



P.O. Box 2451 ♦ DAYTONA BEACH, FL 32115-2451 ♦ (386) 671-8180

Robert Abraham
Chairman
Kelly White
Commissioner
Sheryl A. Cook
Joseph H. Hopkins
Tammy M. Kozinski

AGENDA

Wednesday, May 21, 2014 8:00 a.m.
Conference Room 149B

NOTICE – If any person decides to appeal any decision of the Downtown Development Authority at this meeting, they will need a record of the proceedings. Interested persons may wish to ensure that a verbatim record of the proceedings before the Board is made, including any testimony or evidence presented to the Board. The City does not prepare or provide a verbatim record of Board proceedings.

SPECIAL MEETING

1. Call to Order
2. Roll Call
3. Public Comments
4. DDA – CITY Agreement for Use of Downtown Facilities
5. Adjournment

LICENSE AGREEMENT
FOR USE OF DOWNTOWN CITY FACILITIES BY
DOWNTOWN DEVELOPMENT AUTHORITY

This Agreement is made and entered into as of the date of last signature below (the “Effective Date”), by and between **The City of Daytona Beach**, a Florida municipal corporation (the “City”) and the **Daytona Beach Downtown Development Authority**, a Florida special taxing district (the “DDA”).

Based on the mutual valuable consideration provided herein, the Parties agree as follows:

Section 1. PURPOSE. The purpose of this Agreement is to provide a mechanism by which DDA may use certain City facilities to hold events in the Downtown Redevelopment Area of the City (hereinafter “DDA Events”) for the purpose of increasing interest in the Redevelopment Area and furthering the redevelopment of the Downtown Area.

Section 2. DURATION. This Agreement will commence on the Effective Date and end on September 30, 2018.

Section 3. LICENSE AREAS. The City grants to the DDA a License to use one or more of the following defined City facilities (the “License Areas”) for DDA Events as provided herein:

- (a) **License Area A** is that portion of Riverfront Park from Orange Avenue to the News-Journal Center.
- (b) **License Area B** is City Island Field.
- (c) **License Area C** is that portion of Beach Street abutting License Area A, including streets and sidewalks unless otherwise specified in the Event Schedules as provided in Section 6.
- (d) **License Area D** is Manatee Island.

The License Areas are depicted on Exhibit A, attached hereto.

Section 4. SCOPE OF LICENSES.

- (a) **Activities permitted in all License Areas.** The following uses and activities will be permitted in all License Areas during DDA Event Hours at the discretion of the DDA:
 - i. Vending of food and beverages, including the sale of alcoholic beverages where the DDA pays the Alcohol Beverage Sales Charge as provided in Section 7(b)(ii).
 - ii. Sale or display of arts, crafts, and DDA Event related items.

- iii. Street performers.
- iv. Placement of tables and chairs for use by attendees.
- v. Live music, and the ancillary right to have temporary stages.

(b) **Street closure.** As to License Area C, unless designated in the Event Schedule as “Sidewalk Only”, the right to close off the License Area from vehicular traffic, provided that the manner and materials used to close off the License Area will be determined by the City, and reasonable access will be maintained for pedestrian through traffic and for City public safety and other personnel and for provision of emergency services.

(c) **Alcoholic Beverage Open Containers.** Consumption and carrying of open containers of alcoholic beverages within the License Area during DDA Event Hours will be permitted.

(d) **Set up and removal.** Set up for permitted uses and activities may begin up to one hour before a DDA Event and removal of all equipment from the License Area shall be completed within one hour after the end of an Event. If the street in License Area C is being closed, the street closure will be completed before set up begins and the street will remain closed until removal of all equipment.

(e) **No property interest.** No property interest is conveyed by this License Agreement.

Section 5. LICENSE CONDITIONS.

(a) **General Conditions.** The uses and activities authorized herein are subject to the following general conditions unless Express Conditions as provided in Section 5(b) provide otherwise:

- i. The DDA shall not charge, or allow any of its members or any other person to charge, an admission fee as a condition of entering or remaining in any part of the License Area.
- ii. Pedestrian traffic, including DDA Event attendees and non-attendees, through the License Area shall not be impeded.
- iii. No glass beverage containers will be permitted in the License Area.
- iv. The DDA will provide sufficient waste receptacles within the License Area, and will keep and maintain the License Area clean and free of debris and waste during its use, and will conduct its use of the License Area in a manner that avoids damage to City property and equipment.
- v. The DDA will provide security within the License Area sufficient to maintain order and protect the safety of the public and City property.

- vi. During its use of the License Area, the DDA will have a responsible supervisor equipped with a functioning cell phone on-site at all times to address compliance problems or other issues. The DDA will ensure that the City is provided with the supervisor's cell phone number prior to each DDA Event. The supervisor must keep the cell phone on his or her person at all times during the use of the License Area.
- vii. The DDA shall provide proof of required insurance.
- viii. All fees and charges shall be paid when due.
- ix. The DDA acknowledges the City's contract for pouring rights with Pepsi Bottling Company, and the exclusive rights provided therein. The DDA will not display, sell, or promote within the License Area, and will not allow their respective vendors, sponsors, or entertainers, to display, sell, or promote within the License Area, beverages or products that would cause the City to breach the pouring rights agreement.
- x. The DDA must provide for complete setup and breakdown for all DDA Events. Breakdown will include post-event cleaning.

(b) **Express Conditions.** The City Manager may impose other conditions on DDA Events consistent with the criteria set forth in §§82-4, 82-6, 82-55, 82-56, 82-59, and 82-60, City Code, upon written notice to the DDA.

Section 6. EVENT SCHEDULES; RESERVATION OF LICENSE AREAS.

(a) **Initial Event Schedule.** The DDA will host DDA Events as identified in the Initial Event Schedule below, and the City will reserve the appropriate License Areas for use by the DDA for all events shown in the Initial Event Schedule, subject to modifications as provided In Section 6(c) and payment of fees when due:

INITIAL EVENT SCHEDULE			
NAME OF EVENT	SCHEDULED EVENT DATE(S)	EVENT HOURS	LICENSE AREA(S) TO BE USED
Riverfront Fridays	4 th Friday every month	4PM – 11PM	A
Wine & Chocolate Walk	2 nd Saturday in February	1PM – 6PM	C - Sidewalk Only
Riverfront Music Festival	4 th Saturday in March	1PM – 9PM	A
Art of the Automobile	3 rd Saturday in May	10AM – 6PM	A & C - Street Closure
Parrot Head Festival	3 rd Saturday in June	1PM – 9PM	B
Riverfront Food & Wine Festival	3 rd Saturday in September	10AM – 8PM	C -Sidewalk Only

Cruise-in and Craft Beer Fest	4 th Saturday in October	10AM – 6PM	A & C - Sidewalk Only
Halifax Art Festival	1 st weekend in November	9AM – 6PM	A & C - Street Closure
Riverfront Holidays	1 st Saturday in December	4PM – 8PM	B & C - Sidewalk Only

(b) **Annual Event Schedule.** Prior to the end of each Fiscal Year, the DDA will provide the City with a proposed Event Schedule for the next Fiscal Year consisting of a list of all proposed DDA Events for the year, including the name of the event, dates, event hours, and License Areas for each. Upon receipt of the proposed Event Schedule, the City will cancel reservation of the License Area for any DDA Event which has been removed from the schedule, and will reserve the appropriate License Area(s) for any new DDA Events, subject to submission of an Event Application as provided in Section 8 and approval by the City, and payment of applicable fees when due. The City will provide the DDA with a final Annual Event Schedule (the “Annual Event Schedule”) showing all DDA Events for the upcoming fiscal year, along with a corresponding Event Fee Invoice as provided in Section 7(c).

(c) **Modification of Event Schedules.** The DDA may modify the Initial or Annual Event Schedule as follows:

- i. The DDA may at any time reschedule a DDA Event, such as where an Event must be postponed due to extreme weather, by written notice to the City. The City will approve the change in the date reserved for such use, provided there are no conflicting uses.
- ii. DDA may at any time cancel an Event by written notice to the City. The DDA will be entitled to a full refund of any Per Event Fees paid for such Event provided that the City receives notice of cancellation at least 10 days before the Event.
- iii. The DDA may at any time propose additional DDA Events by written notice to the City. The City will amend the applicable Event Schedule and reserve the License Areas requested for each additional Event provided there are no conflicting uses, subject to submission of an Event Application as provided in Section 8 and approval by the City.
- iv. The DDA may at any time propose changes in the License Area(s) reserved for any DDA Event by written notice to the City. The City will approve the change in location reserved for such Event, provided there are no conflicting uses.
- v. At the time of modification as provided herein, Per Event Fees will be adjusted to correspond with the modification by refund or additional payment as applicable, and will be due as provided in Section 7.

Section 7. EVENT FEES. The reservation of License Areas for DDA Events is conditioned on the DDA's payment of the Annual Fee and Per Event Fees when due as follows:

(a) **Annual Fee.** An Annual Application and Entertainment Fee of \$385 for the remainder of the current FY due on or before June 1, 2014; and for each year thereafter an Annual Application and Entertainment Fee of \$925 due on or before September 30th.

(b) **Per Event Fee.** A Per Event Fee for each DDA Event in an amount equal to the sum of the Base Charge, the Departmental Service Charge, the Alcohol Beverage Sales Charge, and the Stage Rental/Setup Charge, as provided below:

i. **Base Charge.** The Base Charge for each DDA Event will be determined based on the following table:

BASE CHARGE TABLE		
License Area	Day	Fee
A	Monday –Friday	\$ 150 per day
	Saturday/Sunday	\$ 700 per weekend
B	Monday –Friday	\$ 500 per day
	Saturday/Sunday	\$ 500 per weekend
C – Sidewalk Only.	Monday –Friday	\$ 75 per day
	Saturday/Sunday	\$ 75 per weekend
C – Street Closure.	Monday –Friday	\$1,250 per day
	Saturday/Sunday	\$ 520 per weekend
D	Monday –Friday	\$ 350 per day
	Saturday/Sunday	\$ 500 per weekend

ii. **Alcohol Beverage Sales Charge.** The Alcohol Beverage Sales Charge will be determined as follows:

(1) Riverfront Fridays: \$250.00 annual charge.

(2) For all other DDA Events, the Alcohol Beverage Sales Surcharge will be the sum of the following fees for each License Area where patrons are allowed to carry alcoholic beverages in open containers:

ALCOHOL BEVERAGE SALES CHARGE TABLE	
License Area	Fee
A	\$ 250
B	\$ 250
C - Sidewalk Only.	\$ 50
C - Street Closure.	\$ 500
D	\$ 250

iii. **Stage Rental/Set-Up Charge.** The Stage Rental/Set-up Charge, where applicable, is \$150 per DDA Event.

iv. **Departmental Service Charge.** The Departmental Service Charge, where applicable, will be determined pursuant to the Resolution of the City Commission establishing fees adopted pursuant to § 82-3, City Code (Resolution No. 13-184 Adopting a Fee Schedule for Uses of City Property, as the same may be amended from time to time).

(c) **Per Event Fee Invoice and Payment.** The City will determine estimated Per Event Fees and will send the DDA an Invoice for all amounts due prior to each Event. DDA will pay Per Event Fees prior to the start of the Event. After the Event, the City will send an Invoice payable within 30 days for any additional amount due based on actual services or equipment supplied, or will refund any amount overpaid.

Section 8. EVENT APPLICATION. As to any proposed DDA Event not listed on the Initial Event Schedule, the DDA will submit an Event Application for the City's approval, setting forth the following information:

- (a) The name of the proposed DDA Event.
- (b) The proposed License Area(s), days, and specific hours for the DDA Event.
- (c) The number of persons anticipated to attend the DDA Event.
- (d) A description of the License Area(s) where live music is proposed, the number of bands or other musical acts proposed at each location, and the approximate times at which these acts are anticipated to perform, the nature and configuration of any equipment to be used to amplify or produce sounds in association with these acts, including proposed loudspeaker location and orientation.
- (e) A plan for ensuring the smooth, unimpeded flow of pedestrian traffic, including of attendees and non-attendees of the event.
- (f) A plan for ensuring that DDA Event guests and invitees comply with restrictions on open containers.
- (g) The proposed locations within the License Area of waste receptacles and barricades.
- (h) A plan for provision of first responder, emergency, and other public health and safety services, including proposed facilities and staging area(s) for such services within the License Area(s), where applicable.
- (i) A proposed management and security plan, including the name and contact information of the event's on-site manager, and a description of the kind, number, and proposed deployment of any other event management and security personnel, including any staging areas proposed for the on-site manager and such personnel.
- (j) A plot plan or sketch showing the location of any proposed stages, barricades and other temporary facilities proposed to be located within the License Area.

(k) Any other information reasonably required by the City.

Section 9. EVENT PROMOTION. The DDA will be solely responsible for promoting DDA Events, subject to the City's reasonable approval of promotional materials. The DDA will include the City as an event sponsor in all promotional and marketing materials and advertising content.

Section 10. BANNERS. DDA may place one banner in Riverfront Park at the location immediately adjacent to the International Speedway Bridge for the promotion of any DDA Event. All banners will comply with § 82-152, City Code. The banner may be erected up to two weeks before the corresponding DDA Event, and must be promptly removed after the Event. The DDA will be required to pay the cost of creating, installing, and removing banners, and will be entitled to any banner sponsorship revenue derived for the banners.

Section 11. SUSPENSION OF LICENSE. The City Manager is authorized to immediately and without need for prior notice, suspend the License whenever the use of the License Area(s) by the DDA constitutes an imminent threat to public health, safety, or welfare, or a risk of serious bodily injury to any person, or a risk of substantial damage to City property.

Section 12. INSURANCE. Prior to any DDA Event, the DDA will obtain liability coverage for the License Area in an amount and form approved by the City's Risk Manager. The insurance will name the City as additional insured.

Section 13. INDEMNIFICATION. The DDA hereby indemnifies and holds harmless the City, and the City's officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the DDA's use of any License granted herein.

Section 14. NOTICES: Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City: City Manager
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

To the DDA: Jason Jeffries
Project Manager
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

w/copy to: Robert Abraham, Chair
The City of Daytona Beach
Downtown Development Authority
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

Either Party may designate a change of address by providing the other Party notice in the manner described above.

Section 15. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement without cause by giving written notice to the other Party at least 120 days before the end of the Fiscal Year. Termination will be effective upon the last day of the Fiscal Year in which notice was given.

Section 16. MODIFICATION. Except as otherwise provided herein, no change or modification of this Agreement will be valid unless the same is in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Agreement to be executed in duplicate original.

THE CITY OF DAYTONA BEACH:

By: _____
Derrick L. Henry, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

Date: _____

THE DDA:

By: _____
Bob Abraham, Chair

By: _____
Sheryl A. Cook, Vice Chair

Date: _____

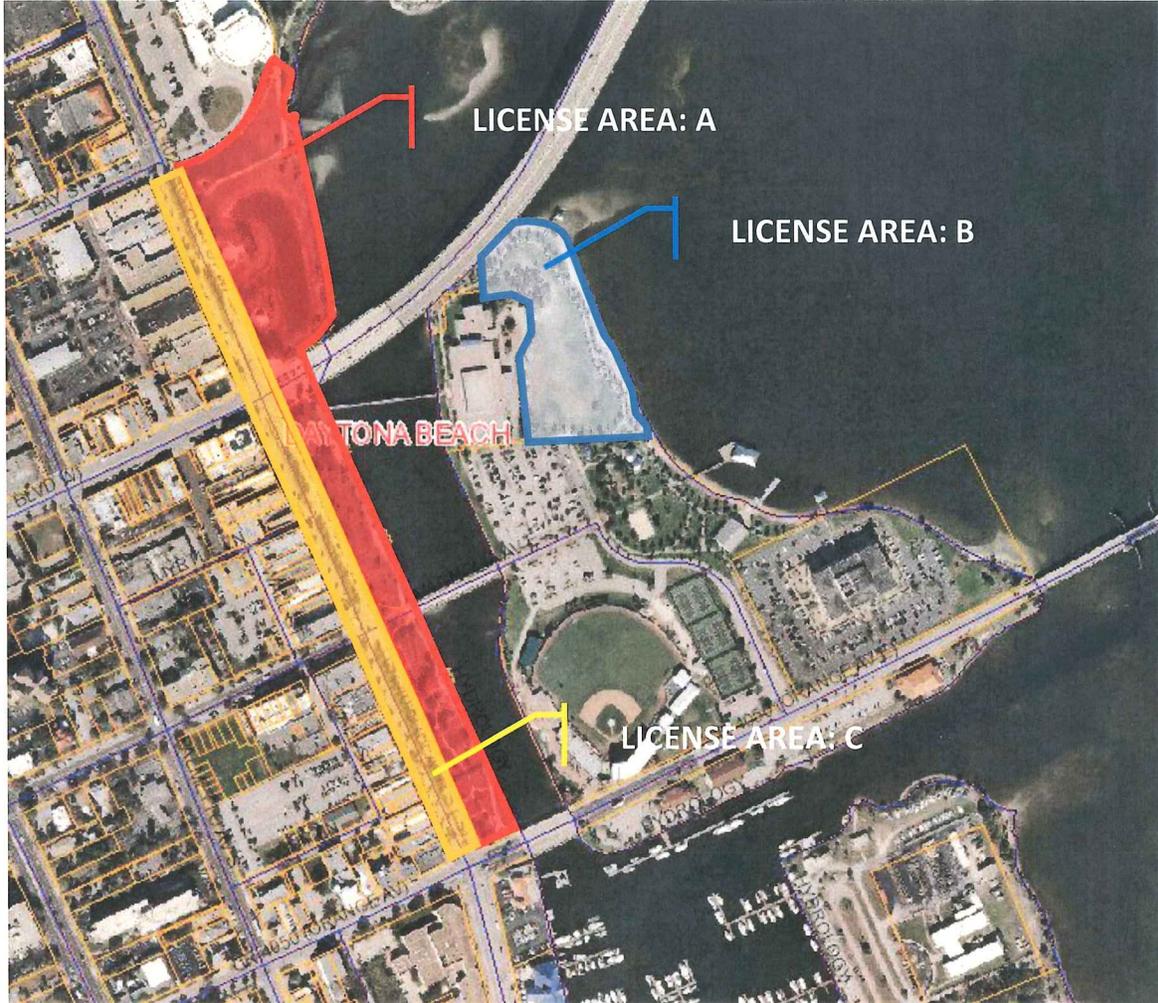
By: _____
Authority Member: _____
Print Name

Approved as to legal form by:

By: _____
Marie Hartman, City Attorney

EXHIBIT A

LICENSE AREAS A - C



LICENSE AREA D

