

AGENDA
ST. JOHNS COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

August 8, 2022
3 p.m.

Executive Board Conference Room
County Commission Office of the Administration Building
500 San Sebastian View
St. Augustine, FL 32084

****Regular Meeting****

Roll Call

Public Comment

Each person addressing the Board shall state their name and address for the public record and limit comments to three (3) minutes. Public comment will also be provided for each item containing a proposition (other than ministerial acts) before the Board.

Additions and/or Deletions to Agenda

Approval of Minutes

- May 9, 2022

Treasurer's Report

- Review and Approve Financials

New Business

- THE PLAYERS Championship Hospitality Purchase Agreement
Mike McCabe
- Brand Development Project Update
Tera Meeks, Tourism and Cultural Development Director
- PR/Communications for IDA Bond Issuances

Reports

- IDA Members

Adjournment

Next Meeting – September 12, 2022

**MINUTES OF MEETING
INDUSTRIAL DEVELOPMENT AUTHORITY
OF ST. JOHNS COUNTY
May 9, 2022 3:00 PM
at
500 San Sabastian View, St. Augustine FL**

Members Present: Melissa Churchwell, Kevin Kennedy, Geoff Litchney and Vivian Helwig

Members Absent: Chet Frith

Guests Present: See attached sign in sheet.

Ms. Churchwell brings the meeting to order at 3:03 PM

Ms. Churchwell asks for roll call. Chet Frith absent all other members present.

Ms. Churchwell asks for public comment.

No public comment.

Ms. Churchwell asks for additions and deletions to today's agenda.

None.

Ms. Churchwell moves to Vicar's Landing and TEFRA hearing.

Motion Mr. Kennedy, second Mr. Litchney to open TEFRA hearing at 3:05PM

Vote unanimous.

Ms. Churchwell introduces Darren Roy and Dale Pirkle from Vicar's landing

Mr. Roy gives a brief description of the overall project. States phase one consists of 109 units, phase two consists of 33 units, and currently they have sold 92 units of phase one. Phase two is what these funds will be used for.

Ms. Churchwell asks if there is any public comment.

None noted.

Mr. Dobson produces proof of publication for today's TEFRA hearing published in the St. Augustine Record.

Mr. O'Connell produces his opinion letter to the Authority.

Motion Mr. Helwig, second Mr. Litchney to close the TEFRA hearing at 3:10PM

Vote unanimous.

Mr. Dobson produces a document for each member of the Authority to review and sign concerning conflicts of interest.

Members sign documents.

Ms. Churchwell moves to consideration of resolution 2022-03.

Mr. Dobson asks if there any questions concerning the resolution to be considered.

None noted.

Mr. Dobson ask for a motion on resolution 2022-03

Motion Mr. Litchney, second Mr. Kennedy to approve resolution 2022-03 as presented.

Vote Mr. Kennedy – Yes

Mr. Litchney – Yes

Mr. Helwig – Yes

Ms. Churchwell – Yes

Motion passes.

Meeting paused for signatures.

Ms. Churchwell moves the meeting to the approval of the minutes form the April 11, 2022 meeting.

Motion Mr. Litchney, Second Mr. Helwig to approve the minutes of the April 11, 2022 meeting as presented.

Vote unanimous

Ms. Churchwell moves the meeting to the Treasurer's report.

Mr. O'Connell presents the financial statements and one check to be signed for \$450 to WH O'Connell & Associates for accounting services.

Discussion about interest rates.

Mr. O'Connell recommends the Authority move \$75,000 from the operating account to the CD held at Ameris bank to earn more interest.

Discussion.

Motion Mr. Litchney, second Mr. Kennedy to allow Mr. O'Connell to transfer \$75,000 from the Authority's operating account to the Authority's CD at Ameris bank.

Vote unanimous.

Ms. Churchwell moves the meeting to New Business

Brand Development Project

Ms. Meeks gives update on the progress of the project and introduces Mark Stevens and Ed Barlow (call in) from North Star.

Mr. Stevens and Mr. Barlow give a slide presentation going over the project.

Discussion on the presentation and process.

The Players Championship Ticket Distribution

Mr. Maynard mentioned several entities that were supplied the tickets and thanked the Authority for supplying them.

Discussion.

Ms. Churchwell moves the meeting to reports.

Members:

Mr. Litchney. Will be out of town for the June meeting. No report.

Mr. Helwig. No report.

Mr. Kennedy. No report.

Ms. Churchwell. No report.

Commissioner Whitehurst – No report

Ms. Churchwell states the next meeting will be June 13, 2022 at 3PM and asks for a motion to adjourn.

Motion Mr. Litchney, Second Mr. Kennedy to adjourn the meeting at 4:24PM

Vote unanimous.

IDA

SIGN IN SHEET

IDA BOARD MEMBERS		IDA MEETING DATE: 5/9/22
1	Melissa Churchwell	
2	Geoff Litchney	
3	Kevin Kennedy	
4	Viv Helwig	
5		
6		
7		

VISITORS / GUESTS		Who do you represent?
1	Darren Roy	Vicar's Landing / CFO
2	Will Milford	Bryant Miller Olive P.A. / Vicar's Landing
3	Dale Pirkle	Vicar's Landing / COO
4	Robert Gall	Ziegler / Vicar's Landing
5	Scott Maynard	SJC Chamber of Commerce
6	Tera Meeks	SJC Tourism
7	Christian Whitehurst	BCC
8	WH O'Connell	IDA CPA
9	Geoff Dobson	IDA Attorney
10	Mike McCabe	IDA Attorney
11	Mark Stevens	North Star
12	Ed Barlow (call in)	North Star
13	Jennifer Zuberer	SJC Economic Development
14		
15		
16		

10:36 AM
08/02/22
Accrual Basis

Industrial Development Authority
Balance Sheet
As of July 31, 2022

	<u>Jul 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1002 · Ameris Bank	44,681.86
1004 · Ameris CD 2	597,860.44
	<hr/>
Total Checking/Savings	642,542.30
	<hr/>
Total Current Assets	642,542.30
	<hr/>
TOTAL ASSETS	<u>642,542.30</u>
	<hr/>
LIABILITIES & EQUITY	
Equity	
32000 · Net Position - Unrestricted	652,935.20
Net Income	(10,392.90)
	<hr/>
Total Equity	642,542.30
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>642,542.30</u>

10:33 AM
08/02/22
Accrual Basis

Industrial Development Authority
Profit & Loss
October 2021 through July 2022

	<u>Oct '21 - Jul 22</u>
Income	
3006 · Bond Application Fee	2,000.00
3013 · Prosperity Bank Interest Income	47.61
3015 · Prosperity CD Interest	999.49
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Total Income	3,047.10
Expense	
5010 · Accounting	3,065.00
5016 · Contractual Services	10,200.00
5710 · DCA Special Fees	175.00
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Total Expense	13,440.00
Net Income	<u><u>(10,392.90)</u></u>

HOSPITALITY PURCHASE AGREEMENT

THIS HOSPITALITY PURCHASE AGREEMENT (this "Agreement") is between PGA TOUR, Inc. ("TOUR"), and the party listed herein as Purchaser. In consideration of the respective rights and obligations hereunder and other valuable consideration, TOUR and Purchaser have fully reviewed and agreed to this Agreement, including the full Terms and Conditions of this Agreement, as attached hereto.

TOURNAMENT: THE PLAYERS Championship
LOCATION: TPC Sawgrass, Ponte Vedra Beach, Florida
DATES: March 7 - 12, 2023
INVENTORY: Purchaser will receive the inventory listed in Exhibit A
INVESTMENT: \$11,000
PAYMENT: Full balance due by January 15th 2023

Remit payment to: THE PLAYERS Championship
Attn: Ticket Operations
P.O. Box 206
Ponte Vedra Beach, FL 32004
(invoices will be provided)

TERM: March 7 – 12, 2023

PURCHASER:	PGA TOUR, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Execution: _____	Date of Execution: _____

Exhibit A

SOLD TO:	SHIP TO:	<input checked="" type="checkbox"/> Same as Sold To
Purchaser _____	Company _____	
Attn: _____	Attn: _____	
Address _____	Address _____	
Suite _____	Suite _____	
City _____	City _____	
State & Zip _____	State & Zip _____	
Phone _____	Phone _____	
Email _____	Email _____	
Acct No. _____		

Email for Fulfillment of Digital Tickets:

Inventory

The Deck

- Venue located between 16/18 Fairways
- Twelve (12) tickets per day, providing access to The Deck and Stadium Course access, Tuesday – Sunday
- Six (6) general parking passes per day, Tuesday – Sunday
- Upon entering a hospitality venue for the first time, a wrist band will be affixed to each guest. On subsequent visits to any hospitality venue listed above, both The Deck ticket and Wrist Band must be displayed to gain entry.
- Beer, wine, seltzer, soda, and bottled water are included each day inside The Deck, Tuesday – Sunday. Upgraded food and full bar available for purchase.

Terms & Conditions

1. **PAYMENT TERMS.** Unless otherwise specified in this Agreement, in consideration for the Inventory, Purchaser shall pay TOUR the Investment plus applicable taxes.
2. **TAXES.** TOUR will separately list in all invoices any taxes applicable to this Agreement. Purchaser acknowledges that tax legislation may be amended from time to time and alter the tax amount applicable to this Agreement. TOUR will be responsible to adjust as necessary the tax applicable to any unpaid balance on this Agreement, and Purchaser shall be responsible for payment of applicable tax amounts.
3. **GIFTS, AWARDS & INCENTIVES.** *Purchaser solely responsible for verifying permission to participate.* Some companies do not allow their employees to receive gifts, awards or incentives or to participate in rewards programs. If any gifts (e.g., Pro-Am), awards or incentives (e.g., travel reward points) are included in the Inventory, it is Purchaser’s sole responsibility to apply its own policies regarding participation. In certain jurisdictions, the provision of, or receipt of, gifts, awards and other incentives by individuals may trigger tax/social security and or other liabilities on the part of Purchaser and/or the relevant individual. By signing this Agreement, Purchaser understands and agrees to declare and promptly pay any such taxes, contributions or payments for which it is liable from time to time. Purchaser is solely responsible for all federal, state and local taxes (including income and withholding taxes) and shall pay, or cause to be paid, any such liabilities, it being agreed that TOUR is not liable for such amounts in any way whatsoever. Any gifts, awards or other incentives redeemed by Purchaser are one-off, non-continuous benefits and do not give rise to any right to additional remuneration (or any exception thereof) as part of any employment package.

4. INVENTORY. TOUR shall not be obligated to provide the Inventory until TOUR receives full and timely payment of the Investment from Purchaser. TOUR reserves the right to modify the Tournament Location and/or Dates in its sole discretion and/or to substitute any Inventory item with an item of equal or greater value. TOUR will notify Purchaser of any such modification via regular mail and/or email. Purchaser shall receive the Inventory at such rescheduled or relocated Tournament. No such modification shall entitle Purchaser to a refund of the Investment. Hotel accommodations, if any, are single room, double occupancy unless otherwise explicitly detailed in the Inventory. Charges for security/damage deposits, parking, baggage, gratuities, resort, service and other amenities, including food and beverage, are not included unless explicitly detailed in the Inventory and are responsibility of guest(s) on arrival. Some such charges may be mandatory. Photo identification and valid credit card must be presented at check-in. Check-in, check-out, package handling and minimum age requirements vary by property. Rooms still occupied after the designated check-out time may incur charges, which are the responsibility of the guest(s). TOUR does not guarantee the standard, class, or fitness for purpose of any accommodation or service. Purchaser responsible to provide advance notice of anticipated special needs for disabled guests. Neither Purchaser nor any guest will receive points or any other benefits in conjunction with any reward or loyalty program in association with hotel room nights included in Inventory. All transportation, if any, subject to zero tolerance policy with respect to disorderly or disruptive behavior by passengers. Any minor passengers must be accompanied by a responsible adult. Drivers follow designated routes that are not subject to change in response to passenger request. Golf, if any, included in Inventory subject to compliance with course rules and regulations and dates of availability/expiration. Charges for carts, caddies, equipment rental, food and beverages are not included unless explicitly detailed in the Inventory and are the responsibility of Purchaser or guest(s). Pace of play and clothing policies vary by property. Media included in Inventory, if any, subject to advertising guidelines and policies of platform where such media is placed.

5. FOOD & BEVERAGE. Purchaser acknowledges that the Investment may be exclusive of food and beverage products and services. If food and beverage is included, such inclusion is detailed in the Inventory. Food and beverage may be purchased throughout the golf course at an additional cost to Purchaser. Professional caterers selected by TOUR will be assigned by TOUR when applicable. If Purchaser is assigned a caterer by TOUR, the caterer shall provide Purchaser a variety of menu options in exchange for a minimum catering charge. Additional catering charges may apply for other food and beverage services mutually agreed upon by Purchaser and the applicable caterer. Hours of food and beverage service are to be mutually agreed upon by Purchaser and the caterer. All beverage service subject to applicable law.

6. WEATHER & CANCELLATION POLICY. Purchaser acknowledges and agrees that the Investment is nonrefundable, and Purchaser shall not be entitled to a refund of any portion of the Investment in the event the Tournament or any element of the Inventory is postponed, delayed, shortened or rescheduled due to weather, an act of God, state of war, public safety, union strike or any other condition beyond the reasonable control of TOUR. In the event the Tournament or any element of the Inventory is postponed, delayed or rescheduled due to any such reasons, Purchaser shall receive the Inventory upon commencement of the rescheduled Tournament or will be provided substitute Inventory of equal or greater value at no additional charge to Purchaser. If the Tournament or any element of the Inventory is cancelled in its entirety prior to commencement of competitive play or fulfillment of the applicable element and not rescheduled, TOUR shall refund to Purchaser the Investment less any costs irrevocably incurred (construction, décor, custom printing) and less the pro rata value for any portion of Inventory fulfilled or delivered prior to such cancellation.

7. NO LICENSE. Purchaser acknowledges and agrees that, unless specifically detailed in the Inventory, no right or license to the use of any Federation (if applicable), TOUR or Tournament trademarks, names or logos has been granted hereunder. Purchaser shall not use, in any manner, any Federation, TOUR or Tournament trademarks, names or logos without TOUR's prior written consent. Notwithstanding the foregoing, Purchaser may acquire products (goods, merchandise, or other items) bearing the trademarks, names, or logos of the Tournament sourced only from Official Licensees of TOUR. TOUR shall provide Purchaser contact information for Official Licensees of TOUR upon request.

8. **PRODUCTS.** Purchaser shall not distribute goods or merchandise at the Tournament without prior written consent of TOUR.
9. **ADMITTANCE.** TOUR reserves the right to refuse or revoke admittance to the Tournament for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or refuse or revoke use of any other privileges granted in this Agreement due to such conduct. In such event, Purchaser shall not be entitled to any return or refund of any of the Investment.
10. **YOUTH POLICY.** Unless otherwise posted on the Tournament website, children and youth fifteen years of age and younger admitted free with ticketed adult; provided, however, youth access is restricted to grounds only (no hospitality access).
11. **NO RESELLING.** No privileges contained in the Inventory, including, without limitation, badges, credentials and/or tickets, may be conveyed, assigned, sold or otherwise transferred to another person or entity for financial consideration without prior written consent of TOUR. In the event of any such conveyance, assignment, sale or other transfer, TOUR shall have the right to refuse or revoke use of any badge, credential, ticket or other privilege provided in the Inventory, and Purchaser shall not be entitled to a return or refund of any of the Investment.
12. **INDEMNIFICATION; LIMITATION OF LIABILITY.** Purchaser shall indemnify, defend and hold the Federation (if applicable), TOUR, their respective subsidiaries and affiliates and their respective officers, directors employees, contractors, volunteers, vendors and agents (“Indemnitees”) harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses) suffered or incurred by the Indemnitees as a result of any breach of any obligation hereunder by Purchaser or as a result of Purchaser’s use of the Inventory unless caused by the negligence or misconduct of the Indemnitees. In no event shall TOUR be liable to Purchaser for consequential, economic, incidental, indirect, punitive, special, or third-party damages incurred, or loss of profits, arising out of, in connection with, or related to this Agreement even if TOUR has been advised of the likelihood or possibility such damages may be incurred.
13. **TERMINATION.** This Agreement may be terminated by TOUR if the Tournament loses its title sponsor. Otherwise, this Agreement may not be terminated or canceled unless due to breach by Purchaser or TOUR, which breach is not cured within ten (10) days of notice by the non-breaching party. In the event of breach by Purchaser, TOUR shall retain all payments received hereunder as of the date of termination and shall have the right to pursue all available remedies at law or otherwise. In the event of termination due to loss of title sponsor or breach by TOUR, TOUR shall refund the Investment to Purchaser less any costs irrevocably incurred by TOUR in provision of the Inventory to Purchaser as of the date of such termination or breach (e.g., construction, décor, custom printing) and less the pro rata value for any portion of Inventory fulfilled or delivered prior to such termination.
14. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Purchaser may not assign its rights or obligations hereunder without prior written consent of TOUR. No amendment to this Agreement shall be effective unless in writing and executed by all parties, which execution may be in counterparts (including by facsimile and/or other electronic means), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts, including by electronic means, and each such counterpart shall be deemed an original. The individual signing this Agreement on behalf of Purchaser represents and warrants that he/she has requisite authority to bind Purchaser to its terms.