



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

Robert Abraham  
*Chairman*  
Kelly White  
*Commissioner*  
Sheryl A. Cook  
Joseph H. Hopkins  
Stacey Lipton

## AGENDA

Tuesday, December 13, 2011 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.

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1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes:**
  - a. September 27, 2011 Regular Meeting
  - b. October 17, 2011 Special Meeting
  - c. October 25, 2011 Regular Meeting
  - d. November 8, 2011 Special Meeting
  - e. November 22, 2011 Regular Meeting
  - f. November 29, 2011 Special Meeting
4. **Revised 2011/12 DDA Budget**
5. **Funding Approval: Farmers' Market Liability Insurance**
6. **Funding Approval: Farmers' Market Expenses**
7. **Farmers' Market License Agreement with The City of Daytona Beach**
8. **Farmers' Market Manager Contract with Cheryl Kelley**
9. **Election of Officers for 2012**
10. **Appointment to Downtown / Ballough Road Redevelopment Board**
11. **Staff Update**
12. **Public Comments**
13. **Adjournment**



# THE CITY OF DAYTONA BEACH

## REDEVELOPMENT DIVISION

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### MEMORANDUM

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DATE: December 9, 2011

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Meeting Minutes

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Staff continues to work diligently on completing the past meeting minutes. The following is the status on the meeting minutes:

- a. September 27, 2011 Regular Meeting: will forwarded separately on Monday
- b. October 17, 2011 Special Meeting: included in packet
- c. October 25, 2011 Regular Meeting: included in packet
- d. November 8, 2011 Special Meeting: not ready for Board review
- e. November 22, 2011 Regular Meeting: not ready for Board review
- f. November 29, 2011 Special Meeting: included in packet

I apologize for any inconvenience this may cause.

**DOWNTOWN DEVELOPMENT  
AUTHORITY SPECIAL MEETING  
MINUTES**

**October 17, 2011**

There was a special meeting of the Downtown Development Authority held Tuesday, October 17, 2011 at 9:00 a.m. in Conference Room 149B, 301 South Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

**Board Members**

Mr. Robert Abraham  
Ms. Sheryl Cook  
Mr. Joseph Hopkins  
Ms. Kelly White

**Board Members Absent**

Ms. Stacey Lipton

**Staff Members Present**

Mr. Paul McKittrick, Deputy City Manager/Administrative Services  
Mr. Jason Jeffries, Project Manager  
Mr. Bob Jagger, Deputy City Attorney (left at 10:00)  
Ms. Jeanne Tolley, Redevelopment Technician

**1. Call to Order**

Mr. Abraham called the meeting to order at 9:00 a.m.

**2. Roll Call**

Ms. Tolley called the roll and noted members present as stated above.

**3. Discussion: Farmers' Market**

Mr. Berger stated that farmers and other individuals came to a recent City Commission meeting to express unhappiness about the management of the Farmers' Market. He stated that the City Manager had discussed with the City Commission and other people about whether or not to issue a Request for Proposals to see if there was an organization who could manage the Market. He stated that staff had met with representatives of the DBPA as well as Sheryl Cook and Al Smith to discuss the Market and the DBPA wanted to continue to manage the Market for 6 months to show they could make it a success. He asked permission to speak to vendors to

reaffirm improvement of the Market and to let them know that the City was behind them. Mr. Berger stated he had talked to some vendors but not all of them and he had asked the DBPA for names of vendors who had been at the Market for quite some time. He stated that there were a number of people upset and not happy with the current situation. He stated that he had received a petition signed by most of the vendors listing their grievances. He asked if the DDA was in favor of submitting a proposal to manage the Market and hire someone to oversee its sustainability and growth. He stated if the DDA supported the idea staff would prepare a proposal and present it to the Board.

Mr. Jeffries stated Stacey Lipton was out of town and apologized for her absence. He read an email from her indicating her feelings about the Farmers' Market.

Mr. Hopkins asked if Cheryl Kelley was still the Market manager.

Mr. Berger stated she had resigned and Naomi Weiss was fulfilling the role of manager.

Ms. Cook suggested that Sans Lasseter report on the meeting with herself, Mr. Smith, Mr. Berger, Mr. McKitrick and Mr. Jeffries.

Mr. Abraham stated that were issues to be addressed. He stated first was the ownership issue and who owned the Farmers' Market. He asked if the City Commission considered the RFP what right they had to do that if they did not own the property. He asked if the DDA would supervise the Market on behalf of the City since they had never operated a business. He asked about any contractual agreements with the Market and what would happen with them.

Mr. Jagger stated that the DBPA was given authority by City Commission resolution in 1980 to operate the Market. He stated he would look into other legal issues but there was no contract with the DBPA only a resolution allowing them to operate on City Island.

Mr. Berger stated that they did not typically get into contracts but the important issue was the venue and who owned it. He stated he was not aware of any form of ownership.

Mr. Sans Lasseter stated that he was not familiar with the Farmers' Market. He had been on the Design committee and was Vice President of the DBPA, set to become President. He stated that part of a successful Downtown was a successful market. He stated that he had received a letter of resignation from Cheryl Kelley. He stated that if a farmer did not show up on a particular Saturday Ms. Kelley allowed another farmer to set up in his space then when the original farmer came he did not have a space. Mr. Lasseter stated he was surprised at the public hearing when it was said that the Market was empty because that was not true. He stated that when DBPA

representatives had met with staff, Mr. McKitrick told them they could respond to the RFP and they planned to do that.

Ms. Naomi Weiss stated that certain vendors were not going to pay because Ciana Maglia had called them and told them the DBPA had no authority over the Market. Ms. Kelley also called vendors and told them not to show up in an effort to show they were not in favor of what was going on. She stated that Ms. Maglia was also at the Market asking vendors to move and set up with her at her market. She stated that some vendors did not know what was going on so they were asking her and the negativity was not good for the Market. Ms. Weiss stated that the previous meeting was an attack on her and the DBPA and she did not want to be in the middle of it.

Mr. Lasseter stated that a contract had been drawn up by Jack White with input from Ms. Maglia and Ms. Kelley. He stated that they both had been asked to stop causing problems but it was still going on. Ms. Lipton's email said that Cheryl Kelley was the person to run the Market but she was causing it to be more divided. She did not work well with the DBPA and they were still waiting for information from her.

Mr. McKitrick stated that since hearing vendor comments at the public hearing he and Mr. Berger had been working with the City Manager to do an RFP.

Mr. Abraham stated that he had raised the question of who owned the Market and was told the City Commission had approved a resolution in 1980 for the DBPA to operate the Market. He stated that the City was in a position to issue an RFP as owner of the Market and if that was done, then the DDA would have to decide if they wanted to submit a response. He stated the DDA had never run a business and he did not know if they had the ability to budget for a business.

Ms. Cook stated the RFP would be like what was done with Bullseye Marketing for holiday marketing.

Mr. Abraham stated the RFP was for a firm to market the Downtown for the post holiday season. He stated if the City issued the RFP for the Market the DDA would be a respondent.

Ms. Cook stated that if the DDA responded then they would need to hire someone to manage the Market.

Mr. Berger stated that staff had the responsibility to take care of the bills and could manage a contract for someone who would have a contract with the DDA for management of the Market.

Ms. White stated that if the City Commission issued an RFP then the DDA would need to decide if they wanted to respond to it.

Mr. Berger stated that staff would draft an RFP to see if there was interest.

Mr. McKittrick stated that Mr. Berger had been tasked with preparing the paperwork for the November 2<sup>nd</sup> meeting. If the DDA, DBPA and others were interested it would go further. If only the DBPA wanted to respond then the contract would be reworked.

Ms. White stated she had come up with the following suggestions:

Operations

signage on banners  
attendance  
names of vendors  
tables and chairs

Finance

accounting system with checks and balances  
invoicing system  
plan to reinvest revenue

Sales and Marketing

recruit vendors and assist current vendors  
coordinate with the Cubs and Downtown restaurants for healthy living (the west side of the County had agriculture and the Market needed to have a relationship with them)

Ms. White stated there needed to be up to date vendor contracts, a vendor handbook and a balance of all types of food. She stated that some of the items could be done by volunteers and City staff. She asked if the DDA had the ability to manage all of those items.

Mr. Abraham asked how the finances would be handled. He stated that each vendor was a business and revenue was rent from the vendors but there were expenses such as advertising and trash pickup.

Mr. Jeffries stated that a separate cost center could be set up under the DDA 140 fund with a monthly report of income and expenses.

Mr. Abraham asked who would suffer any potential losses.

Mr. Berger stated the DDA.

Mr. McKittrick stated he thought if the DDA wanted to manage the Market on their own they could and it would not have to go through the City like the DBPA.

Ms. White stated that the Farmers' Market had never had its own budget and revenue had never been reinvested into the Market but was used for other things.

Ms. Cook stated she was concerned that the DDA gave \$6,000 to hire a Market manager and the vendors were told more money would go into market but that had not happened. She stated there was an issue of accountability.

Ms. White agreed and stated there needed to be a separate entity for the Farmers' Market.

Ms. Cook stated that there used to be a manager who was available with a bathroom key and maps of the area. She stated non-profits had tables and there was music and tables and chairs for customers.

Mr. Abraham asked if the DDA was interested in responding if the City issued an RFP.

Ms. Cook stated she was interested.

Mr. Hopkins stated he would like the DDA to be able to oversee the Market but not manage it.

Mr. Abraham stated that they did not need to take action but needed to let staff know if they were interested.

Ms. Cook stated that from what Mr. Berger and Mr. McKitrick said the DDA needed to tell staff to do the RFP which would take them to the next step then they would vote on it at the meeting the following week.

Mr. Abraham stated that they were not ready to tell the City to do an RFP.

Mr. Berger stated that his discussions with the vendors were to reinforce stability in the Market. He stated there were individuals stirring the pot and he had contacted them and asked them to stop and they needed to let the DBPA do their job.

Mr. Abraham stated that he had received a phone call about the Farmers' Market and he told the person the DDA had no authority over the Market. He stated that he did not want to manage the Farmers' Market and be in a controversial position by people criticizing them.

Ms. White asked who the overseer was for the DDA.

Mr. Abraham stated they were an independent entity.

Mr. Jeffries stated that the Farmers' Market was on City Island and Cultural Services was the overseer for City Island.

Ms. Weiss stated that the DBPA Board of Directors was the overseer for the Farmers' Market and they did reinvest in the Market. She stated that a part time manager said the Market was operating in the black but there was insurance and other expenses to be paid so it did not consistently operate in the black.

Mr. Harshaw stated the DBPA had operated the Market for 30 years and only 4 people had complained so that was not bad. He stated that the vision of the DBPA had changed over the past 4 years. He stated that Chris Challis and Jack White were developers who had the DBPA meeting with developers and cut Ms. Weiss's job short. He stated that they needed to know who owned the Farmers' Market and if the DBPA owned it then they should do the RFP.

Mr. Abraham stated that if the City canceled the lease then the DBPA would have to find private property and the City could put their own market on public property.

Ms. Weiss asked if there was an issue with Ms. White being on the City Commission and crafting an RFP and also being part of the DDA.

Ms. White stated she may have to abstain from voting.

Mr. Abraham stated that if staff wrote the RFP and staff wrote the response then they would not be able to evaluate the proposals.

Mr. Harshaw asked if respondents would need to know financial information about the market.

Mr. Lasseter stated that they would need to look at the business plan.

Mr. Jeffries stated that the City Commission would be voting on the RFP on November 2<sup>nd</sup>. The DDA has a special meeting at 8:00 a.m. on November 8<sup>th</sup> scheduled and could discuss the response to Farmers' Market RFP at that meeting. He stated that Joanne Flick, Purchasing Agent, would be present to walk the Board through the process and would provide scoring sheets for them.

**4. Adjournment**

There being no further business to come before the Board, the meeting was adjourned at 10:25 a.m.

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Mr. Robert Abraham, *Chairman*

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Ms. Jeanne Tolley, *Recording Secretary*

**DOWNTOWN DEVELOPMENT  
AUTHORITY  
MINUTES**

**October 25, 2011**

There was a meeting of the Downtown Development Authority held Tuesday, October 25, 2011 at 8:00 a.m. in Conference Room 149B, 301 South Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

**Board Members**

Mr. Robert Abraham  
Ms. Sheryl Cook  
Mr. Joseph Hopkins  
Ms. Stacey Lipton

**Board Members Absent**

Ms. Kelly White

**Staff Members Present**

Mr. Reed Berger, Redevelopment Director  
Mr. Jason Jeffries, Project Manager  
Mr. Bob Jagger, Deputy City Attorney  
Ms. Jeanne Tolley, Redevelopment Technician  
Ms. Beth Berry, Recording Secretary

**1. Call to Order**

Mr. Abraham called the meeting to order at 8:02 a.m.

**2. Roll Call**

Ms. Berry called the roll and noted members present as stated above.

**3. Approval of Minutes: September 27, 2011**

The minutes not available and would be presented at the next meeting.

**4. Funding Approval: Resort Maps**

Mr. Jeffries stated that Resort Maps submitted a request of \$625 to produce 2012 area resort map. He stated that in the past, the DDA funded marketing and

promoting of Downtown and Resort Maps distributed over 300,000 maps last year. He stated that Angell & Phelps had their own advertising page on the map.

Mr. Abraham asked what the ramifications were if the DDA did not fund the project.

Mr. Jeffries stated that the map was mostly geared toward attracting tourists to businesses on Beach Street.

Ms. Lipton stated that Resort Maps produced distribution figures for a particular location. She stated that each customer of Resort Maps was given a nice holding box. She stated they had a website with trip advisor facts and the map was recognized all along east coast and she definitely thought it was worth the cost.

### **Board Action**

Ms. Lipton made the motion to approve Resort Maps proposal. Ms. Cook seconded the motion and it was approved unanimously (4-0).

## **5. Termination of Grant Agreement with the DBPA & Final Payment**

Mr. Jeffries stated the request before the Board was for the final payment to the DBPA. He stated they had submitted receipts in the amount of \$25,650 for the final quarter and staff reviewed the receipts. He presented the final calculation of all eligible expenses. He stated there were documented 4<sup>th</sup> quarter eligible expenses of \$6,259.48 with an excess of eligible expenses in the amount of \$645 for the previous quarter then \$1,985 was deducted for the items reviewed in the audit that had been paid the Board said that amount would be deducted from the final payment. He stated that the majority of ineligible expenses was related to salaries which was budgeted at \$42,500 and an additional \$14,000 - \$15,000 had been submitted so \$57,000 had been submitted for administrative costs that had a cap of \$42,500. He explained that was done to tie specific activities during the year not to pay for a full time person's salary.

Mr. Abraham stated that \$95,000 was budgeted for the year and in order to pay the amount requested by the DBPA they would have to reallocate funds from different line items.

Mr. Jeffries presented a list of specific activities with administrative costs and stated that throughout the year \$5,500 was capped out in the program office costs, \$270 in town hall costs, \$1,500 in audit costs, \$57,000 administrative costs, \$4,300 in marketing and \$24,000 related to events.

Mr. Abraham stated that the DBPA was requesting the DDA pay the fully budgeted amount and it did not fit into the line item structure.

Mr. Sans Lassiter, representing the DBPA, presented a power point presentation explaining their fourth quarter expenses and a proposal to increase what was reimbursed for salaries. He explained the Director's standard work week was an average of 57 hours excluding hours worked at the Farmer's Market. He stated they had submitted receipts in the amount of \$25,659 but were only reimbursed \$4,929. He stated that the projected amount was grossly underestimated by Staff. He stated that Staff was allowed to transfer funds if needed in certain line items.. He stated that the DBPA has served Downtown for a long time and was moving to be more independent and self-funding.

Mr. Abraham asked about the CRAs role in funding.

Mr. Jeffries stated that the CRA money was related to DBPA funding. He stated that the DDA had an obligation to the CRA to insure that all grant expenditures related to the eligible activities in the Redevelopment Plan.

Mr. Abraham asked if the DDA approved the request if they would be in violation with CRA.

Mr. Jeffries stated that documentation should state the amount of salaried time spent on CRA activities such as marketing and advertising. He concluded that if the DBPA fulfilled its partnership objectives in the work plan with the DDA then the additional salary could be justified. He pointed out that the work plan was approved by the DDA and the DDA must approve adjustments to the budget.

Mr. Lassiter stated that the audit proved the DBPA was on target with work hours and activities done. He also noted that due to the audit there was a loss of staff time gathering records for the auditor.

Ms. Lipton stated that overtime for the director should have been labeled.

Mr. Lassiter stated that overtime was not included.

Ms. Naomi Weiss stated that there was agreed upon documentation of hours according to Audit.

Mr. Hopkins asked if the approved amount was the final amount to be paid.

Ms. Lipton asked if the DBPA was caught up with all of the bills and wanted to be sure no additional bills would be coming in and the DDA be expected to pay them.

Ms. Weiss stated that there would be no more bills submitted. She stated that the News Journal sponsored Downtown until December or January so the DDA could work with the News Journal to advertise on the gang page.

Ms. Lipton stated that she did not want the DDA to end up with any unexpected bills.

Ms. Cook asked if in the past the Board was asked to change line items at end of quarter.

Mr. Jeffries stated that had happened last year but the Board did not pay 100% of the executive director's salary. He stated that his estimations were based on last year's figures.

Mr. Abraham asked what percentage of approved funds for the DBPA would pay for executive director's salary.

Mr. Jeffries stated that 82% of budget went to director's salary which was approximately \$47,000.

Mr. Lassiter stated that the DBPA had never been a fundraising organization.

Mr. Abraham concluded that the DBPA wanted the Board to look at value instead of statistics.

Mr. Lassiter stated that the DBPA hoped to do positive things with less money. He suggested there might be an increase in downtown membership fees and they needed to figure out how to increase their funds by fundraising.

Mr. Abraham stated he understood the DPBA's role as valued volunteers.

Ms. Cook asked when the audit began.

Mr. Jeffries stated the audit started in August.

Ms. Weiss stated there were many weeks when the audit was going on that took a lot of time which explained the increased hours.

Ms. Cook asked about the new insurance figure of \$1,145.88.

Mr. Jeffries stated that the proposed \$1,145.88 was only a quarter of the annual expenditure.

Ms. Cook stated that there was no precedence to go by in changing salaries and that the DDA had never funded 100% of an executive director's salary.

Mr. Abraham stated that before grant agreement there was just a grant with no separate line items.

Ms. Cook felt that the DDA was rushed into making a decision about the DBPA's proposed salary increase.

Mr. Lassiter stated that the DBPA did not get adequate response time either.

Mr. Jeffries stated that Staff received receipts on Friday and had 2 and a half business days to turn it around. He stated he had sent an email requesting invoices from the DBPA.

Ms. Lassiter stated that the DBPA was waiting for invoices but still made the deadline.

Mr. Jagger stated that the hours worked by the DBPA should be accounted for and consistent with the contract. He stated that the grant amount was set up based on the budget proposed by the DBPA and could be amended but he suggested the DDA rely on the budget.

Mr. Lassiter stated that the reason he presented the overtime hours was to show consistencies.

Mr. Abraham stated that the proposed request from the DBPA was slightly under budget.

Mr. Jagger stated he did not think it would be wise for the DDA to pay more than the proposed request.

Mr. Jeffries stated that the request for salary last year was \$53,900 which was close to 88% of the budget.

Mr. Lassiter stated that the proposed amount would help achieve goals.

Ms. Cook stated dues were a part of fundraising.

Mr. Lassiter stated that the DBPA would raise funds in the form of advertising, sponsorships, membership due increases, and breakfast meetings.

Ms. Cook stated that the revenue from higher dues would have helped pay for some of the DBPA's line item expenses.

Mr. Lassiter stated that the DBPA would begin to take steps to set up to become more independent of the DDA.

Ms. Cook asked what the difference was in the salary percentages from the current year and the previous year.

Mr. Jeffries stated there was a difference of a 7% increase and an additional \$10,500 in salaries. He stated the total would be \$16,574.39 which included insurance and deductions.

### **Board Action**

Ms. Lipton made a motion to approve the payment of \$16,574.39 which included insurance and salary increase. Ms. Cook seconded the motion and it was approved unanimously (4-0).

### **6. Staff Update**

Mr. Jeffries stated that Staff was waiting for the Redevelopment Board to get proposed changes to the City's Land Development Code. He stated module 2 dealt with zoning and land uses and module 3 would deal with architectural standards.

Mr. Abraham stated that the Redevelopment Board was making sure that special features of Downtown were included in the City's Land Development Code. He stated that Mr. Jeffries was working closely with the consultant.

Mr. Jeffries stated that the hotel book had been approved and published. He stated that Bullseye marketing was working on promoting the City during the holidays. He stated that Bullseye had their own website where interested people could get the discount card. He noted that the first newsletter for merchants was sent out last week which informed them on the discounts. Mr. Jeffries stated that the radio commercials had aired and new footage of Downtown had been filmed that featured shopping in our hometown. Mr. Jeffries stated the new directories were complete and would be put in the kiosks later in the week.

Mr. Hopkins stated that he saw a full-page ad in the newspaper by Bullseye Marketing that featured Daytona Beach.

Mr. Jeffries stated that it was the gang page which featured the French Market.

Ms. Lipton stated that the page was part of the Downtown Page. She stated that the new DDA logo needed to be used in all ads.

Mr. Jeffries stated that he would work closely with Bullseye Marketing to make sure new logo would be used.

Ms. Cook asked who was in charge of getting the logo put on store ads.

Mr. Jeffries stated he would refer to a merchant list. He stated that before the directory went to print next time he would make sure the logo was used. He

stated the DDA would get an okay from the Redevelopment Board to approve a color palette to be used on the arches.

Ms. Lipton suggested that Staff come up with a color palette to be used by DDA for their logo that could be presented to Design Committee for approval.

**7. Public Comments**

Ms. Lipton stated she would like to see the DDA to place emphasis on the good things in historic Downtown.

Mr. Lassiter stated that he looked forward to working with DDA and appreciated their comments.

**8. Other Business**

Mr. Jeffries stated that the November 8 special meeting was for the review of proposals for marketing. He stated that the DDA would act as a selection committee and receive a scoring sheet with scoring from 1-5.

Ms. Lipton suggested the Board spend more time on goal setting and suggested having a discussion on proposed companies and what the Board's expected goals would be.

Mr. Hopkins stated the Board should pick a firm then implement their goals.

Mr. Jagger stated the Board would not be able to deviate much from proposals.

Ms. Cook asked if Board would be receiving copies of the responses prior to presentations.

Mr. Abraham asked how many proposals were received.

Mr. Jeffries stated two local companies had submitted and the deadline was October 31.

Ms. Lipton asked what the target date was for holiday street decorations.

Mr. Jeffries stated it would take place after the Halifax Art Show.

Ms. Cook stated that the street would be closed on Friday at 3 for the art show.

**Adjournment**

There being no further business to come before the Board, the meeting was adjourned at 9:30 a.m.

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Mr. Robert Abraham, *Chairman*

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Ms. Beth Berry, *Recording Secretary*

**DOWNTOWN DEVELOPMENT  
AUTHORITY SPECIAL MEETING  
MINUTES**

**November 29, 2011**

There was a meeting of the Downtown Development Authority held Tuesday, November 29, 2011 at 8:00 a.m. in Conference Room 149B, 301 South Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

**Board Members**

Mr. Robert Abraham  
Ms. Sheryl Cook  
Mr. Joseph Hopkins  
Ms. Stacey Lipton  
Ms. Kelly White

**Staff Members Present**

Mr. Jason Jeffries, Project Manager  
Mr. Bob Jagger, Deputy City Attorney  
Ms. Jeanne Tolley, Redevelopment Technician

**1. Call to Order**

Mr. Abraham called the meeting to order at 8:00 a.m.

**2. Roll Call**

Ms. Tolley called the roll and noted members present as stated above.

**3. Proposed Farmers Market Manager Contract**

Mr. Jeffries stated that the contract was not in final form but he would review the terms with the Board and would update it with any changes. He stated that the contract was patterned after the job description in the Farmers' Market grant agreement with the DBPA.

Mr. Jagger stated that a few changes had been made. He would review the changes with Mr. Jeffries and Ms. Kelley and it would be finalized once the contract was awarded.

Ms. Cook asked if the contract was based on the amount of time worked.

Mr. Jagger stated no, it was based strictly on a percentage of the gross vendor revenues.

Ms. Cook stated that the RFP response mentioned hours.

Mr. Jeffries stated that was the time that the manager would need to be available.

Mr. Jagger stated that in the contract the manager would be required to be available by phone during business hours as well as 6 hours at the Market.

Mr. Abraham stated that the contract term was 1 year and asked if a 30 day notice could be given at anytime during the term of the contract.

Mr. Jagger stated that it was within 30 days notice of the term at any time.

Mr. Abraham suggested there be a "termination for cause" clause. He asked if everyone was in agreement with 45% of vendor revenues for payment to the manager.

The consensus of the Board was in agreement.

Mr. Abraham asked for a definition of reimbursement of expenses.

Ms. Kelley stated it would be laid out in the agreement with a cap on reimbursements.

Ms. Lipton asked if there was a non-compete clause in case other cities tried to hire Ms. Kelley.

Mr. Jagger suggested 50 miles within 1 year of the term.

Mr. Abraham stated that Florida Law stated reasonable with geographic area and time, presuming reasonable to be 6 months and unreasonable to be 2 years therefore 1 year should be fine. He stated he was not sure about 50 miles.

Mr. Jagger stated that was for example only.

Mr. Jeffries stated that they could use the trade area as was in the Gibbs Report which was the County of Volusia.

Mr. Abraham asked about a voluntary resignation before the end of the 1 year term.

Mr. Jagger stated they could have that option if given notice.

Mr. Abraham asked if the DDA would have to take someone to court if a manager left 6 months after they started working.

Mr. Jagger stated that the Board could add whatever they wanted but they could not force someone to do a job.

Ms. Lipton asked when payments would be made to the manager.

Mr. Jeffries stated that payment would be made at the end of the month based on that month's revenue. He stated he had talked to the Finance Department and the manager would deposit money into the overnight depository then Utility Billing employees would count it and put the funds into the proper account then email himself or Ms. Tolley to let them know the amount. He stated he would present monthly financial reports to the DDA.

Ms. Kelley stated that recruiting vendors was a lot of extra work which was the reason for the pay structure.

Mr. Abraham asked if the position was part time.

Ms. Kelley stated yes. She stated that in the past she worked 25 hours/week but if there were meetings she needed to attend then there would be additional hours. She stated that she previously was only paid for 13 – 14 hours however the proposed structure was not hourly so if there were meetings for her to attend she would not get paid. She explained that payment would be based on performance.

Mr. Jagger stated that there was not a set hourly structure but Ms. Kelley would be required to attend DDA meetings and be available by phone.

Mr. Abraham stated that if the job was not full time, the manager should be able to work elsewhere if it was not competing.

Ms. Lipton asked if there was a backup if Ms. Kelley was out sick.

Mr. Jeffries stated that Redevelopment Staff was listed as backup if the market manager could not be reached.

Ms. Lipton stated if Ms. Kelley was not able to be at the market when money was to be collected then possibly a long time vendor could help out.

Mr. Jagger stated that he would draft the agreement and send it to Mr. Abraham and Ms. Kelley.

Mr. Abraham stated if the DDA was selected they could consider the agreement at a regular meeting.

Ms. Lipton stated she wanted to make sure the end of the contract was not at the end of the year when there was so much going on.

Mr. Abraham asked when they would take over, if the DDA was awarded the contract.

Ms. Kelley stated that there would need to be an interim solution. She stated that she would not want the DDA to be awarded the contract then have someone else still managing the market and possibly talking negatively to the vendors and have no incentive to do well. She stated that January, February and March were important months for the market when new vendors would come in. She stated that they needed to insure that the market was being well run in December, January and February so possibly the City Commission could have City staff manage it until the contract was complete.

Mr. Abraham asked if the City Commission awarded the contract on the 21<sup>st</sup> if they would simultaneously end the license agreement with the DBPA to operate the Farmers' Market and the DDA would immediately take over.

Mr. Jeffries stated that there would be processing time to come up with an agreement between the City and the DDA. He stated there was the possibility that City staff would manage the market until the agreement was signed.

Mr. Jagger stated that the Legal Department had discussed the transition period so that would be addressed at a later time with the Board.

#### **4. Proposed Farmers' Market Rules & Regulations**

Mr. Jeffries presented the proposed rules and regulations. He stated that comments from the Board were included to be sure fresh produce and food items were the focus and to not let the market devolve into a flea market. He stated that the requirement would be to have 70% food.

Ms. Kelley stated that most successful markets had 70% produce and 30% other items such as arts and crafts and the Daytona Beach market currently had 90% produce. She stated that it was difficult to keep arts and crafts vendors. She had looked into arts and crafts vendors and their items had to be hand produced and successful markets did not require contracts with the arts and crafts vendors because they could not make enough items to sell every week or they might want to go to other shows or markets.

Ms. White asked how much the monthly fee would be.

Ms. Kelley stated that if a vendor was at the market for a month it would be \$15/week. If a vendor did not come regularly it would be \$18. She stated that if new vendors stayed through the summer, when it was very slow, she wanted to

drop their rate to \$11/week which would be the same as the long term vendors. She stated that they would need to make a marketing shift in the summer to attract tourists to the market.

Mr. Jeffries stated that there were currently several large produce wholesalers at the market, so the proposed rules and regulations discouraged the addition of more wholesale sellers.

Ms. Kelley stated that she would recruit farmers. She stated there had been a movement to get rid of the wholesalers but they were the vendors who had been there for over 20 years.

Mr. Jeffries stated another issue raised was current vendors selling counterfeit consumer goods such as knock off purses.

Ms. White stated that there was someone who was selling knock off Coach purses and she did not want to compete with the Flea Market.

Ms. Kelley stated that there might be entrepreneurs who would want to try the market before renting a storefront space on Beach Street.

Ms. Lipton asked what would happen if someone of the existing Downtown businesses wanted to participate in the market.

Ms. Kelley stated she would love it. She stated that the St. Augustine market had all of the restaurants in town go to their market. She stated she would love for Angell and Phelps to sell chocolates at the market.

Mr. Abraham stated that adjustments could be made to the rules and regulations throughout the year if needed.

**5. Revised 2011/12 DDA Budget**

Mr. Jeffries presented the budget for the DDA with a proposed separate budget for the Farmers' Market. He stated he did not know if the amendment would need to go for a public hearing at the City Commission but Mr. Jagger was working with Finance and would let them know.

Ms. Kelley stated that she would hope to create a reserve over the first 3 years.

Ms. Lipton stated that Mr. Jeffries and Ms. Kelley did a great job on the Farmers' Market submittal.

**6. Submittal of Response to The City of Daytona Beach Farmers' Market RFP**

Mr. Jeffries presented the submittal response to the RFP.

Mr. Abraham stated that he would take comments section by section.

Management Plan Page 2

Mr. Abraham stated that typos were being corrected regarding fees.

There were no Board comments.

Operational Plan Page 8

There were no Board comments.

Marketing Plan Page 11

There were no Board comments.

Strategic Plan Page 15

Ms. White stated that she had spoken to Mr. Jeffries and had suggestions for Values, as follows:

1. Transparency
2. Acceptability
3. Independence
4. Reinvestment
5. Fresh Food focus

Mr. Abraham agreed with Ms. White's suggestions.

Mr. Hopkins suggested using Ms. White's terms in lieu of sentences on page 15.

Ms. White stated that they could have bullet points or sentences but always needed to come back to values. She stated that sentences would be fine but needed to have the words bolded.

Ms. Lipton suggested #5 state Fresh Food/Plants

Ms. White stated that was getting into a produce mix so possibly #5 should be removed.

Mr. Hopkins suggested simply stating Freshness.

Mr. Jeffries stated that they could have one word then add to it.

Financial Plan Page 17

Mr. Jeffries explained the financial.

There were no Board comments.

Ms. White presented a cover she had come up with for the cover of the RFP and stated that the visual aspect was important to her.

It was the consensus of the Board to use Ms. White's suggestion for a cover page.

Mr. Jeffries stated that he would have copies made and make the required submittals to the Purchasing Department.

**Board Action**

Ms. White made a motion to approve submittal of the response to the RFP. Ms. Cook seconded the motion and it was approved unanimously (5-0).

**7. Public Comments**

Ms. White stated Mr. McKitrick had emailed the City Manager about a picnic during the French Market that turned into a homeless feeding.

Ms. Lipton stated that when she did her next French Market permit application she would ask to be notified of other City Island events.

Ms. Cook stated that a Christmas wreath was down on a light pole at Magnolia Avenue and Beach Street.

Mr. Jeffries stated that he would pick it up and contact CDI.

**8. Adjournment**

There being no further business to come before the Board, the meeting was adjourned at 9:25 a.m.

\_\_\_\_\_  
Mr. Robert Abraham, *Chairman*

\_\_\_\_\_  
Ms. Jeanne Tolley, *Recording Secretary*



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

**ITEM #4**

Robert Abraham  
*Chairman*  
Kelly White  
*Commissioner*  
Sheryl A. Cook  
Joseph H. Hopkins  
Stacey Lipton

**PROPOSED AMENDED 2011 – 2012 BUDGET**

**DDA GENERAL ACTIVITIES**

<b>Item</b>	<b>Total</b>
<b>Professional Services</b>	1,000
<b>Office Supplies</b>	250
<b>Care and Subsistence</b>	400
<b>Professional Memberships</b>	600
<b>Downtown Marketing</b>	42,750
<b>Downtown Events</b>	32,500
<b>Downtown Holidays</b>	20,000
<b>Main Street Program</b>	17,500
<b>Payment to Downtown CRA</b>	31,824
<b>Payment to Farmers' Market Activities</b>	5,000
<b>Total</b>	<b>\$ 151,824</b>

**General Revenue**

Ad Valorem Taxes	\$101,300
Transfer from CRA	31,824
Interest on Investments	200
Appropriation of Fund Balance	<u>18,500</u>
	<b>\$151,824</b>

**FARMERS' MARKET ACTIVITES**

<b>Item</b>	<b>Total</b>
<b>Market Manager</b>	8,440
<b>Manager Supplies</b>	300
<b>Marketing</b>	8,895
<b>Market Events</b>	2,000
<b>Insurance</b>	1,265
<b>Equipment</b>	2,000
<b>Booth Merchandise</b>	750
<b>City Fees</b>	1,000
<b>Total</b>	<b>\$ 24,650</b>

**Farmers' Market Revenue**

Vendor Revenue	\$ 18,750
Market Booth Sales	900
Transfer from DDA General	<u>5,000</u>
	<b>\$ 24,650</b>



# THE CITY OF DAYTONA BEACH

## REDEVELOPMENT DIVISION

POST OFFICE BOX 2451  
DAYTONA BEACH, FLORIDA 32115-2451  
PHONE (386) 671-8180  
Fax (386) 671-8187

### MEMORANDUM

---

DATE: December 9, 2011

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Farmers' Market Liability Insurance

---

To comply with the liability provisions of the license agreement with The City of Daytona Beach to operate the Farmers' Market, the follow proposal for liability insurance has been received from Brown & Brown. The underwriter of the insurance will be Scottsdale Insurance Co.

\$2,000,000 General Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence  
\$100,000 Damage to Premises Rented to You  
\$5,000 Medical Expense

\$500 Deductible BI/PD per Claim including Loss Adjustment Expense

Premium: \$1,000.00  
Fees: \$185.00  
Taxes: \$75.85  
Total Premium: \$1,260.85

The DDA has \$1,265 budgeted in the Farmers' Market Insurance line item for Fiscal Year 2011/12. This is the first and only funding request for this line item for FY 2011/12.



# THE CITY OF DAYTONA BEACH

## REDEVELOPMENT DIVISION

POST OFFICE BOX 2451  
 DAYTONA BEACH, FLORIDA 32115-2451  
 PHONE (386) 671-8180  
 Fax (386) 671-8187

### MEMORANDUM

---

DATE: December 9, 2011

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Farmers' Market Initial Expenses

---

As part of the budget revisions requested in Agenda Item #4, the DDA is transferring \$5,000 to cover initial expenses. The budget amendment to include the Farmers' Market expenses in the DDA budget is not expected to be approved by the City Commission until the end of January 2012. The \$5,000 from the DDA general activities is being requested to cover the following initial expenses:

Manager Supplies:	\$100
Initial Marketing:	\$1,485
Insurance:	\$1,265 (requested in previous agenda item)
Equipment:	\$1,000
Booth Merchandise	\$150
<u>City Fees</u>	<u>\$1,000</u>
Total	\$5,000

## FARMERS' MARKET LICENSE AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (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:

**1. License to Hold Farmer's Market.** The City grants the DDA a license to use the parking lot area located north of the left field wall of Jackie Robinson Ballpark and south of Magnolia Avenue (hereinafter the "License Area") to hold a weekly farmer's market, subject to the DDA's compliance with City Request for Proposals #0112-3330 (the "RFP"), the Proposal submitted by the DDA in response to the RFP, and the provisions of this Agreement. The RFP is incorporated herein as Exhibit A. Exhibit A is not attached but is on file in the Office of the City Clerk. A copy of the Proposal is attached hereto and incorporated herein as Exhibit B.

The License Area is depicted on Exhibit C, attached hereto and incorporated herein by reference. The License Area includes a grassed area of land that may be used from time to time for special market promotions. This area is also depicted on Exhibit C.

No right, title, or interest in the real property is conveyed by this Agreement.

**2. License Term; Renewals.** The initial Term of the License will begin on the Effective Date and end on September 30, 2017. The License will automatically renew for additional Terms of five years each unless terminated for cause as provided below or unless either Party provides the other Party of an intent not to renew at least 90 days before the end of the current five-year Term.

**3. License Fee.** The DDA will pay the City an annual license fee. The annual license fee will be \$1,000 for the 2011-2012 fiscal year ending on September 30, 2012, and \$1,500.00 each fiscal year thereafter. For the 2011-2012 fiscal year the DDA will pay the entire license fee on or before January 15, 2012. Beginning in the 2012 - 2013 fiscal year, the DDA will have the option of paying the fee in a lump sum on or before October 15, or in four equal quarterly installments on October 15, January 15, April 15, and July 15.

Payment of the license fee is in lieu of any outdoor event permit fees that may otherwise be required pursuant to City ordinance, other than (i) banner sponsorship fees if applicable; or (ii) departmental service charges if City services such as police, fire, or public works are required due to attendance or the conduct of a special market promotion as authorized above.

**4. Scope of Use.** The Farmer's Market will be held each Saturday morning from 7 a.m. through 1 p.m. The Market will be open to the public free of charge. The DDA

may provide for set-up and breakdown 1 hour before and 1 hour after Market hours. The DDA will provide and staff a welcome booth during Market hours. The DDA will also present a variety of products for display and sale from a variety of vendors during Market hours. The DDA will use its best efforts to fill the License Area with product display. Sales will be consistent with the farmer's market concept and will be limited to the products displayed. DDA will endeavor to provide a mixture of product types as referenced in Exhibit B.

- a. The DDA will comply with all health, safety, and welfare regulations imposed by State and local laws or regulations, including City ordinances regulating outside sound amplification and flea markets.
- b. The DDA will not suffer or permit waste within the License Area.
- c. The DDA may allow live musical performances as an ancillary attraction while the Market is open, and in conjunction therewith may allow the musicians to sell their music CDs. These performance may not be separately advertised.
- d. The DDA will be required to give the City advance notice when the DDA intends to hold a special market promotion as referenced above. The City may require DDA to obtain City services and pay the appropriate fees in association with these services, in accordance with City ordinances.
- e. In addition, within 180 days after the Effective Date, DDA will cause the Farmer's Market to come into compliance with the following additional restrictions:
  - (1) Vending will consist predominantly of fresh perishable foods. Strong preference in food vending will be given to traditional farmer's market foods such a fresh produce, breads, and seafood; and other perishable food products not readily available in stores such as gourmet-prepared condiments, cheeses, and other gourmet prepared foods, including canned and jarred foods.
  - (2) A limited amount of craft and plant sales, including flower sales, is permitted. No more than 30% of total vendor space will be used for craft and plant sales without the City's prior written approval.
  - (3) All crafts offered for sale must be hand-made, of good quality, and must be offered for sale by the artisans themselves. Crafts may include hand-made musical instruments.
  - (4) Preference in produce and plant sales will be given to growers from Volusia and Flagler County over other growers and over resellers.
  - (5) No services will be offered for sale or displayed from within the Farmer's Market.

One or more of the foregoing use conditions may be temporarily waived or varied by action of the City Commission during major event periods.

**5. Appearance.** At all times while the DDA is operating the Farmers Market, the DDA will maintain the License Area in a neat, clean, and orderly manner. Substandard vendor equipment and furnishings will be prohibited. All vehicles, merchandise, furnishings, and equipment will be removed at the end of each Market day. Permanent service and storage equipment is prohibited. The DDA will provide for adequate waste receptacles and will provide sufficient personnel to pick up garbage and trash during and after the Market's hours. The DDA may request the City to provide waste receptacles and if provided, will be responsible for paying related costs.

**6. Marketing.** The DDA will create and implement an annual marketing plan to promote and advertise the Farmers' Market, with a focus on the customer base within the Downtown Primary Trade Area as described in the Retail Market Analysis for Downtown Daytona Beach Florida prepared by Gibbs Planning Group dated October 2010, a copy of which DDA acknowledges receipt. The DDA will annually submit the proposed marketing plan for City approval with the annual budget. The DDA will diligently advertise and promote the Farmers' Market consistent with Exhibit B.

**7. Market Manager.** The DDA will retain a qualified manager to operate the Farmers' Market, consistent with the Market Manager's duties as listed in Exhibit B.

**8. Market Rules and Regulations.** The DDA will adopt and adhere to rules and regulations for operating the Farmers' Market consistent with the provisions of this Agreement. Initial Rules and Regulations are set forth in Exhibit B. DDA may revise these rules and regulations from time to time so long as they address, among other things, vendor selection criteria and minimum vendor operating requirements, and are consistent with this Agreement.

**9. Budget.** The DDA will include the annual budget for the operation of the Farmers' Market as a component of the DDA's overall budget. The Farmers' market budget will project the annual revenue and provide for all revenue being reinvested into the Farmers' Market consistent with the performance goals referenced below.

**10. Performance Goals.** In operating the Farmer's Market, DDA will use its best efforts to recruit additional vendors, obtain USDA grants, and meet the various other performance goals listed in Exhibit D.

**11. Annual Reporting.** The DDA will provide the City an annual report including a financial statement of revenues and expenses for the prior fiscal year and highlighting the operation of the Farmer's market for the prior fiscal year including the extent to which the Market met the goals referenced in this Agreement. The report will be provided within 60 days after the end of the prior fiscal year, and will include a statement of strategies to be used to accomplish additional goals for the current fiscal year.

**12. Insurance.** Prior to commencing operations 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. The DDA will maintain the required liability insurance at all times while this Agreement is in effect.

**13. Termination for Default.** The City may terminate this Agreement without notice if the DDA is in default. The DDA will be in default if the DDA continues to be in material breach of one or more of the DDA's obligations under this Agreement after the expiration of the Cure Period. The Cure Period is the period commencing on the day that the City provides the DDA written notice of the DDA's material breach with a demand for cure. The Cure Period will be 30 days from the provision of such notice, unless the nature of the breach is such that it cannot be reasonably cured within 30 days, in which instance the Cure Period will be extended by one day for each day beyond the 30 days that the DDA is diligently attempting to cure the breach. The following are examples of a material breach:

- a. Failure to use the License Area for 30 consecutive days, except where use is prohibited or restricted by action of the City or force majeure events.
- b. Violation of any of the terms and conditions of this Agreement or violation of any local, State, or federal laws, ordinances, or regulations applicable to the License Area.
- c. Failure to maintain the primary business use and requisite licenses.
- d. Failure to obtain or maintain insurance.
- e. Continued employment of the Market Manager following the Market Manager's conviction of a felony or for violation of a state, federal, or local law involving moral turpitude.

**14. Termination Without Cause.** Either Party may terminate this Agreement without cause by providing written notice to the other Party 180 days in advance.

**15. Assignments.** This License may not be assigned without prior approval of the City Commission.

**16. Applicability of City Ordinances.** Anything not covered by this Agreement is subject to the applicable provisions of the City's Land Development Code, Code of Ordinances, and any other City ordinances now existing or hereafter adopted.

**17. Conflicts.** In case of any conflict between a provision of this Agreement and an Exhibit, this Agreement will govern.

*--remainder of page intentionally left blank--*

**18. Integration.** This Agreement, including referenced Exhibits, represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either party except as expressly set forth herein, or in other contemporaneous written agreements.

**WHEREFORE**, the Parties have set their hand and seal on the dates referenced below.

**THE CITY**

**THE DDA**

By: \_\_\_\_\_  
Glenn Ritchey, Mayor

By: \_\_\_\_\_  
Bob Abraham, Chair

Attest: \_\_\_\_\_  
Jennifer L. Thomas, City Clerk

By: \_\_\_\_\_  
Sheryl A. Cook, Vice Chair

By: \_\_\_\_\_  
Kelly White, Commissioner

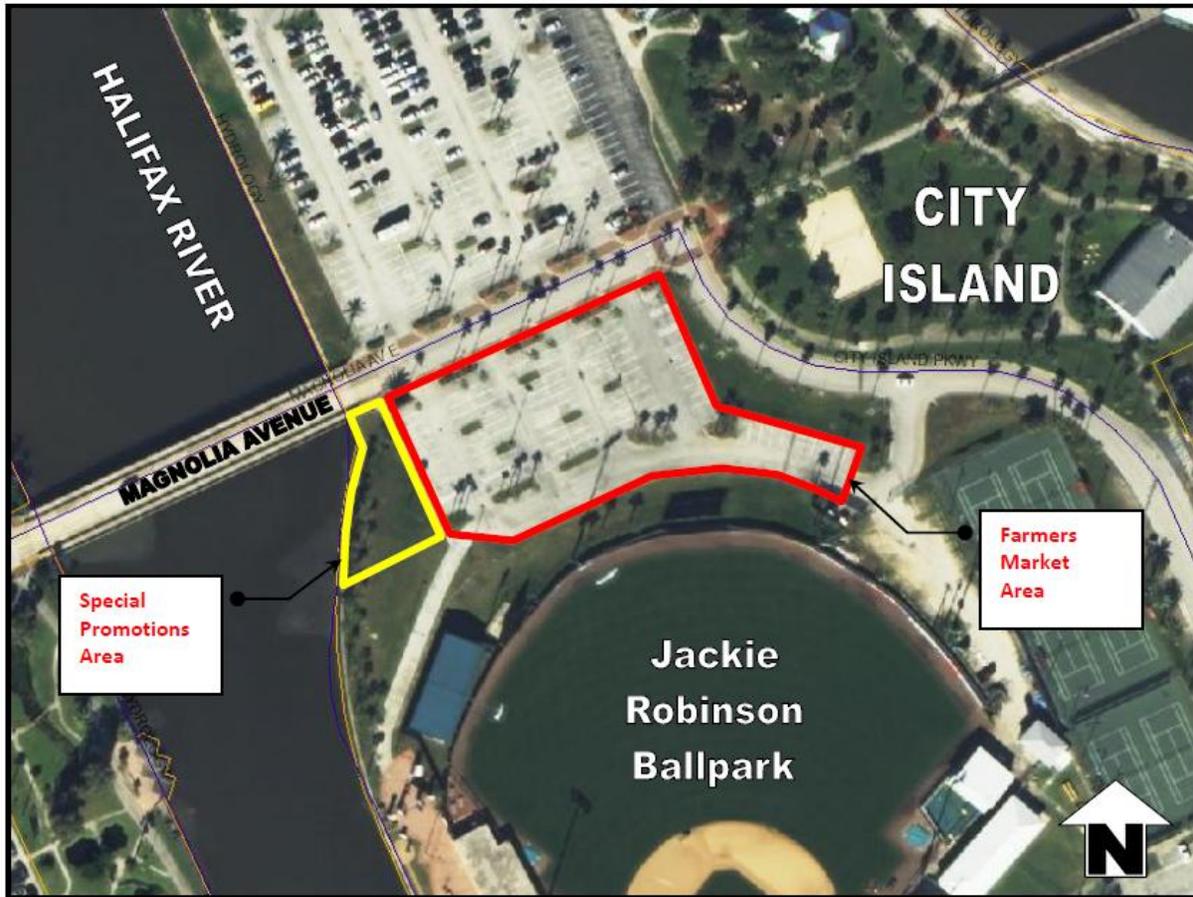
Date: \_\_\_\_\_

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

Approved as to legal form by:

By: \_\_\_\_\_  
Marie Hartman, City Attorney

**EXHIBIT C**  
**Map of License Area**



**EXHIBIT D**  
**PERFORMANCE GOALS**

1. Create the best Farmers' Market in Volusia County as a destination with offerings that include local produce, artisan goods, local artists and performers, and regularly occurring on-site community events.
2. Increase the number of vendors providing local produce and goods selling at the Market.
3. Increase the variety of foods available for purchase at the Market.
4. Develop a website.
5. Increase the number of customers attending the market.
6. Provide effective communication and thorough information for vendors.
7. Reinvest all revenues derived from the operation of the Farmers Market back into the Market.
8. Apply for a USDA grant to implement an EBT payment program at the Market.
9. Provide signage to identify Market vendors.
10. Explore and implement new ideas that will promote the general Downtown Business District.

**CONTRACT FOR MANAGEMENT OF  
PUBLIC FARMER’S MARKET**

The Parties to this Contract are the City of Daytona Beach Downtown Development Authority (the “DDA”) and \_\_\_\_\_ (the “MANAGER”).

WITNESSETH:

WHEREAS, The City of Daytona Beach (the “CITY”) issued RFP # 0112-3330 for operation and management of the Daytona Beach Farmer’s Market on CITY property located north of the Jackie Robinson Ballpark (“the Property”).

WHEREAS, The DDA submitted a proposal in response to the RFP, and as a result the CITY and the DDA have entered into a contract for the operation and management of the Daytona Beach Farmer’s Market, attached hereto and incorporated herein as Attachment 1 (hereinafter the “License Agreement”); and

WHEREAS, the DDA desires to contract with MANAGER to manage, and MANAGER has agreed to manage the continued operation of the Daytona Beach Farmer’s Market in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree, effective on the date the last Party hereto has signed below, as follows:

**Section 1. INCORPORATION.** The recitals above are fully incorporated into these terms and conditions as if fully set forth below.

**Section 2. TERM.** This Contract will be for an initial Term commencing on the Effective Date and ending on September 30, 2012. The Effective Date is the date on which the last Party has signed as shown below. This Contract will automatically renew for additional one-year Terms, unless notice of termination is provided by either Party 30 days prior to the end of the Term or unless terminated as provided below.

**Section 3. SCOPE OF SERVICES.** MANAGER will manage and operate the Farmer’s Market as a first-class farmer’s market which positively reflects on the image of Downtown Daytona Beach, and in a manner consistent with the provisions of the License Agreement. MANAGER’S services include the following:

- A. Establish and provide a Farmer’s Market annual budget for approval by the DDA.
- B. Provide detailed accounting of all income and expenses.
- C. Provide for the efficient operation of the Farmer’s Market.
- D. Recruit vendors at rental rates set by the DDA, subject to compliance with the rules and regulations referenced in the License Agreement.

- E. Coordinate advertising and promotions consistent with the approved budget.
- F. Coordinate with the DDA and/or private companies to secure cleanup of the event.
- G. Obtain police, fire, and traffic services from the CITY as required.
- H. Be on-site during the hours of the operation for the Farmer's Market, including set-up and breakdown.
- I. Ensure compliance by vendors with all Farmer's Market rules established by the DDA.
- J. Maintain detailed supporting documentation, including receipts, invoices, bills, ledgers, or other documentation for all financial transactions authorized by this Agreement.
- K. Report to the DDA at public meetings on the state of the Farmer's Market or other matters as requested by the DDA.
- L. Otherwise ensuring the DDA's compliance with applicable provisions of the License Agreement.

**Section 4. BUDGETING.**

The budget for the 2011-2012 fiscal year that expires on September 30, 2012, is attached hereto and incorporated as Attachment 2. Beginning for the 2012-2013 fiscal year, MANAGER will provide the DDA a proposed budget for the fiscal year beginning on September 1, or before June 1 of the prior fiscal year.

**Section 5. OPERATING EXPENSES.**

- A. MANAGER's reimbursed expenses shall be limited to the line items and in such line item amounts as set in the MANAGER's annual budget adopted by the DDA.
- B. The DDA shall reimburse the MANAGER for budgeted expenses incurred pursuant to this Agreement as determined by the DDA, or DDA's authorized representative, within 15 days of submittal to the DDA of the MANAGER's monthly financial statement.
- C. All equipment, furnishings, supplies, goods, fixtures, or other items purchased by the MANAGER pursuant to this Agreement, shall remain the property of the DDA, and shall not be sold, transferred or disposed of unless authorized by the DDA, or the DDA's representative. All such items shall be returned to the DDA upon termination of this Agreement.
- D. For emergencies only, MANAGER may make an expenditure for procurement of goods or services costing \$1,000 or more, and in such instance MANAGER will report such expenditure as soon thereafter as possible. For all non-emergency procurements costing

in excess of \$1,000, MANAGER will be required to obtain a minimum of three quotes (where applicable) and present these to the DDA for approval.

**Section 6. ACCOUNTING.**

- A. MANAGER will deposit all Farmer's Market revenues received, enclosed in a sealed envelope, clearly marked as "Farmers Market," and in the City Hall, night depository box, within 24 hours of receipt of such funds. MANAGER will also include a daily cash report containing such information as the DDA may require.
- B. DDA, or DDA's representative, may review MANAGER's books and financial records and/or conduct audits of MANAGER's books and financial records upon 24 hours prior written notice.
- C. If MANAGER sells goods from the DDA Farmer's Market booth, such goods shall be (1) approved and supplied by, or at the direction of, the DDA, and at the DDA's cost, and (2) offered for sale at prices approved by the DDA. All revenues from the sale of goods at the DDA Farmer's Market booth shall be accounted for in the financial statements required herein. All deposits shall be made in the same manner herein provided for vendor revenues. MANAGER shall keep a detailed, up-to-date, inventory indicating the number and type of goods on hand, and sold, during the previous month. MANAGER shall maintain receipts for all sales. Such records shall be available for inspection as provided herein. MANAGER shall receive no compensation for the sale of goods at the DDA Farmer's Market booth.

**Section 7. MANAGEMENT FEE.** As consideration for the services provided by MANAGER herein, the DDA will pay MANAGER a Management Fee of 45% of all gross receipts from the rental of vendor spaces within the Farmer's Market.

DDA will pay the Management Fee on or before the 15<sup>th</sup> day of each month, based upon the preceding month's vendor space revenue.

**Section 8. CLEANING, MAINTENANCE, AND REPAIRS.** MANAGER will maintain the Property in clean condition during each Market and promptly restore the Property after the close of the Market. Restoration will include cleaning and any repairs that are required due to MANAGER's failure to comply with this Contract.

**Section 9. ON-SITE MANAGEMENT.** Except in case of illness or with DDA's prior approval MANAGER will be on-site during the conduct of the Market, including set-up, breakdown, and clean up. MANAGER will staff the welcome booth that DDA is required to provide pursuant to the License Agreement. MANAGER will provide for a responsible substitute to be on-site when MANAGER must be absent during the conduct of the Market

The MANAGER will also have a cell phone at all times during the conduct of the Market and normal business hours to address Vendor concerns and to coordinate with DDA.

MANAGER will manage the activity of all vendors to ensure compliance with the provisions of this Contract, the License Agreement, and any rules and regulations adopted by DDA pursuant to the License Agreement.

**Section 10. NON-COMPETE.** MANAGER agrees that she will not manage any other farmer's market within Volusia County for a period of one year after the termination of this Contract for any reason.

**Section 11. TERMINATION:** This Contract will terminate automatically if the License Agreement terminates for any reason.

In addition, the DDA has the right to terminate this Contract without cause upon 30 days written notice to MANAGER. The DDA also has the right to terminate this Contract immediately without prior notice if MANAGER materially breaches its obligations under this Contract or has been convicted of a felony or for violation of a state, federal, or local law involving moral turpitude. involving dishonesty or violence.

**Section 12. 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 DDA: Jason Jeffries  
Project Manager  
The City of Daytona Beach  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

To MANAGER: Cheryl Kelley  
43 Chippingwood Lane  
Ormond Beach, FL 32176

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

Reed Berger  
Redevelopment Director  
The City of Daytona Beach  
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 13. JURISDICTION AND VENUE.** The validity, interpretation, and performance of this Contract shall be controlled and construed under the Laws of the State of Florida. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

**Section 14. NON WAIVER FOR BREACH.** Failure to object to a breach or violation of the above terms of this Contract shall not be construed as a waiver thereof or a waiver of any future breach or subsequent wrongful conduct.

**Section 15. MODIFICATION.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

**Section 16. ASSIGNMENT.** No assignment or subcontracting of MANAGER's rights or obligations herein will be permitted without the DDA's prior written approval.

**Section 17. INTEGRATION.** This Contract, including referenced Attachments, represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either party except as expressly set forth herein, or in other contemporaneous written agreements.

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

**THE DDA**

**MANAGER**

By: \_\_\_\_\_

Robert Abraham, Chair

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Sheryl A. Cook, Vice Chair

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

By: \_\_\_\_\_

Kelly White, Commissioner

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

**ATTACHMENT 2**  
**INITIAL YEAR'S BUDGET**

<b>Item</b>	<b>Total</b>
<b>Market Manager</b>	8,440
<b>Manager Supplies</b>	300
<b>Marketing</b>	8,895
<b>Market Events</b>	2,000
<b>Insurance</b>	1,265
<b>Equipment</b>	2,000
<b>Booth Merchandise</b>	750
<b>City Fees</b>	1,000
<b>Total</b>	<b>\$ 24,650</b>