

TOWN OF CINCO BAYOU
SPECIAL COUNCIL MEETING
May 12, 1977

1. RESOLUTION:: To participate jointly with DOT in Paving Marking Demonstration Program. Estimated Cost: \$4,993.60.
2. MARSHAL : Appoint Mr. Robert Powell to be Town Marshal.
3. ADJOURNMENT:

COUNCIL AS COMMITTEE - MAY 12, 1977

1. J. T. CULLEY - Reference Previous request for ordinance change-Marina.
2. FRANCIS PARK-SEAWALL: (Johnston/Clerk).
3. BOAT RAMP -SEAWAY: (Clerk).
4. LEYENDA PARK - Parking for 4-6 Cars, Kidd Street side (Clerk).
5. KIDD BAYOU DREGGING: (Clerk).
6. MOORE-HANDLEY - Placement of Fence on Kelly Avenue side. (Overstreet).
7. OPENING & CLOSING OF LAGUNA & FRANCIS PARKS. (Clerk)-(Ltr, Salamander Security System).
8. YACHT CLUB DRIVE (BETWEEN EGLIN & BEAL PARKWAY) - (Clerk) - Parking Problem.
9. TOWN PICNIC - JULY 3, 1977. (Clerk)
10. CENTRAL HEAT & AIR - T/H.
11. LOWERING OF CEILING - T/H.
12. ADDITION IN REAR - T/H.
13. FEDERAL REV SHARING - 9TH Entitlement Period (10/1/77-9/30/78). (Clerk)
14. ANTIRECESSION FUND - 4TH Qtr-\$433. (Clerk)
15. YACHT CLUB DRIVE - Town Limits to Eglin Parkway.
16. COMPLAINT - Kelly Avenue Vacant Lot.
17. IIMC Conference - Kansas City, May 21-26.

TOWN OF CINCO BAYOU
SPECIAL COUNCIL MEETING
May 12, 1977

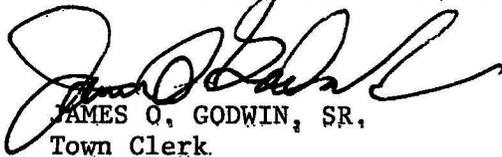
Town officials in attendance: Mayor Jim Kendrick, Council members Phil Johnston, Will Overstreet, Harold Peek and Max Usrey. Absent: Council member Irene Balsley.

Also present were: Mr. J. T. Culley, Abbie Tyner, Ruby Watson, Adelia Robblee, and Ophelia Creamer.

Therefore, a quorum being present, Mayor Kendrick called the meeting to order at 7:39 p.m.

1. RESOLUTION-This meeting was called to order for a specific purpose to approve to participate jointly with the Department of Transportation in Paving Marking Demonstration Program. Motion by Mr. Johnston to accept this resolution, seconded by Mr. Usrey. Motion carried unanimously.
2. ADJOURNMENT. Meeting adjourned at 7:43 p.m.

RESPECTFULLY SUBMITTED AS TRUE AND CORRECT TO BEST OF MY ACKNOWLEDGE,



JAMES O. GODWIN, SR.
Town Clerk

ATTACHMENTS TO RECORD SET TO MINUTES;

1. Resolution
2. Agreement (Pavement Marking-FDOT or its Contractor Performs Work)
3. Attached letters

TOWN OF CINCO BAYOU
P. O. DRAWER 1710 - CINCO BAYOU
FORT WALTON BEACH, FLORIDA 32548
904-244-2712

May 16, 1977

Department of Transportation
P. O. Box 607
Chipley, Florida 32548

Dear Mr. Wood:

Reference our conversation this morning, enclosed are five copies of the resolution and five copies of the agreement pertaining to the Paving Marking Demonstration Program.

As soon as you can get me the traffic counter, I will come up with a figure.

Sincerely,


JAMES O. GODWIN, SR.
Manager/Clerk

JOG/idr

R E S O L U T I O N

The City Commission of the City of Cinco Bayou,
Okaloosa County, Florida, meeting in Regular Session on the
12th day of MAY, 1977, adopted the following
resolution which is now in full force and effect:

WHEREAS, the City of Cinco Bayou has been offered the
opportunity to participate jointly with the Florida Department of Trans-
portation in a Pavement Marking Demonstration Program to provide greater
vehicle and pedestrian safety on previously unmarked roads serving
Cinco Bayou that meet the requirements set forth in Section 205
of Highway Safety Act of 1973.

WHEREAS, the City of Cinco Bayou has been invited to
be a cosigner of a Memorandum of Agreement to be established between
the Florida Department of Transportation and Cinco Bayou, that
will initiate the proposed program identified as the Pavement Marking
Demonstration Program, Section 205, Highway Safety Act of 1973.

WHEREAS, it is in the best interest of the City of Cinco Bayou
that the city participate in the Pavement Marking Demonstration
Program, at no cost to the City.

BE IT THEREFORE RESOLVED, that the City of Cinco Bayou
participate in the Pavement Marking Demonstration Program and make available
data, and assume expenses incurred in the collection of data needed to
implement the program.

Passed in open council this 12th day of May A.D.
1977.

City of CINCO BAYOU
By: Jim Hendricks
Title: Mayor
Attest: James B. Solwin Sr.
(SEAL)
Title: Town Clerk

AGREEMENT

(Pavement Marking - FDOT or its Contractor Performs Work)

THIS AGREEMENT, made and entered into this 12th day of May 1977, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department", and Cinco Bayou, Florida, hereinafter called the "Public Body";

W I T N E S S E T H :

WHEREAS, Department and Public Body desire to cooperate in a Pavement Marking Demonstration Program, with the Public Body to provide certain statistical data in connection therewith.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Department will undertake a Pavement Marking Demonstration Program, hereinafter referred to as Program, more particularly described in Exhibit "A", attached hereto and made a part hereof, at an estimated cost of \$ 4,993.60.

2. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Public Body to enter into this Agreement or to undertake the Program hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Public Body will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

3. The Public Body is not required to participate in the financing of the Program. Eligible costs for the Program do not include any expenses incurred in the performance of paragraph four.

4. The Public Body shall obtain traffic counts of all streets

within the Program limits prior to application of pavement markings and also annually for a two year period commencing on the date of the Department's approval of the pavement marking application. Traffic counts are to be obtained in a manner approved by the Department. The Public Body shall obtain hard copies of the accident reports for a period of 12 months prior to the application of any pavement marking and 24 months following the pavement marking application. The accident record periods may be any consecutive 12 month period; however, the before and after periods must be identical. The Public Body shall report to the Department by July 15th of each year; the number of accidents, the number of injuries, and the number of fatalities occurring during the accident record periods and the traffic count for that accident record period. By July 15th of each year, the Public Body shall also complete U. S. Department of Transportation Form 1451 as shown in Exhibit C.

5. The Public Body hereby agrees to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Public Body, its agents or employees, or due to any act or occurrence or omission or commission of the Public Body, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its negligence or breach of contract.

It is mutually agreed that the Department's Director of Road Operations shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of its services hereunder, and the character, quality, amount and value thereof and his decision upon all claims, questions and disputes

*shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the Public Body has caused this contract to be duly executed in its behalf, and thereafter the Department has caused the same to be duly executed, all as of the day and year first above written.

APPROVED:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Jay W. Brown, Director of Road
Operations

BY: Director of Administration

ATTEST: Executive Secretary (SEAL)

Public Body

Paul H. Lebbin

BY: Jan Kendrick

TITLE: Mayor

Paul H. Lebbin Jr.

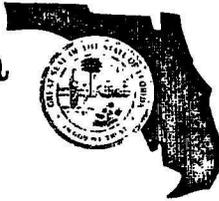
ATTEST: James O. Edwards (SEAL)

TITLE: Town Clerk

APPROVED AS TO FORM, LEGALITY AND
EXECUTION, FLORIDA DEPARTMENT OF
TRANSPORTATION

BY: Assistant Attorney

Florida



Department of Transportation

REUBIN O'D. ASKEW
GOVERNOR

TOM WEBB, JR.
SECRETARY

P. O. Box 607
Chipley, Florida 32428
April 29, 1977
638-0250

Mr. James O. Godwin
City Clerk
Drawer 1710
Fort Walton Beach, Fla. 32548

RE: Pavement Marking Demonstration Program

Dear Sir:

In August of 1976 our office informed you of available one hundred percent federally funded monies for striping streets within your city. At that time you sent us a list of projects you wanted included in this program. Since that time personnel from our office have reviewed these projects to confirm that they qualify and have received approval from the Federal Highway Administration to continue with plans and necessary paperwork to implement this program.

Enclosed is a list of streets which have been approved for markings, noting the type markings to be applied.

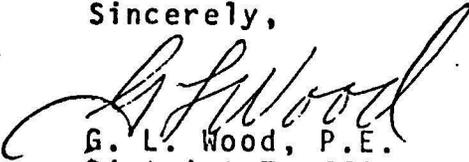
As stated in the attached agreement, the local government will be responsible for keeping traffic and accident data on these streets for a period of two (2) years after markings are applied. The purpose of the data collection is to provide information with which the effectiveness of the pavement markings can be evaluated. During this two (2) year period federal funds are available for maintenance of the markings. However, if markings are destroyed by means other than natural causes, it will be necessary for the local government to restore the pavement markings at its own expense. In summary, if the local government resurfaces a street within this two (2) year period, pavement markings should be replaced at the expense of the local government.

Attached are six (6) copies of an agreement between the Florida Department of Transportation and your local government concerning the Pavement Marking Demonstration Program. Please execute all six (6) copies retaining one (1) copy for your files, and returning five (5) copies to this office. These executed agreements, along with traffic counts and accident records if available, must be returned to this office prior to application of pavement markings. Each agreement must be accompanied by an executed resolution which is also attached.

Again, may I stress that no marking will be done until we receive the agreements, fully executed with seal and resolution authorizing the signer to represent the city.

If our office can be of further service, please advise.

Sincerely,

A handwritten signature in cursive script, appearing to read "G. L. Wood".

G. L. Wood, P.E.
District Traffic
Operations Engineer

GLW/mj

Attachments

1. J. T. CULLEY-REFERENCE PREVIOUS REQUEST FOR ORDINANCE CHANGE-MARINA, Mr, Culley stated he was at this council as committee meeting to find out what complaints are for this project (marina). After lengthy discussion, Mr. Culley directed by Mayor to talk with the voters in Cinco Bayou about this marina. Mr. Culley also indicated that he will return to submit for the approval of the Yacht Club.
2. FRANCIS PARK-SEAWALL. Clerk informed Council that Mr. Miller Burt had the sketches of the seawall, but not finalized. Will be presented at the Regular Council Meeting,
3. BOAT RAMP-SEAWAY. Clerk informed Council that Miller Burt has drawings of boat ramp. Also, he and Miller Burt will get together Monday, May 16, 1977 to fill out paper work that he received from County.
4. LEYENDA PARK. Clerk informed Council that he went to County and they could not do this job. He also went to the City and they gave him a municipality estimate, cost \$550 approximately; Mixon Enterprises, Inc., offered to put asphalt in (clay base) for \$550 and Okaloosa Asphalt did not want to discuss the project.
5. KIDD BAYOU DREGGING. Miller Burt has drawings of Kidd Bayou Dregging will present to Council at the regular council meeting.
6. MOORE-HANDLEY-PLACEMENT OF FENCE ON KELLY AVENUE SIDE. Mr. Overstreet informed Council that Moore-Handley would like to place a screen fence. Clerk stated that he try to get Moore-Handley to clean property in back of them, but received no responds, Property owned by Union-Bag and Clerk also received the owner's name of property.
7. OPENING & CLOSING OF LAGUNA & FRANCIS PARKS. Clerk received letter from Salamander Security Systems stating that they will lock the gates at 8 p.m. every evening and open at 6 a.m. each morning at Laguna & Francis Parks; patrol the parks twice each night seven nights a week and the Town at a rate of \$100 a month on a one-year contract. Clerk will contact Attorney to take care of legal work and also check insurance carrier.
8. YACHT CLUB DRIVE(BETWEEN EGLIN & BEAL PARKWAY-PARKING PROBLEM. Clerk informed Council that he is attempting to get a legal opinion from County Attorney. Trying to get a copy of letter that came down informing the County to ignore the parking on Sunday's on Yacht Club Drive.

9. TOWN PICNIC-JULY 3, 1977. Clerk informed Council that a group of ladies will meet Monday in Laguna Park and will come up with subjection to the Council for their approval to whether or not they will be responsible for the picnic at the next regular council meeting.
10. CENTRAL HEAT & AIR. Clerk received one estimate from Air Condition Engineers in regards to heating and cooling, cost approximately \$1332.00.
11. LOWERING OF CEILING. Clerk also received a proposal from Fort Walton Acoustical to lowered the celing about 2 foot and placing acoustical tile, which would hide the air conditioning above, approximately cost \$469.
12. ADDITION IN REAR. This is to house the heating and cooling unit as well as providing some protection from back door to keep door from deteoriate. Clerk indicated that we could use the Federal Rev Sharing, Entitlement Period 8 to have this done, which was placed into the budget. Mayor subjected that this should be a package remodeling deal. Mayor Kendrick indicated that he and Clerk will sit down together and work on this project and bring up at regular council meeting.
13. FEDERAL REV SHARING-9th ENTITLEMENT PERIOD (10/1/77-9/30/77). Clerk informed Council that the Town did received the paper work on it and the money that the Town will receive will be a thousand dollar than this previous year. Town will get a total \$7436 for four quarters.
14. ANTIRECESSION FUND-4TH QUARTER-\$433. Clerk received notice saying the Town will received \$433 on our 4th Quarter.
15. YACHT CLUB DRIVE-TOWN LIMITS TO EGLIN PARKWAY. Clerk recommend that the Town fill out application from the Department of Natural Resources requesting that a side walk(or money to be given to the Town in a grant form) from the Town's limit to Eglin Parkway, so that the people would have excess to and from the park (Laguna) walking or riding the bikes,
16. KELLY AVENUE VACANT LOT. Clerk informed Council that the lot on Kelly Avenue next door to Abbie Tyner's house needs to be cleaned. Mayor Kendrick indicated to Clerk that he's the Town Manager and it is his job and to do whatever needs to be done.

(over)

17. IIMC CONFERENCE-KANSAS CITY, MAY 21-26 1977. Clerk informed Council that he will be attending the IIMC Conference in Kansas City, Missouri on May 21-26. He also informed them that he has made reservation to attend this meeting. The total cost \$540.00. He indicated to Council if the Town wishes not to pay the cost for this conference, he would pay his cost.

25 Kelly Ave. (Cinco)
St. Walton Bch. Fla. 32548
May 11, 1977

Mr. Godwin:

Is there something that can be done about
the vacant lot at 23 Kelly Ave. (Cinco).

With all of this dry weather it is a regular
fire hazard, especially with people walking
through there. If someone dropped a
cigarette, our home as well as the whole
neighborhood would be in flames before the
fire department could get here.

It needs to be cleared off.

Albin Jyner.