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Town of Cinco Bayou, Fl  
Minutes of Council Meeting  
June 13, 1996

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

2. Present: Rene' Chamberlain  
Nancy Frey  
Jim Kendrick  
Carolynn Leach  
Mayor Randy Drabczuk

Absent: Joseph P. Skelly

Staff present: Manager Elvin C. Bell, Secretary Faye Payne, Legal Counsel Jeff McInnis and Engineer Spence King

3. Council Approval of Agenda. Councilman Kendrick requested that an item he referred to as a Double Taxation Study be added to the agenda. The Manager suggested it be identified as item 6-J. There being no other changes, Councilman Kendrick moved, seconded by Councilwoman Frey, to accept the Agenda. The motion was approved unanimously.

4. Public Hearing: Second reading of Ordinance No. 168. Provides for regulation of parking on public right of ways. The Manager informed the Council that the item was properly before the Council for its consideration and action. Counsel McInnis read the Ordinance and reviewed its contents. Mayor Drabczuk opened the public hearing. After hearing questions and concerns from resident Irene Basley, the public hearing was closed.

**Councilman Skelly arrived at 6:10 p.m.**

On a motion by Councilwoman Frey, seconded by Councilwoman Leach, the Ordinance was placed before the Council for discussion and action. After Council discussion, Ordinance No. 168 was approved on a 3 to 2 vote with Councilmembers Kendrick and Chamberlain voting no and Councilmembers Frey, Leach and Skelly voting yes.

5. Consent Calendar: On a motion by Councilman Kendrick, seconded by Councilman Skelly, the Minutes of May 9 and 23, 1996, and the Financial Statement for May 1996 were approved. The vote was unanimous.

## 6. Action Items:

A. Proposals for Tree Service Contract; Award Bid: The Manager reviewed an analysis of the proposals, as requested by the Council. After Council discussion, a motion to accept the proposal from Allen's Tree Service and award the firm a contract was made by Councilman Kendrick and seconded by Councilwoman Chamberlain. Councilwoman Chamberlain then withdrew her second. Councilwoman Leach seconded the motion to get it on the floor. After further Council discussion concerning the two proposals, the Mayor called for a vote. The Motion was approved on a 3 to 2 vote with Councilmembers Skelly and Leach voting no and Councilmembers Kendrick, Frey and Chamberlain voting yes.

B. Consideration of Biweekly Council/Workshop meetings: After a brief Council discussion, there was no motion or action on the item.

C. Town Hall Sign: After a brief Council discussion, there was no motion or action on the item.

D. Consideration of PAWS Contract Renewal: On a motion by Councilman Skelly, seconded by Councilwoman Chamberlain, the Manager's recommendation not to renew the PAWS Contract for the 1997 fiscal year was approved. The vote was unanimous.

E. Security Contract: On a motion by Councilman Skelly, seconded by Councilwoman Chamberlain, the Council voted unanimously to keep American Security for one additional month to give Attorney McInnis time to examine the proposed amendments that had been received earlier in the day from Guardian Security. Staff will present the contract to the Council at its next meeting.

F. Site Improvement Plans for Cinco Baptist Church: Engineer King presented his recommendations to the Council and said the church was meeting, if not exceeding, all requirements. Mr. Roy Terry, administrator, Cinco Baptist Church, responded to questions from the Council and concerned residents. A motion to approve the Plans was made by Councilman Kendrick and seconded by Councilwoman Chamberlain. Councilwoman Chamberlain said she seconded the motion with the understanding that the church would obtain all necessary permits. Mayor Drabczuk then entertained discussion from the floor. After a lengthy discussion by Councilmembers and Mr. Jim Bratton, a resident, the motion passed on a vote of 3 to 2. Councilmembers Skelly and Leach voted no, and Councilmembers Frey, Chamberlain and Kendrick voted yes.

G. Authorization to Sell/Discard Lawn Mower Purchased in 1982: On the recommendation of the Manager, a motion was made by Councilman Kendrick, seconded by Councilwoman Chamberlain to sell or dispose of the Lawn Mower. The motion was approved unanimously.

H. Approval of Signage for Sea Way Boat Ramp: Counsel McInnis reviewed the draft of signage for the Boat Ramp. He explained that Councilwoman Frey had prepared an initial draft. Motion made by Councilman Kendrick, seconded by Councilwoman Frey, to have the Town Manager obtain and install a sign about the same size as signs in Town parks. The Motion was approved unanimously. (Listen to tape again)

I. Progress Report on No Wake Zone: Manager Bell reviewed with the Council a letter he had drafted to the Florida Marine Patrol concerning the No Wake Zone. The Manager invited Council review of the letter. He then informed the Council that Mr. Donald Olsen wanted to address the Council. Mr. Olsen distributed a petition that he said was signed by four hundred persons who opposed the No Wake Zone. In his remarks to the Council, Mr. Olsen said that he also had another petition that would be presented to an appropriate agency. Mr. Olsen also said that if signs was posted in the bayou there would be accidents and the Town would be liable. Motion made by Councilman Skelly, seconded by Councilwoman Frey, to authorize the Manager to send the letter after minor editing. Motion approved 4 to 1 with Councilwoman Chamberlain opposed.

J. Double Taxation Study: Councilman Kendrick gave a brief summation of the Double Taxation study he had obtained. He said he would like the other Councilmembers to look at it and discuss it at a future workshop.

#### 7. Engineer's Report (Action Item)

A. Triangle at Opp, Garnett and Troy. Engineer King distributed plans to the Council on options for slowing traffic on Opp Blvd. After discussion by the Council and businessman Greg Keith, owner of Serigraphia, a motion was made by Councilwoman Chamberlain, seconded by Councilman Skelly, to direct the Engineer to obtain costs for the construction of the Triangle as proposed and present the costs at the next meeting. The Motion passed by a unanimous vote.

#### 8. Attorney's Report: No Report

#### 9. Manager's Report

A. Report on Replacement of Street Lights. About nine street lights have been replaced.

B. Cinco Bayou/Ft. Walton Beach reciprocity. Ft. Walton Beach is not interested.

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C. Additional Trash Cans at Boat Ramp. The trash cans will be installed soon.

D. Finance Analysis. The Manager reported that he will have the 1997 fiscal budget to the Council at its next meeting. He said he expects it to be a balanced budget, and, from a management point, it will not require an adjustment in the tax rate. The Manager then mentioned a recent allegation from Mr. Tom Leach concerning Town funds; an allegation that was mailed to the Mayor and Councilmembers only. The Manager expressed his thanks to the Mayor, the Mayor Pro Tem and the Councilmembers who reported the allegations to the Manager. Based on discussions with the Mayor, and advice from Legal Counsel, the Manager retained the services of Mr. Kevin Boyer, an accountant with Creel, Bryan and Gallagher to review and comment on the allegations. The Manager then introduced Mr. Boyer for his report to the Council on the allegations. Mr. Boyer addressed the Council and reported that all checks and deposits have been accounted for and properly recorded in the ledger books. In a response to a question from Councilman Skelly, Mr. Boyer explained that all funds are accounted for.

E. Engineer King reported to the Council that while following-up on a request by the Manager, the Engineer had contacted DOT concerning a broken grate on a manhole cover at Irwin and Eglin. He found that it belonged to the State and the State will correct the problem. Engineer King explained to the Council that he had borrowed flashing lights to put around the manhole and the Town should consider buying some flashing lights in case there was a future need for them. On a motion by Councilman Skelly, seconded by Councilwoman Chamberlain, the Manager was asked to secure costs for six lights and provide that information to the Council at its next meeting. The motion was approved unanimously.

F. Disaster Preparedness Seminars. Manager Bell reported that he and George Collins, Emergency Manager for Okaloosa County, will be conducting Disaster Preparedness Seminars in Town Hall on June 27, 1996.

Manager Bell reported to the Council the recent death of long-time Cinco Bayou resident Mr. Roy Kelly. The Manager explained the Council's tradition of acknowledging such deaths and asked direction on what the Council desired to do. Councilman Kendrick made a motion to donate \$100.00 to the YMCA, a favorite charity of the late Mr. Kelley. The motion was seconded by Councilwoman Chamberlain.. Motion was approved unanimously.

Manager Bell reported to the Council that it was his understanding that Broxson Moving and Storage was selling and going out of business. If such a sell happens, he said, the Town will have to find different storage facilities for its Christmas decorations. He reported that we may need to buy a storage shed.

10. Public Comments: Mrs. Ruth Usery addressed the Council about some concerns she had on Code Enforcement and a letter she had received from the Town.

Ms. Irene Basley addressed the Council and said people should have been called before the Town sent out Code Violation letters.

Mr. Jim Bratton addressed the Council and asked what process would be used to dissolve the Town of Cinco Bayou and have the entire community annexed into the City of Fort Walton Beach. Legal Counsel directed him to officials at the City of Fort Walton Beach.

11. Councilmembers Comments/Reports: Councilwoman Leach mentioned that her conversation with the Manager on why the Church was exempt from paying property taxes was apparently misunderstood and she had not intended for her question or statement to generate a brief.

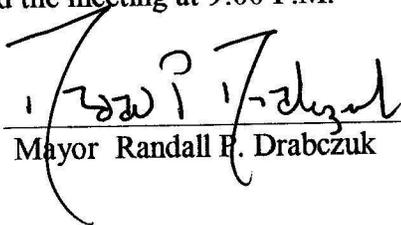
Councilwoman Frey requested that the asset portion of monthly financial statements be included in future reports.

Councilman Kendrick asked all Councilmembers to try and attend the Okaloosa County League of Cities dinner.

12. Correspondence: The Manager reported that the letters to the Council did not require action at this time, but he wanted the Council to be aware of the correspondence.

13. Mayor's Announcements. Mayor Drabczuk reminded everyone of the Potluck dinner at 6:30 PM on Tuesday June 18, 1996, which will be hosted by Mr. and Mrs. Eugene Broxson.

There being no further business, the Mayor adjourned the meeting at 9:00 P.M.

  
\_\_\_\_\_  
Mayor Randall P. Drabczuk

Attest:  
  
\_\_\_\_\_  
Elvin C. Bell Town Manager/Clerk

June 13, 1996

ABBIE TYNER

SADIE Robblee

Gene Bahley

Keith Bahley

Roy Terry

Ruth C. Terry

Joyce Watson

Tom Leace

Kevin D. Bowser

Jim Aretas

AN ORDINANCE OF THE TOWN OF CINCO BAYOU, FLORIDA AMENDING CHAPTER 20, ARTICLE II, OF THE TOWN'S CODE OF ORDINANCES RELATING TO TRAFFIC BY ADDING A NEW SECTION 20-27; PROVIDING FOR THE REGULATION OF PARKING ON PUBLIC RIGHT OF WAYS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

SECTION 1. That Chapter 20, Article II of The Code of Ordinances of the Town of Cinco Bayou, Florida is hereby amended by adding the following new Section 20-27:

**SECTION 20-27 Parking On Public Right-of-Ways.**

No person shall park a vehicle on a public right-of-way, except in locations authorized by the Town Council. As used in this Section, vehicle means every devise in, upon, or by which any person or property is or may be transported or drawn upon a street, road or highway. The Town Manager/Clerk shall cause signs to be erected implementing the provisions of this Section.

SECTION 2. SEVERABILITY. Each separate provision of this Ordinance is deemed independent of all other provisions herein so that, if any portion or provision of this Ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS. Ordinances and Resolutions of the Governing Body in conflict herewith are hereby repealed. This Section does not repeal any parking privileges previously granted by the Town Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption by the Town Council and signature of the Mayor.

ADOPTED this 13th day of June, 1996.

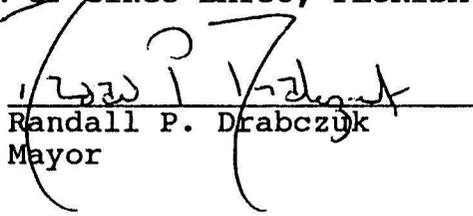
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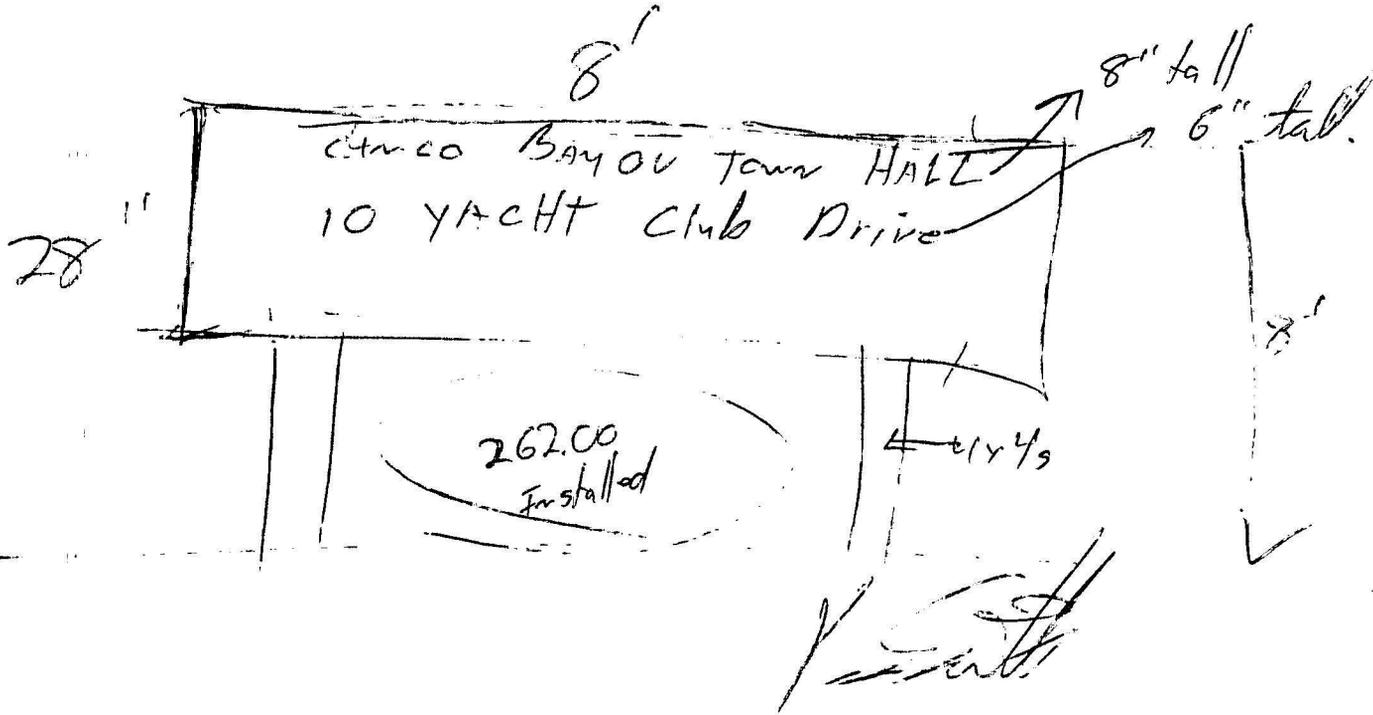
BY:

  
Elvin C. Bell  
Town Manager/Clerk

TOWN OF CINCO BAYOU, FLORIDA

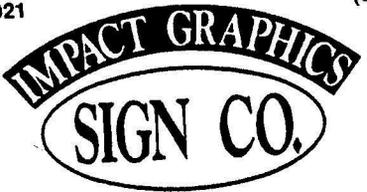
BY:

  
Randall P. Drabczyk  
Mayor



(904) 664-0021  
Phone

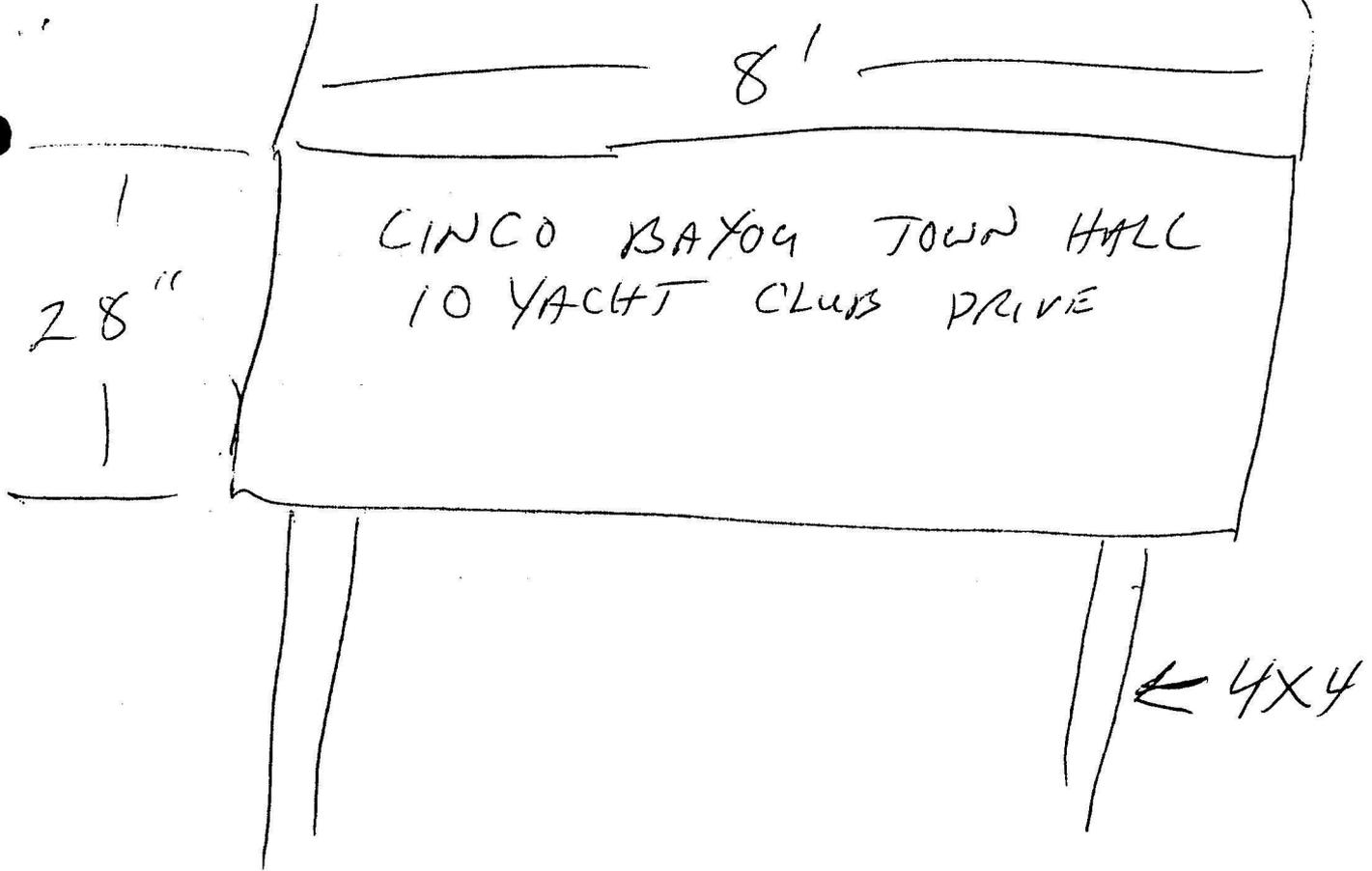
(904) 664-6758  
Fax



- NEON ■ ELECTRIC ■ PAINTED ■ FOAM ■ SANDBLASTED
- CARVED ■ ROUTED ■ PLASTIC ■ BANNERS ■ WINDOWS
- CRANE SERVICE ■

DOUG MORELAND

151 N.E. Eglin Parkway  
Ft. Walton Beach, FL 32548



8" LETTERS TOP  
6" LETTERS BOT TOM

6-D

6-4-96

# Panhandle Animal Welfare Society

752 Lovejoy Road NW  
Fort Walton Beach, FL 32548

Phone (904) 244-0196  
Fax (904) 664-0445

May 28, 1996

Mr. Elvin C. Bell, Town Manager  
Town of Cinco Bayou  
10 NE Yacht Club Drive  
Fort Walton Beach, FL 32548

Dear Mr. Bell,

In the assumption that you wish to continue your current animal control services, please find the enclosed proposed contract and supporting fact sheet. The population figures are as current as possible and were provided by the Bureau of Economic Development. As you may know, the process by which we arrive at costs is simply to total animal costs and divide that figure by the number of persons that we serve. The resulting per capita figure, currently \$1.87 per person per year, is multiplied by the number of persons in each municipal jurisdiction that we serve. We have found it to be a very equitable and straight-forward approach. If everything is to your satisfaction, please advise whether we should be prepared to appear for any necessary meetings in Cinco Bayou, and certainly if you wish any additional documentation or have questions. We will forward a statistical summary of animal control activity within sixty (60) days of the end of the current contract period for the FY 1995-96. We look forward to serving the citizens of Cinco Bayou again and to meeting with you, the residents and officials of your community. Please do not hesitate to call on us at any time if we can be of assistance to you.

Sincerely,



Brien Blankenship  
Executive Director

BB: chs

Enc: draft contract, cost summary  
cc: Board of Directors

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT, made effective as of the \_\_\_ day of June, 1996 by and between THE TOWN OF CINCO BAYOU, FLORIDA, a Florida Municipal Corporation whose address is 10 Yacht Club Drive, Fort Walton Beach, FL 32548 (hereinafter referred to as "Town") and GUARDIAN CORPORATION whose address is 103 Hollywood Blvd., N.W., Fort Walton Beach, FL 32548-4723 (hereinafter referred to as "Guardian").

WITNESSETH:

WHEREAS, the Town desires to provide for certain security and monitoring services to protect the health, safety and welfare of the residents, business owners and their properties located within the corporate limits of the Town; and,

WHEREAS, Guardian has experience in the area of security services and desires to provide such services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties do agree as follows:

SECTION ONE

Scope of Services

A. The work to be performed by Guardian under this Agreement includes the providing of security and patrol services within the corporate limits of the Town of Cinco Bayou, Florida during the initial term of this Agreement and any renewals thereof. The services shall be provided (7) days per week beginning on the Commencement Date as provided for herein, unless prior arrangements have been made with the Town Manager/Clerk. Said services shall include at a minimum the following duties and responsibilities:

(i) Guardian shall be responsible for securing and locking the municipal parks located within the Town including Francis Park, Laguna Park, and Glenwood Park. The parks shall be secured and locked each evening, (7) days per week, at 8:00 p.m. or at such other time as may be established by action of the Town Council of the Town from time to time. Additionally, Guardian shall be responsible for opening the municipal parks located within the Town at 7:00 a.m. or at such other time as may be established by action of the Town Council of the Town from time to time, on those days on which Town Hall is closed for business including weekends and holidays.

(ii) Guardian shall provide patrol services in and about the corporate limits of the Town on a time schedule (7) days a week for a minimum of eight (8) continuous hours per night as established by the Town. During such patrols Guardian shall be responsible for reporting any incidents that threaten the health, safety, or welfare of any persons or property located within the

Town limits to the Okaloosa County Sheriff's Department either directly or through its 911 emergency operations system. During the course of each nightly patrol, each business establishment within the Town shall be physically checked to ensure that each entryway into the business is locked. Guardian shall conduct all patrols in a radio equipped marked vehicle and all security officer(s) shall be appropriately uniformed to clearly identify themselves as a security provider. The security officer(s) shall not be armed with any weapon during the course of providing services under this Agreement within the Town limits. Security officer(s) of Guardian is not expected nor encouraged to engage in any physical contact with any perpetrator that may be discovered during the course of patrol services under this Agreement.

(iii) Guardian shall provide written reports on a daily basis directly to the Town Manager/Clerk fully setting forth the schedule that was maintained by Guardian during the reporting period and providing a daily log of activities and incidents noted during the course of either park opening or closure or patrol services. Additionally, Guardian shall immediately report to the Town Manager/Clerk on a twenty-four (24) hours a day basis any significant acts discovered during the course of patrol services hereunder which are a threat to the health, safety, or welfare of any persons or property located within the Town limits. The Town Manager/Clerk shall provide appropriate phone numbers to Guardian for communications both during working hours and after hours for the purposes of this reporting requirement.

(iv) In the performance of the services hereunder, Guardian shall provide direct supervision of its security officer(s) at all times. In addition to on-site supervision and roving patrol supervision, Guardian staff officers shall make periodic and unannounced inspections of all assigned security personnel. Guardian shall provide continuing training for its security personnel, and shall ensure that all security officer(s) assigned to duty in the Town are indoctrinated on the requirements of this Agreement and the standards of service for the Town.

## SECTION TWO

### Payment

For the services specified in this Agreement, the Town shall pay Guardian the sum of Nineteen Hundred Dollars (\$1,900.00) per month payable within ten (10) days of invoice each month for services to be provided during that month. Guardian shall be fully responsible for the withholding of State or Federal Income Taxes, the payment of Florida Sales tax, and any and all other tax liabilities imposed upon it as a result of this Agreement and hereby covenants to save the Town harmless from any and all liability for any such payments or obligations that may be imposed upon the Town during the term of this Agreement or subsequent to its termination.

SECTION THREE  
Term of Agreement

A. The services to be provided under and pursuant to this Agreement will begin on the 1st day of July, 1996 ("Commencement Date"), at 8:00 p.m. Central Standard Time. This Agreement shall be for an initial term of three (3) months. At the expiration of the initial term of three (3) months (September 30, 1996), this Agreement may be renewed by mutual agreement of the parties. This Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of such termination.

B. In the event of termination, the Town shall be obligated to pay a pro rata rate for only those days on which services are performed by Guardian through the effective date of termination.

SECTION FOUR  
Relationship of Parties

Neither Guardian or any of its personnel are to be considered as agents or employees of the Town for any purpose, and will not be entitled to any of the benefits the Town provides for its employees including, but not limited to, health insurance coverage, workers compensation insurance coverage and unemployment insurance.

SECTION FIVE  
Furnishing of Equipment

Guardian shall furnish, at it's own expense, all uniforms, equipment and vehicles, including fuel, necessary to carry out the terms of this Agreement.

SECTION SIX  
Liability

The work to be performed under this Agreement will be performed entirely at Guardian's risk, and Guardian assumes all responsibility for the safety and protection of its personnel in the performance of this Agreement.

SECTION SEVEN  
No Assignment

Neither this Agreement nor any of the duties and responsibilities or interests therein, or any claim thereunder, shall be assigned or transferred by Guardian to any party or parties.

SECTION EIGHT  
Indemnification and Insurance

A. Guardian does hereby indemnify and hold harmless and will defend the Town against all claims and suits by third parties for the loss of or damage to property, personal injury (including death), to persons, and from all judgments recovered therefor, and from all expenses for defending such claim(s) or suit(s), including court costs and attorneys fees, which results from the negligent acts, errors or omissions of Guardian, its agents or employees.

B. Guardian shall maintain during the full term of this Agreement, and for a period of not less than four (4) years thereafter, a policy of Commercial General Liability Insurance with a responsible underwriter authorized to do business in the State of Florida to be written on an occurrence basis with a minimum limit of liability of \$\_\_\_\_\_. Guardian's insurance will name the Town as an additional insured. Guardian shall also maintain workers compensation insurance for its employees as required by Florida law and a Comprehensive Automobile Insurance Policy with a combined single limit of \$1,000,000.00 for each occurrence. Guardian will furnish to the Town, promptly following the execution of this Agreement, certificates evidencing the maintenance of said insurance. Such certificates shall provide that there shall be no termination, non-renewal or expiration of such coverages without thirty (30) days prior written notice to the Town.

SECTION NINE  
NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement or such other address as may be hereafter be specified by notice in writing.

SECTION TEN  
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION ELEVEN  
GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. It is further agreed that jurisdiction for any claims or actions under this Agreement shall be in the First Judicial Circuit

in and for the State of Florida with the specific venue lying in the courts in and for Okaloosa County, Florida for any such proceeding.

SECTION TWELVE  
ATTORNEYS FEES AND COURT COSTS

In any action, suit or proceeding to enforce or interpret the terms of this Agreement, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings..

SECTION THIRTEEN  
ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below to be effective on the date and year first above written.

THE TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Elvin C. Bell  
Town Manager/Clerk

BY: \_\_\_\_\_  
Randall P. Drabczuk, as its  
Mayor

GUARDIAN CORPORATION

ATTEST:

BY: \_\_\_\_\_  
print name: \_\_\_\_\_  
Corporate Secretary

BY: \_\_\_\_\_  
Charles E. McDaniels, as  
its President