

TOWN OF CINCO BAYOU
SPECIAL MEETING
SEPTEMBER 10, 1984

The Special Meeting of the Town of Cinco Bayou Town Council was called to order at 7:00 P.M.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Usrey requested the Clerk call the roll.

ROLL CALL

Present: Mayor Usrey
Councilman Davis
Councilman Johnston
Councilman Laginess
Councilman Perry

Absent: Councilwoman Kelley

Also Present: Attorney Gontarek Clerk Borchik
Bart Hudson Secretary Knox
Larry Childers

1. PUBLIC HEARING - Proposed Millage Rate, Operating Budget and Capital Improvements Budget for FYE 1985 - Mayor Usrey stated there would be a Public Hearing on September 17, to tentatively adopt the millage and budgets and a Public Hearing on September 21 for review of the final millage and budgets and a Public Hearing on September 27 to adopt the final millage and budgets.

2. PUBLIC HEARING - 1st Reading of Ordinance granting non-exclusive franchise to Cosmic Communications - Attorney Gontarek read the ordinance by title only. Councilman Johnston moved to approve the first reading of the ordinance, seconded by Councilman Davis. The motion was unanimously approved.

There being no further business, the Special Meeting adjourned at 7:05 P.M.

COUNCIL AS COMMITTEE MEETING

MINUTES - Mayor Usrey asked the Council to review the minutes of the August 13, August 20, and August 31, 1984 Town Council Meetings for approval at the next council meeting.

FINANCIAL REPORT - Mayor Usrey asked the Council to review the financial report for August, 1984 for approval at the next council meeting.

REGULAR BUSINESS

1. Northwest Florida Sanitation Service - Mr. Hudson - Mr. Bart Hudson, Northwest Florida Sanitation Service, advised the Council

that his family is in the process of selling the assets of Northwest Florida Sanitation Service to Environmental Waste Systems, Ltd. Mr. Hudson requested that the franchise granted by the Town to Northwest Florida Sanitation be transferred to Environmental Waste Systems, Ltd. Mr. Harold Hudson will remain with Environmental Waste Systems as local manager. After some discussion, Mr. Hudson advised the Council that a formal request will be made at next week's meeting.

2. Request - Baughn Alignment - Mr. Larry Childers, Baughn Alignment requested that the Council allow him to lease the dead-end street adjoining his property. If approved, the area will be fenced and covered with oyster shells for parking. After some discussion, Mayor Usrey asked Councilman Davis to look into the matter and present a recommendation to the Council next week.

3. Florida League of Cities Membership - 1985 - Mayor Usrey advised the Council that the Florida League of Cities Membership is due for renewal in September for 1985. The annual membership fee is \$150.00. The Council will act on this item during the regular Council Meeting.

4. Fall Clean-Up - Mayor Usrey advised that dates need to be set up for the Fall Clean-Up, probably around the end of October. Mr. Bart Hudson, Northwest Florida Sanitation advised the Council that he saw no problems with the Fall Clean-Up, but would have an answer for the Council at next week's meeting.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME

COMMITTEE REPORTS

Standing Committees

1. Streets & Sidewalks - Councilman Davis - Councilman Davis asked if the sidewalk had been repaired in front of Serigraphia on Opp Boulevard. The Clerk advised that he would check into the matter.

2. Parks - Councilwoman Kelley. No report

3. Finance & Budget - Councilman Johnston. No report

4. Waterfront - Councilman Perry. No report

5. Civil Defense - Councilman Perry. No report

6. Neighborhood Watch - Councilman Laginess. No report

Special Committees

1. Bicycle Path - Councilman Johnston. No report

At this point, Mr. Larry Childers, Baughn Alignment, asked the Council why parking on the right-of-way will be prohibited in

business areas where there are no sidewalks. After some discussion, Councilman Davis was asked to also look into this matter and report back to the Council.

2. Building Codes - Councilman Laginess. No report
3. Comprehensive Plan Review - Councilman Perry. No report
4. Glenwood Park - Councilwoman Kelley. No report

ATTORNEY'S REPORT. None

CORRESPONDENCE. None

CLERK'S REPORT

1. The Clerk advised that only one person has submitted qualification papers for the position of Mayor. There are also two Council seats up for election and several people have picked up papers, but none have been filed as of this date. The deadline for qualifying is noon, September 18.
2. The Clerk advised that the League of Cities Dinner will be held on September 20 at the Eglin Officer's Club Open Mess. Reservations will be needed at next week's meeting.
3. The Clerk advised that the Glenwood Park contract has been signed by Quatre and work should begin within the next few days. Change orders are being prepared on the use of bolts and the longer pieces of lumber.

MAYOR'S ANNOUNCEMENTS. None

There being no further business, the meeting was adjourned at 7:40 P.M.



MAYOR

Attest:



TOWN 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 Clerk.



MEMORANDUM

TALLAHASSEE OFFICE
EXECUTIVE DIRECTOR
Raymond C. Sittig
LEAGUE COUNSEL
James R. Wolf

September 7, 1984

TO: All Member Municipalities
FROM: Raymond C. Sittig, Executive Director
SUBJECT: 1985 Membership Dues and FMR Subscriptions

Enclosed is a statement for your city's 1985 membership dues for the Florida League of Cities. The dues structure has not been increased for the past 12 years and the only adjustments are those determined by a population increase or decrease. We are pleased to report that our pooled insurance programs for workers' compensation, liability, and the health and pension trusts are in good condition and we anticipate continued growth in these programs. Because of these programs and the financial supervision of your League by the Board of Directors, we feel you will agree that your League dues are public dollars well spent. All municipal officials are invited to come by and visit with your League staff at the Headquarters Building at 201 West Park Avenue in Tallahassee.

Also enclosed is a copy of the names of elected and appointed officials for your city from our files. Three of these - Mayor, City Manager or City Clerk, and City Attorney - are designated by our Board of Directors to receive, at no additional cost, the League's monthly publication, the FLORIDA MUNICIPAL RECORD. (The Postal Service allows only three unpaid subscriptions as part of the membership dues.) The remaining city officials may receive copies during the next fiscal year for the annual subscription charge of \$6.00 each. The Postal Service requires us to charge this subscription fee because of our second class mail permit.

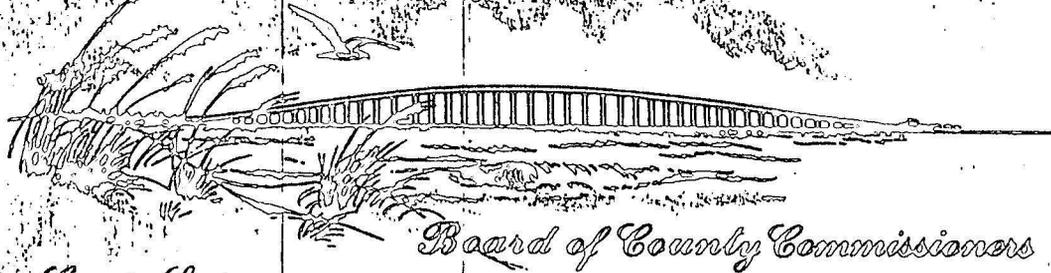
We would like to see the circulation of the FMR grow - for this means that information and educational articles are reaching more city officials. It is important that you update the enclosed list as soon as possible and return it to the League office because of the mailing requirements of the Postal Service.

We are looking forward to continuing to serve your city as a member of the Florida League of Cities.

Enclosure



- OFFICERS**
PRESIDENT
Lawrence J. Kelly
Mayor, Daytona Beach
FIRST VICE PRESIDENT
Henry Cook
Councilman, Jacksonville
SECOND VICE PRESIDENT
Bob Martinez
Mayor, Tampa
DIRECTORS
AT-LARGE
Barry D. Schreiber
Commissioner, Metro-Dade County
Gerald F. Thompson
Commissioner, Broward County
Virginia S. Young
Mayor Pro Tem, Fort Lauderdale
CONGRESSIONAL DISTRICTS
Montel M. Johnson
Mayor, Lynn Haven
James R. Ford
Commissioner, Tallahassee
William S. Howell
Mayor, Atlantic Beach
George E. Musson
Mayor, New Smyrna Beach
John H. Land
Mayor, Apopka
Wayne L. Rubins
Mayor, Ocala
Lee Duncan
Councilman, Tampa
J. Wilson Rood
Mayor, Belvoir Bluffs
Jack L. Colla
Commissioner, Dunedin
William R. Goddard
Commissioner, Bartow
James H. Schmidt
Mayor, Titusville
M. Cox
Mayor, South Bay
Ellis Solomon
Mayor, Ft. Myers
O. B. "Ben" Gaiger
Mayor, Coral Springs
Vacancy
District 15
John Bartino
Vice Mayor, Dania
Robert Taylor
Councilperson, North Miami Beach
Dr. Louis Haas
Vice Mayor, Bay Harbor Islands
Bobby Andrews Lantz
Commissioner, South Miami
10 LARGEST CITIES
William E. Carter
Councilman, Jacksonville
J. L. Plummer, Jr.
Commissioner, Miami
Helen Chavez
Councilperson, Tampa
William Bond, Jr.
Councilman, St. Petersburg
Raul L. Martinez
Mayor, Hialeah
Richard A. Mills, Jr.
Commissioner, Fort Lauderdale
Gloria E. Hood
Commissioner, Orlando
Cathleen Anderson
Commissioner, Hollywood
Vacancy
Miami Beach
Rita J. Garvey
Commissioner, Clearwater
PAST PRESIDENTS
Robert "Bo" Donly
Commissioner, Dania
C. Froman
St. Petersburg
FCCMA
Daniel A. Klomen
City Manager, Tallahassee



Board of County Commissioners

County Seal
Crestview, Florida 32536
Tel. (904) 682-2711

Okaloosa County
Florida

Annex
Palm Bay, Florida 32909
Tel. (904) 651-9100

August 21, 1984

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Environmental Waste System, Ltd.
Nine Mile Road
Pensacola, Florida

Re: Transfer of Franchise

Gentlemen:

This is to notify you that on August 14, 1984, the Board of County Commissioners of Okaloosa County, Florida, approved the transfer to you of that certain franchise held by Northwest Florida Sanitation Services, Inc., which was originally enacted March 28, 1972.

All terms and conditions of said franchise shall continue in full force and effect and you shall be required to comply with all conditions of the Ordinance in effect.

Sincerely,

JOHN R. DOWD
County Attorney

JRD/ms

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Please Address Reply To:

ORDINANCE NO. 94

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE GRANTING TO COSMIC COMMUNICATIONS, INCORPORATED THE RIGHT TO ERECT, MAINTAIN AND OPERATE TRANSMISSION AND DISTRIBUTION FACILITIES AND ADDITIONS THERETO, IN, OVER, ALONG, ACROSS AND UPON THE STREETS, LANES, AVENUES, ALLEYS, BRIDGES, HIGHWAYS AND OTHER PUBLIC PLACES IN THE TOWN OF CINCO BAYOU, FLORIDA AND SUBSEQUENT ADDITIONS THERETO, FOR THE PURPOSE OF TRANSMISSION BY CABLE AND DISTRIBUTION OF TELEVISION IMPULSES AND TELEVISION ENERGY TO THE INHABITANTS OF SAID TOWN FOR A PERIOD OF SIX YEARS, AND PRESCRIBING CERTAIN TERMS AND CONDITIONS UNDER WHICH SAID CORPORATION IS TO OPERATE, ESTABLISHING A THREE PERCENT (3%) FRANCHISE FEE AND A PROCEDURE FOR RESOLVING SUBSCRIBER COMPLAINTS, PROVIDING THAT THE GRANTEE SHALL POST A TWO THOUSAND DOLLAR (\$2,000.00) BOND FOR PAYMENT OF LIQUIDATED DAMAGES TO THE TOWN AND PROVIDING FOR AN EFFECTIVE DATE, INCORPORATING FEDERAL COMMUNICATIONS COMMISSION REGULATIONS, ESTABLISHING RATES AND RATE MAKING PROCEDURE, AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

Section 1. Franchise Granted:

In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified the right, privilege and authority is hereby granted to Cosmic Communications, Incorporated of Valparaiso, Florida, hereinafter referred to as the "Grantee", to erect, maintain and operate television transmission and distribution facilities and additions thereto in, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges and other public places in the Town of Cinco Bayou, Florida, and subsequent additions thereto, for the purpose of transmission and distribution of coaxial cable and associated appurtenances, television impulses and television energy, both community antenna and closed circuit, F. M. music system and background music system, in accordance with the laws and regulations of the United States of America and the State of Florida, now in existence and hereinafter to be enacted for a period of six years from and after September _____, 1984, subject to the conditions hereof.

Section 2. Television Defined:

Whenever used in this ordinance, the word "Television" shall mean a system for simultaneous transmission of audio signals and transient visual images by means of electrical impulses.

Section 3. Poles for Distribution System:

The poles used for the Grantee's distribution system shall be those erected and maintained by the Central Telephone Company and the Gulf Power Company when

of six (6) years from and after September ____, 1984, and shall cease and terminate at the expiration of such time and at the end of said period. The Town of Cinco Bayou, Florida, shall have the right, upon finding that such service has not been reasonably furnished to the public, upon hearing, and after notice to Grantee, its successors, heirs or assigns to cancel or terminate the franchise.

Section 8. Grantee Not to Engage in Business of Selling or Repairing Televisions:

The Grantee shall not, in any manner or form, engage in the business of selling or repairing television sets nor shall it, nor its stockholders, agent or employees, solicit, refer, advertise for or in any way be interested in connected with or associated themselves with any such company or firm that is in the business of selling, maintaining or repairing televisions.

Section 9. Use of Television System for Advertising by Grantee:

Grantee shall not use the television system for advertising except as to any channel installed by the corporation for local coverage, without consent of the Town, and only in conformance with such regulations that the Town shall impose.

Section 10. Franchise Fee Established:

The annual franchise fee will be payable to the Town of Cinco Bayou in an amount equal to three percent (3%) of the Grantee's gross subscriber revenues per year derived from regular cable television service (residential and commercial) in the Town. Such fees shall be due and payable annually on the anniversary date of this grant.

Section 11. Reference to Parties to Include Successors or Assigns:

Whenever, in this ordinance, either the Town of Cinco Bayou or the Grantee corporation is named or referred to, it shall be deemed to include the respective successor or successors or assigns of either and all rights, privilege and obligations herein conferred shall bind and inure to the benefit of said successor or successors or assigns of said Town or of the Grantee.

Section 12. Grantee to Post Bond Amount:

Within thirty (30) days, after the effective date of this ordinance, the said Grantee shall post corporate or performance surety bond in the amount of

and where practical provided mutually satisfactory rental agreements can be entered into with the said Central Telephone Company and Gulf Power Company. In the event the additional poles need be erected, they will be erected in such manner and in such places approved and specified by the Town.

Section 4. Location, Construction and Maintenance of System:

The Grantee's transmission and distribution system, poles, wires and appurtenances shall be located, directed and maintained so as not to endanger or interfere with the lines, persons, or to interfere with any improvements the Town may deem proper to make or to hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, or other public property. Construction and maintenance of the transmission distribution system, including housing connections, shall be in accordance with the provision of the National Electric Safety Code prepared by the National Bureau of Standards and the National Board of Fire Underwriters and such applicable ordinances and regulations of the Town of Cinco Bayou, Florida, effecting electrical installations which may be presently in effect or may be enacted by the Town Council of the Town of Cinco Bayou, Florida.

Section 5. Damages During Construction of System:

All streets and sidewalks and other Town or public property that may be damaged in the construction of said system and its lines shall be properly repaired by said Grantee, at its own expense, and to the satisfaction of the governing body of the Town of Cinco Bayou, Florida, provided further, however, that if such repairs are not properly made by the Grantee herein, that the Town of Cinco Bayou, Florida, after reasonable notice to the Grantee, may make such repairs as it may deem necessary and charge the same to the Grantee.

Section 6. Corporation to Hold City Harmless for Damages Resulting from Negligence:

The said corporation shall hold the said Town of Cinco Bayou, Florida, safe and harmless from all damages, or claims of damages, arising from reason of the negligence in constructing or maintaining or operation of said coaxial cable system.

Section 7. Term of Franchise, Termination by Town:

The right, privilege and franchise hereby granted is granted for a period

Two Thousand Dollars (\$2,000.00) with the Town of Cinco Bayou. The sum of which shall be to bond the Grantee for payment thereof to the Town as and for liquidated damages in the event the Grantee shall fail to have operational television service within twelve (12) months from the effective date of this ordinance provided, however, the Town may extend the period for good cause.

Section 13. Duty of Grantee to Furnish Services and Comply With Operational Dates and Minimum Fees:

That as a further consideration for the granting of the franchise herein, the Grantee, its successors, heirs and assigns, agree to furnish the television service and comply with the operational dates and minimal rates as set forth in their application which is hereby made a part of this ordinance and has been filed with the Town Council.

Section 14. Restrictions on Stock Ownership by Town Officials:

No active, elected or appointed official of the Town of Cinco Bayou, Florida, shall be allowed to be a stockholder from time of effective date of this ordinance.

Section 15. Transferability:

Cinco Bayou, Florida hereby consents that Cosmic Communications, Incorporated may transfer the franchise to anyone it selects.

Section 16. Disposition by Grantee of Complaints:

The Grantee shall maintain a technically qualified staff to investigate and resolve all complaints regarding the quality of service, equipment malfunction, etc. as expeditiously as reasonably possible after receipt of subscriber complaints regarding to cable television operations. Grantee shall investigate such complaints and resolve them to the extent reasonably possible and agents of the franchisee shall be available, in the Town, for such purposes. Complaints shall be handled from Grantee's office, through its dispatcher, to its radio equipped vehicle during normal working hours and through its answering service after normal working hours, Saturdays, Sundays and holidays. The Town Clerk of the Town shall have primary responsibility for the continuing administration of the franchise, on behalf of the Town and of the reasonable implementation of the foregoing complaint procedures. Notice of the foregoing will be given by the Grantee to each new subscriber at the time of initial regular subscription to

the cable system.

Section 17. Grantee Shall Comply With All Federal, State and Municipal Laws, Rules and Regulations:

Any modifications or revisions of Section 76.31 of the Rules of Federal Communications Commission resulting from amendments by said commission shall be incorporated into the franchise, as amended, within one (1) year of adoption of the modification or at the time of renewal of the franchise, as amended, whichever ever occurs first.

Section 18. Procedure for Increase of Rates:

The rates for regular subscriber service which may be charged by Grantee are as hereinafter set forth. No increases in such rate for regular service shall be made except as authorized by the Council, after a public proceeding affording due process, and such authorization shall not be unreasonably withheld. Any application for a rate increase shall be acted upon within sixty (60) days after submission thereof and consent shall be deemed given if the Council has not acted within said time. Rates for regular subscriber services shall be just, reasonable and adequate and shall, at all times, be maintained consistent with Grantee's increased capital and operating costs including, without limitation, increased costs due to inflation, and shall not exceed the rates in effect by the City of Fort. Walton Beach, Florida. The following rate chart shall be in effect for Cinco Bayou, Florida franchise:

Residential Subscribers

<u>Description</u>	<u>Aerial</u>	<u>Underground</u>
Initial Installation (standard install 150')	\$20.00	\$25.00
Initial Installation (non-standard, 150' +)	Cost. +	Cost. +
Monthly Service Charge (first outlet)	9.00	9.00
Installation of Each Additional Outlet	12.50	12.50
Monthly Service Each Additional Outlet	1.50	1.50
Reconnect Fee (if service suspended)	10.00	10.00
Reactivate Existing Drop (previous customer)	10.00	10.00
Relocate Outlet	12.50	12.50

Commercial Subscribers

Installation and monthly service are negotiable between Grantee and subscriber.

Section 19. Severability:

Should any section, clause or provision of this ordinance be declared invalid by court of record, the same shall not effect the validity of the ordinance as a whole or in part thereof, other than the part declared invalid.

Section 20. Effective Date:

This ordinance shall take effect immediately upon its passage and approval by the Mayor.

Section 21. Acceptance by Grantee:

The Grantee, its successors or assigns shall, within ten (10) days after the effective date of this ordinance, file a written acceptance of the franchise, as submitted, with the Town Clerk, failing which, the rights and privileges granted by this ordinance shall terminate.

ADOPTED this _____ day of _____, 1984.

APPROVED:

MAYOR

ATTEST:

TOWN CLERK