TOWN OF CINCO BAYOU, FL
REGULAR COUNCIL MEETING MINUTES
OCTOBER 12,1995

Mayor Laginess called the meeting to order at 6:04 p.m., this date. Following the pledge of allegiance to the flag and silent prayer, roll call was taken.

Present: Councilman Broxson
Councilwoman Chamberlain
Councilman Kendrick
Mayor Laginess

Absent: Councilwoman Leach
Councilman Skelly

Also Present: Manager Bell, Secretary Payne, Attorney McInnis, Engineer King

REGULAR BUSINESS

1. APPROVE MINUTES - Councilwoman Chamberlain made a motion to approve the minutes of September 14 & 26, 1995. The motion was seconded by Councilman Broxson and passed unanimously.

2. FINANCIAL REPORT for September, 1995 - Councilwoman Chamberlain made a motion to approve the Financial Report for September, 1995. After a second by Councilman Kendrick, the motion was passed unanimously.

Mr. McInnis explained that there were four (4) emergency service contracts for work that was done within the Town because of Hurricane Opal, and the Council needed to act on them.

After the Manager explained each contract and the purpose of each, the following action was taken: Councilwoman Chamberlain made a motion to approve the contract for Fritz Tree service. After a second by Councilman Broxson, the motion passed unanimously.

Councilwoman Chamberlain made a motion to approve the contract for R.C. Landscaping as written. After a second by Councilman Broxson, the motion was approved unanimously.

Councilwoman Chamberlain made a motion to approve the contract for New Look, Inc. as written. After a second by Councilman Broxson, the motion was passed unanimously.

Councilwoman Chamberlain made a motion to approve the contract for EWS as written. After a second by Councilman Kendrick, Mr. McInnis explained that EWS is a client but he had not negotiated the contract with EWS. The negotiations were handled by the Manager. Mayor Laginess called for a vote and the motion passed unanimously.

Mr. McInnis asked the Council to vote on an addendum to his contract that was presented at the last Council Meeting. Councilwoman Chamberlain made a motion to ratify his contract as presented. After a second by Councilman Broxson, the motion passed unanimously.

Councilman Skelly arrived at 6:15 P.M.

3. Councilmember Reports - Councilman Skelly thanked Town Manager Bell on a job well done after Hurricane Opal.
Councilwoman Chamberlain also thanked Manager Bell and staff for a job well done.
Mayor Laginess also expressed what a good job Manager Bell did during the days after Hurricane Opal.

THE MAYOR OPENED THE MEETING TO PUBLIC REQUESTS AND ANNOUNCED A THREE MINUTE ALLOCATION PER PRESENTER.

Mrs. Nancy Frey expressed interest in hearing the manager's report on the boat ramp issue.

The Manager reported to the Mayor and Council on an analysis conducted per Council request. The analysis concluded with a three part recommendation: They were: (1) The Council endorse actions taken to date by staff; (2) The Council directs the Manager to continue staff periodic inspections of the boat ramp and adjacent areas; and (3) The Council find it unreasonable to conduct a user survey of the boat ramp because of the costs involved.

Councilwoman Chamberlain moved to accept the Manager's recommendations, followed by a second from Councilman Broxson.

The Mayor called for public discussion.

Those who spoke in opposition to the recommendations were Mr. and Mrs. Frey.

Those who spoke in support of the recommendations were Roy Kelly, Donald Olsen, Cary Bleicher, Larry Sproog, Paul Hartzog, and Wayne Lancaster.

After the Council discussed the Boat Ramp, Councilman Kendrick made a motion to table the item for further study, seconded by Councilman Skelly. Mayor Laginess called for a roll call vote with Councilman Skelly and Councilman Kendrick voting to table with Councilman Broxson and Councilwoman Chamberlain voting not to table. With the tie vote, Mayor Laginess broke the tie by voting nay. The motion failed on a 3 to 2 vote. Councilman Kendrick made another motion for an additional, deeper study to be conducted on how the Town can control the Boat Ramp. The motion was seconded by Councilman Skelly. After a roll call vote

the motion passed with Councilmen Kendrick, Skelly and Broxson voting yea; Councilwoman Chamberlain voted nay.

TOWN MANAGER'S REPORT - Manager Bell reported that there were no incidents of crime after Hurricane Opal. He submitted to the Council for consideration a Disaster Preparedness plan that he wrote on October 1, 1995, for such emergencies. Councilman Kendrick moved to accept the Disaster Preparedness Plan, seconded by Councilwoman Chamberlain. The motion passed unanimously. Manager Bell outlined and explained the different changes that were taking place in Town Hall and around Town.

Manager Bell briefed the Council's on a telephone call he received just prior to the Council meeting. The caller wanted permission to allow the Town Boat Ramp to be used in an emergency situation while transporting school children to and from school in Destin. After a brief discussion, Councilwoman Chamberlain made a motion to allow the Mayor to act appropriately and make the decision based on more information. After a second by Councilman Broxson the motion passed unanimously.

Mr. McInnis reminded the Council that October 12, 1995, was the deadline for the continuing contract for professional Tree Service, and that there was only one proposal submitted. The bidder was Fritz Tree Service. Councilman Skelly made a motion to accept the proposal from Fritz Tree Service. After a second from Councilwoman Chamberlain the motion passed unanimously.

There being no further business the meeting was adjourned at 7:05 P.M.

Mayor Laginess

Attest:

Town Manager/CLerk

TOWN OF CINCO BAYOU

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

Mayor:
CHARLES R. LAGINESS

Council Members:
EUGENE E. BROXSON
RENÉ CHAMBERLAIN
RICHARD K. GAGE
JIM KENDRICK
JOSEPH P. SKELLY

Town Attorney:
C. JEFFREY McINNIS

Town Manager/Clerk:
ALBERT S. BORCHIK, JR.

September 23, 1995

The Hon. Ray Sansom
Chairman,
Board of Commissioners
Courthouse, Okaloosa County
1250 N. Eglin Parkway
Shalimar, FL 32579

Dear Mr. Sansom:

The Town of Cinco Bayou is now nearing completion of its recovery from the damage caused by Hurricane Erin on August 3, 1995. As you know, storm damage and the subsequent restoration to return a community to its normal safe environment takes the effort and support of everyone.

Sometimes that support is rather unexpected, but so gladly received. Such was the case when Lieutenant Paul Lawson and his staff at the County jail provided inmates to assist in litter and trash clean-up here in Cinco Bayou immediately following the hurricane.

I just want you and Lt. Lawson, and all others involved in that clean-up effort, to know how much we so deeply appreciated that helping hand when we needed it.

Very truly yours,

Charles R. Laginess
Mayor

cc: Lt. Paul Lawson

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CAROLYNN H. LEACH
JOSEPH P. SKELLY

Town Attorney:
C. JEFFREY McINNIS

September 21, 1995

TO: Director, Emergency Management, State of Florida

SUBJECT: Appeal of decision by FEMA and State of Florida representatives Mr. Robert Black and Mr. Jimmie Raybourn, respectively, to deny construction costs to replace. August 3, 1995, hurricane damaged sea wall and adjacent signs; and request for full reimbursement of actual cost for trimming of storm damaged trees

FROM: Elvin C. Bell, Town Manager

In 1984, the Town of Cinco Bayou, Florida, constructed a boat ramp and abutting sea wall for community use. Since that date, the boat ramp has been a popular community recreational area and an asset to the Town.

The sea wall was a significant part of the construction project because the wall afforded environmental protection to the south bank and prevented erosion, per EPA requirement.

Hurricane Erin on August 3, 1995, caused extensive damage to the Town of Cinco Bayou, including the sea wall at the boat ramp. The wind and high seas associated with Erin severed some sixteen (16) feet of the southwestern portion of the sea wall and sent it adrift down the Bayou. Various searches have failed to locate the missing portion of the sea wall.

The original contractor who installed the boat ramp, piers and sea wall has provided to the Town a firm cost estimate to replace the missing sea wall and restore the fill. That cost, in the amount of $850.00, is attached.

The restoration, however, does not include the cost of replacing three signs at the boat ramp; signs that were destroyed and/or missing as a result of the hurricane in question. Mr. John Peirano of Municipal Supply and Sign Company, has estimated the replacement cost of said signs at $315.00.

The total cost of replacing the sea wall and signs is hereby requested.

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Town Attorney:
C. JEFFREY McINNIS

In addition, the Town requests full reimbursement of its actual costs for trimming storm damaged trees. The actual costs are also attached

This request is for full reimbursement, including a request for a waiver of base costs, if necessary, to implement full reimbursement.

Conclusion: The Town of Cinco Bayou formally appeals the denial of replacement costs for hurricane lost/damage to the sea wall and three signs. The Town pleads for a reversal of said denial and authorization and appropriation for funding as submitted, to include actual cost for tree trimming.

Atchs.

October 10, 1995

TO: Mayor and Councilmembers

SUBJECT: Response to questions raised by Nancy S. Frey regarding Boat Ramp. Analysis with recommendations.

FROM: Elvin C. Bell, Town Manager

INTRODUCTION:

At the September 14, 1995, regular meeting of the Town Council, you received from Mrs. Frey a series of concerns and questions regarding the public boat ramp behind Compass Bank. Since that meeting, I have met with Mrs. Frey in Town Hall, had a few telephone conversations with her, and afforded her the opportunity to review Minutes of previous Town Council meetings, as she requested. Per Mrs. Frey's additional request, this issue has been placed on your agenda for resolution. The following analysis is presented to assist you in that resolution.

HISTORY:

The boat ramp in question has been a community feature since its founding in about 1943. In 1984 the Town received a State Boating and Improvement Grant in the amount of $18,848.00 to improve the ramp, piers and ingress/egress thereto. The boat ramp has no restrictions for useage and is available to anyone who wants to launch a recreational boat. It is the only public boat ramp in the community.

In 1994 construction started on Captiva Cove, a multi-unit residential Townhouse development on Lucile Street. Amenities at that development include a private boat dock and deeded boat slip per unit owner. As of this writing, only one Townhouse in the twelve (12) unit development is vacant, according to the realtor, New South Properties, Inc.

Mrs. Frey is a resident in that development. Since her recent move into Cinco Bayou, she has heard and observed incidents regarding the public boat ramp that prompted her attendance at both the August and September Town Council meetings.

RESPONSE TO QUESTIONS BY MRS. FREY:

Question No. 1. Do you have any idea of the voluminous amount of traffic the launch generates into Cinco Bayou?

Response: Usage of the boat ramp has never been controlled, contained, prohibited, restricted or monitored during its nearly fifty (50) years of existence. The Town neither limits the boat ramp's use as a community recreational asset, nor keeps track of

launches into the bayou.

2. How many of those people (who use the ramp) are residents of Cinco Bayou?

Response: We do not know. We do know that many residents of the Town have enjoyed the accessibility of the Boat Ramp during the past 50 years. As an aside, the boat ramp was used by marine officials during Hurricane Opal recovery efforts to assess damage.

3. How much does this (Boat Ramp) cost the taxpayers of Cinco Bayou?

Response: Maintenance staff time amounts to approximately two (2) hours per month. The Town's liability insurance covers the boat ramp. According to the Florida League of Cities, Inc., Public Risk Services, the Town's insurer, the insurance premium is $48.00 per year.Therefore, the Town's annual expense for the Boat Ramp is approximately $264.00.

4. Why are the residents of Cinco Bayou footing the bill for a launch that is hardly used by its residents?

Response: The Town of Cinco Bayou considers the investment well spent. Residents and non-residents are welcome to use the boat ramp for its intended purpose, i. e., the enjoyment of a recreational asset associated with the Town.

5. I would like to see some sort of survey done to definitively determine whether or not a negligible number of residents use the launch.

Response: See conclusion/recommendations.

Subsequent to Mrs. Frey's review of Council minutes on September 28, 1995, she submitted the following list of questions.

1. In the May '95 minutes, $4,080 was allocated for boat ramp repairs. Repairs were to be completed "in ten days." Were they? Is the recent repair, costing $2,400, an additional repair?

Response: The contractor estimated the total timeframe for construction would take ten days. Repairs on the boat ramp/piers are being completed in two stages. Stage one, consisting of repairs on the three piers, was completed on September 21, 1995. That phase took three days. The cost totaled $1,904.00. Following completion of stage one work, a quality control inspection was conducted. As a result of that inspection, and with the full cooperation of the contractor, portions of the newly completed work was determined to be unsatisfactory. Corrections were made and the work was approved.

Stage two in the construction process will occur this winter at low tide. That phase consists of actual ramp restoration.

The work is being completed within the authorized and appropriated budget, and within the ten day collective timeframe.

2. Has there ever been a suit against Cinco Bayou involving the launch?

Response: It is the Town Manager's understanding that a boat ramp user filed a law suit in 1983 in which he named the Town as defendant. The person alleged in his suit that he was injured while diving off the boat ramp. It was discovered that similar suits had been filed by the litigant in other states. The suit was dropped by the plaintiff and no damages were awarded or paid.

3. Whose responsibility is it to keep this area clean?

Response: Compass Bank maintains the street, its parking lot and the residential lot west of the street, which it owns. The Town maintains the ramp and southwest land portion that abuts bank/private property.

Summation:

Mrs. Frey is commended for voicing her concerns and questions regarding the boat ramp and its usage. With the Council's concurrence, Mrs. Frey's inquiry prompted a management analysis of the situation. That analysis has resulted in the following actions and recommendations:

ACTIONS TAKEN:

1. The Okaloosa County Sheriff's office has been informed of illegal parking activity and is addressing the problem. Mrs. Frey has been informed to notify the sheriff's office at 651-7400 (or 9-1-1 in an emergency) if she or her neighbors see a need for immediate law enforcement action.

2. The Town's claim with FEMA includes provisions for replacement signing at the boat ramp.

3. Said FEMA claim also includes provisions for relocation of certain signs, clearing of foliage on southwest bank, and replacement of damaged sea wall.

4. Arrangements have been initiated with the State for placement of marine warning signs to boaters; signs aimed at reducing noise, controlling waves and the resultant shore damage and erosion.

5. A search is underway to locate a copy of the State grant. When located, the grant authorization will become part of

the public record and Mrs. Frey will be invited to review the document.

RECOMMENDATIONS:

1. The Council endorse the actions that have been taken, and support pending actions per FEMA claim. Should FEMA disallow that portion of the claim pertaining to signing, the Council directs the Manager to submit a plan for replacement signing at the Town's expense.

2. The Council directs the Manager to continue staff periodic inspections of the boat ramp and adjacent area.

3. The Council finds it unreasonable to conduct a user survey of the boat ramp. Such a survey is contrary to the intent and nearly 50 year history of having the ramp facility. Budget constraints do not allow funding flexibility for a survey. Further, in order for the survey to be reliable and have credibility, it would have to be measured by like results from a subsequent survey. Moreover, the time and expense to develop an objective questionnaire, hire and train knowledgeable public opinion pollsters, and quality the data, are not deemed reasonable, practical, meaningful and useful expenditures of tax funds.

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Cinco Bayou tax funds spent on time, material and resources for this analysis: $475.00.

October 12, 1995

Dear Mayor, Councilmen, and Councilwomen:

First, I'd like to thank Mr. Bell for his assistance both in my effort to gather information regarding the launch and for his prompt attention to the illegal parking problem in the vicinity of the launch and other surrounding areas.

I feel compelled to express my dismay over the recent complete rebuilding of the boat launch piers, especially in light of your expressed willingness at last month's meeting to reassess the entire boat launch situation. Had I been informed when I addressed you that repairs were imminent, I would have urged you to postpone them until Mr. Bell had time to assess the boat launch situation and make his recommendation to you. If the launch was unsafe, could not it have been closed temporarily, as the parks were after the hurricanes? Just because money had been previously allocated for these repairs, did it have to be spent if new circumstances deem such an output to be untimely? Personally, I would have loved to see that money go towards paying off the balance of the grant.

In April of this year, when repairs were voted on to repair the dock, this item was not listed on the agenda, and only three members were present to vote. The motion passed 2-1. In the future, when large amounts of money are involved, I would like to at least see the item placed on the agenda so that perhaps councilmen/women can make more of an effort to attend.

I urge each of you to pay a visit to the launch area. It smells, it's filthy, and it's an embarrassment to this community. If we don't have the resources to maintain it properly and monitor its use, I feel this reason alone is grounds to close it. But there are other reasons. There are now twelve new occupants ,in Captiva Cove, who are directly affected on a daily basis by the public's abuse of this launch. I have attached a log of some of this behavior for your information. You were elected to act on behalf of the residents of this community, and that's all I'm asking you to do.

Sincerely,

Nancy S. Frey

Nancy S. Frey
12 Lucile St., Unit E
Fort Walton Beach, Fl 32548
244-2440

9/14/95
Trailer remained on launch for 30 minutes while person was test driving 3 personal watercraft

9/15
Awakened at 2:30 a.m. by loud voices when boat returned to launch

9/23
Boat docked for several hours while being repaired; truck loaded with welding equipment was backed up to boat

9/29
Boater repaired jet boat -- very loud; churned water for several minutes

10/1
Two pontoon boats with "Rent Me" signs docked for long periods of time. (Respective phone numbers on signs were 654-2022 and 243-4488.)

10/2
Two men from Auer Marine in jet boat, testing it (going in circles) just past docks. This business regularly uses launch to test boats (as do others).

10/6 (day following Hurricane Opal)
Several boats used launch while docks were submerged! Water was still extremely high, and their wakes added insult to injury to our shores! (Why wasn't launch closed under these conditions. Wouldn't city be liable if an injury were to occur under these conditions?)

10/6
Dumpster from Compass Bank ended up on our shoreline. Trash everywhere!

TOWN OF CINCO BAYOU

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904-244-2712

Mayor:
CHARLES R. LAGINESS

Council Members:
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JIM KENDRICK
CAROLYNN H. LEACH
JOSEPH P. SKELLY

Town Attorney:
C. JEFFREY McINNIS

September 23, 1995

Mrs. Nancy Frey
12 Lucile Ave Unit E
Ft. Walton Beach, FL 32548

Dear Mrs. Frey:

This letter acknowledges your concerns regarding the community boat ramp which is located east of your private dock and boat slip.

Per your request, I will arrange a reading area for you to review Council minutes. To establish a date and time certain for your reading, I will reserve a table for you in the Council chambers at 3:30 p.m. September 28, 1995. I trust that date is convenient for you but if it is not, please let me know.

Hopefully, your review of Council minutes will satisfy your concerns. If, however, you have any subsequent questions, or prevailing questions, please leave them with my secretary.

For your information, Mrs. Frey, funding for the boat ramp and abutting street sloping was authorized and appropriated in 1984 via a Florida State Boating and Improvement Grant.

The boat ramp was built that same year, some eleven years ago.

Regarding your concern about illegally parked vehicles in the neighborhood adjacent to the ramp, including your property, I have arranged for increased traffic control by the Okaloosa County Sheriff's Department. If you or your neighbors continue to have problems with people parking on your property, or blocking public rights of way, please report those incidents to the sheriff's office. The increased patrol units I have arranged, hopefully, will greatly reduce, if not eliminate, the problem.

Very truly yours,

Elvin C. Bell
Manager

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Town Attorney:
C. JEFFREY McINNIS

September 22, 1995

Mr. Wayne S. Lancaster
President
Lancaster Development Corporation
509 Apache Road
Ft. Walton Beach, FL 32547

Dear Mr. Lancaster:

I want to thank you for starting and completing the first phase of Boat Ramp repairs per our contract.

You completed the first phase within the timeframe we discussed, however, I have some concerns about the selection of wood you used for the three piers.

For example, on the east pier there are eighteen (18) cracked and/or old pieces of wood used in that construction. The middle pier has two (2) cracked or old pieces of wood. The west pier has ten (10) cracked or old pieces of wood.

I fear that those cracked and/or old pieces of wood present a risk management problem that places our Town in a continuing state of liability; a condition that prevailed prior to your repairs and continues to exist afterward.

Please call me at your earliest convenience so we can inspect the piers together.

Very truly yours,

Elvin C. Bell
Manager

RECEIVED 10-3-95

Board of County Commissioners

OKALOOSA COUNTY

State of Florida

September 29, 1995

HONORABLE MAYOR CHARLES R LAGINESS
TOWN OF CINCO BAYOU
10 YACHT CLUB DRIVE
FT WALTON BEACH FL 32548-4436

Dear Mayor Laginess:

I am writing in reference to your September 23, 1995, letter regarding Lt. Larson and the County Jail inmates assisting in trash cleanup in Conco Bayou.

I greatly appreciate your letter. If we can ever provide further assistance, please do not hesitate to contact me at the office or at home at 654-9163.

Sincerely,

Ray Sansom

RAY SANSOM
CHAIRMAN

RS/laginess/440.02

cc: J. Curry, Corrections
Lt. Larson, Corrections

Courthouse
101 E. James Lee Blvd. Crestview, FL 32536
(904) 689-5030 FAX: 689-5059

Courthouse Annex
1250 N. Eglin Pkwy. Shalimar, FL 32579
(904) 651-7103 FAX: 651-7142

1804 Lewis Turner Blvd. Suite 100
Fort Walton Beach, FL 32547
(904) 651-7105 FAX: 651-7142

RECEIVED
10-2-95

Anchors, Foster, Mc Innis & Keefe, P. A.
Attorneys at Law
909 Mar Walt Drive, Suite 1014
Ft. Walton Beach, Florida 32547

C. LeDon Anchors
W. Scott Foster*
C. Jeffrey McInnis
Lawrence Keefe

*Also Admitted in Alabama

Area Code 904
Telephone 863-4064
Fax 862-1138

September 27, 1995

Town of Cinco Bayou
Attn: Charles R. Laginess
Mayor
10 Yacht Club Drive
Fort Walton Beach, FL 32548

In Re: Contract for Legal Services Addendum

Dear Chuck,

Please find enclosed a fully executed original Contract for Legal Services Addendum. I have retained the other original Contract which is also fully executed for my files.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

ANCHORS, FOSTER, MCINNIS & KEEFE, P.A.

C. JEFFREY MCINNIS

CONTRACT FOR LEGAL SERVICES ADDENDUM

THIS AGREEMENT made this 14th day of September, 1995, by and between the Town Council for the Town of Cinco Bayou, Okaloosa County, State of Florida (hereinafter referred to as "Town Council") and **C. JEFFREY McINNIS, Attorney at Law, and the law firm of ANCHORS, FOSTER, MCINNIS & KEEFE, P.A.** (hereinafter referred to collectively as "Town Attorney").

W I T N E S S E T H:

WHEREAS, the Town Council entered into that certain Contract for Legal Services with the Town Attorney dated March 10, 1986, to perform professional legal services; and,

WHEREAS, the Town Council and the Attorney desire to amend certain provisions of the original Legal Services Contract.

NOW THEREFORE, the aforementioned Contract for Legal Services shall be amended as follows:

1. The Section of the original Contract entitled Compensation shall be replaced in its entirety by a new compensation section as follows:

COMPENSATION

The Town Council shall be obligated to pay out of the revenues of the Town of Cinco Bayou, Florida the amount of $250.00 per month as a retainer for the legal services of the Town Attorney. This retainer will entitle the Town Council to three hours of the Town Attorney's time which shall include attendance at one regularly scheduled monthly Town Council meeting and review of the Agenda package for said meeting. Additionally, within the allowed time parameter the retainer shall entitle the Town Manager/Clerk and the Mayor to telephone privileges with the Town Attorney which shall include telephone calls which do not require legal research or extended conversation. The Town Attorney shall exercise his professional discretion in handling these calls and in determining which, if any, are billable.

The Town Council also agrees to pay the Town Attorney a professional fee of $95.00 per hour for office and legal research time and all other legal services provided outside of the retainer.

The Town Attorney shall have the right to bill the Town Council for office expenses incurred due to his representation of the Town Council, which expenses shall include long distance telephone charges, mail expenses, photocopy charges, facsimile communication charges and other reasonable expenses which may be approved by the Council.

The Town Attorney shall also be required to serve as the Attorney for various Boards and Committees of the Town and when

serving in such capacity and attending such meetings, the Town Attorney shall receive compensation at the rate of $95.00 per hour. The Town Attorney's participation with the various Boards and Committees of the Town is expressly NOT covered by the $250.00 monthly retainer.

It shall be the responsibility of the Town Attorney to present a statement for professional services rendered on a monthly basis. This statement shall be submitted to the Town Manager/Clerk at the beginning of each month and the statement amount shall be paid immediately thereafter. Each statement will include the retainer fee for the upcoming month plus all hourly charges and expenses for the preceding month.

2. Paragraphs 1 and 5 of the Duties and Responsibilities Section of the Contract for Legal Services shall be amended to read as follows:

1. Attend one (1) regularly scheduled monthly meeting of the Town Council, review the agenda package for each meeting and render legal advice to the Council as it deems necessary;

5. Provide substitute legal counsel through the firm of Anchors, Foster, McInnis & Keefe, P.A. or other counsel as may be selected by C. Jeffrey McInnis when he is unavailable to provide services or when additional services or specialized services are needed on behalf of the Town.

All other provisions of the Contract for Legal Services shall remain in full force and effect except as modified or amended herein.

IN WITNESS WHEREOF, the Town Council and the Town Attorney have executed this Agreement, in duplicate, the day and year first above written.

ATTEST:

BY: _____
Elvin C. Bell as its Town Manager/Clerk

THE TOWN OF CINCO BAYOU, FLORIDA

BY: _____
Charles R. Laginess as its Mayor

Witnesses:

Christine B Rogers
print name: CHRISTINE B ROGERS

Gilman Waybright
print name: GILMAN WAYBRIGHT

C. JEFFREY McINNIS and ANCHORS, FOSTER, McINNIS & KEEFE, P.A.

BY: _____
C. Jeffrey McInnis individually and for Anchors, Foster, McInnis & Keefe, P.A.

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JOSEPH P. SKELLY

Town Manager/Clerk:
ELVIN C. BELL

Town Attorney:
C. JEFFREY McINNIS

DISASTER PREPAREDNESS PLAN FOR THE TOWN OF CINCO BAYOU

INTRODUCTION: In the event of a disaster impacting the Town of Cinco Bayou, FL., the following emergency measures shall be implemented.

1. The Mayor shall issue a proclamation stating emergency measures to be taken such as closing public buildings and parks.

2. The Town Manager shall notify protective services e.g., Police, Fire, private security and waste disposal of the Town's declared state of emergency; and Town Manager shall be empowered to enter into emergency contracts for the Town's safety and general welfare.

3. The Town's maintenance supervisor shall be placed on immediate duty to assist the Manager in:

   A. Taking reasonable measures to protect public rights-of-way.
   B. Posting closure signs at all public parks.
   C. Removing and containing all trash cans and other potential flying debris.

4. If nessesary, an emergency contract shall be let to employ a Tree Service(s) to remove potential hazardous debris.

5. The Town shall comply with emergency management procedures as promulgated by County, State and Federal disaster agencies.

6. The following public service agencies serving the Town of Cinco Bayou, are noted:

   A. Okaloosa County Emergency Management
      Okaloosa County Courthouse, Shalimar Annex
      1250 N. Eglin Parkway
      Shalimar, Florida 32579 — 651-7170
      Hank Christen, Dir. Emergency SVCS — 651-7150

      Citizen information — 651-7444

   B. Emergency Medical Ambulance Services — 651-7400

   C. Okaloosa County Sheriff's Department — 651-2611

TOWN OF CINCO BAYOU

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FT. WALTON BEACH, FLORIDA 32548-4436
904-244-2712

Sheriff Larry Gilbert Fax 651-8043

D. Enviromental Waste Systems
108 Hill Avenue
Mary Esther, Florida
Contact Person Jerry Schnitzius 862-7141

E. American Security
105 Lewis
Ft. Walton Bch, Florida
Contact Person Mose Stanley 243-8614
244-2415
Fax 863-1724

F. Ft. Walton Bch. Water & Sewer
Emergencies - Nights/Holidays 651-7141

G. Ocean City/Wright Fire Department
2 Racetrack Road, N.E.
Ft. Walton Bch, Florida 32547
Chief Guy J. Wills, Jr. 862-1185

H. Richard A. Zyvoloski, Jr
Area 6 Coordinator
Division of Emergency Management
State of Florida 941-338-2648
2295 Victoria Ave Rm 172 Pager 1-800-241-4653
Ft. Myers, FL 33901 Pin # 274-8745

October 1, 1995

Elvin C. Bell/Town Manager Date

This Emergency Disaster Preparedness plan was developed by the Manager. Said Plan has not been considered or approved by Town Council. It will be presented to the Council at the next available Council meeting. Council will then consider steps to adopt, amend or rewrite said Plan.

RECEIVED 9-18-95

Anchors, Foster, Mc Innis & Keefe, P. A.

Attorneys at Law

909 MAR WALT DRIVE, SUITE 1014

FT. WALTON BEACH, FLORIDA 32547

C. LEDON ANCHORS
W. SCOTT FOSTER*
C. JEFFREY MCINNIS
LAWRENCE KEEFE

*ALSO ADMITTED IN ALABAMA

AREA CODE 904
TELEPHONE 863-4064
FAX 862-1138

September 15, 1995

Town of Cinco Bayou
Attn: Faye
10 Yacht Club Drive
Fort Walton Beach, FL 32548

In Re: Continuing Contract for Professional Tree Service

Dear Faye,

I confirm that I have forwarded to the Daily News for publication in the legal notices section of the paper a Notice for Professional Tree Services. This notice will run once a week for three consecutive weeks commencing on Tuesday, September 19, 1995. I have requested that the Daily News forward directly to you the bill and a proof of publication of this Notice.

I enclose ten copies of a complete package which you can distribute as you receive enquiries about the Tree Service. You should discard the package I had previously sent to you. The packages enclosed with this letter are the ones to be distributed.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

ANCHORS, FOSTER, MCINNIS & KEEFE, P.A.

C. JEFFREY MCINNIS