

**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 21st 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. McKittrick 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*