



Agenda

Tuesday, May 21, 2024

9:30 a.m.

Jekyll Island Convention Center
JIA Committees and Board Meeting

Public Comment

Written public comments can be submitted online till 12:00 noon on Monday, May 20th at the JIA Board of Directors [website](#). The name of the person and the topic of the comment will be read into the record. The full public comment will become part of the permanent record.

Meeting documents and public comments are available at:

<https://www.jekyllisland.com/jekyll-island-authority/board-directors/>

Chairman, Dale Atkins – Call to Order

I. Historic Preservation/Conservation Committee

Bob Krueger, Chair

No Report

II. Finance Committee

Bill Gross, Chair

- A. April Financials – Bill Gross, Chair

III. Human Resources Committee

Buster Evans, Chair

No Report

IV. Marketing Committee

Joy Burch-Meeks, Chair

- A. Report from Marketing Department – Alexa Hawkins, Director of Marketing & Communications

V. Legislative Committee

Glen Willard, Chair

No report

VI. Committee of the Whole

Dale Atkins, Chair

- A. Tennis Contract – Brad Ballard, Senior Director of Amenities
- B. Pier Road RFP Presentation – Zach Harris, General Counsel
- C. Staff Recommendation for Award of RFP 380 - New Great Dunes Construction Services – Noel Jensen, Deputy Executive Director
- D. JIFD Equipment Transfer – Noel Jensen, Deputy Executive Director
- E. Dispatching Services Contract Renewal – Noel Jensen, Deputy Executive Director
- F. Operations Update – Noel Jensen, Deputy Executive Director
- G. Introduction of Bob Lacasse, General Manager of the Jekyll Island Club Resort – Mark Williams, Executive Director
- H. M.H. “Woody” Woodside Resolution – Mark Williams, Executive Director
- I. Executive Director’s Report – Mark Williams, Executive Director
- J. Chairman’s Comments – Dale Atkins, Chair

I f N e e d e d - 5 M i n u t e B r e a k

Board Meeting Agenda

Chairman, Dale Atkins – Call to Order

Action Items

- 1. Minutes of the April 23, 2024, Board Meeting
- 2. Tennis Contract – Brad Ballard, Senior Director of Amenities
- 3. Staff Recommendation for Award of RFP 380 - New Great Dunes Construction Services
- 4. JIFD Equipment Transfer – Noel Jensen, Deputy Executive Director
- 5. Dispatching Services Contract Renewal – Noel Jensen, Deputy Executive Director
- 6. M.H. “Woody” Woodside Resolution – Dale Atkins, Chair

Adjournment

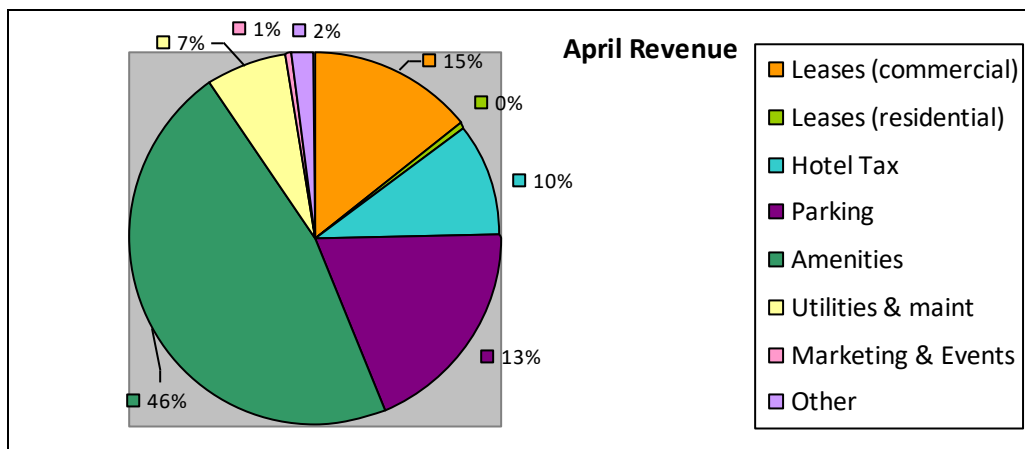
Note: The proposed Fiscal Year 2025 Budget will be presented at the June 4, 2024, Finance Committee Meeting.

MEMORANDUM

TO: FINANCE COMMITTEE
FROM: MARJORIE JOHNSON
SUBJECT: APRIL FINANCIAL STATEMENTS
DATE: 5/15/2024

Revenues

Revenues for April were \$3,323,410 which reflects a favorable \$18K (1%) variance from the budget. Year-to-date revenues reflect a favorable \$3M (9%) variance from budget and a favorable \$3.1M (9%) variance from the prior year-to-date revenues.



The largest variances for the month were:

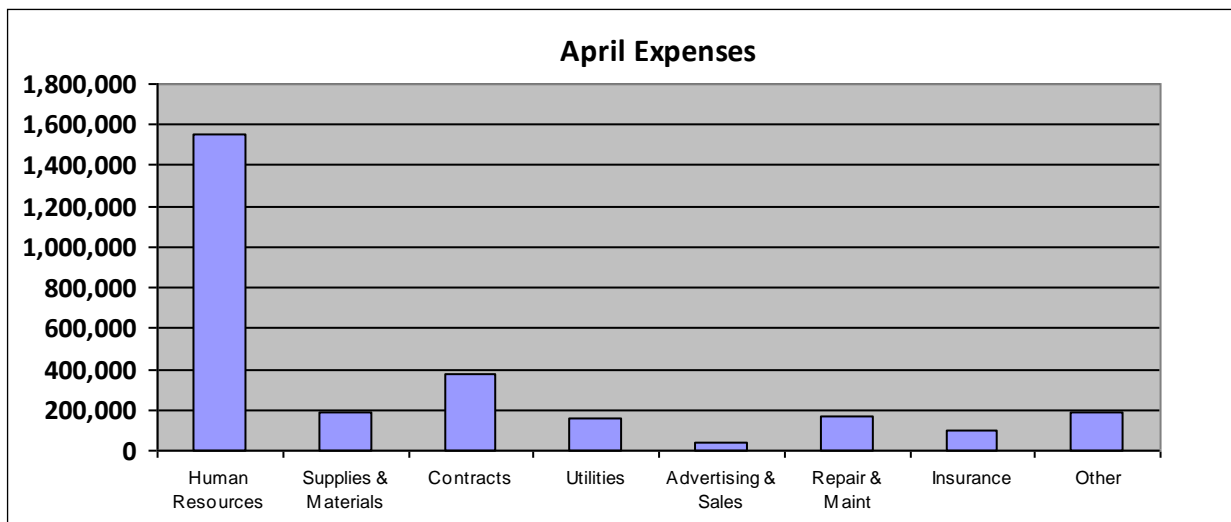
- Interest Income (+\$70K) – Current interest rates are higher than they were when the budget was prepared.
- Convention Center (-\$152K) – Variance is due to the GA Procurement Conference which was planned for April but cancelled due to deadlines for their new software project. The staff was able to pick up a few small groups, but it was not enough to make up the difference.
- Museum (+\$148K) – Business has been very good this month for group tours at the Mosaic. In addition, we received funding from the Friends of Historic Jekyll Island for the Tiffany window restoration and for the Baker-Crane foundation work that was performed (\$88K).

Expenses

Expenses were \$2,775,306 for April and reflected a favorable budget variance of \$113K (4%) for the month. Expenses reflected a favorable \$930K variance from Year-to-date budget and reflected an unfavorable \$2.5M (9%) variance from Prior Year-to-Date expenses.

The largest budget variances for the month were:

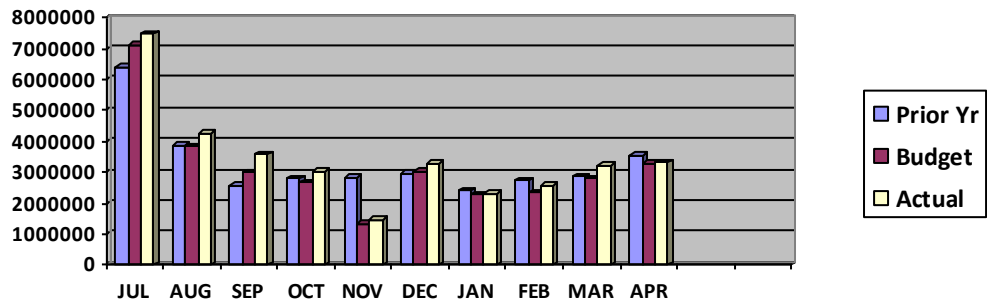
- Human Resources (-\$122K) – Vacant full time and part time positions, along with the benefits for those positions resulted in expenses being less than budget for the month.
- Advertising & Sales (-\$21K) – this appears to be a timing issue that will be resolved by the end of the fiscal year.



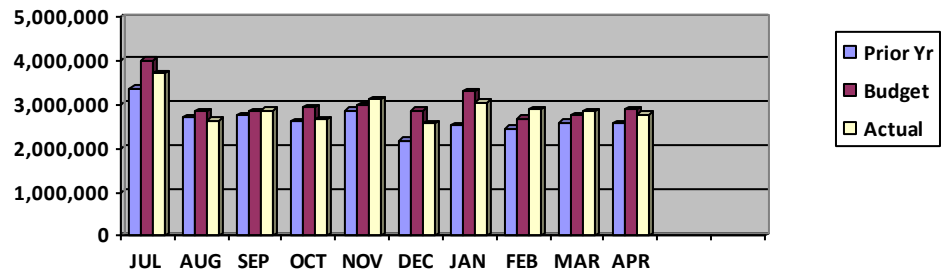
Net Operating Cash

The Net Operating Cash Income for the month is \$548,104, which is a \$132K favorable variance from the budgeted net operating cash income of \$416,547K. Net Operating Cash Income reflects a favorable \$4M variance from year-to-date budget and a favorable \$578K variance from prior year-to-date income.

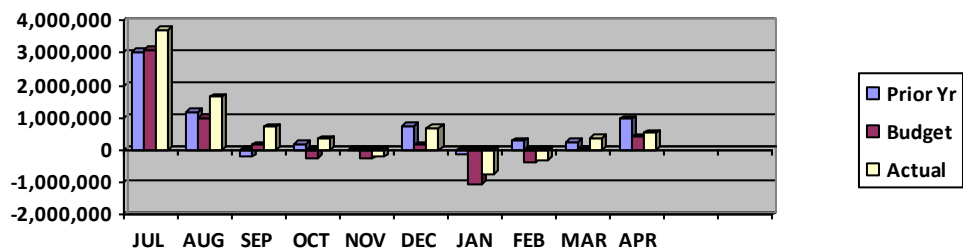
Total Revenues



Total Expenses



Net Operating Cash



Jekyll Island Authority
CONSOLIDATED BUDGET COMPARISON
For the Ten Months Ending April 30, 2024

	MONTH ACTUAL	MONTH BUDGET	BUDGET VARIANCE		YTD ACTUAL	YTD BUDGET	BUDGET VARIANCE		PRIOR YEAR ACTUAL		VARIANCE
			(000's)	%			(000's)	%		(000's)	%
Revenues											
Administration											
Business Leases	483,585	462,955	21	4%	5,487,643	5,026,247	461	9%	5,194,056	294	6%
Hotel Tax	225,877	218,400	7	3%	2,060,085	1,998,570	62	3%	2,067,782	(8)	0%
Tourism Development Fund	96,805	93,600	3	3%	880,233	856,530	24	3%	875,149	5	1%
Parking	639,588	671,155	(32)	-5%	5,651,575	5,717,031	(65)	-1%	4,644,506	1,007	22%
Interest	83,600	14,000	70	497%	958,412	159,000	799	503%	241,857	717	296%
Lot Rentals	13,327	10,216	3	30%	860,602	766,952	94	12%	815,480	45	6%
Foundation	(37,482)	619	(38)	-6154%	6,057	7,730	(2)	-22%	7,547	(1)	-20%
Airport	-	2,280	(2)	-100%	21,189	21,816	(1)	-3%	15,728	5	35%
Administration revenue	8,987	12,618	(4)	-29%	308,236	253,373	55	22%	174,996	133	76%
Beach Village	-	941	(1)	-100%	2,316	8,786	(6)	-74%	-	2	0%
Intern Housing	3,100	6,000	(3)	-48%	40,390	65,800	(25)	-39%	29,895	10	35%
Total Administration	1,517,386	1,492,784	25	2%	16,276,738	14,881,836	1,395	9%	14,066,996	2,210	16%
Enterprises											
Golf	298,926	252,602	46	18%	2,299,485	1,918,577	381	20%	2,413,351	(114)	-5%
Convention Center	257,411	409,718	(152)	-37%	4,358,039	3,543,614	814	23%	4,329,684	28	1%
Summer Waves	26,676	41,900	(15)	-36%	2,211,484	2,063,801	148	7%	2,077,267	134	6%
Campground	265,213	302,517	(37)	-12%	2,255,724	2,289,574	(34)	-1%	2,153,507	102	5%
Life is Good	48,772	30,390	18	60%	236,609	239,673	(3)	-1%	245,091	(8)	-3%
Museum	275,982	128,433	148	115%	1,269,773	1,026,899	243	24%	1,009,603	260	26%
Georgia Sea Turtle Center	295,529	294,012	2	1%	2,058,469	2,043,220	15	1%	1,965,064	93	5%
Conservation	3,870	4,320	(0)	-10%	22,851	22,818	0	0%	2,342	21	876%
Miniature Golf & Bikes	48,306	57,824	(10)	-16%	336,910	387,612	(51)	-13%	362,206	(25)	-7%
Water/Wastewater	132,690	133,702	(1)	-1%	1,497,502	1,445,470	52	4%	1,451,534	46	3%
Sanitation	49,380	46,905	2	5%	491,414	467,625	24	5%	463,192	28	6%
Fire Department	3,464	3,460	0	0%	1,786,881	1,776,074	11	1%	1,459,297	328	22%
Tennis	16,438	14,768	2	11%	141,010	137,159	4	3%	122,579	18	15%
Marketing, Special Events & Sales	21,226	35,328	(14)	-40%	316,094	331,186	(15)	-5%	354,249	(38)	-11%
Guest Information Center	15,936	18,310	(2)	-13%	206,628	237,531	(31)	-13%	269,501	(63)	-23%
Camp Jekyll & Soccer Fields	25,369	23,067	2	10%	216,219	196,939	19	10%	166,862	49	30%
Landscaping, Roads & Trails	20,837	15,000	6	39%	55,453	33,500	22	66%	59,570	(4)	-7%
Vehicle & Equipment Maintenance	-	250	(0)	-100%	1,194	1,250	(0)	-4%	3,815	(3)	-69%
Facility Maintenance	-	-	-	0%	6,090	-	6	0%	9,609	(4)	-37%
Golf Course Maintenance	-	-	-	0%	909	-	1	0%	-	1	0%
Total Enterprises	1,806,025	1,812,506	(6)	0%	19,768,739	18,162,522	1,606	9%	18,918,324	850	4%
Total Revenues	3,323,410	3,305,290	18	1%	36,045,477	33,044,358	3,001	9%	32,985,320	3,060	9%

	MONTH ACTUAL	MONTH BUDGET	BUDGET VARIANCE		YTD ACTUAL	YTD BUDGET	BUDGET VARIANCE		YEAR ACTUAL	VARIANCE	
			(000's)	%			(000's)	%		(000's)	%
Expenses											
Human Resources	1,556,739	1,678,974	(122)	-7%	15,731,489	16,766,222	(1,035)	-6%	14,081,775	1,650	12%
Supplies & Materials	192,163	197,076	(5)	-2%	1,686,551	1,765,850	(79)	-4%	1,715,589	(29)	-2%
Advertising & Sales	37,807	58,326	(21)	-35%	990,892	1,001,625	(11)	-1%	1,036,984	(46)	-4%
Repairs - Facilities & Grounds	139,337	122,598	17	14%	1,868,539	1,795,597	73	4%	1,472,269	396	27%
Utilities	145,746	142,673	3	2%	1,774,940	1,659,489	115	7%	1,580,262	195	12%
Insurance	102,821	107,794	(5)	-5%	1,373,912	1,394,359	(20)	-1%	1,017,084	357	35%
Contracts	374,379	381,731	(7)	-2%	3,324,442	3,302,824	22	1%	3,389,999	(66)	-2%
Rentals	66,953	70,625	(4)	-5%	753,058	728,633	24	3%	714,930	38	5%
Printing	11,899	4,148	8	187%	89,356	108,939	(20)	-18%	136,615	(47)	-35%
Motor Vehicle	28,693	26,198	2	10%	258,789	284,646	(26)	-9%	260,930	(2)	-1%
Telephone	9,653	8,934	1	8%	94,928	90,383	5	5%	90,296	5	5%
Equipment Purchase <\$1K	5,153	3,675	1	40%	37,967	61,920	(24)	-39%	82,849	(45)	-54%
Equipment Purchase \$1K to \$5K	14,479	2,950	12	391%	88,182	47,824	40	84%	87,415	1	1%
Travel	2,909	4,930	(2)	-41%	40,612	66,860	(26)	-39%	61,551	(21)	-34%
Dues	25,312	23,333	2	8%	467,860	467,238	1	0%	373,642	94	25%
Credit Card Fees	59,763	54,727	5	9%	559,203	530,193	29	5%	557,294	2	0%
Bank Fees	109	50	0	119%	1,132	575	1	97%	1,136	(0)	0%
Interest Expense	1,393	-	1	0%	1,407	-	1	0%	-	1	0%
Total Expenditures	2,775,306	2,888,743	(113)	-4%	29,143,259	30,073,175	(930)	-3%	26,660,622	2,483	9%
Net Operating Cash Income **	548,104	416,547	132	32%	6,902,218	2,971,183	3,931	132%	6,324,698	578	9%

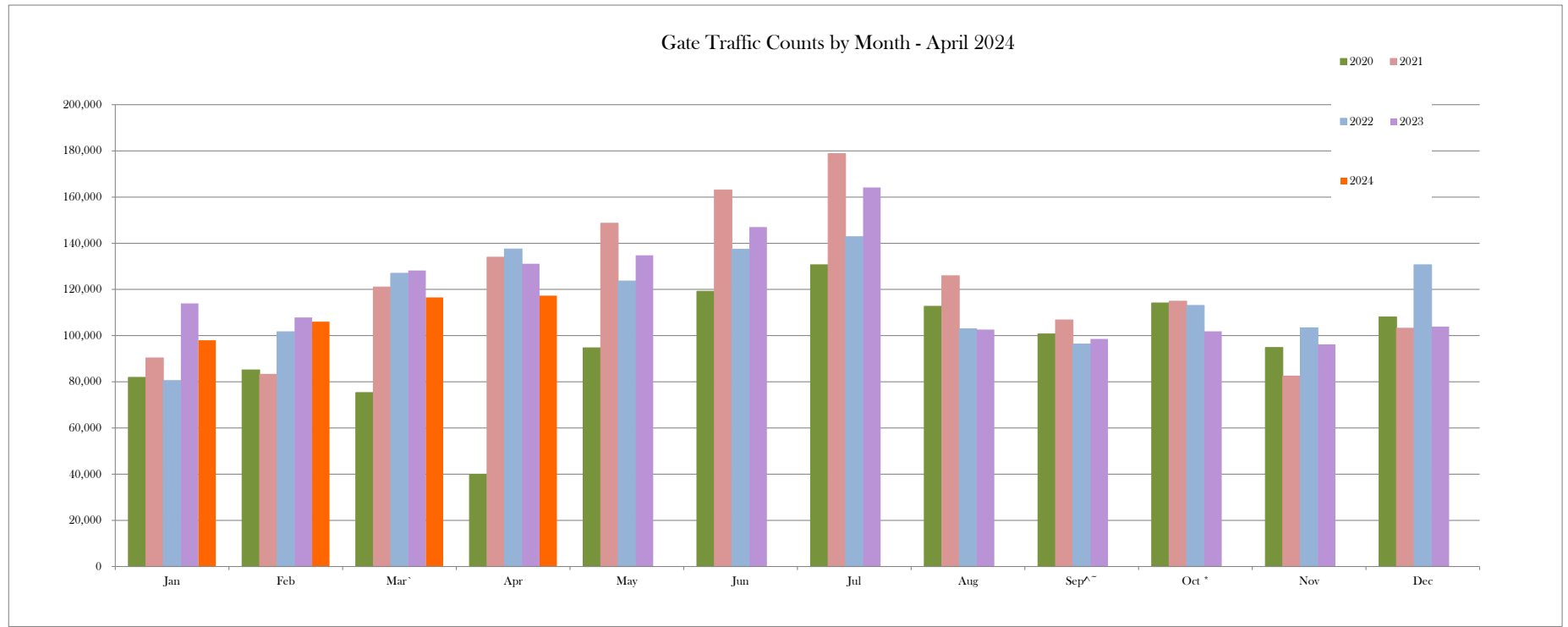
** Does not include depreciation or capital projects

April 2024 Traffic Counts

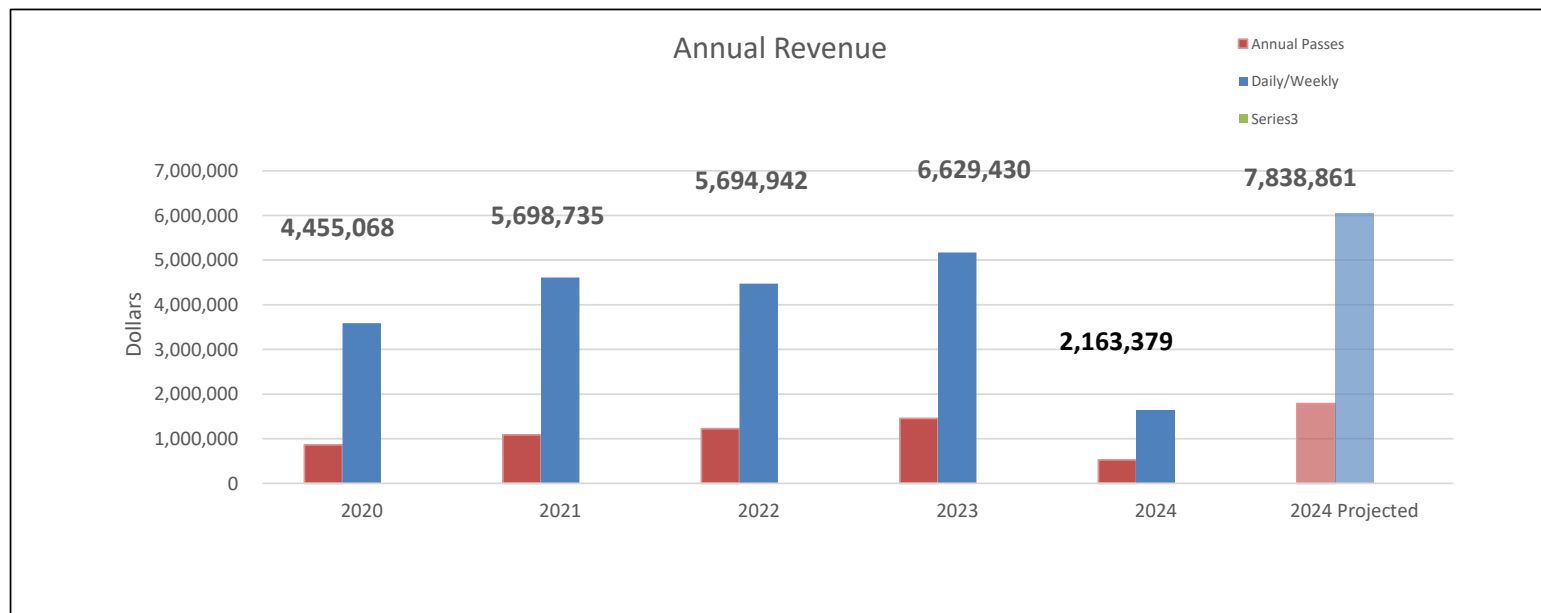
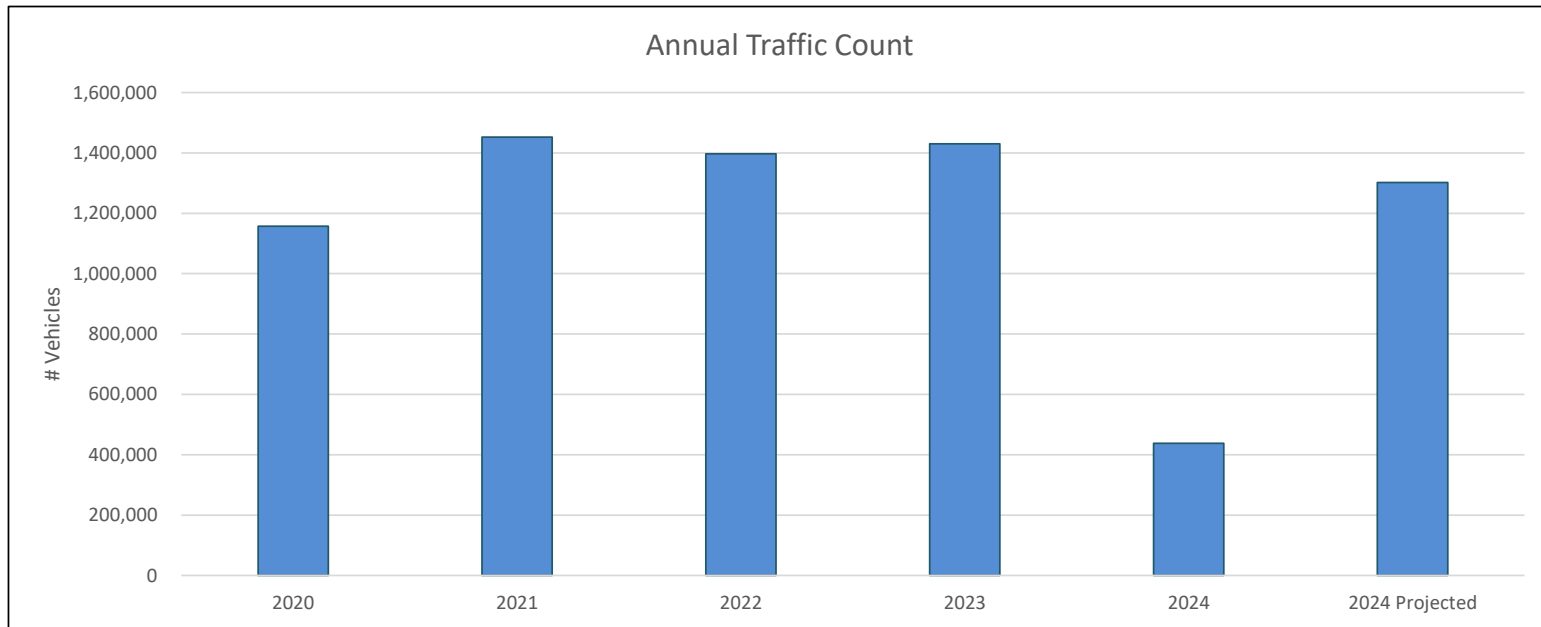
	2020			2021			2022			2023			2024		
	Daily/Weekly	Annual Passes	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total
January	29,773	52,159	81,932	23,462	66,875	90,337	22,696	57,843	80,539	28,395	85,527	113,922	24,458	73,519	97,977
February	32,646	52,457	85,103	22,609	60,616	83,225	29,766	71,891	101,657	32,998	74,849	107,847	29,990	76,054	106,044
March	27,012	48,279	75,291	39,560	81,491	121,051	36,635	90,333	126,968	42,879	85,313	128,192	43,418	73,145	116,563
April	12,082	27,810	39,892	47,198	86,746	133,944	44,680	92,799	137,479	47,452	83,637	131,089	44,949	72,342	117,291
May	44,891	49,825	94,716	58,179	90,491	148,670	44,071	79,550	123,621	46,969	87,805	134,774	0	0	0
June	51,147	68,042	119,189	60,141	102,896	163,037	58,450	78,894	137,344	55,739	91,235	146,974	0	0	0
July	56,441	74,236	130,677	60,613	118,185	178,798	62,840	79,953	142,793	66,229	97,944	164,173	0	0	0
August	39,096	73,585	112,681	38,368	87,543	125,911	36,217	66,712	102,929	35,895	66,699	102,594	0	0	0
September	34,055	66,662	100,717	34,300	72,468	106,768	32,371	63,952	96,323	35,593	62,950	98,543	0	0	0
October	33,851	80,276	114,127	37,170	77,713	114,883	35,694	77,360	113,054	34,050	67,822	101,872	0	0	0
November	22,914	71,876	94,790	26,069	56,386	82,455	28,306	75,088	103,394	27,536	68,692	96,228	0	0	0
December	29,842	78,215	108,057	37,396	65,769	103,165	36,894	93,741	130,635	35,136	68,732	103,868	0	0	0
Totals	413,750	743,422	1,157,172	485,065	967,179	1,452,244	468,620	928,116	1,396,736	488,871	941,205	1,430,076	142,815	295,060	437,875

LPR system began April 2020

Year to Date	2020 YTD	2021 YTD	2022 YTD	2023 YTD	2024 YTD
Comparison	282,218	428,557	446,643	481,050	437,875



Traffic Counts and Revenue as of April 30, 2024



May 1, 2024
Jekyll Island Convention Center
April FY24 Financial Review

	FY 24	FY 23	FY 22	FY 21	FY 20	FY 19	FY 18
Number of Events	20	13	19	14	0	9	25
Event Days	33	30	40	18	8	34	41
Attendance	4,353	14,673	8,630	2,790		4,919	11,232
Revenue	\$284,391 – Actual \$457,110 - Budget	\$596,968	\$503,895	\$86,289	\$12,841.23	\$374,990	\$465,633
Sq feet utilized	518,130	1,040,600	903,440	289,120	0	582,620	

April of 2024 came in less than anticipated. We were short overall with a variance of \$175,400. This is a direct result of the cancellation of the GA Procurement Conference. The event was cancelled due to their system software updates and funding was redirected. There were successes with the Probate Court Judges event with higher attendance impacting F&B revenues. Hometown Health and Rotary 6920 both came in slightly higher than anticipated with \$6,500 in additional revenue. Encore Dance returned to the island and was a consistent concession event, as in years past. With the large cancellation the Center hosted a few events in place. The Grits and Issues Breakfast was moved from December to April and the Boy Scouts Awards Banquet both to generate \$40K in revenues for single day events. The GACDL and DNR meetings were additional pieces of unexpected revenues. As the summer kicks off officially in May, bookings are stronger and forecast trends to meet and exceed expectations.

FUTURE CONTRACTS ISSUED — Estimated revenues \$379,000

Conventions –4– Anticipated revenue \$189,000
Weddings –2 – Anticipated revenue \$190,000

PROPOSALS

CVB – 11
Westin –0
Cvent- 2
SMG site pass -0
Combined sites and planning meetings with all staff – 4

JEKYLL ISLAND AUTHORITY

HOTEL OCCUPANCY STATISTICS

April 2024

HOTEL STATISTICS AT-A-GLANCE

Apr-24

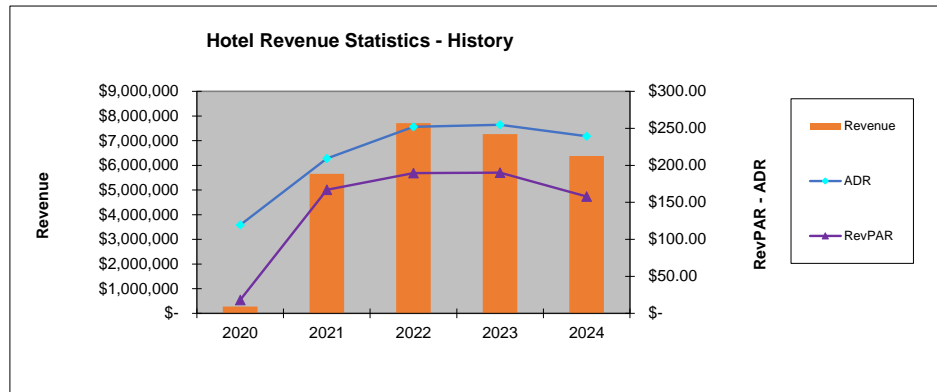
Total Revenue	\$	6,374,756
Occupancy Rate		66.0%
Rev PAR	\$	157.97
ADR	\$	239.41

Apr-23

Total Revenue	\$	7,264,344
Occupancy Rate		74.6%
RevPAR	\$	190.13
ADR	\$	254.79

Apr-22

Total Revenue	\$	7,712,028
Occupancy Rate		75.2%
RevPAR	\$	189.62
ADR	\$	252.15



OCCUPANCY REPORT DETAIL

Hotel	# of Rms	Units Availbl	Units Occpd	Percent Occpd	Average Daily Rate	RevPAR	2024 Room Revenue	2023 Room Revenue	Revenue Variance	
Beachview Club	38	1,128	569	50.4%	\$ 270.57	\$ 136.49	\$ 153,956.55	\$ 215,555.17	\$ (61,599)	-29% *
Home2Suites	107	3,210	2,188	68.2%	\$ 214.48	\$ 146.19	\$ 469,275.00	\$ 559,799.00	\$ (90,524)	-16% *
Holiday Inn Resort	157	4,710	2,756	58.5%	\$ 190.19	\$ 111.29	\$ 524,172.00	\$ 716,172.00	\$ (192,000)	-27% *
Days Inn & Suites	124	2,550	1,695	66.5%	\$ 182.41	\$ 121.25	\$ 309,184.93	\$ 415,045.12	\$ (105,860)	-26% ^
Courtyard by Marriott/ Residence Inn	209	6,270	4,509	71.9%	\$ 236.84	\$ 170.32	\$ 1,067,897.00	\$ 1,159,370.00	\$ (91,473)	-8%
Hampton Inn	138	4,140	2,879	69.5%	\$ 199.65	\$ 138.84	\$ 574,783.00	\$ 662,357.00	\$ (87,574)	-13% *
Jekyll Island Club Resort **	200	6,000	4,428	73.8%	\$ 332.33	\$ 245.26	\$ 1,471,576.16	\$ 1,412,308.00	\$ 59,268	4% ^
Seafarer Inn & Suites	73	2,190	1,279	58.4%	\$ 156.95	\$ 91.66	\$ 200,733.88	\$ 261,696.07	\$ (60,962)	-23% *
Villas by the Sea	103	2,586	1,357	52.5%	\$ 228.09	\$ 119.69	\$ 309,516.59	\$ 424,074.12	\$ (114,558)	-27% *
Villas by the Sea - Jekyll Realty	19	589	269	45.7%	\$ 171.69	\$ 78.41	\$ 46,185.47	\$ 50,312.77	\$ (4,127)	-8% *
Villas by the Sea - Parker Kaufman	33	980	477	48.7%	\$ 233.17	\$ 113.49	\$ 111,220.20	\$ 96,513.50	\$ 14,707	15% ~
Westin	200	6,000	4221	70.4%	\$ 269.19	\$ 189.38	\$ 1,136,255.00	\$ 1,291,141	\$ (154,886)	-12% ^
Apr-24 Total	1,401	40,353	26,627	66.0%	\$ 239.41	\$ 157.97	\$ 6,374,756	\$ 7,264,344	\$ (889,588)	-12.2%

COVID-19 Impacts on hotel revenues and occupancy were severe in April 2020.

~ Villas by the Sea - Parker Kaufman - none of the rooms were available for rent in April except the long term rentals that were already booked. They had 73 room nights booked so occupancy rate is showing 100%.

^ Days Inn, Jekyll Club Resort and the Westin were closed to the public the entire month of April.

* All other hotels remained open during April, but had reduced rooms available and were under short term rental restrictions.

JEKYLL ISLAND AUTHORITY

HOTEL OCCUPANCY STATISTICS

Calendar Year to Date - April 2024

HOTEL STATISTICS AT-A-GLANCE

2024

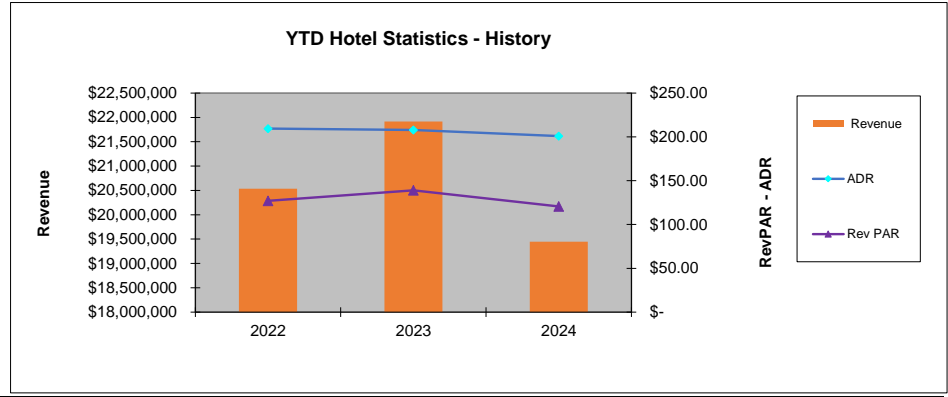
Total Revenue	\$	19,448,386
Occupancy Rate		60.0%
Rev PAR	\$	120.62
ADR	\$	200.94

2023

Total Revenue	\$	21,915,851
Occupancy Rate		66.8%
RevPAR	\$	138.99
ADR	\$	208.02

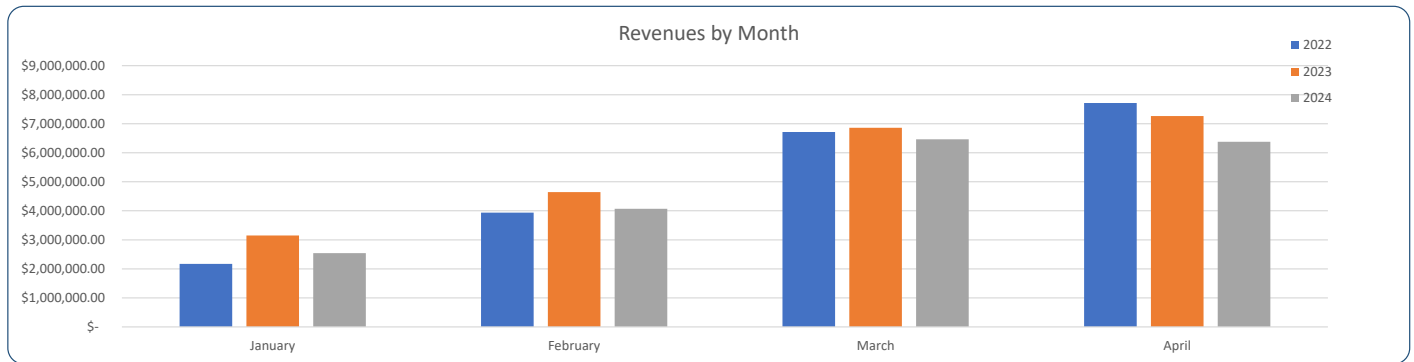
2022

Total Revenue	\$	20,533,736
Occupancy Rate		60.6%
RevPAR	\$	126.97
ADR	\$	209.50



OCCUPANCY REPORT DETAIL

Hotel	# of Rms	Units Availbl	Units Occpd	Percent Occpd	Average Daily Rate	RevPAR	2024 Room Revenue	2023 Room Revenue	Revenue Variance	
Beachview Club	38	4,562	2,227	48.8%	\$ 204.68	\$ 99.92	455,820	617,353	\$ (161,534)	-26%
Home2Suites	107	12,947	8,345	64.5%	\$ 191.01	\$ 123.11	1,593,962	1,777,508	\$ (183,546)	-10%
Holiday Inn Resort	157	19,311	9,757	50.5%	\$ 162.33	\$ 82.02	1,583,894	1,983,176	\$ (399,282)	-20%
Days Inn & Suites	124	10,085	7,438	73.8%	\$ 134.56	\$ 99.24	1,000,864	1,488,208	\$ (487,344)	-33%
Courtyard by Marriott/ Residence Inn	209	25,289	15,508	61.3%	\$ 208.23	\$ 127.69	3,229,172	3,752,707	\$ (523,535)	-14%
Hampton Inn	138	16,698	11,005	65.9%	\$ 168.15	\$ 110.82	1,850,529	1,995,767	\$ (145,238)	-7%
Jekyll Island Club Resort	200	24,062	14,406	59.9%	\$ 290.27	\$ 173.79	4,181,653	4,130,138	\$ 51,515	1%
Seafarer Inn & Suites	73	8,292	4,240	51.1%	\$ 149.68	\$ 76.54	634,658	773,036	\$ (138,378)	-18%
Villas by the Sea	103	9,488	5,307	55.9%	\$ 186.73	\$ 104.44	990,954	1,159,427	\$ (168,473)	-15%
Villas by the Sea - Jekyll Realty	19	2,378	1,536	64.6%	\$ 108.64	\$ 70.17	166,871	171,407	\$ (4,536)	-3%
Villas by the Sea - Parker Kaufman	33	3,931	2,282	58.1%	\$ 151.38	\$ 87.88	345,446	286,729	\$ 58,717	20%
Westin	200	24,200	14,734	60.9%	\$ 231.75	\$ 141.10	3,414,565	3,780,395	\$ (365,830)	-10%
2024 Total		161,243	96,785	60.0%	\$ 200.94	\$ 120.62	\$ 19,448,386	\$ 21,915,851	\$ (2,467,465)	-11.3%
2023 Total		157,674	105,357	66.8%	\$ 208.02	\$ 138.99	\$ 21,915,851			
2022 Total		161,724	98,015	60.6%	\$ 209.50	\$ 126.97	\$ 20,533,736			



MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: BRAD BALLARD, SENIOR DIRECTOR OF AMENITIES
SUBJECT: REQUEST TO AMEND TENNIS CONTRACT WITH ATKINS TENNIS PERFORMANCE, LLC
DATE: 5/15/2024

Since December of 2016, Atkins Performance Tennis, LLC has managed the Jekyll Island Tennis Center for the Authority. By focusing on solid court maintenance and building relationships Stewart and Karen Atkins have taken the JITC from a hurricane damaged facility to one of the top-rated facilities in the southeast.

After severe damage from hurricanes Matthew and Irma Stewart went to work rebuilding the tennis center and its programming. Since that time membership has increased from less than 10 to more than 90. The center was named the 2018 USTA National Tennis Facility of the Year. Facilities are judged on quality of courts, overall layout, accessories, amenities, and maintenance. The USTA also evaluates tennis programs with an emphasis on youth programming and how a facility contributes to the sport.

The tennis center hosts 7 adult tennis tournaments and 4 youth tournaments each year with the highlighted tournaments being the Southern Clay Court Championship in April and the Banana Open Challenge in October. 10 of the 11 tournaments that JITC hosts were acquired from other tennis centers in the surrounding area.

The first 5 years Stewart took on most of the responsibility of managing the JITC. In 2022 Karen began offering lessons and assisting with tournaments on a part time basis. The contract at that time was renewed with a small increase for Karen. As the JITC membership has grown and tournament play has increased so has the need for Karen to assist.

As of April 1, 2024, Atkins Tennis Performance and JIA have been working toward JITC Vision 2027. A partnership that will continue to grow membership and revenue through expanded programming, hours of operation, and retail sales. The vision also includes improved marketing for tournaments and stay-n-play programs. To reach our goals and vision for the JITC Stewart and Karen will both take on full-time roles. Stewart will focus on lessons, clinics, facility maintenance, and overall direction of the center. Karen will focus on retail sales, customer service, and tournament organization.

I am requesting approval to amend our current agreement with Atkins Performance Tennis for an additional two years at \$95,000 per year. Atkins Performance Tennis would retain 85% of fees paid for instructional lessons.

Attachments: Management Services Agreement

**AMENDED AND RESTATED AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN
JEKYLL ISLAND-STATE PARK AUTHORITY and
ATKINS TENNIS PERFORMANCE, LLC**

THIS AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is made effective as of April 1, 2024 (“Effective Date”), by and between JEKYLL ISLAND STATE PARK AUTHORITY, a public corporation and instrumentality of the State of Georgia (“JIA”), and ATKINS TENNIS PERFORMANCE, LLC (“ATP”). JIA and ATP may be referred to collectively as the parties and individually as a party.

RECITALS

WHEREAS, JIA and ATP entered that Management Agreement dated September 1, 2022,] for management and related professional services at the Jekyll Island Tennis Center (“Tennis Center”), a tennis facility owned by JIA and located at 400 Captain Wyllly Road, Jekyll Island, Georgia 31527;

WHEREAS, ATP and JIA desire to amend the scope of services, programs and hours of instruction offered at the Tennis Center and extend the Term of those Services;

WHEREAS, JIA will derive a substantial benefit from expanding the scope of services provided by ATP and by extending the Term under this Agreement; and

WHEREAS, the parties desire that ATP provide such expanded services, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual benefits and promises flowing each to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JIA and ATP each agree as follows:

AGREEMENT

1. Scope of Services and Standards of Performance.
 - 1.1 Scope of Services. ATP shall provide the management and professional services (collectively, the “Services”) as set forth in Exhibit A, which is attached hereto and incorporated by reference.
 - 1.2 Standard of Performance. ATP will use its best efforts to perform the Services in a professional manner befitting similarly situated, high-quality recreational and tournament tennis facilities in the southeast United States. ATP will give JIA prompt notice in the event of any occurrence or condition that affects ATP’s ability to perform the Services in accordance with the foregoing standards.
2. Performance Audit. JIA may audit or evaluate ATP’s performance of the Services from time to time, by any reasonable means. If at any time ATP’s performance falls below acceptable standards or otherwise becomes unsatisfactory, as determined by JIA in its discretion, JIA will give notice of such determination and provide ATP with a corrective action plan to correct the deficiencies. If, after a reasonable opportunity for correction (no less than thirty (30) days),

ATP fails to meet any requirement under such corrective action plan or otherwise fails to perform to an acceptable standard, as determined by JIA in its discretion, JIA may terminate this Agreement as provided in Section 8.

3. Term and Compensation.

3.1 Term. The Term of this Agreement shall commence on April 1, 2024, and shall terminate on March 31, 2026, unless mutually extended in writing by both parties.

3.2 Compensation.

3.2.1 Management Fee. Provided ATP is not in default under the Agreement, JIA will pay ATP a management fee of \$95,000.04 for the Term in monthly installments of approximately \$7,916.67. JIA will pay each monthly installment to ATP in arrears at the address or account designed in writing by ATP on or before the tenth day of the month following the month during which the Services were performed.

3.2.2 Instructional Lesson Fees. ATP will report bookings and sales of instructional lessons on at least a monthly basis in arrears, and JIA will pay to ATP 85% of all fees paid for instructional lessons within 30 days of receipt of the bookings and sales report.

3.2.3 Expenses. JIA will reimburse ATP for necessary expenses incurred on account of or for the benefit of the Tennis Center; provided, however, ATP will not incur any such expenses without the prior written approval of the JIA Senior Director of Amenities. JIA's reimbursement of any unapproved expenses or JIA's erroneous approval of expenses not eligible for reimbursement will not operate to waive JIA's right to require approval nor obligate JIA to pay any similar reimbursement request in the future.

3.3 Taxes. ATP will be solely responsible for all income, payroll and similar taxes attributable to ATP's operations under this Agreement, and JIA will have no obligation nor liability for withholding or remitting to any taxing authority any taxes attributable to ATP's operations. JIA will comply with all applicable laws as to the reporting of payments made to ATP, including without limitation, JIA's issuance of IRS Form 1099 for each applicable tax period. JIA will be responsible for the collection and remittance of any applicable sales and use taxes on goods sold at the Tennis Center, and ATP will reasonably cooperate in the collection and remittance of same.

4. On-Site Office Space.

4.1 On-Site Office Space, Equipment, Supplies. ATP will be entitled to use the office space within the interior of the Tennis Center pro shop (the "Office Space") consisting of approximately 70 square feet in connection with the provision and performance of the Services under this Agreement. ATP will pay JIA \$490.00 per year (i.e., \$7.00 per square foot) on or before October 1 of each year during the Term to defray the cost of necessary utilities.

5. Indemnification.

- 5.1 Duty to Indemnify. ATP agrees to indemnify and hold harmless the JIA and the State of Georgia and their respective officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including reasonable attorneys' fees and expenses) related to or arising from this Agreement, including without limitation: (i) any breach of the Agreement by ATP; (ii) any negligent, intentional or wrongful act or omission of ATP or any employee, agent, or subcontractor utilized or employed by ATP; (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Agreement; (iv) claims, demands, or lawsuits that, with respect to the Services; (v) ATP's performance or attempted performance of the Agreement, including any employee, agent or subcontractor utilized or employed by ATP; (vi) any failure by ATP to comply with applicable laws, including without limitation, any failure by ATP to make reports, payments and withholdings required by federal and/or state law with respect to social security, employee income and other taxes, fees or charges; and (vii) any infringement by ATP of intellectual property rights, including rights as to any copyrights, trademarks, service marks, patents, or trade dress.
- 5.2 Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), ATP (and its insurers) agrees to reimburse the Fund. To the full extent permitted by applicable laws and the terms of the Fund, ATP and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- 5.3 Litigation and Settlements. ATP shall, at its own expense, have the reasonable opportunity to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon ATP unless approved in writing by ATP. No settlement or compromise of any claim, loss or damage entered into by ATP shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
- 5.4 Loss of ATP Property. ATP assumes all risk of loss in regard to any personal property or vehicles located on JIA property, and ATP will hold JIA harmless except to the extent loss of such property or vehicles is proximately caused by the sole negligence or willful misconduct of JIA or its employees.
- 5.5 Survival. The indemnification obligations of this Section 5 survive the expiration or earlier termination of this Agreement.

6. Insurance.

- 6.1 JIA's Insurance Obligations. JIA is under no obligation to insure ATP's possessions or property. JIA represents that it participates in programs of liability, workers'

compensation, property and casualty self-insurance coverages administered by the State of Georgia, Department of Administrative Services, Risk Management Division.

- 6.2 ATP's Insurance Obligations. ATP will procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property and contractual liability which may arise from or relate to the performance of the Services by ATP, its agents, representatives, officers, employees, or subcontractors.

6.2.1 Minimum Coverages:

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability – Any Auto, Combined Single Limit	\$1,000,000
Professional Liability (Errors and Omissions)	
Each Occurrence Limit	\$1,000,000
Aggregate	\$2,000,000

- 6.2.2 Insurer Qualifications. All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.
- 6.2.3 Effective Dates; Notification. All policies required under this Section 6 will contain a provision or endorsement providing that coverage may not be canceled, changed, allowed to lapse or expire until at least thirty (30) calendar days after written notice has been given to JIA as additional insured. All such coverage shall remain in full force and effect during the initial term of the Agreement and any renewal or extension thereof.
- 6.2.4 Certificates of Insurance. ATP will provide current certificates of insurance evidencing the required coverages, together with all insureds and additional insureds, on or before the beginning of the Term and any additional or extended term. The insurance certificates must show that the liability insurance coverage(s) purchased by ATP include contractual liability coverage.

- 6.2.5 Additional Insured. ATP will ensure that JIA, its members, officers, employees and agents are covered as additional insureds under the commercial general, automobile, and umbrella liability policies. JIA may accept a blanket additional insured endorsement. Such policies may not limit the additional insured to those in privity of contract with JIA, but shall also provide coverage for JIA's officers, employees and agents. In addition to the certificates of liability, ATP will provide upon request a copy of the endorsement(s) applicable to these additional insured requirements.
- 6.2.6 Blanket or Umbrella Coverages. ATP may meet the liability insurance requirements with the purchase of blanket or umbrella insurance policies otherwise meeting the requirements of this Section 6. In all instances, the combination of primary and umbrella liability coverages must equal or exceed the minimum liability insurance limits stated in this Agreement. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
- 6.2.7 Additional requirements.
- 6.2.7.1 To the fullest extent permitted by the Constitution and the laws of the State of Georgia, ATP and any insurers providing insurance coverages under this Agreement must waive any right of subrogation against the Indemnified Parties, the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insurance funds of the State of Georgia, and insurers participating thereunder, to the full extent of ATP's indemnification obligations.
- 6.2.7.2 The insurer must agree that the Attorney General of Georgia represents and defends JIA, and the Attorney General's prerogative is not waived by any policy of insurance. Any settlement of litigation on behalf of JIA must be expressly approved by the Attorney General.

7. Access to Records.

- 7.1 Access and Audit. ATP will maintain true and accurate books and records of account for a minimum of forty-eight (48) months after expiration or earlier termination the Agreement, which shall contain a full and accurate record of all business, on a monthly basis, done in, on, upon, from or through the Tennis Center. Such books and records shall be open to examination by JIA, its employees, authorized agents and representatives, at all reasonable times.
- 7.2 Open Records Act. ATP acknowledges and agrees that all documents collected or produced for use by a private person, firm, or corporation pursuant to a contract or

other agreement or understanding with any governmental entity are public records and are subject to disclosure under the Open Records Act (see O.C.G.A. § 50-18-70) unless an exemption applies. Failure to comply with the Act is a material breach of this Agreement which may result in termination for cause.

8. Termination.

- 8.1 Termination for Convenience of JIA. JIA may at any time, and for any reason or without any reason or cause, terminate this Agreement following at least ninety (90) days' prior written notice to ATP. In the event of termination under this provision JIA will pay to ATP all fees properly due for services performed prior to the effective date of the termination.
- 8.2 Termination for Cause. JIA may at any time terminate this Agreement where ATP fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to perform the Services in accordance with the applicable standards, or fails to comply with applicable laws and in any such case such failure continues beyond any applicable cure period. make progress in the S hereunder in a reasonable manner or if the conduct of ATP impairs or prejudices the interests of JIA or violates any of the terms, covenants, or provisions of this Agreement or violates applicable laws, JIA shall have the right to terminate this Agreement by giving notice in writing of the fact and date of such termination to ATP.
- 8.3 Termination by ATP. ATP may terminate this Agreement upon thirty (30) days' written notice to JIA in the event of substantial failure by JIA to perform in accordance with the terms of this Agreement through no fault of ATP.
- 8.4 Transfer of Ownership or Control of ATP. If Stewart Atkins is no longer the controlling owner or principal operator or manger of ATP, JIA may, without obligation to, and at any time, terminate this Agreement. Such termination shall not relieve ATP of any obligations or liabilities arising or accruing by virtue of this Agreement prior to termination thereof.
- 8.5 Effect of Termination. In the event of such termination, ATP shall promptly wind up all business and cooperate in the transfer of management of the Tennis Center, including all Tennis Center documents, keys, passcodes, access credentials, equipment and personal property, to JIA or its designee.

9. Miscellaneous.

- 9.1 Captions. The captions and headings of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Agreement.
- 9.2 Relationship of the Parties. The parties are independent contractors, and no agent or employee of one party will be deemed to be an agent or employee of the other party. No party has authority to make any statements, representations or commitments or take any actions of any kind that will be binding on the other party. This Agreement

will not be construed as creating between the parties a partnership, joint venture or any other form of legal association which *per se* would impose liability upon one party for the actions or failures to act of the other party. Neither JIA nor ATP will designate the other or refer to the other as its partner.

- 9.3 Compliance with Applicable Laws. ATP its employees, agents and subcontractors will comply with all applicable federal, state, and local laws, rules, ordinances, including without limitation, the Jekyll Island Code of Ordinances, regulations and orders, now or hereafter in effect when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, ethics and conflicts of interest in contracting with the State of Georgia, including the provisions of O.C.G.A. Section 45-10-20 et seq.
- 9.4 Compliance with Federal and State Work Authorization and Immigration Laws. Without limiting the generality of the foregoing Section 9.3, ATP and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form set forth in Exhibit B-1 attached hereto. The required certificates must be filed with JIA and copy maintained by ATP as of the beginning date of this Agreement and each subcontract, supplier contract, or consultant contract, and upon final payment to the subconsultant. In lieu of the E-Verify Affidavit, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead use the form set forth in Exhibit B-2 and provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.
- 9.5 Publicity. ATP may not engage in marketing or publicity efforts relating to the Services without the prior written approval of JIA as to such materials.
- 9.6 Time. Time is of the essence of this Agreement.
- 9.7 Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.
- 9.8 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision. If any provision of this Agreement, or the application of such provision to any person, shall be held to be invalid by any court of competent

jurisdiction, the remainder of this Agreement and the application of such provision to any person or circumstance, other than the person or circumstance to which it is held invalid, shall not be affected thereby. In the event of any conflict between any provision of any requirement of any governmental entity having jurisdiction over the Tennis Center, or any portion thereof, and any provision of this Agreement, the more restrictive provision shall control.

9.9 Amendment; Custom or Practice; No Waiver. This Agreement may be amended with the written consent of the Parties. No failure of either Party to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such Party to demand exact compliance with the terms hereof. No waiver of any right or obligation created or arising under this Agreement shall be binding upon either Party unless such waiver is in writing and signed by the party against whom enforcement thereof is sought.

9.10 Notices. All notices, requests, consents, demands and other communications relating to this Agreement shall be in writing and shall be deemed sufficiently given (a) on the date delivered in person to the address set forth below for the party to whom the notice is given; or (b) one (1) business day following the date deposited with Federal Express or similar overnight carrier, addressed to such party at the address specified below, all fees prepaid. For purposes of this Section 9.10, the addresses of the parties for all notices are as set forth below (unless changed by similar notice in writing given by the person whose address is to be changed). From time to time, any party may designate another address for all purposes by giving the other parties notice of such change of address.

Notices to ATP:	Atkins Tennis Performance, LLC
	Attn: Stewart Atkins
	[Address]
	[Address]
	[Address]

Notices to JIA:	Jekyll Island - State Park Authority
	Attn: Senior Director of Amenities
	100 James Rd.
	Jekyll Island, GA 31527

[Signatures begin on next page.]
[Remainder of page left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

JIA:

JEKYLL ISLAND-STATE PARK AUTHORITY,
a public corporation and instrumentality of the State
of Georgia

By: _____

Name: Mark P. Williams

Its: Executive Director

Date: _____

ATP:

ATKINS TENNIS PERFORMANCE, LLC,
a Georgia limited liability company

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A
Scope of Service

JITC Vision 2027

Jekyll Island Tennis Center Mission: To promote the Jekyll Island Tennis Center and continue to be one of the leading tennis centers in the entire Southeast. ATP will perform the following in conjunction with JIA:

1. Strengthen and grow Tennis Center gross revenue: Continue to grow revenue 2-3% annually by increasing and adding to existing programming for visitors and members.
2. Strengthen and grow memberships: Continue programming to acquire new members and retain existing members using a more aggressive campaign to get people through the doors.
3. Improved Tennis Center Marketing: Creating a plan for submittal to JIA Senior Director of Amenities for marketing membership and the benefits that come with being a member of the Tennis Center. Improving the marketing and PR of JITC including, but not limited to having a better communicative relationship with the JIA Marketing Department, recommending improvements to the JITC website, targeting and promoting more favorable local news coverage and social media presence.
4. Tournament and tournament operational growth: *Putting additional focus on retaining current tournament players while additionally putting more effort into acquiring new players to attend tournaments from all regions. Review tournament revenues versus expenses with an eye on making sure tournaments offer a great player experience while also generating future revenue for tennis center improvements.
5. Capital outlay plans: *Putting together a more aggressive budgetary plan to systematically acquire our capital needs: courts resurfacing, court lighting, building needs, storage, equipment needs. Also, putting together a 3–5-year plan to anticipate such needs.
6. Improving court maintenance: *Putting together a 3–5-year plan to make sure that our maintenance staff have what they need to keep the tennis courts up to the standard of our visitors, members, and staff. (See #5, Capitol.)
7. Strategic Plan: Prepare and submit to JIA Senior Director of Amenities a 3–5-year plan for Tennis Center program improvements.
8. JITC Hours and Schedule commencing April 1
Monday: 8am-5pm- Open Play 9am-11am
Tuesday: 8am-8pm- Advanced Clinic 9am-10:30am, Open Play 6pm-8pm
Wednesday: 8am-8pm- Open Play 9am-11am, Multi-Level Clinic 6pm-7:30pm
Thursday: 8am-8pm- Multi-Level Clinic 9am-10:30am, Open Play 6pm-8pm
Friday: 8am-5pm- Open Play 9am-11am
Saturday: 8am-5pm- Advanced Clinic 9am-10:30am, Varsity Elite 10:30am-1pm (Grades 8-12)
Sunday: 8am-5pm- Multi-Level Clinic 10am-11:30am

EXHIBIT B-1

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Jekyll Island State-Park Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

Name of Public Employer: Jekyll Island-State Park Authority

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (date) in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

_____ (date)

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT B-2

Certification of "No Employees" under O.C.G.A. § 13-10-91(b)(5)

By signing this form, the undersigned contractor, sub-contractor, or sub-sub contractor verifies it has no employees and has no plans to hire employees for the purpose of executing the contract (named below) with the Jekyll Island-State Park Authority. The contractor agrees to provide the Jekyll Island Authority with a copy of a state issued driver's license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and/or provide the required license or identification card would prohibit the Jekyll Island Authority from acquiring any additional or future services with you or your company.

Name of Contractor _____

Name of Project _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (date) in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

_____ (date)

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

**IF YOU ARE SUBMITTING EXHIBIT B-2, YOU MUST ATTACH
A COPY OF YOUR DRIVER'S LICENSE OR STATE IDENTIFICATION CARD.**

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: ZACHARY B. HARRIS, GENERAL COUNSEL
SUBJECT: REQUEST FOR PROPOSAL 381 GRAB & GO/FAST CASUAL RESTAURANT PIER ROAD
DATE: MAY 21, 2024

Background.

JIA staff identified a need for revitalizing the Pier Road shopping area of the Jekyll Island National Landmark Historic District. This Board received a briefing at its January 2024 meeting concerning concepts for the District Shops at Historic Pier Road, a collection of new shops and attractions planned for Historic Pier Road. This effort includes request for proposals for several amenities intended to promote greater socializing, longer browsing and increased activation. One amenity identified was a grab and go or fast casual style restaurant with an outdoor patio or “beer garden” component.

The goal of this RFP is to select a lessee who will further the revitalization of Jekyll Island with a successful restaurant and outdoor dining and socializing space at a primary entrance to Pier Road. Planned for 9 Pier Road (the “Property”), currently a food outlet, this RFP concept will provide both a welcoming space to linger and socialize and efficient food service that encourages browsing along Historic Pier Road and the Historic District.

Upon selection, the successful Respondent will enter a lease for the Property from JIA according to more or less standard commercial lease terms. Additionally, the lease will contain percentage rent and operating covenants intended to incentives productive use of the Property. The lease will be subject to Board review and approval. The RFP will be posted publicly following this Board meeting and evaluated according to the RFP criteria. Proposals will be due July 8, 2024, for evaluation with a Board vote on the award and lease at the August 20, 2024, Board meeting.



Request for Proposal # 381

for

Grab & Go and/or Fast-Casual Style Restaurant and Beer Garden

at

The District Shops at Historic Pier Road

9 Pier Road, Jekyll Island, Georgia 31570

Date Issued:

May 21, 2024

Deadline to Submit Proposals:

Monday, July 8, 2024

2:00 P.M. Eastern

Section 1

General Background and Project Information

1.1 Overview.

This Request for Proposal (“RFP”) is an invitation by the Jekyll Island State Park Authority (“JIA”) to qualified persons to submit proposals for the lease and operation of 9 Pier Road, Jekyll Island, Georgia (hereinafter the “Property”) located within the District Shops at Historic Pier Road as a grab and go and/or fast-casual restaurant with outdoor patio/beer garden service (collectively, the “Project”). Information on the requested Project concept and the Property are provided in Attachments A and B.

The goal of this RFP is to select a lessee who will further the revitalization of Jekyll Island with a successful Project complementing Jekyll Island’s National Historic Landmark District “Millionaires’ Village” and the mission and purpose of JIA. This Project offers the successful respondent a unique opportunity to leave a lasting impression on a true Jekyll Island treasure.

JIA will review and evaluate for a potential award all responsive proposals timely submitted in accordance with this RFP, and following evaluation, JIA personnel will make a preliminary recommendation to the JIA Board of Directors (the “Board”) for consideration and approval. Subject to and following Board approval, JIA personnel and the successful respondent will negotiate and execute a lease for the Property (the “Lease”) on JIA’s standard terms and the lessee will commence restoration and/or build out and operation of the Property in accordance with the Lease. The Lessee will be required to coordinate design and construction plans, marketing, menu and branding plans, and operational plans with JIA, including with JIA Historic Resources personnel, to ensure the Project design complements the Historic District and JIA’s goals for Jekyll Island.

1.2 Background on Jekyll Island and the JIA.

- (a) Jekyll Island. Jekyll Island is a unique, state-owned barrier island that balances conserving and preserving natural, historic and cultural resources with providing accessible, affordable recreation, vacation, and educational opportunities for the people of Georgia and beyond. Surrounded by picturesque marshes and breathtaking oceanfront, Jekyll Island is a peaceful coastal habitat. The barrier island contains one of the few remaining intact maritime forests on the Eastern seaboard. Originally inhabited by Native Americans, Jekyll was explored by the French and Spanish and first settled by the English. From early settlers to America’s social elite to today’s young explorers, this special barrier island has captured imaginations for generations. Now a top-ten ranked tourist destination, Jekyll Island hosts more than 3.5 million visitors annually.
- (b) Jekyll Island Authority. Recognizing the natural beauty and vibrant history of Jekyll Island set it apart from any other coastal destination, the Governor and the Georgia General Assembly established Jekyll Island as a State Park in 1947, entrusting its care and preservation to the Jekyll Island State Park Authority in 1950. Since its inception, JIA has conserved Jekyll Island’s natural and historic resources, while ensuring it remains an inviting destination for residents and guests. Today, JIA is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.
- (c) District Shops at Historic Pier Road. The District Shops at Historic Pier Road, opening Spring of 2025, is a revitalized shopping and experiential destination located in the heart of Jekyll Island’s National Historic Landmark District. This mixed-use avenue will provide a vibrant and curated selection of retail, dining and recreational experiences with seamless connection to the larger historic district. The District Shops at Historic Pier Road are anchored by the

nationally recognized Georgia Sea Turtle Center, Mosaic, Jekyll Island Museum and the renowned Jekyll Island Club Resort, the District Shops at Historic Pier Road offer ample parking, walkable paths and trails for easy pedestrian and bicycle access. Historically, Pier Road was considered the heart of the service area for the Jekyll Island Club, holding many support structures and activities necessary to maintain and service the Club and its fashionable members. Most of these structures consisted of employee dwellings and dormitories, food service, trades and retail spaces. JIA, with the help of community partners, has preserved some of these historic structures and operated or leased them over the years as retail shops. Now renovated and reimagined, the District Shops at Historic Pier Road are positioned to enjoy regular foot traffic, repeat clientele and year-round spending from island visitors, hotel guests, residents and employees.

- (d) 9 Pier Road, Jekyll Island. Built circa 2005 in keeping with the contributing Historic District structures, the Property serves as a centrally located public restroom and food outlet. Lying between DuBignon Cottage and the Morgan Center just steps from the historic Jekyll Island Club Hotel, this most recent addition to Pier Road is now made available for lease from JIA for operation as a fast-casual or grab & go restaurant with outdoor patio/beer garden service.

1.3 Property Information. The Property includes the building located at 9 Pier Road, Jekyll Island, Glynn County, Georgia, as more particularly shown on Attachment A. The Property's total area currently consists of approximately 761 square feet with approximately 226 square feet of heated/cooled floor area and approximately 535 square feet of covered outdoor seating. JIA anticipates adding square footage to the Property for an outdoor patio/beer garden area, depending on the Project proposal and subject to negotiation. While part of the Historic District, the Property is not considered a historic structure and may be altered.

1.4 Jekyll Island Commercial Lease Structure. All real property on Jekyll Island not held by JIA is leased. JIA is vested with broad authority to negotiate and structure leases in the manner most advantageous to JIA in meeting its statutory missions. Historically, JIA has employed a flexible approach to its leasing program to accommodate commercial development and dynamic market conditions. While individual lease terms have varied depending on the size and location of parcels, the nature and cost of the development proposed, and the importance of projects to redevelopment and revitalization, JIA's commercial leases share common characteristics including base rent and percentage rent, insurance and maintenance obligations and records inspection and retention requirements. For this RFP, Respondents are advised the following general lease terms will apply to the Property.

- (a) Minimum Term of Lease. JIA anticipates a minimum lease term of 5 years.
- (b) Renewal Options. JIA anticipates options to renew for 2 additional terms of 2 years each, provided the lessee is not then in default. Additional renewal terms are subject to negotiation and are not guaranteed.
- (c) Rental and Other Charges. The lease will include both percentage rent and base rent. Respondents should prepare proposals with these recurring commitments in mind.
 - (1) Base Rent. Initial Base rent will be approximately \$16.00 per square foot annually, subject to annual rental adjustments based on the Consumer Price Index or comparable methodology.
 - (2) Percentage Rent. Percentage rent will be set at four percent (4%) of gross sales. Respondent may include proposed alternative percentage rent schedules it wishes JIA to consider in its proposal.

- (3) Water/Sewer Fees. JIA operates municipal water and sewer service, and both water and sewer service are available to the Property to within five feet of the structure. Connection to water and sewer will be mandatory and at the lessee's expense. Recurring water and sewer service fees will be based on usage and billed separately. Lessee will be responsible for installing and maintaining an appropriately sized grease trap/grease interceptor for the Project, as applicable.
- (d) Garbage Service. JIA may provide or cause to be provided standard trash service appropriate for the Property, including trash cans or trash compactors, the costs of which will be paid by Lessee. The use of dumpsters at the Property or along Pier Road will not be permitted.
 - (e) Other Utilities. Utilities such as electrical power, telecommunications and other services are available to service the Property by third-party utility providers. Respondents are advised to conduct their due diligence on pricing and connection requirements of utility providers.
 - (f) JIA's Responsibilities. JIA will install an appropriately sized commercial electric service panel prior to occupancy of the Property. Other obligations of JIA as landlord are subject to negotiation; provided, however, lessee will be primarily responsible for maintenance and repair of the Property except for those items enumerated in the Lease that will remain the responsibility of JIA.
 - (g) Lessee's Responsibilities. In addition to the obligations to develop the Project as contemplated in this RFP, Respondents should anticipate obligations under the Lease comparable to other commercial leases on Jekyll Island including without limitation, operating covenants and annual performance and production minimums appropriate for a high-traffic tourism and hospitality destination, maintaining books and records and reporting of sales in accordance with percentage rent obligations, and maintaining and operating the Property in a first-rate manner in accordance with applicable laws, including the Jekyll Island Code of Ordinances and the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. Lessee will be required to procure and maintain regular waste cooking oil and grease disposal, as applicable to the Project.
 - (h) Personal Guaranty. JIA may require one or more principals of the lessee, or third parties of sufficient means and creditworthiness, to guarantee the full, faithful and prompt performance of all lessee obligations under the Lease. Respondent should consider this contingency in its proposal.
 - (i) Background Checks and References. JIA will conduct a background and reference check, to include a credit check, on the successful Respondent and any principals or key employees having significant managerial or operational roles, prior to executing the Lease. Respondents should be prepared to provide authorization for background checks, character references and financial references (e.g., from institutional lenders) upon request.
 - (j) Business Authorizations. The successful Respondent must meet all legal requirements to do business in and contract with the State of Georgia prior to JIA executing the Lease, including, without limitation, participation in verification of lawful presence verification (i.e., E-Verify), workers' compensation insurance programs, Drug-Free Workplace requirements, and other requirements for contracting with state entities. The successful Respondent must be able to obtain all required permits to operate the Project, including without limitation, all food service and alcohol permits required by applicable laws, including the Jekyll Island Code of Ordinances and Georgia Department of Public Health regulations.




1.5 Studies and Reference Materials. The following documents may aide the Respondent in preparing

a responsive proposal.

- (a) 2021 Jekyll Island Master Plan: [https://www.jekyllisland.com/ authority/documents/master-plan/](https://www.jekyllisland.com/authority/documents/master-plan/)
- (b) 2018 Jekyll Island Carrying Capacity & Infrastructure Assessment: <https://www.jekyllisland.com/authority/documents/jekyll-island-carrying-capacity-infrastructure-assessment/>
- (c) District Shops at Historic Pier Road Board Materials:
<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:9fcf74c2-cd54-42ff-acda-20296f951ec6?viewer%21megaVerb=group-discover>
- (d) Other Helpful Documents: <https://www.jekyllisland.com/authority/documents/>

Section 2 Process

- 2.1 Tentative Schedule of Events.** This schedule of events represents JIA’s best estimate of the schedule that will be followed. Delays may occur that may necessitate adjustments to the proposed schedule, and if a component of this schedule is delayed, JIA may adjust the remainder of the schedule appropriately. JIA will give notice via email to prospective respondents (each a “Respondent”) who have requested notice via email of any such adjustment and post the same to the JIA website at <https://www.jekyllisland.com/authority/rfps/> (the “JIA Website”).

Description	Date and Time
Written Questions and Requests for Clarification Due	June 7, 2024 at 5:00 p.m. ET
Responses to Written Questions and Requests for Clarifications Posted	June 14, 2024 at 5:00 p.m. ET
Proposals Due (“Close Date”) Proposal Opening Date	July 8, 2024 at 2:00 p.m. ET
Proposal Evaluation Completed (on or about)	 One to Three Weeks after Close Date
Respondent Interviews	 One to Three Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	 One to Three Weeks after Close Date
Negotiation and Resolution of Lease Terms	Prior to Consideration of Board Approval
Consideration and Approval of Recommended Proposal by JIA Board of Directors	August 20, 2024
Deadline to file Protest of Award	5 calendar days after JIA Board Approval or within 10 calendar days of after the Protester knows or should have known of the occurrence of the action under Protest, whichever is earlier

- 2.2 Respondent Questions and Inquiries.** Following posting of this RFP, Respondents may submit written questions and requests for clarification on a rolling basis via email to Noel Jensen at njensen@jekyllisland.com. JIA will respond in writing to written questions and post the responses on the JIA Website. If answers to submitted questions materially change the conditions and specifications of this RFP, JIA will send notice via email to Respondents who have requested notice via email and post an amendment or update to the RFP on the JIA Website. JIA personnel will not respond to questions except in writing, and no oral statement regarding this RFP will be binding on JIA. Respondents must include their company names and contact information when submitting questions and requests for clarifications. Respondents may not contact JIA personnel (including members of the JIA Board of Directors (hereinafter the “Board”)) regarding this RFP other than as expressly provided in this RFP. Failure to abide by these restrictions and procedures may result in disqualification of the offending Respondent.
- 2.3 Pre-Proposal Inspections.** Respondents may not have the opportunity to conduct inspections of the Property (each an “Inspection”) prior to submitting a proposal for the Project. In lieu of Inspections, recent photography and videography of the Property is available as provided on Attachment B.
- 2.4 Negotiations.** JIA may negotiate, verbally or in writing, with the Respondent(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Respondent(s) may be asked to submit a revised written proposal. However, JIA reserves the right to accept a proposal as submitted;

accordingly, it is imperative that all Respondents present their best proposals in their initial submittals. Resolution of Lease terms may commence with the prospective successful Respondent. Respondents should be aware of the key Lease terms, attached, which will generally be required in any Lease with JIA. The Project proposal should contemplate these terms.

- 2.5 **JIA's Right to Request Additional Information.** Prior to award, JIA must be assured that the selected Respondent is reasonably likely to successfully perform under the Lease and Development Agreement. This assurance may include, but is not limited to, evidence of sufficient personnel with required skills, expertise and experience to perform; sufficient capital, financial resources and creditworthiness to perform; and prior experience and success in similar endeavors. In addition to any information submitted by a Respondent as part of a proposal, JIA may require Respondent submit additional information JIA deems reasonably necessary to provide the above assurance of Respondent's reasonable likelihood of performance. Respondents will respond promptly to any such request for additional information within the time stated by JIA for such response.
- 2.6 **Notice of Intent to Award.** After determining the proposal, if any, most advantageous to JIA (the "Recommended Proposal"), JIA personnel will give Notice of Intent to Award to the successful Respondent. The Notice of Intent to Award does not constitute a binding agreement; instead, it constitutes notice to the successful Respondent that JIA intends to put forward the Recommended Proposal to the Board for consideration and approval for award.
- 2.7 **Approval by JIA Board of Directors.** Following Notice of Intent to Award, JIA personnel will present the Recommended Proposal and its evaluation to the Board for consideration and approval at a meeting of the Board. The Board's approval, if any, will be given to that Respondent whose proposal will be most advantageous to JIA as determined by the Board in its sole discretion. The Board's approval of the Recommended Proposal does not constitute a binding agreement. In the event the Board does not approve the Recommended Proposal, JIA may request the successful Respondent revise or amend its proposal to address any deficiencies or other elements noted by the Board.
- 2.8 **Authorization and Execution of Lease.** Following expiration of any protest period (and resolution of any protest), and upon mutual agreement of Lease terms and a vote to enter the Lease by the Board, JIA and the successful Respondent will execute the Lease. The successful Respondent will be required to submit its certificate(s) of insurance and endorsement(s) and all required business and legal authorizations for contracting with JIA, prior to JIA's execution of the Lease. Following execution of the Lease, the Lease will govern the relationship of JIA and the successful Respondent.

Section 3

Proposal Evaluation and Award Factors

- 3.1** JIA will evaluate only timely submitted proposals responsive to the terms of this RFP. JIA will determine the proposal that represents the best value to JIA according to the general factors contained in this RFP. In evaluating proposals, JIA may utilize a review team that may include one or more JIA employees and outside individuals including contractors, design professionals, historic preservationists, island residents or other persons or individuals.
- 3.2** On the Close Date, JIA will open timely submitted proposals and determine whether proposals are responsive to the RFP; proposals determined to be non-responsive will be eliminated from further consideration.
- 3.3** JIA will evaluate Respondent's qualifications, expertise and experience. Respondent, and any principal or key employee of Respondent, and any principal or key employee of any contractor, subcontractor or similar person necessary for Respondent's performance of the proposal, consents to and will authorize JIA's contacting any person or organization, including conducting a criminal and financial background check, in order to make inquiries into the fitness, character, expertise, financial stability or other qualifications of such person regarding his, her or its ability to perform.
- 3.4** JIA may interview select Respondents and may request additional information to further evaluate proposals.
- 3.5** JIA will evaluate responsive proposals for substantive content. The following are general factors JIA may consider:
- (a) Quality and completeness of the proposal package;
 - (b) Qualifications, experience and track record of Respondent and Respondent's project team, including any past work with JIA and other governmental entities;
 - (c) Demonstrated financial resources, creditworthiness and capacity to perform, including anticipated capital and organizational structure;
 - (d) Long-term potential to operate the Project as a going concern;
 - (e) Cost of the Project, to include any anticipated costs to JIA;
 - (f) Anticipated economic impact to Jekyll Island and to JIA;
 - (g) Anticipated impact on vehicle and pedestrian traffic, potential for congestion and likelihood of compatibility with JIA and third-party business operations on Jekyll Island;
 - (h) Demonstrated understanding of Jekyll Island, the importance of the Project to the overall success of Jekyll Island, and the suitability of the Project within the Historic District;
 - (i) Quality and responsiveness of Respondent's interview presentation and responses to interviewers' questions;
 - (j) Viability of Respondent's proposed timeline for Project deliverables including implementation and operation and Respondent's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.
 - (k) Overall best fit for Jekyll Island based on all factors.
- 3.6** Where JIA determines that no proposal, if accepted, would be in the best interest of JIA, JIA may cancel the RFP.

Section 4

Instruction to Respondents for Submitting Proposals

4.1 **Proposal Contents.** Each proposal must contain at least the following information:

- (a) Cover Letter. The cover letter should summarize Respondent's company, key elements of Respondent's proposal and how Respondent's proposal will benefit Jekyll Island.
- (b) General Background and Relevant Experience.
 - (1) Respondent's Background. Describe the background, history and core competencies of Respondent's company, principals and key employees of Respondent's business and development team(s) and any contractor, subcontractor or similar person necessary for Respondent's performance of the proposal. Include resumes or CVs where appropriate.
 - (2) Relevant Experience and Projects. Describe in detail prior projects or work history relevant to this RFP, including any work performed for JIA or concerning Jekyll Island within the last ten years.
- (c) Statement of Project Understanding. Briefly describe the concept and scope of the Project proposal and the benefits to Jekyll Island.
- (d) Detailed Proposal. Include sufficient detail to allow JIA to evaluate the merits and feasibility of the proposal, the long-term viability of the proposal and its suitability for implementation within the Jekyll Island Historic District. The proposal should include the following:
 - (1) Concept Plan. The Concept Plan should address parking and service court designs, green space and landscaping designs, illustrative building elevations and any design elements for the grounds and any structures.
 - (2) Financing Plan. Provide pro forma detailing capital structure and sources and uses of funds, including lender commitments; capital expenses and anticipated operational revenues and liabilities. Additionally, please include any anticipated state or federal tax incentives and Respondent's request as to JIA's role in that process.
- (e) Project Schedule. Include a detailed estimated timeline for the Project from Lease execution through Project completion and operation. While not required, a Gantt Chart outlining key tasks and estimated durations is suggested. Also include a statement of any anticipated requirements or contingencies likely to affect the estimated Project timeline.
- (f) Any other information Respondent deems pertinent for consideration.

4.2 **Preparing the Proposal.** Respondent should carefully review all provisions and attachments of this RFP prior to submitting its proposal. All proposals must be:

- (a) Typewritten on standard letter-sized paper (e.g., 8-1/2" x 11"), except for schematics, elevations, exhibits, photographs and other graphical submittals, which may be submitted in standard dimensions based the document type.
- (b) Signed by Respondent's authorized representative as to any documents requiring signature.
- (c) Initialed and dated by Respondent's authorized signatory as to any corrections, erasures or addenda.
- (d) Complete, containing all required information described in this RFP.

4.3 **Submitting the Proposal.**

- (a) Proposals may be submitted via mail or hand delivery to
Jekyll Island Authority
ATTN: Noel Jensen, Deputy Executive Director
100 James Road
Jekyll Island, Georgia 31527
- (b) Proposals must be submitted in sealed opaque envelopes, plainly marked with the following:
RFP # 381
[Name of Respondent]
[Respondent's Point of Contact Preferred Email Address and Phone Number]
- (c) Proposal envelopes must contain five (5) hard copies and one (1) electronic copy (in PDF format on removable media) of the complete proposal with all supporting exhibits and documents.
- (d) Proposals must be received by JIA on or before the Close Date. Proposals not received by the Close Date will not be opened or considered.

Section 5

Protest

5.1 Right of Protest; Burden of Proof. Any Respondent who submitted a proposal and is aggrieved or adversely affected by a decision of JIA regarding the award of this RFP (the “Protester”) may file a protest of that award (the “Protest”) in accordance with this Section 5 challenging a violation of applicable law or a material deviation in the proposal award procedures (but excluding the evaluation and scoring of a proposal). No Protest shall lie with regard to an award unless the Protester shows, by a preponderance of the evidence, that:

- (a) The proposal award process violated applicable law; OR,
- (b) There was a material deviation from the process required by the RFP; AND,
- (c) The material deviation provided the putative successful Respondent with a competitive advantage not possessed by Protester; AND,
- (d) But for the deviation, Protester’s proposal would have been the Recommended Proposal.

5.2 Time for Filing Protest. Protests must be filed within time period stated in Section 2.1, Tentative Schedule of Events. A Protest is considered filed when received by the Executive Director at the offices of JIA. Incomplete or untimely filed Protests will not be valid or considered.

5.3 Form of Protest.

- (a) Protests must be in writing and filed in duplicate.
- (b) Protests must be signed by the authorized representative of the Protester and must include at minimum the following:
 - (1) The name and address of the Protester;
 - (2) A statement with particular facts and grounds identifying the basis for the Protest, including citation to any applicable laws;
 - (3) Supporting exhibits, evidence or documents to substantiate the Protest unless not available within the filing time; in which case the expected availability date shall be indicated. If a future expected availability date is given, the Protester must supplement the Protest when the additional materials become available and must indicate on the materials submitted that they are “supplemental” and indicate whether the submission of the materials constitutes the final submission of materials for the Protest (unless requested to submit additional materials by the Executive Director). Provided, however, that the Executive Director shall not be prohibited from making a decision on a Protest prior to receipt of final Protest materials from the Protester; and
 - (4) The form of relief requested.

5.4 Delivery of Protest. Protests must be mailed or hand delivered to the following address and marked as follows:

PROTEST - RFP # 381
Attn: Executive Director
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527

- 5.5 Stay of Award During Protest.** When a valid Protest has been timely filed, JIA will cease further action on the RFP until a final decision on the Protest has been issued by the Executive Director. Provided, however, where JIA determines in writing that an award without delay is necessary under the circumstances to protect the interests of JIA, and in such event, JIA may proceed with the award during the pendency of and subject to the Protest.
- 5.6 Information on Protests.** JIA will, upon receipt of written request, make available to any interested party information submitted that bears on the substance of the Protest except where such information is permitted or required to be withheld by applicable law. JIA may, at its discretion and without obligation, provide the putative successful Respondent an opportunity to review and respond to the Protest.
- 5.7 Decision on Protest.**
- (a) The Executive Director or his designee will review all timely filed Protests meeting the submittal requirements of this Section 5. Where the Executive Director determines the Protester has met its burden of proof, the Executive Director will issue a written decision on the Protest within 30 days after receipt of the Protest. The Executive Director will determine the appropriate remedy or remedies for a successful Protest, subject to Section 5.8. Remedies may be cumulative and include but are not limited to the following:
 - (1) Modification of the solicitation document and extension of the solicitation period;
 - (2) Cancellation of the solicitation;
 - (3) Cancellation of the selection or the award of contract; or
 - (4) Any other action allowed by applicable law.
- 5.8 Appeal to the Board.**
- (a) The Protester may within 10 days after receipt of the decision by the Executive Director, submit an appeal to the Board; provided, however, no appeal will lie for a Protest not timely filed.
 - (b) The appeal must contain a short and plain statement of the basis for the appeal and the relief requested, together with a copy of the original Protest and a copy of the decision of the Executive Director.
 - (c) The appeal must be mailed or hand delivered to the following address and marked as follows:
PROTEST APPEAL - RFP # 381
Chairman, Board of Directors
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527
 - (d) Protester may request a hearing before the Board, but it shall be within the discretion of the Board to grant a hearing. If granted, the Board may establish a reasonable procedure for the conduct of such hearing not in conflict with applicable law, including by conducting the hearing by telephonic or video means and setting reasonable time limits for presentation and argument.
 - (e) The Board will have 30 days after an appeal is filed or a hearing is held, whichever is later, to consider and decide the appeal. This period may be extended for good cause for a reasonable time not to exceed 30 days, barring extraordinary circumstances justifying a longer extension,

including, but not limited to, such events as hurricanes.

(f) The Board's decision shall be in writing and shall be sent to the Protester.

(g) The decision of the Board shall be final, and no further appeal will be allowed.

5.9 Protest and Appeal Costs and Expenses. Protester will be solely responsible for all Protester's costs and expenses arising from or relating to a Protest and any appeal. In no event will JIA be liable to any person for any costs or expenses arising from or relating to a Protest of this RFP or any appeal.

5.10 Exclusive Remedy. The procedures stated in this Section 5 constitute the exclusive method for asserting a claim against JIA arising out of or relating to an award under this RFP.

Section 6

General Terms and Conditions

Respondent's submittal of a proposal and any supplemental or revised proposal is subject to the following General Terms and Conditions:

- 6.1 Participation at Respondent's Risk.** Respondent participates in this RFP at Respondent's own risk and expense. Respondent will be solely responsible for all costs and expenses incurred by Respondent, or by any person acting for or on behalf of Respondent, arising from or relating to this RFP, the submittal of Respondent's proposal, and the negotiation and execution of any Lease relating to this RFP.
- 6.2 JIA Reserved Rights Concerning this RFP and Proposals.**
- (a) JIA reserves the right to waive any irregularities or technicalities in proposals where such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject any proposal that is: not materially complete; not responsive; not based on sound methodologies, business principles or realistic financial or budgetary assumptions; submitted by a Respondent who has previously failed to perform properly or complete on time any similar project or agreement with JIA; not compatible with the character of Jekyll Island generally or the National Historic Landmark District; or contrary to applicable laws. JIA reserves the right to accept an offer or proposal other than the highest offer monetarily.
 - (b) JIA reserves the right to amend this RFP prior to the Close Date. JIA will give notice of any such amendment via email to any Respondent who has requested notice via email and post the same to the JIA Website. Each Respondent is individually responsible for reviewing any amendment and any other posted documents relating to this RFP. Respondents are encouraged to check the JIA Website periodically prior to submitting a proposal. Notwithstanding any provision of this RFP to the contrary, JIA reserves the right to reject all proposals and cancel the RFP at any time in its sole discretion.
- 6.3 Errors or Omissions.** Any obvious errors or omissions in any specifications shall not inure to the benefit of the Respondent but shall put the Respondent on notice to inquire of or identify the same to the JIA. Respondents should make every effort to ensure proposals are complete and correct. Respondents are expected to fully inform themselves as to the conditions, requirements and specifications of the Property and the Project before submitting proposals.
- 6.4 Compliance with Laws.**
- (a) Generally. Respondents should ensure the proposal and Project will comply with all applicable laws and that Respondent and any contractor or subcontractor will obtain and maintain all approvals, certificates, licenses, permits, liability insurance, workman's compensation insurance required by applicable laws and necessary for performance of the Project prior to execution of the Lease and at all times thereafter.
 - (b) Equal Employment Opportunity. Respondent must abide by all applicable laws regarding nondiscrimination and equal employment opportunity practices.
 - (c) ADA Guidelines. Respondents should contact JIA at least one day in advance if they require special accessibility arrangements relating to this RFP. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired. Respondents should be familiar with all Americans with Disabilities Act requirements pertaining to design standards, including those applicable to

historic buildings.

- (d) Immigration and Work Authorization Compliance. Respondents must be prepared to comply with all applicable laws pertaining to the lawful presence and work authorization for employees, contractors and subcontracts. The successful Respondent will be required to register for and implement E-Verify prior to execution of the Lease.

6.5 Liability Provisions. Where Respondent enters or goes onto JIA property in order to inspect the Property or prepare the proposal, Respondent does so at its own risk and expense. By submitting a Proposal, the successful Proposer hereby agrees to indemnify, defend and hold harmless JIA, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the “Indemnitees”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, or property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of a proposal, including any Inspections, by the Respondent or its agents, employees, associates, subcontractors or others working for or on behalf of Respondent.

6.6 Cone of Silence. Lobbying of JIA personnel, including Board members, regarding this RFP, or contract by any employee, member or agent of Respondent is strictly prohibited. Respondent must only contact the JIA point of contact as provided in this RFP.

6.7 Confidentiality and Georgia Open Records Act.

- (a) Public Records. Proposals submitted to JIA become public records subject to public inspection in accordance with applicable laws, including the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. seq., unless those records are otherwise exempt from disclosure. JIA shall have no liability under any theory in the event proposals are obtained by parties other than JIA.
- (b) Trade Secrets. In the event Respondent submits information Respondent believes constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, Respondent must follow the procedure set forth in O.C.G.A. § 50-18-72(a)(34) to designate that information as confidential. JIA will strictly construe any exemptions from disclosure in accordance with Georgia law.

6.8 Insurance Provisions.

- (a) JIA is under no obligation to insure Respondent’s possessions, personnel or property.
- (b) Respondent must obtain and maintain insurance coverages for general commercial liability, worker’s compensation and employer’s liability, and any other coverages that may apply to Respondent’s Inspections or other entry on JIA property for the purpose of this RFP. The successful Respondent will be required to obtain and maintain policies of insurance applicable to the Property and the Project prior to execution of the Lease on terms acceptable to JIA.
- (c) All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.
- (d) Respondent must provide certificates of insurance evidencing the coverages stated above upon request and prior to entry onto JIA property for Inspections.

Attachment A
District Shops at Historic Pier Road
Project Concepts

Illustrative Concepts for the District Shops



THE DISTRICT SHOPS • AT HISTORIC PIER ROAD

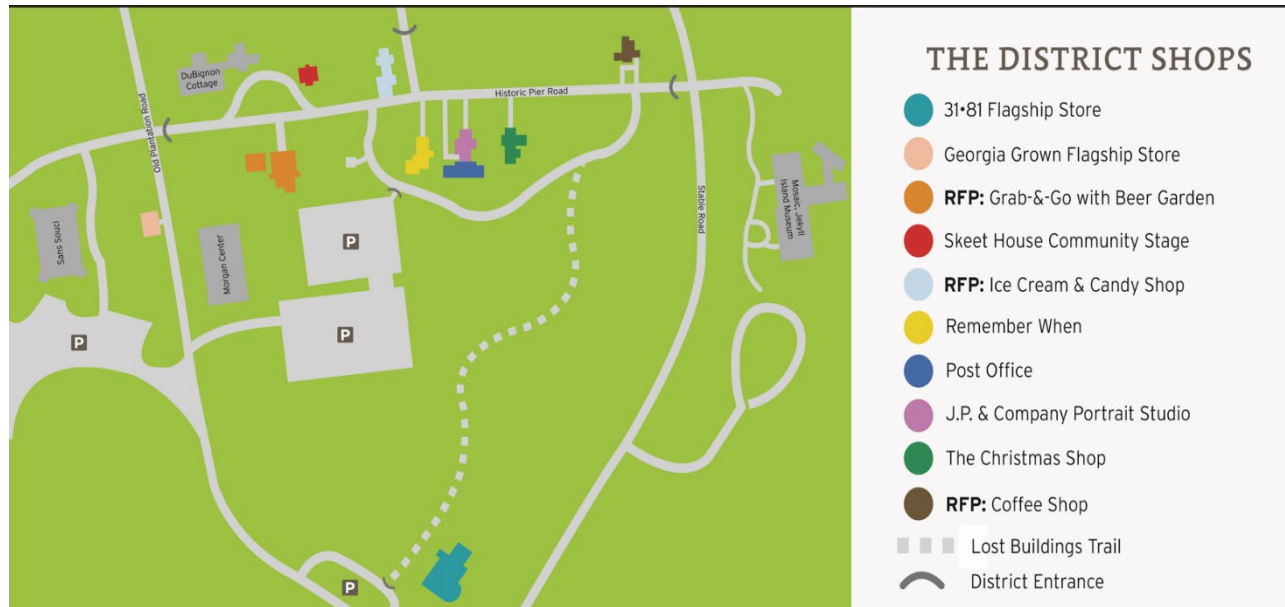
Illustrative Concepts for the Project



RFP: GRAB & GO RESTAURANT WITH BEER GARDEN

Attachment B

Concept Map of the District Shops at Historic Pier Road



THE DISTRICT SHOPS AT HISTORIC PIER ROAD

Property Photos and Videos:

<https://www.dropbox.com/scl/fo/6lpqla5daridgcgr0n8ft/APVFbYvw6ChzRrhcttTKdhQ?rlkey=fwi1ey83z865cnplccdimdtec&st=9d9f1luk&dl=0>

Google Maps Location Page:

<https://maps.app.goo.gl/6UpiTadG8tV7SRTy5>

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: ZACHARY B. HARRIS, GENERAL COUNSEL
SUBJECT: REQUEST FOR PROPOSAL 382 COFFEE SHOP PIER ROAD
DATE: MAY 21, 2024

Background.

JIA staff identified a need for revitalizing the Pier Road shopping area of the Jekyll Island National Landmark Historic District. This Board received a briefing at its January 2024 meeting concerning concepts for the District Shops at Historic Pier Road, a collection of new shops and attractions planned for Historic Pier Road. This effort includes request for proposals for several amenities intended to promote greater socializing, longer browsing and increased activation. One amenity identified for addition was a coffee shop.

The goal of this RFP is to select a lessee who will further the revitalization of Jekyll Island with a high-quality coffee shop and socializing space at a primary entrance to Pier Road. Planned for 32 Pier Road (the “Property”), currently a retail outlet, this RFP concept will provide both high-quality daily coffee and light fare food service that encourages browsing along Historic Pier Road and the Historic District.

Upon selection, the successful Respondent will enter a lease for the Property from JIA according to more or less standard commercial lease terms. Additionally, the lease will contain percentage rent and operating covenants intended to incentivize regular and productive operation of the Property. The lease will be subject to Board review and approval. The RFP will be posted publicly following this Board meeting and evaluated according to the RFP criteria. Proposals will be due July 8, 2024, for evaluation with a Board vote on the award and lease at the August 20, 2024, Board meeting.



Request for Proposal # 382

for

Coffee Shop

at

The District Shops at Historic Pier Road
32 Pier Road, Jekyll Island, Georgia 31570

Date Issued:

May 21, 2024

Deadline to Submit Proposals:

Monday, July 8, 2024

2:00 P.M. Eastern

Section 1

General Background and Project Information

1.1 Overview.

This Request for Proposal (“RFP”) is an invitation by the Jekyll Island State Park Authority (“JIA”) to qualified persons to submit proposals for the lease and operation of 32 Pier Road, Jekyll Island, Georgia (hereinafter the “Property”) located within the District Shops at Historic Pier Road as a coffee shop (collectively, the “Project”). Information on the requested Project concept and the Property are provided in Attachments A and B.

The goal of this RFP is to select a lessee who will further the revitalization of Jekyll Island with a successful Project complementing Jekyll Island’s National Historic Landmark District “Millionaires’ Village” and the mission and purpose of JIA. This Project offers the successful respondent a unique opportunity to leave a lasting impression on a true Jekyll Island treasure.

JIA will review and evaluate for a potential award all responsive proposals timely submitted in accordance with this RFP, and following evaluation, JIA personnel will make a preliminary recommendation to the JIA Board of Directors (the “Board”) for consideration and approval. Subject to and following Board approval, JIA personnel and the successful respondent will negotiate and execute a lease for the Property (the “Lease”) on JIA’s standard terms and the lessee will commence restoration and/or build out and operation of the Property in accordance with the Lease. The Lessee will be required to coordinate design and construction plans, marketing, menu and branding plans, and operational plans with JIA, including with JIA Historic Resources personnel, to ensure the Project design complements the Historic District and JIA’s goals for Jekyll Island.

1.2 Background on Jekyll Island and the JIA.

- (a) Jekyll Island. Jekyll Island is a unique, state-owned barrier island that balances conserving and preserving natural, historic and cultural resources with providing accessible, affordable recreation, vacation, and educational opportunities for the people of Georgia and beyond. Surrounded by picturesque marshes and breathtaking oceanfront, Jekyll Island is a peaceful coastal habitat. The barrier island contains one of the few remaining intact maritime forests on the Eastern seaboard. Originally inhabited by Native Americans, Jekyll was explored by the French and Spanish and first settled by the English. From early settlers to America’s social elite to today’s young explorers, this special barrier island has captured imaginations for generations. Now a top-ten ranked tourist destination, Jekyll Island hosts more than 3.5 million visitors annually.
- (b) Jekyll Island Authority. Recognizing the natural beauty and vibrant history of Jekyll Island set it apart from any other coastal destination, the Governor and the Georgia General Assembly established Jekyll Island as a State Park in 1947, entrusting its care and preservation to the Jekyll Island State Park Authority in 1950. Since its inception, JIA has conserved Jekyll Island’s natural and historic resources, while ensuring it remains an inviting destination for residents and guests. Today, JIA is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.
- (c) District Shops at Historic Pier Road. The District Shops at Historic Pier Road, opening Spring of 2025, is a revitalized shopping and experiential destination located in the heart of Jekyll Island’s National Historic Landmark District. This mixed-use avenue will provide a vibrant and curated selection of retail, dining and recreational experiences with seamless connection to the larger historic district. The District Shops at Historic Pier Road are anchored by the

nationally recognized Georgia Sea Turtle Center, Mosaic, Jekyll Island Museum and the renowned Jekyll Island Club Resort, the District Shops at Historic Pier Road offer ample parking, walkable paths and trails for easy pedestrian and bicycle access. Historically, Pier Road was considered the heart of the service area for the Jekyll Island Club, holding many support structures and activities necessary to maintain and service the Club and its fashionable members. Most of these structures consisted of employee dwellings and dormitories, food service, trades and retail spaces. JIA, with the help of community partners, has preserved some of these historic structures and operated or leased them over the years as retail shops. Now renovated and reimagined, the District Shops at Historic Pier Road are positioned to enjoy regular foot traffic, repeat clientele and year-round spending from island visitors, hotel guests, residents and employees.

- (d) 32 Pier Road, Jekyll Island. It required an array of workers and dedicated attention to detail to provide the superior service and life of luxury expected by the members of the Jekyll Island Club. The Club bookkeeper served an essential role in fulfilling those expectations and keeping the island running smoothly. Known today as the Bookkeeper's Cottage (also as Stephen's Cottage) the Property was constructed around 1900 to provide housing for this essential staff member. Seated prominently at the entrance to Historic Pier Road the Property is steps from the Georgia Sea Turtle Center, the Mosaic Jekyll Island Museum and the historic Jekyll Island Club Hotel with clear visibility from vehicle traffic on Stable Road. This rare property is now made available for lease from JIA for operation as a coffee shop.

1.3 Property Information. The Property includes the building located at 32 Pier Road, Jekyll Island, Glynn County, Georgia, as more particularly shown on Attachment A. The Property currently consists of approximately 746 square feet of heated/cooled floor area. A gravel parking lot is adjacent to the Property. JIA is open to adding square footage to the Property for an outdoor patio, depending on the Project proposal and subject to negotiation.

1.4 Jekyll Island Commercial Lease Structure. All real property on Jekyll Island not held by JIA is leased. JIA is vested with broad authority to negotiate and structure leases in the manner most advantageous to JIA in meeting its statutory missions. Historically, JIA has employed a flexible approach to its leasing program to accommodate commercial development and dynamic market conditions. While individual lease terms have varied depending on the size and location of parcels, the nature and cost of the development proposed, and the importance of projects to redevelopment and revitalization, JIA's commercial leases share common characteristics including base rent and percentage rent, insurance and maintenance obligations and records inspection and retention requirements. For this RFP, Respondents are advised the following general lease terms will apply to the Property.

- (a) Minimum Term of Lease. JIA anticipates a minimum lease term of 5 years.
- (b) Renewal Options. JIA anticipates options to renew for 2 additional terms of 2 years each, provided the lessee is not then in default. Additional renewal terms are subject to negotiation and are not guaranteed.
- (c) Rental and Other Charges. The lease will include both percentage rent and base rent. Respondents should prepare proposals with these recurring commitments in mind.
 - (1) Base Rent. Initial Base rent will be approximately \$16.00 per square foot annually, subject to annual rental adjustments based on the Consumer Price Index or comparable methodology.
 - (2) Percentage Rent. Percentage rent will be set at four percent (4%) of gross sales. Respondent may include proposed alternative percentage rent schedules it wishes JIA to

consider in its proposal.

- (3) **Water/Sewer Fees.** JIA operates municipal water and sewer service, and both water and sewer service are available to the Property to within five feet of the structure. Connection to water and sewer will be mandatory and at the lessee's expense. Recurring water and sewer service fees will be based on usage and billed separately. Lessee will be responsible for installing and maintaining an appropriately sized grease trap/grease interceptor for the Project, if applicable.
- (d) **Garbage Service.** JIA may provide or cause to be provided standard trash service appropriate for the Property, including trash cans or trash compactors, the costs of which will be paid by Lessee. The use of dumpsters at the Property or along Pier Road will not be permitted.
- (e) **Other Utilities.** Utilities such as electrical power, telecommunications and other services are available to service the Property by third-party utility providers. Respondents are advised to conduct their due diligence on pricing and connection requirements of utility providers.
- (f) **JIA's Responsibilities.** JIA will install an appropriately sized commercial electric service panel prior to occupancy of the Property. Other obligations of JIA as landlord are subject to negotiation; provided, however, lessee will be primarily responsible for maintenance and repair of the Property except for those items enumerated in the Lease that will remain the responsibility of JIA.
- (g) **Lessee's Responsibilities.** In addition to the obligations to develop the Project as contemplated in this RFP, Respondents should anticipate obligations under the Lease comparable to other commercial leases on Jekyll Island including without limitation, operating covenants and annual performance and production minimums appropriate for a high-traffic tourism and hospitality destination, maintaining books and records and reporting of sales in accordance with percentage rent obligations, and maintaining and operating the Property in a first-rate manner in accordance with applicable laws, including the Jekyll Island Code of Ordinances and the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. Lessee will be required to procure and maintain regular waste cooking oil and grease disposal, if applicable to the Project.
- (h) **Personal Guaranty.** JIA may require one or more principals of the lessee, or third parties of sufficient means and creditworthiness, to guarantee the full, faithful and prompt performance of all lessee obligations under the Lease. Respondent should consider this contingency in its proposal.
- (i) **Background Checks and References.** JIA will conduct a background and reference check, to include a credit check, on the successful Respondent and any principals or key employees having significant managerial or operational roles, prior to executing the Lease. Respondents should be prepared to provide authorization for background checks, character references and financial references (e.g., from institutional lenders) upon request.
- (j) **Business Authorizations.** The successful Respondent must meet all legal requirements to do business in and contract with the State of Georgia prior to JIA executing the Lease, including, without limitation, participation in verification of lawful presence verification (i.e., E-Verify), workers' compensation insurance programs, Drug-Free Workplace requirements, and other requirements for contracting with state entities. The successful Respondent must be able to obtain all required permits to operate the Project, including without limitation, all food service and alcohol permits required by applicable laws, including the Jekyll Island Code of Ordinances and Georgia Department of Public Health regulations.

1.5 Studies and Reference Materials. The following documents may aide the Respondent in preparing a responsive proposal.

- (a) 2021 Jekyll Island Master Plan: [https://www.jekyllisland.com/ authority/documents/master-plan/](https://www.jekyllisland.com/authority/documents/master-plan/)
- (b) 2018 Jekyll Island Carrying Capacity & Infrastructure Assessment: <https://www.jekyllisland.com/authority/documents/jekyll-island-carrying-capacity-infrastructure-assessment/>
- (c) District Shops at Historic Pier Road Board Materials:
<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:9fcf74c2-cd54-42ff-acda-20296f951ec6?viewer%21megaVerb=group-discover>
- (d) Other Helpful Documents: <https://www.jekyllisland.com/authority/documents/>

Section 2 Process

- 2.1 Tentative Schedule of Events.** This schedule of events represents JIA’s best estimate of the schedule that will be followed. Delays may occur that may necessitate adjustments to the proposed schedule, and if a component of this schedule is delayed, JIA may adjust the remainder of the schedule appropriately. JIA will give notice via email to prospective respondents (each a “Respondent”) who have requested notice via email of any such adjustment and post the same to the JIA website at <https://www.jekyllisland.com/authority/rfps/> (the “JIA Website”).

Description	Date and Time
Written Questions and Requests for Clarification Due	June 7, 2024 at 5:00 p.m. ET
Responses to Written Questions and Requests for Clarifications Posted	June 14, 2024 at 5:00 p.m. ET
Proposals Due (“Close Date”) Proposal Opening Date	July 8, 2024 at 2:00 p.m. ET
Proposal Evaluation Completed (on or about)	One to Three Weeks after Close Date
Respondent Interviews	One to Three Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	One to Three Weeks after Close Date
Negotiation and Resolution of Lease Terms	Prior to Consideration of Board Approval
Consideration and Approval of Recommended Proposal by JIA Board of Directors	August 20, 2024
Deadline to file Protest of Award	5 calendar days after JIA Board Approval or within 10 calendar days of after the Protester knows or should have known of the occurrence of the action under Protest, whichever is earlier

- 2.2 Respondent Questions and Inquiries.** Following posting of this RFP, Respondents may submit written questions and requests for clarification on a rolling basis via email to Noel Jensen at njensen@jekyllisland.com. JIA will respond in writing to written questions and post the responses on the JIA Website. If answers to submitted questions materially change the conditions and specifications of this RFP, JIA will send notice via email to Respondents who have requested notice via email and post an amendment or update to the RFP on the JIA Website. JIA personnel will not respond to questions except in writing, and no oral statement regarding this RFP will be binding on JIA. Respondents must include their company names and contact information when submitting questions and requests for clarifications. Respondents may not contact JIA personnel (including members of the JIA Board of Directors (hereinafter the “Board”)) regarding this RFP other than as expressly provided in this RFP. Failure to abide by these restrictions and procedures may result in disqualification of the offending Respondent.
- 2.3 Pre-Proposal Inspections.** Respondents may not have the opportunity to conduct inspections of the Property (each an “Inspection”) prior to submitting a proposal for the Project. In lieu of Inspections, recent photography and videography of the Property is available as provided on Attachment B.
- 2.4 Negotiations.** JIA may negotiate, verbally or in writing, with the Respondent(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Respondent(s) may be asked to submit a revised written proposal. However, JIA reserves the right to accept a proposal as submitted;

accordingly, it is imperative that all Respondents present their best proposals in their initial submittals. Resolution of Lease terms may commence with the prospective successful Respondent. Respondents should be aware of the key Lease terms, attached, which will generally be required in any Lease with JIA. The Project proposal should contemplate these terms.

- 2.5 **JIA's Right to Request Additional Information.** Prior to award, JIA must be assured that the selected Respondent is reasonably likely to successfully perform under the Lease and Development Agreement. This assurance may include, but is not limited to, evidence of sufficient personnel with required skills, expertise and experience to perform; sufficient capital, financial resources and creditworthiness to perform; and prior experience and success in similar endeavors. In addition to any information submitted by a Respondent as part of a proposal, JIA may require Respondent submit additional information JIA deems reasonably necessary to provide the above assurance of Respondent's reasonable likelihood of performance. Respondents will respond promptly to any such request for additional information within the time stated by JIA for such response.
- 2.6 **Notice of Intent to Award.** After determining the proposal, if any, most advantageous to JIA (the "Recommended Proposal"), JIA personnel will give Notice of Intent to Award to the successful Respondent. The Notice of Intent to Award does not constitute a binding agreement; instead, it constitutes notice to the successful Respondent that JIA intends to put forward the Recommended Proposal to the Board for consideration and approval for award.
- 2.7 **Approval by JIA Board of Directors.** Following Notice of Intent to Award, JIA personnel will present the Recommended Proposal and its evaluation to the Board for consideration and approval at a meeting of the Board. The Board's approval, if any, will be given to that Respondent whose proposal will be most advantageous to JIA as determined by the Board in its sole discretion. The Board's approval of the Recommended Proposal does not constitute a binding agreement. In the event the Board does not approve the Recommended Proposal, JIA may request the successful Respondent revise or amend its proposal to address any deficiencies or other elements noted by the Board.
- 2.8 **Authorization and Execution of Lease.** Following expiration of any protest period (and resolution of any protest), and upon mutual agreement of Lease terms and a vote to enter the Lease by the Board, JIA and the successful Respondent will execute the Lease. The successful Respondent will be required to submit its certificate(s) of insurance and endorsement(s) and all required business and legal authorizations for contracting with JIA, prior to JIA's execution of the Lease. Following execution of the Lease, the Lease will govern the relationship of JIA and the successful Respondent.

Section 3

Proposal Evaluation and Award Factors

- 3.1** JIA will evaluate only timely submitted proposals responsive to the terms of this RFP. JIA will determine the proposal that represents the best value to JIA according to the general factors contained in this RFP. In evaluating proposals, JIA may utilize a review team that may include one or more JIA employees and outside individuals including contractors, design professionals, historic preservationists, island residents or other persons or individuals.
- 3.2** On the Close Date, JIA will open timely submitted proposals and determine whether proposals are responsive to the RFP; proposals determined to be non-responsive will be eliminated from further consideration.
- 3.3** JIA will evaluate Respondent's qualifications, expertise and experience. Respondent, and any principal or key employee of Respondent, and any principal or key employee of any contractor, subcontractor or similar person necessary for Respondent's performance of the proposal, consents to and will authorize JIA's contacting any person or organization, including conducting a criminal and financial background check, in order to make inquiries into the fitness, character, expertise, financial stability or other qualifications of such person regarding his, her or its ability to perform.
- 3.4** JIA may interview select Respondents and may request additional information to further evaluate proposals.
- 3.5** JIA will evaluate responsive proposals for substantive content. The following are general factors JIA may consider:
- (a) Quality and completeness of the proposal package;
 - (b) Qualifications, experience and track record of Respondent and Respondent's project team, including any past work with JIA and other governmental entities;
 - (c) Demonstrated financial resources, creditworthiness and capacity to perform, including anticipated capital and organizational structure;
 - (d) Long-term potential to operate the Project as a going concern;
 - (e) Cost of the Project, to include any anticipated costs to JIA;
 - (f) Anticipated economic impact to Jekyll Island and to JIA;
 - (g) Anticipated impact on vehicle and pedestrian traffic, potential for congestion and likelihood of compatibility with JIA and third-party business operations on Jekyll Island;
 - (h) Demonstrated understanding of Jekyll Island, the importance of the Project to the overall success of Jekyll Island, and the suitability of the Project within the Historic District;
 - (i) Quality and responsiveness of Respondent's interview presentation and responses to interviewers' questions;
 - (j) Viability of Respondent's proposed timeline for Project deliverables including implementation and operation and Respondent's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.
 - (k) Overall best fit for Jekyll Island based on all factors.
- 3.6** Where JIA determines that no proposal, if accepted, would be in the best interest of JIA, JIA may cancel the RFP.

Section 4

Instruction to Respondents for Submitting Proposals

4.1 **Proposal Contents.** Each proposal must contain at least the following information:

- (a) Cover Letter. The cover letter should summarize Respondent's company, key elements of Respondent's proposal and how Respondent's proposal will benefit Jekyll Island.
- (b) General Background and Relevant Experience.
 - (1) Respondent's Background. Describe the background, history and core competencies of Respondent's company, principals and key employees of Respondent's business and development team(s) and any contractor, subcontractor or similar person necessary for Respondent's performance of the proposal. Include resumes or CVs where appropriate.
 - (2) Relevant Experience and Projects. Describe in detail prior projects or work history relevant to this RFP, including any work performed for JIA or concerning Jekyll Island within the last ten years.
- (c) Statement of Project Understanding. Briefly describe the concept and scope of the Project proposal and the benefits to Jekyll Island.
- (d) Detailed Proposal. Include sufficient detail to allow JIA to evaluate the merits and feasibility of the proposal, the long-term viability of the proposal and its suitability for implementation within the Jekyll Island Historic District. The proposal should include the following:
 - (1) Concept Plan. The Concept Plan should address parking and service court designs, green space and landscaping designs, illustrative building elevations and any design elements for the grounds and any structures.
 - (2) Financing Plan. Provide pro forma detailing capital structure and sources and uses of funds, including lender commitments; capital expenses and anticipated operational revenues and liabilities. Additionally, please include any anticipated state or federal tax incentives and Respondent's request as to JIA's role in that process.
- (e) Project Schedule. Include a detailed estimated timeline for the Project from Lease execution through Project completion and operation. While not required, a Gantt Chart outlining key tasks and estimated durations is suggested. Also include a statement of any anticipated requirements or contingencies likely to affect the estimated Project timeline.
- (f) Any other information Respondent deems pertinent for consideration.

4.2 **Preparing the Proposal.** Respondent should carefully review all provisions and attachments of this RFP prior to submitting its proposal. All proposals must be:

- (a) Typewritten on standard letter-sized paper (e.g., 8-1/2" x 11"), except for schematics, elevations, exhibits, photographs and other graphical submittals, which may be submitted in standard dimensions based the document type.
- (b) Signed by Respondent's authorized representative as to any documents requiring signature.
- (c) Initialed and dated by Respondent's authorized signatory as to any corrections, erasures or addenda.
- (d) Complete, containing all required information described in this RFP.

4.3 **Submitting the Proposal.**

- (a) Proposals may be submitted via mail or hand delivery to
Jekyll Island Authority
ATTN: Noel Jensen, Deputy Executive Director
100 James Road
Jekyll Island, Georgia 31527
- (b) Proposals must be submitted in sealed opaque envelopes, plainly marked with the following:
RFP # 382
[Name of Respondent]
[Respondent's Point of Contact Preferred Email Address and Phone Number]
- (c) Proposal envelopes must contain five (5) hard copies and one (1) electronic copy (in PDF format on removable media) of the complete proposal with all supporting exhibits and documents.
- (d) Proposals must be received by JIA on or before the Close Date. Proposals not received by the Close Date will not be opened or considered.

Section 5

Protest

5.1 Right of Protest; Burden of Proof. Any Respondent who submitted a proposal and is aggrieved or adversely affected by a decision of JIA regarding the award of this RFP (the “Protester”) may file a protest of that award (the “Protest”) in accordance with this Section 5 challenging a violation of applicable law or a material deviation in the proposal award procedures (but excluding the evaluation and scoring of a proposal). No Protest shall lie with regard to an award unless the Protester shows, by a preponderance of the evidence, that:

- (a) The proposal award process violated applicable law; OR,
- (b) There was a material deviation from the process required by the RFP; AND,
- (c) The material deviation provided the putative successful Respondent with a competitive advantage not possessed by Protester; AND,
- (d) But for the deviation, Protester’s proposal would have been the Recommended Proposal.

5.2 Time for Filing Protest. Protests must be filed within time period stated in Section 2.1, Tentative Schedule of Events. A Protest is considered filed when received by the Executive Director at the offices of JIA. Incomplete or untimely filed Protests will not be valid or considered.

5.3 Form of Protest.

- (a) Protests must be in writing and filed in duplicate.
- (b) Protests must be signed by the authorized representative of the Protester and must include at minimum the following:
 - (1) The name and address of the Protester;
 - (2) A statement with particular facts and grounds identifying the basis for the Protest, including citation to any applicable laws;
 - (3) Supporting exhibits, evidence or documents to substantiate the Protest unless not available within the filing time; in which case the expected availability date shall be indicated. If a future expected availability date is given, the Protester must supplement the Protest when the additional materials become available and must indicate on the materials submitted that they are “supplemental” and indicate whether the submission of the materials constitutes the final submission of materials for the Protest (unless requested to submit additional materials by the Executive Director). Provided, however, that the Executive Director shall not be prohibited from making a decision on a Protest prior to receipt of final Protest materials from the Protester; and
 - (4) The form of relief requested.

5.4 Delivery of Protest. Protests must be mailed or hand delivered to the following address and marked as follows:

PROTEST - RFP # 382
Attn: Executive Director
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527

- 5.5 Stay of Award During Protest.** When a valid Protest has been timely filed, JIA will cease further action on the RFP until a final decision on the Protest has been issued by the Executive Director. Provided, however, where JIA determines in writing that an award without delay is necessary under the circumstances to protect the interests of JIA, and in such event, JIA may proceed with the award during the pendency of and subject to the Protest.
- 5.6 Information on Protests.** JIA will, upon receipt of written request, make available to any interested party information submitted that bears on the substance of the Protest except where such information is permitted or required to be withheld by applicable law. JIA may, at its discretion and without obligation, provide the putative successful Respondent an opportunity to review and respond to the Protest.
- 5.7 Decision on Protest.**
- (a) The Executive Director or his designee will review all timely filed Protests meeting the submittal requirements of this Section 5. Where the Executive Director determines the Protester has met its burden of proof, the Executive Director will issue a written decision on the Protest within 30 days after receipt of the Protest. The Executive Director will determine the appropriate remedy or remedies for a successful Protest, subject to Section 5.8. Remedies may be cumulative and include but are not limited to the following:
 - (1) Modification of the solicitation document and extension of the solicitation period;
 - (2) Cancellation of the solicitation;
 - (3) Cancellation of the selection or the award of contract; or
 - (4) Any other action allowed by applicable law.
- 5.8 Appeal to the Board.**
- (a) The Protester may within 10 days after receipt of the decision by the Executive Director, submit an appeal to the Board; provided, however, no appeal will lie for a Protest not timely filed.
 - (b) The appeal must contain a short and plain statement of the basis for the appeal and the relief requested, together with a copy of the original Protest and a copy of the decision of the Executive Director.
 - (c) The appeal must be mailed or hand delivered to the following address and marked as follows:
PROTEST APPEAL - RFP # 382
Chairman, Board of Directors
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527
 - (d) Protester may request a hearing before the Board, but it shall be within the discretion of the Board to grant a hearing. If granted, the Board may establish a reasonable procedure for the conduct of such hearing not in conflict with applicable law, including by conducting the hearing by telephonic or video means and setting reasonable time limits for presentation and argument.
 - (e) The Board will have 30 days after an appeal is filed or a hearing is held, whichever is later, to consider and decide the appeal. This period may be extended for good cause for a reasonable time not to exceed 30 days, barring extraordinary circumstances justifying a longer extension,

including, but not limited to, such events as hurricanes.

(f) The Board's decision shall be in writing and shall be sent to the Protester.

(g) The decision of the Board shall be final, and no further appeal will be allowed.

5.9 Protest and Appeal Costs and Expenses. Protester will be solely responsible for all Protester's costs and expenses arising from or relating to a Protest and any appeal. In no event will JIA be liable to any person for any costs or expenses arising from or relating to a Protest of this RFP or any appeal.

5.10 Exclusive Remedy. The procedures stated in this Section 5 constitute the exclusive method for asserting a claim against JIA arising out of or relating to an award under this RFP.

Section 6

General Terms and Conditions

Respondent's submittal of a proposal and any supplemental or revised proposal is subject to the following General Terms and Conditions:

- 6.1 Participation at Respondent's Risk.** Respondent participates in this RFP at Respondent's own risk and expense. Respondent will be solely responsible for all costs and expenses incurred by Respondent, or by any person acting for or on behalf of Respondent, arising from or relating to this RFP, the submittal of Respondent's proposal, and the negotiation and execution of any Lease relating to this RFP.
- 6.2 JIA Reserved Rights Concerning this RFP and Proposals.**
- (a) JIA reserves the right to waive any irregularities or technicalities in proposals where such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject any proposal that is: not materially complete; not responsive; not based on sound methodologies, business principles or realistic financial or budgetary assumptions; submitted by a Respondent who has previously failed to perform properly or complete on time any similar project or agreement with JIA; not compatible with the character of Jekyll Island generally or the National Historic Landmark District; or contrary to applicable laws. JIA reserves the right to accept an offer or proposal other than the highest offer monetarily.
 - (b) JIA reserves the right to amend this RFP prior to the Close Date. JIA will give notice of any such amendment via email to any Respondent who has requested notice via email and post the same to the JIA Website. Each Respondent is individually responsible for reviewing any amendment and any other posted documents relating to this RFP. Respondents are encouraged to check the JIA Website periodically prior to submitting a proposal. Notwithstanding any provision of this RFP to the contrary, JIA reserves the right to reject all proposals and cancel the RFP at any time in its sole discretion.
- 6.3 Errors or Omissions.** Any obvious errors or omissions in any specifications shall not inure to the benefit of the Respondent but shall put the Respondent on notice to inquire of or identify the same to the JIA. Respondents should make every effort to ensure proposals are complete and correct. Respondents are expected to fully inform themselves as to the conditions, requirements and specifications of the Property and the Project before submitting proposals.
- 6.4 Compliance with Laws.**
- (a) Generally. Respondents should ensure the proposal and Project will comply with all applicable laws and that Respondent and any contractor or subcontractor will obtain and maintain all approvals, certificates, licenses, permits, liability insurance, workman's compensation insurance required by applicable laws and necessary for performance of the Project prior to execution of the Lease and at all times thereafter.
 - (b) Equal Employment Opportunity. Respondent must abide by all applicable laws regarding nondiscrimination and equal employment opportunity practices.
 - (c) ADA Guidelines. Respondents should contact JIA at least one day in advance if they require special accessibility arrangements relating to this RFP. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired. Respondents should be familiar with all Americans with Disabilities Act requirements pertaining to design standards, including those applicable to

historic buildings.

- (d) Immigration and Work Authorization Compliance. Respondents must be prepared to comply with all applicable laws pertaining to the lawful presence and work authorization for employees, contractors and subcontracts. The successful Respondent will be required to register for and implement E-Verify prior to execution of the Lease.

6.5 Liability Provisions. Where Respondent enters or goes onto JIA property in order to inspect the Property or prepare the proposal, Respondent does so at its own risk and expense. By submitting a Proposal, the successful Proposer hereby agrees to indemnify, defend and hold harmless JIA, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the “Indemnitees”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, or property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of a proposal, including any Inspections, by the Respondent or its agents, employees, associates, subcontractors or others working for or on behalf of Respondent.

6.6 Cone of Silence. Lobbying of JIA personnel, including Board members, regarding this RFP, or contract by any employee, member or agent of Respondent is strictly prohibited. Respondent must only contact the JIA point of contact as provided in this RFP.

6.7 Confidentiality and Georgia Open Records Act.

- (a) Public Records. Proposals submitted to JIA become public records subject to public inspection in accordance with applicable laws, including the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. seq., unless those records are otherwise exempt from disclosure. JIA shall have no liability under any theory in the event proposals are obtained by parties other than JIA.
- (b) Trade Secrets. In the event Respondent submits information Respondent believes constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, Respondent must follow the procedure set forth in O.C.G.A. § 50-18-72(a)(34) to designate that information as confidential. JIA will strictly construe any exemptions from disclosure in accordance with Georgia law.

6.8 Insurance Provisions.

- (a) JIA is under no obligation to insure Respondent’s possessions, personnel or property.
- (b) Respondent must obtain and maintain insurance coverages for general commercial liability, worker’s compensation and employer’s liability, and any other coverages that may apply to Respondent’s Inspections or other entry on JIA property for the purpose of this RFP. The successful Respondent will be required to obtain and maintain policies of insurance applicable to the Property and the Project prior to execution of the Lease on terms acceptable to JIA.
- (c) All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.
- (d) Respondent must provide certificates of insurance evidencing the coverages stated above upon request and prior to entry onto JIA property for Inspections.

Attachment A
District Shops at Historic Pier Road
Project Concepts

Illustrative Concepts for the District Shops



THE DISTRICT SHOPS • AT HISTORIC PIER ROAD

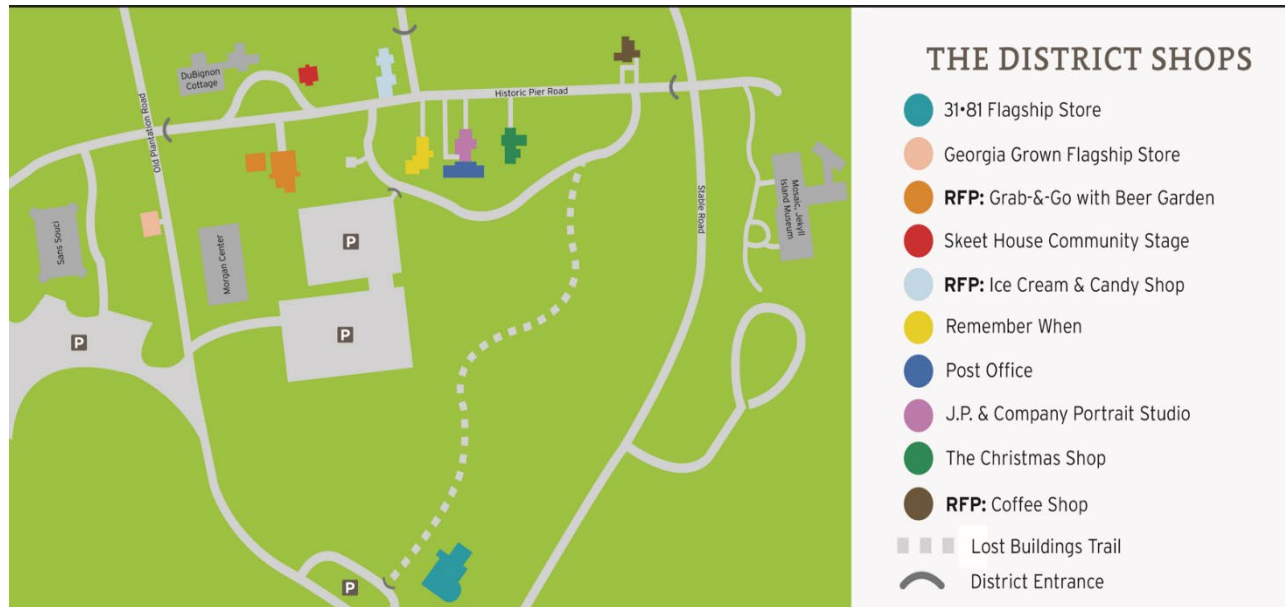
Illustrative Concepts for the Project



RFP: COFFEE SHOP

Attachment B

Concept Map of the District Shops at Historic Pier Road



THE DISTRICT SHOPS AT HISTORIC PIER ROAD

Property Photos and Videos:

<https://www.dropbox.com/scl/fo/ncc1v2x1nab0g64e797zj/AFZxg5tX-zFAxMBjD00IZ0Y?rlkey=ks2ue26favfyb3j78ketwj3ck&e=1&st=attpkjhs&dl=0>

Google Maps Location Page:

<https://maps.app.goo.gl/uaYhqcfbM6Hr5EBi8>

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: ZACHARY B. HARRIS, GENERAL COUNSEL
SUBJECT: REQUEST FOR PROPOSAL 383 ICE CREAM AND CANDY STORE PIER ROAD
DATE: MAY 21, 2024

Background.

JIA staff identified a need for revitalizing the Pier Road shopping area of the Jekyll Island National Landmark Historic District. This Board received a briefing at its January 2024 meeting concerning concepts for the District Shops at Historic Pier Road, a collection of new shops and attractions planned for Historic Pier Road. This effort includes request for proposals for several amenities intended to promote greater socializing, longer browsing and increased activation. One amenity identified for addition was an ice cream and candy store.

The goal of this RFP is to select a lessee who will further the revitalization of Jekyll Island with a high-quality ice cream and candy store along Pier Road. Sited at 24 Pier Road (the “Property”), currently a retail outlet, this RFP concept will provide a family-friendly destination for sweet-treats and after-dinner deserts that will draw guests to Pier Road.

Upon selection, the successful Respondent will enter a lease for the Property from JIA according to more or less standard commercial lease terms. Additionally, the lease will contain percentage rent and operating covenants intended to incentivize regular and productive operation of the Property. The lease will be subject to Board review and approval. The RFP will be posted publicly following this Board meeting and evaluated according to the RFP criteria. Proposals will be due July 8, 2024, for evaluation with a Board vote on the award and lease at the August 20, 2024, Board meeting.



Request for Proposal # 383

for

Ice Cream and Candy Store

at

The District Shops at Historic Pier Road
24 Pier Road, Jekyll Island, Georgia 31570

Date Issued:

May 21, 2024

Deadline to Submit Proposals:

Monday, July 8, 2024

2:00 P.M. Eastern

Section 1

General Background and Project Information

1.1 Overview.

This Request for Proposal (“RFP”) is an invitation by the Jekyll Island State Park Authority (“JIA”) to qualified persons to submit proposals for the lease and operation of 24 and 26 Pier Road, Jekyll Island, Georgia (hereinafter the “Property”) located within the District Shops at Historic Pier Road as an Ice Cream and Candy Store (collectively, the “Project”). Information on the requested Project concept and the Property are provided in Attachments A and B.

The goal of this RFP is to select a lessee who will further the revitalization of Jekyll Island with a successful Project complementing Jekyll Island’s National Historic Landmark District “Millionaires’ Village” and the mission and purpose of JIA. This Project offers the successful respondent a unique opportunity to leave a lasting impression on a true Jekyll Island treasure.

JIA will review and evaluate for a potential award all responsive proposals timely submitted in accordance with this RFP, and following evaluation, JIA personnel will make a preliminary recommendation to the JIA Board of Directors (the “Board”) for consideration and approval. Subject to and following Board approval, JIA personnel and the successful respondent will negotiate and execute a lease for the Property (the “Lease”) on JIA’s standard terms and the lessee will commence restoration and/or build out and operation of the Property in accordance with the Lease. The Lessee will be required to coordinate design and construction plans, marketing, menu and branding plans, and operational plans with JIA, including with JIA Historic Resources personnel, to ensure the Project design complements the Historic District and JIA’s goals for Jekyll Island.

1.2 Background on Jekyll Island and the JIA.

- (a) Jekyll Island. Jekyll Island is a unique, state-owned barrier island that balances conserving and preserving natural, historic and cultural resources with providing accessible, affordable recreation, vacation, and educational opportunities for the people of Georgia and beyond. Surrounded by picturesque marshes and breathtaking oceanfront, Jekyll Island is a peaceful coastal habitat. The barrier island contains one of the few remaining intact maritime forests on the Eastern seaboard. Originally inhabited by Native Americans, Jekyll was explored by the French and Spanish and first settled by the English. From early settlers to America’s social elite to today’s young explorers, this special barrier island has captured imaginations for generations. Now a top-ten ranked tourist destination, Jekyll Island hosts more than 3.5 million visitors annually.
- (b) Jekyll Island Authority. Recognizing the natural beauty and vibrant history of Jekyll Island set it apart from any other coastal destination, the Governor and the Georgia General Assembly established Jekyll Island as a State Park in 1947, entrusting its care and preservation to the Jekyll Island State Park Authority in 1950. Since its inception, JIA has conserved Jekyll Island’s natural and historic resources, while ensuring it remains an inviting destination for residents and guests. Today, JIA is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.
- (c) District Shops at Historic Pier Road. The District Shops at Historic Pier Road, opening Spring of 2025, is a revitalized shopping and experiential destination located in the heart of Jekyll Island’s National Historic Landmark District. This mixed-use avenue will provide a vibrant and curated selection of retail, dining and recreational experiences with seamless connection to the larger historic district. The District Shops at Historic Pier Road are anchored by the

nationally recognized Georgia Sea Turtle Center, Mosaic, Jekyll Island Museum and the renowned Jekyll Island Club Resort, the District Shops at Historic Pier Road offer ample parking, walkable paths and trails for easy pedestrian and bicycle access. Historically, Pier Road was considered the heart of the service area for the Jekyll Island Club, holding many support structures and activities necessary to maintain and service the Club and its fashionable members. Most of these structures consisted of employee dwellings and dormitories, food service, trades and retail spaces. JIA, with the help of community partners, has preserved some of these historic structures and operated or leased them over the years as retail shops. Now renovated and reimagined, the District Shops at Historic Pier Road are positioned to enjoy regular foot traffic, repeat clientele and year-round spending from island visitors, hotel guests, residents and employees.

- (d) 24 Pier Road, Jekyll Island. Built circa 1915 by George Cowman, Sr., the Property served as the commissary for the Jekyll Island Club employees where anything from groceries to luxuries could be purchased. During the Club era, Jekyll Island functioned as its own independent community. Some employees would return on a daily or weekly basis to Brunswick, but many employee families lived on Jekyll Island the entire season. With no easy way to reach the mainland, Club employees and their families relied on the commissary to supply their daily necessities (and the occasional sweet treat). Currently two separate spaces in one building, the Property will be combined into one space for the Project. Located next door to the Skeet House Community Stage and mere steps from the Georgia Sea Turtle Center, the Mosaic Jekyll Island Museum and the historic Jekyll Island Club Hotel, this rare property is now made available for lease from JIA for operation as an ice cream and candy store.

1.3 Property Information. The Property includes the building located at 24 and 26 Pier Road, Jekyll Island, Glynn County, Georgia, as more particularly shown on Attachment A. The Property's total area currently consists of approximately 1,150 square feet of heated/cooled floor area. JIA is open to adding square footage to the Property for an outdoor patio area depending on the Project proposal and subject to negotiation.

1.4 Jekyll Island Commercial Lease Structure. All real property on Jekyll Island not held by JIA is leased. JIA is vested with broad authority to negotiate and structure leases in the manner most advantageous to JIA in meeting its statutory missions. Historically, JIA has employed a flexible approach to its leasing program to accommodate commercial development and dynamic market conditions. While individual lease terms have varied depending on the size and location of parcels, the nature and cost of the development proposed, and the importance of projects to redevelopment and revitalization, JIA's commercial leases share common characteristics including base rent and percentage rent, insurance and maintenance obligations and records inspection and retention requirements. For this RFP, Respondents are advised the following general lease terms will apply to the Property.

- (a) Minimum Term of Lease. JIA anticipates a minimum lease term of 5 years.
- (b) Renewal Options. JIA anticipates options to renew for 2 additional terms of 2 years each, provided the lessee is not then in default. Additional renewal terms are subject to negotiation and are not guaranteed.
- (c) Rental and Other Charges. The lease will include both percentage rent and base rent. Respondents should prepare proposals with these recurring commitments in mind.
 - (1) Base Rent. Initial Base rent will be approximately \$16.00 per square foot annually, subject to annual rental adjustments based on the Consumer Price Index or comparable methodology.

- (2) Percentage Rent. Percentage rent will be set at four percent (4%) of gross sales. Respondent may include proposed alternative percentage rent schedules it wishes JIA to consider in its proposal.
- (3) Water/Sewer Fees. JIA operates municipal water and sewer service, and both water and sewer service are available to the Property to within five feet of the structure. Connection to water and sewer will be mandatory and at the lessee's expense. Recurring water and sewer service fees will be based on usage and billed separately. Lessee will be responsible for installing and maintaining an appropriately sized grease trap/grease interceptor for the Project, if applicable.
- (d) Garbage Service. JIA may provide or cause to be provided standard trash service appropriate for the Property, including trash cans or trash compactors, the costs of which will be paid by Lessee. The use of dumpsters at the Property or along Pier Road will not be permitted.
- (e) Other Utilities. Utilities such as electrical power, telecommunications and other services are available to service the Property by third-party utility providers. Respondents are advised to conduct their due diligence on pricing and connection requirements of utility providers.
- (f) JIA's Responsibilities. JIA will install an appropriately sized commercial electric service panel prior to occupancy of the Property. Other obligations of JIA as landlord are subject to negotiation; provided, however, lessee will be primarily responsible for maintenance and repair of the Property except for those items enumerated in the Lease that will remain the responsibility of JIA.
- (g) Lessee's Responsibilities. In addition to the obligations to develop the Project as contemplated in this RFP, Respondents should anticipate obligations under the Lease comparable to other commercial leases on Jekyll Island including without limitation, operating covenants and annual performance and production minimums appropriate for a high-traffic tourism and hospitality destination, maintaining books and records and reporting of sales in accordance with percentage rent obligations, and maintaining and operating the Property in a first-rate manner in accordance with applicable laws, including the Jekyll Island Code of Ordinances and the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. Lessee will be required to procure and maintain regular waste cooking oil and grease disposal, if applicable to the Project.
- (h) Personal Guaranty. JIA may require one or more principals of the lessee, or third parties of sufficient means and creditworthiness, to guarantee the full, faithful and prompt performance of all lessee obligations under the Lease. Respondent should consider this contingency in its proposal.
- (i) Background Checks and References. JIA will conduct a background and reference check, to include a credit check, on the successful Respondent and any principals or key employees having significant managerial or operational roles, prior to executing the Lease. Respondents should be prepared to provide authorization for background checks, character references and financial references (e.g., from institutional lenders) upon request.
- (j) Business Authorizations. The successful Respondent must meet all legal requirements to do business in and contract with the State of Georgia prior to JIA executing the Lease, including, without limitation, participation in verification of lawful presence verification (i.e., E-Verify), workers' compensation insurance programs, Drug-Free Workplace requirements, and other requirements for contracting with state entities. The successful Respondent must be able to obtain all required permits to operate the Project, including without limitation, all food service

and alcohol permits required by applicable laws, including the Jekyll Island Code of Ordinances and Georgia Department of Public Health regulations.

1.5 Studies and Reference Materials. The following documents may aide the Respondent in preparing a responsive proposal.

- (a) 2021 Jekyll Island Master Plan: <https://www.jekyllisland.com/authority/documents/master-plan/>
- (b) 2018 Jekyll Island Carrying Capacity & Infrastructure Assessment: <https://www.jekyllisland.com/authority/documents/jekyll-island-carrying-capacity-infrastructure-assessment/>
- (c) District Shops at Historic Pier Road Board Materials:
<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:9fcf74c2-cd54-42ff-acda-20296f951ec6?viewer%21megaVerb=group-discover>
- (d) Other Helpful Documents: <https://www.jekyllisland.com/authority/documents/>

Section 2 Process

- 2.1 Tentative Schedule of Events.** This schedule of events represents JIA’s best estimate of the schedule that will be followed. Delays may occur that may necessitate adjustments to the proposed schedule, and if a component of this schedule is delayed, JIA may adjust the remainder of the schedule appropriately. JIA will give notice via email to prospective respondents (each a “Respondent”) who have requested notice via email of any such adjustment and post the same to the JIA website at <https://www.jekyllisland.com/authority/rfps/> (the “JIA Website”).

Description	Date and Time
Written Questions and Requests for Clarification Due	June 7, 2024 at 5:00 p.m. ET
Responses to Written Questions and Requests for Clarifications Posted	June 14, 2024 at 5:00 p.m. ET
Proposals Due (“Close Date”) Proposal Opening Date	July 8, 2024 at 2:00 p.m. ET
Proposal Evaluation Completed (on or about)	One to Three Weeks after Close Date
Respondent Interviews	One to Three Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	One to Three Weeks after Close Date
Negotiation and Resolution of Lease Terms	Prior to Consideration of Board Approval
Consideration and Approval of Recommended Proposal by JIA Board of Directors	August 20, 2024
Deadline to file Protest of Award	5 calendar days after JIA Board Approval or within 10 calendar days of after the Protester knows or should have known of the occurrence of the action under Protest, whichever is earlier

- 2.2 Respondent Questions and Inquiries.** Following posting of this RFP, Respondents may submit written questions and requests for clarification on a rolling basis via email to Noel Jensen at njensen@jekyllisland.com. JIA will respond in writing to written questions and post the responses on the JIA Website. If answers to submitted questions materially change the conditions and specifications of this RFP, JIA will send notice via email to Respondents who have requested notice via email and post an amendment or update to the RFP on the JIA Website. JIA personnel will not respond to questions except in writing, and no oral statement regarding this RFP will be binding on JIA. Respondents must include their company names and contact information when submitting questions and requests for clarifications. Respondents may not contact JIA personnel (including members of the JIA Board of Directors (hereinafter the “Board”)) regarding this RFP other than as expressly provided in this RFP. Failure to abide by these restrictions and procedures may result in disqualification of the offending Respondent.
- 2.3 Pre-Proposal Inspections.** Respondents may not have the opportunity to conduct inspections of the Property (each an “Inspection”) prior to submitting a proposal for the Project. In lieu of Inspections, recent photography and videography of the Property is available as provided on Attachment B.
- 2.4 Negotiations.** JIA may negotiate, verbally or in writing, with the Respondent(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Respondent(s) may be asked to submit a revised written proposal. However, JIA reserves the right to accept a proposal as submitted;

accordingly, it is imperative that all Respondents present their best proposals in their initial submittals. Resolution of Lease terms may commence with the prospective successful Respondent. Respondents should be aware of the key Lease terms, attached, which will generally be required in any Lease with JIA. The Project proposal should contemplate these terms.

- 2.5 **JIA's Right to Request Additional Information.** Prior to award, JIA must be assured that the selected Respondent is reasonably likely to successfully perform under the Lease and Development Agreement. This assurance may include, but is not limited to, evidence of sufficient personnel with required skills, expertise and experience to perform; sufficient capital, financial resources and creditworthiness to perform; and prior experience and success in similar endeavors. In addition to any information submitted by a Respondent as part of a proposal, JIA may require Respondent submit additional information JIA deems reasonably necessary to provide the above assurance of Respondent's reasonable likelihood of performance. Respondents will respond promptly to any such request for additional information within the time stated by JIA for such response.
- 2.6 **Notice of Intent to Award.** After determining the proposal, if any, most advantageous to JIA (the "Recommended Proposal"), JIA personnel will give Notice of Intent to Award to the successful Respondent. The Notice of Intent to Award does not constitute a binding agreement; instead, it constitutes notice to the successful Respondent that JIA intends to put forward the Recommended Proposal to the Board for consideration and approval for award.
- 2.7 **Approval by JIA Board of Directors.** Following Notice of Intent to Award, JIA personnel will present the Recommended Proposal and its evaluation to the Board for consideration and approval at a meeting of the Board. The Board's approval, if any, will be given to that Respondent whose proposal will be most advantageous to JIA as determined by the Board in its sole discretion. The Board's approval of the Recommended Proposal does not constitute a binding agreement. In the event the Board does not approve the Recommended Proposal, JIA may request the successful Respondent revise or amend its proposal to address any deficiencies or other elements noted by the Board.
- 2.8 **Authorization and Execution of Lease.** Following expiration of any protest period (and resolution of any protest), and upon mutual agreement of Lease terms and a vote to enter the Lease by the Board, JIA and the successful Respondent will execute the Lease. The successful Respondent will be required to submit its certificate(s) of insurance and endorsement(s) and all required business and legal authorizations for contracting with JIA, prior to JIA's execution of the Lease. Following execution of the Lease, the Lease will govern the relationship of JIA and the successful Respondent.

Section 3

Proposal Evaluation and Award Factors

- 3.1** JIA will evaluate only timely submitted proposals responsive to the terms of this RFP. JIA will determine the proposal that represents the best value to JIA according to the general factors contained in this RFP. In evaluating proposals, JIA may utilize a review team that may include one or more JIA employees and outside individuals including contractors, design professionals, historic preservationists, island residents or other persons or individuals.
- 3.2** On the Close Date, JIA will open timely submitted proposals and determine whether proposals are responsive to the RFP; proposals determined to be non-responsive will be eliminated from further consideration.
- 3.3** JIA will evaluate Respondent's qualifications, expertise and experience. Respondent, and any principal or key employee of Respondent, and any principal or key employee of any contractor, subcontractor or similar person necessary for Respondent's performance of the proposal, consents to and will authorize JIA's contacting any person or organization, including conducting a criminal and financial background check, in order to make inquiries into the fitness, character, expertise, financial stability or other qualifications of such person regarding his, her or its ability to perform.
- 3.4** JIA may interview select Respondents and may request additional information to further evaluate proposals.
- 3.5** JIA will evaluate responsive proposals for substantive content. The following are general factors JIA may consider:
- (a) Quality and completeness of the proposal package;
 - (b) Qualifications, experience and track record of Respondent and Respondent's project team, including any past work with JIA and other governmental entities;
 - (c) Demonstrated financial resources, creditworthiness and capacity to perform, including anticipated capital and organizational structure;
 - (d) Long-term potential to operate the Project as a going concern;
 - (e) Cost of the Project, to include any anticipated costs to JIA;
 - (f) Anticipated economic impact to Jekyll Island and to JIA;
 - (g) Anticipated impact on vehicle and pedestrian traffic, potential for congestion and likelihood of compatibility with JIA and third-party business operations on Jekyll Island;
 - (h) Demonstrated understanding of Jekyll Island, the importance of the Project to the overall success of Jekyll Island, and the suitability of the Project within the Historic District;
 - (i) Quality and responsiveness of Respondent's interview presentation and responses to interviewers' questions;
 - (j) Viability of Respondent's proposed timeline for Project deliverables including implementation and operation and Respondent's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.
 - (k) Overall best fit for Jekyll Island based on all factors.
- 3.6** Where JIA determines that no proposal, if accepted, would be in the best interest of JIA, JIA may cancel the RFP.

Section 4

Instruction to Respondents for Submitting Proposals

4.1 **Proposal Contents.** Each proposal must contain at least the following information:

- (a) Cover Letter. The cover letter should summarize Respondent's company, key elements of Respondent's proposal and how Respondent's proposal will benefit Jekyll Island.
- (b) General Background and Relevant Experience.
 - (1) Respondent's Background. Describe the background, history and core competencies of Respondent's company, principals and key employees of Respondent's business and development team(s) and any contractor, subcontractor or similar person necessary for Respondent's performance of the proposal. Include resumes or CVs where appropriate.
 - (2) Relevant Experience and Projects. Describe in detail prior projects or work history relevant to this RFP, including any work performed for JIA or concerning Jekyll Island within the last ten years.
- (c) Statement of Project Understanding. Briefly describe the concept and scope of the Project proposal and the benefits to Jekyll Island.
- (d) Detailed Proposal. Include sufficient detail to allow JIA to evaluate the merits and feasibility of the proposal, the long-term viability of the proposal and its suitability for implementation within the Jekyll Island Historic District. The proposal should include the following:
 - (1) Concept Plan. The Concept Plan should address parking and service court designs, green space and landscaping designs, illustrative building elevations and any design elements for the grounds and any structures.
 - (2) Financing Plan. Provide pro forma detailing capital structure and sources and uses of funds, including lender commitments; capital expenses and anticipated operational revenues and liabilities. Additionally, please include any anticipated state or federal tax incentives and Respondent's request as to JIA's role in that process.
- (e) Project Schedule. Include a detailed estimated timeline for the Project from Lease execution through Project completion and operation. While not required, a Gantt Chart outlining key tasks and estimated durations is suggested. Also include a statement of any anticipated requirements or contingencies likely to affect the estimated Project timeline.
- (f) Any other information Respondent deems pertinent for consideration.

4.2 **Preparing the Proposal.** Respondent should carefully review all provisions and attachments of this RFP prior to submitting its proposal. All proposals must be:

- (a) Typewritten on standard letter-sized paper (e.g., 8-1/2" x 11"), except for schematics, elevations, exhibits, photographs and other graphical submittals, which may be submitted in standard dimensions based the document type.
- (b) Signed by Respondent's authorized representative as to any documents requiring signature.
- (c) Initialed and dated by Respondent's authorized signatory as to any corrections, erasures or addenda.
- (d) Complete, containing all required information described in this RFP.

4.3 **Submitting the Proposal.**

- (a) Proposals may be submitted via mail or hand delivery to
Jekyll Island Authority
ATTN: Noel Jensen, Deputy Executive Director
100 James Road
Jekyll Island, Georgia 31527
- (b) Proposals must be submitted in sealed opaque envelopes, plainly marked with the following:
RFP # 383
[Name of Respondent]
[Respondent's Point of Contact Preferred Email Address and Phone Number]
- (c) Proposal envelopes must contain five (5) hard copies and one (1) electronic copy (in PDF format on removable media) of the complete proposal with all supporting exhibits and documents.
- (d) Proposals must be received by JIA on or before the Close Date. Proposals not received by the Close Date will not be opened or considered.

Section 5

Protest

5.1 Right of Protest; Burden of Proof. Any Respondent who submitted a proposal and is aggrieved or adversely affected by a decision of JIA regarding the award of this RFP (the “Protester”) may file a protest of that award (the “Protest”) in accordance with this Section 5 challenging a violation of applicable law or a material deviation in the proposal award procedures (but excluding the evaluation and scoring of a proposal). No Protest shall lie with regard to an award unless the Protester shows, by a preponderance of the evidence, that:

- (a) The proposal award process violated applicable law; OR,
- (b) There was a material deviation from the process required by the RFP; AND,
- (c) The material deviation provided the putative successful Respondent with a competitive advantage not possessed by Protester; AND,
- (d) But for the deviation, Protester’s proposal would have been the Recommended Proposal.

5.2 Time for Filing Protest. Protests must be filed within time period stated in Section 2.1, Tentative Schedule of Events. A Protest is considered filed when received by the Executive Director at the offices of JIA. Incomplete or untimely filed Protests will not be valid or considered.

5.3 Form of Protest.

- (a) Protests must be in writing and filed in duplicate.
- (b) Protests must be signed by the authorized representative of the Protester and must include at minimum the following:
 - (1) The name and address of the Protester;
 - (2) A statement with particular facts and grounds identifying the basis for the Protest, including citation to any applicable laws;
 - (3) Supporting exhibits, evidence or documents to substantiate the Protest unless not available within the filing time; in which case the expected availability date shall be indicated. If a future expected availability date is given, the Protester must supplement the Protest when the additional materials become available and must indicate on the materials submitted that they are “supplemental” and indicate whether the submission of the materials constitutes the final submission of materials for the Protest (unless requested to submit additional materials by the Executive Director). Provided, however, that the Executive Director shall not be prohibited from making a decision on a Protest prior to receipt of final Protest materials from the Protester; and
 - (4) The form of relief requested.

5.4 Delivery of Protest. Protests must be mailed or hand delivered to the following address and marked as follows:

PROTEST - RFP # 383
Attn: Executive Director
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527

- 5.5 Stay of Award During Protest.** When a valid Protest has been timely filed, JIA will cease further action on the RFP until a final decision on the Protest has been issued by the Executive Director. Provided, however, where JIA determines in writing that an award without delay is necessary under the circumstances to protect the interests of JIA, and in such event, JIA may proceed with the award during the pendency of and subject to the Protest.
- 5.6 Information on Protests.** JIA will, upon receipt of written request, make available to any interested party information submitted that bears on the substance of the Protest except where such information is permitted or required to be withheld by applicable law. JIA may, at its discretion and without obligation, provide the putative successful Respondent an opportunity to review and respond to the Protest.
- 5.7 Decision on Protest.**
- (a) The Executive Director or his designee will review all timely filed Protests meeting the submittal requirements of this Section 5. Where the Executive Director determines the Protester has met its burden of proof, the Executive Director will issue a written decision on the Protest within 30 days after receipt of the Protest. The Executive Director will determine the appropriate remedy or remedies for a successful Protest, subject to Section 5.8. Remedies may be cumulative and include but are not limited to the following:
 - (1) Modification of the solicitation document and extension of the solicitation period;
 - (2) Cancellation of the solicitation;
 - (3) Cancellation of the selection or the award of contract; or
 - (4) Any other action allowed by applicable law.
- 5.8 Appeal to the Board.**
- (a) The Protester may within 10 days after receipt of the decision by the Executive Director, submit an appeal to the Board; provided, however, no appeal will lie for a Protest not timely filed.
 - (b) The appeal must contain a short and plain statement of the basis for the appeal and the relief requested, together with a copy of the original Protest and a copy of the decision of the Executive Director.
 - (c) The appeal must be mailed or hand delivered to the following address and marked as follows:
PROTEST APPEAL - RFP # 383
Chairman, Board of Directors
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527
 - (d) Protester may request a hearing before the Board, but it shall be within the discretion of the Board to grant a hearing. If granted, the Board may establish a reasonable procedure for the conduct of such hearing not in conflict with applicable law, including by conducting the hearing by telephonic or video means and setting reasonable time limits for presentation and argument.
 - (e) The Board will have 30 days after an appeal is filed or a hearing is held, whichever is later, to consider and decide the appeal. This period may be extended for good cause for a reasonable time not to exceed 30 days, barring extraordinary circumstances justifying a longer extension,

including, but not limited to, such events as hurricanes.

(f) The Board's decision shall be in writing and shall be sent to the Protester.

(g) The decision of the Board shall be final, and no further appeal will be allowed.

5.9 Protest and Appeal Costs and Expenses. Protester will be solely responsible for all Protester's costs and expenses arising from or relating to a Protest and any appeal. In no event will JIA be liable to any person for any costs or expenses arising from or relating to a Protest of this RFP or any appeal.

5.10 Exclusive Remedy. The procedures stated in this Section 5 constitute the exclusive method for asserting a claim against JIA arising out of or relating to an award under this RFP.

Section 6

General Terms and Conditions

Respondent's submittal of a proposal and any supplemental or revised proposal is subject to the following General Terms and Conditions:

- 6.1 Participation at Respondent's Risk.** Respondent participates in this RFP at Respondent's own risk and expense. Respondent will be solely responsible for all costs and expenses incurred by Respondent, or by any person acting for or on behalf of Respondent, arising from or relating to this RFP, the submittal of Respondent's proposal, and the negotiation and execution of any Lease relating to this RFP.
- 6.2 JIA Reserved Rights Concerning this RFP and Proposals.**
- (a) JIA reserves the right to waive any irregularities or technicalities in proposals where such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject any proposal that is: not materially complete; not responsive; not based on sound methodologies, business principles or realistic financial or budgetary assumptions; submitted by a Respondent who has previously failed to perform properly or complete on time any similar project or agreement with JIA; not compatible with the character of Jekyll Island generally or the National Historic Landmark District; or contrary to applicable laws. JIA reserves the right to accept an offer or proposal other than the highest offer monetarily.
 - (b) JIA reserves the right to amend this RFP prior to the Close Date. JIA will give notice of any such amendment via email to any Respondent who has requested notice via email and post the same to the JIA Website. Each Respondent is individually responsible for reviewing any amendment and any other posted documents relating to this RFP. Respondents are encouraged to check the JIA Website periodically prior to submitting a proposal. Notwithstanding any provision of this RFP to the contrary, JIA reserves the right to reject all proposals and cancel the RFP at any time in its sole discretion.
- 6.3 Errors or Omissions.** Any obvious errors or omissions in any specifications shall not inure to the benefit of the Respondent but shall put the Respondent on notice to inquire of or identify the same to the JIA. Respondents should make every effort to ensure proposals are complete and correct. Respondents are expected to fully inform themselves as to the conditions, requirements and specifications of the Property and the Project before submitting proposals.
- 6.4 Compliance with Laws.**
- (a) Generally. Respondents should ensure the proposal and Project will comply with all applicable laws and that Respondent and any contractor or subcontractor will obtain and maintain all approvals, certificates, licenses, permits, liability insurance, workman's compensation insurance required by applicable laws and necessary for performance of the Project prior to execution of the Lease and at all times thereafter.
 - (b) Equal Employment Opportunity. Respondent must abide by all applicable laws regarding nondiscrimination and equal employment opportunity practices.
 - (c) ADA Guidelines. Respondents should contact JIA at least one day in advance if they require special accessibility arrangements relating to this RFP. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired. Respondents should be familiar with all Americans with Disabilities Act requirements pertaining to design standards, including those applicable to

historic buildings.

- (d) Immigration and Work Authorization Compliance. Respondents must be prepared to comply with all applicable laws pertaining to the lawful presence and work authorization for employees, contractors and subcontracts. The successful Respondent will be required to register for and implement E-Verify prior to execution of the Lease.

6.5 Liability Provisions. Where Respondent enters or goes onto JIA property in order to inspect the Property or prepare the proposal, Respondent does so at its own risk and expense. By submitting a Proposal, the successful Proposer hereby agrees to indemnify, defend and hold harmless JIA, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the “Indemnitees”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, or property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of a proposal, including any Inspections, by the Respondent or its agents, employees, associates, subcontractors or others working for or on behalf of Respondent.

6.6 Cone of Silence. Lobbying of JIA personnel, including Board members, regarding this RFP, or contract by any employee, member or agent of Respondent is strictly prohibited. Respondent must only contact the JIA point of contact as provided in this RFP.

6.7 Confidentiality and Georgia Open Records Act.

- (a) Public Records. Proposals submitted to JIA become public records subject to public inspection in accordance with applicable laws, including the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. seq., unless those records are otherwise exempt from disclosure. JIA shall have no liability under any theory in the event proposals are obtained by parties other than JIA.
- (b) Trade Secrets. In the event Respondent submits information Respondent believes constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, Respondent must follow the procedure set forth in O.C.G.A. § 50-18-72(a)(34) to designate that information as confidential. JIA will strictly construe any exemptions from disclosure in accordance with Georgia law.

6.8 Insurance Provisions.

- (a) JIA is under no obligation to insure Respondent’s possessions, personnel or property.
- (b) Respondent must obtain and maintain insurance coverages for general commercial liability, worker’s compensation and employer’s liability, and any other coverages that may apply to Respondent’s Inspections or other entry on JIA property for the purpose of this RFP. The successful Respondent will be required to obtain and maintain policies of insurance applicable to the Property and the Project prior to execution of the Lease on terms acceptable to JIA.
- (c) All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.
- (d) Respondent must provide certificates of insurance evidencing the coverages stated above upon request and prior to entry onto JIA property for Inspections.

Attachment A
District Shops at Historic Pier Road
Project Concepts

Illustrative Concepts for the District Shops



THE DISTRICT SHOPS • AT HISTORIC PIER ROAD

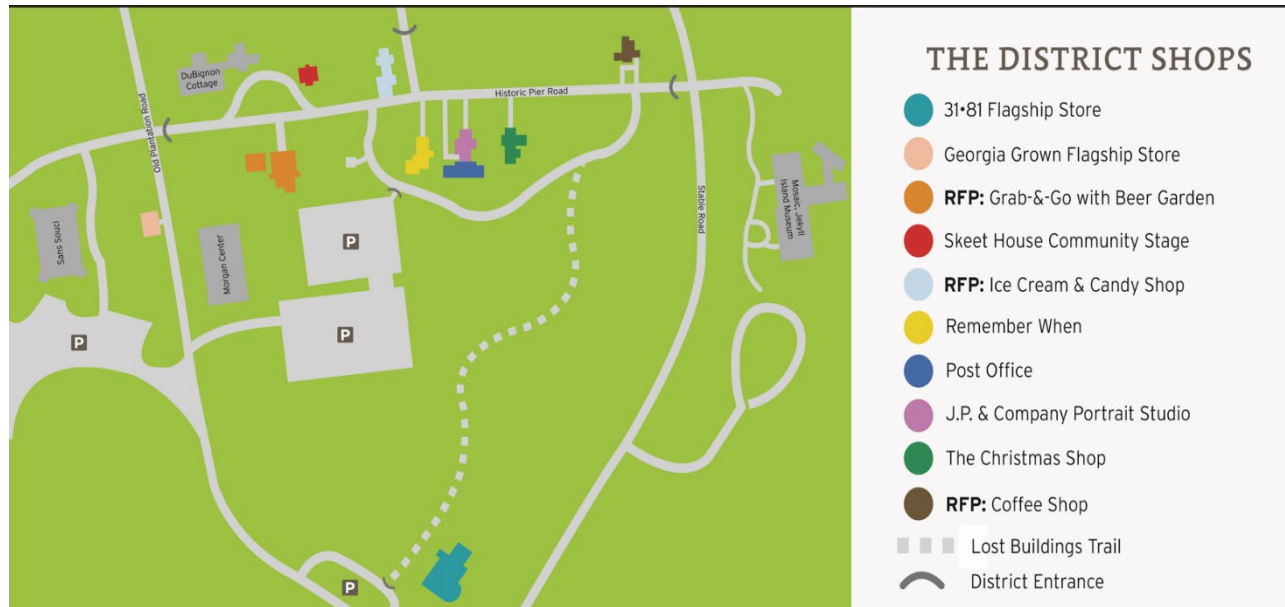
Illustrative Concepts for the Project



RFP: ICE CREAM & CANDY SHOP

Attachment B

Concept Map of the District Shops at Historic Pier Road



THE DISTRICT SHOPS AT HISTORIC PIER ROAD

Property Photos and Videos:

<https://www.dropbox.com/scl/fo/4oacq49lu6aty7wcyfjz/AHTLypFMitan2dQvMI0aaAY?rlkey=mradzpfbkgeufgqryphsxzeap&e=1&st=b1livmbu&dl=0>

Google Maps Location Page:

<https://maps.app.goo.gl/8p42vfXFRuhQHqPJ9>

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: NOEL JENSEN, DEPUTY EXECUTIVE DIRECTOR
SUBJECT: RFP # 380 GREAT DUNES CONSTRUCTION SERVICES AWARD
DATE: MAY 21, 2024

Background

JIA Staff assembled a five-person selection committee to review written proposals submitted for RFP#380 for the New Great Dunes Golf Course Construction Services. The selected firm will construct, per Ross Golf Design plans and specifications, the New Great Dunes 18-hole golf course beginning in the fall of 2024 and completed by late summer of 2025.

JIA received three responsive bids, and all three candidates were selected for interviews. These firms were:

- MacCurrach Golf Construction, Inc., Jacksonville, FL
- George E. Ley Company, Glenmore, PA
- Landscapes Unlimited, Lincoln, NE

Following the formal interviews, the selection team meticulously evaluated each team based on five criteria. MacCurrach Golf Construction, Inc. stood out, with its profound understanding of the Great Dunes course and innovative approach to retaining and restoring the original Walter Travis design. Their ability to explain construction details used in their prior work, including restoration of Walter Travis's Cape Arundel Golf Club, numerous Donald Ross classic restorations, and TPC Sawgrass in 2022, earned them the highest aggregate score. Their expertise, innovative approach, and comprehensive budget make them the ideal choice for this project.

MacCurrach Golf Construction, Inc.'s proposal listed the total cost of their assigned scope of the project at \$7,293,216.77.

Recommendation

Based on the thorough evaluation of all proposals, the staff strongly recommends awarding the RFP 380 Golf Course Construction Services to MacCurrach Golf Construction, Inc., of Jacksonville, Florida.

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: DENNIS GAILEY, DIRECTOR OF PUBLIC SAFETY
SUBJECT: EQUIPMENT TRANSFER
DATE: MAY 13, 2024

The fire department is requesting the Board consider transferring a surplus truck bed body to the Nahunta Volunteer Fire Department. This body was deemed surplus several months ago after a catastrophic engine failure, and the chassis was repurposed within JIA. Since then, the fire department has decided to use an ATV/Trailer combo to respond off-road, so this body is no longer usable within JIA.

The Nahunta Volunteer Fire Department has expressed their interest in retrofitting the body for firefighting purposes, which will greatly benefit their community. They have also agreed to assist JIA in the future with this equipment when needed.

JIA Legal Counsel has reviewed the Surplus Property Transfer Agreement between the JIA and Nahunta Volunteer Fire Department. Staff recommends approval of the equipment transfer to Nahunta Volunteer Fire Department.

**PROPERTY TRANSFER AGREEMENT
BETWEEN JEKYLL ISLAND-STATE PARK AUTHORITY
AND
NAHUNTA VOLUNTEER FIRE DEPARTMENT, NAHUNTA, GEORGIA**

THIS PROPERTY TRANSFER AGREEMENT (the "Agreement") is entered into as of the date last written below (the "Effective Date") by and between JEKYLL ISLAND-STATE PARK AUTHORITY, a public authority created by the General Assembly of the State of Georgia, deemed an instrumentality of the State of Georgia and a public corporation, pursuant to O.C.G.A. 12-3-230, et. seq. ("JIA"), whose address is 100 James Road, Jekyll Island, Georgia 31527 and NAHUNTA VOLUNTEER FIRE DEPARTMENT, a volunteer fire department under the jurisdiction of the City of Nahunta, Georgia ("NVFD"), whose address for the purpose of this Agreement is P.O. Box 908, Nahunta, Georgia.

RECITALS

- A. JIA owns the Property (defined below), which was previously used in fire suppression and emergency services by the Jekyll Island Fire Department.
- B. JIA has declared the Property unserviceable surplus.
- C. NVFD desires to acquire and implement the Property in its fire suppression and emergency services.
- D. The parties desire that JIA transfer and NVFD accept the Property subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of these premises and the covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. TRANSFER OF PROPERTY. JIA hereby transfers to NVFD and NVFD hereby accepts all right, title, and interest of JIA in and to personal property generally described as a Rescue 4 body with tank and pump (the "Property"), more particularly described or depicted in Exhibit "A".

2. ADDITIONAL CONSIDERATION - NVFD TO PROVIDE EMERGENCY ASSISTANCE. In consideration for the transfer of the Property by JIA to NVFD, NVFD will provide at no cost to JIA the following assistance and aid to JIA: In the event of a sudden threat to life, property or public safety involving Jekyll Island or within the jurisdiction of JIA (hereinafter an "Emergency"), upon receipt of a request from JIA, NVFD agrees to provide emergency assistance to JIA in mitigating the Emergency to the extent possible and feasible under the circumstances. NVFD's obligations to provide emergency assistance will commence upon the Effective Date and continue until the end of the useful life of the Property (or any vehicle into which the Property is subsequently incorporated) or the date that is five years following the Effective Date, whichever is later.

3. NO REPRESENTATIONS AND WARRANTIES. NVFD acknowledges that JIA has declared the Property unserviceable and surplus property by JIA. NVFD acknowledges that it has had an opportunity to inspect the Property and accepts the Property in its "AS-IS", "WHERE-IS" condition, with all faults. In entering this Agreement and accepting the Property, NVFD is relying upon its own due diligence and inspection and not on any prior or contemporaneous representations of JIA. JIA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY TYPE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF THE PROPERTY AND ITS FITNESS FOR ANY PARTICULAR PURPOSE.

4. EFFECT OF TRANSFER; LIMITATION OF LIABILITY. Upon execution of this Agreement, title and all risk of loss will transfer to NVFD, and NVFD will assume full responsibility for the

Property, including without limitation, all responsibility for pickup and retrieval, and all modifications, maintenance and repairs to the Property, as well as the eventual disposal of the Property if and when it is no longer needed by NVFD. NVFD will promptly retrieve the Property upon execution of this Agreement and in any event no later than 30 days following execution. Neither Party will have any liability to the other arising from or relating to this Agreement.

5. GENERAL PROVISIONS.

a. No Partnership or Joint Venture. Nothing contained herein or in any instrument relating hereto shall be construed as creating a partnership or joint venture between JIA and NVFD or between JIA and any other person, nor cause JIA to be responsible in any way for debts, liabilities or obligations of NVFD or any other person.

b. Time of the Essence. Time is of the essence of this Agreement.

c. Construction. The Parties agree this Agreement is an arms-length transaction between disinterested persons, that both Parties have equal bargaining strength in preparing this Agreement, that both Parties were given equal opportunity to negotiate, draft, and change this Agreement and that the Agreement should be construed equally as to the Parties.

d. Interpretation. The captions and headings of this Agreement are for convenience and reference only and are not intended to amplify, define, limit or describe the scope or intent of this Agreement. Words of any gender in this Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

e. Severability. If any provision or sentence of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f. Consents and Approvals. Whenever the consent or approval of JIA or NVFD is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned or delayed unless otherwise specified.

g. Counterparts. This Agreement may be executed electronically, simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile counterpart signature page to be followed by an original counterpart. Each such facsimile counterpart signature page shall constitute a valid and binding obligation of the party signing such facsimile counterpart.

h. Entire Agreement. This Agreement, including the exhibit(s) referred to herein, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Property. All preliminary negotiations and agreements of whatsoever kind or nature are merged herein, and no verbal or oral agreements, promises, or understandings shall be binding upon either JIA or NVFD in any dispute, controversy, or proceeding at law or in equity. JIA has made no representations or promises whatsoever with respect to the Property, except those expressly contained herein, and no other person has at any time had any authority from JIA to make any representations or promises on behalf of JIA. NVFD EXPRESSLY AGREES THAT IF ANY SUCH REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY OTHERS, NVFD HEREBY WAIVES ALL RIGHT TO RELY THEREON.

i. Amendment; Waiver. This Agreement may be amended only in writing, signed by both JIA and NVFD. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by a person authorized to bind that Party. Authorization to bind the JIA to any covenant or obligation not contained in this Agreement may only be granted by the governing body of the JIA. No failure or delay in exercising any right under this Agreement shall be construed as a waiver. There shall be no implicit waiver under this Agreement.

j. Governing Law; Venue. This Agreement and the performance required by the Parties shall be governed, interpreted, construed, and regulated by the laws of the State of Georgia. Venue shall lie in Glynn County, Georgia.

k. Survival. Any provision of the Agreement setting forth any obligations that by their terms extend beyond the transfer of the Property, including but not limited to any hold harmless provision, JIA's disclaimer of warranties, governing law, venue, immunity, and any other provisions that by their terms are reasonably intended to survive the transfer of the Property, shall survive the transfer of the Property and the expiration of this Agreement.

l. Sovereign Immunity. JIA expressly retains all rights and benefits of sovereign immunity in accordance with Applicable Laws. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing JIA's risk of liability. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against JIA or the State of Georgia that would otherwise be barred under the doctrine of sovereign immunity or by Applicable Laws.

m. No Offer. Submission of this Agreement for examination does not constitute an offer. This Agreement becomes effective only upon the full execution of this Agreement by the Parties.

n. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties signing below. There are no third-party beneficiaries.

o. Notices. All notices given pursuant to this Agreement, shall be sent to the following addresses via certified mail or personal delivery except that a request under Section 2 for assistance during an Emergency may be given orally by any reasonable means or method:

As to JIA: JEKYLL ISLAND AUTHORITY
 ATTN: Director of Public Safety
 100 James Road
 Jekyll Island, Georgia 31527
 Phone: 912-635-4000

As to NVFD: NAHUNTA VOLUNTEER FIRE DEPARTMENT
 ATTN: Fire Chief
 P.O. Box 908
 Nahunta, Georgia 31553
 Phone: 912-462-5969

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the Effective
Date.

JIA:

**JEKYLL ISLAND-STATE PARK
AUTHORITY**, a public
authority, corporation and instrumentality of the
State of Georgia

By: _____
Name: _____
Its: _____
Date: _____

NVFD:

**NAHUNTA VOLUNTEER FIRE
DEPARTMENT**, a volunteer fire department
under the jurisdiction of the City of Nahunta,
Georgia

By: _____
Name: _____
Its: _____
Date: _____

Exhibit “A”

Description of Property

Property Description	Property Identification Number	Year	Make	Model

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: DENNIS GAILEY, DIRECTOR OF PUBLIC SAFETY
SUBJECT: DISPATCHING SERVICES CONTRACT RENEWAL
DATE: APRIL 23, 2024

The Jekyll Island Fire Department (JIFD) seeks board consideration to renew the Dispatching Services Agreement with the Joint Public Safety Communications Department (JPSCD). The agreement allows the Glynn Brunswick 911 Center (GB 911) staff to dispatch the JIFD units directly from the 911 center instead of forwarding calls to GSP Radio Operators for final dispatch. This agreement started in the fall of 2021 and has improved response times, expedited emergency communications, and enhanced mutual aid operations for the JIFD units. In the agreement, the JPSCD uses a formula for the shared cost of these services. The calculated cost for Jekyll Island is approximately \$66,000 annually, contingent on the number of radios on the system. The JIA will be billed in four quarterly invoices by Glynn County.

If approved, this agreement will be renewed on July 1, 2024. The City of Brunswick Commission and the Glynn County Board of Commissioners are considering the agreement for renewal in their upcoming board meetings. If the JIA Board approves the agreement, it will go before the JPSCD for final approval and implementation thereafter. Each entity's legal department has reviewed this agreement.

Staff recommends approval of the agreement as presented.

**GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between **THE JEKYLL ISLAND-STATE PARK AUTHORITY** (hereinafter referred to as the “JIA”) and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, Glynn County, Georgia, and the City of Brunswick have established the Joint Public Safety Communications Department (hereinafter referred to as the “JPSCD”) and the JPSCD Oversight Committee by entering into an Agreement for a Joint Public Safety Communications Department (hereinafter the “JPSCD Agreement”); and

WHEREAS, the JPSCD provides radio coverage for police, fire and emergency medical services (“EMS”), as well as for other public and/or private entities whose services provide a benefit to the citizens of Glynn County and the City of Brunswick; and

WHEREAS, the JPSCD and the JPSCD Oversight Committee oversee the emergency 911 communications center (hereinafter the “E-911 Center”) serving Glynn County and the City of Brunswick; and

WHEREAS, the County and JIA entered into an agreement in August 2021 through which the County agreed to provide JIA with dispatch and call-taking services through the JPSCD E-911 Center using the JPSCD Public Safety Communications System (hereinafter sometimes referred to as the “System” or the “800 MHz System”), the term of which agreement extended from September 1, 2021 through June 30, 2022 (hereinafter the “Prior Agreement”); and

WHEREAS, the County and JIA subsequently entered substantially the same agreement in June 2023, with the term of the most recent agreement extending from July 1, 2023 through June 30, 2024 (the “Prior Agreement”); and

WHEREAS, permanent records of calls and events will continue to be recorded and maintained by the JPSCD utilizing Computer Aided Dispatch (hereinafter “CAD”); and

WHEREAS, the parties desire to enter into an agreement for JPSCD to continue to provide JIA with dispatch and call-taking services as outlined in this Agreement.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and for other good and valuable consideration, the parties hereto do mutually agree as follows:

A. JIA AGREES:

1. JIA shall be responsible for the cost of acquiring, maintaining, replacing, and programming its own radio equipment and any equipment necessary to operate on the JPSCD's 800 MHz System. JIA's purchase of radio equipment must first be approved by Motorola, Inc., the County's radio system engineer, and the JPSCD prior to the purchase of said equipment. The JPSCD must approve of the radios, related radio equipment, and radio call signs to be used by JIA before JIA may use them. At no cost to the City, the County, or JPSCD, JIA shall provide two (2) Tone Alert pagers to the Brunswick Fire Department to prevent JIA Fire Department radio interference with the City of Brunswick Fire Station radio channels.

2. JIA's use of the System will not result in any additional equipment costs to the JPSCD, the City of Brunswick, or the County.

3. Programming, servicing, and/or repairing of the radios and equipment used by JIA shall, upon the request of and at the expense of JIA, be performed by JPSCD personnel or vendors authorized by JPSCD and in a manner approved by JPSCD.

4. There shall be no more than twenty (20) radio units of JIA connected to the System, unless additional units are approved pursuant to this paragraph. These units shall include only those radios set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, or replacements of those radios as permitted in Paragraph A.5. below. Any request to add additional radios and/or equipment by JIA must be submitted in writing to the Glynn-Brunswick 911 Center Director and is subject to the approval of the JPSCD, prior to the addition of such radios and/or equipment to the System. If the JPSCD approves the addition of radios and/or equipment, the formula in the JPSCD Agreement's Appendix "D", Operating Cost Allocation, attached hereto as

Exhibit "B" and incorporated herein by reference, shall determine the cost for said additional services. All costs for additional services shall be paid as pursuant to Paragraph A.7. below.

5. JIA shall submit a list of the serial numbers for all radios utilizing the services set forth herein and shall notify the JPSCD if there are any changes in JIA's radio inventory, including but not limited to equipment that is out of service due to extensive damage or upgrade.

6. JIA agrees to abide by all Federal Communications Commission ("FCC") promulgated rules and regulations regarding public safety radio transmissions as set forth in the FCC licenses.

7. In accordance with Appendix D, Operating Costs Allocation, attached hereto as Exhibit "B", JIA shall pay to the County an Operating Cost Fee for the services provided under this Agreement. The Operating Cost Fee for JIA shall be its proportion of the JPSCD's annual cost based on the number of radios supported under the System used by JIA, as calculated through the equation established in Exhibit "B". JIA shall pay said Operating Cost Fee in quarterly installments, with each installment being due and payable within thirty (30) days of the date of the invoice provided by the County. Payments shall be made payable to the Glynn County Board of Commissioners and forwarded to:

Glynn County Finance Department
1725 Reynolds Street, 3rd Floor
Brunswick, Georgia 31520

Failure to pay within ten (10) days of late notice may result in cancellation of the service and immediate termination of this Agreement by the County for cause. Said payments will be distributed by the County in accordance with Section IV., titled "Finance", of the JPSCD Agreement.

8. Should interference or problems arise because of JIA's use of the JPSCD's 800 MHz System, JIA shall be required to discontinue or modify its use of the System. Such discontinuance or modification shall be done immediately after notification by the JPSCD of interference or System problems. If JIA fails to rectify the problem within one (1) hour

of notification, the JPSCD may discontinue or modify JIA's use of the System. In order to prevent any potential interferences, JIA shall, in JPSCD's discretion, follow JPSCD's directions to switch all JIA radios to an alternate channel and maintain communications on said channel until all activities at the emergency scene are concluded.

B. THE COUNTY AGREES:

Upon qualification of JIA for the services as outlined in Section A above, Glynn County shall provide JIA with the Fire/EMS dispatch and call-taking services of the JPSCD E-911 Center and shall use its best efforts to provide the communications capacity needed for the services outlined herein.

C. IT IS FURTHER AGREED BY THE PARTIES:

1. AMENDMENTS. No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

2. TERM AND TERMINATION. The term of this Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days advance written notice to all other parties.

3. NOTICES. To provide for consistent and effective communication between the parties, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this Agreement. The principal representatives for this Agreement are listed below.

As to Glynn County:

Cara Richardson, CMCP
Director, Glynn-Brunswick E911 Communications Center
157 Carl Alexander Way
Brunswick, Georgia 31525
Phone Number: (912) 279-2913
Facsimile: (912) 554-7878

As to JIA:

J. Dennis Gailey, III, Director of Public Safety
Jekyll Island Authority
100 James Road

4. REFUNDS. Should this Agreement be terminated for cause by the County, no refunds of the operational fees or any other payments will be made to JIA.

5. TOTALITY OF AGREEMENT. This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary, or contradict this Agreement. No assignment or transfer of this Agreement or any right accruing hereunder shall be made in whole or in part by JIA without the express written consent of the County.

6. LEGALITY OF AGREEMENT. Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate law or regulations, and the remainder of this Agreement shall not be affected but shall remain in full force and effect. A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

7. APPLICABLE LAW. Notwithstanding statutory exemptions or exclusions, JIA agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance therefore, including all issues relating to liability for taxes, licenses or fees levied by the State. JIA irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, shall be brought in a Georgia court, and the laws of the State of Georgia shall govern this Agreement.

(This space left intentionally blank; signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals as of the date written above in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original of this Agreement.

GLYNN COUNTY, GEORGIA:

WAYNE NEAL, CHAIRMAN
GLYNN COUNTY BOARD OF
COMMISSIONERS

Attest:

RONDA VAKULICH, COUNTY CLERK

Date_____

(Seal)

CITY OF BRUNSWICK, GEORGIA:

COSBY H. JOHNSON, MAYOR
CITY OF BRUNSWICK, GEORGIA

Attest:

Date_____

(Seal)

THE JEKYLL ISLAND-STATE PARK AUTHORITY:

MARK WILLIAMS, EXECUTIVE DIRECTOR
THE JEKYLL ISLAND-STATE PARK
AUTHORITY

Attest: _____

Date_____

(Seal)

**A RESOLUTION
OF THE
JEKYLL ISLAND-STATE PARK AUTHORITY**

WHEREAS, Milton H. “Woody” Woodside passed away on April 18, 2024, leaving behind his loving family, innumerable friends, and a grateful community;

WHEREAS, Woody was a singular character and beloved pillar of the Golden Isles, quick to tell a story but quicker to lend a helping hand;

WHEREAS, following his graduation from The Citadel as a distinguished Summerall Guard, Woody exemplified the ideal of a public servant through his 14 years of service as a congressional aide to U.S. Representatives Bo Ginn and Lindsay Thomas, his 26 years of service in the U.S. Army and the Georgia Army National Guard, and his service on numerous local and state organizations and committees including the Glynn-Brunswick Memorial Hospital Authority, the Glynn County Transportation Policy Committee, and the Governor’s Development Council;

WHEREAS, from his arrival in the Golden Isles in 1973 until his passing, Woody sought tirelessly to better his community, helping to found and strengthen numerous organizations, including Southeast Georgia Health System, Jekyll Island Foundation, and the Chamber’s Leadership Glynn program;

WHEREAS, Woody improved the lives of countless Georgians and visitors to our great state by his instrumental participation in transformative development projects, including the funding and construction of the beautiful Sidney Lanier Bridge, the Federal Law Enforcement Training Center at Glynco, the deepening of the Port of Brunswick Navigation Channel and the expansion of the College of Coastal Georgia, among others;

WHEREAS, over the course of 34 years, Woody guided the business community as President of the Brunswick-Golden Isles Chamber of Commerce until his retirement in 2019, leaving behind a legacy of economic growth;

WHEREAS, many current and past members and employees of this Authority shared in the distinct pleasure of working alongside Woody over his long and distinguished career

WHEREAS, the life of Milton H. “Woody” Woodside was one of unwavering devotion to his family, his community, and his state, always standing by what was good and making it better where he could.

NOW, THEREFORE, be it resolved that the Jekyll Island State Park Authority extends its sincere condolences to the Woodside family for the loss of so great a man and expresses its gratitude for the inspiration of his life of faithful service.

SO RESOLVED this 21st day of May 2024.

JEKYLL ISLAND-STATE PARK AUTHORITY

Dale Atkins, Jr., Chairman

ATTEST:

William H. Gross, Secretary/Treasurer

April 23, 2024 – Draft Minutes

The Jekyll Island State Park Authority (JIA) Board of Directors met in Public Session Tuesday, April 23, 2024, at the Jekyll Island Convention Center and via teleconference.

Members Present: Mr. Dale Atkins, Chairman
Mr. Bob Krueger, Vice Chairman
Mr. Bill Gross, Secretary/Treasurer
Dr. Buster Evans
Mr. Glen Willard
Mr. Ruel Joyner
Ms. Joy Burch-Meeks
Commissioner Walter Rabon
Mr. Joseph B. Wilkinson Jr. (Via Teleconference)

Key Staff Present: Mark Williams, Executive Director
Noel Jensen, Deputy Executive Director
Marjorie Johnson, Chief Accounting Officer
Jenna Johnson, Director of Human Resources
Zachary Harris, General Counsel
Alexa Hawkins, Director of Communications & Marketing
Brad Ballard, Senior Director of Amenities

Various members of the public, JIA staff, and press were also present.

Chairman Dale Atkins, called the meeting to order at 9:31 a.m. All members were present in-person or via teleconference.

JIA received two online public comments for this meeting:

- Jim Reed – New Golf Course
- Karen Gleason – Pickleball and Pickleball Status

I. Historic Preservation/Conservation Committee

Bob Krueger, Chair

- A. Andrea Marroquin, Historic Resources Museum Curator, presented a department update, highlighting the Tiffany Window Preservation and Rededication. This was a three (3) year conservation project with financial support from the Friends of Historic Jekyll Island. This project was conducted by Restoric LLC, a company which specializes in preserving historic, stained-glass windows. She gave background information on the Tiffany Window and explained that the window was originally installed on Easter Sunday in March of 1921. She noted that during the preservation process, added paint was removed from the glass, cracks were repaired, extra added glass causing moisture was removed, and the stabilization work was completed. The preservation team improved and returned the window to the artist's original intent. An improved shutter system was also installed to protect the window from future storm damage.

Andrea Marroquin, Historic Resources Museum Curator, highlighted the celebration of events following the completion of the restoration of the historic Tiffany window. These events included, but not only, the ceremonial unveiling of the window that took place 103 years after it was originally installed on Good Friday. She completed her departmental update encouraging the public to visit the fully restored window at Faith Chapel.

B. Yank Moore, Director of Conservation, presented a department update, highlighting the following items:

- Prescribed Fire Season: The Jekyll Island Authority burned a total of sixty-two (62) acres this season, which is more than double the best season to date. Mr. Moore highlighted that this was due to staffing, adding ten (10) fully certified burners to the staff, comprising of three (3) staff members in the Conservation department and seven (7) staff members in the Fire Department. Additional factors that contributed to this large burn area include support from the Roads and Grounds Department, fire breaks, and the closure of Pine Lakes. He noted that the blocks at Pine Lakes had never been burned to knowledge, but only under brushed until the year 2000 and left to grow until now.
- Alligators: The alligator survey for the year began this month. The survey includes catching the alligators, marking, and measuring them, drawing blood, assessing their health, studying for abnormalities, and releasing them. This survey has taken place since 2011 and was noted that this process instills hunting pressure for the alligators to fear humans. Since 2011, alligators have not been removed from the island and the population has managed itself, decreasing over time. Approximately 42% of the gator population on Jekyll Island are under three (3) feet, 30% are up to six (6) feet, and 25% are more than six (6) feet.

Yank Moore, Director of Conservation, highlighted several locations for alligator sightings, including a residential pool, a residential front yard, the Great Dunes Golf Course cart barn, the beach, and several road crossings. He highlighted the alligator on the beach as a “new to the island” alligator which was surveyed and placed in the Oleander Big Pond.

C. Michelle Kaylor, Director of the Georgia Sea Turtle Center, presented a department update, highlighting the following items:

- Loggerhead Sea Turtle Nesting Season: The Turtle Crawl Race fundraising event for the beginning of the season will be on Saturday, April 27, 2024. She gave a recap from last year’s nesting season highlighting that it was Jekyll Island’s second largest nesting season with 217 nests. The JIA Georgia Sea Turtle Research Department calculated that 14,000 sea turtles were returned to the ocean from the 217 nests.
- Summer Programs: JIA staff has begun training for the morning and nighttime sea turtle walks, as well as the dawn and night patrol ride-a-longs. Over 1,000 guests participated in these programs in 2023. She highlighted that 70% of participants on the ride-a-long program see a sea turtle hatchling and/or nesting sea turtle mom and 40% experienced this on a walk.

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- Cold Stunned Sea Turtle Release: Four (4) collaborative partnership institutions transported their rehabbed Cold Stunned Sea Turtles to Jekyll Island for a historical Sea Turtle release. The Georgia Aquarium also brought their eight (8) rehabbed Cold Stunned Sea Turtles for a separate release this year. The release with the Georgia Aquarium was significant as the entity requested the help of the Jekyll Island Georgia Sea Turtle Center to tag the animals with Inconel tags. The staff utilized this opportunity as a training experience for the Georgia Aquarium staff and guests of Jekyll Island.

Michelle Kaylor, Director of the Georgia Sea Turtle Center, noted that professional colleagues favor releasing their animals on Jekyll Island for many reasons, including the short drive to the beach from the airport. The number one reason that these entities come to Jekyll Island is that the Georgia Sea Turtle Center is there to support them.

- Vet Externship Program: This program began in 2007, with 171 vet students from 23 universities completing the program to date. The program began in March and two students have joined the program from the University of Minnesota and the University of Georgia.

- D. Brad Ballard, Senior Director of Amenities, introduced the new Director of Historic Resources, Will Wagner. Mr. Ballard highlighted that Mr. Wagner has worked in the Georgia State Parks and Historic Sites for the past thirteen years, managing four sites.

Will Wagner, Director of Historic Resources, thanked the board for having him there. He gave an overview of his background, working in Parks and Historic Sites for twenty (20) years, the past thirteen (13) with the Georgia Department of Natural Resources. He started working at James Floyd State Park and had the honor of opening Don Carter State Park. He also worked at the Smithgall Woods State Park and managed the Hardman Farms State Historic Site.

II. Finance Committee

Bill Gross, Chair

- A. Mr. Bill Gross, Finance Committee Chair, summarized the March Financials including an overview of Revenues, Expenses, Net Operating Cash, Traffic Statistics, and Hotel Revenues for the month.

- Revenues were \$3,231,908.
- Expenses were \$2,845,223.
- Net Operating Cash Income was \$386,684.
- Total Traffic Counts were 116,563 vehicles.
- March hotel revenues totaled \$6.5 million.

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Mr. Gross provided additional details for the monthly financials.

- The largest variances from the budget revenue were seen from the Business Leases, which was \$213,000 more than budget, Interest Income, which was \$78,000 more than budget, the Convention Center revenue, which was \$83,000 more than budget, and Golf revenues, which was \$91,000 more than budget.
- The largest variances in expenses for March were the Human Resources expenses, which were \$120,000 less than budget, due to vacant full-time and part-time positions. Also included were the Contract Expenses, which were \$107,000 more than budget, due to a timing issue that will offset in April.
- The Net Operating Cash Loss for March is \$386,684, which is \$340,000 better than the budgeted net operating Cash Loss of \$46,000.
- The Year-to-date Net Operating Cash Income reflects a \$3.8M favorable budget variance and a favorable \$987,000 variance from Prior year to date Income.
- The total traffic count for March was 116,563 vehicles, which was 11,629 less vehicles than March 2023. Mr. Gross noted that the visitation to Jekyll Island was impacted due to rain. Year to date traffic count is 320,584 vehicles, which is 29,377 less cars than last year.
- The March 2024 hotel revenues reported was \$6.5 million, which is \$396,000 less than the March 2023 revenue. The occupancy rate was 72%, which is down from 75.9% in March 2023. Revenue per available room was \$156.96, which is down from \$167.26 in March 2023. The average daily rate was \$217.89, which was down slightly from \$220.23 in March 2023.
- The Year-to-date Hotel Statistics reported was \$13.1 million, which is \$1.6 million less than the same time period for last year. The occupancy rate was 58% which is down from 64.3% last year. Revenue per available room was \$108.14, which is down from \$122.64 last year. Average Daily rate is \$186.35, which is down from \$190.66 last year.

B. Marjorie Johnson, Chief Accounting Officer, presented the capital request for the Tire Balancing Machine for \$5,681.33.

A motion to recommend approving the Capital Project Request totaling \$5,681.33 for a replacement Tire Balancing Machine as recommended by staff was made by Ruel Joyner and seconded by Glen Willard. The motion carried unanimously.

III. Human Resources Committee

Buster Evans, Chair

No Report

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IV. Marketing Committee

Joy Burch-Meeks, Chair

- A. Alexa Hawkins, Director of Marketing and Communications, presented a department update.
- Cold Stunned Sea Turtle Release: The Jekyll Island Authority partnered with several organizations out Northeast United States for the rehabilitation of Cold Stunned Sea Turtles. The Cold Stunned Sea Turtles were recently released, making state history as the largest sea turtle release to record. She noted that there was an impending storm system during the release, but NOAA and DNR permitted the release. Due to the storm system this was a private event, although four media outlets joined the release, including ABC, PBS News Weekend, Fox, and regional media. Alexa Hawkins, Director of Marketing and Communications, explained that in attendance there were 35 total media heads, equating to over 1.4 million unique media views, which adds over \$800,000 in ad value.
 - The Island Treasures Giveaway: March 1-March 31 the Marketing Department hosted an Island Treasures Giveaway for the five (5) unclaimed Island Treasures of 2024. Over 12,800 people entered the giveaway and over 8,000 people became new subscribers to the email list through the giveaway. During this period, there were over 23,000 social media engagements and 11,000 clicks to the landing page. She noted that if this was a paid campaign, it would have cost \$10,000 to generate this kind of return.
 - Turtle Crawl: April 27, 2024, JIA will host the Turtle Crawl fundraiser event. The number of participants for the race this year has surpassed that of last year. She noted that this is the second largest race in the county.

There were no public comments.

V. Legislative Committee

Glen Willard, Chair

- A. Mr. Willard, Legislative Committee Chair, gave a legislative update. The legislative 2024 session ended on March 28, 2024. The governor is given 40 days to sign the bills in the law or choose to veto any and make any new additions. The governor estimated \$48.4 million to invest in pre-k, lower class sizes, increased teacher pay, funding of new schools, state employee pay increases remain, more money for law enforcement, education, and mental health programs. \$200 million was dedicated to school districts for transporting kids and \$100 million was dedicated to school security upgrades and Medicaid. House Bill 581 for property tax relief and House Bill 1019 for increased Homestead Exemption from \$2,000 to \$4,000 are also included.

Mr. Willard, Legislative Committee Chair, gave a few highlights:

- Senate Bill 189 is designed to challenge a voter's eligibility easier. Ballots can no longer be counted with QR codes and there will be stricter rules for handling ballots.
- House Bill 974 will allow fewer voting machines.
- House Bill 1105 will require local law enforcement to check inmates' immigration status and impose financial sanctions on agencies that don't comply with immigration officials.
- House Bill 496, preserving history and the economy. This bill will extend the sunset on the Residential Historic Rehabilitation tax credit from 2027 to 2029.
- Senate Bill 351 requires that children under the age of sixteen (16) have permission to create social media accounts.

There were no public comments.

VI. Committee of the Whole

A. Noel Jensen, Deputy Executive Director, presented the Statewide Mutual Aid Agreement Ratification. Every four (4) years, the Georgia Emergency Management and Homeland Security Agency (GEMA) requests that the JIA ratify a mutual aid agreement. This is a statewide mutual aid and assistance agreement that allows Jekyll Island to partner with Glynn County, City of Brunswick, and the Joint Water and Sewer Commission for assistance during a natural disaster. He noted that GEMA defines assistance as personnel, equipment, facilities, services, supplies, and other resources furnished to a requesting party pursuant to this agreement. The request to ratify this agreement is from GEMA and the Federal Emergency Management Agency (FEMA). This is to expire on March 1, 2028, unless otherwise acted upon by the JIA Board of Directors.

A motion to recommend approving the Statewide Mutual Aid Agreement Ratification as recommended by staff was made by Ruel Joyner and seconded by Bill Gross. The motion carried unanimously.

B. Noel Jensen, Deputy Executive Director, presented an Operations update.

- Great Dunes Golf Course Fence: This new fence is being installed in association with the upcoming Great Dunes restoration and the combination of Oleander. The fence will protect the public from the construction site. It will then remain upon completion of construction as there will be no cause to enter Great Dunes at this location. He explained some details of the construction plans. These include that the current starter shack will become a halfway house at holes eight and nine. There will also be a new putting course and the driving range will double in size N/S.

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- Lead Service Line Inventory: Olivia Hancock, Operations Specialist, applied for funding through Georgia Environmental Finance Authority (GEFA) for a lead service line inventory. The Environmental Protection Agency (EPA) has mandated an inventory submittal due October 16, 2024. Mrs. Hancock was successful in completing the first round of funding to receive over \$99,000 to pay for this inventory. Noel Jensen, Deputy Executive Director, noted that the JIA Board of Directors approved \$54,000 to hire a civil engineering firm to assist the JIA in this inventory. If awarded this \$99,000 in the second round of funding, the \$54,000 will be placed back into the capital/SPLOST budget. The additional \$40,000 will be contingency.
- SeeClickFix: This application was implemented in 2017 to internally report issues in JIA buildings or on JIA property. He noted that the program is reporting that JIA is processing the same amount of work orders that a town with a 7,000-person population would report. The JIA has hit a milestone with SeeClickFix at 10,000 repairs and commended the Facilities Maintenance Department for their hard work.
- Summer Waves Parking Lot: The entire parking lot at Summer Waves Water Park was designed to be rehabilitated and expanded. During the off-season, the main entrance, traffic circle, and entire left-hand side was rehabilitated and expanded. The entire expansion will account for 123 new spots, although only 60 have been added thus far. The entire perimeter of the left-hand side is made with true grid which will help capture rain and stormwater runoff, rather than running off into the ditches and marsh.
- Airport: The Jekyll Island Airport is on the cover of the 2024 Georgia Department of Transportation (GDOT) Airport Directory. He also highlighted the all-time fuel sales since 2019, at almost 62,000 gallons of fuel in the amount of \$357,901. With this fuel tank, the airport is now self-sustaining.

There were no public comments.

- C. Mark Williams, Executive Director, introduced Dan Hoffman, the Executive Vice President of Convention Centers at ASM Global. Mr. Hoffman commended the Jekyll Island Convention Center for not only the architecture and design of the building, but also the success in creating revenue. He also commended Tabitha Mayers, General Manager, and her team for their hard work and dedication. Mr. Hoffman also gave a company update, explaining that the company was acquired by Legends. The new food service supplier for ASM Global Convention Centers will change over in July.
- D. Mark Williams, Executive Director, presented his report highlighting the following:
 - Mark Williams, Executive Director, thanked Dan Hoffman, Executive Vice President of Convention Centers, for attendance to the meeting and for a great update.

- Spring break on Jekyll Island was a successful milestone for the Georgia Sea Turtle Center and the Mosaic. The Georgia Sea Turtle Center broke their record on April 3rd, with more than \$16,083 in retail sales in one day and the Mosaic broke their record on April 17th, with \$5,391 in retail sales in one day.
- Mr. Williams commended Taylor Davis, Historic Preservationist, and Andrea Marroquin, Museum Curator, and the Historic Resources Team for their hard work on the Tiffany Window Restoration. He also thanked the Friends of Historic Jekyll Island for their financial and labor contributions. He noted that the Tiffany Window rededication on Good Friday was a wonderful event for the entire community.
- The Jekyll Island Authority has received the Georgia Outdoor Stewardship Grant for \$1.6 million to develop the new wildlife corridor on Oleander Golf Course at hole nine (9). Mr. Williams thanked Walter Rabon, Commissioner of the Georgia Department of Natural Resources, and his team for hosting the Georgia Outdoor Stewardship program. Mr. Williams also thanked Yank Moore, Director of Conservation, for his hard work on the project.
- The Jekyll Island Authority is hosting The Georgia Department of Natural Resources board meeting at the Convention Center this month. Mr. Williams introduced two members of the board, Trevor Santos, Deputy Commissioner, and Thomas Benard, Deputy Commissioner.
- Mark Williams, Executive Director, welcomed the 2024 Class of Leadership Georgia to Jekyll Island. Their event will be focusing on coastal resources and economic development on the coast. He also welcomed the Georgia Economic Development Board to Jekyll Island.
- Mark Williams, Executive Director, formally announced the opening date of the 3181 Lifestyle Brand store as May 21, 2024, in the Historic Infirmary building. A ribbon cutting ceremony will be held directly following the May board meeting.
- Mark Williams, Executive Director, paid tribute to Woody Woodside, the former head of the Brunswick Golden Isles Chamber of Commerce for 34 years, retiring in 2019. Mr. Williams highlighted the accomplishments of Woody Woodside including his involvement in the Sydney Lanier Bridge, the Federal Law Enforcement Training Center, the Brunswick Harbor Deepening, the Southeast Georgia Regional Health System, and the College of Coastal Georgia. Mr. Woodside was also involved in the Jekyll Island Foundation. Mr. Williams sends his condolences to Mr. Woodside's family and friends around the community who are feeling this great loss.

- E. Chairman Dale Atkins presented his comments on the April 23, 2024, Board Meeting. Mr. Atkins offered his condolences to the family of Woody Woodside. Mr. Atkins proposed that the Jekyll Island Authority Board of Directors adopt a resolution honoring Woody Woodside.

There was one public comment.

- Al Tate, Jekyll Island Resident, commented that he was discouraged about the preparations of the April 23, 2024, board meeting. Mr. Tate noted that the agenda was not posted online and there were no copies of the agenda summary printed and available for the public.
Mark Williams, Executive Director, responded and apologized for the inconvenience and explained that the Executive Assistant role was not filled, but the normal Board Meeting process will resume once the position is filled.

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The Jekyll Island State Park Authority (JIA) Board Meeting
April 23, 2024

The Board Meeting was called to order at 9:31 a.m., and all members were present in-person or via teleconference.

Action Items

1. Mr. Krueger moved to accept the minutes of the March 19, 2024, Board Meeting as presented. The motion was seconded by Mr. Evans. There was no discussion, and the minutes were unanimously approved.
2. The recommendation from the Finance Committee to approve the proposed Capital Request as presented by staff carried by unanimous approval.
3. The recommendation from the Committee of the Whole to approve the Statewide Mutual Aid Agreement Ratification as presented by staff carried by unanimous approval.

The motion to adjourn the Board Meeting was made by Mr. Krueger and seconded by Mr. Willard. There was no objection to the motion, and the meeting was adjourned at 9:31 a.m.

MEMORANDUM

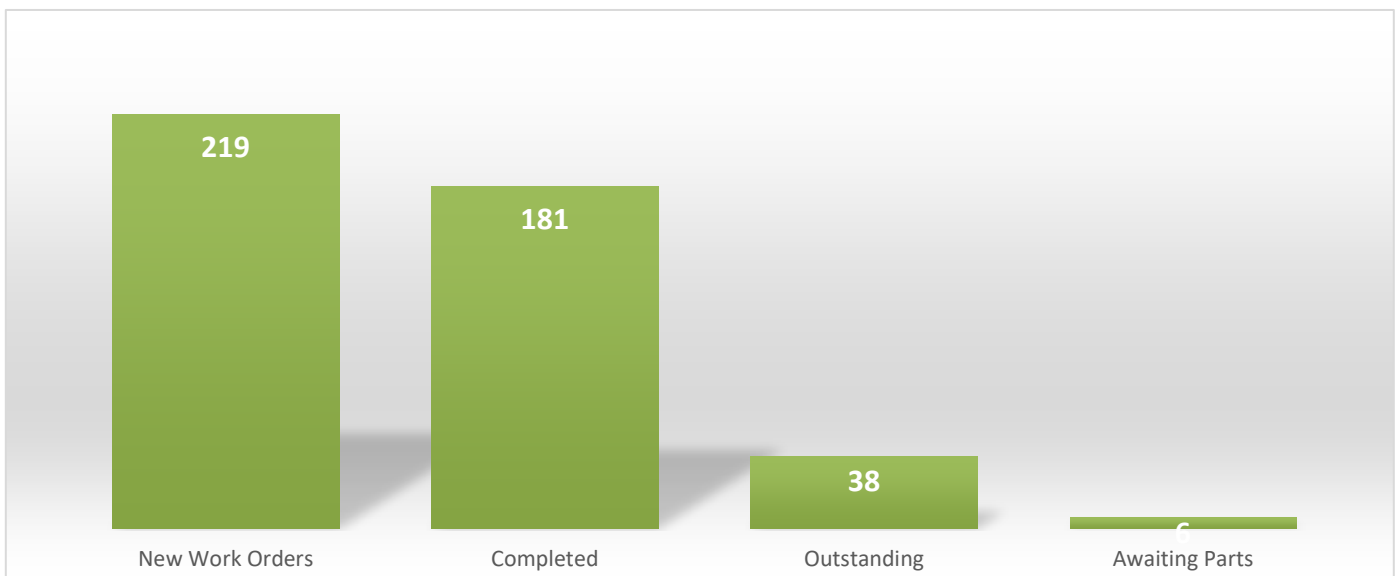
TO: COMMITTEE OF THE WHOLE
FROM: NOEL JENSEN, DEPUTY EXECUTIVE DIRECTOR
SUBJECT: OPERATIONS MONTHLY REPORT – APRIL 2024
DATE: 5/15/2024

PUBLIC SERVICES

April Highlights:

- Jekyll Island Airport (09J) self-serve aviation fuel (100LL) sold 2,546.26 gallons of 100LL aviation fuel in 102 transactions totaling \$16,619.94 in sales for the month of April.
- Campground expansion continues onsite, with GA Power completing the installation of primary electrical services and transformers.
- At the Jekyll Island Public Safety Complex, construction continues on schedule, with interior construction such as drywall and painting underway.
- A Golf Improvement Plan continues. An RFP for construction was issued in March, with bids due on April 26, 2024. Interviews for contractor selection were completed the first week of May.
- The JIA Wastewater Department, utilizing an engineering firm and subcontractor, is reaching the end of the island-wide sanitary sewer cleaning and camera evaluation. This project is being funded by SPLOST 2022 dollars.
- Jekyll Island Authority's Vehicle Maintenance department continued its long-running streak by earning Tier 1 rank for 19 consecutive quarters. One of only 11 fleets in the state to earn Tier 1 status for this reporting period.

Operations Department Work Orders

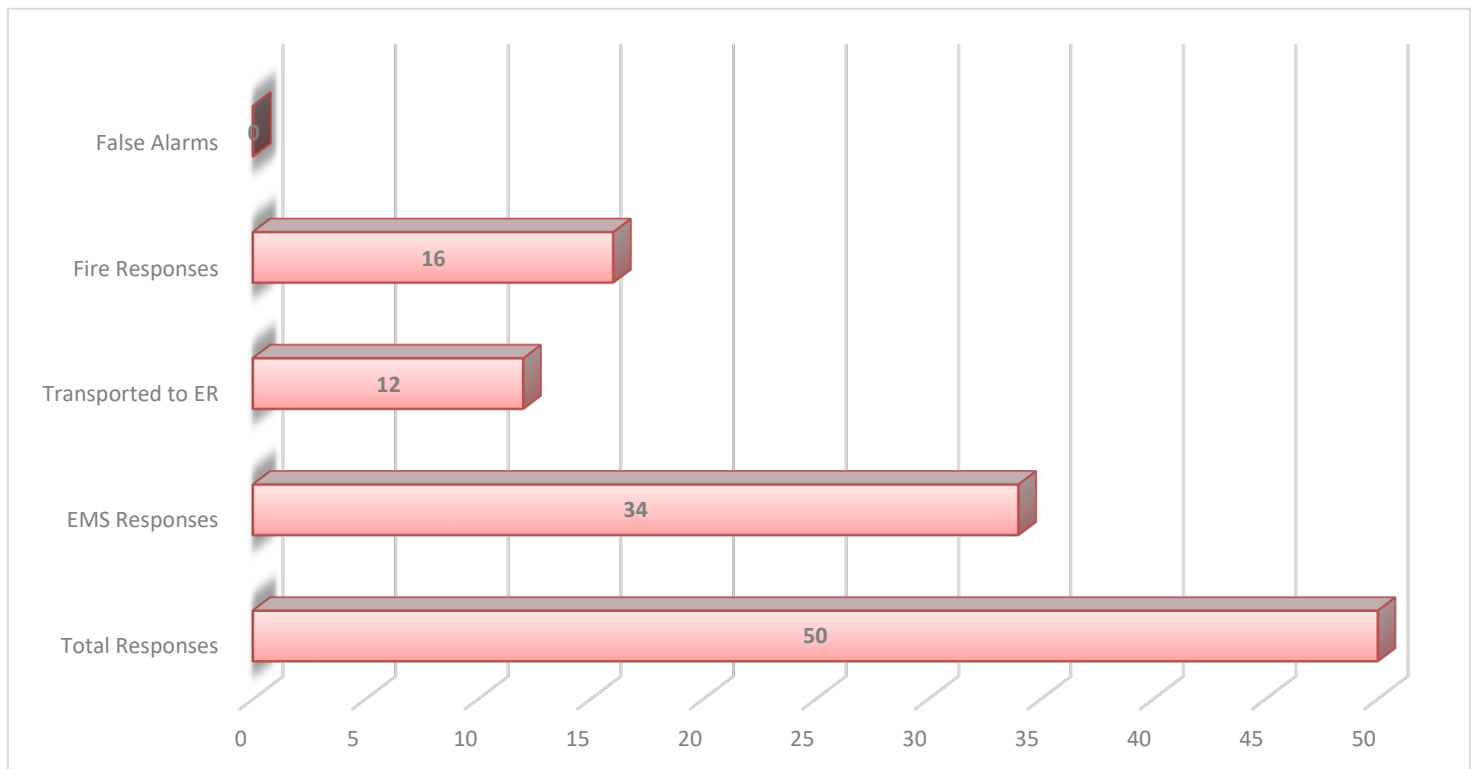


PUBLIC SAFETY – Fire & EMS

April Highlights:

- Completed 395 hours of staff training for the month.
- Two (2) annual inspections, seven (7) site visit inspections, one (1) sprinkler inspection, three (3) CO inspections, and six (6) other inspections were conducted in April.
- Twenty-six (26) permits were issued, and Code Enforcement investigated six (6) complaints.
- JIFD responded to one (1) cardiac arrest.
- JIFD rescued one (1) Kayaker.
- EMS was standby for the Turtle Release, as well as the Turtle Crawl.
- JIFD hosted the Authority Employee Appreciation Lunch.

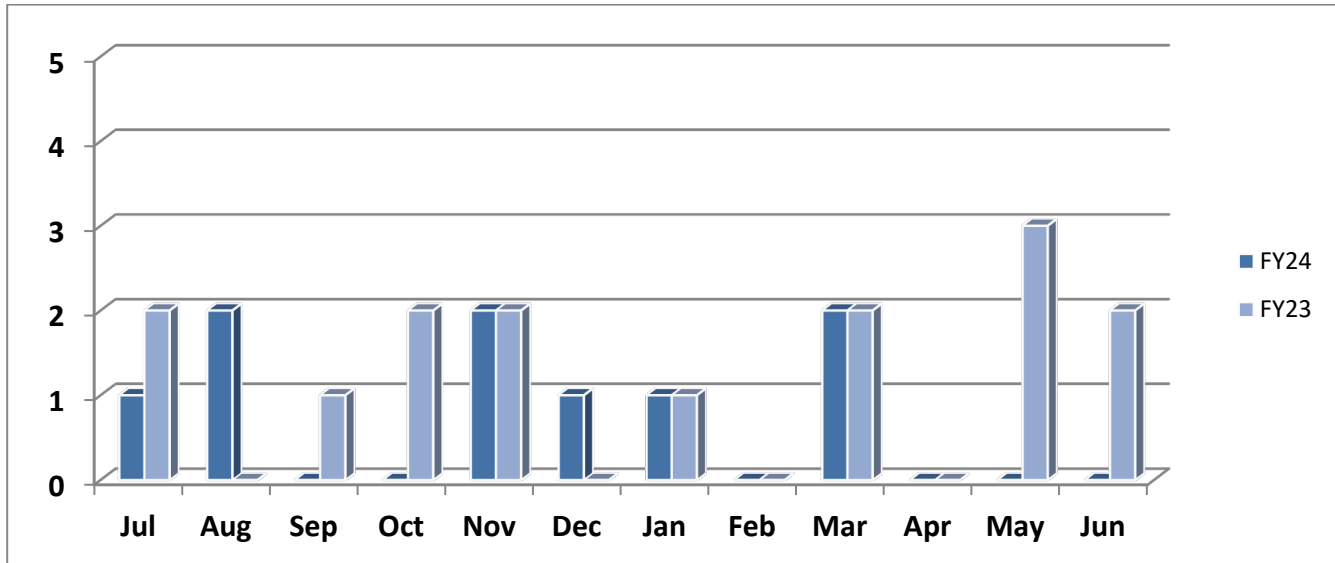
Jekyll Island Fire & EMS Responses



MEMORANDUM

TO: HUMAN RESOURCES COMMITTEE
FROM: JENNA JOHNSON, HR DIRECTOR
SUBJECT: HUMAN RESOURCES COMMITTEE REPORT
DATE: 5/13/2024

JIA Workers Compensation Claims: (Target goal for FY24 = 9).



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY24	1	2	0	0	2	1	1	0	1	1			9
FY23	2	0	1	2	2	0	1	0	2	0	3	2	15

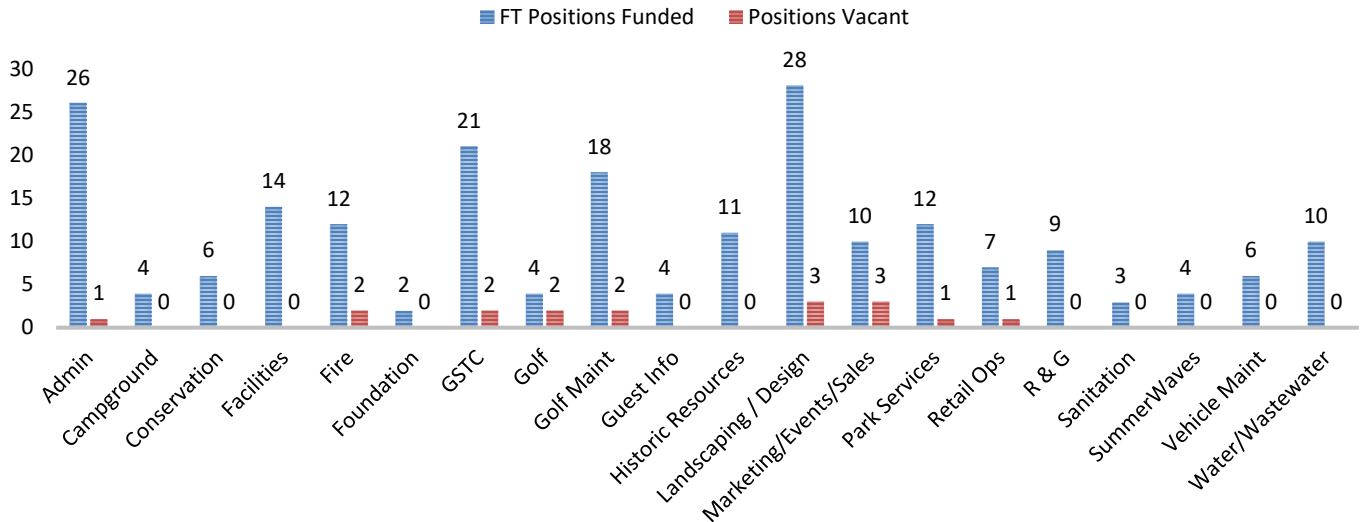
JIA Employee Census:

Month	Full time	Part time	Seasonal	Interns	Total Employees
Apr	194	103	74	0	371

Retirements:

- None

FULL TIME STAFFING



Full-time Staffing as of 5/13/2024

Recognition:

○ **Meet our May Featured Employee: Tyler Reed**



Tyler Reed is originally from Finger, Tennessee and has lived in the Golden Isles for 1-1/2 years. Tyler began working for the Jekyll Island Authority (JIA) in March of 2023. His main responsibilities at the campground include the day-to-day operations, assisting and supporting staff, inventory at the store, assuring the grounds are maintained and making sure the guests have the best experience ever.

When Tyler was asked what he likes most about working for the JIA, he said, "Enjoying seeing the guests experience the campground and the island". Also, I like working outside.

When not at work, Tyler enjoys jogging, hiking, playing sports, and video games. Additionally, he really likes playing with his dogs.

Tyler, we appreciate all that you do, thank you for your service!

MEMORANDUM

TO: HISTORIC PRESERVATION/CONSERVATION COMMITTEE
FROM: YANK MOORE, DIRECTOR OF CONSERVATION
SUBJECT: CONSERVATION UPDATE
DATE: 5/13/2024

Research and Monitoring

- In addition to the Wilson's Plovers that started nesting last month, Least Terns and Black Skimmers have started claiming their real estate on the south end of the island. The Park Ranger team extended the rope line to encompass all three nesting areas to protect them.
- Five Eastern Diamondback Rattlesnakes received new/replacement transmitters. These transmitters allow us to monitor how animals move across the landscape and interact with developments and land management activities.

Management and Planning

- Yank Moore and Dan Quinn performed an early Sea Turtle season Beach Lighting Survey. While on the beach, we encountered a sea turtle in the act of nesting.
- Design Workshop, the consulting firm hired to design the restoration for the soon to be wildlife corridor on Oleander Golf Course, held a full-day workshop engaging with internal and external stakeholders. We hope to have a final layout and report in the coming months.
- Yank Moore participated in a State Wildlife Action Plan update planning meeting at GaDNR. The SWAP serves as one of the major guidance documents for GaDNR over a 10-year period.

Outreach, Leadership, Staffing

- The Park Ranger team welcomes Kayla Hastert and Ethan Frye as Seasonal Park Rangers. They will be joining the team for 6-months, patrolling the beaches and public spaces.
- Dan Quinn traveled to Athens to attend the Local Wetlands Protection Workshop. This workshop was hosted by the UGA River Basin Center and UGA School of Law Land Conservation Clinic and focused on the Federal wetlands regulatory and permitting system. Understanding this system will aid in future permit application to the Army Corps of Engineers and help inform local ordinance decision making for wetlands protection.
- Yank Moore and Joseph Colbert presented to the Jekyll Island Foundation Board of Directors about a couple of projects that JIF has funded over the last couple of years.
- Yank Moore joined Billy Lartz from JIFD and Frank Allen and Kim Lin from the Georgia Forestry Commission at a Jekyll Island Rotary Club meeting to discuss fire efforts and wildfire response on Jekyll.



A Least Tern nest in the open sand on the South End of Jekyll.

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: BRAD BALLARD, SENIOR DIRECTOR OF AMENITIES
SUBJECT: AMENITIES REPORT FOR APRIL 2024
DATE: MAY 21, 2024

Mosaic and Historic Resources

Mosaic: The museum generated over \$200k in revenue for the month of April. Landmark Trolley Tours are now offered every hour, 7 times a day. JIA IT and museum staff met with an A/V Technician to review the PA systems on both the trolleys and inside Mosaic to enhance the guest experience.

Programs: In a joint program with the Coastal Georgia Historical Society, the museum offered a lecture on the relationship between St. Simons and Jekyll Island titled “Across the Sound.” Museum staff provided an interpreter portraying Jack Morgan to speak to over three hundred people that were part of Leadership Georgia.

Visitation Comparison		
April	2023	2024
Tours	6,210	6,425
Admissions	572	689
Special Programs	60	455
Event Rentals	0	770
TOTAL	6,842	8,339

Preservation: Touch up painting has now been completed at the Infirmary in preparation for this month’s grand opening of the 31’ 81’ gift shop. Plans to paint the Indian Mound Cottage are now underway. Tabby paving has occurred throughout the district with more to come to connect the new gift shop to Pier Road.

Jekyll Island Tennis Center

The Jekyll Island Tennis Center hosted the JITC Junior Spring Championship on May 4th-5th, 2024. Over 50 players participated in the event. The hours of operation for the tennis center have expanded over the past two months to include evening open play and clinics on Tuesdays, Wednesdays, and Thursdays.

Jekyll Island Golf Club

In April the Jekyll Island Golf Club hosted the Jekyll Island Girls Invitational for Glynn County schools with 50 players and hosted GA Power for a two-day event with 200 players participating. This month the club will host a tournament for the Boys and Girls Club, an annual group outing of 120 players, and a larger group of 200 at the end of the month.

Summer Waves

Summer Waves officially opened on May 11th. The park will begin operating 7 days a week starting May 25th. Over 1,000 season passes have been sold and over 100 cabanas have been reserved. Summer Waves has hired approximately 80 part time employees for this season.

Jekyll Island Campground

The campground store hours are now 9:00am -5:00pm Sunday through Thursday and 9:00am to 6:00pm on Friday and Saturday. The new hours have boosted firewood and ice sells while providing better customer service for late arrivals during heavy check-in times.

Occupancy Report

April	2023	2024
Nights Available	5549.00	5549.00
Nights Rented	5160.00	5105.00
Occupancy %	93.00	92.00

Revenue Comparison

April	2023	2024
Reservations	\$255,424.00	\$248,581.00
Concessions	\$24,246.00	\$26,150.00
TOTAL	\$279,670.00	\$274,731.00

Mini-Golf and Bike Rental

Project Update

Mini-Golf	% Complete	Bike Barn	% Complete
36 Holes Painted	100%	Window Replacement	100%
Faith Chapel Project	45%	Building Painted	100%
Deck Replacement	25%	New Roll-up Doors	50%
		Expanded Bike Pad	0%
		Mural Painted	25%
		HVAC Added	25%

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: MICHELLE KAYLOR, GSTC DIRECTOR
SUBJECT: GEORGIA SEA TURTLE CENTER UPDATE – APRIL 2024

Admissions Comparison with Prior Year

<u>April 2023</u>	<u>April 2024</u>
16,316	13,001

Year to Date Overall Revenue Comparison

<u>April FY23</u>	<u>April FY24</u>
\$2,386,297	\$2,394,050

Revenue Categories

- April admissions \$140,695.36 was \$26,033.68 under budget.
- April concessions \$195,836.14 was \$9,398.71 under budget.
- Adoptions: 112 | \$5,355.00
- Donations (General): 20 | \$695.00
- Memberships: 2* | \$185.00
- Public Programs | \$24,922.00
- Daily Programs | 254

*GSTC Membership purchases were paused in February 2024 in anticipation of subsequent changes ahead of Viva Ticket's launch. Two memberships were renewed in April.

Rehabilitation

	Sea Turtle	Other Patients
New Patients	3	29
Current Patients	13	24
Released Patients	10	9
Transferred Patients	0	1
Total Since 2007	1065	2724



10 sea turtles (3 Kemp's Ridley, 1 Loggerhead, and 6 Green Sea turtles) were successfully released on Friday, April 26th as a kick-off to the annual fundraising event Turtle Crawl held on Saturday, April 27th.



Captain Hook, an American alligator patient that was hit by car on JI back in June of 2023, was rehabbed for 11 months at the GSTC, tagged, and released with the help of the JIA Conservation department.



Board of Directors Committee Assignments
Effective August 15, 2023

<p style="text-align: center;"><u>HISTORIC PRESERVATION/CONSERVATION</u></p> <p>Bob Krueger, Chair Dale Atkins Walter Rabon Joe Wilkinson Buster Evans</p> <p><u>Staff:</u> Yank Moore Michelle Kaylor Cliff Gawron</p>	<p style="text-align: center;"><u>FINANCE</u></p> <p>Bill Gross, Chair Dale Atkins Bob Krueger Joe Wilkinson Walter Rabon Buster Evans Glen Willard Joy Burch-Meeks Ruel Joyner</p> <p><u>Staff:</u> Mark Williams Marjorie Johnson</p>
<p style="text-align: center;"><u>HUMAN RESOURCES</u></p> <p>Buster Evans, Chair Dale Atkins Bob Krueger Joe Wilkinson Bill Gross Ruel Joyner</p> <p><u>Staff:</u> Jenna Johnson</p>	<p style="text-align: center;"><u>MARKETING</u></p> <p>Joy Burch-Meeks, Chair Dale Atkins Bob Krueger Glen Willard Ruel Joyner Joe Wilkinson</p> <p><u>Staff:</u> Alexa Hawkins</p>
<p style="text-align: center;"><u>LEGISLATIVE</u></p> <p>Glen Willard, Chair Dale Atkins Bob Krueger Bill Gross Walter Rabon Ruel Joyner Joy Burch Meeks</p> <p><u>Staff:</u> Mark Williams</p>	<p style="text-align: center;"><u>COMMITTEE OF THE WHOLE</u></p> <p>Dale Atkins, Chair Bob Krueger Bill Gross Joe Wilkinson Walter Rabon Joy Burch-Meeks Buster Evans Glen Willard Ruel Joyner</p> <p><u>Staff:</u> Mark Williams Noel Jensen</p>