

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Mayor Usrey
 Councilman Davis
 Councilman Johnston
 Councilwoman Kelley
 Councilman Perry
 Councilman Wade

MINUTES - April 11 and April 18, 1983

FINANCIAL REPORT

REGULAR BUSINESS

1. Kidd Bayou Oaks Lot Line - Gloria Frazier
2. AAA Employment - Letter - Mr. Smith
3. Outer Continental Shelf Revenue Sharing - Letter - WFRPC
4. Chamber of Commerce Membership - 7/83 thru 6/84
5. Sign Ordinance (Political Signs)
6. Monthly Newsletter

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME

1. Streets/Sidewalks/Neighborhood Watch - Councilman Davis
 1. Kidd Street at Kidd Bayou Oaks and Frances Park
2. Parks/Beautification/Environment - Councilwoman Kelley
 1. Shelter - Laguna Park
 2. Cannon - Laguna Park
 3. Fence/Gate - Frances Park
3. Finance - Councilman Wade
4. Waterfront/Bayou/Health/Civil Defense - Councilman Perry
 1. Hurricane/Disaster actions
5. Special Committee Reports
 - a. Bicycle Path - Councilman Johnston

ATTORNEY'S REPORT

CORRESPONDENCE

1. Letter - Mayor Long, City of Holmes Beach
2. Letter - Invitation, League of Women Voters
3. Letter - Department of Veteran and Community Affairs - NFII
4. Letter - Mayor Long, City of Holmes Beach
5. Memo - Public Service Commission
6. Letter - David T. Harden, City Manager, City of Winter Park

CLERK'S REPORT

MAYOR'S ANNOUNCEMENTS

5-7-83 AB



City of Holmes Beach

April 27, 1983

Town of Cinco Bayou
35 Kelly Avenue
Ft. Walton Beach, Florida

Dear Mayor Usrey:

Enclosed is material we received at the recent meeting in St. Petersburg Beach relative to annexation, consolidation and merger.

We are recommending the draft resolution be adopted by your City and forwarded to your Legislative Delegation. Mr. Charles W. McCool, City Manager of Holly Hill, 1065 Ridgewood Avenue 32017 would appreciate a copy of your resolution.

If through the League of Cities and our State Legislature we cannot resolve the issue to the satisfaction of the smaller cities it may be necessary to secure petitions to have a constitutional amendment put out for referendum. Copy of a proposed amendment is attached.

In all probability you will be receiving additional information directly from Mr. McCool as the issue resolves. This matter is of major concern to all of us and we must become actively involved.

Sincerely,

Charlotte Long
Mayor

CL:jd

PROPOSED CONSTITUTIONAL AMENDMENT

The proposed Constitutional Amendment will be as follows:

Article VIII, Sec. 2(c) and Sec. 3, that the Constitution of the State of Florida shall be amended by vote of the electorate of the State of Florida in the following fashion:

Sec 1a) In any case where a merger, annexation or consolidation of any two or more cities or unincorporated territory is proposed, such merger, annexation or consolidation shall require the approval by simple majority vote of the electorate in each of the jurisdictions affected.

Sec 1b) This provision shall not apply to so-called voluntary annexation.

TOWN OF CINCO BAYOU

RESOLUTION

SUPPORT FOR OUTER CONTINENTAL SHELF (OCS) REVENUE SHARING

WHEREAS, the Cinco Bayou Town Council has adopted policies to encourage and promote energy conservation and promote the efficient use of energy in Cinco Bayou, Florida; and

WHEREAS, it is recognized that it is necessary for the United States to conduct oil and gas exploration of the Outer Continental Shelf (OCS) to achieve energy self sufficiency; and

WHEREAS, due to the potential for economic and environmental impacts associated with oil and gas exploration in coastal areas, it is paramount that the State of Florida and its communities remain involved in Outer Continental Shelf activity decisions; and

WHEREAS, Florida and other coastal states need revenue to prepare for these potential impacts and the creation of OCS revenue sharing legislation for coastal programs with required pass through to localities by the states; and

WHEREAS, it is recognized that the interest of all those involved in Outer Continental Shelf activities should be addressed in as expeditious manner to be outlined in federal legislation;

NOW, THEREFORE, BE IT RESOLVED, that the Cinco Bayou Town Council supports the adoption of legislation for OCS revenue sharing including provisions for pass through to localities by the states; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the Congressional Delegation representing the State of Florida, the Secretary of the United States Department of Commerce, the Secretary of the United States Department of the Interior, the Chairman of the House Committees on Interior and Insular Affairs and Merchant Marine Fisheries, the Chairman and the Governor of the Senate Commerce, Science and Transportation Committee, and the Governor of the State of Florida, the Secretary of the Florida Department of Community Affairs, and the Secretary of the Florida Department of Environmental Regulation.

ATTEST:

CLERK

CHAIRMAN/MAYOR

The above resolution was approved by the Cinco Bayou Town Council, this day _____ of _____ 1983.

WEST FLORIDA REGIONAL PLANNING COUNCIL

5904 NORTH 9TH AVENUE • POST OFFICE BOX 486
PENSACOLA, FLORIDA 32593-0486 • PHONE (904) 478-5870

DANIEL F. KRUMEL
Executive Director

22 April 1983

MARVEL O. WARREN, JR.
Chairman

MARVIN BECK
Vice Chairman

Mr. Max O. Usrey, Mayor
Town of Cinco Bayou
35 Kelly Avenue (Cinco Bayou)
Fort Walton Beach, Florida 32548

RE: Outer Continental Shelf (OCS) Revenue Sharing

Dear Mayor Usrey:

Last year the West Florida Regional Planning Council (WFRPC) was asked by the Florida Department of Community Affairs (DCA) to contact local elected officials of the governments in Planning Region I to seek local "grass roots" support for federal legislation for Outer Continental Shelf (OCS) revenue sharing.

Congress failed to adopt OCS revenue sharing legislation before adjournment in 1982, however, similar legislation has been introduced in both houses of Congress this year. DCA has contacted the Council staff again and requested that another effort be made to seek local government support for OCS revenue sharing. If adopted, OCS revenue sharing would provide that the revenues generated from outer continental shelf oil and gas activity would be shared by coastal states and their local governments.

Please find enclosed copies of a model resolution supporting OCS revenue sharing for your Council's/Commission's consideration and use. Also, enclosed is a copy of a list of "Significant Names" of people that should receive copies of any OCS Revenue Sharing Resolution your Council/Commission may adopt.

If you have any questions concerning the enclosed model resolution, or about the proposed federal OCS revenue sharing legislation, please call (478-5870).

We would appreciate being informed of any action the Council/Commission may take concerning the OCS Revenue Sharing Resolution.

Sincerely,



Dwaine T. Raynor, Director
Environmental Planning

DTR:hc

Enclosure

"... serving Escambia, Santa Rosa, Okaloosa, Walton, Bay, Holmes and Washington Counties, and their municipalities."

WEST FLORIDA REGIONAL PLANNING COUNCIL

OCS REVENUE SHARING
SIGNIFICANT NAMES

The Honorable Lawton Chiles
United States Senator
940 Lake Hollingsworth Drive
Lakeland, Florida 33803

The Honorable Paula Hawkins
United States Senator
1214 Park Avenue, North
Winter Park, Florida 32789

The Honorable Earl Hutto
United States Representative
10 First Avenue
Fort Walton Beach, FL 32548

The Honorable Morris Udall, Chairman
House Committee on Interior & Insular Affairs
U.S. House of Representatives - Room 235
Washington, D.C. 20240

The Honorable Walter B. Jones, Chairman
House Committee on Merchant Marine Fisheries
U.S. House of Representatives - Room 241
Washington, D.C. 20240

The Honorable Bob Packwood, Chairman
Senate Commerce, Science and
Transportation Committee
United States Senate - Room 5202-DSOB
Washington, D.C. 20510

The Honorable Ted Stevens
United States Senator
Russell Building - Room 260
Washington, D.C. 20510

The Honorable Ernest F. Hollings
United States Senator
Russell Building - Room 115
Washington, D.C. 20510

The Honorable James A. McClure, Chairman
Senate Energy & Natural Resources Committee
United States Senate - Room 3106-DSOB
Washington, D.C. 20510

Mr. James Watt
Secretary
U.S. Department of the Interior
Washington, D.C. 20510

The Honorable D. Robert Graham
Governor of the State of Florida
The Capitol
Tallahassee, Florida 32304

The Honorable W. D. Childers
Florida State Senate
5901 Memphis Avenue
Pensacola, Florida 32506

The Honorable Tom Tobiassen
Florida State Senate
123 Kenilworth Road
Pensacola, Florida 32503

The Honorable James G. Ward
Florida State Representative
239 Mooney Road, N.E.
Fort Walton Beach, FL 32548

The Honorable Grover Robinson, III
Florida State Representative
Madrid Building - Suite 8B
880 North Reus Street
Pensacola, Florida 32501

The Honorable Bolley "Bo" Johnson
Florida State Representative
302½ Elmira Street
Milton, Florida 32570

The Honorable Virginia Bass
Florida State Representative
900 East Scott Street
Pensacola, Florida 32503

Ms. Victoria Tschinkel
Secretary
Florida Dept. of Environmental
Regulation
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32301

Dr. John DeGrove
Secretary
Florida Department of Community
Affairs
2571 Executive Center Circle, East
Tallahassee, Florida 32301

RESOLUTION NO.

A RESOLUTION IN OPPOSITION TO THE AMENDMENT OF THE FLORIDA
STATUTES OR THE ENACTMENT OF ANY SPECIAL ACT RELATIVE
TO MERGER OF MUNICIPALITIES

WHEREAS, Florida Statutes Section 165.041(1982) currently provides that two or more municipalities may merge upon approval by a vote of the qualified voters in each area affected, and

WHEREAS, the City Council of the City of _____ deems the foregoing provisions to be of utmost importance to the preservation of the rights of citizens of the various smaller municipalities of this State and to the preservation of the very meaning of democracy itself, and

WHEREAS, some persons have suggested an amendment of the foregoing provisions, or the enactment of a special act, to allow a merger of two or more municipalities through the device of a "winner-take-all" referendum, and

WHEREAS, the City Council of the City of _____ is of the opinion that any such amendment of the foregoing provisions, or the enactment of any special act, would be detrimental to the citizens of those smaller municipalities,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

Section 1. That the City Council of the City of Florida, hereby expresses its opposition to any amendment of the Florida Statutes or the enactment of any special act, which would allow two municipalities to merge by any method other than approval by a vote of the qualified voters in each area affected.

Section 2. That the City Council of the City of Florida, hereby urges the _____ County Legislative Delegation to oppose any amendment of the Florida Statutes or the enactment of any special act, which would allow two municipalities to merge by any method other than approval by a vote of the qualified voters in each area affected.

Section 3. That copies of this Resolution shall be sent to each member of the _____ County Legislative Delegation.

Section 4. That this Resolution shall take effect immediately upon its adoption.

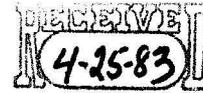
APPROVED AND AUTHENTICATED, this _____ day of _____, 19__.

Mayor

ATTEST: _____



LEAGUE OF WOMEN VOTERS
of Okaloosa County



Dear Mayor Usrey,

You and the members of the City Council are cordially invited to attend our League meeting on Saturday, May 14. We will meet at the Marina Bay Resort at 10:00. The program will focus on "double taxation" with presentations by Mayor Bagley and Mr. Larry Anchors. There will also be a question and answer segment.

We hope those attending will join us for a "dutch treat" luncheon. We would appreciate knowing how many plan to attend so that we may make the necessary arrangements. I can be contacted at:

651-1947

We look forward to having you join us for what we think will be an interesting and informative program.

Sincerely,

Anniece Cowart

Anniece Cowart, President

April 20, 1983

4-28-83 NBS

STATEMENT

GREATER FORT WALTON BEACH
CHAMBER OF COMMERCE

PHONE 244-8191 • 34 MIRACLE STRIP PKWY., S.E. • POST OFFICE DRAWER 640
FORT WALTON BEACH, FLORIDA 32548

APRIL 20, 19 83

Max Usrey
TOWN OF CINCO RAYOS
35 Kelly Avenue
Fort Walton Beach FL 32548

Okaloosa Industrial Development Council

MEMBERSHIP

07/01/83 to	06/30/84	_____	\$ 125.00
_____ to	OIDC	_____	_____
_____ to	MAC	_____	_____
Other	_____	_____	_____
Host reception	_____	_____	_____
Other	_____	_____	_____



STATE OF FLORIDA
**DEPARTMENT OF VETERAN
AND COMMUNITY AFFAIRS**
DIVISION OF LOCAL RESOURCE MANAGEMENT

RECEIVED
5/3/83
MB

BOB GRAHAM
Governor

JOAN M. HEGGEN
Secretary

MICHAEL C. GARRETSON
Director

May 2, 1983

Irene Balsley
Mayor
35 Kelley Avenue
Ft. Walton Beach, Florida 32548

Dear Mayor Balsley:

The State Assistance Staff of the National Flood Insurance Program (NFIP) is contacting and reviewing all local governments which are participating in the Emergency Phase of the NFIP. It is the purpose of this review to ascertain which communities have not adopted a Flood Damage Prevention Ordinance as required for Emergency Phase participation in the NFIP. The adoption of an ordinance for Emergency Phase participation is an NFIP requirement pursuant to the Code of Federal Regulations Section 60.3(b), 44, X, CFR. A properly adopted ordinance will provide you the assurance that flood protection eligibility and disaster assistance are properly maintained for your community.

The Federal Emergency Management Agency (FEMA) has developed a model ordinance which meets the Emergency Phase requirements of the NFIP. A copy of that ordinance is enclosed for your review. Please review the ordinance that was adopted by your community to be certain that these minimum standards were officially adopted by your local government.

You should also be aware that Section 60.1(d) of the FEMA code of regulations states "any flood plain management regulations adopted by a State or community which are more restrictive than the criteria set forth in this part are encouraged and shall take precedence."

The State Assistance Program is available to assist you in updating your Emergency Phase ordinance in order to meet or exceed the FEMA minimum standards. Should you have any questions, please submit a copy of your adopted ordinance to this office for our review. If you have not adopted an ordinance, please notify this office as soon as possible.

BUREAU OF LOCAL GOVERNMENT ASSISTANCE

2571 EXECUTIVE CENTER CIRCLE, EAST • TALLAHASSEE, FLORIDA 32301 (904) 488-7956

Page two (2)

A representative of the State Assistance Program is available to work with your staff on this important issue. Please call our office at (904) 488-9210 if we can be of further assistance.

Sincerely,

NATIONAL FLOOD INSURANCE PROGRAM

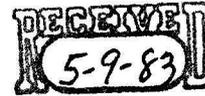


Howard M. Glassman
State Coordinator

HMG:jmh

Enclosures

#120596



May 5, 1983

Cinco Bayou Town Council
Kelly Avenue
Fort Walton Beach, Florida 32548

Reference: Kidd Bayou Oaks

Subject: Lot Line Discrepancy

Gentlemen:

We respectfully request that the matter of a lot line discrepancy be placed on the agenda for your next meeting of 9 June 1983.

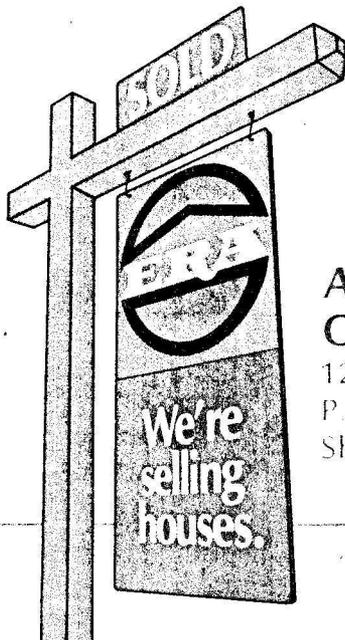
Thank you for your attention to this matter.

Very truly yours,

Gloria K. Frazier
BROKER

Agent for Andrea Development
Corporation

GKF:dmp



**AMERICAN REALTY
OF OKALOOSA COUNTY, INC.**

1270 N. I glin Pkwy.
P.O. Box 299
Shalimar, Florida 32579

904-651-2454

*Each office independently owned and operated.

RECEIVED
4-28-83
1882

2002 Coconut Palm Circle
Niceville, Florida 32578
April 26, 1983

Mayor Usrey and City Council
Cinco Bayou
35 Kelly Avenue (Cinco Bayou)
Fort Walton Beach, Florida 32548

Dear Sir:

I am applying to you and the Cinco Bayou City Council for assistance in obtaining a refund from Triple AAA Employment, 13 Kelly Avenue, which is licensed to operate within your city.

Last August, my daughter, Marsha Smith, signed a contract with AAA to find her a part-time job. Mr. Wood, Niceville-Valparaiso Auto Parts, hired her with the understanding that he would train her. At the end of 12 days he let her go with the explanation that he did not have time to train her.

My daughter returned to the agency and asked that her money be returned. Trish Perry, the person she dealt with at the agency, told her that it was not possible as the money had already been mailed to wherever it is mailed. I talked to Perry later and we reached an agreement on the telephone that she would pursue finding a full-time job and that I would pay the difference.

We have allowed time for Perry to find my daughter a job. Subsequent ads in the paper from that Agency show that they have had jobs available that my daughter is qualified to fill. Not only did they default on the contract which they wrote, they have not called or shown any inclination to fulfill the verbal agreement.

I requested assistance from the Fort Walton Beach Chamber of Commerce through the Better Business Council. Betty Dunlap informs me that Perry has no intention of paying or making the contract good.

Another concern that I have is that these people are permitted to charge \$200-\$400 for placing people in jobs. I emphasize "placing" rather than "finding." There is a difference. Finding means searching and spending some time. These young people have difficulty finding jobs today. They go to an employment agency which places them in the most available job whether they are qualified or not. Most often they pick the job out of a want ad, a simple transaction requiring little effort and certainly involving no research, job training or resume building. The fee should be around \$25-35 for such assistance. There are employment agencies that conduct lengthy interviews with their client, help them assess their skills and qualifications, send them on practice interviews, helps train them in interview techniques, helps them build resumes and finally assists in a

job search. There are worthwhile agencies and they receive about \$400 per client.

It is a very sad thing to see these young people who need work so badly and who have to work at minimum wage to have to turn to these so called employment agencies to find work. The agencies are avaricious, taking the first paycheck and possible the second before the wage earner ever gets a cent. They have a 14 day grace clause when most employers have 30-60-90 day trial periods. The employment agencies contract should match that of the prospective employer and the individual should not have to pay for services until accepted after the trial period or at the least, the individual should be able to stretch out the payments. The agencies haste in extracting their money is a sign of the type of operation it is - a fast buck operation.

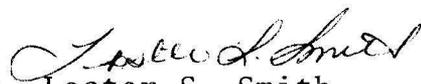
These institutions will not police themselves. Their operations are ripping the young folks off when they cannot afford it. I think this is something the city council should look into as a point of regulation and something that should be coordinated between all of the local cities and the state employment bureau. All jobs should be listed with the employment bureau because that is free. Certainly no state agency or government agency should list a job with an employment agency unless the agency will provide a free listing.

These are some thoughts of mine that have developed out of this experience of my daughter having used an employment agency. This is her second time. The first time, after tiring in her efforts of placing applications at various businesses around town, she went to an employment agency and they sent her out on an interview immediately. She got the job and worked there for the summer while a student in college. Later, she learned that the job had been lifted that morning out of an ad placed in the Playground Daily News. She dutifully payed her \$200 fee only to learn from the employees later on that the store had not retained the employment agency. This was clearly opportunism on their part.

Somehow these agencies must be regulated to charge according to the time, energy and effort expended on behalf of the client.

I am enclosing all pertinent correspondence to date. I will appreciate any assistance you can give in seeing that AAA lives up to the letter of their contract. They took our money and did not live up to their end of the bargain.

Sincerely,


Lester S. Smith

LSS/gs

Enclosures

1. Letter to Fort Walton Beach Chamber of Commerce
2. Letter to AAA Employment
3. Ads
4. Copy of Contract
5. Affidavit from Mr. Woods

2002 Coconut Palm Circle
Niceville, Florida 32578
March 14, 1983

AAA Employment
13 Kelly Avenue
Fort Walton Beach, Florida 32548

Dear Trish:

This letter is for the purpose of requesting a refund of the fee my daughter paid you to find her a job. Her receipts show she paid \$124 plus a \$2 fee.

You found her a part-time job with Niceville-Valparaiso Auto Parts which lasted from September 14-September 25, 1982, when Mr. Wood, the employer let her go because he did not have the time to train her as he had anticipated.

At that time we requested a refund which you refused to return saying that the paperwork had already been accomplished and that you could not return the money.

In a subsequent conversation I had with you in November, we came to an agreement over the telephone that you would look for a full-time job for Marsha, apply the funds paid for the part-time job to the new job and that we would pay the difference.

Since that time, you have advertised jobs in the newspaper that my daughter is qualified to perform, both in CRT, word processing and secretarial-clerical.

Marsha's contract reads, "If I am discharged at any time within 14 calendar days for any reason other than intoxication, dishonesty, unexcused absenteeism, insubordination, misrepresentation of skills or otherwise fail to remain in the position for a period of fourteen days through no fault of my own, the Agency shall refund to me all fees paid less an amount equal to twenty-five percent of total fee." She was employed 12 days and was discharged through no fault of her own.

Considering the poor showing by your agency and the obvious lack of intent to find my daughter a job, I am requesting that her fee be refunded immediately, otherwise, within the next 30 days, I will have to take legal action against your agency.

You can reach me by writing to the above address or by calling 678-5581 or 678-5111 ext. 383.

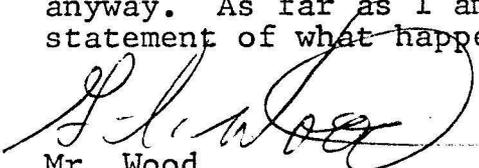
Sincerely,


Lester S. Smith

AFFIDAVIT

TO WHOM IT MAY CONCERN:

This confirms that I employed MARSHA LYNNE SMITH for approximately 12 days in September 1982. I originally accepted Marsha on the basis that I would personally train her in the Parts Business. After a few days, it became apparent that I just did not have time so I let her go for that reason. When Marsha went to get her money refunded from AAA Employment Agency, she was told by TRISH PERRY that I had said that I let her go because she could not work the cash register and that she had been fired for that reason. I personally talked to Trish Perry on the phone with Marsha present and told Ms. Perry I did not appreciate her saying things in my name that were not true. I told her Marsha had been let go because I did not have time to train her. I informed her at that time that I would not use her agency in the future and that I did not think she treated her clients properly. She concluded by saying that she did not need my business anyway. As far as I am concerned, this is a true and accurate statement of what happened.



Mr. Wood
Nice/Val Auto Parts

2002 Coconut Palm Circle
Niceville, Florida 32578
March 24, 1983

Better Business Council
Attn: Betty Dunlap
P.O. Drawer 640
Fort Walton Beach, Florida 32549

Dear Ms. Dunlap:

I wish to file a complaint against Trish Perry, Triple AAA Employment, 13 Kelly Avenue, Fort Walton Beach, for failure to live up to an employment contract with my daughter, Marsha Smith.

Last August, my daughter, 21, entered into a contract with Triple AAA to find her a job. They found her one with Twin Cities Auto Parts in Niceville for which she was not qualified to perform. Mr. Wood, the hirer, agreed to take her on to train her in the parts business. Within a few days, he let her go because he decided that he did not have the time to train her.

My daughter went back to Triple AAA to either be placed in another job or get her money back. The contract reads, and is attached, "If I am discharged at any time within 14 calendar days for any reason other than intoxication, dishonesty, unexcused absenteeism, insubordination, misrepresentation of skills or otherwise fail to remain in the position for a period of fourteen days through no fault of my own, the Agency shall refund to me all my fees paid less an amount equal to twenty five percent of total fee." She was employed from September 14-September 25, 1982 and was discharged through no fault of her own.

Trish Perry at that time refused to return the fee paid up to that date, \$124 plus \$2. In a subsequent conversation I had with Ms. Perry in November, I demanded the money be refunded. We arrived at an understanding on the telephone that she search for a full-time job and that we would pay the difference in the fee for the temporary job which she had already been paid and the full-time job.

On January 24, 1983, I called again to find out what was happening in the search for a job for Marsha. Ms. Perry said that the file had been put up and that she thought one of the girls who works for her had seen Marsha and Marsha had indicated that she was not interested. I asked my daughter and she said that she knew nothing about it. Ms. Perry said she would call me the next day and tell me what the situation was. She has yet to call.

In the interim, Triple AAA has run several ads in the paper concerning jobs that my daughter is capable of handling. She is a recent student at OWJC and has taken all the clerical and word processing courses the college offers. She can qualify as a clerk, clerk typist, secretary, and beginning level word processor using the CRT displays and El Diablo

Page 2

Printer, dictaphone, etc.

It is obvious to me that Triple AAA has no intention of returning the money as stipulated by their contract nor do they have any intention of trying to place my daughter. They have no intention of living up to the terms of their contract. I request your assistance in getting the money refunded less the 25 percent stipulated in the contract.

Not much money is involved but it has become a matter of principle with me. If you are not successful, I intend to go to small claims court next and then to Tallahassee to determine how these businesses can be better regulated.

Sincerely,

Lester S. Smith
Lester S. Smith

LSS/gs

Attachments

1. Letter to Triple AAA
2. Receipts
3. Contract
4. Ad

**STOP LOOKING!!
START WORKING!**

Typist: 70 WPM
Secretary: shorthand required.
Legal Secretary: CRG experience.
Full Charge Bookkeeper
Manager Trainees: Several positions.
Retail Sales: Several positions open.
Construction Estimator
Desk Clerks
Refrigeration Man: Experienced only.
Secretary: Lite typing, heavy phone.
Route Sales



Fees Discounted
One week salary
(Upon Verbal Acceptance)

244-0168
13 Kelly Ave
Ft. Walton Bch

ig March 24, 1983 Page 5D

22

Help Wanted



employment

Immediate opening for printer apprentice. Some lay-out and experience on 360 AB press. Part-time opening for young ladies willing to work, excellent starting salary.

244-0168
13 KELLY AVE
Across from K-Mart

RECEIVED
5-9-83
MSJ



Commissioners:
GERALD L. (JERRY) GUNTER, CHAIRMAN
JOSEPH P. CRESSE
SUSAN WAGNER LEISNER
JOHN R. MARKS, III
KATIE NICHOLS

JOSEPH D. JENKINS
Director
Electric and Gas Department
(904) 488-8501

Public Service Commission

MEMORANDUM

May 2, 1983

TO : STREET LIGHTING CUSTOMERS OF INVESTOR-OWNED ELECTRIC UTILITIES
FROM: ELECTRIC & GAS DEPARTMENT (Blondin) *JB*
FLORIDA PUBLIC SERVICE COMMISSION *JDJ*
RE : DEREGULATION OF STREET LIGHTING AND OUTDOOR LIGHTING - DOCKET NO. 830066-EU

The Florida Public Service Commission has directed its staff to study the desirability of the deregulation of street lighting and/or outdoor lighting for all investor-owned electric utilities (Florida Power & Light, Florida Power Corp., Tampa Electric Company, Gulf Power Company, Florida Public Utilities and Reedy Creek Utilities. Deregulation means the utility would not be the only entity allowed to provide and maintain lighting facilities. The utility would continue to provide the electric service.

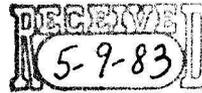
We will be conducting a staff workshop concerning this matter on June 9, 1983 beginning at 10:30 a.m. in the PSC's small hearing room in Tallahassee. Your participation is invited. If you cannot attend the workshop, please send your written comments to the Commission Clerk (please reference Docket No. 830066-EU) by that date so they can be included in the record.

Approximately one month after the workshop, staff will present its recommendation to the Commission. If deregulation is recommended, additional formal proceedings will be held before a final decision is made by the Commission.

We are attempting to contact all entities via this memorandum whose rates may be affected by the deregulation. Hereafter, notices concerning this matter will be published in the Florida Administrative Weekly.

JB/bc

cc: Joe Jenkins
Larry Brockman
Marge Meeter
Kent Barber
Bonnie Davis



CITY OF WINTER PARK

WINTER PARK, FLORIDA 32789

(305) 644-9860

OFFICE
OF THE
CITY MANAGER

May 3, 1983

TO: Mayors/City Managers - State of Florida
County Commission Chairmen/County Administrators - State of
Florida

FROM: David T. Harden, City Manager *DTH*

SUBJECT: Local government liability under 42 USC, Section 1983

The City of Winter Park urges your support for passage of Senate Bill 141. Passage of this bill would amend Title 42 U.S. Code, Sections 1983 and 1988, to allow local governments to raise good faith as a defense against alleged violation of constitutional rights.

The City of Winter Park is currently involved in a case where the jury at the Federal District Court level has awarded a plaintiff more than \$300,000 in damages. This particular case has been in the federal courts since 1975. The constitutional rights the City is alleged to have violated were not clearly established until several years after the events which led to the law suit. As a matter of fairness, to hold a municipality liable for violating a constitutional right that didn't exist at the time of the alleged violation is almost like allowing the federal judiciary to pass ex post facto laws with which to punish a local government for behavior it had no way of knowing was constitutionally "wrong". Enclosed is a resolution urging passage of Senate Bill 141, together with a copy of the bill and an article from the National Institute of Municipal Law Officials discussing the background of this legislation. The bill is scheduled for hearings before the Subcommittee on the Constitution on May 12.

This matter should be of vital concern to all local governments throughout the state of Florida and the entire nation. Your assistance in supporting this legislation will be greatly appreciated. It will relieve local taxpayers of substantive unwarranted liability and would not in any way deprive plaintiffs of their rights.

Thank you for your support. Please let me know if you need any additional information from us.

dth/a

cc: Senator Paula Hawkins
Senator Lawton M. Chiles
Representative William McCollum
Florida League of Cities

Enclosures

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, URGING THE UNITED STATES CONGRESS TO PASS SENATE BILL 141 AMENDING 42 U.S.C. §§ 1983 and 1988; FURTHER URGING THE UNITED STATES CONGRESS TO MAKE SAID AMENDMENTS APPLICABLE TO ALL CASES NOW AND HEREAFTER PENDING IN THE FEDERAL TRIAL AND APPELLATE COURTS.

WHEREAS, prior to 1978, all municipalities in the United States of America were immune from damage liability under 42 U.S.C. §§ 1983 and 1988, and

WHEREAS, subsequent to 1978, all municipalities in the United States of America became strictly liable in damages under 42 U.S.C. §§ 1983 and 1988, regardless of whether the constitutional right allegedly violated was clearly established at the time of the alleged violation, and

WHEREAS, without having been allowed to raise "good faith" as a defense, municipalities throughout the United States of America have been held liable in damages for violating constitutional rights they had no way of knowing existed at the time of the alleged violation, and

WHEREAS, such law suits awarding damages against municipalities for violations of rights the municipal officers involved had no way of knowing existed at the time of the alleged violation in effect punishes municipal taxpayers and municipal officials for behavior there was no way of knowing was wrong, and

WHEREAS, damage awards in such law suits represent a significant burden on municipalities and municipal taxpayers throughout the United States of America, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

Section 1. The City Commission of the City of Winter Park, Florida, urges the United States Congress to enact Senate Bill 141 amending 42 U.S.C. §§ 1983 and 1988 to limit damage awards against municipalities to only those situations where the municipal officials involved violated clearly established constitutional rights and to limit the award of attorneys' fees and costs recoverable in actions brought under 42 U.S.C. §§ 1983 and 1988.

Section 2. The City Commission of the City of Winter Park, Florida, further urges the United States Congress to expressly state within the bill amending 42 U.S.C. §§ 1983 and 1988, as above, that all trial courts and appellate courts of the United States of America should examine each case before them under 42 U.S.C. §§ 1983 and 1988 to determine whether the constitutional rights asserted in that case were clearly established at the time of the alleged violation, and, should they find that those rights were not clearly established at the time of the alleged violation, to deny any award of damages against the municipality involved for violation of rights not clearly established at the time of the alleged violation.

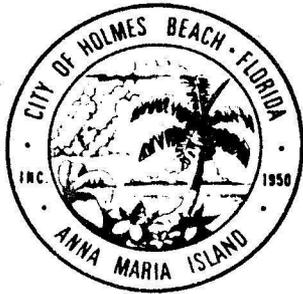
Section 3. of this Resolution should take effect immediately upon its adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, this 12th April, 1983.

ATTEST:

City Clerk

Mayor-Commissioner



RECEIVED
5-9-83

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City of Holmes Beach

May 6, 1983

The Honorable Max Usrey, Mayor
City of Cinco Bayou
25 Kelly Avenue
Ft. Walton Beach, Florida

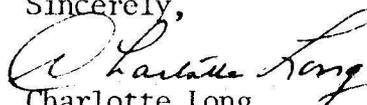
Dear Mayor Usrey:

You have received Press Release issued by the City of Holly Hill relative to a public meeting on State consolidation/annexation policies to be held at St. Petersburg Beach on May 12, 1983.

This matter is fast becoming one of the most important issues of concern to cities. A large attendance and participation at this public hearing will insure adequate publicity so that our residents and legislative delegations will be aware of our concerns and our dedicated efforts to preserve the rights of residents of the smaller communities of our State.

Please make every effort to have representatives from your city in attendance at this meeting. If this is not possible letters of support to be read into the record will be appreciated.

Sincerely,


Charlotte Long
Mayor

CL:jd

CC: Max Royale, City Manager
St. Petersburg Beach

Charles W. McCool, City Manager
City of Holly Hill