

REF B

TOWN OF CINCO BAYOU  
LOCAL PLANNING AGENCY  
October 1, 1991

Mayor Pro Tem Gage called the Local Planning Agency Meeting to order at 5:47 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Pro Tem Gage  
Councilwoman Balsley  
Councilman Broxson  
Councilman Kendrick  
Councilman Skelly

Absent: Mayor Laginess

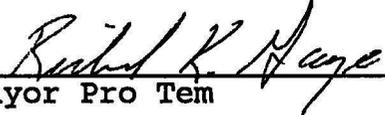
Also Present: Attorney McInnis Manager Borchik R. Sneed  
Engineer King G. Keith

1. Minutes - September 5, 1991. Mayor Pro Tem Gage asked if there were any corrections or additions to the minutes of the March 5, 1991 Local Planning Agency meeting; there were none and the minutes stand as presented.

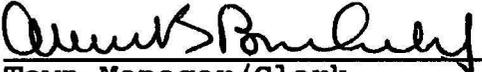
2. Land Development Plan Review - Construction of Building for Serigraphia, 223 Troy Street, Mr. Greg Keith. Mr. Sneed, the contractor for this project and Mr. King, Town Engineer and Engineer for this project presented and explained the proposed landscaping plan for the building. The drainage plan was also presented. Following a discussion concerning the total project, the specific use for this building addition, the Town's Code of Ordinances and conflict with growth management directives, Attorney McInnis reminded the Board that the design of the project before the Board was based on the requirements as stated in current Town Codes. Mr King stated that the project and landscaping as presented met or exceeded the Town's requirements.

Councilman Skelly made a motion to approve the construction of a building addition for Serigraphia according to the plans and specifications submitted, seconded by Councilman Broxson. During the discussion, Councilman Kendrick expressed concern with the Town Engineer's presenting a client's proposal. The motion was approved 3 to 1 with Councilman Kendrick voting "nay".

There being no further business, the meeting adjourned at 6:23 PM.

  
\_\_\_\_\_  
Mayor Pro Tem

ATTEST:

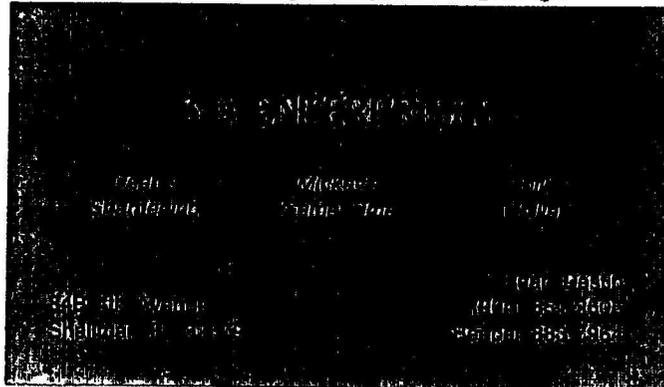
  
\_\_\_\_\_  
Town Manager/Clerk

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

S-D Enterprises  
84-B 4th Avenue  
Shalimar, FL 32579  
(904) 651-2225

Request for permission  
to put a peanut  
stand on the corner  
of Yacht Club +  
Eglin Pkwy.

Dear Dept



**AMERICAN SECURITY  
AMSEC, INC.  
POST OFFICE BOX 1357  
FORT WALTON BEACH, FLORIDA 32549**

THE FOLLOWING CONTRACT is entered into by AMERICAN SECURITY (hereinafter referred to as AMSEC) of Fort Walton Beach, Florida and Town of Cinco Bayou, Florida, (hereinafter referred to as client) on this 11th day of January 1993.

AMSEC, for consideration hereinafter described, agrees to provide security PATROL service and supervision for the client, the Town of Cinco Bayou, Florida, for a period of one year commencing February 1, 1993. This contract to be automatically renewed upon anniversary date, unless written notification of intention to renegotiate or terminate said contract is submitted 30 days prior to anniversary date by either party thereto.

**TERMS AND CONSIDERATIONS**

A) AMSEC WARRANTS that it is a bonded organization recognized and licensed by the State of Florida to provide security services. AMSEC further warrants that its executives and security officers are trained in a manner commensurate with the services to be provided under this contract.

B) THE CLIENT AGREES that AMSEC, in order to effectively carry out the responsibilities inherent to the contract, is authorized to act as agent in matters pertaining to security operations and shall exercise this authority in a responsible manner to further the interests of the clients. It is further agreed that this authority shall not extend to expenditure of client funds except as may be separately agreed upon.

C) IT IS AGREED that guards provided under this contract shall bear firearms within the boundaries of the clients property while performing the agreed requirements of this contract. It is further agreed that AMSEC will not be deemed as liable for the negligent or criminal acts of third parties EITHER lawfully or unlawfully on the premises of the client.

D) IT IS AGREED that the property and premises of the client shall not be construed as being within the care, custody, or control of AMSEC during the time that this agreement shall be in effect.

E) IT IS AGREED that AMSEC will insure guards provide their own transportation traveling to and from clients premises and that assigned guards shall be uniformed unless otherwise stipulated by client. Other transportation and equipment required for the performance of service to the client shall be provided by client, as shall any specialized uniform which deviates from the standard AMSEC uniform. Guards shall be employees of AMSEC and client shall have no financial obligations to employees of AMSEC.

F) AMSEC SHALL have the right, upon written notification to the client, to renegotiate existing rates of payment based upon fluctuations in operating costs or revisions in the "cost of living" index. Failure to reach a satisfactory agreement as to a renegotiated rate shall serve to void this contract.

G) PAYMENT FOR SERVICES rendered under this contract shall be due and payable upon the 10th day following the billing date and shall be considered delinquent on the 25th day following the billing date. All amounts delinquent shall be charged interest at the rate of 1.5% per month, which is 18% per annum, from the billing date. In the event that either party shall engage an attorney to enforce collection or to preserve and protect its rights under this contract, each party shall pay their own attorney fees.

H) AMSEC is not an insurer and any rates set forth are based solely upon the value of the service provided. Any loss of the Town resulting from failure to provide the patrol, park or emergency call services contracted shall be fixed at \$25.00 as liquidated damages and not as a penalty. Such liability of AMSEC shall be exclusive, but does not apply to liability covered in paragraph I below.

I) AMSEC shall be liable and responsible for the negligent acts and omissions and intentional conduct of all its personnel in the performance of the contract and shall hold the Client harmless therefrom. AMSEC, Inc. shall maintain General Liability Insurance and Workers' Compensation coverage on all employees.

J) CLIENT STIPULATES that no employee of AMSEC shall be hired by the client in any security position during the individual's term of employment with AMSEC or for a period of six months after termination of such employment.

K) CLIENT AGREES TO PAY AMSEC the sum of \$1300.00 per month for services rendered. Payments will be made as outlined in paragraph G above.

ACCEPTED BY

Mose Staley  
AGENT, AMERICAN SECURITY

Charles R. Laginess  
CLIENT/DESIGNATED AGENT

Albert S. Borchik, Jr.  
CLIENT/DESIGNATED AGENT

DATE SIGNED 12 Jan 92

DATE SIGNED 19 JAN 93

Personnel to be contacted in case of emergency:

CHARLES R. LAGINESS  
284 KIDD STREET  
CINCO BAYOU  
243-1783

RICHARD K. GAGE  
100 OPP BOULEVARD  
CINCO BAYOU  
244-4352

ALBERT S. BORCHIK, JR.  
31 PEBBLE BEACH DRIVE  
SHALIMAR, FL  
651-2435

May 13, 1994

1. In accordance with the provisions of paragraph (F), American Security requested an increase of \$ 50.00 per month due to an increase in their liability and workmans compensation insurance rates. Council approved the rate increase on May 12, 1994

2. Paragraph (K) is amended to read "CLIENT AGREES TO PAY AMSEC the sum of \$ 1350.00 per month for services rendered. Payments will be made as outlined in paragraph G above".

Albert S. Borchik, Jr.  
ALBERT S. BORCHIK, JR.

PERSONNEL POLICY #1

SUBJECT: PERSONNEL POLICY PERTAINING TO ANNUAL LEAVE, SICK LEAVE AND PAID HOLIDAYS.

TO: TOWN EMPLOYEES.

1. This policy pertains to all full-time employees of the Town of Cinco Bayou and sets forth the intent of the Town Council regarding annual leave, sick leave and paid holidays. All employees of the Town shall read this policy and signify their understanding of and agreement to by affixing their signature.

2. The Town Clerk will be responsible for maintaining the personnel records for all employees and insure that the appropriate personnel functions are performed to include the recording of work hours, accrued annual and sick leave and any leave taken.

3. Annual and Sick Leave:

a. Employees will accrue annual and sick leave in accordance with the following schedule. This schedule is based upon the length of employment with the Town and applies to all positions.

<u>Length of Employment</u>	<u>Hours Accrued</u>	<u>Total Hours</u>
0 to 18 months	3 1/3 Hrs/Mo	40 Hrs
18 to 42 months	6 2/3 Hrs/Mo	80 Hrs
Over 42 months	10 Hrs/Mo	120 Hrs

b. An employee cannot accrue more hours of annual or sick leave than the hours listed for their length of employment. Annual leave and sick leave can be taken only as it is accrued. Unused accrued leave may be carried over to the following year. (All leave is based upon the calendar year.) No more than two (2) weeks leave may be taken at one time without special approval of the Council.

c. Sick leave is granted for the purpose of treatment of personal illness or injury by health care professionals and/or the recovery thereof. The employer may require evidence of such care/recovery for sick leave taken in excess of three (3) days.

4. Holiday leave will be granted as follows:

a. Employees will be granted leave with pay for the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

b. National Holidays will be observed on the designated day, holidays occurring on Saturday will be observed on Friday, holidays occurring on Sunday will be observed on Monday.

c. The Mayor and Town Council may designate additional holidays.

5. Upon the termination of employment with the Town, an employee may elect to be paid for any unused accrued annual leave. No payment will be made for unused accrued sick leave.

6. This personnel policy will be effective upon it's adoption by the Town Council.

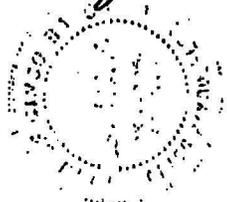
Alvin B. Bouchard  
Town Clerk

Adopted this 19th day of May, 1986

Robert J. Perry  
Mayor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Maintenance



PURCHASING POLICY #1

SUBJECT: THIS POLICY PERTAINS TO THE AUTHORITY FOR, METHOD OF, AND ADMINISTRATIVE CONTROLS FOR PURCHASING SUPPLIES EQUIPMENT AND MAINTENANCE AND REPAIR SERVICES FOR THE TOWN OF CINCO BAYOU, FLORIDA.

TO: TOWN EMPLOYEES

1. This policy establishes and implements specific procedures to be followed for the purchase of supplies and equipment and for securing maintenance and repair services for the Town of Cinco Bayou, Florida and for the payment of normal operating expenses.

2. A Petty Cash fund of \$25.00 will be maintained for the purpose of making small, general housekeeping, comfort and maintenance type purchases. The Petty Cash fund will be replenished as required and on the last day of the month by check written for an amount necessary to return the fund balance to \$25.00. A Petty CASH voucher system will be used for each withdrawal from the Petty Cash fund. Vouchers will be numbered in sequence, sales slip attached and appropriately initialed.

3. The purchase of equipment, materials and supplies and maintenance and repair services valued at \$500.00 or less will be made by the Town Manager/Clerk by use of written purchase order. All expenditures will be within adopted budgeted funding for the specific item of service.

4. The purchase of equipment, materials and supplies and maintenance and repair services valued at more than \$500.00 shall be an agenda item for a Town Council Meeting. Approval for the purchase of the item or service will be reflected in the minutes of the meeting.

5. All expenditures (except Petty Cash) will be paid for by check signed by the Town Manager/Clerk and countersigned by the Mayor or his designated representative.

6. All purchases shall be constrained by the amounts listed in the approved annual General Operating Budget for those items and/or services necessary in the operation and administration of the Town.

Adopted this 19~~th~~ day of August, 1987.

Approved:

Charles R. Soyars  
Mayor



Attest:

William B. Bachler  
Town Manager/Clerk

PURCHASING POLICY # 2

THIS PURCHASING POLICY ESTABLISHES THE AUTHORITY FOR, METHOD OF SELECTION, MONITORING AND INSPECTION THRU COMPLETION, AND METHOD OF PAYMENT FOR ALL PROJECTS AND/OR CONSTRUCTION FOR THE TOWN OF CINCO BAYOU, FLORIDA.

1. The purpose of this policy is to establish and implement specific procedures to be used in contracting for all projects and/or construction for the Town of Cinco Bayou.
2. The Town Council will determine the manner in which the contract will be awarded and establish a cutoff date for bids if required. The Town Clerk will prepare and place the "Request for Bid" advertisement, or contact contractors directly as determined by the Council.
3. All bids or contractor's proposals will be opened/presented at a regular or special Town Council meeting and properly recorded. When a bid or proposal is accepted, the method of payment will be established and will include a 10% retainage to be paid 30 days after completion of the project/construction and publication of an advertisement announcing the completion of the project/construction. The advertisement will be placed by the contractor.
4. The Town Attorney will prepare the contract for the project/construction and will require the signatures of the Mayor and appropriate Council Committee Chairman. The contract will state the method of payment established by the Town Council.
5. The appropriate Town Council Committee Chairman will monitor the project/construction thru completion and report progress and/or recommendations to the Town Council. Payments will be made only with the recommendation of the appropriate Committee Chairman and the approval of the Town Council.
6. Provisions of this policy may be amended at any time by the majority of the Council.

Adopted this 19th day of SEPTEMBER 1983.

Approved:

Max O. Lessey  
Mayor

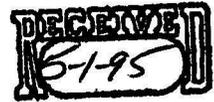


Attest:

Alvin B. Borchers  
Town Clerk



# Department of Environmental Protection



*MAB*

Lawton Chiles  
Governor

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Virginia B. Wetherell  
Secretary

April 28, 1995

TO: Interested Parties

FROM: Don Gerteisen, Chief  
Office of Local Recreation Services  
Division of Recreation and Parks

SUBJECT: LWCF FY 95-96 Application Submission Period and Maximum  
Grant Amount

The Department of Environmental Protection will accept grant applications for the Land and Water Conservation Fund Program (LWCF) for Fiscal Year 1995-1996. The maximum grant amount and submission period are described below:

**Submission Period: June 1-30, 1995**

**Maximum Amount: \$100,000.00**

**Matching ratio is one applicant dollar to one federal dollar (1:1)**

**An application must be postmarked by the last day of the program's application submission period deadline.**

**Revisions to the applicants' requested grant amounts may be due to limited program funding.**

**Eligible applicants include all county governments and incorporated municipalities of the State of Florida and other legally constituted local governmental entities of the State with the legal responsibility for the provision of outdoor recreation sites and facilities for the use and benefit of the public.**

For further information/application packets write or call:

Alexandra H. Weiss  
Office of Local Recreation Services  
Division of Recreation and Parks  
Department of Environmental Protection  
Mail Station #585  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000  
(904) 488-7896; SUNCOM 278-7896  
FAX: (904) 488-3665

DG/bk

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*



Florida Department of Agriculture & Consumer Services  
BOB CRAWFORD, Commissioner  
The Capitol • Tallahassee, FL 32399-0800

RECEIVED  
5-2-95

MB

April 28, 1995

Dear Friend of Urban Forestry:

The Department of Agriculture and Consumer Services, in cooperation with the Florida Urban Forestry Council is pleased to announce the 1995 Urban and Community Forestry matching grant program.

Urban and Community Forestry grant funds available to the State of Florida for 1995 total \$310,000. Municipalities, counties, school board districts, independent special districts, educational institutions, and legally organized nonprofit (volunteer) organizations may apply for up to \$20,000 to develop or enhance local urban and community forestry programs. The four grant categories include: 1) Local Government Program Development, 2) Demonstration or Site Specific Projects, 3) Non-Profit Administration, and 4) Information and Education Projects. These 50:50 matching grant funds will be paid to successful applicants on a reimbursement basis. Projects must be completed by September 30, 1996.

Applications will be evaluated (scored) by the Urban and Community Forestry Subcommittee of the Florida Urban Forestry Council. In scoring, additional points will be given to grant requests from applicants who have not been previously awarded an Urban and Community Forestry Grant.

A grant application packet (Request for Proposal) may be obtained by calling our Purchasing Office at 904/488-7552 or by returning the attached RFP request form to:

Mr. Frank Boyle, Purchasing Director  
Division of Administration  
Department of Agriculture and Consumer Services  
Mayo Building, Room SB - 8  
Tallahassee, FL 32399-0800

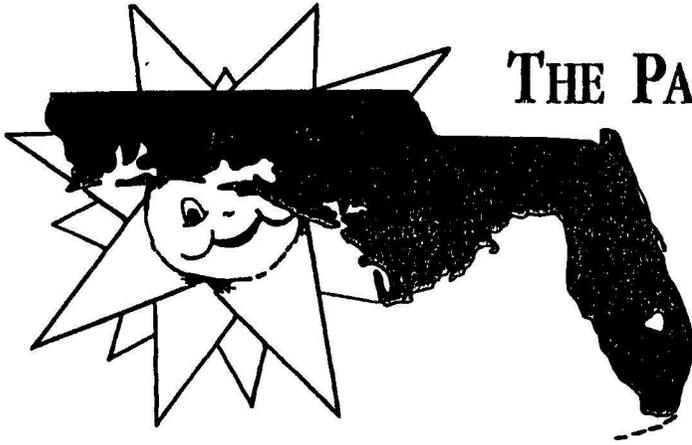
Reference #RFP/DF-94/95-44

**Completed applications must be delivered no later than 2:30 p.m. June 28, 1995 to Purchasing Office, Mayo Building, Room SB - 8, Tallahassee, FL 32399-0800.**

PACKET ORDERED 5/4/95 MB

6-1-95  
RECEIVED  
MB

# THE PANHANDLE LEAGUE OF CITIES



**\*PRESIDENT\***

Ted Mathis, Mayor, Crestview

**\*VICE-PRESIDENTS\***

Alva Campbell, Mayor pro tem, DeFuniak Springs  
Randall Wise, Mayor, Niceville

**\*TREASURER\***

Al Borchik, Town Manager, Cinco Bayou

SECOND NOTICE

Notice of Summer Dinner Meeting of  
The Panhandle League of Cities

Who: Member Cities and Associate Members of the League

What: Eighteenth Annual Summer Dinner of the Panhandle  
League of Cities

When: Friday, May 19, 1995

Where: Harbour House, Panama City

Schedule: 5:00 p.m. Board of Directors meeting  
6:00 p.m. Reception  
7:00 p.m. Dinner

To be Honored: Rep. Scott Clemons, Panama City, 1995 Panhandle  
Legislator of the Year

Menu: The traditional Seafood Buffet

Cost: \$9.00

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Pre-registration Is Required! Seating will be guaranteed only  
for those who are pre-registered! Return the enclosed form, or  
call 904-474-2374 (Suncom 680-2374), by May 16. Our FAX number  
is 904-474-3130. For further information, call.

To Cancel Registrations: Call the number above, by noon, May 16.  
All pre-registrations, as of noon, May 16, will be billed.

\*\*\*\*\*

Executive Director, Dr. Larry Walker, The Whitman Center  
The University of West Florida, Pensacola, FL 32514-5751. (904) 474-2370, Suncom 680-2370

RECEIVED  
4-20-95

MB

Tim Mosteferis  
503 Manchester Road  
Ft. Walton Beach, FL  
864-1224

Town of Cinco Bayou  
10 NE Yacht Club Drive  
244-2712

This letter is in reference to the wheelchair accessibility of Laguna Park, in Cinco Bayou.

Laguna Park is a beautiful park and particularly unique to a person in a wheelchair. The manner in which the grass gently slopes downwards, and the nice little beautiful beach makes this park especially inviting to someone in a wheelchair. A person in wheelchair could actually get close to the water and take in the splendor.

So why is the entrance too small for the width of a wheelchair?

We need a minimum of "36".

This is an easy problem to solve with little effort. There are two additional gates but they are chained.

What about the Americans with Disabilities Act, I want to go the beach too.

Please!!!. I have been a life long resident of the area, I am recently disabled and am continually finding myself excluded from simple things, that most people take for granted.

Thank you

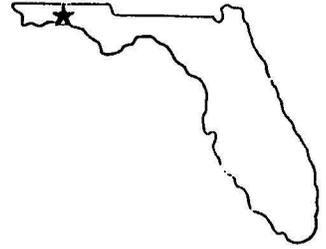


Tim Mosteferis



## TOWN OF CINCO BAYOU

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



ALBERT S. "AL" BORCHIK, JR.  
*Town Manager/Clerk*

May 9, 1995

The Honorable Charles R. Laginess  
Mayor, Town of Cinco Bayou  
10 Yacht Club Drive (Cinco Bayou)  
Cinco Bayou, Florida 32548-4436

Re: Letter of Resignation

Dear Mayor Laginess:

Please accept this letter as my resignation from the position of Town Manager/Town Clerk for the Town of Cinco Bayou to be effective at the close of business, Wednesday, May 31, 1995. I realize that this is short notice but I am sure that there will be no difficulty in finding someone to serve the Town in the Town Manager/Town Clerk capacity.

Sally and I have made many friends here in Cinco Bayou and throughout the area and are proud to have been a part of this community for the past 15 years. Thank you!

Our best wishes to you and yours, the Town Council and the Town of Cinco Bayou for the future.

Respectfully,

ALBERT S. BORCHIK, JR.



RECEIVED  
4-5-95

118B

## FLORIDA LEAGUE OF CITIES, INC.

### Memorandum

**TO:** City Managers/Clerks  
Local and Regional League Representatives

**FROM:** Priscilla Dawson, Art & Advertising Manager

**DATE:** April 3, 1995

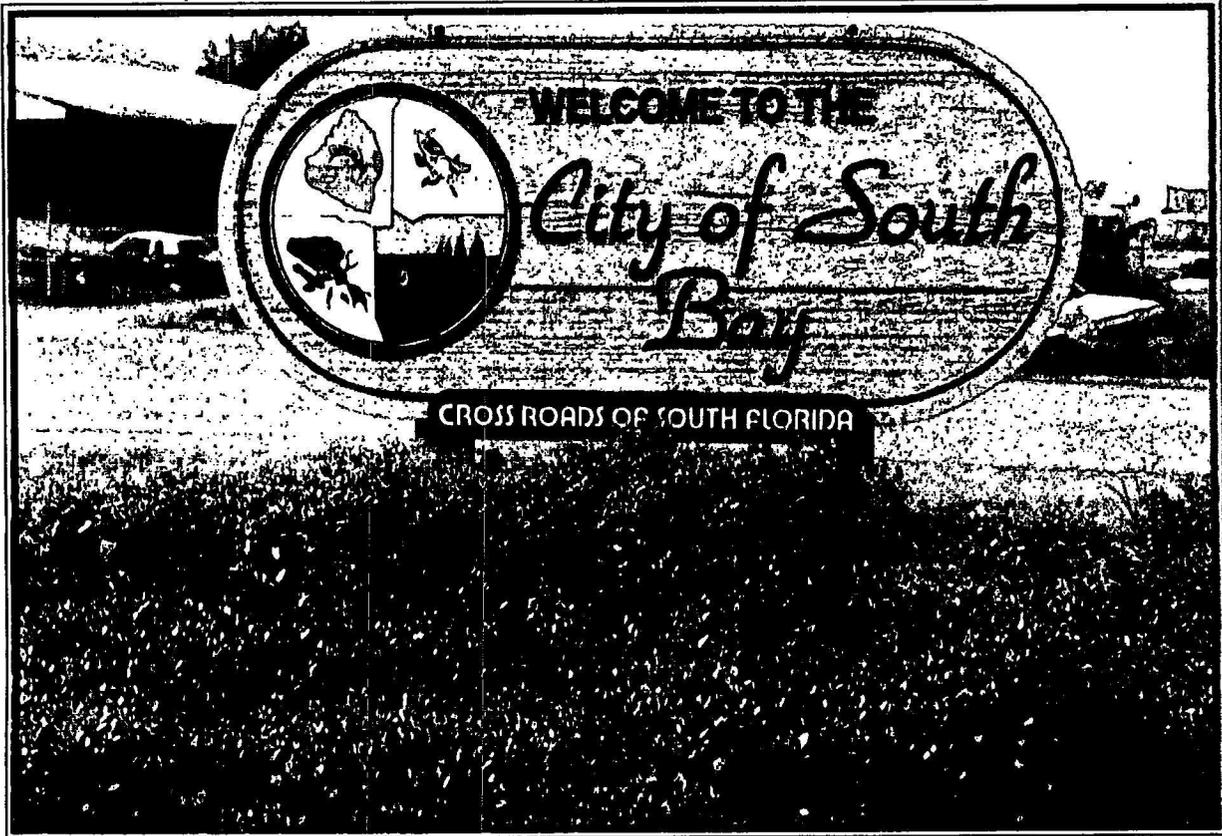
We are pleased to announce that the 69th Annual Convention of the Florida League of Cities will be held August 17, 18 and 19, 1995 at the Hyatt Orlando in Kissimmee, Florida.

As in previous years, we are extending to all Florida cities and local/regional leagues an invitation to advertise in the 100-page special convention issue of *Quality Cities*. This offers an excellent opportunity to extend best wishes for a successful convention to our hosts, the City of Kissimmee and the Tri-County League of Cities. Advertising space reservations should be made by June 2, 1995 and final advertising copy needs to be in the League office no later than June 9, 1995.

For your information, we have included a sample copy of ad sizes and costs. Also, we have enclosed a form that must be signed and returned for ad placement. If your city placed an ad in the 1994 convention magazine, you should also receive a tear sheet showing that ad, so that you can use it in developing this year's ad. When developing your ad, please notice how much more attractive the ads can be when we include the city's logo or some artwork. Call us if you have questions about what kind of artwork will look good in your ad or if you want to send us your ad on computer disk.

We look forward to your continued cooperation and support in our efforts to make this convention the best ever.

Enclosures



*The*  
**City of South Bay**

Congratulates the City of Lake Buena Vista as Host City for the  
Florida League of Cities 68th Annual Convention

and Our Mayor

**CLARENCE E. ANTHONY**

*President-Elect*

*Vice Mayor: Bazil Anderson*

*Commissioners: Willie Marshall, Milranda Smith and Michael Jackson*

*City Manager: Lester Baird, City Clerk: Virginia Walker*

*Police Chief: Roy Humston, Utilities Director: Todd Larson*

*Public Works Director: Allen Davis*