer Hack Cartwright, presented an estimate of \$11.00 a square yard for asphalt overlay of Town roads. Mayor Laginess requested streets in poorest condition be given top priority.
7. Discussed briefly the Opp/Troy Streets alternatives. No action on this Item.

MAYOR'S ANNOUNCEMENTS - Mayor Laginess reminded everyone of the Town Picnic on Tuesday, February 21, 1995 and the Okaloosa League of Cities Dinner to be held at the Fort Walton Yacht Club on March 16, 1995 at 6:00 P.M. The Town is sponsoring the dinner. The menu includes Prime Rib or Black Snapper, both served with all the trimmings. Reservations with desired entree need to be in to the secretary by Monday, March 13th.

There being no further business, the meeting was adjourned at 7:05 P.M.

Attest:

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Manager/Clerk

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <b>Chamberlain, Recu René</b>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>Cinco Bayou Town Council</b>	
MAILING ADDRESS <b>200 Kidd St</b>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY <b>Fort Walton Bch Fla</b>	COUNTY <b>Oka</b>	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED <b>2/9/95</b>		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes. The requirements of this law are mandatory; although the use of this particular form is not required by law, you are encouraged to use it in making the disclosure required by law.

Your responsibilities under the law when faced with a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

### ELECTED OFFICERS:

A person holding elective county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

In either case, you should disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

A person holding appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

A person holding an appointive local office otherwise may participate in a matter in which he has a conflict of interest, but must disclose the nature of the conflict before making any attempt to influence the decision by oral or written communication, whether made by the officer or at his direction.

### IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You should complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form should be provided immediately to the other members of the agency.
- The form should be read publicly at the meeting prior to consideration of the matter in which you have a conflict of interest.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You should disclose orally the nature of your conflict in the measure before participating.
- You should complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Reca Rene Chambolun, hereby disclose that on 2/9, 1995:

(a) A measure came or will come before my agency which (check one)

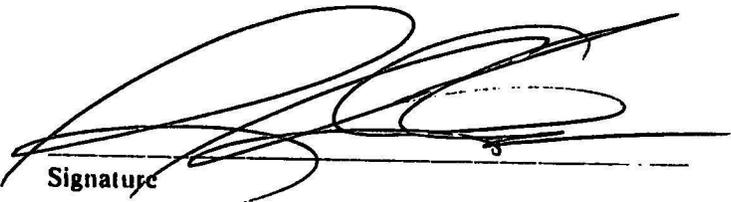
inured to my special private gain; or

inured to the special gain of Okaloosa Walton Community College, by whom I am retained.

(b) The measure before my agency and the nature of my interest in the measure is as follows:

I have a financial interest.

2/9/95  
Date Filed

  
Signature

**NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317 (1985), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.**

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>SKELLY JOSEPH PATRICK</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE <i>CINCO BAYOU TOWN COUNCIL</i>	
MAILING ADDRESS <i>96 YACHT CLUB DR. #9</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY <i>FT. WALTON BEACH, FL 32548</i>		NAME OF POLITICAL SUBDIVISION: <i>CINCO BAYOU</i>	
DATE ON WHICH VOTE OCCURRED <i>2.9.95</i>		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes. The requirements of this law are mandatory; although the use of this particular form is not required by law, you are encouraged to use it in making the disclosure required by law.

Your responsibilities under the law when faced with a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

### ELECTED OFFICERS:

A person holding elective county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

In either case, you should disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

A person holding appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

A person holding an appointive local office otherwise may participate in a matter in which he has a conflict of interest, but must disclose the nature of the conflict before making any attempt to influence the decision by oral or written communication, whether made by the officer or at his direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You should complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- Copy of the form should be provided immediately to the other members of the agency.
- The form should be read publicly at the meeting prior to consideration of the matter in which you have a conflict of interest.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You should disclose orally the nature of your conflict in the measure before participating.
- You should complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, JOE P. SKELLY, hereby disclose that on 2-9, 19 95:

(a) A measure came or will come before my agency which (check one)

inured to my special private gain; or

inured to the special gain of \_\_\_\_\_, by whom I am retained.

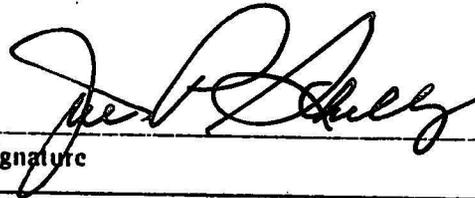
(b) The measure before my agency and the nature of my interest in the measure is as follows:

*The removal permit for complex in which I reside.*

*2.9.95*

Date Filed

Signature



NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317 (1985), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.

ORDINANCE NO. 164

AN ORDINANCE OF THE TOWN OF CINCO BAYOU, FLORIDA, CHANGING THE NAME OF "LEYENDA PARK" TO "WIN DAVIS PARK" IN HONOR OF THE LATE COUNCILMAN WINFIELD H. DAVIS.

WHEREAS, the Mayor and the Town Council of the Town of Cinco Bayou, Florida, believe it is appropriate to honor the late Councilman Winfield H. Davis for his dedication and service to the Town of Cinco Bayou, Florida from December, 1979 through October, 1989, and his continuous efforts to improve and enhance the quality of life of the citizens of Cinco Bayou.

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

SECTION 1. The public park presently known as "Leyenda Park" is renamed "Win Davis Park" in honor of the late Winfield H. Davis, former Councilman and resident of the Town of Cinco Bayou

SECTION 2. This ordinance shall become effective immediately upon its final passage and adoption.

Adopted this 9th day of March, 1995.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Manager/Clerk

ORDINANCE NO. 165

AN ORDINANCE OF THE TOWN OF CINCO BAYOU, FLORIDA AMENDING APPENDIX A, ZONING, SECTION 11, PLANNING AND ZONING BOARD, PARAGRAPH D, APPLICATION FOR A VARIANCE/SPECIAL EXCEPTION, OF THE CODE OF ORDINANCES OF THE TOWN OF CINCO BAYOU, FLORIDA INCREASING THE APPLICATION FEE TO \$ 100.00; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES INCONSISTENT WITH SAID ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA, AS FOLLOWS:

SECTION 1. Section 11, Paragraph D, Application for a Variance/Special Exception is amended to read as follows:

"D. Application for a variance/special exception: A request for a variance or special exception shall be submitted in writing to the Town Manager/Clerk and be accompanied by the documents, plans, specifications and other materials necessary to clarify and support the request and an application fee of one hundred dollars (\$ 100.00). The Town Manager/Clerk shall receive and forward the request to the Board for consideration."

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 adoption.

Adopted this 9th day of March, 1995.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Manager/Clerk

RESOLUTION NO. 95-3

**A RESOLUTION OF THE TOWN OF CINCO BAYOU, FLORIDA OPPOSING  
REDUCTION IN THE BUDGETS OF FLORIDA COMMUNITY COLLEGES.**

**WHEREAS**, the Florida Senate Ways and Means Committee has directed state agencies to submit plans to reduce their budgets by 25% next year; and

**WHEREAS**, the State considers Community Colleges to be State Agencies; and

**WHEREAS**, the State Board of Community Colleges, in response to the Senate request, has prioritized its cuts to include closing instructional centers, closing campuses with less than 1000 full time enrollment, eliminating college athletics and physical education, eliminating high cost low enrollment programs and general enrollment reductions; and

**WHEREAS**, the Town of Cinco Bayou has long been associated with Okaloosa - Walton Community College; and

**WHEREAS**, the Town of Cinco Bayou has worked with the College in the economic development of the community, the education of its citizens and the College's contributions to the community, its athletic programs and its fine and performing arts.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA:**

**SECTION I.** That the Town of Cinco Bayou vehemently opposes and reduction in the budgets of Florida community colleges and specifically Okaloosa - Walton Community College that might result in the reduction in centers, programs and services.

**Section II.** Let it be known that Okaloosa - Walton Community College is an integral part of our community and enjoys full public support for its programs and services in our community.

**Section III.** This resolution be forwarded to the local legislative delegation and all cities in Okaloosa and Walton counties.

**Section IV.** This resolution shall become effective immediately upon the approval of the Town Council and signature of the Mayor.

**ADOPTED THIS 9TH DAY OF FEBRUARY, 1995**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Manager/Clerk

**Bruns & Associates**  
**Landscape Architects**

Ft. Walton Beach, Fla.  
(904) 244-1774

February 9, 1995

Cinco Bayou Town Council  
# 10 Yacht Club Drive  
Fort Walton Beach, FL 32548

Re: Cinco Bayou Street Tree Planting Program - Phase I

ADDENDUM

Phase III: Construction Specifications

These plans will include dimensioned layout plans and applicable specifications for bidding purposes. These specifications will be issued to three (3) qualified contractors and returned to the Landscape Architect. The bids will then be reviewed at the earliest date by the Landscape Architect and the Tree Committee for contractor selection and recommendation to the Council.

Upon planting contract approval.....\$300.00

This addendum to become part of contract as approved by Cinco Bayou Council on January 12, 1995.



Hank Bruns-Landscape Architect  
FL.LA #0001474  
sdb:HHB

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**LAW ENFORCEMENT SERVICE AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 1st day of October, 1994, between the **SHERIFF OF OKALOOSA COUNTY**, Florida, hereinafter referred to as the **SHERIFF**, and the **CITY OF DESTIN**, Florida, a municipality located in **OKALOOSA COUNTY**, Florida, which will hereinafter be referred to as the **CITY**.

**WITNESSETH:**

**WHEREAS**, the **SHERIFF** has heretofore maintained a high level of professional police protection for the benefit of the citizens of the **CITY OF DESTIN**; and

**WHEREAS**, in recognition of the continued escalation of governmental costs to the **CITY** and in an effort to minimize the cost of governmental services for the benefits of the citizens of the **CITY**; and

**WHEREAS**, the **CITY** is desirous of maintaining the high level of competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

**WHEREAS**, the **SHERIFF** has agreed to render to the **CITY** a continuing high level of professional law enforcement services and the **CITY** is desirous of contracting for such services, upon the terms and conditions hereinafter set forth, which will cause the taxpayers of the **CITY** to realize a substantial savings;

**NOW, THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**ARTICLE I**

**LAW ENFORCEMENT SERVICE**

The **SHERIFF** shall provide to the **CITY**, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent law enforcement protection within and throughout the corporate limits of the **CITY** under the authority given the **SHERIFF** by the laws of the State of Florida, via seven (7) **SHERIFF'S** deputies, forty (40) hours per week per deputy, to be staggered as to days and weeks from October, 1994 through February, 1995 and the addition of three (3) **SHERIFF'S** deputies, forty (40) hours per week per deputy, to be staggered as to days and weeks from March, 1995 through September, 1995 as agreed upon by an authorized representative of the **CITY** and the **SHERIFF'S** Department, for a total of ten (10) **SHERIFF'S** deputies and one (1) full-time investigator.

## ARTICLE II

### CONSIDERATION

The CITY shall pay to the SHERIFF, in consideration of the services and responsibilities to be performed for the term hereof, for the period of October, 1994 through February, 1995, in five (5) equal payments of \$26,518.00, and for the period of March, 1995 through October, 1995, seven (7) equal payments of \$34,917.00. Included in the seven installments are expenses relating to the outfitting of the three (3) new SHERIFF deputies not to exceed EIGHT THOUSAND ONE HUNDRED AND SIX DOLLARS AND 00/100 (\$8,106.00) should we contract for the additional manpower in March, 1995, for a total sum not to exceed THREE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED AND SEVENTY ONE DOLLARS AND 00/100 (\$394,971.00) in payroll and other costs to include vehicle repair and maintenance.

Monies pledged by the contract for Vehicle Repairs shall be accountable to the City and shall not exceed SIX THOUSAND SEVEN HUNDRED AND EIGHTY THREE DOLLARS AND 00/100 (\$6,783.00). Any such monies not used by the SHERIFF for that purpose during the term of this contract shall be remitted to the CITY within thirty (30) days of the close of the CITY's fiscal year, or shall be applied to a succeeding year's contract cost upon agreement by both parties. Any monies paid by the SHERIFF exceeding the contract shall be remitted to the SHERIFF within thirty (30) days of the close of the SHERIFF'S fiscal year, or shall be applied to a succeeding year's contract cost upon agreement by both parties.

Included in the budget for FY'95 with the addition of three (3) new SHERIFF deputies will be the cost of a new patrol vehicle and associated equipment not to exceed SEVENTEEN THOUSAND NINE HUNDRED SIXTY ONE DOLLARS AND 00/100 (\$17,961.00), this being a one time capital outlay for the City.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in his current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF:

## ARTICLE III

### EMPLOYMENT RESPONSIBILITY

All persons appointed by the SHERIFF in the performance of such services, functions and responsibilities as described and contemplated herein for the CITY shall be required to assume any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY

and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the County SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the Okaloosa County SHERIFF.

#### **ARTICLE IV**

##### **RIGHT OF CONTROL**

The SHERIFF shall have and maintain the responsibility for the control of the rendition of the services, the standards of performance, the discipline of personnel and other matters incident to the performance of the services, duties and responsibilities described and contemplated herein. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority. Personnel problems, involving persons covered under this agreement, shall be resolved between an authorized representative of the CITY and the SHERIFF'S Department.

#### **ARTICLE V**

##### **AUTHORITY TO ACT**

The CITY does hereby vest in each sworn officer of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

1. Enforce the Ordinances of the CITY;
2. Make arrests incident to the enforcement of any Ordinances duly enacted by the CITY; and
3. Provide any other law enforcement function as authorized or directed by the Charter of the City of Destin.

#### **ARTICLE VI**

##### **DESIGNATION OF COLOR OF PERSONNEL UNIFORM AND PATROL CAR**

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles.

## ARTICLE VII

### LIAISON

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee, who shall meet and confer with the City Council and such other persons which may, from time to time, be invited by the City Council; provided, however, that the SHERIFF, in carrying out the terms and conditions of this contract, shall consult only with an authorized representative of the CITY.

## ARTICLE VIII

### INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects, as are other members of the SHERIFF'S office, either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage. The SHERIFF shall provide the same insurance coverage for the vehicles used in and belonging to the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Department.

## ARTICLE IX

### TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October 1994, and ending the 30th day of September 1995, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof. Nothing herein shall be construed as extending the contract beyond the tenure of the SHERIFF.

## ARTICLE X

### OPTION TO RENEW

For and in consideration of the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such negotiations shall be completed sixty (60) days prior to the end of the then-current contract year.

**ARTICLE XI**

**RIGHT OF CANCELLATION AND TERMINATION**

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

**ARTICLE XII**

**AUTHORITY TO EXECUTE**

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

**ARTICLE XIII**

**NOTICE**

All notices required hereunder shall be made by Certified Mail, Return-Receipt-Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

**SHERIFF:** Larry E. Gilbert, Sheriff  
Okaloosa County Sheriff's Department  
County Courthouse Annex  
Shalimar, FL 32579

CITY: Philip Cook, City Manager  
City of Destin  
P.O. Box 399  
Destin, FL 32541

ARTICLE XIV

NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XV

ENTIRE AGREEMENT

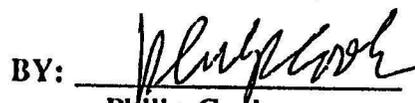
The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

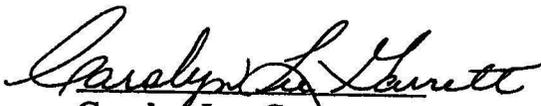
CITY OF DESTIN, FLORIDA

Date: 10-7-94

BY:   
Gary Alden  
Mayor

BY:   
Philip Cook  
City Manager

ATTEST:

  
Carolyn Lee Garrett  
City Clerk

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Joe Myrtle  
Public Safety Committee  
Witness

Tom Blackshear  
Witness

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Date: 9/29/94

Larry E. Gilbert  
Larry E. Gilbert, Sheriff  
Okaloosa County, Florida

Terasa Y. Adams

Joe O'Connell  
Witnesses as to Sheriff

.....+P  
0\*  
51,000.00+  
17,962.00-  
002  
33,038.00\*  
.....-P



RECEIVED  
1-20-95  
NAB

## Board of County Commissioners

State of Florida

January 17, 1995

Honorable Mayor Charles Laginess  
Town of Cinco Bayou  
10 Yacht Club Road  
Cinco Bayou FL 32548

Dear Mayor Laginess:

This letter is to inform you of preliminary discussions regarding "Okaloosa Pride Week", an initiative to cleanup Okaloosa County from April 17-22, 1995. Mr. Marvin DeBolt, Publisher of the Northwest Florida Daily News; Ms. Debbie Lord, Managing Editor; and Ms. Jeanne Rief, Marketing Director, met with County staff last week to discuss Okaloosa Pride Week.

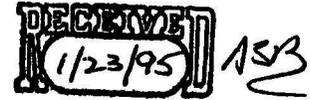
This letter is a preliminary notification to determine if Okaloosa County's Cities, Towns, and School Board would consider participating in Okaloosa Pride Week. We will have another committee meeting shortly, and your preliminary interest in this would be very helpful for us during our discussions.

I look forward to hearing back from you. If you have further questions or comments, please feel free to contact me at the office or at home (654-9163).

Sincerely,

RAY SANSOM  
CHAIRMAN

RS/pride/240.



Washington, D.C. 20530

January 13, 1995

Dear Colleague:

Happy New Year! I wanted to take this opportunity to introduce myself. My name is Joe Brann, and I have recently been appointed as the Director of the Community Oriented Policing Services, or "COPS" Office, at the Department of Justice. This office has the enormous task of implementing several major provisions of the Crime Bill, not the least of which is helping put 100,000 law enforcement officers committed to community policing in America's neighborhoods.

So far, the COPS Office has made it possible for more than 1,200 communities nationwide to hire over 9,500 new police officers, through our Phase One awards in October and the COPS AHEAD grant program for jurisdictions with populations of over 50,000 people. In the early part of this year, we will be announcing another round of grants under COPS FAST, a hiring program for smaller jurisdictions.

I am writing today to tell you about COPS MORE -- Making Officer Redeployment Effective -- another new grant program to help local law enforcement agencies make more efficient use of their current force. COPS MORE grants can be used to purchase equipment and technology; to hire civilians for administrative and clerical support; or to pay overtime -- anything that can help an agency move veteran officers out of administrative and support functions and put them out into the community to battle crime. Applications for COPS MORE are now available, and you may request an application through the Department of Justice Response Center at 1-800-421-6770.

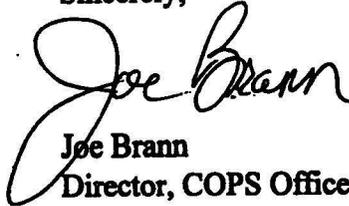
All of these COPS efforts were developed under the Crime Bill by the Clinton Administration, with the guidance of Congress and the expertise of every major law enforcement organization in the country. It is the primary goal of the COPS Office to continue helping you in your crime fighting efforts.

The Crime Bill requires that local jurisdictions must provide a 25 percent match of the total cost of any program, project or activity funded under a COPS grant. Waivers of the local match requirement will be authorized only in cases of extreme local fiscal hardship. This has caused some concern to local jurisdictions, and as a former police chief I am very appreciative of such budgetary considerations. The COPS Office has been looking at this issue and exploring alternatives that may help you meet your local match requirements. Some examples of innovative and appropriate strategies for meeting the

local match include: using proceeds from the sale of confiscated property under the Assets Forfeiture Equitable Sharing Program; Housing and Community Development Act funds, or any other federal funds authorized to be used as a local match; State government funds; as well as donations from the private sector and non-profit organizations. Indian tribes may also use funding from the Bureau of Indian Affairs or other programs for the match. Please see the accompanying Fact Sheet for further information and ideas.

I urge you to contact the COPS Office for further details and any other information about our programs and the opportunities available to your community. I look forward to hearing from you soon, and working with you in the future.

Sincerely,



Joe Brann  
Director, COPS Office



# U.S. Department of Justice Fact Sheet

## Community Oriented Policing Services

### How to Meet the COPS Local Match Requirement

#### Local Match - General

Under the Violent Crime Control and Law Enforcement Act of 1994, all COPS grants for hiring or rehiring officers, for equipment, technology, and support resources, or for other community policing programs require a local match from grantees. COPS grants will be made for up to 75 percent of the cost of the program, project or activity. Grantees will therefore be required to provide a minimum 25 percent local match. Waivers of the local match requirement will be granted only in cases of extreme local fiscal hardship, and will not be granted under COPS AHEAD and COPS FAST. This Fact Sheet provides several innovative sources for meeting the local match requirement.

#### Local Match Sources

- Asset Forfeiture Funds** - Jurisdictions may use money that they have received under the Assets Forfeiture Equitable Sharing Program, allowing jurisdictions to translate assets seized in halting criminal activity into a source to support community policing efforts.
- Housing and Community Development Funds** - Jurisdictions may use funds available to localities from the federal government under the Housing and Community Development Act of 1974.
- State Funds** - Jurisdictions may use funds provided to them by their state government, *but only if using these*

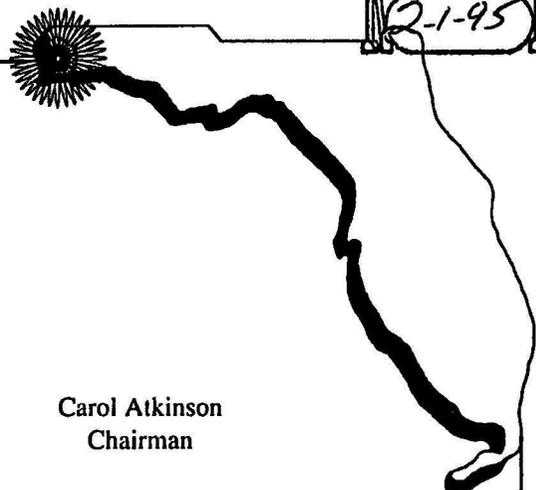
*funds to meet the match requirement for a federal grant is permissible under state law.*

For example, the state of Ohio has authorized \$9.1 million to go specifically towards helping COPS grantees meet their local matching requirement.

- Private funds** - Jurisdictions may seek help in meeting their local match from private sources, including corporate donations, non-profit organizations and foundations. Besides helping law enforcement meet their local match, using private sources of funding can also promote better communication and cooperation between the law enforcement agency and the community.
- Bureau of Indian Affairs Funds** - Indian Tribal governments may use funds that have been appropriated by Congress for the purposes of law enforcement in Indian Tribal jurisdictions. This includes any funds provided to Indian Tribal governments for purposes of law enforcement through the Bureau of Indian Affairs.
- Other Federal Funds** - Jurisdictions may use monies from other federal agencies, *but only if specifically authorized by the other federal grant program.*

All of these sources of funding are subject to the general prohibition against supplanting that applies to all COPS grants. That is, COPS grant funds must be used to supplement and not replace funds that agencies otherwise would have been devoted to law enforcement.

WEST FLORIDA  
2-1-95



# WEST FLORIDA REGIONAL PLANNING COUNCIL

POST OFFICE BOX 486 • 3435 NORTH 12TH AVENUE  
PENSACOLA, FLORIDA 32593-0486 • PHONE (904) 444-8910  
S / C 693-8910 • FAX (904) 444-8967

Daniel F. Krumel  
Executive Director

Carol Atkinson  
Chairman

Bethany L Folta  
Vice-Chairman

## MEMORANDUM

**DATE:** January 31, 1995

**TO:** Local Governments and Other Interested Organizations  
In Planning District I.

**FROM:** *Lel Czeck*  
Lel Czeck, Director, Comprehensive Planning

**SUBJECT:** WEST FLORIDA STRATEGIC REGIONAL POLICY PLAN

The West Florida Regional Planning Council is pleased to announce a workshop to discuss the development of the Emergency Preparedness element of the West Florida Strategic Regional Policy Plan (SRPP). Enclosed is a draft discussion paper concerning Emergency Preparedness within our Region.

The Strategic Regional Policy Plan will be developed according to Chapter 93-206, Laws of Florida, and Rule 27E-5, Florida Administrative Code. Your participation in the development of an Emergency Preparedness Plan for the Region is vital to a successful planning process.

Please plan to attend the workshop on **Thursday, February 23, 1995, 1:30-4:00 p.m.** at the location below:

3rd floor--Commissioners Meeting Room  
Water and Sewer Administrative Building  
1803 Lewis Turner Blvd.--Suite 300  
Fort Walton Beach, Florida 32547

If you need additional information or have any questions, please call me or Fred Hurd at (904) 444-8910.



**Patricia M. Hollarn**  
Okaloosa County Supervisor of Elections

RECEIVED  
2-3-95

1183

1804 Lewis Turner Blvd., Suite 404  
Fort Walton Beach, FL 32547-1285  
(904) 651-7272  
FAX (904) 651-7275

101 James Lee Blvd. E  
Crestview, FL 32536-3581  
(904) 689-5600  
FAX (904) 689-5644

February 2, 1995

TO: Al Borchick, Town Clerk  
Town of Cinco Bayou

FROM: Pat Hollarn  
Supervisor of Elections

RE: Qualified Candidates  
1995 Town Election

Enclosed is the list of candidates who qualified for Town of Cinco Bayou Council. As they are unopposed, all three are automatically re-elected unopposed.

I have forwarded the papers and election assessment check to the Division of Elections in Tallahassee (copies enclosed).

I will have their Certificates of Election prepared before they are due to be sworn in, along with the invoice for the (minimal) election services provided.

encl

**MUNICIPAL CANDIDATES  
ELECTION ASSESSMENT  
(one and one-half percent)**

County Okaloosa City Cinco Bayou Date Jan 30 1995

<b>A. Office</b>	<b>B. Candidate</b>	<b>D. Annual Salary \$</b> <u>600</u>
Mayor <input type="checkbox"/>	<u>Reca Rene Chamberlain</u>	<b>1.5% Election</b>
City Clerk <input type="checkbox"/>	(Name) <u>280 Kidd Street</u>	<b>Assessment \$</b> <u>9</u>
City Commissioner <input checked="" type="checkbox"/>	(Address) <u>Fort Walton Bch 32548</u>	<b>Undue Burden Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/>
Other _____	(City) _____ (Zip) _____	
<b>Unopposed</b>	<b>C. Party</b> Dem <input type="checkbox"/> Rep <input type="checkbox"/> Ind <input type="checkbox"/>	
	Minor <input type="checkbox"/> Nonpartisan <input checked="" type="checkbox"/> Write-in <input type="checkbox"/>	

<b>A. Office</b>	<b>B. Candidate</b>	<b>D. Annual Salary \$</b> <u>600</u>
Mayor <input type="checkbox"/>	<u>Claude James Kendrick III</u>	<b>1.5% Election</b>
City Clerk <input type="checkbox"/>	(Name) <u>61 Yacht Club Dr #2</u>	<b>Assessment \$</b> <u>9</u>
City Commissioner <input checked="" type="checkbox"/>	(Address) <u>Fort Walton Bch 32548</u>	<b>Undue Burden Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/>
Other _____	(City) _____ (Zip) _____	
<b>Unopposed</b>	<b>C. Party</b> Dem <input type="checkbox"/> Rep <input type="checkbox"/> Ind <input type="checkbox"/>	
	Minor <input type="checkbox"/> Nonpartisan <input checked="" type="checkbox"/> Write-in <input type="checkbox"/>	

<b>A. Office</b>	<b>B. Candidate</b>	<b>D. Annual Salary \$</b> <u>600</u>
Mayor <input type="checkbox"/>	<u>Joseph P. Skelly</u>	<b>1.5% Election</b>
City Clerk <input type="checkbox"/>	(Name) <u>96 Yacht Club Dr #9</u>	<b>Assessment \$</b> <u>9</u>
City Commissioner <input checked="" type="checkbox"/>	(Address) <u>Fort Walton Bch 32548</u>	<b>Undue Burden Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/>
Other _____	(City) _____ (Zip) _____	
<b>Unopposed</b>	<b>C. Party</b> Dem <input type="checkbox"/> Rep <input type="checkbox"/> Ind <input type="checkbox"/>	
	Minor <input type="checkbox"/> Nonpartisan <input checked="" type="checkbox"/> Write-in <input type="checkbox"/>	

<b>A. Office</b>	<b>B. Candidate</b>	<b>D. Annual Salary \$</b> _____
Mayor <input type="checkbox"/>	_____	<b>1.5% Election</b>
City Clerk <input type="checkbox"/>	(Name) _____	<b>Assessment \$</b> _____
City Commissioner <input type="checkbox"/>	(Address) _____	<b>Undue Burden Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
Other _____	(City) _____ (Zip) _____	
	<b>C. Party</b> Dem <input type="checkbox"/> Rep <input type="checkbox"/> Ind <input type="checkbox"/>	
	Minor <input type="checkbox"/> Nonpartisan <input type="checkbox"/> Write-in <input type="checkbox"/>	

**Submitted by:**

Name PATRICIA M. HOLLARN  
 Supervisor of Elections  
 1804 Lewis Turner Blvd, Suite 404

Address Fort Walton Beach, FL 32547-1285

City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_



**Patricia M. Hollarn**  
Okaloosa County Supervisor of Elections

1804 Lewis Turner Blvd., Suite 404  
Fort Walton Beach, FL 32547-1285  
(904) 651-7272  
FAX (904) 651-7275

101 James Lee Blvd. E  
Crestview, FL 32536-3581  
(904) 689-5600  
FAX (904) 689-5644

February 2, 1995

TO: David A. Rancourt, Director, Division of Elections  
FROM: *Patricia M. Hollarn* Patricia M. Hollarn, Supervisor of Elections  
RE: Qualified Municipal Candidates

Five municipalities in Okaloosa County are scheduled to have their elections on Tuesday, March 14, 1995. Qualifying of candidates was conducted by our office January 23-27, 1995, and a complete listing of all qualified candidates is enclosed.

Municipalities involved are Town of Cinco Bayou, City of Crestview, City of Fort Walton Beach, City of Laurel Hill, and Town of Shalimar.

Also enclosed are checks for their election assessments, as noted on their lists and the accompanying chart.

One exception is to be noted: Candidate Gary Clary for Laurel Hill City Council officially withdrew on Monday, January 30, so his name will not appear on the ballot.

encl: 5 candidate rosters  
election assessment/fee chart  
4 checks

<b>PAT HOLLARN</b>		143
<b>SUPERVISOR OF ELECTIONS</b>		
Qualifying Fee Acct		63-613 632
	Feb. 2 95	19
PAY TO THE ORDER OF <u>Division of Elections</u>		\$ 27.00
***TWENTY-SEVEN AND NO/100***		
		DOLLARS
<b>FIRST NATIONAL BANK</b>		
OF CRESTVIEW, FL MEMBER F.D.I.C. 22536-1117		
FOR <u>Cinco Bayou Elect. Assess.</u>		<i>Patricia M. Hollarn</i>
⑆063206139⑆ 104 777 8⑈ 0143		