

**TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING MINUTES
10 DECEMBER 1998**

Mayor Drabczuk called the Regular Town Council meeting to order at 6:00 PM. Following a silent prayer and the Pledge of Allegiance to the Flag, roll call was taken.

PRESENT: Mayor Drabczuk
Councilwoman Carroll
Councilman Kendrick
Councilman Payne
Councilman Skelly
Councilman Williams

ALSO PRESENT: Town Manager Turner, Attorney McInnis, Secretary Payne, Kim Payne, Jim Bratton, George Dewrell, Sr., Rory Cassedy, Dee & Walt Ebel, Eugene & Laverna Broxson, and Bill Munkus

1. Council Approval of Agenda – Councilman Kendrick made a motion to approve the agenda, with a second by Councilman Payne. The motion passed by unanimous vote.

2. Consent Agenda –

- A. Minutes, Council Meetings of 12 November, 1998
- B. List of Checks & Status of Funds, October, 1998
- B. List of Deposits, October, 1998
- C. List of Checks & Status of Funds, November, 1998
- D. List of Deposits, November, 1998

Councilman Payne made a motion to approve the consent agenda, with a second by Councilman Williams. Town Manager Turner said the October List of Checks and Deposits had been corrected and a copy was in their books. The motion passed by unanimous vote

3. ACTION ITEMS

- A. Christmas Bonus – Councilman Payne made a motion to keep the same tradition as last year \$225.00. With a second by Councilman Kendrick the motion passed by unanimous vote.
- B. Cinco Baptist Church – Request for 3 concrete slabs – In Engineer Griswold's absence, Town Manager Turner read Engineer Griswold's review on the impervious area where the playgrounds will be constructed. Councilman Payne then made a motion remove his request to table at the November meeting. With a second by Councilman Williams, the motion passed by unanimous vote. Then Councilman Payne made a motion to approve the Cinco Baptist Church's request to construct 3 concrete slabs for their playground area, seconded by Councilwoman Carroll. The motion passed by unanimous vote.

4. Engineer's Report – Town Manager Turner explained Engineer Griswold's review of the condition of the canal along the East Side of the Moorings Townhomes property. Engineer Griswold said in his opinion, tidal action within the canal is not responsible for differential settlement within the property of the Moorings. Attorney McInnis said in regards to the meeting with the County Engineer, Fort Walton Beach Engineer, Engineer Griswold and Town Manager Turner to discuss the drainage ditch and see if they can come up with a solution to the problem. Attorney McInnis said that they all agreed on leaving it as it is unless there is a problem in the future.

5. Attorney's Report – Attorney McInnis said he reviewed the Town's Land Development Code on changing the setback from 25 feet to 50 feet. He said he also reviewed chapter 11 of the Town's Comprehensive Plan and chapter 62 on Coastal Management. And also called several surrounding communities to check their setbacks. After Attorney McInnis's report and Council discussion the item was tabled until the Council had time to review the matter further.

6. Town Manager's Report –

1. Introduced Mr. Bill Munkus the Town's new maintenance man.
 2. Can print our own letterhead in house and each Councilmember has a sample.
 3. Reminded the Council of the Special Meeting on Wednesday 16 December.
 4. The work on the air-conditioning systems has begun. Also talked with fire Marshall about reversing the doors but it is against fire code.
 5. All the Christmas Decorations have been installed. Would not be advisable to light tree in front of Town Hall because when it rains the limbs droop and with the weight of the lights the limbs will break. Bought \$245.00 worth of lights but they can be returned. Councilwoman Carroll asked that the lights been returned and get the credit.
 6. Was allotted \$2,0000.00 for putting up the Christmas Banners and Lights. There will be enough money left to take them down.
 7. The Banners at the Chinese Restaurant have been removed.
 8. The Buoys have been put back in place.
 9. Sent Donation to the Kind Club in memory of Mrs. Anchors.
 10. Contract from the Sheriff's Department has been signed.
 11. A flyer will be sent out setting a meeting on the neighborhood watch program.
 12. The Ocean City/Wright fire inspector recommended a lock box at a cost of \$120.00. This would prevent them from knocking down the front doors in case of fire.
 13. Computer program (Peachtree) is in place.
 14. Figures for the November total Revenues and Expenditures have been corrected.
 15. 6 foot of fence at Frances Park needs to be replaced.
 16. The Auditors have all the general ledgers and have had for three months. Apparently they are doing the audit of premises. After Council discussion Mayor Drabczuk asked that someone from Creel, Bryan and Gallagher be invited to the January Council meeting and explain why the audit is being handled off premises instead of at Town Hall as in previous years.
7. Public Requests– Mayor Drabczuk introduced Mr. Roey Cassidy from Waste Management. Mr. Cassidy explained how the new trash pick system would work. After Council discussion Councilman Kendrick suggested postponing any further discussion until the Council can meet at a later date with Mr. Cassidy and residents of the Town to discuss this Item further.

Attorney McInnis said the meeting between the Councilmember's should be advertised as a public meeting. He also said he could recommend an Attorney to be present at the meeting to answer any legal question that the Council might have. Attorney McInnis said since he is the Attorney for Waste Management Systems he would not wish to be involved in any discussion that could possibly create a conflict of interest.

Mrs. Betty Horvath a concerned citizen, questioned the opening and closing of Frances Park. Manager Turner said he had some volunteers to lock the parks at 8:00 PM. After discussion Councilman Skelly asked for a list of citizens that volunteered to lock the parks. Mrs. Horvath also said there is a light out at the park. Manager Turner said he will have the light checked.

8. Councilmembers' Reports/Comments –

A. Councilman Skelly

1. Is the tree that was cut beside the Moorings Townhomes a protected tree? Manager Turner said he did not know but he would check.
2. Do you still need pass port photos from the Council? Manager Turner said yes.
3. Inquired on the status of Mrs. Kelley's property for landscaping located at Yacht Club and Eglin. Manager Turner said no he had not heard from her. Also asked Manager Turner to reopen and get back with Mrs. Kelley with a drawing showing the landscaping Plans.
4. Has there been anything more on the Zip Code? Manager Turner said he had spoken with the Postmaster last week but there has been no response from him. Suggested writing Resolution and to House of Representative Joe Scarborough.
5. Are there any construction going on at Laguna Landing.
6. Since Mrs. Skelly was appointed and represented the Town of Cinco Bayou on the Bicycle/Pedestrian Advisory Committee she will give a report to the next Council at the next meeting in January.

B. Councilman Williams

1. Christmas Lights look good. Christmas Banners also look good.
2. Have we received finally bill from Panhandle Paving? Manager Turner said yes.

C. Councilman Kendrick

1. Christmas lights look good and wish everyone a Merry Christmas.

C. Councilwoman Carroll

1. The Bridge Residents are back.
2. Where do we stand on the divider at Yacht Club and Kidd Street? Manager Turner said there would be enough money left from the street-paving project that the money has to be spent on roads.

D. Councilman Payne

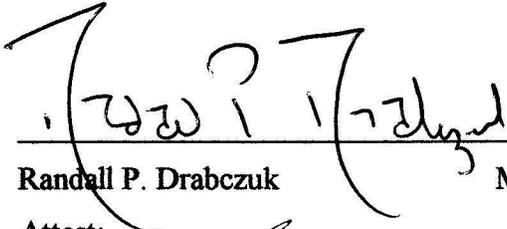
1. Welcomed Mr. Bill Munkus the new maintenance man and he did a good job on the Christmas lights.
2. Attended the Okaloosa County Board of Directors meeting. They all agreed that the Panhandle was not representing them league, as they should. There will be a meeting with the head of the Panhandle League to discuss further.
3. The vagrants are back at the Cinco Bridge and suggested calling Charlie Morris of the Sheriff's Department.
4. Will run again for Council seat in March. Wished everyone a Merry Christmas.

9. Correspondence

- A. Letter, Waste Management – No Action
- B. Letter, Election 1999 – No Action
- C.

10. MAYOR'S COMMENTS/ANNOUNCEMENTS - Reminded everyone of the Town Potluck Dinner on Thursday, 17 December 1998, at 6:30 PM. This will be the Christmas Dinner and everyone is to bring finger foods. Wished everyone a very Merry Christmas.

11. **ADJOURNMENT** - There being no further business, the meeting adjourned at 7:30 PM.



Randall P. Drabczuk Mayor

Attest:



Charles W. Turner Town Manager/Clerk

**TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING MINUTES
OCTOBER 8, 1998**

Mayor Drabczuk called the Regular Town Council meeting to order at 6:00 PM. Following a silent prayer and the Pledge of Allegiance to the Flag, roll call was taken.

PRESENT: Mayor Drabczuk
Councilwoman Carroll
Councilman Kendrick
Councilman Payne
Councilman Williams

ABSENT: Councilman Skelly

ALSO PRESENT: Town Manager Turner, Attorney McInnis, Secretary Payne, Engineer Griswold, Kim Payne, Jim Bratton and Jerry Carroll.

Regular Business

1. CONSENT AGENDA

- A. Minutes, Council Meetings of 10 September 1998
- B. Minutes, Special Meeting – 24 September 1998
- C. List of Checks and Status of Funds September, 1998
- C. List of Deposits – September 1998

Councilman Payne made a motion to approve the Consent Agenda seconded by Councilman Williams. Councilwoman Carroll then asks if item 5 C List of Checks and Status of Funds for September, 1998 be pulled from the consent agenda. The motion passed with a unanimous vote.

Councilwoman Carroll questioned the \$12,991.59 listed for the Ready Bank C.D., and asks if the amount of the C.D. went down in value. Manager Turner explained that the amount of the C.D. is really \$ 13,066.67 that the error has been corrected and a corrected copy is in each Councilmembers book. Councilman Payne made a motion to approve item 5 C List of Check and Status of Funds for September 1998, with a second by Councilwoman Carroll the motion passed with a unanimous vote.

2. ACTION ITEMS

A. Letter of agreement – Okaloosa County Sheriff's Department – After Council discussion, Councilman Payne made a motion to approve the Letter of Agreement from the Okaloosa County Sheriff's Department, with a second by Councilman Kendrick. The motion passed with a unanimous vote.

3. ENGINEER'S REPORT - Engineer Griswold reported that the paving was almost complete but the contractor had not given him a price on striping the streets. He said the total cost of the street- paving project would be \$107,000.00 that is \$13,000.00 under what the Town borrowed. Mayor Drabczuk asks if the remaining money could be spent on other projects? Engineer Griswold suggested a couple of other small projects. He said he would have a final bill from the paving company by the next council meeting in November. He also said we had not had a final inspection as yet but he will walk thru with the contractor when the paving is finished to perform a final inspection. Councilman Williams asked about a cost estimate for striping all the streets down the middle? Engineer Griswold said he would check on the costs to do that.

4. ATTORNEY'S REPORT - No Report

5. TOWN MANAGER'S REPORT

- A. The Attorney has been researching the ditch beside of Mr. Russell's residence and it seems it is not on his property. We will research further and report at the November meeting.
- B. There are 24 occupational licenses that have not been bought up to date. There will be a letter sent to them.
- C. Councilmembers should go to mail boxes etc and get photo made for I.D. Card.
- D. Appealed the Census with a letter to Scott Cody, Research Demographer.
- E. Still has not met with postmaster concerning zip code.
- F. Still do not have an answer on the landscaping on the corner of Yacht Club and by K-Mart.
- G. Met with the owner of Serigraphia and discussed his plans for moving his warehouse to another location and eliminate the parking problem at the present location.
- H. The owner of the Oakland Trailer Park has finally removed the tenants out of the pink trailer and is now trying to remove the trailer.
- I. Mr. Howard came in town hall today and said he is having the BMW moved this weekend.
- J. Will be sending letters to some other property owners too clean-up their property.
- K. Auditors was in and will be back next week to conduct the audit.
- L. Called the Florida Marine Patrol concerning gas leakage from a boat in the Bayou.

6. PUBLIC REQUESTS/COMMENTS – Mr. Bratton a concerned citizen ask if the town could get in writing that the Larkin Place Townhomes would be reduced to four units instead of five? He also said he would like to see the set backs increase to 50 feet instead of 25 feet by the water.

7. COUNCIL MEMBERS' REPORTS/COMMENTS

A Councilman Williams

- 1. Said a lot of residents are parking across sidewalks.
- 2. Ask if the newsletter can be revised?

B Councilman Kendrick

- 1. Questioned the number of days the town employee's received. Manager Turner told him 12 days and they are all listed in the Florida Statues.

C. Councilwoman Carroll

- 1. Ask if the owner of the property next door to Town Hall can be contacted to clean it up?
- 2. Ask if signs should have been posted warning citizens of the danger of sewage leaking in the bayou? Manager Turner said the health department used to send out notices and post the signs but they may not have done that this time.

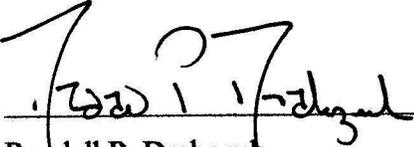
D. Councilman Payne

- 1. Okaloosa County League of Cities did not have their regular meeting.
- 2. Panhandle League of Cities dinner was excellent and urged more of the Councilmembers to attend.
- 3. On 11 November, 1998 the Disabled American Veterans will host the annual Veterans Day ceremonies at Beal Memorial Cemetery and he will represent the Town and urged other Councilmembers to participate.

8. CORRESPONDENCE

9. **MAYOR'S COMMENTS/ANNOUNCEMENTS** - Reminded everyone of the Town Potluck Dinner on Thursday, 15 October 1998, at 6:30 PM this will be the chili supper and hopes everyone will attend.

10. **ADJOURNMENT** - There being no further business, the meeting adjourned at 6:50 PM.



Randall P. Drabczuk Mayor

Attest:


Charles W. Turner Town Manager/Clerk

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LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT, made effective as of the 1st day of January, 1999 by and between **THE TOWN OF CINCO BAYOU, FLORIDA**, a Florida Municipal Corporation whose address is 10 Yacht Club Drive, Fort Walton Beach, FL 32548 (hereinafter referred to as "Town") and **CHARLIE MORRIS, as Sheriff of Okaloosa County, Florida**, a County Constitutional Officer of the State of Florida whose address is Okaloosa County Courthouse Annex, 1250 Eglin Parkway, Shalimar, FL 32579 (hereinafter referred to as "Sheriff").

WITNESSETH:

WHEREAS, the Town desires to enter into an agreement with the Sheriff to provide security and law enforcement services to protect the health, safety and welfare of the residents, business owners and their properties located within the corporate limits of the Town between dark and 7:00 a.m.; and,

WHEREAS, the Sheriff agrees to authorize off-duty law enforcement officers of his Department to provide said services to the Town as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties do agree as follows:

SECTION ONE
Scope of Services

A. The Sheriff hereby agrees to authorize off-duty law enforcement officers to provide services under this Letter of Agreement within the corporate limits of the Town of Cinco Bayou, Florida during the initial term of this Agreement and any renewals thereof. The officer(s) are to provide security and law enforcement services within the Town limits, between dark and 7:00 a.m., including the fair and impartial enforcement of all federal, state and local laws including traffic laws and regulations. Said services will be provided for five (5) out of seven (7) nights per work week for four (4) hour blocks of time during each night of service with a total of twenty (20) hours per week beginning on the Commencement Date herein, unless prior arrangements have been made with the Town Manager/Clerk. Said services shall include, at a minimum, the following duties and responsibilities:

(i) The officer(s), as authorized by the Sheriff, shall provide patrol services in and about the corporate limits of the Town. During such patrols the officer(s) shall be responsible for the proper handling and law enforcement relating to any incidents that threaten the health, safety, or welfare of any persons or property located within the Town limits. The officer(s) shall conduct all patrols in a marked vehicle clearly identifying himself/herself as a deputy sheriff.

(ii) The assigned officer(s) shall provide written reports on a bi-weekly basis directly to the Town Manager/Clerk fully setting forth the schedule that was maintained by the officer(s) during the reporting period and providing a daily log of activities and incidents noted during the course of patrol services.

SECTION TWO Relationship of Parties

A. The parties intend that an independent contractor relationship will be created between the Town and each officer(s) that may be authorized by the Sheriff to provide the off-duty services under this Agreement.

B. As an independent contractor, the officer(s) is not considered an agent or employee of the Town and will not be entitled to any of the benefits the Town provides for its full time employees, including but not limited to health insurance coverage, workers compensation insurance coverage, and unemployment insurance.

SECTION THREE Payment

For the services specified in this Agreement, the Town shall pay directly to the individual officer(s) performing the services the sum of Fifteen and 00/100 (\$15.00) Dollars per hour for each hour worked by the officer(s). The individual officer(s) shall be fully responsible for the proper payment of any and all taxes including Federal, State and local taxes or contributions imposed or required under Unemployment Insurance, Social Security, and Income Tax laws, with respect to independent contractors compensation under this Agreement. Each individual officer shall be required to covenant to save the Town harmless from any and all liability for any such payments of obligations that may be imposed upon the Town during the term of this Agreement or subsequent to its termination. Each individual officer providing services to the Town shall be responsible for completing the required payment request documentation that shall be made available at Town Hall in order to receive compensation for services rendered.

SECTION FOUR Term of Agreement

A. The services to be authorized under this Agreement will begin on the 1st day of January, 1999 ("Commencement Date"). This Agreement shall be for an initial term of six (6) months. At the expiration of the initial term of six (6) months, this Agreement may be renewed by mutual agreement of the parties. This Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of such termination.

B. In the event of termination, the Town shall be obligated to pay a pro rata rate for only those days and hours on which services are performed by officer(s) through the effective date of termination.

SECTION FIVE
Furnishing of Equipment

Sheriff shall furnish, at Sheriff's own expense, all uniforms, equipment and vehicles necessary for the authorized officer(s) to carry out the services under this Agreement.

SECTION SIX
Liability

In the course and scope of providing law enforcement services in accordance with this Agreement the officer(s) will be covered for liability and worker's compensation insurance purposes under the Sheriff's office, and Sheriff assumes all responsibility and liability for the safety and protection of his designated officer(s) in the performance of this Agreement.

SECTION SEVEN
Required Qualifications

Each officer authorized by the Sheriff must meet the minimum qualifications as required by the Criminal Justice standards and Training Commission of the Florida Department of Law Enforcement and be properly licensed as a law enforcement officer in the state of Florida.

SECTION EIGHT
Performance Review

The Town reserves the right to request the replacement of any officer(s) authorized to perform services under this Agreement.

SECTION NINE
Contract Conditions

A. The Sheriff will authorize only certified law enforcement officer(s) to perform services under this Agreement.

B. The officer(s) will fulfill requirements to maintain state training required and will also attend specialized or advanced training which is offered to other law enforcement officers with the Sheriff's Department.

C. The Sheriff will provide the officer(s) with all the necessary common standard, specialized law enforcement equipment that the officer(s) will need to fulfill their duties as officers providing full law enforcement services to the Town.

D. The officer(s) will be required to abide by all rules and regulations of the Okaloosa County Sheriff's Department and all ordinances of the Town.

SECTION TEN

Notices

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement or such other address as may be hereafter be specified by notice in writing.

SECTION ELEVEN

Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION TWELVE

Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. It is further agreed that jurisdiction for any claims or actions under this Agreement shall be in the First Judicial Circuit in and for the State of Florida with the specific venue lying in the courts in and for Okaloosa County, Florida for any such proceeding.

SECTION THIRTEEN

Entire Agreement

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION FOURTEEN

Severability

In the event that any provision of this Agreement is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and

enforceable to the maximum extent permitted by law and the lack of enforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below to be effective on the date and year first above written.

THE TOWN OF CINCO BAYOU, FLORIDA

ATTEST:

By: _____
Charles W. Turner, Sr.
as Town Manager/Clerk

By: _____
Randall P. Drabczuk as Mayor
Date: _____

SHERIFF OF OKALOOSA COUNTY, FLORIDA

ATTEST:

By: _____
print name: _____
title: _____

By: _____
Charlie Morris as Sheriff

**TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING
12 NOVEMBER 1998**

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Mayor Drabczuk
Councilwoman Carroll
Councilman Kendrick
Councilman Payne
Councilman Skelly
Councilman Williams

Regular Business

1. Council Approval of Agenda
2. Consent Agenda
 - A. Minutes, Council Meeting 8 October , 1998
 - B. List of Checks & Status of Funds, October, 1998
 - C. List of Deposits, October, 1998
 - D.
3. Action Items
 - A. Election of Mayor Pro-Tempore
 - B. Sanction – Prior Performance of Mayor Pro-Tempore
 - C. Cinco Baptist Church – Requests
 - A. 2 playground slabs of concrete
 - B. Sign
 - C. Tree removal & trim dead limbs, etc
 - D. Town Hall Administrative Offices – HVAC Project
 - E. Motion to approve execution of state wide mutual aid agreement of 4/27/94 and as modified by Motivation # one to the state wide mutual aid agreement for catastrophic disaster response & recovery dated 10/21/94.
4. Engineer's Report
4. Attorney's Report
6. Town Manager Report
7. Public Request/Comments
8. Councilmember Reports/Comments
9. Correspondence
 - A. The Panhandle League of Cities Board of Directors Meeting
 - B. Bureau of Economic & Business Research
(1998 revised population estimate for Cinco Bayou)
 - C. Fort Walton Beach Urbanized Area Metropolitan Planning Organization
(The Bicycle/Pedestrian Advisory Committee)
10. Mayor's Announcements