Town of Cinco Bayou, FL
Minutes of Council Meeting
July 11, 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
Jim Kendrick
Carolynn Leach
Joseph Skelly
Mayor Randy Drabczuk

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

3. Council Approval of Agenda. The Mayor announced that two items should be added to the Agenda. The Audit contract proposals should be listed at 4-E and the EWS contract amendment should be listed as 4-F. The Manager announced that item 4-C is still being reviewed by the accountant and it would be presented at the next meeting. On a motion by Councilmember Chamberlain, seconded by Councilmember Skelly, the Agenda was approved unanimously.

4. Consent Calendar:

A. On a motion by Councilmember Chamberlain, seconded by Councilmember Leach, the Minutes of June 13, 1996, were approved. The vote was unanimous.

B. On a motion by Councilmember Chamberlain, seconded by Councilmember Kendrick, the Minutes of July 2, 1996, were approved. The vote was unanimous.

C. Item postponed.

D. On a motion by Councilmember Chamberlain, seconded by Councilmember Kendrick, the Resolution protesting the closure of the Crestview Flight Service Station was approved on a unanimous vote.

5. Action Items:

A. Reading of Letter of Resignation from Mrs. Nancy Frey and Appointment to fill the vacancy. The Mayor read Mrs. Frey's letter of resignation from the Council. On a motion by Councilmember Kendrick, seconded by Councilmember Chamberlain, the resignation was accepted with regret. The Mayor announced that nominations were in order to fill the vacancy. Councilmember Joe Skelly nominated Mr. Cameron Bryan Beard. There were no other nominations. Councilmember Chamberlain moved that nominations be closed, seconded by Councilmember Kendrick. The motion passed by a unanimous vote. Councilmember Skelly then moved to appoint Mr. Beard to the Council. The motion was seconded by Councilmember Chamberlain and was approved by a unanimous vote. Mr. Beard addressed the Council, briefly reviewed his background and appreciation for the Town of Cinco Bayou, and was then sworn into office by the Manager/Clerk. Mr. Beard then took his seat at the dais.

B. Consideration of Double Taxation Issue. The Mayor called on Councilmember Kendrick to review the issue. After the review, Councilmember Kendrick introduced Mr. Heyward H. Strong, President of the Okaloosa County League of Cities. Mr. Strong addressed the Council on the subject of double taxation. He explained that it was the League's position that the current method of ad valorem taxation and budget appropriations makes no distinction in the tax budget between the incorporated and unincorporated property owners for law enforcement services provided by the Sheriff's Office, and, thereby, constitutes dual taxation. Mr. Strong encouraged the Council to join the League's position and help resolve this issue by creating a Municipal Services Taxation Unit (MSTU) in the unincorporated area to provide for such services. After Council discussion, Councilmember Skelly made a motion, seconded by Councilmember Kendrick, to accept Mr. Strong's recommendation and call for an MSTU. The motion passed 4 to 1 with Councilmember Chamberlain opposed.

C. Cost for road hazard signs. The Manager announced the costs for six road hazard signs, as requested by the Council, would cost $293.85. Councilmember Skelly moved, seconded by Councilmember Chamberlain, to approve the purchase. The vote was unanimous.

D. Security Contract. Manger Bell and Counsel McInnis presented the topic. After Council discussion, it was agreed that the Manager would send a letter to the new potential security contractor and coordinate the final details of a contract and future start day, per Council approval. In the meantime, Town security would continue under the present contractor.

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E. Audit Contract. The Manager explained that two proposals were received. One proposal, however, did not meet provisions of the RFP because it was delivered unsealed. After Council discussion, Councilmember Chamberlain moved, seconded by Councilmember Skelly, to reject the bids and re-advertise for new bids. The motion passed by a unanimous vote.

F. Environmental Waste Systems (EWS) Franchise Ordinance Amendment. Counsel McInnis explained that he continues to provide general legal representation for EWS. He further advised that he had not participated in the discussions or negotiations between EWS and the Town Manager regarding the proposed Ordinance to amend the current EWS Franchise. The Town Manager confirmed for the record that Mr. McInnis had not participated in the negotiations or discussions but had simply prepared a draft of the proposed Ordinance in accordance with the Town Manager's instructions. Mr. McInnis requested that the Council advise him of any objections it had to his continued work on the Ordinance amending the Franchise. The Council had no objections and on motion by Councilmember Chamberlain, seconded by Councilmember Skelly, the Council acknowledged Mr. McInnis' continued representation of EWS and the Town, and specificially waived any potential conflicts of interest that might exist because of these professional relationships in regard to continued work on the proposed Ordinance to amend the Town's current Solid Waste Franchise. The Motion passed unanimously. On a motion by Councilmember Chamberlain, seconded by Councilmember Leach, the Council authorized the advertising of the proposed Ordinance to amend the current Solid Waste Franchise and the scheduling of appropriate public hearings. The vote was unanimous.

6. Engineer's Report (Action Items):

A. Triangle at Opp, Garnett and Troy. Engineer King reviewed the construction costs the improvement at the Opp, Garnett and Troy intersection. He advised the Council that the Engineer's estimate for the cost was $9,659.10 plus the cost for sidewalk(s). On a motion by Councilmember Skelly, seconded by Councilmember Chamberlain, the Engineer was directed to proceed with securing bids.

B. Capital Improvement List. After Council discussion, the Manager suggested that the Council consider the list while holding Workshops/Hearings on the 1997 Fiscal Year Budget. The Council agreed.

C. Opp Boulevard Drainage. Mayor Drakczuk asked the Engineer why previous Council direction to the Engineer regarding the resolution of the drainage problem had not been completed. Following discussion, Councilman Skelly made a motion to direct the Engineer to proceed on the project and complete the job on schedule. The motion was seconded by Councilmember Chamberlain and passed by a unanimous vote.

7. Attorney's Report. None.

8. Manager's Report. The Manager distributed copies of the proposed 1997 Fiscal Year Budget and presented the Council with a brief description of the Line Item/Management By Objective Budget and suggested that the Council schedule a Budget Workshop. After Council discussion, Councilmember Skelly made a motion to hold the Workshop on August 1, 1996, at 6:00 p.m. The Motion was seconded by Councilmember Leach. It passed by a unanimous vote.

9. Public Comments. Mr. Jim Bratton addressed the Council with his concerns regarding improvements/parking at the Cinco Baptist Church.

10. Councilmember Comments/Reports. Following discussion on the improvements/parking at the Cinco Baptist Church, Councilmember Skelly submitted a motion to invite Mr. Roy Terry, Administrator of the Church, to appear at the next Council meeting and address some questions/concerns the Council may have regarding the improvements/parking. The motion was seconded by Councilmember Chamberlain. It passed on a vote of 4 to 1 with Councilmember Kendrick opposed.

11. Correspondence. None.

12. Mayor's Announcements. The Mayor reminded the Council and members in the audience that the next Town Hall potluck dinner will be held at 6:30 p.m. on July 16th. He invited everyone to attend.

13. The Mayor called for any further business, and hearing none, adjourned the meeting at 7:57 p.m.

Randall P. Drabczuk, Mayor

Attest:

Elvin C. Bell
Town Manager/Clerk

July 11, 1996 Council Meeting

ABBIE TYNER
SADIE ROBBLEE
GeNe BRXSON
Irene Bahley
HH STRONG JR City of VALPARAISO
[illegible]
Chris Schaeffer
BRYAN BEARD
Laura Monroe
Carolyn Cratzer
Kim & Dutch Payne
Jim Bratton
Eli Kelly

RESOLUTION NO. 96-4

A RESOLUTION PROTESTING THE CLOSURE OF THE CRESTVIEW FLIGHT SERVICE STATION IN FEBRUARY 1997; CONTESTING THE FAA CONCEPT THAT THE REQUIRED SERVICES CAN BE PROVIDED MORE EFFICIENTLY BY THE GAINESVILLE FACILITY; REMINDING THAT FAA AUTHORITIES ORIGINALLY ADVISED THAT LOCAL STATIONS WOULD NOT BE CLOSED DOWN UNTIL EQUAL OR BETTER SERVICES COULD BE PROVIDED BY THE NEW CONSOLIDATED AREA STATIONS; PROVIDING FOR THE CRITICAL NEED FLIGHT SERVICE AND WEATHER OBSERVATIONS OF THIS AREA DUE TO THE UNIQUE AND SEVERE WEATHER PATTERNS ENCOUNTERED IN THIS REGION OF FLORIDA; PROVIDING FOR NOTICE OF PROTEST TO THE UNITED STATES SENATORIAL AND CONGRESSIONAL REPRESENTATIVES, FEDERAL DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION AGENCY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FAA plans are underway to close down the Crestview Flight Service Station in February 1997; and

WHEREAS, FAA plans to task the Gainesville Facility with providing equal or better service by the new consolidated are station concept; and

WHEREAS, there is a constant need for the Crestview facility to be an active operation because of the unique and severe weather patterns experienced in this part of Florida which does not occur elsewhere in the State; and

WHEREAS, FAA has worked several years to develop and certify automatic weather observations and reporting systems to be installed at Crestview in November 1996 while a similar one installed at nearby Destin airport several years ago still does not function correctly and is not certified for use by commercial operations.

WHEREAS, it is illogical from an economic viewpoint to close the Crestview Facility and move the operation to Gainesville when they were designated by the FAA Southern Region as Flight Service Facility of the Year for 1994 and received the FAA ATH Service Award for 1996.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL IN REGULAR SESSION ASSEMBLED THERETO THAT:

1. The City protest the closure and transferal of flight services and weather observation capabilities to Gainesville because it denies commercial operations support due to "equal or better service" not being available in this area.

2. Transferring an acclaimed FAA Facility to an area of Florida which does not undergo unique and severe weather patterns relative to flight operations does not make economic sense.

3. The failure to work properly and lack of certification by the automatic weather observation and reporting system at the nearby Destin Airport to support commercial operations is further evidence that the closure of the Crestview Facility should be delayed until the year 2000.

4. A copy of this Resolution be provided to Senatorial and Congressional Representatives, the Federal Department of Transportation and the Federal Aviation Agency as an expression of the Town's opposition to the closure of the Crestview Facility.

Passes and adopted this 11th day of July 1996.

_____
Randall P. Drabczuk
Mayor

Attest: _____
Elvin C. Bell
Manager/Clerk

TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE (CINCO BAYOU)
FT. WALTON BEACH, FLORIDA 32548-4436
904-244-2712
FAX 904-244-9188

Mayor:
RANDALL P. DRABCZUK

Council Members:
RENÉ CHAMBERLAIN
NANCY FREY
JIM KENDRICK
CAROLYNN H. LEACH
JOSEPH P. SKELLY

Town Manager/Clerk:
ELVIN C. BELL

Town Attorney:
C. JEFFREY McINNIS

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June 27, 1996

Nancy Frey
12E Lucile Street
Fort Walton Beach, FL 32548

In Re: Receipt of Resignation

Dear Nancy,

This will confirm that I have received your resignation as a member of the Town Council for the Town of Cinco Bayou, Florida. The effective date of your resignation was June 12, 1996.

This will confirm that we have delivered a copy of your resignation to the office of the Supervisor of Elections in and for Okaloosa County, Florida and will include a copy of the resignation in the next Agenda package for the Cinco Bayou Town Council. We appreciate the service that you have provided to the Town and wish both you and your family the very best in the future.

Sincerely,

RANDALL P. DRABCZUK
MAYOR

June 19, 1996

Dear Mayor, Council Members, and Citizens of Cinco Bayou,

I hereby submit my resignation, effective immediately, as council member of the town of Cinco Bayou. My family is putting our home on the market this week, and I feel it would be inappropriate for me to continue to serve under these circumstances.

I will always consider it an honor to have been elected to this position. It was my desire to try to give back to my hometown, which gave me so much pleasure for so many years. I hope that this community has benefitted from my short service in some way. I thank those of you who have supported me and shown me so many kindnesses.

Sincerely,

Nancy S. Frey

Nancy S. Frey

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AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT, made effective as of the ___ day of July, 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 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. Additionally, Guardian shall be responsible for opening the municipal parks located within the Town 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 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 the doors and windows of

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the businesses are locked except on any nights when the patrol is overburdened handling documented incidents and/or house watch checks. In that event the businesses which do not get checked will be the first to be checked on the following night. Guardian shall conduct all patrols in a radio equipped marked vehicle and all security officers shall be appropriately uniformed to clearly identify themselves as a security provider. The security officers shall not be armed with any firearm during the course of providing services under this Agreement within the Town limits. Security officers of Guardian are not expected nor encouraged to engage in any physical contact with anyone within the Town. Security Officers are expected to use only the necessary force to protect themselves from personal harm.

(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. The Town will designate and provide a drop-off point for the nightly reports prepared by the security patrolman. 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 officers 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.

(v) In case of incidents occurring in Town businesses or involving domestic disputes in residences during nightly patrols, Guardian's responsibility is only to report such incidents to the Okaloosa County Sheriff's Department.

(vi) If Guardian is required to perform house watch checks (short duration only), Guardian will provide the Town with an appropriate form for requesting this type of service. It will be the Town's responsibility to receive requests from individual residents and to provide the completed forms to Guardian prior to the nightly patrol.

(vii) All requests for special services or changes in the services called for under this Agreement shall be communicated on behalf of the Town by the Town Manager/Clerk directly to the President of Guardian or his designee. No other agent or official of the Town shall give instruction to employees of Guardian during the performance of their duties under this Agreement.

SECTION TWO
Payment

A. For the services specified in this Agreement, the Town shall pay Guardian the sum of Nineteen Hundred Dollars ($1,900.00) per month for services to be provided during that month. Payment for services rendered under this Agreement shall be due and payable on the tenth day following the billing date and shall be considered delinquent on the twentieth day following the billing date. All amounts delinquent shall be charged interest at the rate of 1.5% per month. Guardian shall be fully responsible for the withholding of State or Federal Income Taxes, 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. The Town will provide Guardian with its state sales tax exemption number.

B. Guardian shall have the right at any time, upon written notification to the Town, to renegotiate existing rates of payment based upon the fluctuation in operating costs or revisions in the "cost of living index" or wage and hour increases. Failure to reach a satisfactory agreement as to a renegotiated rate shall serve to void this contract at the option of either party to this Agreement.

SECTION THREE
Term of Agreement and Termination

A. The services to be provided under and pursuant to this Agreement will begin on the ___ day of July, 1996 ("Commencement Date"). 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 for a term of one year which term may thereafter be annually renewed for like periods of one (1) year by mutual agreement of the parties.

B. This Agreement may be terminated by either party with cause. If Guardian should fail to perform any services required hereunder, the Town shall give Guardian written notice of such failure and shall allow Guardian thirty (30) days to correct the stated deficiencies. If said deficiencies are not corrected within thirty (30) days, the Town, at its option, may terminate this

Agreement. Such termination shall not affect any rights or obligations of the Town or Guardian which may have occurred prior to the termination.

C. 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
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 without the consent of the Town, which may be withheld at the Town's sole discretion.

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. As purchaser of security serviced under this Agreement, the Town

agrees to and understands that Guardian Corporation is not an insurer. Guardian does not represent or warrant that the security service cannot be compromised or circumvented. Guardian does not represent or warrant that the security service will prevent the loss or damage to the property or premises of the Town of Cinco Bayou. The Town acknowledgs and understands that the rates set forth in ths Agreement are based solely on the value of the service provided, and in case of failure to perform such service, and any result loss Guardian Corporation's liability to the Town of Cinco Bayou, shall be limited to amounts not to exceed the limits of protection outlined in the insurance certificates provided by Guardian, which are attached and form a part of this Agreement. These amounts are $1,000,000.00 per occurrence for services rendered.

B. Guardian shall maintain during the full term of this Agreement 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 $1,000,000.00. Guardian shall also maintain workers compensation insurance for its employees as required by Florida law and a Comprehensive Automobile Insurance Policy with bodily injury coverage in the amount of $100,000.00 per person, $300,00 per occurrence and property damage coverage in the amount of $50,000.00 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 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 or defending 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
MISCELLANEOUS

The Town stipulates that no employee of Guardian shall be hired by the Town in any security or security related position during the individual's term of employment with Guardian, or for a period of one (1) year after termination of such employment, or for one (1) year from the date of the termination of this Agreement.

SECTION FOURTEEN
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

cinco\guardian.agr
revised 7/3/96

7B

TOWN OF CINCO BAYOU

Capital Improvement Listing 20-May-96

1. Francis Park:				
a. Enlarge parking area from 6 to 12 spaces & stripe				$2,000
b. Sea Wall repairs				$10,000
c. New Park Sign				$2,000
d. Repair fence between Kidd Bayou Oaks and Park				$750
e. Maintenance of retention pond				$500
2. Laguna Park:				
a. Replace fences on both sides				$10,000
b. Repair irrigation system/pipes/sprinklers				$3,000
c. Replace zone valve				$1,000
d. New Park Sign				$2,000
3. Leyenda Park:				
a. Paint Town Hall				$5,000
b. Paint railing around deck				$480
c. Repair drainage pipe				$2,000
d. Replace columns				$800
e. Replace front door				$800
4. Street Paving				
a. Opp Blvd	3520	4.5		$15,840
b. Opp Rd	1619.2	4.5		$7,286
c. Troy Street	3520	4.5		$15,840
d. Kelly	1760	4.5		$7,920
e. Luverne	3520	4.5		$15,840
5. Stripe all streets				$20,000
6. Street Repair				
a. Repair drainage under Yacht Club Dr., then repair street				$10,000
b. Replace drains on Opp Blvd				$5,000
c. Cost of redesigning triangle at Opp/Garnett/Troy				$2,500
7. Boat Ramp				
a. Sea Wall repairs, East and West of ramp				$2,000
TOTAL				$142,556

TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE (CINCO BAYOU)
FT. WALTON BEACH, FLORIDA 32548-4436
904-244-2712
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Mayor:
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Council Members:
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NANCY FREY
JIM KENDRICK
CAROLYNN H. LEACH
JOSEPH P. SKELLY

Town Manager/Clerk:
ELVIN C. BELL

Town Attorney:
C. JEFFREY McINNIS

June 17, 1996

Mr. Joe Lukaszewski
Executive Director
Young Men's Christian Association
1127 Hospital road
Ft Walton Beach, FL 32547

Dear Mr. Lukaszewski:

It is with great regret and sorrow that the Town of Cinco Bayou acknowledges the death of Mr. Roy J. Kelley, an early day pioneer who helped develop this community.

Mr. Kelley was a friend to all of us and an advisor to many. He was like a lode; an unlimited resource of information and historic data. We were all fortunate to have crossed his path, and we shall always be better persons because of that unique experience.

In recognition of his devotion and years of leadership to the YMCA, the Town Council desires to make a memorial contribution in Mr. Kelley's honor. Therefore, please accept the enclosed check in the amount of $100.00.

The Town desires the donation to be used to further the agenda so ably structured for the YMCA by Mr. Kelley.

Very truly yours,

Elvin C. Bell

Thank you so much for the memorial gift to the YMCA for Roy. He would be pleased.

RECEIVED 6-24-94

The family of
Roy Kelley
acknowledges with
grateful appreciation
your kind expression
of sympathy

Thelma, Howard
Cari + Families

CREEL BRYAN & GALLAGHER
CERTIFIED PUBLIC ACCOUNTANTS • A PROFESSIONAL ASSOCIATION

J. STEVE JAY, CPA
MARJORIE L. CUMMINS, CPA
GENE G. BARKER, CPA
JOSEPH W. HENDERSON, CPA

R. BRENTWOOD BRYAN, CPA
CONSULTANT

To the Honorable Mayor and
Members of the Town Council
Town of Cinco Bayou
10 Yacht Club Drive
Fort Walton Beach, Florida 32548

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

We have performed the procedures enumerated below, which were agreed to by the Town Manager, solely to assist you with respect to the accounting records of the Town of Cinco Bayou for the period January 1, 1996 through April 30, 1996. The request for this engagement is in response to a citizen's letter concerning reported cash balances. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

Procedure

With respect to the Barnett Bank operating account we have prepared a proof of cash for the period January 1, 1996 through April 30, 1996. This procedure reconciles all disbursement and deposit activity recorded in the general ledger with the activity shown on the bank statements.

Findings

January

Citizen's Comment

$1,650.90 error in January

Response

Our procedures revealed the following items:

- Check #9915 for $1,107.10 was not included on the Statements of Deposits and Payments.
- Check #9917 for $464.10 was not included on the Statement of Deposits and Payments.
- Check #9899 for $1,275 was actually written for $1,175.
- The reconciliation included on the Statements of Deposits of Payments was not mathematically correct.

Findings (Continued)

January (Continued)

Citizen's Comment

The $84,303.54 in the Barnett Bank MMA is represented as $51,173.72 on another January report.

Response

This amount is made up of two components. The first is the checking account with a balance of $33,129.82. The second is the money market balance of $51,173.72. On the bank statement, these two balances are listed separately and could have caused some confusion.

March

Citizen's Comment

$237.39 error in March deposits.

Response

Check #9993 for $237.39 was incorrectly listed as a deposit, instead of a disbursement.

April

Citizen's Comment

$8,230.07 error in April deposits.

Response

The citizen did not have the second page of the list of deposits and payments. All of the deposits and payments for the month of April were properly recorded and listed.

Procedure

We reviewed the Town's Statement of Deposits and Payments for mathematical accuracy for the months of January, February, March and April, 1996.

Findings

February

Checks #9915 and #9917 were included in February but were written in January.

Findings (Continued)

March

Check #9988 was on the list at $50.00 but was actually written for $150.00.
Check #1001 was listed for $253.01 but was written for $111.65.

April

The total on the reconciliation was not mathematically accurate resulting in the checking balance being incorrectly stated

We also noted that the financial reports presented to the Council were not in balance (debits do not equal credits). The presentation of accurate interim financial information is a critical element of the Town's system of internal control. The monthly financial report should be complete and prepared solely from information contained in the Town's general ledger system. It should be reviewed by a member of management prior to presentation to the Town Council.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the specified users listed above and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

Creel, Bryan & Gallagher

CREEL, BRYAN & GALLAGHER
Certified Public Accountants

June 7, 1996

RECEIVED 6-24-96

THE FLORIDA LEGISLATURE

OFFICE OF THE PRESIDENT

OFFICE OF THE SPEAKER

June 20, 1996

Dear Mayor and Council Members:

On behalf of the citizens of Florida, we want to thank the cities and counties which supported the Legislature's effort to bring greater public access to the lawmaking process. Your interest and support enabled people from across the state to see live, unedited coverage of House and Senate floor sessions and committee meetings on the Florida Channel.

We appreciate the many local governments which made space available for the Florida Channel on their access channels and hope to work closely with those local governments unable to broadcast the proceedings this year due to space and programming availability.

This precedent-setting effort to broaden public access to state government was an overwhelming success due in part to your enthusiasm and strong spirit of cooperation. We look forward to working with you in the future on expanding this project and hope we can count on your continued support and suggestions.

Sincerely,

James A. Scott

James A. Scott
President

Sincerely,

Peter R Wallace

Peter R. Wallace
Speaker

JAS/PRW/kc

SENATE 409 Capitol, Tallahassee, Florida 32399-1100 (904) 487-5229
HOUSE 420 Capitol, Tallahassee, Florida 32399-1300 (904) 488-1450

ORDINANCE NO. 169

AN ORDINANCE OF THE TOWN OF CINCO BAYOU, FLORIDA, AMENDING ORDINANCE NUMBER 153 WHICH GRANTED AN EXCLUSIVE FRANCHISE TO ENVIRONMENTAL WASTE SYSTEMS, TO OPERATE AND MAINTAIN SANITARY SERVICES FOR THE COLLECTION AND DISPOSAL OF GARBAGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN; AMENDING SECTION 4 OF SAID ORDINANCE TO DELETE THE PROVISIONS FOR RESIDENTIAL CONTAINER PICKUP AND ESTABLISHING A "BAG" ONLY PICKUP SYSTEM AT THE CURBSIDE; AMENDING SECTION 5 OF SAID ORDINANCE TO DELETE ALL REFERENCE TO THE "TAG" SYSTEM AND ESTABLISHING A "BAG" SYSTEM FOR RESIDENTIAL GARBAGE AND TRASH COLLECTION; AMENDING SECTION 6 TO DELETE THE RESIDENTIAL RATE STRUCTURE FOR THE "TAG" SERVICE; AMENDING SECTION 11 TO DELETE REFERENCE TO "TAGS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Town Council established and granted an exclusive residential and commercial solid waste franchise to Environmental Waste Systems by Ordinance Number 153; and,

WHEREAS, Environmental Waste Systems and the Town Council have agreed to convert the current residential garbage pickup system from a "tag and bag" system to a "bag" only collection system.

NOW, THEREFORE, BE IT ORDAINED by the Town of Cinco Bayou, Florida that:

Section 1. Section 4 of Ordinance Number 153 is hereby amended in its entirety to read as follows:

> "Section 4. Contractor will make twice weekly collection of garbage and trash throughout the corporate limits of the Town on a scheduled basis, i.e. Tuesday and Friday. Contractor shall pick up EWS Bags containing household waste placed by the customer at the curbside of the public roadway at the front of each residential dwelling only. Yard waste shall be collected once per week on Wednesday. Yard waste items including grass clippings, leaves, tree trimmings, branches and limbs, must be place curbside for pick up. Tree trimmings including branches and limbs shall be cut in three to four foot lengths and tied in manageable bundles. Yard waste will be picked up from bag customers only. Therefore an EWS Bag must be placed with the yard waste items."

Section 2. Section 5 of Ordinance Number 153 is hereby amended in its entirety to read as follows:

> "Section 5. Residential garbage and trash collection under this franchise shall be accomplished by using a "bag" system. This system provides that upon the purchase of official bags ("EWS Bags") provided by Environmental Waste Systems the customer shall be entitled to have the household waste, placed in such bags and carried to the curbside by the customer, picked up and disposed of by Contractor consistent with the terms of this franchise. Only those bags issued for purchase by Environmental Waste Systems will be picked up by the Contractor.
>
> The EWS Bags will be color coded with Environmental Waste Systems printed on the bags. The cost of the EWS Bag will include the cost of disposal of the garbage and/or trash contained in the bag. These bags may be purchased at the Cinco Bayou Town Hall or at the offices of Environmental Waste Systems. The rate schedule for the purchase of EWS Bags is provided in Section 6 herein."

Section 3. Section 6 of Ordinance Number 153 is hereby amended by deleting all reference to residential rates for tag service.

Section 4. Section 11 of Ordinance Number 153 is hereby amended in its entirety to read as follows:

> "Section 11. Contractor shall maintain an office at 108 Hill Avenue, Fort Walton Beach Industrial Park, Fort Walton Beach, Florida, with office hours from 8:00 a.m. to 5:00 p.m. on weekdays and 8:00 a.m. to 4:00 p.m. on Saturdays except on approved holidays, where customers may come in to purchase EWS Bags. The mailing address for Environmental Waste Systems is Post Office Drawer 929, Mary Esther, Florida 32569. Additionally, customers may purchase EWS Bags at the Cinco Bayou Town Hall during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday except on holidays."

Section 5. Severability. If any word, sentence, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Conflicting Ordinances and Resolutions. All Ordinances and Resolutions of the governing body in conflict herewith are hereby repealed.

Section 7. Effective Date. This Ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED this day of September, 1996.

THE TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

BY: _____
Elvin C. Bell as
Town Manager/Clerk (Seal)

BY: _____
Randall P. Drabczuk
Mayor

cinco\ordinance.ews