

TOWN OF CINCO BAYOU  
TOWN COUNCIL MEETING  
NOVEMBER 5, 1991

Mayor Laginess called the Town Council Meeting to order at 6:04pm. (This meeting immediately followed the Workshop Meeting with the Supervisor of Elections)

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Laginess  
Councilwoman Balsley  
Councilman Broxson  
Councilman Gage  
Councilman Kendrick  
Councilman Skelly

Also Present: Attorney McInnis                      Manager Borchik  
Engineer King    Secretary Kelley  
Lee Forst

REGULAR BUSINESS

1. Minutes - October 1, 1991. Councilman Skelly made a motion to approve the minutes of October 1, 1991 as presented, seconded by Councilman Broxson. The motion was unanimously approved.

2. Financial Report - October, 1991. Councilman Skelly made a motion to approve the Financial report for October, 1991 as presented, seconded by Councilwoman Balsley. The motion was unanimously approved.

3. Environmental Waste Systems - Mr. Schnitzius briefed the Council on the current program for the separate pick-up of yard waste in the Town and the difficulty of identifying customers who are paying for pick-up under the tag and bag system. Several options were discussed along with proposed charges and billing procedures. Following the discussion, Mayor Laginess asked Mr. Schnitzius to work with the Town Manager on a proposal acceptable to both the Town and EWS for presentation at the December Town Council meeting.

4. Town Hall Use Contract & Rules. The Town Manager advised the Council that the application for the necessary insurance coverage for Town Hall use has been submitted and the rules and fees amended accordingly. After reviewing the proposed rules for the use of the Town Hall, Councilman Skelly made a motion to approve the Rules for the use of the Town Hall and the contract as presented, seconded by Councilman Broxson. In the discussion, Councilwoman Balsley suggested that everyone who uses the Town Hall place a deposit to cover cleaning and breakage. Councilman Skelly then made a motion to amend the original motion to add a

4. (Continued) \$25.00 refundable security deposit for the use of the facility by residents , seconded by Councilman Gage. After a short discussion, the motion to amend was unanimously approved. A vote was called on the main motion as amended and the motion was approved, 3 to 2 with Councilwoman Balsley and Councilman Kendrick voting Nay. Mayor Laginess authorized the Town Manager to proceed with leasing of the Town Hall facilities in accordance with the adopted rules and adjusted fees.

5. Opp Boulevard Construction, Lots 9 & 10 - Mayor Laginess informed the Council that Mr. W. Spain had presented plans and specifications for the construction of two single family residents on Opp Boulevard along with the completed checklists as required by the Land Development Code. After a discussion concerning the proposal, it was decided that the plans for the previous development would not satisfy the plans requirement and that specific site plans for the proposed construction would be required before approval could be granted. Mayor Laginess directed the Town Manager to contact Mr. Spain and advise him of this requirement.

#### COUNCILMEMBERS REPORTS/COMMENTS

1. Councilman Gage briefed the Council on the recent Panhandle League of Cities meeting and passed out copies of the meeting minutes and adopted legislative policies. Councilman Gage will attend the Florida League of Cities Legislative Conference later this week.

2. Mayor Laginess suggested that a date for the follow-on meeting on the Landscape Ordinance be scheduled and 6PM, Tuesday, November 26, 1991 was selected. The Town Manager will place the Public Notice advertisement.

PUBLIC REQUESTS WILL BE HEARD AT THIS TIME - None

#### COMMITTEE REPORTS

1. Administrative Committee - No Report
2. Finance & Budget Committee - No Report
3. Comprehensive Plan Committee - No Report

CORRESPONDENCE - None

#### TOWN MANAGER'S REPORT

1. Review of the Post Disaster Development Plan requirements indicates that the plan must cover any and all anticipated disasters, natural and man made! The model plan provided by DCA will not provide the guidance as originally believed and it may be to the Town's advantage to have Dorman & Associates prepare the Town's plan. After a short discussion, Mayor Laginess asked the Town Manager to meet with Mr. Dorman to discuss the plan as it pertains to Cinco Bayou and to invite Mr. Dorman to the December meeting for further discussions.

2. As a result of Councilwoman Balsley's request, I have requested and received an estimate of \$ 1,515.74 for a complete sound system for the Town Hall. Councilman Kendrick indicated that he knows of a firm in Pensacola that might provide an estimate for a sound system. The Town Manager will attempt to contact other firms for sound system estimates.

3. The old truck is no longer serviceable and is ready for sale. Alternatives for disposal will be presented at the next meeting.

4. The teacher handbooks have been received. Councilman Gage indicated that he will contact the school board office to determine when and where the handbooks should be presented.

MAYOR'S ANNOUNCEMENTS - Mayor Laginess reminded everyone of the Town's Thanksgiving Dinner on Tuesday, November 19, 1991.

There being no further business, the meeting was adjourned at 7:12 PM.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Manager/Clerk

NOTE: A mechanical recording has been made of the foregoing proceedings, of which these minutes are a part, and is on file in the office of the Town Manager/Clerk.

THE TOWN OF CINCO BAYOU, FLORIDA

TOWN FACILITY USE CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_, between THE TOWN OF CINCO BAYOU, FLORIDA, (hereinafter referred to as "Town") and \_\_\_\_\_ (organization or individual(s)), City of \_\_\_\_\_, State of Florida, (hereinafter referred to as "User"), for use of Cinco Bayou Town Hall, under the following conditions:

1. The User agrees to pay to the Town at the time of acceptance of this contract a deposit of \$ \_\_\_\_\_. The total deposit paid, or a portion thereof, will be deducted from any additional charges levied for use of the Town facilities. The Town requires that all charges made for the use of facilities be paid in advance of the date that such facility is to be used.
2. The User shall:
  - a. Indemnify, defend and hold harmless the Town and its officers, employees, and agents, from and against any and all liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorneys' fees and cost of defense) to any person or property arising directly or indirectly from the use of Town facilities pursuant to this Contract or arising out of any act or omission of the User and/or its officials, employees, agents, or representatives.
  - b. Obtain and pay all necessary support personnel for the event.
  - c. Obtain at User's cost and expense any and all licenses or permits required by law or ordinance.
  - d. Accept the facilities as they are at the time of occupancy.
  - e. Not remove equipment or furnishings from the Town Hall premises under any condition.
  - f. Arrange and be responsible for all deliveries of equipment, properties, decorations, etc. subject to the approval of the Town Manager.
  - g. Remove from the Town Hall premises before the beginning of the next work day or as determined by the Town Manager, all equipment, properties, decorations, etc. for which the User is responsible; any such material

remaining beyond the specified time will be subject to storage charges.

3. The Town shall:

- a. Furnish light, heat and water by means of appliances installed for ordinary purposes, but for no other purposes. The Town shall not be responsible or chargeable for interruptions, delays or failures in furnishing any such utilities due to causes beyond its control.
- b. Not be responsible for any damage, accident or injury to the User, his property or his agents, servants, employees or their property, from any cause whatsoever, nor for injury or damage to persons or their property while attending the function sponsored by the User either prior, during or subsequent to the period for which use of Town facilities by User has been authorized.
- c. Reserves the right in the exercise of discretion, to rescind and cancel this agreement at any time.

4. The authorized use of Town facilities shall be subject to the Rules and Regulations and Requirements attached hereto as Exhibit "A". Payment for use of facilities should be made by check or money order made payable to The Town of Cinco Bayou, Florida.

5. The Town reserves the right, through its representatives, to eject any objectionable person or persons from Town facilities and upon the exercise of this authority, through its representatives, agents or policemen, User hereby waives any right and all claims for damages against the Town or any of its agents.

6. Special Provisions (if none, enter "none")

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7. The application and provisions of this Agreement and its Exhibits shall constitute the total lease and shall be binding upon all parties upon the execution by the Town Manager or his designee.

SIGNED and SEALED on the day and year first above written.

THE TOWN OF CINCO BAYOU, FLORIDA

USER: \_\_\_\_\_

By: \_\_\_\_\_  
Town Manager (seal)

By: \_\_\_\_\_  
President (seal)

\_\_\_\_\_  
Treasurer

OR

\_\_\_\_\_  
Individually

TOWN OF CINCO BAYOU

RULES GOVERNING USE OF TOWN HALL

1. Check all doors to see that they are securely locked before leaving.
2. Smoking in the Town Hall is prohibited.
3. Any special decorations used for a meeting or activity must be removed after the meeting. USE OF TACKS, NAILS OR STAPLE GUN IS FORBIDDEN in decoration of the Town Hall.
4. Persons renting the Town Hall will be held responsible for any breakage or other damage inside as well as outside of building.
5. Be sure that all inside lights and air-conditioner are off before leaving the building. (Tower Lights, restroom entrance and outside lights are on a timer). In winter, if low temperatures are predicted, renter will be instructed to leave heat on at lowest setting.
6. Return chairs and/or tables to their proper places.
7. It is important that the outside be cleaned up as well as the inside. Unsightly trash, bottles, cans, etc. will cause renter to lose deposit.
8. The Town Hall must be vacated by 10:00 P.M. The Town security patrol will check the Town Hall and grounds between 10:00 and 10:30 P.M.
9. No crepe paper or streamers of any type are to be taped or hung from the ceiling and walls.
10. The pictures are not to be removed from the wall. If they are a \$50.00 fee will be deducted from the rental deposit. The flower arrangements and plants are not to be removed from their present location or an additional \$50.00 will also be retained from the renter's deposit.
11. FEES AND DEPOSITS
  - A. There will be no fee or security deposit for use of the building by residents of the Town. A \$25.00 an hour cleaning charge will be levied if the building and grounds are not clean and free of trash or debris after the event.
  - B. Training sessions, seminars and other meetings attended by elected and appointed government officials may use the building free of charge, however, if a registration fee or similar fee is charged, a fee of \$25.00 will be charged. The Town Manager may waive this fee.
  - C. Non-profit organizations will be charged \$50.00 with a refundable security deposit of \$50.00.
  - D. Individuals not residing in the Town will be charged a fee of \$150.00 if food is to be served or \$100.00 without food. In either case, a \$200.00 refundable security deposit will be charged.

RULES GOVERNING USE OF KITCHEN/RESTROOMS

1. Electric range and all lights must be turned off.
2. No food or beverage will be left in the refrigerator.
3. Garbage must be placed in plastic bags, tied at top and placed in the outside container immediately following the meeting. Bags will be furnished by the Town.
4. Check restrooms - they must be left clean - floors clean, wastepaper baskets emptied and lights off.