

MINUTES OF THE GOVERNING BODY OF THE CITY OF DIBOLL, TEXAS REGULAR SESSION  
MEETING ON TUESDAY, APRIL 09, 2019 AT 5:15PM, DIBOLL CITY HALL CHAMBERS

**COUNCIL PRESENT**

Mayor John McClain, Mayor Pro Tem, Lewis Ivey, Councilmembers Veronica Hernandez, Don Hendrick, Daniel Lopez, and Charles Moses, Sr.

**ABSENT**

Councilmember Tom Farley

**STAFF PRESENT**

City Manager Gerry Boren, City Secretary Melissa McCall, and Police Chief Steve Baker.

Mayor McClain called the meeting to order at 5:15 pm and Mayor Pro Tem Lewis Ivey gave the invocation.

Pledge of Allegiance was recited by those in attendance, led by Mayor McClain.

**CITIZEN PARTICIPATION:** None

**ITEM #1:** Consent Agenda: All matters listed under 'Consent Agenda' are considered to be routine by the City Council and will be enacted by one motion. There will not be discussion and action to consider an Ordinance Discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- a) Minutes from March 12, 2019 City Council Regular Session Meeting
- b) Financial Report – March 2019
- c) Investment Report for the Quarter Ending March 2019

Lewis Ivey made the motion to approve and Daniel Lopez second.

All in favor, none opposed, motion carries

**ITEM #2:** Consideration and approval of Resolution 2019-04-001 authorizing the filing of an application for financial assistance from the Texas Department of Transportation's State Infrastructure Bank for the Lumberjack Drive extension to the proposed Highway 59 Relief Route Around Diboll.

Lewis Ivey made the motion to approve and Charles Moses, Sr. second.

All in favor, none opposed, motion carries

**ITEM #3:** Consideration and approval of Resolution 2019-04-002 authorizing amending the City of Diboll's Municipal Code of Ordinances, Chapter 21, Section 21-33 which would allow new customer sewer rates to be set at a flat \$40.00 fee until a billing history is obtained for an average minimum monthly fee as opposed to the current ordinance which charges the sewer rates for new customers the same as the current water rate.

After discussion, the Mayor and Council decided to table this proposal until the next City Council meeting.

**ITEM #4:** Consideration and approval of revised Lottie & Arthur Temple Civic Center rental agreement contract and schedule fees as outlined in the attached.

Lewis Ivey made the motion to approve and Don Hendrick second.

All in favor, none opposed, motion carries

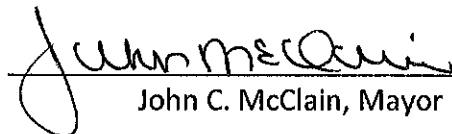
**ITEM #5: CITY MANAGER AND DEPARTMENT HEAD REPORTS:**

- a. Fire Department Report – Gary Jones, Fire Chief
- b. Police Department Report – Steve Baker, Police Chief
- b. Street Department Report – Matt Todd, Department Head
- c. Water Department Report – Robby Roberts Jr., Department Head
- d. Wastewater Department Report – Bridget Sarver, Department Head
- e. Parks Department Report – Luis Maldonado, Department Head
- f. Lottie & Arthur Temple Civic Center - Loretta Christmas, Civic Center Director
- g. Finance & Court – Elvia Esteves-Garza, Finance Director
- h. City Manager, Gerry Boren

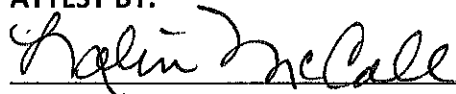
**ADJOURNMENT:**

Don Hendrick made the motion to adjourn at 5:41 PM and Lewis Ivey second.

All in Favor, none opposed, motion carries.

  
John C. McClain, Mayor

**ATTEST BY:**

  
Melissa McCall, City Secretary

STATE OF TEXAS           §  
ANGELINA COUNTY       §  
CITY OF DIBOLL           §



601 Dennis Street  
 Diboll Texas 75941  
 Phone 936-829-4757  
 Fax 936-829-1179

# Rental Packet



## Facility Information

Our main Banquet Hall has 5,400 square feet of floor space and fluorescent and recess lighting that will fit every clients needs.

A dressing room with vanity style mirrors, sink and secluded stall is also available.

Our large commercial grade kitchen is equipped with stainless steel appliances, including an ice machine, side by side refrigerator/freezer combo, microwave, conventional oven, deep commercial sinks, warmer oven, Bunn coffee pot and lots of counter space.

Our state of the art sound system includes wireless microphones, both hand held and lapels are provided. CD changer and ipod/iphone dock is available.

For your video needs, we have a ceiling mount LCD Projector with a 16' X 20' retractable screen. Great for slide shows and power point presentations!! A DVD player is available including a connection port for your computer.

All events are provided with tables and chairs. The following tables and chairs are available for your event:

- (36) 12ft rectangle banquet tables that seat 12
- (15) 6ft round tables that seat 8-10
- (24) 5ft round tables that seat 6-8
- (3) 6ft tables
- (2) Beverage table, double layer table
- (450) Chairs, Black Frame, Gray-Scale Fabric

The stage/dance floor area is 2,900 square feet. The stage is not to be moved at any time. Moving the stage is NOT an option.

## Facility Rates

<u>Deposit</u>	<u>Base rate</u>	<u>Setup rate</u>
\$400	\$300	\$400
<b>Amenities</b>	<b>Monday-Thursday</b>	<b>Sunday</b>
DJ/Band Fee	8am-12am	1pm-10pm
Sound System	\$300	\$1100
Projector/Screen	8am-12am	8am-12am
\$50	\$400	\$400
\$200	Returned check fee	Coffee Pot ONLY
\$100	Security deposit	Free
	\$30	
	\$400	
	<b>Other</b>	

## Policies and Guidelines

### **Deposits**

Deposit must be paid to reserve a date. Deposit refunds will be returned by check within 30 days following the event under the following conditions.

- No damages are sustained to the facility or any property within the facility belonging to the City of Diboll
- Renter did not exceed times specified for the event.
- All decorations, objects and property not belonging to the City of Diboll are removed from the facility.
- All floors are swept, all trash is removed to the provided dumpster and the entire facility including bathrooms and kitchen are returned to a clean and rentable condition. We offer 15 trash can liners.

### **Cancellations**

Reservations cancelled outside of 60 days of the event are subject to a \$50 office procedure/handling fee; resulting in a deposit refund of \$350. If cancellation is made within 60 days of the event, it will result in the loss of full deposit.

### **Payment**

All payments are due 30 days prior to event. **NO EXCEPTIONS!!!!**

### **Security Officer**

Security will be required for any events honoring a minor or events where alcohol will be served. ***The renter will be responsible for contracting and paying security.*** You must provide proof of scheduled security 30 days prior to your event. Security must be scheduled to arrive 30 minutes prior to the event m. One security officer is required for each **100 guests**.

### **Alcohol Policy**

#### **MUST HAVE A LICENSED BAR TENDER AT ALL EVENTS WITH ALCOHOL**

If alcoholic beverages will be served, sold or otherwise provided or allowed in or on the facility grounds at your event, it is your responsibility to comply with all laws concerning the possession and consumption of the same.

It is the policy of the Lottie & Arthur Temple Civic Center, that if your event will have alcohol of any kind, you will be required to contract a licensed bartender of your choice to distribute the alcohol. The Civic Center will not supply or store the alcohol before or after the event. The contractor shall supply the civic center with a copy of all licenses and ID's at least 30 days prior to the event.

Alcoholic beverages can only be served to individuals 21 years of age or older. At no time shall a minor be served alcoholic beverages.

If alcohol is found during your event and there is no licensed bartender, or a minor is in possession of an alcoholic beverage your event will be shut down and action will be taken.

Initial \_\_\_\_\_



Thank you for choosing our facility.

A floor plan of your choice is set up for you by civic center staff the day prior to your event. If a floor plan is not submitted to the civic center 2 weeks prior to your event, you will forfeit this service and this will become your responsibility.

**Floor Plans**

Please let your band or DJ know that the roll up door at the rear of the staging area is to remain closed at all times during your event.

**Roll up Door**

Children are not allowed to roam the lobby or outside the facility without supervision of an adult. The staff as well as security will instruct all children to return to the banquet hall. The entrance doors in the lobby are to remain shut during events at all times.

**Unaccompanied Children**

Hughes Cab Co . (936) 637-6388

Guinness Taxi . (936) 404-8264

If you need a designated driver please see the referred services below:

Please remember to drink responsibly and have a designated driver for your departure from the Civic Center.

## Lottie and Arthur Temple Civic Center Rental Agreement

Rental Number: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home # \_\_\_\_\_ Work # \_\_\_\_\_ Cell # \_\_\_\_\_  
 Driver's License State: \_\_\_\_\_ Number: \_\_\_\_\_ DOB \_\_\_\_\_  
 Date of Event: \_\_\_\_\_  
 Time of Event: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm  
 Type of Event: \_\_\_\_\_  
 Approximate number of guests: \_\_\_\_\_

<b>Fees:</b>			
Deposit	\$400	Projector/Screen	_____
Base	_____		
Setup	_____		
DJ/Band	_____		
Sound System	_____	<b>TOTAL</b>	_____

I have been provided a copy of the rental packet and have read and understand the guidelines, policies and procedures provided. I understand that if I do not abide by the regulations that have been given and explained to me, I am subject to losing all deposits paid and/or forfeiture of my event. By signing below I am in agreement and take full responsibility for meeting all policies and for any damages at the civic center during my event.

To the fullest extent permitted by law, the renter shall indemnify, and hold harmless the City of Diboll from and against any claims, damages, losses, or expenses, including but not limited to attorney fees, which arise out of or in any way relate to, any and all personal injury, death and /or property damage in connection with their use of the Lottie and Arthur Temple Civic Center. This includes any act or omission by the City or any of the City's representatives, and employees of the City of Diboll.

\_\_\_\_\_  
 Client Printed Name

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Client Signature

\_\_\_\_\_  
 Date

Initial \_\_\_\_\_

# Release of Liability

To the extent allowed by the State of Texas, client agrees to defend, indemnify, and hold harmless Center (City of Diboil and The Lottie & Arthur Temple Civic Center, their agents, representatives and employees), each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation any and all costs of defense, made against or incurred or suffered by Center, and such indemnities as a direct or indirect result or consequence of injury, sickness, illness, or harm, any other cause of action whatsoever arising out of, resulting from, or which would not have occurred but for this Agreement or Client's use of the premises, facilities or equipment of Center. Client further agrees to release and acquit Center, its agents, representatives and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including those enumerated herein above. This includes any and all companies/individual contractors that are contracted through center. (This includes Caterer, Decorator, Event Planner, Band, DJ and Bakeries.)

Print

Signature

Civic Center Representative

Date

Print

Date

Initial

## STAGE AND EQUIPMENT RELEASE

The Civic Center staff has set your floor plan up according to your request. In the event any changes are made during your rental hours to the stage or any other equipment owned by the Civic Center and the City of Diboll you release the City, Civic Center its staff, or anyone directly related of any liability in the incident that anyone is harmed or any violations of city or state code occurs. You, the lessee, are responsible and hereby the person in charge if there is no Civic Center staff on duty.

To the extent allowed by the State of Texas, client agrees to defend, indemnify, and hold harmless Center (City of Diboll and The Lottie & Arthur Temple Civic Center, their agents, representatives and employees), each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation any and all costs of defense, made against or incurred or suffered by Center, and such indemnities as a direct or indirect result or consequence of injury, sickness, illness, or harm, any other cause of action whatsoever arising out of use of the premises, facilities or equipment of Center. Client further agrees to release and acquit Center, its agents, representatives and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including those enumerated herein above. This includes any and all companies/individual contractors that are contracted through renter. (This includes Caterer, Decorator, Event Planner, Band and DJ.)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Civic Center Representative

\_\_\_\_\_  
Date

Initial \_\_\_\_\_

# STAGE

The stage is set according to your floor plan a week prior to your event. At this time the stage is **NOT** to be moved at any time. If you see there is a need to move the stage, you need to alert Civic Center staff at least **ONE WEEK** prior to your event. If at any time the stage is moved in any way, your deposit will **NOT** be returned. The stage is set according to the Fire Marshall at a proper distance from the exit door at the rear of the facility. The removal of stage pieces or adding stage pieces is prohibited for the safety of our clients. By signing this, you agree that if you or anyone at any time during your event moves the stage your deposit will not be returned, it will be kept for stage adjustments that may need to be made for improper movement of the stage. You also agree that you have been warned that the Fire Marshal may at any time come into your event and if the stage is moved your event may be shut down.

Client Signature

Date

Initial



## SIGNAGE REQUEST

The civic center is happy to provide an extra touch to your event. We will utilize the marquee sign, located on FM1818 to showcase your event. We cannot guarantee that all of what you want displayed on the sign will be able to appear due to letter quantity and space. We will try to display your event sign as far in advance as possible. We only guarantee that it will be up by the day of your scheduled event.

**Line #1:** \_\_\_\_\_

**Line #2:** \_\_\_\_\_

**Line #3:** \_\_\_\_\_

**Line #4:** \_\_\_\_\_

**Line #5:** \_\_\_\_\_

### Suggestions and Examples:

**Happy Birthday Sarah**  
**Oct. 15**

**Felicidades**  
**Juan Y Sandra**  
**July 14, 2010**

**Feliz Quince Anos**  
**Priscilla**  
**Oct. 25<sup>th</sup> 4-9pm**

**Shamrock Bingo**  
**Sat. April 7<sup>th</sup>**  
**Doors open at 5:30**  
**Cards \$1/ea**

**It's a boy!**  
**Baby Shower**  
**In honor of Diana Smith**  
**Aug. 15 2-4pm**

**Parenting Conference**  
**By: Cornerstone Church**  
**Sunday, Feb. 14th**  
**6-8pm**

*\*If your event were to be cancelled, the civic center is not responsible for notifying the media. Upon request, we will, however, post a flyer on our front glass doors. Please dictate what your event cancellation flyer needs to say:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initial \_\_\_\_\_

Thank you!

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ALL TRASH IS TO BE DISPOSED IN DUMPSTERS PROVIDED AT THE REAR OF THE FACILITY OUTSIDE!!!**

**When you leave the facility, please make sure ALL doors are closed and all the lights are off! Please leave the key, ice scoop, & this form on the credenza under the picture in the lobby.**

**IF ANY OF THE ABOVE IS NOT DONE YOUR DEPOSIT WILL BE HELD**

Return Ice Scoop

Remove all Sequins from floors. **NO GLITTER ALLOWED**

trash along the drive)

Make sure the outside of the facility has been cleaned up (this includes any

Make sure restrooms are clean

Take out all trash (including in the restroom stalls and kitchen)

Sweep the lobby

Clean up the kitchen (make sure to wipe up any spills) and Mop the floor

Pick up any food and trash off the floor (including carpet and dance floor)

Stack chairs 10 high

Rectangle tables in the hall along the kitchen)

Pick up tables and put them away (Round tables behind the curtain &

Wipe off tables

Clean Up Check List

# Accommodation Form

Event Name: \_\_\_\_\_

Event Date: \_\_\_\_\_

Official Start Time: \_\_\_\_\_ Official Ending Time: \_\_\_\_\_

Day 1 Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Day 2 Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Day 3 Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Alcohol: **YES/NO**

## Security Details

# Of Officers \_\_\_\_\_

Arrival Time: \_\_\_\_\_ Departure Time: \_\_\_\_\_


Additional Notes:

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Civic Center Staff: \_\_\_\_\_

Date: \_\_\_\_\_

Initial \_\_\_\_\_

**Lottie & Arthur Temple Civic Center**

**Event:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Notes:

**STAGE**

**Kitchen**

**Main Auditorium**

**Entrance**

**Lobby Area**