

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

Thursday, June 24, 2021 8:00 a.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.
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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. Regular Meeting: May 27, 2021
4. **Reports & Presentations**
 - a. Public Safety Update
 - b. Gold & Associates Presentation
 - c. Events Update
 - d. Farmers' Market Update
 - e. Monthly Financial Report
 - f. FY2022 Draft Budget Update
 - g. Downtown Projects Update
5. **Public Comments**
6. **Board Comments**
7. **Adjournment**

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
Thursday, May 27, 2021**

The meeting of the Downtown Development Authority was held Thursday, May 27, 2021 at 8:00 a.m. in Conference Room 149-B, Daytona Beach City Hall, 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

Board Members Present

Mr. Michael Sznajstajler, Chair
Ms. Sheryl Cook, Vice Chair
Mr. Joseph Hopkins
Ms. Tammy Kozinski
Ms. Quanita May, Commissioner

Staff Members Present

Mr. Reed Berger, Redevelopment Director
Mr. Robert Jagger, City Attorney
Capt. Trisha Loomis, Daytona Beach Police Department
Ms. Becky Groom, Board Secretary

1. Call to Order

Mr. Sznajstajler called the meeting to order at 8:05 a.m.

2. Roll Call

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

3. Approval of Minutes

Regular Meeting – April 22, 2021

Board Action:

A motion was made by Mr. Hopkins, seconded by Ms. Kozinski, to approve the minutes of the Regular Meeting of April 22, 2021 as presented. The motion carried (5-0).

4. DDA Staff Report

a. Public Safety Update

Capt. Trisha Loomis stated there has been a realignment in the Department and Capt. Scott Lee is over Code Enforcement and Capt. Loomis is over the patrol officers. Capt. Loomis stated the Beach Street function is now a patrol function, not a Code Enforcement function. Capt. Loomis stated the officers will be operating on bicycles. Capt. Loomis stated the Department has implemented Two Wheel Tuesday so a lot of the command staff will be throughout the city on bicycles. Capt. Loomis stated there are a number of events planned for the summer months, including the truck event planned for June which is a large event.

Commissioner May asked if there are chronic offenders in Code.

Capt. Loomis stated she does not know about Code Enforcement but there is a constant turnaround in dealing with the homeless. Capt. Loomis stated the department is working with the State Attorney to address habitual offenders.

b. Monthly Financial Report

Mr. Berger stated Volusia County has advised that an error was made in their reporting regarding the revenue from taxes. Mr. Berger stated the report showed a taxable value that was incorrect. Mr. Berger stated the new figure from Volusia County is lower than what was expected and money will need to be returned to Volusia County. Mr. Berger stated staff will be meeting with Volusia County staff to address the issue and will report back to the DDA on the outcome.

Mr. Berger stated there is still concern about the Farmers' Market and the need for additional vendors.

Mr. Berger stated the city has agreed to be a sponsor on a number of the downtown events which has helped greatly.

c. Preliminary FY2022 Budget Recommendations

Mr. Berger presented the preliminary budget. Mr. Berger stated the proposed numbers may change based on the outcome of the discussions with Volusia County. Mr. Berger stated the Gold & Associates contract expires in September so the DDA will have to discuss the contract renewal. Mr. Berger stated the same revenue is projected for the Farmers' Market but he is optimistic that the Market will return. Mr. Berger stated he continues to receive a lot

of positive feedback from the merchants regarding the events being held in the downtown.

d. Events Update

Al Smith, Bullseye Direct Marketing, stated the truck event is planned for June 11 which is the date that was planned for the first food truck rally. Mr. Smith stated he is faced with cancelling the event. Mr. Smith stated he would like to hold the food truck event once a month since a lot of money is not required for advertising. Mr. Smith stated people are aware of the food truck events through social media. Mr. Smith stated as it stands, there are no planned events through September and he would like to hold a food truck rally on September 17.

Mr. Smith distributed a report regarding the Cinco de Mayo and the Brews and Burger events. Mr. Smith stated Tia Cora's stated they had the biggest day they have had since they have been in business. Mr. Smith stated SR Perrot was the sponsor and is interested in continuing to be involved in future events.

Ms. May stated she feels there should be a dance floor in place for people from the dance studios.

Mr. Smith stated the dance floor could be placed closer to Palmetto.

Mr. Hopkins stated he was concerned that some attendees at the Cinco de Mayo event were discouraged and had to move to another location due to the long line at Tia Cora's. Mr. Hopkins noted the same thing happened at the St. Patrick's Day event. Mr. Hopkins stated if attendees are discouraged, that concerns him.

Mr. Smith stated there was a long line at Tia Cora's and he has talked with them about adding an outside servicing station. Mr. Smith stated during the St. Patrick's Day event, a planned partner closed the week before the event.

Mr. Smith stated the Brews & Burgers event was held on May 22 with 231 attendees. Mr. Smith noted the burgers are difficult for some merchants to handle. Mr. Smith stated he is looking to realign the event possibly with chili instead of burgers.

Mr. Smith stated 6 events have been held in under 15 weeks and 3 events were new. Mr. Smith stated he is very proud of what is being

done. Mr. Smith stated he is pleased with the support from the City, the DDA, and Mr. Berger.

e. Farmers' Market Update

Mr. Berger stated the Manager's report is included as part of the packet. Mr. Berger stated the Mother's Day event was less successful than planned. Mr. Berger stated flowers were handed out and free pictures were taken.

Mr. Berger stated he would like to focus on seasonal offerings, such as items that the farmers may have in abundance at the time.

Mr. Berger distributed an update to the Farmers' Market Rules.

Mr. Jagger stated he met with Jim Morris, Deputy City Manager, Capt. Scott Lee of the Police Department and Mr. Berger regarding the Farmers' Market and the first amendment concerns regarding disruptive individuals. Mr. Jagger stated the Farmers' Market has moved from the parking lot next to the ballpark and is now located on a public forum, such as streets and sidewalks, where people have the right to express themselves. Mr. Jagger stated the rules have been updated to make them content neutral. Mr. Jagger stated the speaker cannot disrupt the activity that is occurring. Mr. Jagger reviewed the proposed rules.

Ms. May asked if non-profit organizations are permitted at the Market.

Mr. Berger stated yes, as long as the organization is related to food and health.

Mr. Jagger stated the rules state the sidewalk areas outside the market are available for persons wishing to engage in Constitutionally protected free speech.

Mr. Jagger stated Capt. Lee advised him that the preacher was using amplified sound on a particular day and the police made a determination not to arrest him. Mr. Jagger stated there was a video of the incident and the offender was asked to turn down his audio, which he did. Mr. Jagger stated he agrees an arrest would not have been justified.

Mr. Jagger stated the rules will be posted at the Market, if adopted by the DDA.

Mr. Hopkins thanked the City Attorney and his staff for the work they did in revising the rules.

Mr. Sznajstajler suggested the rules be attached to the application for the Farmers' Market.

Ms. Kozinski stated her business is 500 feet from the Market and some of her customers have left her business because of the disruption by the amplified sound by the preacher. Ms. Kozinski stated there are two buildings between her business and the Market as well as a parking lot and the sound still carries to her business. Ms. Kozinski stated people sitting outside at the rear of her business leave because of the disruption.

Ms. May stated her clients are concerned about what they hear when they are walking to and from their cars.

Ms. Cook asked if other cameras will be installed to cover the market.

Mr. Berger stated yes. Mr. Berger stated the current poles will not support the electric connections so he is coordinating with the Police Department and IT to determine the best means of addressing this. Mr. Berger stated the source of funding for the poles will not be a DDA expense.

Public Comments:

There were no public comments.

Board Action:

A motion was made by Ms. Cook, seconded by Ms. Kozinski, to adopt the rules for the Farmers' Market as presented by the City Attorney. The motion carried unanimously (5-0).

f. **Downtown Projects Update**

Mr. Berger provided a listing of commercial properties that are available in the downtown. Mr. Berger stated Jessup's will be listing their property for sale. Mr. Berger stated the directory of businesses is included as an attachment.

Ms. May asked why her business is not listed on the directory, noting she has been in business for 11 years in the downtown.

Keith Gold, Gold & Associates, stated all of the businesses are listed on the website. Mr. Gold stated the DDA decided that businesses will be limited that are listed on the directory and brochures to certain types of businesses, such as restaurants and attractions. Mr. Gold stated it would be difficult to list 200 to 300 people on a brochure.

Ms. May stated her business has been in the downtown since 2005 and has invested more money and provides more services than the studio that is listed. Ms. May stated the similar business that is listed does not provide the services she provides and does not have as much square footage in their studio.

Mr. Sznajstajler stated he wants to make sure the DDA is fair to everyone.

Mr. Berger stated Ms. May's business will be listed in the directory that goes in the kiosk. Mr. Berger stated the business was listed as soon as it was brought to Mr. Berger's attention.

Mr. Berger stated the way-finding signs are being put together for the parking lot. Mr. Berger stated there have been issues with the oil collection from the dumpsters and that still needs to be addressed.

Ms. Kozinski stated she is concerned about the large number of boxes that are left at the dumpsters.

Mr. Berger stated there was to be more frequent pick up and that has not happened.

Ms. May stated she forwards complaints to Public Works and then to Code Enforcement and they have been very responsive.

Mr. Berger stated some of the pavers are being finished along Beach Street.

Mr. Berger stated the city has received a request for payment for management of Riverfront Park and the Park should be open early next year.

Mr. Berger stated the City Commission has received the plans for Phase 2 of the Beach Street project.

5. Gold & Associates Presentation

a. Monthly Presentation

Mr. Gold presented the monthly report which was included as part of the packet. Mr. Gold stated the calendar of events is updated every day. Mr. Gold stated the merchant listing is updated as information is provided by the city. Mr. Gold stated the events that were held in May and June were marketed by Gold & Associates. Mr. Gold stated the new rack brochure will be distributed in June. Mr. Gold stated the e-blasts are sent out every week or two to merchants and customers. Mr. Gold stated surveys have been distributed and information will be gathered to develop strategies for the next fiscal year. Mr. Gold stated the survey findings will be presented at the next meeting. Mr. Gold stated he continues to promote the Farmers' Market and continues efforts to draw new vendors to the Market. Mr. Gold stated he is currently under budget.

Ms. May stated since there is more traffic on the website, is that being translated to a larger attendance at the Farmers Market.

Mr. Gold stated recently there have only been a couple of merchants at the Farmers' Market and it is difficult to draw people there. Mr. Gold stated the interest is high based on the visits to the website but more vendors are needed to draw people there.

Ms. May stated she would expect to see a conversion rate since the DDA is spending money on advertising. Ms. May stated she is concerned since there may be some budgetary constraints.

Mr. Berger stated Gold & Associates puts out press releases every week. Mr. Berger stated he is looking into the possibility of having Vegan food trucks there as well as having non-profits on site. Mr. Berger stated other events may be planned in order to draw people to the Market.

Mr. Sznajstajler stated the monthly report is included in the packet which is provided to the DDA the week before the meeting. Mr. Sznajstajler stated he would like Mr. Gold to take less time presenting the monthly report and talk more about implementation in specific areas.

Mr. Gold stated most of the advertising dollars are spent to promote specific events. Mr. Gold stated he will change the focus of his presentation each month per Mr. Sznajstajler's comments.

Mr. Sznajstajler and Ms. May left the meeting at this time. Ms. Cook assumed the role of Chair.

6. **Public Comments**

There were no public comments.

7. **Board Comments**

Ms. Cook introduced Fred and Amy Cleveland who just took over operations of the Kress Building.

Ms. Cook thanked Mr. Jagger for all of his work in preparing the information for the Farmers' Market discussion.

8. **Adjournment**

There being no further business, the meeting was adjourned.

Michael O. Sznajstajler, Chair

Becky Groom, Board 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: June 18, 2021

TO: Downtown Development Authority Members

FROM: Reed Berger, Redevelopment Director

SUBJECT: Gold & Associates Contract

Attached is the current contract with Gold & Associates approved by the DDA on September 25, 2018. The contract expanded Gold's marketing and promotion services to the DDA. For a monthly fee of \$3,750, Gold has managed the Riverfront Shops of Daytona Beach and Downtown Farmers' Market campaigns. The term of the contract was for three years ending on September 30, 2021. The contract provided for two one-year renewals at the end of the three-year term provided written notice to continue the contract was provided by April 30th, five months prior to the renewal date. Because notice was not provided by April 30, 2021 the current contract will expire at the end of this fiscal year.

Staff is requesting the Board's direction to establish a new contract with Gold and Associates or pursue other options to provide marketing and promotion services for the DDA. Please note that Gold has provided services for the DDA including:

- Marketing campaign management, including coordination and collecting information from Downtown businesses and Downtown event producers;
- Strategic marketing plan and the annual tactical plan for budgeting purposes;
- Generation of media placements, including social media ads, online –SEM, off-line media (broadcast media or print), on-line advertising;
- Website and Social media page maintenance;
- E-blast and database maintenance;
- Development and disseminating brochures;
- Merchant and sponsored event poster creation;
- Public media relations, and;
- DDA reporting

MARKETING CONSULTANT SERVICES CONTRACT

The Parties to this Contract are the **City of Daytona Beach Downtown Development Authority (the "DDA")**, and **Gold & Associates, Inc.**, a Florida Corporation ("GOLD").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. GOLD will provide an array of integrated marketing services to the DDA to assist the DDA in the promotion of Daytona Beach's "Downtown Area" which is generally the area designated by the DDA charter, and DDA sponsored events occurring in the Downtown Area.

Exhibit A, attached hereto and incorporated herein by reference, describes GOLD's services in further detail.

Unless approved in advance by a change order properly issued in accordance with applicable DDA ordinances and policies, GOLD shall not be compensated for the performance of any services not described in Exhibit A.

All reports, estimates, logs, and other materials furnished, prepared or executed by GOLD during the term of and in accordance with the provisions of this Contract will be the property of the DDA and delivered to the DDA upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 2. Payment. For the services to be provided, the DDA will pay GOLD a monthly fee of \$3,750.00.

No additional compensation will be due GOLD under this Contract for any reason. Except to the extent that Exhibit A specifically provides for the DDA's reimbursement of GOLD's costs and expenses, GOLD's will fully bear those costs and expenses.

Section 3. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including City of Daytona Beach ordinance, payment terms and conditions are as follows:

(a) No payment will be due for services performed until GOLD submits a proper invoice to the DDA.

(b) In order to be considered to be proper, GOLD's invoice must include all information that the DDA may need to verify the accuracy of the invoice and the amount of payment due, including any deliverables required as a condition for payment and documentation of reimbursable costs and expenses (where authorized) incurred by GOLD.

(c) As to all invoices submitted, DDA will either notify GOLD that the invoice is improper or pay GOLD the amount due within 30 days of receipt.

Section 4. Standard of Performance. GOLD's services will at a minimum meet the level of care and skill ordinarily used by members of GOLD's occupation/profession performing the type of services provided herein within the State of Florida.

Section 5. Relationship Between Parties. This Contract does not create an employer-employee relationship between the DDA and GOLD. GOLD is an independent contractor of the DDA and will be in control of the means and the method in which the requested work is performed. As an independent contractor, GOLD will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and GOLD agrees to indemnify and hold harmless the DDA from any obligations relating to such taxes. The DDA will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 6. Term. This Contract will commence on October 1, 2018 (hereinafter the "Effective Date"), and will terminate on September 30, 2021. The DDA shall have the option to renew this Agreement for two additional one year terms under the same terms and conditions upon written notice to GOLD on or before April 30, 2021.

Section 7. Termination.

(a) DDA or GOLD may terminate this Contract at any time for convenience upon 30 days written notice to the other Party.

(b) DDA shall have the right to terminate without notice because of the failure of GOLD to fulfill its contractual obligations, by providing GOLD written notice of termination. Upon receipt of notice, GOLD will immediately discontinue all services unless the notice directs otherwise, and deliver to the DDA all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by GOLD in performing this Contract, whether completed or in process.

(c) If the termination is for convenience, GOLD shall be paid compensation for services performed to the date of termination.

(d) If the termination is due to the failure of GOLD to fulfill its contractual obligations, the DDA may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, GOLD shall be liable to the DDA for all reasonable additional costs occasioned to the DDA thereby, unless the failure is due solely to a force majeure event.

(e) If after notice of termination for GOLD's failure to fulfill contractual obligations it is judicially determined that GOLD had not so failed, the termination shall be conclusively deemed to have been effected for the DDA's convenience. In such event, adjustment in payment to GOLD shall be made as provided in subsection (b) of this Section.

(f) The rights and remedies of DDA provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 8. Indemnification. GOLD indemnifies and holds harmless the DDA, the City of Daytona Beach, and their respective including the officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of GOLD, and GOLD's officers, employees, and agents including subcontractors and other persons employed or utilized by GOLD in the performance of the contract.

Section 9. Insurance. GOLD will provide and maintain at GOLD's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section, primary and non-contributory with the City's/DDA's insurance.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of GOLD, employed at the site of the service or in any way connected with the work, which is the subject of this service. 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. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring GOLD and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by GOLD in the performance of this Contract.

THE LIABILITY INSURANCE POLICIES SHALL NAME THE DDA AND THE CITY OF DAYTONA BEACH AS ADDITIONAL INSUREDS. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000. The Risk Manager for the City OF Daytona Beach may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(b) Proof of Insurance. GOLD will furnish proof of insurance acceptable to the City's Risk Manager prior to or at the time of execution of this Contract. GOLD will not commence work until all proof of such insurance has been filed with and approved by the Risk Manager. GOLD will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. If requested by the Risk Manager, GOLD 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.

(c) **Notice of Cancellation.** GOLD must notify the DDA of cancellation as soon as knowledge of cancellation is obtained, by providing notice to the Risk Manager, the City of Daytona Beach, P.O. Box 2451, Daytona Beach, Florida 32115-2451.

(d) **Replacement Required.** GOLD will file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the DDA. In the event such insurance will lapse, the DDA expressly reserves the right to renew the insurance at GOLD'S expense.

(e) **Termination of Insurance.** GOLD may not cancel the insurance required by this Contract until the work is completed, accepted by the DDA and GOLD has received written notification from the Risk Manager of the City that GOLD may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Manager of the City will provide such written notification at the request of GOLD if the request is made no earlier than two weeks before the work is to be completed.

Section 10. Notices/Designated Representative. 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, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the DDA: Michael Sznajstajler, Chair
The City of Daytona Beach
Downtown Development Authority
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Email: Michael.Sznajstajler@Cobbcole.com

To: Gold: Keith Gold
6000-C Sawgrass Village Circle
Ponte Vedra, FL 32082
Fax: (904) 285-1579

w/copy to: Reed Berger
Redevelopment Director
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Email: bergerr@codb.us

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

The person first listed above who is required to receive DDA's notice, and any person whom DDA may hereafter designate in place of such person, will be the DDA's designated representative hereunder; provided, however, that in all instances the DDA Board may act as the designated representative.

Section 11. Personnel. GOLD represents that GOLD has or will secure at GOLD's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the DDA.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

None of the services to be provided pursuant this Contract will be subcontracted without the DDA's prior review and written approval.

Section 12. DDA's Responsibilities. The DDA agrees to make available for review and use by GOLD, reports, studies, and data relating to the services. The DDA will establish a project manager to meet periodically with GOLD to facilitate coordination and ensure expeditious review of work product.

Section 13. Limitation on Waivers. Neither the DDA's review, approval, or acceptance of, or payment for, any of the services provided by GOLD, shall be construed to operate as a waiver of the DDA's rights under this Contract. GOLD shall be and always remain liable to the DDA in accordance with applicable law for any and all damages to the DDA caused by GOLD's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the DDA to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the DDA at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the DDA's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 14. General Terms and Conditions.

(a) **Amendments.** 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.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the DDA's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, GOLD will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Contract and will entitle the DDA to terminate this Contract immediately upon delivery of written notice of termination to GOLD.

(d) **Truth in Negotiations Certificate.** GOLD hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of GOLD'S services under this Contract.

(f) **Contingency Fee.** GOLD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GOLD, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for GOLD, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** GOLD will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. GOLD will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, GOLD agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, GOLD agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) **Venue.** 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.

(j) **Litigation Costs.** Unless specifically provided hereunder, in case of litigation between the Parties concerning this Contract, each Party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

(l) **Jury Trial Waived.** 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 CONTRACT, 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.

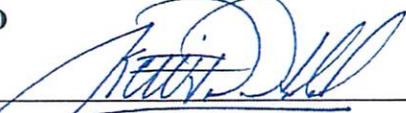
(m) **Authority to Bind GOLD.** The undersigned representative of GOLD represents and warrants the he or she is fully authorized to bind GOLD to the terms and conditions of this Contract.

(n) **Conflicts.** In case of conflicts between the Contract Documents the order of precedence is as follows: this Contract, Exhibit A, GOLD's Proposal, and RFP No. #1112-3040.

(o) **Integration.** This Contract 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 on the dates referenced below.

The DDA
By: 
Michael Sznajstajler, Chair

GOLD
By: 
Keith Gold, President

By: 
Sheryl Cook, Vice Chair

Date: 09-25-18

By: 
Kelly White, Commissioner

Date: _____

EXHIBIT A: SCOPE OF SERVICES

A. MARKETING MANAGEMENT AND SUPPORT SERVICES.

GOLD will provide the following management and support services for the Downtown Daytona Beach Area, Riverfront Shops of Daytona Beach, Downtown Farmers' Market, and DDA Events (collectively, "Downtown Daytona Beach") marketing campaigns:

1. ON-GOING MARKETING CAMPAIGN MANAGEMENT. GOLD will manage DDA marketing campaigns for Downtown Daytona Beach. GOLD will be present, and report to the DDA, at the DDA's monthly public meetings on all marketing programs and activities, and related project timelines. GOLD will execute the marketing campaigns based on the approved timelines, the Strategic Marketing Plan, and the Tactical Marketing Plan (collectively, the "Marketing Plans"), within DDA approved budgeted amounts.

As further described below, GOLD will create, manage, and place on-line and off-line media advertisements, and create and provide up to date, timely, and relevant content on social media and web site platforms, consistent with the Marketing Plans. All media content created and placed by GOLD will be consistent with approved DDA content policies. Procurement of outside services, and out-of-pocket costs incurred by GOLD in the performance of its responsibilities under this Agreement, such as for television or radio production and printing costs, shall be consistent with the Marketing Plans and within DDA approved budgeted amounts. All such costs shall be charged to the DDA pursuant to DDA approved procurement policies.

GOLD is directly responsible for gathering and development of content for all marketing campaigns from Downtown businesses, City staff, Downtown event producers, the Farmers' Market manager, or any other source GOLD deems to be resourceful and reliable ("Content Sources").

2. PROPOSED ANNUAL STRATEGIC MARKETING PLAN. On or before January 1, 2019, and thereafter on or before June 1 of each year during the term of this Agreement, GOLD will provide the DDA with a proposed Annual Strategic Marketing Plan for the next fiscal year. The purpose of the Annual Strategic Marketing Plan is to assist the DDA in developing its marketing strategy and budget for advertising Downtown Daytona Beach. The proposed Annual Strategic Marketing Plan will describe in reasonable detail proposed marketing strategies, including market research and demographics, analysis, message strategy, branding elements, marketing tactics, and media placements.

3. PROPOSED TACTICAL MARKETING PLAN. On or before January 1, 2019, and thereafter on or before June 1 of each year during the term of this Agreement, GOLD will provide the DDA with a proposed Tactical Marketing Plan for the next fiscal year. In addition, if requested by the DDA, GOLD will provide such updated or revised proposed Tactical Marketing Plans as the DDA deems necessary, but in no event more frequent than on a quarterly basis. The purpose of the proposed Tactical Marketing Plan is to assist the DDA in developing its annual budget for the next fiscal year. The proposed Tactical Marketing Plan will be consistent with the approved Annual Strategic Marketing Plan, and will describe in reasonable detail all marketing

efforts, including seasonal marketing campaigns and DDA sponsored event marketing campaigns (as coordinated with event producers). The proposed Tactical Marketing Plan will include all recommended media placement costs or other additional costs to be incurred by the DDA. GOLD shall make reasonable efforts to include input from Downtown area merchants and businesses concerning the proposed Tactical Marketing Plan.

4. GENERATION OF MEDIA PLACEMENTS. Subject to procurement of goods or services from third parties as provided in Section B, GOLD will design, develop, create, produce, generate, and place the following media advertisements to generate brand or event awareness, as well as to support DDA's public relations efforts for Downtown Daytona Beach, consistent with the Marketing Plans, and within DDA approved budgeted amounts:

a. SOCIAL NETWORK ADVERTISEMENTS: Social media advertisements for Facebook and other social media platforms. GOLD's responsibilities include ad sizing/modifications, banner ad placement, analyzing trends for words and phrases, daily monitoring/maintenance, banner ad customization, and copywriting.

b. ON-LINE ADVERTISEMENTS / SEARCH ENGINE MARKETING: Search engine advertisements that direct prospects to the website. GOLD's responsibilities include analyzing trends for words and phrases, ad placement, and copywriting.

c. OFF-LINE ADVERTISEMENTS: Advertisements for radio or television broadcast media, print media, and other off-line media. GOLD's responsibilities include broadcast script development, media production, ad sizing/modifications, ad placement, ad customization, and copywriting.

d. ON-LINE / WEBSITE ADVERTISEMENTS: On-line targeted advertising, retargeted advertising, or other on-line website advertising. GOLD's responsibilities include ad sizing/modifications, ad placement, analyzing trends for words and phrases, daily monitoring/maintenance, ad customization, and copywriting.

5. WEBSITE MAINTENANCE AND OPTIMIZATION: GOLD will provide daily monitoring of the Downtown (DDA) and Riverfront Shops of Daytona Beach websites, and will update website content as necessary for the information to be timely and relevant, but at a minimum on a weekly basis. As part of this responsibility GOLD will (i) investigate trends including website traffic, keyword usage, and ranking; and (ii) evaluate URL submissions to search engines and any web links created. GOLD will ensure website pages, homepage, online merchant listings, event calendars, and Downtown blog are maintained with relevant up-to-date information from Content Sources. GOLD will make all necessary revisions to keyword usage, URL submissions, web link usage, and other aspects of the websites to enhance their effectiveness. GOLD shall also immediately implement any website revisions directed by the DDA.

6. SOCIAL MEDIA PAGE MAINTENANCE: GOLD will provide on-going social media page maintenance to help build a community of interested guests and prospects. GOLD's services will include page development, analyzing trends, media strategy, and on-going monitoring/maintenance services including the posting of relevant up-to-date information from

Content Sources. GOLD will make reasonable revisions to the social media sites pages in order to enhance their effectiveness consistent with the Marketing Plans. GOLD shall also immediately implement any social media site revisions directed by the DDA.

7. INTERACTIVE DATABASE MARKETING; DDA DATABASE MAINTENANCE: GOLD will develop and disseminate at least two e-blasts per month to the DDA's email database list ("DDA Database") highlighting DDA and Downtown Area merchant news and DDA events. GOLD's responsibilities include creation of relevant content from Content Sources, design layout, programming, copywriting, and distribution to the DDA Database.

GOLD shall also be responsible for maintaining an up-to-date DDA Database that contains email addresses of Downtown businesses and merchants, DDA members, and guests or prospects who have requested to be on the DDA Database.

8. BROCHURES: GOLD will develop and disseminate brochures, rack cards and other collateral material consistent with the Marketing Plans. GOLD's responsibilities include brochure layout, graphics, production, copywriting, placement, and distribution.

9. MERCHANT DIRECTORY AND DOWNTOWN EVENTS POSTERS: GOLD will, at a minimum on a quarterly basis, develop and disseminate a Downtown Events Poster and a Merchant Directory Poster. The Downtown Events Poster shall include relevant information concerning the programming and schedule of DDA sponsored events. The Merchant Directory Poster shall include up-to-date listings for all Downtown merchant locations. GOLD's responsibilities include poster layout, graphics, production, copywriting, placement, and distribution.

10. PUBLIC MEDIA RELATIONS; MEDIA DATABASE MAINTENANCE: GOLD will, at a minimum on a monthly basis, develop and disseminate an email press release to local news media sources ("Media Database"). Press Releases shall include relevant accounts, descriptions, or stories about Downtown news or events that further establish the Downtown Area as a desirable destination. GOLD will also develop and disseminate to applicable Media Database addresses, a list of monthly activities in the Downtown Area for their on-line and off-line calendars of events. GOLD's responsibilities include story generation, copywriting, distribution, and placement.

GOLD shall also be responsible for maintaining an up-to-date Media Database that contains email addresses for news outlets, writers, editors, and other news media sources that cover Downtown Area news and events, and shall also include the Daytona Chamber.

11. DDA REPORTING: GOLD will attend monthly DDA public meetings and provide a report of its marketing management and support service activities. In addition, GOLD will provide to the DDA on a quarterly basis, a comprehensive written performance report concerning GOLD's marketing management and support service activities, with an analysis of results from GOLD's marketing efforts, for the previous quarter.

B. ADDITIONAL COSTS FOR THIRD-PARTY GOODS AND SERVICES.

The DDA may authorize GOLD to procure goods and services from third-party vendors for, (i) off-line media production, (ii) media ad placements, (iii) printing, (iv) marketing supplies, goods, or materials, or (v) marketing services beyond the scope of services provided in Section A. Upon approval by the DDA, GOLD shall promptly procure such third-party goods or services on behalf of the DDA pursuant to such DDA authority. Procurement of goods and services under this Section shall be consistent with the DDA's procurement policy. All such costs incurred shall be within DDA approved budgeted amounts. The DDA will either, (i) make direct payment to third-party vendor upon presentation of an invoice from the provider for such goods or services, or (ii) reimburse GOLD for such costs upon written request from GOLD for reimbursement along with an invoice from the provider for such goods or services.

C. ADDITIONAL MARKETING SERVICES PROVIDED BY GOLD.

The DDA may retain GOLD to perform additional marketing services beyond the scope of services provided in Section A. Prior to DDA approval of such additional marketing services, GOLD will provide the DDA with a proposed scope of services and an estimate of time to be expended for such services. Additional marketing services shall be invoiced by GOLD at a rate of \$95 per hour.



The Daytona Beach Downtown Development Authority

DOWNTOWN FARMERS' MARKET MONTHLY REPORT

May 2021

by Melanie John, Market Manager

May 1

Market Summary:

Beautiful day in weather. Traffic flow is starting to pick back up and vendors were happy with sales. Preacher came around 8:45 am and preached from a megaphone until market close. A few customers became vocal with the preacher today resulting in a screaming match. Don Willoughby (Willoughby's Produce) passed away recently; Don was a vendor with our market for 25 long years and will be recognized and remembered as market family.

Vendor Recruitment:

Ocie's gourmet stopped by the market today; expressed interest in restarting in September. (Ocie's has been with our market for over 40 long years and had to stop due to COVID)

Vendor Activity:

Vendors were happy with traffic flow and sales today. Brian will be out the next 3 weeks as he is going on vacation. Kate's Jumbo Happy Shrimp will be out of local shrimp until the new season starts at the end of June early July. Until then, she does not want to sell anything else as her focus is local shrimp only. New vendor started today. Makes custom dolls from recycled materials.

Events/Promotions:

50 Carnations ordered for next Saturday, Mother's Day weekend. Carnations will be given out to mothers (until supplies last). We will be featuring a Mother's Day photo booth that will be offering free professional family portraits on behalf of the Farmer's Market.

May 8

Market Summary:

Beautiful day in weather. Traffic flow was good and photo booth was a success. Flowers were handed out to visiting mothers. A big thank you to Ellie for volunteering to host our photo shoot as well as Reed for aiding as usual wherever he can. Preacher was present early a few minutes past 8am. He proceeded to preach within permitted market area and declined to leave when asked to not preach in the middle of our market. Shortly after, he set up a table, chair, and a sign in one of our vendor spots and refused to leave. Many vendors asked why he gets to set up "free of charge" as they have to pay. Police were called as well as video footage taken.

Vendor Recruitment:

Sent out an application to a possible produce vendor by the name of "Smiling Egg". He is a small farm grower and would bring a select few items he specializes in. Another application was sent out to a vendor with homemade beauty supplies.

Vendor Activity:

Traffic flow was good and vendors happy. Some irritated with preacher's behavior as it disrupted customers and vendors. 2 new vendors started today: "Blurry Art"; a legally blind artist and a Solar Panel company wanting to inform people. Many vendors out on vacation this week. Still had a decent turn out and over-all was a good day as many sold out of products.

Events/Promotions:

Next upcoming event will be Father's Day. Proceeding with music box until musician's return.

May 15**Market Summary:**

Beautiful weather today. Ran the music box and no preacher today. Many vendors still out due to product restock and vacations. Traffic flow was on the light side as well.

Vendor Recruitment:

Many vendors frustrated with traffic flow. No traffic flow due to no produce. We need more produce vendors in order to build traffic along with adequate advertising. Will be visiting other markets in order to scout.

Vendor Activity:

Many vendors becoming discouraged from traffic flow. Got them involved and many vendors would like to tap into news journal and radio (previously spoken of) as well as possible window clings for any river front shop businesses that will allow (brain storming ways to get exposure thru the week when we are not there).

Events/Promotions:

Continuing music box. Will prepare for Father's Day.

May 22**Market Summary:**

Beautiful weather today. Ran the music box. Preacher was present however was tolerable as we could not hear when music box was going. Traffic was still light however staple vendors reported good sales. Moved some vendors around to condense market and will continue to do so next week.

Vendor Recruitment:

2 new vendors to start next week. One is handmade jewelry and the other makes all natural soaps/body products.

Vendor Activity:

Brian back from vacation. Weatherholtz Honey started their vacation and will be out next week as well as today. Condensed market and moved Yanni's Produce to more visible spot for exposure closer to Beach Street.

Events/Promotions:

Juddy will be playing next week and Bridgette will be returning June 5th.

May 29**Market Summary:**

Today's weather was great. Hot day by noon. Foot traffic was decent as reported sales were good for the vendors today. Preacher targeted Juddy Mac, yelling into his megaphone and criticized his music while Juddy was playing his songs. Before I could go over and ask the Preacher to turn his volume down, Juddy stopped in the middle of his song, and asked him to turn it off due to him interrupting his performance. The preacher refused which escalated things to the point where police were called and Juddy was unable to continue his performance. I was then notified by Juddy that he will not be able to perform for us so long as the Preacher is present harassing the performer during performances and he left upset. Ran music box the remainder of the day.

Vendor Recruitment:

Have a new vendor to start next week, Lady Bug Gardening; she will be in the plant category. Also sent a produce vendor an application this week, awaiting for return of application.

Vendor Activity:

Two new vendors started today. Lulu Design and Earthly Essentials.

Events/Promotions:

Bridgette to return next Saturday and will be conducting music performances.



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: June 18, 2021
 TO: Downtown Development Authority Members
 FROM: Reed Berger, Redevelopment Director
 SUBJECT: DDA Monthly Financial Report

The following is the DDA financial report for revenues and expenditures through June 16, 2021.

General Activities			
Revenues	Projection	Received to Date As of 6/16/21	Balance
Ad Valorem	\$ 141,012	\$ 121,242.87	\$ 19,769.13
Delinquent Ad Valorem	\$ -	\$ 138.39	\$ (138.39)
Downtown CRA Payment	\$ 98,440	\$ 61,056.13	\$ 37,383.87
Interest	\$ 50	\$ 9.51	\$ 40.49
Total	\$ 239,502	\$ 182,446.90	\$ 57,055.10
Line Item	Appropriation	Spent to Date As of 6/16/21	Balance
Professional Services	\$ 45,000	\$ 33,750.00	\$ 11,250.00
Care and Subsistence	\$ 300	\$ 178.40	\$ 121.60
Advertising	\$ 34,000	\$ 33,052.99	\$ 947.01
Events Promotion	\$ 5,000	\$ 3,353.07	\$ 1,646.93
Supplies	\$ 1,000	\$ 103.59	\$ 896.41
Memberships	\$ 450	\$ 175.00	\$ 275.00
Downtown CRA Payment	\$ 98,440	\$ 61,056.13	\$ 37,383.87
Contingency	\$ 5,312	\$ -	\$ 5,312.00
Total	\$ 189,502	\$ 131,669.18	\$ 57,832.82

Farmers' Market Activities

Revenues	Projection	Received to Date	
		As of 6/16/21	Balance
Vendor Revenue	\$ 22,000	\$ 5,747.00	\$ 16,253.00
Sponsorship	\$ 2,000	\$ -	\$ 2,000.00
Market Booth Sales	\$ 4,000	\$ -	\$ 4,000.00
DDA SNAP Revenues	\$ 4,000	\$ 3,782.15	\$ 217.85
Total	\$ 32,000	\$ 9,529.15	\$ 22,470.85

Expenses	Appropriation	Spent to Date	
		As of 6/16/21	Balance
Market Manager	\$ 18,000	\$ 9,800.00	\$ 8,200.00
Projects (SNAP Program)	\$ 3,000	\$ 1,400.00	\$ 1,600.00
Liability Insurance	\$ 1,500	\$ 1,050.00	\$ 450.00
Advertising	\$ -	\$ -	\$ -
Marketing	\$ 1,500	\$ 165.00	\$ 1,335.00
City Fees	\$ 1,500	\$ -	\$ 1,500.00
DDA SNAP Expenses	\$ 4,000	\$ 4,082.14	\$ (82.14)
Booth Merchandise	\$ 1,000	\$ -	\$ 1,000.00
Other Materials & Supplies	\$ 1,500	\$ -	\$ 1,500.00
Total	\$ 32,000	\$ 16,497.14	\$ 15,502.86

Profit/Loss	\$ (6,967.99)
--------------------	----------------------

Downtown Event Activities

Revenues	Projection	Received to Date		Balance
		As of 5/19/21		
Vendor Revenue	\$ -	\$ -		\$ -
Event Sponsorship	\$ -	\$ -		\$ -
Total	\$ -	\$ -		\$ -

Expenses	Appropriation	Spent to Date		Balance
		As of 6/16/21		
Event Promotion	\$ 50,000	\$ 13,447.03		\$ 36,552.97
Total	\$ 50,000	\$ 13,447.03		\$ 36,552.97

Profit/Loss **\$ (13,447.03)**

DDA Budget Summary

	Budget	Actual	Balance
Total DDA Revenues	\$ 271,502	\$ 191,976	\$ 79,526
Total DDA Expenditures	\$ 271,502	\$ 161,613	\$ 109,889
Balance	\$ -	\$ 30,363	\$ (30,363)
 Reserves	 \$ 39,968	 \$ -	 \$ 39,968

Notes:

1. Appropriations reflect budget as amended by the DDA on February 25, 2021.



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MAY-JUNE DDA MARKETING UPDATE

Prepared by GOLD Marketing • Monday, June 21, 2021

THE VERANDA

814 State Road A1A North

Ponte Vedra Beach, FL 32082

T 904.285.5669

W StrikeGold.com

MAY-JUNE DDA MARKETING UPDATE

Prepared by GOLD Marketing • Monday, June 21, 2021

A Brief Introduction

The following is an overview of the key marketing activities provided and being provided for the Downtown Development Authority (DDA) for the benefit of The City of Daytona Beach in May and June 2021. Heretofore this was presented by GOLD at the monthly DDA Board Meetings, with a more comprehensive list of real time activities shown in our regular Project Update Report. As requested by the DDA Chairman, GOLD's presentation time moving forward will now be used to discuss new initiatives and information, versus past activities and performances. Consequently, the information regarding May and June follows. Should you have any questions regarding it, please let us know.

Advertising

- GOLD created, negotiated and placed Google Search and Display advertising and Facebook advertising to promote special downtown area events, the Farmers' Market, and the Open For Business page on the Riverfront Shops of Daytona Beach website. Ad placement was largely based on audience behaviors, demography, geography, interests, and past engagement success; and
- GOLD continuously updated the retargeting campaign to reach customers and prospects actively investigating shopping, dining and/or entertainment venues and activities.

Analytics

- GOLD compiled, analyzed, prepared and reported monthly online engagement from customers and prospects, with the goal being to steadily increase key performance measures month-over-month, and year-over-year. In short, May and June (*to date*) were very successful in terms of growing engagement. (*Please find the Analytics Report provided separately.*)

Collateral Material

- GOLD completed the contracts for printing and distribution of the new Rack Brochure for placement throughout the greater Daytona Beach catchment area, with the merchant listing being completed and digital reproduction files being finalized; and
- GOLD Updated the Directory Kiosk map and merchant listings with information provided by The City, as well as revised the poster to include the latest special events and information, plus coordinated the printing of these Kiosk elements.

MAY-JUNE DDA MARKETING UPDATE

Prepared by GOLD Marketing • Monday, June 21, 2021

E-Marketing

- GOLD wrote, designed, programmed and distributed regular merchant and customer e-blasts, primarily to announce and promote special events. In May and June, e-marketing efforts also included the deployment of three merchant e-blasts to solicit survey participation, and to enlist merchant interviewees for future database, online, and website marketing.

Farmers' Market Marketing

- GOLD created, negotiated and placed online ads to promote with Market each week, prepared press releases and e-blasts for special events there, and included Market messaging in all online and offline advertising, promotion, web and marketing materials for the Riverfront Shops;
- GOLD developed new signage and “sandwich board” graphics featuring the new Market Rules;
- Pro bono, GOLD developed a database marketing program to reach, inform and attract prospective organic farm vendors. to the market starting in July. A series of direct mail cards are being developed to begin distribution in July; and
- Pro bono, GOLD identified and met with additional vendor prospects in Northeast Florida.

Public & Media Relations

- GOLD wrote and distributed press releases regarding special events, and Farmers' Market activities, plus negotiated their placement with media outlets.

Research & Strategic Planning

- GOLD wrote, deployed and analyzed a survey directed to Merchants that will inform the FY 2021-2022 Strategic Marketing Plan, which is being developed for the DDA's consideration. GOLD also contributed a VISA gift card to incentivize merchant participation in the survey. New customer and prospect surveys are being developed as well.

Tactical Planning

- GOLD monitored the DDA Tactical Plan and marketing budget weekly, plus presented plan updates to the DDA Board monthly.

MAY-JUNE DDA MARKETING UPDATE

Prepared by GOLD Marketing • Monday, June 21, 2021

Website

- GOLD has continuously updated the special events on the Home Page and Calendar of Events. Merchant information is updated as received on the "Open For Business" page, the Merchant listing, and Discount Program Partners' page;
- GOLD optimizes the website on a routine basis; and
- Pro bono, GOLD is designing and programming a new creating Commercial Property Opportunities landing page. *(The vendor marketing program for the Farmers' Market is also pro bono.)*

ATTACHMENTS

- Analytics Report; and
- Tactical Plan Spreadsheet.

DAYTONA BEACH DDA MAY 2021 ONLINE ANALYTICS REPORT

Prepared by GOLD & Associates • Monday, June 21, 2021

Overall Traffic

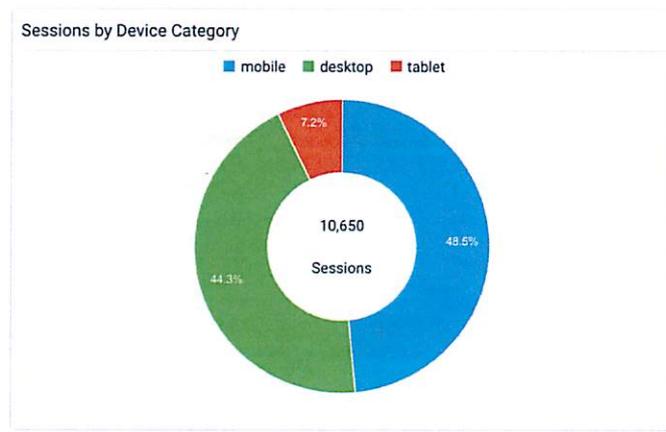
The Riverfront Shops continued to engage large numbers of online visitors in May 2021. Overall, traffic was higher than in recent months. May had 10,650 sessions (a 71% increase over April) and 13,833 pageviews (a 45% increase over April).

TOP PAGES

Page	Pageviews
/open-for-business/	1,895
/	1,747
/farmers-market/	858
/shopping/	441
/organizer/daytona-beach-downtown-farmers-market/	314
/dining/	298
/brochures-and-maps/	247
/events/	235
/attractions/	204
/event/brews-burgers-walk/	105

The “Open for Business” page (which features merchant listings), the Home page, and the Farmers’ Market page were the most visited overall in May. (/ = Home page.)

TRAFFIC TYPE



Mobile visitation continued to outpace desktop traffic, although May had a higher proportion of desktop traffic than in most months.

DAYTONA BEACH DDA MAY 2021 ONLINE ANALYTICS REPORT

Prepared by GOLD & Associates • Monday, June 21, 2021

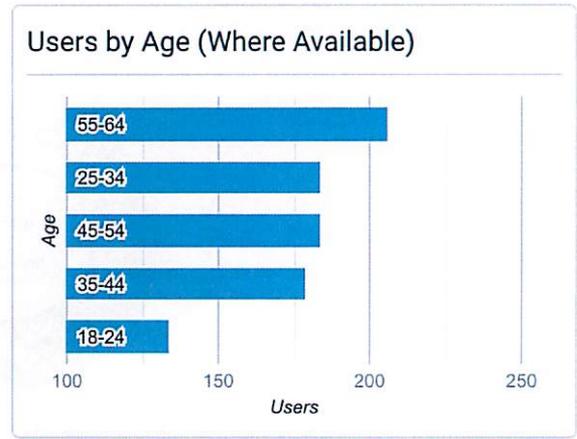
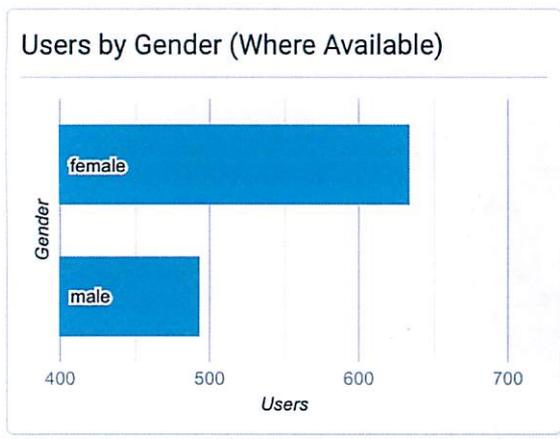
Overall Traffic (Continued)

KEY TRAFFIC SOURCES

Top Traffic Sources	
Source / Medium	Sessions
(direct) / (none)	5,408
google / cpc	3,094
google / organic	1,076
facebook_ads / cpc	587
daytonabeach.com / referral	157
codb.us / referral	98
facebook.com / referral	32
m.facebook.com / referral	31
bing / organic	25
l.facebook.com / referral	25

Direct traffic and Google advertising were the largest traffic sources, followed by Google organic search and Facebook advertising.

DEMOGRAPHICS AND GENDER



Site visitors represented a wide range of ages in May 2021. Where demographic data was available, visitors were predominantly female and 45+.

DAYTONA BEACH DDA MAY 2021 ONLINE ANALYTICS REPORT

Prepared by GOLD & Associates • Monday, June 21, 2021

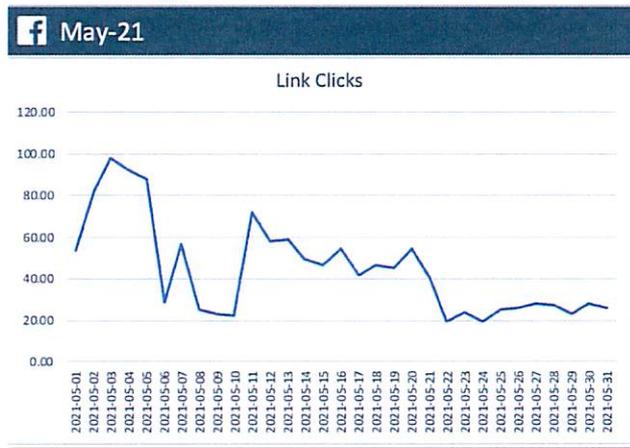
Online Advertising

GOOGLE ADVERTISING



The Google Ads campaign generated 4,475 clicks in May 2021. (This included 1,266 clicks for the Farmers’ Market.) Popular Riverfront Shops search advertising keywords included “Daytona Beach” (and similar), “Shopping in Daytona Beach” (and similar), “Daytona Beach Dining” (and similar). Popular Farmers’ Market keywords included “Daytona Beach Market,” “Daytona Farmers Market” (and similar), and “Farmers’ Market.” However, the majority of clicks came from display advertising.

FACEBOOK ADVERTISING



DAYTONA BEACH DDA
MAY 2021 ONLINE ANALYTICS REPORT

Prepared by GOLD & Associates • Monday, June 21, 2021

Online Advertising (*Continued*)

FACEBOOK ADVERTISING (*Continued*)

The Facebook advertising in May 2021 generated a total of 1,385 total link clicks, including 311 clicks for the Farmers' Market. Daily link clicks were at the highest in the lead up to the Cinco de Mayo event. Advertising for the Cinco de Mayo event began in April, then achieved 235 responses in May. (The Cinco de Mayo event ultimately had a combined total of 1,796 paid and organic responses to the Riverfront Shops' event listing.) The Farmers' Market's Mother's Day event had 55 responses from the advertising (and a combined paid and organic total of 84 responses). And the Brews and Burger Walk had 235 responses from the advertising (with a combined paid and organic total of 672 responses to the Riverfront Shops' event listing).

The Riverfront Shops page had 13,249 "likes" at the end of May 2021, and the Farmers' Market page had 2,858 "likes" (a modest increase for both).



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DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY MERCHANT SURVEY FINDINGS

Prepared by GOLD Marketing • Monday, June 21, 2021

THE VERANDA

814 State Road A1A North

Ponte Vedra Beach, FL 32082

T 904.285.5669

W StrikeGold.com

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY

MERCHANT SURVEY RESEARCH FINDINGS

Prepared by GOLD Marketing • Monday, June 21, 2021

Background and Introduction

With the approval of and assistance from the Downtown Development Authority and City of Daytona Beach, GOLD launched an online survey in May and June 2021 among the Riverfront Shops of Daytona Beach area businesses. The survey was distributed three times, with the City encouraging participation door-to-door, and **GOLD contributing a \$100 gift card** to incent participation. The primary purpose of the survey was to quantify present marketing opinions and preferences of the merchants, restaurateurs, and other businesses owners in the taxing district. Additionally, it sought to better understand which tools, tactics, and vehicles that they have found to be the most effective for promoting their particular business, as well as Downtown Daytona Beach as a destination for shopping, dining, entertainment, and more. The survey results yielded valuable information, which will prove very useful as the DDA's Strategic Marketing and Tactical Plans are updated in the coming weeks, and they have been compared to the data received in the previous merchant surveys.

The response level overall was similar to past merchant surveys, which these findings were compared to. The opt-in database was received and opened by 123 relevant businesses. (*This is more than the number of listing on the Riverfront Shops business directory.*) Respondent participation by category varied, with Restaurant being the top respondent category (42%), followed by Retail Store (35%), and Gallery/Museum/Attraction/Entertainment (14%). A small number of other services also participated (8%). The following key findings emerged from participants' responses.

Survey Findings

TOOLS & TACTICS: Effectiveness

The advertising, marketing, and other promotional tools and tactics that merchants cited as the most effective at building brand awareness and encouraging visitation to the Downtown Riverfront Shops area were generally consistent with previous surveys conducted prior to the pandemic. Respondents were asked what such tools and tactics they considered to be the most effective, and the top-ranked responses in order were:

- SOCIAL MEDIA ADVERTISING AND SPECIAL EVENTS – Both were selected as the most effective by 46% of respondents;
- BROADCAST ADVERTISING – Was selected by 38% of respondents as the most effective (*including radio and television*); and
- SOCIAL MEDIA POSTING – Was selected by 23% of all respondents.

NOTE: *In this report, response percentages have been rounded to the nearest whole number for clarity and ease of comprehension.*

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY

MERCHANT SURVEY RESEARCH FINDINGS

Prepared by GOLD Marketing • Monday, June 21, 2021

Survey Findings (Continued)

TOOLS & TACTICS: Effectiveness (Continued)

The tools and tactics that by default were considered the least effective for promoting the Riverfront Shops were largely those that were not employed by the DDA, or that were employed on a limited basis. These included direct mail (8%), in-room hotel book (0%), and print advertising (0%). A few respondents selected the open-ended “Other” category and input responses such as “Unknown to me” and “billboards Downtown and along major thoroughfares,” while others indicated that Farmers’ Markets were not an effective tool to drive traffic to their place of business.

SPECIAL EVENTS: Effectiveness

When respondents were asked to select the types of DDA-sponsored events that have been most effective at attracting customers Downtown to their place of business, the following were preferred the most (*in order of preference*):

- ART FESTIVALS – Selected by 38% of respondents (*especially the Halifax Art Festival*); and
- WINE WALKS – Selected by 31% of respondents (*especially the Wine & Chocolate Walk*).

These top choices were consistent with the past several surveys. Importantly, no other event type was chosen by more than one respondent, and Beer Walks were not preferred by anyone. Responses in the open-ended “Other” field also expressed concern about beer events, as well as those having competitive food vendors (*such as food trucks*) and loud music.

SPECIAL EVENTS: Suggestions

Respondents were given the opportunity to suggest events or promotions that they would add for marketing the Riverfront Shops. Responses varied, but some expressed a desire for events that would cause visitors to explore more parts of the Downtown area. These included, in order of preference, the following:

- ART EVENTS – Such as a second event like the Halifax Art Festival at the “opposite time of year” (*cited by the majority of respondents*);
- WINE WALKS – Similar to the Wine & Chocolate Walk (*cited by roughly a third of respondents*);
- FAMILY EVENTS – In the summertime, especially those primarily for children (*which has also been suggested before by several respondents*); and
- MUSIC EVENTS – With soft music (*mentioned universally*), such as a Reggae Festival (*cited by one respondent*).

Page 2 of 6

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY

MERCHANT SURVEY RESEARCH FINDINGS

Prepared by GOLD Marketing • Monday, June 21, 2021

Survey Findings (Continued)

SPECIAL EVENTS: Suggestions (Continued)

The majority of businesses who did not want more Wine Walks are not open in the evening or on weekends. In the “Other” field, merchants expressed their opinions on events, with many indicating a strong preference for having soft music – not “loud head-banging music,” as one respondent put it. And a number of restaurant owners reiterated their dislike for food trucks, which they see as competitors.

MERCHANT MARKETING: Effectiveness

Respondents were also asked to select the forms of marketing that they personally employed, which had been the most effective for driving traffic to their particular place of business. The top tools and tactics that were cited the most (*in order of preference*) were:

- SOCIAL MEDIA – Selected by 54% of respondents (*including social media posting and advertising*);
- SALES EVENTS – Selected by 38% of respondents; and
- BROADCAST & INTERNET ADVERTISING – Both selected by 31% of respondents (*with radio being the primary form of broadcast due to cost, and internet advertising including search, display, and advertising on industry websites*).

Websites were also cited as critical. The tools and tactics employed the least, or those that were considered the least effective, were brochures (7%), direct mail (0%), and print advertising (0%).

MERCHANT MARKETING: Challenges

When respondents were asked to identify the biggest challenges they faced in promoting their own business, the top needs that they indicated were:

- MORE FUNDS FOR MARKETING – Selected by 50% of respondents;
- ADDITIONAL MARKETING TRAINING & A MORE ADVANCED WEBSITE – Both selected by 30% of respondents;
- ADDITIONAL PERSONNEL – Especially sales and customer service staff, which was named by 20% of respondents.

MERCHANT MARKETING: Co-Op Participation

When asked what types of Riverfront Shops co-op advertising they would be willing to participate in financially, only a few respondents expressed an interest. In fact, only one respondent selected a brochure, a billboard, a print ad, more security, or “some sort of real estate promotion.”

The responses from the 2021 survey mirror those of past surveys that showed a lack of desire to participate in co-marketing.

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY

MERCHANT SURVEY RESEARCH FINDINGS

Prepared by GOLD Marketing • Monday, June 21, 2021

Survey Findings (Continued)

MERCHANT COMMUNICATIONS

Respondents were also asked what the best way from them would be to provide regular input to the DDA regarding Riverfront Shops marketing. The overwhelming favorite was that this communication take place through emails, with nine-out-of-ten respondents selecting this option. Only one retail store and two merchants of merchants preferred in-person meetings (*with two of these respondents preferring to rotate the meeting between various merchants' places of business*). And a couple suggested a monthly conference call or video conference.

Respondent Comments

As Downtown Daytona Beach includes a wide variety of merchants and businesses that rely on an equally diverse customer base, it was expected that differences of opinion would be apparent in participants' responses (*as they have been in each of the previous surveys*). The comments made by respondents in the open-ended sections of the survey varied considerably. Safety, including panhandling and issues with the homeless population, was the greatest single concern, as it has been in previous surveys.

In addition to a general, though not universal, preference for art or music events, opinions regarding special events also demonstrated a wide variety of options. Some preferred more family events, while others desired more upscale ones; and some wanted to increase the number of events, while others indicated that events generate little foot traffic to their particular businesses. A few respondents also suggested that areas other than North Beach Street were generally overlooked in events and marketing. And there was no interest expressed in having beer events, as respondents suggested that they attracted "the wrong audience." Additional verbatim comments from respondents follow:

DDA MARKETING

- "We need more billboards downtown and along major routes (95, ISB, A1A)."
- "A lot more radio and TV."
- "Need more internet and social media advertising."
- "Some sort of real estate promotion. Craigslist."

MERCHANT MEETINGS

- "Zoom calls have too many interruptions."
- "Meet at different merchants' shops every time."
- "Rotate locations among merchants so we can get to know everyone."

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY

MERCHANT SURVEY RESEARCH FINDINGS

Prepared by GOLD Marketing • Monday, June 21, 2021

Respondent Comments (Continued)

SPECIAL EVENTS

- “No outside vendors, like food trucks.”
- “No more beer events. They attract the wrong crowd.”
- “Need another art festival like Halifax, and more wine walks.”
- “No more food trucks. No more head-banging music. No more Al Smith.”
- “Music should be more diverse. Maybe a reggae festival.”
- “No more heavy metal music. Soft music.”
- “More Friday night events.”
- “No food trucks that compete against us.”

Next Steps

The findings from the 2021 merchant survey have provided valuable insights, which have also been reviewed with, and compared to, the findings from the previous primary research among the customers and prospects of the Riverfront Shops of Daytona Beach. The findings from this survey and others should be taken into account as the Strategic Marketing and Tactical Plans for fiscal year 2021-2022 are developed.

The following are specific recommendations based on these findings:

- **ENHANCE THE STRATEGIC MARKETING PLAN** – Aligning marketing tools, tactics, and expenditures with the research findings – with more dollars dedicated to social media, broadcast, and online advertising;
- **CONTINUE TO COMMUNICATE FREQUENTLY** – Continue to share Downtown updates, research findings, the Strategic Marketing and Tactical Plans and more with merchants;
- **ENHANCE EVENT OFFERINGS** – Also aligning them with research, including those that would continue to attract an upscale clientele, such as another major art event and additional wine walks, plus new events for families. Also reconsider rethink food participation, beer events, and loud music;
- **CONTINUE TO STRENGTHEN SECURITY** – For both merchants and consumers;

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY
MERCHANT SURVEY RESEARCH FINDINGS

Prepared by GOLD Marketing • Monday, June 21, 2021

Next Steps (Continued)

- LAUNCH CONSUMER SURVEYS – Among current customers and prospects, based on merchant research findings; and
- CONDUCT INTERVIEWS – With the nine merchants who agreed to provide testimonials to be used on the Riverfront Shops website and other forms of marketing.

Thank you for your thoughtful review of these findings.

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY

MARKETING SCOPE OF SERVICES

Prepared by GOLD & Associates • Monday, June 21, 2021

As the Downtown Development Authority considers marketing services for FY 2021-2022, it is useful to consider the broad scope of services currently provided GOLD to implement a multimedia strategic marketing campaign to promote the Riverfront Shops and Farmers' Market. In addition to the more than 20 categories of services provided under the present contract, GOLD has also provided a broad range of pro bono services as a partner to the City in this important marketing initiative.

CURRENT CONTRACT MARKETING SERVICES

- Strategic Marketing Plan Development and Management (*Annually*);
- Tactical Plan Monitored, Updated, and Reported (*Monthly*);
- Google AdWords and Facebook Ad Development and Placement (*Monthly*);
- Print Advertising Development and Placement (*As Approved*);
- Marketing Analysis & Presentations (*Monthly*);
- Press Release Creation (*Monthly*);
- Create Media Scripts (*For Broadcast Advertising as Approved*);
- Merchant and Consumer E-Blast Development, Programming, and Distribution (*Monthly*);
- Directory Event Poster Design and Print Management (*Six Times Per Year*);
- Ongoing Marketing Meetings (*Monthly with Director and DDA*);
- Media Negotiation, Placement, and Production (*Monthly*);
- Campaign Materials Copy & Design (*Monthly*);
- Special Event Advertising and Promotion Development (*Ongoing*);
- Farmers' Market Advertising and Publicity (*Weekly*);
- Downtown Merchant Map Updates (*As Provided by the City*);
- Merchant and Consumer Research (*Annually*);
- Website Content Updates (*Weekly*);
- Website Search Engine Optimization (*Weekly*);
- Website and Online Analytics Reporting (*Monthly*);
- Website Events Updates (*Weekly*);
- Website Merchant Updates (*As Content is Provided by the City*);
- Website Calendar Updates (*As Content is Provided by the City*); and
- Routine Site Maintenance (*As Needed*).

DAYTONA BEACH DOWNTOWN DEVELOPMENT AUTHORITY
MARKETING SCOPE OF SERVICES

Prepared by GOLD & Associates • Monday, June 21, 2021

PRO BONO SERVICES PROVIDED

- Banner Design for the City;
- Utility Stuffer Development for the City;
- EBT Program and Materials Development (*Including Advertising, Printed Materials, Display Materials, and More*);
- Farmers' Market Vendor Recruitment Program (*Including Tactical Planning, plus Database, Online, and Relationship Marketing*);
- Market@Magnolia Research, Brand Development, and Signage Design;
- Public Relations Story Placement;
- Merchant Survey Prize Donation;
- Farmers' Market Signage Design and Production; and
- Electronic Kiosk Sourcing for the City.