

TOWN OF CINCO BAYOU
SPECIAL COUNCIL MEETING
AUGUST 12, 1987

Mayor Laginess called the Special Council Meeting to order at 6:04 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLLCALL

Present: Mayor Laginess
Councilman Davis
Councilman Gage
Councilman Skelly

Absent: Councilwoman Buchanan
Councilwoman Dumka

| | | |
|---------------|-----------------|------------------|
| Also Present: | Manager Borchik | Attorney McInnis |
| | Alice Wyatt | Jim Shrine |
| | Sadie Robblee | Irene Balsley |
| | William Bell | Tom Stevens |
| | Jim Harkins | Jim Harkins, Jr. |
| | Glen Stevens | Lee Martin |

PUBLIC HEARING - ORDINANCE NO. 113 - An Ordinance amending Paragraphs 2.2 and 6.2, Ordinance 110 establishing the notice requirement for all workshop meetings as described in Section 3, "Notice Requirements", Ordinance No. 110. Attorney McInnis read the ordinance by title only. Councilman Skelly made a motion to accept the second reading of Ordinance No. 113, seconded by Councilman Davis. The motion was unanimously approved. Councilman Gage made a motion to adopt Ordinance No. 113, seconded by Councilman Skelly. The motion was unanimously approved on a roll call vote.

PUBLIC HEARING - ORDINANCE NO. 114 - An Ordinance regulating the time for sale of alcoholic and intoxicating beverages in the Town of Cinco Bayou. Attorney McInnis read the ordinance by title only. Councilman Gage made a motion to accept the second reading of Ordinance No. 114, seconded by Councilman Davis. The motion was unanimously approved. Councilman Skelly made a motion to adopt Ordinance No. 114, seconded by Councilman Davis. The motion was unanimously approved on a roll call vote.

The Special Meeting was adjourned at 6:08 PM.

COUNCIL AS COMMITTEE MEETING

REGULAR BUSINESS

1. Minutes - July 8 & July 15, 1987 - Councilman Skelly made a motion to accept the minutes of July 8 & July 15, 1987 and to place this item on the Consent Agenda, seconded by Councilman Davis. The motion was unanimously approved.
2. Financial Report - July 1987 - Councilman Gage made a motion to accept the Financial Report for July 1987 and to place this item on the Consent Agenda, seconded by Councilman Skelly. The motion was unanimously approved.
3. CENTEL Franchise - Following a short discussion concerning the franchise fee and utility taxes that would be received under the new reduced rates, the Council asked the Manager to obtain the latest estimates from CENTEL for next week's meeting.
4. Cinco Baptist Church Building Permit - Following a short discussion concerning the Church's latest proposal for the new addition, it was decided that this matter would be considered at the Planning & Zoning meeting following the Council as Committee Meeting.
5. Opp Boulevard Building Project. - Mrs Alice Wyatt was present to present her proposal for building Townhomes on Opp Boulevard. The Council agreed that the project would be an improvement to the Town but was concerned with the side yard setback for the units and asked that the proposal be examined to increase the space between the units. Mrs Wyatt will return at a later date.
6. Okaloosa Guidance Clinic Funding Request - Mrs Owens presented the Guidance Clinic's request for funding support and outlined several of the programs available through the Clinic. Councilman Skelly made a motion to grant the fund request of \$ 273.00 to the Guidance Clinic and to place this item on the Consent Agenda, seconded by Councilman Gage. The motion was unanimously approved.
7. Committee of 100 Funding Request - Following a short discussion, Councilman Gage made a motion to table this item until next week's meeting, seconded by Councilman Davis. The motion was unanimously approved.
8. FYE 1987 Audit - The Town Manager discussed the proposal submitted by Creel, Bryan & Gallagher. Councilman Gage made a motion to accept the proposal submitted by Creel, Bryan and Gallagher to conduct the FYE 1987 audit, and to place this item on the Consent Agenda, seconded by Councilman Davis. The motion was unanimously approved.

9. 1987 Population Estimate - The Manager explained the 1987 Population Estimate for the Town and suggested that the Bureau be asked to present their calculations upon which the population estimate is based before this estimate can be either agreed to or challenged. The Manager will contact the Bureau and obtain the necessary information.

10. Ocean City/Wright Fire Protection Contract. - The Manager asked for the Council's approval to renew the contract for the coming year. The Councilmembers indicated their satisfaction with their service and authorized the Manager to take the necessary actions to extend the contract for the coming year. This item will be on the September agenda for approval.

11. Attorney Contract - Councilman Skelly made a motion to accept the Attorney's contract for the coming year, with an amendment substituting "Planning and Zoning Board" for "Board of Adjustment" as necessary, and to place this item on the Consent Agenda, seconded by Councilman Gage. The motion was unanimously approved.

COUNCILMEMBERS REPORTS/COMMENTS

1. Mayor Laginess asked the Council to consider selecting a LOGO for the Town. Councilman Skelly suggested that the design be solicited from the citizens. The Mayor asked the council to consider this for further discussion at a later date.

2. Councilman Gage stated that he had a conflict with Wednesday Council meetings and asked that this item be placed on next week's agenda. Councilman Gage made a motion to place this item on the agenda, seconded by Councilman Skelly. The motion was unanimously approved.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME - Mrs Robblee asked that some action be taken to have the Town Sprayed for mosquitos as she had not noticed any spraying recently. The Manager will contact the County on this matter.

COMMITTEE REPORTS

1. Administrative Committee - No Report
2. Finance & Budget Committee - No Report
3. Comprehensive Plan Committee - Land Use Map. Councilman Gage advised the Council that the Land Use Map had been received, however, there is a conflict in the definitions used for the different housing areas. The definitions do not follow the Southern Building Code definitions and hence conflict with the Town's zoning codes. The Council agreed that the Town's map will reflect the Southern Building Code definitions and asked the Manager to so advise Mr. Goslin.

CORRESPONDENCE

1. Letter - Municipal Code Corporation - Councilman Skelly expressed concern that little has happened toward updating the Town's Codes. Mayor Laginess stated that Councilwoman Dumka will assist the Manager in then initial review and update as soon as she returns.
2. Letter - DCA, Repeal of Post Disaster Rule
3. Letter - WFRPC, Comprehensive Regional Policy Plan
4. Report - DCA Workshop

TOWN MANAGER'S REPORT

1. The proposal to place the reflective markers was presented with the option of marking only intersections, marking all streets except that portion of Yacht Club Drive between Eglin Parkway & Beal Parkway, or marking the entire Town. The Mayor suggested that the County be asked to mark their portion of Yacht Club Drive and to place the markers. A detailed cost estimate will be prepared for next week's meeting.
2. The present purchase policy is outdated and the Manager will prepare an updated version for next week's meeting.
3. The Audubon Society is anxious to dedicate the nature trail and they were advised that as soon as the plaque is received, they will be contacted. As soon as all estimates are received, they will be presented to the Council for their selection.

MAYOR'S ANNOUNCEMENTS - The Mayor advised the Council that he was departing in the morning on an Air Force Civic Leaders Tour and would report to Council upon his return.

There being no further business, the meeting adjourned at 7:50 PM.


Mayor

Attest:


Town Manager/Clerk

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

A Centel Company
1313 Blair Stone Drive
P.O. Box 2211
Tallahassee, FL 32316
Telephone 904 224 8142

CENTEL

RECEIVED
6/18/84

June 14, 1984

Mr. Al Borchik
Town Clerk
Town of Cinco Bayou
Fort Walton Beach, Florida 32548

Dear Mr. Borchik:

Enclosed is a draft of a proposed franchise ordinance to replace the existing ordinance which imposes an occupational license tax of three percent on the gross local exchange receipts of Central Telephone Company. The proposed ordinance exempts coin telephone and toll service revenues.

Also enclosed is a copy of Florida Public Service Commission Rule 25-4.110(6). Paragraph (6)(b) requires that all franchise fees be paid by the individual subscriber.

If you have any questions before our June 28 meeting with Charlie Evans, please call me at 599-1416.

Sincerely,

James Conoly
James Conoly
Regulatory Manager

WJC:bb

Enclosures

(c) The date and amount of deposit;

(d) Each transaction concerning the deposit such as interest payment, interest credited or similar transactions.

(7) Receipt for Deposit. — A non-transferrable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after ninety (90) days service, the subscriber is entitled to refund of any deposit over and above an amount equal to one month's local service plus two months' average toll service.

(8) Refund of deposit when service discontinued. — Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than forty-five (45) days after service is discontinued.

Specific Authority 364.20 FS. Law Implemented 364.30, 365.30 FS. History—New 12-1-68, Amended 4-1-69, 7-20-73, 9-31-76, 6-10-80, 8-19-80.

25-4.110 Customer Billing.

(1) Each company shall issue bills monthly. Each bill shall show the delinquent date, set forth a clear listing of all charges due and payable, and, not later than December 1, 1982, contain the following statement: "Itemization of local billing available upon request." Each company shall comply with reasonable requests from subscribers for such an itemized statement of charges.

(2) Each company shall make appropriate adjustments or refunds where the subscriber's service is interrupted by other than the subscriber's negligent or willful act, and remains out of order in excess of twenty-four (24) hours after the subscriber notifies the company of the interruption. The refund to the subscriber shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative; except that the refund shall not be applicable for the time that the company stands ready to repair the service and the subscriber does not provide access to the company for such restoration work. The refund may be accomplished by a credit on a subsequent bill for telephone service.

(3)(a) Bills shall not be considered delinquent prior to the expiration of fifteen (15) days from the date of mailing or delivery by the utility. However, the company may demand immediate payment under the following circumstances:

1. Where service is terminated or abandoned.

2. Where toll service is two (2) times greater than the subscriber's average usage as reflected on the monthly bills for the three (3) months prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) months, where the toll service is twice the estimated monthly toll service.

(b) The demand for immediate payment shall be accompanied by a bill which itemizes the charges for which payment is demanded or, if the demand is made orally, an itemized bill shall be mailed or delivered to the customer within three (3) days after the demand is made.

(c) If the company cannot present an itemized bill, it may present a summarized bill which includes the customer's name and address and the total amount due. However, a customer may refuse to make payment until an itemized bill is presented. The company shall inform the customer that he may refuse payment until an itemized bill is presented.

(4) Each telephone company shall include a bill insert advising each subscriber of the directory closing date and of the subscriber's opportunity to correct any error or make such changes as the subscriber deems necessary in advance of the closing date. Such notice shall be included in the billing cycle closest to sixty (60) days preceding the directory closing date.

(5) Where any undercharge in billing of a customer is the result of company mistake, the company may not backbill in excess of twelve months. Nor may the company recover in a ratemaking proceeding, any lost revenue which inures to the company's detriment on account of this provision.

(6) Franchise fees.

(a) When a municipality charges a company any franchise fee, the company may collect that fee only from its subscribers receiving service within that municipality. When a county charges a company any franchise fee, the company may collect that fee only from its subscribers receiving service within that county.

(b) A company may not incorporate any franchise fee into its other rates for service.

(c) Each company shall implement the provisions of this subsection at the time of its next general rate increase or decrease, or after the expiration of two years from the effective date of this subsection, whichever occurs first.

(d) This subsection shall not be construed as granting a municipality or county the authority to charge a franchise fee. This subsection only specifies the method of collection of a franchise fee, if a municipality or county, having authority to do so, charges a franchise fee.

Specific Authority: 364.20 FS. Law Implemented: 364.03, F.S. History: New 12-1-68, Amended 3-31-76, 12-31-78, 9-8-81, 5-3-82, 11-21-82.

25-4.111 Customer Complaints and Service Requests.

(1) Each telephone utility shall make a full and prompt investigation of all complaints and service requests made by its customers, either directly to it or through the Commission and respond to the initiating party within fifteen (15) days. The term "complaint" as used in this rule shall be construed to mean any oral or written report from a subscriber or user of telephone service relating to a physical defect, difficulty or dissatisfaction with the operation of telephone facilities, errors in billing or the quality of service rendered.

(2) Arrangements shall be made by each telephone company to receive customer trouble reports twenty-four (24) hours daily and to clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer and personal safety of utility personnel.

(3) If the use of service by any subscriber interferes unreasonably with the necessary service of other customers, such subscribers may be required to take service in sufficient quantity or of a different class or grade.

Specific Authority 364.20 FS. Law Implemented 364.03, 364.19, 364.20 FS. History—Revised 12-1-68, Amended 3-31-76.

25-4.112 Termination of Service by Customer. Any customer may be required to give reasonable notice of his intention to discontinue service. Until the telephone utility shall be notified, the customer may be held responsible for charges for telephone service.

Specific Authority 364.20 FS. Law Implemented 364.03, 364.19, 364.20 FS. History—New 12-1-68.

Ordinance No. _____

AN ORDINANCE GRANTING A FRANCHISE TO CENTRAL TELEPHONE COMPANY OF FLORIDA. A CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO USE THE PUBLIC STREETS, LANES, ALLEYS AND OTHER PUBLIC PLACES OF THE TOWN OF CINCO BAYOU, FLORIDA FOR THE PURPOSE OF ERECTING, MAINTAINING AND OPERATING LINES OF A TELEPHONE SYSTEM THEREON AND THEREUNDER AND PROVIDING FOR A FRANCHISE FEE AND PROVIDING AN EFFECTIVE DATE.

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

Section I: TERM & TERMINATION

That permission and authority are hereby granted to Central Telephone Company of Florida, its successors and assigns, hereinafter called the Company, a corporation created and existing under and by virtue of the laws of the state, upon the terms and subject to the conditions of this ordinance, to construct, erect, renew, repair, maintain and operate in, upon, along, across, under and over public ways of the municipality for the purpose of providing telephone communication services to the residents of Cinco Bayou of a quality commensurate with the Public Service Commission regulations. This franchise herein granted is an exclusive franchise. The term of the franchise is for a period of twenty (20) years from and after _____ (and thereafter until terminated as hereinafter provided). The Municipality reserves the right to terminate the franchise for breach of the terms of the franchise by the Company.

Section II: RELOCATION AT COMPANY EXPENSE

The Company agrees that in all cases (except as hereinafter expressly otherwise provided) where the municipality shall change the grade or width of any street, alley, or other public way, the Company will promptly and at its own expense, unless otherwise by ordinance provided, change or move its structures so as to

conform thereto, and further agrees to restore any and all public rights-of-way disturbed by the Company, to their original condition. The Company further agrees that it will, in advance of any paving or repaving of any street, alley or other public way, and upon reasonable notice thereof, install and construct, at its own expense, all conduit, vaults and manholes reasonably necessary for its future use in said street, alley, or other public way, so as to prevent, so far as possible, the disturbance by the Company of any pavement. The Company further agrees that all work outlined in this section will conform to the Southern Standard Building and Electrical Codes (as applicable.)

Section III: RESTORATION AFTER CONSTRUCTION

When any opening is made or work done in, on or under any street, alley, viaduct, elevated roadway, bridge or other public way, for any purpose whatsoever by the Company, said street, alley viaduct, elevated roadway, bridge or other public way shall be restored as promptly as possible to its original condition. Further, if required by the municipality, the Company will post a Blanket Permit Highway Bond in an amount mutually agreeable to the Company and the municipality.

Section IV: HOLD HARMLESS CLAUSE

The Company shall indemnify and save harmless the municipality from any and all damages, judgements, costs and expenses of every kind, which may arise or result by reason of or in consequence of the acts or neglect of the Company, its agents or servants to fully comply with the provisions of this ordinance, and will save and keep harmless the municipality from any and all damages, judgements, costs and expenses caused by, or incident to, or in any manner resulting from, the erection of such poles, the laying of such conduit, and the stringing, construction and operating of said cables, anchors, wires, and electrical conductors, vaults, laterals, fixtures

and equipment, and the maintenance thereof, provided prompt notice in writing of all claims for such damages, cost and expenses, and reasonable opportunity to defend against the same are given the Company by the municipality, together with all information thereon in its possession.

The Company agrees to carry liability insurance on all of its equipment, structures, hardware, etc., in the amount of at least \$1,000,000.00 per incident.

Section V: FRANCHISE FEE

The permission and authority herein granted is upon the express condition that the Company, as consideration therefor, and as compensation for the use herein granted of streets, alleys, viaducts, elevated roadways, bridges, and other public ways, shall pay into the municipal treasury (in addition to all other compensation provided for in this ordinance) a sum equal to _____percent of its gross operating revenues for local exchange services (excluding coin telephone service) rendered resulting from the use of its plant and properties within the municipality for the transmission of sound and signals or other means of communication by means of electricity.

Section VI: CHANGES IN FEES

Nothing contained in this ordinance shall be construed or taken as preventing the municipality whenever it shall be empowered by law to do so, from establishing, fixing, prescribing or regulating, any instruments, facilities or equipment, or regulating and controlling the plant, facilities, extensions, additions, betterments, equipment, appliances, services, rules, regulations, methods or practices.

Section VII: COLLECTION PROVISION

The Company hereby agrees to collect any and all franchise fees as are and may be required by this ordinance.

Section VIII: DEFAULT CLAUSE

In the event that the Company shall default in the observance or performance of any one or more of the agreements, duties or obligations imposed upon it by any of the provisions or conditions of this ordinance, and if any such default or defaults shall continue for a period of six months (exclusive of all times during which the Company may be delayed or interfered with, without its connivance, by unavoidable accidents, act of God or the public enemy, labor strikes or the orders or judgments of any commission or court entered in any suit or proceeding brought without its connivance) after written notice thereof to the Company from the municipality stating the alleged default on the part of the Company, then and in each and every such case the municipality in addition to all other rights and remedies allowed by law, shall be entitled to terminate the grant made to the Company under this ordinance.

Section IX: ANNEXATION PROVISION

The Company hereby agrees to provide service to any and all areas that may be annexed by the Town of Cinco Bayou. Service to all annexed areas should be available within six months of notification that a specified area has been annexed and is ready for service. If an area annexed is already being served by the Company, the Company will begin to collect all applicable franchise fees (as provided herein), within 60 days of notification. Any and all annexed areas will fall under the same terms and conditions of this ordinance as the current areas now located within the Municipality. The Municipality agrees to notify the Company of the names and addresses of the residents in newly annexed areas, within 30 days of the date of the annexation.

Section X: PERIODIC REVIEW PROVISIONS

The Company and the Municipality agree to meet through their designated representatives at five year intervals beginning with the fifth anniversary of the acceptance by the Company of this franchise, for the purpose of reviewing the provisions of this franchise in light of any technological or other pertinent changes which may have occurred since the granting of this franchise. In the event of any such change which impairs the fundamental purpose of this franchise, the parties agree to negotiate in good faith an appropriate modification of the franchise.

Section XI: FORCE OF ORDINANCE

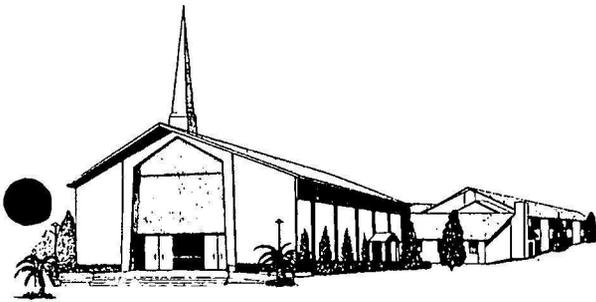
This ordinance shall be in full force and effect from and after its passage and approval, upon receipt of the Company's unconditional written acceptance thereof by the Town Clerk within thirty days after approval of this ordinance.

PASSED AND ADOPTED THIS ____ DAY OF _____.

Town of Cinco Bayou: _____

Attest: _____

Central Telephone Company of Florida: _____



CINCO BAPTIST CHURCH

26 YACHT CLUB DRIVE
FT. WALTON BEACH, FL 32548

(904) 243-7656

7 August 1987

Honorable Charles R. Laginess
Mayor, Town of Cinco Bayou
35 Kelly Avenue
Fort Walton Beach, FL 32548

Dear Mayor Laginess:

The Cinco Bayou Town Council and Cinco Baptist Church share the common goal of meeting the needs of all the residents of Cinco Bayou Township. Through our mutual efforts, much good can be achieved on behalf of those we seek to serve. It is for that reason our church has sought your approval to expand our physical plant to meet our current and projected needs.

The recent fire in our auditorium has given us cause to reassess more than just our physical plant needs. As a result of the reaction we received when we presented our original Request for Variance at the July 15, 1987 council meeting, we have taken a hard look at how we will handle traffic exiting our church property onto Kidd Street during the week and on Sundays. We believe our proposed traffic control plan which is attached will please those Kidd Street residents that have encountered traffic congestion associated with our After-School and Summer Day Camp programs. Additionally, we would like to discuss with you ways we can resolve your concerns regarding the use of Leyenda Park by our children. I am confident we can reach an agreement that will be mutually acceptable.

I would ask your most serious and favorable consideration of the substitute Request for Variance we have pending before you. As can be readily noted, our proposed expansion will not extend any farther toward Yacht Club Drive than the existing front entrance of our Fellowship Hall. This proposed expansion will present no safety or structural hazards for our community.

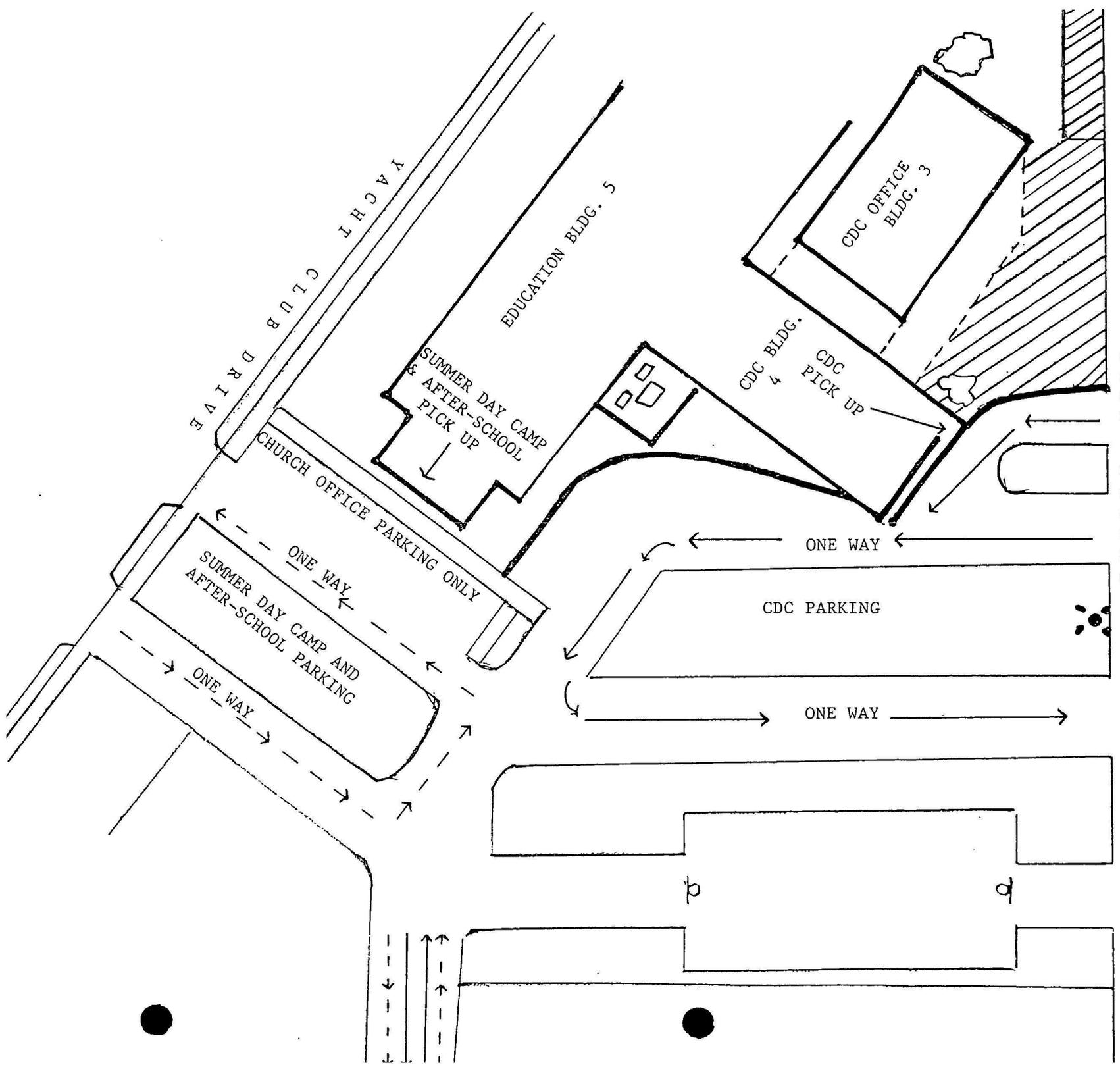
The members of Cinco Baptist Church have a vested interest in Cinco Bayou. We not only worship here, but we enjoy the recreational opportunities, and patronize the many fine businesses located within our community. Accordingly, I ask you to support us as we seek to serve in the way God is leading us.

Sincerely,

A handwritten signature in cursive script that reads "David E. Burton". The signature is written in dark ink and is positioned above the typed name.

David E. Burton
Pastor

lj
enc.



NO PARKING -
CONSTRUCTION ONLY

SOLID LINE - CDC
TRAFFIC

BROKEN LINE - SUMMER
DAY CAMP & AFTER
SCHOOL TRAFFIC

CHURCH DRIVE
YACHT CLUB DRIVE

CHURCH OFFICE PARKING ONLY
ONE WAY

SUMMER DAY CAMP AND
AFTER-SCHOOL PARKING
ONE WAY

ONE WAY

CDC PARKING

ONE WAY

KIDD STREET



RECEIVED
7/27/87
KBS
cy

ALICE W. WYATT
Licensed Real Estate Broker

July 27, 1987

Mr. Albert S. Borchik, Jr., Town Manager
Town of Cinco Bayou
35 Kelly Avenue
Fort Walton Beach, Florida 32548

Dear Mr. Borchik:

I am delivering herewith the following in regard to Lots 7 through 12, Cinco Bayou Subdivision on Glenwood Park:

Site Plan (includes lots 6, 13 & 14)
Plot Plan (typical)
Floor Plan
Elevation
Finish Schedule

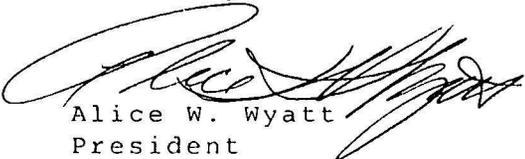
As you suggested, I would like to present my plans and ideas to the Town Council for their comments and then apply to the Board of Adjustments for whatever variances will be needed.

Appraisal of the project is in process now and I will share that information with you when it is available.

Please call me if further information is required.

As in most cases like this, I need to move as quickly as possible within the system and will appreciate any help and advice you can offer.

Sincerely,


Alice W. Wyatt
President

JANE WOOD Development/Cinco Bayou 6

R O O M F I N I S H S C H E D U L E

| <u>Name</u> | <u>Flrs</u> | <u>Wals</u> | <u>Clqs</u> | <u>Trims</u> | <u>Remarks</u> |
|----------------|-------------|-------------|-------------|--------------|----------------|
| Garage | A | J | N | V | Y |
| Greenhouse | C | * | * | V | Y |
| Porch | B | * | * | * | Y |
| Foyer | D | J | N | S,U | Y |
| Powder Room | D | J | N | U | Y |
| Living Room | E | J | N | S,U | Y |
| Dining Room | E | J,M | N | S,T,U | Y |
| Garden Room | H | J | N | U | W,Y |
| Kitchen | G | J | N | U | W,Y |
| Pantry | G | J | N | V | Y |
| Desk | G | J | N | S,V | Y |
| Hall | E | J | N | V | Y |
| Laundry | G | K | P | V | Y |
| Bedroom #2 | E | J | N | V | Y |
| Bath #2 | F | K | P | V | Y |
| Bedroom #3 | E | J | N | V | Y |
| Closets | E | J | N | V | Y |
| Master Bedroom | E | J | N | S,U | Y |
| Dress #1 | F | K | P | V | Y |
| Bath #1 | F | K | P | V | Y |
| Closet | E | J | N | V | Y |
| Screened Porch | B | * | * | * | * |
| Terrace | B | * | * | * | * |

INTERIOR FINISHES

Floors:

- A. Broom Finish concrete.
- B. Exposed aggregate concrete
- C. 8"x 8" quarry tile.
- D. 12"x 12" Cultured marble tile.
- E. Carpet with pad installed under a \$__./yard allowance.
- F. 6"x6" ceramic tile thin set in epoxy grout.
- G. 12"x 12" ceramic tile thin set in epoxy grout.
- H. Narrow strip hardwood, pickle stain and hand rub polyurethane finish.

Walls:

- J. 1/2" Gypsum board, tape, float, sand, prime, and paint 2 coats of interior latex paint of approved manufacturer.
- K. 1/2" "Green faced" water resistive gypsum board, tape, float, sand, prime, and paint 2 coats of interior latex paint of approved manufacturer.
- L. 1/2" Type "X" fire resistive gypsum board, tape, float, sand, prime, and paint 2 coats of interior latex paint of approved manufacturer.
- M. Wallpaper installed above chairrail under a \$__./roll allowance in lieu of 2 coats of finish painting.

Ceilings:

- N. 1/2" Gypsum board, tape, float, sand, prime, and paint 2 coats of interior latex paint of approved manufacturer.
- P. 1/2" "Green faced" water resistive gypsum board, tape, float, sand, prime, and paint 2 coats of interior latex paint of approved manufacturer.
- Q. 1/2" Type "X" fire resistive gypsum board, tape, float, sand, prime, and paint 2 coats of interior latex paint of approved manufacturer.
- R. Spray Texture in lieu of priming and painting.

Trims:

- S. Single piece 5 1/4" Crown molding at ceiling.
- T. Two piece chair rail.
- U. Single piece 5 1/2" base with detail edge.
- V. Single piece 3 1/2" base with detail edge.

Remarks:

- W. Turtle back ceiling with exposed beams.
- X. Cathedral ceiling.
- Y. 10' Ceiling height.

JANE WOOD Developers/ Cinco Bayou 6

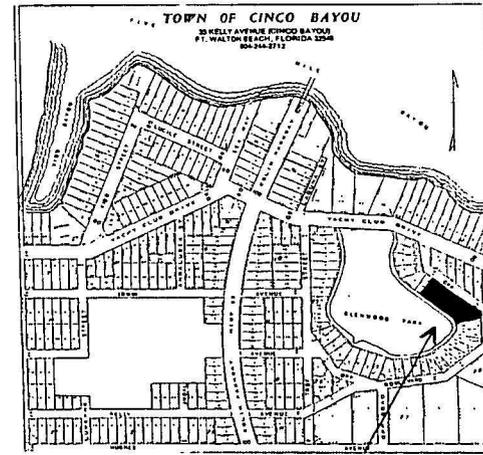
EXTERIOR FINISH SCHEDULE

- A. ROOFING: Elk Prestique II class "A" fiberglass roofing shingles. Install over 2 layers of 15# asphalt building felt, or as per manufacturer's recommendations.
- B. FLASHING: Install copper flashing and counter flashing at all possible leak points. Weave roof shingles together over flashing at roof valleys.
- C. EAVE TRIM: 5 1/4" eave trim as per detail.
- D. SOFFITS; 3/8" a/c exterior grade plywood with a continuous 2" screened, louvered soffit vent. Paint to match soffit color. "Black-out" all rafter tails and any other roof framing members visible thru soffit vent.
- E. EXTERIOR VENEER: Synthetic stucco, color as selected by owner. Alternate Veneer: Queen size brick veneer, color and pattern shall be selected by owner.
- F. EXTERIOR TRIM: Exterior wall trim shall be pressure treated 2 x 4 with synthetic stucco over.
- G. GREENHOUSE: Dark bronze anodized aluminum frame with double insulated glass. Greenhouse shall be vented.
- H. TERRACE WALL: 8"x 8"x 16" concrete masonry units laid in running bond with synthetic stucco veneer over.
- J. ATTIC POWER VENT: Thermostatically controlled power attic vent. Install on the back side of the main section roof section, below the ridge line.
- K. CHIMNEY: Wood framing with synthetic stucco. Chimney flue, spark arrestor and bird screen shall be included in cost of fireplace..



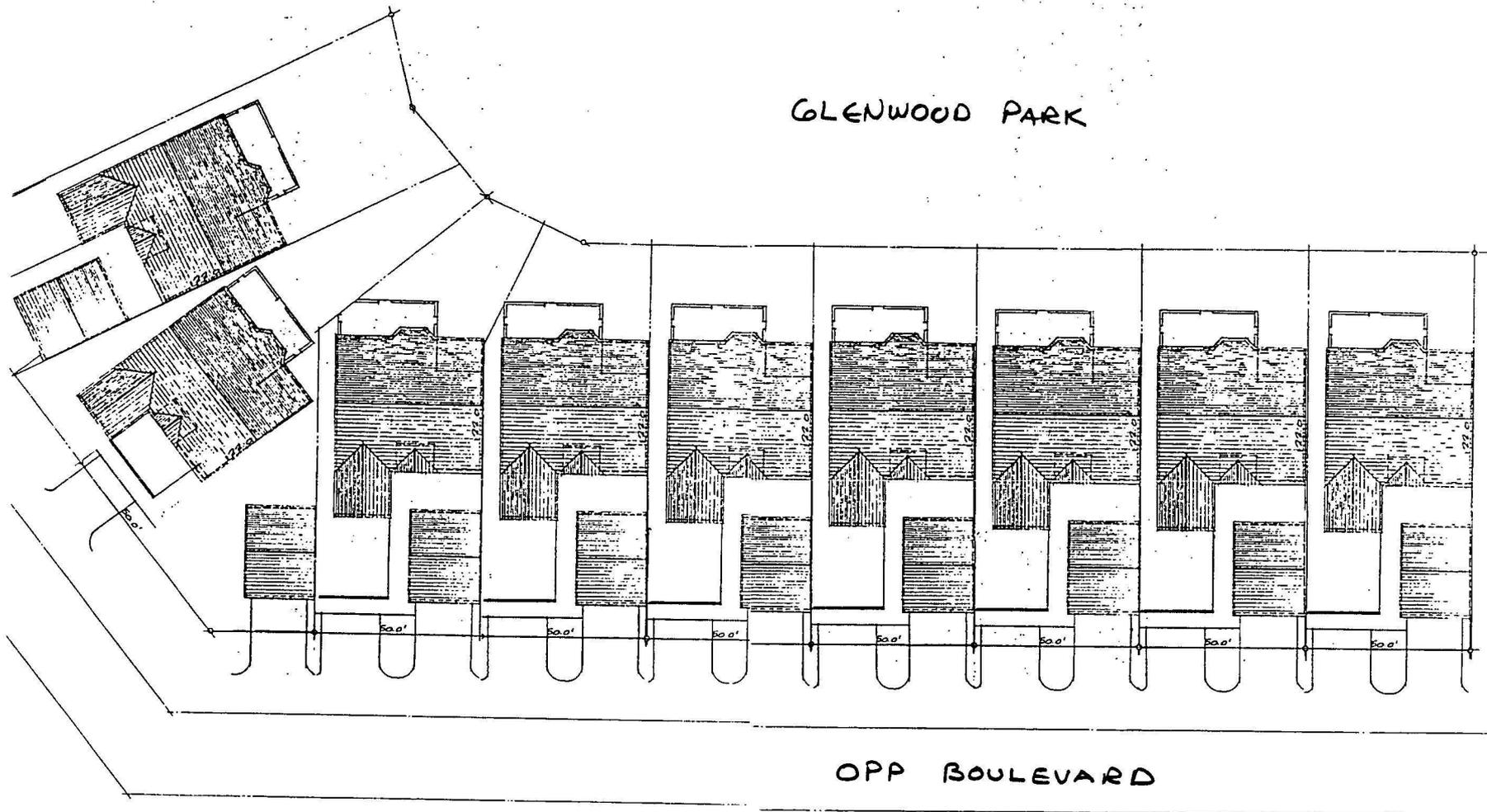
FRONT ELEVATION

scale 1/4":1'-0"

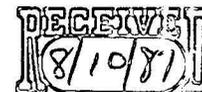


CONSTRUCTION SITE

GLENWOOD PARK



SITE PLAN scale 1":20'-0"



Okaloosa Guidance Clinic,

81 South Beal Parkway
P. O. Box 4157
Ft. Walton Beach, FL 32549

904/244-3844

ALCOHOL/DRUG CENTER
Detoxification
Residential Treatment
Substance Abuse Counseling
DUI School/Probation Support

August 6, 1987

OGC SERVICES
Emergency Services/CSU
Case Management
Day Care
Crisis Line
Outpatient
Individual, Family, Group
Psychological Testing
Employee Assistance

Cinco Bayou Town Council
ATTN: Al Borchick
Kelly Avenue
Ft. Walton Beach, FL 32548

GIRLS' GROUP HOME
Residential Treatment

GREENLEAF (GRTS)
Geriatric Residential
Day Education

WILLOW WAY (ARTS)
Adult Residential
Day Education
Case Management

Dear Mr. Borchick and Council Members:

The OGC is requesting an appropriation of \$273.00 from the Town of Cinco Bayou for Fiscal Year 87/88. This request is the same as last year with a 3% cost-of-living increase.

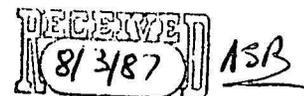
The OGC Board has established a policy to refrain from beginning or expanding any program that would increase the burden upon municipal or county government. Services will continue to increase to meet the needs of a growing community, however, these increases will be made only as alternative sources of local match become available.

Since the OGC began in 1969, it has been our policy to serve those who seek our help and base fees upon the client's ability to pay. This policy will continue.

Sincerely,

Frank Jacobson, Ph.D.
Executive Director

FJ/lr



THE COMMITTEE OF 100/OKALOOSA COUNTY, FLORIDA, INC.
81 Beal Parkway S.E., Suite 12 ■ Fort Walton Beach, FL 32548 ■ (904) 243-5812

July 31, 1987

Honorable Mayor and Town Council
Town of Cinco Bayou
35 Kelly Avenue
Fort Walton Beach FL 32548

RE: FY 1988 Budget Request

Dear Mayor Laginess and Council Members:

The Committee of 100 is hereby submitting its FY 1988 request for funds in the amount of \$250.00, pursuant to the attached program budget. We are pleased that the private sector commitment to economic development activities has grown to the extent that it is not necessary to seek an increase in the level of support for 1988.

The response to our programs this year has been very positive: we have received several strong leads on prospects from the Florida Department of Commerce, from "walk-in" traffic, and from our marketing and recruiting efforts. Several serious prospects conducted site inspections during 1987.

The Committee is justifiably proud of its many accomplishments the past year and we look forward to the opportunity to brief the Cinco Bayou Town Council during your budget workshops on the status of industry recruitment initiatives in Okaloosa County.

Please contact our Director, Donna Olson, concerning the date and time you would like us to discuss our budget or if you require any additional information regarding our submission.

Sincerely,

A handwritten signature in cursive script that reads "John L. Scott".

John L. Scott
President

JLS/cc

THE COMMITTEE OF 100/OKALOOSA COUNTY, FLORIDA, INC.
81 Beal Parkway S.E., Suite 12 ■ Fort Walton Beach, FL 32548 ■ (904) 243-5812

FY 88 PROGRAM BUDGET

1988 INCOME

| | | |
|--------------------------|-------------------------------|----------------------|
| MEMBERSHIP DUES | | \$ 100,000.00 |
| PRIVATE INDUSTRY COUNCIL | Economic Development Proposal | 15,000.00 |
| LOCAL GOVERNMENT: | | |
| Okaloosa County | | 35,000.00 |
| Municipalities | | 20,000.00 |
| | TOTAL | \$ 170,000.00 |

1988 EXPENDITURES

| | | |
|-------------------------------|---|----------------------|
| COMPENSATION | Executive Director, Admin. Asst. | \$ 47,000.00 |
| FRINGE BENEFITS | Hospitalization, etc. | 5,000.00 |
| PAYROLL TAXES | | 3,500.00 |
| BUSINESS EXPENSES | Prospect expenses/auto/travel, etc. | 5,000.00 |
| OFFICE SUPPLIES/EQUIPMENT | Copier/postage meter (\$2,500) Equipment purchase (2,000) Computer/software (6,000) General office supplies (4,000) | 14,500.00 |
| TELEPHONE & POSTAGE | Telephone (\$2,400); Postage (\$2,400) | 4,800.00 |
| MARKETING | Direct Mail; one-on-one; trade press; economic development media; Okaloosa County brochure, etc. | 52,500.00 |
| DUES/PUBLICATIONS | Dues/subscriptions/education | 3,000.00 |
| INSURANCE | Worker's Comp./liability/etc. | 1,500.00 |
| AUDIT & TAX PREPARATION | | 3,000.00 |
| RENT & UTILITIES | | 7,050.00 |
| DATA/DEMOGRAPHICS/ STUDIES | Compile/Update all demographics Studies/Inventories | 15,000.00 |
| PRINTING | Prospect recruiting tools | 6,000.00 |
| CONTINGENCIES | | 2,000.00 |
| | TOTAL | \$ 170,000.00 |

(Budget does not include proposed Economic Development Administration Technical Assistance grant which will be used solely to fund development of Flexible Manufacturing System (FMS) project).

GB&G

7/31/87 1183
CERTIFIED PUBLIC ACCOUNTANTS

GREEL, BRYAN & GALLAGHER

August 1, 1987

R. BRENTWOOD BRYAN, C.P.A.
J. STEVE JAY, C.P.A.
JOHN R. HAYNES, C.P.A.
JIMMY D. MESSICK, C.P.A.
MARK T. GOFF, C.P.A.
MARJORIE L. CUMMINS, C.P.A.
GENE G. BARKER, C.P.A.
FRED A. HURD, JR., C.P.A.
L.E. CREEL, C.P.A.
WILLIAM P. GALLAGHER, C.P.A.
CONSULTANTS

To the Honorable Mayor and Members
of the Town Council
Town of Cinco Bayou
35 Kelly Avenue
Fort Walton Beach, Florida 32548

Ladies and Gentlemen:

This letter is submitted as our proposal to make an examination of the financial statements of the various funds and account groups of the Town of Cinco Bayou, Florida (hereinafter referred to as Town), for the fiscal year ending September 30, 1987.

We shall examine the financial statements of the Town, as of September 30, 1987, and provide such accounting and auditing services as deemed necessary including a review of any capital expenditures made during the fiscal year, and the preparation of appropriate year-end adjustments. We will also assist in the preparation of the Annual Financial Report of Units of Local Government to be filed with the Florida Department of Banking and Finance.

Our examination will include the Federal Revenue Sharing Trust Fund, but does not anticipate any extended optional audit procedures nor the preparation of special audit report for the Office of Revenue Sharing, Washington, D.C.

Our examination of the financial statements will be made in accordance with generally accepted auditing standards and will include such tests of the accounting records and such other procedures as we consider necessary in the circumstances and will be directed to the expression of our opinion on the fairness of presentation of the financial statements taken as a whole in conformity with generally accepted accounting principles.

The fair presentation of financial position and results of operations in conformity with generally accepted accounting principles is the Town's responsibility. The Town is responsible for the development, implementation and maintenance of an adequate system of internal accounting control and for the accuracy of the financial statements. Although we may advise you about appropriate accounting principles and their application, the selection and method of application are responsibilities solely of management.

Our engagement is subject to the inherent risk that material errors, irregularities or illegal acts, including fraud or defalcations, if they exist, will not be detected. However, we will inform you of any such matters that come to our attention.

Our fee for the services enumerated above will be primarily dependent upon the time required to complete the engagement. Based upon our experience in auditing prior years for the Town, and subject to the books and records being up-to-date and maintained in accordance with generally accepted accounting principles, we estimate that our fee will range between \$3,500 and \$4,000. We will make every effort to keep our time at a minimum consistent with quality professional services required by the engagement. If, however, we should encounter unexpected problems and it becomes apparent that our bill will exceed the maximum costs of \$4,000, we will bring the matter to your attention immediately. Our bill will be due and payable upon receipt.

Whenever possible, we will attempt to use your personnel. This effort could reduce our time requirements and help you hold down audit fees.

During the course of our engagement, we may observe opportunities for economy in or improved controls over your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Please indicate your agreement to these arrangements by signing this letter and returning it to us.

We appreciate your confidence in retaining us as your certified public accountants and look forward to working with you and your staff.

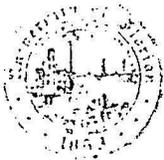
Sincerely,

CREEL, BRYAN & GALLAGHER
Certified Public Accountants

MLC:pja

Town of Cinco Bayou, Florida

Signature _____ Date _____



RECEIVED
8/3/87
ASB

COLLEGE OF BUSINESS ADMINISTRATION • UNIVERSITY OF FLORIDA • GAINESVILLE 32611

Bureau of Economic and Business Research • 221 Matherly Hall

904 • 392-0171

July 31, 1987

Dear Sir or Madam:

Enclosed is a notice of the preliminary estimate of the permanent population of your area as of April 1, 1987. This estimate is produced by our office under contractual agreement with the State of Florida, and is one factor used in determining the distribution of state revenue-sharing funds (Section 23.019, Florida Statutes, Revenue Sharing Act, 1972). Please evaluate this estimate carefully and make the appropriate response on the enclosed form. If you believe the preliminary estimate is not reasonably accurate, indicate what you believe is a more accurate estimate. If possible, include supporting arguments and evidence.

We ask that you confirm receipt of this preliminary estimate by signing one copy of the enclosed form and returning it in the postage-paid envelope. If future correspondence regarding population estimates should be directed toward a different person or address than the one listed, please indicate that change on the form.

Your assistance in this matter is greatly appreciated. If you have any questions, feel free to call our office at (904) 392-0171. Please note that our deadline for your response is slightly earlier this year. We need to have you sign and return the enclosed form by October 1, 1987.

Sincerely,

Jane Bucca
Research Programs/Service
Coordinator

JB/pym
Enclosure

EXPLANATION OF TERMS IN TABLES

| | |
|--|--|
| April 1, 1980 (census) | The April 1, 1980 U.S. Census figure. This figure refers to permanent residents only, thus excluding tourists, seasonal and parttime residents. |
| Total change | The total change between the April 1, 1980 U.S. Census figure and the estimate for April 1, 1987, including change due to natural increase, net migration and annexations. |
| April 1, 1987 (est.) | The actual estimated permanent resident population for April 1, 1987. This figure is comparable to the Census definition of permanent residents and should be used for planning and analysis. |
| Inmates | The inmates and patients in institutions operated by the federal government or by the Department of Health and Rehabilitative Services as of April 1, 1987, to be excluded as residents for revenue sharing distribution formula as provided by state law. |
| Estimate less inmates April 1, 1987 | The population estimate minus inmates to be used for State Revenue Sharing in the 1988-89 fiscal year. This figure should <u>not</u> be used for other purposes. |

PRELIMINARY POPULATION ESTIMATE (PERMANENT RESIDENTS) APRIL 1, 1987

| CENSUS 4/1/80 | TOTAL POPULATION CHANGE | PRELIMINARY ESTIMATE 4/1/87 | INMATES 4/1/87 | PRELIMINARY EST. LESS INMATES 4/1/87 |
|------------------|-------------------------------|-----------------------------------|-------------------|--|
| 202 | 194 | 396 | 0 | 396 |

THE POPULATION ESTIMATE PROPOSED FOR STATE REVENUE SHARING, 1987-1988 FISCAL YEAR IS 396.

YOUR PRELIMINARY POPULATION ESTIMATE FOR APRIL 1, 1987 IS * 396 *

(SEE ENCLOSED SHEET FOR AN EXPLANATION OF TERMS.)

PLEASE MARK THE APPROPRIATE RESPONSE AND RETURN ONE COPY OF THIS FORM BEFORE OCTOBER 1, 1987. RETAIN THE OTHER COPY FOR YOUR FILE.

- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND CONSIDER IT TO BE REASONABLY CORRECT.
- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I BELIEVE A MORE ACCURATE ESTIMATE WOULD BE _____. I REQUEST THAT YOU RECONSIDER YOUR PRELIMINARY ESTIMATE.
- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I AM ENCLOSING DOCUMENTATION WHICH I BELIEVE SUPPORTS AN APRIL 1, 1987 ESTIMATE OF _____. I REQUEST THAT YOU REVIEW THIS DOCUMENTATION AND RECONSIDER YOUR PRELIMINARY ESTIMATE.

| | | |
|---------------|----------------|--------------------|
| _____ DATE | _____ TITLE | _____ SIGNATURE |
|---------------|----------------|--------------------|

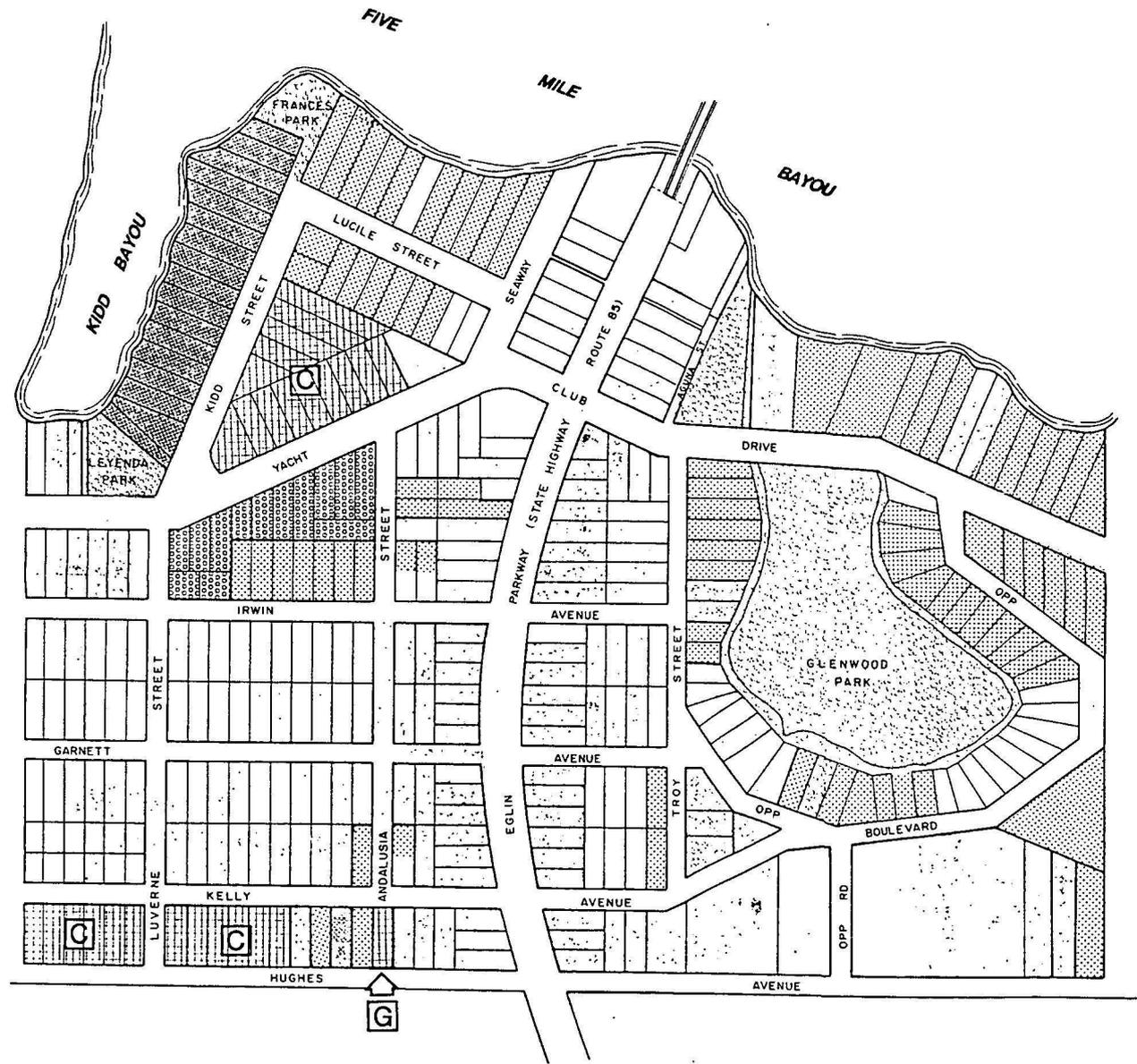
IF FUTURE CORRESPONDENCE SHOULD BE SENT TO AN ADDRESS OR PERSON DIFFERENT THAN THAT CURRENTLY LISTED, PLEASE ENTER THE NEW INFORMATION BELOW.

IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS ESTIMATE YOU MUST REQUEST A REVIEW BEFORE OCTOBER 1, 1987.

BUREAU OF ECONOMIC AND BUSINESS RESEARCH
 POPULATION PROGRAM
 221 MATHERLY HALL
 UNIVERSITY OF FLORIDA
 GAINESVILLE, FL. 32611
 (904) 392-0171

LEGEND

| | | |
|--|-----------------|------------------|
|  | Single - Family | (17 ac) |
|  | Multi - Family | (17 ac) |
|  | Mobile Home | (2 ac) |
|  | Nbrhood Comm'l | (0 ac) |
|  | Gen'l Comm'l | (36 ac) |
|  | Industrial | (0 ac) |
|  | Institutional | (5 ac) |
|  | Vacant | (7 ac) |
|  | Roadways | (28 ac) |
|  | Recreational | (10 ac) |
| Total | | (122 ac) |



A G R E E M E N T

The TOWN OF CINCO BAYOU, a municipal corporation, herein after referred to as "Cinco Bayou" and the OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT, and in consideration of the mutual covenants, hereby agree as follows:

1. During the term of this Agreement, the Ocean City-Wright Fire Control District agrees to furnish fire protection service to Cinco Bayou comparable to that service furnished to the residents of the Ocean City-Wright Fire Control District, provided, however, that Cinco Bayou will provide the water, water lines and hydrants to be used by Ocean City-Wright Fire Control District in providing the fire protection. The Ocean City-Wright Fire Control District fire inspectors shall be permitted to make such inspections at proper times of such businesses and residences in Cinco Bayou as they deem necessary to determine compliance with the Cinco Bayou fire protection code (current fire prevention code adopted by American Insurance Association). However, Cinco Bayou will be responsible for enforcing the fire protection code upon being notified of a violation.

2. Cinco Bayou agrees with Ocean City-Wright Fire Control District to pay for the fire protection a sum equal to a millage rate of 1.768 mills times the assessment valuation of the real property located in the Town of Cinco Bayou prepared by the County Tax Assessor, allowing to the Town of Cinco Bayou the same discount percentage as is allowed by the tax assessor's office to each tax payer. The above sum shall be paid to the Ocean City-Wright Fire Control District on or before the 31st day of October, 1986. In the event that fire protection services are furnished for a period of less than one year, then the aforesaid sum shall be pro-rated for the period of time that the actual fire service is furnished to Cinco Bayou.

3. The term of this Agreement is October 1, 1986, through September 30, 1987, however, either party to this contract may terminate the same upon giving Sixty (60) days written notice to

the other party of its desire to do so, and any such fire protection service shall be pro-rated for the period of time the agreement was in effect.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 17th day of October, 1986.

OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT

James H. Bell Jr.
Witness
David H. Stone
Witness

BY: Arthur L. Stinson

ATTEST: Sharon N. Purdy

TOWN OF CINCO BAYOU

Sally N. Borchik
Witness
James E. Dyer
Witness

BY: Charles R. Lajiness

ATTEST: Dennis Borchik



DCA TECHNICAL ASSISTANCE WORKSHOP

Sandestin Resort

July 8 & 9, 1987

Mr. Tom Pelham, Secretary of the Department of Community Affairs (DCA) opened the Technical Assistance Workshop with reference to several important points in preparing the Comprehensive Plan. He stressed the importance of the Capital Improvements Element, Level of Services and the State Comprehensive Plan agendas and goals. He also stressed the critical issues of the Comprehensive Plan which are water resources goal and aquifer recharge area impact; natural habitats; Land Use Element and guide and development infrastructures; Public Facilities goals for new infrastructure and encouraged impact for a more regional growth pattern.

Mr. Pelham discussed the Housing Element and the importance of projecting affordable housing in the future for all income groups. He also brought up the Coastal Zone requirements saying that these were substantial and we must be prepared with an adequate Hurricane Evacuation Plan. He then stressed the importance of working together through intergovernmental coordination between all levels of government. Mr. Pelham then introduced Mr. Jan Audry, DCA Planner.

Mr. Audry discussed funding for the cities and counties. He said that next year there would be no funding for coastal counties as we were the first to receive our share of funding. He said that DCA had provided for two years funding for all counties in Florida. The next funding will be for noncoastal counties in Florida. However, DCA has set aside \$244,000.00 in Discretionary Funds available for special projects. These funds are for Planning Programs, Special Resolutions and other planning problems. All counties may apply for these funds by normal 9J-5 applications and a letter to the Bureau Chief of DCA. The information on this funding will be available within the next few weeks. The reason for no additional funding for coastal counties is that the Legislature has not appropriated additional funds beyond what was allotted for the State of twenty three million dollars for a three to four year program. At this time this represents the State's total commitment to local government compensation. And next year DCA does not intend to go beyond this original twenty three million dollars allotted for local governments.

Mr. Audry then discussed the amendments to Rule 9J-12, which is necessary to the submission schedule. He said this was passed in the legislature this year. This amendment extends the period for early submission grant work from July to October 1, 1987.

Mr. Audry brought up the Public Participation Plan and said this plan was separate from the Comprehensive Plan. However, this plan needed to be taken care of locally and was created to serve and involve the public in the comprehensive planning process. This plan does not have to be adopted but does need to be recognized officially. Mr. Audry then introduced Mr. John Barker, DCA Planner who discussed Population Projections.

Mr. Barker said the difference between the counties and cities population projections is that the State does have current estimates and projections for the counties up to 2010. However, although the State does have current estimates for the cities it does not do projections. The counties are authorized to use official state figures for their plans while the cities can only use current estimates.

Mr. Barker said that there were two types of population. The first is residential (anyone living in a area longer then six months who is eligible to vote). The second is seasonal and this is more difficult; there is a whole category in Rule 9J-5 to cover this. A question was asked about the military population. Mr. Barker said that military instalations would be counted in the census as well as those military personnel living in the cities.

Mr. Barker then brought up Data Analysis which is format and content. He said that DCA are asking for a description of a cities or counties history over the past twenty years. That your data analysis should show tables, graphs and a description of your methology. For cities who do not have a long data base then they will have to estimate. The main thing that DCA want from the counties and cities is to not be left with a lot of unanswered questions. Rule 9J-5 allows you to get a preliminary verdict from DCA as to whether your methology is acceptable, this is called an Advance Review. DCA recommend that you do this especially if your providing your own population projections. This will help to determine if your methology is correct. This process takes approximately sixty days and if your data is acceptable it can be inserted into your plan. Also, if there is an element in Rule 9J-5 that does not apply to your county or city, then be sure to document this with your governing body as nonapplicable (NA).

Mr. Barker was asked a question on how to account for a military installation. He said that the DCA requirements were that you need to account for this as a land use and comparison for traffic impact. And when you go on site of a military installation, then you have to work with the people as best as you can.

Mr. Barker said to remember in drafting up your plans in preparation for policy plans that one year after your plan submission due date. You have to have, accordingly to Florida Statutes, your Land Development Regulations in place. And these land Development Regulations must be consistent with the plans you adopt. You also have to issue Development Orders for these Land Development Regulations which are consistent with the Land Development Plans. Mr. Barker then introduced Ms. Diane Salz, Planning Manager to speak on the Capital Services Impact Element.

Ms. Salz stated that all local governments must be assured that public facilities are available for supporting new development. And in order to do this a level of services must be established. Chapter 163, Florida Statutes says that not later then one year after a planned submission date a local government cannot issue a development or permit

which results in reduction in the provision of local services. And this provision becomes effective at the time of the Land Development adoption. This is within one year of the Comprehensive Plan submission date. The Level of Services Standards happens to be the convenient way of measuring development impact upon facilities and for estimating facility cost for budgeting processes. Ms. Salz said that essentially they were borrowing a concept from Transportation Planning and adopting its use for other public facilities such as: Roads, potable water, drainage, solid waste, recreation and sanitary sewer.

Ms. Salz gave the definition for Level of Services Standards as the capacity per unit demand for each public facility. She said that standards must be established not in a system wide basis but by individual facility or facility type. There may also be instances where it is appropriate to adopt standards for specific geographic areas.

Ms. Salz said Intergovernmental Coordination is absolutely critical. Whether the local government is the facility provider or not, level of service must be established. If the provider is not the local government then they need to consider plans and programs of that provider for their facilities and services to support existing and future development and proposed development. Regarding roads, level of services standards must be compatible to those of DOT to the extent feasible as determined by the local government. DOT has adopted level of services standards in it's Florida Transportation Plan for the purpose of maintenance and operation of it's facilities. And if there's an incompatibility between local governments level of service standards and that of DOT, then the burden of explanation for that difference will rest with the local government. These situations do exist they are often referred to as Special Transportation Areas. These Special Transportation Areas often entail constrained road way facilities where there is not enough right of way available for a roadway improvement. And if DOT is not able to maintain it's standard then that standard needs to be adjusted. It is very important that level of services standards be affordable. In order for these services to be maintained there needs to be funding available.

Ms Salz then asked for questions from the floor. She was asked if a change in level of services standards require a plan amendment? Ms. Salz said that the level of services standard need to be adopted as policies within the plan and that it would require a plan amendment within the twice a year period.

The DCA Technical Assistance Workshop opening orientation was then adjourned.

Municipal Code Corporation

RECEIVED
7/31/87 MSB

Law and Ordinance Codification

POST OFFICE BOX 2235
TALLAHASSEE, FLORIDA 32316-2235

1700 CAPITAL CIRCLE S.W.
TELEPHONE (904) 576-3171
Toll Free Numbers:
1-800-342-CODE (Florida only)
1-800-262-CODE

July 29, 1987

Mr. Albert S. Borchik, Jr.
Town Clerk
Town of Cinco Bayou
35 Kelly Avenue
Ft. Walton Beach, Florida 32548

Dear Mr. Borchik:

We have not had the pleasure of hearing from you concerning our contract for the revision and recodification of the ordinances of the Town of Cinco Bayou.

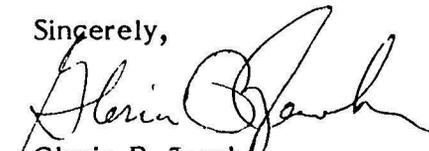
In submitting a contract for the recodification of the ordinances of a municipality, we feel that we should follow it up to show our interest in performing the service. In some instances the governing body does not take action until several months after the contract is submitted, and we try to keep in touch with officials until a decision is made.

If you have any questions or if we may be of assistance to you, please do not hesitate to contact us.

Since our last communication with you, we have entered into contracts with the City of Wilton Manors and the Town of Windermere in Florida. We trust that we will have the opportunity of working with you and serving the Town of Cinco Bayou.

Your interest and cooperation are appreciated and we look forward to hearing from you in the above regard.

Sincerely,



Gloria P. Jacobs
Director of Marketing

GPJ/tki
Enclosures

WEST FLORIDA REGIONAL PLANNING COUNCIL

POST OFFICE BOX 486
PENSACOLA, FLORIDA 32593-0486 • PHONE (904) 444-8910

Daniel F. Krumel
Executive Director

RECEIVED
8/5/87

NSZ

TRANSMITTAL MEMORANDUM

TO: Planning Departments and/or Administrators

FROM: George Jernigan, Chairman *GJ*

DATE: August 3, 1987

SUBJECT: TRANSMITTAL OF THE WEST FLORIDA COMPREHENSIVE REGIONAL
POLICY PLAN, RULE 29A-2.001, F.A.C.

I am pleased to provide you with a copy of the West Florida Comprehensive Regional Policy Plan, Rule 29A-2.001, F.A.C. This Plan was prepared and adopted by the West Florida Regional Planning Council to comply with Chapter 186.507 and 186.508, Florida Statutes. At your convenience, Planning Council staff is prepared to discuss with you the intent and use of the Plan.

Your participation and cooperation is appreciated in planning for the future of the Region. If you have any questions after reviewing the Comprehensive Regional Policy Plan, please call Dan Krumel or Lel Czeck at 904-444-8910.



RECEIVED
8/6/87
KSL

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2571 EXECUTIVE CENTER CIRCLE, EAST • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ
Governor

THOMAS G. PELHAM
Secretary

August 4, 1987

Mr. Albert S. Borchik, Jr., Manager
Town of Cinco Bayou
35 Kelly Avenue
Ft. Walton Beach, Florida 32548

Dear Mr. Borchik:

On March 30, 1987, you received a copy of the Post-Disaster Redevelopment Rule, Chapter 9G-13, Florida Administrative Code, and a copy of the agreement your jurisdiction could have signed in order to comply with the mandates of the rule. After lengthy research and discussions with the Joint Administrative Procedures Committee, the Department of Community Affairs has decided to repeal the Post-Disaster Redevelopment Rule. As a result, your political subdivision will no longer be held responsible for implementation of the rule. All signed agreements received to date will be voided by the Department.

I apologize for any inconvenience this may have caused. Should you have any questions concerning the repeal, please contact Michael McDonald at the Department of Community Affairs, Division of Emergency Management, 1720 South Gadsden Street, Tallahassee, Florida 32399 (904/487-4915).

Sincerely,

Gordon L. Guthrie
Gordon L. Guthrie
Director

GLG:be

cc: Russ Camarda
Tom Nichols