

DOWNTOWN **DEVELOPMENT AUTHORITY**

Michael O. Sznajstajler
Chairman
 Quanita May
Commissioner
 Sheryl A. Cook
 Tammy M. Kozinski
 Douglas Martin

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

AGENDA

Thursday, May 11, 2023 - 3:00 p.m.
Conference Room 149 A&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.

	<p>For special accommodation, please notify the City Clerk's Office at least 72 hours in advance. (386) 671-8023</p>		<p>Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.</p>
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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: April 13, 2023

<u>Agenda Approval</u>	<u>Date</u>
 Redevelopment Director	5/4/2023
____ City Attorney	____
____ City Manager	____

4. **Reports & Presentations.**
 - 4a. Monthly Financial Report
 - 4b. Keith Gold & Associates
 - 4c. Events Update- Al Smith, Bullseye Marketing
 - 4d. Gallery Elan Event Co-Sponsorship Agreement
 - 4e. Farmer's Market termination agreement
 - 4f. DDA event Co-Sponsorship Agreement for the Riverfront Esplanade Market
5. **Public Comments**
6. **Board Comments**
7. **Adjournment**

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
Thursday April 13, 2023**

The meeting of the Downtown Development Authority Board (DDA) was held on Tuesday, Thursday April 13, 2023, at 3:00 p.m. in RM. 149 B, 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present.

Board Members Present

Michael Sznajstajler, Chair (arrived @ 3:20 p.m.)
Sheryl Cook, Vice Chair
Douglas Martin
Quanita May, Commissioner
Tammy Kozinki

Board Members Absent

None

Staff Members Present

Ken Thomas, Redevelopment Director
Michele Toliver, Redevelopment Project Manager
Angela Armstrong, Redevelopment Project Manager
Robert Jagger, City Attorney
Gina Fountain, Board Secretary

1. Call to Order

Ms. Cook called the meeting to order at 3:00 p.m.

2. Roll Call

Ms. Fountain called roll and noted members present as stated above. Quorum met (4-1).

3. Approval of Minutes

a. Regular Meeting – March 9, 2023

A motion was made by Ms. May, seconded by Mr. Martin, to approve the minutes of March 9, 2023, DDA meeting. Motion carried 4-0.

4. Reports & Presentations

4a. Keith Gold & Associates

Mr. Gold discussed the new spring/summer Marketing Initiatives, Fiscal year 2023-2024 Planning, the Farmer's Market status, Online Analytics and the Budget Spreadsheet for March 2023.

Board members and Mr. Gold discussed the Geo targeting/Strategic Marketing Plan, Research Surveys and the board involvement (per Mr. Jagger must be done at a public meeting), change from Farmer's Market to Esplanade.

4b. Events Update – Al Smith

Mr. Smith presented his report and mentioned that the St. Patty Day in partnership with McKay's Restaurant was a great event that had a large turnout and was fortunate it was on a Friday and had great weather. The only issues were overflowing trash cans and the need for more quarter lifts. He discussed the Wine & Cheese walk in March and the Food Truck Rally & Art Festival and Spring Wine walk in April. He discussed Cinco de Mayo & Beer Fest in May.

4c. Downtown Parking Permit-Michael Stallworth, Business Enterprise Management Director

Mr. Stallworth discussed the Beach Street Parking Enforcement Projections and Mainland Corridor Budget.

Board members and Mr. Stallworth discussed businesses employees parking, designated free and paid parking in the back lots behind the businesses, parking on Palmetto Avenue, Downtown CRA and General funds, and how allotted time for paid parking developed.

Matt , SB Plus , City of Jacksonville Beach, discussed the residence program currently in Jacksonville Beach that would have the same concept of the proposed paid parking app that would be used to register businesses employees license plates into a database and whitelisted.

Board members and Mr. Stallworth discussed the process of the Police Officer or Enforcement Officer enforcing the overdue allotted timeframes, how would tickets be issued and the cost per ticket and the location for paid parking.

Mr. Smith discussed the pay per parking study and the number of employees/business owners that park in front of their businesses daily.

John Nicolson, 413 Grandview Avenue, discussed the use of meters or pay stations for paid parking and the cost for seniors.

A motion was made by Mr. Martin, seconded by Ms. Cook, to recommend the support of paid parking on located only on Beach Street. Motion carried 5-0.

4d. Monthly Financial Report–Ken Thomas, Redevelopment Director

Mr. Thomas provided a brief summary of the Monthly Financial Reports for the months of February 2023 and March 2023.

Board members and Mr. Thomas discussed revenue from the Farmer's Market, how often and to whom vendors make payments to and the processing time for payments.

4e. Farmer's Market – Ken Thomas, Redevelopment Director

Mr. Thomas discussed the need for motions to terminate the Farmer's Market License Agreement with the City and approve the Downtown Development Authority (DDA) Sponsorship Agreement at Riverfront Esplanade.

Mr. Jagger provided a brief discussion of the termination of the License Agreement with the Farmer's Market and the five year Sponsorship Agreement between DDA and Riverfront Esplanade Foundation.

Mr. Sznajstajler advised that if there is not reference in the termination agreement, can a reference that the DDA intends to enter into a sponsorship agreement to support the Farmer's Market to be hosted by the Riverfront Esplanade Foundation be added, with the Intend to send a message to the City that they have a plan to continue supporting the Farmer's Market because he thinks their master agreement does reference a Farmer's Market.

Ms. Cook asked Mr. Jagger if the City was aware that they had already started the termination process but it has not been formalized. Also, would the board have to provide the Farmer's Market Manager a 30 day notice of the termination of her contract.

Mr. Jagger advised that the City has not been involved other than the Redevelopment staff, so they would take it to the City Commission for approval of the termination agreement. However, the Farmer's Market Manager's contract terminates automatically when the License Agreement terminates.

Mr. Sznajstajler advised that he wanted to make sure that the staff was aware that there is very well intentioned and that the goal behind this is to continue to have the Farmer's Market in Daytona Beach but not one that is operated by DDA. He wanted to make sure that no one is surprised or blindsided by what goes forward when it gets presented to the City Commission.

Ms. May advised that she could inform the City Commission, if they choose hear, some of the background of the Farmer's Market and the DDA intentions of terminating the license agreement.

Ms. Kozinski asked Mr. Jagger, this does not change their agreement with the City for areas that they secure off for the food trucks or any other event.

Mr. Jagger advised that they have two separate agreements; one for events and the other for the Farmer's Market, so this will not impact the agreement they have that allows Mr. Smith to operate.

Board members discussed providing the Farmer's Market Manager-Melody with a small gift of appreciation, advanced notice of the termination of the License Agreement prior to the City Commission meeting, a letter of reference and thanks for future use, informing the vendors of the Farmer's Market relocating prior to the vote at the City Commission meeting, and advertising on the Riverfront Esplanade social media page.

A motion was made by Ms. May, seconded by Mr. Martin, to terminate the Farmer's Market License Agreement with the City and enter into a Sponsorship Agreement with Riverfront Esplanade Foundation for marketing only. Motion carried 5-0.

4f. Galarie Elan Sponsorship Agreement (Gregory Grant)-Michael Sznajstajler

Mr. Sznajstajler stated he was being asked to sign a revised sponsorship agreement with Gregory Grant but asked if it could be tabled until the next meeting to allow the board members to receive and review the agreement in advance prior to the meeting.

Mr. Jagger stated that he do not know if this sponsorship agreement has come back to the board or not and he does not recall how they left off on that, so approval will not be given at this meeting. However, he will briefly review with the board members the terms that were changed in the sponsorship agreement.

5. Public Comments

Katrina Guevara, Event Manager. Riverfront Esplanade, advised the board of their promotional video, which has the DDA logo, that is already being advertised on their social media website and YouTube channel.

6. Board Comments

Board members inquired about the dumpster on the corner of Beach Street. Mr. Sznajstajler advised to address with Mr. Thomas after the meeting.

Mr. Sznajstajler expressed his appreciation to the board members for their support of the Children's Business Fair as well as the City in March. Also, another event has been scheduled in October.

7. Adjournment

There being no further business to come before the board, the meeting was adjourned at 4:11 p.m.

Mike Sznajstajler, Chair

Gina Fountain, Board Secretary



THE CITY OF DAYTONA BEACH

REDEVELOPMENT DIVISION

POST OFFICE BOX 2451

DAYTONA BEACH, FLORIDA 32115-2451

PHONE (386) 671-8160

FAX (386) 671-8187

MEMORANDUM

DATE: May 11, 2023
 TO: Downtown Development Authority Board Members
 FROM: Kenneth Thomas, Redevelopment Director
 SUBJECT: DDA Monthly Financial Report

The following is the DDA financial report for revenues and expenditures through April 30, 2023.

General Activities for April 30, 2023

Revenues	Projection	Received to Date as of 04/30/23	Balance
Ad Valorem	\$ 203,592.00	\$ 190,754.60	\$ 12,837.40
Delinquent Ad Valorem	0.00	995.43	(995.43)
Downtown CRA Payment	117,643.00	117,960.51	(317.51)
Interest	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00
Appropriation of Fund Balance	50,250.00	0.00	50,250.00
Total	\$ 371,485.00	\$ 309,710.54	\$ 61,774.46

Line-Item	Appropriation	Spent to Date as of 04/30/23	Balance
Professional Services	\$ 39,000.00	\$ 26,000.00	\$ 13,000.00
Care and Subsistence	300.00	0.00	300.00
Downtown Marketing Media	43,917.00	35,515.69	8,401.31
Events Promotion	1,600	8,174.09	(6,574.09)
Supplies	0.00	0.00	0.00
Memberships	0.00	0.00	0.00
Downtown CRA Payment	117,643.00	117,960.51	(317.51)
Contingency	0.00	0.00	0.00
Total	\$ 202,460.00	\$ 187,650.29	\$ 14,809.71

Farmers' Market Activities

Revenues	Projection	Received to Date as of 04/30/23	Balance
Vendor Revenue	\$ 6,000.00	\$ 1,050.00	\$ 1,050.00
Sponsorship	0.00	0.00	0.00
Market Booth Sales	0.00	0.00	0.00
DDA SNAP Revenues	2,000.00	1,050.00	1,050.00
Total	\$ 8,000	\$ 2,100.00	\$ 2,100.00

Expenses	Appropriation	Spent to Date as of 04/30/23	Balance
Market Manager	\$ 18,000.00	\$ 9,100.00	\$ 8,900.00
Liability Insurance	1,500.00	1,050.00	450.00
Marketing	4,400.00	1,450.00	\$ 2,950.00
City Fees	0.00	0.00	0.00
DDA SNAP Expenses	5,000.00	1,559.25	3,440.75
Booth Merchandise	0.00	0.00	0.00
Other Materials & Supplies	500.00	0.00	500.00
Total	\$ 29,400.00	\$ 13,159.25	\$ 16,240.75

Downtown Event Activities

Revenues	Projection	Received to Date as of 04/30/23		Balance
Vendor Revenue	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Sponsorship	0.00	0.00	0.00	0.00
Total	\$.000	\$ 0.00	\$ 0.00	\$ 0.00

Expenses	Appropriation	Spent to Date as of 04/30/23		Balance
Downtown Events	\$ 100,000.00	\$ 30,991.00	\$ 69,009.00	\$ 69,009.00
Supplies/ Offline print	5,500.00	880.48	4,619.52	4,619.52
Total	\$ 105,500.00	\$ 31,871.48	\$ 73,628.52	\$ 73,628.52

DDA Budget Summary

	Budget	Actual		Remaining
Total DDA Revenue	\$ 337,360.00	\$ 2,100.00	\$ 335,260.00	\$ 335,260.00
Total DDA Expenditures	337,360.00	232,411.12	104,948.88	104,948.88
Change in Fund Balance	\$ 0.00	\$ (230,311.12)		

Reserves	\$	0.00	\$	0.00	\$	0.00
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APRIL – MAY DDA MARKETING UPDATE

Prepared by GOLD Marketing • Wednesday, May 3, 2023

THE VERANDA

814 State Road 54A North

White Volta Beach, FL 32082

☎ 904.288.5669

🌐 www.verandagold.com

MARCH – APRIL DDA MARKETING UPDATE

Prepared by GOLD Marketing • Wednesday, May 3, 2023

A Brief Introduction

The following is an overview of the key marketing activities provided for the Downtown Development Authority (DDA) for the benefit of The City of Daytona Beach in April 2023 and May 2023 to date. Should you have any questions regarding this update, please let us know.

Advertising

- Prepared, negotiated, and coordinated offline and online media buys to promote shopping, dining, and special events, plus continued planning tactics buys for the remainder of FY 2022-2023;
- Created online and print advertising to promote April and May events, such as the Daytona Beach Arts Fest, Downtown Daytona Nights, First Friday ArtWalk, Spring Wine Walk, Cinco de Mayo, and Daytona Beach Beer Fest;
- Created, negotiated, and placed Google Search and Display advertising and Facebook advertising to promote special downtown area events, shopping, dining, and entertainment. Ad placement was largely based on audience behaviors, demography, geography, interests, and past engagement success;
- Continuously updated the online retargeting campaign to reach customers and prospects actively investigating shopping, dining, and/or entertainment venues and activities; and
- Created ads for the publication Volusia Lifestyle.

Analytics

- Compiled, analyzed, prepared, and reported monthly online engagement from customers and prospects, with the goal being to grow key performance measures month-over-month, and year-over-year. In brief, traffic was down slightly in April, but still engaged a significant number of potential Riverfront Shops customers.

Collateral Material

- Updated the Kiosk Poster monthly to feature upcoming events (*last updated in late April for May events*));
- Continuously updated the Merchant Directory and map to include the latest changes; and
- Finalized the brochure and event insert, plus ordered the full run for distribution throughout the area and use by Downtown merchants.

MARCH – APRIL DDA MARKETING UPDATE

Prepared by GOLD Marketing • Wednesday, May 3, 2023

E-Marketing

- Wrote, designed, programmed, and distributed multiple e-blasts each month to the merchant and customer databases to promote special events.

Farmers' Market

- Continued featuring the Daytona Beach Downtown Farmers' Market on the Riverfront Shops website.

Public & Media Relations

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

Primary Research

- Prepared suggested guest and merchant surveys to provide new insights and inform the Tactical Plan for the next fiscal year.

Strategic & Tactical Planning

- Completed FY 2022-2023 marketing budget and Tactical Plan, with revisions to the spreadsheet made on an ongoing basis;
- Monitored the DDA Tactical Plan and marketing budget weekly, plus prepared plan updates to the DDA Board monthly, even though the agency's contract is now to do so quarterly; and
- Conducted monthly meetings with client representatives (*despite the agency's contract requiring only four total meetings*), and prepared weekly marketing updates.

Website

- Continuously updated the special events shown on the Home Page and Calendar of Events. Merchant listing information is also updated as received;
- Updated the downloadable merchant map and brochure on the site; and
- Ongoing search engine optimization and site maintenance.

MARCH – APRIL DDA MARKETING UPDATE

Prepared by GOLD Marketing • Wednesday, May 3, 2023

Pro Bono

- WEB DEVELOPMENT – Site plan, meetings, and home page designs for the Midtown Redevelopment District;
- RESEARCH – Developed, launched, and presented the findings for a Farmers’ Market research study. Prepared new surveys for spring 2023;
- TRADEMARK INVESTIGATION – Further study of Midtown Daytona branding assets; and
- PRESENTATIONS – Additional presentations and materials prepared for the DDA Board.

Thank you for your business!



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DAYTONA BEACH DDA
APRIL 2023 ANALYTICS REPORT

Prepared by GOLD Marketing • Wednesday, May 3, 2023

THE VERANDA

834 State Road 311 North

Daytona Beach, FL 32182

T 904.285.6669

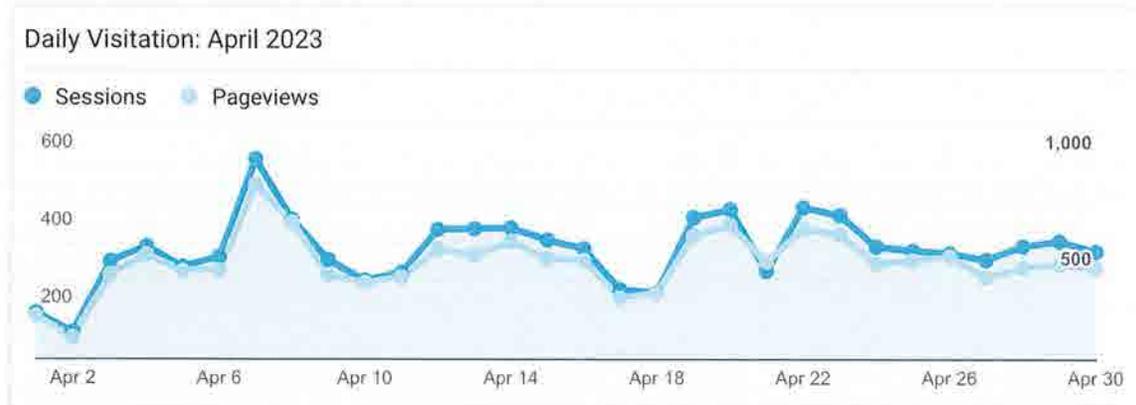
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DAYTONA BEACH DDA APRIL 2023 ONLINE ANALYTICS REPORT

Prepared by GOLD Marketing • Wednesday, May 3, 2023

Overall Traffic

OVERALL WEBSITE VISITATION



The above chart shows April traffic, which reached its highest levels at the time of the event-filled first weekend in April. During the month, the Riverfront Shops of Daytona Beach website had 8,475 sessions, 12,528 pageviews, 6,514 total users, and 6,187 new users. Overall, April website traffic was down slightly when compared to the previous month.

TOP PAGES

Most Viewed Pages		
Page		Pageviews
/		8,529
/events/		589
/shopping/		482
/dining/		370
/farmers-market/		292
/brochures-and-maps/		259
/venue/beach-street/		176
/attractions/		172
/event/daytona-beach-arts-fest/		146
/event/mainland-high-school-champs-parade/		80

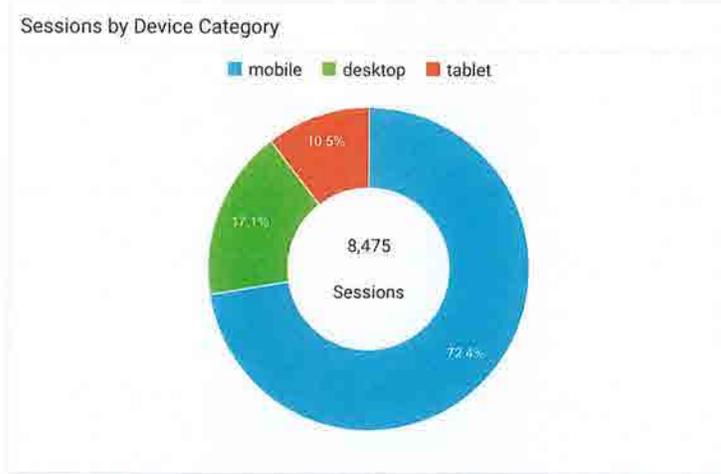
The Home, Events, Shopping, and Dining pages were the most visited in April 2023. (/ = Home Page.)

DAYTONA BEACH DDA APRIL 2023 ONLINE ANALYTICS REPORT

Prepared by GOLD Marketing • Wednesday, May 3, 2023

Overall Traffic (Continued)

TRAFFIC TYPE



Mobile visitation continued to outpace desktop traffic in April by a substantial margin.

KEY TRAFFIC SOURCES

Top Traffic Sources

Source / Medium	Sessions
google / cpc	5,047
google / organic	1,317
(direct) / (none)	844
facebook_ads / cpc	613
daytonabeach.com / referral	167
codb.us / referral	140
toursscanner.com / referral	92
bing / organic	55
m.facebook.com / referral	53
l.facebook.com / referral	43

Google Ads, Google organic search, direct site visits, and Facebook advertising were the most significant traffic sources in April 2023.

DAYTONA BEACH DDA APRIL 2023 ONLINE ANALYTICS REPORT

Prepared by GOLD Marketing • Wednesday, May 3, 2023

Overall Traffic (Continued)

DEMOGRAPHICS AND GENDER



Where demographic information was available from Google, April site users were predominantly women, with the top age groups being 55-64, 35-44, and 45-54.

Online Advertising

GOOGLE ADVERTISING



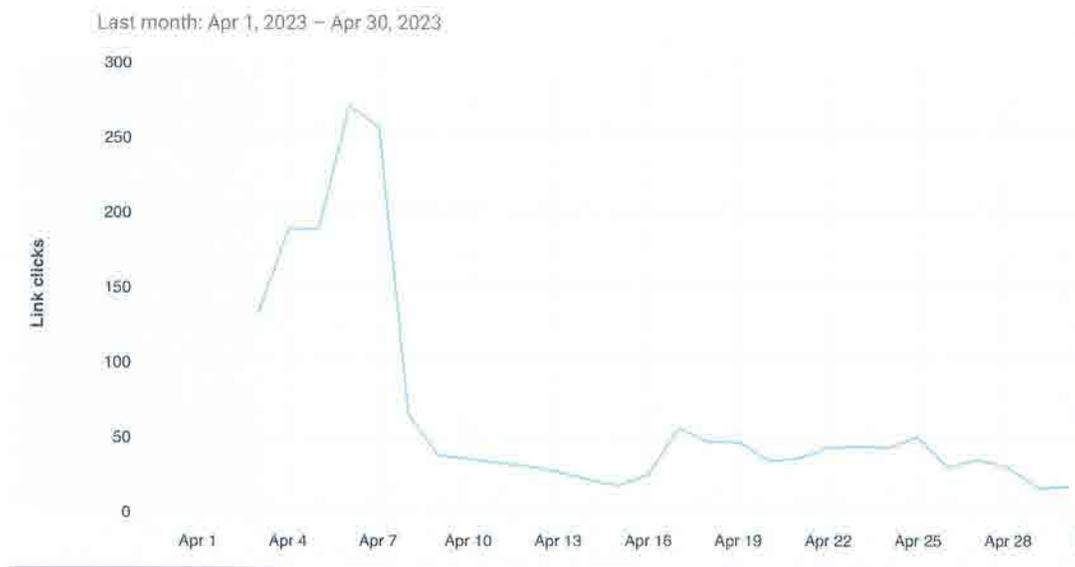
The Google Ads in generated 6,601 clicks in April 2023. Popular search advertising keywords included “Daytona Beach,” (*and similar*), “Daytona Beach Restaurants” (*and similar*), “Downtown Daytona Beach,” “Daytona Beach Information,” and “Daytona Beach Shopping” (*and similar*).

DAYTONA BEACH DDA APRIL 2023 ONLINE ANALYTICS REPORT

Prepared by GOLD Marketing • Wednesday, May 3, 2023

Online Advertising (*Continued*)

FACEBOOK ADVERTISING



The Facebook advertising in April 2023 had 1,606 link clicks. The fluctuations in clicks correspond to the timing of the advertised special events, with the highest click frequency at the time of April's first weekend, which had multiple special events.

FACEBOOK EVENT RESPONSES

The Riverfront Shops Facebook advertising also includes promoting DDA-sponsored events to generate event responses from potential attendees. Events in April advertised on Facebook included:

- DOWNTOWN DAYTONA NIGHTS (4/7): 343 responses to the event advertising, with 522 combined ad and organic responses to the Riverfront Shops' listing;
- FIRST FRIDAY ART WALK (4/7): 156 responses to the event advertising, with 618 combined ad and organic responses to the Riverfront Shops' listing;
- DAYTONA BEACH ARTS FEST (4/8): 536 responses to the event advertising, with 1,300 combined ad and organic responses to the Riverfront Shops' listing; and
- SPRING WINE WALK (4/29): 367 responses to the event advertising, with 600 combined ad and organic responses to the Riverfront Shops' listing.

PAGE FOLLOWERS

As of early May, the Riverfront Shops Facebook page had 17,769 followers, and the Farmers' Market page had 4,682 (*a modest increase for both*).

Page 4 of 4

THE CITY OF DAYTONA BEACH DDA



CONTENTS

1. April-May Report Questions & Answers
*(GOLD Project Update, Online Analytics and
Updated Campaign Budget Spreadsheets)*
2. New Marketing Initiatives



G O L D
Marketing Communications

2. NEW MARKETING INITIATIVES



- *Summer Marketing*
- *FY 2023-2024 Planning*
- *Farmers' Market Status*



2. NEW MARKETING INITIATIVES

SUMMER MARKETING



New Rack Brochure
& Event Insert

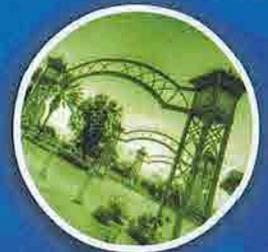
Monthly Event Kiosk Poster

Weekly E-blast

2. NEW MARKETING INITIATIVES

SUMMER MARKETING

- *E-Mail Marketing* – Weekly Events Blasts
- *Directory Poster* – Featuring Special Events
- *Online Advertising* – Search & Social Media
- *Public Relations* – Event Press Releases
- *Website* – Events on Home Page & Calendar
- *Collateral* – Seasonal Brochure Distribution



FY 2023-2024 PLANNING

- *Customer & Merchant Surveys Q&A*
- *Updated Strategic Marketing Plan Q&A*



2. NEW MARKETING INITIATIVES



FARMERS' MARKET STATUS

- *Included* – On Website
- *Not Included* – In Online or Offline Media Buys & Purchases
- *Next Steps* – Awaiting Board Transition Date
 - Replace Market with Esplanade on Website Primary Navigation

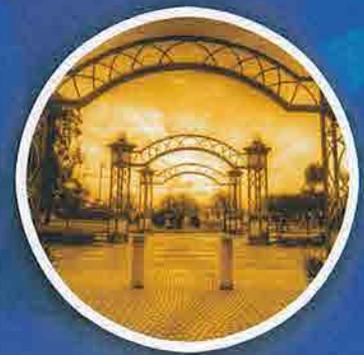
QUESTIONS & ANSWERS

Thank You for Your Business!



G O L D

Marketing Communications



THE CITY OF DAYTONA BEACH DDA



CONTENTS

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(GOLD Project Update, Online Analytics and Updated Campaign Budget Spreadsheets)
- 2.** New Marketing Initiatives



G O L D

Marketing Communications

2. NEW MARKETING INITIATIVES



- Summer Marketing
- FY 2023-2024 Planning
- Farmers' Market Status



2. NEW MARKETING INITIATIVES

SUMMER MARKETING



New Rack Brochure & Event Insert



Monthly Event Kiosk Poster

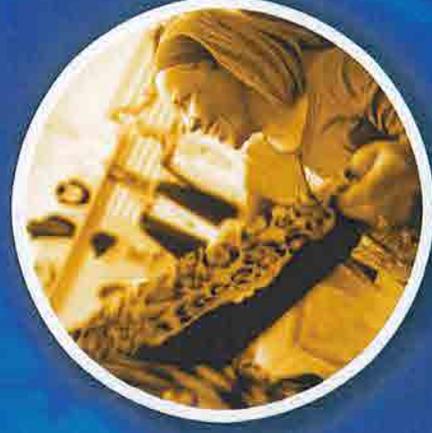


Weekly E-blast

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FY 2023-2024 PLANNING

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- *Updated Strategic Marketing Plan Q&A*

2. NEW MARKETING INITIATIVES



DOWNTOWN
**FARMERS'
MARKET**
DAYTONA ♦ BEACH

FARMERS' MARKET STATUS

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Buys & Purchases
- *Next Steps* – Awaiting Board Transition Date
 - Replace Market with Esplanade
on Website Primary Navigation

QUESTIONS & ANSWERS

Thank You for Your Business!



G O L D

Marketing Communications



Riverfront Shops of Daytona Beach - Spring 2023 Merchant Survey

The Downtown Development Authority (DDA) focuses on the marketing and promotion of the Riverfront Shops of Daytona Beach. As the DDA endeavors to promote the Riverfront Shops in the most effective manner possible, your participation in this brief survey is essential. And your responses will help inform our new Strategic Marketing Plan.

Please note that this survey is intended only for businesses that operate in the DDA's special taxing district. Thank you for your assistance!

1. Please provide your name, business, and email address.

Name:

Business:

Email Address:

2. Your type of business:

- Attraction/entertainment
- Gallery/museum
- Restaurant
- Shop/retail store
- Other (Please specify.)

3. What would be the best way for you to provide regular input about Riverfront Shops marketing? (Please select all that apply.)

- Merchant meetings
- Merchant conference calls or video conferences (Zoom, Teams, etc.)
- Merchant email
- Other (Please specify.)

4. If you selected merchant meetings, where and when should they be held?

5. If you selected conference calls or video conferences, when should they be held, and how long should they last?

Riverfront Shops of Daytona Beach - Spring 2023 Merchant Survey

6. What forms of marketing do you use that have been the most effective at driving traffic to your particular place of business? (Select up to three.)

- Brochures
- Direct mail
- E-mail marketing
- Internet advertising (Google Ads, banner ads, etc.)
- Memberships (Chamber, trade associations, Visitors' Bureau, etc.)
- Newspaper or magazine advertising
- Radio commercials
- Social media advertising (Facebook, Twitter, Instagram, etc.)
- Social media posting (Facebook, Twitter, Instagram, etc.)
- Special events
- Television commercials
- Website (your site)
- Word of mouth
- None of the above
- Other (Please specify.)

7. What are the biggest marketing challenges that your business faces? (Select all that apply.)

- Need more funds for marketing
- Need additional marketing training
- Need a more advanced website
- Need additional sales personnel
- Other (Please specify.)

8. What are the biggest operational challenges that your business faces? (Select all that apply.)

- Ample outdoor lighting
- Cleanliness of streets, sidewalks, and common areas
- Convenient parking
- Downtown safety and security
- Garbage pick-up
- Other (Please specify.)

Riverfront Shops of Daytona Beach - Spring 2023 Merchant Survey

9. The DDA funds marketing, advertising, and promotional tools to build brand awareness and encourage visitation to the Riverfront Shops of Daytona Beach. Which of these have been the most effective overall? (Select up to three.)

- Direct mail
- Directory posters
- Hotel and attractions rack brochure
- Hotel in-room advertising
- Internet advertising (Google Ads, banner ads, etc.)
- Monthly e-newsletters (to past visitors)
- Newspaper or magazine advertising (including co-op ads)
- Press releases
- Radio commercials
- Social media advertising (Facebook, Twitter, Instagram, etc.)
- Social media posting (Facebook, Twitter, Instagram, etc.)
- Special events (like the Halifax Art Festival, Wine Walks, etc.)
- Television commercials
- Website (RiverfrontShopsOfDaytona.com)
- None of the above
- Other (Please specify.)

10. The DDA supports a number of special events to bring customers to the area. In general, which type of event has been the most effective at driving traffic to your place of business? (Please specify.)

- Art or Arts & Crafts Festivals
- Daytona Nights (Food Trucks)
- Car Shows
- Downtown Sporting Events (e.g., Daytona Tortugas)
- Major Daytona Beach Events (e.g., Bike Week, Daytona 500)
- Riverfront Esplanade Events
- Street Festivals (e.g., Cinco de Mayo, St. Paddy's Day)
- Wine or Beer Walks
- Other (Please specify.)

11. What types of special events or promotions would you add? (Please specify.)

12. What types of Riverfront Shops co-op advertising would you like to participate in financially, and how much would you spend annually? (Please specify.)

Thank you for taking the survey!

2023 Riverfront Shops of Daytona Beach Guest Satisfaction Survey

Thank you for your interest in the Riverfront Shops of Daytona Beach. Please participate in our brief online survey to help us make your next visit here even better. We are not attempting to sell you anything, and your personal information will be kept strictly confidential. This should only take you a few minutes to complete.

For completing the survey, you will be entered to win a \$100 Visa eGift Card. * Thank you for your assistance!

*Survey participation is limited to U.S. residents ages 21 and older.

1. How many times have you visited the historic downtown Riverfront Shops area in the past 12 months for shopping, dining, or other leisure activities?

- Did Not Visit
- 1 or 2
- 3 or 4
- 5 or 6
- 7 or 8
- 9 or 10
- More Than 10

2. What was the main purpose of your most recent visit? (Please check all that apply.)

- Attraction
- Cultural Activity
- Dining
- Entertainment
- Riverfront Esplanade
- Shopping
- Special Event
- Sporting Event
- Vacation

Other (Please specify.)

2023 Riverfront Shops of Daytona Beach Guest Satisfaction Survey

4. How likely are you to visit to the Riverfront Shops of Daytona Beach within the next month?

- Extremely Likely
- Very Likely
- Somewhat Likely
- Not Very Likely
- Not at all Likely
- Unsure

5. Which of the following Riverfront Shops promotions do you recall seeing or hearing in the last 12 months? (Please select all that apply.)

- Article or News Story
- Brochure, Flier, or Poster
- Email Message
- Newspaper or Magazine Ad
- Online ad
- Radio Ad
- Riverfront Shops Website
- Social Media Ad or Post
- Word of Mouth
- Other (Please specify.)

- None of the Above/Do Not Recall

6. What restaurants, shops, attractions, or amenities at the Riverfront Shops did you visit the most in the last 12 months? (Please specify.)

7. What special events did you attend at the Riverfront Shops in the last 12 months? (Please specify.)

2023 Riverfront Shops of Daytona Beach Guest Satisfaction Survey

Please provide the following for statistical purposes:

8. Your gender:

- Female
- Male
- Will not disclose.

9. Your age group:

- Under 21
- 21-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65+
- Will not disclose.

10. Your total annual household income (from all sources):

- Less than \$50,000
- \$50,000-74,999
- \$100,000-199,999
- \$200,000+
- Will not disclose.

11. Your primary place of residence:

City

State

2023 Riverfront Shops of Daytona Beach Guest Satisfaction Survey

12. Please provide your email address for the gift card drawing:

The winner will be selected entirely at random. If you win, you will receive the Visa eGift Card by email within 10 days after the survey is closed.

Thank you for your participation!

FY 2022-2023 DDA EVENT CO-SPONSORSHIP AGREEMENT

The Parties to this Event Co-Sponsorship Agreement are the **Daytona Beach Downtown Development Authority** (the "DDA") and **Gregory Graham Grant d/b/a Galerie Elan** (the "Event Producer").

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

Section 1. Description of Events. Event Producer intends to hold public events ("Events") as identified in the Event Schedule attached hereto as Exhibit A, within the Downtown Area of the City of Daytona Beach (the "City"), primarily on Beach Street, within the Sub-Licensed Area as shown on Exhibit B, attached hereto, and further described in Section 2 below. The Events will be held on days and during times shown on the Event Schedule (Exhibit A). The Event Producer will coordinate with and encourage merchants within the DDA Licensed Area to promote and participate in the Events.

Section 2. Sub-License / Event Location. DDA hereby grants Event Producer a sub-license to use a portion of the area it has under License from the City of Daytona Beach (the "Sub-Licensed Areas", Exhibit B), from one hour before the scheduled Event to one hour after the scheduled Event (which includes time for set-up and break down) as shown on Exhibit A. Event Producer's license to use this Sub-Licensed Area is conditioned upon Event Producer obtaining an outdoor event permit from the City pursuant to Chapter 82 of the City Code or alternatively, enter into a facility use agreement with the City, if required, and strictly complying with all terms and conditions of the permit or agreement.

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

(a) Take commercially reasonable steps to ensure that the Events are family-friendly, suitable and attractive to people of all ages, and that the Events promote the good will of the DDA and the City's Downtown Area.

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

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

arising under this Agreement. Gregory Graham Grant or his designee will be the designated representative for Event Producer in all matters arising under this Agreement.

(b) All notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or if by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To Event Producer Representative:
Gregory Graham Grant
c/o Galerie Elan
230 S. Beach Street
Daytona Beach, FL 32114
(386) 871-9906

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

w/copy to: Ken Thomas
Director of Redevelopment
and Neighborhood Services
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
(386) 671-8188
(386) 671-3975 – fax

Section 10. No Right to Assign. Event Producer may not assign its rights or obligations under this Agreement without the DDA's express prior written approval.

Section 11. Default and Termination; Cancellation of Events.

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

- (i) The Event Producer fails to promote or operate the Event in accordance with the requirements of this Agreement; or
- (ii) The Event Producer fraudulently misrepresents to any third party the nature of this Agreement, or Event Producer's relationship with the DDA as an independent contractor, or misrepresents information required to be submitted in the Event Producer's outdoor event permit application to the City; or
- (iii) The City revokes the permit under this Agreement for any of the reasons outlined in City Code, Section 82-68; or
- (iv) The Event Producer commits any other material breach of this Agreement, and such failure continues for more than 15 days after receipt of notice and an opportunity to cure.

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

(b) DDA will be in default if DDA materially breaches its obligations hereunder, and such breach continues for a period of at least 30 days after Event Producer has provided DDA written notice of such breach; except when the nature of the breach is such that it cannot be reasonably

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

DDA

By: _____
Michael O Sznajstajler, Chairman

Date: _____

By: _____
Sheryl Cook, Vice-Chair

By: _____
Quanita May, City Commission Member

EVENT PRODUCER

By:  _____

Date: 4/6/2023

Printed Name: GREGORY GRANT

Title: EVENT PRODUCER / OWNER GALERIE ELAN

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A

Galerie Elan Marketing

Event Schedule FY 2023

Daytona Beach Downtown Development Authority Sponsorship

<u>DATE</u>	<u>DDA FUNDING</u>	<u>EVENT NAME</u>
1 st Friday of every month through September Time: 5 p.m. – 9 p.m.	\$5,000	1 st Friday ArtWalk

AGREEMENT TO TERMINATE FARMERS' MARKET LICENSE AGREEMENT

THIS AGREEMENT TO TERMINATE FARMERS' MARKET LICENSE AGREEMENT is made and entered into as of the date of last execution below (the "Effective Date") by and between The City of Daytona Beach, a Florida Municipal Corporation (the "City"), and the Daytona Beach Downtown Development Authority, a Florida Special Taxing District (the "DDA").

WHEREAS, the Parties hereto are parties to the Farmers' Market License Agreement, as amended (the "License Agreement"), which establishes a license for the DDA to operate and manage a weekly Farmers' Market on Magnolia Ave., from Beach St. west to Palmetto Ave., portions of Wall Street north and south of its intersection with Magnolia Ave., and portions of City parking lots (the "Magnolia License Area"), subject to conditions; and

WHEREAS, the DDA wishes to cease current operations of the Farmers' Market in the Magnolia License Area on Saturday mornings, and has requested termination of the License Agreement; and

WHEREAS, in lieu of the Farmers' Market, the DDA desires to encourage and support the Riverfront Esplanade Foundation Inc. (the "Foundation"), in establishing a periodic public Market in the Riverfront Esplanade, to include the sale of fresh fruit and vegetables, with the goal of enhancing exposure for Downtown area businesses to City's residents and visitors.

WHEREAS, the Foundation operates and manages the Riverfront Esplanade in the Downtown area pursuant to a lease agreement with the City (approved by City Resolution 2022-272), and has indicated its intent to operate a "Riverfront Market" on Sundays between 8 a.m. and 11 a.m., once a month or more frequently depending on vendor and shopper demand.

THEREFORE, based on the mutual valuable consideration provided herein, the Parties agree as follows:

1. **Description of License Agreement to be Terminated.** The Parties intend to terminate that certain Farmers' Market License Agreement dated January 1, 2012 (approved by City Resolution 11-319), as amended by the First Amendment to Farmers' Market License Agreement dated August 5, 2020 (approved by City Resolution 2020-206).
2. **Termination.** The Parties agree that the above-mentioned License Agreement, as amended, is to be terminated as of the Effective Date of this Agreement, it being agreed that any provisions in the License Agreement regarding prior notice for termination are waived by both Parties.

[Signatures to follow.]

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

DDA:

By: _____
Michael O. Sznajstajler, Chairman

Date: _____

By: _____
Quanita May, City Commission Member

By: _____
Sheryl Cook, Vice-Chair

The City of Daytona Beach

By: _____
Derrick L. Henry, Mayor

Date: _____

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

**DDA EVENT CO-SPONSORSHIP AGREEMENT FOR THE RIVERFRONT
ESPLANADE MARKET**

The Parties to this Event Co-Sponsorship Agreement are the **Daytona Beach Downtown Development Authority** (the “DDA”) and the **Riverfront Esplanade Foundation Inc.**, a Florida not-for-profit corporation (the “Event Producer”).

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

Section 1. Description of Events. Event Producer agrees to hold outdoor public Markets on a monthly or more frequent basis in the Riverfront Esplanade (“Events”) located adjacent to Beach Street in the City of Daytona Beach (the “City”). During the term or any renewal term of this Agreement, Events will be routinely held on Friday evenings, or Saturday or Sunday mornings as determined by the Event Producer, for a period of not less than 3-hours per Event.

Section 2. Term; Renewal Term. The term of this Agreement shall commence on the date of last execution below (the “Effective Date”) and continue until September 30, 2028, unless sooner terminated by either Party as provided in this Agreement. This Agreement may be renewed for successive 5-year renewal terms upon notice by the DDA to the Event Producer prior to end of the then existing term or renewal term.

Section 3. Performance Standards.

(a) In the planning, promotion, and conduct of the Events, Event Producer will:

(1) Take commercially reasonable steps to ensure that the Events are family-friendly, suitable and attractive to people of all ages, and that the Events promote the good will of the DDA and the City’s Downtown Area.

(2) Coordinate with and encourage merchants within the Downtown Area to promote and participate in the Events.

(3) Actively advertise, market, and promote the Events, including through sale of advertisements and, as applicable, sponsorships, to maximize event attendance and profitability, consistent with the requirements of (a) above. All advertisements, promotional materials, and sponsorships are subject to prior approval of DDA’s designated representative identified below, for purposes of ensuring compliance with (a) above. To this end, the DDA’s designated representative will reject all advertising and promotional materials (including sponsorship acknowledgments) that promote products or services that are not suitable for view by minors; or that promote political candidates or causes; or that contain lewd, obscene, or violence-promoting language, images, or symbols. The Event Producer shall provide the DDA with proposed advertising and promotional content not less than three business days prior to publication for the Event. If the DDA fails to respond to the Event Producer’s request for approval within the three-business day period, such advertisement or promotional content will be deemed to be approved by the DDA.

(4) Provide a readily visible tent within the Market at no charge for the DDA's use to promote the Riverfront Shops, distribute promotional information and materials (provided by DDA), and for visitors to sign up for receipt of DDA newsletters and/or other DDA promotional emails.

(b) The Market shall include on a regular basis the availability of fresh fruit and vegetables for sale to the public from one or more Market vendors.

(c) At all times while conducting the Events, the Event Producer shall maintain a clean, neat appearance within the Market.

Section 4. DDA Sponsorship.

(a) In consideration of the Event Producer's agreement to promote, market, and conduct the Events in accordance with the requirements herein, the DDA will pay the Event Producer the total amount of \$5,000.00 annually, payable in equal quarterly installments during each fiscal year (October 1 to September 30) of the term or any renewal term, and due within 30 days after the end of each quarter. The DDA's first installment in the amount of \$1,250, will be paid on a pro-rata basis at the end of the quarter that immediately follows the Effective Date.

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

(1) DDA Website (Riverfront Shops of Daytona Beach):

- Feature copy on Home Page.
- Event Specific Page.
- Listed on Event Calendar.

(2) Riverfront Shops Monthly E-newsletter:

- Listed as upcoming Event.

(3) Riverfront Shops Facebook Page:

- Event Promotion Posting.
- Event Calendar Posting.

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

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

Section 7. Designated Representatives; Notice.

(a) The City's Director of Redevelopment and Neighborhood Services, or any other person designated by the DDA Board, will be the designated representative for the DDA in all matters

arising under this Agreement. Gregory Graham Grant or his designee will be the designated representative for Event Producer in all matters arising under this Agreement.

(b) All notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or if by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To Event Producer Representative:
Esplanade Foundation Inc.
c/o _____

Daytona Beach, FL 32114
(386) _____

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

w/copy to: Ken Thomas
Director of Redevelopment
and Neighborhood Services
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
(386) 671-8188
(386) 671-3975 – fax

Section 8. No Right to Assign. Event Producer may not assign its rights or obligations under this Agreement without the DDA's express prior written approval.

Section 9. Default; Termination for Convenience.

(a) **Default by Event Producer.** The Event Producer will be in default if:

- (i) The Event Producer fails to promote or operate the Events in accordance with the requirements of this Agreement; or
- (ii) The Event Producer fraudulently misrepresents to any third party the nature of this Agreement, or Event Producer's relationship with the DDA as an independent contractor, or misrepresents information required to be submitted in the Event Producer's permit/facility use application to the City if applicable; or
- (iii) The Event Producer commits any other material breach of this Agreement, and such failure continues for more than 15 days after receipt of notice and an opportunity to cure.

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

(b) **Default by DDA.** DDA will be in default if DDA materially breaches its obligations hereunder, and such breach continues for a period of at least 30 days after Event Producer has provided DDA written notice of such breach; except when the nature of the breach is such that it cannot be reasonably cured within this period, in which instance the cure period will be extended by one day for each day that the DDA is diligently seeking to cure the breach.

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

(c) **Termination for Convenience.** Either Party may terminate this Agreement upon notice to the other not later than 30 days prior to the next Event. In such instance, neither Party shall be liable to the other for any damages or costs incurred due to termination of the Agreement.

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

Section 10. General Provisions.

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

(b) This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement has been drafted through the joint effort of both Parties, and, hence, no ambiguity will be construed against either Party.

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

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

[Signatures to follow.]

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

DDA

By: _____
Michael O Sznajstajler, Chairman

Date: _____

By: _____
Sheryl Cook, Vice-Chair

By: _____
Quanita May, City Commission Member

EVENT PRODUCER

By: _____

Date: _____

Printed Name: _____

Title: _____

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

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WHEREAS, the DDA wishes to cease current operations of the Farmers' Market in the Magnolia License Area on Saturday mornings, and has requested termination of the License Agreement; and

WHEREAS, in lieu of the Farmers' Market, the DDA desires to encourage and support the Riverfront Esplanade Foundation Inc. (the "Foundation"), in establishing a periodic public Market in the Riverfront Esplanade, to include the sale of fresh fruit and vegetables, with the goal of enhancing exposure for Downtown area businesses to City's residents and visitors.

WHEREAS, the Foundation operates and manages the Riverfront Esplanade in the Downtown area pursuant to a lease agreement with the City (approved by City Resolution 2022-272), and has indicated its intent to operate a "Riverfront Market" on Sundays between 8 a.m. and 11 a.m., once a month or more frequently depending on vendor and shopper demand.

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[Signatures to follow.]

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DDA:

By: _____
Michael O. Sznajstajler, Chairman

Date: _____

By: _____
Quanita May, City Commission Member

By: _____
Sheryl Cook, Vice-Chair

The City of Daytona Beach

By: _____
Derrick L. Henry, Mayor

Date: _____

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney