

TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING
APRIL 6, 1993

Mayor Laginess called the Town Council Meeting to order at 6:01 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Laginess
Councilwoman Balsley
Councilman Broxson
Councilman Kendrick
Councilman Skelly

Absent: Councilman Gage

Also Present: Attorney McInnis Manager Borchik A. Tyner
Secretary Kelley Engineer King R. Tate
W. Sullivan J. Schnitzius S. Robblee
G. Willard J. Bratton C. Lillie
Celeste Long-Lillie C. Black J. Wright

SPECIAL BUSINESS

1. Bid Opening

a. Attorney McInnis opened and read the bids for the Town Hall sound system as follows:

1. Superior Security Systems - \$1,515.74
2. Mancini Music - \$2,742.17
3. All Pro Sound
 - Basic system - \$3,335.31
 - Option 1 - \$4,343.31
 - Option 2 - \$6,436.41
 - Option 3 - \$6,657.21

Town Manager Borchik informed the Council that the bid from Superior Security Systems had expired and he will contact them to see if their bid is still valid. Councilman Skelly made a motion to close the bids for the Town Hall sound system, seconded by Councilman Broxson. The motion carried unanimously. Councilman Skelly suggested that the Council examine the differences between the systems offered. Attorney McInnis advised the Council that if the bid from Superior Security Systems is not valid the project may have to be rebid. No action was taken at this time.

b. Attorney McInnis opened and read the bids for the Town Hall painting, railing painting, and deck cleaning and sealing as

follows:

1. Classic Touches - Town Hall painting, railing painting, and deck cleaning and sealing - \$5,700.00
2. J & J Services - Town Hall painting - \$1,552.40
3. CJ's Sandblasting & Painting - Town Hall painting, railing painting, and deck cleaning and sealing - \$1,260.00
4. Quality Painting - Town Hall painting - \$2,300.00
5. J & J Services - Deck cleaning and sealing - \$731.40
6. J & J Services - Railing painting - \$417.80
7. Quality Painting - Railing painting - \$520.00

Manager Borchik advised that specifications provided to each bidder did not specify the type of paint for building or railing, however, deck specifications did specify Thompson's sealer. Councilman Skelly made a motion to close bidding for the Town Hall painting, seconded by Councilman Kendrick. Councilwoman Balsley asked that the motion be restated. Councilman Skelly withdrew his initial motion and Councilman Skelly then made a motion to close bidding for the Town Hall painting, the railing painting, and deck cleaning and sealing, seconded by Councilman Kendrick. The motion carried unanimously. Mayor Laginess advised that no action will be taken until further information is obtained concerning the type of paint to be used for the building and railing.

REGULAR BUSINESS

1. Minutes - March 2, 1993 - Councilman Skelly made a motion to approve the minutes of March 2, 1993, seconded by Councilman Kendrick. The motion carried unanimously.
2. Financial Report - March 1993 - Councilman Skelly made a motion to approve the Financial Report for March 1993, seconded by Councilwoman Balsley. The motion carried unanimously.
3. Proposed Ordinance - EWS Franchise - Manager Borchik explained to the Council that this proposed franchise agreement is the same as the previous franchise with the exception of the commercial rates. The second sentence of the paragraph on the last page deals with contract renewal and is restated in the next sentence. The second sentence will be deleted. Councilman Skelly motioned to approve the advertising of Ordinance No. 153, seconded by Councilman Broxson. The motion carried unanimously.
4. Parking - Cinco Baptist Church - Mayor Laginess informed the Council that he and Manager Borchik had met with Pastor Evers and Mr. Gene Early, the church Grounds Maintenance Chairman, in response to a complaint received concerning parking on the Kidd Street right-of-way and the stormwater run-off from the parking area. Pastor Evers was given a copy of the complaint. In response

to the complaint, Pastor Evers stated that the church would be willing to meet any requirements of the Council if they were allowed to continue to park on the Kidd Street right-of-way.

Councilman Skelly asked Attorney McInnis if the Town would be setting a precedent by allowing the church to park on the right-of-way. Attorney McInnis stated that the more times approval is granted for parking on the right-of-way the more difficulty the Town would have denying a request to park on the right-of-way.

Councilman Skelly asked the Engineer if the complaint concerning stormwater run-off from the church would be addressed by backing the curb. Engineer King stated that it would not.

Attorney McInnis stated that he was concerned about the Town's liability if parking on the right-of-way is permitted.

Councilman Kendrick asked if the church is requesting permission for permanent use of the right-of-way for parking. Mayor Laginess stated that the church would like to resolve the parking problem. If use of the right-of-way for permanent parking is granted they would be willing to comply with any requirements from the Town.

Following a discussion, Councilman Skelly made a motion to uphold the ban on permanent parking on the right-of-way, and that the Town Manager be directed to advise the church to remove any parking accessories within 30 days, seconded by Councilman Kendrick. The motion carried unanimously. Councilman Skelly made a motion to direct the Town Manager and one Councilmember to investigate a plan to landscape the right-of-way. Councilman Skelly volunteered for this project. The motion was seconded by Councilwoman Balsley. The motion carried unanimously.

5. Spring Clean-Up - April 10 & April 17, 1993 - Manager Borchik informed the Council that the Spring Clean-up has been scheduled for Saturday, April 10 and Saturday, April 17, 1993. Environmental Waste Systems will pick up yard trash and garbage from the curbside after 10:00 AM on those days. No white goods or tires will be picked up.

6. Code Enforcement Board Nominations - There were no nominations at this time.

At this time, Mayor Laginess asked the Council to consider approving the membership dues of \$50.00 for the Okaloosa League of Cities for 1993. Councilman Skelly made a motion to approve the \$50.00 fee to continue membership in the Okaloosa League of Cities, seconded by Councilman Broxson. The motion carried unanimously.

COUNCILMEMBERS REPORTS/COMMENTS

Councilman Skelly

a. Asked about the activity in the old Wickes Lumber parking lot. Manager Borchik informed him that the Boys Club and Girls Club were sponsoring the plant sale and all the necessary permits have been obtained.

b. Informed the Council that Manager Borchik is having difficulty locating trees to satisfy the requirements of the tree grant. Class 1 trees, three to four years old, 3 inches in diameter and 10 feet tall are required.

c. Reported that someone is shooting cats in Town.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME - Mrs. Celeste Long-Lillie, property owner of 176 Eglin Parkway, Cinco Bayou, presented a request for parking lot paving. Following a short discussion, Mrs. Long-Lillie was informed that she would need to apply for a variance to the Land Development Code. As soon as the variance request is received, a Planning and Zoning meeting would be scheduled to hear and act upon her request.

COMMITTEE REPORTS

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

CORRESPONDENCE - None.

TOWN MANAGER'S REPORT

1. In response to last month's direction to establish a committee to work with the problem of trash and debris in and around several town businesses, I recommend that the committee be composed of the following individuals: Councilman Skelly, Mr. Tom Leach, Mr. Scott Larson, a representative from K-Mart, a representative from Bolton Crane Service, and a representative from Florida Pest Control.

2. Present conflicts between the Town's Comprehensive Plan, the Land Development Code and the Code of Ordinances require resolution. Municipal Code Corporation can provide a legal review of these documents to identify conflicts and propose solutions. The cost of the legal review is approximately 1,500.00. Councilman Skelly made a motion to direct the Town Manager to initiate a legal review of the Comprehensive Plan, the Land Development Code, and the Code of Ordinances, not to exceed \$2,000.00, seconded by Councilman Broxson. The motion carried unanimously.

3. We have begun to put up the posts to mark the tree planting areas on Irwin Avenue, Luverne Street and Garnett Avenue. This area will be planted first.

MAYOR'S ANNOUNCEMENTS - Mayor Laginess reminded everyone of the Town picnic on Tuesday, April 20, 1993 at 6:30 PM.

There being no further business, the meeting was adjourned at 7:10 PM.


Mayor

ATTEST:


Town Manager/Clerk

NOTE: A mechanical recording has been made of the foregoing proceedings, of which these minutes are a part, and is on file in the office of the Town Manager/Clerk.

ORDINANCE NO. 153

ORDINANCE OF TOWN OF CINCO BAYOU, FLORIDA, GRANTING AN EXCLUSIVE FRANCHISE TO ENVIRONMENTAL WASTE SYSTEMS, TO OPERATE AND MAINTAIN SANITARY SERVICE FOR COLLECTION AND DISPOSAL OF GARBAGE WITHIN THE MUNICIPAL LIMITS; PROVIDING FOR A TERM OF THREE YEARS; PROVIDING FOR AUTOMATIC RENEWAL; PROVIDING FOR RATE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL SERVICES, AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the Town Council has studied and considered the proposal of Environmental Waste Systems to extend that franchise granted under Ordinance 138 and to provide garbage collection and disposal services within the Town; and

WHEREAS, the Town Council has found the past performance of Environmental Waste Systems to meet or exceed all of the requirements of the previous agreement as set forth in Ordinance 138; and

WHEREAS, the Town Council has determined that it is in the best interest of the public to grant an exclusive franchise to its garbage contractor in order to provide garbage and trash service at reasonable rates to the residents and businesses of the Town of Cinco Bayou, Florida, and to produce the volume of customers to the contractor and to enable the contractor to economically and adequately perform services at the rate specified with a reasonable profit to the contractor;

NOW, THEREFORE, upon motion duly made, seconded and carried, the following ordinance was adopted by the Town Council of the Town of Cinco Bayou, Florida.

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

Section 1. That the Town Council of the Town of Cinco Bayou, Florida, hereinafter called "Town", does hereby grant to Environmental Waste Systems, hereinafter called "Contractor", the right, privilege, easement and exclusive franchise to operate the sanitary garbage service for the collection and disposal of residential, commercial and industrial (roll-off) garbage, trash and yard waste within the corporate limits of the Town.

Section 2. Contractor shall collect and haul for hire all garbage, trash and yard waste as hereinafter defined, including residential, commercial, and industrial, from any person, partnership, association, or corporation within the corporate limits of the Town after receipt of a request for such service.

Section 3. Definitions:

a. Garbage: All solid and semi-solid kitchen refuse, subject to decay or putrefaction, and all waste of animal or vegetable matter which was intended to be used a food and by-products of the preparation and packaging of such foods, and other waste materials generally, including articles ordinarily and customarily hauled away and dumped.

b. Trash: Nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cardboard, crockery and other such items not normally generated in the daily upkeep and maintenance of the inside of a dwelling or business.

c. Yard Waste: Grass trimmings, cuttings, leaves, branches and other similar materials.

d. Industrial Pick-Up: The disposal of solid waste or trash accomplished through the use of "Roll-off" containers requested by a customer or required for certain projects by the Contractor.

Section 4. Contractor will make twice weekly collection of garbage and trash throughout the corporate limits of the Town on a scheduled basis, i.e. Tuesday and Friday. Contractor shall pick up containers containing household waste at the back, side or front of each residence, with the provision that such garbage container shall not be located under or in a carport or garage or behind a fence or such enclosure, unless prior written agreement is made between the Contractor and the customer. Yard Waste shall be weekly on Wednesday. Yard waste items, grass clippings, leaves, tree trimmings, branches and limbs, must be placed curbside for pick-up. Tree trimmings, branches and limbs shall be cut in 3 to 4 foot lengths and tied in manageable bundles. Yard waste will be picked up from tag and bag customers only, hence a can with a tag or a EWS bag must be placed with the yard waste items.

Section 5. Residential garbage and trash collection under this franchise shall be accomplished by using a "tag and bag" system. This system provides that upon payment for service, the customer will be provided four (4) color-coded tags to affix to four (4) garbage and trash containers they intend to use. When cans are used as receptacles for garbage or trash they must be either a standard 30 gallon, galvanized, plastic or aluminum can with lids and must be in reasonable good condition. Those cans

termed "G.I. cans" are specifically excluded. Contractor shall not be responsible for pick-up of any can that does not meet the foregoing specifications. Contractor shall remove three (3) or four (4) containers, with color-coded tags affixed, of garbage and trash per pick-up day. Only those containers with tags will be picked up by the Contractor. Tags will be changed in color for different quarters of the year.

Should a customer require more service than eight (8) containers per week, this can be accomplished by purchasing bags provided by Environmental Waste Systems. These bags will also be color-coded with Environmental Waste Systems printed on the bags, The cost of the bag will include the cost of disposal of the garbage and/or trash. These bags may be purchased at the Cinco Bayou Town Hall or at the offices of Environmental Waste Systems. It is understood that any garbage and trash over the four (4) tagged containers, two (2) times per week limit must be in bags provided by the Contractor.

Should it occur that a customer does not generate four (4) containers of garbage and trash, per pick-up, there shall be an allowance to drop the number of tags to three (3) per quarter. The minimum number of tags that can be purchased will be three (3). The rate schedule for these services is provided in Section 6 herein.

Section 6. The rate structure for all services rendered under this franchise shall be as follows:

RESIDENTIAL

3-Tag Service	\$4.77 per month plus county imposed land-fill charges
4-Tag Service	\$6.35 per month plus county imposed land-fill charges
Individual Bag Service	\$1.00 per bag

COMMERCIAL

Pick-ups per Week	Container Size			
	2 yd.	4 yd.	6 yd.	8 yd.
1	\$ 68.11	\$ 117.20	\$ 157.08	\$ 196.18
2	130.04	208.19	294.94	372.54
3	186.02	312.29	442.40	558.82
4	242.01	416.37	589.86	745.10
5	298.86	520.47	737.33	884.80
6	355.72	624.56	931.37	1117.64

INDUSTRIAL

Rates to be set by Contractor/Customer.

Section 7. Payment for Services.

(a) Payment for residential sanitation services provided by the Contractor shall be on a quarterly basis with the exception of bag service which is on a pay as needed basis. All payments are due by the tenth (10th) of the first month of each new quarter. Services will not be provided to any customer who does not display the new quarters can tag by the tenth (10th) of each new quarter. Service renewal will be the responsibility of each customer as no billing statements will be mailed.

(b) The Contractor is authorized to negotiate and enter into written commercial sanitation services contracts with those customers within the corporate limits of the Town who desire

commercial services. It shall be left to the discretion of the contractor and the customer to agree upon payment times and methods and additionally to establish any other terms and conditions under the written contracts as they may desire. Notwithstanding the foregoing, the commercial rate for container service shall be in accordance with the schedule as set forth under Section 6 of this ordinance as adopted by the Town Council. The contractor is expressly granted the authority to enforce the terms and conditions of the written commercial contracts notwithstanding anything in this ordinance to the contrary.

(c) Payments for industrial sanitation services shall be arranged between the Contractor and the customer.

Section 8. Residential rates are fixed for the three (3) year term of this franchise. The Contractor shall have the right to request a modification in the commercial rates on the first and second anniversaries of the effective date of this franchise. Such modification is at the sole discretion of the Town Council.

Section 9. Any and all landfill fees imposed by Okaloosa County shall be paid by the customer and will be added to the established franchise rates provided in Section 6 of this franchise for collection purposes.

Section 10. In the event the Contractor fails to pick up the residential customer's garbage during each regularly scheduled pick-up day, then upon notification by the residential customer Contractor shall return and pick up such garbage within twenty-four (24) hours from such notification.

Section 11. Contractor shall maintain an office at 108 Hill Avenue, Ft. Walton Beach Industrial Park, Ft. Walton Beach, Florida, with office hours from 8:00 A.M. to 5:00 P.M. weekdays, and 8:00 A.M. to 4:00 P.M. on Saturdays, where customers may come in purchase tags and/bags. The mailing address for Environmental Waste Systems is Post Office Drawer 929, Mary Esther, Florida 32569. Additionally, customers may purchase their quarterly tags and/or bags at the Cinco Bayou Town Hall during regular business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday.

Section 12. The Contractor shall provide and keep in force a comprehensive general public liability and public damage insurance policy providing public liability coverage for not less than \$1,000,000.00 for each person, not less than \$3,000,000.00 for each accident, and property damage coverage of not less than \$1,000,000.00, and the Contractor shall show proof of the same by furnishing the Town with a Certificate of Insurance. The aforesaid insurance shall be written by a company authorized to do business in Florida and acceptable to the Town. There shall also be an endorsement on the policy obligating the insurance company to furnish the Town ten (10) days notice in advance of the cancellation of insurance evidenced by said Certificate.

Section 13. Contractor shall carry workmen's compensation insurance on all employees and show proof of insurance by furnishing the Town a Certificate of Insurance. The aforesaid insurance shall be written by a company authorized to do business in Florida and shall also carry an endorsement obligating the

insurance company to furnish the Town ten (10) days notice in advance of the cancellation of insurance evidenced by said Certificate.

Section 14. The Contractor shall expressly hold the Town Council of the Town of Cinco Bayou, the members thereof, and the Town of Cinco Bayou, Florida, harmless from payment of any compensation or damages resulting from the exercise of this franchise and the operation of the sanitary garbage service provided hereunder.

Section 15. Contractor shall not sell, assign or transfer his franchise without first obtaining the written approval of the Town Council of the Town of Cinco Bayou, Florida. Contractor's vehicles and other equipment must conform to the regulations of the Motor Vehicle Code and Sanitary Code of Florida.

Section 17. Any person now or hereafter owning or occupying any premises within the municipality shall not be required to contract with the Contractor, but shall be authorized to dispose of garbage and trash in any lawful manner so long as such disposal is not accomplished through the services of a competing contractor.

Section 18. Contractor shall provide at no expense to the Town, trash storage containers and pick-up service for a planned annual Town Spring and Fall Cleanup. The Spring and Fall Cleanup days will be designated by the Town Council and coordinated with the Contractor.

Section 19. The Contractor shall provide sanitation services

for the Cinco Bayou Town Hall at no charge. Such services shall be performed on the same schedule as provided for residential customers and shall include both garbage and trash pick-up.

Section 20. The term of the franchise granted herein shall commence on July 1, 1993 conditional upon acceptance by Contractor and shall extend for a period of three (3) years. This franchise automatically be extended upon its current expiration for an additional three (3) years unless Contractor has failed to comply with the terms and conditions hereof. The term of this contract shall be renewed for additional terms of three (3) years each commencing at the end of the initial term, unless the Town notifies the Contractor in writing, sixty (60) days prior to the expiration of the initial term or any extension thereof, of its intent not to renew the franchise. The Contractor shall be required to notify the Town, in writing, sixty (60) days prior to the end of the initial term, or any extension thereof, of its intent not to renew the franchise.

ADOPTED this ____ day of _____, 1993.

APPROVED: _____
MAYOR

ATTEST:

Town Manager/Clerk

DER 1988
3/26/93

3/25 TO MR ALBERT BORCHIK JR
TOWN MANAGER, CINCO BAYOU

MR BILL SCHAAL, TELEPHONE AND ADDRESS BELOW, WAS BY THIS AFTER-NOON- MADE FIRST INSPECTION OF THE PARKING AREA - AND OF THE PROPOSED BEDS- FOR WHICH WE HAVE IRRIGATION STUBS ALREADY IN PLACE - AS YOU MAY HAVE NOTED ALSO, DURING OUR FIRST DISCUSSIONS.,

HE NOTED THE CORNER, WHERE WE ALREADY HAVE IN PLACE THE EROSION CONTROL BARRIERS AROUND THE TREE THAT WE INSTALLED, + THE LARGE AREA NOT TO BE PAVED. HE MADE THE FURTHER SUGGESTION THAT WE CONCAVE THE AREA BY BUILDING INTO A SWALE - AND THAT WE THEN DO NOT NEED A PERMIT PER-SE, AS WE ARE ACTUALLY REDUCING THE CURRENT RUN-OFF AND SOIL EROSION INTO DRAIN. WE WILL NEED A LETTER FROM YOU AS THE WATER REMAINING-PAVED AREA- GOES INTO MUNICIPAL DRAIN. PLEASE CALL ME WHEN YOU MAY SEE ME; AS REQUIRED - ALSO HE DIRECTED THAT I GIVE YOU HIS TELEPHONE # SHOULD YOU WISH TO CALL HIM!

THANKS FOR ADVANCE NOTICE OF A PROBLEM! - ONE ASSUMES CONTRACTORS OF PARKING LOTS GET/KNOW INFO AND REQUIREMENT LAWS!!

CELESTE LONG-LILLIE
243-4310 OR 244-1377 *RECORDER BY-PASS

We are pleased to send you this information

DER 1988 REGULATION OF STORMWATER DISCHARGE 17-25

17-25.020 Definitions.

- (1) "Artificial Watercourse" means a man-made waterway that was totally dredged or excavated prior to October 1, 1984 and which connects formerly isolated, nonjurisdictional wetlands to other waters. The Department shall bear the burden to show that such artificial watercourse was not totally dredged or excavated or that the connected wetlands were formerly jurisdictional.
- (2) "Completion of Construction" means the time at which the stormwater discharge facility is first placed into operation or when the project passes final building inspection or when the project receives a certificate of occupancy, whichever comes first.
- (3) "Conservation Plan" means a formal document, prepared or approved by a local Soil and Water Conservation District Board organized pursuant to Chapter 582, Florida Statutes, which outlines a system of management practices to control soil erosion, reduce sediment loss or protect the water quality on a specific parcel of property.
- (4) "Construction" means any on-site activity which will result in the creation of a new stormwater discharge facility, including the building, assembling, expansion, modification or alteration of the existing contours of the property, the erection of buildings or other structures, or any part thereof, or land clearing.
- (5) "Detention" or "To Detain" means the collection and temporary storage of stormwater in such a manner as to provide for treatment through physical, chemical, or biological processes with subsequent gradual release of the stormwater.
- (6) "Engineer" means a Professional Engineer registered in Florida, or other person exempted pursuant to the provisions of Chapter 471, Florida Statutes, who is

Florida Department of Environmental Regulation

Northwest District
160 Governmental Center
Pensacola, Florida 32501

DER

436-8320

Bill Schaal



WILLIAM E. SCHAAL
STORMWATER COMPLIANCE/ENFORCEMENT
ENGINEER
WATER MANAGER
NORTHWEST DISTRICT

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION
160 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA 32501

OFFICE: (904) 436-8300
SUNCOM: 895-8300
FAX: (904) 432-4083

(a) if an Operation/Maintenance entity is proposed for a project which will be constructed in phases, and subsequent phases will utilize the same stormwater management facilities as the initial phase or phases, the entity shall have the ability to accept responsibility for the operation/maintenance of stormwater discharge facility for future phases of the project.

(b) if the development scheme contemplates independent operation/maintenance entities for different phases, and the stormwater management system is integrated throughout the project, the entities, either separately or collectively shall have the responsibility and authority to operate and maintain the stormwater management system and discharge facility for the entire project. That authority shall include cross easements for stormwater management and the ability to enter and maintain the various facilities, should any sub-entity fail to maintain a portion of the stormwater management system or discharge facility within the project.

(4) The applicant shall be an acceptable entity from the time construction begins until the stormwater discharge facility is dedicated to and accepted by an established legal entity pursuant to (1) above. The applicant shall provide proof of the existence of an entity pursuant to (1) above or of the future acceptance of the facility by an entity described in (1) above prior to initiating construction.

(5) The provisions of this section shall become effective on October 1, 1985.

Specific Authority: 403.061, 403.087, 403.088, F.S.

Law Implemented: 403.021, 403.061, 403.087, 403.088, 403.182, F.S.

History: New 5-8-85.

17-25.030 Exemptions

(1) The following types of new stormwater discharge facilities are exempt from the notice and permit requirements of this chapter:

(a) facilities designed to accommodate only one single family dwelling unit, duplex, triplex, or quadruplex, provided the single unit, duplex, triplex or quadruplex is not part of a larger common plan of development or sale;

(b) facilities which are designed to serve single family residential projects, including duplexes, triplexes and quadruplexes, of less than 10 acres total land area and which have less than 2 acres impervious surface provided that the facilities:

1. comply with all regulations or ordinances applicable to stormwater management and adopted by a city or county; and

2. are not part of a larger common plan of development or sale; and

3. discharge into a stormwater discharge facility exempted or permitted by the Department under this chapter which has sufficient capacity and treatment capability as specified in this chapter and is owned, maintained, or operated by a city, county, special district with drainage responsibility, or water management district; however, this exemption does not authorize discharge to a facility without the facility owner's prior written consent; or

17-25.027(3)(a) -- 17-25.030(1)(b)3.

only require letter/linked storm drain usage

4. discharge into a stormwater discharge facility which has sufficient capacity and is part of a master drainage plan adopted by a city or county; however, this exemption does not authorize discharge to a facility without the facility owner's prior written consent. *re: reduction existing b/c of tied swales*

(c) stormwater discharge facilities whose functioning treatment components consist entirely of swales. However, this exemption is valid only if the swale, as constructed, meets or exceeds the requirements specified in Section 17-25.020(16) and Section 17-25.025(5).

(d) facilities which discharge into a regional stormwater discharge facility which is permitted pursuant to Section 17-25.040 where the appropriate treatment criteria specified in this chapter and applied to the permitted regional facility are met by the discharge; however, this exemption does not authorize discharge to the permitted regional facility without the facility owner's prior written consent.

(e) facilities for agricultural lands, provided those facilities are part of an approved Conservation Plan; however, if the Conservation Plan is not implemented according to its terms, this exemption shall be void; and

(f) facilities for silvicultural lands, provided that the facilities are constructed and operated in accordance with the Silviculture Best Management Practices Manual (1979), published by the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, which is adopted and made a part of this rule by reference. A copy of this manual may be obtained by writing the Department of Agriculture, Division of Forestry, 3125 Conner Boulevard, Tallahassee, Florida, and may be inspected at all Department of Environmental Regulation offices.

(2) Within the geographical area for which the Department has delegated stormwater permitting to the Southwest Florida Water Management District, the following types of new stormwater discharge facilities are exempt from the permitting requirements of this chapter provided that the owner files notice and an engineer certifies to the District, on forms provided by the District, at least 30 days prior to construction that the discharge facility will meet the criteria specified below, and provided that an entity responsible for operation and maintenance of the proposed facility has been determined. Furthermore, an engineer shall certify on forms provided by the District, within 30 days after completion of construction that the new stormwater discharge facility, as constructed, qualifies for exemption under this section. The District may require that the owner and engineer furnish appropriate design analyses, calculations, drawings, specifications and other information to describe, verify and document that the proposed stormwater discharge facility qualifies for exemption according to this section.

(a) facilities which discharge into a stormwater discharge facility which is permitted pursuant to section 17-25.040 or exempt pursuant to section 17-25.030 where the appropriate treatment criteria specified in this chapter and applied to the permitted or exempt facility are not exceeded by the discharge; however, this exemption does not authorize discharge to permitted or exempt facilities without the facility owners prior written consent; or,

17-25.030(1)(b)4. -- 17-25.030(2)(a)

3/29/93 KB

176 Eglin Parkway NE
Ft Walton Bch, FL 32548
March 26, 1993

TO: CINCO BAYOU

The Mayor, Town Manager, Engineer, Planning Agency, and Council:

RE: Attached- Request for Parking area, Corner of Irwin Street- & Eglin Parkway.

pages: 2. drawing- proposed area, where joins existing- ground area + two elevations.

3-5. form A. Common Application.

6-8. form B. Minor Development, Request for Parking area paving

proposals from Gulf Coast Parking Lot Service-

8a #1-12/8/92-(made to a prospective tenant's specifications)

8b #2-2/3/93- (rewritten, to me, reserving run off and plant areas)

9-11. Landscape check-list signed and dated.

Permit fee: Check, in amount of \$25.00.

GENERAL summary:

I am very much in agreement with keeping some soil to absorb moisture and for landscaping!

My business has been in this location since 1966, when this Eglin Pky was area's business centre. When I was forced to buy building or possibly move 1979-80, my first exterior efforts involved ripping up two areas in the parking lot on my property's south side (of building) and planting three trees, plus later plantings in rear, plus north side on Irwin. This entire block had been stripped of all but three trees! The rear of my building was left grassed. The adjacent shopping center had elevated their buildings, paved over onto my property and resulting run-off initially came to my shop's back door!

I had inherited a service type tenant who did not add to glamour of our commercial district with many pieces of equipment in view - but generally did pay his rent and tolerated the new plantings.

By late 1980's commercial vacancies had marched north- and into our area. In 1991, without making "improvements" I was able to attract only another service business (one who left with rent unpaid unfortunately). The more "attractive type" businesses look for more than a gullied sand pile for off-Eglin Parkway parking!

When I finally concluded some paving would be a requirement to attracting a more suitable tenant, I made the apparently false assumption that the ONLY parking lot business listed in area would know the permitting laws. I reserved space for plantings/runoff, as first proposal, submitted to me in December- page 8a, had been unsuitably barren.

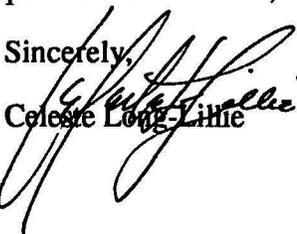
There is NEED for expediting this project. A paying tenant has been direly needed as the building, vacant since the end of September, did not stop mortgage payments! I have had also difficulty serving my own customers well while looking for tenants. They have many choices in commercial vacancies!

Somewhere between the NO trees or plantings- to south and west of Maison Le Cel, and keeping "natural" the sandbed on north side of 178 Eglin rental, a C-2 zone- there has to be some consideration given for the customer who will go to a paved area rather than bogging down in our native sand- and for the business person who must meet his vehicular customer's requirements!

This area/site was inspected by a DER engineer/representative on March 25, and I submitted his findings to Mr. Borchik >that only a letter from Cinco Bayou is required for their needs as the project is very small < - along with his telephone number for questions and/or confirmation.

Please advise me of your meeting time. If I may offer additional information, to expedite matters, please call 243-4310, 10am-5pm or 244-1377, at any time.

Sincerely,


Celeste Long-Little

RECEIVED
3/29/93
ASB,

176 Eglin Parkway NE
Ft Walton Bch, FL 32548
March 29, 1993

TO: CINCO BAYOU
The Mayor, Town Manager, Engineer, Planning Agency, and Council:

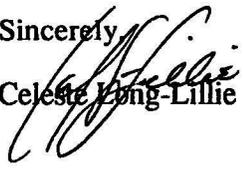
Addendum to letter of March 26:

I have been contacted ^{this morning} by paving persons, who cannot proceed with this small paving area, as they understand requirements, without rewriting the 8b-fee of \$2000 and charging an approximate additional \$1200 for engineering grading plots and additions.

Please consider this added burden, as my request for a variance if attached is not suitable. I can ill afford to be so penalized for new mandates as my property (and annual maintenance of plants) is already more in compliance with INTENT of mandates than any other in this entire block!

Perhaps this is just a small example of why the bona-fide small business now has so much difficulty STAYING in business! I am currently also expending several thousands of dollars bringing bathroom accommodations into compliance for plumbing costs alone, for the wheelchair customer who may or may not ever enter or need the facilities!

Sincerely,


Celeste Long-Lillie

AGENDA

TOWN OF CINCO BAYOU SPECIAL COUNCIL MEETING APRIL 19, 1993

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Mayor Laginess
Councilwoman Balsley
Councilman Broxson
Councilman Gage
Councilman Kendrick
Councilman Skelly

SPECIAL BUSINESS

1. Request for Permit - Mrs C. Long-Lillie