

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
REGULAR MEETING
Tuesday, November 28, 2017**

The regular meeting of the Downtown Development Authority was held Tuesday, November 28, 2017, at 8:00 a.m. in Conference Room 149B, 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

Board Members Present

Mr. Michael Sznajstajler
Mr. Joseph Hopkins
Ms. Tammy Kozinski
Ms. Kelly White

Board Members Absent

Ms. Sheryl Cook, Vice Chair

Staff Members Present

Mr. Jason Jeffries, Redevelopment Project Manager
Mr. Bob Jagger, City Attorney
Ms. Becky Groom, Board Secretary

1. Call to Order

Michael Sznajstajler, Chair, 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

a. Regular Meeting – October 24, 2017

A motion was made by Mr. Hopkins, seconded by Ms. Kozinski, to approve the minutes of the October 24, 2017 meeting, as presented. The motion carried unanimously (4-0).

4. DDA Monthly Financial Report

Mr. Jeffries presented the Monthly Financial Report which was included on Page 10 of the packet. Mr. Jeffries stated the report was the first report of the new fiscal year so there was not much activity.

Mr. Jeffries stated the Farmers' Market was weak right now, particularly due to one of the main vendors not planning on returning to the Market until January. Mr. Jeffries stated there were currently 15 vendors at the market. Mr. Jeffries stated he would present the annual Farmers'

Market report to the DDA which must be submitted to the City. Mr. Jeffries stated this could provide an opportunity to look at making radical changes to the Market.

Mr. Sznajstajler stated it may be best for the DDA to visit the Farmers' Market in order to visualize the space.

Mr. Jagger stated in order for the DDA to visit the site, a public noticed meeting would have to be scheduled and space provided should there be any public in attendance.

Ms. White stated the DDA needed to look at City Island as a whole, particularly since the Volusia County library is closed.

Mr. Hopkins stated the DDA had talked previously about moving the Farmers' Market; and with the vendor decline, perhaps this was the time to arrange for a different venue in order to provide a better experience overall.

Ms. Kozinski stated there needed to be some covered space. Ms. Kozinski stated the Market needed to be revamped or cease. Ms. Kozinski stated ever since she had been on the DDA, the Market had continued to decline.

Mr. Hopkins stated if Ms. Cook was in attendance, she would object to closing the Market.

Ms. White stated the DDA needed to examine the customer base and demographics. She stated maybe the Farmers' Market concept was a dying thing and the need no longer existed.

Mr. Sznajstajler stated perhaps the DDA could visit the Farmers' Market on a Saturday and then meet after the DDA had visited the site.

Mr. Jagger stated the Agreement for the Farmers' Market was automatically renewed in October for another 5 years but there was a 180 day termination clause in the Contract.

Mr. Jeffries stated logistically, it had been discussed to relocate the Farmers' Market to Magnolia; and he had not talked with adjoining business owners on Magnolia about the possible move of the Farmers' Market to that site. Mr. Jeffries stated some produce vendors arrive at the Market at 5:00 a.m. so there were concerns about parking.

Mr. Hopkins stated the Market needed to be re-energized and it is time to do something radically different.

Ms. White asked if Mr. Jeffries had talked with the long-term vendors about the decline in the Market.

Mr. Jeffries stated the long-term vendors felt their customer base was the "snow bird" and the customer base was generational.

Ms. White stated perhaps individuals could be hired to conduct demonstrations or performances at the Market and possibly a DJ could be used in order to control the sound. Ms. White stated the individual who was preaching on the sidewalk at the Market was disruptive.

Ms. Kozinski stated she felt we should not waste time looking at a space where the Market would not be located much longer. Ms. Kozinski asked if the vendor mix may need to be changed. Ms. Kozinski stated if people were having produce delivered to their front door, what aren't they having delivered to their front door.

Mr. Jeffries stated he would talk with the vendors and get their feedback and he would provide at the next meeting. Mr. Jeffries stated perhaps a workshop could be held in January.

Mr. Hopkins stated he would like to set a realistic target date as to when the DDA can vote on the future of the Farmers' Market. Mr. Hopkins stated there has to be a better strategy.

Mr. Sznajstajler suggested having staff follow up with the vendors over the next couple of weeks and asked that the DDA members bring their ideas to the next DDA meeting for discussion and then set a date for a workshop on the future of the Farmers' Market.

Public Comments:

There were no public comments.

5. Downtown Event Promotions

a. Downtown Event Promotion Contract: Southern Stone Communications

Mr. Jeffries stated he was working on the draft contract with Southern Stone and the proposed event schedule planned with Southern Stone was included as Exhibit A of the packet. Mr. Jeffries stated a merchant meeting was held within the last month.

Mr. Jeffries stated he met with representatives of the Museum of Arts and Sciences Art Guild and they were talking about holding their own Art Festival in the spring but their concern was the City's fees and the cost of the event. Mr. Jeffries related to the Art Guild that Southern Stone was proposing a spring Art Festival and felt it would be a good match with the Art Guild. Mr. Jeffries stated the Halifax Art Festival takes place in the downtown without a signed contract between the Art Guild and the City. Mr. Jeffries stated the Art Guild was not an established organization and currently the City Manager signed the permit for the Halifax Art Festival.

Mr. Jeffries stated there had been discussions with the Art Guild about moving the Halifax Art Festival to One Daytona.

Ms. Kozinski stated she thought there was a stipulation in the One Daytona agreement with the City that One Daytona would not take business away from any existing area.

Mr. Jeffries stated he had talked with representatives of Daytona State College about participating in events or putting on events in the downtown.

Mr. Jeffries reviewed the proposed event schedule as outlined on Page 22 of the packet.

Ms. Kozinski stated she had problems with the recent cookie walk and noted that some children destroyed products in her store.

Mr. DeMarchi stated that was the only negative comment he received about the cookie walk but noted he was required to do events with children as part of the RFP.

Mr. Jeffries stated he would proceed to include the calendar as presented as part of the Southern Stone contract.

Public Comments:

There were no public comments.

b. FY2017/18 Downtown Event Budget

Mr. Jeffries reviewed the event budget for FY2017/18, which started on Page 15 of the packet.

Ms. Kozinski asked how many passports were sold for the cookie walk. Ms. Kozinski stated many of the cookies were store bought and many were chocolate chip.

Mr. DeMarchi stated 200 passports were sold and he had hoped for 250. Mr. DeMarchi stated the cookie walk would be held in New Smyrna Beach next weekend and all cookies were homemade. Mr. DeMarchi stated he would hope homemade cookies would be offered for the next cookie walk in the downtown.

Public Comments:

There were no public comments.

c. FY2017/18 Sponsored Downtown Events

Mr. Jeffries stated Page 22 of the packet will be the attachment to the letter provided to the City regarding the proposed events. Mr. Jeffries stated Bullseye did not respond to the RFP for downtown events but they had submitted a request for funding for their proposed Wine & Chocolate Walk to be held on February 20, 2018, which would follow the Wine & Chocolate Walk planned by Southern Stone.

Mr. Jeffries noted if any merchant or non-profit group would like to hold an event in the downtown once the DDA schedule is released, an application could be submitted to the City and a meeting could be scheduled with City Staff and Southern Stone representatives; the request would then be presented to the DDA and, if approved, it would be placed on the calendar.

Ms. Kozinski stated she felt the request from Bullseye would conflict with the events that were proposed by Southern Stone.

Ms. White stated she felt the DDA had been too lenient on what the DDA sponsors. Ms. White stated an amazing event would have to be presented that would line up with the current schedule proposed by Southern Stone in order for her to consider additional events.

Mr. Hopkins asked if the City would still approve the request from Bullseye if presented without DDA support. Mr. Hopkins stated the event was popular and he would hate to see the event go by without the DDA but he wanted to be fair to Southern Stone as well. Mr. Hopkins stated he felt the DDA should adhere to the calendar as planned with Southern Stone.

Mr. Jeffries stated there would be fees involved that Bullseye would have to pay if the event was approved by the City.

Mr. Sznajstajler stated that once a signed contract was in place with Southern Stone, a press release needed to be issued outlining the events the DDA would be sponsoring and how the DDA was promoting events in the downtown.

Board Action:

A motion was made by Ms. White to approve the funding request of \$750 from Bullseye Direct Marketing for the Wine & Chocolate Walk to be held on February 20, 2018, in accordance with the item included in the packet on Page 23. The motion failed due to the lack of a second.

Public Comments:

There were no public comments.

Board Action:

d. Food & Wine Walk Event Payment Request

Mr. Jeffries presented the request from Bullseye Direct Marketing, which was included on Page 24 of the packet. Mr. Jeffries presented an outline of the discussions with Bullseye regarding the proposed Wine & Food Walk.

Mr. Sznajstajler stated it appeared Bullseye invested in the event and noted that an invoice had been presented with no back-up material.

Mr. Jeffries stated proof of payment to the Daytona Beach News-Journal was presented for \$610 for one ad; but Mr. Jeffries stated he did not believe one ad would cost \$610. Mr. Jeffries stated an invoice was also submitted for \$225 for emails by Deborah Brand.

Ms. White stated the DDA planned on providing \$750 to Bullseye; so even if the event never happened, that amount would have been set aside.

Mr. Sznajstajler stated he did not believe the expenses seemed unreasonable and believed Bullseye was working on an event that was planned to happen. Mr. Sznajstajler stated there was always a certain amount of risk involved.

Mr. Jeffries stated Bullseye had always stated that they take on the risk for holding events.

Mr. Hopkins stated he did not understand why the DDA was being approached to reimburse for expenses when the DDA was not the group that denied the permit and did not feel the DDA was liable for the expense.

Mr. Jeffries stated he informed Bullseye the date was available from a Downtown perspective but the ultimate decision came from Cultural Services as the application goes through the review process. Mr. Jeffries stated the application was submitted on September 19 and a response was provided to Bullseye within a day advising Bullseye that the date would not work; but Bullseye had already distributed advertising. Mr. Jeffries stated Bullseye was working on the project prior to having any conversations with anyone.

Mr. Sznajstajler stated the DDA met on September 20 and tried to tie the wine walk in with the Hurricane Rally; and when the DDA met on September 20, there seemed to be a good solution to the problem. Mr. Sznajstajler stated he did not know how much of the expenses tie into what Bullseye did on September 20 and September 21. Mr. Sznajstajler stated if the expenses occurred prior to September 20, the DDA had nothing to do with that.

Mr. Jeffries stated an ad was run on Friday, September 8, announcing for September 16. Mr. Jeffries stated some of the emails are from September 11 and 12, which was prior to Hurricane Irma; and those emails announced a change of date to September 23. Mr. Jeffries stated a change of date was announced prior to having confirmation from the City.

Ms. White asked if there are any stipulations in the contract regarding delays due to events, such as a hurricane.

Mr. Jagger stated Bullseye suffered the risk of loss and there is no obligation for funding from the DDA.

Ms. White asked if a payment is made to Bullseye, does it suggest that the DDA is obligated.

Mr. Jagger stated if there was a law suit, Bullseye would have to show that the DDA had approved the request; and there were no facts representing that.

Ms. White stated she did not see where there was an obligation for the DDA to pay.

Mr. Jagger stated there was no legal obligation for the DDA to pay the request.

Public Comments:

There were no public comments.

Board Action:

A motion was made by Ms. White, seconded by Ms. Kozinski, to pay \$750 to Bullseye Marketing for cancellation of the Wine & Food Walk. The motion carried (3-1 with Mr. Hopkins voting no).

6. **Public Comments**

There were no public comments.

7. **Board Comments**

Ms. Kozinski asked that a Police Officer be in the downtown during the planned events. Ms. Kozinski stated McKay's and Zahn's called for police over the weekend and it took 1-1/2 hours for a police officer to respond.

Ms. Kozinski asked that Code Enforcement check on the signage in downtown.

Ms. White stated the signage for the cookie walk was outstanding.

Ms. White asked what could be done to deter the man who preaches on Saturday mornings at the Farmers' Market. Ms. White asked if a speaker could be placed facing the individual that would be loud enough so the gentleman could not be heard. Ms. White stated she was going to spend some time working on the problem.

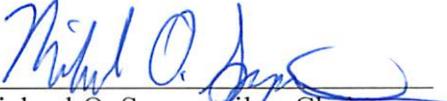
Mr. Jagger stated if the individual was standing on a public sidewalk, a permit was required for sound amplification and a certain decibel level must be maintained. Mr. Jagger stated he would research the issue raised by Ms. White.

Mr. Hopkins stated perhaps the license area could be expanded in order to move the gentleman from the area.

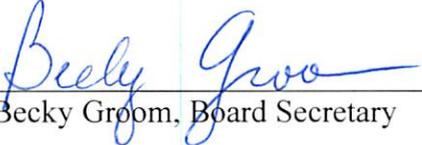
Mr. Sznajstajler stated he did not believe any action should be taken until it was discussed and approved by the City's counsel so there were no concerns of limiting someone's First Amendment rights.

8. **Adjournment**

There being no further business to come before the Board, the meeting was adjourned at 9:40 a.m.



Michael O. Sznajstajler, Chair



Becky Groom, Board Secretary