AGENDA

TOWN OF CINCO BAYOU SPECIAL MEETING SEPTEMBER 29, 1986

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

Mayor Perry
Councilwoman Balsley
Councilman Davis
Councilman Gage
Councilman Laginess
Councilman Plaster

1. PUBLIC HEARING - Final decision of Ad Valorem Tax Millage Rate, Operating Budget and Capital Improvements Budget for the fiscal year ending September 30, 1987.

2. PUBLIC HEARING - Second reading and proposed adoption of Ordinance No. 106, an ordinance setting the Ad Valorem Tax Millage Rate at 2.89 Mills.

3. PUBLIC HEARING -Second reading and proposed adoption of Ordinance No. 107, an ordinance authorizing the Town to enter into an Interlocal Agreement with Okaloosa County concerning the joint development of Comprehensive Plans.

4. PUBLIC HEARING - Resolution 86-9, a resolution adopting the Operating Budget and Capital Improvements Budget for the fiscal year ending September 30, 1987.

5. Ft Walton Beach Shrine Club Request

RESOLUTION 86-9

A RESOLUTION OF THE TOWN OF CINCO BAYOU, FLORIDA, ADOPTING THE FINAL OPERATING BUDGET AND CAPITAL IMPROVEMENTS BUDGET FOR THE TOWN OF CINCO BAYOU, FLORIDA, FOR THE FISCAL YEAR OCTOBER 1, 1986 THROUGH SEPTEMBER 30, 1987.

WHEREAS, the Town Council of the Town of Cinco Bayou, Florida, adopted the tentative Operating Budget and Capital Improvements Budget on September 10, 1986; and,

WHEREAS, the Town Council of the Town of Cinco Bayou, Florida, has adopted Ordinance No. 106 setting the Ad Valorem Tax Millage Rate upon all real and tangible personal property located in the Town of Cinco Bayou, Florida on January 1, 1986.

NOW. THEREFORE, be it resolved that the proposed Operating Budget ($ 135,707.00) and Capital Improvements Budget ($ 13,875.00) for the fiscal year ending September 30, 1987 are hereby adopted by unanimous decision of the Town Council of the Town of Cinco Bayou, Florida, without objection, at a public hearing held after due notice of the same. This resolution shall take effect immediately upon its passage and approval by the Mayor.

Adopted this ____ day of _____,1986.

Approved:

_____
Mayor

Attest:

_____
Town Clerk

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INTER-OFFICE MEMORANDUM

RECEIVED 9/26/86 ASB

BOARD OF COUNTY COMMISSIONERS
Okaloosa County
Courthouse

DATE
September 26, 1986

FROM: D. Collier Houston, Director
Okaloosa County Planning Department

TO: All Okaloosa County
Local Governments

SUBJECT
Interlocal Agreement

We are enclosing a new draft dated September 25, 1986 of the interlocal agreements for joint participation for preparation of local comprehensive plans. This draft has some minor additions which were not in the first draft. These additions were suggested by the Department of Community Affairs.

Since this will be a three year program plus follow up; we anticipate changes in the program from time to time by the Department of Community Affairs.

For this reason we request that each governing body include in their motion to execute the agreement a statement that the person authorized to sign may sign minor amendments as required in the future by the Department of Community Affairs. Of course, any substantial amendment would require review by the governing bodies.

We will arrange a meeting of all local government representatives on the "Okaloosa County Comprehensive Plan Committee" to establish with the consultants the first phase of the work. This meeting should be held as soon as possible after execution of all agreements by the local governments. Okaloosa County will hold their public hearing on October 14, 1986 at 10:00 A.M. at the Courthouse Annex, Shalimar.

Please accept our appreciation for the cooperation provided by each of you.

cc: County Attorney, John Dowd

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DRAFT DATED: September 25, 1986

INTERLOCAL AGREEMENT

This Agreement is entered into this _____day of_____ 1986, between the Okaloosa County, hereinafter referred to as the "County" and the Town of Cinco Bayou _____, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the County and the City recognize that it is mutually advantageous to concurrently develop their respective comprehensive plans as required by Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code, and,

WHEREAS, the Florida Department of Community Affairs has determined that the County and the City are eligible for certain funds in support of this cooperative comprehensive planning effort pursuant to Chapter 9J-16, Florida Administrative Code; and,

WHEREAS, the County and City have each held a public hearing with due public notice to consider and adopt this Agreement; and,

NOW THEREFORE, THE COUNTY AND THE CITY DO MUTUALLY AGREE AS FOLLOWS:

I. Covenant for Services

The City does hereby agree with the County to perform the services described herein and the County does hereby agree to perform such services under the terms and conditions set forth in this Agreement.

II. Availability of Funds

The County and the City agree to jointly apply for all reasonable and possible grants, loans and/or other sources of funds that may be available in support of this cooperative planning effort. The City agrees to provide the County with any and all grant funds received for the purposes set forth in this Agreement. The County agrees to provide any and all funding additional to these sources that may be required for the purposes set forth in this Agreement.

III. Administration

A. The County and the City agree that the County will be responsible for the coordination and administration of this program. The County, in pursuit of this cooperative planning effort, may employ the appropriate consultants. The County will be responsible for all consultant payments.

B. The County and the City agree that each willhave the exclusive authority and responsibility to adopt, amend and enforce their respective comprehensive plans pursuant to the requirements of Chapters 163.3174 and 163.3184, Florida Statutes and the applicable administrative rules.

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C. The County and the City agree that each will be responsible for the public notice requirements and costs associated with the adoption and amendment of the respective comprehensive plans.

D. The County and the City agree that the County will be responsible to maintain at least one set of the necessary background data for the respective comprehensive plans in a manner available for public inspection during normal business hours. The County will supply the City with a reasonable number of copies of its comprehensive plan upon adoption. The City will supply the County with a reasonable number of copies of its comprehensive plan upon adoption. Both the County and the City agree to maintain one or more copies of each others comprehensive plan in a manner available for public inspection during normal business hours.

E. The County and the City agree that the County will be responsible for timely completion of all necessary financial reporting, appropriate financial procedures and adequate support documents that may be required by various funding sources. The City agrees to supply the County with all necessary information in support of the financial reporting requirements in a timely manner.

F. The County and the City agree that the County shall be responsible to ensure that the products described in Exhibit A and Exhibit B will be produced in conformance with the requirements of Chapter 9J-5, Florida Administrative Code as amended. The parties further agree that the final product of this Agreement will be a comprehensive plan that meets the requirements of Chapter 163, Part II, Florida Statutes and the applicable administrative rules.

G. The City agrees to designate a liaison representative for the administration of this program. The County agrees to designate a liaison representative for the administration of this program.

IV. Term of Agreement

A. This Agreement shall remain in effect until terminated by either party after a public hearing with due public notice. However, in no case, may this Agreement be terminated prior to the adoption of the respective comprehensive plans.

B. This Agreement may be modified by the mutual consent of both parties.

V. Conflict Resolution

A. In the event a dispute or conflict arises over any aspect of this program, either party may submit the appropriate material to the West Florida Regional Planning Council which shall mediate a resolution of the dispute or conflict according to the requirements of Chapter 186.509 and the Council's Rules pursuant thereto.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed by their undersigned officials as duly authorized.

COUNTY

BY: _____

NAME AND TITLE: _____

DATE: _____ WITNESS: _____

CITY

BY: _____

NAME AND TITLE: _____

DATE _____ WITNESS: _____

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EXHIBIT A

SCOPE OF WORK

The following elements of the City's Comprehensive Plan will be prepared based on the resident and seasonal population estimates and projections provided by the University Florida, Bureau of Business and Economic Research, and shall be based on existing, available, relevant and appropriate data and shall include a 5-year and 10-year timeframe:

1. A Future Land Use Element
2. A Traffic Circulation Element
3. A Housing Element
4. A Sanitary Sewer, Solid Waste, Drainage Potable Water and Natural Groundwater Aquifer Recharge Element
5. A Coastal Management Element
6. A Conservation Element
7. A Recreation and Open Space Element
8. An Intergovernmental Coordination Element
9. A Capital Improvement Element
10. A State/Regional/Local Plan Consistency Analysis Statement
11. A Plan Monitoring and Evaluation Program
12. Plan Amendment Process
13. Draft Adoption Ordinance

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EXHIBIT B

SCHEDULE

The County and the City agree that the following products be prepared in final draft form as shown below:

1. Necessary data collection activities for the General Sanitary Sewer, Solid Waste, Drainage Potable Water and Natural Groundwater Aquifer Recharge Element for the County and the City. December 1, 1986

2. A draft Evaluation and Appraisal Report (EAR) for the County and the City. Each EAR will include the following: December 1, 1986

   A. An assessment/evaluation of the major problems of development and location of land uses.
   B. An assessment/evaluation of the condition of the comprehensive plan elements.
   C. An assessment/evaluation of the comprehensive plan objectives as compared with the actual results.
   D. An assessment/evaluation of the unforeseen and unanticipated problems and opportunities that have occurred.
   E. The suggested changes needed to update the comprehensive plan.
   F. An implementation schedule/program for needed changes in the comprehensive plan.