



City of Deltona

CITY COMMISSION WORKSHOP
MONDAY, FEBRUARY 24, 2014
5:30 P.M.

Mayor
John Masiarczyk

Vice Mayor
Heidi Herzberg
District 3

Commissioners:

Zenaida Denizac
District 1

Webster Barnaby
District 2

Nancy Schleicher
District 4

Fred Lowry
District 5

Chris Nabicht
District 6

City Manager
William D. Denny

2ND FLR CONFERENCE ROOM
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA

AGENDA

1. CALL TO ORDER:

2. ROLL CALL – CITY CLERK:

3. PLEDGE TO THE FLAG:

PUBLIC COMMENTS- Citizen comments limited to items on the agenda and will take place after discussion of each item.

4. BUSINESS:

A. Review of all Deltona Facility Use Agreements (Policy #CC99-004, Guidelines for use of City Facilities & CC004-001, Facility Use and Agreement Requirements).

B. Review of Commission Policy #CC99-005, In-kind Donations to Deltona-based Not-for-Profit entities.

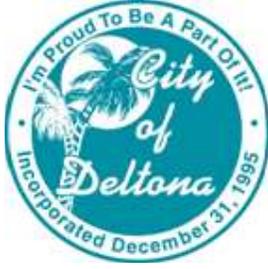
C. Review of Ordinance No. 31-2006, pertaining to street vendors.

5. CITY MANAGER COMMENTS:

6. ADJOURNMENT:

NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 2/24/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Review of all Deltona Facility Use Agreements (Policy #CC99-004, Guidelines for use of City Facilities & CC004-001, Facility Use and Agreement Requirements).

LOCATION:	Citywide
BACKGROUND:	During several of the last Commission meetings, the subject of fees have been discussed along with Facility Usage Agreements. Staff was directed to get with the other Cities in the County and outline the costs associated with each entity.
ORIGINATING DEPARTMENT:	Parks Recreation
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Finance Director, City Attorney
STAFF RECOMMENDATION PRESENTED BY:	N/A - For discussion and direction to staff as necessary.
POTENTIAL MOTION:	N/A - For discussion and direction to staff as necessary.
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• 2014 Volusia Facility County Fees• Facility Use Agreements Summary• Policy #CC99-004 - Guidelines for use of COD Facilities• Resolution No. 2011-04, Pertaining to Facility Use Fees• Policy #CC04-001 - Facility Use Agreement Requirements• Facility Use Agreement Procedures

Description	Debary	Deland	New Smyrna	Port Orange	Daytona	Ormond	Volusia	Deltona Proposed	Deltona Current
Comm. Center	\$105/ 120 2 hr min	\$55 per hour	\$30 per hour	\$100 per hour min. 3 hrs.	\$40 per hour	\$128 per hour	\$50 per hour	\$ 60 per hr 4 hr min	\$45 per hour
Kitchen per event	\$350/400 day	N/A	N/A	N/A	N/A	\$40 per hour	\$10 per hour	\$100 per event	\$50 per event
Meeting Room/ Conference Room	N/A	\$20/40 per hr	\$35 per hour	\$30.00	\$35 per hour	\$24 per hour	\$ 15 per hour	\$30 per hour	\$20 per hour
Gymnasium	N/A	\$30 per hour	N/A	\$50 per hour	\$ 225 1st three hrs \$75 per hr after	\$87 1/2 gym \$174 full gym 2 hr min	N/A	\$35 per hour	\$10 per hour
Picnic Pavilions	\$30 per day	\$20-\$40	\$20 half day; \$40 full day	\$35 for 3 hrs.	\$75 for day	\$64 for 4 hrs	Small \$ 20/35 Large \$35/65	\$35 Half day \$70 Full day	\$ 25 May -Aug 5 hr blocks
Splash Pad	NC	N/A	N/A	N/A	NC	\$58 per 2 hr min	N/A	NC	NC
Soccer Fields									
with lights	\$ 25 per hour	\$475 per 6 hr	\$200 per game	\$20 per hour	\$85 per hour	\$68 per hour	\$15 per hour	\$75 per hour	\$45 per hour
without lights	\$15 per hour	\$375 per 6 hr		\$10 per hour	\$75 per hour	\$30 per hour	\$10 per hour	\$50 per hour	\$35 per hour
Tournament	N/A	N/A	\$300 per field	N/A	N/A	N/A	N/A	\$300 per field	N/A
Softball Baseball Field									
with lights	\$25 per hour	\$85 per hour	\$105 day sftbll	\$20 per hour	\$100 per hour	\$68 per hour	\$15 per hour	\$75 per hour	\$25 per hour
without lights	\$15 per hour	\$ 55 per hour	\$75 4 hour bb	\$10 per hour	\$85 per hour	\$30 per hour	\$10 per hour	\$50 per hour	\$15 per hour
Football Field									
With Lights	\$25 per hour	\$800.00 game	\$2,000 per day	N/A	\$1,200 per gm	\$145 per game	N/A	\$75 per hour	\$45 per hour
Without Lights	\$15 per hour	\$700.00 game			\$1,000 per gm	\$110 per game	N/A	\$50 per hour	\$35 per hour
Concession	N/A	N/A	\$500 per day	N/A		N/A	N/A		

Facility Use Agreements

Contract	Association	Expiration Date
Facility Use Agreement	American Red Cross	Continuous
Facility Use Agreement	Boys and Girls Club	8/1/2014
Facility Use Agreement	Council on Aging	9/30/2014
Facility Use Agreement	Deltona Adult Soccer League	11/2/2015
Facility Use Agreement	Deltona Civic Association	3/6/2014
Facility Use Agreement	Deltona Little League	10/4/2015
Facility Use Agreement	Deltona Lodge # 756	7/8/2014
Facility Use Agreement	Deltona Panthers Youth Tackle Football	10/7/2015
Facility Use Agreement	Deltona Tennis Association	10/22/2015
Facility Use Agreement	Deltona Tennis Association -Summer Rec	10/22/2015
Facility Use Agreement	Deltona United Church of Christ	8/24/2016
Facility Use Agreement	Deltona You Soccer Club	9/9/2015
Facility Use Agreement	Florida Basketball & Volleyball Assoc.	10/29/2015
Facility Use Agreement	Healthy Start Coalition	11/8/2014
Facility Use Agreement	La Iglesia Del Senor	4/4/2014
Facility Use Agreement	New Begginnings House of Worship	4/4/2014
Facility Use Agreement	Okinawa Martial Arts	11/29/2014
Facility Use Agreement	Power in Praise Ministries	4/4/2014
Facility Use Agreement	Stetson Futbol Association	1/21/2016
Facility Use Agreement	Taino Boxing Academy	2/27/2015
Facility Use Agreement	V-CEP	3/4/2015
Facility Use Agreement	West Volusia Pony League	10/4/2015

CITY OF DELTONA COMMISSION POLICY AND PROCEDURE

EFFECTIVE DATE 06-17-02	POLICY NUMBER CC99-004	PAGE NUMBER 1 of 2	SUPERSEDES POLICY Date: N/A
Subject: Guidelines for use of City of Deltona Facilities		Adopted by the Deltona City Commission at the Regular City Commission meeting held on September 9, 1999; revised by the Deltona City Commission on June 5, 2000; revised June 17, 2002 to provide new Facility Fee Schedule and delete references to Fountains Plaza.	

Facilities:

Fire Department Training Room

Capacity:

30

Meetings:

1. Times: Meeting rooms are available Monday through Friday beginning from 8 a.m. to 10:00 p.m. depending on availability.
2. Governmental Meetings: Meeting rooms are free of charge on a first come, first serve basis. City employees or employees of another governmental entity, acting in their official capacity must reserve the space.
3. Non-commercial, Community-Based Group Meetings: Meeting rooms are available once each six-month period free of charge for meetings only.

General Meeting Rules and Information:

1. The user is responsible for providing audio/visual equipment (blackboards, flipcharts, easels), etc.
2. No message center is available
3. User should make all necessary copies before arriving
4. Each user is responsible for returning the room to its original setup and remove all papers and equipment brought in following each meeting.
5. Use of any decoration including balloons of any type must be pre-arranged.
6. Use application forms are available at City Hall, Community Center, Wes Crile Park and the Providence Blvd. Fire Station.

Exceptions:

The City Manager or designee may make exceptions to these guidelines.

CITY OF DELTONA

COMMISSION POLICY AND PROCEDURE

POLICY NUMBER: CC99-004

SUBJECT: Guidelines for use of City facilities

Page: 2 of 2

Facilities:

Capacity:

Community Center	
Kelso Room	50
Sun Room	50
Main Room	250
Wes Crile Park Conference Room	88

Meetings/Functions:

1. Times: Meeting rooms are available through reservations at respective facilities.
2. Facilities are available for meetings or other functions on a cost per hour/half day/ full day basis and are reserved on a first come, first serve basis through the facility office. Rooms may be reserved up to ninety days in advance.

General Meeting/Function Rules and Information:

1. The user is responsible for providing audio/visual equipment (blackboards, flipcharts, easels), etc.
2. The user is responsible for providing any special equipment not readily available through the facility.
3. No message center, fax assistance, or cope service is available.
4. Each user is responsible for returning the room to its original setup and removing all papers and equipment brought in following each meeting.
5. Use of alcohol must be pre-arranged per facility guidelines.
6. Use application forms are available at the respective facilities.

Exceptions:

The City Manager or designee may make exceptions to these guidelines.

RESOLUTION 2011-04

**A RESOLUTION OF THE CITY OF DELTONA, FLORIDA,
PERTAINING TO FACILITY USE FEES; PROVIDING FOR
FEES FOR SERVICES RENDERED BY THE CITY OR FOR
USE OF CITY FACILITIES AND PROPERTY; PROVIDING
FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of Deltona owns and operates certain property and facilities which are suitable for use by others; and

WHEREAS, the City of Deltona is willing to rent those properties and facilities upon the payment of a rental fee and the execution of a use agreement; and

WHEREAS, the residents of Deltona, including the corporate residents of Deltona, support the maintenance and operation of the facilities through tax payments; and

WHEREAS, not-for-profit residents of Deltona that offer programs for Deltona residents support the programing efforts of the City by supplementing the programs implemented by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. The City Manager or the City Manager's designee is authorized to charge a fee for use of City facilities and property as set forth in Section 2 hereof.

Section 2. The uses of City facilities and property for which the City shall charge a fee and the amount of the fee for each use are as follows:

- (a) Building Rental.
 - (1) Resident Not-for-Profit Organizations
 - a. Main Hall of Community Center \$ 40/hour
 - Plus Kitchen Rental \$ 50

City of Deltona
 Resolution No. 2011-04
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- b. Conference Rooms \$ 15/hour
 - c. Arts and Craft Building \$ 20/hour
 - d. Picnic Pavilion \$ 25 per pavilion
 Must be rented in a 4 hour block May - August
 - e. Gymnasium \$ 10/hour
 - f. Campbell Park Building \$ 15/hour
 \$350/year with agreement
- (2) Individual Residents Personal Use
- a. Main Hall of Community Center \$ 45/hour
 Plus Kitchen Rental \$ 50
 - b. Conference Rooms \$ 20/hour
 - c. Arts and Craft Building \$ 25/hour
 - d. Picnic Pavilion \$ 25 per pavilion
 Must be rented in a 4 hour block May - August
 - e. Gymnasium \$ 20/hour
 - f. Campbell Park Building \$ 20/hour
- (3) Resident For Profit Organizations
- a. Main Hall of Community Center \$ 60/hour
 Plus Kitchen Rental \$ 50
 - b. Conference Rooms \$ 25/hour
 - c. Arts and Craft Building \$ 30/hour

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- d. Picnic Pavilion \$ 25 per pavilion
 Must be rented in a 4 hour block May - August
 - e. Gymnasium \$ 30/day
 - f. Campbell Park Building \$ 30/hour
- (4) Non-Resident Not-for-Profits and Individuals Personal Use
- a. Main Hall of Community Center \$ 70/hour
 Plus Kitchen Rental \$ 50
 - b. Conference Rooms \$ 30/hour
 - c. Arts and Craft Building \$ 40/hour
 - d. Picnic Pavilion \$ 25 per pavilion
 Must be rented in a 4 hour block May - August
 - e. Gymnasium \$ 40/hour
 - f. Campbell Park Building \$ 40/hour
- (5) Non-Resident For Profits and Individuals
- a. Main Hall of Community Center \$ 120/hour
 Plus Kitchen Rental \$ 75
 - b. Conference Rooms \$ 55/hour
 - c. Arts and Craft Building \$ 75/hour
 - d. Picnic Pavilion \$ 40 per pavilion
 Must be rented in a 4 hour block May - August
 - e. Gymnasium \$ 75/hour

City of Deltona
 Resolution No. 2011-04
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- | | | |
|-------------------------------------------|------------------------|-----------------------------|
| f. | Campbell Park Building | \$ 75/hour |
| (b) Grounds Rental | | |
| (1) Resident Not-for-Profit Organizations | | |
| a. | Sport Field | \$ 10/hour per field unlit |
| | | \$ 20/hour per field lit |
| | | \$500/season with agreement |
| b. | Dewey O. Boster Field | \$ 15/hour per field unlit |
| | | \$ 25/hour per field lit |
| | | \$500/season with agreement |
| c. | Outdoor Court | \$ 1/hour (reserved) |
| (2) Individual Residents | | |
| a. | Sport Field | \$ 15/hour per field unlit |
| | | \$ 25/hour per field lit |
| b. | Dewey O. Boster Field | \$ 35/hour per field unlit |
| | | \$ 45/hour per field lit |
| c. | Outdoor Court | \$ 1/hour (reserved) |
| (3) Resident For Profit Organizations | | |
| a. | Sport Field | \$ 20/hour per field unlit |
| | | \$ 30/hour per field lit |
| b. | Dewey O. Boster Field | \$ 40/hour per field unlit |
| | | \$ 50/hour per field lit |

City of Deltona
 Resolution No. 2011-04
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- c. Outdoor Court \$ 1/hour (reserved)
- (4) Non-Resident Not-for-Profits and Individuals Personal Use
 - a. Sport Field \$ 25/hour per field unlit
\$ 35/hour per field lit
 - b. Dewey O. Boster Field \$ 45/hour per field unlit
\$ 55/hour per field lit
 - c. Outdoor Court \$ 2/hour (reserved)
- (5) Non-Resident For Profits and Individuals
 - a. Sport Field \$ 55/hour per field unlit
\$ 70/hour per field lit
 - b. Dewey O. Boster Field \$ 75/hour per field unlit
\$ 90/hour per field lit
 - c. Outdoor Court \$ 3/hour (reserved)

Section 3. This resolution shall be without prejudice to existing easements or contractual rights of sports organizations to use specific fields and buildings.

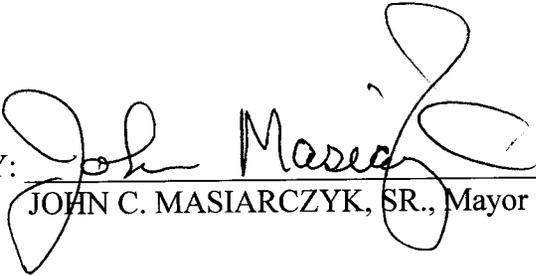
Section 4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this ordinance which can be given effect without the invalid provision or application.

Section 5. Effective Date. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND RESOLVED this ____ day of _____, 2011, by the City

City of Deltona
Resolution No. 2011-04
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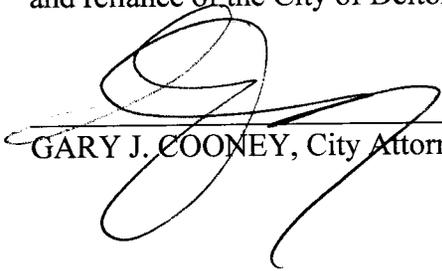
Commission of the City of Deltona, Florida.

BY: 
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:


JOYCE KENT, City Clerk

Approved as to form and legality for use
and reliance of the City of Deltona, Florida:


GARY J. COONEY, City Attorney

NAME	YES	NO
CARMOLINGO	✓	
DENIZAC	✓	
HERZBERG	✓	
LOWRY	✓	
MASIARCZYK	✓	
TREUSCH	✓	
ZISCHKAU	✓	

**CITY OF DELTONA
COMMISSION POLICY AND PROCEDURE**

EFFECTIVE DATE 02-16-04	POLICY NUMBER CC04-001	PAGE NUMBER 1 of 2	SUPERSEDES POLICY Date: N/A
Subject: Facility use and agreement requirements (See Facility Use Agreement Procedures – Approved 10/05/2010)		Adopted by the Deltona City Commission at the Regular City Commission meeting held on February 16, 2004.	

- A. The city of Deltona (“City”) desires to optimize the use of its municipal facilities for public purpose, and to increase the opportunities for adult and youth recreational programs in the City. All lands and improvements thereon dedicated and provided, along with related City services, are for the purpose of advancing these public recreational opportunities. All facilities shall be utilized in a fiscally responsible manner in order to protect the investment of the City residents.
- B. The provisions herein shall apply to all reserved, contracted, or organized uses of any City Park, Pavilion, Community Center, athletic court, playing field, skate park, and such other facility. All uses thereof shall be reserved in advance which will require a written request of intent of use to be provided to the Deltona Park and Recreation Department Director (“Director”), and an application for a use permit or a facility use agreement. These provisions shall not apply to private, individual use of public facilities by member of the public.
- C. Any violation or failure to comply with these provisions or the terms of any use agreement or permit is sufficient ground to terminate or void the use agreement or permit and may result in the ban of the individual, organization, or corporation from reserving use of any City facility.
- D. The director shall have the right and authority to cancel, terminate, and reschedule any reserved use of a park or recreation facility when it is deemed in the public interest by the director. The Director shall have the authority to limit or deny access to any City facility, under his or her control, to prevent excessive use or to avoid permanent damage while preserving the form, function, and purpose of the facility. Use and maintenance of all facilities shall be optimized to provide for recreational opportunities for the community and residents of the City.
- E. Use of any particular City facility shall be on a first come, first serve basis, subject to availability, Use of a facility use agreement or permit does not grant the right to authorize the sale of any goods or services, including food and beverages, at a City facility without written authorization from the Director. Use of a City facility shall comply strictly with all existing park rules and regulations.
- F. No sale, consumption, possession, use, storage, or distribution of any type of alcoholic beverage shall be allowed at any City facility, except the Community Center at which alcohol use shall conform to Chapter 6 of the City Code of Ordinances.
- G. All requests and notices of intent to reserve use of a City facility must be submitted to the Director no later than 15 days prior to, and no earlier than 6 (six) months before, the intended use.

CITY OF DELTONA

COMMISSION POLICY AND PROCEDURE

POLICY NUMBER: CC04-001

SUBJECT: Facility Use and Agreement Requirements

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- H. All reserved contracted or organized use of a City facility will require either a deposit, bond, insurance, or such other form of assurance to guarantee payment for all damages caused or related to the use of the facility, and to indemnify the City against any claims or court action for damages as a result of such use.
- H. A request for reservation of a City facility shall be determined within five (5) work days after the request is received. The amounts of all usage fees, deposits, bonds, insurance, cancellation charges, and rental rates shall be determined by the Facility Fee Schedule. Only the City Commission shall have the power to waive or modify fees, charges bonds, insurance, deposits, or rental charges.
- I. Each league and tournament use of a City playing field or City facility shall be limited to a single facility, be approved by the City Commission, and not exceed 80% of any facility use per month unless otherwise approved by the City Commission. Under no circumstance are any organized team practice sessions, league or tournament games permitted to be played at the Deltona Sports Complex located at Dewey Boster Park without prior written approval of the Director.
- J. Written notice of intent to renew an existing facility use agreement must be provided by the user no later than 90 days prior to the expiration of the agreement. Failure to provide proper or adequate notice shall conclusively establish a lack of interest in renewal, and shall act as a waiver thereof.
- K. All reserved, contracted, or organized uses of a City facility must have sufficient personnel to adequately insure the safety, security, and emergency medical needs of its participants and spectators, which shall be provided by the users.
- L. All monies, debts, and obligations to the City must be paid in full, including fees due in accordance to the use agreement, prior to the approval of the agreement or permit and use of a facility. All facility use agreements between any group or organization and the City, longer than six (6) months, shall be subject to approval by the City Commission prior to use of the facility.
- M. Any and all decisions, negotiations, understandings, and agreements made prior to the adoption of this policy and procedure regarding the use of any City facility shall be null and void.



City of Deltona Deltona, Florida



Facility Use Agreement Procedures

In order to ensure compliance with Commission Policy/Procedure Number CC04-001 – Facility Use and Agreement Requirements, provided herein is a manual that outlines the steps to be followed and forms to be used effective October 1, 2010.

Approved: *Keith G. Miller*
City Manager

Date: 10/5/10

PROCEDURE OBJECTIVES. It is the intent of the City of Deltona to:

- Optimize the use of all its municipal facilities for public purposes. All facilities shall be utilized in a fiscally responsible manner in order to protect the investment of the City residents. The objective of this procedure is to establish the proper procedure for handling the *Facility Use Agreement* application process.
- Notify applicable agencies within the designated timeframe that the agreement is about to expire.
- Disallow continued use of City facilities without a valid *Facility Use Agreement* and the required current certificate of insurance in place.
- Have Agreement renewals in place at least fourteen (14) days prior to the expiration date of the previous agreement.

Facility Use Agreement – New Agreement Process:

1. The Contracts Coordinator shall maintain a log of all active *Facility Use Agreements* and their respective expiration dates.
2. A *Facility Use Agreement* shall be required for any facility use of six (6) months or more.
3. In addition to the Facility Use Application, applicants shall provide copies of the following documentation:
 - (a) Non-Profit groups, corporations, organizations or programs:
 - State of Florida Certificate of Corporation Registered Name identifying non-profit status from www.sunbiz.org
 - Articles of Incorporation identifying Board Member name and address
 - Consumer's Certificate of Exemption from the Dept. of Revenue showing Exemption Category 501(c)
 - Federal Identification Number of Organization
 - Certificate of Liability Insurance (See Application Form for required limits)
 - List of coaches, officials, and employees, with copy of drivers licenses attached
 - Most current financial statement (for organizations who receive waiver of facility use fees)
 - Fees charged to and costs related to activity
 - List of all officers of the organization, with copy of drivers licenses attached
 - Copies of Level II background checks on all staff, contracted personnel, employees and board members
 - (b) For-Profit groups, corporations, organizations or programs:
 - Federal identification Number of Organization or Social Security Number for individual operating any "for profit" activity

FACILITY USE AGREEMENTS

These Facility Use Agreement Procedures are in accordance with City Commission Policy No. CC04-001 - Facility Use and Agreement Requirements.

Item 3A

- Fictitious Name Registration from the State of Florida from www.sunbiz.org
 - City of Deltona Business Tax Receipt
 - Certificate of Liability Insurance (See Application Form for required limits)
 - List of coaches, officials, and employees, with copy of drivers licenses attached
 - Fees charged and costs related to activity
 - List of all officers of the organization, with copy of drivers licenses attached
 - Copies of Level II background checks on all staff, contracted personnel, employees and board members
4. The Facility Coordinator shall:
- Obtain all of the documentation required to process the facility use application;
 - Make sure the applicant is aware of the City's standardized *Facility Use Agreement*. Any request to modify the standardized agreement must be attached on the Addendum Page provided with the application. Such request will be reviewed by the City's Legal Department;
 - Determine the appropriate fee for the facility use as listed in the *Parks & Recreation Policy and Fee Schedule*; and
 - Forward the complete application package with the required documentation to the Parks & Recreation Director or their designee for review and approval.
5. The Parks & Recreation Director or their designee shall verify the application package is complete and shall forward the complete application package to the Contracts Coordinator for processing.
6. The Contracts Coordinator will:
- Verify that all information has been received;
 - Verify the Certificate of Insurance meets the requirements under the agreement;
 - Perform a search of the sexual offender's website at <http://www.fdle.state.fl.us> on all organization members, coaches, officials and staff;
 - Prepare the Agreement and process it through the contracts approval process;
 - Prepare the Agenda Memo for submission to the City Commission for approval;
 - Process the agreement for signatures;
 - Prepare the Authorization to Occupy;
 - Mail an original agreement and the Authorization to Occupy to the user; and
 - Maintain a file with the original Agreement, Authorization, Certificate of Insurance and other supporting documents.
7. The Contracts Coordinator shall monitor the Agreement to ensure the certificate of insurance remains valid throughout the term of the Agreement.

FACILITY USE AGREEMENTS

These Facility Use Agreement Procedures are in accordance with City Commission Policy No. CC04-001 - Facility Use and Agreement Requirements.

Item 3A

8. The Finance Department will be responsible for ensuring that monthly payments are made in accordance with the agreement. All payments are to be sent to: Accounts Receivable, City of Deltona, 2345 Providence Blvd., Deltona, FL, 32725.
9. Fees are due according to the terms of the Agreement. If payment is not made according to the Agreement, the Finance Department will provide notice to the Contracts Coordinator, who will issue a Notice of Cancellation to the organization. A copy of the Notice will be sent to the Parks & Recreation Director. Payment must be made immediately to the City or a Notice to Vacate will be issued.
10. The organization must submit monthly updates to the Parks & Recreation Director as stated under the "Obligations of User" section of the *Facility Use Agreement*.
11. The Parks & Recreation Director shall forward to the Contracts Coordinator the monthly reports that include information updates and/or changes of board members, coaches, contractual personnel, assistants, staff, volunteers and employees. The Contracts Coordinator will perform a search on the sexual offender's website on all added individuals.

Facility Use Agreement – Renewal Process:

An organization with an existing *Facility Use Agreement* may renew through the following procedures, if renewal option language is included in the original Agreement.

1. **First Notice:** Sixty (60) days prior to the expiration date of any Agreement, if the City has not received the required notice of intent to renew from the organization utilizing a City facility, the Contracts Coordinator will send a letter and *Renewal Form* to the organization with regard to the continued use of the City facility. The letter will notify the organization that failure to enter into a new Agreement will result in the organization's discontinued use of the City facility upon the ending date of the Agreement that is up for renewal. If the organization intends to renew the agreement, the completed Renewal Form and all applicable required documentation must be submitted to the Contracts Coordinator no later than 30 days prior to the expiration date of the Agreement.
2. The applicant shall provide the following:
 - Facility Use Renewal Form
 - Certificate of Liability Insurance (See Application Form for required limits)
 - List of coaches, officials, and employees, with copy of drivers licenses attached
 - Fees charged to and costs related to activity
 - Most current financial statement (for organizations who receive waiver of facility use fees)
 - List of all officers of the organization, with copy of drivers licenses attached
 - Copies of Level II background checks on all staff, contracted personnel, employees and board members
 - City of Deltona Business Tax Receipt

FACILITY USE AGREEMENTS

These Facility Use Agreement Procedures are in accordance with City Commission Policy No. CC04-001 - Facility Use and Agreement Requirements.

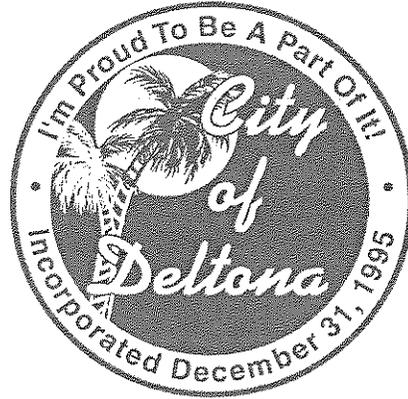
Item 3A

3. In the interim time period between the 60 and 30 days, the Contracts Coordinator will verify with the Parks & Recreation Director that no outstanding issues related to the organization's continued use of City facilities exist.
4. **Second Notice:** If the requested *Renewal Form* and required documentation are not received by the City at least 30 days prior to renewal, the Contracts Coordinator will send a certified letter/return receipt to the organization notifying them that they will no longer be allowed use of the City facility as of the expiration date of the Agreement. A copy of the letter will be sent to the Parks & Recreation Director and the Finance Department.
5. Upon return of the completed *Renewal Form*, the Contracts Coordinator will confirm that all required documentation is provided, and process the renewal. A copy of the *Renewal Form*, along with an *Authorization to Occupy* will be mailed to the organization. A copy will be provided to the Finance Department and the Parks & Recreation Director.
6. If documentation is missing or there are questions regarding information contained on the *Renewal Form*, the Contracts Coordinator will contact the agency to obtain the missing information.
7. The Contracts Coordinator shall monitor the Agreement to ensure the certificate of insurance remains valid throughout the term of the Agreement.
8. The Finance Department will be responsible for ensuring that monthly payments are made in accordance with the agreement. All payments are to be sent to: Accounts Receivable, City of Deltona, 2345 Providence Blvd., Deltona, FL, 32725.
9. Fees are due according to the terms of the Agreement. If payment is not made according to the Agreement, the Finance Department will provide notice to the Contracts Coordinator, who will issue a Notice of Cancellation to the organization. A copy of the Notice will be sent to the Parks & Recreation Director. Payment must be made immediately to the City or a Notice to Vacate will be issued.
10. The organization must submit monthly updates to the Parks & Recreation Director as stated under the "Obligations of User" section of the *Facility Use Agreement*.
11. The Parks & Recreation shall forward to the Contracts Coordinator the monthly reports that include information updates and/or changes of board members, coaches, contractual personnel, assistants, staff, volunteers and employees. The Contracts Coordinator will perform a search on the sexual offender's website on all added individuals.

FACILITY USE AGREEMENTS

These Facility Use Agreement Procedures are in accordance with City
Commission Policy No. CC04-001 - Facility Use and Agreement Requirements.

Item 3A



PARKS & RECREATION

Fee Schedule & Policies

Rates effective February 1, 2009

SCOPE

It is the intent and general philosophy of the City of Deltona to provide recreation programs and facilities for its residents, governmental agencies, civic groups and the community at large. Fees have been established to offset the general maintenance, administrative, and direct costs that the City incurs for use of the facilities by others. These include utilities, cleaning, damage repairs and contractual services. The following categories outline the fees for usage. Fees not addressed in this policy will be handled by the Parks and Recreation Director, or his designee, on a case by case basis.

RESERVATIONS

Reservations are accepted on a first come, first served basis. Reservations will not be made in excess of 120 days prior to rental. The City of Deltona reserves the right to refund all monies paid and cancel all reservations and rentals up to 72 hours prior to the reserved date. Reservations for some sports fields may be altered to accommodate practice prior to and during city sponsored league play.

FACILITIES USE CATEGORIES

The following categories prioritize the scheduling and fees assigned to the different levels of community usage. The Parks and Recreation Department and city-wide programs reserve the right to have priority usage of all Parks and Recreation facilities.

Category I:

All **“non-profit”** programs directly or indirectly sponsored by the City of Deltona; or all jointly sponsored programs between private organizations and the City of Deltona; or any personal use by a Deltona resident.

Category II:

All **“non-profit”** programs registered under the provisions of 501(c)(3) whose principle address is located within the City of Deltona limits.

Category III:

All **“non-profit”** programs which are duly registered under the provisions of 501(c)(3) whose principle address is located outside the City of Deltona limits; or any personal use by a non-resident of the City of Deltona.

Category IV:

Any **“for profit”** program; or any program that does not meet the criteria of Categories I, II, or III.

Only the City Commission shall have the power to waive or modify fees, charges, bonds, insurance, deposits or rental charges.

FEE SCHEDULE

DELTONA COMMUNITY CENTER
980 Lakeshore Drive

Security Deposit: \$200.00; Kitchen use: \$25.00 plus additional \$25.00 deposit

Main Hall (maximum capacity not to exceed 225 persons)				
Category	I	II	III	IV
Hourly	35.00	55.00	65.00	
5 hours	200.00	300.00	350.00	
Daily	300.00	400.00	450.00	600.00
Kelso Room (maximum capacity not to exceed 25 persons) Sun Room (maximum capacity not to exceed 35 persons) Little Red School House - (maximum capacity not to exceed 32 persons)				
Category	I	II	III	IV
Hourly	10.00	15.00	25.00	25.00
5 hours	40.00	65.00	100.00	100.00
Daily	60.00	100.00	135.00	135.00
Craft Building (maximum capacity not to exceed 110 persons/split rooms)				
Category	I	II	III	IV
Hourly	15.00	25.00	35.00	
5 hours	65.00	100.00	150.00	
Daily	85.00	125.00	175.00	250.00

WES CRILE PARK
1537 Norbert Terrace

Gymnasium				
Category	I	II	III	IV
Hourly	15.00	20.00	35.00	
Daily				500.00

Meeting Room				
Category	I	II	III	IV
Hourly	10.00	15.00	25.00	25.00
5 hours	40.00	65.00	100.00	100.00
Daily	60.00	100.00	135.00	135.00

HARRIS M. SAXON COMMUNITY CENTER
2329 California Street

Main Hall (maximum capacity not to exceed ___ persons)				
Category	I	II	III	IV
Hourly	35.00	55.00	65.00	
5 hours	200.00	300.00	350.00	
Daily	300.00	400.00	450.00	600.00
Meeting Room (maximum capacity not to exceed ___ persons)				
Category	I	II	III	IV
Hourly	10.00	15.00	25.00	25.00
5 hours	40.00	65.00	100.00	100.00
Daily	60.00	100.00	135.00	135.00

PICNIC PAVILLIONS

Pavilions are available for reservations for a charge of \$25.00 on a first come, first serve basis.

FESTIVAL GROUNDS RESERVATIONS
191 Howland Blvd.

Category	I	II	III	IV
Hourly	50.00	75.00	100.00	
5 hours	200.00	300.00	400.00	
Daily	300.00	400.00	600.00	1100.00

SPORTS FIELDS RESERVATIONS

Price includes the use of ball field lights

Category	I	II	III	IV
Hourly	10.00	15.00	20.00	250.00

LEAGUES AND EVENTS

City sponsored league fees are set by the Parks and Recreation Director and are determined by the number of participants, number of teams, number of games played, expenses, and awards provided.

Tennis/Basketball/Racquetball/Shuffleboard Court Reservations (Outdoor):

Category	I	II	III	IV
Hourly	1.00	1.00	2.00	2.00

Skate Board Park**Dewey O. Boster Sports Complex****Category A:**

All "non-profit" recreational programs or activities governed by a Facility Use Agreement providing for use of the Dewey O. Boster Sports Complex: No charge if provided in the Facility Use Agreement.

Category B:

All registered 501-C3 "non-profit" groups, organizations, corporations, or programs: \$25.00 per hour per field, \$35.00 per hour per field with lights, \$200.00 per day per field.

Category C: All other groups, organizations, corporations or individuals operating any "for-profit" recreation program or activity; all other individuals, organizations, groups, or corporations not meeting the criteria of categories A or B: \$35.00 per hour per field, \$45.00 per hour per field with lights, \$250.00 per day, per field.

CHECKS OR MONEY ORDERS ONLY. FOR THE SAFETY OF OUR EMPLOYEES, CASH IS NOT ACCEPTED.

RENTAL CANCELLATION POLICY AND REQUIREMENTS

Rentals may be cancelled up to 72 hours prior to the scheduled event by written notice. Notice must be received to be effective. Rentals cancelled within the 72 hour period prior to the event will require forfeiture of the entire security deposit or \$100.00, whichever is less.

All uses thereof shall be reserved in advance which will require a written request of intent of use to be provided to the Deltona Park and Recreation Department Director and/or designee, and an application for a use permit or a facility use agreement. These provisions shall not apply to private, individual use of public facilities by members of the public.

The Parks & Recreation Director shall have the right and authority to cancel, terminate and reschedule any reserved use of a park or recreation facility when it is deemed in the public interest. The Director shall have the authority to limit or deny access to any City facility under his or her control to prevent excessive use or to avoid permanent damage while preserving the form, function and purposes of the facility.

LONG TERM RENTALS

Individuals of organizations wishing to enter into a long-term facility use agreement will receive a 20% discount off of the rate for their particular category. A long-term agreement is for a term of at least six months, with at least 19 meetings or events within the rented facility within that time period. Long term agreements may be renewed each year on such terms as may be agreeable to both parties.

SECURITY DEPOSIT REQUIREMENTS

A security deposit equal to the amount of the rental fee is required upon application and is refunded when all keys and other materials are returned, the facility is found to be in a clean and undamaged condition, and all fixtures are returned to their original locations. No security deposits are required for pavilion rentals.

VIOLATIONS

Any violation or failure to comply with these provisions or the terms of any use agreement or permit is sufficient grounds to terminate or void the use agreement or permit and may result in the ban of the individual, organization, or corporation from reserving use of any City facility.



City of Deltona

Facility Use Agreement Application

Name of Applicant/Organization: _____

Name of Contact Person: _____

Mailing Address: _____

Email Contact Address: _____

Phone: Organization: (____) _____ Home: (____) _____ Cell: (____) _____

FACILITY REQUESTED:

Name of Facility: _____

Type of Activity: _____

Dates of Use: _____

Time of Use: From: _____ To: _____

DOCUMENTATION TO BE PROVIDED WITH APPLICATION:

“Non-Profit” groups, organizations, corporations or programs, please submit the following documents with your application:

- State of Florida Certificate of Corporation Registered Name identifying non-profit status
- Articles of Incorporation identifying Board Member name and address
- Consumer’s Certificate of Exemption from the Dept. of Revenue showing Exemption Category 501(c)3
- Federal Identification Number of Organization
- Certificate of Liability Insurance (please read Insurance Requirements on page 2)
- List of coaches, officials, and employees, with copy of drivers licenses attached
- Most current financial statement (for organizations who receive waiver of facility use fees)
- Fees charged to and costs related to activity
- List of all officers of organization, with copy of drivers licenses attached
- Proof of Level II background checks on all staff, contracted personnel, employees and board members

“For-Profit” groups, organizations, corporations, programs, or individual, please submit the following documents with your application:

- Federal identification Number of Organization operating any “for profit” activity
- Fictitious Name Registration from the State of Florida
- City of Deltona Business Tax Receipt
- Certificate of Liability Insurance (please read Insurance Requirements on page 2)
- List of coaches, officials, and employees, with copy of drivers licenses attached
- Fees charged and costs related to activity
- List of all officers of organization, with copy of drivers licenses attached
- Proof of Level II background checks on all staff, contracted personnel, employees and board members

INSURANCE REQUIREMENTS:

The City of Deltona requires the organization, group or individual utilizing the facility to be covered by insurance. A Certificate of Insurance must be filed with the City of Deltona prior to use of the facility. The Facility User shall provide a Certificate of Insurance from an insurance company rated "Class A" or better by A.M. Best or some other form of assurance approved by the City. **The required insurance shall be evidenced by a Certificate of Insurance identifying the City of Deltona as an additional insured under their general liability policy**, with minimum limits of \$1,000,000.00 per occurrence combined single limit, to include premises/operations, independent contractors, products/completed operations, broad form contractual and personal injury. The insurance company shall be instructed to provide a thirty (30) day notice of cancellation to the City. The City of Deltona requires that original certificates and endorsements be provided before final approval of the Facility Use Agreement.

BACKGROUND CHECKS

To be eligible to utilize a City facility, the City of Deltona requires a Level II Background Screening of all staff, contracted personnel, employees, and board members of organizations who work with or interact with children. Copies of the results of the background screenings must be supplied to the City for verification upon request.

PLEASE READ CAREFULLY BEFORE SIGNING:

I have read and understand the Facility Use requirements and agree to be bound by all policies, rules, regulations and conditions of use.

Applicant Signature: _____ Date: _____

Print Name: _____

Title: _____

Note: Organization cannot occupy the facility until receiving an "Authorization to Occupy".

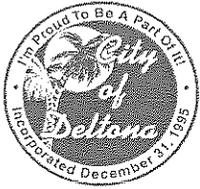
RECEIVED BY CITY OF DELTONA

Name: _____

Date: _____

For Office Use Only:

<i>Facility</i>	<i>Category</i>	<i>Total Hours</i>	<i>Rate per hour</i>	<i>Total Fees</i>



City of Deltona

Facility Use Agreement

RENEWAL FORM

Name of Applicant/Organization: _____

Name of Contact Person: _____

Mailing Address: _____

Email Contact Address: _____

Phone: Organization: (____) _____ Home: (____) _____ Cell: (____) _____

Facility Requested:

Name of Facility: _____

Type of Activity: _____

Dates of Use: _____

Time of Use: From: _____ To: _____

Documentation to be provided with Renewal Letter:

- List of coaches, officials, and employees, including name, address, phone number, qualifications, and certifications, with copy of drivers licenses attached
- Certificate of Liability Insurance as stated on agreement
- Most current financial statement (for organizations who receive waiver of facility use fees)
- Fees charged to and costs related to activity
- List of all officers of organization, with copy of drivers licenses attached
- City of Deltona Business Tax Receipt
- Proof of Level II background checks on all staff, contracted personnel, employees and board members

Note: Organization cannot occupy the facility until receiving an "Authorization to Occupy".

For Office Use Only:

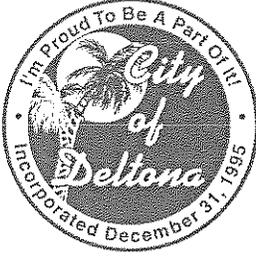
<i>Facility Name/Room</i>	<i>Category</i>	<i>Total Hours per Month</i>	<i>Cost per Hour</i>	<i>Total Fees</i>

Organization Representative: _____ **Date:** _____

Parks and Recreation Director: _____ **Date:** _____

City Manager Approval: _____ **Date:** _____

Please forward the completed and signed package to the Contract's Coordinator for processing.



CITY OF DELTONA AUTHORIZATION TO OCCUPY FACILITY USE

Issued by: Kathy W. Fick, Contracts Coordinator
City Attorney's Office
2345 Providence Blvd., Deltona, FL 32725
Phone: (386) 878-8870 Fax: (386) 878-8871

Issued to:

Facility Name: _____

This Authorization to Occupy is for the above referenced facility and in accordance with all terms and conditions of the Facility Use Agreement between the City of Deltona and the _____, dated _____. The effective date of this Authorization to Occupy is _____ and is valid for a period of one year.

All future correspondence or requests for changes to the contracts should be addressed to the City's Parks & Recreation Director, Steve Moore.

ISSUED BY:

City of Deltona

This _____ day of _____, 2010

By: _____

Title: Contracts Coordinator

{ORGANIZATION}
FACILITY USE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between the CITY OF DELTONA, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida, hereinafter referred to as “City”, and {ORGANIZATION NAME}, a Florida non-profit organization, with its principal place of business located at {ADDRESS}, Deltona, Florida hereinafter referred to as “User”.

WHEREAS, User desires the non-exclusive use of the City-owned {FACILITY NAME} facility located at {FACILITY ADDRESS}, Deltona, Florida, (hereinafter referred to as the “Facility”) for conducting {PURPOSE/ACTIVITY}; and

WHEREAS, the City is desirous of increasing the opportunities for recreational programs and activities for the community; and

WHEREAS, the City finds and determines that the programs, activities, and services rendered to the community by User and the land dedicated and provided by the City does serve a public purpose by providing a location for User to conduct {PURPOSE/ACTIVITY}; and

WHEREAS, the City has and, by these presents, does find and determine that it would be in the best interest of the public health, safety, and welfare to enter into this Agreement for facility use.

NOW, THEREFORE, the parties in consideration of the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Use of Facilities

2.1 The City does hereby agree to allow User the non-exclusive use of {FACILITY} provided that the use of said facility conforms to the covenants and conditions herein contained. Said usage for the facility shall be {DAYS} from {TIMES}. {Said usage shall be consistent with the schedule provided by User and approved by the Parks and Recreation Director or his designee (hereinafter referred to as the “Director”).}

2.2 Use of the facilities during any other time by User shall require the written approval of the Director. User shall submit a typed list of dates and activities to be conducted at the facilities fifteen (15) days prior to commencing the activities which shall be subject to approval or denial by the

Director. City shall have the right to use the facilities anytime the facilities are not in actual use by User.

Article 3. Term

3.1 This Facility Use Agreement (hereinafter referred to as the "Agreement") shall remain in effect for a period of one (1) year from the date made and entered by the parties.

3.2 Written notice must be provided to the City by User of its intent to renew this Agreement on the City-approved Facility Use Renewal Form a minimum of sixty (60) days prior to the expiration of the term of this Agreement.

3.3 Upon receipt of a timely Facility Use Renewal Form, this Agreement may be renewed for one additional year, and may be renewed yearly up to a total of three additional years, upon written acceptance by the City prior to each successive renewal.

Article 4. Payment

4.1 The compensation to be paid by the User to the City shall be at a rate of {\$} per hour, payable on the first day of each month.

4.2 If payment is not made in accordance with this Agreement, a Notice of Cancellation will be issued to the organization.

4.3 All payments shall be sent to the City of Deltona, Accounts Receivable, 2345 Providence Blvd., Deltona, FL 32725.

Article 5. Obligations of City

The City shall be responsible for:

- A. Payment of all utilities at the facilities, subject to the City's right to issue guidelines concerning the usage of all lighted areas; and
- B. Providing adequate trash receptacles at the facilities; and
- C. Coordinating sanctioned activities in an effort to minimize conflict with User's use of the facilities; and
- D. Providing infield materials (clay and sand mixture); and
- E. Providing one training annually on proper field and turf maintenance; and

- F. Providing turf maintenance, including one mowing weekly to ball fields and two annual herbicide, pesticide and fertilizer applications; and
- G. Providing on-going facility preventive maintenance; and
- H. Ensuring buildings, fencing, and restrooms are monitored for cleanliness and safety.

Article 6. Obligations of User

User shall be responsible for:

- A. Coordinating User's activities and providing a representative to act as a liaison to the City for the term of the Agreement; and
- B. Providing adequate personnel, staffing, or volunteers to insure the proper use of the facilities and to provide for the adequate security, safety, and emergency medical needs of all its members, guests, visitors, and participants; and
- C. Maintaining the facilities in a clean and sanitary condition, free of paper and debris, during and after each use including the emptying of all trash containers into dumpsters provided by the City and providing all necessary equipment to maintain or repair all protective screening, netting, fencing and the pitching machine in the batting cage; and checking restrooms during the season daily and all other facility amenities regularly to monitor cleanliness, safety and maintenance concerns; and
- D. Submitting a typed list of names, addresses, phone numbers, qualifications, and certifications of all board members, coaches, and assistants and providing monthly updates of any changes to the list; and
- E. Providing the City with a written statement indicating that every staff member, employee, volunteer or contracted personnel has passed a Level II background check and submitting a copy of the results of each screening; and
- F. Providing any and all necessary equipment required for use of the facilities; and
- G. Repairing any damage to the facility resulting from User's use, even if the City determines that the facility is useable, without regard to the extent of damage, as solely determined by the Director; and
- H. Reporting any known or discovered damage or vandalism to the Director immediately by submitting a written description of the damage or vandalism and a brief statement of the incident, discovery, or cause within 24 hours, to the Director, using the City incident/accident report form; and

- I. Reporting all accidents or injuries occurring at the facilities to any staff, visitor, participant, or other person, to the City immediately by telephone and by submitting a written report of the accident or injury using the City incident/accident report form within 24 hours; and
- J. Refraining from any alteration, advertising, or signs on any fence, building, right-of-way, road, or facilities without the Director's prior written approval, including the distribution or placement of any advertisement related to the use of a City facilities; and
- K. Taking any and all reasonable and prudent steps necessary to be informed of and abide by all ordinances, rules, policies, laws and regulations of the City, State, and Federal government at all times; and
- L. Agreeing to always be in full compliance of all laws, rules, policies, and regulations affecting or applicable to User and its activities and programs; and
- M. Obtaining written permission from the Director prior to the purchase or lease of any equipment to be installed for use at the facilities; and
- N. Obtaining written permission prior to conducting any business, activity or program not approved by the Director in writing; and
- O. Refraining any other person or entity from conducting any type of business or enterprise at the facilities without prior written approval from the Director; and
- P. Allowing the City access to inspect the facilities at any time; and
- Q. Refraining from conducting any practice sessions, practice games, or clinics not expressly authorized under this Agreement without the express written consent of the Director; and
- R. Providing the City with a copy of User rules, regulations, charter, guidelines, and organizational chart, along with rules dictating the conduct of the games, and those used by the coaches and referees, if applicable; and
- S. Retain daily access to the facility and field by the public unless authorized by the Director or when fields are prepared for games; and
- T. Being solely responsible for all losses or damages suffered by User to its operation, equipment and property at the facilities.

Article 7. Insurance

7.1 User, at its own cost and expense, shall have in force, during the term of this Agreement, insurance from an insurance company licensed in the State of Florida and rated "Class A" or better by

A. M. Best or some other form of assurance approved by the City's Risk Manager. User shall not occupy the facility until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

7.2 Commercial General Liability Insurance insuring User against liability arising from its occupancy, use, or operation of the City's facilities necessary or incidental thereto. **User shall name the City as an additional insured under the general liability policy.** Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured-Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts by an umbrella or excess policy) shall be:

\$1,000,000 General Aggregate
 \$1,000,000 Products Liability/Completed Operation Aggregate
 \$1,000,000 Personal and Advertising Injury
 \$1,000,000 Each Occurrence

7.3 Worker's Compensation Insurance, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount provided by an umbrella or excess policy shall be:

Part One-"Statutory" requirements
 Part Two-\$500,000 Each Accident
 \$500,000 Disease-Policy Limit
 \$500,000 Disease Each Employee

7.4 Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00 01) and shall cover User owned, non-owned, and hired autos used in any manner or incidental to the use of the facility. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per each Occurrence-Bodily Injury and Property Damage Combined.

7.5 Property Insurance. User and the City shall each be responsible for maintaining their own property and casualty insurance, regardless of whether User purchases property insurance, and whether the City is wholly, partially or otherwise at fault, or the City is in any way responsible or liable for causation of accidents, injuries or death, in whole or in part, and User hereby expressly waives, releases, and holds the City harmless relative to any cause of action or right of recovery which User may have hereafter against the City for any loss arising out of damage to User's property, whether covered by insurance or not.

7.5 Evidence of Insurance. The required insurance shall be evidenced by a certificate of insurance which must be submitted to the City prior to the effective date of this Agreement. A copy of all notices, from all insurance companies providing coverage, directly or indirectly related to the use of the facilities in this Agreement, must be provided to the City within five (5) days of receipt. All insurance companies shall be instructed to provide thirty (30) day notice of any cancellation to the City. Failure to comply with this section shall render this Agreement null and void. User shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to expiration or termination of such insurance.

Article 8. Special Terms and Conditions

8.1 Termination. The parties may rescind this Facility Use Agreement at any time, for any reason, upon thirty (30) days written notice. Cancellation of this Agreement by User is subject to a reasonable fee for administrative costs by the City.

8.2 Default. Any violation of a provision or term of this Agreement will be considered a default of this Agreement, and if such default is not cured within five (5) days from the date of notice of such default, or if the default cannot be cured, then this Agreement shall terminate and be no longer in effect.

8.3 Dispute Resolution. This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

8.4 Attorneys Fees. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the City shall be entitled to recover all reasonable attorney's fees and costs from User.

8.5 Indemnification. User agrees to, and will at all times, indemnify, save and hold harmless the City, its officers, agents, and employees, from any and all liability, claims, demands, disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), as a result, directly or indirectly, of the use by User and/or its members, guests, visitors, spectators, players, programs and activities.

8.6 Non-Exclusive Agreement. Notwithstanding anything herein that may appear to the contrary, it is expressly understood and agreed upon by the parties that all rights granted under this Agreement are non-exclusive and the City reserves the right to grant similar privileges herein to others at any time. The City shall at all times be allowed to gain access to or use of all facilities. User agrees to provide a copy of keys to all locks used by User to restrict access to any part of a facility.

8.7 Sale of Prohibited Items. User is prohibited from the sale of alcoholic beverages, sexual content materials, and any tobacco related items. No type of advertisement, merchandise or signage related to alcoholic beverages, sexual content materials, or tobacco will be permitted.

8.8 Advertising. All on-site signs, informational kiosks, brochures, promotions or advertisements related to User shall be approved by the Director. User agrees to refrain from any commercial advertising without the Director's written approval.

Article 9. General Conditions

9.1 This Agreement shall be governed by the laws of the State of Florida, as well as applicable County of Volusia and City of Deltona Code of Ordinances and it shall become effective immediately upon execution by both parties hereto.

9.2 Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein. In addition to the terms of this Agreement, both parties agree to be bound by the policies and procedures regarding facility use, as adopted or amended by the City Commission.

9.3 This Agreement may not be assigned or transferred in any manner by User and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

9.4 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

9.6 Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, agreements, activities, or services associated with User or its activities and programs.

9.7 In the event that the performance of this Agreement by the parties is prevented or interrupted as a consequence of any cause beyond the control of the City or User, including but not limited to acts of God or of a public enemy, national or local State of Emergency, allocation of or other governmental restriction upon the use or availability of labor or materials, rationing, civil insurrection, riot, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, wind storm, hurricane, earthquake, or other casualty, disaster, or catastrophe, any governmental rules, acts, laws, ordinances, resolutions, restrictions, regulations, requirements, or orders, acts or actions of any government or public or governmental authority or commission, board, agency, agent, official or officer, the enactment of any

statute, law, ordinance, resolution, regulation, rule, ruling, order, decree, judgment, restraining order or injunction of any court, said parties shall not be liable for such nonperformance.

9.8 The headings used throughout this Agreement are for convenience of reference only and have no significance in the interpretation of the body of this Agreement.

Article 10. Severability and Notice

10.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States mail or sent by facsimile, addressed as follows:

<p>If to User: {NAME} {TITLE} {COMPANY NAME} {ADDRESS} {CITY, STATE, ZIP}</p>	<p>If to City: Steve Moore Parks & Recreation Director City of Deltona 2345 Providence Blvd. Deltona, Florida 32725</p>
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Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery or United States mail, notice of election to change such address.

Article 11. Scope of Agreement

11.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

11.2 This Agreement consists of the following:

This Agreement
 Authorization to Occupy
 Facility Use Application
 Addendum, if any

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2010.

Signed, sealed and delivered in the presence of Witnesses:

By: _____

By: _____

USER:

By: _____

Its: _____

CITY OF DELTONA:

By: _____
FAITH G. MILLER, City Manager

ATTEST:

Date: _____

JOYCE KENT, City Clerk

Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

Approved as to form and legality:

GARY J COONEY, City Attorney



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 2/24/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 4 - B
SUBJECT: Review of Commission Policy #CC99-005, In-kind Donations to Deltona-based Not-for-Profit entities.

LOCATION:	City-Wide
BACKGROUND:	The City Commission has brought up the need to discuss the subject of in-kind donations. Staff was directed to place this topic on a future workshop agenda.
ORIGINATING DEPARTMENT:	Parks Recreation
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Attorney, Parks and Recreation Director
STAFF RECOMMENDATION PRESENTED BY:	N/A - For discussion and direction to staff as necessary.
POTENTIAL MOTION:	N/A - For discussion and direction to staff as necessary.
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Policy #CC99-005 - In-Kind Donations to Deltona-based not-for-profit entities

COMMISSION POLICY/PROCEDURE

EFFECTIVE DATE	POLICY NUMBER	PAGE NUMBER	SUPERSEDES POLICY Dated: 02-07-05
03-07-11	CC99-005	1 of 2	
Subject: In-Kind Donations to Deltona-based not-for-profit entities		Adopted by the Deltona City Commission at the Regular City Commission meeting held on September 8, 1999; revised by the City Commission on July 5, 2000; revised by the City Commission on March 15, 2004; revised by City Commission action on February 7, 2005; revised by City Commission action on March 21, 2011.	

It shall be the policy of the City of Deltona to support Deltona-based not-for-profit entities that sponsor City-wide events for the benefit of all residents. A not-for-profit entity, in accordance with Florida Statutes, §617.01401 (5), shall mean an entity in which no part of the income or profit of which is distributable to its members, directors, or officers.

An entity seeking in-kind services shall submit a special event permit application and a letter of request for specified in-kind services to the Parks & Recreation Department specifying the nature and details of the benefits provided to Deltona residents by such community-wide festival or special event. The entity must also provide an expected attendance number for the event, proposed disposition of any funds raised during the proposed events, and follow the established process and meet all requirements outlined within the City's Code of Ordinances, Chapter 10, *Amusements, Entertainment and Block Parties*, Article III, *Events on City-Owned or Controlled Property*. Letters of request for in-kind donations must be submitted to the Parks & Recreation Department no later than 90 days prior to the scheduled event.

A follow-up report **must be submitted** to the City Commission within thirty (30) days following the conclusion of the special event. Such report shall contain a narrative of the event, and shall also identify the actual number of attendees, any proceeds from the event and the disposition of such proceeds, including a detailed accounting of same, the benefit realized by the City's partnership with the organization for said special event, any difficulties or problems experienced during the event, and any changes suggested for future events. Failure to submit the follow-up report within the required 30-day timeframe will disqualify the agency for funding in the next budget year.

The City Commission, by majority vote, will determine whether or not to provide any or all of the following in-kind services:

1. Fees for permits.
2. Use of City equipment, e.g. barricades, traffic cones, generators, light towers, etc.
3. Costs associated with City staff time to support said special event.
4. Fire and first aid protection calculated at the current hourly rate.
5. Police protection calculated at the current hourly rate.

CITY OF DELTONA
COMMISSION POLICY/PROCEDURE

POLICY NUMBER: CC99-005

**SUBJECT: In-Kind Donations to Deltona-based
not-for-profit entities**

Page: 2 of 2

The maximum total in-kind donations allowed will be based on the expected attendance as follows:

<u>Expected Attendance</u>	<u>Maximum Dollar Value of In-Kind Donations</u>
Up to 100	\$250.00
101 - 200	\$500.00
201 - 300	\$750.00
301 - 400	\$1,000.00
401 - 500	\$1,250.00
501 – 600	\$1,500.00
601 – 700	\$1,750.00
701 – 800	\$2,000.00
801 – 900	\$2,250.00
Above 901	\$2,500.00

Special event requests that exceed these amounts must be annual events approved by line item in the City's Parks and Recreation Department budget for the upcoming fiscal year.

New events, not approved by line item in the City's budget, will be considered on a case by case basis.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 2/24/2014
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - C
SUBJECT: Review of Ordinance No. 31-2006, pertaining to street vendors.

LOCATION:	N/A
BACKGROUND:	The City Commission has brought up the need to discuss the subject of street vendors. Staff was directed to place this topic on a future workshop agenda.
ORIGINATING DEPARTMENT:	Parks Recreation
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Parks and Recreation Director, Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	N/A - For discussion and direction to staff as necessary.
POTENTIAL MOTION:	N/A - For discussion and direction to staff as necessary.
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Ordinance No. 31-2006

ORDINANCE NO. 31-2006

AN ORDINANCE OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, CREATING ARTICLE VI, “STREET VENDORS”; CHAPTER 22, “BUSINESSES”; PROVIDING FOR DEFINITIONS; PROHIBITING STREET VENDORS FROM CONDUCTING BUSINESS ON PUBLIC PROPERTY, PUBLIC RIGHTS-OF-WAY, UNOCCUPIED PRIVATE PROPERTY OR UNDEVELOPED PRIVATE PROPERTY; PROVIDING FOR PENALTIES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Deltona, Florida, has determined that a need exists to regulate business conducted by street vendors within the City limits; and

WHEREAS, Article VIII, Section 2 (b) of the State Constitution states that municipalities shall have the governmental powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission of the City of Deltona may act in accordance with the provisions of Section 166.021(3), Florida Statutes; and

WHEREAS, the City Commission of the City of Deltona finds and concludes that the City is not prohibited from acting on the subject matter of this Ordinance, that the Legislature of the State of Florida may act upon the subject matter of this Ordinance and that the provisions of this Ordinance are not preempted by and are consistent with State Law; and

WHEREAS, this Ordinance is enacted under the general home rule and police powers of the City of Deltona and is not a zoning matter or a land development regulation; and

WHEREAS, the City of Deltona has complied with all requirements and procedures of Florida law in processing, noticing and advertising this Ordinance; and

WHEREAS, the City Commission of the City of Deltona, Florida, finds that the creation of Article VI "*Street Vendors*" of Chapter 22, "*Businesses*" is necessary for the benefit of the health, safety and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, as follows:

SECTION ONE:

Part II, "*Code of Ordinances*", Subpart A, "*General Ordinances*" of the Code of Ordinances of the City of Deltona is hereby amended by creating Article VI, "*Street Vendors*", of Chapter 22. "*Businesses*", and inclusive sections to be numbered sequentially beginning with Section 22-186, which said sections shall read as follows:

Sec. 22-186. DEFINITIONS

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- (1) *Goods* or *merchandise* means any materials or products, including but not limited to fruits, vegetables, or other edible items, souvenirs, trinkets, art objects, and other such items capable of being the object of a sale.
 - (2) *Permanent structure* means a building containing no fewer than four (4) outer walls and a roof enclosing said walls, constructed in accordance with the local building code and a duly issued building permit, and for which occupancy is authorized by a duly issued certificate of occupancy
 - (3) *Street vendor* means a person who sells or offers for sale any goods, services or merchandise from a location other than a permanent structure located in a commercially zoned area. A street vendor does not include anyone that utilizes newspaper, magazine, or other self-service vending machines for the sale of such items.

Sec. 22-187. PROHIBITED ACTS

It shall be unlawful for any street vendor to sell goods, merchandise or services from any public property, public right of way, unoccupied private property, or undeveloped private property within the city limits of the City of Deltona.

Sec. 22-188. PENALTIES

Any person who is found to be in violation of any provision of this chapter for which another penalty is not specifically provided shall immediately cease the activity in violation and may be issued a citation by a City Enforcement Services Officer or law enforcement officer and be punishable by a fine not to exceed \$500.00. Failure to immediately cease the activity in violation may result in arrest by a law enforcement officer under F.S. 901.15(1). For each day that the violation of a provision of this chapter exists, such violation shall constitute a separate offense.

Sec. 22-189. EXCEPTIONS

Nothing herein shall be construed to prohibit the sale of goods and merchandise by vendors on public property during city sponsored special events, festivals or parades or with a permit issued by the City.

SECTION TWO:

Chapter 74, Article III, Section 74-68, Subsections (a) and (b), "*Vending Operations*", of the City's Code of Ordinances is hereby deleted in its entirety.

SECTION THREE:

Chapter 58, Article II, Section 58-31, Subsection d, "*Sales by licensed peddlers*", of the City's Code of Ordinances is hereby deleted in its entirety.

SECTION FOUR: CONFLICTS

All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

SECTION FIVE: SEVERABILITY

In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions of sections of this Ordinance which shall remain in full force and effect.

SECTION SIX: CODIFICATION

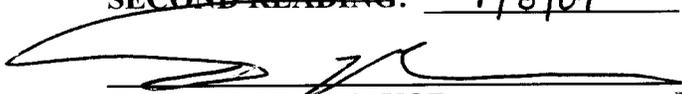
The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance" or similar words, may be changed to "Section", "Article", or other appropriate word.

SECTION SEVEN: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED THIS 8th DAY OF January, 2006.7.

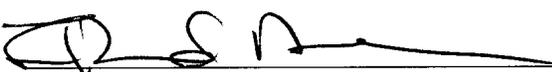
FIRST READING: 12/18/06
ADVERTISED: 12/24/06
SECOND READING: 1/8/07


Dennis Mulder, MAYOR

ATTEST:


Faith G. Miller, MMC, CITY CLERK

Approved as to form and legality for use
and reliance by the City of Deltona, Florida


L. Roland Blossom, CITY ATTORNEY

NAME	YES	NO
CARMOLINGO	✓	
DENIZAC	✓	
DEVETTE	✓	
HARVEY	✓	
McFALL-CONTE	✓	
MULDER	✓	
SANTIAGO	✓	

Item 3C