

**RECORD OF MINUTES  
DARE COUNTY TOURISM BOARD  
THURSDAY, MAY 20, 2021  
9:00 A.M.  
OUTER BANKS VISITORS BUREAU ADMINISTRATIVE OFFICES  
MANTEO, NC 27954**

**ATTENDING:**

**In-Person:** Jeff Pruitt, Chair; Tim Cafferty, Vice-Chair; Ervin Bateman, Treasurer; Monica Thibodeau, Assistant Treasurer; Bambos Charalambous, Leo Holland, Karen Loopman-Davis, Donna Peele, and Jay Wheless, Legal Counsel.

**Via GoToMeeting:** Jamie Chisholm and Ivy Ingram.

**EXCUSED ABSENCE:** Doug Brindley, Webb Fuller, Secretary; and Bobby Owens.

**STAFF (in person):**

Lee Nettles, Executive Director  
Diane Bognich, Director of Administration  
Amy Wood, Clerk to the Board/Administrative Specialist  
Stephanie Hall, Senior Content Coordinator  
Lorrie Love, Tourism Sales and Events Manager  
Aaron Tuell, Public Relations Manager

**OTHERS ATTENDING:**

**In Person:** Scott Garber, USA Pickleball Ambassador, Dare County (OBX) NC; Philip Ruckle, *The Coastland Times*.

The meeting was called to order at 9:00 a.m. The Board then recited the pledge of allegiance, followed by a moment of silence.

**APPROVAL OF AGENDA:** Mr. Cafferty moved to approve the agenda. Second by Mr. Holland. There was no discussion.

**Yes:** Ervin Bateman, Tim Cafferty, Bambos Charalambous, Jamie Chisholm, Leo Holland, Ivy Ingram, Karen Loopman-Davis, Donna Peele, Jeff Pruitt, and Monica Thibodeau.

**No:** None. The motion passed unanimously (10-0).

**APPROVAL OF MINUTES:** Mr. Bateman moved to approve the meeting minutes from April 15, 2021, meeting. Second by Mr. Holland. There was no discussion.

**Yes:** Ervin Bateman, Tim Cafferty, Bambos Charalambous, Jamie Chisholm, Leo Holland, Ivy Ingram, Karen Loopman-Davis, Donna Peele, Jeff Pruitt, and Monica Thibodeau.

**No:** None. The motion passed unanimously (10-0).

**PUBLIC COMMENTS:** Scott Garber made a presentation about pickleball and how other destinations include pickleball facilities (attachment A).

**PUBLIC HEARING ON PROPOSED FISCAL YEAR 2021-2022 BUDGET:** At 9:15 a.m., Mr. Bateman moved to open the Public Hearing for the proposed Fiscal Year 2021-20212 budget. Second by Mr. Charalambous.

**Yes:** Ervin Bateman, Tim Cafferty, Bambos Charalambous, Jamie Chisholm, Leo Holland, Ivy Ingram, Karen Loopman-Davis, Donna Peele, Jeff Pruitt, and Monica Thibodeau.

**No:** None. The motion passed unanimously (10-0).

The Chair called for any comments. None were made. The Clerk stated no written comments regarding the proposed budget were received. Mr. Batemen moved to close the public hearing. Second by Mr. Holland.

**Yes:** Ervin Bateman, Tim Cafferty, Bambos Charalambous, Jamie Chisholm, Leo Holland, Ivy Ingram, Karen Loopman-Davis, Donna Peele, Jeff Pruitt, and Monica Thibodeau.

**No:** None. The motion passed unanimously (10-0).

The hearing closed at 9:16 a.m.

**STEERING COMMITTEE:** Lee Nettles reviewed the contract with Coastal Engineering and Surveying, Inc. for remodeling the server room and marketing area of the bureau's administrative offices. The total cost is \$18,500.00.

Mr. Cafferty moved to approve the contract with Coastal Engineering and Surveying, Inc, in the amount of \$18,500.00. Second by Mr. Charalambous.

**Yes:** Ervin Bateman, Tim Cafferty, Bambos Charalambous, Jamie Chisholm, Leo Holland, Ivy Ingram, Karen Loopman-Davis, Donna Peele, Jeff Pruitt, and Monica Thibodeau.

**No:** None. The motion passed unanimously (10-0).

**BUDGET AND FINANCE REPORT:** Mr. Bateman reviewed the meals and occupancy receipts received. Receipts for fiscal year 2020-2021 are up 20.05% compared to 2019-2020 actual receipts. Diane Bognich reviewed the updated draft of the proposed budget for Fiscal Year 2021-22.

**OUTER BANKS VISITORS BUREAU UPDATES:** Lee Nettles updated the Board on:

- Boardwalk Engineering and Design expenditure received consent from the Dare County Commissioners and is moving forward.
- Manteo Town Common (phase 1) opening
- Collaboration with Outer Banks Forever and Surflife. The webcam at the Cape Hatteras Lighthouse is live.
- Advance Auto Parts travel promotion underway and accruing entries every day
- Virtual dive on the *USS Monitor*, in partnership with Oceana and NOAA.
- Marketing and visitation numbers
- Group Sales, Events, and Public Relations efforts

**OLD BUSINESS:** Jay Wheless reviewed the contract with the Town of Nags Head to purchase the Town's share of the Soundside event site. The MOU with the Town remains in place. The terms agreed upon are: \$600,000 in Fiscal Year 2020-2021, with following payments being made each year for a period of 10 years; a minimum payment of 100,000 per year, and the remaining amount paid out in the final year.

Mr. Charalambous moved to approve the contract as presented. Second by Mr. Holland.

**Yes:** Ervin Bateman, Tim Cafferty, Bambos Charalambous, Jamie Chisholm, Leo Holland, Ivy Ingram, Karen Loopman-Davis, Donna Peele, Jeff Pruitt, and Monica Thibodeau.

**No:** None. The motion passed unanimously (10-0).

Mr. Holland asked if there were any updates on the combined conditional use permit for the event site. Lee Nettles noted that there had been no word from Nags Head on this matter.

**NEW BUSINESS:** There was no new business before the Board.

**BOARD MEMBER COMMENTS:** Ms. Peele noted that the walkway in Hatteras was progressing. The Chair noted that the connector sidewalk in Kitty Hawk was nearly complete. Mr. Holland noted it was National EMS Week and encouraged Board members to watch the video Dare County created to highlight the services. Mr. Cafferty noted that, to this point in 2021, Outer Banks Blue experienced more occupancy than the summer (June, July, and August) of 2019. Ms. Thibodeau echoed the raise in occupancy. Mr. Bateman noted that the County Commissioners continue to work on the issue of affordable housing and that they would be meeting with the Institute of Government on this.

**SET DATE, TIME, AND PLACE OF NEXT MEETING:** The next meeting is scheduled for Thursday, June 17, 2021, at 9:00 a.m. in Curtis Creech Memorial Boardroom, Outer Banks Visitors Bureau Administrative Office, Manteo, NC (virtual and in-person options available).

The Chair asked if there was any further business before the Board. Hearing none, the meeting was adjourned at 10:01 a.m.

**ATTESTED:**

  
\_\_\_\_\_  
Clerk, Dare County Tourism Board

Dare County Tourism Board  
Public Comment  
May 20, 2021

Item 1. Introduction and History of Pickleball – What is Pickleball

- a. History Outline - USA Pickleball Association
- b. Growth of Pickleball – Fastest Growing Sport in America
- c. Places to Play – Website <https://www.places2play.org/>
- d. How do we grow this sport here in Dare County with the 4 Goals from Steering Committee

Item 2. Market and Destination and Grow Non-Peak Season Events

- a. Tournament hosting – Hotel and Restaurants
  - Richmond Virginia 618 Registered Players May 7 – 9 2021
  - 2021 US Open Naples Florida – 2038 Registered Players April 18 – April 24
  - Major Sponsor Dick's Sporting Goods and televised on CBS Sports Network Saturday's Main Event – Why do they have this tournament in the middle of April in Naples Florida?
  - Virginia Beach Open - Cash Prizes up to \$50,000.00 September 10<sup>th</sup> – 12<sup>th</sup>
  - Marketing – Pickleball Tournaments Website <https://www.pickleballtournaments.com/>
  - Data from other tournaments in NC and Georgia

Item 3. Plan for and Invest - Communications – Interaction with Dare County Communities

- Dare County Parks and Recreation - Youth versus Adults Ages 19 – 50 + Seniors
- Working Class in our community – Places to Play for our residents
- Leagues, Camps, Teaching Classes, After School Programs,
- Volunteers – Local and Mid-Atlantic Region ambassadors
- Vacationers – Real Estate about Property Owners - families returning to OBX
- Restaurants depends on high occupancy – Hotels and Rental Properties can support Non-peak season events -

Closing - Share an idea to the entire Northern Beach District –



**Scott Garber**

Ambassador

Dare County (OBX) NC

252.423.8512

OUTTERBANKS@GMAIL.COM

usapickleball.org



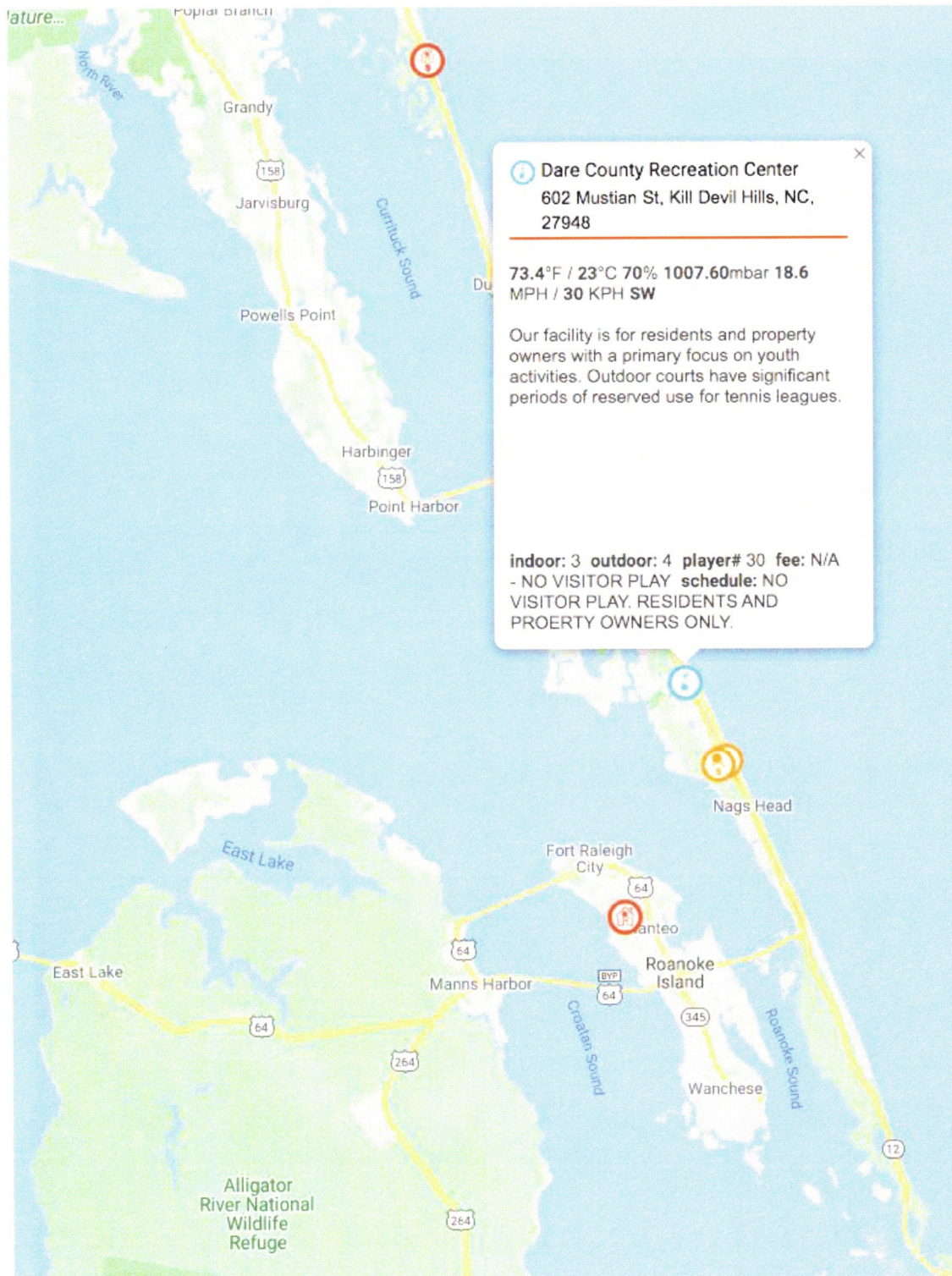
# Pickleball partnerships and tourism

One question commonly asked is  
“How do I get my Parks Department interested in  
Pickleball?”

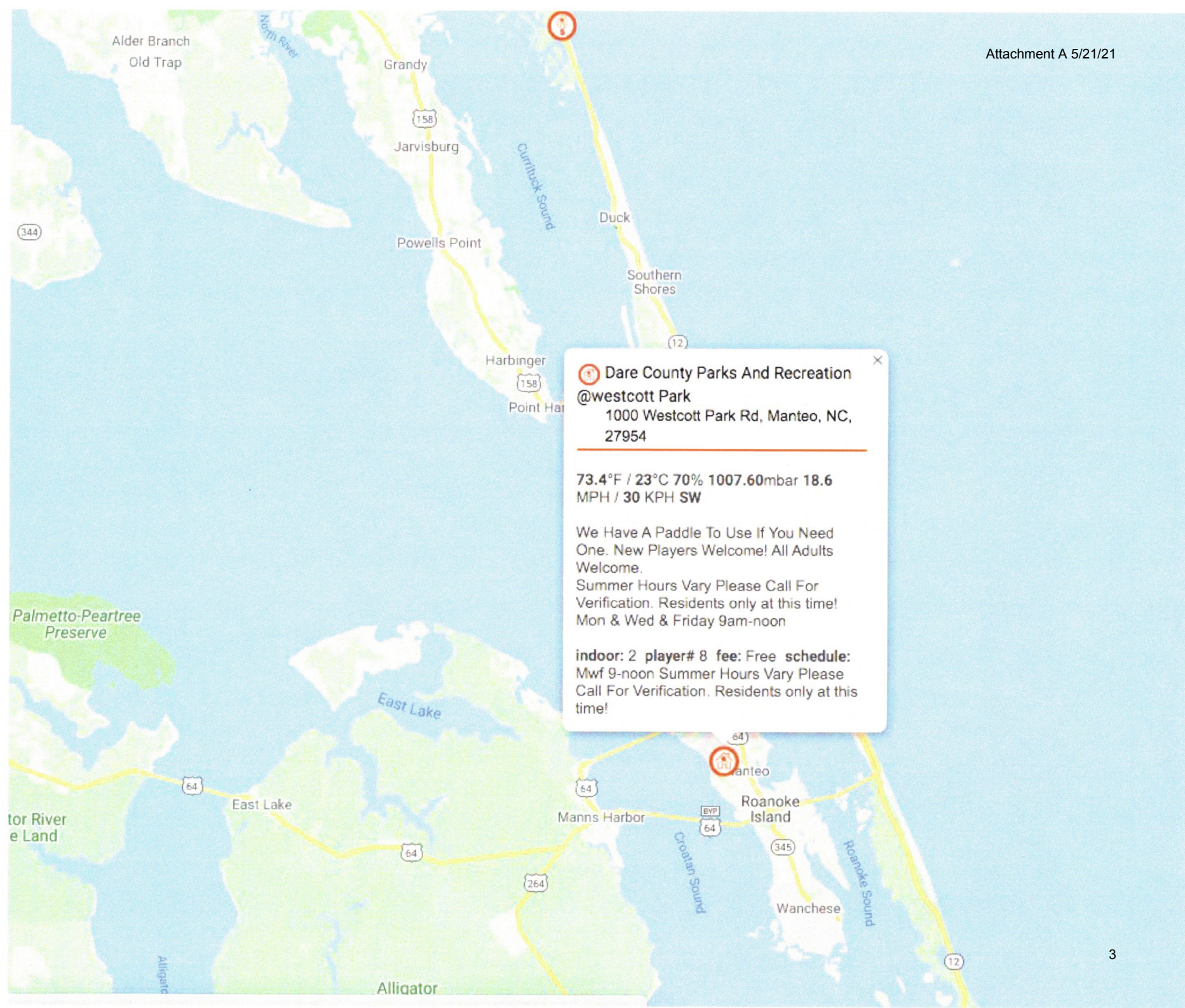
Answer


- Form a solid partnership with local government and tourism bureau.
- All communities strive for economic development. Bringing in hotel, motel and restaurant receipts will boost your community.
- Meet with local and town officials and demonstrate how pickleball can enhance tourism.









 **Dare County Parks And Recreation**  
**@westcott Park**  
1000 Westcott Park Rd, Manteo, NC,  
27954

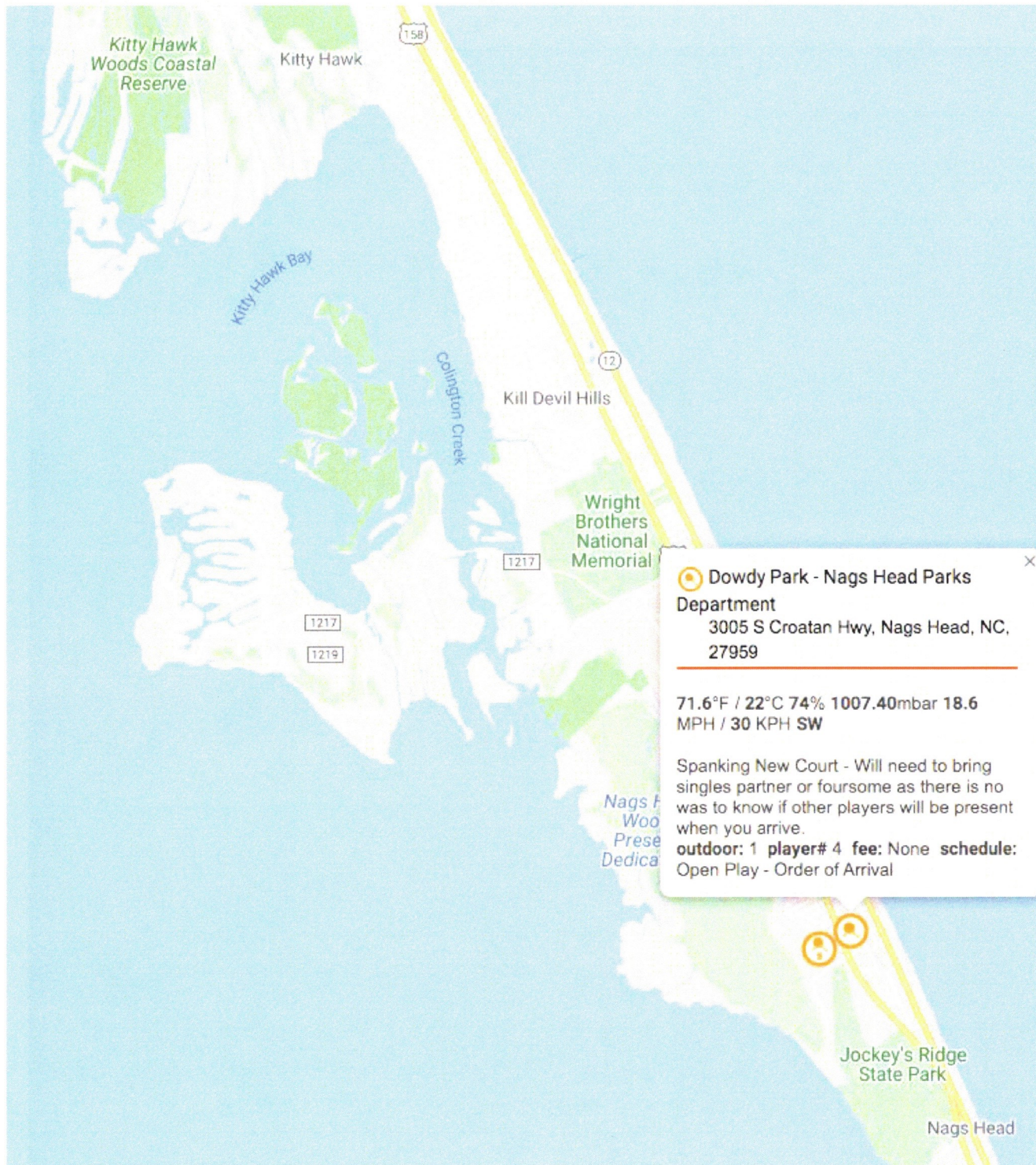
73.4°F / 23°C 70% 1007.60mbar 18.6  
MPH / 30 KPH SW

We Have A Paddle To Use If You Need  
One. New Players Welcome! All Adults  
Welcome.

Summer Hours Vary Please Call For  
Verification. Residents only at this time!  
Mon & Wed & Friday 9am-noon

**indoor:** 2 **player#** 8 **fee:** Free **schedule:**  
Mwf 9-noon Summer Hours Vary Please  
Call For Verification. Residents only at this  
time!









**SIGN UP NOW!**

Attachment A 5/21/21

POUNCEY TRACT PARK  
4747 POUNCEY TRACT ROAD  
GLEN ALLEN, VIRGINIA 23059

THE SPRINGS REC CENTER  
302 LEE AVENUE  
HENRICO, VIRGINIA 23075

## VIRGINIA PICKLEBALL CLASSIC

### 20 OUTDOOR COURTS

Friday the 7th is Singles, Over 70, & \*Novice

Singles levels 3, 3.5, 4, 4.5, 5.0+ in age groups 12-39, 40+, 50+, 60+

\*Novice = First tournament and consider yourself below 3.0

Saturday the 8th is Mens and Ladies Doubles

Levels 3, 3.5, 4, 4.5, 5.0+ in age groups 12-39, 40+, 50+, 60+

Sunday the 9th is Mixed Doubles

Levels 3, 3.5, 4, 4.5, 5.0+ in age groups 12-39, 40+, 50+, 60+

*Tournament will be limited in numbers per division.*

*Registration is not complete until paid.*

Pouncey Tract Park 12 Courts The Springs Rec Center 8 Courts



## MAY 7TH-9TH

*Friday*

*Singles, Seniors,*

*Youth, and*

*Novice*

*This tournament will reach capacity quickly. Please sign up and complete registration SOON.*

**FIRST TIME TOURNAMENT  
PLAYERS "NOVICE DIVISION"  
ENCOURAGED.  
CONTACT US WITH ANY  
QUESTIONS.**

## REGISTER AT [WWW.PICKLEBALLTOURNAMENTS.COM](http://WWW.PICKLEBALLTOURNAMENTS.COM)

**FOR INFORMATION OR QUESTIONS:**

**CONTACT: JIM 561-685-8086**

**OR**

**JACK 804-399-2552**

[www.vapickleball.com](http://www.vapickleball.com)

## Volunteers Needed

[volunteerforclassic@gmail.com](mailto:volunteerforclassic@gmail.com)

**EMAIL: [JIM@VAPICKLEBALL.COM](mailto:JIM@VAPICKLEBALL.COM) OR [JACK@VAPICKLEBALL.COM](mailto:JACK@VAPICKLEBALL.COM)**









# Virginia Pickleball Classic 2021

Fri 05/07/21 thru Sun 05/09/21

Attachment A 5/21/21  
**Registration Closed**

**609**

Registered Players

[Results](#)[Welcome](#)[Information](#)[Player List](#)[Schedule](#)[Competition Events](#)[Event Player List](#)[Food](#)[Lodging](#)[Cancellation Policy](#)[Directions](#)[Format](#)[Contact](#)[Find Player](#)

## Competition Events

(All events: \$15.00 each)

**Womens Doubles 70+ (3.0 or greater skill levels only) (5.0 or lower skill levels only):** Fri 05/07/21

**Mens Singles Skill/Age Groups (3.0 or greater skill levels only) (5.0 or lower skill levels only):** Fri 05/07/21

(Skill levels and age groups within skill levels. Age Groups: 19+,35+,50+,60+,70+)

**Mens Doubles 70+ (3.0 or greater skill levels only) (5.0 or lower skill levels only):** Fri 05/07/21

**Womens Singles Skill/Age Groups (3.0 or greater skill levels only) (5.0 or lower skill levels only):** Fri 05/07/21

(Skill levels and age groups within skill levels. Age Groups: 19+,35+,50+,60+,70+)

**Womens Doubles Skill/Age Groups (3.0 or greater skill levels only) (5.0 or lower skill levels only):** Sat 05/08/21

(Skill levels and age groups within skill levels. Age Groups: 19+,35+,50+,60+)

**Mens Doubles Skill/Age Groups (3.0 or greater skill levels only) (5.0 or lower skill levels only):** Sat 05/08/21 8:00am

(Skill levels and age groups within skill levels. Age Groups: 19+,35+,50+,60+)

**Mixed Doubles Skill/Age Groups (3.0 or greater skill levels only) (5.0 or lower skill levels only):** Sun 05/09/21

(Skill levels and age groups within skill levels. Age Groups: 19+,35+,50+,60+,70+)

## Tournament Sponsors





LYNNHAVEN PARK  
1246 BAYNE DRIVE  
VIRGINIA BEACH, VA 23454

Attachment 5/21/21  
**40 OUTDOOR COURTS**

# VIRGINIA BEACH OPEN

**Prize  
Pool**

**\$10,000+**

*Up to \$50,000 based  
upon "Open" Registration*



## "Open" Divisions

"12-49" or Seniors "50+"  
Mens or Ladies  
Singles, Doubles, and Mixed

**SEPTEMBER  
10TH-12TH**

## Traditional Tournament

Skill Levels for each division 3, 3.5, 4, 4.5, 5.0+  
Age groups are 12-39, 40+, 50+, 60+, Seniors 70+  
\*Novice open to all ages, and Youth 8-12 & 13-16

FIRST TIME TOURNAMENT  
PLAYERS "NOVICE DIVISION"  
ENCOURAGED. CONTACT US WITH  
ANY QUESTIONS.

Friday the 10th is Singles, 70+ Doubles, \*Novice Doubles, and Youth

Saturday the 11th is Mens and Ladies Doubles

Sunday the 12th is Mixed Doubles

**REGISTER AT [WWW.VABEACHOPEN.COM](http://WWW.VABEACHOPEN.COM)**

**FOR INFORMATION OR QUESTIONS:**

**CONTACT:  
JIM 561-685-8086  
OR  
JACK 804-399-2552**

**[www.vapickleball.com](http://www.vapickleball.com)**

**Volunteers Needed**

[volunteerforclassic@gmail.com](mailto:volunteerforclassic@gmail.com)



# Carolina Courts Holiday Tournament

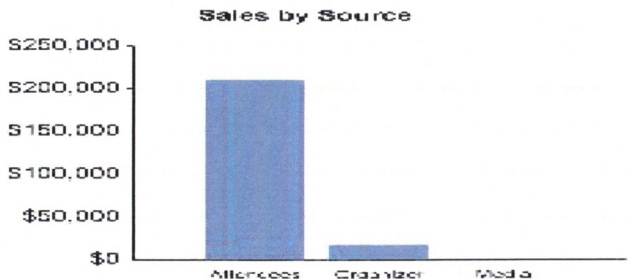
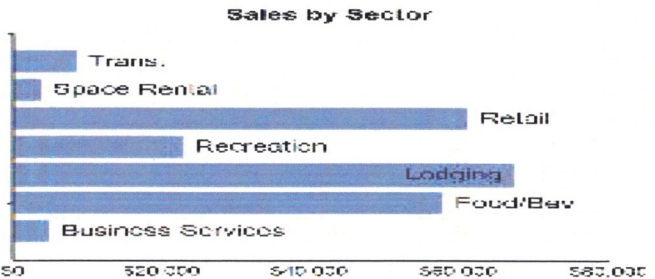


Several volunteers from Bailey's Glen Pickleball joined forces with representatives from the United States Pickleball Association Ambassadors and hosted a pickleball tournament at Carolina Courts at Concord NC on November 22, 2014. The organizers expected around 40 participants. To their surprise, over 120+ attended the event. States represented included Florida, Georgia, Tennessee, Virginia, and South Carolina. Gate receipts exceeded \$4,000.00 for the day. Adding hotel/motel and it is estimated the total economic impact exceeded \$10,000.00. (This figure is based upon 75% of attendees being visitors spending \$122.00 per day.  $(90 \times \$122.00 = \$10,900 \text{ per day})$ )



**Event Impact Summary**

Destination: HUNTSVILLE/MADISON COUNTY CVB

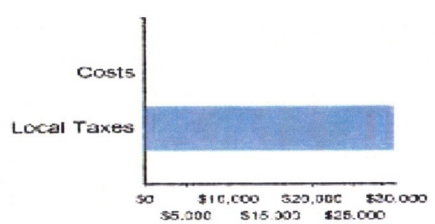
Event Parameters		Key Results		
Event Name:	Pickleball Regional Competition	Business Sales (Direct):	\$226,222	
Organization:	Huntsville Pickleball Club	Business Sales (Total):	\$325,333	
Event Type:	Adult Amateur	Jobs Supported (Direct):	135	
Start Date:	6/9/2017	Jobs Supported (Total):	149	
End Date:	6/11/2017	Local Taxes (Total):	\$29,780	
Overnight Attendees:	562	Net Direct Tax ROI:	\$26,912	
Day Attendees:	188	Estimated Room Demand:	682	
Direct Business Sales				
				
Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	\$67,532	\$0	\$0	\$67,532
Transportation	\$7,918	\$493	\$28	\$8,439
Food & Beverage	\$50,115	\$7,689	\$0	\$57,804
Retail	\$61,297	\$0	\$0	\$61,297
Recreation	\$22,827	\$0	\$0	\$22,827
Space Rental	\$0	\$3,542	\$0	\$3,542
Business Services	\$0	\$4,784	\$16	\$4,780
TOTAL	\$209,690	\$16,489	\$44	\$226,222



**Event Impact Details****Destination: HUNTSVILLE/MADISON COUNTY CVB**

Event Name: Pickleball Regional Competition 2017

Organization: Huntsville Pickleball Club

<b>Economic Impact Details</b>			
	Direct	Indirect/Induced	Total
<b>Business Sales</b>	\$226,222	\$98,111	\$325,333
<b>Personal Income</b>	\$63,000	\$26,736	\$90,536
<b>Jobs Supported</b>			
Persons	135	14	149
Annual FTEs	3	0	3
<b>Taxes and Assessments</b>			
Federal Total	\$19,106	\$8,231	\$27,338
State Total	\$13,513	\$2,190	\$15,703
sales	\$8,058	\$391	\$9,050
income	\$409	\$172	\$581
bed	\$2,701	-	\$2,701
other	\$2,344	\$1,027	\$3,371
<b>Local Total (excl. property)</b>	<b>\$28,912</b>	<b>\$2,888</b>	<b>\$29,780</b>
sales	\$16,117	\$1,982	\$18,099
income	\$18	\$8	\$26
bed	\$6,078	-	\$6,078
per room charge	\$882	-	\$882
tourism district	\$0	-	\$0
restaurant	\$3,007	\$438	\$3,443
other	\$1,010	\$442	\$1,452
<b>Event Return on Investment (ROI)</b>			
<b>Direct local tax ROI (net property taxes)</b>			
Direct Tax Receipts	\$26,912		
DMD Hosting Costs	\$0		
Direct ROI	\$26,912		
Net Present Value	\$26,912		
Direct ROI (%)	-		
<b>Total local tax ROI (net property taxes)</b>			
Total Local Tax Receipts	\$29,780		
Total ROI	\$29,780		
Net Present Value	\$29,780		
Total ROI (%)	-		
			
<b>Estimated Room Demand Metrics</b>			
Room Nights (total)	652		
Room Pickup (block only)	125		
Pack Rooms	251		
Total Visitor Days	1,484		

12/19/2017

**Economic Impact**  
**2017 Pickleball Tournaments**  
**Spalding County Pickleball Complex**  
**Wyomia Tyus Olympic Park**

<u>Tournament</u>	<u>2017 Dates</u>	<u>Participation</u>	<u>Direct</u>	<u>Indirect/Induced</u>	<u>Total</u>	<u>Total Tax Income</u>	<u>Local Taxes</u>
Georgia State Games	June 23-25	230	\$89,200	\$53,100	\$142,300	\$20,100	\$6,800
Doc Holliday Shootout	August 12-13	167	\$36,000	\$21,500	\$57,500	\$8,000	\$2,700
USAPA Atlantic South Regional	October 19-22	352	\$73,000	\$43,200	\$116,200	\$17,600	\$6,000
SSIPPA Super Senior World Championships	October 23-25	183	\$46,600	\$27,400	\$74,000	\$11,700	\$4,000
Totals		932	\$244,800	\$145,200	\$390,000	\$57,400	\$19,500
Averages		233	61,200	36,300	97,500	14,350	4,875



# Certificate of Completion

Scott Garber

Has completed course requirements for

**IFP Certified Pickleball Instructor**



The IFP Instructor Certification ID #6103 is valid through April 2022

Pat Murphy, IFP President

Robert Elliott, IFP Global Director of Training

# *Pickleball Court Complex Example*







**Economic Impact of Pictona**  
Based on National Recreation and Park Association Model

<b>Membership</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
Members	1000	1200	1500	1700	1800	7200
Paid Day Fee	3000	3600	4000	4200	4500	19300
Unpaid Visitors	1000	1200	1500	1700	2000	7400
Total Persons Attending	5000	6000	7000	7600	8300	33900
Member income	\$300,000	\$360,000	\$450,000	\$510,000	\$540,000	\$2,160,000
Day Fee income	\$30,000	\$36,000	\$40,000	\$42,000	\$45,000	\$193,000
Unpaid visitors (companions)	\$10,000	\$12,000	\$15,000	\$17,000	\$20,000	\$74,000
Total visitor expenditure	\$340,000	\$408,000	\$505,000	\$569,000	\$605,000	\$2,427,000
<b>Education/Training</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
Adult players in instructional programs	300	500	700	800	1000	3300
Junior Players in Youth Program	200	300	400	600	800	2300
Small specialty tournaments (11 per year)	2000	2200	2400	2600	2800	12000
Large national tournament (1 per year)	800	1000	1200	1400	1500	5900
Entertainment (1 per month)	6000	6600	7200	8000	8400	36200
Special Events (6 per year)	3000	3600	4000	4400	4800	19800
Total Persons Attending	12,300	14,200	15,900	17,800	19,300	5,600
Adult players in instructional programs	\$150,000	\$250,000	\$350,000	\$400,000	\$500,000	\$1,650,000
Junior Players in Youth Program	\$40,000	\$60,000	\$80,000	\$120,000	\$160,000	\$460,000
Small specialty tournaments (11 per year)	\$600,000	\$660,000	\$720,000	\$780,000	\$840,000	\$3,600,000
Large national tournament (1 per year)	\$640,000	\$800,000	\$960,000	\$1,120,000	\$1,200,000	\$4,720,000
Entertainment (1 per month)	\$600,000	\$660,000	\$720,000	\$800,000	\$840,000	\$3,620,000
Special Events (6 per year)	\$150,000	\$180,000	\$200,000	\$220,000	\$240,000	\$990,000
Total education/training expenditure	\$2,180,000	\$2,610,000	\$3,030,000	\$3,440,000	\$3,780,000	\$15,040,000
Total Expenditure	\$2,520,000	\$3,018,000	\$3,535,000	\$4,009,000	\$4,385,000	\$17,467,000
Ripple Multiplier (5)	\$3,270,000	\$3,915,000	\$4,545,000	\$5,160,000	\$5,670,000	\$22,560,000
<b>Total Economic Impact</b>	<b>\$5,790,000</b>	<b>\$6,933,000</b>	<b>\$8,080,000</b>	<b>\$9,169,000</b>	<b>\$10,055,000</b>	<b>\$40,027,000</b>
(3) % visitors increase with more activities	25%	25%	25%	25%	30%	
(4) \$150/person/day for 3 nights (\$75 lodging; \$45 food/beverage; \$30 retail)						
(5) Ripple effect of visitor money on the economy of the community				Conserve estimate	1.5	























## PICKLEBALL MANAGEMENT AGREEMENT

WHEREAS, Martens Charities, Inc., is developing a pickleball recreational facility (Project) on a portion of Hollyland Park as depicted on Exhibit A, which is owned by the City of Holly Hill (City).

WHEREAS, it is the intent that after construction is completed, Pickleball Daytona at Holly Hill (Operator) will be responsible for the operations and management of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the City and the Operator hereby agree to the following:

- 1) The City hereby retains the Operator for the management and operations of the Project.
- 2) The Operator agrees to manage, operate, and maintain the Project in a first-class manner, in accordance with this Agreement and in strict compliance with all applicable local, state, and federal laws, regulations and requirements. The Operator shall be responsible for the management and operational expenses for the Project, except for those items identified as the City's responsibility. The Operator's responsibilities include, but are not limited to, hiring and management of employees; all labor costs including benefits; all facility maintenance, repair and replacement of all improvements within the fenced in area; inventory costs; insurance costs; advertising and marketing costs, any property taxes and assessments (except assessments for utilities which are the responsibility of the City); etc. The City shall only be responsible to pay for the water, sewer, storm water and electric costs for the operations of the Project and the maintenance, repair and replacement of improvements located in all areas outside the fenced in area. However, if restaurant is subleased to a for profit operator (which must be approved by the City), the City will no longer be responsible for the utilities for the restaurant.
- 3) City will not authorize another pickleball facility or the construction of a pickleball courts on City owned land.
- 4) The Operator may sell memberships to join the Project. Operator shall have the discretion to establish different levels of memberships. One membership option shall be a day membership. The Operator shall offer residents of the City a ~~25-50%~~ 37.5% discount on any membership, minimum, the first two years and then adjustments can be made from there accordingly with 25% - 50% on any membership.
- 5) The Operator shall be a not-for-profit corporation and the Project shall be operated on a not for profit basis. All net profits or net surplus, as hereinafter defined, from the operations of the Project shall be invested into the maintenance, repair, replacement and expansion of the Project, the promotion of the Project and the sport of pickleball in the City and surrounding communities and other civic, charitable causes in the community. The Operator shall annually submit a budget for review by the City which provides projected revenue and expenses by category.





d. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Operator and City prior to commencement of the term of the Agreement. Thereafter, the Operator shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

10) Operator agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Operator or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Operator, Operator's agents or servants, or anyone employed by Operator while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

11) The term of this Agreement shall be for an initial term of fifty (50) years. This Agreement shall automatically renew on the same terms and conditions for successive terms of twenty-five (25) years unless either party provides written notice to the other party of intent not to renew at least one (1) year but not more than two (2) years before the expiration of date of the then current term. Operator shall have the right to terminate without cause upon providing the City with six (6) months advance written notice. The City cannot terminate without cause. Either party can terminate for cause upon a breach of a material provision of this Agreement by providing the other party written notice of the breach(es) and at least sixty (60) days to correct the breach(es). If the breach(es) are not corrected to the satisfaction of the non-breaching party, the non-breaching party can terminate this Agreement by written notice of termination with no advance notice required. Upon termination the Operator shall cease all operations and vacate the Property. All capital improvements and fixtures of the Project, including but not limited to, all restaurant and bar equipment, tables, chairs, pickleball equipment, outdoor lighting, netting, shall remain on the Property and shall become the property of the City.

12) This Agreement is not intended to be a lease or license for the Property. This is intended to retain the Operator and authorize the Operator to manage the operation of the Project.

13) The Operator shall not have the right to assign, sell or transfer this Agreement or any rights or obligations contained herein to any 3<sup>rd</sup> party without the express written consent of the City, which may be withheld or refused at the sole discretion of the City. Upon approval by the City, the City must be provided with the fully executed agreement with said 3<sup>rd</sup> party and any amendments to said agreement.

14) The City shall be responsible for the management and operation of that portion of the Project designated as the Senior Activity Center. As the Senior Activity Center is part of the main building of the Project, Operator shall remain responsible for the building maintenance, repair and replacement including that portion where the Senior Activity Center is located. The City shall be responsible for organizing and promoting the activities in the Senior Activity Center, including

Witness: [Signature]Printed Name: 1-9-2019

## Pickleball Daytona at Holly Hill

By: Miriam CookTitle: PRESIDENTDate: 1/9/19STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 9<sup>th</sup> day of January, 2019 by Miriam E. Cook of Pickleball Daytona at Holly Hill, who is personally known to me or produced drivers license as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Valerie ManningType or Print Name: Valerie ManningCommission No.: FF 898510My Commission Expires: October 30, 2019