

TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING
DECEMBER 20, 1979

1. REPLACEMENT OF COUNCIL PERSON VACANCY-CANDIDATES FRANK LANE AND W. H. DAVIS.
2. MINUTES - REGULAR COUNCIL MEETING - NOVEMBER 5, 1979.
3. MINUTES - REGULAR COUNCIL MEETING - NOVEMBER 15, 1979.
4. MINUTES - SPECIAL COUNCIL MEETING - NOVEMBER 27, 1979.
5. FINANCIAL STATEMENT - NOVEMBER 1979.
6. APPROVAL FOR INSURANCE ADJUSTMENT INCREASED FOR TOWN HALL. (Mayor)
7. CONSIDERATION FOR PAYMENT OF BILLS:
 - A. International Institute of Municipal Clerks, \$25.00.
 - B. Florida Association of City Clerks, Annual dues, \$10.00.
 - C. Boyett's Toilet, due \$250.00.
 - D. Bonus Christmas Gifts for Town Hall Employees.
8. DEPARTMENT OF TRANSPORTATION-BIKE TRAIL MEETING REPORT. (Johnston)
9. APPOINT COMMITTEE TO REVIEW CLERK'S MANAGEMENT ORDINANCE BEFORE FEBRUARY MEETING.

TOWN OF CINCO BAYOU
REGULAR COUNCIL MEETING
DECEMBER 20, 1979

Town officials in attendance: Mayor Irene Balsley, Council members Phil Johnston, Ralph Perry and Max Usrey; Attorney Rick Powell and Recorder Dee Rouse. Absent: Council member Harold Peek.

Also present were: Steve Chew-PGDN, Winfield Davis and Adelia Robblee.

Therefore, a quorum being present, Mayor Balsley opened the meeting at 7:01 p.m., with a silent prayer.

1. REPLACEMENT OF COUNCIL PERSON VACANCY-CANDIDATES: FRANK LANE & W. H. DAVIS.

Mayor Balsley informed Council that she had received a letter from Mr. Davis and a card from Mr. Lane stating their desire to fill the Councilman seat. Motion by Mr. Usrey to accept Mr. Winfield Davis to fill the vacant seat for Councilman, seconded by Mr. Johnston. Motion carried unanimously. Attorney Powell asked Mr. Davis to repeat the oath of office. (NOTE: Mr. Winfield Davis will serve as Councilman until October 1981).

2. MINUTES-REGULAR COUNCIL MEETING-NOVEMBER 5, 1979. Motion by Mr. Johnston to accept as printed, seconded by Mr. Usrey. Motion carried unanimously.

3. MINUTES-REGULAR COUNCIL MEETING-NOVEMBER 15, 1979. Motion by Mr. Johnston to accept as printed, seconded by Mr. Usrey. Motion carried unanimously.

4. MINUTES-SPECIAL COUNCIL MEETING-NOVEMBER 27, 1979. Motion by Mr. Johnston to accept as printed, seconded by Mr. Usrey. Motion carried unanimously.

5. FINANCIAL STATEMENT-NOVEMBER 1979. Motion by Mr. Johnston to accept as presented, seconded by Mr. Perry. Motion carried unanimously.

6. APPROVAL FOR INSURANCE ADJUSTMENT INCREASED FOR TOWN HALL. Mayor Balsley informed Council of the increase insurance coverage fee for the Town Hall. She stated that the coverage would cost the Town \$161.00 per year which is \$35,000 coverage. The coverage for the Town Hall now cost \$100.00 for \$22,000. After a brief discussion among Council, Mr. Johnston suggested that Mrs. Balsley get with Mr. Pelham of Lindsey and Pelham Insurance Agency and have a complete insurance fee for coverage on the Town Hall and report at the next Council meeting.

7. CONSIDERATION FOR PAYMENT OF BILLS:

A. INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS, \$25.00. Motion by Mr. Usrey to cancel the Town's membership with this association, seconded by Mr. Johnston. Motion carried unanimously.

B. FLORIDA ASSOCIATION OF CITY CLERKS, ANNUAL DUES, \$10.00. Motion by Mr. Usrey to pay the annual dues of \$10.00 to Florida Association of City Clerks when the new Town Clerk is hired, seconded by Mr. Johnston. Motion carried unanimously.

C. BOYETT'S TOILET, DUE \$250.00. Motion by Mr. Johnston to pay Boyett's Toilet \$250.00 for the destroyed toilet that was burned in Laguna Park and to terminate the contract with Boyett's on the old toilet and draw up another contract with Boyett's, being Boyett's be responsible for any damages; seconded by Mr. Usrey. Motion carried unanimously.

7. CONSIDERATION FOR PAYMENT OF BILLS: (Continued)

D. BONUS CHRISTMAS GIFTS FOR TOWN HALL EMPLOYEES. Motion by Mr. Johnston to give the Town's Secretary a total of \$40.00 and the Town's Maintenance Man a total of \$15.00 as a Christmas bonus, seconded by Mr. Perry. Motion carried unanimously.

8. DEPARTMENT OF TRANSPORTATION-BIKE TRAIL MEETING REPORT. Councilman Johnston gave a brief report on the Bike Trail meeting which he and Mayor Balsley attended on Monday, December 17, 1979.

9. APPOINT COMMITTEE TO REVIEW CLERK'S MANAGEMENT ORDINANCE BEFORE FEBRUARY MEETING.

Mayor Balsley appointed Mr. Johnston as Chairman, Mr. Perry and Mr. Davis as a Committee to review the clerk's management ordinance and asked that this report be made during the February Council as Committee meeting.

10. DEPARTMENT OF TRANSPORTATION PROJECT AGREEMENT. Mr. Perry moved that the Town should not participate in the project agreement for installation of a controller at the intersection of Yacht Club Drive and Eglin Parkway, seconded by Mr. Usrey. Motion carried unanimously.

11. FISCAL YEAR BUDGET 78/79. Attorney Powell informed Council that Jimmy Messick contacted him in reference to the Fiscal Year Budget 78/79, asking for an interpretation on Florida Statute #166.241 dealing with municipalities and budget requirements that he did not received. After a brief discussion, Mr. Johnston moved that the Attorney write the Attorney General asking for an interpretation on this particular statute, seconded by Mr. Usrey. Motion carried unanimously.

12. FLORIDA LEAGUE OF CITIES DINNER. Mayor Balsley informed Council of the Florida League of Cities Dinner which will be held on January 24, 1980. Hosting this dinner will be the Town of Cinco Bayou starting with cocktail at 6:30 p.m., and buffet dinner at 7:30 p.m., at the Sheraton Miramar Inn. Guest Speaker will be Mrs. Joan Heggan.

13. ADJOURNMENT. Meeting adjourned at 8:01 p.m.

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

Irene E. Balsley

IRENE E. BALSLEY
Acting Town Clerk

ATTACHMENTS TO RECORD SET OF MINUTES:

1. Copy of Ltr-Mr. Winfield Davis.
2. Financial Statement-November.
3. DOT-Project Agreement.
4. Newspaper Clippings-PGDN.

29 Yacht Club Dr., Lot #29
Fort walton Beach, Fl 32548

Mayor and Councilmen
Office of the Mayor
Town of Cinco Bayou
Kelly Avenue, NE
Fort walton Beach, Fl 32548

Gentlemen:

I wish to offer myself as a candidate to fulfill the vacancy now existing on the Council of Cinco Bayou.

I have been a voting resident of Okaloosa County the past eleven years, and a resident of Cinco Bayou for the past three and one half years.

I feel I could contribute to the good of the town, and am not seeking any personal gain.

Very truly yours,

W. H. Davis

w. H. Davis

Waller Bros.

OF FORT WALTON BEACH

232 HUGHES AVENUE, N.E.

P. O. BOX 1531 PHONE 904/244-6171

FT. WALTON BEACH, FLA. 32548

VOTE

FRANKLIN J LANE

COUNCILMAN

(*cinco bayou*)

Pd. Political Advertisement

Everything For The Office Except People.

TOWN OF CINCO BAYOU - JOURNAL OF CHECKS WRITTEN - DEPOSITS MADE

NOVEMBER 1979

Original document has information covered from previous photocopy

Check Number	To Whom	Purpose	Date	Amount Of Check	Bank Bal Fwd And Deposits	ACCOUNTING CODES
		Bank Bal		--	9723.42	9,333+400, Stop Payment on CK #3341, 2/5/79
36 63	City of FWB	Repair Pot Holes on Kelly & Hughes; Repair Traf Light at Eglin & YCD	6	115.29		54126
64	Estergren, FA&P	Ret - Oct	6	100.00		51431
65	Polyengineering	Ret - Nov	6	100.00		51931
66	AMSEC	Svs - Nov	6	400.00		52100
67	Oka W&S Sys	Sewer Trmt-Oct	6	1504.50		53534
68	Stone's Gulf	Gas-Truck & Mower	6	39.05		51952
69	Scotty's	Flood Lights (4)	6	9.96		51946
70	Humane Society	Svs - Oct	6	8.00		52934
71	Madaris	Supplies - Oct	6	57.19		51951
72	Gatlin L&S Co	Supplies - Oct	6	36.67		51946
73	Southern Bdg	Code Book	6	4.00		51954
74	K. Espy	2Wks-10/23-11/5	6	250.00		51321
75	D. Rouse	2Wks-10/23-11/5	6	190.20		51321
76	W. Taylor	2Wks-10/23-11/5	6	117.00		51321
		See Dep 79/80-06	9	--	1117.63	
77	Atlas Ext	Svs - Nov	12	7.00		51946
78	Flower&Spice	Repaired Wreath	12	2.00		51949
79	I. Balsley	Reimbursed for Turkey for Picnic	12	21.09		57400
80	Sprinkler&Irig	PartsforSprinklers	12	6.75		57252
81	A. Robblee	Baked Cake	12	15.00		57400
82	City of FWB	Water-Laguna Park	20	28.15		53543 (06.53)
		-Seaway				53543 (6.53)
		-Francis Park				57243 (6.53)
		-Town Hall				51943 (8.56)
83	CENTEL	Town Hall	20	30.49		51941
84	Lewis Jackson	One load fill & Use of Bulldozer	20	96.00		57246
85	Association of Retard Citizens	8 Bumpers for Francis Park	20	60.00		57246
86	K. Espy	2Wks-11/6-11/19	20	250.00		51312
87	D. Rouse	2Wks-11/6-11/19	20	190.20		51312
88	W. Taylor	2Wks-11/6-11/19	20	142.70		51312
89	CENTEL	25th Pmt-U/F Tax	20	300.00		20310
90	Phil Johnston	Travel Voucher to Kissimee	20	309.00		51940

NOVEMBER 1979

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Check Number	To Whom	Purpose	Date	Amount Of Check	Bank Bal Fwd And Deposits	ACCOUNTING CODES
36 91	Lindsey&Pelham	Insurance For Contractor Equip	21	45.00		51945
		See Dep 79/80-07	21	--	2908.12	
92	Gulf Power Co	Street Lighting	21	257.48		54143
93	J. Vivarattas	Dues-PGDN-Nov	26	4.00		51954
94	Copy Product	Premix & BottleInk	26	40.00		51951
95	Panhandle LOC	Breakfasts at FLOC Annual Convention	26	10.86		51954
96	Estergren, FA&P	Consultation with Espy & Balsley on 11/19/79, Sanitation Service & K-Mart Dispute	26	15.00		51431
97	Gulf Power Co	Pump-Leyenda Park Traffic Lights	26	73.74		57243 (# 18.67) 54143 (25.70)
		Pump-Laguna Park L/Sta-Laguna Park				57243 (13.26) 53543 (16.11)
98	VOIDED	--	--	--		
99	Gulf Power Co	Town Hall	27	60.11		51943
37 00	I. Balsley	Reimbursed for gas, labor & gas tank lock for Truck	27	30.21		51952
01	FWB Postmaster	Roll of Stamps	27	15.00		51942
02	Brian Lambert	Dues-PNJ-Nov	27	4.35		51954
03	Gulf Power Co	L/Sta-Kelly	28	7.13		53543
04	Town of Cinco	Petty Cash	30	24.72		10200
05	I. Balsley	Reimbursed for Cleaning draperies	30	6.60		51949
		See Dep 79/80-08	30	--	1834.00	
Total Cks Wr				4984.44	5859.75	(Income for November)
Bal Fwd 1 Nov 79					9723.42	
Total Fund Available					15583.17	
Cks Wr					-4984.44	
Cash O/H In Bank				30	10598.73	
Petty Cash Fund				30	25.00	
Cash In Bank & P/C				30	10623.73	
CD's				30	13000.00	
Sav's #200-004-0				30	1905.55	
Sav's #200-067-9				30	5963.14	
Total Funds Available				30	148492.42	

Town Clerk - Irene E. Balsley

City of Fort Walton Beach

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P. O. Box 1449 • Fort Walton Beach, Florida 32548

Telephone (904) 243-3141--

November 15, 1979

Mr. Kenneth Espy
Town of Cinco Bayou
35 Kelly Avenue
Fort Walton Beach, FL 32548

Dear Mr. Espy:

Attached are four (4) copies of a joint project agreement with regards to providing permissive greens on SR 85.

If you would like a presentation to your council, please co-ordinate this with Mr. Grady Woods, Department of Transportation, Chipley, Florida.

Sincerely,


Rex B. Griffin Jr., P.E.
Public Works Director

/sa

Attachments

Griffin



HOME OF THE

Sonic Boom

Florida

BOB GRAHAM
GOVERNOR

Department of Transportation

WILLIAM N. ROSE
SECRETARYChipley, Florida 32428
November 9, 1979

Mr. Ronald E. Gibson, Sr.
Mayor, Town of Cinco Bayou
P. O. Drawer 1710
Fort Walton Beach, Florida 32548

RE: SR 85 at Intersection with Yacht Club Drive

Dear Sir:

A new controller is needed at the intersection of SR 85 and Yacht Club Drive in order to provide permissive greens on SR 85. The City of Cinco Bayou is asked to participate in the amount of forty (40) percent of the total cost in this project which is approximately \$2,000.00.

Attached are four (4) copies of a Joint Project Agreement concerning this project. Please have the city portion of the agreement executed with the city seal and signature in ink on each copy. Return all copies to me along with the city check in the amount of \$2,000.00 so we may proceed with this project.

Sincerely,

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

GLW/mj

Attachments

*Letter to /
12/21/79
Refer to minutes
12/20/79
Voted to Reject part 7*

COUNTY SECTION NO.	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
99003	3520	85		Okaloosa	Cinco Bayou

JOINT PROJECT AGREEMENT
TRAFFIC OPERATIONS PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 19 ____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an Agency of the State of Florida, hereinafter called the "Department" and the CITY OF CINCO BAYOU hereinafter called the "Public Body;"

W I T N E S S E T H:

WHEREAS, the undertaking of a traffic operations project, hereinafter referred to as the "Project," is necessary for the safe and efficient highway transportation at the location or locations as described in Exhibit "A," attached hereto; and

WHEREAS, the Public Body by resolution attached hereto and made a part hereof, has determined that it is in the public interest for the Public Body to participate in the cost of said Project to the extent specified in the Department's projects.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties and each of them, mutually agree and covenant as follows:

1. The Department shall be responsible for the preparation of plans and specifications, securing necessary equipment and materials, construction of the project including installation of equipment, supervision of construction and installation, and inspection of the completed project at those locations shown in Exhibit "A" attached hereto and made a part hereof. The Department may at its own discretion either purchase the equipment and materials

and install the same with its own forces, contract with a responsible contractor or contractors to provide all the materials and labor for the completed project, or if so specified in Exhibit "A" of this agreement, the Department will purchase all the equipment and materials listed in said exhibit and the Public Body will at its own expense, install said equipment and materials to the satisfaction of the Department.

2. The type and make of equipment or materials purchased or installed will be at the Department's discretion but the Department will provide equipment and materials that are compatible with any other equipment with which said equipment must operate as a system and will insofar as practical, honor requests by the Public Body relative to specific types or makes of equipment or materials.

3. The Public Body shall pay to the Department that lump sum of \$2,000.00 toward the total costs incurred by the Department on the Project as specified in Exhibit "A". The Public Body will deposit with the Department its lump sum participation of any phase of the Project as listed in Exhibit "A" prior to the commencement of any work or the allocation of any funds for the particular phase of work.

4. The Department will schedule the Project for completion at the earliest practical date.

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 of 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 own negligence or breach of contract.

6. It is mutually agreed that the Department's Director of Road Operations shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under, or by reason of this agreement, the prosecution and fulfillment of the service 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.

WITNESSES:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Secretary of Transportation
ATTEST: _____ (SE)
EXECUTIVE SECRETARY

PUBLIC BODY
BY: _____
ATTEST: _____ (SE)

JOINT PROJECT AGREEMENT
TRAFFIC OPERATIONS PROJECT

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This Exhibit "A" forms an integral part of that certain traffic operations project agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CINCO BAYOU dated _____, 197

PROJECT:

STATE JOB NO.	SR. NO.	TRAFFIC OPERATIONS NO.	LOCATION:
99003-3520	85		At Intersection with Yacht Club Drive MP 1.678

The Public Body () (will not) install equipment and materials at its own expense. If installation is performed by the Public Body, the Department will provide under the terms of this agreement the following equipment and materials:

- _____
- _____
- _____
- _____

COST PARTICIPATION BY THE PUBLIC BODY:

The Public Body will, in accordance with Para. 3 of this agreement, pay the following percentages of the total costs incurred by the Department on each of the following phases of work of the project:

Phase of Work	Estimated Cost to be incurred by Department	cost to Public
Preliminary Engineering	_____	_____
R/W Acquisition	_____	_____
Mat'ls. (Omit this item if it is included in Construction)	_____	_____
Construction	\$5,000.00	\$2,000.00
Supervision	_____	_____

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF THE JOINT PROJECT AGREEMENT, TRAFFIC OPERATION PROJECT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CINCO BAYOU

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On motion of _____, seconded by _____, the following resolution was adopted:

WHEREAS, City of Cinco Bayou (Public Body), deems it in the public interest to enter into the attached agreement with the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION relative to participating in a traffic operations project with the State of Florida Department of Transportation described in Exhibit "A" to said agreement,

NOW, THEREFORE, BE IT RESOLVED BY City of Cinco Bayou (Public Body):

1. That City of Cinco Bayou (Public Body) concurs in the provisions of that certain agreement attached hereto pertaining to the City of Cinco Bayou (Public Body) participation with the Department of Transportation in a traffic operations project described in Exhibit "A" to that agreement.

2. That City of Cinco Bayou (Public Body) authorizes the said agreement to be executed by a legally designated officer of this Public Body.

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by _____ at a meeting held on the _____ day of _____, A.D., 19____, and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this _____ day of _____, 19____.

(SEAL)

Cinco Bayou Council Gets New Member

By STEVE CHEW
Daily News Staff Writer

Cinco Bayou town officials appointed a new member to the council Thursday but the town clerk position remains vacant.

Winfield H. Davis, of 29 Yacht Club Drive, Lot 27, was named to fill the council seat vacated by Irene Balsley.

Balsley left the post when she was named mayor on Nov. 15.

Davis, a retired salesman, has been a town resident for 12 years. He said after the meeting that he sought the post because he felt he could contribute to the town, then added that he "wants to see Cinco Bayou stay Cinco Bayou."

No action was taken at Thursday's meeting, however, to fill the vacant city manager-clerk position vacated Nov. 20.

The post had been held by Kenneth Espy, who resigned after he said he had received "conflicting instructions."

In other action, the council rejected a proposal from the state Department of Transportation to help finance the cost of a new controller for a traffic light at Eglin Parkway and Yacht Club

Drive.

The decision came after Balsley told the council that the town had only \$5,000 allocated for road and traffic signal maintenance for the year.

DOT representatives made the request at last week's committee meeting, asking Cinco Bayou to pay \$2,000 for the \$5,000 controller. The spokesman said the remaining funds would come from the DOT.

The council also approved a request by the town's attorney, Rick Powell, to ask the state attorney general for an interpretation of a state statute that regulates municipal budgets.

Powell said that the town's auditor indicated Cinco's use of surplus funds from previous years' budgets to offset overspending of recent budgets may not be legal under state law.

Powell said he was unsure if the surplus from previous budgets could be included under the statute's wording of "other revenue sources."

Cinco Bayou Townhome Project To Begin

Ground will be broken today for a 50-unit, \$1.8 million townhome project in Cinco Bayou, the first development of its kind for the town.

Cinco Bayou Mayor Irene Balsley, other dignitaries and guests will participate in the 4:30 p.m. groundbreaking ceremonies for Glenwood, a residential housing development to be located on some 3.8 acres of land facing Opp Boulevard.

The site was selected by Quatre Inc., the project's developer-builder, and was designed by the Fort Walton Beach architectural firm of Ricks, Kendrick, Stokes and David.

Project developers say they do not plan to construct any extensive on-site amenities, stressing instead the development's "close-in-town" convenience to meet the growing consumer demand for more gasoline-efficient home sites.

The initial phase of development, to be completed early this year, includes construction of 14 units facing tree-lined Opp Boulevard, a section bordered on the north by the Fort Walton Yacht Club area and on the south by the Fort Walton Square shopping center.

The project will be located within a 1-mile radius of major shopping outlets, a public park, swimming, tennis, Cinco Bayou boat ramps, churches, clinics and an elementary school.

"We have so many recreational complexes and natural features in the area that we aren't that concerned about amenities in the project," according to the developers. "Folks are tired of paying for building, maintenance, pools, etc. that they

don't use, or use only three months out of the year. As inflation hits harder, we all have to compromise somewhere. The compromise is going to be the cutting out of the razzmatazz."

The approximate \$44,500 "no frills" package being offered by Glenwood developers includes a 1,200-square-foot-plus townhome with ground floor features that include: a foyer reached through entry courtyard; a great room concept overlooking a fenced and paved rear patio; U-shaped kitchen with all built-in appliances; and a direct connection to the garage and laundry room.

The second floor will contain two bedrooms with compartmented bath, a twin lavatory dressing area, and large, convenient closets and storage.

Early purchasers will also have the option of a fireplace, built-in vacuum system, additional phone and TV outlets, special light fixtures, an electronic garage-door operator and tinted glass.

A unique feature will also allow early purchasers the added choice of a third bedroom and full bath at ground level.

Gulf Power Co. has named the townhomes to receive a Good-Cents award, according to the developers, because they will meet standards for energy efficiency, design and construction techniques.

First Federal Savings and Loan has arranged construction and conventional permanent financing. Colonial Mortgages Inc. will handle all VA arrangements. Realtors in charge of marketing are Harbeson Agency and B&B Realty.