



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

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

AGENDA

Tuesday, December 16, 2014 8:00 a.m.
Conference Room 149B

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

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes: November 18, 2014**
4. **Public Comments**
5. **DDA Monthly Financial Report**
6. **Volusia Safe Harbor - DDA Resolution of Support**
7. **Market Manager Contract Amendment**
8. **2015 Riverfront Fridays Management**
9. **Board Comments**
10. **Adjournment**

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
REGULAR MEETING
Tuesday, November 18, 2014**

The regular meeting of the Downtown Development Authority was held Tuesday, November 18, 2014, at 8:00 a.m. in Conference Room 149B of 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

Board Members Present

Ms. Sheryl Cook, Vice Chair
Mr. Joseph H. Hopkins
Ms. Tammy Kozinski
Ms. Kelly White

Board Members Absent

Mr. Robert Abraham, Chairman

Staff Members Present

Mr. Jason Jeffries, Redevelopment Project Manager
Mr. Bob Jagger, Deputy City Attorney
Ms. Noeleen Foster, Farmers' Market Manager
Ms. Becky Groom, Board Secretary

1. Call to Order

Ms. Cook 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: Regular Meeting: October 28, 2014

Board Action:

Mr. Hopkins made a motion to approve the minutes of the Regular Meeting of October 28, 2014. Ms. White seconded the motion and it was approved unanimously (4-0).

4. Public Comments

There were no public comments.

5. DDA Monthly Financial Report

Mr. Jeffries presented the Financial Report which was included on Page 9 of the packet.

Ms. Foster stated some vendors are going to other markets in order to increase their exposure, which she encourages. She stated this helps spread the word on the Daytona Farmers' Market. She stated she seems the same amount of vendors at the market on a regular basis and it does not seem that there has been a decrease.

Ms. White asked what contracts are in place for marketing.

Mr. Jeffries stated the DDA has agreed to \$5,000 for WNDB and has funded advertising at the News-Journal and Hometown News. He stated basically the DDA was committed for the \$10,000 annual amount set aside for advertising.

Ms. White stated we need to change something or we are going to end up with a deficit at the Farmers' Market.

Ms. Kozinski stated she agrees with Ms. White. She stated we cannot continue to run a business and not see growth.

Ms. White stated the DDA was spending money on marketing but the financial numbers are not up. She stated maybe we need to spend less on marketing or do different types of advertising.

Ms. Foster stated she spent hours during the Halifax Art Show distributing her card to artists in an attempt to get more artisans into the market. Ms. Foster stated one vendor left the market to go to New Smyrna Beach and has stated that he sells much more in New Smyrna because there was a higher-end clientele that attends the market there. Ms. Foster stated she goes to other markets and talks with vendors and encourages them to participate in the Daytona Farmers' Market.

Mr. Hopkins stated there was competition among the markets and there was a different demographic for each area. He stated the DDA has already committed funds for advertising and does not think now was the time to change strategy. Mr. Hopkins stated we need to do something different but he was at a loss as to what it should be.

Ms. Foster stated bringing the EBT will bring people to the market since there are many low-income people in this area.

Ms. White stated we should offer SNAP and double bucks for fresh fruits and vegetables. Ms. White stated this will cost the DDA money on the front-end. She stated perhaps a workshop should be held to further discuss how to proceed

with the Farmers' Market. She stated perhaps more could be charged for the spaces if the Market accepts SNAP. She stated there has to be a way to recoup those costs and feels most of the cost would be in the accounting.

Ms. Foster stated she would like to work with Mr. Jeffries to determine the costs for SNAP. She stated the costs would be similar to having a credit card machine placed on site and perhaps that could be piggybacked since credit card machines are already used in the city. Ms. Foster stated her new telephone would be able to support the equipment and the site would not have to be wired. Ms. Foster stated she would be able to operate the machine without having to hire someone else to do that.

Ms. Cook asked if the vendors pay more if they rent weekly.

Ms. Foster stated the rate is \$44 per month and \$15 per week.

Ms. Cook asked if Ms. Foster would be able to visit other markets to talk with vendors.

Ms. Foster stated she already visits other markets that are held on days other than the Daytona Farmers' Market. She stated she could possibly set up the market and then leave to go to New Smyrna or Deland and be back in time to close the market here.

Ms. Cook asked Mr. Jagger how strict the lease was regarding the percentage of certain types of vendors. She asked if it would be easy to ask the City Commission to change the figures in order to draw other vendors so the market was not operating at a deficit.

Mr. Jagger stated it would be up to Mr. Wetzel to determine how strongly the percentages would be enforced. Mr. Jagger stated in order to change the percentages, that would require a full amendment to the agreement by the DDA. He stated in terms of enforcement, he was sure the City would be willing to work with the DDA to ensure the market was successful. He suggested a meeting be held with Mr. Wetzel to let him know we are not meeting the percentages.

Ms. Foster stated Al Smith had talked with her and suggested moving the Farmers' Market to the grassy area by the library in order to open up all of the parking since parking was always an issue, especially during special events. Ms. Foster stated she has talked with vendors and their concerns relate to mud when it rains.

Ms. White stated we need concrete strategies that are consistent, including use of SNAP and a strong recruiting strategy.

Mr. Jeffries stated he would work with Ms. Foster to bring back a strategy that is more detailed that focuses on single vendors and how to continue to pursue wholesale vendors and EBT.

6. **Farmers' Market**

a. **Annual Report**

Ms. Foster presented the 2014 Annual Report that was included as part of the packet on Page 12.

Board Action:

A motion was made by Ms. White, seconded by Ms. Kozinski, to approve the 2014 Annual Report in accordance with the staff report as presented. The motion carried unanimously (4-0).

b. **Information Booth Product Sales**

Ms. Foster presented the report which was included on Page 17 of the packet.

Mr. Hopkins stated he thought the DDA had discussed a sponsor providing the bags so there was no out of pocket expense for the DDA. He asked if the DDA feels it was prepared to enter the merchandising arena.

Ms. White stated she would like to wait until she sees the budget status in December before a decision was made regarding merchandising.

Ms. Kozinski stated she agreed with Ms. White.

Ms. Cook asked if the DDA wanted Ms. Foster to obtain pricing on lower-priced items.

Ms. White stated her urgency was to adjust the budget and framework to solidly target new vendors and update SNAP.

Ms. Kozinski stated she agreed and stated the budget needs to be solidified.

Public Comments:

Johnnie Ponder, 885 Maley, asked if the items will be available for purchase at the stores on Beach Street.

Ms. Foster stated the items would be available at the Farmers' Market and possibly during Riverfront Fridays.

Stephanie Mason-Teague, Cinematique, stated she feels the price points are high, particularly when grocery stores sell bags for \$1. She asked if perhaps the vendors could contribute and then place their logos on the bags and have them sell them at their sites.

7. **2015 Riverfront Fridays**

Mr. Foster presented a report which was included in the packet on Page 18 regarding Riverfront Fridays.

Ms. Kozinski asked if an attempt has been made to get sponsors.

Ms. Foster stated she did not have anything definite from the Board that she can offer to sponsors for these events. Ms. Foster stated she has prepared a draft which was included on Page 20 of the packet for the Board's consideration.

Ms. White stated even if sponsors are obtained, we are still running the event at a loss. Ms. White stated we need to be honest and budget for it or get out of the event business. Ms. White stated she feels the DDA should manage their brand and operate the Farmers' Market, which was enough for the Board to handle. She stated she does not think the DDA should be in this business and she stated there was a way for Riverfront Fridays to continue without the DDA being the ones to run it.

Ms. Kozinski stated we have not obtained sponsors and the DDA was not benefitting from this. She stated this was just another item that was costing the DDA money.

Mr. Hopkins stated he brought up when the DDA first embarked on this, the DDA was entering the event business and would need an event person. Mr. Hopkins stated he feels the DDA may be out of its arena. He stated he hates to abandon what we embarked on because he thought there may be some merit to it. He stated the DDA needs to step back and approach it differently or abandon it. He stated we have Gold & Associates to help with strategies.

Ms. Kozinski stated that it was nothing against Ms. Foster, but she was not an event planner.

Ms. Foster stated there was a proposal from Mr. Hopkins' manager to help promote the event but could not be considered due to the conflict of interest with Mr. Hopkins serving on the DDA. Ms. Foster asked if that proposal could be explored in a different way.

Ms. White stated she was not suggesting that we fully abandon Riverfront Fridays. She stated the real value to our customers was coming to the movies. Ms. White stated most of the money set aside by the DDA was to pay musicians that probably play only one hour and there may be only 12 people there. She stated the value was the movie and we should concentrate on what's valuable and put our resources in a different place. She stated perhaps a partnership should be created with Cinematique much like we have with BullsEye to support the event. She stated everybody should be doing what they do best and this was not what this Board does best.

Mr. Jagger stated there would be a fundamental issue with doing business with the DDA and serving on the Board. He stated there would be no way for Mr. Hopkins to contract directly with the DDA.

Ms. Kozinski asked if Mr. Hopkins' manager could enter into the contract on his own.

Mr. Jagger stated as long as there was no financial gain to Mr. Hopkins, it could be done.

Mr. Jeffries stated he would place this item on the December agenda since the DDA needs to make a decision as to what it will do for the next calendar year. Mr. Jeffries stated he would come back to the DDA with different proposals for management of the event. He stated there are other event promoters and will talk with BullsEye, WROD and Black Crow.

Mr. Jeffries stated he has concerns since the contract has not been finalized for Downtown Nights.

Ms. Mason-Teague stated she feels responsible for the DDA taking on this event because she had approached the DDA looking for support. She stated people do attend the movie and she was willing to take on the major role for coordinating the event but would ask for help with marketing and rental of the park. She stated it does not seem to be working to hold anything prior to the movie.

Ms. Cook asked Mr. Jeffries to come back in December with a plan on how to help Cinematique and get back to basics.

Mr. Jeffries stated the permit fee was to be paid by the CRA.

Ms. Kozinski asked if music has been set up for December.

Ms. Foster stated she does not have a band and was looking for a DJ to provide music for the day.

Ms. Kozinski stated she cannot see spending another \$500 for music in December if it was not working.

Mr. Jeffries stated there are marketing materials in place that state there will be live music in December.

Ms. Kozinski stated we should be consistent and if there are materials in place that state there will be music, then it should be provided.

Ms. Cook stated she would like Mr. Jeffries to come back in December with a suggestion on using the least amount of funds for providing music. Ms. Cook stated at the December meeting, the DDA will discuss the Farmers' Market and downtown events for the next calendar year.

Mr. Hopkins stated the DDA needs direction on attacking the revenue concern. Mr. Hopkins stated the DDA needs an event promoter to make the revenue projection a reality.

Ms. Cook stated she believes what the Board has discussed was getting out of the event promotion business.

Mr. Jeffries stated he will bring proposals at the December meeting from Cinematique and other event supporters and will present a new event budget.

8. **Board Comments**

There were no Board comments.

9. **Adjournment**

There being no further business to come before the Board, the meeting was adjourned at 9:28 a.m.

Sheryl Cook, Vice Chairman

Becky Groom
Recording Secretary



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 11, 2014

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Monthly Financial Report

The following is the DDA financial report with expenditures through December 12, 2014.

BUDGET STATUS

General Activities

| Line Item | Appropriation | Spent to Date As of 12/11/14 | Balance |
|--------------------------|-------------------|---------------------------------|---------------------|
| Contract Services | \$ 1,000 | \$ 200.75 | \$ 799.25 |
| Supplies | \$ 3,020 | \$ 129.00 | \$ 2,891.00 |
| Care and Subsistence | \$ 300 | \$ 42.46 | \$ 257.54 |
| Professional Memberships | \$ 450 | \$ 420.00 | \$ 30.00 |
| Technical Services | \$ 1,700 | \$ 1,134.00 | \$ 566.00 |
| Professional Services | \$ 38,400 | \$ 6,400.00 | \$ 32,000.00 |
| Co-op Marketing | \$ 21,500 | \$ 13,982.00 | \$ 7,518.00 |
| Downtown Marketing | \$ 27,000 | \$ 5,696.95 | \$ 21,303.05 |
| Downtown Events | \$ 21,000 | \$ 11,094.19 | \$ 9,905.81 |
| Downtown Holidays | \$ - | \$ - | \$ - |
| Total | \$ 114,370 | \$ 39,099.35 | \$ 75,270.65 |

Farmers' Market Activities

| Revenues | Projection | Received to Date As of 12/11/14 | | Balance |
|--------------------|------------------|------------------------------------|--|---------------------|
| Vendor Revenue | \$ 35,750 | \$ 4,344.00 | | \$ 31,406.00 |
| Market Booth Sales | \$ 1,200 | \$ - | | \$ 1,200.00 |
| Total | \$ 36,950 | \$ 4,344.00 | | \$ 32,606.00 |

| Expenses | Appropriation | Spent to Date As of 12/11/14 | | Balance |
|---------------------|------------------|---------------------------------|--|---------------------|
| Market Manager | \$ 16,000 | \$ 2,340.00 | | \$ 13,660.00 |
| Supplies | \$ 500 | \$ 32.72 | | \$ 467.28 |
| Liability Insurance | \$ 1,250 | \$ - | | \$ 1,250.00 |
| City Fees | \$ 1,500 | \$ 1,500.00 | | \$ - |
| Marketing | \$ 15,200 | \$ 1,340.00 | | \$ 13,860.00 |
| Market Events | \$ 1,500 | \$ - | | \$ 1,500.00 |
| Booth Merchandise | \$ 1,000 | \$ - | | \$ 1,000.00 |
| Total | \$ 36,950 | \$ 5,212.72 | | \$ 31,737.28 |

Profit/Loss **\$ (868.72)**

Farmers' Market Revenue Comparison

| | 2012/13 | | 2013/14 | | 2014/15 | | % Increase |
|-----------|------------------|-------------|------------------|-------------|-----------------|-------------|---------------|
| | Revenue | # Spaces | Revenue | # Spaces | Revenue | # Spaces | |
| October | \$ 2,440 | 53 | \$ 2,728 | 58 | \$ 2,085 | 47 | -23.6% |
| November | \$ 2,516 | 54 | \$ 2,946 | 63 | \$ 2,189 | 49 | -25.7% |
| December | \$ 2,619 | 55 | \$ 2,854 | 62 | | | |
| January | \$ 2,680 | 58 | \$ 2,678 | 59 | | | |
| February | \$ 2,604 | 57 | \$ 2,396 | 53 | | | |
| March | \$ 2,754 | 58 | \$ 2,691 | 60 | | | |
| April | \$ 2,883 | 63 | \$ 2,586 | 58 | | | |
| May | \$ 2,840 | 62 | \$ 2,646 | 59 | | | |
| June | \$ 2,751 | 57 | \$ 2,179 | 48 | | | |
| July | \$ 2,173 | 49 | \$ 1,946 | 49 | | | |
| August | \$ 2,353 | 48 | \$ 1,832 | 48 | | | |
| September | \$ 2,299 | 47 | \$ 1,873 | 45 | | | |
| Total | \$ 30,912 | | \$ 29,355 | | \$ 4,274 | | -24.6% |

Downtown Events

| Revenues | Projection | Received to Date As of 12/11/14 | | Balance |
|----------------|------------------|------------------------------------|--|---------------------|
| Vendor Revenue | \$ 2,700 | \$ - | | \$ 2,700.00 |
| Sponsorships | \$ 11,000 | \$ - | | \$ 11,000.00 |
| Total | \$ 13,700 | \$ - | | \$ 13,700.00 |

| Expenses | Appropriation | Spent to Date As of 12/11/14 | | Balance |
|-----------------------|------------------|---------------------------------|--|---------------------|
| Event Manager | \$ 5,400 | \$ 666.00 | | \$ 4,734.00 |
| Professional Services | \$ - | \$ - | | \$ - |
| Event Music | \$ 7,200 | \$ 600.00 | | \$ 6,600.00 |
| Equipment | \$ - | \$ - | | \$ - |
| Supplies | \$ 1,100 | \$ - | | \$ 1,100.00 |
| Total | \$ 13,700 | \$ 1,266.00 | | \$ 12,434.00 |

| | |
|--------------------|----------------------|
| Profit/Loss | \$ (1,266.00) |
|--------------------|----------------------|



THE CITY OF DAYTONA BEACH

REDEVELOPMENT DIVISION

POST OFFICE BOX 2451
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MEMORANDUM

DATE: December 12, 2014

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Volusia Safe Harbor

At the December meeting, the Downtown/ Ballough Road Redevelopment Board supported the City of Daytona Beach's efforts to implement the Volusia Safe Harbor project. The DDA previously approved a resolution supporting the Safe Harbor project, prior to the release of the Homeless Service Gaps Analysis prepared by Robert Marbut, Ph. D. The analysis report and the previous DDA resolution is attached.

Homeless Services Gaps Analysis

of

Volusia County



Presentation of Findings and Action Plan Recommendations

to

Volusia County and the Cities within Volusia County

by

Robert G. Marbut Jr., Ph.D.



Presentations - October 1, 2014

Prepared by Robert G. Marbut Jr., Ph.D.

www.marbutconsulting.com

Executive Summary

Eleven cities within Volusia County, with the City of Daytona Beach acting as the lead agency, tasked Marbut Consulting with developing recommendations for reducing street-level homelessness throughout Volusia County by suggesting more effective methods of helping homeless individuals and families.

In order to develop practical recommendations, Dr. Marbut:

- studied and inventoried homeless services throughout Volusia County,
- examined Point-in-Time Count reports,
- analyzed statistics and reports from local agencies,
- interviewed individuals experiencing homelessness,
- conducted meetings with stakeholders,
- made street-level observations,
- posed as a homeless person in several of the cities within Volusia County in order to understand what its like to be homeless in Volusia and to better understand the movement and circulation of the homeless community.

Dr. Marbut evaluated the current homeless operations within the County using national best practices and the *Seven Guiding Principles of Homeless Transformation* as the key measuring tools. Marbut then conducted a needs assessment and gaps analysis between existing inventory and identified needs, including the types of services (qualitative) and capacity of services (quantitative) needed within Volusia County. Dr. Marbut started his research on April 1, 2014 and finalized his written report on September 23, 2014. He then made presentations of his recommendations to the City of Daytona Beach Commission on October 1, 2014 and then to the Volusia League of Cities special meeting on October 2, 2014.

As expected, Dr. Marbut observed a significant number of individuals experiencing homelessness within the City of Daytona Beach, concentrated around the Halifax Urban Ministries HUM Center on North Street, this was especially acute immediately before and after the lunch feedings at the Bridge of Hope Hot Meal Program. After lunch, homeless individuals then migrated throughout the greater Daytona Beach area and re-congregated in smaller clusters in and around the transit station, downtown, beaches, in the woods north of International Speedway and on the east and west sides of Ridgewood Avenue.

To the great surprise of Dr. Marbut, Dr. Marbut observed a very high number of individuals experiencing homelessness throughout the County mostly in wooded areas. On the western side of Volusia County, individuals experiencing homelessness are in small, highly nomadic make-shift encampments that “ring” the city limits of the western cities. For the most part, these individuals were camping in small groups of 5-15 individuals within the County proper just outside the city limits.

On the eastern side of the County, individuals experiencing homelessness were observed in small encampments within wooded areas spaced in a linear fashion adjacent to major thoroughfares.

Because of the unusually high levels of rainfall during the study period, it was difficult to get precise counts. Overall, there appeared to be around 375-450 individuals experiencing homelessness on the western side of the County and about 400-475 on the eastern side of the county. These observations were corroborated by a wide variety of “street-level” agency workers, firefighters and law enforcement officers.

It is important to note that Point-in-Time-Counts (PITCs), even by the Department of Housing and Urban Development’s (HUD’s) own admission, are very inaccurate. Because of flawed methodology, PITCs notoriously undercount individuals experiencing homelessness. This is why HUD has a goal of replacing PITCs with “real-time” HMIS (Homeless Management Information System) data reports.

It is critical to realize that it is the weather, not programming services, that initially draws homeless individuals to Volusia County. Like other Florida communities with beaches, palm trees and golf courses, Volusia will always attract individuals experiencing homelessness because of the moderate climate. Once in Volusia County, if the Volusia community is enabling, then homeless individuals are incentivized to stay on the streets and in encampments rather than going into 24/7 recovery programs. It is therefore critical to have a holistic comprehensive system that addresses homelessness.

Dr. Marbut recommends that the entire Volusia County community change from a “culture of enablement” to a “culture of engagement.” Providing “street-level” services and feeding, although well-intentioned and good-hearted, “enables” homeless individuals rather than “engages” homelessness. Feeding programs alone do not address the root causes/triggers of homelessness. In order to facilitate graduating from the street, programs must deal with mental/behavioral health, substance abuse, job training/placement/retention and life skills. Providing food in the parks, at street corners, at beaches and behind restaurants acts to exacerbate and promote homelessness, thus actually increasing the number of individuals experiencing homelessness. The community must channel its good-intentions into an integrated system that engages individuals experiencing homelessness into a rigorous case management system.

Additionally, Dr. Marbut recommends the creation of a 24/7 Come-As-You-Are Service Center (CAYA) in order to dramatically improve the effectiveness and efficiency of service delivery by co-locating and integrating homeless services at one location. Because of critically interconnected services and overlapping service populations, CAYA should be co-located and connected to the Stewart-Marchman-Act facility at 1140 Red John Drive in Daytona Beach which is formally known as Volusia County Crisis Stabilization Unit (CSU), Detoxification Unit (Detox) and Emergency Screening (Pinegrove). This will also significantly increase the capacity to serve the chronically homeless community.

In parallel to the creation of a Come-As-You-Are service center for homeless single adults (eg implementation of Recommendation 2), there is a simultaneous critical need and opportunity to create additional emergency units for families with children (including unaccompanied minors/youth). Ideally a new location would be developed for families with children.

It is critical to understand that the number of people experiencing homelessness in Volusia County will likely increase dramatically if the service delivery model continues unchanged. To keep this from happening the stakeholders in the community need to adopt a strategic holistic action plan of changes, and then proactively implement this plan. To prevent increases, there needs to be an across-the-board change in “thinking” and a change in “doing.”

DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTION NO.: DDA 13-1

A RESOLUTION OF SUPPORT FOR THE PROPOSED
VOLUSIA SAFE HARBOR TRANSITIONAL SHELTER AND
SERVICE CENTER; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the Downtown Area of The City of Daytona Beach and surrounding cities in Volusia County have experienced an increase in the homeless population over the years; and

WHEREAS, existence of a large homeless population deters persons from visiting Downtown Area shops, restaurants, and other commercial establishments, and otherwise detracts from the quality of life in the Downtown Area of The City of Daytona Beach; and

WHEREAS, existence of a large homeless population deters investors from newly locating or relocating their businesses in the Downtown Area of The City of Daytona Beach, and restricts potential expansion of commerce and revitalization; and

WHEREAS, the Volusia Safe Harbor Transitional Shelter and Service Center ("Volusia Safe Harbor") has been proposed by Judge Belle Schumann and others to provide a solution to the problem; and

WHEREAS, Volusia Safe Harbor is a proposed 25,000 square foot facility to be constructed in the center of Volusia County, near the corrections facilities and the Emergency Operations and Sheriff's Communications Center; and

WHEREAS, Volusia Safe Harbor is to be a joint effort between the county and municipalities, working together with social service providers, for centralized homeless services that will save taxpayer money, assist economic revitalization efforts, improve public safety, and provide effective assistance to unsheltered adults throughout Volusia County; and

WHEREAS, the primary purpose of Volusia Safe Harbor is jail diversion instead of arrest and incarceration for those who have committed minor offenses. Volusia Safe Harbor is intended to be a temporary shelter where basic needs are met in a safe environment for approximately 250 people. Volusia Safe Harbor will be a transitional shelter to assist persons in bridging the gap from homelessness to permanent housing elsewhere; and

WHEREAS, Volusia Safe Harbor will provide guests with life skills classes, job retraining, and other services such as medical and dental clinics. In addition, case managers will make referrals for veterans or other benefits, substance abuse treatment, medical treatment, or other needs.

WHEREAS, a similar Safe Harbor program has been established in Pinellas County which is run by the Pinellas County Sheriff's Office which has proven very effective.

NOW, THEREFORE, BE IT ENACTED BY THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The Downtown Development Authority of The City of Daytona Beach hereby supports the proposed Volusia Safe Harbor project with centralized countywide management similar to the Pinellas County program model.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

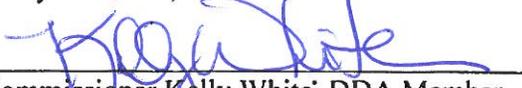


ROBERT ABRAHAM
Chairman

ATTEST:



Sheryl A. Cook, Vice Chairman



Commissioner Kelly White, DDA Member

Adopted: October 22, 2013



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FOR IMMEDIATE RELEASE

CONSOLIDATED HOMELESS SERVICES NEEDED

The Daytona Beach Downtown Development Authority (DDA) supports The City of Daytona Beach's efforts to implement a consolidated program to provide homeless services in Volusia County. The concentration of homeless services in Downtown Daytona Beach is counter-productive to the revitalization of Downtown.

The DDA is committed to marketing and promoting Downtown Daytona Beach to local residents and area tourists as a shopping, dining and entertainment destination through the **Riverfront Shops of Daytona Beach** campaign. This marketing campaign is designed to attract potential customers to the Downtown business district. A solid customer base is critical to the continued success of its historic shopping district and the local businesses.

The sizeable homeless population drives away customers for Downtown businesses. The concentration of homeless in Downtown parks and on sidewalks adjacent Downtown businesses draws negative comments from Downtown's customer base and weakens the ability for local merchants to operate successful businesses. Some homeless individuals are loitering, panhandling, urinating, defecating, and littering on public and private property in Downtown. These are small, family-owned businesses that are committed to a revitalized and vibrant Downtown Daytona Beach. These businesses and their customers deserve a safe environment for their businesses to grow and prosper. The homeless deserve a dedicated facility to provide a continuum of services that assists with their transition into a productive lifestyle.

The DDA encourages charitable organizations to work with government agencies and social service providers in a centralized location to assist economic revitalization efforts, improve public safety, and provide effective assistance to unsheltered people throughout Volusia County. The DDA supports the continued efforts of the City and its Police Department to enforce existing laws regarding use of public facilities and prohibitions on solicitation of money or food in the Riverfront Shops of Daytona Beach district.

Robert Abraham, Chairman
Daytona Beach Downtown Development Authority

For more information: <http://riverfrontshopsofdaytona.com>



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MEMORANDUM

DATE: December 12, 2014

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Market Manager Contract Amendment

Noeleen Foster, Market Manager, is requesting to change the manager fee from an hourly fee to a monthly lump sum fee in the current Farmer's Market Manager Contract. Currently, the Market Manager is paid \$18 per hour, up to a maximum of 20 hours per week. The following is the proposed revised fee in Section 7 of the contract:

- DDA will pay Manager a Management Fee of \$1, 250 per month.
- DDA will pay the Management Fee on or before the 1st Friday of each month.
- The Manager will provide the DDA a monthly managers' report two weeks prior to the fee payment. The report outlining services provided and status of the Farmers' Market during the prior month is required for payment.
- DDA will pay a performance bonus to the Manager based on the annual fiscal revenue collected over \$30,000. The Manager would receive 50% of revenue collected over \$30,000. The DDA would pay performance bonus on or before November 30, following the end of the fiscal year.

The proposed revised fee has several benefits to the DDA and staff:

- Reduces the annual Manager fees from a potential of \$18,720, based on the hourly fee and maximum hours per week, to a defined \$15,000 per year. The Manager fee can exceed \$15,000, if the revenues of the market exceed \$30,000 per fiscal year.
- Provides a performance incentive to increase the Market revenues.
- Streamlines the Manager fee payments to once a month, instead of several times a month.

**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 Noeleen Foster (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 semi-monthly on or before the 1st and 3rd Friday 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
Robert Abraham, Chair

By: Noeleen Foster
Noeleen Foster

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

Date: 9-1-12

By: Kelly White
Kelly White, Commissioner

Date: 9/1/12



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 13, 2014

TO: Downtown Development Authority Members

FROM: Jason Jeffries, Project Manager

SUBJECT: Riverfront Fridays

Attached is a proposal from Cinematique Theater to manage Riverfront Fridays.

Based on previous by the DDA, the DDA has already committed the following to Riverfront Fridays.

- Dedicated Riverfront Friday page on Riverfront Shops web site, event overview on the web site home page, and event calendar listing.
- Riverfront Shops Facebook page posts and event listing
- Event listing and stories in Riverfront Shops e-newsletter
- Event listing in hotel rack cards and In-room Concierge Book
- Listing in event directory poster
- Listing in event 4x6 palm cards

In addition, the DDA committed \$3,800 towards direct print and radio advertising for Riverfront Fridays. The CRA is paying for the event fees.



www.cinematique.org

Officers

*Jim Doumas
President*

*Davita Bonner
Vice President*

TO: Downtown Development Authority
FROM: Stephanie Mason-Teague, Executive Director Cinematique
RE: Cinematique Under The Stars
Riverfront Friday
DATE: December 12, 2014

*Michael Becker
Co-Director, DBFF*

Board Members

*Nadine Abrams
Carol Anderson-MeLean
Kathy Bracewell
Ethel Cook-Wilson
Crystal Finlay
Dr. Larry Gibel
Elizabeth King
Phyllis Lober
Pat Madacsi
Kathy Maloney-Johnson
Jacqueline Peacock
Jackie Rector
Matthew West*

Executive Director

*Stephanie Mason-Teague
Co-Director, DBFF*

Assistnat Managers

*Amanda Hoch
Bailey Burdelsky
John Barratt*

Theater Location

*242 S. Beach Street
Daytona Beach, FL
32114*

Background:

Cinematique of Daytona, a 501 (C)(3) non-profit corporation, has provided a free movie "Cinematique Under The Stars" to visitors and residents of Daytona Beach for many years. For the first several years, Cinematique paid all the costs associated with the monthly events - \$1500 - \$1700 each month. In recent years the DDA has partnered with Cinematique, reducing the monthly cost to Cinematique to \$1,000per month. A concerted effort on behalf of Cinematique and the DDA was made to encourage movie attendees to come early and visit the Riverfront Shops. Unfortunately, although several exciting things were done, none has had the desired outcome. Specifically, many of the merchants did not participate, and audiences came only for the movie.

Proposal:

Cinematique will continue to provide a "Cinematique Under The Stars" outdoor movie monthly on the 4th Friday of each month. Beginning in Jan. 2015, Cinematique will also coordinate live music and other pre-movie activities to encourage visitors to come downtown. Adding a dance under the stars in the spring and action adventure activities in the summer for example. An effort will be made to include as many Riverfront Shops as possible, encouraging specials, coupons, information tables etc. Since opening the Cinematique Theater on Beach Street four years ago, we have attendance data, completed surveys and hands on experience from many successful downtown events.

The DDA will continue to partner with Cinematique and provide:

- Use of Riverfront Park
- Allowing beer and wine sales
- Marketing and advertising support within the Riverfront digital plan
- Printing of 4x6 counter cards
- \$400 per month towards the hard costs of the movie, music, rental equipment, news-paper and radio advertisements and other costs associated with the monthly event