

TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING MINUTES
JUNE 11, 1998

Mayor Drabczuk called the Regular Town Council meeting to order at 6:02 PM. Following a silent prayer and the Pledge of Allegiance to the Flag, roll call was taken.

PRESENT: Mayor Drabczuk
Councilwoman Carroll
Councilman Kendrick
Councilman Payne
Councilman Skelly
Councilman Williams

ALSO PRESENT: Town Manager Borchik, Attorney Massey, Engineer Griswold, Jerry Carroll, Chad Lee and Ed Connors .

PUBLIC HEARING:

1. Resolution 98-07 - A resolution authorizing the Town to enter into an agreement with the Florida Department of Transportation for right-of-way maintenance of State Road 85 (Eglin Parkway) Attorney Massey read Resolution 98-07 by title only. Councilman Kendrick made a motion to adopt Resolution 98-07, seconded by Councilman Payne. The motion was unanimously approved.
2. Resolution 98-04 - A resolution authorizing the Mayor to financially obligate the Town for a five to ten year period in the amount of \$ 120,000.00. Attorney Massey read Resolution 98-04 by title only. Councilman Payne made a motion to adopt Resolution 98-04, seconded by Councilman Skelly. The motion was unanimously approved.

1. **COUNCIL APPROVAL OF AGENDA** - Mayor Drabczuk asked that an item, 3F, concerning the payment of Mr. Bell's accrued annual leave, be added to the agenda. Councilman Payne made a motion to approve the Agenda as amended, seconded by Councilman Kendrick. The motion was unanimously approved.

2. CONSENT AGENDA

- A. Minutes, Council Meetings of May 14, 1998 and May 30, 1998.
- B. List of Checks and Status of Funds, May 31, 1998
- C. List of Deposits - May 1998

Councilman Payne made a motion to approve the Consent Agenda, seconded by Councilman Williams. Councilwoman Carroll asked that the third sentence of the first paragraph be amended as follow: ... same amount reflected in earlier statements. Delete "however, it was not listed on the March statement" Shouldn't this amount ... The May 14, 1998 minutes will be amended accordingly. There were no other comments and the motion was unanimously approved.

3. ACTION ITEMS

A. Status of Street Paving Project - Engineer Griswold stated that he had reviewed the contract documents package and all seemed in order. A pre-construction conference will be held sometime next week. Mayor Drabczuk, Councilman Payne and Councilman Williams asked to be notified as they would like to attend the meeting. Councilman Payne asked the Engineer if anything had been discussed concerning the culvert at Yacht Club Drive and Troy Street. The Engineer stated that this item would be discussed after the pre-construction conference.

B. Status of Funding for Street Paving Project. Manager Borchik stated that he had visited both Compass Bank and Ready Bank concerning the loan for the Street Paving Project and both banks have requested several items, such as a copy of the minutes wherein the Council approved the project and borrowing the funds, a copy of the resolution authorizing the Mayor to obligate the Town for the amount of the loan requested, a recent financial statement, the FY 1997 Audit and a brief summary of the proposed paving project. As soon as Resolution 98-04 is signed and sealed, the packages containing the information requested will be delivered to the Loan Officers of the respective banks. Councilman Skelly asked if this loan would be listed in the FY 99 budget. The Manager stated that it would be in the budget and treated as a separate line item.

C. Status of Hazard Mitigation Strategy Tasking Order. Advised the Council that the County has engaged BCM Engineering to do the Hazard Mitigation Strategy for the County and the municipalities that signed the Memorandum of Agreement. The Town Manager met with a representative of the County Planning Department and a representative of BCM Engineers for the purpose of examining the Town and arriving at a Tasking Order to be used in preparing the Town's strategy. Two areas were identified where potential hazards could be mitigated: Provide storm shutters for the Town Hall windows and to examine present stormwater drainage and run-off systems for improvements or redesign. These items will be listed in a letter to the County and become the tasking order for the Town's strategy. Additional items/areas of concern can be added if necessary. The Town Engineer explained the hazard mitigation process and the thinking behind it.

D. Town Manager/Clerk Employment Agreement. Councilman Kendrick made a motion to approve the Employment Agreement for Mr. Turner as presented, seconded by Councilman Williams. The motion was unanimously approved. Mayor Drabczuk questioned the fact that no background investigation was conducted. Attorney Massey explained that the statement and certification in the application was placed in the application to satisfied this requirement.

E. Banking Resolutions adding Mr. Turner to accounts with Barnett Bank, Compass Bank and Ready Bank. Councilman Payne made a motion to add Mr. Turner as a signee to the present accounts at Barnett Bank, Compass Bank and Ready Bank, seconded by Councilman Williams. The motion was unanimously approved.

F. Mr. Bell, Payment of Accrued Leave. Mayor Drabczuk opened the discussion by reading the letter from Mr. Bell and asking the Town Manager to present the dollar amounts for accrued vacation time. Mr. Borchik stated that a search revealed that there were no records in the Town Hall that listed an amount of accrued annual leave for Mr. Bell or any records of any annual leave taken since his employment in September, 1995. If the Council determined that Mr. Bell would be paid for four (4) weeks annual leave, (160) hours and basing the amount due on his final salary, the amount due would be \$2,563.20, however, Mr. Bell did not work a full two years and a review of pay records indicates that through June, 1997, he would have accrued 150 hours of annual leave and the amount due would be \$2,403.24. Following a short discussion, Councilman Kendrick made a motion to pay Mr. Bell \$2,403.24 based on 150 hours of accrued annual leave, seconded by Councilman Payne. In the discussion that followed, Councilman Skelly stated that he could not support this motion or the payment since no one could prove if leave was or was not taken and accrued leave was not recorded. Councilman Payne asked the Attorney if there was a way to put an end to this matter. Attorney Massey suggested a hold harmless type agreement where it would state that there would be no further claims against the Town and once signed, a check could be issued. Councilman Kendrick amended his motion to include Mr. Massey's suggested statement. There being no further discussion, Mayor Drabczuk called for the vote and the motion was approved, 4 to 1 with Councilman Skelly voting "No". Mr. Massey advised the Council that he would talk with Attorney McInnis on this matter.

4. Engineer's Report - No Report

5. Attorney's Report - No Report

6. Town Manager's Report

A. The Ready Bank Certificate of Deposit (CD) is due to mature next week and request Council's desires concerning this CD. Following a short discussion, Councilman Skelly made a motion to roll the CD over for a 90 day period, seconded by Councilman Payne. Councilwoman Carroll questioned the 90 day period since better rates are available for longer periods. Mr. Borchik said that a 90 day roll-over was a matter of convenience pending the decision on the paving project loan and a final decision on investments in general. The motion was unanimously approved.

B. Boat Ramp Parking. There have been numerous complaints concerning the parking at and around the boat ramp. Vehicles with large trailers were parked all over and in particular, along Andalusia even Hardee's complained saying that their customers hardly had room to park. In the discussion, Destin's ramp came up and theirs is the City's ramp where this ramp was funded by the Florida Boating Improvement Fund and must be open to the public without charge. The discussion centered around the Council's responsibility to the community for insuring the access of police and fire service to their homes. Councilman Skelly asked if the Town could contract with a towing service and have illegally parked vehicles towed away. The answer was yes and that has been done in the past. Additional "No Parking" signs must be placed in the areas concerned and then it could be enforced. An ordinance is also required Fines are to be levied. The Town Manager advised the Council that under the present franchise with Compass Bank, they are responsible for maintaining and marking Sea Way and the ramp parking area. In the near future, Sea Way will be resurfaced and marked with a line showing the part of the street that is to remain open, however, this will not solve the parking on weekends, someone from the Town needs to be available to identify the vehicles to be towed and to sign the towing company's release. At this point, Mr. Connors offered his services. Councilman Skelly made a motion to have the Town Manager contract with a towing service to remove illegally parked vehicles, seconded by Councilman Payne. The motion was unanimously approved. In addition, the Town Manager was instructed to prepare a draft on an ordinance setting the fines for illegal parking to be presented at the next Town Council meeting. The motion was unanimously approved.

C. The tree to honor Tom andCarolynn Leach has been planted in Frances Park and the plaque ordered.

7. Public Requests/Comments -

A. Mr. Chad Lee, 52 Yacht Club Drive, addressed the Council concerning ducks crossing the street and traffic causing a dangerous situation when his children are playing in his yard. Following a short discussion, Councilman Skelly made a motion to place "Duck" Crossing" signs on Yacht Club Drive at Laguna Park, seconded by Councilman Carroll. Councilman Kendrick voiced his opinion concerning the duck crossing and his personal experience with ducks through the years. After a short discussion, the Mayor called the question and the motion was approved, 4 to 1 with Councilman Kendrick voting "No".

B. Mr. Clay Lewis, 12E Lucile Street, exhibited a wooden plank from the old private dock adjacent to the Sea Way Boat Launch. He stated that on several occasions when the water is high or there is increased traffic at the boat launch, planks are broken loose from the old dock and drift/float to the beach at Captiva Cove causing dangerous conditions with exposed nails, etc. The Town Manager said he would contact the property owner and request that the dock be repaired or removed to eliminate this condition.

8. Councilmember Reports/Comments

A. Councilman Skelly requested follow-up on the following items from the "walk-around".

1. Status of ordinance violations : A notice of Violation was sent to the property owners where the violations were observed. To date, only one violation has been corrected - the unlicensed vehicle at 52 Yacht Club Drive has been removed. A second letter will be sent to the remaining violators.

2. The run-off from the Enterprise car wash does contain the soap used to wash the vehicles, however, it is a biodegradable compound and although it might not appear right, is harmless.

3. Graffiti. There is an ordinance requiring graffiti to be removed and the property owner will be sent a notice of violation along with a copy of the ordinance.

4. Light Manufacturing - The Attorney is working on this item.
5. Zip Code - No change in status with the Post Office, however, the County has coded Cinco Bayou businesses so tax monies are properly identified.
6. Bond for new Town Manager. Will contact insurance agent to see if current bond is transferable - in any case, forms for bond are available.
7. Plans for Eglin/Yacht Club landscaping are being prepared!

B. Councilman Williams. Suggested that a vacation form be prepared to preclude recurrence of the problems with Mr. Bell's vacation time. The Town Manager will prepare a form for Council's review

C. Councilman Kendrick - Advised the Council that he had attended the all day planning session at OWCC and participated in some meaningful discussions on the present and future development and problems in Okaloosa County.

D. Councilwoman Carroll

1. Asked about Council Committees and why it was not on the agenda as she requested. The Town Manager said he simply forgot to add it to the agenda. Mayor Drabczuk said that it would be on the next meeting agenda.

2. Showed a short video from the local news announcing that Mr. Turner was selected to be the new Cinco Bayou Town Manager and would begin work on June 15, 1998.

E. Councilman Payne

1. Concerning the Graffiti Ordinance, wanted more aggressive enforcement of this and other ordinances and believed that increased enforcement would possibly deter future violators.

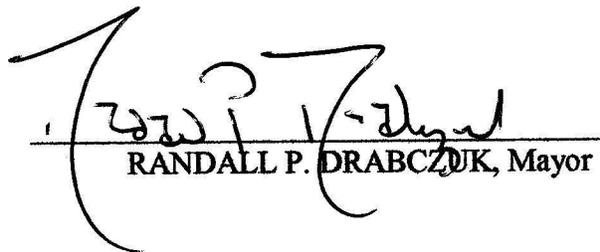
2. Is continuing his efforts to bring the Municipal Officials training program to the county.

9. Correspondence

- A. Letter, Property Appraiser - 1998 Estimated Values - No action required
- B. Letter, Economic Development Council - Funds Request - No action required
- C. Letter, Florida League of Cities - Policy Committees - No action required
- D. Invitation, Okaloosa League of Cities - Summer Meeting - No action at this time.
- F. Invitation, Panhandle League of Cities - Summer Meeting - No action at this time.

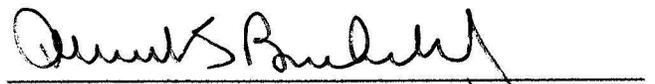
10. Mayor's Comments/Announcements - Reminded everyone of the Town Potluck Dinner on Thursday, June 18, 1998, at 6:30 PM.

11. There being no further business, the meeting adjourned at 7:24 PM.



RANDALL P. DRABCZUK, Mayor

Attest:



ALBERT S. BORCHIK, Jr. Town Manager/Clerk

FLORIDA

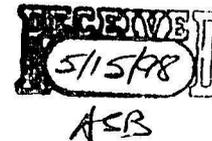
LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

THOMAS F. BARRY, Jr.
SECRETARY

Post Office 607
Chipley, Florida 32428
May 12, 1998



The Honorable Randall P. Drabczuk, Mayor
Town of Cinco Bayou
10 Yacht Club Drive
Ft. Walton Beach, Florida 32548-4436

Dear Mayor:

Enclosed are four (4) original copies of the new Memorandum of Agreement between the Town of Cinco Bayou and the Florida Department of Transportation. Please execute each and return all copies to this office along with your resolution covering this work. This agreement can be renewed two (2) times if agreed upon by your town and the department. So, if you think you will possibly renew next year, prepare your resolution to cover renewal years also. Otherwise, each renewal will require a new resolution.

We request that you put this item on your agenda at the earliest possible date. This will allow you time to get the copies back to us so we can complete execution and processing within the Department's deadline of June 30, 1998. When final execution is accomplished, a copy will be forwarded to you for your records.

We appreciate your assistance in preparation of this agreement. If you have any questions, please feel free to call this office at (850) 638-0250, extension 651.

Sincerely,

Lloyd A. Tharpe
District Contracts
Maintenance Engineer

/ap

enclosures

cc: Mr. Mark Thomas
Mr. Alan Bush
Mr. Charlie Ward

EXHIBIT "A"
TOWN OF CINCO BAYOU
MEMORANDUM OF AGREEMENT

SITE:

- (1) S.R. 85, County Section No. 57040, from south city limits of Cinco Bayou (M.P.1.400) north to north city limits of Cinco Bayou (M.P.1.798).

BASIS OF COST ESTIMATE

PAY ITEM NO.	ACTIVITY NO.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
M104-4-3	485	MOWING, SMALL MACH	0.066 HA	\$285.63	7	\$ 131.96
M110-30	541	LITTER REMOVAL	2.904 HA	\$ 18.14	12	\$ 632.14
M110-32-1	545	EDGING AND SWEEPING	1.497 KM	\$374.46	3	\$1,681.70
		GRAND TOTALS:				\$2,445.80

Quarterly amount: \$611.45

RESOLUTION NO. 98-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, OKALOOSA COUNTY FLORIDA APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION WHICH AGREEMENT DOCUMENTS PROVISIONS FOR THE TOWN TO PROVIDE CERTAIN MAINTENANCE TO ROAD RIGHT-OF-WAYS ALONG THAT PORTION OF STATE ROAD 85 LOCATED WITHIN THE TOWN LIMITS OF THE TOWN OF CINCO BAYOU IN RETURN FOR FINANCIAL COMPENSATION BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

WITNESSETH:

WHEREAS, a portion of State Road 85 is located within the incorporated Boundries of the Town of Cinco Bayou, Florida (hereinafter referred to as "Town"); and,

WHEREAS, the Town and the State of Florida Department of Transportation mutually desire to ensure that the right-of way for the state highway facilities located within the Town be attractively maintained by mowing, edging, sweeping and litter removal; and,

WHEREAS, the Town is prepared to provide right-of way maintenance services in return for compensation from the State of Florida Department of Transportation and the State of Florida Department of Transportation is prepared to provide such compensation to the Town for right-of-way maintenance services.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Cinco Bayou, Okaloosa County Florida that:

1. The terms and conditions of the Maintenance Memorandum of Agreement between the Town and the State of Florida, Department of Transportation, which is attached hereto as Exhibit "A", are hereby approved.
2. The Mayor is hereby authorized to execute all necessary documents in order to enter into the approved Agreement and to take all other actions necessary to implement the maintenance program by the Town under the terms and conditions of the Agreement with the State.

ADOPTED in regular session 11th day of June, 1998

THE TOWN OF CINCO BAYOU
FLORIDA

ATTEST:

BY: _____
Albert C. Borchik, Jr.
Town Manager/Clerk (seal)

BY: _____
Randall P. Drabczyuk
Mayor

CONTRACT NO. _____
FINANCIAL PROJECT NO. 22448717201
F.E.I.D. NO. 591569110001

MAINTENANCE
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1998, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "DEPARTMENT," and the Town of Cinco Bayou, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "Town."

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain multi-lanes (State Road 85), highway facilities outlined in Exhibit "A" attached hereto and incorporated by reference herein, within the corporate limits of the Town of Cinco Bayou; and

WHEREAS, the Town is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, edging and sweeping, and litter removal.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the Town by Resolution No. _____ dated _____, 19__, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The Town shall perform the following functions in a reasonable manner and with all due care:
 - A. Mow, cut, and/or trim grass or turf in accordance with the guidelines set forth by the Department on an annual basis.
 - B. Edging and Sweeping to eliminate excess growth of grass and/or vegetable along all curbs and sidewalks.
 - C. Removal of all litter and debris from within the limits of the highway right-of-way.

The above named functions to be performed by the Town, shall be subject to periodic inspections by the Department. Such inspection findings will be shared with the Town and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the Town has assumed the maintenance responsibility above mentioned, it shall come to the attention of the Department's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of The Honorable Randall P. Drabczuk, Mayor, 10 Yacht Club Drive, Ft. Walton Beach, Florida 32548-4436, to place said Town, on notice thereof. Thereafter, the Town have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:
 - (a) Maintain the median and roadside areas or a part thereof, within the Department or Contractor's personnel and deduct the cost of such work from the Town's payment said work or part thereof, or
 - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by Department or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the Town for the reasonable cost of such removal.

3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the Department. The Town shall be given sixty (60) calendar days notice to remove said maintenance items after which time the Department may remove said maintenance items.

4. The Department agrees to pay to the Town quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A." The lump sum payment will be in the amount of \$611.45 per quarter for a total sum of \$2,445.80 per year.

- (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, Florida Statutes.
- (b) Any penalty for delay in payment shall be in accordance with Section 215.422(2)(b), Florida Statutes.
- (c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Town of Cinco Bayou's general accounting records, together with supporting documents and records, of the Town and all subcontractors performing work, and all other records of the Town and subcontractors considered necessary by the Department for a proper audit of costs.

5. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department, if the Town fails to perform its duties under Paragraph 2, following ten (10) days written notice.
- (b) By the Department, for refusal by the Town to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the Town in conjunction with this agreement.
- (c) By either party following sixty (60) calendar days written notice.
- (d) By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.

6. The term of this Agreement commences on July 1, 1998 and continues for a period of one (1) year.

7. This Agreement may be renewed on a yearly basis, for a maximum of two one-year renewals. Any renewal must be agreed upon by both parties in writing thirty (30) days prior to the expiration of the existing agreement.

- (a) This Agreement and all subsequent renewals are subject to availability of funds. Any renewal of this Agreement will be paid according to the terms of this Agreement.
- (b) Any renewal shall be contingent upon satisfactory performance by the Department as described in Paragraph 1 above.

8. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Chapter 334.21, Section (8)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement verbal or written made in violation of this subsection shall be null and void, and no money shall be paid thereon. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitments of funds. Nothing herein shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all agreements of the Department which for any amount in excess of twenty-five thousand dollars and having a term for a period of more than one year."

9. The Town covenants and agrees that it will indemnify and hold harmless DEPARTMENT and all of DEPARTMENT'S officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action neglect or omission by the Town during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither the Town nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.

10. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. The Department's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

12. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty of 0.03333 percent per day will be due and payable, in addition to the invoice amount to the vendor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

13. This Agreement may not be assigned or transferred by the Town in whole or in part without consent of the Department.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary

ATTEST: _____(Seal)
Executive Secretary

BY: _____

ATTEST: _____(Seal)

DOT Approval as to Date
Form and Legality

PETE SMITH
Okaloosa County Property Appraiser

101 E. James Lee Blvd.
Crestview, FL 32536
(850) 689-5900
FAX (850) 689-5906



OFFICE OF THE
OKALOOSA COUNTY
PROPERTY APPRAISER

5/21/98
PLEASE REPLY TO: *MSB*
151-D N.E. Eglin Pkwy
Ft. Walton Beach, FL 32548-4498
(850) 651-7240
FAX (850) 651-7244

June 1, 1998

Mr. Al Borchik
City of Cinco Bayou
10 Yacht Club Dr.
Ft. Walton Beach, FL 32548

Re: Forthcoming Preliminary Assessment

Dear Al,

Pursuant to the Florida Statutes, we have prepared a very preliminary assessment roll for 1998. These figures are roughly where we believe the roll will be certified as of July 1, 1998. The results for your jurisdiction are as follows:

1997 Final Total Taxable Value	\$28,513,796
1998 Net New Taxable Value w/o new const.	\$28,861,589
1998 Net Taxable New Construction	\$47,314

1998 Taxable Total Value	\$28,908,903
1998 Gross New Construction	\$47,314

These are preliminary numbers for use in the planning stages of your operational budget. Final certification (DR-420) of the preliminary assessment roll will be delivered to you on or before July 1, 1998.

If we can be of any further service to you, please call.

Sincerely yours,

Handwritten signature of Pete Smith in cursive.

Timothy "Pete" Smith, CFA
Okaloosa County Property Appraiser

 THE ECONOMIC
DEVELOPMENT COUNCIL
OF OKALOOSA COUNTY, FLORIDA

5-21-98

NJB T-7

P.O. BOX 4097 • FT. WALTON BEACH, FL 32549 • (850) 651-7374 • FAX (850) 651-7378 • TOLL FREE 1-800-995-7374

May 19, 1998

Mr. Al Borchik, Town Manager
Town of Cinco Bayou
10 Yacht Club Drive (Cinco Bayou)
Ft. Walton Beach, FL 32548-4436

Dear Mr. Borchik:

Please accept this letter as the formal request from the Economic Development Council (EDC) of Okaloosa County for continued funding by the Town of Cinco Bayou for fiscal year 1998-99.

The EDC's primary objective continues to be the development of a business climate that is conducive to investment, wealth generation, and job creation. Our constant focus is on (1) assisting existing businesses in developing a competitive edge, (2) expanding the economic base by attracting new businesses to the area, and (3) building on the potential of technology.

We understand the need for developing a strong, high productive work force that meets the needs of a rapidly growing and diverse economy. Along these lines, the EDC has identified educational training programs that are specifically designed to meet the needs of our local area businesses.

We have prepared a detailed summary of our economic development activities and programs for your review. This summary will be forwarded to your attention prior to the EDC's appearance before the City Council. If you would like to receive a copy immediately, please contact Larry Sassano, Executive Director.

We are requesting an appropriation of \$500.00 for the 1998-99 fiscal year. This is the same amount as was funded last year.

The Economic Development Council of Okaloosa County has enjoyed its very important relationship with the Town of Cinco Bayou. We look forward to appearing before the City Council during your budget-making process and sharing with you the specific activities we know are essential to retain your support. We thank you for the City's ongoing involvement in the EDC programs and look forward to continuing our work for and with you.

Sincerely,

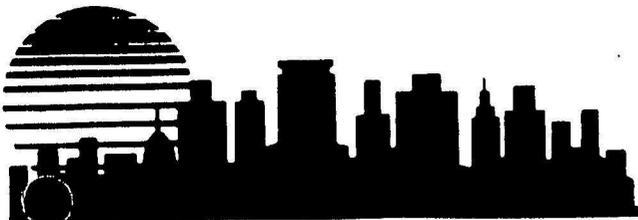
FG Carr

Freddy G. Carr
President

H Tinsley

Herb Tinsley
President-Elect

cc: Mayor Randall Drabczuk
Council Members



5-21-98
MSB JT

FLORIDA LEAGUE OF CITIES, INC.

Memorandum

To: Key Officials
Policy Committee Members

From: Kelvin J. Robinson *KJR*
Director, Legislative and Public Affairs

Date: May 18, 1998

Re: 1998-99 FLC Policy Committee sign-up

Though it seems like only a short time ago, it's time to begin signing up for next year's FLC policy committees. In an effort to allow the policy committees more time to work on their policy statements, League President Sam Ferreri and the board of directors has approved a process that will permit the 1998-99 policy committees to get started earlier. Beginning this year, the first policy committee meeting for the 1998-99 cycle will be held during the FLC Annual Conference in August. Attached is a 1998-99 policy committee sign-up form. If you are interested in serving on one of the League's six policy committees, please complete this form and fax it back to the League office not later than **Friday, July 3rd**. Please note that the attached form requests that you rank your choices in order of preference - 1 being your first choice, 2 your second and so on. You may only serve on one committee and your highest ranked request will be given serious consideration.

The League has six policy committees that meet during the course of a year to craft and adopt a policy statement to guide the League during the following year's legislative session. As mentioned earlier, this year the first meeting will take place in August, which will be followed by a second meeting in September and then for a third meeting during the League's annual Legislative Conference in November. It is at the Legislative Conference where the six policy committee statements are merged into one document which is subsequently adopted by the Legislative Committee and then by the full membership of the League. A final policy committee meeting, post session wrap-up, will be held shortly after the end of the 1999 legislative session, most likely in mid June or early July.

Policy committee members are the League's primary advocates for municipalities in support of the policy positions adopted at our November Legislative Conference. Members will be called upon throughout the year to lobby legislative leaders in Tallahassee and in their district to advance the issues key to preserving and expanding municipal home rule. Another opportunity to advocate municipal issues to the Legislature is the League's annual Legislative Action Day. This event is held in mid-April in Tallahassee, during the Legislative Session.

Become a part of the League's leadership by participating on one of these key committees. Thank you for you support of the League.

Attachment

FLORIDA LEAGUE OF CITIES, INC.
1998-99 Legislative Policy Committee Sign-Up Form

All Forms must be returned not later than Friday, July 3, 1998
Please fax to the attention of Carol Dixon at (850) 222-3806

Name: _____ Title: _____

City: _____ City Phone: _____

Address: _____

Business Phone: _____ Fax Number: _____

E-mail Address: _____ City's Web Site Address: _____

Please rank your preference for the following Legislative Policy Committees for which you wish to be considered (1 = first choice; 2 = second choice, etc.):

Legislative Policy Committees

The first **policy committee** meeting will be held during the FLC Annual Conference in August at the Fontainebleau Hilton Hotel in Miami, Florida.

- | | |
|---|------------------------------------|
| _____ Utilities & Telecommunications | _____ Intergovernmental Relations |
| _____ Environmental Quality | _____ Municipal Finance & Taxation |
| _____ Criminal Justice,
Ethics & Personnel | _____ Urban Administration |

I served on the _____ Policy Committee during 1997-98.





City of
Laurel Hill
Home of the Hobo Festival

6/5/98
MAB

June 4, 1998

Councilman Jim Kendrick
Town of Cinco Bayou
10. Yacht Club Drive
Ft. Walton Beach, FL 32548

Dear Councilman Kendrick,

The City of Laurel Hill is hosting the Summer meeting of the Okaloosa County League of Cities, scheduled for June 25, 1998.

Our dinner meeting will be held at the Holiday Inn on Hwy 85 S., in Crestview. The social hour will be from 6:00 p.m. to 7:00 p.m., with dinner at 7:00 p.m. Dinner will be Buffet style with Baked Chicken, Roast Beef, Ham, Green Beans, Broccoli and Cheese, Baby Carrots, Corn, Mashed potatoes and Gravy, Salad, Tea and Coffee at a cost of \$15.00 per person.

Please advise the City Clerk, Susan McGettigan, by phone or fax by Friday, June 19, 1998, on the number of representatives from your municipality.

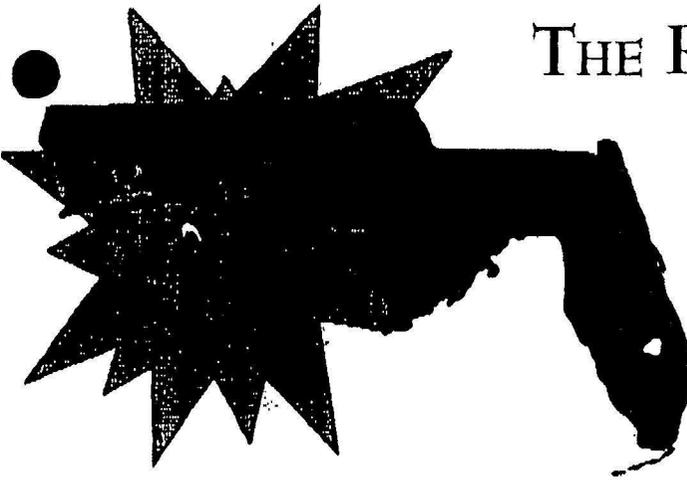
We are pleased to be hosting the dinner this quarter and look forward to seeing you there.

Sincerely,


Michael A. Blizzard
Mayor

MAB/sm

THE PANHANDLE LEAGUE OF CITIES



*Brenda Hendricks, President
and FLC Director
City of Parker
Clay Ford, First Vice President
City of Gulf Breeze
Samuel Hayes, Second Vice President
City of Crestview
Judy Whitis, Treasurer
City of Callaway
Howard Milton, Jr., Past President
City of Marianna*

*Rita E. Jones, Legislative Chair
City of Pensacola
Guyton Williams, Legislative Vice Chairman
City of Graceville
A.O. Campbell, Director
and FLC Director
City of DeFuniak Springs
Scott Maddox, Director
City of Tallahassee*

SPECIAL INVITATION

- WHO:** *Elected Officials and Administrators of Member Cities,
Associate Members of the League, and Special Guests*
- WHAT:** *Membership Meeting and dinner to Honor our
Florida League of Cities President, Mayor Sam Ferreri*
- WHERE:** *Optimist Club Building
421 Lyndell Lane
Panama City Beach, (Driving directions will be sent upon registration)*
- SCHEDULE:** *Thursday, July 9, 1998
Board Meeting: 6:00 pm Central Time
Dinner: 7:00 pm Central Time*
- MENU:** *Bar-B-Que
Dinner will be provided at no charge courtesy of Gulf Power*

This will be an excellent opportunity to honor President Sam Ferreri for his hard work and dedication to Florida's municipalities. The Panhandle League of Cities is the most active and effective regional league in the state and we need to show our support by turning out for this event! As a way of showing our appreciation, please consider bringing an item "advertising" your city or company, which will be given to the President (a hat, shirt, bumper sticker, etc.).

**PLEASE RETURN THE ATTACHED RESPONSE FORM AS SOON AS POSSIBLE.
RESERVATIONS MUST BE MADE BY MONDAY, JULY 6.
PLEASE GIVE AN ACCURATE COUNT AS SEATING WILL BE LIMITED.**

Original document is skewed

1998 JULY DINNER AND MEMBERSHIP MEETING RESPONSE FORM

THE FOLLOWING PERSONS WILL BE PRESENT AT THE PANHANDLE LEAGUE OF CITIES' JULY DINNER AT THE OPTIMIST CLUB BUILDING ON THURSDAY, JULY 9 AT 7:00 P.M. CST:

NAME AND POSITION:
(PLEASE COPY FORM
IF NECESSARY)

CITY OR COMPANY:

ADDRESS:

CONTACT PERSON:

TELEPHONE & FAX #'s:

PLEASE RETURN THIS FORM BY FAX OR MAIL TO:

THE PANHANDLE LEAGUE OF CITIES
325 JOHN KNOX ROAD
BLDG. 300, SUITE 301EC
TALLAHASSEE, FL 32303
PHONE: (850) 487-1870
FAX: (850) 487-0041

RESERVATIONS MUST BE RECEIVED ON OR BEFORE MONDAY, JULY 6.

SEATING WILL BE LIMITED