

Town of Cinco Bayou, FL
Regular Council Meeting Minutes
March 13, 1997

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

2. Present: Bryan Beard
Jim Kendrick
Carolynn Leach
Mayor Drabczuk

Absent: Rene Chamberlain
Joseph Skelly

Also present: Manager Elvin C. Bell, Legal Counsel Jeff McInnis, and Engineer Richard Griswold.

3. Adopt the Canvassing Board's Certification of Elections held on March 11, 1997. On a motion by Councilwoman Leach, seconded by Councilman Kendrick, the Certification was adopted by a unanimous vote.

4. Adopt Resolution 97-02: Declaring those individuals elected to the Town Council. On a motion by Councilwoman Leach, seconded by Councilman Beard, the Resolution was adopted by a unanimous vote.

5. Swearing-In Ceremony for Councilmembers. Manager/Clerk Bell administered the oath of office to Mr. Jim Kendrick and Mr. V. E. "Dutch" Payne.

6. Council selection of Mayor Pro-Tempore. A motion by Councilwoman Leach to appoint Councilman Jim Kendrick to another term as Pro Tem, seconded by Councilman Payne, carried by a unanimous vote.

7. Council approval of agenda. The Mayor announced that items 9A and 9B are pulled from the agenda and item 13D, Town Hall exterior lighting costs, will be added to the agenda. A motion by Councilman Kendrick to approve the agenda as changed, seconded by Councilman Beard, passed by a unanimous vote.

8. Consent Calendar: (A) Minutes of February 13, 1997, Council Meeting; (B) Monthly Finance Accounting for January 1997; and (C) Resolution Regarding Beach Management. On a motion by Councilman Kendrick, seconded by Councilwoman Leach, the Consent Calendar was approved by a unanimous vote.

9. Action Items:

A. Development proposal. Deleted.

B. Tree Board/Sunshine Law Status. Deleted.

C. No parking signage and striping of Hughes Street each of Eglin. The Manager explained the need to prevent parking along the north side of Hughes so handicapped persons in wheelchairs could have access to governmental officers and businesses at Hughes and Eglin. The Manager estimated the cost of striping and signage at \$1,100.00. After discussion, the Council, on a motion by Councilman Kendrick, seconded by Councilwoman Leach, approved the Manager's recommendation by a unanimous vote.

D. PAWS Contract. After an explanation from the Manager on the background of the issue, followed by a recommendation to approve the contract, the Council, on a motion to approve by Councilman Kendrick, seconded by Councilman Payne, voted unanimously to accept the Manager's recommendation.

10. Public Hearing

First reading and introduction of Ordinance No. 173: Offenses Against Property.

The Mayor opened the Public Hearing and called on Counsel McInnis to read and explain the Ordinance. Following Counsel's report, the Mayor invited questions and discussion from the audience. Hearing none, the Mayor closed the Public Hearing. A motion by Councilman Kendrick to accept the first reading of the Ordinance, and its introduction, was seconded by Councilwoman Leach. The motion passed by a unanimous vote.

11. Engineer's Report

Mr. Griswold reviewed the engineering work he had undertaken and/or completed to date, and explained the preliminary work now in process to replace the culvert on Yacht Club Drive. During Council discussion, the Council expanded its earlier direction by asking the Engineer to perform a hydraulic analysis and to include in his evaluation and cost analysis the pipe line from the culvert to the flume. Mr. Phil Babiak, a Town resident, also spoke on the issue. He asked the Council to consider taking out the present drainage system and replacing it with a system that

flows in a straight line directly from Glenwood Park into the flume. There was no Council action on Mr. Babiak's request.

12. Attorney's Report

No report.

13. Manager's Report

A. Consider/adopt 1997 Personnel Manual and Administrative Procedures. The Manager explained the background of the report, and his successful negotiations with the Florida League of Cities to reduce the Town's insurance premiums by five (5) percent when the Manual was adopted by the Council. The Manager recommended the adoption of the Manual. Following discussion, and minor modifications to the Manual, a motion to approve was offered by Councilman Kendrick, seconded by Councilman Beard. The motion was approved by a unanimous vote. Councilman Kendrick and the Mayor complimented the Manager for his initiative in preparing the 33 page document.

B. Citizen's request for duck crossing signage on Yacht Club Drive at Laguna Park. The Manager explained the background on the citizen's request and recommended against the signage. The Council agreed with the Manager's recommendation.

C. Citizen's request for a speed bump on Kelly at Luverne. The Manager explained the background on the request and recommended against the speed bump. The Council agreed with the Manager's recommendation.

D. Town Hall exterior lighting. The Manager explained the Town Hall exterior lighting burned out and he had to replace the lights, and ballasts, at a low-bid cost of \$2,014.00. A motion to approve the cost was offered by Councilwoman Leach and seconded by Councilman Kendrick. It carried by a unanimous vote.

The Manager announced that he has arranged the dates of April 18-22 for the Town's Civic Pride Community Clean-Up program.

14. Public Comments

Mr. Bill Sullivan, a Cinco Bayou businessman, spoke to the Council about his opposition to the Council's decision to ban parking by striping both sides of Lucile Street.

15. Councilmembers Comments/Reports

Councilman Payne expressed his appreciation to residents for his election to the Council.

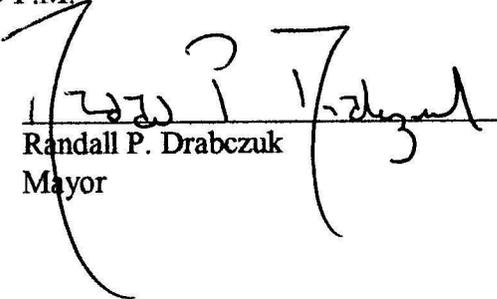
Councilwoman Leach requested the Council hold a Workshop within the next two months to address short-term and long-term future planning. She offered a motion for such a Workshop. The motion was seconded by Councilman Beard and it passed by a unanimous vote.

16. Correspondence

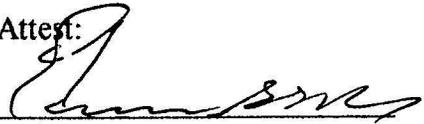
The Manager explained that all correspondence had been distributed.

17. Mayor's Announcements. The Mayor reminded everyone of next Tuesday's Town Hall Potluck Dinner.

18. Adjourn. The Mayor asked if there was any further business to come before the Council, and hearing none, adjourned the meeting at 7:05 P.M.


Randall P. Drabczuk
Mayor

Attest:


Elvin C. Bell
Town Manager/Clerk

Council Meeting
March 13, 1997

1 BILL SULLIVAN

2 Keith Bahley

3 Irene Bahley

4 Joan Archer Bradford Centaris Can

5 SALLY + AL BOKCHIK

6

7

8

9

10

CONTRACT FOR SERVICES

1997 - September 30, 1999

THIS CONTRACT, made and entered into this 7 day of March, 1997, between the PANHANDLE ANIMAL WELFARE SOCIETY, INC., (hereinafter referred to as "PAWS"), and the TOWN OF CINCO BAYOU, FLORIDA (hereinafter referred to as the "Town").

WITNESS:

WHEREAS, the parties do agree that the purpose of this contract is to establish PAWS as the administrative and enforcement agency for applicable Florida statutes, Town of Cinco Bayou and/or Okaloosa County, Florida animal control ordinances.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. The TOWN will pay for FY 1997 the annual sum of \$729.00 to be disbursed in quarterly payments of \$182.25, in consideration of the services provided herein. Such annual amount is based on a per-capita division of costs among local governments which contract for PAWS service. Payments shall be made upon receipt of a quarterly statement submitted by PAWS to the TOWN.

2. Fines and fees collected by PAWS pursuant to this contract shall be retained by PAWS to assist in offsetting the costs of animal control. In the event that fines, impound fees and animal license fees collected by PAWS during the term of this Contract exceed the total budget established by PAWS in any fiscal year for animal control, PAWS shall pay to the TOWN a portion of the excess collections based upon a per capita division among those local governments that contract for PAWS services during each fiscal year.

3. PAWS shall not be responsible for the removal of dead animals on public property or public rights of way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.

4. PAWS will enforce and provide licensing procedures for animals required to be licensed in accordance with TOWN or County animal control ordinances and will provide the administrative support necessary for the issuing and reissuing of licenses.

5. PAWS will enforce all applicable TOWN or Okaloosa County ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:

5.1 Provide appropriately equipped, certified Animal Control Officers during the normal business hours of 8:00 A.M. to 5:00 P.M. Monday through Saturday to enforce the ordinances of the TOWN, Okaloosa County and Florida statutes. Operation will be via demand/response system which prioritizes incoming animal control demands for service from citizens, and dispatches calls to Animal Control Officers in the field. Officers will respond to citizen requests for assistance, and, when not actively engaged in answering dispatched service calls, will perform routine patrolling of the service areas.

5.2 Issue citations against and/or impound animals determined to be in violation of applicable TOWN, County ordinances or Florida statutes; manage the investigation and prosecution of cruelty, abuse, neglect and

abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statute.

Original document is skewed

5.3 Provide adequate food, shelter and emergency care as necessary for all impounded animals and for stray animals apprehended in the field or surrendered at the PAWS shelter until placed via adoption or otherwise humanely euthanized according to law.

5.4 Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption of impounded and stray animals.

5.5 House each impounded and stray animal for the period of time specified by applicable TOWN or County ordinance or Florida statutes and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.

5.6 An Animal Control Officer will remain on-call after hours to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals.

6. PAWS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines, impound fees and animal licensing income collected. These records shall be open for inspection during normal business hours to persons designated by the TOWN to review them. In addition, PAWS shall provide to the TOWN a quarterly animal control activity summary.

7. PAWS will initiate and maintain a program of public education concerning animal licensing requirements; animal related laws; and promoting responsible pet ownership.

8. PAWS will assist any TOWN-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance will be communicated by the TOWN to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.

9. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service and disposal of remains, for a reasonable fee determined by PAWS.

10. This contract is for the performance period 1997 through September 30, 1999, and shall remain in force for a period of three (3) years, contingent upon the annual appropriation by the TOWN of legally available funds as provided in this section. TOWN'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the TOWN of legally available funds for the purposes set forth in this contract.

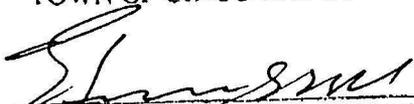
11. TOWN shall have the right to immediately terminate this contract upon the occurrence of Okaloosa County agreeing and obligating itself to undertake funding through taxes, assessments, or any other means for the animal control services provided by PAWS as set forth in this contract within the jurisdictional limits of the TOWN.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this 7 day of March, 1997.

Witness:

Original document is skewed

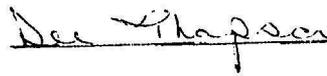
TOWN OF CINCO BAYOU

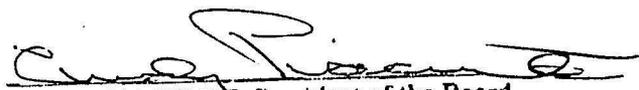


RANDALL DRABCZUK, MAYOR
ELVIN C. BELL, MANAGER

PANHANDLE ANIMAL WELFARE SOCIETY

Witness:





CINDY PIACENTI, President of the Board

RESOLUTION 97-02

A RESOLUTION OF THE TOWN OF CINCO BAYOU, OKALOOSA COUNTY, FLORIDA, DECLARING THE CANDIDATES FOR THE OFFICE OF TOWN COUNCILMEMBER TO BE DULY ELECTED

WHEREAS, the Town of Cinco Bayou conducted its municipal election on Tuesday, March 11, 1997, and

WHEREAS, this election was to fill the positions of three (3) councilmembers for the Town of Cinco Bayou, and

WHEREAS, the Canvassing Board's Certification of Elections has duly listed Jim Kendrick, V. E. "Dutch" Payne and Joe P. Skelly as those elected,

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

Jim Kendrick, V. E. "Dutch" Payne and Joe P. Skelly are hereby declared to be duly elected for a period of two (2) years beginning March 13, 1997.

Adopted this 13th day of March, 1997.

Approved:

Mayor

Attest:

Town Manager/Clerk

RESOLUTION 1997-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU AMENDING THE TOWN'S PERSONNEL POLICY TO REFLECT NEW PROCEDURES CONSISTENT WITH STATE AND FEDERAL LAWS

WHEREAS, the Town adopted some personnel policies in 1985 to establish benefits and responsibilities for employees of the Town of Cinco Bayou; and

WHEREAS, it becomes necessary to modify the policies to keep them consistent with state and federal statutes and new personnel procedures and policies; and

WHEREAS, Resolution 1997-03 hereby adopts the new Personnel Policy and Administration Manual which supercedes the previous policies through passage of this Resolution;

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

To adopt the 1997 Town of Cinco Bayou Personnel Policy and Administrative Manual, thereby replacing the 1985 Personnel Policy.

Passed and adopted by the Town Council of the Town of Cinco Bayou, Okaloosa County, Florida on the _____ day of _____, 1997.

Randall P. Drabczuk,
Mayor, Town of Cinco Bayou

Attest:

Elvin C. Bell,
Town Manager/Clerk

A RESOLUTION BY THE TOWN OF CINCO BAYOU URGING THE 1997 FLORIDA LEGISLATURE TO CREATE A DEDICATED FUNDING SOURCE FOR STATEWIDE BEACH MANAGEMENT AND SUPPORTING HB103 AND SB456.

WHEREAS, beaches are Florida's number one tourist attraction, generating more than \$16 billion annually to the state's economy, and

WHEREAS, wide sandy beaches are the first line of protection against hurricanes and can reduce damage to coastal properties by more than 50%, and

WHEREAS, the Department of Environmental Protection estimates that at least 276 miles of Florida's sandy beaches are experiencing critical erosion, a situation which is hurting both tourism and storm protection along both coasts, and

WHEREAS, when the state's beach management program was enacted in 1986 the Legislature declared an intent to "appropriate at least \$35 million annually" to implement this program, an amount reinforced by DEP's FY 1997-98 legislative budget request, and

WHEREAS, average appropriations over the last five years have been less than \$9 million, resulting in long delays in urgently needed beach preservation projects, and

WHEREAS, HB103 and SB456 in the 1997 Legislature will create a dedicated funding source for statewide beach management of approximately \$30 million annually from cruise ship passengers embarking and debarking in Florida,

NOW THEREFORE BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU DECLARES:

1. This Town Council strongly urges the Florida Legislature to enact HB103/SB456 or any other legislative effort to provide long-term dedicated funding for Florida's beaches.

2. A copy of this resolution shall be provided to all members of our local delegation in the Florida Legislature and to the Florida Shore & Beach Preservation Association.

Mayor

Manager/Clerk

SMITH AND GILLESPIE ENGINEERS, INC.

1234 Airport Road, Suite 125
Destin Florida 32541
Phone: (904) 837-2843
FAX: (904) 837-5936

P.O. Box 235
Destin, Florida 32540

March 4, 1997

Mr. Chuck Bell
Town of Cinco Bayou
10 Yacht Club Dr.
Fort Walton Beach, FL 32548

Re: Yacht Club Drive Culvert Replacement
S&G Job No. 9605-002-01

Dear Mr. Bell:

We have completed an investigation into the causes of the problems with the culvert under Yacht Club Drive.

Study Effort:

We performed a visual inspection of the pipe from the south end of the culvert. Entrance to the culvert is blocked by an 8" ductile iron pipe sewer line so we could not crawl through the pipe. With the help of Ed Connors, the junction box at the north end of the culvert was uncovered but no equipment was available to remove the top of the junction box; therefore, the pipe could not be inspected from the north end. Drawings of the culvert were obtained from Okaloosa County but the existing drainage works do not match the drawings. As-built horizontal and vertical measurements were made with the help of Mr. Connors.

Observations:

- 1) The culvert under the street is reinforced concrete pipe constructed with 4 ft. lengths of pipe. The pipe joints appear to be mortar joints.
- 2) The crown of the pipe is relatively straight; however, it appears that joints are leaking.
- 3) The water surface elevation at the south end of the R.C.P. is 0.4 higher than at the discharge end of the C.M.P. No water was flowing thru the R.C.P. at the time of observation and a very low flow was passing thru the C.M.P..

Conclusions:

a) The leaking joints and the number of joints is probably allowing fines to wash into the pipe from the adjoining backfill. As these fines leak into the culvert, voids are created in the backfill which subsequently collapse or settle. This is probably the major cause of the distress evident now.

b) Based on the difference in water surface elevations, the pipe is probably blocked at some point. The low flow thru the C.M.P. is indicative of a leak somewhere along the pipe network.

Recommendations:

Two alternates are available for repair of the problems. One is to seal each individual joint and the other is to replace the entire R.C.P. culvert. Since the entire pipe must be exposed to construct either alternative, it is recommended that the entire culvert under Yacht Club Drive be replaced with a new 36" diameter reinforced concrete pipe. The cost of construction of the replacement is approximately \$13,000. A copy of the cost breakdown is attached.

The schedule for construction is as follows:

March 17, 1997	Advertise for bids
March 31, 1997	Pre-bid Conference
April 7, 1997	Receive bids
April 10, 1997	Recommendation for award and authorization to sign contract.
April 21, 1997	Execute contract
April 24, 1997	Pre-construction conference and notice to proceed.
May 26, 1997	Complete construction and project close-out

The construction of this project will require that Yacht Club Drive be barricaded at the work site. The street should be blocked for no longer than 10 days. It is possible that thru traffic could resume within a week of the start of construction on site.

Please contact me if you have questions or desire additional information.

Sincerely,

SMITH & GILLESPIE ENGINEERS, INC.



Richard F. Griswold, P.E.
Project Manager

7'x7' BOX WITH
 SOLID STEEL TOP
~~CONC. HEADWALL~~
 (-10" X 10" INSIDE)
~~TOP EL. 40.17~~
~~THROAT EL. 41.60~~
 WEST, EAST & NORTH

FILL EXISTING
 DITCH
 INSTALL 84 FT. 36" CMP

Water Surface = 42.85
 F.L. EL. 40.00

F.L. EL. 40.40

RIP RAP
 DITCH BOTTOM

CONST. CONC.
 RETAINING WALL

SHELL DR.

DITCH

ASPH. SPILLWAY

6" WATER

540.38

YACHT CLUB DR.

EXIST 36" CONC. PIPE
 R.C.P.

SIDE WALK

2" GAS LINE

Flow Line El. = 41.75
 Water Surface = 43.25

THROAT

SEWER MANHOLE

DITCH

CONC. HEADWALL

CONC.
 SPILLWAY

8" Ductile Iron Pipe

 DENOTES WIDENING
 DENOTES OVERLAY



E
 S

**YACHT CLUB DRIVE CULVERT REPLACEMENT
COST ESTIMATE**

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
36" RCP Culvert	56	l.f.	\$75.00	\$4,200
Demolition	1	l.s.	\$1,000.00	\$1,000
Concrete Collars	2	ea.	\$1,500.00	\$3,000
Backfill	200	c.y.	\$8.00	\$1,600
Pavement Repair	60	s.y.	\$22.00	\$1,320
Curb and gutter	22	l.f.	\$8.00	\$176
Curb	22	l.f.	\$6.00	\$132
Sidewalk replacement	80	s.f.	\$6.00	\$480
Seeding, sodding, etc.	210	s.f.	\$2.00	\$420
Subtotal				\$12,328
add 15% contingency				\$1,849
Total Estimated Cost				\$14,177