

Meeting Date
September 19, 2017



AGENDA	
Section	CONSENT
Item No.	II.B.2

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Approve the Third Amendment to the Lease Agreement between the Board of County Commissioners and the City of Cape Canaveral
DEPT/OFFICE:	Community Services Group / Library Services Department

**Requested Action:**

It is requested that the Board of County Commissioners approve the attached Third Amendment to the Lease Agreement between the Board of County Commissioners and the City of Cape Canaveral regarding the use of the multi-purpose public Meeting Room located within the Cape Canaveral Public Library.

**Summary Explanation & Background:**

The Board of County Commissioners and the City of Cape Canaveral entered into an Agreement dated March 1, 1988, which has been amended on September 15, 1998 and, again, on August 18, 2009. The City of Cape Canaveral owns the building and land used for the Cape Canaveral Public Library. The City of Cape Canaveral has used the Meeting Room located in the Cape Canaveral Public Library for a number of years for purposes of holding City Council meetings and other public meetings. The City of Cape Canaveral, as authorized in the Second Amendment to Lease Agreement dated September 15, 1998, has refurbished the Meeting Room at its own expense including flexible furnishings, and new audio/visual equipment.

The City of Cape Canaveral has recently completed a new City Hall construction project and no longer will have a regular need to use the Library Meeting room for City Council and public meeting purposes. An occasional use will still occur. The City of Cape Canaveral is allowing the Cape Canaveral Public Library to continue to use the audio/visual equipment and flexible furnishings for library uses, public events and meetings. The Cape Canaveral Public Library will be responsible for the repair and maintenance of the improvements previously made by the City of Cape Canaveral.

There is no fiscal impact to the General Fund.

Clerk to the Board Instructions: Please return all three (3) copies of the Third Amendment Library Lease Agreement only to the Library Services Department, 308 Forrest Avenue, 2<sup>nd</sup> Floor, Cocoa, FL

Exhibits Attached: Exhibit A – Second Amendment Library Lease Agreement dated August 18, 2009, Exhibit B – Amendment to Agreement dated September 15, 1998 and Exhibit C – Lease Agreement dated March 1, 1988.

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Interim Assistant County Manager	Department Director / Extension		Jeff Thompson, 321-633-1801				
Frank Abbate	James Liesenfeld			Jeff Thompson				

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> City of Cape Canaveral	
<b>2. Fund/Account #:</b> 1070	<b>Division Name:</b> Library Services
<b>4. Contract Description:</b> Agreement with City of Cape Canaveral and Cape Canaveral Public Library	
<b>5. Contract Monitor:</b> Pat Mister	<b>6. Mail Stop #:</b>
<b>7. Dept./Office Director:</b> Jeff Thompson	<b>8. Contract Type:</b>
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u>      </u>	<u>  JJ  </u>	<u>  8/24/2017  </u>
Risk Management	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
County Attorney	<u>  X  </u>	<u>      </u>	<u>  RB  </u>	<u>  8/16/17  </u>

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

September 20, 2017

MEMORANDUM

TO: Jeff Thompson, Library Services Department Director

RE: Item II.B.2., Third Amendment to Lease Agreement with City of Cape Canaveral for the Use of Multi-Purpose Public Meeting Room at Cape Canaveral Public Library

The Board of County Commissioners, in regular session on September 19, 2017, approved the Third Amendment to the Lease Agreement with the City of Cape Canaveral for the use of the multi-purpose public meeting room located within the Cape Canaveral Public Library. Enclosed are three executed Third Amendment to Lease Agreement for your action.

**Upon execution by the City of Cape Canaveral's City Clerk, please return a fully-executed Amendment to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for* *Donna Scott*  
Tammy Rowe, Deputy Clerk

/ds

Encls. (3)

cc: Contracts Administration  
Finance  
Budget

**THIRD AMENDMENT  
LIBRARY LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO THE LEASE AGREEMENT** entered into this 19 day of Sept. 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "Board" and the CITY OF CAPE CANAVERAL, hereinafter referred to as the "City."

**WITNESSETH:**

**WHEREAS**, the parties previously entered into an Agreement dated March 1, 1988, as amended on September 15, 1998 and again amended on August 18, 2009; and

**WHEREAS**, the City owns the building and land used for Cape Canaveral Library; and

**WHEREAS**, the Board operates Cape Canaveral Library as part of the Countywide Library System; and

**WHEREAS**, the Parties desire to amend the Agreement regarding the use of the Cape Canaveral Library, specifically the Meeting Room, by the City; and

**WHEREAS**, the City has used the Meeting Room for a number of years for purposes of holding City Council meetings and other public meetings; and

**WHEREAS**, the City, as authorized by the Second Amendment to this Library Lease Agreement, made improvements to the Library Meeting Room at its expense, including refurbishing the Meeting Room, providing for new audio and visual equipment and providing flexible furnishings to accommodate public meetings; and

**WHEREAS**, the City has completed a new City Hall construction project and no longer will have a regular need to use the Library Meeting room for City Council and public meeting purposes, though occasional use will still occur; and

**WHEREAS**, the City desires to allow the Cape Canaveral Library to continue to use the audio visual equipment and flexible furnishings for library purposes, provided that the Library maintains such equipment and furnishings; and

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, the Parties hereby agree as follows:

**SECTION 1.** Paragraph 2.b. of the Agreement, a subparagraph added by the Second Amendment of the Library Lease Agreement, is deleted in its entirety and replaced with the following:

The City shall be entitled to use the 2,000 square-foot multi-purpose public Meeting Room located within the Cape Canaveral Library, on an as-needed basis for various public meetings, subject to coordination of scheduling of dates and times with the Cape Canaveral Library Director. The City, having previously used the Meeting Room for City Council and

various City Board meetings, made improvements to the Meeting Room at its expense, including provision of new audio and visual equipment and flexible furnishings as described in Meeting Room Concept A, attached to the Second Amendment to the Library Lease Agreement.

The City desires to allow the Cape Canaveral Library to continue to use the improvements, namely the audio and visual equipment, with the exception of a Dell 1LKR551 laptop, and flexible furnishings, for library uses, public events and meetings. The Cape Canaveral Library shall be responsible for the repair and maintenance of the improvements. When such improvements are no longer needed for library purposes, the Cape Canaveral Library shall return such improvements to the City for its use or disposition and sale.

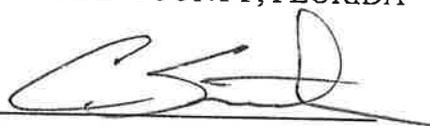
**SECTION 2.** All other terms and conditions of the Agreement dated March 1, 1988 as amended by the Amendment dated September 15, 1998 and the Second Amendment dated August 18, 2009, not inconsistent with the provisions herein shall remain in full force and effect.

**IN WITNESS WHEREOF,** the Parties hereto have set their signatures and seals effective on the date first written above.

CITY OF CAPE CANAVERAL,  
FLORIDA

BY: \_\_\_\_\_  
Bob Hoog, Mayor

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

BY:   
Chairperson - CURT SMITH

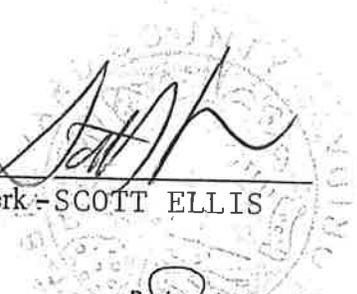
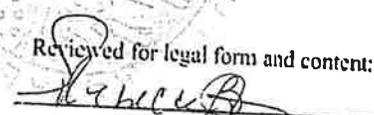
ATTESTED:

\_\_\_\_\_  
Mia Goforth, City Clerk

As approved by the Board on: September 19, 2017

September 19, 2017  
Date

ATTEST:   
Clerk - SCOTT ELLIS

  
Reviewed for legal form and content:  
  
(Assistant) County Attorney

**SECOND AMENDMENT  
LIBRARY LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO THE LEASE AGREEMENT** entered into this 18 day of August 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "Board" and the CITY OF CAPE CANAVERAL, hereinafter referred to as the "City".

**WITNESSETH:**

**WHEREAS**, the parties previously entered into an Agreement dated March 1, 1988, as amended on September 15, 1998; and

**WHEREAS**, the City owns the building and land of used for Cape Canaveral Library; and

**WHEREAS**, the Board operates Cape Canaveral Library as part of the Countywide Library System; and

**WHEREAS**, the Parties desire to amend the Agreement regarding additional use of the Cape Canaveral Library, specifically the Meeting Room, by the City and define their respective duties and responsibilities.

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, the Parties hereby agree as follows:

**SECTION 1.** Paragraph 2. of the Agreement (March 1, 1988), as amended by the Amendment (September 15, 1998) is hereby re-numbered to Paragraph to be Paragraph 2.a..

**SECTION 2.** Paragraph 2.b., a new subparagraph, is added as follows:

The City shall be entitled to use the 2,000 square foot multi-purpose public Meeting Room located within the Cape Canaveral Library, on a temporary basis, as a meeting room for the City Council and various City Boards subject to coordination of scheduling of dates and times with the Cape Canaveral Library Director. The City, given its increased use of the multi-

purpose room and the nature of the use (city council meetings, etc.), wishes to make improvements to the Meeting Room that the City will fund at its expense.

The City, at its expense, shall refurbish said Meeting Room, provide for new audio and visual equipment and provide flexible furnishings, as prescribed in Exhibit "A" attached hereto.

The City shall be responsible for the repair and maintenance of the meeting Room audio and visual equipment and the flexible furnishings.

The Cape Canaveral Library Director is authorized to use said flexible furnishings and the new audio and visual equipment for Library use, public events and meetings.

The City shall be responsible for moving the flexible furniture when requested by the Cape Canaveral Library Director.

The City shall, at its expense, upgrade the security alarm system to separate the Library area from the Meeting Room, Lobby and Restroom areas.

The City shall be responsible for the cost, fines, etc. associated with any false alarms which may occur or associated with an improperly set alarm.

The City shall be responsible for securing the Meeting Room, Lobby, and Restroom Areas during hours which the Library is not operating or closed to the public.

The Parties agree that the City is not required under the terms of this amendment to reimburse the County for any maintenance costs at this time. The parties will review maintenance costs incurred by the respective parties, other than those expended for the improvements made to the Meeting Room, on an annual basis beginning June 1, 2010 to determine whether this paragraph should be adjusted.

**SECTION 3.** All other terms and conditions of the Agreement dated March 1, 1988 as amended by the Amendment dated September 15, 1998, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their signatures and seals effective on the date first written above.

CITY OF CAPE CANAVERAL,  
FLORIDA

BY: Rocky Randels  
Rocky Randels, Mayor

ATTESTED:

Mia Goforth  
Mia Goforth, Acting Deputy City Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

BY: Chuck Nelson  
Chuck Nelson, Chairperson

As approved by the Board on: 8/18/09

August 18, 2009  
Date

ATTEST: Scott Ellis  
Scott Ellis, Clerk to the Board

STATE OF FLORIDA  
COUNTY OF BREVARD

This is to certify that the foregoing is a true and current copy of \_\_\_\_\_  
agmt witness my hand  
and official seal this 21 day of  
August 2009

SCOTT ELLIS  
Clerk Circuit Court  
BY Goforth D.C.

**AMENDMENT TO AGREEMENT**

THIS AMENDMENT TO AGREEMENT entered into this 15 day of September, 1998, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Board" and the CITY OF CAPE CANAVERAL, hereinafter referred to as "City."

**WITNESSETH:**

WHEREAS, the parties have previously entered into an Agreement dated March 1, 1988, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City owns the original 9000 square foot facility within which the Cape Canaveral Public Library is located; and

WHEREAS, the Board has constructed in conjunction with the City, a 6000 square foot addition to the existing structure, for a total of 15000 square feet, hereinafter referred to as the "Library Building" which is owned in its entirety by the City, and

WHEREAS, the parties hereto desire to set forth and define their respective duties and responsibilities relating to the Library Building.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

**SECTION 1.** That Paragraph 1 of the Agreement is amended to read:

The City leases to the Board for \$1.00 per year the Library Building located at 201 Polk Avenue, Cape Canaveral, Florida 32920.

**SECTION 2.** That Paragraph 2 of the Agreement is amended to delete the following language:

A list of all materials (including books and media), furniture, equipment and other tangible property given to the Board is appended hereto as Exhibit "A."

And to read:

The Board shall have control over all County-owned property for such time as this Agreement is in effect.

**SECTION 3.** That Paragraph 3 of the Agreement is amended to read:

It is hereby mutually agreed and understood that the Board shall have primary control over the operation and maintenance of the Library Building including, but not limited to, the collection and disbursement of income attributable thereto, except for funds raised or earned by the City of Cape Canaveral and the Friends of the Library. These funds shall remain under the control of those organizations. The City Finance Director shall establish accounting procedures for control of these funds and accounts shall be audited each year by the City Auditor. Fines and fees collected by the library shall be held in a separate account and such funds shall be utilized solely for such purposes as requested by the Library Director, and as approved by the Board or its designee.

SECTION 4. That Paragraph 6 of the Agreement is amended to read:

The Board shall not be obligated to replace the library structure or any library media, materials, or furniture in the event of fire, theft or accidents which destroy library property. It being understood that the City shall maintain, at its sole expense, hazard, liability and extended insurance on the structure and its contents. However, the Board shall be responsible for any damage, personal injury or death resulting from the negligence of any of its employees for any casualty, theft or accident which destroys library property (structure and contents) or causes death or personal injury.

SECTION 5. That Paragraph 7 of the Agreement is amended to read:

The City agrees to provide a local Library Board to represent the interests of the public, to provide for development and improvement of local library services, and to serve as an information resource in planning local library service programs for discussion and review by the Brevard County Public Library Board. This local board shall be implemented to facilitate the transmission of information from the local community pertaining to the needs of the Cape Canaveral Library to the Brevard County Library Board and the Library Services Director.

SECTION 6. That Paragraph 14 of the Agreement is amended to read:

Notice under this Agreement may be given to the County by sending written notice to the Office of the County Manager, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

SECTION 7. That all other terms and conditions of the Agreement dated March 1, 1988, which is incorporated herein by this reference, not inconsistent with the provisions of the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

BY: Helen Voltz  
Helen Voltz, Chairman  
As approved by the Board 9-15-98

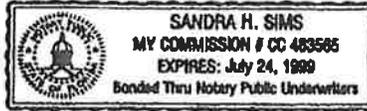
CITY OF CAPE CANAVERAL

BY: Rocky Randels  
Mayor  
Dated: 29 June, 1998

STATE OF FLORIDA  
COUNTY OF BREVARD  
Sandy Crawford, Clerk  
This is to certify that the foregoing is a true and correct copy of Amendment to Agreement witness my hand and official seal this 17 day of September 19 98  
SANDY CRAWFORD  
Clerk Circuit Court  
STATE OF FLORIDA )  
COUNTY OF BREVARD )  
BY \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JUNE, 1998, by Rocky Randels of the CITY OF CAPE CANAVERAL, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Margaret A. Minnie  
Notary



(SEAL)

---

Notary Name (typed, printed or stamped)  
My Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MICROFILMED JUNE 89

lege as well as a financial assessment for damages incurred. The financial assessment for damages will be set by the Library Director. If the organization wishes to appeal the decision, they must contact the Library Services Manager.

14. Any application for use of the meeting room must be completed and submitted prior to use of the library facility.

15. Use of library meeting rooms does not imply library endorsement of the aims, policies, or activities of any group.

Approved this 1st day of March, 1988.

BREVARD COUNTY LIBRARY  
SYSTEM

*Shirley Schmitt*

CITY OF CAPE CANAVERAL

*Patrick P. Lee*  
Mayor

ATTEST:

*Janet S. Leiser*  
City Clerk

LEASE AGREEMENT

THIS AGREEMENT, entered into this 1st day of March, 1988, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "Board", and the CITY OF CAPE CANAVERAL, hereinafter referred to as "City".

W I T N E S S E T H:

WHEREAS, the Board intends to establish a Countywide free public library system; and

WHEREAS, the City owns the facility within which the Cape Canaveral Public Library is located; and

WHEREAS, the residents of the City and the County will benefit from the operations of such a library; and

WHEREAS, the City wishes to relinquish its obligations to operate such a library, and

WHEREAS, the Board wishes to undertake the operation of such a library, and

WHEREAS, the parties wish to define their responsibilities relating to the library.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and the covenants and conditions herein contained, it is mutually agreed between the parties as follows:

1. The City leases to the Board for \$1.00 per year that building located at 7400 Poinsetta Avenue, Cape Canaveral, Florida 32920, on the parcel of City property described below:

Section 23, Township 24 South, Range 37E,  
Avon-by-the-Sea, Block 47, Lots 1-2-3,  
9-10-11

2. It is the intent of the parties that the Board shall have the primary control in accordance with this Agreement over all buildings, structures, facilities, library media and materials, furniture, equipment and other tangible property utilized for the operation and maintenance of the library. Policy for use of Meeting/Conference Rooms for said library shall be by mutual agreement between the Brevard County Library System and the City.

A list of all materials (including books and media), furniture, equipment and other tangible property given to the Board is appended hereto as Exhibit "A". The Board shall have control of these items for such time as this Agreement is in effect. If the Board determines such material shall be disposed of or not be utilized for this library's purposes, the Board shall return such items to the City.

3. It is hereby mutually agreed and understood that the Board shall have primary control over the operation and maintenance of the library including, but not limited to, the collection and disbursement of income attributable thereto, except for funds raised or earned by the City of Cape Canaveral, the City of Cape Canaveral Library Board and the Friends of the Library. These funds shall remain under the control of those organizations. The City Finance Director shall establish accounting procedures for control of these funds and accounts shall be audited each year by the City Auditor. Fines and fees collected by the library shall be held in a separate account and such funds shall be utilized solely for the library.

4. The Board hereby agrees to provide all payment for electricity, light, heat, power, water, telephone and other utility services required for the operation and maintenance of the library.

5. Pursuant to its right to control the facility, the Board reserves the right to make renovations and additions and deletions to the said buildings, structures, facilities and equipment, including, but not limited to, the roof, plumbing, heating and cooling systems, and all other utility systems and in all respects to deal with the facility in its sole discretion. Any work which would enlarge or expand the Library building or alter the exterior or interior walls would require prior City approval.

6. The Board shall not be obligated to replace the library structure or any library media, materials, or furniture in the event of fire, theft or accidents which destroy library property.

However, the Board shall be responsible for any damage, personal injury or death resulting from the negligence of any of its employees for any casualty, theft or accident which destroys library property or causes death or personal injury not covered by the insurance of the City. Further, the Board agrees to indemnify and hold the City, their sureties, insurers, successors, assigns and legal representatives harmless from any liability, claim, cause of action, demand or damages for such casualty, theft, accident, death or personal injury of any kind or nature to any third party or such third party's property as a result of the acts, whether intentional or negligent, or omissions of any of the Board's employees, independent contractors or agents. Any promises to indemnify, however, are limited on the basis that the Board is self-insured as permitted under Florida Statutes and rely on Florida Statute 768.28 which limits the County's liability to \$100,000 per person, \$200,000 per occurrence.

7. The City agrees to provide a local Library Board to represent the interests of the public, to provide for development and improvement of local library services, and to serve as an information resource in planning local library service programs for discussion and review by the Brevard County Public Library Board. This local board shall be implemented to facilitate the transmission of information from the local community pertaining to the needs of the Cape Canaveral Library to the Brevard County Library Board and the Library Services Manager.

8. The City shall be responsible for maintenance of the parking areas, walkways and grounds adjacent to and surrounding the library at its own expense and for providing public liability insurance consistent with the limits of coverage applied to all other City owned property. Proof of liability insurance shall be provided at the time of the signing of the agreement, and a copy delivered to the Contracts Manager within ten (10) days of the signing. The Board shall be responsible for the maintenance of

the structures including the interior and exterior of the structures. The City shall be responsible for maintenance of outside lighting, sprinkler system, underground water and wastewater lines, landscaping and approaches to the Library building.

9. This Agreement shall be for so long as the facility is maintained as a Public Library open to the public by the Board, except that either party may terminate this Agreement, without cause, upon one hundred eighty (180) days written notice to the other party. If this Agreement is breached, the non-breaching party may terminate the Agreement upon providing twenty-four (24) hours written notice to the breaching party. However, said termination shall not affect the rights of the non-breaching party to pursue any remedies at law or equity that it may have.

10. This Agreement is not assignable.

11. No change, modification or waiver of any of the provisions or conditions of this Agreement shall be valid unless in writing, signed by a duly authorized representative for each party. Waiver or breach of this Agreement or failure to follow any provision of the Agreement shall not be deemed a waiver of any other or subsequent breach, and shall not be considered to be a modification of the terms of this Agreement.

12. This Agreement shall be governed by the Laws of Florida. In the event any portion of the contract is declared invalid, the remainder of the Agreement shall remain in force.

13. This Agreement represents the entire Agreement between the parties.

14. Notice under this Agreement may be given to the County by sending written notice to the Office of the County Administrator, 2235 North Courtenay Parkway, Merritt Island, FL 32953, and notice shall be given to the City by sending written notice to the City Manager, City of Cape Canaveral, P.O. Box 326, Cape Canaveral, FL 32920.

MICROFILMED JUNE 89

IN WITNESS WHEREOF, said parties have herein set their hands and seals the day and year first above written.

ATTEST:

Charles D. Paig  
City Clerk (Deputy)

CITY OF CAPE CANAVERAL

Patrick J. Lee  
Mayor

ATTEST:

R. C. Winstead, Jr.  
R. C. Winstead, Jr., Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: Sue Schmitt  
Chairman Sue Schmitt

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing is a  
true and correct copy of the original as  
witness my hand  
and official seal this 18th day of  
March 19 88  
R. C. WINSTEAD, JR.  
Clerk Circuit Court  
BY E. M. Kelly U.C.

MICROFILMED JUNE 89

BREVARD COUNTY LIBRARY SYSTEM

POLICY FOR USE OF MEETING/CONFERENCE ROOMS  
CAPE CANAVERAL PUBLIC LIBRARY

1. Library programs have priority over all other activities, except for special City Council meetings as determined by the City of Cape Canaveral. Programs "co-sponsored" by the library are next in priority. "Co-sponsored" means that the library staff or "Friends" participates in planning and presenting programs of an educational and cultural nature.
2. Meeting rooms are available for use by organizations which assume responsibility for the conduct of the programs and the care of the facilities. The room may not be used for profit-making purposes. Direct sales shall not be allowed on library premises.
3. All meetings must be open to the public within safety limitations. The library reserves the right to deny use of the meeting rooms. Meeting rooms are not available for partisan political activities, religious groups, or groups which have unlawfully discriminatory membership requirements.
4. No admission charge or request for donations shall be for any functions other than those under library sponsorship. In the case of any educational classes, instructor and material costs may be recovered.
5. Accidents must be reported immediately to a member of the staff.
6. Meetings held during library hours must be over 15 minutes prior to closing time. In libraries where the meeting space can be closed off from the rest of the building, where it can be exited directly and equipment secured, meetings may run beyond closing time when detailed arrangements have been made and approved by the Library Director in advance of the meeting.
7. Light refreshments, such as cookies and cakes, may be served, but no cooking is allowed other than for hot beverages. The room must be left in the same condition and arrangement as prior to the use of the room.
8. **SMOKING IS NOT PERMITTED.**
9. No furniture or equipment may be brought into or removed from these rooms without prior written permission. The library is not responsible for equipment, supplies, exhibits, or other materials owned by a group and used in the library. The library does not provide storage space.
10. Organizations that consistently have less than 15 persons in attendance may be asked to relocate to another conference room. The meeting room may be reserved for groups of more than 15.
11. If the library meeting room is designated as a voting precinct, when an election is scheduled, it will pre-empt all scheduled meetings. Groups meeting on an election day will be informed of this in advance whenever possible.
12. The library retains the right to cancel a reservation for the meeting room with notice and for cause. If a program is cancelled, the library will make every effort to notify the group who had reserved the room. Groups holding reservations are requested to notify the Library Director of any cancellation.
13. Use of the meeting/conference rooms is a privilege. Any violation of these rules as determined by the Library Director will result in cancellation of the group's future meeting privi-

MICROFILMED JUNE 89

lege as well as a financial assessment for damages incurred. The financial assessment for damages will be set by the Library Director. If the organization wishes to appeal the decision, they must contact the Library Services Manager.

14. Any application for use of the meeting room must be completed and submitted prior to use of the library facility.

15. Use of library meeting rooms does not imply library endorsement of the aims, policies, or activities of any group.

Approved this 1st day of March, 1988.

BREVARD COUNTY LIBRARY  
SYSTEM

*Luc Schmitt*

CITY OF CAPE CANAVERAL

*Patrick Lee*  
Mayor

ATTEST:

*Janet S. Leman*  
City Clerk



EXHIBIT "A"

CITY OF LANSING, MICHIGAN  
 LISTING OF ACTIVE FIXED ASSETS IN MAILED FILE BY DEPARTMENT  
 (DEPARTMENT IS CML/7)

ITEM	DEPT.	DESCRIPTION	YEAR ACQUIRED	MODEL NUMBER	SERIAL NUMBER	ISS. CL.	COST	ACQUIRED DATE	ACQ. ADDR.	
0760	1	12 B3 POLISH	1977	METAL		S H	36.00	07/17/74		
0907	1	12 SMALL PART		RECTANGULAR		S H	13.00	07/27/74		
1729	1	12 BUMP STICK	1973			S H	3,069.00	07/27/74		
TOTAL ACTIVE ASSETS IN MAILED FILE								41,600.24		