

**DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES
SPECIAL MEETING
Thursday, June 1, 2017**

The Special Meeting of the Downtown Development Authority was held Thursday, June 1, 2017, at 8:00 a.m. in Conference Room 149A, 301 S. Ridgewood Avenue, Daytona Beach, Florida. The following people were present:

Board Members Present

Mr. Robert Abraham, Chairman
Mr. Joe Hopkins
Ms. Sheryl Cook
Ms. Tammy Kozinski
Ms. Kelly White

Staff Members Present

Mr. Jason Jeffries, Redevelopment Project Manager
Mr. Bob Jagger, City Attorney
Mr. Ben Gross, Deputy City Attorney
Ms. Becky Groom, Board Secretary
Ms. Lori Slaight

1. Call to Order

Mr. Abraham called the meeting to order at 8:00 a.m.

2. Roll Call

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

3. Public Comments

There were no public comments.

4. Downtown Summer of Fun Event

- a. Event License Agreement with City and Hildebrand Amusements, LLC
- b. Southern Stone communication Sponsorship Agreement
- c. News Journal Sponsorship Agreement
- d. Event Budget

Mr. Jeffries stated staff had prepared a contract for DDA review for the Riverfront Summer of Fun event based on the discussion by the DDA at the last meeting. Mr. Jeffries stated a tag line of Riverfront Family Festival would be used to identify the event. Mr. Jeffries stated the Agreement would be a three party agreement between the City, the DDA, and the event operator as the licensee.

Ben Gross, Deputy City Attorney, stated he prepared the Agreement based on a typical city license agreement and one of the City's co-sponsorship agreements. Mr. Gross reviewed the Agreement in detail for the Board and stated the Agreement was for an event to be held from June 14 to September 4. Mr. Gross stated a security deposit was required in case there was damage to city property plus the event coordinator must provide insurance.

Mr. Gross stated it was outlined in Section L that a base fee of \$5,000 was to be paid by the DDA and future profit would be used to promote future downtown events. Mr. Gross stated the licensee must pay the DDA on a weekly basis 20% of the total gross receipts. Mr. Gross stated the DDA had the ability to shut down the event if the area was not kept clean or if the fees were not paid to the DDA. Mr. Gross stated the DDA could terminate the contract with a 10 day notice after 30 days.

Mr. Jeffries stated originally the event was to be held on the center block but was now proposed for the area from ISB to Orange Avenue. Mr. Jeffries reviewed the conceptual plan which was included as part of the packet.

Ms. Cook asked where the trailers would park.

Mr. Jeffries stated the trailers would have to be parked at an RV park or possibly next to the old armory.

Ms. Cook asked if there would be baseball games at Jackie Robinson ballpark during this period. She asked how Mr. Jeffries could assure that people would not park behind her jewelry store, and asked if the library had agreed to let people park in their lot. Ms. Cook expressed concern about people taking all of the available parking that was used for Beach Street businesses.

Mr. Jeffries stated he was talking with a shuttle company who worked during the boat show to provide service.

Mr. Gross suggested that parking be confined to the south parking lot or obtain a permit from the city to park elsewhere.

Ms. Kozinski stated she had not seen advertising on the Beach Channel and feels that was important.

Mr. Jeffries stated it was an oversight on his part and noted there was no additional cost for advertising on the Beach Channel.

Mr. Jeffries stated television advertising would be added to the list, including the Beach Channel and Spectrum. Mr. Jeffries stated the event would consist of 17 amusement rides and 4 concession stands and noted the dates were June 8 to June 14 for set-up.

Mr. Jeffries reviewed the proposed budget which was included as part of the packet. Mr. Jeffries stated the budget was proposed in two phases, the first through July 16 which would be through the Shriners' convention and the second phase would continue through Labor Day. Mr. Jeffries stated the upfront costs would be the City permit fee, the base fee and costs for police. Mr. Jeffries stated the cost for water would be paid by the applicant to the City. Mr. Jeffries stated the proposed advertising budget was \$10,900.

Ms. White stated Hildebrand projects their revenue to be about \$25,000 per week and the City would receive \$5,000 from that; and the vendor will have to sell 1,250 tickets per week to meet the \$25,000 revenue. Ms. White expressed concern about the revenue and the possibility of not receiving the revenue as projected.

Mr. Jeffries stated that was correct and stated the operator was confident he would reach \$35,000 per week. Mr. Jeffries stated he had a conversation with individuals in North Myrtle Beach where Hildebrand previously operated and was informed that the rides were removed to make room for development. Mr. Jeffries stated North Myrtle Beach indicated they were very happy with Hildebrand.

Ms. White stated the site plan had changed significantly from what was previously proposed and does not appear to be well thought out. Ms. White asked Mr. Jeffries if he had had discussions with Public Works about the proposed event and Public Works operations during the event period.

Mr. Jeffries stated coordination with Public Works had started and Public Works had reviewed the request but had not provided cost estimates. Mr. Jeffries stated the contract stipulates that the event operator would be responsible for maintenance of the event area. Mr. Jeffries stated he did not believe the City's grounds maintenance personnel would be on site because they would not be able to get the large lawnmowers in that area.

Ms. White expressed concern about the security deposit amount of \$1,000. Ms. White stated she was not comfortable with that low of a security deposit since there would be restoration costs. Ms. White stated she felt a minimum deposit should be \$5,000.

Mr. Jeffries stated he had suggested \$5,000 for a security deposit but Leisure Services advised that typically there was only a \$2,000 deposit.

Ms. White asked how the haulers would get in and out of the park.

Mr. Jeffries stated there were curb cuts at the bike trail and stated when the City brings a stage into the area, it comes through the bike trail curb cuts.

Ms. White asked what conversations had been held with the Daytona Tortugas regarding their rights to parking at City Island. Ms. White noted there were 38 games scheduled for Jackie Robinson Ballpark during the proposed event period.

Mr. Jagger noted that the Daytona Tortugas charge for parking.

Mr. Jeffries stated he would talk with the Daytona Tortugas and the Convention and Visitors Bureau.

Mr. Hopkins stated the Tortugas had an agreement and control of the lot.

Ms. White stated she would have to pass on the proposed event. She stated she felt the numbers were "skinny" and there was a Contract in place with the Tortugas. Ms. White noted there would be a new Board member on the DDA after June when Mr. Abraham leaves; the DDA was trying to resurrect the Farmers' Market; and there was an event RFP out for promoting other events in the

downtown. Ms. White stated she did not feel the DDA would be able to handle a three month event.

Ms. Kozinski stated there were concerns about parking with there being so many Tortuga games during the same period. Ms. Kozinski stated she felt the proposed event would be better than what was going on last summer, which was nothing. Ms. Kozinski stated she had talked with several merchants who had provided positive feedback about the proposed event.

Ms. Cook stated she had mixed feelings about the event and was disappointed that this item was brought to the DDA at such a late date. Ms. Cook stated she agreed with Ms. White's comments and felt this was a big event for the DDA to handle. Ms. Cook stated she was concerned about parking. She stated if the people that were putting on events were not getting sponsors, there must not be sufficient revenue to support the events.

Mr. Hopkins applauded the city staff for putting an agreement together in a short period of time. Mr. Hopkins stated in looking at the plan, there were 36 positions that would need to be staffed in order to operate the rides and concessions and he did not feel the numbers presented were realistic. Mr. Hopkins stated he was not comfortable with what was proposed. Mr. Hopkins stated he would be willing to consider such an event if it was for a shorter period of time and well programmed and coordinated.

Mr. Abraham stated as an investment he did not like the event and did not feel the DDA would make any money. Mr. Abraham stated energy had been shifted to other places like Tanger and One Daytona and felt that had an effected Beach Street. Mr. Abraham stated this was not North Myrtle Beach that had a lot more traffic, tourists and entertainment options. Mr. Abraham stated he understood the reluctance by some board members but felt he was in favor of the event because it could draw people to the downtown. Mr. Abraham stated if the financial risk could be limited, it would be worthwhile to do. Mr. Abraham stated although he is on the fence about the issue, he was leaning toward being in favor of it.

Ms. Kozinski stated having a shuttle in the downtown would help with the parking issue.

Ms. Cook stated the DDA had talked about parking for a long time and nothing was done. Ms. Cook stated two blocks was too large for this event. Ms. Cook stated the Farmers' Market was still struggling and the DDA did not know what could be done to improve that.

Public comments:

Johnnie Ponder, 843 Maley, stated the event that was proposed was not good. She stated a smaller event would be better. Ms. Ponder stated the DDA stood to lose more than could be gained.

Board Action:

A motion was made by Mr. Hopkins, seconded by Ms. White, to terminate negotiations with Hildebrand for the proposed Riverfront Summer of Fun event planned for June 14 through September 4, 2017. The motion carried 3-2.

5. **Board Comments**

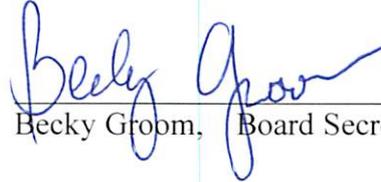
There were no Board comments.

6 **Adjournment**

There being no further business to come before the Board, the meeting was adjourned.



Sheryl Cook, Vice-Chair



Becky Groom, Board Secretary