

**TOWN OF CINCO BAYOU
REGULAR TOWN COUNCIL MEETING
SEPTEMBER 11, 1997**

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL: Mayor Drabczuk
Councilman Beard
Councilman Kendrick
Councilwoman Leach
Councilman Payne
Councilman Skelly

REGULAR BUSINESS

1. COUNCIL APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Minutes, Local Planning Agency - July 29, 1997
- B. Minutes, Local Planning Agency - July 31, 1997
- C. Minutes, Council Meeting - August 14, 1997
- D. Minutes, Special Council Meeting - September 4, 1997
- E. Financial Report - August, 1997
- F. List of Deposits and checks, August, 1997

3. ACTION ITEMS

- A. Laguna Landing
- B. Tree Board Report
- C. Letter of Agreement, Creel, Bryan & Gallagher
- D. Library Cooperative Interlocal Agreement
- E. Solid Waste Transfer Station Agreement

4. ENGINEER'S REPORT

5. ATTORNEY'S REPORT

6. TOWN MANAGER'S REPORT

7. PUBLIC REQUESTS/COMMENTS (LIMIT PRESENTATIONS TO 3 MINUTES)

8. COUNCILMEMBERS REPORTS/COMMENTS

9. CORRESPONDENCE

10. MAYOR'S ANNOUNCEMENTS

11. ADJOURN

**TOWN OF CINCO BAYOU, FLORIDA
REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 11, 1997**

PRESENT

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

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

1. COUNCIL APPROVAL OF AGENDA. Mayor Drabczuk requested that an Audit Report be added to the meeting agenda and be heard first, ahead of item 3A. Councilman Kendrick made a motion to add the Audit Report to the agenda, seconded by Councilman Payne. The motion was unanimously approved.
2. CONSENT AGENDA - Councilman Payne made a motion to approve the Consent Agenda, seconded by Councilwoman Leach. . The motion was unanimously approved.

3. ACTION ITEMS

3. A. AUDIT REPORT - Mrs Cummins, CPA with Creel Bryan & Gallagher, advised the Council that the special audit performed to investigate the possible misuse of town funds has resulted in identifying approximately \$7,400.00 that was spent for other than town purposes. She further stated that an investigation is ongoing concerning the use of federal funds and that Creel, Bryan & Gallagher is not a part of that investigation. Mrs Cummins also advised the Council that the audit report had been given to the Okaloosa County Sheriff's Department Investigation Office for their use in their investigation. Attorney McInnis then introduced Mr. Pinkerton, Mr. Bell's Attorney. Mr. Pinkerton stated that in his conversations with Mr McInnis, he understood that in addition to the amount indicated in the audit, the audit fees, approximately \$10,050.00 and legal fees, \$2,500.00, would be included in the total amount, approximately \$20,000.00. He went on to say that since no warrant had been issued, the Council had several options, The principal being prosecution or restitution. He indicated that Mr. Bell was willing to provide full restitution and if this option was selected, would deposit funds with Mr. Pinkerton no later than 5:00 PM, Monday, September 15, 1997. He also stated that this was not an admission of guilt by Mr. Bell but since he was the Town Manager during the period of the alleged misuse of funds, it was his responsibility to make restitution. Mayor Drabczuk asked Mr. McInnis to explain ;the options open to the Council. He advised the Council that they would have not part in the investigation concerning the use of federal fund. He went on to explain the options, i.e., restitution without prosecution or prosecution, open to the Council. Councilman Skelly made a motion to accept restitution from Mr. Bell, seconded by Councilman Payne. The motion was unanimously approved.

3.A- LAGUNA LANDING- Ms. Robyn Gaston, Choctaw Engineering, presented a revised drawings of the proposed project, explaining the areas of concern discussed during the July 31 Council meeting. Under the revised plan, the Laguna Street/Yacht club drive entrance would be widened along with the street itself and "Grassy Pavers" would be used for the street where the trees are presently located. Following a short discussion, Councilman Kendrick made a motion to accept the recommendation for approval of the project from the Local Planning Agency, seconded by Councilman Payne. The motion was approved on a 3 to 2 vote with Councilwoman Leach and Councilman Skelly voting "No". Councilman Beard questioned the landscaping plan for the right-of-way along Eglin Parkway and DOT approval. To date, DOT has not responded to the landscaping proposal. Following a lengthy discussion, Councilman Kendrick made the motion to grant the final development order for the Laguna Landing Condominium Project (25 Units) with the provision that all of the requirements stated in the Town's Land Development Regulation are satisfied and required state permits/agreements were obtained, seconded by Councilman Beard. The motion was approve on a 3 to 2 vote with Councilwoman Leach and Councilman Skelly voting "No".

3 B TREE BOARD REPORT. - Mr. Hank Bruns, Bruns & Associates, presented the plan for landscaping Eglin Parkway between Hughes Avenue and the bridge. He stated that his landscaping recommendations were based on the sites available and infrastructure. He also stated that he and the members of the Tree Board will visit the proposed landscaping sites and that he will present Phase Two along with the final plans at the next Council meeting. Mr. Bruns asked the Attorney to review the hold harmless agreement that will be used since the trees will be planted on private property. Councilman Kendrick questioned tree maintenance and watering and Mr. Bruns responded that he would look at the budget, get the numbers and present them at the next Council meeting.

Mrs. Skelly, a member of the Tree Board Committee asked the Council to replace Mr. Keith Balsley also a member of the Tree Board Committee and replace him with Ms. Pinky Ward. Mrs. Skelly said Mr. Balsley had missed three Tree Board meetings. Councilman Skelly made a motion to remove Mr. Balsley from the Tree Board Committee, seconded by Councilman Payne. The motion was unanimously approve.

Councilman Skelly then made a motion to appoint Ms. Pinky Ward as a member of the Tree Board Committee, seconded by Councilman Payne. The motion was unanimously approved.

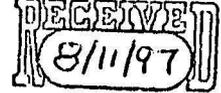
Mrs. Skelly then thanked Mr. Ed Connors the Town's Maintenance Supervisor, for trimming trees around town. Mrs Skelly also said the Tree Committee had looked at a tree in back of the Town Hall and it did not look as if it would survive. After Council discussion concerning the condition of the tree, Manager Borchik said he would have a professional tree service look at the tree. Mrs. Skelly then asked the Council to remove the maximum cap for cutting trees on the protected tree list. Councilman Skelly made a motion to instruct the Town Manager to amend the Tree Ordinance removing the maximum cap of \$499.99 on fines for illegal or erroneous cutting of protected trees, seconded by Councilman Payne. The motion was unanimously approved.

3.C. LETTER OF AGREEMENT FOR CREEL, BRYAN & GALLAGHER- Manager Borchik said the Letter Of Agreement will be to perform the Audit for the FY 1997/98 for sum of \$5,000.00 the same as in past years. Councilman Skelly made a motion to direct Mayor Drabczuk to sign the letter of agreement for \$5,000.00, seconded by Councilman Payne. The motion was unanimously approved.

3.D. LIBRARY COOPERATIVE INTERLOCAL AGREEMENT - After Council discussion Councilman Kendrick made a motion to with draw from the Library Cooperative Interlocal Agreement, seconded by Councilwoman Leach. The motion was 4 to 1 with Councilman Skelly voting no.



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IKB

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 agenda'd 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

Sept 11, 1997

3. E. SOLID WASTE TRANSFER STATION AGREEMENT- Manager Borchik explained that the initial concern with the agreement was that there was no end date for the commitment. The County agreement to use the Transfer Station runs through the year 2000 and they wanted to assure the continuing of the transfer station by surrounding agencies. This has little effect on Cinco Bayou since EWS is the Town's trash hauler. Councilman Skelly made a motion to sign the Solid Waste Transfer Station Agreement, seconded by Councilman Payne. The motion was unanimously approved.

NOTE: Attorney McInnis, stating for the record, advised the Council that he was not involved in the Town's actions with the Transfer Station Agreement as he is also the Attorney for EWS.

4. ENGINEER'S REPORT- Engineer Griswold reported that he had some idea's for saving the Town money on street paving, and have a complete report at the next Council meeting.

5. ATTORNEY REPORT - No Report

6. TOWN MANAGER REPORT- 1. Manager Borchik said he spoke with Mrs. Barnes and she did pay the Tree Doctor to have the tree removed. The fine was imposed contingent upon Mrs Barnes paying to have the tree removed. 2. Effective October 1, 1997 American Security rates will increase to \$1,440.00 for the Town security patrol.

Councilwoman Leach inquired about Luverne Street. Manager Borchik said Luverne Street will be striped to minimize the Town's liability.

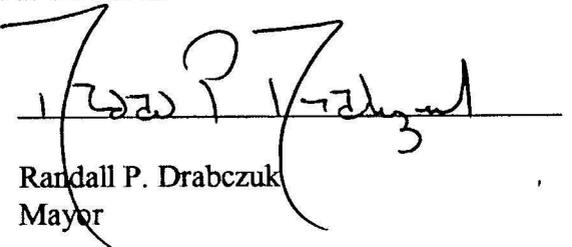
7. PUBLIC REQUEST/COMMENTS - None

8. COUNCILMEMBERS REPORTS/COMMENTS- 1. Councilman Skelly voiced his concern for not being directly involved in the discussions concerning the audit and legal fees connected with the investigation. 2. Councilman Kendrick presented a flyer that had been thrown in his driveway and asked if the owner of that business could be fined. Manager Borchik said he would send him a letter fining him for littering. 3. Councilwoman Leach asked if we were going to work on an ordinance for collecting impact fees from developers. 4. Councilman Payne voiced his concerns for the handling of the investigation.

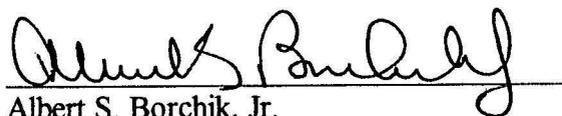
9. CORRESPONDENCE - None

10. MAYOR'S ANNOUNCEMENTS - Mayor Drabczuk reminded every one of the Potluck Supper on Tuesday, September 16, 1997, at 6:30PM.

There being no further business, the meeting was adjourned at 8:00 PM.


Randall P. Drabczuk
Mayor

Attest:


Albert S. Borchik, Jr.
Town Manager/Clerk

**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.

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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