

**DOWNTOWN DEVELOPMENT AUTHORITY  
MINUTES  
Tuesday, December 17, 2019**

The meeting of the Downtown Development Authority was held Tuesday, December 17, 2019, at 8:00 a.m. in Conference Room 149B, 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

**Board Members Present**

Mr. Michael Sznajstajler, Chair  
Ms. Sheryl Cook, Vice Chair  
Ms. Quanita May, Commissioner (arrived at 9:10 a.m.)  
Ms. Tammy Kozinski  
Mr. Joseph Hopkins

**Staff Members Present**

Mr. Reed Berger, Redevelopment Director  
Mr. Robert Jagger, City Attorney  
Off. J. T. Thomas, Daytona Beach Police Department  
Ms. Sherry Randolph, Communications Manager  
Ms. Shelley Szafraniec, Communications Specialist  
Ms. Becky Groom, Board Secretary

**1. Call to Order**

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

**2. Roll Call**

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

**3. Approval of Minutes**

**a. Regular Meeting – October 22, 2019**

Ms. Cook asked that the minutes be corrected on Page 5, fourth paragraph from the bottom, to read "someone" from Public Information attend the meeting.

A motion was made by Mr. Hopkins, seconded by Ms. Cook, to approve the minutes of the Meeting of October 22, 2019, as corrected. The motion carried (4-0).

b. **Regular Meeting – November 26, 2019**

Mr. Hopkins asked that Page 5 be corrected, second paragraph from the bottom, to read the DDA “contracted” to hold more events.

A motion was made by Mr. Hopkins, seconded by Ms. Cook, to approve the minutes of the meeting of November 26, 2019, as corrected. The motion carried (4-0).

4. **DDA Staff Report**

a. Event Update – 2020 Event Agreement

Mr. Berger presented the proposed event schedule for 2020 as well as the proposed agreement with BullsEye Direct Marketing. Mr. Berger stated Al Smith of BullsEye Direct Marketing and the City Attorney, are in attendance and prepared to discuss the agreement. Mr. Berger stated the events will be held on Beach Street and Magnolia. Mr. Berger stated changes will be made to the license agreement with the City since the Farmers Market will be moving to Magnolia. Mr. Berger stated the plan is to use the area along Wall Street as well. Mr. Berger stated there will be an area for pedestrian access which will not require street closures. Mr. Berger stated the two proposed Downtown Daytona Nights events are not included in the DDA request since there is not sufficient funding in the DDA budget to support those events.

Mr. Jagger provided a revised exhibit to the agreement which corrected lettering in the agreement and noted a change had been made to language regarding the DDA’s discretion to provide advertising. Mr. Jagger stated the DDA’s obligation under the proposed agreement is to provide permitting fees.

Mr. Smith stated he is requesting payment of 50% of the amount budgeted 45 days prior to the event with the remaining 50% paid after BullsEye has provided staff with the statistics from the event showing participation.

Mr. Sznajstajler asked for clarification since he understood the city will be paying the permit fees directly and the DDA will be doing their own advertising and there would be no direct payments to BullsEye.

Mr. Berger stated that is correct.

Mr. Smith stated in the past he has paid for his own advertising, such as posters which is different than the funds he receives to put on an event.

Mr. Jagger stated there are no funds that go directly to BullsEye and noted the proposed agreement that is before the Board is the same as was used in the past agreement.

Mr. Sznajstajler stated the DDA is proposing to commit \$32,000 for event fees, which are permitting fees.

Mr. Smith stated for the most recent events, he was reimbursed for items, such as artwork to prepare posters, marketing, and posting on social media.

Mr. Berger stated Mr. Smith was paid grant funds and this is different from a grant.

Mr. Jagger stated what is proposed today is the same agreement that was used in the past; but he stated what Mr. Smith is referring to are the single agreements that were prepared for the most recent events which were coordinated by BullsEye and were paid as a sponsorship. Mr. Jagger stated that sponsorship was not tied into a cost and the funds were a grant. Mr. Jagger stated it is up to the DDA to decide how they want to go forward but he has not discussed providing funding to BullsEye.

Mr. Berger reviewed the proposed expenditures for the upcoming proposed events and noted there is a fee of \$2,000 for advertising and \$6,000 for closing the street.

Mr. Smith stated he is not comfortable with the way the agreement reads and stated the \$2,000 is more than permitting fees. Mr. Smith stated the permitting fees for the Beer and Bacon event would be \$500.

Ms. Kozinski asked Mr. Smith if his preference is that BullsEye pay the permitting fees instead of the city.

Mr. Smith suggested the permitting fees be subtracted.

Mr. Sznajstajler stated there is an event planned for February; and the DDA meets again on January 23, 2020. Mr. Sznajstajler stated between now and the next meeting, the permitting fees can be determined for the February event and Mr. Smith could inform the DDA at that time where the remainder of the funds will be used.

Mr. Jagger stated the agreement can be revised to indicate BullsEye will be reimbursed for all costs related to an event and Mr. Smith would

be required to submit bills and the DDA will reimburse BullsEye for those expenses.

Mr. Smith stated there is frustration for him because the bills submitted are reviewed by staff members other than Mr. Berger and many times there are questions and delays in payment.

Mr. Sznajstajler stated Mr. Smith would need to provide an invoice and a payment record to Mr. Berger.

Mr. Smith stated that then requires him to pay someone and he is then waiting for reimbursement.

Mr. Berger stated a partial payment can be made but he feels the permit fees should be paid upfront as early as possible.

Mr. Sznajstajler stated he feels the fees should be paid directly from the DDA to the city when the application is submitted and approved.

Mr. Smith stated transferring money within the city is fine with him. Mr. Smith stated there are costs other than street closing, such as putting stages in place for bands.

Mr. Sznajstajler stated Mr. Smith has a proven track record and is excited about where the DDA is headed regarding events. Mr. Sznajstajler stated the DDA is committing more funds for events than was committed last year and there is no financial return proposed and noted the \$38,000 proposed is a larger commitment than he has seen in the two years he has been on the DDA.

Mr. Berger stated Mr. Smith has secured sponsorships and believes there will be other sponsorships added.

Mr. Smith stated the Wine and Chocolate Walk will attract between 800 and 900 people but the Downtown Daytona Nights will attract around 3,000 people.

Ms. Kozinski stated she does not feel it is unreasonable for Mr. Smith to request a portion of the cost upfront.

Mr. Sznajstajler stated if the cost for closing the street is \$3,000 the DDA is already paying half of the \$6,000 amount proposed upfront; and if Mr. Smith requests \$1,500 up front, the DDA has already expended \$4,500.

Mr. Jagger stated the only risk to the DDA is a relatively small amount and the contract can always be terminated so the only risk would be the upfront money. Mr. Jagger stated from a legal standpoint his recommendation is to provide for reimbursements so there is no risk. Mr. Jagger stated what Mr. Smith is proposing is not a large risk.

Ms. Kozinski asked if the DDA pays the permit fee and the event is cancelled, does the city reimburse the DDA the permit fee.

Mr. Smith stated he had planned an event that was canceled due to the most recent hurricane, and the event was rescheduled so the city did not lose the permit fee amount.

Mr. Berger stated it is his understanding that if an event is not held, the city will reimburse the fees that have been paid.

Mr. Berger stated regarding the upfront payment requested by Mr. Smith, he suggests an invoice be provided by BullsEye, regardless as to whether the invoice has been paid by BullsEye or not.

Mr. Smith stated if the city will reimburse him from an invoice that he has not paid, that would not be a problem. Mr. Smith stated he could provide invoices to Mr. Berger the day after an event for his expenses that were incurred, and the invoices could be paid when the city provides payment to him.

Mr. Jagger stated he recommends approving the agreement with the changes that a breach of contract clause be added for non-payment to vendors and a clause be added for the DDA to pay invoices upon submittal by BullsEye and payment would be made directly to BullsEye. Mr. Jagger stated there would be no upfront money to BullsEye as was paid through a grant for the most recent events. Mr. Jagger noted BullsEye will not receive any funds until they show the cost associated to the city. Mr. Jagger noted if BullsEye does not spend \$6,000, \$6,000 will not be reimbursed to them. Mr. Jagger stated reimbursement will be based on an invoice or a purchase order. Mr. Jagger stated the changes can be made to the agreement and if the DDA approves a motion noting those changes to the agreement, the agreement can be provided to Mr. Smith for his signature.

**Public Comments:**

John Nicholson, 413 N. Grandview, Daytona Beach, Florida stated he feels the DDA should ask for the actual costs incurred and not a flat amount. Mr. Nicholson noted the proposed contract will be used in

other areas as well. Mr. Nicholson stated Ms. May asked for additional money from the City and the DDA argued against it.

Officer J. T. Thomas stated upfront costs were provided to Southern Stone so what BullsEye is requesting is not different from what was approved in the past.

Ms. Cook stated the DDA agreed that Ms. May should approach the city to request additional funding so the DDA did not turn down Ms. May's offer to approach the city. Ms. Cook stated the DDA discussed the need for additional advertising to promote the downtown during the streetscape project. Ms. Cook thanked the Public Information staff for their efforts in helping to provide information regarding the downtown.

Mr. Sznajstajler stated the minutes reflect that Ms. May was directed by the DDA to ask for additional funding and to outline how those funds would be used, not just a blank request for additional funding.

Mr. Berger stated unless Ms. May has other thoughts, it is still his plan to request additional funds during the construction project.

Mr. Smith stated it is his belief that events will be the way to draw people to the downtown during the construction project and to help the businesses in the downtown.

**Board Action:**

A motion was made by Ms. Kozinski, seconded by Ms. Cook, to approve the proposed agreement with BullsEye Direct Marketing, including the changes as proposed by the City Attorney, which include a breach of contract clause for non-payment to vendors and reimbursement be made to BullsEye for expenses associated with an event based on an invoice or purchase order submitted by BullsEye. The motion carried (4-0).

b. Monthly Financial Report

Mr. Berger stated it has only been three weeks since the last report was provided to the DDA so there has not been much activity as far as expenses.

c. Farmers Market Update

Mr. Berger stated the Farmers Market is not doing very well and is not healthy in terms of revenue. Mr. Berger stated one of the fresh

produce vendors has returned and several vendors have expressed interest in attending the Market when it is moved to Friday evenings.

Ms. Kozinski asked when the Market will be moving to Magnolia.

Mr. Berger stated the city will have to go out for an RFP for some lighting and electrical repairs so the plan is to open the Market on Magnolia in March. Mr. Berger stated a change will have to be made to the market license for the new agreement, a revision will have to be made to the contract with the Market Manager, and Gold & Associates will be working on rebranding the Market.

d. Downtown Projects Update

Mr. Berger stated staff is also working on leasing additional parking spaces and placing security cameras in the area.

e. Public Safety Update

Off. J. T. Thomas stated the Police Department is in support of security cameras. Off. Thomas stated he is receiving complaints from some of the merchants about people using the electrical outlets on the poles along Beach Street.

Mr. Berger stated the transient people that were being fed along Magnolia have been moved. Mr. Berger stated in order to trim the pepper trees near the day docks, a permit will have to be obtained from FDOT in order to access the pond area.

Ms. Kozinski stated posting the park hours for the day docks will help with preventing transients from staying in the area.

Ms. May arrived for the meeting at 9:10 a.m.

Off. Thomas stated a Burgoyne project is planned for the area between Kale Café and the Hamburger Mary's site.

Ms. May stated she will be meeting with representatives of Burgoyne properties this week to find out what they have planned for the area and will report back to the DDA regarding her discussions at the next meeting.

5. **Gold & Associates Presentation**

Keith Gold, Gold & Associates, stated visitation to the Riverfront Shops website is up by 14%. Mr. Gold stated the holiday campaign ads are

running now. Mr. Gold stated he is working on marketing the downtown, including promotion of the BullsEye events planned for the downtown. Mr. Gold stated he continues to send out e-blasts to merchants and customers to the downtown. Mr. Gold stated he would like to start rebranding and promoting the new Farmers Market.

Mr. Berger asked if everyone agreed with staff proceeding with the co-op marketing project for the brochures.

Mr. Gold stated he will be meeting with each of the merchants during the next few weeks.

The Board agreed by consensus.

Ms. May asked if the brochure racks are empty when staff goes to the locations to refill them.

Mr. Gold stated yes, especially during this time of year.

Mr. Berger stated Mr. Gold has updated the new business directory and he has heard a lot of positive comments from the insert about the businesses in the downtown that was included in the water bill mailing.

Ms. May asked if information could be included in the water bill regarding upcoming downtown events.

Sherry Randolph, Communications Assistant, stated the cycle for mailing water bills is a five-week cycle and information can be included.

Ms. Kozinski asked if information can be included once the Farmers Market has moved.

Ms. Randolph stated she will coordinate that information with staff and Gold & Associates.

6. **Public Comments**

John Nicholson, 413 N. Grandview, Daytona Beach, Florida asked if the information is included with the water bills sent to Daytona Beach Shores utility users.

Ms. Randolph stated she would check but she believes it is sent to them as well.

Mr. Nicholson asked if the city would consider eliminating the permit fees during the Beach Street construction project.

Ms. May stated the Commission is already working on that item and it is being discussed. Ms. May stated she is concerned about how elimination of the fees may affect other areas.

Wyatt Davis stated he is working on an event in the downtown called Phenomenart and would like to do things on a larger scale. Mr. Davis stated he has talked with Ms. May about holding an event in the downtown each month which would include bands, art sculptures, face painting and live bands.

Mr. Berger stated he would like to see a proposal for Phenomenart that could be provided to the DDA.

7. **Board Comments**

Ms. May stated she appreciates the Board changing the meeting date to Thursdays.

Ms. May asked if SNAP is being used.

Mr. Berger stated the use has been up and down.

Mr. Berger stated he is very pleased with the performance of Melanie Johns, the Market Manager.

Ms. Cook stated there was an error on the listing of scheduled meetings of the Downtown Redevelopment Area Board.

Mr. Hopkins stated he feels the Farmers Market is scattered and fragmented. Mr. Hopkins stated it is spread out and doesn't have a very positive feel to it. Mr. Hopkins stated something needs to be done to draw the merchants together.

Mr. Berger stated he agrees with Mr. Hopkins but changes will not be made now until the Market moves to Magnolia.

Mr. Hopkins stated he does not feel we are programmed to make the move to Magnolia. Mr. Hopkins stated there needs to be a change in the number of vendors that are not food related and feels the DDA needs to review the categories prior to moving the Market.

Mr. Sznajstajler stated he feels a special meeting should be scheduled when the Market Manager is available to attend to discuss the categories and the move to Magnolia.

Mr. Hopkins stated the Farmers Market is the DDA's responsibility and we should provide input to the Market Manager.

The Board agreed to hold a workshop on January 23, 2020 at 10:00 a.m. after the regular meeting to discuss changes to the Farmers Market.

Ms. May suggested having the DDA meeting broadcast.

Mr. Berger stated the DDA has agreed in the past that items sold at the Market would be food items and homegrown and for the Market to not become a flea market. Mr. Berger asked if the Board still agrees with that concept.

Ms. Kozinski stated the French Market only sold quality homemade items.

Ms. May asked if there is a finder's fee if someone other than the Market Manager brings a vendor to the Market.

Mr. Berger stated he does not think we should take that management away from the Market Manager.

Ms. May asked that a proposed street layout be provided for the new Market.

8. **Adjournment**

There being no further business, the meeting was adjourned.



Michael O. Sznajstajler, Chair



Becky Groom, Board Secretary