

**TOWN OF CINCO BAYOU
REGULAR TOWN COUNCIL MEETING
DECEMBER 11, 1997**

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL: Mayor Drabczuk

Councilman Beard
Councilman Kendrick
Councilwoman Leach
Councilman Payne
Councilman Skelly

REGULAR BUSINESS

1. COUNCIL APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Minutes, Council Meeting - November 13, 1997
- B. Financial Report - November, 1997
- C. List of Deposits and Checks, November, 1997

3. ACTION ITEMS

- A. Letter, Mr. E.C. Bell
- B. American Security Contract
- C. Project Cheer Funding Request
- D. Tree Removal, Opp Boulevard
- E. Vision Meeting

4. ENGINEER'S REPORT

5. ATTORNEY'S REPORT

6. TOWN MANAGER'S REPORT

7. PUBLIC REQUESTS/COMMENTS (LIMIT PRESENTATIONS TO 3 MINUTES)

8. COUNCILMEMBERS REPORTS/COMMENTS

9. CORRESPONDENCE

- A. Letter, City of Destin - Invitation to Okaloosa League of Cities Dinner, December 18, 1997
- B. Letter, Supervisor of Elections - Qualification Period
- C. Letter, Supervisor of Elections - Ballot Items/Issues
- D. Letter, Economic Development Council
- E. Resolution, Town of Shalimar
- F. Resolution, State Constitution Revision

10. MAYOR'S ANNOUNCEMENTS

11. ADJOURN

**TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING MINUTES
DECEMBER 11, 1997**

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

PRESENT: Mayor Drabczuk
Councilman Kendrick
Councilwoman Leach
Councilman Payne
Councilman Skelly

ABSENT: Councilman Beard

ALSO PRESENT: Town Manager Borchik, Attorney McInnis, Engineer Griswold, Secretary Payne, Kim Payne, Tom Leach, Eli Skelly, Lee Forst and Ed Connors.

1. COUNCIL APPROVAL OF AGENDA - Mayor Drabczuk requested that an item, Item 3-F, Christmas Bonus, be added to the Agenda. There was no objection to the addition. Councilman Kendrick made a motion to approve the Agenda as amended, seconded by Councilman Payne. Councilwoman Leach requested that Item 2-C, List of Deposits and Checks, be removed from the Consent Agenda. Councilwoman Leach then asked why we have paid the Auditor when we have not received the audit report. Mr. Borchik explained that we had already paid them \$3,000.00 for work done in October and this payment was for work done in November, the total price of the contract is \$5,000.00. Councilman Kendrick made a motion to approve the Agenda as amended, seconded by Councilman Payne. The motion was unanimously approved.

2 CONSENT AGENDA

- A. Minutes, regular Council Meeting, November 11, 1997
- B. Financial Report -November, 1997
- C. List of Deposits and Checks, November, 1997

Councilman Kendrick made a motion to approve the Consent Agenda, seconded by Councilman Payne. The motion was unanimously approved.

3. ACTION ITEMS

A. Letter, Mr. E.C. Bell - Attorney Mcinnis explained that he had received a letter from Mr. Pinkerton, Mr. Bell's Attorney, along with a copy of a letter from Mr. Bell explaining his request for payment of four weeks accrued annual leave. A copy of this letter was given to the Mayor and each Councilmember. Following a lengthy Council discussion. Councilman Payne made a motion to table action on Mr. Bell's request until the next Town Council Meeting and requested the Town Manager to research Town records to determine if any leave had been taken and the amount of leave time he had actually accrued., seconded by Councilwoman Leach. The motion was approved, 3 to 1 with Councilman Kendrick voting "No". Attorney McInnis was directed to advise Mr. Pinkerton of the Council's action.

B. American Security Contract - Councilman Skelly made a motion to approve the American Security Contract for \$1,440.00 per month, seconded by Councilwoman Leach. The motion was unanimously approved.

C. Project Cheer Funding Request - Councilman Skelly made a motion to contribute the amount approved in the FYE98 Budget, \$75.00, to Project Cheer, seconded by Councilman Payne. The motion was unanimously approved.

D. Tree Removal, Opp Boulevard - Mr. Borchik explained that an Oak Tree, approximately 12 inches in diameter, located in the back yard of the residence located at 105 Opp Blvd. was cut down without a permit. The occupant said she had the tree removed because it was dying and limbs had fallen on her roof. Mr. Borchik delivered a letter to the occupant at 105 Opp Blvd citing the violation along with a copy of the Landscape Ordinance. The occupant is not the owner and the citation will be sent to the property owner. Following a short discussion, Councilman Skelly made a motion to fine the owner of the property located at 105 Opp Blvd according to the Town Ordinance, seconded by Councilwoman Leach. Councilman Payne amended the motion to impose the maximum fine of \$499.99 for the removal of a protected tree located at 105 Opp Blvd, seconded by Councilwoman Leach. Councilman Skelly asked the Town Manager to check the total amount of the fines imposed in 1997 for ordinance violations concerning protected trees. The motion was unanimously approved.

E. Vision Meeting - Following Council discussion, Councilwoman Leach suggested holding the "Vision" meeting on a Saturday and combine it with a walk through the Town. Councilman Skelly suggested that the date for the "Vision" meeting be set for Saturday, January 24, 1997, at 9:00 AM. Councilwoman Leach asked if the public will be invited to attend this meeting and Mayor Drabzcuk said that since this would be a public meeting, it would be open to the public. The Town Manager will publish the proper public notice.

F. Christmas Bonus - Councilman Payne advised the Mayor and Council that he would abstain from any discussion or voting on this matter since Mr. Borchik is his Father-in-Law and will submit a form 8B. Councilman Kendrick made a motion to award the Town Manager a bonus of \$300.00 and a bonus of \$250.00 to each employee plus their choice of turkey or ham. The motion died for lack of a second. Councilman Skelly made a motion to award a bonus of \$250.00 to each employee plus choice of turkey or ham. This motion died for lack of a second. Councilwoman Leach made a motion to award a bonus of \$150.00 plus turkey or ham to each employee. This motion also died for lack of a second. Then Councilman Skelly made a motion to award a bonus of \$225.00 plus choice of turkey or ham to each employee, seconded by Councilwoman Leach. Councilman Payne said that Incredible Edibles would provide the employee's ham or turkey at cost. The motion was unanimously approved.

4. Engineer's Report - Engineer Griswold presented copies of his proposal and cost estimates for the improvements to Luverne Street between Hughes Avenue and Kelly Avenue. Following a lengthy discussion, Councilman Kendrick made a motion to table this matter and to discuss it during the Vision meeting, seconded by Councilman Payne. The motion was unanimously approved. Engineer Griswold asked to be excused and wished everyone a Merry Christmas.

5. Attorney's Report - None

6. Town Manager Report

A. I have Spoken with Mrs. Kelley concerning the landscaping of the southwest corner of the Eglin Parkway/Yacht Club Drive intersection. She Stated that she does not want any landscaping done on her property and was opposed to the closing of the entrance immediately south of the intersection. There is a portion of the area along Yacht Club Drive that is the Town's right-of-way and it could be landscaped.

B. I have requested a quote on sweeping the Town's streets but have not had a reply to date. It appears that a Town Cleanup in January would be more suitable and would have an increased response. A news letter will be sent to all residents and business's in early January setting the date for pickup as soon as arrangements are made with EWS.

C. The Sprint contractor is beginning repairs to the damage that was done on Opp Blvd. All disturbed areas should be returned to their original condition. I will follow his progress!

D. I have spoken with Mr. Staley, American Security, concerning the park gates and he indicated that the park gates are being locked, but due to unforeseen circumstances cannot always be locked at 8PM. Councilman Skelly said he has noticed that they are being locked at the present time.

E. I have talked to Compass Bank, Ready Bank and the Florida League of Cities concerning a loan for paving the Town streets. Funds are available with reasonable interest rates. Cycles for grants vary and I have requested information on what grants are available for Town projects.

F. The Town Manager advised the Mayor and Council that he is submitting his resignation, to be effective as soon as a replacement can be found, is in place and familiar with the job! Mayor Drabzcuk said he is grateful for everything Mr. Borchik has done for the Town and he will be missed. Councilman Kendrick made a motion to accept Mr. Borchik's resignation with great regret, seconded by Councilman Skelly. The motion was unanimously approved.

7. Public requests/Comments - Mr. Tom Leach thanked Mr. Borchik for a job well done and for taking over and stepping in as Interim Town Manager and it was greatly appreciated.

8. Councilmember Reports/Comments

A. Councilman Skelly:

1. Thanked Mr Borchik for his returning to the job and he will be missed again.

Wished everyone a Merry Christmas

C. Councilman Kendrick:

1. Agreed with Councilman Skelly that Mr. Borchik will be greatly missed.

D. Councilwoman Leach:

1. Said she has learned a lot from Mr. Borchik and that she wished Mr. Borchik had been here the two years she has been on the Council. He will be missed. Advised the Council that they would be moving out of Cinco Bayou in February as they had bought a house in Valparisio. Wished everyone a Merry Christmas.

E. Councilman Payne:

1. Councilman Payne thanked Mr. Borchik for all he had done for the Town and he will be sadly missed. Wished all a Merry Christmas!

9. Correspondence

A. Letter, City of Destin - Invitation to Okaloosa League of Cities Dinner, December 18, 1997. Mr. Borchik said anyone interested in going should let the secretary know by Friday, December 12, 1997.

B. Letter, Supervisor of Elections - Qualification Period. - Mayor Drabzcuk suggested the Council let people know that two Council positions will be vacant in the March Election. Mr. Borchik said the January newsletter will also advise residents.

C. Letter, Supervisor of Elections - Ballot items/issues - No Action

D. Letter, Economic Development Council - No Action

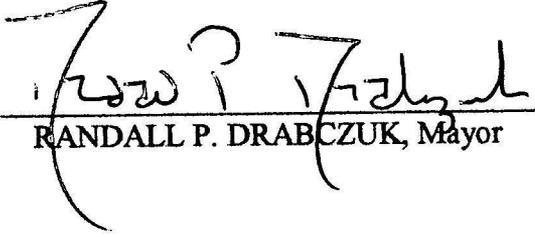
E. Resolution, Town of Shalimar - No Action

F. Resolution, State of Constitution Revision - No Action

10. Mayor's Comments/Announcements

Mayor Drabczuk reminded every one of the Christmas Potluck supper on Tuesday, December 16, 1997, at 6:30 PM. And Thanked Mr. Borchik again for everything he has done for the Town.

There being no further business, Mayor Drabczuk adjourned the meeting at 7:25 PM.



RANDALL P. DRABCZUK, Mayor

Attest:



ALBERT S. BORCHIK, Jr. Town Manager/Clerk

12-08-1997 12:35PM FROM SMITH GRIMSLEY BAUMAN PIN TO

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**SMITH, GRIMSLEY, BAUMAN, PINKERTON,
PETERMANN, SAXER & WELLS**

ATTORNEYS AND COUNSELORS AT LAW

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

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P.O. BOX 2379

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WALTER J. SMITH
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CHRISTOPHER F. SAXER
KELVIN CLYDE WELLS*BOARD CERTIFIED CRIMINAL TRIAL LAWYER
**ALSO ADMITTED IN ALABAMA AND WYOMING

December 8, 1997

Jeff McInnis
Attorney at Law
909 Mar-Walt Drive
Suite 1014
Fort Walton Beach, Florida 32547RE: Our Client: ELVIN BELL
Your Client: TOWN OF CINCO BAYOU

Dear Jeff:

Please find enclosed a copy of a letter that I received from Elvin Bell on October 20, 1997. The letter gives a detailed explanation of Mr. Bell's vacation leave agreement with Mayors Laginess and Drabozuk and the reasons why no time was ever requested or taken.

We would like to request that this matter be put on the agenda for Thursday night's Town Council meeting so that this issue can be addressed. I trust that the information provided in the enclosed copy of Mr. Bell's letter provides you with enough facts to issue payment to my client and bring this matter to rest.

If I may be of further assistance, please do not hesitate to call my office.

With warmest regards, I remain,

Sincerely,


DREW S. PINKERTON
Attorney at Law

DSP/ea

enclosure

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October 20, 1997

Mr. Drew S. Pinkerton
Attorney At Law
P. O. Box 2379
Ft Walton Beach, FL 32549

Re: Town of Cinco Bayou

Dear Mr. Pinkerton:

I have reviewed the letter of October 14, 1997, from Jeff McInnis regarding the vacation time owed to me by the Town. Please refer to the October 10, 1997, FAX letter and attachment I sent to you. Note the last paragraph on page one.

Mr. Pinkerton, there was no window of opportunity for me to take any time off for a vacation while I worked for the Town of Cinco Bayou. Two hurricanes and a multitude of other problems and issues kept getting in the way.

The following information is provided so you, Jeff and the Council may be brought up to speed on why I did not take any vacation time.

1. Several days prior to my start date with the Town, I was instructed by the then Mayor, Charles Laginess, to take over all negotiations with FEMA pertaining to the damage caused by Hurricane Erin. I was also instructed to complete the debris clean-up efforts throughout the Town. Those instructions were reported in the local newspaper. When I reported for work on September 18, 1995, I had my marching orders and started to fulfill the tasks given to me.

I also had a binding understanding with Mayor Laginess, as he had requested, that when I wanted to take any vacation time I would submit such a request to the Council for its review and action.

2. I was totally involved with FEMA negotiations and Erin clean-up when Hurricane Opal hit on October 4, 1995. An Emergency Operations Center was activated at the Emergency Services Office in the Shalimar Courthouse Annex. Starting the day after Opal, my day began by attending a 4:30 A.M. briefing in the County Disaster Center. Mr. George Collins usually gave the briefing. I would go to Cinco Bayou after each briefing and attend to the clean-up projects and dealing with FEMA. For several weeks following Opal, my day started with the 4:30 A.M. briefing and ended at about 10:00 P.M., seven days a week. Mayor Laginess can attest to that schedule.

From September 1995 until about the middle of February 1997, most of my time was spent on problems and issues created by Hurricanes Erin and Opal. When I

12-08-1997 12:36PM

FROM SMITH GRIMSLEY BAUMAN PIN TO

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completed FEMA negotiations on Opal, I was successful in re-opening FEMA negotiations on Erin. I was able to obtain about \$11,000.00 more than Jeff McInnis and Mayor Laginess had negotiated on Erin. As I recall, my negotiations with FEMA on Erin and Opal projects resulted in the Town obtaining about \$93,000.00 in funding. A copy of the final FEMA audit report is on file in Town Hall. The audit report accounts for all FEMA funds and Town expenditures.

3. From December 1995 through March 1997 I had four audits by the State Department of Community Affairs, three audits by FEMA, two annual audits by the Town's accounting firm, and one special audit by the firm. I will never forget one of those audits. It was being conducted by FEMA. We were two and a half days into the audit and we had papers and other documents spread out on tables in the Council chamber. We left for lunch. While we were gone the Town's former pest control man came to spray Town Hall. He sprayed all our papers and documents with a very strong insecticide. A lot of the papers were also re-arranged. The FEMA team and I had to start all over.

4. Also during this period, I discovered that the Town had not sent statements to the City of Ft Walton Beach for reimbursement of labor and equipment costs to clean that portion of Eglin Parkway that is in the Town of Cinco Bayou. I kept the Council informed of my statements to the City. Jeff is also aware of the balance due to the Town from the City of Ft Walton Beach. As I recall, the City owes the Town about \$17,000.00. I requested and received Council permission to negotiate a separate contract with the State Department of Transportation. As an aside, when the State negotiated a new contract with the City of Ft Walton Beach, the State deducted that amount of funds which the City of Ft Walton Beach should have been paying to the Town during the past seven or so years. Note: When the old contract was negotiated, the State paid funds to the City of Ft Walton Beach which included the Town's expenses for Eglin Parkway. According to the State Contract Engineer and City of Ft Walton Beach Director of Public Works, it was agreed that the Town would send a quarterly statement to the City. Unfortunately, those quarterly statements had not be sent. Refer to item No. 6 below.

5. In January 1997 I discharged the Town's maintenance man. For the next two months I did that job as well as mine. I recruited and hired a new maintenance man in March 1997. I trained him for two weeks when, suddenly, he had to take emergency leave to have major surgery. He was off work for a month. During that time I again did both jobs.

6. During the period of February through April 1997 I negotiated with the State Department of Transportation for a maintenance (clean-up) contract for Eglin Parkway, a contract that was approved by the Council. To be reimbursed under the contract, the Town must send statements to the State.

7. In addition to all of the above, I was also handling fifty-seven different code enforcement problems that were given to me by Council Members.

12-08-1997 12:37PM FROM SMITH GRIMSLEY BAUMAN PIN TO

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Although my wife and I frequently talked about taking some vacation time, I never saw a timeframe when one was possible.

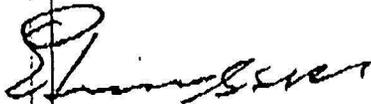
In keeping with my vacation leave agreement with the Mayor when I started work, if I had taken any vacation time the audio recordings of Council meetings would have taped such a request, and the Town Council Minutes would show such a request and noted Council action on such a request. If I had made such a request and it was not noted in the Minutes, I assure you Council Members would have corrected the Minutes to reflect the request. They, indeed, read the Minutes very thoroughly and the record clearly shows they frequently commented on the Minutes.

Mayors Laginess and Drabczuk can attest to the fact that I neither requested vacation time nor took any vacation time. There is no documentation that I took vacation time because none was requested. I was on duty in Town Hall from September 18, 1995, through June 20, 1997. Further, I did not keep any personnel time records on accrued vacation time. A standard operating procedure was established on record keeping prior to my arrival and I did not change that procedure. As Manager, I had far too many items on my plate to change that procedure. The procedure was frequently audited by the Town's accounting firm, and no changes were ever recommended or noted by the firm. The audit reports listed vacation time that had accrued. Moreover, any record of vacation time I would have taken, if I had taken any, would be on the tapes of Council meetings and recorded in the Minutes. And the Mayor, who called or visited Town Hall three or four times a week, to his credit, would surely recall if I was not on duty when he called or visited. So would Council Members. So would Jeff. I made sure they all had my cell phone number, and they frequently called me on my cell phone when I was working on projects throughout the Town.

Mr. Pinkerton, I trust this supplemental information provides you with enough facts to obtain payment so we can close this case. I need a vacation.

Please let me know if I can be of any further assistance.

Very truly yours,



Elvin C. Bell

D. American Security Contract - Manager Borchik advised the Council that the current American Security contract was a month to month contract. A rate increase to \$1,440.00 per month was effective October 1, 1997 and was due to the increase in the minimum wage. Attorney McInnis advised the Council that the Town should use a fully written contract. Following a short discussion, Councilman Payne made a motion to have Attorney McInnis prepare the contract with American Security, that the contract be on an annual basis and at the current rate of \$1, 440.00 per month, seconded by Councilman Kendrick. The motion was unanimously approved.

4. Engineer's Report - Engineer Griswold presented his recommendation and proposal for paving the Town streets east of Eglin Parkway. Mr. Griswold suggested having an annual contract with a paving contractor would reduce unnecessary paperwork and associated engineering fees and hence, save the Town time and money for the paving projects. Following a short discussion, the Council requested the Engineer to secure the cost estimates and different options for the total paving project and present them at the November 13th Town Council meeting.

5. Attorney's Report - Attorney McInnis advised the Council that there had been a request from Mr. Bell through his Attorney, Mr. Pinkerton, for payment of four (4) weeks of accrued annual leave authorized under the terms of his contract during his employment with the Town. The Town Manager stated that there are no official records concerning Mr. Bell's accrued leave as he maintained his own records. Following a discussion concerning the length of Mr. Bell's employment and the policy concerning accruing annual leave, Councilman Skelly asked that Mr. Bell's request for compensation be tabled until any official records were located or Mr. Bell could provide such records to the Council. Attorney McInnis was directed to advise Mr. Pinkerton of the Council's action.

6. Town Manager Report

1. Contacted a contractor to get an estimate on removing the sidewalk around the tree in back of Town Hall and put in "Grassy Pavers".

2. Advised that Mr. Bruns, Landscape Architect, requested the balance owed on his contract. It appears that Mr. Bruns has not completed the final landscaping plan and therefore is not due payment at this time.

3. The final development order for Laguna Landing has not been issued as we are still waiting for final plans, documents and DOT permits.

4. Notified Mrs. Barnes of the fine imposed for cutting down the protected tree in her yard. She has advised that she will appeal the fine.

5. Delivered sign ordinance violation notices to the businesses that had temporary signs posted at their businesses.

6. The Florida Wildlife Commission provided the names of authorized trappers to trap our Glenwood Park beavers. They will begin trapping this weekend.

7. Mr. Ed Connors, Town Maintenance person, presently has medical insurance coverage through his wife's medical insurance plan and hence is not covered by the Town's medical insurance plan. Mr. Connors has requested that he be compensated for not receiving this insurance benefit with a wage increase. The cost of the medical insurance package equals \$1.31/hour and would increase his hourly wage to \$10.06/hour. The cost for the insurance is in the FY98 Budget. Councilman Kendrick made a motion to grant the increase, seconded by Councilman Skelly. The motion was unanimously approved.

7. Public requests/Comments - None

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT, made effective as the of the 1st of January, 1998 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 (herein after referred to as "Town") and American Security, Inc., 105 Lewis St., Ft. Walton Beach, FL 32548 hereinafter referred to as "AMSEC".

WITNESSETH:

WHEREAS, the Town desires to provide for certain security and monitoring services to protect the health, safety and welfare of the residents, business owners and their properties located within the corporate limits of the Town; and,

WHEREAS, AMSEC has experience in the area of security services and desires to provide such services under the terms and conditions of this Agreement.

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

SECTION ONE Scope of Services

A. The work to be performed by AMSEC under this Agreement includes the providing of security and patrol services within the corporate limits of the Town of Cinco Bayou, Florida during the initial term of this Agreement and any renewals thereof. The services shall be provided (7) days per week beginning on the Commencement date as provided for herein, unless prior arrangements have been made with the Town Manager/Clerk. Said services shall include the following duties and responsibilities:

(i) AMSEC shall be responsible for securing and locking the municipal parks located within the Town including Frances Park, Laguna Park, and Glenwood Park. The parks shall be secured and locked each evening and opened each morning, (7) days per week.

(ii) AMSEC shall provide patrol services in and about the corporate limits of the Town on a time schedule (7) days a week as established by the Town. During such patrols AMSEC shall be responsible for reporting any incidents that threaten the health, safety, or welfare of any persons or property located within the Town limits to the Okaloosa County Sheriff's Department either directly or through its 911 emergency operations system. During the course of each nightly patrol, each business establishment within the Town shall be physically checked to ensure that the doors and windows of the businesses are locked except on the nights when the patrol is overburdened handling documented incidents and/or house watch checks. In that event the businesses which do not get checked will be the first to be checked on the following night. AMSEC shall conduct all patrols in a radio equipped marked vehicle and all security officers shall be appropriately uniformed to clearly identify themselves as a security provider. The security officers shall not be armed with any firearms during the course of providing services under this Agreement within the Town limits. Security officers of AMSEC are not expected nor encouraged to engage in any physical contact with anyone within the Town. Security Officers are expected to use only the necessary force to protect themselves from personal harm.

(iii) AMSEC shall provide written reports on a daily basis directly to the Town Manager/Clerk fully setting forth the schedule that was maintained by AMSEC during the reporting period and providing a daily log of activities and incidents noted during the course of either park opening or closure or patrol services. The Town will designate and provide a drop-off point for the nightly reports prepared by the security patrolman. Additionally, AMSEC shall immediately report to the Town Manager/Clerk on a twenty-four (24) hours a day basis any significant acts discovered during the course of patrol services hereunder which are a threat to the health, safety, or welfare of any persons or property located within the Town limits. The Town Manager/Clerk shall provide appropriate phone numbers to AMSEC for communications both during working hours and after hours for the purposes of reporting requirement.

(iv) In the performance of the services hereunder, AMSEC shall provide direct supervision of its security officers at all times. In addition to on-site supervision and roving patrol supervision, AMSEC staff officers shall make periodic and unannounced inspections of all assigned security personnel. AMSEC shall provide continuing training for its security personnel, and shall ensure that all security officer(s) assigned to duty in the Town are indoctrinated on the requirements of this Agreement and the standards of service for the Town.

(v) In case of incidents occurring in Town businesses or involving domestic disputes in residences during nightly patrols, AMSEC's responsibility is only to report such incidents to the Okaloosa County Sheriff's Department.

(vi) If AMSEC is required to perform house watch checks (short duration's only), AMSEC will provide the Town with an appropriate form for requesting this type of service. It will be the Town's responsibility to receive requests from individual resident's and to provide the completed forms to AMSEC prior to the nightly patrol.

(vii) All requests for special services or changes in the services called for under this Agreement shall be communicated on behalf of the Town by the Town Manager/Clerk directly to the President of AMSEC or his designee. No other agent or official the Town shall give instruction to employees of AMSEC during the performance of their duties under this Agreement.

SECTION TWO

Payment

A. For the Services specified in this Agreement, the Town shall pay AMSEC the sum of Fourteen Hundred Forty Dollars (\$1,440.00) per month for services to be provided during that month. Payment for services rendered under this Agreement shall be due and payable on the tenth day following the billing date and shall be considered delinquent on the twentieth day following the billing date. All amounts delinquent shall be charged interest at the rate of 1.5% per month. Amsec shall be fully responsible for the withholding of State or Federal Income Taxes, and any and all other tax liabilities imposed upon it as a result of this Agreement and hereby covenants to save the Town harmless from any and all liability for any such payments or obligations that may be imposed upon the Town during the term of this Agreement or subsequent to its termination. The Town will provide AMSEC with its state sales tax exemption number.

B. AMSEC shall have the right at any time, upon written notification to the Town, to renegotiate existing rates of payment based upon the fluctuation in operating costs or revisions in the "cost of living index" or wage and hour increases. Failure to reach a satisfactory agreement as to a renegotiate rate shall serve to void this contract at the option of either party to this Agreement.

SECTION THREE

Term of Agreement and Termination

A. The services to be provided under and pursuant to this Agreement will begin on the 1st day of January 1998 ("Commencement Date"). This Agreement may be renewed by mutual agreement of the parties for a term of one year which term may thereafter be annually renewed for like periods of one (1) year by mutual agreement of the parties.

B. This Agreement may be terminated by either party with cause. If AMSEC should fail to perform any services required hereunder, the Town shall give AMSEC written notice of such failure and shall allow AMSEC thirty (30) days to correct the stated deficiencies. If said deficiencies are not corrected within thirty (30) days, the Town, at its option, may terminate this Agreement. Such termination shall not affect any rights or obligations of the Town or AMSEC which may have occurred prior to the termination.

C. In the event of termination, the Town shall be obligated to pay a pro rate for only those days on which services are performed by AMSEC through the effective date of termination.

SECTION FOUR

Relationship of Parties

Neither AMSEC or any of its personnel are to be considered as agents or employees of the Town for any purpose, and will not be entitled to any of the benefits the Town provides for its employees including, but not limited to, health insurance coverage, workers compensation insurance coverage and unemployment insurance.

SECTION FIVE

Furnishing of Equipment

AMSEC shall furnish, at its own expense, all uniforms, equipment and vehicles, including fuel, necessary to carry out the terms of this Agreement.

SECTION SIX

Liability

The work to be performed under this Agreement will be performed entirely at AMSEC's risk, and AMSEC assumes all responsibility for the safety and protection of its personnel in the performance of this Agreement.

SECTION SEVEN

Assignment

Neither this Agreement nor any of the duties and responsibilities or interests therein, or any claim thereunder, shall be assigned or transferred by AMSEC to any party or parties without the consent of the Town, which may be withheld at the Town's sole discretion.

SECTION EIGHT

Indemnification and Insurance

A. AMSEC does hereby indemnify and hold harmless and will defend the Town against all claims and suits by third parties for the loss of or damage to property, personal injury (including death), to persons, and from all judgments recovered therefor, and from all expenses for defending such claim(s) or suit(s), including court costs and attorneys fees, which results from the negligent acts, errors, or omissions of AMSEC, its agents or employees. As purchaser of security serviced under this Agreement, the Town agrees to and understands that AMSEC is not an insurer. AMSEC does not represent or warrant that the security service cannot be compromised or circumvented. AMSEC does not represent or warrant that the security service will prevent the loss or damage to the property or premises of the Town of Cinco Bayou. The Town acknowledges and understands that the rates set forth in this Agreement are based solely on the value of the service provided, and in case of failure to perform such service, and any result loss Amsec liability to the Town of Cinco Bayou, shall be limited to amounts not to exceed the limits of protection outlined in the insurance certificates provided by AMSEC, which are attached and form a part of this Agreement. These amounts are \$1,000,000.00 per occurrence for services rendered.

B. AMSEC shall maintain during the full term of this Agreement a policy of Commercial General Liability Insurance with a responsible underwriter authorized to do business in the State of Florida to be written on an occurrence basis with a minimum limit of liability of \$1,000,000.00 AMSEC shall also maintain workers compensation insurance for its employees as required by Florida law and a Comprehensive Automobile Insurance Policy with bodily injury coverage in the amount of \$100,000.00 per person, \$300.00 per occurrence and property damage coverage in the amount of \$50,000.00 for each occurrence. AMSEC will furnish to the Town, promptly following the execution of this Agreement, certificates shall provide that there shall be no termination, nonrenewable or expiration of such coverage's without thirty(30) days prior written notice to the Town.

SECTION NINE

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 may be hereafter be specified by notice in writing.

SECTION TEN
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 ELEVEN
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 TWELVE
Attorneys Fees and Court Costs

In any action, suit or proceeding to enforce the terms of this Agreement, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing or defending its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

SECTION THIRTEEN
Miscellaneous

The Town stipulates that no employee of AMSEC shall be hired by the Town in any security or security related position during the individual's term of employment with AMSEC, or for a period of one (1) year after termination of such employment, or for one (1) year from the date of the termination of this Agreement.

SECTION FOURTEEN
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.

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: _____
Albert S. Borchik, Jr.
Town Manager/Clerk

BY: _____
Randall P. Drabczuk, as its Mayor

AMERICAN SECURITY, INC.

ATTEST:

BY: _____
print name: _____
Corporate Secretary

BY: _____
Mose Staley
General Manager



TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE (CINCO BAYOU)
FT. WALTON BEACH, FLORIDA 32548-4436
850-244-2712
FAX 850-244-9188

November 24, 1997

Mayor:
RANDALL P. DRABCZUK

Council Members:
BRYAN BEARD
JIM KENDRICK
CAROLYNN H. LEACH
V.E. "Dutch" PAYNE
JOSEPH P. SKELLY

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

Town Attorney:
C. JEFFREY McINNIS

Town Engineer:
RICHARD GRISWOLD

Resident
105 Opp Boulevard
Cinco Bayou, Florida

Re: Tree Removal

In response to a report that an oak tree on your property at 105 Opp Boulevard had been cut down on Sunday, November 23, 1997, I visited your area and noted that a tree approximately 12 inches in diameter had been cut down.

You are hereby notified that the removal of this protected tree without a permit is a violation of the Town Code of Ordinances, Section 78-68. This violation and any resulting fine will be determined by the Town Council and will be an agenda item for the December 11, 1997 Town Council meeting. You are invited to attend this meeting and be heard concerning this matter.

Please contact me if I can be of any assistance in this matter.

Respectfully,


ALBERT S. BORCHIK, JR.
Town Manager/Clerk

Enclosure - Chapter 78, Town Code of Ordinances

The City of Destin



12-4-97

WGB

4200 Two Trees Road Destin, Florida 32541 (904) 837-4242 FAX (904) 837-3267

December 2, 1997

The Honorable Randy Drabczuk
Mayor, City of Cinco Bayou
10 Yacht Club Drive
Ft. Walton Beach, FL 32548-4436

Dear Mayor Drabczuk:

The City of Destin is pleased to host the winter meeting of the Okaloosa County League of Cities scheduled for Thursday, December 18, 1997.

The dinner meeting will be held at the Lucky Snapper Restaurant along the Destin Harbor. A cash bar along with hors d'oeuvres will be available from 6:00 p.m. to 7:00 p.m. with dinner starting at 7:00 p.m. Dinner will be your choice of prime rib, broiled triggerfish with lump crab meat, chargrilled fresh Yellowfin Grouper, Seafood Mediterranean Mostaccioli and Caribbean Chicken, along with a salad, vegetables, coffee/tea, fresh baked Cheese Bread (which is outstanding) and dessert. The cost for dinner will be \$25.00 per person.

The Destin Middle School choral group and band will be playing for your entertainment and there will be numerous exciting door prizes.

Please advise me no later than December 12th of the number attending from your municipality.

We look forward to seeing you.

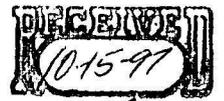
Sincerely,

THE CITY OF DESTIN

Lee Garrett
City Clerk



Patricia M. Hollarn
Okaloosa County Supervisor of Elections



WB 177

1804 Lewis Turner Blvd., Suite 404
Fort Walton Beach, FL 32547-1285
(904) 651-7272
FAX (904) 651-7275

101 James Lee Blvd. E
Crestview, FL 32536-3581
(904) 689-5600
FAX (904) 689-5644

October 13, 1997

Al Borchik, Town Clerk
Town of Cinco Bayou
10 Yacht Club Drive
Fort Walton Beach FL 32547

Dear Al:

We are now in the planning stage for the municipal elections to be held on March 10, 1998. This letter is to verify the information we have on file for the races to be on the ballot for the Town of Cinco Bayou.

According to our records, the following offices will be up for election (incumbents are listed in the parentheses):

Mayor (Randy Drabczuk)	2 year term
Two Council Seats	2 year term each
(Cameron Beard)	
(Carolynn Leach)	

Also, please advise if there has been any change in the salary and/or unvouchered expenses received by town officials. Our records show the mayor receives \$100 per month, council members \$50 per month. The municipal candidate election assessment, reduced to 1% as of January 1, 1998, is based on those incomes.

Qualifying will take place from noon on Friday, January 16, through noon on Friday, January 23. The opening date has been moved back to January 16, as the 50th day, January 19, is a legal holiday. Pre-filing, however, can be done at any time prior to that date.

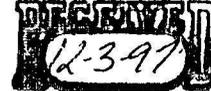
I will send you a more complete election schedule at a later date. Please let me know if you have any other questions. We certainly do look forward to working with you again!

Sincerely yours,

Patricia M. Hollarn
Supervisor of Elections



Patricia M. Hollarn
Okaloosa County Supervisor of Elections



MHB

1804 Lewis Turner Blvd., Suite 404
Fort Walton Beach, FL 32547-1285
(904) 651-7272
FAX (904) 651-7275

101 James Lee Blvd. E
Crestview, FL 32536-3581
(904) 689-5600
FAX (904) 689-5644

December 2, 1997

TO: *Pat* Town of Cinco Bayou
City of Destin
City of Mary Esther
City of Valparaiso

FROM: *Pat* Pat Hollarn, Supervisor of Elections

RE Deadline for Ballot Issues

This is to advise you that the deadline for any issues or questions for your March 10, 1998 municipal election is 12:00 noon on Friday, January 23, 1998.

Issues or questions must be submitted in writing, having been officially approved by your governing body in the manner duly proscribed by your charter. As in the past, this office will prepare and submit the legal advertisements.

It would be advisable to submit ballot questions earlier than the above date if possible, as that is the absolute final deadline. Please call me if you have any questions.

RESOLUTION NO. 98-03**A RESOLUTION ENDORSING THE EXPANSION OF THE SHALIMAR
COURTHOUSE ANNEX**

WHEREAS, we are convinced that the Shalimar Courthouse Annex offers no security, insufficient space for all county functions, and insufficient parking; and

WHEREAS, we believe the presentation made to us by the Shalimar Annex Committee is reasonable, will result in an attractive and beneficial contribution to the community and to the County; and

WHEREAS, it is the responsibility of this commission to endorse and support those community projects which appear in the best interest of Shalimar, particularly where such matters benefit the entire County; and

WHEREAS, There is no location for a Courthouse in South Okaloosa County more convenient to the place where the greatest number of citizens live and work than Shalimar; and

WHEREAS, it is the responsibility of all elected officials of this County, including the Board of County Commissioners and the School Board, to act in the best interest of the County as a whole; and

WHEREAS, sufficient preliminary evidence that it would be structurally feasible to construct an office building in the midst of the existing office buildings at the Shalimar Courthouse Annex; and

WHEREAS, the existing courtrooms and Judges chambers are structurally sound and should not be abandoned without compelling reason to do so; and

WHEREAS, the proposal submitted by the Annex Committee appears to provide a means to rebuild an old school facility while at the same time providing the catalyst for a badly needed cross-walk across Eglin Parkway in Shalimar; and

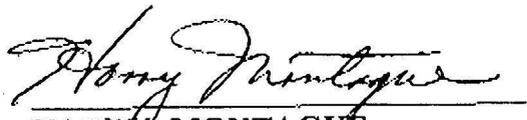
WHEREAS, the citizens of Okaloosa County can best be served and protected by the cooperation of their elected public bodies acting in the best interest of all citizens; and

WHEREAS, the proposal submitted by the Shalimar Courthouse Annex Committee appears to be a viable alternative, the details of which should be considered on a fair and equal basis with all alternatives; and

Original document is skewed

WHEREAS, The Shalimar Annex Committee proposal serves well the considerations of convenience, accessibility, economy of construction and use, co-location of County functions, and cost of operation,

This resolution made this 4th day of December, 1997.



HARRY MONTAGUE,
Mayor of Town Shalimar

ATTEST:



JEAN WILKINSON
Town Clerk

RECEIVED
12/19/97

AB3



Thank you for
your many years of
support in the past

Town Council

Project Cheer

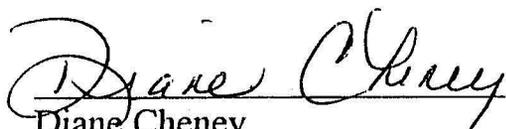
Dear Friends,

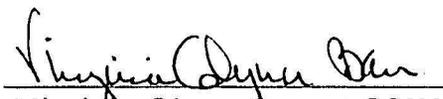
THE TIME TO HELP IS NOW. . . AND IT IS YOU WHO CAN MAKE A DIFFERENCE IN OUR COMMUNITY! . . . fearful in the midst of the familiar, surrounded by others yet alone, overwhelmed by chronic despair . . . These words describe over FOUR HUNDRED friends and neighbors, from eight years old to eighty years old, in our county who suffer from some form of mental illness requiring hospitalization or residential placement.

THE MENTAL HEALTH ASSOCIATION IS THERE WHEN YOU CAN NOT BE . . . EACH DAY OF THE YEAR, BUT ESPECIALLY AT CHRISTMAS. The Association provides the normal joys of Christmas giving and a steady shoulder to lean on for those who suffer the treatable but terrifying disease of mental illness.

WE NEED YOUR HELP NOW! Project Cheer must raise \$4,000 to buy new flannel shirts, nightgowns, underwear, and personal hygiene items to THOSE WITHOUT CHRISTMAS AT HOME. Many of you have graciously given gift items and funds in the past, YOUR DONATION LIGHTS THE CANDLE OF HOPE IN THE DARKNESS.

Thank you,


Diane Cheney
Chairman, Project Cheer


Virginia Glynn Barr, ACSW
Executive Director

Please send your tax deductible donation to:
M.H.A. of Okaloosa/Walton, P.O. Box 505, FWB, FL 32549



Project Cheer

PROJECT CHEER GIFT IDEAS (NEW AND UNWRAPPED PLEASE)

<u>MEN</u>		<u>WOMEN</u>		<u>TEENS</u>	
T-Shirts	Belts	Slips	Combs	Toys	Coats
Pajamas	Wallets	Underwear	Brushes	Games	Pants
Slippers	Slacks	Dresses	Blouses	Shirts	
Sweaters	Bath robes	Slacks	Make-up	Sweat Shirts	
Jackets	Coats	Panty Hose	Coats	Slippers	
Hankerchiefs		Bath robes		Underwear	

WARD & GROUP HOME GIFTS

(Call MHA at 244-1040 for questions or pickup)

Photo albums
Sheet sets (twin)
Weight training equipment
Television sets (Large Screen)
Radios & Tape Players
Suitcases (old & new)
Arts and crafts materials

DITTY BAGS

Sox
Combs
Brushes
Jewelry
Underwear
Cards
Notepaper
Shampoo

GIFT BOX LOCATIONS

DEADLINE IS DEC. 15, 1997

**Chesser, Wingard, Barr,
Whitney, Flowers & Fleet**
1201 Eglin Pkwy
Shalimar, FL
(across from Court House)

Keith & Company
Hair Design
237 NE Troy
Cinco Bayou, FL
(behind Barnett Bank)

Training Effects
809 Hwy 98 E.
Shores Shopping Ctr.
Destin, FL
(behind Am South Bank)

Dynetics, Inc.
100 Forsman Drive
Fort Walton Beach, FL

Bridgeway Center
728 N. Ferdon Blvd.
Crestview, FL

We ask that you not wrap gifts,
so that we may appropriately match gifts to recipients.



RECEIVED
12/5/97
MSB

FLORIDA LEAGUE OF CITIES, INC.

Memorandum

TO: Key Official

FROM: Kelvin J. Robinson, Legislative Director *KJR*

RE: Transmittal of Constitution Revision Resolution

DATE: December 2, 1997

At the League's Annual Legislative Conference, held on November 20-21, 1997 at the Hyatt Regency, Orlando International Airport, a select Resolution Committee met to review and recommend issues for consideration by the Constitution Revision Commission. A copy of the resolution that was adopted by this committee and the League's membership is enclosed.

During the League's Business Meeting at the conference, a motion was adopted by the membership to request that all municipalities adopt their own resolution in support of the League's Constitution Revision Resolution. To facilitate this effort, enclosed is a "sample" resolution that your municipality can use, as well as a Constitution Revision Commission mailing list for distributing your municipality's resolution. As always, you should have your city attorney review the sample for form pursuant to your municipal charter procedures.

Thank you for your continued support of the League. Should you have any questions, please contact Darcy Foster at the League office.

KJR/DAF

Enclosures

RESOLUTION

The 1998 Constitution Revision Resolution

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC. (FLC), ESTABLISHING POLICY POSITIONS CONCERNING THE REVISIONS TO THE FLORIDA CONSTITUTION FOR CONSIDERATION BY THE 1998 CONSTITUTION REVISION COMMISSION.

WHEREAS, the FLC, whose membership consists of Florida's municipalities, was created in 1922 to work for the general improvement of Florida's municipal governments; and

WHEREAS, the 1998 Constitution Revision Commission was established in June 1997, pursuant to Art. XI, § 2, Fla. Const., to review, consider and recommend to Florida's electors proposed revisions to Florida's Constitution; and

WHEREAS, the FLC believes that local self government is the keystone to American democracy and that constitutional municipal home rule authority should be protected and expanded; and

WHEREAS, municipalities are the only optional form of government, created primarily to service the needs and desires of a local community; and

WHEREAS, municipalities are the governments closest to the people and are governed by community leaders who have distinguished themselves as public servants; and

WHEREAS, the more than 2000 municipal elected officials, representing 400 cities that comprise the League of Cities, believe that there will be a variety of the proposals that could affect their home rule authority and ability to respond to the needs and conveniences of their citizenry.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC., THAT THE CONSTITUTION REVISION COMMISSION RESPECTFULLY CONSIDER THE FOLLOWING POSITIONS:

Constitutional Articles

Article I, Declaration of Rights

Section 1. That the FLC, opposes any change in Art. I, Fla. Const., or in any other provision of the Constitution that would unreasonably infringe upon the rights of all property owners in order to expand the rights of some property owners.

Section 2. That the FLC, supports an amendment to Art. I, § 6, Fla. Const., that would prohibit the legislature from enacting unfunded mandates relating to salary and benefits for municipal employees or prohibit legislative action if such benefit is a mandatory subject of local collective bargaining.

Section 3. That the FLC, opposes any change to Art. I, § 9, Fla. Const., or any other provision in the Constitution that would limit constitutionally sound forfeiture procedures.



Florida League of Cities

Resolution Continued

Section 4. That the FLC, endorses fairness in municipal hiring practices and will support an amendment to the constitution that recognizes that employment policies are a matter of local concern and dependent upon the unique circumstances of each municipality.

Article II, General Provisions

Section 5. That the FLC, supports an amendment to Art. II, § 7, Fla. Const., relating to environmental protection, that ensures the prudent expenditure of taxpayer dollars by requiring that state environmental regulations be supported by sound scientific data, satisfies a cost/benefit test and achieves a benefit derived from the environmental regulation that is rationally related to the costs to implement the regulation.

Section 6. That the FLC, supports an amendment to Art. II, Fla. Const., or any other provision of the Constitution that ensures fairness through procedural and substantive due process for municipal officials and that restructures the Commission on Ethics.

Article VII, Finance and Taxation

Section 7. That the FLC, supports amendments to close loopholes in the "mandates" provision of Art. VII, § 18, Fla. Const.

Section 8. That the FLC, supports an amendment to Art. VII, § 1(a), Fla. Const., to authorize municipalities to levy any tax the state and its political subdivisions can levy if the tax is approved by the electors of the municipality.

Section 9. That the FLC, supports an amendment to Art. VII, § 3(a), Fla. Const., that assures that municipal property shall not be subject to ad valorem taxation.

Section 10. That the FLC, supports an amendment to Art. VII, § 1(a), Fla. Const., to codify the courts' definition of "taxes," and assures municipalities retain the home rule authority to levy "fees."

Article VIII, Local Government

Section 11. That the FLC, supports an amendment to Article VII, § 18, Fla. Const., to sunset state mandates that have been imposed since 1990, the year on which Florida's electorate adopted this provision and it became effective.

Section 12. That the FLC, supports an amendment to Art. VIII, § 2(b), Fla. Const., to provide that a municipal ordinance prevails over a state law.

Section 13. That the FLC, supports an amendment to Art. VIII, § 2(c), Fla. Const., which allows a municipality to annex unincorporated property expeditiously.

Section 14. That the FLC, supports an amendment to Art. VIII, § 2, Fla. Const., that assures a municipality's right to manage its right-of-ways and to receive fair compensation for the use of its right-of-ways.

Section 15. That the FLC, supports an amendment to Art. VIII, § 2(b), Fla. Const., to assure municipalities are vested with the authority to control zoning and land use decisions.

Section 16. That the FLC, supports an amendment to Art. VIII, § 1(h), Fla. Const., that eliminates taxation of citizens of municipalities for services that are rendered by the county, and requires that in unincorporated areas, all municipal-type services shall be funded solely by Municipal Service Taxing Units or Municipal Service Benefit Units; while all other county-wide services shall be negotiated with the affected governing jurisdictions.

Section 17. That the FLC, supports an amendment to Article VIII, § 2, Fla. Const., that ensures the right of citizens of any municipality not to be subjected to involuntary municipal abolition or merger by general or special law.

Section 18. That the FLC, supports an amendment to Art. VIII, § 1(g), Fla. Const., to assure charter county ordinances do not apply within municipalities without the consent of the municipality.

Article X, Miscellaneous

Section 19. That the FLC, supports an amendment to Art. X, § 13, Fla. Const., to assure the sovereign immunity of municipalities is the same as the state and its agencies and political subdivisions, and opposes any provision that would expand the tort liability of municipalities.

Article XI, Amendments

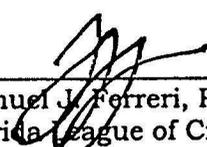
Section 20. That the FLC, supports an amendment to Art. XI, § 3, Fla. Const., to ensure the rights of municipal citizens by precluding any limitations on the powers of municipalities through legislative or citizen initiated proposals that amend the Constitution.

Other

Section 21. That the FLC, supports any proposed constitutional amendment that recognizes and affirms the principle of municipal Home Rule and oppose any proposal that restricts or limits the powers of municipalities to respond to the needs of their citizens. Including the authority of municipalities to raise revenues.

Section 22. That a copy of this resolution be sent to the 1998 Constitution Revision Commission members by the FLC.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the Hyatt Regency Hotel, Orlando International Airport, Orlando, Florida, this 21th Day of November, 1997.



Samuel J. Ferreri, President
Florida League of Cities, Inc.
Mayor, City of Greenacres

ATTEST:



Michael Sittig, Executive Director
Florida League of Cities, Inc.

December 4, 1997

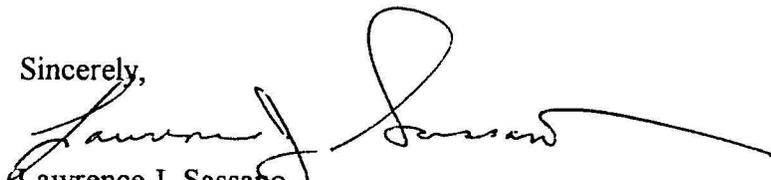
To: EDC Policy Board Members

I have decided, with the advice and consent of the Executive Committee, to restructure some of the staff's responsibilities and as a first step in this process, will be eliminating the Director of Operations and Development position. A new position will be created to address the marketing of existing and new businesses as well as our military bases.

I gave considerable thought to this staffing issue and after careful review, felt it would be in the best interest of the EDC to move forward with this change. All staff duties and responsibilities will be reviewed and adjusted to meet the current and future operating needs of the EDC.

As always, if you should have any questions about the restructuring process, please do not hesitate to contact me or any of the Executive Committee members.

Sincerely,


Lawrence J. Sassano
Executive Director

cc. Executive Committee