

**TOWN OF CINCO BAYOU, FLORIDA
REGULAR COUNCIL MEETING MINUTES
AUGUST 14, 1997**

PRESENT

Mayor Drabczuk
Councilman Beard
Councilman Kendrick
Councilwoman Leach
Councilman Payne
Councilman Skelly

Also Present: Interim Town Manager Albert Borchik, Legal Counsel Jeff McInnis, Engineer Richard Griswold and Secretary Faye Payne, Brent Smith, Irene Balsley, Tom Leach and Liz & Jim Bratton.

1. COUNCIL APPROVAL OF AGENDA. Councilman Payne made a motion to approve the agenda, seconded by Councilman Beard. Mayor Drabczuk asked that item 3G, Town Manager Position, be moved to 3A at the request of the press as they could not stay for the entire meeting. The motion was approved unanimously.

2. CONSENT AGENDA. Councilman Kendrick made a motion to approve the Consent Agenda, seconded by Councilman Payne. Councilman Payne requested that the Minutes of June 27, 1997 Town Council Meeting be corrected to reflect that Councilman Kendrick, not Councilman Payne, suggested that Mr. Al Borchik, the former Town Manager/Clerk, be contacted and asked if he would be willing to fill the position. The correction will be made. The motion to approve the Consent Agenda was unanimously approved.

3. ACTION ITEMS -

3. G. Town Manager Position - Following a short discussion, Councilman Skelly asked Mr. Borchik if he would be willing to accept the position of Town Manager/Clerk. Mr. Borchik said he would accept the Town Manager position if offered. Councilman Skelly made a motion to hire Mr. Borchik as the Town Manager/Clerk at the same salary and benefits as the former Town Manager, seconded by Councilman Kendrick. Councilman Payne advised the Council that he would abstain from voting as Mr. Borchik was his Father-in-Law. The motion was unanimously approved. Attorney McInnis will prepare contract.

3. A. OPP BOULEVARD TREE. After a lengthy discussion concerning the protected tree that was trimmed, then cut down on the property of Ms. Barnes, 142 Opp Boulevard, the Council determined that this was a clear violation of the Town's Landscape Ordinance as it pertained to protected trees and the Opp Boulevard Tree Canopy Zone. Councilman Skelly made a motion to fine Ms. Barnes for the ordinance violation, \$50.00 per inch for the 13 inch protected tree - total \$650.00, seconded by Councilman Kendrick. (Note - Maximum allowable fine \$499.00. Councilman Payne submitted a written resolution he had prepared concerning the removal of the tree and stating that any fine would be a hardship on Ms. Barnes as she was disabled, on a limited fixed income and could not afford the fine. Councilman Payne then moved to table the issue until the next meeting but the motion died for lack of a second. The original motion was approved unanimously. The Council asked the Town Manager to determine if the services of the Tree Doctor, the company that removed the tree, were paid for and by whom before serving notice on the fine.

3. B- SOLID WASTE AGREEMENT - OKALOOSA COUNTY - Manager Borchik explained to the Council that this was an Inter Local Agreement to use of the transfer station, but there has been no date set as yet. Councilman Skelly made a motion to table this issue until Manager Borchik could meet with EWS and Okaloosa County and gather more information, seconded by Councilman Payne. The motion was approved unanimously.

Original document is skewed

3. C. LUVERNE STREET - REQUEST TO VACATE - Mayor Drabczuk asked Mr. Brent Smith of Investment Life Group, Inc. to present his position on the closing of Luverne Street. Mr. Smith stated that he was concerned with people cutting through his property going between Hughes Avenue and Kelly Avenue. He believed this was a dangerous situation and that was the reason he was making that request. Mr. Winston Walker, Vice President of Ready Bank, spoke in opposition of closing Luverne Street and said that Ready Bank depends on that street for the exit from the drive through windows. Following a short discussion, Councilman Kendrick made a motion to have the Town Manager and the Town Engineer review the Luverne Street problem and present their findings to the Council, seconded by Councilman Skelly. The motion was approved unanimously.

3. D. INTERLOCAL AGREEMENT, LIBRARY COOPERATIVE - Following the Council's discussion, Attorney McInnis was asked to look at the agreement. Councilman Skelly made a motion to accept the agreement contingent upon the entrance and exit dates, seconded by Councilwoman Leach. The motion was approved unanimously.

3.E. RESOLUTION, LEAGUE OF CITIES 2ND VP NOMINATION - Attorney McInnis read Resolution No. 97-03 by title only. Councilman Skelly made a motion to adopt Resolution No. 97-03, seconded by Councilman Payne. The motion was approved unanimously.

3. F. TOWN HALL TERMITE TREATMENT CONTRACT - Manager Borchik presented the bids he had obtained for termite treatment and protection for the Town Hall: Terminex - \$1,080.00; Bryan Pest Control - \$759.00; and Killingsworth for \$520.00. After Council discussion, Councilman Skelly made a motion to accept the lowest bid from Killingsworth for \$520.00, seconded by Councilwoman Leach. The motion was approved unanimously.

4. ENGINEER REPORT - Engineer Griswold reported that the Yacht Club Drive construction project has been completed and Yacht Club Drive is open to traffic again. During the removal of the old pipe under the road, a second "box" was located and it was full of debris, causing some of the flow problem. Removal of this box and the headwall resulted in an additional charge of \$854.91 making the total cost \$ 40,095.91.

5. ATTORNEY REPORT - No Report

6. TOWN MANAGER REPORT

A. Manager Borchik reported that the Tree Committee had asked him about trimming and pruning trees and bushes and it appeared that this could be accomplished by our maintenance person. He also stated that he would review the contract with Fritz Tree Service to see if it covered trimming and pruning. On another matter, Mr. Fritz had given a price of \$300.00 for cutting down two trees in front of the Town Hall. Councilwoman Leach asked if the Town could remove these trees.

B. Manager Borchik asked for the Council's ideas on issuing occupational licenses to everyone who does business in the Town. It was decided that Attorney McInnis and Manager Borchik will check on this and report to the Council.

C. Manager Borchik asked the Council's opinion on publishing a informational newsletter for the Town citing recent ordinances and such things as permit requirements, property maintenance and trash and yard waste pickup and procedures. Original document is skewed

D. Manager Borchik asked about a date to have a Workshop Meeting to discuss the 1997/98 Budget. Following a short discussion, Councilman Kendrick made a motion to have the Workshop on Monday, August 18, 1997 at 7:00 PM, seconded by Councilman Payne. The motion was approved unanimously.

7. PUBLIC REQUEST/COMMENTS - None

8. COUNCILMEMBERS REPORTS/COMMENTS

A. Councilwoman Leach asked about the Parking Lot at the Cinco Baptist Church. Manager Borchik will check on the status of the landscaping and entrance/exit changes. Mrs Leach asked about the status of the KMart parking lot resurfacing and suggested that the Tree Committee will talk to them about landscaping improvements. Mrs. Leach also asked if September would be a good time to start the Council walk around?

B. Councilman Kendrick asked if there was a Ordinance against throwing out flyers all over Town. The Town Manager stated that there was a "litter" provision that dealt with unwanted handbills and that he would contact the individual/s concerned.

C. Councilman Skelly commented that the Council needed to go over the "Visions" previously developed for the Town and to continue the process.

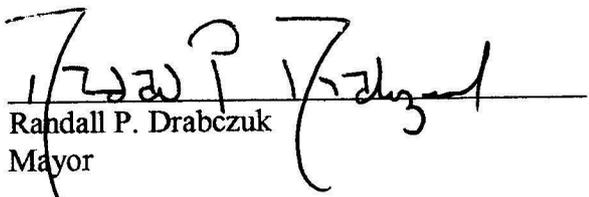
D. Councilman Payne asked about the progress of the investigation and was told they could not comment since it was still an ongoing investigation.

9. CORRESPONDENCE - None

10. MAYOR'S ANNOUNCEMENTS - Mayor Drabczuk reminded everyone of the Potluck Supper on Tuesday August 19, 1997, at 6:30PM.

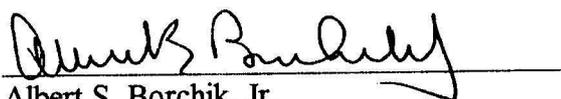
There being no further business, the meeting was adjourned at 7:45 PM.

Manager Borchik thanked the Mayor and Councilmembers and said he was glad to be back on the job.



Randall P. Drabczuk
Mayor

Attest:



Albert S. Borchik, Jr.
Town Manager/Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Payne Virgil E "Dutch"		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Cinco Bayou Town Council	
MAILING ADDRESS PO Box 5255		THE BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY FWB	COUNTY Okaloosa	CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY <input checked="" type="checkbox"/> Town	
DATE ON WHICH VOTE OCCURRED August 14, 1997		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

Original document is skewed

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes. The requirements of this law are mandatory; although the use of this particular form is not required by law, you are encouraged to use it in making the disclosure required by law.

Your responsibilities under the law when faced with a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

ELECTED OFFICERS:

A person holding elective county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

In either case, you should disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

A person holding appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

A person holding an appointive local office otherwise may participate in a matter in which he has a conflict of interest, but must disclose the nature of the conflict before making any attempt to influence the decision by oral or written communication, whether made by the officer or at his direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You should complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form should be provided immediately to the other members of the agency.
- The form should be read publicly at the meeting prior to consideration of the matter in which you have a conflict of interest.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You should disclose orally the nature of your conflict in the measure before participating.
- You should complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Virgil E "Dutch" Payne hereby disclose that on August 14, 1997:

(a) A measure came or will come before my agency which (check one)

inured to my special private gain; or

inured to the special gain of _____, by whom I am retained.

(b) The measure before my agency and the nature of my interest in the measure is as follows:

DURING THE REGULAR COUNCIL MEETING OF AUGUST 14, 1997 THE AGENDA SUBJECT OF HIRING A PERMANENT TOWN MANAGER WAS OPENED AND WITH THE PROPOSAL OF MR ALBERT BORCHIK FILLING THIS POSITION, I ANNOUNCED PUBLICLY THAT I WAS ABSTAINING FROM ANY AND ALL ACTION DUE TO THE FACT MR ALBERT BORCHIK IS MY FATHER-IN-LAW.

18 Aug 97
Date Filed

Virgil E "Dutch" Payne
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317 (1985), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.



TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE (CINCO BAYOU)
FT. WALTON BEACH, FLORIDA 32548-4436
904-244-2712
FAX 904-244-9188
July 11, 1997

Mayor:
RANDALL P. DRABCZUK

Council Members:
BRYAN BEARD
JIM KENDRICK
CAROLYNN H. LEACH
V.E. "Dutch" PAYNE
JOSEPH P. SKELLY

Town Manager/Clerk:
ELVIN C. BELL

Town Attorney:
C. JEFFREY McINNIS

Town Engineer:
RICHARD GRISWOLD

Ms Roxyelle Barnes
142 Opp Boulevard
Cinco Bayou, Florida 32548

Re: Tree Removal and Trimming

Dear Ms Barnes:

On Tuesday, July 8, 1997, I observed men trimming trees on your property and preparing to remove a tree close to the right-of-way. I stopped and advised Mr. Dean, the person who said he was helping you, that the trimming had to stop as a permit was required to trim and/or remove trees in your area. Mr Dean stated that he was concerned that some of the branches were in the power lines and I advised him that he needed to contact Gulf Power and they would determine if any trimming was necessary. I advised him that the present trimming activities had to stop until the proper permits were obtained.

I returned to the Town Hall and contacted Gulf Power, Sprint Centel and Emerald Coast Cable as all of their lines and cables were involved. A short while later, Gulf Power contacted me and advised that they had cleared the power lines, phone cable and TV cables of branches tangled in the lines from the trimming.

I returned to your house and found that the men had continued to trim the trees without obtaining any permits. Again I advised Mr. Dean that all trimming had to cease until the proper permit was obtained. I also gave Mr Dean a copy of the Town ordinance that covered the trimming and removal of trees in your area.

On July 11, 1997, Mayor Drabczuk advised me that a crew was removing a tree in front of your house. When I arrived at approximately 8:15AM, the tree had been removed, other branches trimmed and the property cleared of all debris. The Tree Doctor, Mr. Fred Sahlin, was the contractor. Mr. Sahlin stated that he did not believe any permit was needed. When I talked with Mr. Dean, he indicated that he assumed the proper permits had been obtained.

This tree removal and trimming is clearly a violation of the Town's Code of Ordinances as it pertains to trees, specifically Section 78-67, Protected Trees, paragraph 3d and Section 78-68, Tree Removal Permit. This matter will be presented to the Town Council for their action during the August 14, 1997 meeting.

Respectfully,


ALBERT S. BORCHIK, JR.
Interim Town Manager/Clerk



RECEIVED
8/11/97

1/83

County Manager's Office

State of Florida

July 25, 1997

Mr. Al Borchik, Manager
Town of Cinco Bayou
31 Pebble Beach Drive
Shalimar FL 32579

Subject: Solid Waste Disposal

Mr. Borchik:

Through correspondence dated July 11, 1997, Okaloosa County inquired as to whether your municipality would be interested in entering into an inter-local agreement for solid waste disposal. This agreement would commit your waste to County Transfer Stations and enable us to moderate the rates being charged to your city.

I have prepared a draft inter-local agreement for your review and comment. I respectfully request that your City Council consider this agreement and would be happy to attend the meeting at which it is agendad to respond to questions.

Once you have a chance to review this agreement, please advise me of your course of action.

Sincerely,

Christopher L. Holley
County Manager

CLH:pdr

cc: Board of County Commissioners

Original document is skewed

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF
MUNICIPAL SOLID WASTE TO A DESIGNATED FACILITY**

THIS AGREEMENT, made and entered into this ____ day of _____, 1997, by and between the **OKALOOSA COUNTY**, a political subdivision of the State of Florida, hereinafter called "County", and the **CITY OF _____**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "City" to establish a designated solid waste collection by or on behalf of the City.

WITNESSETH

WHEREAS, the City provides for the collection of solid waste from the residents and businesses within its boundaries; and

WHEREAS, the City recognizes the need for safe and sanitary processing and disposal of solid waste; and

WHEREAS, the City wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal in cooperation with federal, state, and local agencies responsible for the prevention, control or abatement of air, water and land pollution; and

WHEREAS, the City together with Okaloosa County recognizes the need to plan and develop an adequate solid waste system for the benefit of all the residents of Okaloosa County; and

WHEREAS, the City recognizes the importance of the availability of environmentally responsible solid waste disposal facilities; and

WHEREAS, the City recognizes that the Counties disposal method and contracted infrastructure were established, and said infrastructure is available, for the use and betterment of all municipalities within Okaloosa County and the County; and

WHEREAS, the City recognizes the cost of existing disposal and closing of previously utilized landfills is presently being paid for with tipping fees paid by residents of the County and City.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the City, its constituents and the County, it is agreed as follows:

1. The City agrees that all solid waste collected by or on behalf of the City shall be disposed at a County operated or contracted facility, in accordance with this Agreement.

2. The City agrees to cooperate with the County to provide all necessary and required information to the County so that the City and the County can determine if the City's solid waste is being delivered to the designated location, when such information is available.
3. The County agrees to maintain its contracted disposal facility to ensure adequate capacity for the City's waste and to operate within all applicable local, state and federal environmental guidelines.
4. Any transfer and/or disposal of solid waste shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.
5. All solid waste collected by or on behalf of the City shall be disposed of at a County operated or contracted facility in accordance with the criteria established for acceptance of loads deemed suitable for processing at the designated facilities.
6. This Agreement shall begin the date herein above and continue through _____.
Notwithstanding termination, any rights or duties imposed by law shall remain in effect.
7. This Agreement may be modified or terminated only by the mutual consent of both parties.
8. In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.
9. All formal notices affecting the provisions of this agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the County:

Okaloosa County
1804 Lewis Turner Boulevard, Suite 400
Fort Walton Beach, Florida 32547
Attention: County Manager

For the City

10. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. (A) This Agreement, and any amendments hereto, shall be filed with the Clerk of the Circuit Court for Okaloosa County, Florida, as required by Section 163.01 (11), Florida Statutes.

(B) This Agreement shall become effective upon execution hereof by the City and County.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed and entered into on the date first above written.

OKALOOSA COUNTY, FLORIDA

WILLIAM A. HARRISON, CHAIRMAN

(SEAL)

ATTEST:

NEWMAN C. BRACKIN
Clerk of Circuit Court

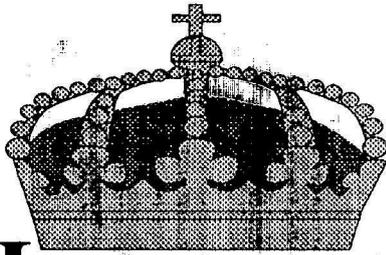
CITY OF _____

MAYOR

(SEAL)

ATTEST:

City Clerk



Investment Life Group

To: Mr. Bell.... The Town of Cinco Bayou
From: Investment Life Group
Re: Street presently known as Luverne

Dear Sir,

We have recently purchased the building and property located at 13 Kelly Avenue. Our plans are to give the entire building a "facelift", which will include a renewed parking area complete with striping.

The parking situation at 13 Kelly Ave. is the reason for this letter. We believe we have an option that will be mutually beneficial to both the town of Cinco Bayou and ourselves. We propose that you deed over to us the street that runs between Ready Bank and 13 Kelly (from Kelly to Hughes) presently known as Luverne. We would, of course, begin paying taxes on this property immediately upon ownership, creating a new income source for the town, as well as relieving the town of any maintenance or upkeep costs on the street in question. This transaction would also help solve the problem of people cutting through our parking lot en route to K-Mart and points beyond, sometimes posing great danger to pedestrians. We feel the street in question serves very little useful purpose in its present form, and would better serve all concerned if transferred as requested.

We respectfully ask that this change take place as soon as possible, and we thank you for your consideration. We look forward to a long, healthy relationship with the town of Cinco Bayou.

Sincerely,

Brent Smith
Investment Life Group

RESOLUTION 97-03

A RESOLUTION BY THE TOWN OF CINCO BAYOU, FLORIDA ENDORSING THE CANDIDACY OF BRENDA G. HENDRICKS, MAYOR OF PARKER, FLORIDA; FOR THE OFFICE OF SECOND VICE PRESIDENT OF THE FLORIDA LEAGUE OF CITIES; PROVIDING FOR THE ENCOURAGEMENT AND SUPPORT OF OTHER MEMBERS OF THE NORTHWEST FLORIDA DELEGATION TO ENDORSE THE CANDIDACY; PROVIDING FOR THE NOTIFICATION TO THE NOMINATING COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brenda G. Hendricks currently serves as a Member of the Board of Directors of the Florida League of Cities, Inc., and is a contributing member of various committees of the League; and

WHEREAS, Brenda G. Hendricks serves as the Mayor of Parker and has established herself as an effective and visionary elected municipal official; and

WHEREAS, the membership of the Florida League of Cities , Inc. will be electing a Second Vice President at its annual conference to be held in August at Lake Buena Vista,

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Cinco Bayou, Florida that in recognition of Brenda G. Hendricks outstanding service and contributions as an elected official of the Florida League of Cities, Inc., the Panhandle League of Cities, Inc., and the City of Parker, Florida hereby voices its enthusiastic and whole-hearted support for her candidacy for Second Vice President of the Florida League of Cities, Inc.

Effective immediately, **PASSED, APPROVED, AND ADOPTED** this 14, day of August, 1997.

ATTEST:

RANDALL P. DRABCZUK
MAYOR

ALBERT S. BORCHIK, JR.
TOWN MANAGER

TOWN COUNCIL OF CINCO BAYOU
10 YACHT CLUB DRIVE
FT WALTON BEACH, FL 32548-4436

14 AUGUST 1997

MS ROXYELLE BARNES
142 OPP BLVD.
CINCO BAYOU
FT. WALTON BEACH, FL 32548

SUBJECT: VIOLATION OF STATUES

1. WHEREAS; MS BARNES RESIDENT OF 142 OPP BLVD, CINCO BAYOU FL, ON 11 JULY 1997 CAUSED TO HAVE REMOVED COMPLETELY FROM IN FRONT OF THE ABOVE ADDRESS, BY HER CONTRACTOR, MR. FRED SAHLIN, "THE TREE DOCTOR", ONE HEALTHY LIVE TREE, WITH A MEASURED TRUNK DIAMETER OF 13" THIRTEEN INCHES, OF A VARIETY TO BE FOUND IN CHAPTER 78 TITLED "RECREATION, OPEN SPACE AND LANDSCAPING/TREE PROTECTION; "CODE OF ORDINANCE, TOWN OF CINCO BAYOU AND DID SO WITHOUT ISSUANCE OF REQUIRED PERMIT IN HAND.

2. THEREBY RESOLVED; BY THE COUNCIL OF THE TOWN OF CINCO BAYOU, FL FIND THE FACTS TO BE TRUE AND VIOLATIONS DID OCCUR AS STATED AND IN ACCORDANCE WITH GUIDELINES STATUES TITLED "PENALTY" SECTION 78-63 "CODE OF ORDINANCES" "TOWN OF CINCO BAYOU" CINCO BAYOU, FL HEREBY LEVYS A MAXIMUM FINE IN THE AMOUNT OF \$ 499.00 FOUR HUNDRED NINETY NINE DOLLARS AND NO CENTS TO BE PAID TO THE TOWN OF CINCO BAYOU, FL.

3. WHEREAS; DUE TO EXTENUATING CIRCUMSTANCES OF PHYSICAL DISABILITIES AND LIMITED INCOME OF MS. R. BARNES, AND AFTER CAREFUL CONSIDERATION OF ALL FACTS BY THE COUNCIL AND DESIRING TO PREVENT CREATION OF A FINANCIAL HARDSHIP, WE HEREBY SUSPEND THE TOTAL FINE.

V.E. "DUTCH" PAYNE
COUNCILMAN TOWN OF CINCO BAYOU



Administrative Services

RECEIVED
8/12/97

MSB

State of Florida

August 8, 1997

Honorable Mayor Randy Drabczuk
City of Cinco Bayou
116 Opp Blvd. NE
Ft. Walton Beach, Florida 32548

Subject: Library Cooperative

Dear Mayor Drabczuk:

Okaloosa County is currently working with the cities of Crestview, Fort Walton Beach, Mary Esther and Niceville to develop a library cooperative. When completed, the Cooperative will provide free library services for residents in the unincorporated areas as well as all participating municipalities.

Though the development of an interlocal agreement, a provision has been included to allow municipalities that do not operate a library an opportunity to become a participant in the Cooperative and provide free access for their residents to the member libraries. Membership, as outlined in the interlocal agreement for municipalities without libraries, would require a per capita fee of \$7.59 for the first year of the Cooperative. Thereafter, the per capita rate would be based on the previous year's combined per capita cost of the participating libraries and the county allocation to the Cooperative. The interlocal agreement has provisions for any municipality to terminate membership from the Cooperative, upon proper notice.

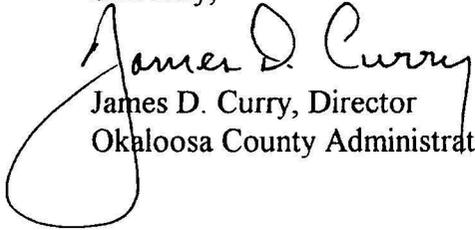
On behalf of Okaloosa County and the participating cities, we would like to extend an invitation to the city of Cinco Bayou to join the Okaloosa County Library Cooperative and extend free library service to your residents at all participating libraries. I have included a copy of a draft interlocal agreement that we must execute by the end of August to qualify for this year's State Aid to Libraries Program.

If you need any additional information or would like someone to speak at a Council meeting,

please feel free to contact me at 689-5007 or County Manager Chris Holley at 651-7515

Thank you for your consideration in this matter.

Sincerely,


James D. Curry, Director
Okaloosa County Administrative Services

Attachment: Draft Interlocal Agreement

Okaloosa County Public Library Cooperative

Interlocal Agreement

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Fort Walton Beach, Mary Esther and Niceville, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide libraries and cultural facilities and programs; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and,

WHEREAS, the County is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service;

THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.

2. DEFINITIONS

(a) "Citizen Member" shall mean the two governing board members appointed by the County representing citizens who use the library. This person shall live in the geographic area he or she represents and will not be an elected official or county government employee.

(b) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.

(c) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public Library Governing Board who administers and coordinates Cooperative activities and who meets the

DRAFT: Last Revision - August 7, 1997

1 requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d),
2 Florida Administrative Code.

3 (d) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.

4 (e) "Crestview" shall mean the city of Crestview, a municipal corporation located in
5 Okaloosa County, Fl., that operates the Robert L. F. Sikes Public Library.

6 (f) "Fort Walton Beach" shall mean the city of Fort Walton Beach, a municipal corporation
7 located in Okaloosa County, Fl., that operates the Fort Walton Beach Library.

8 (g) "Governing Board" shall mean the governing body of the Okaloosa County Public Library
9 Cooperative as empowered pursuant to the Agreement.

10 (h) "Mary Esther" shall mean the city of Mary Esther, a municipal corporation located in
11 Okaloosa County, Fl., that operates the Mary Esther Public Library.

12 (i) "Niceville" shall mean the city of Niceville, a municipal corporation located in Okaloosa
13 County, Fl., that operates the Niceville Public Library.

14 (j) "Participating Governing Body" shall mean the governing body of Okaloosa County, the
15 governing bodies responsible for the decision and policy making activities of Participating Libraries and
16 the governing bodies of any Participating Municipalities without Libraries.

17 (k) "Participating Library" shall mean any of the libraries or library services located within
18 Okaloosa County that have entered into this Agreement.

19 (l) "Service Area" shall mean the unincorporated area of Okaloosa County and the
20 incorporated area of each participating governing body.

21 3. This Agreement shall constitute the entire agreement of parties hereto and of the
22 Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other
23 than those set forth herein. This Agreement shall be binding upon the parties and successors in interest,
24 in accordance with its terms. No modification or amendment of the Agreement shall be binding or valid
25 unless in writing approved by each Participating Governing Body and by the Governing Board, and
26 executed on behalf of each Participating Governing Body and the Governing Board.

27 4. TERMS: The term of this Agreement shall commence and be effective on the date the
28 last party signs the agreement or by October 1, 1997 whichever comes first, and shall end or be renewed
29 September 30, 2000 unless terminated in accordance with the provisions of the Agreement or unless
30 extended by supplemental Agreement subject to renewal and revision.

31 5. WITHDRAWAL OR TERMINATION: Any Participating Governing Body may withdraw
32 from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities
33 under the Agreement. The termination and withdrawal shall be effective on the next succeeding
34 September 30, and shall be accomplished by the giving of written notice of the withdrawal and
35 termination to the Governing Board and to each Participating Governing Body on or before May 15 prior
36 to the September 30 effective date of termination.

1 6. ADDITION OF NEW MEMBERS:

2 (a) Libraries: Any library within Okaloosa County may become a party to the Agreement
3 and a member of the Okaloosa County Public Library Cooperative that meets the following minimum
4 standards.

5 (1) Be administered by a governing board responsible for the decision and policy making
6 activities of the Participating Library.

7 (2) Be an established library with the physical facilities to securely house a library collection.

8 (3) Have an annual budget of at least \$40,000 and a continuous source of funding.

9 (4) Obtain approval by each Participating Governing Body and execution and delivery of a
10 counterpart original of the Agreement (as then in force), each of which must be satisfied prior to May 1
11 of a given calendar year.

12 Upon satisfaction of these conditions, the proposed new Participating Library shall become a
13 party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the
14 next succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges
15 and rights, accruing to all of the Participating Libraries under the Agreement.

16 (b) Municipalities without Libraries: Any municipality that does not operate a library may
17 become a party to the agreement and a member of the Okaloosa County Library Cooperative upon
18 meeting the following minimum standards.

19 (1) Shall provide annual fiscal support to the Cooperative which, when calculated on a per
20 capita basis for any year, shall be equivalent to the combined average per capita funding of Participating
21 Municipalities with Libraries, excluding all monies received from the Cooperative, and the County's per
22 capita funding for participation of residents in the unincorporated areas during the most current prior
23 year. The fiscal support required for participation of municipalities without libraries during the first year
24 of this Agreement (FY 1997/98) shall be at a per capita rate of \$7.59. For all subsequent years, the
25 Cooperative shall advise, by June 1 of each year, each participating municipality without a library of the
26 funding requirement for participation during the next fiscal year based upon the previous year's
27 combined average per capita costs.

28 (2) Approval by each Participating Governing Body and execution and delivery of a
29 counterpart original of the Agreement (as then in force), each of which must be satisfied prior to May 1
30 of a given calendar year.

31 Upon satisfaction of these conditions, the proposed new municipality shall become a party to the
32 Agreement and a member of the Okaloosa County Public Library Cooperative effective the next
33 succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges and
34 rights, accruing to all of the Participating Governing Bodies under the Agreement.

35 7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of
36 the Agreement by any Participating Library (whether early termination or otherwise), all real property and

1 equipment valued at more than \$500.00 purchased with state or federal funds that are not state
2 construction grant funds belongs to the Okaloosa County Public Library Cooperative and reverts to the
3 Florida Department of State, Division of Library and Information Services (State Library) if the
4 Cooperative ceases to exist. Property purchased with state construction grant funds remains the property
5 of the entity that received the state construction grant funds to purchase the property.

6 Materials and equipment purchased with local funds, whether funds of a municipality or the
7 County, shall remain the property of the Participating Library for which they were purchased, except in
8 the case of any subsequent agreement or amendment to this Agreement.

9 8. GOVERNING BOARD: The name of the Governing Board shall be Okaloosa County
10 Public Library Cooperative Board hereinafter called the Cooperative Board. Each Participating
11 Governing Body that operates a Participating Library will appoint one member on the Cooperative Board,
12 the County will appoint one member to represent the unincorporated area of the county, one citizen
13 member representing the north county areas (north of Eglin A.F.B.) and one citizen member representing
14 the south county areas (south of Eglin A.F.B.). Each member may designate one alternate
15 representative to act on their behalf during any absence. The first terms for each board member would
16 be set at the first board meeting with two board members having a one year term, two board members
17 having a two-year term and three board members having a three-year term. All terms will run for three
18 years after the first year. The Governing Board serves as the governing body for the Library Cooperative
19 and has the following powers, duties and responsibilities:

- 20 (a) Managing the affairs of the Cooperative
- 21 (b) Bylaws will be established by the Governing Board by March 1998 or earlier.
- 22 (c) There will be six or more open public meetings a year of the Governing Board.
- 23 (d) Board members will not be paid a salary or wages, but may be reimbursed for travel and
24 per diem expenses in accordance with section 112.061, Florida Statutes.
- 25 (e) Adopt a long-range plan and annual plans of service which are developed by the
26 Cooperative Coordinator and the Library Director's Council to describe goals, objectives
27 and activities of the Participating Libraries and the Participating Governing Bodies.
- 28 (f) Adopt a single, combined annual Cooperative budget that includes a line-item budget for
29 the Library Cooperative and the separate line-item budgets of each Participating Library.
30 Adoption by the Cooperative Board of the budgets of the Participating Libraries for the
31 purpose of including them in a single cooperative library budget does not constitute any
32 authority over such budgets.
- 33 (g) Receive and disburse funds from the County and from state and federal grant sources.
- 34 (h) Contract with the County to provide financial and personnel support services for the
35 Library Cooperative.
- 36 (i) Contract for services consistent with the Cooperative's Long-Range Plan and Annual

1 Plans of Service.

2 (j) Adopt a position description for and hire a Cooperative Coordinator.

3 9. STAFFING: The Cooperative Coordinator shall be hired by the Governing Board and
4 shall have the following minimal qualifications: A Master's degree in Library Science from an American
5 Library Association accredited university or college followed by two years of successful, full-time paid
6 library experience in a public library open at least 40 hours a week.

7 The Governing Board may establish any other qualifications for the Cooperative Coordinator and
8 any other employees of the Cooperative office and shall set positions, salary structure and benefits for
9 such staff. The Cooperative Coordinator, under the supervision of the Governing Board, shall interview,
10 select, supervise and recommend discharge of staff for the office of the Cooperative in accordance with
11 established policies.

12 All paid staff of the Participating Libraries shall remain employees of the Participating Governing
13 Bodies that operate each library and the Participating Governing Bodies shall retain all rights,
14 responsibilities and powers associated with employment of staff.

15 10. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE

16 COORDINATOR: The following activities, as a minimum, shall be carried out by the Cooperative
17 Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the
18 Cooperative Governing Board, and they may not be delegated through interlocal agreements or any
19 other service agreements: coordinate development of a single long-range plan for the Cooperative;
20 coordinate development of a single annual plan of service; compile a single annual budget that combines
21 all Participating Library budgets, the Cooperative office budget, and any state or federal grants for
22 submission with the Cooperative's State Aid application; implement the Cooperative long-range plan,
23 annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and
24 Participating Libraries as required by the Florida Department of State, Division of Library and Information
25 Services.

26 11. LIBRARY DIRECTORS' COUNCIL: The Council will advise the Cooperative Governing
27 Board on services, plans and policies for the Cooperative. The Council membership will include the
28 library director or library manager of each participating library and other appointments as deemed
29 necessary by the Governing Board. The Council will hold monthly meetings.

30 12. LONG-RANGE AND ANNUAL PLAN: The Cooperative Coordinator shall coordinate
31 development and implementation of a long-range plan for the operation, maintenance and development
32 of library services to the residents of the Cooperative Service Area. The long-range plan shall be
33 developed in coordination with the Cooperative's Governing Board, the participating governing bodies,
34 residents of the Service Area, and the Library Director's Council. The plan shall be adopted by the
35 Cooperative Governing Board and be maintained through a yearly update by the Cooperative
36 Coordinator in coordination with the aforementioned parties.

DRAFT: Last Revision - August 7, 1997

1 All authority with respect to Participating Library Governing Body funding of the long-range plan
2 and of any other library program or expenditure from Participating Library Governing Body funds shall lie
3 solely with the Participating Library Governing Body.

4 13. ANNUAL BUDGET: There shall be a single, combined annual Cooperative budget
5 for library service. The budget shall be developed along a fiscal year ending September 30 each year.
6 The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account
7 funds received from and expended by Participating Libraries, the County, state and federal
8 governmental sources, except state construction grants, and all other revenue sources received to
9 provide library service. The budget shall be adopted by the Cooperative Governing Board.

10 14. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS: The Governing Board,
11 on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or
12 bequests. Municipalities shall retain the authority to apply for state construction grants and to receive
13 gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property
14 or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination
15 provisions as set forth in this Agreement. All such monies, property, or funds granted to municipalities for
16 the benefit of a Participating Library shall remain the property of the Participating Library.

17 15. PURCHASING: Purchases shall be made by the Cooperative and Participating Libraries
18 in accordance with policies and procedures established by the respective governing bodies. In the use of
19 County allocations to the governing bodies of Participating Libraries, the governing bodies of
20 Participating Libraries may exercise its option to participate in centralized activities such as purchasing of
21 library materials, automation services and other related services for the benefit of the Participating
22 Library, whereupon the governing bodies of Participating Libraries agrees to authorize deduction by the
23 Cooperative Governing Board from the monies payable by the County to the Participating Governing
24 Bodies the costs of the centralized activities. The Participating Library shall retain ownership of materials
25 and equipment purchased by or for the Participating Library under the conditions outlined in Section 7 of
26 this Agreement.

27 16. FISCAL RESPONSIBILITY: The Cooperative shall procure an independent audit
28 annually of all funds administered by the Cooperative Coordinator, which audit shall be prepared and
29 presented to the Governing Board, each Participating Governing Body, and to the Florida Department of
30 State, Division of Library and Information Services, which shall then be used to qualify for the State Aid
31 Program. Each participating municipality with a library shall provide two copies of its audit for each fiscal
32 year, as it relates to library functions, to the Cooperative without request within thirty (30) days following
33 acceptance of the audit by the governing body of the municipality. The audit shall be presented with an
34 auditor's letter of opinion and the Finance Director's signature attached and a copy shall be forwarded by
35 the Cooperative to the Florida Department of State, Division of Library and Information Services, to
36 qualify for the State Aid Program.

1 The Cooperative Coordinator shall furnish to each Participating Governing Body, without request
2 within thirty (30) days following the previous period, a written quarterly report regarding the use and
3 expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by
4 source and expenditures by object code, year-to-date expenditures by object code, and the balance for
5 the fiscal year; form to be determined by the Cooperative. The governing body of each Participating
6 Library shall furnish to the Cooperative Coordinator, without request within thirty (30) days following the
7 previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to
8 library functions, under the control of the Participating Governing Body. Reports shall include quarterly
9 revenues by source and expenditures by object code, year-to-date expenditures by object code, and the
10 balance for the fiscal year; form to be determined by the Cooperative.

11 17. **APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS:** There is reserved to
12 the Participating Municipalities the sole and exclusive discretion to determine the amount of annual
13 appropriations from their own revenues and sources for the provision of library services. However,
14 minimum support at the level of funding appropriated prior to entering the Cooperative is recommended
15 for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend
16 funds using the Okaloosa Public Library Cooperative Long-Range Plan as a guide for library service
17 development.

18 18. **ALLOCATION OF OKALOOSA COUNTY FUNDS AND FUNDS FROM**
19 **PARTICIPATING MUNICIPALITIES WITHOUT LIBRARIES:** The Cooperative's Governing Board shall
20 disburse funds received by the County's allocation and those funds received from participating
21 municipalities without libraries according to the formula below:

22 1. Five percent (5%) of the monies allocated by the County and collected from participating
23 municipalities without libraries shall be used for Outreach Services for the Cooperative.

24 2. Fifteen percent (15%) of the monies allocated by the County and collected from participating
25 municipalities without libraries shall be used for administrative costs of the Cooperative.

26 3. The remaining funds, eighty percent (80%), allocated by the County and collected from
27 participating municipalities without libraries shall be equally distributed to Participating Municipalities with
28 Libraries according to the percentage of the total budget for the most current prior year of operation and
29 maintenance of a member library, excluding all monies received from the Cooperative. Distribution shall
30 be based on submittal of annual operating costs with descriptive codes in accordance with the state chart
31 of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to
32 exceed 90 days) after receipt.

33 After the first two full fiscal years (October 1, 1997 to September 30, 1999) of the Cooperative, the
34 disbursement formula shall be reviewed for modifications deemed appropriate following review of data
35 collected indicating the number of users for each library and/or use of each library's collection. Any
36 change to the allocation formula will require a modification or amendment to this Agreement and

1 execution by each Participating Body.

2 19. **LIBRARY USE:** Participating Libraries operated by incorporated cities shall monitor
3 library card registration and circulation by patrons who are not residents of the city in which the library is
4 located by preparation of statistical reports of library items circulated by statistical classes to be
5 established by the Cooperative, on a monthly basis. Statistical reports of library use shall be submitted to
6 the Cooperative each month within thirty (30) days following the previous period.

7 20. **ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES:**
8 Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to
9 the provision of library services; Participating Governing Bodies shall retain local autonomy and control
10 of the operations and functions of its participating library, except where Participating Governing Bodies
11 have ceded authority to the Cooperative Governing Board through this agreement.

12 21. **INDEMNIFICATION:** The Cooperative shall be liable for its actions and responsible for
13 the Cooperative to the extent permissible by law.

14 Subject to the provisions of section 768.28, Florida Statutes, Participating Governing Bodies
15 agree to indemnify and hold the Cooperative harmless, and the Cooperative agrees to indemnify and
16 hold Participating Governing Bodies harmless from and against any actions at law to recover damages in
17 tort for money damages for injury or loss of property, personal injury, or death arising out of this
18 Agreement and caused by the negligent or wrongful act or omission of any employee under
19 circumstances in which the Participating Governing Bodies, if a private person, would be liable to the
20 claimant, in accordance with the general laws of the State of Florida. Participating Governing Bodies
21 shall be liable for their actions and responsible for the Participating Governing Bodies to the extent
22 permissible by law.

23 This indemnification shall continue in full force and effect subsequent to and notwithstanding the
24 expiration or termination of this agreement.

25 The full execution of this Agreement shall obligate the Cooperative Governing Board and
26 Participating Governing Bodies to comply with this indemnification.

27 22. **INSURANCE:** The Cooperative and Participating Governing Bodies shall provide, pay
28 for, and maintain in force at all times during this Agreement insurance to covers its buildings, contents
29 and vehicles, workers' compensation, liability and any other insurance required by law.

30 23. **MODIFICATION OF AGREEMENT:** No modification, amendment, or alteration of the
31 terms or conditions contained herein shall be effective unless contained in a written document executed
32 by the parties hereto, with the same formality, and of equal dignity herewith.

33 24. **NOTICE:** All notices, demands, or other writings required to be given or made or sent in
34 this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to
35 have fully given or made or sent when in writing and addressed to:

DRAFT: Last Revision - August 7, 1997

1	<u>OKALOOSA COUNTY</u>	<u>CITY OF CRESTVIEW</u>
2	COUNTY MANAGER	MAYOR
3	Okaloosa County	City of Crestview
4	1804 Lewis Turner Blvd.	P. O. Box 1209
5	Suite 400	Crestview, Fl. 32536
6	Fort Walton Beach, Fl. 32547	

7		
8	<u>CITY OF FORT WALTON BEACH</u>	<u>CITY OF MARY ESTHER</u>
9	CITY MANAGER	CITY MANAGER
10	City of Fort Walton Beach	City of Mary Esther
11	P. O. Box 4009	195 Christobal Road
12	Fort Walton Beach, Fl. 32549	Mary Esther, Fl. 32569

13

14 CITY OF NICEVILLE

15 CITY MANAGER

16 City of Niceville

17 212 Partin Drive

18 Niceville, Fl. 32578

19

20 25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the

21 parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid,

22 it shall be considered deleted therefore, and shall not invalidate the remaining provision.

23

24 IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective

25 dates under each signature.

26

27 (Insert signators, dates & witness lines)

PARTICIPATION FOR MUNICIPALITIES WITHOUT LIBRARIES
 COOPERATIVE COMBINED AVERAGE PER CAPITA

DRAFT

	Population Est. 1995	Budget FY 96/97
Fort Walton Beach	22,003	\$292,707
Mary Esther	4,347	\$107,346
Niceville	11,975	\$201,400
Robert L. F. Sikes	12,155	\$215,618
Okaloosa County	96,664*	\$300,000**
	<hr/>	<hr/>
	147,144	\$1,117,071

Total funding	\$1,117,071.00
Divided by service area population	147,144
Combined Average Per Capita	<hr/> \$7.59

*Represents total residents in the unincorporated areas

**Represents County allocation to Cooperative for FY 97/98

DRAFT

**Okaloosa County Library Cooperative
Projected Distribution Allocations for FY 97/98**

City Budgets FY 1996/97		
	% of Total	Amount of Allocation
Fort Walton Beach	36%	\$86,400
Mary Esther	13%	\$31,200
Niceville	25%	\$60,000
R. L. F. Sikes	26%	\$62,400

* Allocations based on County contribution (\$300,000) and set-asides of 5% for Outreach and 15% for Administrative Costs

Proposed Cooperative Budget

Fort Walton Beach	\$292,707
Mary Esther	\$107,346
Niceville	\$201,400
R. L. F. Sikes	\$215,618
Total Municipalities	<u>\$817,071</u>
County	\$300,000
Total Combined	<u>\$1,117,071</u>

State Aid @ .1058	\$118,186
Set-asides	\$60,000
*Establishment Grant	\$55,000
*Development Grant	\$50,000
	<hr/>

Total Cooperative Funds \$283,186

* Available for first year of Cooperative

SAMPLE BUDGET FOR COOPERATIVE ADMINISTRATIVE OFFICE
AND SERVICES SUPPORT FOR ANNUAL PLAN OF SERVICE

DRAFT

Personnel 100, 200	
120 Coordinator Salary	\$45,000.00
130 Half time Clerk salary	\$10,000.00
200 Benefits	\$19,500.00

0.3

Operations 300, 400, 500	
310 Professional Services	
320 Accounting/Auditing	County
330 Legal	County
340 Contractual Services (Outreach/ORBIT)	\$15,000.00
400 Travel	\$ 6,000.00
(Coordinator, Library Managers and Governing Board)	
410 Communications	\$ 5,000.00
(phone, 56kb Internet Connection postage, fax line)	
430 Utilities	County
440 Rental Leases	
450 Insurance	County
460 Repairs & Maintenance	
470 Printing & Binding	
480 Promotional Activities	\$ 2,000.00
490 Other Current Charges	
510 Office Supplies	\$ 3,000.00
520 Operating Supplies	
540 Books, Publications & Dues	\$ 1,000.00
PLAN	\$ 500.00
FLA	200.00
Journals	200.00
Books	100.00
640 Machinery & Equipment	\$ 9,500.00
Computer	\$ 2,000.00
Laser Printer	500.00
Fax Machine	1,000.00
Office Furniture	1,000.00
Copier	5,000.00
SUBTOTAL	\$116,000.00

Annual Plan of Service\Implementation	
Rental Books	\$ 8,000.00
4 libraries @ 2,000 each	
Reference Service (Contract w/1 lib)	\$ 5,000.00
Web Page Development	\$ 1,000.00
Courier	\$15,000.00
Collection Support	\$10,000.00
SUBTOTAL	\$ 39,000.00
TOTAL	\$ 155,000.00

DRAFT

PROPOSED LIBRARY COOPERATIVE
ESTIMATE OF POSSIBLE COUNTY IN-KIND SERVICES

Fiscal Services (Accounting/Auditing)	2,000
Personnel Services	1,500
Legal	2,000
Office Rent/Lease/Utilities	18,000
Insurance (Liability/Property)	3,500

Total In-Kind	27,000

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Payne Virgil E.		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Town Council of Cinco Bayou	
MAILING ADDRESS 4 Opp Blvd		THE BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY COUNTY FWB Okaloosa		CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY <input checked="" type="checkbox"/> Town	
DATE ON WHICH VOTE OCCURRED 18 August 1997		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes. The requirements of this law are mandatory; although the use of this particular form is not required by law, you are encouraged to use it in making the disclosure required by law.

Your responsibilities under the law when faced with a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

ELECTED OFFICERS:

A person holding elective county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

In either case, you should disclose the conflict:

- PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*
- WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

A person holding appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his special private gain. Each local officer also is prohibited from knowingly voting on a measure which inures to the special gain of a principal (other than a government agency) by whom he is retained.

A person holding an appointive local office otherwise may participate in a matter in which he has a conflict of interest, but must disclose the nature of the conflict before making any attempt to influence the decision by oral or written communication, whether made by the officer or at his direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You should complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form should be provided immediately to the other members of the agency.
- The form should be read publicly at the meeting prior to consideration of the matter in which you have a conflict of interest.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You should disclose orally the nature of your conflict in the measure before participating.
- You should complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Virgil E Payne, hereby disclose that on 18 August, 1997:

(a) A measure came or will come before my agency which (check one)

inured to my special private gain; or

inured to the special gain of _____, by whom I am retained.

(b) The measure before my agency and the nature of my interest in the measure is as follows:

DURING THE COUNCIL MEETING OF 18 AUGUST 1997, AN ISSUE OF COST OF LIVING INCREASE IN ANNUAL SALARY FOR THE TOWN MANAGER WAS BROUGHT TO THE TABLE, AT WHICH TIME I ANNOUNCED PUBLICLY I WAS WITHDRAWING FROM PARTICIPATION FROM ANY ACTION ON THE SUBJECT, DUE TO MR. ALBERT BORCHIK BEING MY FATHER-IN-LAW.

18 Aug 1997
Date Filed

Virgil E. Payne
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317 (1985), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.