

DOWNTOWN DEVELOPMENT AUTHORITY

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

Michael O. Sznajstajler
Chairman
Quanita May
Commissioner
Sheryl A. Cook
Joseph H. Hopkins
Tammy M. Kozinski

AGENDA

Wednesday, October 2, 2019 4:00 p.m.
Conference Room 149-B

NOTICE – Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by this Board at this public meeting, such person will need a record of the proceedings and, for that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

	For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 671-8023		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.
---	--	---	--

In accordance with the Americans with Disabilities Act (ADA), persons with a disability needing a special accommodation to participate in the Board meeting should contact the City Clerk's Office, 301 S. Ridgewood Ave, Room 210, Daytona Beach, FL 32114, Ph: (386) 671-8023, Email: clerk@codb.us not later than 72 hours prior to the proceedings. If you are hearing or voice impaired contact the relay operator at 1-800-955-9771.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes:**
 - a. Special Meeting: September 18, 2019
4. **DDA Staff Report**
 - a. Event Update
 - b. Monthly Financial Report
 - c. Budget
 - d. Farmers Market Update
 - e. Downtown Projects Update
 - f. Public Safety Update
5. **Gold & Associates Presentation**
 - a. Monthly Presentation
6. **Public Comments**
7. **Board Comments**
8. **Adjournment**

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
SPECIAL MEETING
Wednesday, September 18, 2019**

The Special Meeting of the Downtown Development Authority was held Wednesday, September 18, 2019, at 4:00 p.m. in Conference Room 149B, 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

Board Members Present

Ms. Sheryl Cook, Vice Chair
Ms. Quanita May, Commissioner
Mr. Joseph Hopkins (arrived at 4:15 p.m.)
Ms. Tammy Kozinski

Board Members Absent

Mr. Michael Sznajstajler, Chair

Staff Members Present

Mr. Reed Berger, Redevelopment Director
Mr. Robert Jagger, City Attorney
Mr. David Waller, Deputy Public Works Director
Off. J. T. Thomas, Daytona Beach Police Department
Ms. Becky Groom, Board Secretary

1. Call to Order

Ms. Cook called the meeting to order at 4:05 p.m.

2. Roll Call

Roll was called and members were noted present as stated above.

2a. Approval of Minutes

a. Regular Meeting – August 27, 2019

A motion was made by Ms. Kozinski, seconded by Ms. May, to approve the minutes of the Regular Meeting of August 27, 2019, as presented. The motion carried (3-0).

3. **New Business**

- a. Event Co-Sponsorship agreement
- b. License Agreement for Use of Downtown City Facilities

Mr. Berger stated Al Smith, BullsEye Direct Marketing, is in attendance to discuss a proposed agreement for events in the downtown. Mr. Berger stated he is proposing to bring a final agreement back to the DDA for approval at the next meeting. Mr. Berger stated the agreement would be similar to what was used for the Burger & Brew event.

Mr. Jagger stated he would like direction from the Board on how the contract is to be drafted but will also review the Burger & Brew event contract for compatibility.

Al Smith, BullsEye Direct Marketing, stated he has proposed a schedule of events for the upcoming fiscal year but he has concerns regarding events where it is proposed to close the street.

Mr. Hopkins arrived for the meeting at 4:15 p.m.

Mr. Smith stated the Downtown Daytona Nights events were done years ago and were very successful. Mr. Smith stated the street closed events have been very successful with the public and attract large crowds; however, there is an expense of city fees that are required in order to close the street. Mr. Smith reviewed the proposed expenses for the Downtown Daytona Nights event which are projected to be \$9,200.

Mr. Smith discussed alcohol sales during events in the downtown and stated the city will not permit the City's alcohol license to be used for events. Mr. Smith stated the city will have to serve the alcohol and retain the profits from the sales. Mr. Smith suggested using some of the income from alcohol sales to offset the expenses for the street closing.

Mr. Berger stated a policy needs to be defined with the city regarding fees and noted Cultural Services and the City Manager would have to be involved in those discussions.

Mr. Smith stated the Main Street Merchants Association charges \$500 for selling alcohol and that is a fee that was negotiated with the city.

Mr. Berger stated he would present the discussion regarding alcohol sales on Beach Street with the City Manager.

Ms. May stated she has a meeting with the City Manager this week and she will discuss the alcohol sales issue with him. Ms. May stated she will ask if a percentage of the alcohol sales could be retained for the DDA.

Mr. Hopkins suggested the DDA receive 20% of the profits from alcohol sales and Ms. Kozinski suggested the amount going to the DDA should be 50% of the profits.

Ms. Cook asked if BullsEye receives anything from the merchants on Main Street from alcohol sales.

Mr. Smith stated he receives nothing from Main Street for alcohol sales.

Mr. Hopkins stated he is in agreement with having Ms. May discuss the alcohol sales with the City Manager and determining what percentage the DDA will receive.

Mr. Smith stated the Facebook page should be updated with information on planned events. Mr. Smith stated it is a good asset and is not being used. Mr. Smith stated the cable TV ads also need to be expanded. Mr. Smith stated he has a staff person who could help with updating the Facebook page.

Mr. Berger stated there are now additional Public Relations staff at the city and he will work to have them more involved in posting information to the Facebook page. Mr. Berger stated he will ask Susan Cerbone, the City's Public Information officer, or one of her staff members to attend the next DDA meeting in order to address the issue of updating information on the Facebook page.

Ms. May stated the Daytona Times reaches a large population and more information should be provided to them.

Mr. Jagger stated he can take the list of proposed events and develop a contract which he can present to the DDA at their next meeting.

Mr. Smith stated he is asking for the DDA to commit to funding the one event today and negotiate the fees for alcohol sales. Mr. Smith stated the most the DDA would commit to is \$5,200.

Mr. Jagger stated a revenue sharing agreement would be part of the license agreement and that would have to be approved by the City Commission.

Mr. Hopkins asked if the DDA could address the one event at this time.

Mr. Jagger stated he did not have an agreement for the DDA to approve today but noted the DDA could grant \$5,200 to BullsEye for the one event.

Mr. Jagger stated he can present an agreement to the DDA when they meet again in two weeks.

Mr. Smith stated he holds events on Main Street without an agreement. Mr. Smith stated he would like an assurance from the DDA that they will fund the \$5,200. Mr. Smith stated alcohol sales would be an option to get some of the money back to the DDA.

Mr. Hopkins stated events need to be held in the downtown and the DDA may want to grant the funds to Bullseye.

Mr. Jagger stated he can have an agreement presented for the next meeting but the alcohol sales issue cannot be resolved by that time.

Ms. Cook asked if the DDA wanted to give a "good faith" vote to BullsEye to indicate that the DDA is working towards finalizing an agreement for upcoming events.

Mr. Jagger stated he could draft the agreement for all events to present to the Board at the next meeting or the Board could proceed to approve DDA support of the BullsEye event planned for October 25, 2019.

Mr. Berger stated the motion should include the commitment by the DDA of \$5,200.

Mr. Jagger stated he will prepare the agreement for the October 25, 2019 event to be presented at the October 2, 2019 DDA meeting and will prepare the agreement for the remainder of the events which can be presented at the October 22, 2019 DDA meeting.

Public Comments:

There were no public comments.

Board Action:

A motion was made by Ms. Kozinski, seconded by Mr. Hopkins, to authorize the City Attorney to prepare the agreement for the Downtown Daytona Nights event to be held October 25, 2019 by BullsEye Marketing event and to present that agreement for approval on October 2, 2019 and to authorize the City Attorney to prepare the agreement for the remainder of the planned BullsEye Marketing events to be held in FY2019-2020 and present that agreement for approval at the October 22, 2019 DDA meeting. The motion carried (4-0).

Mr. Jagger left the meeting at this time.

Mr. Berger stated information on the SNAP program is available and a training session will be held on September 20, 2019. Mr. Berger stated the Farmers Market will start accepting SNAP the following week.

4. **Board Comments**

Ms. May stated she preferred to have the meetings at 4:00 p.m.

5. **Adjournment**

There being no further business, the meeting was adjourned.

Sheryl A. Cook, Vice Chair

Becky Groom, Board Secretary

DDA EVENT CO-SPONSORSHIP AGREEMENT

The Parties to this Event Co-Sponsorship Agreement are the **Daytona Beach Downtown Development Authority** (the “DDA”) and **Bullseye Direct Marketing** (the “Event Producer”).

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth below, the Parties agree as follows, effective on the date of the last signature below:

Section 1. Description of Event. Event Producer intends to hold the “Downtown Daytona Nights” (the “Event”) on Friday, October 25, 2019, within the Downtown Area of the City of Daytona Beach (the “City”), along Beach Street between International Speedway Blvd. (ISB) and Orange Ave. in the Sub-Licensed Area as shown on Exhibit A, attached hereto and further described in Section 2 below. The Event will include 1 to 4 stages with music, show cars, and sidewalk sales. The Event Producer will also provide a minimum of one tent within the Sub-Licensed Area during the Event for the purpose of Event-related information. The Event will be open to the public on Friday, October 25, 2019, from 4:00 p.m. – 11:00 p.m. The Event Producer will coordinate with and encourage merchants within the DDA Licensed Area of Beach Street to promote and participate in the Event.

Section 2. Sub-License / Event Location. DDA hereby grants Event Producer a sub-license to use a portion of the area it has under License from the City of Daytona Beach (the “Sub-Licensed Areas”) from 3:00 p.m. to 12:00 Midnight on the day of the Event (which includes time for set-up and break down). This license includes closing that portion of Beach Street between International Speedway Blvd. and Orange Ave.. Event Producer’s license to use this Sub-Licensed Area is conditioned upon Event Producer: (i) obtaining an outdoor event permit from the City pursuant to Chapter 82 of the City Code or alternatively, enter into a facility use agreement with the City, if required, and strictly complying with all terms and conditions of the permit or agreement; (ii) indemnifying and holding DDA harmless as provided below; (iii) naming the DDA as additional insured on any liability insurance policies that Event Producer is required to obtain for the outdoor event permit; and (iv) setting up and operating the tents referenced above in such a manner that the tents do not unduly impede pedestrian ingress and egress along public sidewalks.

Section 3. Performance Standards. In the planning, promotion, and conduct of the Event, Event Producer will:

(a) Take commercially reasonable steps to ensure that the Event is a family-friendly event, suitable and attractive to people of all ages, and that the Event promotes the good will of the DDA and the City’s Downtown Area.

(b) Actively advertise, market, and promote the Event, including through sale of advertisements and, as applicable, sponsorships, to maximize event attendance and profitability, consistent with the requirements of (a) above. All advertisements, promotional materials, and sponsorships are subject to prior approval of DDA’s designated representative identified below, for purposes of ensuring compliance with (a) above. To this end, the DDA’s designated representative will reject all advertising and promotional materials (including sponsorship acknowledgments) that promote products or services that are not suitable for view by minors; or that promote political candidates or causes; or that contain lewd, obscene, or violence-promoting language, images, or symbols.

(c) Apply for and obtain an outdoor event permit from the City in accordance with Chapter 82 of the City Code or alternatively, enter into a facility use agreement with the City, if required; and conduct the Event in strict compliance with the terms and condition of any outdoor event permit issued by the City or facility use agreement entered into with the City.

(d) Within the Tents referenced in Section 1 above, provide readily visible space for the placement of materials (provided by DDA) for the promotion of the Riverfront Shops and for visitors to sign up for receipt of DDA newsletters and/or other DDA promotional emails.

(e) Provide proposed advertising and promotional content on the Event to the DDA in a timely manner, so as to allow DDA to approve and develop advertising and marketing materials identified in Section 4.

(f) At all times while conducting the Event, maintain a clean, neat appearance within the Sub-License Area.

Section 4. DDA Sponsorship.

(a) In consideration of the Event Producer's agreement to promote, market, and conduct the Event in accordance with the requirements herein, the DDA will pay for the permitting fees up to \$3,000, in order to take advantage of the DDA's discounted rate. The DDA will contribute another \$2,200 for additional expenses of the Event.

The DDA is not responsible for any additional funding if the costs of the event exceeds the estimated budget of Event Producer.

(b) In addition, DDA will promote the Event through the following media and materials, provided that such activities do not require DDA to expend additional monies beyond those previously budgeted for such media and materials:

- DDA Website (Riverfront Shops of Daytona Beach)
 - Feature copy on Home Page
 - Event Specific Page
 - Listed on Event Calendar
- Riverfront Shops Monthly E-newsletter
 - Listed as upcoming Event
- Riverfront Shops Facebook Page
 - Event Promotion Posting
 - Event Calendar Posting

Section 5. Acknowledgement of DDA as Sponsor. In consideration of DDA's agreement to co-sponsor the Event, Event Sponsor will acknowledge DDA as a major sponsor of the Event on all advertising and promotional material created or used by Event Producer for the Event.

Section 6. Event Planning and Procedure. The Parties will work with one another in good faith to coordinate obtaining permits and promotion of the Event consistent with the provisions of this Agreement.

Section 7. Designated Representatives; Notice.

(a) The City's Deputy City Manager for Development Services, or any other person designated by the DDA Board, will be the designated representative for the DDA in all matters arising under

this Agreement. Kelley A. Koliopulos or her designee will be the designated representative for Event Producer in all matters arising under this Agreement.

(b) 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, transmitted to a receiving fax machine followed by hard copy within two days, or if by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To Event Producer:
Kelley A. Koliopulos
Bullseye Direct Marketing
140 South Beach Street, Suite 304
Daytona Beach, FL 32114
(386) 238-4001

To the DDA:
Michael O Sznajstajler, Chairman
Daytona Beach DDA
301 South Ridgewood Avenue
Daytona Beach, FL 32114
(386) 671-8010

w/copy to: James Morris
Deputy City Manager
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
(386) 671-8121
(386) 671-3975 – fax

Section 9. Indemnification. For and in consideration of payment of \$10.00, receipt of which is acknowledged, Event Producer hereby indemnifies and holds harmless the DDA, the City, and the DDA's and City's respective officers, employees, and agents, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts or negligent omissions of Event Producer or Event Producer's officers, employees, and agents, in association with the Event Producer's advertising, promotion, or conduct of the Event or the exercise of Event Producer's rights and obligations under this Agreement; except when such claim, damage, loss, or expense is the result of the negligence of the DDA, the City, or anyone directly or indirectly employed by the DDA or City or anyone for whose acts the DDA or City may be liable. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 10. Insurance.

Contractor will provide and maintain at Event Producer's sole expense, insurance of the kinds of coverage and in the amounts set forth in this Article, primary and non-contributory with the City's own insurance, in form and from companies satisfactory to the City.

(a) Coverage and Amounts. Subject to paragraph (b), below, required coverages and amounts are as follows:

- (1) **Workers Compensation** Insurance as required by Florida Statutes, Chapter 440 (and any other applicable federal laws), for all employees of Contractor, employed at the site of the service or in any way connected with the services being provided under this Contract. The insurance required by this provision will comply fully

with the Florida Workers' Compensation Law and include Employers' Liability insurance with limits of not less than \$500,000 per occurrence, project specific. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Commercial General Liability** insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the services being provided under this Contract.

The limit of liability under the Commercial General Liability policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence, project specific. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000, project specific.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AND DDA AS ADDITIONAL INSURED.

Unless specifically waived hereafter in writing by the Risk Manager, Event Producer agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) Subcontractors' Insurance. Each of Event Producers' subcontractors will be required to provide insurance in substantially similar form to the insurance required of Event Producer above based on services provided.

(c) Required Changes in Coverage and Amounts of Coverage. The City may at any time require Event Producer to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Contractor's policies. Contractor must comply with such requirements within 30 days after the City's demand.

(d) Reasonable Deductible. Any insurance policy required by or pursuant to this Section may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Event Producer to the City and approval from the Risk Manager for the City is given, which approval shall not be unreasonably withheld or delayed.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Event Producer or sub-contractor providing such insurance.

(e) Proof of Insurance. Event Producer will furnish proof of the required forms and coverages referenced above to the Risk Manager for the City prior to or at the time of execution of this Contract. Event Producer will not commence work until all proof of such insurance has been filed with and approved by the Risk Manager. Contractor will furnish proof of any new or amended coverages to the Risk Manager promptly upon being directed to do so. The City may require Event Producer to halt operations until Event Producer has provided such insurance.

(f) Form of Evidence of Coverage. Event Producer will furnish evidence of all required insurance in the form of certificate of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by Risk Manager, Event Producer will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the Risk Manager.

Anything to the contrary notwithstanding, the liabilities of the Event Producer under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration, limitation, exclusion or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor shall relieve the contractor or its sub-contractors from responsibility to provide insurance as required by the contract.

(g) Replacement Required. Event Producer will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If such insurance will lapse, the City expressly reserves the right to renew the insurance at Event Producer's expense.

(h) Termination of Insurance. Event Producer may not cancel the insurance required by this Contract until all services are completed, accepted by the City, and Event Producer has received written notification from the Risk Management Division of the City that Event Producer may cancel the insurance required by this Contract and the date upon which the insurance may be cancelled.

Section 11. No Right to Assign. Event Producer may not assign its rights or obligations under this Agreement without the DDA's express prior written approval.

Section 12. Default and Termination.

(a) The Event Producer will be in default if:

(i) The Event Producer fails to promote or operate the Event in accordance with the requirements of this Agreement; or

(ii) The Event Producer fraudulently misrepresents to any third party the nature of this Agreement, or Event Producer's relationship with the DDA as an independent contractor, or misrepresents information required to be submitted in the Event Producer's permit/facility use application to the City; or

(iii) The City revokes the permit under this Agreement for any of the reasons outlined in City Code Section 82-68; or

(iv) The Event Producer commits any other material breach of this Agreement, and such failure continues for more than 15 days after receipt of notice and an opportunity to cure.

Upon Event Producer's default, the DDA will have the right to immediately and without notice terminate this Contract and all rights arising hereunder.

(b) DDA will be in default if DDA materially breaches its obligations hereunder, and such breach continues for a period of at least 30 days after Event Producer has provided DDA written notice of such breach; except when the nature of the breach is such that it cannot be reasonably cured within this period, in which instance the cure period will be extended by one day for each day that the DDA is diligently seeking to cure the breach. In the event of the DDA's breach, the Event Producer's sole remedy will be immediately and without notice terminate this Contract.

(c) In the event of termination under this Section, the Event Producer will immediately cease referring to the DDA as co-sponsor.

Section 13. General Provisions.

(a) This Agreement will not be deemed to create a partnership, joint venture, or similar relationship between the Parties. The Parties will act solely as independent contractors.

(b) This Agreement 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. This Agreement has been drafted through the joint effort of both Parties, and, hence, no ambiguity will be construed against either Party.

(c) Except as otherwise provided herein, no change or modification of this Agreement will be valid unless the same is in writing and signed by all Parties. No waiver of any provision of this Agreement will be valid unless the same is in writing and signed by the Party against whom enforcement is sought.

(d) THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

DDA

By: _____
Michael O Sznajstajler, Chairman

Date: _____

By: _____
Sheryl Cook, Vice-Chair

By: _____
Quanita May, City Commission Member

EVENT PRODUCER

By: _____

Date: _____

Printed Name: _____

Title: _____

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

The City of Daytona Beach

COMMISSION-MANAGER PLAN
DAYTONA BEACH, FLORIDA 32115-2451

BUDGET DIVISION
P.O. Box 2451

FAX 386-671-8065
PHONE AREA 386-671-8000

MEMORANDUM

TO: James V. Chisholm, City Manager

FROM: Fred Coulter, Budget Officer

DATE: August 30, 2019

SUBJECT: Rate of Taxation and Adopting the FY 2019/20 Budget – Downtown Development Authority.

For the September 4, 2019, Downtown Development Authority meeting, we are proposing two Resolutions. The first Resolution adopts a tentative ad valorem property tax millage rate, determining the amount and fixing the Rate of Taxation in making the Annual Property Ad Valorem Levy in the amount of 1.0000 of non-exempt assessed taxable value for General Fund Operation of The Daytona Beach Downtown Development Authority. This is a decrease of 5.42% from the roll back millage rate of 1.0573.

In addition, the second Resolution tentatively adopts the budget for the fiscal year October 1, 2019, to September 30, 2020, for the Downtown Development Authority (DDA); prescribing the net sources of Revenue in the estimated amount of \$229,594, and Expenditures of \$229,594.

RESOLUTION NO. DDA 19-XXX

A RESOLUTION TENTATIVELY DETERMINING THE AMOUNT AND FIXING THE RATE OF TAXATION IN MAKING THE ANNUAL PROPERTY AD VALOREM LEVY IN THE AMOUNT OF 1.0000 PER \$1,000 OF NON-EXEMPT ASSESSED VALUE FOR GENERAL FUND OPERATIONS OF THE DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019, THROUGH SEPTEMBER 30, 2020; DECREASING PROPERTY TAXES BY 5.42%; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065(1), Florida Statutes, the Honorable Larry Bartlett, J.D., Property Appraiser for the County of Volusia, has certified the taxable value of property within the City of Daytona Beach, said certification being dated June 21, 2019; and

WHEREAS, at its July 23, 2019, meeting the Authority Board proposed an aggregate millage rate of 1.0000 for FY 2019/20, and established a hearing time for adoption of the tentative millage rate at 6:00 p.m., September 4, 2019, in City Commission Chambers; and

WHEREAS, on or about August 16, 2019, the Honorable Larry Bartlett, J.D., C.F.A., Property Appraiser for the County of Volusia, mailed by first class mail a notice to each property owner within the Authority advising of the rolled-back tax levies, the proposed tax levies, and the hearing date, time, and location.

NOW, THEREFORE, BE IT RESOLVED BY THE DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY:

SECTION 1. It is hereby found that a Public Hearing has been conducted on September 4, 2019, at 6:00 p.m., Eastern Daylight Savings Time, in Commission Chambers, Room 290, City Hall, 301 South Ridgewood Avenue, Daytona Beach, Florida, in accordance with Section 200.065(2)(e), Florida Statutes.

SECTION 2. The Board of the Daytona Beach Downtown Development Authority after carefully investigating the rate of taxation necessary to raise the sum of money

required to meet an appropriation for operations for FY 2019/20, and after hearing the general public at a Public Hearing, does hereby tentatively find and determine the rate of taxation necessary shall be 1.0000 on each \$1,000 of assessed taxable real and personal property lying and being within the jurisdiction of Authority. The millage rate tentatively adopted by the Authority herein is lesser than the rolled-back rate of 1.0573 by 5.42%.

SECTION 3. A Public Hearing shall be duly advertised and held on September 18, 2019, at 6:00 p.m., Eastern Daylight Savings Time, in Commission Chambers, Room 290, City Hall, 301 South Ridgewood Avenue, Daytona Beach, Florida, for the purpose of enacting a final millage levy for FY 2019/20.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

DAYTONA BEACH DOWNTOWN
DEVELOPMENT AUTHORITY

MICHAEL O. SZNAPSTAJLER
Chair

ATTEST:

LETITIA LAMAGNA
City Clerk

Adopted:

RESOLUTION NO. DDA 19-XXX

A RESOLUTION TENTATIVELY ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2019, TO SEPTEMBER 30, 2020, FOR THE DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY; PRESCRIBING THE NET SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$ 229,594; SETTING FORTH EXPENDITURES IN THE AMOUNT OF \$ 229,594; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Daytona Beach Downtown Development Authority has prepared its annual report and budget for Fiscal Year 2019/20 and has submitted the same to the Authority Board; and

WHEREAS, the proposed budget sets forth in detail information on the receipts and expenditures; and

WHEREAS, the Authority has made a study of the recommended budget and has made amendments thereto as indicated in the budget; and

WHEREAS, the Honorable Larry Bartlett, J.D., C.F.A., Property Appraiser for the County of Volusia, on or about August 17, 2019, mailed to each property owner within the Authority a notice of a budget hearing to be conducted on September 4, 2019, at 6:00 p.m., Eastern Daylight Savings Time, in Commission Chambers, Room 290, City Hall, 301 South Ridgewood Avenue, Daytona Beach, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY:

SECTION 1. The amounts anticipated for the various funds are attached hereto and by reference made a part hereof.

SECTION 2. The 2019/20 Fiscal Year Budget for The Daytona Beach Downtown Development Authority attached hereto, is hereby tentatively adopted.

SECTION 3. It is hereby found that prior to the adoption of this Resolution, a Public Hearing permitting the general public to speak and ask questions has been conducted on September 4, 2019, at 6:00 p.m., Eastern Daylight Savings Time, in Commission Chambers, Room 290, City Hall, 301 South Ridgewood Avenue, Daytona Beach, Florida, in accordance with Section 200.065(2)(e), Florida Statutes.

SECTION 4. A Public Hearing shall be duly advertised and held on September 18, 2019, at 6:00 p.m., Eastern Daylight Savings Time, in Commission Chambers, Room 290, City Hall, 301 South Ridgewood Avenue, Daytona Beach, Florida, after which final adoption of the budget for FY 2019/20 will be considered.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

DAYTONA BEACH DOWNTOWN
DEVELOPMENT AUTHORITY

MICHAEL O. SZNAPSTAJLER
Chair

ATTEST:

LETITIA LAMAGNA
City Clerk

Adopted:



DOWNTOWN

DEVELOPMENT AUTHORITY

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

Michael O. Sznajstajler
Chairman
Quanita May
Commissioner
Sheryl A. Cook
Joseph H. Hopkins
Tammy M. Kozinski

TENTATIVE 2019 – 2020 BUDGET

Overall Revenue

Ad Valorem Taxes	\$137,927
Transfer from CRA	55,567
Interest on Investments	100
Farmers Market Revenue	30,000
Farmers Market Sponsorships	<u>6,000</u>
	\$229,594

Overall Expenses

Administrative Expenses	2,950
Professional & Technical Services	49,000
Downtown Marketing	34,000
Downtown Event Expenses	45,000
Farmers' Market Expenses	36,000
Contingency	7,077
Payment to Downtown CRA	<u>55,567</u>
	\$229,594

TENTATIVE 2019 – 2020 BUDGET BY ACTIVITIES

FARMERS' MARKET ACTIVITIES

Item	Total
Market Manager	18,000
Manager Supplies	1,500
Marketing	6,000
Market Events	1,500
SNAP Program	3,000
Insurance	1,500
Booth Merchandise	3,000
City Fees	1,500
Total	\$ 36,000

DDA GENERAL ACTIVITIES

Item	Total
Contract Services	1,000
Professional Services	45,000
Technical Services	3,000
Office Supplies	2,000
Care and Subsistence	500
Professional Memberships	450
Downtown Marketing	34,000
Downtown Events	5,000
Contingency	7,077
Payment to Downtown CRA	55,567
Total	\$ 153,594

DOWNTOWN EVENT ACTIVITIES

Item	Total
Event Advertising	40,000
Total	\$ 40,000

**TENTATIVE 2019 – 2020 BUDGET
GENERAL ACTIVITIES BY SOURCE OF FUNDING**

Item	Base Expenditures	CRA Expenditures	Total
Contract Services	1,000	0	1,000
Professional Services	23,433	21,567	45,000
Technical Services	3,000	0	3,000
Office Supplies	2,000	0	2,000
Care and Subsistence	500	0	500
Professional Memberships	450	0	450
Downtown Marketing	0	34,000	34,000
Downtown Events	5,000	0	5,000
Contingency	7,077	0	7,077
Total	\$ 42,460	\$ 55,567	\$ 98,027

GOLD

The Veranda • 814 A1A North, Ponte Vedra Beach, FL 32082
 (904) 285-5669 • strikegold.com

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY - Riverfront Shops Project Update • 09/26/19

Job	Action Steps
BROCHURES – Visitors Centers, Lodging, Etc.	Distribution started 6/1. (Designed merchant insert for FY 2019-2020. Revised in September to be a merchant listing. Print ASAP in October.
COMMUNITY PRINT ADVERTISING – Newspapers & Magazines	Daytona Times advertising for SNAP began 9/25 and continues through October.
CO-OP ADVERTISING – In-Room Book, Etc.	Book is finished in September. (Not recommended for new fiscal year.)
E-BLASTS – Consumer (Riverfront Shops Guests/Prospects)	Write & distribute eblasts monthly. SNAP blast designed and elements sent to the City to deploy. Last e-blast sent the w/o 9/23.
E-BLASTS – Merchant (Marketing/DDA Updates)	Distribute on an ongoing basis featuring special events. Next to feature the Farmers' Market and fall events. Last e-blast sent the w/o 9/23. Wrote and designed a flyer in August and re-sent in September. Shows event organizers all of the support they will receive from the DDA. Revised w/o 9/23.
EVENT SUPPORT FLIER – For Event Organizers	Includes seasonal print, ongoing Facebook and Google ads, plus consumer eblasts, calendar updates, press releases, and brochure distribution. Printed SNAP announcement materials. (Posters, flyers, and banners.) Online budget increased for September and print ads started 9/25.
FARMERS' MARKET PROMOTION – Ongoing Campaign	Ongoing search and display advertising. (Prepare/present analytics monthly.) Re-sent client old branding/advertising used for the boat parade and other events. Developed a list of names for the holiday kick-off parade to be held on Beach Street in September. (Awaiting client selection.)
HOLIDAY CAMPAIGN – Seasonal Promotions	Updated 5-6 times per year. Update next with fall events. (Awaiting Daytona Nights event graphics.)
KIOSK DIRECTORIES – Maps & Listings	Updates made to website and social media on a daily/weekly basis.
ONLINE CALENDAR UPDATES – Website & Facebook	Schedule shoot during a fall event. (To include professional talent.)
PHOTOGRAPHY – Throughout Downtown	Write & distribute releases monthly. (Review those from the City, County, and VCB weekly.)
PRESS RELEASES – Businesses & Events	Write, program, and distribute surveys annually. (Last conducted in December. Findings presented to DDA in January/February.) Branding survey launched the w/o 9/23.
RESEARCH – Consumer (Riverfront Shops & Farmers' Market.)	Write, program, and distribute surveys quarterly. (Last conducted in April. Findings presented to DDA in April/May.) Branding survey launched the w/o 9/23.
RESEARCH – Merchant	Prepared plan alternatives with cost estimates. Created press release and layouts for flyers, posters, and banners. Ads started in the Daytona Times 9/25 and continue through October.
SNAP – Announcement Materials	Ongoing advertising focused on events, along with general Riverfront Shops and Farmers' Market ads. (Campaign updated weekly.) SNAP ads started 9/24.
SOCIAL MEDIA ADVERTISING – Facebook	Ongoing posting. Farmers' Market Manager handles, including SNAP. (Analytics prepared and presented monthly.)
SOCIAL MEDIA POSTING – Farmers' Market	New events posted weekly as received. Event organizers also to post. "Liked" merchants' pages as Riverfront Shops page.
SOCIAL MEDIA POSTING – Riverfront Shops	Annual plan developed and presented to DDA in Jan. and Feb. Discussed at April meeting. Finalized at August meeting.
STRATEGIC MARKETING PLAN – Annual	Updated for the City and DDA monthly. Revised costs and tactics for the new fiscal year in June, July, August, and September.
TACTICAL PLAN – Monthly	In-room advertising ends in September. (Not recommended for new year.)
TELEVISION – Cable, In-Room, Etc.	Maintain and optimize continuously, including calendar. New site built with additional security and ADA features added. Hosting purchased for two years. New site launched 9/21.
WEBSITE – Riverfront Site Listing & Content Updates	

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY
2018 - 2019 MARKETING FLOWCHART

Updated September 26, 2019

				OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	
F. FARMERS' MARKET				Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	Saturdays	\$6,937
IN-ROOM CONCIERGE BOOK	Distributed at local hotels. Included in the Riverfront Shops section. (Net amount paid by DDA.)	3 Mo. Prior	2 Mo. Prior	\$1,000	-	-	-	-	-	-	-	-	-	-	-	\$1,000
SOCIAL MEDIA	Geo/age targeted ads on social media sites.	2 Weeks Prior	1 Week Prior	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
ONLINE MEDIA	Google geo/content targeted ads (including remarketing).	2 Weeks Prior	1 Week Prior	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
RADIO PROMOTION	Southern Stone stations. (Part of events buy.)	4 Weeks Prior	3 Week Prior	-	-	-	-	-	-	-	-	-	-	-	-	N/A
BROCHURE RACK CARDS	Farmers' Market included in Riverfront Shops brochure.	2 Weeks Prior	1 Week Prior	-	-	-	-	-	-	-	-	-	-	-	-	N/A
ADVERTISING	Included in digital and print advertising campaign.	3 Weeks Prior	2 Weeks Prior	-	-	-	-	-	-	-	-	-	-	-	-	N/A
SNAP MARKETING	Fall expenses for printing (\$840) and media (\$747 for Daytona Times and \$750 for online).	3 Weeks Prior	2 Weeks Prior	-	-	-	-	-	-	-	-	-	-	\$840	\$1,497	\$2,337
TOTAL				\$21,785	\$19,638	\$11,693	\$9,275	\$6,818	\$8,998	\$14,436	\$6,351	\$8,444	\$7,488	\$8,328	\$6,485	\$ 129,733

Materials to be Produced
Materials to be Distributed/ Run
Task Completed

