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INTERNATIONAL SPEEDWAY CORP

Form 8-K

December 05, 2016

UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE

SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): November 30, 2016

INTERNATIONAL SPEEDWAY

CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Florida 000-02384 59-0709342 (State or Other Jurisdiction (IRS Employer

(Commission File Number) of Incorporation) Identification No.)

One Daytona Boulevard, Daytona Beach, Florida 32114 (Address of Principal Executive Offices) (Zip Code)

(386) 254-2700

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- qWritten communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- q Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14-12)
- qPre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- qPre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 1 – Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

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Section 7 – Regulation FD
Item 7.01 Regulation FD Disclosure
Section 8 – Other Items
Item 8.01 Other Items

On November 30, 2016, the Company, through its wholly owned subsidiary Phoenix Speedway, LLC ("Phoenix"), announced that it had approved a major redevelopment of the frontstretch and infield for Phoenix International Raceway. As part of the plan, Phoenix entered into a Design-Build Agreement with Okland Construction ("Okland"), effective as of November 30, 2016 (the "Design-Build Agreement"). The Design-Build Agreement obligates Phoenix to pay Okland approximately \$136.0 million for the completion of the work described in the Design-Build Agreement. This amount is a guaranteed maximum price to be paid for the work, which may not change absent a requested change in the scope of work by Phoenix.

The Design-Build Agreement contains certain provisions and representations usual and customary for agreements of this type, including, among others, provisions regarding liquidated damages to be assessed for work that is not completed according to the agreed upon schedule, provisions regarding payment schedules, and provisions regarding bonding and liability insurance policies applicable to the work. In addition, the Design-Build Agreement contains customary provisions regarding termination, review and inspection of the work by Phoenix, warranties and the use of subcontractors.

A copy of the press release announcing the project is attached as an exhibit to this report.

Section 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

Exhibit Number Description of Exhibit Filing Status

1 (99.1) Press Release Attached herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INTERNATIONAL SPEEDWAY CORPORATION (Registrant)

Date: November 30, 2016 By: /s/ Brett M. Scharback

Brett M. Scharback

Vice President - Deputy General Counsel