

TOWN OF CINCO BAYOU  
COUNCIL AS COMMITTEE MEETING  
DECEMBER 10, 1984

The Town Council as Committee Meeting of the Town of Cinco Bayou  
was called to order at 5:00 P.M.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Usrey requested the Clerk call the roll.

ROLL CALL

Present: Mayor Usrey  
Councilwoman Balsley  
Councilman Davis  
Councilman Gage  
Councilman Laginess  
Councilman Perry

Also Present: Attorney Gontarek      Marjorie L. Cummins  
Mike Plaster                              Clerk Borchik  
Sadie Robblee                             Secretary Knox  
Abbie Tyner

MINUTES - Mayor Usrey asked the Council to review the minutes  
of the November 12, November 19, and November 28, 1984 Town  
Council Meetings for approval at the next council meeting.

FINANCIAL REPORT - Mayor Usrey asked the Council to review the  
financial report for November, 1984 for approval at the next  
council meeting.

REGULAR BUSINESS

1. Auditor Report, Creel, Bryan & Gallagher - Mrs. Cummins -  
Mrs. Cummins, Creel, Bryan & Gallagher, gave a brief explanation  
of the FYE 1984 audit and offered to answer questions from the  
Council. The Mayor asked the Councilmembers to study the  
audit and advised that the audit will be brought up for discussion  
and acceptance at the next meeting.
2. Proposed Ordinance/Lease for Baughn Alignment - Attorney  
Gontarek explained the ordinance granting a lease to Baughn  
Alignment for the use of the dead-end street (Luverne). The  
Attorney suggested that a motion be made to repeal the November  
19th motion granting a franchise to Baughn Alignment and adopt  
new motion to make it a lease between the Town and Baughn Align-  
ment. Following a discussion concerning terms of the lease, the  
time limit and a lease fee, Mayor Usrey advised that this matter  
would be decided at next week's meeting.
3. Moorings Phase Two Plat - Mr. Plaster - Mr. Plaster presented  
a revised plat for the Moorings Phase Two. After a discussion  
concerning the maintenance responsibility for the 15' drainage

ditch, Mayor Usrey advised that the plat would be presented for approval at next week's meeting.

4. Proposed Construction - Mr. Dodge - No discussion on this item as Mr. Dodge withdrew his special request.

5. Flood Plain Elevation & Map - The Clerk advised that Mr. Brad Loar, representative from the Federal Emergency Management Agency (FEMA) and Mr. R. Campbell, an Engineer from Greenhorn & O'Mara, Inc., the company that performed the survey, conducted a meeting in the Town Hall on December 4, 1984 and explained the new Flood Insurance Rate Map and the process for establishing the 6 foot flood plain elevation for the Town. The Clerk advised that all future structures will be required to be built at or above 8 feet mean sea level to comply with the revised flood plain elevation. The Clerk also advised that a letter had been sent to FEMA requesting that the time limit be reduced for entering the regular insurance program. Once approved, public hearings will be held to advise the public that the flood plain elevation for Cinco Bayou is now 6 feet. The Clerk also advised that the Flood Plain Ordinance for the Town will have to be amended to show the 6 foot flood plain elevation and some additional restrictions and requirements for mobile homes.

6. Tree Removal, 211 Opp Boulevard - Mrs. Balsley - Mayor Usrey advised that a tree in Glenwood Park is laying on two trees on Mrs. Balsley's property. Following a short discussion, Mayor Usrey indicated that this matter would be voted on at next week's meeting.

7. Property Clean Up - Investments Unlimited - The Clerk advised that a letter had been sent to Investments Unlimited on November 2, asking them to clean their property on Kelly Avenue. To date, nothing has been done toward the clean up of their property. The Clerk also advised that transients are sleeping in the burned out metal building on the property. The Clerk was asked to call Investments Unlimited and invite them to next week's meeting to advise the Council of their intentions.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME. Councilwoman Balsley reminded everyone of the Town Christmas Party on Tuesday, December 18 at 6:30 p.m. in the Town Hall.

#### COMMITTEE REPORTS

##### Standing Committees

1. Streets & Sidewalks - Councilman Davis. No report
2. Parks - No report
3. Finance & Budget - No report
4. Waterfront - Councilman Perry. No report
5. Civil Defense - Councilman Perry. No report
6. Neighborhood Watch - Councilman Laginess. Councilman

Laginess advised that his door to door campaign is progressing and he also advised that he has received positive input from residents concerning the Neighborhood Watch Program.

Special Committees

1. Building Codes - Councilman Laginess. No report
2. Comprehensive Plan Review - Councilman Perry. No report
3. Glenwood Park - No report

ATTORNEY'S REPORT. None

CORRESPONDENCE

1. Letter - American Cancer Society - Mayor Usrey advised that a letter had been received from the American Cancer Society, thanking the Town for the donation in the name of Jim Godwin.

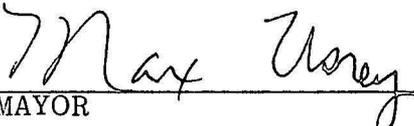
CLERK'S REPORT

1. The Clerk advised that Glenwood Park is completed, and the Engineer and Quatre and anyone on the Council interested will be going through the park for the final inspection at 9 a.m. tomorrow morning. The Clerk advised that the Certificate of Completion has been received and the final payment including the retainage will be \$5,389.84.
2. The Clerk advised the Council that a part-time maintenance man has been hired.
3. The Clerk advised that the Christmas decorations have been put up.
4. The Clerk advised that the proposed plans for the Johnston property have been completed and should be presented to the Council in January.

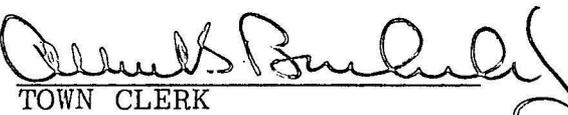
Councilwoman Balsley asked the Clerk if a "Slow" sign or "Children Playing" sign could be posted on Opp Boulevard to slow some of the traffic down. Councilman Davis was asked to look into the matter and report back to the Council.

MAYOR'S ANNOUNCEMENTS. None

There being no further business, the meeting was adjourned at 6:00 P.M.

  
MAYOR

Attest:

  
TOWN 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 Clerk.

ORDINANCE NO.

AN ORDINANCE GRANTING A LEASE TO BAUGHN ALIGNMENT SERVICE, INC. CINCO BAYOU, FLORIDA TO USE, ERECT, MAINTAIN, REPAIR, OPERATE, PAVE, MARK, SUPERVISE PARKING FACILITIES IN, OVER, ALONG, ACROSS AND UPON A PORTION OF THAT CERTAIN PUBLIC RIGHT-OF-WAY KNOWN AS LUVERNE STREET IN THE TOWN OF CINCO BAYOU, FLORIDA IN CONJUNCTION WITH AND ADJACENT TO GRANTEE'S MAINTENANCE AND OPERATION OF THE BUSINESS BAUGHN ALIGNMENT SERVICE, INC.

WHEREAS, the Town Council of the Town of Cinco Bayou, Florida has been presented a request by the business Baughn Alignment Service, Inc. of Cinco Bayou, Florida for the lease of a certain portion of a public right-of-way known as Luverne Street in Cinco Bayou, Florida, and

WHEREAS, the Town has determined that the desired portion of Luverne Street is bordered on the north and east by the K-Mart, Incorporated parking lot, and bordered on the west by Baughn Alignment Service, Inc. and is of little or no value as a thoroughfare because of this dead end, and,

WHEREAS, the desired portion of Luverne Street is eroding and covered with sand because of storm water run-off from the K-Mart, Incorporated parking lot, and,

WHEREAS, the Grantee desires to park the automobiles and small trucks of individuals who frequent Baughn Alignment Service, Inc. upon said portion of Luverne Street, and,

WHEREAS, a public purpose will be accomplished by the granting of said Lease in that Grantees will repair, maintain and prevent further damage from occurring to said portion of Luverne Street, and,

WHEREAS, Grantee will continue to allow full public access to Luverne Street,

NOW, THEREFORE, it is ordained by the Town of Cinco Bayou, Florida:

Section 1. That the Mayor of the Town of Cinco Bayou, Florida is hereby authorized to execute and deliver that Lease, a copy of which is attached and incorporated by reference, to the Lessee,

Section 2. This Ordinance shall become effective upon its adoption by the Council, upon second reading, upon signature of the Mayor, and acceptance by the Grantee.

ADOPTED: \_\_\_\_\_

MAYOR: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TOWN CLERK

ACCEPTANCE BY GRANTEE

Grantee, Baughn Alignment Service, Inc., by and through the undersigned hereby accepts the terms and conditions of the above enacted Ordinance and Lease.

DATED: \_\_\_\_\_ BAUGHN ALIGNMENT SERVICE, INC.

BY: \_\_\_\_\_

STATE OF FLORIDA )  
 )  
COUNTY OF OKALOOSA )

LEASE

This is a lease between the Town of Cinco Bayou, Florida, a municipal corporation referred to in this Lease as "Lessor", and Baughn Alignment Service, Inc. of Cinco Bayou, Florida, referred to in this Lease as the "Lessee". In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. The Lessor leases to the Lessee a certain portion of that real property, public right-of-way, known as Luverne Street (more specifically described hereinafter) in the Town of Cinco Bayou, Florida in conjunction with and adjacent to Lessee's maintenance and operation of the business Baughn Alignment Service, Inc.

2. That certain portion of the public right-of-way known as Luverne Street, which is the subject of this Lease, is described as follows, to-wit:

Begin at the Southwest corner of Lot 11, Block 16, Cinco Bayou Subdivision, as recorded in Plat Book 1 at Page 27A of the Public Records of Okaloosa County, Florida go north along the west lot line of Lot 11 a distance of 75 feet, thence west 90 degrees 50 feet more-or-less to a point on east lot line of Lot 12, Block 15, thence south 90 degrees along east line of Lot 12 to the southeast corner of such lot and thence east 90 degrees 50 feet more-or-less to Point of Beginning.

3. The term of this Lease is for a period of \_\_\_\_\_ years. The Lessee has the option to renew the Lease for an additional \_\_\_\_\_ years, so long as Lessee is not then in default under this Lease.

4. Lessee will pay to the Lessor as rent the sum of \_\_\_\_\_ Dollars per year which will be payable annually, in advance, during the term of this Lease.

5. Lessee will maintain public liability insurance in amount acceptable to Lessor. Lessor reserves the right to adjust the minimum requirement to comply with changes in Florida law, from time to time. Lessor will be a named insured and Lessee will additionally hold Lessor harmless from any liability and indemnify Lessor for any and all activities conducted on said property by the Lessee.

6. That the Lessor and the Lessee mutually acknowledge that the Lessee may use said portion of public right-of-way as a parking area for passenger vehicles and small trucks.

7. Additionally, Lessor and Lessee mutually acknowledge that the Lessee must improve and maintain said portion of public right-of-way in the following manner:

- (1) Remove any and all rubbish, junk, vehicle parts from the property.
- (2) Clear and remove from the property all weeds and undergrowth.
- (3) Level the property and remove all excess dirt or rubble.
- (4) Pave, surface all areas to be used for driving and/or parking with asphalt, concrete or oyster shells, insuring the proper drainage of the property. Lessee shall maintain said pavement and regulate and supervise parking thereon and erect any parking signs, if necessary.
- (5) Limit the type of vehicles to be parked in the area to passenger vehicles and small trucks.

8. Lessee may erect chain link type fencing around the property but any fencing will be no closer to Kelly Avenue than the north edge of the north right-of-way line. Should fencing be erected, Lessee will install a gate allowing full motor vehicle access to Luverne Street.

9. Upon termination of this Lease, Lessee will not remove any fencing that may have been erected or damage, destroy or remove any improvements made to the property without the express written consent of the Town Council of Cinco Bayou, Florida.

10. No fee, tax or charge for use or parking on the said property shall be levied against any user of such facility without the express written consent of the Town Council of Cinco Bayou, Florida.

11. In the construction, maintenance, repair and operation of the parking facilities contemplated herein, the Lessee shall use all necessary care to avoid doing or permitting to be done any damage to the water lines, sewers, conduits or any other property of the Town and shall use all reasonable care to avoid injury to the property of the Town and, additionally, shall maintain free and

open access to said water lines, sewer lines and conduits.

12. The Lessee shall make good to the Town all damages to the property of the Town from construction or operation of any parking facilities contemplated herein and shall make good to every owner of property abutting on the described property or which shall be injured by the work, or construction, or operation thereof all physical damage which shall be done to such abutting or injured property through an act or omission of the Lessee or of any contractor, sub-contractor or other person in the course of any employment on the construction or operation of the parking facility or any part thereof.

13. The Lessee shall hold the said Town of Cinco Bayou, Florida safe and harmless from all damages or claims for damages arising by reason of the negligence in constructing, or maintaining, or operation of said parking facility.

14. This Lease will not be assigned, or subleased, or transferred in any manner without Lessee obtaining prior written approval by the Town Council of Cinco Bayou, Florida.

15. The Lessor reserves the right to make such additional reasonable regulations, or terms, for the use of the property as may be in the best interest of the residents of the Town of Cinco Bayou, Florida.

16. The Lessor and Lessee further acknowledge that this Lease may be cancelled upon reasonable notice and hearing before the Town Council of Cinco Bayou, Florida should there be a failure, upon Lessee's part, to comply with any of the aforesaid conditions and terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

TOWN OF CINCO BAYOU, FLORIDA,  
a municipal corporation

BY: \_\_\_\_\_  
MAYOR, Lessor

ATTEST:

\_\_\_\_\_  
TOWN CLERK

BAUGHN ALIGNMENT SERVICE, INC.

BY: \_\_\_\_\_  
PRESIDENT, Lessee

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA

COUNTY OF OKALOOSA

Personally appeared before me, the undersigned authority, duly authorized to take acknowledgments, \_\_\_\_\_ and \_\_\_\_\_, Mayor and Town Clerk respectively, who acknowledged before the undersigned that they have executed the foregoing Lease on behalf of the Town of Cinco Bayou, Florida, a municipal corporation, and that the contents herein are true and correct.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA

COUNTY OF OKALOOSA

Personally appeared before me, the undersigned authority, duly authorized to take acknowledgments, \_\_\_\_\_ and \_\_\_\_\_, President and Secretary respectively, who acknowledged before the undersigned that they have executed the foregoing Lease on behalf of Baughn Alignment Service, Inc., a Florida corporation, and that the contents herein are

true and correct.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

RECEIVED  
12/5/84  
1882



FLORIDA DIVISION, INC., OKALOOSA INFORMATION CENTER

December 3, 1984

Town of Cinco Bayou  
35 Kelly Avenue  
Ft. Walton Beach, FL 32548

Dear Friends:

On behalf of the South Okaloosa County Unit of the American Cancer Society, Florida Division, I wish to express our appreciation to you for the most thoughtful gift of \$25.00 in memory of James Godwin, Sr.

This gesture will provide much-needed financial assistance to the living in a meaningful way. It is only through such generosity that we are able to do for the cancer patients and their family as much as we can.

We are most grateful.

Sincerely,

A handwritten signature in cursive script, appearing to read "L. Pate Johnson", with a long horizontal line extending to the right.

L. Pate Johnson  
Executive Director

LPJ/jc

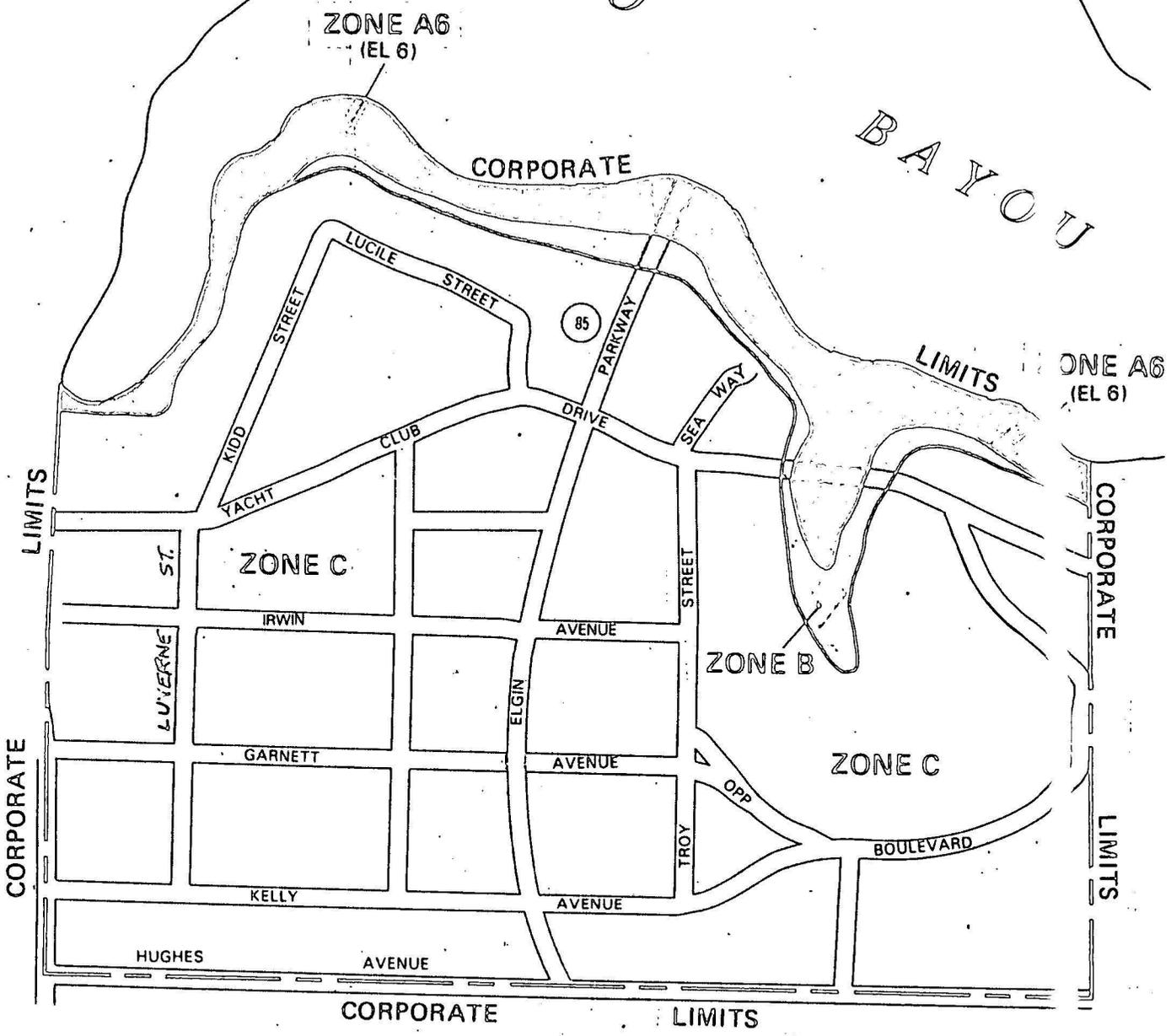
CINCO

BAYOU

ZONE A6  
(EL 6)

CORPORATE

ZONE A6  
(EL 6)



LIMITS

CORPORATE

CORPORATE

LIMITS

CORPORATE

LIMITS

ST.

LUYERNE

ZONE C

IRWIN

GARNETT

KELLY

HUGHES

AVENUE

AVENUE

AVENUE

AVENUE

ZONE B

ZONE C

BOULEVARD

85

TROY STREET

OPP

LIMITS

