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

AGENDA

Tuesday, August 21, 2012 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.

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - a. July 24, 2012 Regular Meeting
 - b. July 31, 2012 Special Meeting
4. Farmers' Market Update
5. Farmers' Market Interim Manager
6. Farmers' Market Manager Contract – Noeleen Foster
7. Public Comments
8. Board Comments
9. Adjournment

REMINDER: SEPTEMBER MEETINGS

Budget Hearings:

1st Hearing Wednesday, September 5, 2012 at 6PM –Commission Chambers

2nd Hearing Wednesday, September 19, 2012 at 6PM –Commission Chambers

Regular Meeting:

Wednesday, September 19, 2012 at 4PM – Room 149B

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
Tuesday, July 24, 2012**

A meeting of the Downtown Development Authority was held Tuesday, July 24, 2012, at 8:00 a.m. in Conference Room 149B of 301 S. Ridgewood Avenue, Daytona Beach, FL. The following people were present:

Board Members

Mr. Robert Abraham, Chairman
Ms. Sheryl Cook (arrived at 8:10 a.m.)
Mr. Joseph H. Hopkins
Ms. Kelly White
Ms. Stacey Lipton

Staff Members Present

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

1. Call to Order

Mr. Abraham called the meeting to order at 8:06 a.m.

2. Roll Call

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

3. Approval of Minutes:

a. **June 12, 2012**

Mr. Hopkins made a motion to approve the minutes of June 12, 2012. Ms. Lipton seconded the motion and it was approved unanimously (4-0).

b. **June 26, 2012**

Ms. White made a motion to approve the minutes of June 26, 2012. Mr. Hopkins seconded the motion and it was approved unanimously (4-0).

Ms. Lipton stated that she was not in attendance at the June 26, 2012, meeting and would like to make two comments. First, the minutes reflect a comment made by Mr. Jeffries regarding the use of table cloths at the

Farmers' Market. She stated that she just returned from Charleston where she visited their market and they use uniformed tables all of the same color and table cloths which gave a polished and professional look to the market. She stated it was an item that was adopted for the French Market.

Ms. Lipton stated that the minutes reflected Mr. Jeffries stated that members of the Street Team would assist with set up and take down of the Farmer's Market. She asked if they could also be used for security on the street.

Mr. Jeffries stated that he would talk to the Police Department.

4. Riverfront Shops of Daytona Beach Campaign Launch Update

Mr. Jeffries stated a status report from Gold & Associates was included in the Board packet. He introduced Mr. Gold who provided an update on the campaign.

Mr. Keith Gold stated the website was live and being tested. He asked that merchants and Board members review it and provide feedback. He stated the e-newsletter would go out later in month. He stated he was working on banner design and would be meeting with the CVB on August 1. The newsletter was presented and the features were outlined all of which were previously approved. He stated he would send the link to the website to the Board for their comments and Mr. Jeffries would send the link to the website to the merchants.

Ms. Lipton asked if pictures of events where there were crowds of people could be included in the materials.

Mr. Jeffries stated yes they could be added.

Mr. Gold stated the commercial would be complete in the next couple of weeks.

Mr. John Nicholson, 143 N. Grandview Avenue, stated that a map of the parking areas should be included in the newsletter as well as photos showing people eating outside at the restaurants on Beach Street.

Mr. Gold stated to including the map of the parking areas was a good suggestion.

Ms. Lipton asked if the brochure could be printed.

Mr. Gold stated yes and it could be sent to the Board members with the changes.

Mr. Jeffries stated he would like to have their comments by Friday or Monday and Mr. Gold would need a time to make the revisions. He stated the link would be sent to the merchants the following week to have them review their listing.

Mr. Abraham stated that a lack of response from the merchants would mean they had no comments or changes.

Ms. Lipton stated that Mr. Jeffries should ask the merchants to sign off whether they had no comments or not.

Mr. Jeffries stated he would send out the links through his contact listing so he would have a response when it was opened. The web site would go live the week of August 6 and the television advertising would start the following week and the e-newsletter would go out before the next First Friday.

Ms. Lipton stated she would be at the Home and Garden Show August 24 to August 26. She asked for Mr. Jeffries to provide her with printed materials for distribution at the show.

5. Merchant Co-Op Update

Mr. Jeffries stated that he sent an email to the merchants about what had been adopted by the DDA. He stated July 20 was the deadline for ads in the in-room hotel books but the date would be extended to see if there was interest. Currently, six spaces had been purchased by Angell & Phelps, Votran, and the antique mall. He stated August 15 was the deadline for advertising on the rack card and six of the 12 spaces had been filled.

Ms. Lipton asked if the merchants were happy with what the DDA was doing.

Mr. Jeffries stated that they seemed happy and he felt that a 50% to 60% participation rate was very good. He stated that he had talked to Chuck Smith at Angell & Phelps and he had commented that he was very happy with the changes he had seen in the Downtown during the last year.

Mr. Abraham stated the July 20 deadline had passed and asked what would happen with the website feature and the Downtown loyalty card.

Mr. Jeffries stated there would be the initial launch of the website and he would follow up on the Downtown loyalty card to see if he could get participation.

Mr. Jeffries stated that the in-room hotel book would be an attempt to brand the Riverfront Shops area which had not been promoted in the past.

Mr. Jeffries stated that the next authorization the Board could have to make would be for the purchase of the hotel books which would be presented to the Board once if it was finalized.

Mr. Gold stated that if not as many ads were received as were needed he would create ads for City events, such as the Farmers' Market, to include in the materials.

Ms. White asked about the parameters for the ads and stated she had concerns about what could be included for her personal business.

Mr. Gold stated many merchants used the ads they had developed through the years and he would make suggestions to them.

Ms. Lipton noted that some merchants had not changed their ads in many years and they needed to be updated.

Ms. Cook asked if she could get the Riverfront logo to use in her business advertising.

Mr. Jeffries stated yes he would provide it to her.

Mr. Gold stated it could be downloaded from the website. He noted guidelines need to be developed for the use of the logo.

Ms. Lipton stated that in looking at the News-Journal gang page ad, the Riverfront district was over 6 blocks and was listed as Beach Street. There were businesses on ISB and Magnolia Avenue as well and she felt the area should be promoted as a district.

Mr. Gold agreed.

Mr. Jeffries stated they were promoting the district by creating the name the Riverfront Shops of Daytona Beach.

Ms. Lipton stated that many out of towners thought Beach Street was A1A.

Mr. Gold stated that they needed to have a location description that everyone was comfortable with.

Ms. Lipton stated that when she advertised for the French Market, she referenced Bay St. to Orange Avenue so people knew that was the district.

Mr. Gold stated he would come up with a description.

6. Farmers' Market Update

Mr. Jeffries stated the Rules and Regulations had been provided to the vendors and had been signed and collected. New processes had been established and Ms. Reinecker was taking attendance every week. Mr. Jeffries was also establishing a

new billing system and provided the Board with a revenue report since. He noted that in February, payment was not been made by one of the large vendors and the Mobile Chef had not paid. The vendors would be asked to provide a receipt for payment or determine what arrangements were made with the previous manager.

Mr. Abraham complimented Mr. Jeffries in getting the records finalized.

Ms. White stated she was pleased to see the report presented by Mr. Jeffries.

Ms. Cook also stated she was pleased to see the information.

Mr. Jeffries stated presented an email from Paul Wetzel regarding vendor counts and there was an increase of 7.

Ms. Lipton stated that any food vendor must have their papers with them.

Ms. Reinecker stated that they were responsible for obtaining their papers and must have them displayed. She stated the Market was actively pursued by inspectors.

Mr. Jeffries stated the Rules and Regulations stated it was the vendors' responsibility to have their license papers with them and available if asked by the inspectors to produce them.

Mr. Jeffries stated that he continued to communicate with the vendors and a newsletter would be produced to email to each of them.

Mr. Jeffries stated the grant application was submitted for the Farmer's Market.

7. Farmers' Market Manager Replacement Search

Mr. Jeffries stated that applications had been received for a permanent Farmer's Market Manager. He stated that the application of Alphonza Bush came in after the deadline. The applications of Noeleen Fisner, Nancy Jo Mosser, and Virginia Reinecker were received by the deadline date. Mr. Jeffries asked the Board if they wanted to consider the late application.

Mr. Abraham stated he did not feel it was fair to accept the application that came in after the deadline.

Mr. Hopkins agreed with Mr. Abraham.

Ms. White agreed.

Board Action

Ms. Cook made a motion to accept the three applications that were submitted before the deadline. Mr. Hopkins seconded the motion and it was approved unanimously (5-0).

Mr. Abraham asked if the Board would be available to meet July 31 to conduct the interviews. The Board agreed to meet at 8:30 a.m. on July 31 to conduct interviews of the three applicants.

Mr. Jeffries stated the interviews would be held at 20 minute intervals.

Ms. Cook stated that she would not be available for the next six weeks.

Mr. Jeffries stated that he would notify the applicants of the interview schedule. He would also notify Mr. Bush that he would not be interviewed since he did not meet the application deadline. He stated that he had talked with Personnel to get sample questions that should be asked to each applicant and would provide those to the Board when he received them.

8. Downtown Retail Strategy/Gibbs Planning Group Update

Mr. Jeffries stated he made a presentation to the Redevelopment Board to inform them of the work being done by Gold & Associates. He stated that the video was presented at the Redevelopment Board of the presentation Mr. Gold made to the City Commission. A copy of Mr. Gibbs' report was included in the packet with suggestions on sign standards for the Downtown area. Mr. Gibbs felt that the businesses Downtown should adhere to the new proposed standards.

Mr. Abraham noted that Gold & Associates was attempting to draw pedestrians to the Downtown area and Bob Gibbs was attempting to draw retailers.

Mr. Jeffries stated that Bob Gibbs was in agreement with the direction of the DDA. He noted that Mr. Gibbs was getting a very good response from restaurants and noted that having Joe's Crab Shack in the area was very good for Daytona Beach. Mr. Gibbs had also received an interest from Outfitters, which was a sporting goods store.

Mr. Jeffries stated that he would attend the ICSC show and would be taking materials about the Riverfront District to promote at the show.

Ms. Lipton suggested Mr. Jeffries take a lap top and have the Riverfront Shops website running while at the conference.

Ms. Lipton stated that she had not yet met Mr. Gibbs.

Mr. Jeffries stated that he would coordinate a time for Ms. Lipton and Mr. Gibbs to meet the next time Mr. Gibbs was in Daytona Beach.

Ms. White stated that she had met Mr. Gibbs and thought he was very up-front and honest.

Ms. Lipton stated she felt colors of buildings had more of an impact than the signage.

Mr. Jeffries stated that Mr. Gibbs felt the colors should be brought up to date and felt they should be tans and taupes.

Ms. Lipton stated there had been an emergence of pastel colors on Beach Street. She stated on Bay Street there was a pink building next to an orange building next to a lime building and thought it looked horrible. She felt merchants should take into consideration the colors of adjacent buildings.

Mr. Abraham asked the Board to consider the schedule for August and September. The Board's regular meeting date was August 28, and he would be out of town on August 28. He stated Ms. Cook would not be available in August. He stated that the special meeting had been scheduled for July 31 and asked if the Board wanted to have their regular meeting on August 21. He stated the budget meeting with the City Commission to adopt the millage rate would be September 5. After discussion, the Board agreed to meet on August 21 at 8:00 a.m.

Mr. Abraham stated that the Board must meet in conjunction with the City Commission in September. He stated the Board could schedule their regular September meeting just prior to the evening meeting and then adjourn to meet with the City Commission. Typically, that had been done on the date of the second Commission Meeting which was set for September 19.

Mr. Jeffries stated the event schedule would have to be set and the Board needed to talk about advertising for the holiday season and Gold's contract.

The Board agreed to meet on September 19 at 4:00 p.m.

9. Public Comments

Mr. John Nicholson, 413 N. Grandview Avenue, talked about trolley service to the Downtown area from the beachside. He stated events needed to be scheduled to draw tourists to the area. He noted 3 vendors had left the district and wondered why. He noted that the DDA did not get charged for City Staff and the Main Street Board was overcharged. He felt there may be a change in those charges.

Ms. Reinecker asked if a store in the Downtown area could sell sea shells.

Ms. Lipton stated she sold shells in her store.

Ms. Reinecker asked if a walking tour map could be developed for the Downtown area.

Mr. Abraham stated that he thought a walking tour was a good idea.

10. Board Comments

Ms. Cook stated that the sidewalks were deplorable at the old Ivey's site and need to be cleaned.

Mr. Jeffries stated he will get it cleaned.

Ms. Cook stated the Woolworth's building was open again and asked if they were working to stay within the 3 month guideline for their license.

Mr. Jeffries stated they were supposed to have a fire inspection before they opened and he would talk to the Fire Department to make sure that occurred. The owner was making an attempt to stay within the 3 month guideline and had said she was working to have a restaurant at that location.

Ms. Cook stated that a bridal shop was opening on Beach Street.

Ms. Cook stated there was a major development with the paddle board business. Paddle boards were now considered a vehicle and riders would be required to wear life vests.

Ms. Lipton asked if signs had been ordered to display the park hours.

Mr. Jeffries stated he would follow up with Leisure Services on the placement of the signs.

11. Adjournment

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

Robert Abraham, Chairman

Rebecca Groom
Recording Secretary

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
Tuesday, July 31, 2012**

A special meeting of the Downtown Development Authority was held Tuesday, July 31, 2012, at 8:00 a.m. in Conference Room 149B of 301 S. Ridgewood Avenue, Daytona Beach, FL. The following people were present:

Board Members

Mr. Robert Abraham, Chairman
Mr. Joseph H. Hopkins
Ms. Kelly White
Ms. Stacey Lipton

Board Members Absent

Ms. Sheryl Cook

Staff Members Present

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

1. Call to Order

Mr. Abraham called the meeting to order at 8:10 a.m.

2. Roll Call

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

3. Farmers' Market Manager Replacement Search

Mr. Abraham stated that the purpose of the meeting was to interview the candidates for the Farmers' Market Manager position. He stated that the City had provided the Board Members with proposed questions and guidelines to follow. He stated he would start the questions with the candidates then other Board Members would question them.

Ms. White asked who would monitor the time for the interviews.

Mr. Jeffries stated that Jeanne Tolley would monitor the time for the interviews.

a. Noeleen Foster

Mr. Abraham asked Ms. Foster to provide the Board with information on her background.

Ms. Foster stated that she had experience in the redevelopment area with the City of New Smyrna Beach and worked in previous years organizing business events. She stated she liked the idea of the “buy local” program and would like to be involved in that program.

Mr. Abraham asked Ms. Foster where she lived.

Ms. Foster stated that she lived on the beachside and grew up in the Daytona Beach area.

Mr. Abraham asked when she left employment with the City of New Smyrna Beach.

Ms. Foster stated that she left 1-1/2 years ago when her position was eliminated.

Mr. Abraham asked if her duties were now being performed by someone else.

Ms. Foster stated yes. She stated she had started work on the Brownfield program and worked to obtain grants to fund the program but that program had been set aside. She stated other grant programs were being administered by a secretary.

Mr. Abraham asked if Ms. Foster had been employed since leaving New Smyrna Beach.

Ms. Foster stated that she has been working to develop properties that she owned but would like to once again be involved with the community.

Mr. Abraham asked if Ms. Foster has been actively looking for employment.

Ms. Foster stated there were not many jobs available in the redevelopment area without going to Orlando and she was not interested in commuting. She stated she had been submitting applications in the redevelopment community.

Mr. Abraham asked if she had active applications pending.

Ms. Foster stated the Farmers' Market Manager was the job she was interested in and would prefer to work locally.

Mr. Abraham asked Ms. Foster if she would continue looking for full-time employment if she accepted the position.

Ms. Foster stated that she hoped the Farmers' Market would be so successful that her hours would be expanded. She stated she would propose opening a commercial kitchen and have those kitchens available for rent by local vendors. She stated other communities had developed commercial kitchens through a public-private approach. She stated there were other areas that would help to grow the Farmers' Market.

Ms. White asked Ms. Foster when she had last visited the Farmers' Market and her observations.

Ms. Foster stated it was a friendly experience but she thought some type of shade for the area would be helpful.

Ms. White asked Ms. Foster how she felt her skill set in property management would help her in the Farmers' Market position.

Ms. Foster stated that maintenance was the one issue that was forgotten and on-going management of the day to day operations that was important.

Ms. Lipton asked if Ms. Foster had been bonded for handling money.

Ms. Foster stated she was not bonded for handling money but she was bonded as a notary.

Ms. Lipton asked if Ms. Foster would be willing to do research for agricultural grants.

Ms. Foster stated yes.

Ms. Lipton asked if she was offered the position, what her goals would be.

Ms. Foster stated that she would like to have a more positive image of the Farmers' Market in the community. She suggested adding a musician to add to the atmosphere and getting the community involved by offering space for fundraising teams, such as Relay for Life.

Ms. Lipton asked if Ms. Foster felt she had any contacts that might assist her in bringing more vendors to the Farmers' Market.

Ms. Foster stated that she had many contacts that might help.

Mr. Hopkins stated that he noted on Ms. Foster's resume that she had references from Port Orange and South Daytona and asked for her employment background.

Ms. Foster stated that all of her years of experience had been in New Smyrna Beach.

Mr. Hopkins stated that the commitment for the position was every Saturday in addition to the administrative affairs. He asked about Ms. Foster's commitment to that schedule and how many times she felt during the year she would not be available. He wanted to know if she had other commitments that would detract from that commitment.

Ms. Foster stated she would enjoy having a regular routine and very rarely took time off.

Mr. Hopkins asked if she had worked with Paul Estes.

Ms. Foster stated that she worked with him on the Flagler Streetscape and Canal Street and had a good working relationship.

Mr. Abraham stated that Patty Rippey and Reed Berger were listed as her references. He stated he had been unable to speak with Mr. Berger because he was on vacation. He asked how she knew Mr. Berger.

Ms. Foster stated that she had worked with Mr. Berger as part of a cooperative effort among the area cities involved in CRA's.

Mr. Abraham asked what Ms. Foster saw as her challenges.

Ms. Foster stated that she hoped the Market would get so big that she would not be able to handle it by herself. She stated dealing with extreme weather conditions would be an issue for her and she was not sure how that had been handled in the past. She stated she was good at working through issues and developing teamwork.

Mr. Abraham asked about the administrative and reporting functions.

Ms. Foster asked what equipment would be provided to her. She had a home computer and would have a laptop on site. She stated she was not sure of the procedures for handling funds.

Mr. Abraham stated that Mr. Jeffries received the report from the Manager then it was provided to the Board. He stated that the position was more

than dealing with the vendors. He stated there was a money handling function and a reporting function and the numbers must be compiled.

Ms. Foster stated she would like to have a back-up computer.

Mr. Abraham asked about Ms. Foster's organizational skills.

Ms. Foster stated she felt she was very organized.

Ms. Lipton asked that the physical aspects of the position be explained to Ms. Foster.

Mr. Jeffries stated that the Manager must set up the tent every Saturday at 6:30 a.m. He stated there were two members from the Streets Team of the Salvation Army who help the manager with set up and clean up. He stated the manager was responsible for assigning spaces to make sure the Market appear full.

Ms. Foster asked about product availability at the tent.

Mr. Jeffries stated there was a possibility of selling water and t-shirts with the logo at the manager's tent in order to brand the Farmers' Market. He stated that the manager must collect the money every Saturday and resolve any conflicts that may arise.

Ms. Foster asked about the Agricultural Grant that the previous Market Manager had applied for and what those funds would be used for.

Mr. Abraham stated that the purpose was to be able to accept Food Stamp cards.

Ms. Lipton stated that the Downtown area had been called a food desert and the grant would help the community in the purchase of fresh food.

Ms. Foster concluded her interview at 8:45 a.m.

Mr. Abraham asked if the Board wanted to discuss Ms. Foster's interview at that time.

Mr. Jagger stated that the proceedings were open and once the interviews were complete, the Board could direct the Deputy City Attorney and Mr. Jeffries to negotiate the final contract with the chosen applicant.

Ms. Lipton stated that Mr. Jeffries had had an opportunity to work with Ms. Reinecker for the past six weeks and asked for feedback on that applicant.

Mr. Jeffries stated he felt Ms. Reinecker was doing good but felt she would continue with the status quo and there should be someone in the Manager position who would make decisions on their own. He noted Ms. Foster had grant administration background.

Ms. Lipton asked if there should be two people involved in the management of the market.

Mr. Hopkins stated that was a good point but he would prefer to hire the Market Manager and have the manager hire an assistant. He stated he was concerned about the lack of assertiveness of Ms. Foster.

Ms. White stated she felt it was a lot to ask of one person to manage the market and felt the person in the Manager position should be assertive.

Mr. Jeffries stated the assertiveness issue was something he had been concerned about with Ms. Reinecker but he has been patient with her since the position was temporary.

Ms. Lipton stated that she sensed low energy with Ms. Foster but felt a calm person was needed in the position.

Ms. White stated that Ms. Foster had issues to deal with in managing properties and compared her tenants to the vendors at the Market. There were comparable issues of collecting money from tenants and vendors and she felt it would be a strength of Ms. Foster's.

Ms. Camille Holden-Brown, in the audience, stated that she was currently a vendor at the Market and wanted to know if the Board had any questions of her. She stated that she felt the EBT would be a great asset. She stated food demos would be a good feature at the Market. She stated she liked the feel of the market in Port Orange since there were artists at that location.

Mr. Abraham asked Ms. Holden-Brown how she felt the Market was being managed.

Ms. Holden-Brown stated there was no communication about other events in the Beach Street area and she would like more interaction with the Manager.

b. Gini Reinecker

Ms. Reinecker stated she had been the Interim Manager of the Farmers' Market for the past 7-1/2 weeks.

Mr. Abraham asked how things were going at the market.

Ms. Reinecker stated there were a couple of new vendors. She stated she did not think the Market needed more duplicate vendors and there needed to be a reorganization of the lay-out of Market. She stated she initially had trouble loading the tent and other supplies into her car but Mr. Berger had assisted her and she now was able to handle it on her own. She stated the volunteers were wonderful. She stated advertising would help in growing the Market.

Mr. Abraham asked how many volunteers assisted.

Ms. Reinecker stated two members of the Salvation Army Streets Team.

Mr. Abraham asked if there were other volunteers.

Ms. Reinecker stated no.

Ms. Reinecker stated she felt the manager's booth needed to be relocated to a more visible location.

Mr. Abraham asked the most difficult part of the job.

Ms. Reinecker stated loading the car with the tent and cones. She stated she had some problems with collections from certain vendors that were not current with their rent.

Ms. Lipton asked about marketing and asked what the farmers wanted to see.

Ms. Reinecker stated the vendors wanted to see marketing to help with the summer slump.

Ms. Lipton asked what the vendors wanted specifically.

Ms. Reinecker suggested advertising in the Penny Saver or sign dancers directing people to the Market. She suggested advertising on the Beach Channel in hotel rooms

Ms. Lipton asked about the new vendors at the Market.

Ms. Reinecker stated Michele's Breads was a new vendor, a vendor selling home made popsicles and another selling jewelry, but it was not home made. Also, someone was selling pop top bracelets. She had

explained to the jewelry vendors that the vendors were to be more handmade art items.

Mr. Hopkins stated Ms. Reinecker's suggestion about the layout was good and asked what was holding her back from implementing the improvements.

Ms. Reinecker stated she was concerned about the reaction from the vendors since they are just getting to know her.

Mr. Hopkins asked if Ms. Reinecker had interaction with the vendors during the week to make sure they would be at the market on Saturday.

Ms. Reinecker stated yes but not every week.

Mr. Hopkins asked Ms. Reinecker if she felt the Board provided her with enough tools for her to do her job effectively.

Ms. Reinecker stated the advertising would be the most significant draw.

Mr. Abraham stated the Board would need to talk with Gold & Associates about the advertising.

c. Nancy Jo Mosser

Mr. Abraham asked Ms. Mosser to provide the Board with background on her employment.

Ms. Mosser stated she was a resident of Daytona Beach and worked part-time for an attorney. She stated had worked for the City of Ormond Beach for 10 years and was involved in the Ormond Beach Performing Arts Center. Ms. Mosser stated she had experience working in both the public and private sectors.

Mr. Abraham asked if she would continue her employment with the attorney if employed at the Farmers' Market.

Ms. Mosser responded that she would be able to handle both jobs since the Farmers' Market position was part-time time and only 15 to 20 hours per week.

Mr. Abraham asked what hours she worked for the law firm.

Ms. Mosser stated she currently works Tuesday through Friday.

Mr. Abraham asked what she thought the Farmers' Market position would require.

Ms. Mosser stated it would be a full day on Saturday starting very early in the morning. She stated she had questions about set up, clean up, and trash collection.

Mr. Abraham asked if Ms. Mosser would have a problem communicating with vendors during the week.

Ms. Mosser stated no and her current employer would not be opposed to her answering questions about the Farmers' Market while at the attorney's office.

Mr. Abraham asked if her employer knew she had applied for the job.

Ms. Mosser stated yes and her employer was very supportive in her efforts to find additional employment.

Mr. Abraham asked what she would do if she accepted the position then was offered another more lucrative position.

Ms. Mosser stated she would have a decision to make.

Ms. White asked Ms. Mosser to talk about the last time she visited the Farmers' Market and what she saw as strengths and weaknesses.

Ms. Mosser stated the last time she was at the Farmers' Market was 8 or 9 months before and its strength was its longevity. Its weakness would be what was being offered and she felt it could be broadened.

Ms. White asked how Ms. Mosser would grow the Market.

Ms. Mosser asked what the goals of the Market were. She asked if it was to be limited to produce or if other products were to be offered.

Mr. Abraham stated there were restrictions on what can be offered since there was a commitment to the City to have a certain percentage of produce and a small percentage of art and homemade items.

Ms. White asked Ms. Mosser what her ideas would be for expansion.

Ms. Mosser stated she thought there were restrictions from the City so she would have to research what could be done.

Ms. Lipton asked Ms. Mosser what strengths she would bring to the position.

Ms. Mosser stated she had worked with the public and had a good understanding of public-private business relationships. She stated she had a background in business and retail marketing and knew a little about accounting.

Ms. Lipton asked if Ms. Mosser had been involved in money collection.

Ms. Mosser stated yes.

Ms. Lipton asked if she was bonded.

Ms. Mosser stated she collected for escrow in the law firm she worked for and dealt with money at the City of Ormond Beach at various functions. She also worked with the budget in the Department of Cultural Affairs and wrote grants.

Ms. Lipton stated the Board was looking for a commitment for someone to be there every Saturday.

Ms. Mosser stated she was very committed.

Ms. Lipton stated she would be outside in the heat during most of the day and asked if she would be able to do that.

Ms. Mosser stated yes.

Ms. Mosser asked about the grant the Board had applied for and asked if it had been approved.

Mr. Abraham stated the Board did not expect to receive notification for another couple of months but the purpose of the grant was for EBT card collection.

Ms. Mosser asked how the tokens would be controlled.

Mr. Abraham stated that would be a task for the manager. He stated currently everything was cash operation and there were reporting functions for the collection of the cash.

Ms. Mosser stated that she read that part of the grant included expansion of the staff and asked who currently did set up of the Market.

Mr. Abraham stated the vendors put up their own tents but the manager was responsible for setting up the information booth with the assistance of two members from the Streets Team to help with set up and tear down.

Ms. Lipton stated they had been lacking in marketing and needed someone to step forward in that area.

Ms. Mosser asked if there were projects that the Farmers' Market could piggyback in the marketing area.

Ms. Abraham stated yes but the marketing needed to be developed. He stated the Board just took over the Market several months ago.

Recess: 9:50 a.m.
Reconvened: 9:54 a.m.

Mr. Abraham asked if the Board was ready to rank the candidates.

Mr. Hopkins stated he was disappointed that Ms. Mosser said she had not visited the market in 8 to 9 months and said she clearly did not have an understanding of the objectives of the job. He stated she would be at the bottom of his list. He stated he did not feel Ms. Reinecker was a self-manager and would need management and direction. He did not feel Ms. Reinecker could make decisions.

Ms. Lipton agreed with all of Mr. Hopkins points. She stated Ms. Mosser had a lot of experience with government and running events but Ms. Foster would be her top candidate.

Ms. White agreed with Mr. Hopkins and Ms. Lipton. She stated she felt the Market would grow. She stated Ms. Reinecker understood the current issues, but her lack of self direction was troublesome to her. She stated Ms. Mosser could clearly take care of the money handling aspects and prepare the reports. She felt Ms. Foster had the strengths to perform the duties but felt she was probably more used to a full-time job and would continue to look for a better job.

Mr. Abraham shared the same feelings. He stated Ms. Reinecker was reliable but he felt the Market would remain at a status quo. He stated he liked Ms. Mosser's demeanor and felt she was more businesslike than the others but he was disappointed she was not better prepared for the interview.

Mr. Hopkins stated that when Ms. Mosser was asked about other employment, she responded that she would have to make a decision if something better came along.

Mr. Abraham stated he was concerned that they to have someone who could work with Mr. Jeffries. He also stated they needed someone to take charge and move the Market along.

Mr. Hopkins asked Mr. Jeffries for his opinion on the applicants.

Mr. Jeffries stated that with Ms. Reinecker you would get the status quo and felt she had difficulty in making decisions and what she should handle on her own without bringing it to his attention. He stated Ms. Foster had grant administration background and may be able to help in securing other grant opportunities but he felt Ms. Mosser was more assertive. He stated he was surprised at Ms. Foster's interview since generally she was more outgoing. He stated he had worked with her through the CRA.

Mr. Abraham asked how Mr. Jeffries felt about Ms. Foster's longevity since she had been looking for other employment.

Mr. Jeffries stated Ms. Reinecker could do the job part time. He stated either Ms. Foster or Ms. Mosser may be offered other employment but based on the interview Ms. Foster indicated she had a strong commitment to stay in the Daytona Beach area.

Ms. Lipton stated that Ms. Foster had stated she hoped the job would grow into more hours.

Mr. Jeffries stated if the grants were obtained, that could be possible.

Ms. White stated she felt Ms. Foster was the person who was most viable.

Mr. Jeffries stated the Board could make the selection and direct himself and Mr. Jagger to negotiate the contract or if they were not satisfied with the candidates, they could re-advertise.

Mr. Abraham stated the Board had three good candidates and it was a tough job to fill.

Ms. Lipton stated it appeared the Board was leaning toward Ms. Foster, and the Board had the opportunity to mold her. She stated she was concerned about turmoil at the Farmers' Market if another manager was named.

Ms. White stated Ms. Reinecker was dedicated and consistent and suggested maybe she should remain until the grant was obtained to maintain consistency.

Mr. Abraham asked if Ms. White was suggesting keeping things as they were and advertising again after the grant was received.

Ms. Lipton stated she was disappointed with Ms. Reinecker and after hearing her talk, her confidence in her had dropped. She stated she felt the Board needed a back up person.

Mr. Abraham asked if the public would like to comment.

Ms. Camille Holden-Brown, 218 Carl Brinkley Circle, stated that she did not feel anyone had the passion to run the Farmers' Market. She stated she and her husband had started Midtown Eco Village and were focusing on education and healthy eating. She stated the three candidates all had strengths but perhaps one person could run the business side of the operation and someone else could handle advertising and promoting the Market.

Mr. Hopkins asked if Ms. White thought Ms. Foster would be a good manager and have Ms. Foster and Ms. Reinecker working as a team.

Ms. White stated that Ms. Reinecker would carry through on the Board's direction; she felt it would be a good idea to keep her a couple of months until the grant was received. She asked if the Board needed a full-time person.

Mr. Abraham stated if they kept the status quo, he did not think Ms. Reinecker could be considered as an assistant later on because it would be up to the manager to select the assistant. He stated he was in favor of selecting a manager.

Ms. Lipton stated she did not think the Board should delay hiring a manager and felt they should get the project moving.

Board Action

Ms. Lipton made a motion to select Noeleen Foster as the Manager for the Farmers' Market. Ms. White seconded the motion and it was approved unanimously (4-0).

Mr. Jagger stated the terms of the contract would be brought back to the Board for consideration.

Ms. Lipton stated she was concerned that Ms. Reinecker may leave once she found out she had not been selected.

Mr. Jeffries stated he would talk with Ms. Reinecker and noted that she worked with the City on other items so he did not feel she would jeopardize that.

Mr. Abraham asked that Mr. Jeffries explain to her that there may be a possibility for her to be with the Market later.

Mr. Jeffries stated the last contract included a clause for the manager to receive a percentage of revenue.

Mr. Abraham asked how the position was advertised.

Mr. Jeffries stated it was advertised as an hourly position.

Ms. Lipton stated the percentage of revenue should be addressed in three to six months upon review of performance.

Mr. Abraham said the contract should be hourly since that was what was advertised and leave it open for review and negotiation.

Ms. White asked how the manager's hours were documented.

Mr. Jeffries said the Manager maintained a time sheet like other City employees.

4. In-Room Concierge Book Advertising (Merchant Co-Op)

Mr. Jeffries stated 6 spaces had been sold. See-magazine felt that 4 pages could be filled. He stated the pricing was based on 4 pages and asked the Board to authorize funds to purchase 4 pages with the decision to cut back if necessary. He stated he would need authorization of \$3,500 for lower.

Ms. Lipton stated that she thought the 4 pages were to cost \$3,257.

Mr. Jeffries stated that at the time of the budget, it was geared toward six pages.

Mr. Abraham asked what would be the maximum figure.

Mr. Jeffries stated \$3,000 and noted that the previous year the Board spent \$7,500.

Ms. White asked where that was in the budget.

Mr. Jeffries stated it was in Co-Op Marketing ad and there was a corresponding expenditure that was estimated at \$60,000 in co-op advertising.

Mr. Abraham asked if this would un-balance the budget.

Mr. Jeffries stated no.

Board Action

Ms. Lipton made a motion to authorize the In-Room Concierge Book Advertising based on the final amount of Merchant Co-op spaces and up to \$3,000 in additional Downtown Marketing Funds. Mr. Hopkins seconded the motion and it was approved unanimously (4-0).

Mr. Abraham left the meeting at 10:34 a.m. and turned the meeting over to Ms. White

Mr. Jeffries updated the Board about the direct mail piece for the Farmers' Market.

Ms. Lipton stated the vendors were upset about the Market and they needed to see that the Board was doing something.

Mr. Jeffries stated that Gold & Associates would send out an e-blast and information about the Farmers' Market would be included.

Ms. Lipton stated she would hope the next Market Manager would keep a book showing the advertising that had been done to show what was working.

Mr. Jeffries stated the link to the website would be sent to the Board later in the day so it could be tested.

Ms. Lipton stated the News Journal had a separate division on line that the DDA web site could be linked to.

Mr. Jeffries stated he and Keith Gold had conversations with the News Journal and they were to come back to the City with an offer for on-line advertising.

Ms. Lipton stated she had purchased signs for the Farmers' Market and asked if they were being used.

Mr. Jeffries stated he would talk with Ms. Reinecker about them because he had not seen them.

Mr. Jeffries stated the merchant meeting was scheduled for August 1 at 8:30 a.m. He stated the meeting was to talk about redevelopment, parking, and the new sign standards.

Ms. Lipton stated that she was pleased to report there was a block captain on ISB.

5. **Public Comments**

There were no public comments.

6. **Adjournment**

There being no further business to come before the Board, the meeting was adjourned at 10:46 a.m.

Robert Abraham, Chairman

Rebecca Groom
Recording Secretary

August 16,2012

Robert Abraham, DDA Chair
P.O. Box 2451
Daytona Beach, FL 32115-2451

Dear Mr. Abraham,

I'd like to thank the Downtown Development Authority for offering me the opportunity to work as the Farmers' Market Interim Manager. I'm very encouraged with what I experienced my first day on the job, Saturday August 11, 2012.

Mr. Jeffries, Project Manager was very knowledgeable navigating through the issues that came up without hesitating to address vendor dilemmas that could have been difficult such as: bookkeeping discrepancies, overflowing allotted rent space, vendor placement, product duplication, rent collection and temporary electrical outage. I look forward to working with him as we work through the Downtown Development Authority's priorities.

If the DDA approves my contract as the Farmer's Market Manager I recommend my initial focus to include the following:

- Establish better communication within the Vendor community by putting together a monthly calendar (The Market Minute) regarding activities occurring downtown that could affect the Farmers' Market business and traffic routes.
- Work on getting some temporary signs out.
- Explore the possibility of inviting a local weekly guest artist/business representative/fundraiser perhaps from the Daytona CRA Districts to fill a corner of the manager's booth with a few sample items for sale and their business information. Each time, they'll bring in friends and family, expanding the audience, adding something new to the local atmosphere and maybe help man the booth.
- Develop a vendor recruitment strategy.
- Explore product options to sell in the Manager booth.
- Coordinate with Gold Advertising regarding the Farmer's Market web page and advertising.
- Review the Farmers' Market Rules and Regulations and provide to existing vendors.
- Arrange for live music.

In closing I would again like to express my appreciation for the opportunity to Manage the Daytona Beach Farmers' Market.

Sincerely,

Noeleen Foster

Jeffries, Jason

From: Gini Reinecker [gini602@aol.com]
Sent: Monday, August 06, 2012 2:01 PM
To: Jeffries, Jason; Berger, Reed
Subject: DDA Farmers Market Manager Positon

Dear Mr. Jeffries, Mr. Berger and Downtown development Authority,

Please have it known I have completed my contract on August 4, 2012.

I have worked today without contract today, to provide you my past reports and all forms and information returned and the key to the locked storage holding the furniture of the position.

I will not be able to continue without contract, dates of employment, times of employment, and consideration of salary in verbal extention of this contract.

I will not be in the position to accept the "possible" position of Assistant to the new Market Manager should the Grant be granted in the future.

It has been a pleasure to work with you and the dedicated vendors looking forward to communication from you.

Please open advertising and communication with the Vendors. They already "knew" I am not the new Market Manager as Access to Organics heard and passed information she received from Stacy Lipton last Tuesday.

It is my hope you look forward to advertising, organizing, and a commitment to the Farmers Market Vendors.

Sincerely,

Gini Reinecker

DOWNTOWN DEVELOPMENT AUTHORITY

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

August 10, 2012

Noeleen Foster
321 Manhattan Avenue
Daytona Beach, FL 32114

Re: Interim/Part Time position as Farmers' Market Manager

Dear Ms. Foster:

The Downtown Development Authority (DDA) is pleased to engage you as the Interim Farmers' Market Manager for 2 weeks, commencing August 11 (through August 24, 2012). The DDA agrees to pay \$18 per hour. It is estimated that the performance of the duties will require not more than 15 hours per week. The following are the duties for the position:

- Present at the Market on Saturday 6:30AM to 2:30 (8 hrs)
- Coordinate the location of vendors in the market (especially new vendors)
- Work with vendors to resolve any Farmers' Market issues or concerns and coordinate with City Staff
- Ensure the Market area is clean at the end of the day
- Ensure vendor compliance with Market rules established by the DDA
- Collect vendor revenue and deposit at City Hall
- Maintain records of revenue collections
- Collect any outstanding vendor applications from existing vendors
- Perform other duties relating to the position as may be reasonably assigned by the DDA.

The position reports directly to the DDA on issues regarding the operation of the Farmers' Market. Communication with the DDA is coordinated through Jason Jeffries, Project Manager. If you are in agreement with the terms of this letter please sign below and return to my office at your earliest convenience.

Please note: the terms of this letter are subject to ratification by the DDA.

Sincerely,


Jason H. Jeffries, Project Manager


Noeleen Foster

**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”) 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, 2013. 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. Manage the Saturday operation of the Farmer’s Market
 - 1. Be on-site between the hours of 6:30am and 2pm, during the hours of the operation for the Farmer’s Market, including set-up and breakdown.
 - 2. Oversee morning set-up including vendor placement.
 - 3. Collect rent in compliance with DDA policies.
 - 4. Ensure compliance by vendors with all Farmer’s Market rules established by the DDA.
 - 5. Coordinate with the DDA and/or private companies to secure cleanup of the event every Saturday.
 - 6. Work with vendors to resolve issues .

- B. Recruit new vendors at rental rates set by the DDA, subject to compliance with the rules and regulations referenced in the License Agreement.
 - 1. Develop strategies, for approval by DDA, to recruit new vendors consistent with the City License Agreement for the Farmers' Market.
 - 2. Meet and recruit new vendors.
 - 3. Distribute applications.
 - 4. Oversee the application process of new vendors, including the approval of new vendors for the Farmers' Market consistent with the adopted Rules & Regulations.
- C. Operate Management & Information Booth.
 - 1. Coordinate and recruit volunteers for the Booth.
 - 2. Purchase product for sale in the Booth.
- D. Run activities, such as entertainment and special holiday promotions, at the Farmers' Market.
 - 1. Develop a monthly activity schedule, for approval by DDA, that creates an inviting market atmosphere consistent with the City License Agreement for the Farmers' Market.
 - 2. Manage the activities, including securing services for the activities.
- E. Coordinate with DDA marketing agency for the Farmer's Market marketing
- F. Recommend a Farmer's Market annual budget for approval by the DDA.
- G. Obtain police, fire, and traffic services from the CITY as required.
- H. Maintain detailed supporting documentation, including receipts, invoices, bills, ledgers, or other documentation for all financial transactions authorized by this Agreement.
- J. Report to the DDA at public meetings on the state of the Farmer's Market or other matters as requested by the DDA and coordinate market issues with Redevelopment Staff.
- K. Otherwise ensuring the DDA's compliance with applicable provisions of the License Agreement.

Section 4. BUDGETING.

The budgets for the 2011-2012 fiscal year that expires on September 30, 2012 and 2012-2013 that expires on September 30, 2013 fiscal year that expires on September 30, 2013, are attached hereto and incorporated as Attachment 2. Beginning for the 2013-2014 fiscal year, MANAGER will provide the DDA a proposed budget for the fiscal year beginning on October 1, or before June 1 of the prior fiscal year.

Section 5. OPERATING EXPENSES.

- A. MANAGER's reimbursed expenses shall be limited to Farmers' Market related expenses for market supplies, Farmers' Market Booth goods for sale, market equipment, and market event or activity related expenses in such line item amounts as set in the 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 purchase receipt or invoice.
- 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.

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 receipt books and 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 \$18 per hour for a maximum of 20 hours per week.

DDA will pay the Management Fee on or before the 15th day of each month.

Section 8. 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 9. NON-COMPETE. MANAGER agrees that she will not manage or be employed by any other farmer’s market, have an ownership interest in a farmers’ market, or take part in any other activity that is intended to divert or has the effect of substantially diverting business away from the DDA’s farmers’ market within Volusia County during the employment of the DDA and for a period of one year after the termination of this Contract for any reason, without the consent of the DDA.

Section 10. 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 11. 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: | Noeleen Foster 321 Manhattan Ave. Daytona Beach, FL 32114 |
|-------------|--|-------------|---|

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

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

Section 12. 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 13. 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 14. 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 15. ASSIGNMENT. No assignment or subcontracting of MANAGER's rights or obligations herein will be permitted without the DDA's prior written approval.

Section 16. 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: _____
Noeleen Foster

Date: _____

By: _____
Sheryl A. Cook, Vice Chair

By: _____
Kelly White, Commissioner

Date: _____

ATTACHMENT 1
CITY – DDA LICENSE AGREEMENT

ATTACHMENT 2

FARMERS' MARKET BUDGET

| | Approved 2011/12 Budget | Proposed 2012/13 Budget |
|----------------------------|------------------------------------|------------------------------------|
| MARKET REVENUE | | |
| Vendor Revenue | 18,750 | 28,800 |
| Market Booth Sales | 900 | 1,200 |
| Total Revenue | \$ 19,650 | \$ 30,000 |
| MARKET EXPENDITURES | | |
| Market Manager | 8,440 | 12,000 |
| Manager Supplies | 300 | 235 |
| Marketing | 8,895 | 13,000 |
| Market Events | 2,000 | 1,000 |
| Insurance | 1,265 | 1,265 |
| Equipment | 2,000 | - |
| Booth Merchandise | 750 | 1,000 |
| City Fees | 1,000 | 1,500 |
| Total Expenditures | \$ 24,650 | \$ 30,000 |

CITY OF DAYTONA BEACH DDA MARKETING UPDATE

Presented by GOLD • Tuesday, August 21, 2012

Recent and Ongoing Assignments

- STRATEGIC MARKETING PLAN
 - Updated the week of August 13th.
- UPDATED MATERIALS
 - Website: Prepared spec. sheet for merchant banner ads. Awaiting merchant listing changes and banner ad materials, activities for calendar of events, and discount card participants in order to re-point the site;
 - Facebook: Page approved. Awaiting re-pointing of website to make live;
 - E-Newsletter: Layout approved. Awaiting re-pointing of website to distribute;
 - Rack Brochure: New photography added. Awaiting co-op participation and funding to print;
 - Newspaper/Magazine Ads: Prepared spec. sheet and revised the layout for “In Concierge” ads. Awaiting merchant co-op ad materials.
- PUBLIC/COMMUNITY RELATIONS
 - Overall: Preparing new website launch release. Met with DDA Chairman, DDA Project Manager and CVB Executive Director to discuss partnership opportunities. Standard Flash presentation and banner stand layouts being created for community presentations.
- SEARCH ENGINE MARKETING
 - AdWords: Concepts prepared and ads negotiated. Launch to begin with re-pointing of site.
- TELEVISION
 - Media Plan: Awaiting script and music approval. TV production estimated and audio demo being produced. Video also to be used as rich media on website. Local TV buy being re-negotiated.
- MEDIA
 - Relations: Respond to all media reps. regarding opportunities on an ongoing basis.
- POLE BANNERS (*Pro Bono*)
 - Initial Layouts: Presented copy for new creative direction. Awaiting approval to revise layouts.
- FARMER’S MARKET DIRECT MAIL (*Pro Bono*)
 - Printing Bids: Prices secured and revised. Scheduled to print/distribute in mid-September.

Thank you for your business!